



Town of Pembroke Park

Agenda

REGULAR COMMISSION MEETING
Wednesday, October 14, 2020 @ 7:00 PM
Virtual Regular Commission Meeting

Page

1. VIRTUAL INSTRUCTIONS

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

Virtual Regular Commission Meeting

Wednesday, October 14, 2020 7:00 PM - 10:00 PM

You can dial in using your phone.

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

United States: [+1 \(646\) 749-3129](tel:+16467493129)

Access Code: 676-358-085

Two hours prior to the meeting you can submit a text or voicemail at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Deputy Town Clerk at townclerk@tppfl.gov. All comments submitted by email that, if read orally, are three minutes or less shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

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

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

8.7 Personnel Status Change

8.8 Revised Resolution Tyler

8.14 Revised Layout and Estimate

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

6.1 Robert Janzer submitted a document into the record.

[Janzer document](#)

[janzer documents submitted 02 04 2021](#)

10 - 59

6.2 Town Clerk read (3) letters

7. CONSENT AGENDA

- 7.1 APPROVAL OF MINUTES - Clerk Commissioner Jacobs, Deputy Town Clerk Martell 60 - 99
[08 26 2020 Special Commission Meeting](#)
[08 27 2020 Executive Special Meeting](#)
[09 09 2020 Regular \(1\) \(2\)](#)
[09 16 2020 Budget Hearing](#)
[09 16 2020 Special Commission Meeting Grant](#)
[09 29 2020 Budget Hearing Meeting](#)
- 7.2 Fence Encroachment - Town Planner Miller 100 - 135
RESOLUTION NO. 2020-117
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO A LICENSE AGREEMENT WITH 2757 S PARK LLC, A FLORIDA LIMITED LIABILITY COMPANY;** AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-117 Fence Encroachment 2757 South Park](#)
[2020-117 Agreement](#)
[MMiller encroachment](#)
[Planner 2757 Park Road Fence ROW Encroach](#)
- 7.3 Building Platinum - Interim Building Official Nunez 136 - 144
RESOLUTION NO. 2020-093
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN BUILDING DEPARTMENT TO PARTICIPATE IN THE ALLIANCE PLANTINUM PERMITTING PROGRAM;** AUTHORIZING CHIEF BUILDING OFFICIAL MIGUEL A. NUÑEZ TO DESIGNATE TOWN CONCIERGES FOR THE PROGRAM; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-093 Alliance Platinum Permitting Program](#)
[Building Platinum Permitting Program memo](#)
[Building Key Points of the Platinum Permitting Program for a Municipality](#)
[Building Platinum City Permitting Concierge Job Description](#)
[Building Platinum Permitting Concierges - 2262020](#)
[Building Platinum Permitting Resolution](#)
- 7.4 Bills Over \$500 - Assistant Finance Director Taubenfeld 145 - 146
[Agenda Item Report - AIR-20-102 - Pdf](#)
[Finance REVISED Bills \\$500 October14th2020](#)
- 7.5 Fiscal Year End Bank Balances - Assistant Finance Director Taubenfeld 147 - 148
[Agenda Item Report - AIR-20-103 - Pdf](#)
[Finance REVISED Bank Balances - Oct 14th Meeting](#)

7.6	Revenue & Expense Summary as of 9-30-2020 - Assistant Finance Director Taubenfeld Agenda Item Report - AIR-20-105 - Pdf Finance REVISED Sept- 2020 Revenue Expenditures	149 - 164
7.7	Employee Leave Report - Assistant Finance Director Taubenfeld Agenda Item Report - AIR-20-104 - Pdf Finance Leave Report - October 14th Meeting	165 - 176
7.8	Health Reimbursement Account - Assistant Finance Director Taubenfeld Agenda Item Report - AIR-20-101 - Pdf	177
7.9	Proposed Building Department Fee Schedule for FY 20-21 - Interim Building Official Nunez RESOLUTION NO. 2020-115 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A SCHEDULE OF BUILDING PERMIT AND PROCESSING FEES FOR THE TOWN OF PEMBROKE PARK BUILDING DEPARTMENT; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE. Building Fees added 2020-115 Building Permit and Processing Fees REVISED	178 - 185
7.10	Renewal for Adobe Acrobat 1 year License - IT Administrator Pakula Agenda Item Report - AIR-20-090 - Pdf Quotation #0222747708 - Town Of Pembroke Park	186 - 190
7.11	Air conditioning for the server room - IT Administrator Pakula Agenda Item Report - AIR-20-095 - Pdf Estimate 2765 - revised estimate 10000000262 Town of Pembroke Park	191 - 201
7.12	Blue Beam software for the Building Department - IT Administrator Pakula Agenda Item Report - AIR-20-096 - Pdf	202 - 207
8.	NEW BUSINESS	
8.1	Removal of Clerk Commissioner Jacobs duties as Clerk Commissioner - Vice Mayor Clark RESOLUTION NO. 2020-119 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA REMOVING COMMISSIONER JACOBS AS CLERK-COMMISSIONER AND APPOINTING _____ AS CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE. 2020-119 Clerk Commissioner Duties	208 - 209

- | | | |
|-----|--|-----------|
| 8.2 | <p>Removal of Clerk Commissioner Jacobs duties as Police Liaison - Vice Mayor Clark</p> <p>RESOLUTION NO. 2020-120</p> <p>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA REMOVING COMMISSIONER JACOBS AS POLICE-LIAISON AND APPOINTING _____ AS POLICE-LIAISON OF THE TOWN OF PEMBROKE PARK, FLORIDA; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.</p> <p>2020-120 Police liaison</p> | 210 |
| 8.3 | <p>Redistribution of all Commissioners' Duties - Clerk Commissioner Jacobs</p> <p>Resolution No. 19-04-08 Commissioner Designation</p> <p>Resolution No. 19-04-09 Acting Clerk Commissioner</p> <p>Resolution No. 19-04-10 Signatures</p> <p>Reference for Clerk Commissioner Jacobs</p> | 211 - 219 |
| 8.4 | <p>Special Election Details - Vice Mayor Clark, Town Attorney Anderson, Deputy Town Clerk Martell</p> <p>Special Election</p> <p>Special Election cost</p> | 220 - 223 |
| 8.5 | <p>Succession Plan and Salary Adjustment for Michelle Grooms BTR and Billing Administrator Position - HR Director Menegazzo, Assistant Finance Director Taubenfeld</p> <p>Michelle Grooms - Salary Adjustment Memorandum</p> <p>Michelle Grooms Personnel Action Form</p> | 224 - 225 |
| 8.6 | <p>Resolution for Interim Public Services Director Jacques and approval of salary increase - Vice Mayor Clark, Town Manager Jimenez, HR Director Menegazzo</p> <p>RESOLUTION 2020-114</p> <p>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING MYRIAM JACQUES AS INTERIM PUBLIC SERVICES DIRECTOR; PROVIDING FOR PUBLIC SERVICES DIRECTOR'S COMPENSATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.</p> <p>2020-114 REVISED</p> <p>Personnel Action Form - Interim Public Services Director</p> | 226 - 228 |
| 8.7 | <p>Resolution designating Harry Taubenfeld as the Interim Finance Director and retroactive pay - Town Manager Jimenez, HR Director Menegazzo</p> <p>RESOLUTION NO. 2020-124</p> <p>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING BACK PAY FOR ASSISTANT BUDGET AND FINANCE DIRECTOR HARRY TAUBENFELD; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.</p> <p>2020-124 Interim Finance Director</p> <p>HR Personnel Action Form Acting Finance Budget Director</p> | 229 - 231 |

- 8.8 COMMUNITY DEVELOPMENT & FINANCIAL SOFTWARE - IT Administrator
Pakula and Assistant Finance Director Taubenfeld

232 - 298

RESOLUTION NO. 2020-121

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH DUDE SOLUTIONS, INC. FOR THE PURCHASE OF COMMUNITY DEVELOPMENT AND FINANCIAL SOFTWARE AT A COST OF \$99,167.40 FOR THE FIRST TERM;** AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 2020-126

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR FINANCIAL ACCOUNTING SOFTWARE;** AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-20-106 - Pdf](#)

[IT Software Proposal](#)

[IT Dude Solutions Contract](#)

[2020-121 Dude Revised](#)

[2020-126 Tyler Software](#)

[2020-126 REVISED Tyler Resolution](#)

- 8.9 Foster & Foster - Town Manager Jimenez, Assistant Finance Director
Taubenfeld

299 - 304

RESOLUTION NO. 2020-122

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH FOSTER AND FOSTER, INC. FOR ACTUARIAL SERVICES AT A COST OF \$3,040 FOR FISCAL YEAR 2020 AND \$1850 FOR FISCAL YEAR 2021;** AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-20-110 - Pdf](#)

[Finance Foster & Foster AMM OPEB Contract FY 2020 FY 2021](#)

[2020-122 Foster & Foster](#)

8.10	Waste Management Contract Renewal - Town Manager Jimenez RESOLUTION NO. 2020-118 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE THIRD AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT BETWEEN TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT INC. OF FLORIDA FOR FURNISHING SOLID WASTE COLLECTION SERVICES ; AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID THIRD AMENDMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE. Waste Management MEMO Ryan 2020-118 Waste Management 2020-118 EXHIBIT Agreement WASTE MANAGEMENT CPI-Disposal October 2020 Waste Management ORIGINAL agreement	305 - 342
8.11	Public Storage - Sign Variance - Vice Mayor Clark, Interim Public Services Director Jacques, Town Attorney Anderson Sign Variance Approval Public Storage 202009	343 - 356
8.12	FDOT Condemnation - Vice Mayor Clark, Interim Public Services Director Jacques PS FDOT Condemnation PS FDOT Condemnation Concept plans	357 - 365
8.13	Furniture for Mayor and Town Attorney Office - Clerk Commissioner Jacobs Furniture Town of Pembroke Pines Law May Lay out A B Furniture Layout	366 - 378
8.14	Renovation of Administrative Assistant/Events Coordinator's Office - Clerk Commissioner Jacobs and Administrative Assistant Brown Furniture layout 3 office Furniture Estimate all 3 offices	379 - 393
9.	OLD BUSINESS	
9.1	Renovations for Public Services - Vice Mayor Clark, Interim Public Services Director Jacques PS 2nd Floor Final	394 - 395
9.2	Personnel Manual - Clerk Commissioner Jacobs, Human Resource Director Menegazzo RESOLUTION NO. 2020-123 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND ADOPTING THE TOWN OF PEMBROKE PERSONNEL MANUAL ; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE. REVISED EmployeeHandbook Final 2020-123 Personnel Manual	396 - 471

9.3	Organizational Chart - Vice Mayor Clark, HR Director Menegazzo RESOLUTION NO. 2020-125 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND ADOPTING THE TOWN OF PEMBROKE PARK NEW ORGANIZATIONAL CHART ; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE. Organizational Chart Current and Proposed 2020-125 Organizational Chart	472 - 475
9.4	Broward Sheriff Office Outstanding Invoices from Fiscal Year 2018/2019 - Clerk Commissioner Jacobs, Assistant Finance Director Taubenfeld Finance BSO Law Enforcement FY18-19	476 - 506
9.5	Plante Moran - Outstanding Invoice from 2018 - Clerk Commissioner Jacobs, Assistant Finance Director Taubenfeld Agenda Item Report - AIR-20-088 - Pdf Plante Moran Outstanding Invoice	507 - 517
9.6	Building Department - Surplus Corrective Action Needed - Interim Building Official Nunez, Assistant Finance Director Taubenfeld Agenda Item Report - AIR-20-071 - Pdf Building Surplus Revised	518 - 525
9.7	52nd Avenue Budget Increase - Vice Mayor Clark, Interim Public Services Director Jacques PS SW52nd Ave Repair	526 - 537
10.	RESOLUTIONS	
10.1	Code of Conduct Resolution - Mayor Mohammed, Town Attorney Anderson RESOLUTION NO. 2020-090 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A CODE OF CONDUCT FOR ELECTED AND APPOINTED TOWN OFFICIALS ; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE. 2020-090 REVISED	538 - 545
11.	ORDINANCES - 1ST READING	
11.1	Town Attorney Ordinance - Town Attorney Anderson ORDINANCE NO. 2020-008 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR THE ESTABLISHMENT OF THE OFFICE OF TOWN ATTORNEY, APPOINTMENT, QUALIFICATIONS AND COMPENSATION; PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THE TOWN ATTORNEY ; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE. Attorney Ordinance 2020-008 Town Attorney option B	546 - 560

- 11.2 Amending the Emergency Powers Ordinance - Mayor Mohammed, Town Attorney Anderson 561 - 577
ORDINANCE NO. 2020-007
 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 2, ADMINISTRATION; AMENDING ARTICLE IV, EMERGENCY MANAGEMENT; PROVIDING FOR DELETION OF SECTIONS 2-101 THROUGH 2-106; PROVIDING FOR NEW SECTIONS ENTITLED INTENT AND OBJECTIVES, DECLARATION OF STATE OF EMERGENCY BASED UPON SUBSTANTIAL HARM, DECLARATION OF STATE OF EMERGENCY BASED UPON CIVIL UNREST, NOTICE, DISCRETIONARY EMERGENCY MEASURES OF THE TOWN MANAGER, CLEARING OF DEBRIS FROM PRIVATE STREETS, ROADS, AND ROADWAYS, AND OTHER PRIVATE PROPERTY AFTER A DECLARED EMERGENCY OR DISASTER, PENALTY, AND IMMUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-007 REVISED Emergency Order](#)
12. ORDINANCES - 2ND READING
- 12.1 **SECOND READING** 578 - 581
2020-006 Police Department Ordinance- Clerk Commissioner Jacobs, Town Attorney Anderson
ORDINANCE NO. 2020-006
 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR ESTABLISHMENT OF POLICE DEPARTMENT, POLICE CHIEF, POWERS AND DUTIES OF POLICE OFFICERS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-006 Police Department](#)
13. DISCUSSION/UPDATES
- 13.1 Tallahassee in November and Broward Days in March - Clerk Commissioner Jacobs and Administrative Assistant Brown 582
[Broward Days 1](#)
- 13.2 Turkey Giveaway Update - Clerk Commissioner Jacobs and Administrative Assistant Brown 583
[Turkey Giveaway Flyer](#)
- 13.3 Update of Projects - Vice Mayor Clark, Interim Public Services Director Jacques 584 - 589
 Agro-Eco - Hands on Broward
[Food Forest vs the Food Desert Vol I final edits](#)
[PS Awarded and Recommended Grants](#)
- 13.4 SW 30th Avenue Property Flooding issue from property owner Mike Mears - Vice Mayor Clark

- 13.5 Sewer Master Plan - Vice Mayor Clark and Interim Public Services Director Jacques
- 13.6 Stormwater Master Plan - Vice Mayor Clark and Interim Public Services Director Jacques
- 14. TOWN ATTORNEY REPORT
- 15. TOWN MANAGER REPORT
- 16. COMMISSION REPORTS
- 17. ANNOUNCEMENTS
 - October 28, 2020 - Workshop Commission Meeting at 6:00 PM
 - November 10, 2020 - Regular Commission Meeting 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.

Summary of Cases

Arizona:

1. Bankruptcy
2:07-bk-06580-SSC GEOFFREY RYAN JACOBS
Case type: bk Chapter: 7
Date filed: 12/05/2007 Date of last filing: 05/14/2010
Debtor discharged: 04/08/2008

2. Administrative Hearing before the STATE OF ARIZONA LAW ENFORCEMENT MERIT SYSTEM COUNCIL 2009

GEOFFREY JACOBS, Appellant v. ARIZONA DEPT. OF PUBLIC SAFETY, Respondent
Jacobs appeals his dismissal by the Arizona Dept. of Public Safety – appeal denied.

3. Complaint in Federal Court in connection with his dismissal by the Arizona Dept of Public Safety.

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

No. 11-16078

GEOFFREY JACOBS,

Plaintiff - Appellant,

v.

STATE OF ARIZONA, a governmental
entity; ARIZONA DEPARTMENT OF
PUBLIC SAFETY, DPS, a political
subdivision of the State of Arizona; et al.

Case Sumary: Geoffrey Jacobs appeals the district court's dismissal of his 42 U.S.C.
§ 1983 action claiming violation of his civil rights arising out of an allegedly unlawful search and seizure
of his computer – lower court decision to dismiss the complaint is Affirmed.

4. Arizona Department of Public Safety decertification of Geoffrey Jacobs as a law enforcement officer. See attached page published by Prison Legal News, a national civil rights advocacy group: <https://www.prisonlegalnews.org/news/publications/arizona-police-officer-decertifications/>

**Town of Pembroke Park
Clerk's Office**

NOV 18 2020

Received

Broward County: <https://www.browardclerk.org/Web2>

COSO18005648	First National Bank of Omaha Plaintiff vs. Geoffrey Jacobs Defendant	CC Credit Card Debt >\$5k < \$15k	07-03- 2018	Disposed	ANONYMOUS
COSO19011439	Midland Funding LLC Plaintiff vs. Geoffrey Jacobs Defendant	Small Claims - Credit Card Debt - Credit Card Debt Damages > \$500 - \$2,500	09-11- 2019	Disposed	ANONYMOUS
COCE20014216	Portfolio Recovery Associates* LLC Plaintiff vs. Geoffrey R Jacobs Defendant	SC Credit Card Debt >\$5,000 - \$8,000	06-29- 2020	Pending	ANONYMOUS

Summary of Cases

**Town of Pembroke Park
Clerk's Office**

Arizona:

NOV 18 2020

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1. Bankruptcy
2:07-bk-06580-SSC GEOFFREY RYAN JACOBS
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Date filed: 12/05/2007 Date of last filing: 05/14/2010
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2. Administrative Hearing before the STATE OF ARIZONA LAW ENFORCEMENT MERIT SYSTEM COUNCIL 2009

GEOFFREY JACOBS, Appellant v. ARIZONA DEPT. OF PUBLIC SAFETY, Respondent
Jacobs appeals his dismissal by the Arizona Dept. of Public Safety – appeal denied.

3. Complaint in Federal Court in connection with his dismissal by the Arizona Dept of Public Safety.
UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT
No. 11-16078
GEOFFREY JACOBS,
Plaintiff - Appellant,
v.
STATE OF ARIZONA, a governmental
entity; ARIZONA DEPARTMENT OF
PUBLIC SAFETY, DPS, a political
subdivision of the State of Arizona; et al.

Case Summary: Geoffrey Jacobs appeals the district court's dismissal of his 42 U.S.C.
§ 1983 action claiming violation of his civil rights arising out of an allegedly unlawful search and seizure
of his computer – lower court decision to dismiss the complaint is Affirmed.

4. Arizona Department of Public Safety decertification of Geoffrey Jacobs as a law enforcement officer. See attached page published by Prison Legal News, a national civil rights advocacy group: <https://www.prisonlegalnews.org/news/publications/arizona-police-officer-decertifications/>

Broward County: <https://www.browardclerk.org/Web2>

COSO18005648	First National Bank of Omaha Plaintiff vs. Geoffrey Jacobs Defendant	CC Credit Card Debt >\$5k < \$15k	07-03- 2018	Disposed	ANONYMOUS
COSO19011439	Midland Funding LLC Plaintiff vs. Geoffrey Jacobs Defendant	Small Claims - Credit Card Debt - Credit Card Debt Damages > \$500 - \$2,500	09-11- 2019	Disposed	ANONYMOUS
COCE20014216	Portfolio Recovery Associates LLC Plaintiff vs. Geoffrey R Jacobs Defendant	SC Credit Card Debt >\$5,000 - \$8,000	06-29- 2020	Pending	ANONYMOUS

2:07-bk-06580-SSC GEOFFREY RYAN JACOBS
Case type: bk Chapter: 7 Asset: Yes Vol: v Judge: Sarah Sharer Curley
Date filed: 12/05/2007 Date of last filing: 05/14/2010
Debtor discharged: 04/08/2008
Date terminated: 05/14/2010

Case Summary

Office: Phoenix
County: MARICOPA-
AZ
Fee: Paid
Origin: 0
Previous term:
Joint: n
Current chapter: 7

Filed: 12/05/2007
Terminated: 05/14/2010
Debtor discharged: 04/08/2008
Reopened:
Converted:
Debtor dismissed:
Confirmation hearing:

Debtor disposition: Standard Discharge

Nature of debt: consumer
Related adversary proceedings: 2:08-ap-00027-SSC
Flags: CLOSED

Trustee: DIANE M. **City:** SCOTTSDALE **Phone:** 480-
MANN 451-3053

Party 1: JACOBS, GEOFFREY RYAN (Debtor)
SSN / ITIN: xxx-xx-6550

Atty: RONALD J. **Represents party 1:** Debtor
ELLETT

Phone: 602-235-9510
Fax: 602-235-9098
Email: rjellett@ellettllaw.com

Location of case files:
Volume: CS1
The case file may not be available.

2:07-bk-06580-SSC GEOFFREY RYAN JACOBS
Case type: bk Chapter: 7 Asset: Yes Vol: v Judge: Sarah Sharer Curley
Date filed: 12/05/2007 Date of last filing: 05/14/2010
Debtor discharged: 04/08/2008
Date terminated: 05/14/2010

Creditors

BANK OF AMERICA PO BOX 15026 Wilmington, DE 19850-5026	(7163373) (cr)
CHASE PO BOX 50882 Henderson, NV 89016	(7163374) (cr)
CHASE BANK USA C O WEINSTEIN AND RILEY, PS 2001 WESTERN AVENUE, STE 400 SEATTLE, WA 98121	(7270654) (cr)
DIRECT MERCHANTS PO BOX 60142 City Of Industry, CA 91716-0142	(7163375) (cr)
DISCOVER PO BOX 60142 Wilmington, DE 19886-5251	(7163376) (cr)
Discover Bank/DFS Services LLC PO Box 3025 New Albany, OH 43054-3025	(7233188) (cr)
EVER HOME MORTGAGE PO BOX 2167 Jacksonville, FL 32232	(7163377) (cr)
LVNV Funding LLC its successors and assigns as assignee of Washington Mutual Resurgent Capital Services PO Box 10587 Greenville, SC 29603-0587	(7318530) (cr)

NW Priority Credit Union c/o Engelman Berger 3636 N. Central Avenue, Suite 700 Phoenix, AZ 85012	(7311960) (cr)
NW Priority Credit Union c/o Engelman Berger, P.C. 3636 N. Central Avenue, Suite 700 Phoenix, AZ 85012	(7223955) (cr)
NW PRIORITY CREDIT UNION PO BOX 16640 Portland, OR 97292-0640	(7163378) (cr)
Sallie Mae c/o Sallie Mae Inc 220 Lasley Avenue Wilkes-Barre, Pa 18706	(7301056) (cr)
SALLIE MAY PO BOX 4100 Wilkes Barre, PA 18773	(7163379) (cr)
WASHINGTON MUTUAL PO BOX 660487 Dallas, TX 75266-0487	(7163380) (cr)



**STATE OF ARIZONA
LAW ENFORCEMENT MERIT SYSTEM COUNCIL**

IN THE MATTER OF:

GEOFFREY JACOBS, #6171
Appellant

MSC No. 2010-01

vs.

**FINDINGS OF FACT,
CONCLUSIONS OF LAW,
DECISION & ORDER**

**ARIZONA DEPARTMENT OF
PUBLIC SAFETY** **Respondent**

On November 9 and 16, 2009, the Law Enforcement Merit System Council (the Council), in accordance with A.R.S. § 41-1830.12(A) (5) and A.A.C. R13-5-702 and R13-5-703 et seq., heard the above titled appeal. Appellant, Geoffrey Jacobs was present, and was represented by counsel, Mr. Neil Landeen. Ms. Georgia Staton and Lisa Wahlin, appearing for the Arizona Attorney General, represented Respondent, the Arizona Department of Public Safety. Chair Andrew Luck presided over the hearing. Vice-Chair Gail Goodman and member Enrique Cantu also participated in the hearing. On November 16, 2009, Chair Andrew Luck, Vice-Chair Gail Goodman and member Enrique Cantu took part in the decision.

The purpose of said hearing was to review an appeal from a September 9, 2009, order of the Deputy Director of the Arizona Department of Public Safety assessing discipline in the form of termination. The purpose of convening on November 16, 2009, was to hear additional testimony and render a decision from the evidence presented during both days. Having considered the evidence presented and the exhibits admitted into evidence, the Council hereby makes the following Findings of Fact and Conclusions of Law and renders the following Order:

FINDINGS OF FACT

1. On June 30, 2009, at approximately 12:30 p.m., the Appellant was interviewed by Professional Standards Investigators Sergeants Bryan DeSanti and Laurie Griffith. On July 13, 2009, at approximately 9:00 a.m., and July 14, 2009, the Appellant was interviewed by Professional Standards Investigators Sergeants John Allen and Laurie Griffith. The purpose of these interviews was to determine the veracity of allegations that appellant; had committed an act of dishonesty by fabricating a fraudulent obituary of an ex-girlfriend and forwarding that along with a inaccurate letter to Hawaiian Airlines in order to change the name on an airline ticket; had committed a crime classified as a felony in getting the name on the ticket changed; had committed misuse or unauthorized use of state property – DPS Aircraft – by circling the apartment complex of an ex-girlfriend; used improper procedure in forwarding two separate letters to an outside vendor utilizing interoffice stationary; committed acts of conduct adverse to the Department or employee by forwarding improper and uncomplimentary letters to an outside vendor, by allowing inappropriate photographs of a non-employee wearing his personal DPS headgear while simulating putting his fingers up the anus of a blowup sheep, and by allowing an inappropriate photograph depicting "Anal Patrol", of his Department vehicle to remain posted on an insecure "My Space Page".

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Findings of Fact, Conclusions of Law, Decision and Order
Geoffrey Jacobs
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2. During the interview on June 30, 2009, and in testimony before the Council, Appellant admitted that he formulated the letter and fabricated the obituary that was sent to Hawaiian Airlines in order to change a name on a ticket. Appellant admitted that his conduct was dishonest.
3. In testimony before the Council, the Appellant admitted that on January 8, 2008, while flying from Chandler Airpark to Phoenix Sky Harbor in a Department Aircraft he made a circle over an apartment complex where his ex-girlfriend resided. He also admitted that this circle was not part of his assigned duties.
4. During the interview on June 30, 2009, and in testimony before the Council, Appellant admitted that he found the interoffice memorandum on a Department computer and used it to formulate and send the letters to an outside vendor. The Appellant also admitted that he had never looked at the General Order or the Department Writing Manual referencing outside correspondence.
5. During the interview on June 30, 2009, and in testimony before the Council, Appellant admitted that the two letters he submitted to an outside vendor did not place the Department in a good light, and in retrospect was probably not appropriate.
6. During the interview on July 13, 2009, the Appellant admitted being present when the photographs of a friend of his along with the sheep were taken and that he failed to take any action to stop the activity.
7. During the interview on July 13, 2009, the Appellant admitted that the photograph of his patrol vehicle was taken in front of his residence without his knowledge. He could not recall having seen the photograph prior to the interview. However, when showed comments that had been posted to the photograph, he recognized the comments as his. In testimony before the Council, he admitted that he had not taken action to have the photograph removed from his friend's My Space Page.
8. Prior to and during the hearing, the Appellant through his attorney stipulated to the admission of evidence contained in the Department's Investigation.

CONCLUSIONS OF LAW

1. The Council has jurisdiction to hear this appeal pursuant to A.R.S. § 41-1830.12 (A) (5) and A.A.C. R13-5-702 and R13-5-703.
2. Specific reasons for Appellant's discipline were provided in the notice of charges. Appellant was given an opportunity to respond to the notice of charges.
3. The Council finds that the Respondent did show by a preponderance of evidence that the alleged acts which formed a basis for Appellant's dismissal did occur.

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Findings of Fact, Conclusions of Law, Decision and Order
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DECISION & ORDER

By a unanimous vote of 3-0, the Council, having considered the evidence and the arguments of the parties, finds that:

The action of termination/separation from the agency was appropriate.

IT IS THEREFORE ORDERED, that the order of the Deputy Director assessing discipline in the form of separation from the agency effective September 9, 2009, is hereby affirmed.

Dated this 17th day of November 2009

AUTHORIZED AND APPROVED by the Law Enforcement Merit System Council by its chair and vice-chair and certified by its agent whose signature and title follow:


Iven T. Wooten, Business Manager

Copies of the foregoing Judgment and Order mailed this 23rd day of November, 2009, to:

Mr. Neil Landeen
Yen, Pilch, Komadina & Flemming
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Mr. Dennis Carpenter
Assistant Attorney General
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Professional Standards
Arizona Department of Public Safety
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Ted Brandon
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Arizona Department of Public Safety
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Ms. Georgia A. Staton
Jones, Skelton & Hochuli, P.L.C.
2901 N. Central Ave., Suite 800
Phoenix, AZ 85012

Employee Personnel File

DPS001063

FILED

NOT FOR PUBLICATION

NOV 28 2012

UNITED STATES COURT OF APPEALS

**MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS**

FOR THE NINTH CIRCUIT

GEOFFREY JACOBS,

Plaintiff - Appellant,

v.

**STATE OF ARIZONA, a governmental
entity; ARIZONA DEPARTMENT OF
PUBLIC SAFETY, DPS, a political
subdivision of the State of Arizona;
ROBERT HALLIDAY, individually and
in his official capacity as Director of DPS;
BRENDA HALLIDAY; PENNIE
GILLETTE-STROUD, in her official and
individual capacity; LAURIE GRIFFITH,
in her official and individual capacity;
AMI HALLIDAY; GREGORY STROUD;
TIMOTHY GRIFFITH,**

Defendants - Appellees.

No. 11-16078

D.C. No. 2:10-cv-01493-RJB

MEMORANDUM*

**Appeal from the United States District Court
for the District of Arizona
Robert J. Bryan, Senior District Judge, Presiding**

**Argued and Submitted November 5, 2012
San Francisco, California**

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

Before: SCHROEDER, KLEINFELD, and BERZON, Circuit Judges.

Geoffrey Jacobs appeals the district court's dismissal of his 42 U.S.C. § 1983 action claiming violation of his civil rights arising out of an allegedly unlawful search and seizure of his computer. He contends that the search constituted an invasion of rights that led to information leading in turn to his termination from the Arizona Department of Public Safety. He unsuccessfully challenged that termination in Arizona administrative proceedings, claiming violation of his constitutional rights, but admitting to the underlying misconduct. He did not appeal to the state trial court.

The district court dismissed this action, ruling that under Arizona state law, Jacobs's constitutional claims were barred by res judicata. It relied on *Olson v. Morris*, 188 F.3d 1083 (9th Cir. 1999), which held that a plaintiff's section 1983 claims in federal court were barred by res judicata when the plaintiff failed to appeal an administrative decision to an Arizona state court with jurisdiction to adjudicate the constitutional claims. Jacobs contends that his federal claims involve constitutional rights that could not have been administratively adjudicated. Under *Olson*, however, if they could have been adjudicated in an appeal to the state court, they are barred by res judicata. 188 F.3d at 1084–87. Like *Olson*, Jacobs is

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Attorneys for Defendant State of Arizona;
Department of Public Safety; Pennie Gillette-
Stroud and Gregory Stroud; Laurie Griffith
and Timothy Griffith

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Geoffrey Jacobs,

Plaintiff,

v.

State of Arizona, a Governmental Entity;
Arizona Department of Public Safety (DPS), a
Political Subdivision of the State of Arizona;
City of Glendale, a Municipal Corporation;
Glendale Police Department, a Public Entity;
Robert Halliday, Individually and in His
Official Capacity as Director of DPS and Jane
Doe Halliday, as Husband and Wife; Pennie
Gillette-Stroud, in Her Official and Individual
Capacity, and John Doe Stroud, as Wife and
Husband; Laurie Griffith, in Her Official and
Individual Capacity, and John Doe Griffith, as
Wife and Husband; Samantha Zaragoza, in Her
Official and Individual Capacity, and John Doe
Zaragoza, as Wife and Husband; Ami Halliday
and John Doe Halliday, as Wife and Husband;
John Does I-X; ABC Partnerships I-X; and
Black Corporations I-X,

Defendants.

NO. CV 10-1493-PHX-GMS

**SEPARATE ANSWER ON
BEHALF OF DEFENDANTS
STATE OF ARIZONA;
DEPARTMENT OF PUBLIC
SAFETY; PENNIE GILLETTE-
STROUD AND GREGORY
STROUD; LAURIE GRIFFITH
AND TIMOTHY GRIFFITH**

Defendants State of Arizona; Department of Public Safety; Pennie Gillette-
Stroud and Gregory Stroud, Laurie Griffith and Timothy Griffith, for their answer to
Plaintiff's Complaint, admit, deny and allege as follows:

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1 1. Defendants deny each and every allegation not otherwise admitted or
2 pled to.

3 **JURISDICTION, VENUE, PARTIES**

4 2. In answering Paragraphs 1 and 2 of Plaintiff's Complaint, Defendants
5 deny that this Court has jurisdiction pursuant to federal or state law and affirmatively
6 assert that Plaintiff's only recourse was to appeal the Law Enforcement Merit System
7 Council (LEMSC) Decision dated November 23, 2009 upholding his termination as an
8 officer with the Arizona Department of Public Safety.

9 3. In answering Paragraph 3 of Plaintiff's Complaint, Defendants deny
10 that Plaintiff timely and properly served a Notice of Claim in accordance with A.R.S. §12-
11 821.01 and the case law interpreting same.

12 4. In answering Paragraph 4 of Plaintiff's Complaint, Defendants admit
13 only that Plaintiff has asserted a cause of action under the 4th and 14th Amendment to the
14 United States Constitution. Defendants deny there is any basis for such claim.

15 5. In answering Paragraph 5 of Plaintiff's Complaint, Defendants admit
16 same.

17 6. In answering Paragraph 6 of Plaintiff's Complaint, Defendants admit
18 that the State of Arizona is a governmental entity.

19 7. In answering Paragraph 7 of Plaintiff's Complaint, Defendants deny
20 same and affirmatively assert that the Department of Public Safety is an agency of the
21 State of Arizona, a non-jural entity, which may neither sue nor be sued.

22 8. In answering Paragraph 8 of Plaintiff's Complaint, said paragraph
23 refers to someone other than these answering Defendants. No answer is required and
24 none is given.

25 9. In answering Paragraph 9 of Plaintiff's Complaint, Defendants admit
26 that during all relevant time periods of Plaintiff's Complaint, Robert Halliday was not
27 employed by the State of Arizona and was not a member of the Department of Public
28 Safety.

1 10. In answering Paragraph 10 of Plaintiff's Complaint, Defendants
2 admit only that Ami Halliday is the daughter of Robert Halliday.

3 11. In answering Paragraph 11 of Plaintiff's Complaint, Defendants deny
4 that Pennie Gillette-Stroud resides in Maricopa County, Arizona. Defendants admit all
5 remaining allegations contained therein.

6 12. In answering Paragraph 12 of Plaintiff's Complaint, Defendants
7 admit same.

8 13. In answering Paragraph 13 of Plaintiff's Complaint, said paragraph is
9 directed to someone other than these answering Defendants. No answer is required and
10 none is given.

11 14. In answering Paragraph 14 of Plaintiff's Complaint, said paragraph
12 refers to fictitiously named Defendants. No answer is required and none is given. To the
13 extent that Paragraph 14 attempts to assert a claim against these answering Defendants,
14 Defendants deny same.

15 15. In answering Paragraph 15 of Plaintiff's Complaint, Defendants
16 admit same.

17 **ALLEGATIONS COMMON TO ALL COUNTS**

18 16. In answering Paragraphs 16, 17 and 18 of Plaintiff's Complaint,
19 Defendants admit only that Jacobs was hired as a law enforcement officer by the
20 Department of Public Safety; had pilot experience and was a permanent employee with
21 the Department of Public Safety at the time of his termination.

22 17. In answering Paragraph 19 of Plaintiff's Complaint, Defendants
23 admit only that Jacobs and Ami Halliday had a relationship.

24 18. In answering Paragraphs 20, 21 and 22 of Plaintiff's Complaint,
25 Defendants admit only that Jacobs and Ami Halliday had a personal relationship, the
26 details of which are known only to Halliday and Jacobs.

27 19. In answering Paragraphs 23, 24 and 25 of Plaintiff's Complaint,
28 Defendants admit only that Robert Halliday who was, at that time, not employed by the

1 State of Arizona, contacted the Department of Public Safety and provided information
2 which required the DPS Professional Standards Unit to investigate Plaintiff's conduct.

3 20. In answering Paragraph 26 of Plaintiff's Complaint, Defendants deny
4 same.

5 21. In answering Paragraph 27 of Plaintiff's Complaint, Defendants are
6 without sufficient information or knowledge to form a belief as to what notification, if
7 any, the Hallidays made to the Glendale Police Department.

8 22. In answering Paragraphs 28, 29 and 30 of Plaintiff's Complaint,
9 Defendants admit only that an internal investigation conducted by the Professional
10 Standards Unit of the Department of Public Safety was initiated. Defendants deny that it
11 was a "secret" investigation and further deny all remaining allegations contained therein.

12 23. In answering Paragraph 31 of Plaintiff's Complaint, Defendants
13 admit only that the Glendale Police Department initiated a criminal investigation against
14 Plaintiff.

15 24. In answering Paragraph 32 of Plaintiff's Complaint, Defendants
16 admit only that the DPS internal investigation was placed on hold at various times due to
17 the criminal investigation being conducted by the Glendale Police Department.

18 25. In answering Paragraphs 33, 34, 35, 36, 37 and 38 of Plaintiff's
19 Complaint, said paragraphs refer to the investigation conducted by the Glendale Police
20 Department. No answer is required and none is given. To the extent that said paragraphs
21 attempt to assert a claim against these answering Defendants, Defendants deny same.

22 26. In answering Paragraph 39 of Plaintiff's Complaint, Defendants
23 admit only that Plaintiff was not allowed to make telephone calls from his personal cell
24 phone during the time John Wright was being interviewed by the Glendale Police
25 Department. The remaining allegations contained therein refer to the criminal
26 investigation being conducted by the Glendale Police Department. No answer is required
27 and none is given. To the extent that Paragraph 39 attempts to assert a claim against these
28 answering Defendants, Defendants deny same.

1 27. In answering Paragraphs 40 and 41 of Plaintiff's Complaint, said
2 paragraphs refer to the actions of someone other than these answering Defendants. No
3 answer is required and none is given. To the extent that said paragraphs attempt to assert
4 a claim against these answering Defendants, Defendants deny same.

5 28. In answering Paragraph 42 of Plaintiff's Complaint, Defendants
6 admit only that Plaintiff was directed to report to the Professional Standards Unit of the
7 Department of Public Safety.

8 29. In answering Paragraphs 43, 44, 45 and 46 of Plaintiff's Complaint,
9 Defendants are without sufficient information or knowledge to form a belief as to the truth
10 of the matters asserted therein and, therefore, deny same.

11 30. In answering Paragraph 47 of Plaintiff's Complaint, Defendants
12 admit only that Plaintiff appeared at the Professional Standards Unit office by himself.

13 31. In answering Paragraph 48 of Plaintiff's Complaint, Defendants deny
14 same.

15 32. In answering Paragraph 49 of Plaintiff's Complaint, Defendants deny
16 that members of the Department of Public Safety ordered Plaintiff to waive his
17 constitutional rights. To the extent that Paragraph 49 of Plaintiff's Complaint attempts to
18 assert a claim against these answering Defendants, Defendants deny same.

19 33. In answering Paragraph 50 of Plaintiff's Complaint, Defendants
20 admit only that steps were taken to ensure that Plaintiff would not have communication
21 with John Wright. To the extent that Paragraph 50 attempts to assert a claim against these
22 answering Defendants, Defendants deny same.

23 34. In answering Paragraphs 51, 52, 53, 54, 55 and 56 of Plaintiff's
24 Complaint, Defendants admit only that Plaintiff was directed to wait for the Glendale
25 Police Department detective to arrive; he was not allowed to make telephone calls until
26 such time as he met with officers of the Glendale Police Department. To the extent that
27 said paragraphs attempt to assert a claim against these answering Defendants, Defendants
28 deny same.

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1 35. In answering Paragraphs 57, 58, 59, 60, 61, 62, 63, 64 and 65 of
2 Plaintiff's Complaint, Defendants admit only that Glendale Police Department Detective
3 Zaragosa questioned Plaintiff; that Plaintiff granted permission to Detective Zaragosa to
4 have complete access to his computer. Defendants are without sufficient information or
5 knowledge to form a belief as to the truth of the remaining matters asserted therein and,
6 therefore, deny same.

7 36. In answering Paragraph 66 of Plaintiff's Complaint, Defendants
8 admit only that Robert Halliday held the rank of Commander prior to his retirement from
9 the Department of Public Safety.

10 37. In answering Paragraphs 67, 68 and 69 of Plaintiff's Complaint,
11 Defendants admit only that on or about January 15, 2009 Plaintiff was served with a form
12 entitled Notice of Investigation. Defendants deny all remaining allegations contained
13 therein.

14 38. In answering Paragraph 70 of Plaintiff's Complaint, Defendants
15 admit only that the Glendale Police Department secured Plaintiff's computer from his
16 home pursuant to Plaintiff's authorization.

17 39. In answering Paragraph 71 of Plaintiff's Complaint, Defendants deny
18 same.

19 40. In answering Paragraph 72 of Plaintiff's Complaint, Defendants
20 assert that Plaintiff verbally consented to the Glendale Police Department taking and
21 reviewing the contents of his laptop. To the extent that Plaintiff is asserting a claim
22 against these answering Defendants, Defendants deny same.

23 41. In answering Paragraphs 73 and 74 of Plaintiff's Complaint,
24 Defendants deny there was any limit placed on the search Plaintiff consented to and
25 further deny all remaining allegations.

26 42. In answering Paragraph 75 of Plaintiff's Complaint, Defendants
27 admit only that the Glendale Police Department conducted a criminal investigation
28 regarding Plaintiff's activities; Defendants deny that Plaintiff's computer was illegally

1 seized or searched. Defendants are without sufficient information or knowledge to form a
2 belief as to the remaining allegations contained therein and, therefore, deny same.

3 43. In answering Paragraphs 76, 77, 78, 79 and 80 of Plaintiff's
4 Complaint, Defendants admit only that the Glendale Police Department submitted a
5 possible criminal charge to the Maricopa County Attorney's Office on or about April 8,
6 2009; that the Maricopa County Attorney's Office declined prosecution and that Plaintiff
7 was notified of same.

8 44. In answering Paragraph 81 of Plaintiff's Complaint, Defendants
9 admit only that DPS removed its internal investigation from criminal hold. Defendants
10 deny all remaining allegations contained therein.

11 45. In answering Paragraphs 82, 83, 84, 85 and 86 of Plaintiff's
12 Complaint, Defendants admit only that DPS Sgt. Laurie Griffith reviewed material
13 obtained from Jacobs computer and that evidence of conduct violative of DPS standards,
14 rules, policies and procedures were discovered. Defendants admit that such violations of
15 standards, rules, policies and procedures did not resolve the claims made by the Hallidays.
16 Defendants deny all remaining allegations contained therein.

17 46. In answering Paragraph 87 of Plaintiff's Complaint, Defendants
18 admit only that Plaintiff was placed on administrative leave and later issued a Notice of
19 Charges of Misconduct.

20 47. In answering Paragraphs 88 and 89 of Plaintiff's Complaint,
21 Defendants admit only that Plaintiff was charged with misconduct which was discovered
22 during the Professional Standard Unit's Investigation. Defendants deny all remaining
23 allegations contained therein.

24 48. In answering Paragraph 90 of Plaintiff's Complaint, Defendants
25 admit only that Plaintiff made numerous futile and unsupported allegations and statements
26 during the period he was on administrative leave and thereafter. Defendants deny that
27 Plaintiff's Constitutional rights were violated in any way.

1 49. In an
2 admit same.

3 50. In an:
4 Defendants admit only tha
5 that Plaintiff was "comple
6 remaining allegations conta

7 51. In answ
8 that any statements made b
9 or malicious. Photographs
10 pornography.

11 52. In answ
12 admit same.

13 53. In answ
14 Plaintiff's Complaint, Defen

15 54. In answ
16 Defendants are without suffi
17 of the matters asserted therei

18 55. In answ
19 deny same.

20 56. In answ
21 deny same.

22 57. In answ
23 deny same.

24
25
26
27 58. In answ
28 incorporate by reference Para

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Before: SCHROEDER, KLEINFELD, and BERZO

Geoffrey Jacobs appeals the district court's
§ 1983 action claiming violation of his civil rights
unlawful search and seizure of his computer. He c
constituted an invasion of rights that led to inform
termination from the Arizona Department of Publi
challenged that termination in Arizona administrat
violation of his constitutional rights, but admitting
He did not appeal to the state trial court.

The district court dismissed this action, ruling
Jacobs's constitutional claims were barred by res j
Morris, 188 F.3d 1083 (9th Cir. 1999), which held
claims in federal court were barred by res judicata
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adjudicate the constitutional claims. Jacobs conte
involve constitutional rights that could not have b
Under *Olson*, however, if they could have been ac
court, they are barred by res judicata. 188 F.3d at

1 59. In answering Paragraphs 111 and 112 of Plaintiff's Complaint,
2 Defendants admit same.

3 60. In answering Paragraphs 113, 114, 115, 116, 117 and 118 of
4 Plaintiff's Complaint, Defendants deny same.

5 **COUNT TWO**

6 **(False Light/Invasion of Privacy)**

7 61. In answering Paragraph 119 of Plaintiff's Complaint, Defendants
8 incorporate by reference their responses to Paragraphs 1 through 118 of Plaintiff's
9 Complaint as if fully set forth herein.

10 62. In answering Paragraph 120 of Plaintiff's Complaint, Defendants
11 deny same.

12 **COUNT THREE**

13 **(Intentional Infliction of Emotional Distress)**

14 63. In answering Paragraph 121 of Plaintiff's Complaint, Defendants
15 incorporate by reference their responses to Paragraphs 1 through 120 of Plaintiff's
16 Complaint as if fully set forth herein.

17 64. In answering Paragraphs 122, 123, 124 and 125 of Plaintiff's
18 Complaint, Defendants deny same.

19 **COUNT FOUR**

20 **(Defamation)**

21 65. In answering Paragraph 126 of Plaintiff's Complaint, Defendants
22 incorporate by reference their responses to Paragraphs 1 through 125 as if fully set forth
23 herein.

24 66. In answering Paragraphs 127, 128, 129, 130, 131 and 132 of
25 Plaintiff's Complaint, Defendants deny same insofar as said paragraphs attempt to assert a
26 claim against these answering Defendants, or any member of the Department of Public
27 Safety during the relevant time period of Plaintiff's Complaint.

COUNT FIVE

(Negligent Supervision)

67. In answering Paragraph 133 of Plaintiff's Complaint, Defendants incorporate by reference their responses to Paragraphs 1 through 132 of Plaintiff's Complaint as if fully set forth herein.

68. In answering Paragraphs 134 and 135 of Plaintiff's Complaint, Defendants deny same.

AFFIRMATIVE DEFENSES

As and for an affirmative defense and in the alternative, Defendants assert:

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.
2. Plaintiff failed to timely and properly comply with Arizona's Notice of Claim statute.
3. Plaintiff's Complaint is barred by the applicable statute of limitations.
4. Plaintiff's Complaint is barred by the doctrine of *res judicata*, *collateral estoppel* and/or issue preclusion.
5. The individually named Defendants sued in their individual capacity are entitled to qualified immunity.
6. A.R.S. §12-820.04 bars any claim for punitive damages as to governmental entities and/or governmental employees on all state law claims.
7. Plaintiff's claim for punitive damages against governmental entities and/or governmental employees in their official capacity are barred by the *City of Newport v. Fact Concerts, Inc.*, 101 S.Ct. 2748 (1981) and *Smith v. Wade*, 103 S.Ct. 1625 (1983).
8. The State of Arizona and state agencies do not qualify as "persons" within the meaning of 42 U.S.C. §1983 and are, therefore, improper party defendants. See *Will v. Michigan Department of State Police*, 491 U.S. 58 (1989).

1 9. A lawsuit against a state officer in his/her official capacity is not a
2 lawsuit against a "person" within the meaning of §1983 and is, therefore, not subject to
3 suit under the statute.

4 10. The Department of Public Safety is a non-jural entity which may
5 neither sue nor be sued and is, therefore, an improper party defendant.

6 11. Plaintiff is comparatively at fault all of which serves to reduce or
7 eliminate damages, if any, owed by these Answering Defendants.

8 12. Statements allegedly made by these Defendants were not defamatory.

9 13. Truth as an absolute defense.

10 14. The recipient of the allegedly defamatory statement or some other
11 third party had some common interest in the matter being discussed.

12 15. The alleged defamatory comments were a matter of public interest.

13 16. Defendants deny that they ever published defamatory statements.

14 17. Defendants assert that the allegedly defamatory statements, if made,
15 were in the nature of pure opinion.

16 18. Defendants assert that the allegedly defamatory statements, if made,
17 were protected by qualified or absolute privilege.

18 19. Plaintiff will be unable to prove damages necessary to recover on his
19 claims, as alleged, or at all.

20 20. Defendants did not give publicity to or communicate to the public a
21 matter concerning Plaintiff's private life.

22 21. Plaintiff cannot prove special damages on any claim alleging
23 defamation.

24 WHEREFORE, having fully answered Plaintiff's Complaint, Defendants
25 request that this matter be dismissed and that they awarded their costs incurred herein and
26 such other and further relief that the Court deems just and proper including attorneys fees
27 under 42 U.S.C. §1988. As to all triable matters, Defendants request trial by jury.

1
2 DATED this 20th day of August, 2010.

3 JONES, SKELTON & HOCHULI, P.L.C.

4
5 By s/Georgia A. Staton

6 Georgia A. Staton
7 Michele Molinaro
8 2901 North Central Avenue, Suite 800
9 Phoenix, Arizona 85012
10 Attorneys for Defendant State of Arizona;
11 Department of Public Safety; Pennie
12 Gillett-Stroud and Gregory Stroud; Laurie
13 Griffith and Timothy Griffith

14 ORIGINAL electronically filed
15 this 20th day of August, 2010.

16 COPY mailed/e-mailed
17 this 20th day of August, 2010, to:

18 Hon. G. Murray Snow
19 United States District Court
20 Sandra Day O'Connor U.S. Courthouse
21 401 West Washington Street, SPC 80
22 Suite 622
23 Phoenix, AZ 85003-2156
24 602-322-7650

25 Caroline A. Pilch, Esq.
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landeen@ypklaw.com

29 s/Gwen Coon

CASE	PERSON	AGENCY	MISCONDUCTS	MISCON NOTES	ACTION	ACTION DATE
2009-136	PETERSON, LARS N	Phoenix Police Department	DISHONESTY / FALSE STATEMENTS - FALSE STATEMENTS - ALL OTHERS - DEFINE IN NOTES	UNTRUTHFUL	Revoke	9/15/2010
2009-109	FRASIER, BRENT A	Mesa Police Department	DISHONESTY / FALSE STATEMENTS - FALSE STATEMENTS - ALL OTHERS - DEFINE IN NOTES MISFEASANCE/MALFEASANCE/NONFEASANCE - MISFEASANCE/MALFEASANCE/NONFEASANCE	UNTRUTHFUL MISFEASANCE/MALFEASANCE/NONFEASANCE	Revoke	9/15/2010
2009-85	QUEEN, WILLIAM R	Bullhead City Police Department	DISHONESTY / FALSE STATEMENTS - FALSE STATEMENTS - ALL OTHERS - DEFINE IN NOTES ALL OTHER - UNSPECIFIC - ALL OTHERS - DEFINE IN NOTES	UNTRUTHFUL MISCONDUCT - MISCELLANEOUS	Revoke	8/18/2010
2009-96	QUIK, IAN B	Pinal City Sheriff's Office	DISHONESTY / FALSE STATEMENTS - FALSE STATEMENTS - ALL OTHERS - DEFINE IN NOTES CRIMINAL OFFENSES - THEFT	UNTRUTHFUL THEFT/FRAUD	Revoke	7/21/2010
2009-111	WILLIAMS, DANIEL M	Pima City Sheriff's Department	MISFEASANCE/MALFEASANCE/NONFEASANCE - MISFEASANCE/MALFEASANCE/NONFEASANCE ALCOHOL RELATED - ALCOHOL OFFENSES - ALL OTHERS - DEFINE IN NOTES	MISFEASANCE/MALFEASANCE/NONFEASANCE ALCOHOL RELATED	Revoke	6/16/2010
2009-87	HONYAOMA, TODD D	Hopi Resource Enforcement Services	DISHONESTY / FALSE STATEMENTS - FALSE STATEMENTS - ALL OTHERS - DEFINE IN NOTES MISFEASANCE/MALFEASANCE/NONFEASANCE - MISFEASANCE/MALFEASANCE/NONFEASANCE	UNTRUTHFUL MISFEASANCE/MALFEASANCE/NONFEASANCE	Revoke	6/18/2010
2009-53	WAGNER, DAVID E	Prescott Valley Police Department	CRIMINAL OFFENSES - THEFT CRIMINAL OFFENSES - THEFT	THEFT/FRAUD THEFT/FRAUD	Revoke	6/18/2010
2008-112	BELLAMY, SCOTT A	Pinal City Sheriff's Office	MISFEASANCE/MALFEASANCE/NONFEASANCE - MISFEASANCE/MALFEASANCE/NONFEASANCE DISHONESTY / FALSE STATEMENTS - FALSE STATEMENTS - ALL OTHERS - DEFINE IN NOTES	MISFEASANCE/MALFEASANCE/NONFEASANCE UNTRUTHFUL	Revoke	6/16/2010
2009-101	JACOBS, GEOFFREY R	AZ Department of Public Safety	CRIMINAL OFFENSES - THEFT ALL OTHER - UNSPECIFIC - ALL OTHERS - DEFINE IN NOTES MISFEASANCE/MALFEASANCE/NONFEASANCE -	THEFT/FRAUD MISCONDUCT -	Revoke	4/21/2010
2007-26	MILES, ALLEN C	Pinal City Sheriff's Office	MISFEASANCE/MALFEASANCE/NONFEASANCE - DISHONESTY / FALSE STATEMENTS - FALSE STATEMENTS - ALL OTHERS - DEFINE IN NOTES	MISCELLANEOUS MISFEASANCE/MALFEASANCE/NONFEASANCE ORAL AND WRITTEN UNTRUTHFUL	Revoke	3/22/2010
2009-29	YESFORD, JAMES A	Ft Mojave Tribal Police Department	DISHONESTY / FALSE STATEMENTS - FALSE STATEMENTS - ALL OTHERS - DEFINE IN NOTES CIVIL RIGHTS VIOLATIONS - EXCESSIVE FORCE	ORAL AND WRITTEN UNTRUTHFUL EXCESSIVE USE OF FORCE	Revoke	3/17/2010
2009-54	BROWN, ROY L	Pinal City Sheriff's Office	SEX RELATED ISSUES - SEX OFFENSES - ALL OTHERS - DEFINE IN NOTES CRIMINAL OFFENSES -	SEXUAL MISCONDUCT	Revoke	3/17/2010
2009-69	PRESCO, GEOFFREY M	Yuma Police Department	THEFT MISFEASANCE/MALFEASANCE/NONFEASANCE - MISFEASANCE/MALFEASANCE/NONFEASANCE	THEFT/FRAUD MISFEASANCE/MALFEASANCE/NONFEASANCE	Revoke	3/17/2010
2009-31	KAYE, CHRISTOPHER L	Navajo Division of Public Safety	DISHONESTY / FALSE STATEMENTS - FALSE STATEMENTS - ALL OTHERS - DEFINE IN NOTES MISFEASANCE/MALFEASANCE/NONFEASANCE - MISFEASANCE/MALFEASANCE/NONFEASANCE	UNTRUTHFUL MISFEASANCE/MALFEASANCE/NONFEASANCE	Revoke	2/17/2010
2009-45	NEIDIG, MELVIN E	AZ Department of Transportation - ECD	DISHONESTY / FALSE STATEMENTS - FALSE STATEMENTS - ALL OTHERS - DEFINE IN NOTES MISFEASANCE/MALFEASANCE/NONFEASANCE - MISFEASANCE/MALFEASANCE/NONFEASANCE	UNTRUTHFUL MISFEASANCE/MALFEASANCE/NONFEASANCE	Revoke	1/20/2010

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 1/29/2019 2:38:21 PM.****

IN THE COUNTY COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

FIRST NATIONAL BANK OF OMAHA,
Plaintiff,

v.

GEOFFREY JACOBS,
Defendant(s).

*
*
* CASE NO. COSO-18-005648
*

FINAL JUDGMENT

This cause comes before the Court on the Plaintiff's Motion for Entry of a Final Judgment of Default and Damages, after entry of Default against Defendant. The Court having considered the Motion and reviewed the pleadings, it is thereupon ORDERED and ADJUDGED:

1. That a final judgment is issued in favor of Plaintiff, FIRST NATIONAL BANK OF OMAHA, and against Defendants, GEOFFREY JACOBS, in the amount of \$12166.09 with costs of court in the amount of \$411.20, for which let execution so issue, and Plaintiff shall recover that amount from the Defendant.

2. Jurisdiction of this case is retained to enter further orders that are proper for execution and/or garnishment, and to compel defendant to complete form 1.977 along with any attachments and serve it on the plaintiff's attorney.

DONE and ORDERED on this

28 day of Jan, 2019.
Theresa M. Miller
Judge

Plaintiff's Address:

FIRST NATIONAL BANK OF OMAHA, 1620 DODGE STREET, OMAHA, NE 36197

Copies furnished to:

Brandy Chamblee, attorney for Plaintiff, P.O. Box 4953, Montgomery, AL 36103

GEOFFREY JACOBS, defendant, 3120 W HALLANDALE BEACH BLVD # 622, HALLANDALE, FL 33009

304031.4608.4.4

CLERK OF CIRCUIT COURT
BROWARD COUNTY, FL.
2019 JAN 29 AM 11:26
COUNTY CIVIL SOUTH

IN THE COUNTY COURT OF BROWARD COUNTY, FLORIDA
CIVIL DIVISION

FIRST NATIONAL BANK OF OMAHA,

Plaintiff/Petitioner,

vs.

Case No.: _____

GEOFFREY JACOBS,

Defendant(s)/Respondent(s).

COMPLAINT

Plaintiff, FIRST NATIONAL BANK OF OMAHA, sues the Defendant(s) GEOFFREY JACOBS, and alleges:

JURISDICTION AND VENUE

1. This is an action for damages which exceed \$5,000.00 but do not exceed \$15,000.00.
2. Venue is appropriate in BROWARD County because Defendant is a resident and resides at 6278 N. FEDERAL HYW #251, FORT LAUDERDALE, FL 33308-1916.

COUNT ONE
(OPEN ACCOUNT)

3. The Defendant made purchases of various consumer goods and/or cash advances through use of his/her credit account obtained from the Plaintiff on account number XXXXXXXXXXXX.
4. Defendant has failed to pay the balance due on the account.
5. Defendant(s) owes the Plaintiff \$12166.09 that is due together with costs.

Wherefore, plaintiff demands judgment for damages against defendant in the amount of \$12166.09 together with costs and such other relief deemed just and proper

COUNT TWO
ACCOUNT STATED

6. Plaintiff hereby re-alleges and incorporates all of the allegations set forth in the paragraphs above.
7. Before the institution of this action Plaintiff and Defendant had business transactions between them and on or about 11/02/17, they agreed to the resulting balance.

304031.479.3.49

*** FILED: BROWARD COUNTY, FL BRENDA D. FORMAN, CLERK 7/3/2018 4:13:20 PM.***

8. Plaintiff rendered a statement of the balance to the defendant, a copy being attached as Exhibit A, and defendant did not object to the statement.

9. Defendant owes Plaintiff \$12166.09 that is due together with costs.

Wherefore, plaintiff demands judgment for damages against defendant in the amount of \$12166.09 together with costs and such other relief deemed just and proper.

RESPECTFULLY SUBMITTED this 3 July 2018.

/s/ Brandy L. Chamblee

Brandy L. Chamblee

Attorney for Plaintiff FL ID 62194

OF COUNSEL:

Moxley & Associates, LLC

P.O. Box 4953

Montgomery, AL 36103

bchamblee@moxleylaw.com

334/ 834-9689



2253 114726

GEOFFREY JACOBS
8278 N FEDERAL HWY # 251
FORT LAUDERDALE FL 33308-1916

First Bankcard
P.O. Box 2557
Omaha, NE 68103-2557

Account Number:
New Balance: \$12,166.09
Minimum Payment Due: \$2,116.00
Payment Due Date: Now Due

Make checks payable to First Bankcard

Amount of Payment Enclosed

\$

Change of Address? If yes, please
complete reverse side.

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Ram Mastercard®

Account Number:

Page 001 of 002



Account Summary

Previous Balance \$11,987.87
Payments \$0.00
Other Credits \$0.00
Purchases \$0.00
Balance Transfers \$0.00
Cash Advances \$0.00
Fees Charged \$25.00
Interest Charged \$153.22
New Balance \$12,166.09
Statement Closing Date 11/02/17
Days in Billing Cycle 29
Total Credit Limit \$11,450.00
Available Credit \$0.00
Cash Limit \$2,300.00
Available Cash \$0.00



Payment Information

New Balance \$12,166.09
Minimum Payment Due \$2,116.00
Past Due Amount \$1,818.00
Payment Due Date Now Due

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased to a Penalty APR of up to 30.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	(And you will end up paying an estimated total of...)
Only the minimum payment	34 years	\$27,848
\$428	3 years	\$15,408 (Savings \$12,440)

If you would like information about credit counseling services, call 1-866-486-6322.



Customer Service
Save Time and Stamps
by Paying Online!

Call: Toll Free 1-866-348-3507

(TDD Telecommunications Device for the Deaf: 1-800-925-2833) (Balance Transfer Hotline: 1-877-368-4231)

Visit: www.firstbankcard.com/ram

Remit to: First Bankcard, P.O. Box 2557, Omaha, NE 68103-2557



Smart Tips

Holiday shopping can put a strain on your credit. Keep track of your spending by collecting receipts and adding them up, like you would do when balancing a checkbook. That can help you avoid a January surprise!



Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Fees				
11-01	11-02	75170957302000308062000	LATE FEE	\$25.00
Total Fees For This Period				\$25.00
Interest Charged				
Interest Charge on Purchases				\$153.22
Interest Charge on Cash Advances				\$0.00
Interest Charge on Balance Transfers				\$0.00
Total Interest For This Period				\$153.22

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Special Offer or Eligible Purchase APR Expiration Date	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	15.99% (v)	N/A	\$9,998.13	29	\$128.99
Cash Advance	26.24% (v)	N/A	\$0.00	29	\$0.00
Intro Purchases	15.99% (v)	N/A	\$2,065.24	29	\$26.23

2017 Total Year-to-Date

Total fees charged in 2017 \$285.00
Total interest charged in 2017 \$1,665.42

Issued by First Bankcard, a division of First National Bank of Omaha
Ram is a registered trademark of FCA US LLC.

See reverse for additional information.
Continued next page



2253 117433

GEOFFREY JACOBS
6276 N FEDERAL HWY # 251
FORT LAUDERDALE FL 33308-1916

First Bankcard
P.O. Box 2557
Omaha, NE 68103-2557

Account Number: [REDACTED]
New Balance: \$11,080.32
Minimum Payment Due: \$341.00
Payment Due Date: June 1, 2017

Make checks payable to First Bankcard

Amount of Payment Enclosed

\$ [REDACTED]

Change of Address? If yes, please
complete reverse side.

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Ram Mastercard®

Account Number: [REDACTED]

Page 001 of 002



Account Summary

Previous Balance\$11,397.84
Payments\$500.00
Other Credits\$0.00
Purchases+\$0.00
Balance Transfers+\$0.00
Cash Advances+\$0.00
Fees Charged+\$35.00
Interest Charged+\$147.48
New Balance\$11,080.32
Statement Closing Date05/04/17
Days In Billing Cycle30

Total Credit Limit\$11,450.00
Available Credit\$369.00
Cash Limit\$2,300.00
Available Cash\$369.00



Payment Information

New Balance\$11,080.32
Minimum Payment Due\$341.00
Past Due Amount\$50.00
Payment Due DateJune 1, 2017

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased to a Penalty APR of up to 30.74%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	33 years	\$25,067
\$389	3 years	\$13,966 (Savings \$11,129)

If you would like information about credit counseling services, call 1-866-488-6322.



Customer Service
Save Time and Stamps
by Paying Online!

Call: Toll Free 1-866-348-3507

(TDD Telecommunications Device for the Deaf: 1-800-825-2833) (Relay Texas Toll-free: 1-877-386-6231)

Visit: www.firstbankcard.com/ram

Remit to: First Bankcard, P.O. Box 2557, Omaha, NE 68103-2557



Smart Tips

Keeping up with your credit card bills is just part of the picture when it comes to healthy credit. If you default on your utility bills, that shows up on your report and can translate into higher rates on your other debt as a result – so make sure to pay every bill, every month.



Rewards Summary

Earn rewards points everyday - you earn 3 points per \$1 on FCA Purchases, 2 points per \$1 on Travel Purchases and 1 point per \$1 on all other Net Purchases. Then you can redeem those points for FCA parts (including Mopar parts and accessories) and services at FCA participating dealerships or to purchase or lease a new or used Chrysler, Dodge, Jeep, Ram or FIAT vehicle at a FCA participating dealership. You can also redeem for travel, cash back as a statement credit to your Account, gift cards, merchandise or other goods and services. See your rewards terms and conditions for complete details.

- 0 Points earned this month on FCA Purchases
- 0 Points earned this month on Travel Purchases
- 0 Points earned this month on all other Net Purchases
- 0 Bonus points earned this month
- 0 Total points earned this month
- 0 Points redeemed this month
- 2,335 Current point balance

Points expiring on your next statement closing date.....0
(Points earned expire on or after 7 years from the date they are awarded.)

Redeem your points online 24/7 by accessing your Account at the web address listed above or by calling the Rewards Service Center at 855-856-0509 during hours of operation Monday through Friday, 8:00 a.m. to 11:00 p.m. Central Standard Time, and Saturday and Sunday, 8:00 a.m. to 4:30 p.m. Central Standard Time.

Issued by First Bankcard, a division of First National Bank of Omaha
Ram is a registered trademark of FCA US LLC.

See reverse for additional information.

Continued next page

OUR COMMITMENT TO YOU

We are committed to providing our customers with quality products, superior service, and our continued support and respect.

Account Number:

Page 002 of 002

Important Information Regarding Your Account

By your closing date, we had not received the required payment.
Please forward the proper minimum amount due to bring your account current.

We may report information about your account to credit bureaus.
Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Payments and Other Credits				
5-01	5-01	85411177121027555168793	PAYMENT - THANK YOU	\$500.00 (CR)
Fees				
5-01	5-04	75179657124000124062000	LATE FEE	\$35.00
Total Fees For This Period				\$35.00
Interest Charged				
Interest Charge on Purchases				\$147.48
Interest Charge on Cash Advances				\$0.00
Interest Charge on Balances Transfers				\$0.00
Total Interest For This Period				\$147.48

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	15.74% (v)	\$2,227.85	30	\$119.31
Cash Advance	25.99% (v)	\$0.00	30	\$0.00
Intro Purchases	15.74% (v)	\$2,179.44	30	\$28.17

2017 Total Year-to-Date

Total fees charged in 2017\$130.00
Total interest charged in 2017\$744.65

**Electronic Articles of Incorporation
For**

P16000035495
FILED
April 19, 2016
Sec. Of State
clewis

AEROLUXE INC

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:
AEROLUXE INC

Article II

The principal place of business address:
6278 N FEDERAL HWY
SUITE 251
FORT LAUDERDALE, FL. US 33308

The mailing address of the corporation is:
6278 N FEDERAL HWY
SUITE 251
FORT LAUDERDALE, FL. US 33308

Article III

The purpose for which this corporation is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:
100

Article V

The name and Florida street address of the registered agent is:
GEOFFREY R JACOBS
6278 N FEDERAL HWY
SUITE 251
FORT LAUDERDALE, FL. 33308

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: GEOFFREY R JACOBS

P16000035495
FILED
April 19, 2016
Sec. Of State
clewis

Article VI

The name and address of the incorporator is:

GEOFFREY R JACOBS
6278 N FEDERAL HWY
SUITE 251
FORT LAUDERDALE, FL 33308

Electronic Signature of Incorporator: GEOFFREY R JACOBS

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: CEO
GEOFFREY R JACOBS
6278 N FEDERAL HWY, SUITE 251
FORT LAUDERDALE, FL. 33308 US

Title: CAO
ANGELA M JACOBS
6278 N FEDERAL HWY, SUITE 251
FORT LAUDERDALE, FL. 33308 US

Article VIII

The effective date for this corporation shall be:

06/01/2016

IN THE COUNTY COURT IN AND
FOR BROWARD COUNTY, FLORIDA

MIDLAND FUNDING LLC

Plaintiff,

vs

GEOFFREY JACOBS

Defendant.

Case # _____

Div # _____

**NOTICE TO APPEAR FOR PRETRIAL
CONFERENCE/MEDIATION**

STATE OF FLORIDA - NOTICE TO PLAINTIFF(S) AND DEFENDANT(S)

TO: GEOFFREY JACOBS
3120 W HALLANDALE BEACH BLVD
HALNDLE BCH FL 33009

YOU ARE HEREBY NOTIFIED
BROWARD COUNTY SOUTH RE
3550 HOLLYWOOD BOULEVARI
_____, 201____, FOR A PRETRIAL CONFERENCE.

Pretrial Information: Appear at
3550 Hollywood Boulevard, Hollywood, FL 33021
on 10/23/2019 at 11:00 AM in South Courtroom 220.

IMPORTANT -- READ CAREFULLY

**THE CASE WILL NOT BE TRIED AT THE PRETRIAL CONFERENCE, BUT MAY BE
MEDIATED AT THAT TIME.**

DO NOT BRING WITNESSES. YOU MUST APPEAR IN PERSON OR BY ATTORNEY.

**WHOEVER APPEARS FOR A PARTY MUST HAVE FULL AUTHORITY TO SETTLE FOR
ALL AMOUNTS FROM ZERO TO THE AMOUNT OF THE CLAIM WITHOUT FURTHER
CONSULTATION. FAILURE TO COMPLY MAY RESULT IN THE IMPOSITION OF
SANCTIONS, INCLUDING COST, ATTORNEYS FEES, ENTRY OF JUDGMENT ,OR
DISMISSAL.**

The defendant(s) must appear in court on the date specified to avoid a default judgment. The plaintiff(s) must appear to avoid having the case dismissed for lack of prosecution. A written MOTION or ANSWER to the court by the plaintiff(s) or defendant(s) shall not excuse the personal appearance of a party or its attorney at the PRETRIAL CONFERENCE/MEDIATION. The date and or/time of the pretrial conference CANNOT be rescheduled without good cause and prior court approval.

A corporation may be represented at any stage of the trial court proceedings by an officer of the corporation or any employee authorized in writing by an officer of the corporation. Written authorization must be brought to the Pretrial Conference/Mediation.

The purpose of the pretrial conference is to record your appearance, to determine if you admit all or part of the claim, to enable the court to determine the nature of the case, and to set the case for trial if the case cannot be resolved to at the pretrial conference. You or your attorney should be prepared to confer with the court and to explain briefly the nature of your dispute, state what efforts have been made to settle the dispute, exhibit any documents necessary to prove the case, state the names and addresses of your witnesses, stipulate to the facts that will require no proof and will expedite the trial, and estimate how long it will take to try the case.

Page 1

FL_0111G File No.: 19-157728

DSTM

*** FILED: BROWARD COUNTY, FL -BRENDA D. FORMAN, CLERK 09/11/2019 05:46:19 PM.***

MEDIATION:

Mediation may take place during the time scheduled for the pretrial conference. Mediation is a process whereby an impartial and neutral third person called a mediator acts to encourage and facilitate the resolution of a dispute between two or more parties, without prescribing what the resolution should be. It is an informal and non-adversarial process with objective of helping the disputing parties reach a mutually acceptable and voluntary agreement.

In mediation, decision making rests with the parties. Negotiations in county court mediations are primarily conducted by the parties. Counsel for each party may participate. However, presence of counsel is not required. If a lawful agreement is not reached at mediation, the remaining issues of the case will be set for trial. Mediation communications are confidential and privileged except where disclosures are required or permitted by law.

If you admit the claim, but desire additional time to pay, you must come and state the circumstances. The court may or may not approve a payment plan and withhold judgment or execution or levy.

RIGHT TO VENUE. -- The law gives the person or company who has sued you the right to file in any one of several places as listed below. However, if you have been sued in any place other than one of these places, you, as the defendant(s), have the right to request that the case be moved to a proper location or venue. A proper location or venue may be one of the following: (1) where the contract was entered into; (2) if the suit is on an unsecured promissory note, where the note is signed or where the maker resides; (3) if the suit is to recover property or to foreclose a lien, where the property is located; (4) where the event giving rise to the suit occurred; (5) where any of one or more of the defendant(s) sued resides; (6) any location agreed to in a contract; (7) in an action for money due, if there is no agreement as to where the suit may be filed, where payment is to be made. If you, as the defendant(s), believe the plaintiff(s) has/have sued in one of these correct places, you must appear on your court date and orally request a transfer, or you must file a **WRITTEN** request for transfer in affidavit form (sworn under oath) with the court (7) seven days prior to the first court date and send a copy to the plaintiff(s) or plaintiff(s) attorney, if any.

A copy of the Statement of Claim shall be served with this summons.

DATED AT _ SEP 16 2019 FLORIDA ON _____

Filled by:

BRENDA D. FORMAN
AS CLERK OF COURTS

by: _____



AFFIDAVIT OF SERVICE

State of Florida

County of Broward

Small Claims Court

Case Number: COSO-19-011439 Court Date: 10/23/2019 11:00 am

Plaintiff:
Midland Funding LLC



TPL2019179525

vs.

Defendant:
GEOFFREY JACOBS

For:
Molly Fitzpatrick
Midland Credit Management, Inc.
P.O. Box 290335
Tampa, FL 33687

Received by TROPICAL SURVEILLANCE & INVESTIGATIONS, INC on the 17th day of September, 2019 at 4:52 pm to be served on GEOFFREY JACOBS, 3120 W HALLANDALE BEACH BLVD, #622, HALNDLE BCH, FL 33009.

I, Erika Vass, being duly sworn, depose and say that on the 4th day of October, 2019 at 8:45 am, I:

INDIVIDUALLY SERVED the above named person with a true copy of this **Summons/Notice to Appear for Pretrial Conference and Complaint with Exhibits** with the date and hour of service endorsed thereon by me, at the address of **3120 W HALLANDALE BEACH BLVD, #622, HALNDLE BCH, FL 33009** after informing said person of the contents of the matter thereof in accordance with State Statutes.

Description of Person Served: Age: 40, Sex: M, Race/Skin Color: White, Height: 5'9", Weight: 180, Hair: Dark Blonde, Glasses: N

I certify that I am a Special Process Server over the age of eighteen, appointed by the Sheriff's Office in the County in which it was served, that I am in good standing and have no interest in the above action. Under penalties of perjury, I declare that I have read the forgoing Verified return of service and the facts stated in it are true and correct. Pursuant to F.S. 92.525(2), Notary not required. Date: _____

OCT 04 2019

Subscribed and Sworn to before me on the 4 day
of October 2019 by the affiant who is
personally known to me.

NOTARY PUBLIC



KERI LA SALLE
Commission # GG 343342
Expires June 10, 2023
Bonded thru Budget Notary Services

Erika Vass
Special Process Server #1533

TROPICAL SURVEILLANCE & INVESTIGATIONS,
INC
P.O. Box 10961
Tampa, FL 33679
(813) 258-8885

Our Job Serial Number: TPL-2019179525
Ref: 19-157728

MIDLAND FUNDING LLC
Plaintiff,

vs.

GEOFFREY JACOBS
Defendant.

IN THE COUNTY COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY, FLORIDA
CASE NO.:

COMPLAINT

Plaintiff MIDLAND FUNDING LLC sues Defendant GEOFFREY JACOBS and alleges:

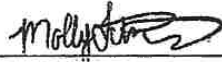
1. Damages in this action do not exceed \$5,000, exclusive of interest and court costs.
2. Plaintiff is a Delaware Limited Liability Company, authorized to do business in Florida.
3. Defendant is an individual, a resident of BROWARD County, and is sui juris.
4. Defendant's SYNCHRONY BANK account, number XXXXXXXXXXXXXXXXXXXX, was assigned to Plaintiff for value after it was charged off. A copy of the chain of title and/or bill(s) of sale to Plaintiff is attached.
5. Plaintiff notified Defendant of the assignment more than 30 days before initiation of legal action, pursuant to Florida Statute §559.715.
6. Plaintiff has met all conditions precedent to the initiation of this lawsuit, or those conditions have been otherwise waived.
7. Defendant's account with SYNCHRONY BANK was opened on June 02, 2017. Defendant's account was sold to Plaintiff after it was charged off.
8. Plaintiff MIDLAND FUNDING LLC owns portfolios of consumer receivables, which it attempts to collect. When working with individual consumers, Plaintiff MIDLAND FUNDING LLC and its affiliates (collectively, "Midland") generally attempt to contact consumers like Defendant through several means, all in an effort to establish contact and to resolve the underlying obligation. In doing so, Midland attempts to assess each consumer's willingness to pay, through phone calls, letters or other means. Midland attempts to exclude consumers from its collection efforts, where Midland believes those consumers are facing extenuating circumstances or hardships that would prevent them from making any payments.

9. When Midland contacts consumers, it strives to treat consumers with respect, compassion and integrity. Midland works with consumers in an effort to find mutually-beneficial solutions, often offering discounts, hardship plans, and payment options. Midland's efforts are aimed at working with consumers to repay their obligations and to attain financial recovery. Midland strives to engage in dialogue that is honorable and constructive, and to play a positive role in consumers' lives.
10. Despite Midland's efforts to teach consumers and resolve the consumer's obligations, only a percentage of consumers choose to engage with Midland. Those who do are often offered discounts or payment plans that are intended to suit their needs. Midland would prefer to work with consumers to establish voluntary payment arrangements resulting in the resolution of any underlying obligations. However, the majority of Midland's consumers ignore calls or letters, and some simply refuse to repay their obligations despite an apparent ability to do so. When this happens, Midland must decide then whether to pursue collection through legal channels, including litigation like the present action against Defendant. Although the Account is now in litigation, Plaintiff remains willing to explore a mutually-beneficial solution through voluntary payment arrangements, if possible.

I. ACCOUNT STATED

11. Prior to the account being charged off, Defendant used the credit account and received regular monthly account statements.
12. Defendant did not timely object to the account statements, thereby expressly or impliedly agreeing that the balance due reflected on the final statement, namely the principal sum of \$1,571.27 is correct and properly due. A copy of the final account statement is attached.
13. Defendant owes Plaintiff the principal balance of \$1,571.27 and the costs of bringing this action.

WHEREFORE, Plaintiff demands judgment against Defendant for damages in the amount of \$1,571.27, costs, and interest at the statutory rate, per annum, from the date of judgment.



PAYAL CHATANI, Esq., Fla. Bar 25285 ____
SEAN FISHER, Esq., Fla. Bar 95956 ____
MOLLY FITZPATRICK, Esq., Fla. Bar 103529 ____
CHASE HAGUE, Esq., Fla. Bar 1008510 ____
COLLEEN E. LEHMANN, Esq., Fla. Bar 33496 ____
VALERIA OBI, Esq., Fla. Bar 106554 ____
JOHAN A. GREEN, Esq., Fla. Bar 1011917 ____
Attorneys for Plaintiff
PO BOX 290335
TAMPA FL 33687
(866) 300-8750 Phone / (813) 337-0637 Fax
E-service address: IL_FL@mcmcg.com

ASHLEY FURNITURE HOMESTORES/SYNCR

GEOFFREY R JACOBS

Account Number :
 Statement Closing Date: 01/03/2018

Summary of Account Activity		Payment Information							
Previous Balance	\$1,530.20	New Balance	\$1,571.27						
+ New Purchases	\$0.00	Minimum Payment This Period	\$57.00						
- Payments	\$0.00	Amount Past Due	\$314.00						
+/- Credits, Fees & Adjustments (net)	\$37.00	Total Minimum Payment Due	\$371.00						
+/- Interest Charge (net)	\$4.07	Payment Due Date	01/26/2018						
New Balance	\$1,571.27	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.							
Credit Limit	\$1,500.00	We may convert your payment into an electronic debit. See reverse side.							
Available Credit	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$37.00.							
Overlimit Amount	\$71.27	Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:							
Days in Billing Period	31	<table border="1"> <thead> <tr> <th>If you make no additional charges using this card and each month you pay</th> <th>You will pay off the balance shown on this statement in about</th> <th>And you will end up paying an estimated total of</th> </tr> </thead> <tbody> <tr> <td>Only the minimum payment</td> <td>11 years</td> <td>\$4,527.00</td> </tr> </tbody> </table>		If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of	Only the minimum payment	11 years	\$4,527.00
If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of							
Only the minimum payment	11 years	\$4,527.00							
Pay online for free at: mysynchrony.com For Synchrony Bank customer service or to report your card lost or stolen, call 1-866-396-8254. Best times to call are Wednesday - Friday.		If you would like information about credit counseling services, call 1-877-302-8797.							

Promotional Expiration Notification
YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 07/03/18.

Promotional Purchase Summary					
Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Tran Date	Description	Initial Purchase Amount
07/03/2018	\$959.27	\$164.30	06/02/2017	Deferred Interest/No Interest If Paid In Full	\$959.27
07/03/2018	\$423.98	\$80.22	06/06/2017	Deferred Interest/No Interest If Paid In Full	\$423.98

A summary of your promotional purchase is provided above.
If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.
To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
12/26/2017	12/26/2017		FEES	
			LATE FEE	\$37.00
			TOTAL FEES FOR THIS PERIOD	\$37.00

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CXH 1 7 3 180103 EX PAGE 1 of 4 9073 3000 FKJ3 01CS5302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$371.00	\$314.00	01/26/2018	\$1,571.27	

Payment Enclosed : \$

☐ New address or e-mail? Check the box at left and print changes on back.

Payment due includes \$ 314.00 past due. Please pay the past due amount PROMPTLY.
If you only pay the Total Minimum Due it may not pay off the Promotional Purchase by the Expiration Date.

GEOFFREY R JACOBS
3120 W HALLANDALE BCH BLV
622
HALNDLE BCH FL 33009

Make Payment to: SYNCRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

In the County Court in and for Broward County, Florida

Date: 10/23/2019

Time: 11:00 AM

Div 62 - Terri-Ann Miller

Midland Funding LLC
Plaintiff

Case No. COSO-19-011439

vs.

Geoffrey Jacobs
Defendant

**DISPOSITION ORDER ON
PRETRIAL CONFERENCE**

___ THE CLERK SHALL RESET PRETRIAL PENDING SERVICE, RULE 1.070(j) HEREBY INVOKED PRINCIPAL \$ _____

___ A (DEFAULT) IS HEREBY ENTERED AGAINST THE DEFENDANT(S), AND THE PREJUDGMENT INTEREST \$ _____
(PLAINTIFF SHALL SUBMIT) (CLERK SHALL PREPARE)
A (AGREED) JUDGMENT FOR PLAINTIFF [SEE RIGHT]

___ THIS CASE IS DISMISSED (WITH) (WITHOUT) COSTS \$ _____
PREJUDICE; PLAINTIFF REQUEST OR DID NOT APPEAR

___ THIS CASE IS DISMISSED AS SETTLED (IN FULL) ATTY FEES \$ _____
(BY STIPULATION FOR PAYMENTS)

___ THE COURT RETAINS JURISDICTION TO ENFORCE THE INTEREST RATE _____ %
TERMS OF SETTLEMENT

___ THE PARTIES HAVE _____ DAYS TO SUBMIT/FILE BY
E-ORDER JOINT STIP INVOKING RULES OF CIV PROC,
CONSISTENT W/DIV ONLINE PROCEDURES

___ OTHER _____

JUDGE'S NOTES OR SPECIAL INSTRUCTIONS TO CLERK:

Rules Invoked

DONE AND ORDERED THIS _____ DAY OF OCT 23 2019, 20_____

ty

County Court Judge

/Filed in Open Court,
BRENDA D. FORMAN
CLERK

ON 10. 23. 19
BY *ty*

PORTFOLIO RECOVERY ASSOCIATES, LLC,

Plaintiff,

vs.

GEOFFREY R JACOBS,

Defendant.

IN THE COUNTY COURT IN AND FOR
BROWARD COUNTY, FLORIDA

SMALL CLAIMS DIVISION

CASE NO:

**SUMMONS/NOTICE TO APPEAR
PRETRIAL CONFERENCE [REMOTE APPEARANCE]
STATE OF FLORIDA – NOTICE TO PLAINTIFF(S) AND DEFENDANT(S)
PORTFOLIO RECOVERY ASSOCIATES, LLC**

GEOFFREY R JACOBS
1 MAIN ST
HOLLYWOOD, FL 33023

SEE HEARING INFO BELOW

YOU ARE HEREBY NOTIFIED that you or your attorney are required to appear VIA ZOOM VIDEOCONFERENCE on _____ at _____ for a PRETRIAL CONFERENCE before the Court.

IMPORTANT – READ CAREFULLY – THE CASE WILL NOT BE TRIED AT THAT TIME. DO NOT BRING WITNESSES – APPEAR IN PERSON OR BY ATTORNEY.

THESE ARE THE THINGS YOU MUST DO:

STEP ONE. Promptly contact Court Mediation Services at smallclaims@17th.flcourts.org to schedule your FREE mediation before the Court's neutral mediators in an attempt to resolve your case and/or arrange for a payment plan. [Please provide your name and case number in your email.] If you resolve your case, you will not need to attend the pretrial conference.

STEP TWO. If your case does not resolve before the pretrial conference date above, locate the Zoom Videoconference information for your assigned division on the attached Zoom link information page or as noted above. You can also locate the Zoom link at <http://www.17th.flcourts.org/judiciary-list-and-category>. (NOTE: Your Division Number is indicated at the very top of this page.) If you do not have an attorney, you may appear by telephone if you do not have access to video appearance through your computer or telephone. The telephone number is also available for each Division at <http://www.17th.flcourts.org/judiciary-list-and-category>.

STEP THREE. Attend the pretrial conference by Zoom videoconference. The defendant(s) must appear on the date specified above at the assigned time to avoid a default judgment. The plaintiff(s) must appear to avoid having the case dismissed. A written MOTION or ANSWER to the court by the plaintiff(s) or the defendant(s) shall not excuse the personal appearance of a party or its attorney at the PRETRIAL CONFERENCE. The date and time of the pretrial conference CANNOT be rescheduled without good cause and prior court approval.

Pretrial Information: Appear at
201 Southeast 6th Street, Fort Lauderdale, FL 33301
on 08/18/2020 at 9:00 AM
in <https://17thflcourts.zoom.us/j/906144255>.

*** FILED: BROWARD COUNTY, FL BRENDA D. FORMAN, CLERK 06/29/2020 10:22:23 AM.***

PORTFOLIO RECOVERY ASSOCIATES, LLC,

Plaintiff,

vs.

GEOFFREY R JACOBS,

Defendant.

IN THE COUNTY COURT IN AND FOR
BROWARD COUNTY, FLORIDA

SMALL CLAIMS DIVISION

CASE NO:

STATEMENT OF CLAIM

Plaintiff, PORTFOLIO RECOVERY ASSOCIATES, LLC, by and through
undersigned counsel, sues Defendant, GEOFFREY R JACOBS, and alleges that:

1. This is an action for damages that is within the jurisdiction of this Court.
 2. Plaintiff is a limited liability company authorized to bring this lawsuit in Florida.
 3. Defendant is an individual, is sui juris, and is a resident of BROWARD County, Florida.
 4. All conditions precedent to the bringing of this action have been met or waived.
 5. On or about March 16, 2015 Defendant requested from and was granted an extension of credit by BARCLAYS BANK DELAWARE.
 6. The original account number was *****[REDACTED]
 7. Plaintiff is the owner and holder of the debt pursuant to an assignment from the original creditor. An assignment is not required to be attached to an initial pleading. CACV v. DeWolf, 15 Fla. L. Weekly 27a (15th Jud Cir. App. Nov. 13, 2007).
 8. Plaintiff was assigned the aforementioned account on or about January 30, 2019.
- Correspondence was sent by the Plaintiff, its representatives, or both more

than thirty (30) days prior to the filing of this action.

COUNT I - ACCOUNT STATED

Plaintiff realleges and reaffirms paragraphs 1 through 8 above.

9. Before the institution of this action Plaintiff's assignor and Defendant had business transactions between them and on January 30, 2018, they agreed to the resulting balance.
10. Plaintiff's assignor rendered a statement of it to Defendant, a copy being attached, and Defendant did not object to the statement within a reasonable time.
11. Defendant owes Plaintiff \$5444.51 since January 30, 2018 on the account.

WHEREFORE, Plaintiff demands judgment against the Defendant for damages of \$5444.51, costs , and any other relief that this Court deems just and proper.


POLLACK & ROSEN, P.A.
JOSEPH F. ROSEN, ESQ.
FLA. BAR NO.: 308781
Attorney for the Plaintiff
806 Douglas Road, Suite 200
Coral Gables, Florida 33134
Telephone: (305) 448-0006 x 222
Toll Free: (888) 448-1557
Facsimile: (305) 569-0101
E-mail: LEGALPLEADINGS@POLLACKROSEN.COM

Matter No: 3345759

AFFIDAVIT

Commonwealth of Virginia
City of Norfolk ss.

I, the undersigned, Shakira Gilchrist, Custodian of Records, for Portfolio Recovery Associates, LLC hereby depose, affirm and state as follows:

1. I am competent to testify to the matters contained herein.
2. I am an authorized employee of Portfolio Recovery Associates, LLC, ("Account Assignee") which is doing business at Riverside Commerce Center, 120 Corporate Boulevard, Norfolk, Virginia. I am familiar with the policies and practices, as well as the books and records of Account Assignee with respect to the matters stated herein. This affidavit is based upon my personal knowledge of Account Assignee's record keeping system and my review of the business records of the Original Creditor **BARCLAYS BANK DELAWARE**, including a review of the business records transferred to Account Assignee from **BARCLAYS BANK DELAWARE** ("Account Seller"), which have become a part of and have integrated into Account Assignee's business records, in the ordinary course of business.
3. According to the business records, which are maintained in the ordinary course of business, the account, and all proceeds of the account are now owned by the Account Assignee, all of the Account Seller's interest in such account having been sold, assigned and transferred by the Account Seller on **01/30/2019**. Further, the Account Assignee has been assigned all of the Account Seller's power and authority to do and perform all acts necessary for the settlement, satisfaction, compromise, collection or adjustment of said account, and the Account Seller has retained no further interest in said account or the proceeds thereof, for any purpose whatsoever.
4. According to the records transferred to the Account Assignee from Account Seller, and maintained in the ordinary course of business by the Account Assignee, there was due and payable from **GEOFFREY R JACOBS** ("Debtor and Co-Debtor") to the Account Seller the sum of **\$5,444.51** with the respect to account number ending in **1615** as of the date of **01/30/2018** with there being no known un-credited payments, counterclaims or offsets against the said debt as of the date of the sale.
5. According to the account records of said Account Assignee, after all known payments, counterclaims, and/or setoffs occurring subsequent to the date of sale, Account Assignee claims the sum of **\$5,444.51** as due and owing as of the date of this affidavit.
6. Plaintiff believes that the defendant is not a minor or an incompetent individual, and declares that the Defendant is not on active military service of the United States.

Portfolio Recovery Associates, LLC

By: Shakira Gilchrist, Custodian of Records

Subscribed and sworn to before me on JAN 20 2020

Notary Public
3345759

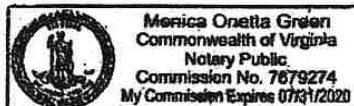


EXHIBIT B

BILL OF SALE

Barclays Bank Delaware ("Seller"), for value received and pursuant to the terms and conditions of the Forward Flow Purchase Agreement (the "Agreement") dated May 25, 2018 between Seller and Portfolio Recovery Associates, LLC ("Purchaser"), hereby assigns, conveys, grants and delivers to Purchaser, effective as of the Closing Date of January 30, 2019, all rights title and interest of Seller in and to those certain evidences of debt ("Accounts") described on computer files furnished by Seller to Purchaser with a current balance totaling

With respect to these Accounts, the terms below will have the following meanings:

Accounts: All Barclays Accounts included on the data file, named ffs_201901_finl_TD, provided to Purchaser by Seller on the Cut-off Date and incorporated herein by reference.

Amounts due to Seller by Purchaser in U.S. Dollars by a wire transfer to be received by Seller on Closing Date by 5:00 p.m. to the Federal Reserve Account after confirming the Bill of Sale.

This Bill of Sale is executed without recourse except as stated in the Agreement. No other representation or warranty of title or enforceability is expressed or implied.

SELLER: Barclays Bank Delaware

By: Kirsten J. Anderson-Coleman

Title: VP, Recovery Operations

Date: 1/30/19

PURCHASER: Portfolio Recovery Associates, LLC

By: [Signature]

Title: Authorized Signer

Date: 1/31/19



Payment Due Date	February 05, 2018
Minimum Payment Due	\$1,460.38
Previous Balance	\$5,288.25
Statement Balance	\$5,444.51

Important Customer Information

CREDIT LINE WARNING

Your account balance is currently over the approved credit line. To bring your account into good standing, please pay at least \$2,504.89. This amount is equal to your minimum payment due of \$1,460.38 plus the amount over your credit line which is currently \$1,044.51.

AAAdvantage® Aviator™ Red Mastercard® Statement

Primary Account Number Ending in: XXXXXXXXXX
Statement Billing Period: 12/08/17 - 01/08/18

Page 1 of 5
Questions? Call (866) 928-3075
AviatorMasterCard.com

Account Summary

Minimum Payment Due	\$1,460.38
Payment Due Date	02/05/18
Statement End Date	01/08/18
Revolving Line	\$0.00
Available Revolving Line	\$0.00
Cash Credit Line	\$0.00
Available Cash Line	\$0.00
Past Due Amount	\$1,251.24
Overlimit Amount	\$1,044.51

Activity Summary

Previous Balance	\$5,288.25
- Payments	\$0.00
+ Purchases	\$0.00
- Other Credits	\$0.00
+ Balance Transfers	\$0.00
+ Cash Advances	\$0.00
+ Fees Charged	\$37.00
+ Interest Charged	\$119.26
Statement Balance	\$5,444.51

Payment Information

Statement Balance	\$5,444.51
Minimum Payment Due	\$1,460.38
Payment Due Date	2/5/2018

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	18 years	\$13,303.00

If you would like information about credit counseling services, please call 800-570-1403.

* Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to AviatorMasterCard.com.

Additional messages may be on the next page(s). Make checks payable to "Card Services", allow 7-10 days for delivery. NOTICE: SEE REVERSE OR END OF STATEMENT, FOR IMPORTANT INFORMATION.

Payment Coupon

Make payments online at
AviatorMasterCard.com

☐ Check for address change.
Complete form on the back.

Amount Enclosed: \$

Account Number	XXXXXXXXXX
Minimum Payment Due	\$1,460.38
Statement Balance	\$5,444.51
Payment Due Date	February 05, 2018



Card Services
P.O. Box 13337
Philadelphia, PA 19101-3337



More Ways to Pay

866-928-3075
AviatorMasterCard.com
Barclaycard Mobile App

----- manifest line -----
GEOFFREY R JACOBS
622
3120 W HALLANDALE BEACH BLVD
HALLANDALE FL 33009-5100



VERIFIED RETURN OF NON-SERVICE

Attorney: LAW OFFICES OF POLLACK AND ROSEN, 806 Douglas Road, South Tower, Suite 200,
(305) 448-0006

Case No: COCE-20-014216

Court: SMALL CLAIMS COURT, COUNTY OF BROWARD

Court Date/Time: 08/18/2020 / 09:00 AM
Court Room: ZOOM ID: 906144255

Plaintiff/Petitioner: **PORTFOLIO RECOVERY ASSOCIATES, LLC**

VS.

Defendant/Respondent: **GEOFFREY R JACOBS**

Received by AMY ROBY on the 18th day of July 2020 at 07:52 AM to be served on:

GEOFFREY R JACOBS
1 MAIN ST
HOLLYWOOD, FL 33023 (Broward)

I, **AMY ROBY**, affirm and say that after due diligent inquiry I was unable to effect service in time upon the respondent in the Broward County and on the 18th day of July, 2020 at 11:22 AM, discontinued attempting service of the **SUMMONS AND COMPLAINT** for the reason indicated below.

NON-SERVED: NOT KNOWN AT ADDRESSES GIVEN

I certify that I am of legal age, I have no interest in the above action and that I am a certified or sheriff appointed process server in good standing in the judicial circuit in which the process was served. Under penalty of perjury, I declare that I have read the foregoing return of service and that the facts stated in it are true. F.S.92.525(2)

Attempts and Service Comments:

• 1 MAIN ST , HOLLYWOOD, FL 33023: on 07/18/2020 at 11:22am, Per current occupant, defendant is not known (Spoke with a hispanic male, 60yrs, 5'7"?, 175lbs, grey hair, no glasses).;

X

Date: 7-24-2020

AMY ROBY
Process Server #: SPS 443
4785 ACADIAN TRAIL
COCONUT CREEK, FL, 33073
(954) 638-7365

Atty File#: 3345759
Job ID#: 3548763



3548763 3548763 3548763 3548763 3548763 1

*** FILED: BROWARD COUNTY, FL, BRENDA D. FORMAN, CLERK 07/27/2020 06:26:34 PM ***

ADDITIONAL INFORMATION Any business entity recognized under Florida law may be represented at any stage of the trial court proceedings by any principal of the business entity who has legal authority to bind the business entity or any employee authorized in writing by a principal or a business entity. A principal is defined as being an officer, member, managing member, or partner in the business entity. Written authorization must be filed with the Court prior to the pretrial conference.

The purpose of the pretrial conference is to note your appearance, to determine if you admit all or part of the claim, to enable the court to determine the nature of the case, and to set the case for trial if the case cannot be resolved at the pretrial conference. You or your attorney should be prepared to confer with the court and to explain briefly the nature of your dispute, state what efforts have been made to settle the dispute, exhibit any documents necessary to prove the case, state the names and addresses of the witnesses, stipulate to the facts that will require no proof and will expedite the trial, and estimate how long the trial will take.

Mediation may take place at the pretrial conference. Whoever appears for a party must have full authority to settle. Failure to have full authority to settle at this pretrial conference may result in the imposition of costs and attorneys' fees incurred by the opposing party.

If you admit the claim, but desire additional time to pay, you must come and state the circumstances to the court. The court may or may not approve a payment plan and withhold judgment or execution or levy.

RIGHT TO VENUE: The law gives the person or company who has sued you the right to file the lawsuit in any one of several places as listed below. However, if you have been sued in any place other than one of these places, you, as the defendant(s), have the right to request that the case be moved to a proper location or venue. A proper location or venue may be one of the following: (1) where the contract was entered into; (2) if the suit is on an unsecured promissory note, where the note was signed or where the maker resides; (3) if the suit is to recover property or to foreclose a lien, where the property is located; (4) where the event giving rise to the suit occurred; (5) where any 1 or more of the defendants sued reside; (6) any location agreed to in the contract; (7) in an action for money due, if there is no agreement as to where suit may be filed, where the payment is to be made.

If you, as the defendant(s), believe the plaintiff(s) has/have not sued in one of these correct places, you must appear on your court date and orally request a transfer, or you must file a WRITTEN request for transfer in affidavit form (sworn to under oath) with the court at least 7 days prior to your first court date and send a copy to the plaintiff(s) or plaintiff's(s) attorney, if any.

A copy of the statement of claim shall be served with this summons /notice to appear.

Issued on _____

JUN 29 2020

Filed by: _____

Address: _____

BRENDA D. FORMAN
AS CLERK OF THE COURT



MEDIATION REPORT

PLAINTIFF (ATTORNEY'S ADDRESS)

Portfolio Recovery Associates LLC C/O Jeffrey Blacher, Esq

jeffreyb@pollackrosen.com

305-448-0006

DEFENDANT (ATTORNEY'S ADDRESS)

Geoffrey R Jacobs C/O Jessica Gomez, Esq

jessica@fight13.com

954-523-4357

SMALL CLAIMS (\$0-\$8,000)

Indicate Amount of Claim \$ 5441.50

Date & Time: September 3rd, 2020 @ 9:00AM Case # COCE--20-14216

Case Style: Portfolio Recovery Associates LLC VS Geoffrey R Jacobs

Mediator (Please PRINT): Griselda Hale Judge Christopher Pole

Type:

- | | | | |
|--|--|---|---|
| ☐ Breach of Contract | ☒ Consumer | ☐ Employment | ☐ Personal Injury Protection (PIP) |
| ☐ Commercial Eviction | ☐ Landlord/Tenant | ☐ Residential Eviction | ☐ Foreclosure |
| ☐ Property Damage | ☐ Other | | |

Outcome:

- | | | | |
|---|--|--|--|
| ☐ Settled Prior to Mediation | ☐ Agreement | ☒ No Agreement | ☐ Partial Agreement |
| ☐ No Show Plaintiff | ☐ No Show Defendant | ☐ Rescheduled | ☐ Other |
| ☐ Adjourned: 30 60 90 days | | | |

Attendees: π Jeffrey Blacher, Esq., Δ Jessica Gomez, Esq.

Time Med. Scheduled: 1:00 Time Med. Ended: 1:30 Mediator's Signature: /s/ Griselda Hale

Continue to P.2 for County Court Mediation

Copies Furnished to:

Daniela S Muir, Address : Plead-JR@pollackrosen.com

GRACELYN SIGLER, Address : GRACELYNS@POLLACKROSEN.COM

Joseph F Rosen, Address : Plead-JR@pollackrosen.com

Tina D Gayle, Address : Tina@fight13.com

Tina D Gayle, Address : Hillary@fight13.com

jessica, Address : jessica@fight13.com

Broward County Commission

Filing # 110685676 E-Filed 07/23/2020 12:17:39 PM

**IN THE COUNTY COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. COCE20014216 DIVISION 49 JUDGE Robert Lee

Portfolio Recovery Associates LLC

Plaintiff(s) / Petitioner(s)

v.

Geoffrey R Jacobs

Defendant(s) / Respondent(s)

**ORDER TO TRANSFER TO DIVISION 47 AND TO RESET SMALL CLAIMS
PRETRIAL CONFERENCE**

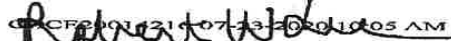
This matter having come before the Administrative Judge upon a routine review of upcoming dockets, and the Court's having noted that the underlying dispute involves credit card debt, and that Plaintiff failed to properly file this case under a credit card case code, it is hereby

ORDERED that the Clerk is hereby directed to transfer this case to Division 47, and the Court shall further reset the case for small claims pretrial conference in that Division.

The small claims pretrial conference set in Division 49 is hereby CANCELED.

Plaintiff shall insure that its staff understands how to file cases under the proper codes.

DONE and ORDERED in Chambers, at Broward County, Florida on 07-23-2020.

 COCE20014216 07-23-2020 10:05 AM

COCE20014216 07-23-2020 10:05 AM

Hon. Robert Lee

COUNTY JUDGE

Electronically Signed by Robert Lee

Copies Furnished To:

Daniela S Muir , E-mail : Plead-JR@pollackrosen.com

Tina D Gayle , E-mail : Tina@fight13.com

Tina D Gayle , E-mail : Hillary@fight13.com



TOWN OF PEMBROKE PARK

3152 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

VIRTUAL SPECIAL COMMISSION MEETING MINUTES Wednesday, August 26, 2020 at 6:00 PM

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

Town Manager J.C Jimenez
Town Attorney Chris Ryan
Deputy Clerk Marlen D Martell

INSTRUCTIONS TO ATTEND VIRTUAL SPECIAL COMMISSION MEETING

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

Town Hall is closed to the public. Public access to this virtual meeting can be accomplished as follows:

You can dial in using your phone.

United States (Toll Free): [1 877-568-4106](tel:18775684106)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

Access Code: 782-123-477

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

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Deputy Clerk at townclerk@townofpembrokepark.com.

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:08 pm by Vice Mayor Clark. Present at the meeting were Vice Mayor Howard P. Clark; Clerk Commissioner Jacobs; Commissioner Georgina A. Cohen and Commissioner Reynold Dieuville. Mayor Ashira Mohammed was absent

Additional staff in attendance were: Town Attorney Christopher Ryan; Deputy Town Clerk Marlen D. Martell; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown; IT Director Mark Pakula; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle.

CALL TO ORDER by Vice Mayor Clark at 6:08pm.

PLEDGE OF ALLEGIANCE: led by Vice Mayor and Commissioners.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA:

REMOVE ITEMS: 9.11 ERP SYSTEM AND 16.3 ORGANIZATIONAL CHART

ADDITIONS TO AGENDA: FOOTBALL PRACTICE; UPDATE ON GRANTS; SEWER LYONS P. CLARK; CANOPY; FDEP GRANT; AIR CONDITIONING PROPOSAL; COMMISSION CHAMBER CHAIRS; TOWN ATTORNEY ORDINANCE; RESOLUTIONS SUPPORTING COMMISSION DUTIES

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

None

REPORTS OF COMMITTEES AND CITY STAFF

Broward Sheriff's Office - Captain Coker

REPORTS ATTACHED FOR COMMISSION REVIEW

Fire Department - Chief Kane

REPORTS ATTACHED FOR COMMISSION REVIEW

FINANCE DEPARTMENT

Business Tax Receipt Write Off Policy Needed - staff is requesting that the Town Commission adopt a policy for inactive business tax receipt accounts - Assistant Finance Director Taubenfeld
ATTORNEY TO HAVE POLICY ON HOW TO WRITE OFF INACTIVE BUSINESS TAX RECEIPTS AT THE SEPTEMBER 9TH COMMISSION MEETING

Requesting verbiage change for the Sign Ordinance Sec 23-4 in order to refund credit Balance for sign Variances - Assistant Finance Director Taubenfeld

ATTORNEY RYAN TO HAVE THE VERBIAGE CHANGED ON ORDINANCE TO INCLUDE RETURNING DEPOSITS FOR SIGNED VARIANCE ON ALL PROJECTS

BUILDING AND CODE ENFORCEMENT DEPARTMENTS

Monthly (August) Code Enforcement Report - Chief Code Enforcement Officer Louis
MONTHLY REPORT PROVIDED

FINANCE DEPARTMENT

2019 Annual Financial Report Update - Assistant Finance Director Taubenfeld

TANYA DAVIS PARTNER WITH S. DAVIS AND ASSOCIATES, SPOKE ON RECORD REGARDING AN UPDATE ON AUDIT.

PUBLIC SERVICES

Waste Contract - Interim Public Services Director Jacques, Project Manager Woodbury
LUIGI PACE SPOKE ON RECORD REGARDING EXTENSION OF WASTE
MANAGEMENT CONTRACT.
ITEM PLACED ON CONSENT AGENDA

BUILDING AND CODE ENFORCEMENT DEPARTMENTS

Building Department - Surplus Corrective Action Needed - Interim Building Official Nunez
VICE MAYOR CLARK PROPOSES TO LOWER PERMIT FEES TO AVOID OVERAGE,
INTERIM BUILDING OFFICIAL NUNEZ TO PROVIDE ANALYSIS TO LOWER FUNDS
ON PERMIT FEES FOR NEXT FISCAL YEAR FOR NEXT COMMISSION MEETING.

Building Platinum - Interim Building Official Nunez
RESOLUTION NEEDED TO PARTICIPATE IN PLATINUM PERMITTING PROGRAM,
BUILDING OFFICIAL TO FACILITATE
ITEM MOVED TO SEPTEMBER MEETING

SECOND READING

Floodplain Ordinance - Interim Building Official Nunez, Town Attorney Ryan

ORDINANCE NO. 2020-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA RELATING TO CHAPTER 10, FLOOD PREVENTION AND
PROTECTION; AMENDING SECTION 10-42, ADDITIONAL ANALYSES AND
CERTIFICATIONS; AMENDING SECTION 10-75, DEFINITIONS AND SCOPE;
AMENDING SECTION 10-80, DESIGN AND CONSTRUCTION OF BUILDINGS,
STRUCTURES, AND FACILITIES EXEMPT FROM FLORIDA BUILDING CODE;
AMENDING SECTION 10-81, SPECIFIC METHODS OF CONSTRUCTION AND
REQUIREMENTS; AMENDING SECTION 10-98, ELEVATION; AMENDING SECTION 10-
99, GENERAL ELEVATION REQUIREMENT; AMENDING SECTION 10-100,
ELEVATION REQUIREMENT FOR EXISTING MANUFACTURED HOME PARKS AND
SUBDIVISIONS; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING
ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE
ITEM FORWARDED

FINANCE DEPARTMENT

Revenue and Expenditures Report for July 2020 - Assistant Finance Director Taubenfeld
ITEM MOVED TO CONSENT AGENDA

Commissioner Pension Plan - Approve Payment of \$\$85,303 consisting of a premium amount of
\$21,964 and recommended contribution of \$ \$63,339 - Assistant Finance Director Taubenfeld

ITEM MOVED TO CONSENT AGENDA

Approval of invoices for electrical work performed by Town Contractor - Assistance Finance Director Taubenfeld

ITEM FORWARDED

Legal Fee invoices - for Agatha Muse-Salters and Michelle Riley - Assistant Finance Director Taubenfeld

ITEM FORWARDED

Bills Over \$500 - Assistant Finance Director Taubenfeld

ITEM MOVED TO CONSENT AGENDA

Bank Balances - Assistant Finance Director Taubenfeld

REPORT GIVEN FOR REVIEW

Employee Leave Report - Assistant Finance Director Taubenfeld

REPORT GIVEN FOR REVIEW

ERP System - Assistant Finance Director Taubenfeld, IT Administrator Pakula

ITEM REMOVED

Business Tax Receipt and Billing Update - BTR Administrator Grooms

REPORT GIVEN FOR COMMISSION REVIEW

Update on Outstanding Renewal Fiscal Year 2018-2019 - BTR Administrator Grooms

REPORT GIVEN FOR COMMISSION REVIEW

HUMAN RESOURCES

Hiring of Town Attorney - Clerk Commission Jacob, Human Resources Director Menegazzo

COMMISSION TO READ OFF ATTORNEY OF THEIR CHOICE AT NEXT MEETING

RESOLUTION WILL BE AVAILABLE

MEETING RECESSED AT 7:52 PM

MEETING RESUMED AT 8:05PM

Personnel Manual - Human Resource Director Menegazzo

EMPLOYEE HANDBOOK UPDATED

ITEM PLACED ON CONSENT

Payroll process - ADP company - HR Director Menegazzo

ITEM PLACED ON CONSENT

INFORMATION TECHNOLOGY

New Laptops and Peripherals for Public Works and Building Departments - IT Administrator Pakula

ITEM PLACED ON CONSENT

Licenses for Capture Client Anti Virus - IT Administrator Pakula

ITEM PLACED ON CONSENT

Barracuda Licenses for Email Security - IT Administrator Pakula

ITEM PLACED ON CONSENT

PLANNING AND ZONING

Site Development Plan for O'Reily Auto Parts at 4700 Hallandale Beach Blvd. - Town Planner Miller

ITEM FORWARDED

Fence Encroachment - Town Planner Miller

MICHAEL GRETZKIE SPOKE ON RECORD

ITEM FORWARDED

PUBLIC SERVICES

FEMA Forklift - Interim Public Services Director Jacques, Project Manager Woodbury
PROJECT MANAGER WOODBURY TO PROVIDE PRICING OF RENTL TO COMMISSIONER COHEN, COMMISSION AGREES RENTING A FORKLIFT ON AN AS-NEEDED BASIS IS PERFERABLE.

ITEM DENIED

Subgrant - Interim Public Services Director Jacques, Project Manager Woodbury

ITEM PLACED ON CONSENT

Alarm Contract - Interim Public Services Director Jacques, Project Manager Woodbury
CONTRACT EXPIRED LAST YEAR, ON MONTH TO MONTH BASIS

ITEM PLACED ON CONSENT

Linear Walkway - Interim Public Services Director Jacques, Project Manager Woodbury
ASPHALT IS NEEDED

ITEM PLACED ON REGULAR AGENDA

Uniform Rentals - Interim Public Services Director Jacques, Project Manager Woodbury

ITEM PLACED ON CONSENT

Salvage Equipment - Interim Public Services Director Jacques, Project Manager Woodbury
GOLF CART NOT COST EFFECTIVE TO REPAIR, RECOMMENDING TO SALVAGE
ITEM PLACED ON CONSENT

Access Control System - Interim Public Services Director Jacques, Project Manager Woodbury
ITEM WAS PLACED ON AGENDA FOR DISCUSSION PURPOSES ONLY.

First Amendment 45th Year CDBG Agreement Contract Extension - Vice Mayor Clark, Interim
Public Services Director Jacques

RESOLUTION NO. 2020-091

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK FOR FUNDING AND ADMINISTRATION OF THE 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR ADA RESTROOMS CONSTRUCTION; AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID FIRST AMENDMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

ITEM PLACED ON CONSENT AGENDA

Sanitary Master Lift Station 34, Emergency Repairs & Discovery Findings - Vice Mayor Clark, Interim Public Services Director Jacques, Engineer Ortiz

Master Lift Station 34 (MLS 34) is an aging infrastructure, located on S Park Road, north of Hallandale Blvd., and is currently receiving the sanitary flow from other Town and private lift stations. The last time this Lift Station was overhauled was in 2009. The dry vault, where the old pumps were operating previously, was transformed into the new wet well. Three new submersible pumps were installed, replacing the old shaft driven ones; however, the old existing sanitary system delivering sewer into the Lift Station was not replaced. The Lift Station is in need of a major overhaul.

ENGINEER ORTIZ GVE AN UPDATE, AND EXPLAINED THAT AN EMERGENCY REPAIR NEEDS TO BE DONE

ITEM WAS FORWRDED

Update of Projects - Vice Mayor Clark, Interim Public Services Director Jacques
Grants and Projects

Agro-Eco

VICE MAYOR CLARK IS REQUESTING A VERBAL CONSENT TO MOVE FORWARD TO APPLY FOR THE GRANTS FOR JP LYONS AND SEPTIC SEWER, DEADLINE IS FRIDAY. RESOLUTION?

ITEM WAS FORWARDED

Broward College Request for Volunteer Opportunity for Groups of 40+ - Vice Mayor Clark, Interim Public Services Director Jacques

ITEM PLACED ON AGENDA FOR DISCUSSION

Renovations for Public Services and Commissioner Offices' - Vice Mayor Clark, Interim Public Services Director Jacques

ITEM WAS FORWARDED

Credit Card Purchasing for Public Services - Vice Mayor Clark, Interim Public Services Director
Jacques

ITEM WAS FORWARDED

MEETING RECESSED AT 9:29 PM

MEETING RESUMED AT 9:34 PM

Myriam Jacques Appointed as Public Services Director - Vice Mayor Clark

ITEM WAS FORWARDED

TOWN MANAGER REPORTS

CARES Agreement - JC Jimenez and Town Attorney Ryan

RESOLUTION NEEDED

ITEM WAS FORWARDED

Contracts expiring on September 30, 2020 - Town Manager Jimenez

Capital Hills Consultants, Inc.

CAS GOVERNMENTAL Agreement

CAS Governmental Services ext. agree

DC Strategies

Helmich Consulting

Jessica Maria Benitez Graphic Design

ITEM WAS FORWARDED

ATTORNEY REPORTS

Amending the Emergency Powers Ordinance - Mayor Mohammed, Town Attorney Ryan

ORDINANCE NO. 2020-007

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

ITEM WAS FOWARDED TO WORKSHOP MEETING IN SEPTEMBER

Ordinance for creation of Police Department - Town Attorney Ryan

ORDINANCE NO. 2020-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR ESTABLISHMENT OF POLICE DEPARTMENT, POLICE CHIEF, POWERS AND DUTIES OF POLICE OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

ITEM WAS FOWARDED TO WORKSHOP MEETING IN SEPTEMBER

Code of Conduct Resolution - Mayor Mohammed, Town Attorney Ryan

RESOLUTION NO. 2020-090

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING A CODE OF CONDUCT FOR ELECTED AND APPOINTED TOWN OFFICIALS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

ITEM PLACED ON REGUALR AGENDA

DISCUSSION

Town LOGO - Commissioner Dieuveille, Town Manager Jimenez, IT Director Pakula

ITEM WAS FOWARDED

Documents Disposal - Clerk Commissioner Jacobs, Deputy Town Clerk Martell

ITEM WAS FORWARDED

RESOLUTION IS NEEDED

Vice Mayor has earned the Mayor John Land Years of Service award for thirty years of service by the Florida League of Cities - Congratulations Vice Mayor Clark

DISCUSSION ONLY

Fine tune expense manual - Vice Mayor Clark, Town Manager Jimenez, Assistant Finance Director Taubenfeld

Properties that are Grandfathered-in - Vice Mayor Clark

BOB JANZER SPOKE ON RECORD

ADDITIONAL ITEMS

Air Condition Proposals - Project Manager Woodbury, Interim Public Works Director Jacques
ITEM FORWARDED

Commission Chamber Chairs - Project Manager Woodbury, Interim Public Services Director Jacques

ITEM TO BE CONSIDERED WHEN PLANNING CHAMBERS RENOVATION.

Football practice/ Exercise class at the park - Interim Public Works Director Jacques
JC JIMENEZ AND TOWN ATTORNEY TO CREATE AN ORDINANCE TO ADDRESS THIS.

Charter Review – Vice Mayor Clark
TOWN MANAGER JC JIMENEZ TO SET UP CHARTER REVIEW COMMITTEE.
VICE MAYOR CLARK SUGGESTED PUTTING THIS ON THE SEPTEMBER AGENDA TO
VOTE ON THIS.

ANNOUNCEMENTS

Everbridge - Residents please sign up for Town notifications on our website

COMMENTS

ADJOURNMENT

With no further items for discussion, meeting adjourned at 11:20pm. Vice Mayor Clark
motioned for adjournment, seconded by Commissioner Cohen. **MOTION PASSED 5-0.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy 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

3152 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

VIRTUAL EXECUTIVE SPECIAL COMMISSION MEETING MINUTES

Thursday, August 27, 2020 at 3:00 PM

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

Town Manager J.C Jimenez
Town Attorney Chris Ryan
Deputy Clerk Marlen D Martell

INSTRUCTIONS TO ATTEND VIRTUAL EXECUTIVE SPECIAL COMMISSION MEETING

VIRTUAL MEETING INSTRUCTIONS

NOTICE IS HEREBY GIVEN that a Virtual Special Executive Session Meeting of the Town Commission of the Town of Pembroke Park, Florida will be held on **Thursday, August 27, 2020 at 3:00 PM**. The Town Commission meeting will only be held virtually utilizing communications media technology ("CMT"), as made permissible pursuant to Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19). The purpose of this meeting is for the Town Commission to discuss a proposed Security System Plan.

Special Commission Meeting

Thursday, August 27, 2020 3:00 PM - 7:00 PM (EDT)

You can dial in using your phone.

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

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

Access Code: 170-360-261

Town of Pembroke Park
Special Commission Meeting and
Close Door Executive Session Meeting
August 27, 2020

**TOWN OF PEMBROKE PARK
NOTICE OF CLOSED-DOOR SESSION**

An Attorney/Client session will be held pursuant to Fla. Stat. § Section 286.011(8) (2019), between Mayor Ashira Mohammed, Vice Mayor Howard P. Clark, Jr., Clerk Commissioner Geoffrey Jacobs, Commissioner Georgina Cohen, Commissioner Reynold Dieuville, Town Manager Juan Jimenez, Town Attorney Christopher J. Ryan and Special Litigation Counsel Christopher J. Sterns of Johnson Anselmo and Special Litigation Counsel Michael Spellman and Elmer Ignacio of Sniffen & Spellman, P.A. and court reporter to discuss settlement negotiations or strategy sessions relating to litigation expenditures for pending judicial litigation in connection with:

Agatha Muse-Salters, Plaintiff vs. Town of Pembroke Park, Defendant.

THIS CASE IS PENDING IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA AND HAS BEEN ASSIGNED - **Case No.: CACE-20-006663**

The virtual special meeting of the Town Commission will be recessed for closed door session. At the conclusion of the closed door session, the virtual special meeting of the Town Commission will be reconvened.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Town Commission of the Town of Pembroke Park is a true and correct copy of said Notice and that I posted said Notice on the bulletin boards in Town Hall, a place convenient and readily accessible to the general public, and said Notice was posted on the Town website on August 21, 2020.

CALL TO ORDER by Vice Mayor Clark at 3:01pm.

PLEDGE OF ALLEGIANCE: led by Vice Mayor and Commissioners.

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 3:01 pm by Vice Mayor Clark. Present at the meeting were Vice Mayor Howard P. Clark; Clerk Commissioner Jacobs; Commissioner Georgina A. Cohen and Commissioner Reynold Dieuville. Mayor Ashira Mohammed and Commissioner Dieuville were absent.

Additional staff and outside counsel attending: Town Manager Juan Jimenez, Town Attorney Christopher J. Ryan and Special Litigation Counsel Christopher J. Sterns of Johnson Anselmo and Special Litigation Counsel Michael Spellman and Elmer Ignacio of Sniffen & Spellman, P.A., and court reporter.

Town of Pembroke Park
Special Commission Meeting and
Close Door Executive Session Meeting
August 27, 2020

Deputy Town Clerk Martell and IT Administrator Pakula were present at the opening of the meeting.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

None

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

None

TOWN BUSINESS

Closed Door Session at 3:16 PM the participants of the closed door attendees disconnect from the current meeting and connect to the Virtual Closed Door session virtual meeting – In attendance were: Vice Mayor Howard P. Clark; Clerk Commissioner Jacobs; and Commissioner Georgina A. Cohen. Mayor Ashira Mohammed and Commissioner Reynold Dieuveille were absent.

Town Manager Juan Jimenez, Town Attorney Christopher J. Ryan and Special Litigation Counsel Christopher J. Sterns of Johnson Anselmo and Special Litigation Counsel Michael Spellman and Elmer Ignacio of Sniffen & Spellman, P.A., and court reporter.

Litigation regarding Agatha Muse-Salters - Town Attorney Ryan, Attorney Stearns, Attorney Ignacio, and Attorney Spellman

Adjournment of Close Door Session meeting at 4:06 PM.

Participants of the closed door meet return to the Special Executive Commission meeting which resumes at 4:07 PM

ADJOURNMENT

With no further items for discussion, meeting adjourned at 4:12 PM.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy Town Clerk

Town of Pembroke Park
Special Commission Meeting and
Close Door Executive Session Meeting
August 27, 2020

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
Special Commission Meeting and
Close Door Executive Session Meeting
August 27, 2020



TOWN OF PEMBROKE PARK
Virtual Regular Commission Meeting
Commission Chambers
3152 SW 52 Avenue
Pembroke Park, FL 33023
Wednesday, September 9, 2020
7:00 PM

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

Town Manager JC Jimenez
Town Attorney Chris Ryan
Deputy Town Clerk Marlen D. Martell

VIRTUAL REGULAR COMMISSION MEETING MINUTES

VIRTUAL MEETING INSTRUCTION

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

DATE: Wednesday September 9, 2020

TIME: 7:00 P.M.

Town Hall is closed to the public.

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

You can dial in using your phone.

United States (Toll Free): 1 877 309 2073

United States: +1 (571) 317-3129

Access Code: 493-566-101

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

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

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

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

CALL TO ORDER by Mayor Mohammed at 7:10 PM.

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 7:10 pm by Mayor Mohammed. Present at the meeting were Mayor Mohammed; Vice Mayor Clark; Clerk Commissioner Jacobs; Commissioner Cohen and Commissioner Reynold Dieuville.

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

PLEDGE OF ALLEGIANCE led by Commission.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA.

8.b. Revised List

8.r. 8.s Write Off And Credit Balance For Sign Variance Resolution Combined

10.d FRDAP Grant - Added Names

13.c. Not Certified Master Gardner Instead She Is A Trainee.

13.q Building Department - Surplus Corrective Action Needed – item removed for discussion

13.E Myriam Jacques to be appointed as Public Services Director – item removed, upload resume and accomplishments.

2

Vice Mayor Clark Go permit – Signed variance – Attorney Ryan stated this was not acceptable, needs discussion, forwarded to next workshop

Vice Mayor Clark Discussion on Special Election

VICE MAYOR CLARK MOTIONED TO ADOPT THE AMENDED CONSENT AGENDA, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

No Comments

TOWN ATTORNEY

Mayor Mohammed - Mayor Status

MOTION TO ALLOW MAYOR MOHAMMED TO STAY AND RESIGN NOVEMBER 3, 2020 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION DIES 2-2.** Commissioner Cohen and Clark Commissioner Jacobs opposed; Mayor Mohammed refrained.

Mayor Mohammed Continues as Mayor of The Town of Pembroke Park Until Her Resignation on November 4, 2020.

Konoinia Church - Legal Opinion Broward County Traffic Ways Right-Of-Way - Vice Mayor Clark, Town Attorney Ryan

MOTION TO HAVE ATTORNEY RYAN PREPARE LEGAL OPINION AS SOON AS POSSIBLE FOR KONOINIA CHURCH, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

Site Development Plan for O'Reily Auto Parts at 4700 Hallandale Beach Blvd. - Town Planner Miller

RESOLUTION NO. 2020-092 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR O'REILLY AUTOMOTIVE STORES, INC.,** A FLORIDA CORPORATION, FOR REAL PROPERTY LOCATED IN THE PLAT ENTITLED A RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43, PAGE 45, OF PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CERTAIN DEVELOPMENT CONDITIONS; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE BY VICE MAYOR CLARK TO APPROVE RESOLUTION # 2020-092, SEONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

3

Fence Encroachment - Town Planner Miller
Michael Koretsky spoke on record.
Item moved to Next Workshop.

Contracts expiring on September 30, 2020 – Town Manager Jimenez
David Seigerson spoke on record
Item placed on the September 23rd Budget Hearing Meeting.

Health Care Benefit Insurance- Town Manager Jimenez, Assistant Finance Director Taubenfeld
Gloria Rosen spoke on record
Assistance Finance Director Taubenfeld to email quotes to all Commissioners
Item added to the Budget Hearing

A MOTION TO APPROVE THE PLAN AS PRESENTED THIS EVENING MADE BY VICE
MAYOR CLARK, SECONDED BY CLERK COMMISSIONER JACOBS, **MOTION PASSES
5-0.**

Resolution to be presented at the next meeting

Bills of Particulars Muse-Salters claim **RESOLUTION NO. 2020-102**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK,
FLORIDA, **APPROVING AND ADOPTING THE LIST OF PARTICULARS
SUPPORTING JUST CAUSE DISMISSAL OF AGATHA MUSE-SALTERS PREPARED
BY SNIFFEN & SPELLMAN, P.A. DATED MAY 22, 2020;** AUTHORIZING AND
DIRECTING THE TOWN STAFF TO DELIVER A COPY OF THE LIST OF PARTICULARS
SUPPORTING JUST CAUSE DISMISSAL OF AGATHA MUSE-SALTERS TO LEGAL
COUNSEL FOR AGATHA MUSE-SALTERS; SUPERSEDING CONFLICTING
RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT AND APPROVE RESOLUTION # 2020-102 MADE BY VICE
MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

Litigation Settlement Discussion- Attorney Ryan
Patterson vs. Town of Pembroke Park

RESOLUTION NO. 2020-099 A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING PAYMENT FOR THE
SETTLEMENT OF CIVIL LITIGATION STYLED ROBERT PATTERSON,
PLAINTIFF, VS. TOWN OF PEMBROKE PARK,** DEFENDANT; SUPERSEDING
CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION # 2020-099 MADE BY CLERK COMMISSIONER JACOBS, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 4-1.** Mayor Mohammed opposed.

CONSENT AGENDA

Approval of Minutes - Deputy Town Clerk Martell

05 04 2020 Special
05 13 2020 Regular
06 10 2020 Regular
06 11 2020 Planning & Zoning
06 25 2020 Special
07 01 2020 Special
07 20 2020 Special
07 27 2020 Special
08/20/2020 Planning & Zoning

Bills Over \$500 - REQUESTING APPROVAL FOR THE **REVISED** BILLS OVER \$500

Commissioner Pension Plan - Approve Payment of \$85,303 consisting of a premium amount of \$21,964 and recommended contribution of \$63,339

RESOLUTION NO. 2020-103 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING AND DIRECTING PAYMENT TO THE TOWN OF PEMBROKE PARK COMMISSION SUPPLEMENTAL RETIREMENT SYSTEM FUND;** AUTHORIZING AND DIRECTING PAYMENT OF LIFE INSURANCE POLICY PREMIUMS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Legal Fee invoices - for Agatha Muse-Salters and Michelle Riley - Town Manager Jimenez, Assistant Finance Director Taubenfeld

Licenses for Capture Client Anti-Virus - Town Manager Jimenez, IT Administrator Pakula

Barracuda Licenses for Email Security - Town Manager Jimenez, IT Administrator Pakula

Subaward and Grant Agreement - Assistant Public Services Director Jacques, Project Manager Woodbury

RESOLUTION NO. 2020-100 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND TOWN OF PEMBROKE PARK (Z1886);** AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND ELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR

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DESIGNATION OF AUTHORITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Alarm Contract - Assistant Public Services Director Jacques, Project Manager Woodbury

Linear Walkway - Assistant Public Services Director Jacques, Project Manager Woodbury

Uniform Rentals - Assistant Public Services Director Jacques, Project Manager Woodbury

Salvage Equipment - Assistant Public Services Director Jacques, Project Manager Woodbury

Air Condition Proposals - Project Manager Woodbury, Assistant Public Works Director Jacques

First Amendment 45th Year CDBG Agreement Contract Extension - Vice Mayor

Clark, Assistant Public Services Director Jacques

RESOLUTION NO. 2020-091 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK FOR **FUNDING AND ADMINISTRATION OF THE 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR ADA RESTROOMS CONSTRUCTION**; AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID FIRST AMENDMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Payroll Process - ADP company - HR Director Menegazzo, Assistant Finance Director Taubenfeld

Business Tax Receipt - Write Off Policy Needed - Staff is requesting that the Town Commission adopt a policy for inactive Business Tax Receipt accounts - Town Manager Jimenez, Assistant Finance Director Taubenfeld

Requesting verbiage change for the Sign Ordinance Sec 23-4 in order to refund Credit Balance for Sign Variances- Town Manager Jimenez, Assistant Finance Director Taubenfeld

RESOLUTION NO. 2020-104

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING REFUND AND COLLECTION POLICIES FOR CERTAIN ACCOUNTS IN THE TOWN FINANCE DEPARTMENT**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE

MOTION MADE TO APPROVE THE CONSENT AGEND MINUS ITEM (S) 8e, 8j AND 8p MADE BY CLERK COMMISSIONER JACOBS, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

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8.e New Laptops and Peripherals for Public Works and Building Departments - Town Manager Jimenez, IT Administrator Pakula

MOTION MADE BY VICE MAYOR CLARK TO PURCHASE A LAPTOP FOR THE TOWN ENGINEER ORTIZ NOT TO EXCEED \$1,400.00 SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSES 4-1**, Clerk Commissioner opposes.

MOTION MADE BY VICE MAYOR CLARK TO PURCHASE A LAPTOP FOR THE INTERIM PUBLIC SERVICES DIRECTOR MYRAIM JACQUES, NOT TO EXCEED \$1,400.00 SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSES 5-0**.

MOTION MADE TO PURCHASE LAPTOPS FOR THE BUILDING DEPARTMENT OUT OF THE BUILDING DEPARTMENT FUNDS MADE BY CLERK COMMISSIONER JACOBS, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 5-0**.

8.j Waste Contract - Assistant Public Services Director Jacques, Project Manager Woodbury
Item to be discussed on the September 16th Meeting

8.p Personnel Manual - Clerk Commissioner Jacobs, Human Resource Director Menegazzo
Item to be move to the Workshop.

Code of Conduct Resolution - Mayor Mohammed, Town Attorney Ryan

RESOLUTION NO. 2020-090 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING A CODE OF CONDUCT FOR ELECTED AND APPOINTED TOWN OFFICIALS**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE BY CLERK COMMISSIONER JACOBS TO MOVE THIS ITEM TO THE WORKSHOP FOR DISCUSSION, SECONDED BY VICE MAYOR CLARK. **MOTION PASSED 5-0**.

Hiring of Town Attorney - Clerk Commission Jacobs, Human Resources Director Menegazzo

RESOLUTION NO. 2020-096 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **SELECTING THE TOWN ATTORNEY**; AUTHORIZING THE TOWN TO ENTER INTO CONTRACT NEGOTIATIONS WITH SELECTED INDIVIDUAL TO SERVE AS TOWN ATTORNEY; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE TO APPROVE RESOLUTION 2020-096 THE SELECTION OF MELISSA ANDERSON AS TOWN ATTORNEY MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSED 5-0**

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CARES Agreement - Town Manager Jimenez, Town Attorney Ryan

RESOLUTION NO. 2020-098 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH BROWARD COUNTY FOR CARES ACT FUNDING**; AUTHORIZING APPROPRIATE TOWN OFFICIALS TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE TO ADOPT RESOLUTION 2020-098 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSED 5-0.**

FRDAP Grant - Vice Mayor Clark, Assistant Public Services Director Jacques, Town Manager Jimenez, Town Attorney Ryan, CAS Consultant Vanassche

RESOLUTION NO. 2020-097 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO STANDARD GRANT AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RELATING TO FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM**; AUTHORIZING APPROPRIATE TOWN OFFICIALS TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE TO ADOPT RESOLUTION 2020-097 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSED 5-0.**

Town LOGO - Commissioner Dieuveille, Town Manager Jimenez, IT Director Pakula

RESOLUTION NO. 2020-094

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING A NEW LOGO FOR THE TOWN**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE TO ADOPT RESOLUTION 2020-094 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSED 5-0.**

Document Disposal - Clerk Commissioner Jacobs, Deputy Town Clerk Martell

RESOLUTION NO. 2020-101 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND ADOPTING THE TOWN OF PEMBROKE PARK RECORDS MANAGEMENT MANUAL**; AUTHORIZING AND DIRECTING THE TOWN OFFICER TO APPOINT A RECORDS MANAGEMENT LIAISON OFFICER FOR THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE TO ADOPT RESOLUTION 2020-101 MADE BY CLERK COMMISSIOER JACOBS, SECONDED BY VICE MAYOR CLARK, **MOTION PASSED 5-0.**

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ORDINANCES SECOND READING

SECOND READING

Floodplain Ordinance - Interim Building Official Nunez, Town Attorney Ryan

ORDINANCE NO. 2020-004 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, **FLORIDA RELATING TO CHAPTER 10, FLOOD PREVENTION AND PROTECTION**; AMENDING SECTION 10-42, ADDITIONAL ANALYSES AND CERTIFICATIONS; AMENDING SECTION 10-75, DEFINITIONS AND SCOPE; AMENDING SECTION 10-80, DESIGN AND CONSTRUCTION OF BUILDINGS, STRUCTURES, AND FACILITIES EXEMPT FROM FLORIDA BUILDING CODE; AMENDING SECTION 10-81, SPECIFIC METHODS OF CONSTRUCTION AND REQUIREMENTS; AMENDING SECTION 10-98, ELEVATION; AMENDING SECTION 10-99, GENERAL ELEVATION REQUIREMENT; AMENDING SECTION 10-100, ELEVATION REQUIREMENT FOR EXISTING MANUFACTURED HOME PARKS AND SUBDIVISIONS; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE

MAYOR OPENED THE PHONE LINES FOR ANY PUBLIC COMMENT

NO COMMENTS

THE MAYOR CLOSES THE PHONE LINES FOR PUBLIC COMMENTS

MOTION MADE TO ADOPT ORDINANCE 2020-004 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSED 5-0.**

ORDINANCES FIRST READING

Ordinance for creation of Police Department - Clerk Commissioner Jacobs, Town Attorney Ryan

ORDINANCE NO. 2020-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR ESTABLISHMENT OF POLICE DEPARTMENT**, POLICE CHIEF, POWERS AND DUTIES OF POLICE OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE TO ADOPT ORDINANCE 2020-006 MADE BY, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

NEW BUSINESS

Automated Training Management System - Clerk Commissioner Jacobs, Town Manager Jimenez, Town Attorney Ryan

RESOLUTION NO. 2020-095

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE AUTOMATED TRAINING MANAGEMENT SYSTEM USER AGREEMENT WITH FLORIDA DEPARTMENT OF LAW ENFORCEMENT**; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE TO ADOPT ORDINANCE 2020-006 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUEVILLE, **MOTION PASSED 5-0.**

Support to proceed with FAIR grant - Vice Mayor Clark, Assistant Public Services Director
Grant program through FDACS for the Agriculture Education & Promotion Facilities
MOTION MADE TO HAVE CAS SUBMIT FOR THE GRANT APPLICATION DUE
OCTOBER 1ST BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER
DIEUEVILLE, **MOTION PASSED 5-0**
Resolution needed at the September 16th meeting.

Update of Projects - Vice Mayor Clark, Assistant Public Services Director Jacques
Grants and Projects

Myriam Jacques to be appointed as Interim Public Services Director - Vice Mayor Clark
NO ACTION NEEDED

MOTION TO APPOINT MYRIAM JAQUES AS INTERIUM ACTING PUBLIC SERVICE
DIRECTOR ON PROBATION FOR SIX (6) MONTHS MADE BY VICE MAYOR CLARK,
SECONDED BY COMMISSIONER DIEUEVILLE, **MOTION PASSED 3-2.** Commissioner
Cohen and Clerk Commissioner Jacobs opposed.
Recruitment for acting Public Works Director and Assistant Public Services Director put on hold.
Human Resource and Town Manager to provide Commission with what appropriate amount of pay would
be.

Myriam Jacques to be appointed as Public Services Director - Vice Mayor Clark
Item Removed.

MOTION TO GO OUT AND LOOKING FOR A PUBLIC SERVICES DIRECTOR MADE BY CLERK
COMMISSIONER JACOBS, SECONDED BY COMMISSIONER COHEN, **MOTION FAILS 3-2.**
Commissioner Dieueville, Vice Mayor Clark and Mayor Mohammed opposed

Organizational Chart - Vice Mayor Clark
DISCUSSION ONLY

Renovations for Public Services and Commissioner Offices' - Vice Mayor Clark, Assistant Public
Services Director Jacques

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ITEM MOVED TO THE SEPTEMBER 16,2020 MEETING

Organizational Chart

Per HR Rep. the Budget hearing will have an updated Organizational chart with incorporated changes

Broward College Request for Volunteer Opportunity for Groups of 40+ - Vice Mayor Clark, Assistant Public Services Director Jacques

Resolution needed that the Town will be allowed to bring in volunteers for whenever needed.

Background check is needed

Fine tune expense manual - Vice Mayor Clark, Town Manager Jimenez, Assistant Finance Director Taubenfeld

Item to be brought at the Workshop

In the Procurement manual add that when there is an emergency

MOTION WAS MADE TO VICE MAYOR CLARK TO INCLUDE THE PROCUREMENT MANUAL WHEN THERE IS AN EMERGENCY PURCHASE, A MEMO IS SENT TO THE MANAGER WITH A CARBON COPY TO THE FINANCE MANAGER, IF THE ITEM WAS INDEED AN EMERGENCY THE MANAGER IS TO SIGN IT, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES, 4-1.** Clerk Commissioner Jacobs Opposed.

Issuing Credit Cards - Vice Mayor Clark, Town Manager Jimenez, Assistant Finance Director Taubenfeld
Town Credit Cards came in for Town Manager Jimenez; Assistant Finance Director Taubenfeld; Mayor Mohammed (Administrative Assistant Brown currently holds the Mayors Card) and IT Director Pakula

Broward Sheriff Office Outstanding Invoices - Clerk Commissioner Jacobs, Assistant Finance Director Taubenfeld

Item moved to Workshop on 9/23/2020

Clerk Commissioner Jacobs to set up a meeting with Town Manager

Plante Moran - Outstanding Invoice from 2018 - Clerk Commissioner Jacobs, Assistant Finance Director Taubenfel

MOTION WAS MADE TO PAY OUTSTANDING 2018 INVOICE SUBJECT TO THE OFFSETS THAT MAY OR MAYNOT BE DISCOVERED, MADE BY VICE MAYOR CLARK, SEONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 5-0.**

Approval of invoices for electrical work performed by Town Contractor - Clerk Commissioner Jacobs, Assistance Finance Director Taubenfeld

MOTION WAS MADE TO PAY INVOICES BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 4-1.** Clerk Commissioner Jacobs opposed.

Charter Review and Ordinances - Clerk Commissioner Jacobs, Vice Mayor Clark (entertain motion) Requesting for the Commission to approve the creation of a Charter Review Committee.

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MOTION WAS MADE TO FORM A CHARTER REVIEW COMMITTEE MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION DIES 3-2.** Commissioner Cohen, Commissioner Dieuville and Clerk Commissioner Jacobs opposed. MOTION WAS MADE TO CONTINUE REVIEW COMMITTEE WITH NEW ATTORNEY MADE BY CLERK COMMISSIONER JACOBS. **MOTION PASSES 5-0.**

OLD BUSINESS

Special Election

MOTION TO HAVE DETAILS FOR A SPECIAL ELECTIONS FOR THE MAYOR SEAT, DISTRICT 5 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 5-0.**

Master Lift Station #34 Emergency Repairs & Discovery Findings - Vice Mayor Clark, Assistant Public Works Director Jacques, Town Engineer Ortiz
DISCUSSION WAS HELD, BUT NO ACTION WAS TAKEN.

DISCUSSION

Town events - Turkey Giveaway and Holiday Party Clerk Commissioner Jacobs, Toy Giveaway Commissioner Dieuville, Administrative Assistant to Commissioners/Events Coordinator Brown

Directive on hosting the Turkey Giveaway on November 20th and Toy Giveaway on December 18th

Health Fair on November 7th - Vice Mayor Clark

Eggstravaganza - Vice Mayor Clark

Food Giveaway - All Commissioners

November 20, 2020 Turkey Giveaway

Town Manager to work with Joy

Mayor to provide certificate of appreciation for Walmart

COMMISSIONER COMMENTS –

Flooding today, pumps were not on.

Commissioner Cohen stated to Public Works flooding today make sure pumps are on.

Mayor Mohammed suggested that Town Manager has access to flood levels on his laptop.

ATTORNEY REPORTS - *NONE*

TOWN MANAGER REPORTS - *NONE*

ANNOUNCEMENTS - *NONE*

ADJOURNMENT

With no further items for discuss, meeting adjourned at 11:54pm. Mayor Mohammed motioned for adjournment, seconded by Commissioner Cohen, **MOTION PASSED 5-0.**

NEXT WORKSHOP TOWN COMMISSION MEETING is scheduled for Wednesday, August 26, 2020.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy 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

3152 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

VIRTUAL 1st BUDGET HEARING MEETING MINUTES Wednesday, September 16, 2020 at 6:00 PM

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

Town Manager J.C Jimenez
Town Attorney Chris Ryan
Deputy Town Clerk Marlen D Martell

INSTRUCTIONS TO ATTEND VIRTUAL SPECIAL COMMISSION MEETING

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a “Virtual” 1st Budget Hearing Meeting utilizing communications media technology (“CMT”), in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID-19).

Town Hall is closed to the public. Public access to this virtual meeting can be accomplished as follows:

1st Budget Hearing for the Town of Pembroke Park
Wednesday, September 16, 2020 6:00 PM - 11:00 PM (EDT)

You can dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 669-145-101

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

Virtual 1st Budget Hearing Meeting
September 16, 2020

Page 1 of 4

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:05 pm by Mayor Mohammed. Present at the meeting were Mayor Ashira Mohammed, Vice Mayor Howard P. Clark; Clerk Commissioner Jacobs; Commissioner Georgina A. Cohen and Commissioner Reynold Dieuville.

Additional staff in attendance were: Town Attorney Christopher Ryan; Town Manager Jimenez; Deputy Town Clerk Marlen D. Martell; Assistant Finance Director Taubenfeld; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown; IT Director Mark Pakula; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle and other staff.

CALL TO ORDER by Mayor Mohammed at 6:05pm.

PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA:

NONE

PUBLIC COMMENT:

NONE

FINANCE DEPARTMENT

Discussion and presentation of budget as per individual meetings with each Commission member.

MOTION TO ADOPT PROPOSED BUDGET AS PRESENTED BY CLERK COMMISSIONER JACOBS, SECONDED BY VICE MAYOR CLARK. MOTION PASSED 5-0.

Town of Pembroke Park - Town Manager Jimenez, Assistant Finance Director Taubenfeld
Proposed Budget Fiscal Year 2020/2021- The millage proposed is the rolled-back determined in accordance with the provisions of Section 200.065(1), Florida Statutes, in that the rolled-back rate computed as aforesaid is 7.9986, and the proposed millage rate is 8.50, which is 6.27 percent more than the rolled-back rate.

PUBLIC COMMENT:

NONE

MOTION TO ADOPT PROPOSED MILLAGE RATE OF 8.50 MILLS, WHICH IS 6.27% MORE THAN THE ROLLED-BACK RATE. MOTION BY VICE MAYOR CLARK, SECONDED CLERK COMMISSIONER JACOBS. MOTION PASSED 5-0.

COMMENTS

ADJOURNMENT

With no further items for discussion, meeting adjourned at 6:26pm, unanimous motioned for adjournment.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy 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.

Virtual 1st Budget Hearing Meeting
September 16, 2020



TOWN OF PEMBROKE PARK

3152 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

VIRTUAL SPECIAL COMMISSION MEETING MINUTES Wednesday, September 16, 2020 at 6:30 PM

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

Town Manager J.C Jimenez
Town Attorney Chris Ryan
Deputy Town Clerk Marlen D Martell

INSTRUCTIONS TO ATTEND VIRTUAL SPECIAL COMMISSION MEETING

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

Town Hall is closed to the public. Public access to this virtual meeting can be accomplished as follows:

**Special Commission Meeting
Wednesday, September 16, 2020 6:30 PM - 8:30 PM
You can dial in using your phone.
United States (Toll Free): 1 877 309 2073
United States: +1 (646) 749-3129
Access Code: 533-894-645**

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

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

Special Commission Meeting
September 16, 2020

Page 1 of 3

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:35 pm by Mayor Mohammed. Present at the meeting were Mayor Ashira Mohammed; Vice Mayor Howard P. Clark; Clerk Commissioner Jacobs; Commissioner Georgina A. Cohen and Commissioner Reynold Dieuveille.

Additional staff in attendance were: Town Attorney Christopher Ryan; Deputy Town Clerk Marlen D. Martell; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown; IT Director Mark Pakula; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle and other staff.

CALL TO ORDER by Mayor Mohammed at 6:35pm.

PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA:

Removal of 7.a Insurance proposal

Addition BSO invoice discussion by Town Attorney Ryan

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

None

PUBLIC HEARING open to the public. with no comment from the public, public hearing closed.

Support to proceed with the grant - Vice Mayor Clark, Interim Public Services Director
Grant program through FDACS for the Agriculture Education & Promotion Facilities
RESOLUTION NO. 2020-105

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN TO FILE AN APPLICATION FOR FUNDING WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FOR THE PEMBROKE PARK COMMUNITY GARDEN AGRO-ECO PARK AND EDUCATION CENTER; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SUBMIT THE APPLICATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Extensive discussion regarding what would the grant cover specifically building a new structure.
MOTION TO APPROVE PROCEEDING WITH GRANT BY VICE MAYOR CLARK,
SECONDED BY COMMISSIONER DIEUVEILLE. MOTION PASSED 5-0.

Special Commission Meeting
September 16, 2020

ADDED BSO INVOICE DISCUSSION

Extensive discussion regarding BSO unpaid invoices. The discussion was resolved by scheduling a meeting with BSO to discuss current service contract.

ADJOURNMENT

With no further items for discussion, meeting adjourned at 7:55 pm. Vice Mayor Clark motioned for adjournment, seconded by Commissioner Cohen. **MOTION PASSED 5-0.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy Town Clerk

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

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

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

Special Commission Meeting
September 16, 2020

Page 3 of 3



TOWN OF PEMBROKE PARK

3152 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

VIRTUAL BUDGET HEARING MEETING MINUTES Tuesday, September 29, 2020 at 6:00 PM

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

Town Manager J.C Jimenez
Town Attorney Chris Ryan
Deputy Town Clerk Marlen D Martell

INSTRUCTIONS TO ATTEND VIRTUAL SPECIAL COMMISSION MEETING

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

Town Hall is closed to the public. Public access to this virtual meeting can be accomplished as follows:

Budget Hearing Commission Meeting
Tuesday, September 29, 2020 6:00 PM - 9:00 PM
You can dial in using your phone.
United States (Toll Free): 1 877 309 2073
United States: +1 (646) 749-3129
Access Code: 516-248-813

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

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

Budget Hearing Commission Meeting
September 29, 2020

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ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:05 pm by Mayor Mohammed. Present at the meeting were Mayor Ashira Mohammed; Vice Mayor Howard P. Clark; Clerk Commissioner Jacobs; Commissioner Georgina A. Cohen and Commissioner Reynold Dieuveille.

Additional staff in attendance were: Town Attorney Christopher Ryan; Deputy Town Clerk Marlen D. Martell; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown; IT Director Mark Pakula; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle and other staff.

CALL TO ORDER by Mayor Mohammed at 6:05pm.

PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA:

MOTION MADE BY VICE MAYOR CLARK TO ACCEPT THE AGENDA AS IS,
SECONDED BY COMMISSIONER DIEUEVILLE, **MOTION PASSED 5-0.**

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

None

PROPOSED BUDGET - PUBLIC COMMENT

The millage proposed is the rolled-back determined in accordance with the provisions of Section 200.065(1), Florida Statutes, in that the rolled-back rate computed is 7.9986, and the proposed millage rate is **8.50**, which is 6.27 percent more than the rolled-back rate - Town Manager Jimenez, Assistant Finance Director Taubenfeld

RESOLUTION NO. 2020-111 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **RELATING TO TAXATION AND FINANCE; FIXING THE AMOUNT AND RATE OF TAXATION FOR THE FISCAL YEAR 2020-2021; PROVIDING FOR DELIVERY OF CERTIFIED COPIES; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE**

MOTION TO APPROVE RESOLUTION 2020-111 TO ADOPT THE MILLAGE RATE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUEVILLE. **MOTION PASSED 5-0.**

General Fund - Town Manager Jimenez, Assistant Finance Director Taubenfeld

RESOLUTION NO. 2020-107 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **OFFICIALLY ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE GENERAL FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2020-2021 AND APPROPRIATING**

Budget Hearing Commission Meeting
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THE FUNDS FOR THE OPERATION OF THE GENERAL FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2020-2021; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2020-107 TO ADOPT THE GENERAL FUND BY COMMISSIONER COHEN, SECONDED BY CLERK COMMISSIONER JACOBS.

MOTION PASSED 5-0.

Sewer Enterprise Fund - Town Manager Jimenez, Assistant Finance Director Taubenfeld

RESOLUTION NO. 2020-109 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE SEWER ENTERPRISE FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2020-2021 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE SEWER ENTERPRISE FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2020-2021;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2020-109 TO ADOPT THE SEWER ENTERPRISE FUND BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN. **MOTION PASSED 5-0.**

Surface Water Drainage - Town Manager Jimenez, Assistant Finance Director Taubenfeld

RESOLUTION NO. 2020-110 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **OFFICIALLY ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE SURFACE WATER DRAINAGE ENTERPRISE FUND/DEBT SERVICE FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2020-2021 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE SURFACE WATER DRAINAGE ENTERPRISE FUND/DEBT SERVICE FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2020-2021;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2020-110 TO ADOPT THE SURFACE WATER DRAINAGE ENTERPRISE FUND BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN. **MOTION PASSED 5-0.**

Pension Trust Fund - Town Manager Jimenez, Assistant Finance Director Taubenfeld

RESOLUTION NO. 2020-108 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE PENSION TRUST FUND FOR THE FISCAL YEAR 2020-2021 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE PENSION TRUST FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2020-2021;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2020-108 TO ADOPT THE SURFACE WATER DRAINAGE ENTERPRISE FUND BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN. **MOTION PASSED 5-0.**

Recurring Monthly Expenses - Town Manager Jimenez, Assistant Finance Director Taubenfeld
RESOLUTION NO. 2020-106 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE PAYMENT OF CERTAIN SERVICES, MATERIALS AND SUPPLIES WHICH ARE PROCURED ON A REGULAR OR RECURRING BASIS FOR THE FISCAL YEAR 2020-2021;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2020-106 TO ADOPT THE REGULAR AND RECURRING PAYMNT OF CERTAIN SUPPLIES, MATERIAL AND SERVICES MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN. **MOTION PASSED 5-0.**

RESOLUTIONS

Consultants - Town Manager Jimenez

RESOLUTION NO. 2020- A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO **CONSULTANT AGREEMENTS WITH THE CAPITAL HILLS CONSULTANTS, INC., CAS GOVERNMENTAL SERVICES, LLC, HELMICH CONSULTING, INC. AND MICHAEL MILLER PLANNING ASSOCIATES, INC.;** AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENTS FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE AND ADOPT RESOLUTION **2020-** TO INCLUDE, CAPITAL HILLS CONSULTANTS, INC., CAS GOVERNMENTAL SERVICES, LLC, HELMICH CONSULTING, INC. AND MICHAEL MILLER PLANNING ASSOCIATES, INC., MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 5-0.**

RESOLUTION NO. 2020- A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO **A CONSULTANT AGREEMENTS WITH DC STRATEGIES** AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENTS FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

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MOTION TO APPROVE AND ADOPT RESOLUTION **2020-** WITH DC STRATEGIES.,
MADE BY VICE MAYOR CLARK, SECONDED BY CLERK COMMISSIONER JACOBS.

MOTION PASSED 4-1. Commissioner Cohen opposed.

Town Attorney Contract - Town Manager Jimenez, Town Attorney Ryan

RESOLUTION NO. 2020-112 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE EMPLOYMENT AGREEMENT FOR TOWN ATTORNEY WITH MELISSA P. ANDERSON;** AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE SAID EMPLOYMENT AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2020-112 MADE BY CLERK COMMISSIONER JACOBS, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 5-0.**

ADJOURNMENT

With no further items for discussion, meeting adjourned at 6:35 pm. Vice Mayor Clark motioned for adjournment, seconded by Commissioner Cohen. **MOTION PASSED 5-0.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy 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
Budget Hearing Commission Meeting
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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.

RESOLUTION NO. 2020-117

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO A LICENSE AGREEMENT WITH 2757 S PARK LLC, A FLORIDA LIMITED LIABILITY COMPANY; AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 2757 S PARK LLC, a Florida limited liability company (“2757”), is the owner of certain real property located on Park Road; and

WHEREAS, 2757 has constructed a perimeter fence on the west boundary of its property which is located in the Town’s dedicated right of way on Park Road; and

WHEREAS, 2757 has requested that Town allow them to maintain the fence in its current location and has offered to compensate the Town for the encroachment on the Town right of way; and

WHEREAS, Town has agreed to enter into a License Agreement with 2757 to allow 2757 to maintain the encroaching fence in its current location, provided 2757 compensates Town for the encroachment, and agrees to certain conditions for the maintenance and removal of the fence encroaching in the Town right of way as set forth in the Agreement between the parties.

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

Section 1: That the Town is authorized and directed to make and enter into a License Agreement with 2757 S PARK LLC, a Florida limited liability company, for the fence encroachment into Town’s right of way on Park Road, a copy of said License Agreement being on file with the Town Clerk and by reference made a part hereof.

Town of Pembroke Park
Resolution No. 2020-117

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

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

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

PASSED AND ADOPTED, this ____ day of October, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA P. ANDERSON
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020- License Agmt w 2757 S PARK LLC FN24824E.docx

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, hereinafter referred to as "Agreement", is entered into by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a Florida municipal corporation, whose address is 3150 SW 52 Avenue Pembroke Park, Florida 33023, hereinafter referred to as "Town"

and

2757 S PARK LLC, a Florida limited liability company, whose address is 59 Lake Drive, Hightstown, New Jersey 08520, hereinafter referred to as ("Owner")

RECITALS

A. Owner is the fee owner of certain real property located in the Town of Pembroke Park, Broward County, Florida, hereinafter referred to as "Subject Property", and legally described as follows:

Parcel 1:

PARCEL "A" OF DYNASTY SUBDIVISION, AS RECORDED IN PLAT BOOK 126, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA FORMERLY KNOWN AS

THE NORTH 176 FEET OF THE SOUTH 571 FEET OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LESS THE WEST 25 FEET THEREOF, BROWARD COUNTY, FLORIDA

Parcel 2:

THE SOUTH 0.33 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE WEST ONE-HALF (W ½) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF SECTION TWENTY-NINE (29), TOWNSHIP FIFTY-ONE (51) SOUTH, RANGE FORTY-TWO (42) EAST, LESS THEREFROM THE SOUTH 571 FEET THEREOF, AND ALSO LESS THE WEST 40 FEET AND THE NORTH 25 FEET FOR ROAD PURPOSES. SAID LAND SUBJECT TO A 20 FOOT ROAD EASEMENT OVER AND ACROSS THE EAST 20 FEET THEREOF. SAID LAND SITUATED IN THE CITY OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.

- B. A portion of the Subject Property borders Town's right of way located on Park Road.
- C. Town maintains a dedicated right of way on Park Road for utility services and transportation purposes.
- D. Owner has constructed a metal perimeter fence on the west boundary line of the Subject Property that encroaches approximately three (3') feet into the Town's right of way on Park Road, said encroachment area is hereinafter referred to "Encroachment Area" and is shown on the Specific Purpose Survey Sketch and Legal Description, attached hereto as Exhibit A and by reference made a part hereof.
- E. Owner has requested permission from Town to allow the fence encroachment into the Town's right of way on Park Road as shown on Exhibit A to remain in place.
- F. Town generally prohibits encroachments into Town's rights of way, but recognizes extenuating circumstances occasionally make such an encroachment into Town's right of way permissible.
- G. Town has agreed to grant owner a revocable license for use of the Encroachment Area requested by Owner provided that Owner agrees to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, Town and Owner hereby agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement by reference herein.
2. Town hereby grants unto Owner a revocable license for the nonexclusive possession, use, and occupancy of the Encroachment Area as shown in Exhibit A for Owner's fence as currently constructed. Any and all rights granted to Owner under this Agreement shall be exercised at Owner's sole cost, risk and expense and shall be subject to the dominant and continuing right of Town to use any and all of the rights of way for Town's proposes; it shall further be subject to all prior deeds, easements, dedications, conditions, franchises, covenants, restrictions, encroachments and claims of title of record that may affect the Encroachment Area. Nothing contained in this Agreement shall be deemed to grant, convey, create or vest in Owner any real property interest in the rights of way, including, but not limited to, any fee, leasehold interest, easement, servitude or irrevocable license.
3. Owner agrees to pay Town the sum of _____ (\$ _____.00) DOLLARS concurrently with execution of this Agreement for the revocable license granted herein to maintain the fence in the Encroachment Area as per the terms and conditions of this Agreement.
4. In the event Town or a public utility wishes to obtain ingress and/or egress to the Encroachment Area for any purposes, including but not limited to installation, maintenance or repair of facilities, Owner agrees that it shall, at its sole expense, remove all or such portion of

the fence and any and all structures, landscaping and other material in the Encroachment Area as directed by Town. In the event Owner fails to comply with Town's request within thirty (30) days' notice, Town may remove all or such portion of the fence and materials from the Encroachment Area, and Owner shall be responsible for all removal costs incurred by Town. Owner shall be responsible for any replacement or reconstruction expenses to restore the affected portion of the fence.

5. In the event Town or a public utility must obtain emergency access to prevent property damage or avoid the endangerment of the health, safety of welfare of the public, Town shall have the right to immediate access to the Encroachment Area. Town shall make reasonable efforts to notify Owner and allow Owner the opportunity to remove the fence and any and all structures, landscaping and other material from the Encroachment Area. However, in the event Owner is not available or unable to remove the structures, landscaping or other materials immediately, Town may remove such materials and Owner shall be responsible for all removal costs incurred by Town. Owner shall be responsible for any replacement or reconstruction expenses to restore the affected portion of the fence.

6. In the event of damage or destruction to FIFTY PERCENT (50 %) or more of the fence located in the Encroachment Area by accident or other casualty, then Owner agrees to dismantle and remove the entire fence located in the Encroachment Area at Owner's sole expense within thirty (30) days of such accident or casualty. Owner agrees to restore Encroachment Area to the condition that it was in prior to the construction of the encroachment fence. Owner shall thereafter reconstruct the fence solely within the boundary of the Subject Property at Owner's sole expense.

7. Town shall have no liability to Owner, or its employees, contractors, agents, and invitees in connection with the maintenance of the fence in the Encroachment Area, this Agreement and the subject matter hereof, including, without limitation, any claims in connection with, related to, or arising from Town's routine or emergency access to the Encroachment Area, including, but not limited to, any claims for damage to the fence in the Encroachment Area or the Subject Property. Owner hereby releases Town, its officials, employees and agents with respect to the foregoing.

8. Owner shall use and occupy the Encroachment Area referenced in this Agreement solely for maintenance of the fence. The Encroachment Area shall not be used for any other purpose whatsoever without the prior written consent of Town. Owner covenants that Owner will not, without the prior written consent of Town, permit the Encroachment Area to be used or occupied by any person, firm, entity or corporation other than Owner and Owner's agents. Owner further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon the Encroachment Area, and no act shall be permitted and nothing shall be kept in or about the Encroachment Area which will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to the Encroachment Area. Owner shall not permit the Encroachment Area to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

9. Owner shall, at all times hereafter, indemnify and hold harmless Town and its officers, agents and employees from and against all claims, damages, losses and expenses arising out of or in relation to this Agreement or any use in the Encroachment Area including, but not limited to, claims, damages, losses or expenses resulting from bodily injury, sickness, disease, personal injury or death, or the injury to or destruction of tangible property including the loss of or loss of use resulting therefrom. This obligation expressly includes any alleged or actual negligence by Town as to all activities regarding the fence in the Encroachment Area, including enforcement of said conditions. Nothing in this Agreement shall be construed to limit the rights, privileges or immunities accorded to the Town by Section 768.28, Florida Statutes, as amended from time to time. The provisions of this section shall survive the termination of this Agreement.

10. Owner agrees to defend Town against any claims brought, or actions filed, against Town with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, Owner agrees to employ attorneys selected by Town to appear and defend the claim or action on behalf of Town, at the expense of Owner. Town shall have the authority for the direction of the defense. The Town Commission shall review and have sole authority to decide upon the acceptability of any compromise or settlement of any claims or actions against Town.

11. It is understood that this use of the Encroachment Area is granted to Owner for Owner's sole benefit and as a special exception to the policy of Town, and this Agreement shall be construed more strictly in favor of Town and against Owner.

12. This Agreement may be cancelled by Town at any time at Town's sole discretion. This Agreement may be terminated by Owner at any time by removing the fence in the Encroachment Area, by returning the Encroachment Area to its original condition and by notifying Town of said removal in writing. Upon confirmation of the foregoing, Town shall provide Owner with a release of this Agreement for Owner to record at Owner's expense.

13. Town or its agents may enter upon the Encroachment Area and Subject Property at all reasonable times and hours to examine same to determine if Owner is properly maintaining the fence pursuant to this Agreement.

14. No waiver of any provisions in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous agreements and representations whether oral or written.

16. This Agreement may not be changed, altered or modified except by an instrument in writing and signed by all parties against whom enforcement of such changed would be sought.

17. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be in full force and effect.

18. Notices.

(a) Whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon either of the parties by the other, or either of the parties shall desire to file or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as Town may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in the United States mail, postage prepaid; in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO TOWN:

Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

With copy to:

Town Attorney
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

AS TO OWNER:

2757 S PARK LLC
Attn: Michael Koretsky
2757 S Park Road
Pembroke Park, Florida 33009

With copy to:

Attn: _____

19. Owner shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of Town in and to the Encroachment Area, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the Owner, or its agents, servants, employees, contractors or officers or on account of any act or omission of the Owner as to the Encroachment Area. All persons contracting with the Owner, or furnishing materials, labor or services to the Owner, or to its agents or servants, as well as all persons shall be bound by this provision of the Agreement. Should any such lien be filed, Owner shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. Owner shall not be deemed to be the agent of Town, so as to confer upon a laborer bestowing labor upon or within the Encroachment Area, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713.10(1), Florida Statutes, of the “non-liability” of the Town.

20. It is acknowledged and stipulated by and between the parties hereto that this Agreement shall not be deemed a lease of the Encroachment Area by Town, but rather a license granted to Owner by Town for the nonexclusive possession, use, occupancy, operation, maintenance and repair of the Encroachment Area for the occupancy and maintenance of the encroaching fence under the terms and conditions stated herein, such terms and conditions including termination of the Agreement in the manner set forth herein.

21. Owner shall comply with all applicable statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Town of Pembroke Park, and of any other public authority that may be applicable to this Agreement and the possession, use, occupancy, and maintenance of the fence in the Encroachment Area.

22. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement.

23. This Agreement shall be conditioned upon recordation of the Agreement in the Public Records of Broward County, Florida. Town shall record the Agreement, subject to Owner reimbursing Town for the cost thereof. A copy of the recorded Agreement shall be provided to Owner and filed with the Town Clerk’s Office of the Town of Pembroke Park.

24. The provisions of this Agreement are covenants running with the land described as Subject Property, and are binding upon Owner and its respective successors and assigns.

25. Owner agrees that it will promptly pay all of Town's expenses for the preparation and recording of this Agreement.

26. Town and Owner agree to execute, acknowledge, deliver, and cause to be executed, acknowledged and delivered all such further documents and perform such acts as shall be reasonably requested of it to carry out this Agreement and give effect hereto.

27. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: TOWN OF PEMBROKE PARK, FLORIDA through its TOWN COMMISSIONERS, signing by and through its MAYOR and CLERK COMMISSIONER, authorized to execute same by Town Commission Resolution No. 2020-____ and OWNER, duly authorized to execute same.

TOWN OF PEMBROKE PARK

ASHIRA A. MOHAMMED
Mayor-Commissioner

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

APPROVED AS TO FORM:

MELISSA P. ANDERSON
Town Attorney

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of October, 2020, by Ashira Mohammed as Mayor of the Town of Pembroke Park, a Florida municipal corporation, on behalf of the corporation. She ☐ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My commission expires: _____

2757 S PARK LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of October, 2020, by _____, as _____ of 2757 S PARK LLC, a Florida limited liability company. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My commission expires: _____

L:\Lissette\Chris\Town of Pembroke Park\Agreements\License Agreement w 2757 S PARK LLC.docx

**TOWN OF PEMBROKE PARK
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor & Town Commissioners
Town of Pembroke Park

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: September 16th, 2020

Subject: Aluminum Fence Encroachment
Decision to Require Fence Relocation / Encroachment Agreement
Former "Grainger" Industrial Redevelopment Site
2757 Park Road
Pembroke Park Bldg. Dept. Process # 90246
MMPA Acct. No.: 00-1101-1000

ISSUE / BACKGROUND

In mid-2018 the Town approved building renovations for the former Grainger Warehouse building at the above address. Those improvements were completed earlier this year. In addition to the building renovations, the developer received permits and installed security fences around the parking lots on Park Road and Bryan Road. Even though the permit drawings appeared to be clear, the fence contractor installed a decorative aluminum fence along Park Road about 3' into the public road right-of-way. This was discovered during the inspection and verified by as-built surveys. The Town instructed the developer to either relocate the fence onto their property or they could seek Town Commission approval of an Encroachment Agreement. MMPA advised them based on similar requests the Town may request compensation to "use" public lands.

MMPA previously provided backup documents for the Town Commission's 8/26/20 Workshop meeting and 9/09/20 Regular meeting for informational purposes. Pursuant to the discussion held at the 9/09/20 Regular Town Commission meeting whereby MMPA was instructed to contact owner Michael Koretsky to discuss a mutually satisfactory "use fee" to allow the owner to utilize public lands (Park Road right-of-way) for a private use (fence installed in right-of-way), MMPA discussed the matter via a phone conference with Mr. Koretsky on 9/16/20. MMPA presented the Town's past policy on such encroachments and previous situations / agreement terms (SCC / Shoreline). Based on the above conversation, Mr. Koretsky desired to offer the Town a one-time mitigation fee payment of \$3,500.00 – the same as was paid for the SCC wall encroachment. The Town Commission should discuss the matter and decide if the owner will be allowed to keep the fence within the Town's right of way, and if allowed what mitigation fee is acceptable.

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ANALYSIS

MMPA has researched the Town’s previous approvals of right-of-way encroachments. The only two previous instances of public right-of-way encroachment MMPA is aware of are: (1) 2008 Shoreline Foundation encroachment on platted alley, and (2) the 2018 Seneca Commerce Center (SCC) wall encroachment at SW 40th Avenue and SW 25th Street.

- 1) In 2008 the Town discovered that Shoreline Foundation located at 2781 SW 56th Avenue had constructed portions of buildings and fences across a platted public alley that passes through their site. The Town debated either vacating the alley or keeping the alley but allowing the improvements to remain. It was decided that the alley would not be vacated. The improvements were allowed to remain. An annual “use fee” of \$500 was required. Town staff has confirmed the Town has received this payment annually and is current. The Town has received a total of \$6,500 since the inception of the fee.
- 2) In 2018 the Town discovered that a portion of a new buffer screen wall constructed at the Seneca Commerce Center (SCC) was unintentionally built within newly dedicated public right-of-way at the intersection of SW 40th Avenue and SW 25th Street. The Town Commission allowed this section of wall to remain subject to entering into a Town Encroachment Agreement and payment of a one-time “use fee” of \$3,500.00. The agreement is finalized / signed, and the Town has received the \$3,500.00. The land area involved in this case was about 184 sq. ft. and the section of wall encroachment was about 35' long. This equates to about \$19 per square foot.
- 3) As stated above, in mid-2018 the Town approved building renovations for the former Grainger Warehouse building at the above address. Those improvements were completed earlier this year. In addition to the building renovations, the developer received permits and installed security fences around the parking lots on Park Road and Bryan Road. Even though the permit drawings appeared to be clear, the fence contractor installed a decorative aluminum fence along Park Road about 3' into the public road right-of-way. This was discovered during the inspection and verified by as-built surveys. The owner has explained that if the fence is relocated onto their site it would be very close to their parking spaces and damage may occur. Also, they have installed hedges between the fence and parking spaces as required by Code. They are maintaining the landscaping in the Town expanded right-of-way in front of their site. The Town instructed the developer to either relocate the fence onto their property or they could seek Town Commission approval of an Encroachment Agreement. MMPA advised them based on similar requests the Town may request compensation to “use” public lands. This request is for a significantly longer fence and larger land area. The land area is about 546 sq. ft. and the fence / gate section is about 176' long. Based on the SCC Town approval cost of \$19 per sq. ft. if applied to this request it would be for \$10,397. There is no fixed fee or formula for “using” Town lands for private purposes. The Town is free to negotiate and charge whatever is felt to be reasonable. As stated above Mr. Koretsky's offer is for a one-time payment of \$3,500.00 – the same as for SCC. MMPA believes the applicant's proposed “use fee” is too low for this larger land area involved and expressed that to him.

Michael Miller Planning Associates, Inc.

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It should be mentioned that during the redevelopment of the site, the owner illegally removed a large number of mature shade trees – both in the Town's road right-of-way and on the subject site. The only activity the Town issued permits for was the actual building renovation – no outdoor site work. In Broward County / every municipality no tree can be removed without prior review and permits. When the trees were illegally removed, the Town Code Officers issued a NOV and alerted the county. As the Town has no qualified staff to handle tree permits, the Broward County Environmental Protection & Growth Mgt. Dept. handles tree issues in the Town. Enforcement action followed with a guilty verdict and civil violation of \$1,780 and a requirement to replant 17 replacement trees. This information is meant primarily as informational purposes but also to illustrate actions by this owner.

CONCLUSION / RECOMMENDATION

In mid-2018 the Town approved building renovations for the former Grainger Warehouse building at the above address. Those improvements were completed earlier this year. In addition to the building renovations, the developer received permits and installed security fences around the parking lots on Park Road and Bryan Road. Even though the permit drawings appeared to be clear where the fence was to be installed on the owner's property, the fence contractor installed a decorative aluminum fence along Park Road about 3' into the public road right-of-way. This was discovered during the inspection and verified by as-built surveys. The Town instructed the developer to either relocate the fence onto their own property or they could seek Town Commission approval of an Encroachment Agreement. MMPA advised them based on similar requests the Town may request compensation to “use” public lands.

The Town Commission discussed this issue at their 8/26/20 Workshop meeting and 9/09/20 Regular meetings. MMPA was instructed to contact the owner (Michael Koretsky) and attempt to negotiate a reasonable “use fee” for the public lands involved. Mr. Koretsky prefers to keep the Park Road fence where it has been constructed and enter into a Town Encroachment Agreement. He prefers a one-time payment versus an annual fee (per the Shoreline arrangement). Mr. Koretsky's offer is a one-time payment of \$3,500.00. MMPA suggested to him that this may be too low for the much larger land area involved and length of fence. It is acknowledged the site has been improved and they are maintaining the landscaped area between the Park Road pavement and the onsite improvements. Therefore, MMPA suggests the Town consider a one-time payment of \$6,500.00 (about \$12 per sq. ft.) due to the above analysis.

Fence Relocation- If the owner does not accept the Town's “use fee” decision the fence will have to be relocated onto their own property. The survey provided shows that the site has several non-conforming features. For example, the paved parking lot along Park Road is built right up to the property line, but the Town Landscape Code requires a minimum 5-foot wide landscaped strip between a street property line and any onsite pavement. Within the 5-foot landscape strip continuous shrubs and trees are required to be planted. It is evident the owner's shrubs are planted in the Town's road right-of-way as well. Since the parking lot pavement is built up to the street lot line, the parking lot will have to be rebuilt compliant with Town Code requirements (parking stall sizes / driveway widths / driveway location per plat), a minimum 5-foot wide landscaped strip must be provided between the parking lot pavement and street right-of-way line per Sec. 27-36, and the hedges must be planted in the 5-foot wide landscape strip between the fence and parking lot pavement. There does not appear to be adequate room for this to occur.

Michael Miller Planning Associates, Inc.

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MMPA strongly recommends that the owner agree to a mutually agreeable higher mitigation fee per the above (\$6,500) or as otherwise negotiated and leave the fence where it is. In this scenario the Town will not require the parking lot to be rebuilt to accommodate pavement, 5-foot landscape strip, fence and required landscaping.

Michael Miller Planning Associates, Inc.



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

Agenda Request

Meeting Date:	Next Available Possible
Subject:	
Initiated by:	☐ City Council ☐ City Attorney ☒ City Manager/Staff
Prepared by:	Name & Title: Michael J. Miller, AICP - Consultant Town Planner
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Town Encroachment Agreement / Legal Description / Location Map
Fiscal Impact:	Town = No Negative Fiscal Impact but license mitigation \$ could be Positive / Developer = Cost to remove / relocate wall or pay license mitigation \$\$ to Town for use of public land.
Policy Question(s) for Council Considerations:	
Summary:	As part of the recent redevelopment of the site a 5' tall metal picket security fence was built along Park Road to enclose the parking lot. The contractor failed to locate the property line and
Background:	In May 2018 the Town issued permits for the renovation of the building and construction was completed in early 2020. In addition to the building renovation the developer requested BPs for
Discussion/Analysis:	
Options:	1) Approve a Right-of-Way Encroachment Agreement to allow a portion of the fence to remain within the public roadway;
Advantages:	Town = None Known / Developer = Save cost of demolition / rebuilding fence in correct location.
Disadvantages:	Town = None Known / Developer = Cost of demolition / rebuilding fence in correct location.
Possible action:	1) Approve a Right-of-Way Encroachment Agreement to allow the fence to remain within the right-of-way; 2) Require the developer to relocate the fence onto their own property.
Advantages:	Town = None Known / Developer = Save cost of demolition / rebuilding fence in correct location.
Disadvantages:	Town = None Known / Developer = Cost of demolition / rebuilding fence in correct location.
Staff Recommendations:	APPROVAL. Sufficient right-of-way exists for the actual pavement / drainage / landscaping. Even if Park Road was widened there is sufficient ROW area. The location of the as-built fence
Additional Action Needed:	If the TC approves the Right-of-Way Encroachment Agreement the parties will need to execute the document, the document will need to be recorded in the public records and \$\$ paid. If the

PREPARED BY:

DRAFT
7/31/20

The Above Blank Space Is for Recording Purposes

Town of Pembroke Park, Florida

PROPERTY OWNER'S ENCROACHMENT & RESTRICTIVE COVENANT AGREEMENT

☐ Commercial (check if applicable)

☒ Industrial (check if applicable)

☐ Residential (check if applicable)

☐ Other (check if applicable)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between 2757 S. Park LLC, whose mailing address is 54 Lake Drive Hightstown NJ 08520 hereinafter referred to as "OWNER", and the Town of Pembroke Park, a Florida municipal corporation, hereinafter referred to as "TOWN".

RECITALS

WHEREAS, OWNER is/are the fee simple owner(s) of certain real property located within the Town of Pembroke Park, Broward County, Florida with a property address of 2757 South Park Road Pembroke Park, Florida and more particularly described as (insert the full legal description for the property as maintained by the Broward County Property Appraiser's (BCPA) Office. BCPA General Information telephone number is 954-357-6830. See <http://bcpa.net> for more information):

WHEREAS, OWNER'S property is located adjacent to certain TOWN right-of-way, sidewalk, swale, alley, or other such right-of-way, or is encumbered by a restrictive easement (access / roadway / utility / drainage / utility / other); and

WHEREAS, OWNER desires to place, construct, install, and/or maintain upon TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement, the following: (place an X next to the type of encroachment):

____ Special driveway approach(es) (type): _____

____ Sign(s)

☒ Fence or Wall (type): 5' TALL METAL PICKET FENCE + GATE

____ Landscaping

____ Irrigation System

____ Awnings / Canopies / Other Architectural Features (type): _____



The Town of Pawnee, Nebraska

Town of Pawnee Park, Florida

PROPOSED EASEMENT & RESTRICTIVE COVENANT AGREEMENT

1. The property described in the attached plat is hereby conveyed to the Town of Pawnee, Florida, for the purpose of establishing a public park.

2. The property described in the attached plat is hereby conveyed to the Town of Pawnee, Florida, for the purpose of establishing a public park.

3. The property described in the attached plat is hereby conveyed to the Town of Pawnee, Florida, for the purpose of establishing a public park.

RECORDS

4. The property described in the attached plat is hereby conveyed to the Town of Pawnee, Florida, for the purpose of establishing a public park.

5. The property described in the attached plat is hereby conveyed to the Town of Pawnee, Florida, for the purpose of establishing a public park.

6. The property described in the attached plat is hereby conveyed to the Town of Pawnee, Florida, for the purpose of establishing a public park.

7. The property described in the attached plat is hereby conveyed to the Town of Pawnee, Florida, for the purpose of establishing a public park.

8. The property described in the attached plat is hereby conveyed to the Town of Pawnee, Florida, for the purpose of establishing a public park.

9. The property described in the attached plat is hereby conveyed to the Town of Pawnee, Florida, for the purpose of establishing a public park.

10. The property described in the attached plat is hereby conveyed to the Town of Pawnee, Florida, for the purpose of establishing a public park.

11. The property described in the attached plat is hereby conveyed to the Town of Pawnee, Florida, for the purpose of establishing a public park.

12. The property described in the attached plat is hereby conveyed to the Town of Pawnee, Florida, for the purpose of establishing a public park.

_____ Tables, chairs, umbrellas, heaters (describe the item to be placed as well as the day(s) of the week and hour(s) of the day of such placement):

_____ Electrical (describe):

_____ Other (describe):

thereby, encroaching into the TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement; and

WHEREAS, the TOWN is willing to allow OWNER to encroach into TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement without prejudice to the TOWN'S right to have the encroachment removed at the OWNER'S sole expense; and

WHEREAS, OWNER understands that at any time the TOWN may require the OWNER to remove the aforesaid encroachment from the TOWN right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and as further consideration for the TOWN approving OWNER'S request to encroach upon TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement, the sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.
2. The TOWN hereby grants permission for the above described encroachment upon the TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement provided that said encroachment shall be in accordance with plans and specifications on file or to be filed with and approved by the TOWN.
3. At any time, the TOWN may require either the permanent or temporary removal of said encroachment and OWNER for himself / herself as well, as their successors in interest agree that at any such time as the TOWN requires temporary or permanent removal of the aforesaid encroachment, OWNER will do so promptly and at their own expense. OWNER further agrees that if he / she / they should fail to remove the encroachment within thirty (30) days after the TOWN mails a written request to OWNER requiring removal of the

encroachment, then the TOWN may remove the aforesaid encroachment and impose the cost of said removal as a special assessment lien against the Property – such special assessment lien shall be in parity or coequal with the lien of all state, county, district, and municipal (town) taxes, and superior in dignity to all other liens, titles, encumbrances, and claims. In the event of emergency, the TOWN shall have the right to remove the encroachment without notice to OWNER and without any obligation or liability to OWNER for damage to the encroachment.

4. To the fullest extent permitted by Laws and Regulations, OWNER hereby agree(s) to defend, indemnify, and hold harmless the TOWN and its commissioners, directors, attorneys, appointed officials, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the installation and/or maintenance of the encroachment and caused, in whole or in part, by any willful, intentional, reckless, or negligent act and/or omission of OWNER or any person, employee, agent, or any third party acting on OWNER'S behalf (including any contractor, subcontractor, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable).
5. In any and all claims against the TOWN or any of its consultants, agents, or employees by any employee of OWNER or any employee of any person, employee, agent, or third party acting on OWNER'S behalf (including contractors, subcontractors, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable), the indemnification obligation under the above Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for OWNER or by or for any person, employee, agent or third party acting on OWNER'S behalf (including contractors, subcontractors, or any persons or organizations directly or indirectly employed by any of them or anyone for whose acts any of them may be liable) under workers' or workman's compensation acts, disability benefit acts, other employee benefit acts or any other service of law. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability or to waive any immunity established by Florida Statutes, case law, or any other source of law. This indemnification provision shall survive the termination of any TOWN permit or Agreement with the TOWN, however terminated. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity in Section 768.28, Florida Statutes. Inclusive in this Indemnity provision is the agreement to fully indemnify the Town of Pembroke Park from any claims or actions alleged to have been caused by the TOWN'S acts or omissions. OWNER shall maintain insurance, which will provide for the indemnity provision provided herein.
6. For the purpose of this Agreement, OWNER shall obtain insurance policies – naming the TOWN as an additional insured on a primary and non-contributory basis – that comply with the current version of the Town of Pembroke Park's Insurance Requirements for Encroachment & Restrictive Covenant Agreements and OWNER shall evidence this insurance to the Town Manager or the Town Manager's designee in accordance with the parameters and instructions of outlined within the current version of the Town of Pembroke Park Insurance Requirements for Encroachment & Restrictive Covenant Agreements. Evidence of insurance will not be approved unless all of the requirements have been met to the satisfaction of Town Manager or their designee. Moreover, said insurance shall be maintained until the encroachment is removed and failure to maintain such insurance shall constitute a material breach of this Agreement that may result in the TOWN requiring removal of the encroachment at OWNER'S sole expense.

7. All individuals signing this Agreement have the legal authority and capacity to enter into this General Encroachment & Restrictive Covert Agreement.
8. As further part of this Agreement, it is hereby understood and agreed that any official inspector of the Town of Pembroke Park, or its duly authorized agents, may have the privilege at any time of normal working hours to enter and inspect the premises to determine whether the requirements of the Building and Zoning regulations and the conditions herein agreed to are fully complied with.
9. This Agreement shall be recorded at OWNER'S sole expense and shall inure to the benefit of and be binding upon OWNER'S successors, heirs, executors, administrators, representatives, assigns, and all other persons or entities acquiring an interest thereunder, and this Agreement shall be a restrictive covenant concerning the use, enjoyment, and title to the above property and shall constitute a covenant running with the land.
10. In the event the terms of this Agreement are not complied with, in addition to other remedies available, the TOWN is hereby authorized to withhold any further permits and to refuse to make any inspections or grant any approvals until such time as there is full compliance with this Agreement.
11. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all applicable and duly adopted ordinances, regulations, and policies of Broward County and the TOWN now in effect and those hereinafter adopted.
12. The location for settlement of any claims, controversies, disputes, arising out of or relating, directly or indirectly, to any part of this Agreement or any breach hereof, shall be in Broward County, Florida.
13. OWNER agrees that he/she shall be liable for reasonable attorney's fees incurred by TOWN, if TOWN is required to take any actions, through litigation or otherwise, to enforce this Agreement.
14. TOWN, shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction restraining any violation of this Agreement as well as recovery of any and all costs and expenses sustained or incurred by TOWN in obtaining such an injunction including, without limitation, reasonable attorney's fees.
15. This Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions contained herein shall be made by the Parties in writing.
16. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

AS TO OWNER(S):

Signature

Signature

Print Name & Title (if applicable)

Print Name & Title (if applicable)

Notarization of Owner's / Owners' Execution

STATE OF FLORIDA)
COUNTY OF BROWARD)

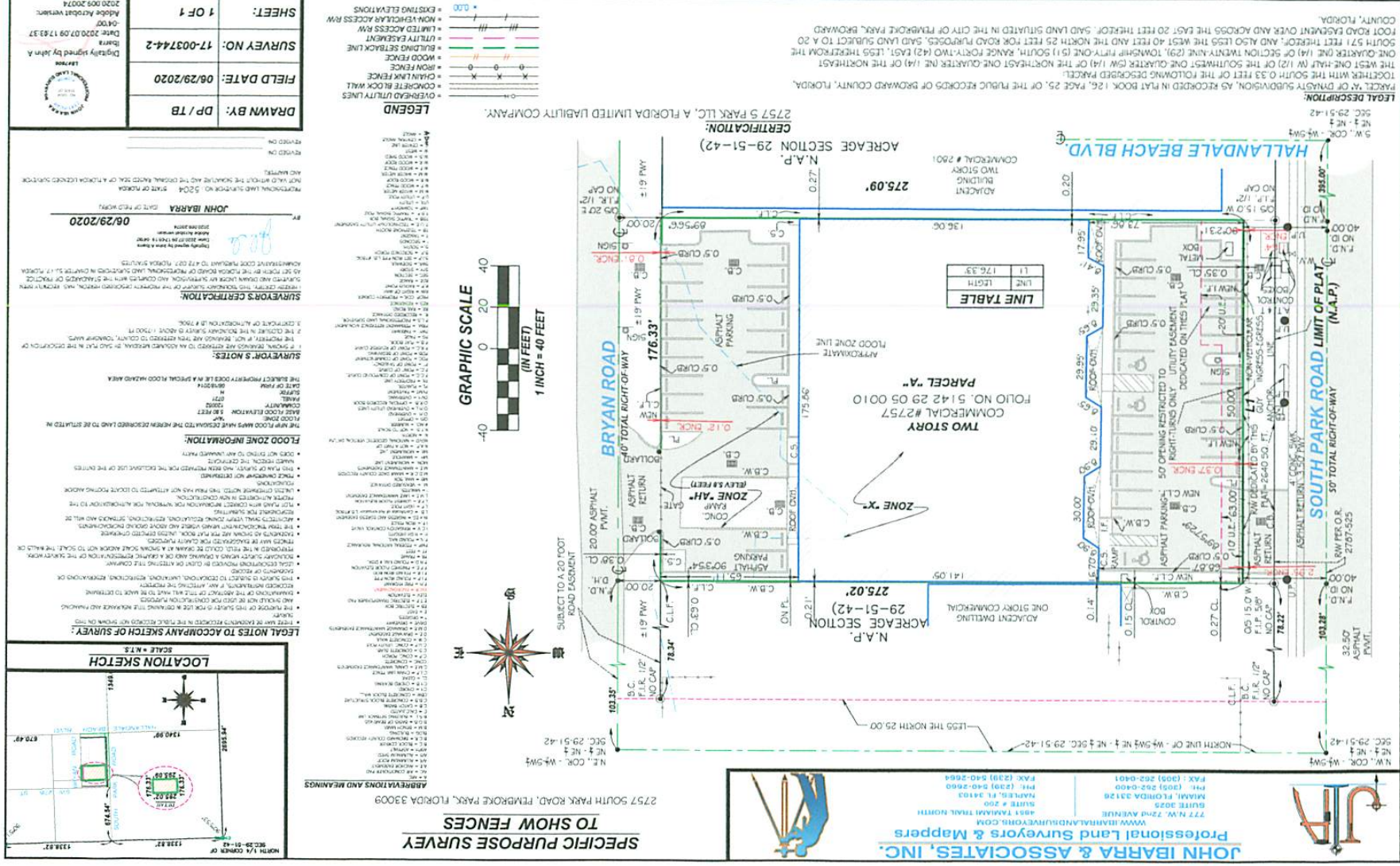
The foregoing instrument was acknowledged before me this ____ day of _____, in the year 20__, by _____, who is / are personally known to me or has / have produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Christopher J. Ryan, Esq. – Town Attorney
Ryan & Ryan, LLC



**SPECIFIC PURPOSE SURVEY
SKETCH AND LEGAL DESCRIPTION
FOR FENCE EASEMENT**

ABBREVIATIONS:

P.O.B = POINT OF BEGINNING
NW = NORTHWEST
NE = NORTHEAST
N = NORTH
E = EAST
S = SOUTH
W = WEST
Q = CENTER LINE
L.B. = LICENSED BUSINESS
I.F = IRON FENCE
C.L.F = CHAIN LINK FENCE

PROPERTY ADDRESS:

2757 SOUTH PARK ROAD,
PEMBROKE PARK, FLORIDA 33009
FOLIO No. 5142 29 05 0010



LOCATION SKETCH

SCALE = N.T.S.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE EAST RIGHT OF WAY OF SOUTH PARK ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF THE PARCEL "A", OF DYNASTY SUBDIVISION, AS RECORDED IN PLAT BOOK 126, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF PARCEL "A" ON AN ASSUME BEARING $50^{\circ}56'42''$ E A DISTANCE OF 176.33 FEET; THENCE $58^{\circ}03'18''$ W DISTANCE OF 3.10 FEET; THENCE RUN $NO 1^{\circ}56'41''$ W A DISTANCE OF 176.33 FEET; THENCE RUN $N88^{\circ}03'18''$ E A DISTANCE OF 3.10 TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF ± 546 SQ. FT.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE WEST RIGHT OF WAY OF BRYAN ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF THE PARCEL "A", OF DYNASTY SUBDIVISION, AS RECORDED IN PLAT BOOK 126, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE $N88^{\circ}03'18''$ E A DISTANCE OF 1.50 FEET; THENCE RUN $50^{\circ}56'42''$ E A DISTANCE OF 176.33 FEET; THENCE $58^{\circ}03'18''$ W DISTANCE OF 1.50 FEET; THENCE RUN $NO 1^{\circ}56'41''$ W ALONG THE EAST LINE OF PARCEL "A", OF DYNASTY SUBDIVISION, AS RECORDED IN PLAT BOOK 126, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA DISTANCE OF 176.33 TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF ± 246 SQ.FT.

SURVEYOR'S NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY JOHN IBARRA & ASSOCIATES, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THIS "SPECIFIC PURPOSE SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

Digitally signed by John A. Ibarra
Date: 2020.07.09 17:15:49 -0400
Adobe Acrobat version: 2020.009.20074

BY: JOHN IBARRA (DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO.: 5204 STATE OF FLORIDA
(VALID COPIES OF THIS SURVEY WILL BEAR THE EMBOSSED SEAL OF THE ATTESTING LAND SURVEYOR)

REVISED ON: _____

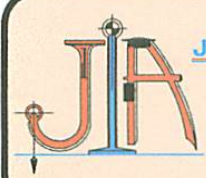
DRAWN BY: DP / TB

DATE: 07/08/2020

SCALE: 1"=40'

SURVEY NO: 17-003744-2

SHEET: 1 OF 2



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers
WWW.IBARRALANDSURVEYORS.COM

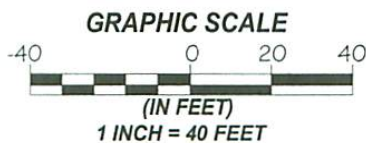
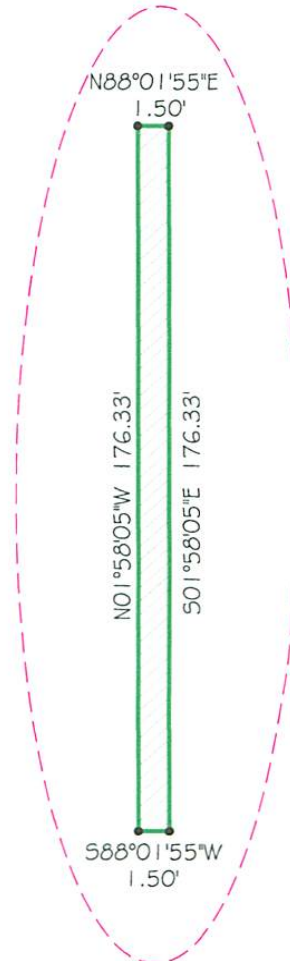
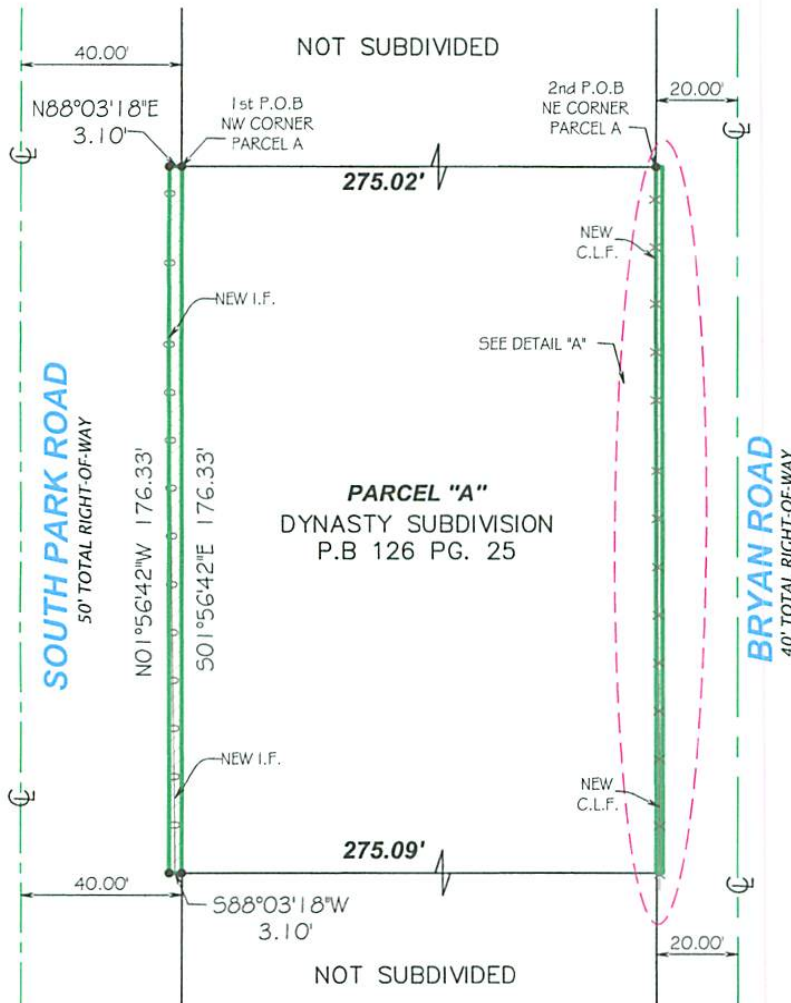
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

4851 TAMiami TRAIL NORTH
SUITE # 200
NAPLES, FL 34103
PH: (239) 540-2660
FAX: (239) 540-2664



Digitally signed by John A. Ibarra
Date: 2020.07.09 17:16:07 -0400
Adobe Acrobat version: 2020.009.20074

**SPECIFIC PURPOSE SURVEY
SKETCH AND LEGAL DESCRIPTION
FOR FENCE EASEMENT**



PROPERTY ADDRESS:
2757 SOUTH PARK ROAD,
PEMBROKE PARK, FLORIDA 33009
FOLIO No. 5142 29 05 0010

DETAIL "A"
N.T.S

DRAWN BY:	DP / TB
DATE :	07/08/2020
SCALE:	1"=40'
SURVEY NO:	17-003744-2
SHEET:	2 OF 2



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers
WWW.IBARRALANDSURVEYORS.COM

777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

4851 TAMiami TRAIL NORTH
SUITE # 200
NAPLES, FL 34103
PH: (239) 540-2660
FAX: (239) 540-2664



Digitally signed by John A Ibarra
Date: 2020.07.09 17:16:24 -04'00'
Adobe Acrobat version:
2020.009.20074

Instr# 114730984 , Page 1 of 2, Recorded 11/20/2017 at 02:15 PM
Broward County Commission
Deed Doc Stamps: \$16975.00

Document Prepared by:

John W. Julian, Esq.
W.W. Grainger, Inc.
100 Grainger Parkway, Suite B4T56
Lake Forest, Illinois 60045

Return to After Recording:

Anthony S. Adelson, P.A.
501 Golden Isles Drive, Suite 101
Hallandale Beach, FL 33009
File No. 17-4597
954-458-9238

Space Above this Line Reserved for Recording Office Use

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 19th day of October, 2017, by **W.W. GRAINGER, INC.**, an Illinois corporation, whose principal place of business is 100 Grainger Parkway, Lake Forest, Illinois 60045, as **GRANTOR**, to **2757 S PARK LLC**, a Florida limited liability company, whose address is 59 Lake Drive, Hightstown, New Jersey 08520, as **GRANTEE**.

Witness that Grantor, for good and valuable consideration, receipt of which is acknowledged, grants, bargains and sells to Grantee all the real property located in the City of Pembroke Park, Broward County, Florida, more particularly described as:

Parcel 1:

Parcel "A" of DYNASTY SUBDIVISION, as recorded in Plat Book 126, Page 25, of the Public Records of Broward County, Florida formerly known as

The North 176 feet of the South 571 feet of the West ½ of the Southwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 29, Township 51 South, Range 42 East, less the West 25 feet thereof, Broward County, Florida.

Parcel 2:

The South 0.33 feet of the following described parcel:

The West One-Half (W ½) of the Southwest One-Quarter (SW ¼) of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼) of Section Twenty-nine (29), Township Fifty-one (51) South, Range Forty-two (42) East, less therefrom the South 571 feet thereof, and also less the West 40 feet and the North 25 feet for road purposes. Said land subject to a 20 foot road easement over and across the East 20 feet thereof. Said land situated in the City of Pembroke Park, Broward County, Florida.

Property Id No. 514229-05-0010
Common Address: 2757 S Park Rd, Pembroke Park, FL 33009

together with all tenements, hereditaments and appurtenances thereto; subject to current real property taxes for fiscal year 2017 and thereafter, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, rights-of-way and other matters of record, without hereby reimposing same.

Grantor hereby covenants with Grantee that Grantor will forever defend Grantee against claims of all persons claiming by, through or under Grantor. No other covenants or warranties, express or implied, are given by this Special Warranty Deed.

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

Printed Name: John Julian

Printed Name: Katherine Heglund

W.W. GRAINGER, INC., an Illinois corporation

BY: Philip M. West
Philip M. West
Vice President and Treasurer

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

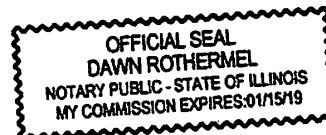
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that PHILIP M. WEST, personally known to me to be the Vice President and Treasurer of W.W. GRAINGER, INC., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President and Treasurer, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation; for the uses and purposes therein set forth.

Given under my hand and Official Seal, this 19th day of October, 2017.

Dawn Rothermel
Notary Public

Printed Name: DAWN ROTHERMEL

My Commission Expires: 1-15-2019





MARTY KIAR
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	2757 S PARK ROAD, PEMBROKE PARK FL 33009	ID #	5142 29 05 0010
Property Owner	2757 S PARK LLC	Millage	0613
Mailing Address	59 LAKE DR HIGHTSTOWN NJ 08520	Use	48
Abbr Legal Description	DYNASTY SUBDIVISION 126-25 B PARCEL A TOG WITH S 0.33 OF THE W1/2 OF SW1/4 OF NE1/4 OF NE1/4 OF SEC 29-51-42, LESS S 571, LESS W 40 & LESS N 25		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

* 2020 values are considered "working values" and are subject to change.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2020*	\$364,150	\$2,181,710	\$2,545,860	\$2,400,640	
2019	\$364,150	\$1,818,250	\$2,182,400	\$2,182,400	\$47,650.52
2018	\$364,150	\$1,867,790	\$2,231,940	\$2,231,940	\$48,047.19

2020* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$2,545,860	\$2,545,860	\$2,545,860	\$2,545,860
Portability	0	0	0	0
Assessed/SOH	\$2,400,640	\$2,545,860	\$2,400,640	\$2,400,640
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$2,400,640	\$2,545,860	\$2,400,640	\$2,400,640

Sales History

Date	Type	Price	Book/Page or CIN
10/19/2017	SWD-Q	\$2,425,000	114730984
10/9/2015	WD-E	\$100,000	113279333
12/1/1990	WD	\$1,425,400	17978 / 852
3/1/1989	WD	\$320,000	
1/1/1987	WD	\$100	

Land Calculations

Price	Factor	Type
\$7.00	52,021	SF
Adj. Bldg. S.F. (Card, Sketch)		29860
Eff./Act. Year Built: 1991/1990		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

Property Id: 514229050010

**Please see map disclaimer



July 31, 2020

1:600
0 25 50 100 ft
0 5 10 20 m

Flight Date : Between Dec 15, 2019 and Jan 26, 2020 Broward County Proper

Michael J. Miller

To: Lucie Manzerolle; Teresa Malcolm; Miguel A. Nunez
Cc: Todd Larson; Jeffrey Louis
Subject: Pembroke Road - 2757 Park Road Redevelopment - Fence Issue
Attachments: PP 2757 Park Road Fence Encroachment Docs.pdf

Town Staff:

The industrial site at 2757 Park Road has been undergoing renovations for the last year or so.

Recently the Town issued BPs for fences along Park Road (front of site) and Bryan Road (rear of site).

During recent inspections for zoning sign-off we have found that the aluminum fence installed along Park Road encroaches into the Park Road right-of-way by 2'-3'. When this site was platted in 1984 additional right-of-way was dedicated for Park Road. Park Road is designated on the Broward County Trafficways Plan as an 80' wide Collector roadway / 40' on each side of the center line. Many of the sites in this area are older and were developed prior to the Trafficways Plan being adopted to protect future major road corridors. I also believe this site was either developed prior to the plat being recorded or everybody missed the plat restriction – as the driveway is not in the allowed location (center of site). It appears the front property line is equal with the parking spaces. From the photos one can see the aluminum fence is several feet west of the parking spaces. They need to relocate the fence out of the ROW or request an encroachment agreement (like SCC just did).

The Bryan Road CL fence location is acceptable.

Also, this is the site where the developer illegally removed several mature shade trees – all in the Town's road rights-of-way. This was reported to BC staff for action.

Based on the above I failed the inspection. See the attached documents.

Michael J. Miller, AICP
Town of Pembroke Park
Consultant Town Planner
November 15, 2019

PP 2757 Park Rd.

Page 1 of 1

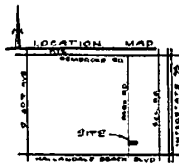
As requested MJM inspected the site to observe if the two fences (decorative aluminum picket on Park Rd. / CL fence on Bryan Rd.) were installed in compliance with the Town Code criteria, BP plans and located on the land owner's site. It was noted that several mature trees were illegally removed from the Town's adjoining roadways (swales). This was reported to the Town's Code Officers and Broward County staff. It is my understanding enforcement actions are in process.

1) Bryan Road CL Fence - Installed per approved BP plans and located on owners property. OK.

2) Park Road Aluminum Fence - Installed encroaching 2'-3'+/- into the Town's road right-of-way (see survey / photo). The Park Road property line is approx. equal with the parking spaces (note large gap between fence / parking. Must relocate fence out of Town right-of-way.

Note: Remove illegal / unapproved palm trees from Town roadway.

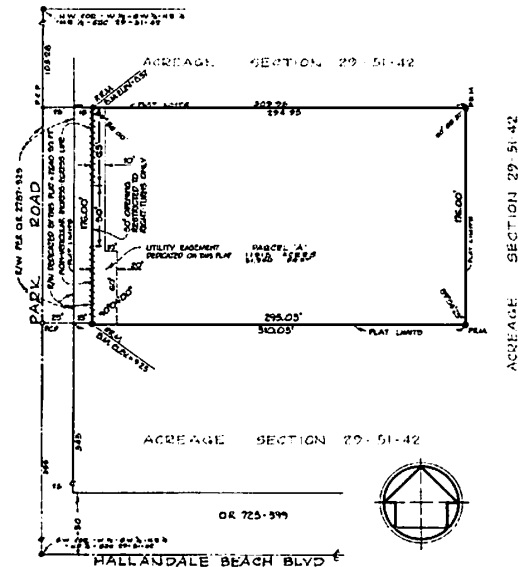




DYNASTY SUBDIVISION

A SUBDIVISION IN THE NE 1/4 OF SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST,
TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA

BERRY, CALVIN, BROOME, FARINA - ENGINEERS & SURVEYORS - HOLLYWOOD, FLORIDA



DEDICATION:

WHEN ALL MEN BY THESE PRESENTS THAT SPRING DRANE AND WHEEL, INC., A FLORIDA CORPORATION, IS THE OWNER IN FEE SIMPLE OF THE LAND SHOWN AND DESCRIBED HEREON AND HAS CAUSED THE SAID LAND TO BE SUBDIVIDED AND PLATTED IN THE MANNER SHOWN HEREON AND TO BE KNOWN AS "DYNASTY SUBDIVISION", A SUBDIVISION IN THE NE 1/4 OF SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST, CITY OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.

ALL THROUGHFAGES AND EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF SPRING DRANE AND WHEEL, INC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS OFFICERS AND THE COORDINATE BEING APPLIED THEREON THIS 29 DAY OF MAY, A.D. 1984.

WITNESSES
James R. Shaw JAMES R. SHAW - PRESIDENT
John Minor

ACKNOWLEDGEMENT:

STATE OF FLORIDA: I, JAMES R. SHAW, PRESIDENT OF SPRING DRANE AND WHEEL, INC., A FLORIDA CORPORATION, DO HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, JAMES R. SHAW, PRESIDENT OF SPRING DRANE AND WHEEL, INC., A FLORIDA CORPORATION, TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS ACT AND DEED AS SUCH OFFICER AND THAT HE APPEARED THEREIN TO THE OFFICIAL SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS MY SIGNATURE AND OFFICIAL SEAL, I HAVE SIGNED THIS PLAT AT HOLLYWOOD, BROWARD COUNTY, FLORIDA, THIS 29 DAY OF MAY, A.D. 1984.

MY COMMISSION EXPIRES _____
James R. Shaw
 NOTARY PUBLIC - STATE OF FLORIDA

DESCRIPTION:

THE NORTH 170 FEET OF THE SOUTH 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS THE WEST 10 FEET THEREOF FOR ROAD RIGHT-OF-WAY.

SAD LANDS CONTAINING 1,250.1 ACRES, (54,540 SQ. FT.) MORE OR LESS.

DEDICATION BY MORTGAGEE:

KNOWN ALL MEN BY THESE PRESENTS THAT GEORGE COTTLEB AND GOTTLEB, ERIC T. COTTLEB AND CHERYL J. COTTLEB OWNERS AND HOLDERS OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORD BOOK 11411, PAGE 117, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DO HEREBY CONSENT TO AND JOIN IN THE MAKING AND FILING FOR RECORD OF THIS PLAT AND TO THE DEDICATION OF THE THROUGHFAGES AND EASEMENTS AS SHOWN THEREON.

IN WITNESS WHEREOF WE HEREBY SET OUR HANDS AND SEAL THIS 13 DAY OF SEPTEMBER, 1983.

George Cottleb GEORGE COTTLEB
 WITNESS (AS TO ALL)

Cheryl J. Cottleb CHERYL J. COTTLEB
 WITNESS (AS TO ALL)

ACKNOWLEDGEMENT:

STATE OF FLORIDA: I, JAMES R. SHAW, PRESIDENT OF SPRING DRANE AND WHEEL, INC., A FLORIDA CORPORATION, DO HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, JAMES R. SHAW, PRESIDENT OF SPRING DRANE AND WHEEL, INC., A FLORIDA CORPORATION, TO ME WELL KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AND THAT THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED, WITNESS MY SIGNATURE AND OFFICIAL SEAL AT HOLLYWOOD, BROWARD COUNTY, FLORIDA, THIS 13 DAY OF SEPTEMBER, 1983.

MY COMMISSION EXPIRES _____
James R. Shaw
 NOTARY PUBLIC - STATE OF FLORIDA

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT WITH REGARD TO DEDICATION OF RIGHTS-OF-WAY FOR THROUGHFAGES BY RESOLUTION, DULY ADOPTED THIS 8th DAY OF DECEMBER, 1984.

John Shaw CHAIRMAN

BROWARD COUNTY FINANCE AND ADMINISTRATION SERVICES

DEPT. COUNTY RECORDS DIVISION - MINUTES SECTION:

THIS IS TO CERTIFY THAT THIS PLAT COMplies WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 8 DAY OF SEPTEMBER, 1983.

ATTEST: ST. JOHNSON COUNTY ADMINISTRATOR

BROWARD COUNTY FINANCE AND ADMINISTRATION SERVICES

DEPT. COUNTY RECORDS DIVISION - RECORDING SECTION:

THIS INSTRUMENT WAS FILED FOR RECORD THIS 29 DAY OF MAY, 1984, AND RECORDED IN PLAT BOOK 140, PAGE 20, RECORD VERIFIED.

ATTEST: ST. JOHNSON COUNTY ADMINISTRATOR

NOTES:

- * CCP INDICATES PERMANENT CONTROL POINT.
- * PLM INDICATES PERMANENT EASEMENT MONUMENT.
- * BENCHMARKS "BM": SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM.
- * THIS PLAT IS RESTRICTED TO "GENERAL INDUSTRIAL USES ONLY."

DEDICATION BY MORTGAGEE:

KNOWN ALL MEN BY THESE PRESENTS THAT GEORGE COTTLEB AND GOTTLEB, ERIC T. COTTLEB AND CHERYL J. COTTLEB OWNERS AND HOLDERS OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORD BOOK 11411, PAGE 117, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DO HEREBY CONSENT TO AND JOIN IN THE MAKING AND FILING FOR RECORD OF THE ATTACHED PLAT AND TO THE DEDICATION OF THE THROUGHFAGES AND EASEMENTS AS SHOWN THEREON.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE HEREBY SET THEIR HANDS THIS 13 DAY OF SEPTEMBER, A.D. 1983.

George Cottleb GEORGE COTTLEB
Cheryl J. Cottleb CHERYL J. COTTLEB
 WITNESS (AS TO BOTH)

ACKNOWLEDGEMENT:

STATE OF FLORIDA: I, JAMES R. SHAW, PRESIDENT OF SPRING DRANE AND WHEEL, INC., A FLORIDA CORPORATION, DO HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, JAMES R. SHAW, PRESIDENT OF SPRING DRANE AND WHEEL, INC., A FLORIDA CORPORATION, TO ME WELL KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AND THAT THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED, WITNESS MY SIGNATURE AND OFFICIAL SEAL AT HOLLYWOOD, BROWARD COUNTY, FLORIDA, THIS 13 DAY OF SEPTEMBER, 1983.

WITNESS MY HAND AND OFFICIAL SEAL AT HOLLYWOOD, FL. ON SEP 13, 1983.

MY COMMISSION EXPIRES _____
James R. Shaw
 NOTARY PUBLIC - STATE OF FLORIDA

TOWN COMMISSION:

THIS IS TO CERTIFY THAT THIS PLAT WAS APPROVED AND ACCEPTED BY THE TOWN COMMISSION OF PEMBROKE PARK, FLORIDA, BY ORDINANCE ADOPTED THIS 8th DAY OF FEBRUARY, 1984, AND THAT BY SAID ORDINANCE ALL THROUGHFAGES SHOWN ON THIS PLAT WERE ACCEPTED IN THE NAME OF SAID TOWN AND ALL PREVIOUS PLATS OF THIS LAND ARE CANCELED AND SUPERSEDED.

ATTEST: John Shaw APPROVED John Shaw
 TOWN COMMISSIONER MAYOR

BROWARD COUNTY ENGINEERING DIVISION:

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD

BY Henry P. Cook DATE 1 SEP 84
 HENRY P. COOK
 DIRECTOR OF ENGINEERING
 FLA. REG. NO. 15566

SURVEYORS CERTIFICATE

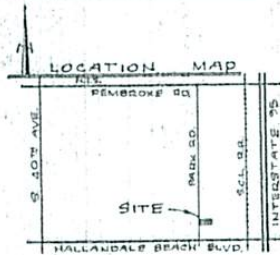
I, MAURICE E. BERRY II, HEREBY CERTIFY THAT THIS PLAT COMplies WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION.

THE PERMITS HAVE BEEN SET WHERE INDICATED AND THE PERMITS WILL BE SET WITHIN ONE YEAR AFTER THE RECORDING OF THIS PLAT.

ALL SURVEY INFORMATION SHOWN ON THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 21M-16, ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO FLORIDA STATUTES CHAPTER 177, 007. BENCHMARKS ARE SET IN CONFORMITY WITH 35% ORDER ACCURACY.

DATED AT HOLLYWOOD, BROWARD COUNTY, FLORIDA THIS 29 DAY OF JANUARY, 1984.

Maurice E. Berry II
 MAURICE E. BERRY II
 REGISTERED LAND SURVEYOR NO. 1182
 STATE OF FLORIDA



DYNASTY

A SUBDIVISION IN THE N.E. 1/4 OF TOWN OF PEMBROKE

SCALE 0 25 75

BERRY, CALVIN, BROOME, & FARINA

DESCRIPTION:
THE NORTH 176 FEET OF THE NE 1/4 OF THE NE 1/4 OF BROWARD COUNTY, FLORIDA RIGHT-OF-WAY. SAID LANDS CONTAIN DEDICATION BY MC KNOWN ALL MEN BY COTTLEB, ERIC T. COTTLEB OF THAT CERTAIN MORTGAGE PAGE 119, OF THE PUBLIC HEREBY CONSENT TO ALL OF THIS PLAT AND BASEMENTS AS SHOWN

IN WITNESS WHEREOF
13 DAY OF Sept. 1984
Donita Parker
WITNESS (AS TO ALL)

Donita Parker
WITNESS (AS TO ALL)

ACKNOWLEDGEMENT
STATE OF FLORIDA } ss. I
COUNTY OF BROWARD } ss. I
COTTLEB, ERIC T. &
TO ME WELL KNOWN TO BE
INSTRUMENT OF DEDICATION
THEREOF TO BE THEIR PERSONAL
DEAL AT HOLLYWOOD, FLORIDA
1984

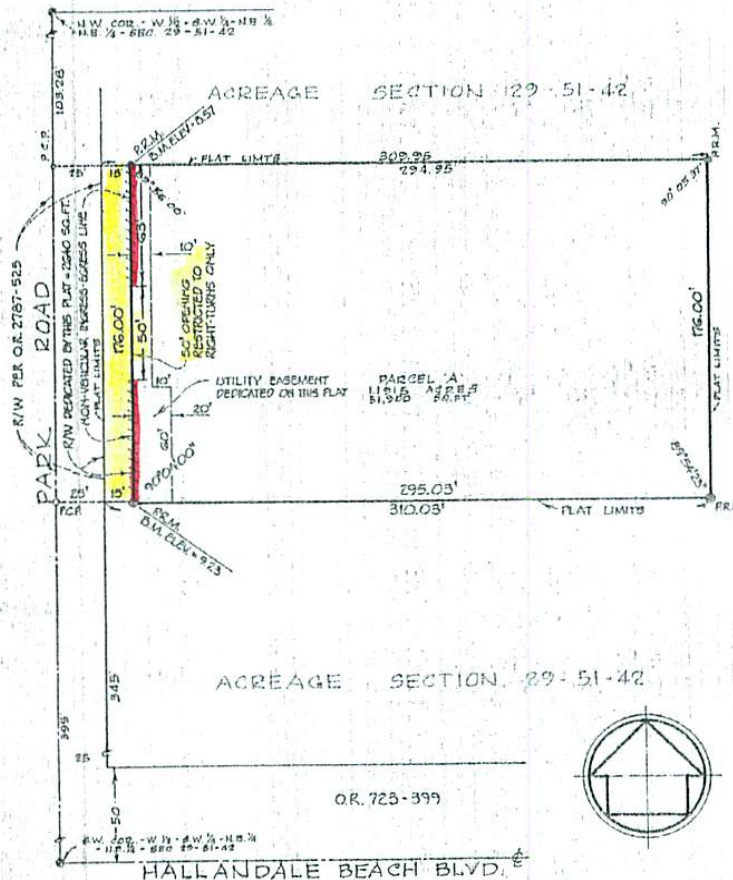
MY COMMISSION EXPIRES

BROWARD COUNTY
THIS IS TO CERTIFY THAT
THIS PLAT WITH REGARD TO
BY RESOLUTION, ONLY

BROWARD COUNTY
DEPT. COUNTY RECORDS
THIS IS TO CERTIFY THAT
CHAPTER 177, FLORIDA STATUTES
BOARD OF COMMISSIONERS
1984

ATTEST: FT. JOHNSON
COUNTY ADMINISTRATOR

BROWARD COUNTY



DEDICATION:
KNOW ALL MEN BY THESE PRESENTS THAT SPRING BRAKE AND WHEEL, INC., A FLORIDA CORPORATION, IS THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AND HAS CAUSED THE SAID LANDS TO BE SUBDIVIDED AND PLATTED IN THE MANNER SHOWN HEREON AND TO BE KNOWN AS "DYNASTY SUBDIVISION", A SUBDIVISION IN THE N.E. 1/4 OF SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST, CITY OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
ALL THOROUGHFARES AND BASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF SPRING BRAKE AND WHEEL, INC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS OFFICERS AND THE CORPORATE SEAL AFFIXED THERETO THIS 25th DAY OF MAY, A.D. 1984.

Berry D. Berry
WITNESS:

James R. Davis
JAMES R. DAVIS - PRESIDENT

John Moses
WITNESS:

ACKNOWLEDGEMENT:
STATE OF FLORIDA } ss. I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED

Property Id: 514229050010

**Please see map di



November 15, 2019

90246

This Plan has been Reviewed by the Fire Plans Reviewer. If any item(s) overlooked in the plan review process and discovered during the field inspection, it can be corrected to meet the Code Requirements of the FFPC, NFPA 1 and NFPA 101.

ACREAGE SECTION 29-51-42
BY BSC
AUG 06 2019

Town Of Pembroke Park
JUL 03 2019
Structural Approved
For Code Compliance

TWO STORY
COMMERCIAL #2757
FOLIO NO. 5142 29 05 0010
PARCEL "A"

JUL 02 2019
Received

LINE TABLE	
LINE	LENGTH
LI	176.33'

ADJACENT BUILDING
TWO STORY
COMMERCIAL # 2801
275.09'

HALLANDALE BEACH BLVD.

S.W. COR. - W 1/2 SW 1
NE 1/4 - NE 1/4
SEC. 29-51-42

NORTH LINE OF - W 1/2 SW 1 NE 1/4 - NE 1/4 SEC. 29-51-42

N.W. COR. - W 1/2 SW 1
NE 1/4 - NE 1/4
SEC. 29-51-42

- * INSTALL APPROX OF 6' HIGH ALUMINUM FENCE 1 ROLL GATE
- * INSTALL 54' OF 4' HIGH C/LINK FENCE GALVANIZED
- * INSTALL 170' OF 6' HIGH C/LINK FENCE GALVANIZED 2-ROLL GATE

RESOLUTION NO. 2020-093

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN BUILDING DEPARTMENT TO PARTICIPATE IN THE ALLIANCE PLATINUM PERMITTING PROGRAM; AUTHORIZING CHIEF BUILDING OFFICIAL MIGUEL A. NUÑEZ TO DESIGNATE TOWN CONCIERGES FOR THE PROGRAM; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Greater Fort Lauderdale Alliance (“Alliance”) strives to promote economic growth and opportunity and seeks to improve relationships between businesses and local government; and

WHEREAS, the Town of Pembroke Park has previously implemented a business and resident friendly on-line permit system which provides highly efficient and effective permit and inspection services; and

WHEREAS, the Town Commission desires to express its support for and participation in the business friendly permitting program advocated by the Alliance.

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

Section 1: The foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are incorporated herein by reference.

Section 2: That the Town Commission hereby expresses its support for the Platinum Permitting Program of the Greater Fort Lauderdale Alliance, and authorizes the Town to participate in the Program.

Section 3: That the Town Commission hereby authorizes Miguel A. Nuñez to designate the Concierges to the business and homeowners for the Town, and to arrange for the Town to

participate and be recognized for such participation at no cost or expense to the Town.

Section 4: That Miguel A. Nuñez is authorized and directed to execute any and all documents required for participation in the Program for and on behalf of the Town.

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

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

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020 - Alliance Platinum Permitting Program. FNE.docx



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

MEMORANDUM NO.: 20-015

DATE: July 15, 2020
TO: Juan C. Jimenez, Town Manager
TO: Chris Ryan, Esq., Town Attorney
FROM: Miguel A. Núñez, Building Official
RE: **PLATINUM PERMITTING RESOLUTION**

Miguel A.
Nunez, CBO

Digitally signed by Miguel A. Nunez, CBO
DN: cn=Miguel A. Nunez, CBO, o=Town of
Pembroke Park, ou=Building Department,
email=mnunez@townofpembrokepark.co
m, c=US
Date: 2020.07.15 19:24:20 -04'00'

At this time, I would like to request the commission to authorize by resolution, that the Town of Pembroke Park via the Building Department, to participate in the Greater Fort Lauderdale Alliance Platinum Permitting Program. His program promotes friendly permitting process, which encourages growth and expansion in Broward County and the Town of Pembroke Park.

By adhering to this program and it's expected streamlined review and transparent permitting process; which will eliminate delays and uncertainty to business applicant. In addition businesses will be able to communicate with the assigned "Concierge", for assistance with their permit application.

Finally, we would like to request that the Building Official, be authorized to assign the required "Concierge" for all permitting issues under this program, as suggested by the Greater Fort Lauderdale Alliance.

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

Respectfully submitted.

Cc: Marlen Martell, Deputy Clerk
File.

\\tp.local\users\mnunez\documents\topp-man\memos\20-015.docx



Here are the key points of the Alliance's Platinum Permitting Program

- 1) Jobs are at the top of the national, state and local agenda and economic development is a key for the Greater Fort Lauderdale Alliance. There are challenges everywhere.
- 2) Job training and the services we provide are secondary. With 60,000 people chasing about 12,000 jobs in Employ Florida, we need more jobs!
- 3) Communities need to become business friendly and look at ways which might inhibit job creation.
- 4) In meetings with the business community and legislator-held town hall meetings, the problems with permitting have come up frequently.
- 5) We are not really asking the City to change its codes, processes or who answers what question. We are not asking Cities to rezone, reuse or change much of anything. In that sense it is misnamed "Expedited permitting." What we are asking cities to do is make it transparent which you are currently doing with the permit system you're using.

That is, if it takes 18 months to get a permit in your city, just meet with the prospect and tell them that up-front so they can decide whether they want to do business in your community. Also, by putting the project online all concerned

can see where the delay is. In a multi-step process, delays can occur anywhere and then fingers begin to point and many times the blame shifts to the City when it's not true. Put it online and it stops the finger pointing.

6) This is a voluntary program and it's primarily about marketing. Cities designated as "Platinum Cities" when Site Selectors and other businesses contact the Alliance about location, we point them to the Platinum Cities as places that are "permit business friendly."

What we're asking the City Commission to do is adopt a Resolution that supports the Greater Fort Lauderdale Alliance's Mission of marketing those designated Platinum Permitting Cities and for your City to join the other 22 Municipalities and unincorporated Broward County designated as Platinum Permitting business friendly communities.

We look forward to adding your City to our other transparent business friendly Platinum Permitting municipalities.



About the Alliance Platinum Permitting Program

The Greater Fort Lauderdale Alliance Platinum Permitting Program was created to promote a permit friendly process that will encourage growth and expansion in Broward County. Cities and Municipalities are designated Platinum Cities by creating and adhering to a streamlined review and permitting process that eliminates delay and uncertainty and allows free commerce to flourish. Your city commission has committed to the following three main objectives of the Platinum Program are:

- ❖ Adopt a streamlined permitting ordinance/resolution focused on permitting excellence
- ❖ Provide a transparent online permit tracking system to follow the permit throughout the process
- ❖ Designate a staff representative as a single point of contact "The Concierge" for those involved in the permitting process.

Platinum City Permitting "Concierge" Position

Broward County, the Greater Fort Lauderdale Alliance, BORA, Broward County Building & Fire Officials, the League of Cities and many Municipalities are committed on behalf of businesses and permit applicants to create a permit friendly process. As a result of the Platinum Program, your city commission has dedicated and committed to designating a Concierge position which assists in the following:

- ❖ Serve as the designated and appointed staff representative as a single point of contact - "The Concierge" - for those involved in the permitting process.
- ❖ The Concierge uses their communication skills and knowledge to assist the general public in order to support the Platinum Program.
- ❖ The Concierge has general knowledge of the building, construction, development, and permitting process in their city.
- ❖ The Concierge guides applicants through your city and municipality building and permitting website.
- ❖ The Concierge directs applicants to other websites and departments as may be required to work with your city's transparent online permitting process.
- ❖ The Concierge assists applicants with your city and municipality online permit tracking system to follow the permit throughout the process.
- ❖ The Concierge facilitates communication between the parties regarding the permitting process.
- ❖ The Concierge directs applicants in the proper steps to take.
- ❖ The Concierge directs applicants to the proper forms, websites, and departments involved in the permit application process as deemed necessary.
- ❖ The Concierge may be a communicator on occasion between other departments regarding the process.
- ❖ The Concierge's main function is communication to a permitting applicant.
- ❖ The Concierge promotes your city as "permit-business-friendly"

Appointment

"The Concierge" may be appointed by your Mayor, City Manager, or by the Economic Development team; but most likely will be appointed by the Department's Chief Building Official since they would be most knowledgeable and at the forefront of what is happening with the City Planning, Zoning, Fire Department, and other applicable areas of the city.

For additional information contact

Debra K. Mink, Chair
Permitting Action Team
Greater Fort Lauderdale Alliance
DK@MinkandMink.com
954.771.1717

Jack Bennings, Liaison
Permitting Action Team
Greater Fort Lauderdale Alliance
jbennings@gflalliance.org
954.627.0136

jb/010417



Platinum Permitting Concierges

City of Coconut Creek

4800 West Copans Road
Coconut Creek 33063 | 954-973-6750
Scott Stoudenmire - 954-973-6756
ssoudenmire@coconutcreek.net

City of Cooper City

9090 S.W. 50th Place
Cooper City 33328 | 954-434-4300
Carlos Vega - 954-434-4300 x 262
cvega@coopercityfl.org

City of Coral Springs

9530 West Sample Road
Coral Springs 33065 | 954-344-1025
Cybil Davillier-Barbanes - 954-344-1050
cdavillier-barbanes@coralsprings.org

City of Dania Beach

100 West Dania Beach Blvd
Dania Beach 33004 | 954-924-6801 x 3667
DeAndrae Spradley
dspradley@daniabeachfl.gov

Town of Davie

6591 Orange Drive
Davie, FL 33314 | 954-797-1000
David Quigley - 954-797-1103
david_quigley@davie-fl.gov

City of Deerfield Beach

150 NE 2nd Avenue
Deerfield Beach 33441 | 954-480-4250
Kris Mory - 954-480-4317
kmory@deerfield-beach.com

City of Fort Lauderdale

700 NW 19th Avenue
Fort Lauderdale 33311 | 954-828-6520
Andre Cross - 954-828-5102
across@fortlauderdale.gov
Mike Maloney - 954-828-5238
mmaloney@fortlauderdale.gov

City of Hallandale Beach

400 South Federal Highway
Hallandale Beach 33009 | 954-458-3251
Edward Leonhardt - 954-457-1386
eleonhardt@cohb.org

Town of Hillsboro Beach

1210 Hillsboro Mile
Hillsboro Beach 33062 | 954-427-4011
Steve Mitchell - 954-592-5057
smitchell@cgasolutions.com
Nicole Spradlin - 954-427-4011
nspradlin@cgasolutions.com

City of Hollywood

2600 Hollywood Boulevard
Hollywood 33020 | 954-921-3335
Dean Decker - 954-921-3335
ddecker@hollywoodfl.org
Shiv Newaldass - 954-921-3201
snewaldass@hollywoodfl.org
Tekisha Ivy Jordan - 954-921-3306
tjordan@hollywoodfl.org

City of Lauderhill

5581 West Oakland Park Blvd
Lauderhill 33021 | 954-739-0100
Kenneth Lopez - 954-714-3128
klopez@lauderhill-fl.gov
Merlalis Celetti - 954-714-3125
merceletti@lauderhill-fl.gov

City of Margate

901 NW 66 Avenue
Margate 33063 | 954-970-3004
Paul Robinson - 954-935-5320
probinson@margatefl.com

City of Miramar

2200 Civic Center Place
Miramar 33025 | 954-602-3264
Julio Briceno - 954-602-3218
jbriceno@miramarfl.gov
Richard Hughes - 954-602-3267
rhughes@miramarfl.gov

City of Oakland Park

3650 NE 12 Avenue
Oakland Park, FL 33334 | 954-630-4350
Casey Graham - 954-630-4350
Casey.graham@oaklandparkfl.gov

City of Parkland

6600 University Drive
Parkland 33067 | 954-753-5040
Laurie Anderson - 954-757-4163
landerson@cityofparkland.org

City of Pembroke Pines

601 City Center Way
Pembroke Pines 33026 | 954-392-2100
Dean Piper - 954-392-2110
dpiper@ppines.com
Christian Zamora - 954-392-2110
czamora@ppines.com

City of Plantation

400 NW 73rd Avenue
Plantation 33317 | 954-797-2200
Peter Dokuchitz - 954-797-2265
pdokuchitz@plantation.org
Maritza Grajales - 954-797-2251
mgrajales@plantation.org

City of Pompano Beach

100 West Atlantic Boulevard
Pompano Beach 33060 | 954-786-4600
David Quercia - 954-786-4673
david.quercia@copbfl.com

City of Sunrise

10770 West Oakland Park Blvd
Sunrise 33351 | 954-741-2580
Susan Milhausen - 954-572-2375
smilhausen@sunrisefl.gov
Aaron Silverman - 954-572-2361
asilverman@sunrisefl.gov

City of Tamarac

7525 N.W. 88th Avenue
Tamarac 33321 | 954-597-3510
Laura Karpaviciute - 954-597-3522
Laura.Karpaviciute@tamarac.org
Claudio Grande - 954-597-3451
Claudio.Grande@tamarac.org

City of West Park

1965 South State Road 7
West Park 33023 | 954-989-2688
Wiener Chavire - 954-989-2688
wchavire@cityofwestpark.org
Lavelle Jenrette - 954-989-2688
ljenrette@cityofwestpark.org
Maritza Prebal - 954-989-2688
mprebal@cityofwestpark.org

City of Wilton Manors

2020 Wilton Drive
Wilton Manors 33305 | 954-390-2100
Roberta Moore - 954-390-2180
rmoore@wiltonmanors.com

Broward County

Ronald Puentes - 954-359-2216
rpuentes@broward.org
Francine Reid - 954-765-4000 x 9815
freid@broward.org
Environmental Permitting:
Asif Ali - 954-357-6546
aali@broward.org

PD | 2.26.2020

For further permitting information and email addresses, please use this link: <http://www.gflalliance.org/businessassistance/permitting>
Greater Fort Lauderdale Alliance | 110 East Broward Boulevard, Suite 1990, Fort Lauderdale FL 33301 | 954-524-3113 | www.gflalliance.org

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN OF PEMBROKE PARK FLORIDA, EXPRESSING
SUPPORT FOR THE BUSINESS FRIENDLY PERMITTING PROCESS OF THE
GREATER FOR LAUDERDALE ALLIANCE; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Greater Fort Lauderdale Alliance (“Alliance”) strives to promote economic growth and opportunity and seeks to improve relationships between businesses and local government; and

WHEREAS, the Town of Pembroke Park (“Town”) has previously implemented a business and resident friendly on-line permit system which provides highly efficient and effective permit and inspection services; and

WHEREAS, the Town Commission of the Town of Pembroke Park desires to express in support for the business friendly permitting program (“Program”) advocated by the Alliance; and

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

SECTION 1. The foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby incorporate herein. All exhibits attached hereto are hereby incorporate herein.

SECTION 2. The Town Commission of the Town of Pembroke Park, Florida hereby expresses its support for the Platinum Permitting program of the Greater Fort Lauderdale Alliance, and authorizes the Town Manager/Administrator to designate a permitting related staff person as the “concierge” to businesses and homeowners and to arrange for the Town to participate and be recognized for such participation, at no cost or expense to our Municipality.

SECTION 3. If any clause, section, other part or application of this Resolutions is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, is shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 20__.

TOWN OF PEMBROKE PARK, FLORIDA

Ashira Mohammed, **MAYOR**

ATTESTED:

Marlen Martell, **DEPUTY TOWN CLERK**

Resolution No. _____ - Page 2 of 2

AGENDA ITEM REPORT



To: Commission
Subject: Bills Over \$500
Meeting: 10 14 2020 REGULAR COMMISSION MEETING - Oct 14 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

RECOMMENDATION:

approve bills over \$1,500

**Town of Pembroke Park
Bills Over \$500
October 14, 2020
Commission Meeting**

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
66333	Johnson, Anselmo, Murdoch, Burke, Piper & Hochman P.A.	Matters Relating to the Michelle Riley vs. Town of Pembroke Park Through August 31, 2020	Legal	\$ 1,108.45
1013	Ryan & Ryan LLC	Matters Regarding Robert Patterson vs. Town of Pembroke Park	Legal	\$ 4,882.50
25151	Sniffen & Spellman P.A.	Matters Relating to the Agatha Muse-Salters Separation Through August 31, 2020	Legal	\$ 1,379.05
162718	Sach Sax and Caplan	Professional Services in Regards to the BSO Litigation #13965-00003 (Billed Through August 31th, 2020)	Legal	\$ 4,099.40
Total:				\$11,469.40

Addendums				
Invoice#	Vendor	Service/Product	Dept.	Amount
389419	A to Z Statewide Plumbing	Repair to Underground Line Break at Town Hall	NonDept	\$ 1,402.50
13020.2-091820	Awnings of Hollywood Inc.	Reimbursement for Permits Fees to Replace Awning at Town Hall	Bldg	\$ 1,065.09
20287	Imperial Electrical Inc	Trouble Shoot Tripped Breaker and Clean & Replace Corroded Parts in Meter Can at Master Lift Station #34	Sewer	\$ 629.00
2020-PP-0901	Michael Miller Planning Associates	General Planning Services Rendered Through September 30, 2020	Planning	\$ 14,459.37
1016	Ryan & Ryan LLC	Matter Regarding the Office of Inspector General Preliminary Report OIG20-001	Legal	\$ 2,205.00
1017	Ryan & Ryan LLC	Legal and Recording Expenses for Preparation of the License Agreement and Related Documents for the Perimeter Fence Encroachment on Town's Right of Way on Park Road	Legal	\$ 1,549.50
1018	Ryan & Ryan LLC	Matters Regarding the Employment of Agatha Muse-Salters	Legal	\$ 5,624.00
1019	Ryan & Ryan LLC	Matters Regarding Seneca Building 4 Development	Reimbursable	\$ 1,676.70
Total:				\$28,611.16

Purchase Orders				
305459	JEF Auto Service	A/C Maintenance for the 2004 Dodge Ram	Parks	\$ 735.00
305468	Verizon Wireless	One Year Subscription for Mobile Device Manager (MDM) for all Town Cell Phones, I-Pads and Laptops (Not to Exceed)	Various	\$ 2,500.00
Total:				\$3,235.00

Grand Total:	\$43,315.56
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AGENDA ITEM REPORT



To: Commission
Subject: Fiscal Year End Bank Balances
Meeting: 10 14 2020 REGULAR COMMISSION MEETING - Oct 14 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

BACKGROUND INFORMATION:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

10/1/2020

Treasury Information Report: Express Balance Report



Express Balance Report

Standard Express Balance Report

As of 09/30/2020

Company: TOWN OF PEMBROKE PARK

User: Harry Taubenfeld

10/01/2020 11:27 AM ET

Commercial Electronic Office®

Treasury Information Reporting

Note: Intraday information subject to change

Summary Section

Account Number	Account Name	Previous Day Balances		Intraday Balance	
		Closing Ledger Balance	Closing Collected Balance	Opening Available Balance	Current Available Balance
Account Balances for N.A. [REDACTED]	WELLS FARGO BANK, INVESTMENT	77,210.37	77,210.37	77,210.37	77,210.37
Account Balances for [REDACTED]	WELLS FARGO BANK, N.A. LOCAL LAW ENFORCEMENT	41,734.70	41,734.70	41,734.70	41,734.70
Account Balances for [REDACTED]	WELLS FARGO BANK, N.A. RESERVE	150,640.00	150,640.00	150,640.00	150,640.00
Account Balances for [REDACTED]	WELLS FARGO BANK, N.A. CONSTRUCTION	863,880.99	863,880.99	863,880.99	863,880.99
Account Balances for [REDACTED]	WELLS FARGO BANK, N.A. SINKING FUND	12,260.67	12,260.67	12,260.67	12,260.67
Account Balances for [REDACTED]	WELLS FARGO BANK, N.A. PAYROLL	60,338.94	60,338.94	60,338.94	48,828.19
Account Balances for [REDACTED]	WELLS FARGO BANK, N.A. OPERATING	581,993.98	581,993.98	581,993.98	581,993.98
Account Balances for [REDACTED]	WELLS FARGO BANK, N.A. DEPOSIT	5,886,935.27	5,860,586.27	5,886,935.27	5,888,701.27

Account Section

Currency: USD

Bank: [REDACTED]

Account: [REDACTED]

WELLS FARGO BANK, N.A.
INVESTMENT

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

[Back To Top](#)

Currency: USD

Bank: [REDACTED]

WELLS FARGO BANK, N.A.

<https://wellssuite.ceo.wellsfargo.com/tirnx/tirservice?KEY=13929&actionType=PleaseWait&channel=portal&reportid=1501&fileContentType=&childWin...> 1/3

AGENDA ITEM REPORT



To: Commission
Subject: Revenue & Expense Summary as of 9-30-2020
Meeting: 10 14 2020 REGULAR COMMISSION MEETING - Oct 14 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

**Town of Pembroke Park
Revenue Summary by Fund
Budget Performance
From 10/1/2019 to 9/30/2020**

GENERAL FUND			Remaining	
	Budget	Actual	\$	%
Ad Valorem	\$ 6,014,705	\$ 6,018,016	\$ (3,311)	-0.06%
Local Option Tac	119,137	104,668	14,469	12.15%
Utility Tax	1,225,000	1,235,001	(10,001)	-0.82%
Franchise Fees	824,750	886,081	(61,331)	-7.44%
Licenses & Permits	445,230	375,395	69,835	15.69%
Intergovernmental Revenue	636,743	61,672	575,071	90.31%
State Shared Revenue	672,440	595,258	77,182	11.48%
Charges for Services	335,900	423,606	(87,706)	-26.11%
Fines & Forfeitures	39,000	14,878	24,122	61.85%
Other Revenue	829,005	771,435	57,570	6.94%
Totals	\$ 11,141,910	\$ 10,486,010	\$ 655,900	5.89%
 BUILDING	 \$ 620,105	 \$ 587,306	 \$ 32,799	 5.29%
 SEWER				
Charge for Services	\$ 2,765,000	\$ 2,806,372	\$ (41,372)	-1.50%
Other Revenue	197,589	5,376	192,213	97.28%
	\$ 2,962,589	\$ 2,811,748	\$ 150,841	5.09%
 STORMWATER				
Charge for Services	\$ 1,440,000	\$ 1,406,419	\$ 33,581	2.33%
Other Revenue	1,709,255	6,467	1,702,788	99.62%
	\$ 3,149,255	\$ 1,412,886	\$ 1,736,369	55.14%
 Totals	 \$ 17,873,859	 \$ 15,297,950	 \$ 2,575,909	 14.41%

**Town of Pembroke Park
Expense Summary by Fund
Budget Performance
From 10/1/2019 to 9/30/2020**

GENERAL FUND			Remaining	
	Budget	Actual	\$	%
Mayor & Commission	\$ 374,725	\$ 390,170	\$ (15,445)	-4.12%
Administrative	1,160,539	954,174	206,365	17.78%
Finance	506,755	413,402	93,353	18.42%
Legal	217,500	234,303	(16,803)	-7.73%
Planning	261,000	249,766	11,234	4.30%
Non Departmental	418,462	452,556	(34,094)	-8.15%
Police	3,327,014	3,271,421	55,593	1.67%
Fire Rescue	3,205,828	3,545,340	(339,512)	-10.59%
Code Enforcement	281,016	191,473	89,543	31.86%
Roads & Streets	415,680	417,588	(1,908)	-0.46%
Parks & Recreation	575,314	397,509	177,805	30.91%
Capital Outlay	1,260,910	185,557	1,075,353	85.28%
Capital Projects	171,672	66,913	104,759	61.02%
Totals	\$ 12,176,415	\$10,770,172	\$1,406,243	11.55%
BUILDING	\$ 406,518	\$ 351,466	\$ 55,052	13.54%
SEWER				
Operating Expenses	2,577,305	2,559,159	18,146	0.70%
Capital Projects	170,000	54,125	115,875	68.16%
Debt Service	215,284	215,284	0	0.00%
Totals	2,962,589	2,828,568	134,021	4.52%
STORMWATER				
Operating Expenses	\$ 1,123,531	\$ 978,654	144,877	12.89%
Capital Projects	\$ 2,300,570	\$ 4,328	2,296,242	99.81%
	\$ 3,424,101	\$ 982,982	2,441,119	71.29%
Totals	\$ 18,969,623	\$14,933,187	\$4,036,436	21.28%

**Town of Pembroke Park
Revenue & Expense Summary
Budget Performance
From 10/1/2019 to 9/30/2020**

	Revenue	Expense	Surplus
General Fund	\$ 10,486,010	\$ 10,770,172	\$ (284,162)
Building Department	587,306	351,466	235,840
Sewer	2,811,748	2,828,568	(16,821)
StormWater	1,412,886	982,982	429,904
Totals	<u>\$ 15,297,950</u>	<u>\$ 14,933,187</u>	<u>\$ 364,762</u>

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 9/30/2020

Description	Budget	Encumbered	Actual	Remaining	Percent
001 - GENERAL FUND					
Tangible Personal Property Taxes	0.00	0.00	591,840.89	(591,840.89)	100.00%
Ad Valorem Taxes	6,014,705.00	0.00	5,285,911.49	728,793.51	87.88%
Tangible Personal Property Taxes - Delinquent	0.00	0.00	140,263.49	(140,263.49)	100.00%
Local Option Gas Tax	119,137.00	0.00	104,667.60	14,469.40	87.85%
Electric Utility Tax	790,000.00	0.00	803,688.74	(13,688.74)	101.73%
Communication Tax	160,000.00	0.00	157,333.17	2,666.83	98.33%
Water Utility Tax	260,000.00	0.00	262,609.75	(2,609.75)	101.00%
Gas Utility Tax	15,000.00	0.00	11,369.65	3,630.35	75.80%
Electric Franchise Fee	575,000.00	0.00	560,257.56	14,742.44	97.44%
Gas Franchise Fee	7,000.00	0.00	6,656.47	343.53	95.09%
Garbage Franchise Fee	225,000.00	0.00	302,816.97	(77,816.97)	134.59%
Towing Franchise Fee	10,000.00	0.00	10,000.00	0.00	100.00%
Bus Stop Shelter Franchise Fee	3,500.00	0.00	2,100.00	1,400.00	60.00%
Bus Stop Benches Franchise Fee	4,250.00	0.00	4,250.00	0.00	100.00%
Business Tax Receipt - Local	125,000.00	0.00	135,772.28	(10,772.28)	108.62%
Business Tax - County	2,500.00	0.00	4,838.59	(2,338.59)	193.54%
Electrical Permit -Reinspection Fee	0.00	0.00	3,675.25	(3,675.25)	0.00%
Certificate of Use Permits	29,000.00	0.00	28,121.50	878.50	96.97%
Building Inspection Fees	2,500.00	0.00	1,600.00	900.00	64.00%
Building Reinspection Fee B.T.R.	500.00	0.00	(75.00)	575.00	-15.00%
Fire Inspection Fees Business Tax	12,000.00	0.00	6,485.00	5,515.00	54.04%
Fire Inspection Fees Annual Renewals	49,000.00	0.00	44,546.10	4,453.90	90.91%
Fire Reinspection Fee B.T.R.	1,000.00	0.00	105.00	895.00	10.50%
Sign Fees	58,000.00	0.00	61,587.00	(3,587.00)	106.18%
Zoning Variance Site Plans	0.00	0.00	1,450.00	(1,450.00)	0.00%
Engineering - Planning Services	0.00	0.00	1,700.00	(1,700.00)	0.00%
Alarm Registration Fees	2,900.00	0.00	3,833.79	(933.79)	132.20%
Other License, Fees, Permits	10,830.00	0.00	(6,264.00)	17,094.00	-57.84%
Federal Grants	513,563.00	0.00	0.00	513,563.00	0.00%
Other Grants	123,180.00	0.00	61,672.00	61,508.00	50.07%
Municipal Revenue Sharing Program	213,577.00	0.00	194,055.21	19,521.79	90.86%
Mobile Home Licenses	6,500.00	0.00	5,106.35	1,393.65	78.56%
Alcoholic Beverage Licenses	5,000.00	0.00	5,971.16	(971.16)	119.42%
Half Cent Sales Tax	447,363.00	0.00	390,125.09	57,237.91	87.21%
Lien Searches	4,000.00	0.00	2,210.00	1,790.00	55.25%
EMS Transport Collections	280,000.00	0.00	326,140.58	(46,140.58)	116.48%
Park Facility Rental-Preserve	3,000.00	0.00	1,700.00	1,300.00	56.67%
Reimbursable Charges - Filing Fees	0.00	0.00	2,700.00	(2,700.00)	#DIV/0!
Reimbursable Charges - Legal	0.00	0.00	12,829.75	(12,829.75)	0.00%
Reimbursable Charges - Misc, Late Fees Etc..	0.00	0.00	5,158.78	(5,158.78)	0.00%
Reimbursable Charges - Planning	0.00	0.00	34,190.25	(34,190.25)	0.00%
Local Law Enforcement Trust Fund Fines	1,000.00	0.00	0.00	1,000.00	0.00%
Rec. Vehicle Inspection Fee Revenue	2,500.00	0.00	1,275.00	1,225.00	51.00%
False Alarm Fees	7,000.00	0.00	5,845.00	1,155.00	83.50%
Code Enforcement Fines - Per Diem	1,000.00	0.00	0.00	1,000.00	0.00%
Other Fines and Forfeitures	7,000.00	0.00	2,254.68	4,745.32	32.21%
Interest - FL Dept Admin - LGIP Investments	18,000.00	0.00	0.00	18,000.00	0.00%
Interest/Penalties - Ad Valorem/Tangible Taxes	6,500.00	0.00	18,237.31	(11,737.31)	280.57%
Penalty and Late Charges	5,000.00	0.00	10,121.89	(5,121.89)	202.44%
Garbage Collection Fees OES	10,000.00	0.00	11,575.35	(1,575.35)	115.75%
Impact Fees - Fire	77,505.00	0.00	0.00	77,505.00	0.00%
Other Revenue	632,000.00	0.00	649,985.04	(17,985.04)	102.85%
Other Miscellaneous (JWL Community Event)	80,000.00	0.00	81,515.74	(1,515.74)	101.89%
Total Revenue	\$ 10,920,510.00	\$ -	\$ 10,353,810.47	\$ 566,699.53	94.81%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 9/30/2020

Description	Budget	Encumbered	Actual	Remaining	Percent
Salaries	210,000.00	0.00	210,000.00	0.00	100.00%
FICA Taxes Expense	16,065.00	0.00	14,627.85	1,437.15	91.05%
Employer Contribution Retirement Fund	21,964.00	0.00	85,303.00	(63,339.00)	388.38%
Group Insurance Health	49,843.00	0.00	29,905.92	19,937.08	60.00%
Dental/Vision Insurance	9,889.00	0.00	9,889.44	(0.44)	100.00%
Life Insurance (Standard Insur.Co.)	3,895.00	0.00	3,695.91	199.09	94.89%
Long Term Care (John Hancock Co.)	8,693.00	0.00	8,446.10	246.90	97.16%
Life Insurance (John Hancock VUL)	5,082.00	0.00	5,524.56	(442.56)	108.71%
Workers' Compensation	412.00	0.00	297.00	115.00	72.09%
Travel	14,000.00	0.00	7,770.67	6,229.33	55.50%
Cell Phone	5,000.00	0.00	5,580.67	(580.67)	111.61%
Insurance - Property & Liability	682.00	0.00	686.65	(4.65)	100.68%
Business Meetings	5,000.00	0.00	2,211.30	2,788.70	44.23%
Misc. Charges	3,000.00	0.00	1,360.69	1,639.31	45.36%
Memberships	3,700.00	0.00	4,099.80	(399.80)	110.81%
Education and Training	2,500.00	0.00	770.00	1,730.00	30.80%
Election Services	15,000.00	0.00	0.00	15,000.00	0.00%
Total Expense Mayor & Commission Department	\$ 374,725.00	\$ -	\$ 390,169.56	\$ (15,444.56)	104.12%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 9/30/2020

Description	Budget	Encumbered	Actual	Remaining	Percent
Full Time Salaries	668,499.00	0.00	524,395.89	144,103.11	78.44%
Overtime	1,500.00	0.00	7,967.12	(6,467.12)	531.14%
FICA Taxes Expense	56,196.00	0.00	38,528.24	17,667.76	68.56%
Employee Retirement Expense	96,813.00	0.00	87,647.58	9,165.42	90.53%
Group Insurance	117,132.00	0.00	75,140.44	41,991.56	64.15%
Dental/Vision Insurance	19,501.00	0.00	11,257.92	8,243.08	57.73%
Life Insurance (Standard Insur.Co.)	12,937.00	0.00	8,553.77	4,383.23	66.12%
Long Term Care (John Hancock Co.)	686.00	0.00	697.53	(11.53)	101.68%
Life Insurance (John Hancock VUL)	18,544.00	0.00	8,000.57	10,543.43	43.14%
Workers' Compensation	1,232.00	0.00	891.03	340.97	72.32%
Town Hall-Janitorial Services	2,611.00	0.00	2,933.13	(322.13)	112.34%
Contractual Services	13,800.00	0.00	36,347.24	(22,547.24)	263.39%
Contractual Services - Professional Services	81,000.00	0.00	79,832.64	1,167.36	98.56%
Contractual Services - Business Tax Structural	0.00	0.00	5,825.00	0.00	0.00%
Travel	5,000.00	0.00	1,645.61	3,354.39	32.91%
Cellular Phones	1,750.00	0.00	4,083.06	(2,333.06)	233.32%
Lease Expense - Vehicles	18,000.00	0.00	8,250.00	9,750.00	45.83%
Lease Expense-Copy Machine	6,000.00	0.00	10,669.99	(4,669.99)	177.83%
General Liability - Property Insurance	4,738.00	0.00	4,923.82	(185.82)	103.92%
Misc. Maintenance - Car & Buildings	1,800.00	0.00	0.00	1,800.00	0.00%
Printing	2,000.00	0.00	2,984.00	(984.00)	149.20%
Misc. Charges	5,000.00	0.00	16,196.30	(11,196.30)	323.93%
Business Meetings/Meals	500.00	0.00	750.00	(250.00)	150.00%
Office Supplies	7,000.00	0.00	8,112.70	(1,112.70)	115.90%
Vehicle Expense - Gasoline	2,000.00	0.00	51.59	1,948.41	2.58%
Memberships/Subscriptions	5,300.00	0.00	2,273.06	3,026.94	42.89%
Education & Training, Tuition Assistance	10,000.00	0.00	5,273.46	4,726.54	52.73%
Education & Training, Registration/Books	1,000.00	0.00	942.00	58.00	94.20%
Total Expense Administration Department	\$ 1,160,539.00	\$ -	\$ 954,173.69	\$ 212,190.31	82.22%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 9/30/2020

Description	Budget	Encumbered	Actual	Remaining	Percent
Salaries	311,434.00	0.00	251,782.97	59,651.03	80.85%
Overtime	2,000.00	0.00	317.87	1,682.13	15.89%
FICA Taxes Expense	23,825.00	0.00	18,901.50	4,923.50	79.33%
Employee Retirement Expense	44,168.00	0.00	39,629.63	4,538.37	89.72%
Group Insurance	39,875.00	0.00	32,398.08	7,476.92	81.25%
Dental/Vision Insurance	7,415.00	0.00	5,391.00	2,024.00	72.70%
Life Insurance (Standard Insur.Co.)	5,693.00	0.00	4,184.34	1,508.66	73.50%
Long Term Care (John Hancock Co.)	0.00	0.00	1,161.24	0.00	0.00%
Life Insurance (John Hancock VUL)	4,696.00	0.00	927.00	3,769.00	19.74%
Workers' Compensation	410.00	0.00	297.01	112.99	72.44%
Recurring Audit Costs	45,000.00	0.00	39,000.00	6,000.00	86.67%
Contractual Service	4,611.00	0.00	2,933.13	1,677.87	63.61%
Contractual Services-Software Maint Fees	4,000.00	0.00	6,203.86	(2,203.86)	155.10%
Travel	2,000.00	0.00	0.00	2,000.00	0.00%
Cellular Phones	700.00	0.00	625.24	74.76	89.32%
Lease Expense-Copiers	2,000.00	0.00	2,724.61	(724.61)	136.23%
General Liability - Property Insurance	2,428.00	0.00	2,614.07	(186.07)	107.66%
Maintenance & Repair	500.00	0.00	65.00	435.00	13.00%
Printing and Forms	1,000.00	0.00	1,782.74	(782.74)	178.27%
Business Meetings/Meals	500.00	0.00	0.00	500.00	0.00%
Misc. Charges	500.00	0.00	46.04	453.96	9.21%
Office Supplies	2,000.00	0.00	2,100.22	(100.22)	105.01%
Memberships	1,000.00	0.00	137.55	862.45	13.76%
Education & Training-Registration/Books	1,000.00	0.00	179.00	821.00	17.90%
Total Expense Finance Department	\$ 506,755.00	\$ -	\$ 413,402.10	\$ 94,514.14	81.58%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 9/30/2020

Description	Budget	Encumbered	Actual	Remaining	Percent
Misc. Reimbursable Expense	10,000.00	0.00	13,284.75	(3,284.75)	132.85%
Contractual Services-Legal-Retainer	100,000.00	0.00	99,999.96	0.04	100.00%
Contractual Services-Legal-Non Retainer	100,000.00	0.00	115,748.40	(15,748.40)	115.75%
Advertising	7,500.00	0.00	5,269.70	2,230.30	70.26%
Total Expense Legal Department	\$ 217,500.00	\$ -	\$ 234,302.81	\$ (16,802.81)	107.73%
Reimbursable Expense	50,000.00	0.00	57,763.41	(7,763.41)	115.53%
Contractual Services-Planning	200,000.00	0.00	183,119.04	16,880.96	91.56%
Contractual Services-Legis Svcs Planning	10,000.00	0.00	8,333.30	1,666.70	83.33%
Board Expenses - Planning & Zoning	1,000.00	0.00	550.00	450.00	55.00%
Total Expense Comprehensive Planning Dept.	\$ 261,000.00	\$ -	\$ 249,765.75	\$ 11,234.25	95.70%
Various Contractual Services	32,000.00	0.00	35,041.24	(3,041.24)	109.50%
Contractual Svcs-Town Hall-Pest Control	3,720.00	0.00	3,237.98	482.02	87.04%
Contractual Svc-Computer Related Service	98,000.00	0.00	83,440.05	14,559.95	85.14%
Telephone Cost - Cellular	3,000.00	0.00	2,323.43	676.57	77.45%
Town Hall Line Charge/Internet Connection	13,200.00	0.00	13,547.98	(347.98)	102.64%
Postage-Shipping-Fed Express	3,500.00	0.00	8,158.07	(4,658.07)	233.09%
Electricity-Town Hall	38,000.00	0.00	38,745.05	(745.05)	101.96%
Water-Town Hall	5,000.00	0.00	8,157.47	(3,157.47)	163.15%
Lease Expense-Copy Machine and Other	900.00	0.00	855.12	44.88	95.01%
Insurance Expense - General Liability/Prop.	2,642.00	0.00	2,915.84	(273.84)	110.36%
Maintenance & Repair Car Bldg & Equipmnt	15,000.00	0.00	23,278.00	(8,278.00)	155.19%
Maintenance and Repair-3RD FLOOR	2,500.00	0.00	1,367.50	1,132.50	54.70%
Donations	15,000.00	0.00	3,998.16	11,001.84	26.65%
Lobbying Expenses	134,000.00	0.00	118,628.26	15,371.74	88.53%
Misc Charges	48,000.00	0.00	105,045.87	(57,045.87)	218.85%
Misc. Market Supplies/Office Supplies	4,000.00	0.00	3,816.26	183.74	95.41%
Total Expense Non - Departmental General Gov't	418,462.00	0.00	452,556.28	(34,094.28)	108.15%

TOWN OF PEMBROKE PARK (1PBPF)
 GL Budget Performance
 Revenue and Expense
 Percentage Used
 From 10/1/2019 to 9/30/2020

<u>Description</u>	<u>Budget</u>	<u>Encumbered</u>	<u>Actual</u>	<u>Remaining</u>	<u>Percent</u>
Contractual Services-Law Enforcement	3,272,014.00	0.00	3,270,594.00	1,420.00	99.96%
LLETF - Explorer Program	10,000.00	0.00	827.35	9,172.65	8.27%
BSO - Traffic Enforcement	5,000.00	0.00	0.00	5,000.00	0.00%
LLETF Town Hall Security	40,000.00	0.00	0.00	40,000.00	0.00%
Total Law Enforcement	3,327,014.00	0.00	3,271,421.35	55,592.65	98.33%
Contractual Services-Fire Rescue	3,205,828.00	0.00	3,545,340.00	(339,512.00)	110.59%
Total Fire Department	3,205,828.00	0.00	3,545,340.00	(339,512.00)	110.59%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 9/30/2020

Description	Budget	Encumbered	Actual	Remaining	Percent
100 - Building Department					
Building Permits	318,150.00	0.00	245,961.14	72,188.86	77.31%
Building Permit - Reinspection Fee	7,875.00	0.00	6,749.00	1,126.00	85.70%
Building Dept. Reinstatement Fee	5,555.00	0.00	400.00	5,155.00	7.20%
Building Inspection Fee	34,100.00	0.00	28,500.30	5,599.70	83.58%
Electrical Permits	34,715.00	0.00	48,158.18	(13,443.18)	138.72%
Electrical Permit-Reinspection Fee	4,850.00	0.00	675.00	4,175.00	13.92%
Electrical Inspection Fee	8,585.00	0.00	12,075.00	(3,490.00)	140.65%
Mechanical Permits	28,150.00	0.00	42,290.85	(14,140.85)	150.23%
Mechanical Permit-Reinspection Fee	500.00	0.00	1,462.00	(962.00)	292.40%
Mechanical Inspection Fee	3,385.00	0.00	4,325.00	(940.00)	127.77%
Plumbing Permits	44,450.00	0.00	49,762.11	(5,312.11)	111.95%
Plumbing Permit Reinspection Fee	760.00	0.00	3,375.00	(2,615.00)	444.08%
Plumbing Inspection Fee	2,830.00	0.00	5,375.00	(2,545.00)	189.93%
Fire Inspection Fees Permits	28,500.00	0.00	17,480.00	11,020.00	61.33%
Fire Reinspection Fee	59,000.00	0.00	33,812.50	25,187.50	57.31%
Zoning & Variance & Site Plan Fees	30,000.00	0.00	31,145.00	(1,145.00)	103.82%
Engineering-Planning Services	30,000.00	0.00	1,500.00	28,500.00	5.00%
Radon Fees - 10% Restricted for Education	4,500.00	0.00	4,082.03	417.97	90.71%
Insurance - Registration Fees	0.00	0.00	39.61	(39.61)	0.00%
Plan Review	68,680.00	0.00	76,005.00	(7,325.00)	110.67%
Processing Fee	52,520.00	0.00	60,125.00	(7,605.00)	114.48%
Certificate of Occupany Fee	5,050.00	0.00	2,544.15	2,505.85	50.38%
Certificate of Completion	34,350.00	0.00	29,012.53	5,337.47	84.46%
Code Enforcement Fines	30,000.00	0.00	12,623.00	17,377.00	42.08%
Other Revenue Building Department	5,000.00	0.00	2,028.20	2,971.80	40.56%
Total Revenue - Building Department	841,505.00	0.00	719,505.60	121,999.40	85.50%
Full Time Salaries	212,441.00	0.00	175,270.60	37,170.40	82.50%
Overtime	4,000.00	0.00	1,961.89	2,038.11	49.05%
FICA Taxes Expense	16,252.00	0.00	13,508.04	2,743.96	83.12%
Employee Retirement Expense	33,942.00	0.00	25,641.33	8,300.67	75.54%
Group Insurance	29,906.00	0.00	19,937.28	9,968.72	66.67%
Dental/Vision Insurance	3,794.00	0.00	1,319.04	2,474.96	34.77%
Life Insurance (Standard Insur.Co.)	3,906.00	0.00	2,200.68	1,705.32	56.34%
Long Term Care (John Hancock Co.)	0.00	0.00	1,440.00	(1,440.00)	0.00%
Life Insurance (John Hancock VUL)	3,420.00	0.00	480.00	2,940.00	14.04%
Workers' Compensation	1,643.00	0.00	1,188.04	454.96	72.31%
Contractual Service-Town Hall-Janitorial	2,611.00	0.00	2,933.13	(322.13)	112.34%
Contractual Services-Software Maint Fees	0.00	0.00	0.00	0.00	0.00%
Contractual Services-Bldg Dept Elect	34,000.00	0.00	29,625.00	4,375.00	87.13%
Contractual Services-Bldg Dept Plumb	15,000.00	0.00	13,675.00	1,325.00	91.17%
Contractual Services-Bldg Dept Mech	16,000.00	0.00	15,675.00	325.00	97.97%
Contractual Services-Bldg Dept Structural	0.00	0.00	17,012.50	(17,012.50)	0.00%
Contractual Services-User Fees Ink Force	6,000.00	0.00	8,900.00	(2,900.00)	148.33%
Travel	1,000.00	0.00	0.00	1,000.00	0.00%
Cell Phone	3,800.00	0.00	2,730.23	1,069.77	71.85%
Vehicle Expense - Interest	0.00	0.00	446.72	(446.72)	0.00%
Lease Expense-Copier	3,600.00	0.00	2,828.48	771.52	78.57%
Insurance - Property & Liability	6,203.00	0.00	6,389.27	(186.27)	103.00%
Maintenance & Repair Car Bldg & Equipmt.	1,000.00	0.00	2,428.20	(1,428.20)	242.82%
Printing & Forms	1,000.00	0.00	700.00	300.00	70.00%
Misc. Charges	1,000.00	0.00	342.63	657.37	34.26%
Office Supplies	3,000.00	0.00	2,592.30	407.70	86.41%
Uniforms	500.00	0.00	611.64	(111.64)	122.33%
Vehicle Expense-Gasoline Costs	1,000.00	0.00	45.94	954.06	4.59%
Memberships/Subscription	500.00	0.00	240.00	260.00	48.00%
Education & Training-Registration/Books	1,000.00	0.00	1,343.00	(343.00)	134.30%
Total Building Department	\$ 406,518.00	\$ -	\$ 351,465.94	\$ 55,052.06	86.46%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 9/30/2020

Description	Budget	Encumbered	Actual	Remaining	Percent
Full Time Salaries	158,079.00	0.00	114,111.64	43,967.36	72.19%
Overtime	2,000.00	0.00	972.27	1,027.73	48.61%
FICA Taxes Expense	12,093.00	0.00	8,637.97	3,455.03	71.43%
Employee Retirement Expense	22,564.00	0.00	21,670.87	893.13	96.04%
Group Insurance	32,398.00	0.00	20,768.00	11,630.00	64.10%
Dental/Vision Insurance	6,061.00	0.00	3,284.84	2,776.16	54.20%
Life Insurance (Standard Insur.Co.)	2,914.00	0.00	2,019.27	894.73	69.30%
Long Term Care (John Hancock Co.)	229.00	0.00	973.33	(744.33)	425.03%
Life Insurance (John Hancock VUL)	2,790.00	0.00	322.50	2,467.50	11.56%
Workers' Compensation	1,642.00	0.00	1,188.04	453.96	72.35%
Town Hall-Janitorial	2,611.00	0.00	2,933.13	(322.13)	112.34%
Contractual Services	5,400.00	0.00	1,650.00	3,750.00	30.56%
Travel - Hotel, Airfare, Mileage, Tolls & Meals	2,500.00	0.00	39.97	2,460.03	1.60%
Cell Phones	3,000.00	0.00	1,351.17	1,648.83	45.04%
Lease Expense- Copier	1,000.00	0.00	253.08	746.92	25.31%
Insurance - Property & Liability	5,375.00	0.00	5,561.03	(186.03)	103.46%
Printing and Forms	1,300.00	0.00	990.68	309.32	76.21%
Misc. Charges	1,500.00	0.00	(75.34)	1,575.34	-5.02%
Office Supplies	4,500.00	0.00	2,078.67	2,421.33	46.19%
Uniform Expense	800.00	0.00	170.62	629.38	21.33%
Vehicle Expense-Gasoline	3,000.00	0.00	589.52	2,410.48	19.65%
Vehicle Expense-Maintenance & Repair	1,000.00	0.00	110.71	889.29	11.07%
Board Expenses-Code & P&Z Boards	4,635.00	0.00	800.00	3,835.00	17.26%
Memberships	625.00	0.00	227.98	397.02	36.48%
Education & Training - Other	3,000.00	0.00	843.00	2,157.00	28.10%
Total Code Enforcement	\$ 281,016.00	\$ -	\$ 191,472.95	\$ 89,543.05	68.14%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 9/30/2020

Description	Budget	Encumbered	Actual	Remaining	Percent
Full Time Employee Salaries	189,724.00	0.00	189,025.21	698.79	99.63%
Overtime	3,500.00	0.00	2,286.33	1,213.67	65.32%
FICA Taxes Expense	14,514.00	0.00	14,320.84	193.16	98.67%
Employee Retirement Expense	20,246.00	0.00	20,144.14	101.86	99.50%
Group Insurance	39,875.00	0.00	36,551.68	3,323.32	91.67%
Dental/Vision Insurance	7,392.00	0.00	6,471.80	920.20	87.55%
Life Insurance (Standard Insur.Co.)	3,506.00	0.00	3,299.35	206.65	94.11%
Long Term Care (John Hancock Co.)	291.00	0.00	2,798.64	(2,507.64)	961.73%
Life Insurance (John Hancock VUL)	4,733.00	0.00	2,849.28	1,883.72	60.20%
Workers' Compensation	6,983.00	0.00	5,049.17	1,933.83	72.31%
Town Hall Janitorial	2,611.00	0.00	2,933.22	(322.22)	112.34%
Travel	1,000.00	0.00	2.03	997.97	0.20%
Cellular Phones	2,400.00	0.00	2,354.68	45.32	98.11%
Town Hall Line Charge/Internet Connection	700.00	0.00	0.00	700.00	0.00%
Electricity-Outdoor Lighting	32,000.00	0.00	29,926.12	2,073.88	93.52%
Water-Public Works	2,000.00	0.00	2,489.95	(489.95)	124.50%
Rental Expense-Equipment Copier	3,600.00	0.00	3,283.92	316.08	91.22%
Insurance Expense Prop - General Liability	23,805.00	0.00	23,990.79	(185.79)	100.78%
Maintenance & Repair Car Bldg & Equipmnt	30,000.00	0.00	51,318.73	(21,318.73)	171.06%
Misc. Charges	15,000.00	0.00	5,888.21	9,111.79	39.25%
Office Supplies	1,500.00	0.00	2,322.55	(822.55)	154.84%
Uniform Expense	1,800.00	0.00	1,092.94	707.06	60.72%
Vehicle Expense-Gasoline	6,000.00	0.00	8,567.94	(2,567.94)	142.80%
Memberships/Subscriptions & Dues	1,000.00	0.00	170.00	830.00	17.00%
Education & Training-Registration/Books	1,500.00	0.00	450.00	1,050.00	30.00%
Total Roads & Streets Department	\$ 415,680.00	\$ -	\$ 417,587.52	\$ (1,907.52)	100.46%

TOWN OF PEMBROKE PARK (1PBPFD)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 9/30/2020

Description	Budget	Encumbered	Actual	Remaining	Percent
Full Time Salaries	251,461.00	0.00	185,314.21	66,146.79	73.70%
Overtime	15,000.00	0.00	13,857.07	1,142.93	92.38%
FICA Taxes Expense	19,237.00	0.00	15,175.60	4,061.40	78.89%
Employee Retirement Expense	21,299.00	0.00	17,604.21	3,694.79	82.65%
Group Insurance	49,843.00	0.00	37,382.40	12,460.60	75.00%
Dental/Vision Insurance	10,559.00	0.00	7,465.44	3,093.56	70.70%
Life Insurance (Standard Insur.Co.)	4,664.00	0.00	3,279.39	1,384.61	70.31%
Long Term Care (John Hancock Co.)	0.00	0.00	1,818.00	(1,818.00)	#DIV/0!
Life Insurance (John Hancock VUL)	5,449.00	0.00	1,749.72	3,699.28	32.11%
Workers' Compensation	5,752.00	0.00	4,158.14	1,593.86	72.29%
Contractual Services	1,700.00	0.00	2,127.02	(427.02)	125.12%
Travel- Hotel, Airfare, Milage, Tolls & Meals	400.00	0.00	0.00	400.00	0.00%
Cellular Phones & Beepers	1,500.00	0.00	1,042.38	457.62	69.49%
Phone Line- Behan Park	3,200.00	0.00	3,311.78	(111.78)	103.49%
Phone Line- Oglesby Preserve	1,200.00	0.00	722.39	477.61	60.20%
Electricity	15,000.00	0.00	15,673.17	(673.17)	104.49%
Water Charges	3,000.00	0.00	5,048.91	(2,048.91)	168.30%
Insurance - Property & Liability	13,000.00	0.00	13,175.59	(175.59)	101.35%
Maintenance & Repair Car Bldg & Equipmt.	25,000.00	0.00	22,235.06	2,764.94	88.94%
Office Supplies	400.00	0.00	478.43	(78.43)	119.61%
Uniform Expense	2,000.00	0.00	1,010.95	989.05	50.55%
Misc. Charges	15,000.00	0.00	4,233.98	10,766.02	28.23%
Gasoline Costs	4,500.00	0.00	3,174.31	1,325.69	70.54%
Membership, Dues & Subscription	900.00	0.00	0.00	900.00	0.00%
Education & Training-Registration/Books	1,500.00	0.00	450.00	1,050.00	30.00%
Pembroke Park Health Fair Festival	10,000.00	0.00	9,916.83	83.17	99.17%
Pembroke Park- Egg Hunt	6,000.00	0.00	1,128.20	4,871.80	18.80%
Pembroke Park- Toy Drive	4,000.00	0.00	3,762.70	237.30	94.07%
Pembroke Park- Turkey Drive	6,000.00	0.00	6,442.04	(442.04)	107.37%
Community Garden	5,000.00	0.00	3,981.52	1,018.48	79.63%
Maculele Miami Brazilian Arts Institute	2,000.00	0.00	0.00	2,000.00	0.00%
Relay for Life Event	2,000.00	0.00	1,000.00	1,000.00	50.00%
School Supply Drive	3,500.00	0.00	444.04	3,055.96	12.69%
Church of Christ	1,500.00	0.00	0.00	1,500.00	0.00%
Newsletter Mailings	10,000.00	0.00	3,500.00	6,500.00	35.00%
60th Anniversary Celebration	25,000.00	0.00	0.00	25,000.00	0.00%
Food Distribution Farm Share	2,000.00	0.00	0.00	2,000.00	0.00%
Holiday Party	4,500.00	0.00	2,518.80	1,981.20	55.97%
Pet Fair	5,000.00	0.00	0.00	5,000.00	0.00%
Little Library Dispensers	2,000.00	0.00	93.89	1,906.11	4.69%
Halloween Spectacular Event	2,500.00	0.00	3,163.19	(663.19)	126.53%
Club Richelieu	1,000.00	0.00	0.00	1,000.00	0.00%
Promotions for All Community Events	7,500.00	0.00	0.00	7,500.00	0.00%
Walk A Thon	1,000.00	0.00	0.00	1,000.00	0.00%
Fl. Intl. Trade & Commission Expo (FITCE)	2,000.00	0.00	1,070.10	929.90	53.51%
Focal Point - Walk a thon	1,000.00	0.00	0.00	1,000.00	0.00%
One Blood	250.00	0.00	0.00	250.00	0.00%
Total Parks Department	575,314.00	0.00	397,509.46	177,804.54	69.09%
Machinery and Equipment	60,700.00	0.00	12,395.43	48,304.57	20.42%
Machinery and Equipment	0.00	0.00	4,250.70	(4,250.70)	100.00%
Machinery and Equipment	0.00	0.00	4,250.70	(4,250.70)	100.00%
Equipment, Security, Holiday Deco (+250)	6,000.00	0.00	6,444.50	(444.50)	107.41%
Community Garden - Irrigation System	8,000.00	0.00	0.00	8,000.00	0.00%
Park Rec - Concrete Slab	4,000.00	0.00	0.00	4,000.00	0.00%
Fire & EMS Study Project # 9075	40,000.00	0.00	0.00	40,000.00	0.00%
Municipal Complex Conceptual Design Project #9076	79,110.00	0.00	0.00	79,110.00	0.00%
Town all Restroom Improvements	20,000.00	0.00	0.00	20,000.00	0.00%
TownHall Hardening Project # 9078	684,750.00	0.00	0.00	684,750.00	0.00%
Hardware & Software Replacement	226,000.00	0.00	97,553.32	128,446.68	43.17%
Machinery and Equipment	10,000.00	0.00	4,682.36	5,317.64	46.82%
Vehicle Purchase	25,000.00	0.00	25,794.00	(794.00)	103.18%
Capital Outlay-Machinery and Equipment	5,000.00	0.00	21,156.99	(16,156.99)	423.14%
Machinery & Equipment (over \$250.00)	2,500.00	0.00	(199.95)	2,699.95	-8.00%
Vehicle Purchase	26,000.00	0.00	0.00	26,000.00	0.00%
Machinery and Equipment	63,850.00	0.00	9,228.99	54,621.01	14.45%
Total Capital Outlay & Equipment	1,260,910.00	0.00	185,557.04	1,075,352.96	950.59%
44 Year CDBG Tot Lot Project # 9078	66,672.00		65,478.15	1,193.85	98.21%
45 Year CDBG Tot Lot OlgesbyProject	105,000.00	0.00	1,435.00	103,565.00	1.37%
Total Capital Projects	171,672.00	0.00	66,913.15	104,758.85	99.58%
Total Expenditures - General Fund	\$ 12,582,933.00		\$ 11,121,637.60	\$ 1,468,281.64	88.39%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 9/30/2020

Description	Budget	Encumbered	Actual	Remaining	Percent
			\$ 11,110,543.78		
400 - SEWER ENTERPRISE FUND					
Sewer Service Charges	2,680,000.00	0.00	2,725,078.26	(45,078.26)	101.68%
Fixture Charges	75,000.00	0.00	75,493.74	(493.74)	100.66%
Sewer Hookup Fees	10,000.00	0.00	5,800.00	4,200.00	58.00%
Interest - Revenue- LGIP	20,000.00	0.00	0.00	20,000.00	0.00%
Impact Fee Physical Environment	177,589.00	0.00	5,375.80	172,213.20	3.03%
Other Miscellaneous Revenue	0.00	0.00	0.00	0.00	#DIV/0!
Total Revenue - Sewer Fund	2,962,589.00	0.00	2,811,747.80	150,841.20	94.91%
Regular Full Time Salary	399,259.00	0.00	320,762.48	78,496.52	80.34%
Overtime	10,000.00	0.00	6,272.26	3,727.74	62.72%
FICA Taxes	30,543.00	0.00	24,360.02	6,182.98	79.76%
Employee Retirement Expense	46,346.00	0.00	38,579.44	7,766.56	83.24%
Group Insurance - Health	59,812.00	0.00	50,673.92	9,138.08	84.72%
Group Insurance - Dental & Vision	8,042.00	0.00	6,345.92	1,696.08	78.91%
Group Life Insurance (SIC)	6,934.00	0.00	5,634.30	1,299.70	81.26%
Long Term Care Insurance (JHC)	873.00	0.00	2,737.91	(1,864.91)	313.62%
Life Insurance - JHC VUL	7,511.00	0.00	3,580.38	3,930.62	47.67%
Workers' Compensation	13,969.00	0.00	10,098.34	3,870.66	72.29%
Reimbursable Expenses-Site Plan	0.00	0.00	0.00	0.00	#DIV/0!
Professional Services-Engineering	2,000.00	0.00	0.00	2,000.00	0.00%
Retainer	2,000.00	0.00	0.00	2,000.00	0.00%
Sewer Maintenance & Treatment - Hollywood	1,000,000.00	0.00	1,141,083.34	(141,083.34)	114.11%
Misc. Contractual Services-Sewer Department	20,000.00	0.00	12,958.98	7,041.02	64.79%
Travel	2,000.00	0.00	6.09	1,993.91	0.30%
Cellular Phones/Beepers	3,500.00	0.00	2,823.61	676.39	80.67%
Telephone Lines	0.00	0.00	0.00	0.00	#DIV/0!
Electricity-Sewer Pumps	35,000.00	0.00	34,905.71	94.29	99.73%
Water-Public Works	20,000.00	0.00	22,018.52	(2,018.52)	110.09%
Insurance - Property & Liability FLC	37,516.00	0.00	39,335.31	(1,819.31)	104.85%
Maintenance-Lift Stations	150,000.00	0.00	43,391.48	106,608.52	28.93%
Maintenance & Repair Car Bldg & Equipmt.	80,000.00	0.00	43,253.58	36,746.42	54.07%
Misc. Charges	20,000.00	0.00	22,100.37	(2,100.37)	110.50%
Operating Supplies-Uniform Expense	1,500.00	0.00	811.49	688.51	54.10%
Vehicle Expense-Gasoline	6,000.00	0.00	4,848.29	1,151.71	80.80%
Memberships	2,000.00	0.00	365.48	1,634.52	18.27%
Education & Training-Registration/Books	2,500.00	0.00	450.00	2,050.00	18.00%
Administrative Services	410,000.00	0.00	421,762.17	(11,762.17)	102.87%
New Sewer Truck	30,000.00	0.00	54,125.20	(24,125.20)	180.42%
Master Plan Update	40,000.00	0.00	0.00	40,000.00	0.00%
Debt Service-Principal Payment	37,000.00	0.00	37,000.08	(0.08)	100.00%
Debt Service- Sinking Fund Interest	91,350.00	0.00	91,350.00	0.00	100.00%
Debt Service Reserve Account	12,912.00	0.00	12,912.00	0.00	100.00%
Debt Service S/T Assets Reserve	74,022.00	0.00	74,021.64	0.36	100.00%
Depreciation/Amortization Expense	300,000.00	0.00	300,000.00	0.00	100.00%
Total Sewer Fund Expenditures	2,962,589.00	0.00	2,828,568.31	134,020.69	95.48%

TOWN OF PEMBROKE PARK (1PBPF)
GL Budget Performance
Revenue and Expense
Percentage Used
From 10/1/2019 to 9/30/2020

Description	Budget	Encumbered	Actual	Remaining	Percent
401 - STORMWATER MANAGEMENT FUND					
Stormwater Management Utility Fees	1,440,000.00	0.00	1,406,418.62	33,581.38	97.67%
FEMA Grant	1,590,428.00	0.00	0.00	1,590,428.00	0.00%
Impact Fee Revenue-Physical Environment	118,827.00	0.00	6,467.09	112,359.91	5.44%
Total Stormwater Revenue	3,149,255.00	0.00	1,412,885.71	1,736,369.29	44.86%
Salaries	178,340.00	0.00	106,505.90	71,834.10	59.72%
Overtime	10,000.00	0.00	10,718.30	(718.30)	107.18%
FICA Taxes	13,643.00	0.00	8,924.86	4,718.14	65.42%
Employee Retirement Expense	15,105.00	0.00	10,445.60	4,659.40	69.15%
Group Insurance - Health	29,906.00	0.00	14,952.96	14,953.04	50.00%
Group Insurance - Dental & Vision	6,517.00	0.00	2,804.64	3,712.36	43.04%
Group Life Insurance - SIC	2,877.00	0.00	1,868.62	1,008.38	64.95%
Long Term Care Insurance (JHC)	0.00	0.00	1,260.00	(1,260.00)	#DIV/0!
Life Insurance - JHC VUL	4,530.00	0.00	420.00	4,110.00	9.27%
Workers' Compensation	9,038.00	0.00	6,534.22	2,503.78	72.30%
Legal/Non Retainer	4,000.00	0.00	0.00	4,000.00	0.00%
Engineering	5,000.00	0.00	0.00	5,000.00	0.00%
Professional Services	5,000.00	0.00	0.00	5,000.00	0.00%
Cell Phones/Beepers	650.00	0.00	669.22	(19.22)	102.96%
Electricity-Drainage Pumps	25,000.00	0.00	28,627.58	(3,627.58)	114.51%
Insurance Expense FLC	2,500.00	0.00	0.00	2,500.00	0.00%
Insurance - Prop & General Liability	32,825.00	0.00	35,121.63	(2,296.63)	107.00%
Maintenance & Repair Cars, Building & Other	50,000.00	0.00	20,403.74	29,596.26	40.81%
Misc. Charges	15,000.00	0.00	16,359.35	(1,359.35)	109.06%
Uniform Expense	500.00	0.00	486.53	13.47	97.31%
Memberships/Subscriptions and Dues	600.00	0.00	617.50	(17.50)	102.92%
Education & Training,Registration, Books	2,500.00	0.00	0.00	2,500.00	0.00%
Administrative Services GF Cost Allocation	210,000.00	0.00	211,932.86	(1,932.86)	100.92%
Machinery and Equipment New Stormwater Truck	30,000.00	0.00	4,328.00	25,672.00	14.43%
Depreciation Expense	500,000.00	0.00	500,000.00	0.00	100.00%
County Line Stormwater & Sidewalk Project # 3353	150,000.00	0.00	0.00	150,000.00	0.00%
John P. Lyons Phase II Engineering & Design #3354	912,350.00	0.00	0.00	912,350.00	0.00%
S.W. 25th St. Stormwater Improvement Phase II #3355	1,208,220.00	0.00	0.00	1,208,220.00	0.00%
Total Stormwater Expenditures	3,424,101.00	0.00	982,981.51	2,441,119.49	28.71%
Total Revenue - ALL FUNDS	\$ 17,873,859.00		\$15,297,949.58	\$ 2,575,909.42	85.59%
Total Expenditures - ALL FUNDS	\$ 18,969,623.00		\$14,933,187.42	\$ 4,043,421.82	78.72%

AGENDA ITEM REPORT



To: Commission
Subject: Employee Leave Report
Meeting: 10 14 2020 REGULAR COMMISSION MEETING - Oct 14 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

BACKGROUND INFORMATION:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

PR Employee Leave Report (Detailed)

TOWN OF PEMBROKE PARK (1PBPDF)

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Sort by: Employee Number

Employee Number	Employee Name	Program	Status
10100	Manzerolle, Lucie M.	BLD-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	29.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V2	Vacation Accrual 48-120 Months	Vacation	2.3080	Per period	92.3200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		29.0000	29.0000	8.0000	9,999,999.9999
Sick		73.8480	16.0000	347.9444	9,999,999.9999
Vacation		92.3200	0.0000	369.2980	9,999,999.9999

Employee Number	Employee Name	Program	Status
10160	Ortiz, Daniel M.	PWS-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	24.0006	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	19.9940	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	16.0000	40.0000	9,999,999.0000
Other		0.0000	0.0000	0.0000	9,999,999.0000
Sick		24.0006	0.0000	24.0006	9,999,999.0000
Vacation		19.9940	0.0000	19.9940	9,999,999.0000

Employee Number	Employee Name	Program	Status
10250	Malcolm, Teresa N.	BLD-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V2	Vacation Accrual 48-120 Months	Vacation	2.3080	Per period	92.3200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		0.0000	0.0000	8.2500	9,999,999.9999
Sick		73.8480	129.2946	1.8462	9,999,999.9999
Vacation		92.3200	8.2794	226.9152	9,999,999.9999

Employee Number	Employee Name	Program	Status
10360	Nunez, Miguel A.	BLD-RP	ACTIVE

PR Employee Leave Report (Detailed)

TOWN OF PEMBROKE PARK (1PBPFDP)

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Sort by: Employee Number

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
P1	Personal Leave (Comp Time)	Other	1.5000	Per unit	4.5000	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Other		4.5000	0.0000	4.5000	9,999,999.0000

Employee Number	Employee Name	Program	Status
10400	CLARK, JR, HOWARD P.	COM-ES	ACTIVE

Employee Number	Employee Name	Program	Status
10410	Jacobs, Geoffrey R.	COM-ES	ACTIVE

Employee Number	Employee Name	Program	Status
10420	Dieuveille, Reynold	COM-ES	ACTIVE

Employee Number	Employee Name	Program	Status
10600	COHEN, GEORGINA A.	COM-ES	ACTIVE

Employee Number	Employee Name	Program	Status
10701	DAY, ROBERT M.	SEF-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V2	Vacation Accrual 48-120 Months	Vacation	2.3080	Per period	92.3200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		0.0000	8.0000	0.0000	9,999,999.9999
Sick		73.8480	61.5000	16.4846	9,999,999.9999
Vacation		92.3200	134.5000	84.3160	9,999,999.9999

Employee Number	Employee Name	Program	Status
11400	Grooms, MICHELLE	FIN-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	13.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V3	Vacation Accrual 120+ Months	Vacation	3.0770	Per period	123.0800	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		13.0000	20.7500	6.2500	9,999,999.9999
Sick		73.8480	61.3310	363.9614	9,999,999.9999
Vacation		123.0800	66.7500	133.8630	9,999,999.9999

PR Employee Leave Report (Detailed)

TOWN OF PEMBROKE PARK (1BPFD)

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Sort by: Employee Number

Employee Number	Employee Name	Program	Status
11500	CORNISH BROWN, MONTJOY	ADM-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	234.7500	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	61.5200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		234.7500	311.0000	21.2500	9,999,999.0000
Sick		73.8480	0.0000	97.3834	9,999,999.0000
Vacation		61.5200	0.0000	95.5160	9,999,999.0000

Employee Number	Employee Name	Program	Status
11660	HILL, BYRON R.	PWS-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V2	Vacation Accrual 48-120 Months	Vacation	2.3080	Per period	92.3200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		0.0000	8.2500	0.3700	9,999,999.9999
Sick		73.8480	73.1254	6.4626	9,999,999.9999
Vacation		92.3200	81.1246	81.9254	9,999,999.9999

Employee Number	Employee Name	Program	Status
11700	CHAVEZ, WERNER I.	ADM-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	61.5200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		0.0000	8.0000	0.0000	9,999,999.0000
Sick		73.8480	69.2500	26.7574	9,999,999.0000
Vacation		61.5200	20.5000	73.0080	9,999,999.0000

Employee Number	Employee Name	Program	Status
12100	Jimenez, Juan C.	ADM-RF	ACTIVE

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Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	31.3854	999,999.9999	0.0000
V3	Vacation Accrual 120+ Months	Vacation	3.0770	Per period	52.3090	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	16.0000	40.0000	9,999,999.0000
Other		0.0000	24.0000	56.0000	9,999,999.0000
Sick		31.3854	0.0000	31.3854	9,999,999.0000
Vacation		52.3090	0.0000	212.3090	9,999,999.0000

Employee Number	Employee Name	Program	Status
12350	Greene, Ramonda L.	SEF-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	61.5200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		0.0000	8.0000	0.0000	9,999,999.0000
Sick		73.8480	115.6304	4.3726	9,999,999.0000
Vacation		61.5200	66.8486	33.1214	9,999,999.0000

Employee Number	Employee Name	Program	Status
12500	Lawson, James	PWS-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	75.6942	999,999.9999	0.0000
V3	Vacation Accrual 120+ Months	Vacation	3.0770	Per period	97.7040	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		0.0000	0.0000	8.0900	9,999,999.9999
Sick		75.6942	68.5000	121.2526	9,999,999.9999
Vacation		97.7040	168.0000	71.6980	9,999,999.9999

Employee Number	Employee Name	Program	Status
12550	Brown, Patrick L.	SEF-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000

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S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	61.5200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		0.0000	0.0000	8.0000	9,999,999.0000
Sick		73.8480	108.1520	3.6924	9,999,999.0000
Vacation		61.5200	9.2640	123.3600	9,999,999.0000

Employee Number	Employee Name	Program	Status
12800	LOUIS, JEFFERY J.	CDE-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	5.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V2	Vacation Accrual 48-120 Months	Vacation	2.3080	Per period	92.3200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		5.0000	8.0000	22.0000	9,999,999.9999
Sick		73.8480	73.0000	192.4254	9,999,999.9999
Vacation		92.3200	0.0000	360.8640	9,999,999.9999

Employee Number	Employee Name	Program	Status
13250	Hill, Thomas T.	PRK-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	9.2310	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	7.6900	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	8.0000	40.0000	9,999,999.0000
Other		0.0000	0.0000	0.0000	9,999,999.0000
Sick		9.2310	0.0000	9.2310	9,999,999.0000
Vacation		7.6900	0.0000	7.6900	9,999,999.0000

Employee Number	Employee Name	Program	Status
13400	Mesa, Adrian	PRK-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	80.2500	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	75.6942	999,999.9999	0.0000
V3	Vacation Accrual 120+ Months	Vacation	3.0770	Per period	126.1570	999,999.9999	0.0000

Leave Totals

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Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		80.2500	75.2500	13.5000	9,999,999.9999
Sick		75.6942	70.0000	116.7268	9,999,999.9999
Vacation		126.1570	160.0000	86.4140	9,999,999.9999

Employee Number	Employee Name	Program	Status
13600	Mohammed, Ashira A.	COM-ES	ACTIVE

Employee Number	Employee Name	Program	Status
13750	Flores, Misael	PRK-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	60.5000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V2	Vacation Accrual 48-120 Months	Vacation	2.3080	Per period	91.5500	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		60.5000	57.5000	28.0000	9,999,999.9999
Sick		73.8480	85.5930	201.8014	9,999,999.9999
Vacation		91.5500	32.0000	247.3480	9,999,999.9999

Employee Number	Employee Name	Program	Status
13800	NEREUS, GARY	STW-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	97.2500	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	75.6942	999,999.9999	0.0000
V3	Vacation Accrual 120+ Months	Vacation	3.0770	Per period	126.1570	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		97.2500	92.2500	15.0000	9,999,999.9999
Sick		75.6942	19.0000	458.7720	9,999,999.9999
Vacation		126.1570	160.0000	135.4130	9,999,999.9999

Employee Number	Employee Name	Program	Status
14100	RAMIREZ, JOSELINE D.	CDE-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	38.7500	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V2	Vacation Accrual 48-120 Months	Vacation	2.3080	Per period	92.3200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
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Holiday	0.0000	48.0000	40.0000	9,999,999.0000
Other	38.7500	38.7500	8.0000	9,999,999.9999
Sick	73.8480	11.0000	142.8952	9,999,999.9999
Vacation	92.3200	25.2500	273.1380	9,999,999.9999

Employee Number	Employee Name	Program	Status
14350	Noel, Christian	FIN-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	4.2500	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	61.5200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		4.2500	12.2500	2.0000	9,999,999.0000
Sick		73.8480	57.2500	64.2394	9,999,999.0000
Vacation		61.5200	0.7500	148.4360	9,999,999.0000

Employee Number	Employee Name	Program	Status
14500	Price, Valerie	FIN-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V2	Vacation Accrual 48-120 Months	Vacation	2.3080	Per period	92.3200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		0.0000	16.2500	0.0000	9,999,999.9999
Sick		73.8480	39.2500	151.4044	9,999,999.9999
Vacation		92.3200	30.0000	236.2980	9,999,999.9999

Employee Number	Employee Name	Program	Status
14560	Taubenfeld, Harry	FIN-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	61.5200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		0.0000	8.0000	8.0000	9,999,999.0000
Sick		73.8480	40.0000	63.8494	9,999,999.0000
Vacation		61.5200	40.0000	55.5080	9,999,999.0000

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Employee Number	Employee Name	Program	Status
16000	WOODBURY, STEPHANIE M.	SEF-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	50.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	75.6942	999,999.9999	0.0000
V3	Vacation Accrual 120+ Months	Vacation	3.0770	Per period	126.1570	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		50.0000	50.0000	8.0800	9,999,999.9999
Sick		75.6942	66.5000	78.2588	9,999,999.9999
Vacation		126.1570	104.0000	179.7120	9,999,999.9999

Employee Number	Employee Name	Program	Status
16100	Myriam, Moise J.	PWS-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	74.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	61.5200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		74.0000	74.0000	8.0000	9,999,999.0000
Sick		73.8480	0.0000	141.6974	9,999,999.0000
Vacation		61.5200	37.2500	127.7840	9,999,999.0000

Employee Number	Employee Name	Program	Status
16300	Wallace, Timothy E.	PWS-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	75.6942	999,999.9999	0.0000
V2	Vacation Accrual 48-120 Months	Vacation	2.3080	Per period	66.1380	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		0.0000	16.0000	3.0000	9,999,999.9999
Sick		75.6942	162.7500	57.6704	9,999,999.9999
Vacation		66.1380	200.0000	35.1180	9,999,999.9999

Employee Number	Employee Name	Program	Status
19000	Davis, Dierdre E.	ADM-RF	ACTIVE

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Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	7.7500	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	61.5200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		7.7500	1.0000	14.7500	9,999,999.0000
Sick		73.8480	8.0000	69.6188	9,999,999.0000
Vacation		61.5200	0.0000	113.8120	9,999,999.0000

Employee Number	Employee Name	Program	Status
19100	Reutlinger, Susan	ADM-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	36.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	61.5200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		36.0000	44.0000	0.0000	9,999,999.0000
Sick		73.8480	4.7500	98.1784	9,999,999.0000
Vacation		61.5200	0.0000	103.5080	9,999,999.0000

Employee Number	Employee Name	Program	Status
19200	Martell, Marlen D.	ADM-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	31.3854	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	26.1460	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	16.0000	40.0000	9,999,999.0000
Other		0.0000	0.0000	0.0000	9,999,999.0000
Sick		31.3854	0.0000	31.3854	9,999,999.0000
Vacation		26.1460	0.0000	26.1460	9,999,999.0000

Employee Number	Employee Name	Program	Status
19500	Segree, Orville A.	ADM-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.5000	999,999.9999	0.0000

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S1	Sick Leave Accrual	Sick	1.8462	Per period	73.8480	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	61.5200	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	48.0000	40.0000	9,999,999.0000
Other		0.5000	9.7500	0.0000	9,999,999.0000
Sick		73.8480	83.7500	19.1784	9,999,999.0000
Vacation		61.5200	1.0000	102.5080	9,999,999.0000

Employee Number	Employee Name	Program	Status
19600	PAKULA, MARK A.	ADM-RF	ACTIVE

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued	Annual Limit	Next Accrual
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000	88.0000	0.0000
PD	PERSONAL DAY	Other	1.0000	Per unit	0.0000	999,999.9999	0.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	22.1544	999,999.9999	0.0000
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	18.4560	999,999.9999	0.0000

Leave Totals

Leave Type	Shelter Code	Accrued	Used	Remaining	Max. Remaining
Holiday		0.0000	8.0000	40.0000	9,999,999.0000
Other		0.0000	0.0000	0.0000	9,999,999.0000
Sick		22.1544	0.0000	22.1544	9,999,999.0000
Vacation		18.4560	0.0000	18.4560	9,999,999.0000

Report Totals

Attached Codes

Code	Description	Type	Current Rate	Apply	Accrued
HOLIDAY	Employee Paid Holiday	Holiday	0.0000	Per period	0.0000
P1	Personal Leave (Comp Time)	Other	1.5000	Per unit	4.5000
PD	PERSONAL DAY	Other	1.0000	Per unit	731.0000
S1	Sick Leave Accrual	Sick	1.8462	Per period	1,899.7398
V1	Vacation Accrual 0 - 48 Months	Vacation	1.5380	Per period	687.4860
V2	Vacation Accrual 48-120 Months	Vacation	2.3080	Per period	803.9280
V3	Vacation Accrual 120+ Months	Vacation	3.0770	Per period	651.5640

Leave Totals

Leave Type	Accrued	Used	Remaining
Holiday	0.0000	1,216.0000	1,160.0000
Other	735.5000	920.0000	251.0400
Sick	1,899.7398	1,423.6264	2,965.0306
Vacation	2,142.9780	1,345.5166	3,783.4770

PR Employee Leave Report (Detailed)

TOWN OF PEMBROKE PARK (1PBPDF)

10/5/2020 12:54:38 PM

Page 11

Sort by: Employee Number

Report Summary

Report Selection Criteria

Report Type: Detailed
Sort By: Employee Number
Status Type: Active
Skip employees without Leave Codes: No
Include subtotals: No
Vacation: Yes
Sick: Yes
PTO: Yes
Holiday: Yes
Compensation: Yes
Other: Yes
Page Break By Employee Number: No
Additional Filter: <None>

	Start	End
Employee Number:	Start	End
Employee Name:	Start	End
Program:	Start	End
Code:	Start	End
Status:	Start	End
Sort by UDF:	Start	End
Additional Filter:	Start	End

AGENDA ITEM REPORT



To: Commission
Subject: Health Reimbursement Account
Meeting: 10 14 2020 REGULAR COMMISSION MEETING - Oct 14 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

BACKGROUND INFORMATION:

In lieu of increasing the Health insurance deductible to the employees, the town has agreed to fund \$800 annually to each employee who is eligible.

FINANCIAL IMPACT:

18,400

RECOMMENDATION:

To fund the HRA accounts for the 23 employees who qualify



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

MEMORANDUM NO.: 20-020

DATE: September 16, 2020

TO: Juan C. Jimenez, Town Manager

FROM: Miguel A. Núñez, Building Official Miguel A. Núñez

RE: **PROPOSED BUILDING DEPARTMENT FEE SCHEDULE FOR FY20-21**

Digitally signed by Miguel A. Núñez
DN: cn=Miguel A. Núñez, o=Town of Pembroke
Park, ou=CBO,
email=mnunez@townofpembrokepark.com, c=US
Date: 2020.09.16 15:17:41 -0400

At this time, I would like to submit the Proposed Building Department Fee Schedule for the FY 20-21 (attached). This schedule is submitted as per the State Statutes §553.80.1(g); 553.80.7(a) and the Town of Pembroke Park Code of Ordinances §5.26.

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

Respectfully submitted.

Cc: Marlen Martell, Town Deputy Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/memos/2020/20-020.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/memos/2020/20-020.docx)



BUILDING DEPARTMENT **FY 2020-21 FEES**

PAYMENTS:

ALL PAYMENTS WILL ONLY BE ACCEPTED VIA CHECK AND/OR CREDIT CARD – NO CASH

VALUATION:

Permit valuation must be in accordance with the Florida building Code, Broward County Administrative Provisions (FBC-BCAP) §109.3 and 19.3.1, as follows:

109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at a time of application. Permit valuations, shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

109.3.1 The Building Official may require an estimate of the cost utilizing RS Means, copies of signed contract and/or other descriptive data as a basis for determining the permit fee.

PERMIT FEES: PER DISCIPLINE SHALL BE:

	Commercial	Residential
Minimum permit fee \$75.00 for all work value up to \$1,000.00		
Additional work to be charged as follows: (in commercial construction only will be in a cumulative basis)		
Work valued from \$1,001.00 to \$1,000,000.00	2.5 2.0%	2.0 1.5% (non-cumulative)
Work valued from \$1,000,001.00 to \$2,000,000.00	2.0 1.5%	
Work valued more than \$2,000,001.00	1.5 1.0%	

BASIC STAND-ALONE PERMITS (1 inspection): (Processing fee \$50.00 + Permit fee \$75.00 + County & State Fees):

- A/C Change out, exact replacement, ground units
- Electrical service change, fixtures, outlets replacement
- Plumbing fixtures replacement
- Water Heater, exact replacement
- Hurricane Shutter, Awning
- Minor repair

Not applicable

\$125.00 (plus fee surcharges)

BASIC STAND-ALONE PERMITS including CC (1-2 inspections):
(Processing fee \$50.00 + Permit fee \$75.00 + County & State fees + C.O.C. = \$35.00)

- Re-Roof (Mobile Home)

Not applicable

\$160.00 (plus fee surcharges)

- Window / Door replacement (Retrofit)
- Vinyl Siding

BASIC STAND-ALONE PERMITS with ZONING including CC:

(Processing fee \$50.00 + Permit fee = \$75.00 + Zoning fee = \$45.00 + CC = \$35.00 + County & State Fees):

- Carport replacement (exact replacement)
- Driveway replacement (exact replacement)
- Manufactured Shed
- Fence, Privacy Fence, Trellis
- Slab not for construction, Paver, Walkway

Commercial
Not applicable

Residential
\$205.00 (plus fee surcharges)

DEMOLITION / REMOVAL OF MOBILE HOME: (Processing fee \$50.00 + Permit fee \$250.00 (including Structural, Electrical, Plumbing, Mechanical and Zoning) + C.O.C. \$35.00 + County & State Fees).

Not applicable

\$335.00 (plus fee surcharges)

ANNUAL PREMISE PERMIT:

First trade (per building)

\$2,000.00 (plus fee surcharges)

\$1,000.00 (plus fee surcharges)

Each additional trade (per building)

\$500.00 (plus fee surcharges)

\$250.00 (plus fee surcharges)

PROCESSING FEES:

Commercial

Residential

\$0.00 - \$10,000.00

~~\$75.00~~ 50.00

~~\$75.00~~ 50.00

\$10,001.00 - \$20,000.00

~~\$100.00~~ 50.00

~~\$100.00~~ 50.00

\$20,001.00 - \$25,000.00

~~\$125.00~~ 50.00

~~\$125.00~~ 50.00

\$25,001.00 - \$35,000.00

~~\$150.00~~ 50.00

~~\$150.00~~ 50.00

\$35,001.00 - \$50,000.00

~~\$200.00~~ 50.00

~~\$200.00~~ 50.00

\$50,001.00 - \$75,000.00

~~\$250.00~~ 50.00

~~\$250.00~~ 50.00

\$75,001.00 - \$100,000.00

~~\$275.00~~ 50.00

~~\$275.00~~ 50.00

\$100,001.00 – or Greater

~~\$350.00~~ 50.00

~~\$350.00~~ 50.00

PLAN PROCESSING FEE AT TIME OF PERMIT SUBMITTAL:

Commercial

Residential

These fees are based on the **Value** of the work and are Non-Refundable; however, applied to permit fee at time of issuance.

\$0.00 - \$10,000.00

\$150.00

\$10,001.00 - \$20,000.00

\$175.00

\$20,001.00 - \$25,000.00

\$200.00

~~\$75.00~~

\$25,001.00 - \$35,000.00

\$225.00

(Flat fee)

\$35,001.00 - \$50,000.00

\$270.00

N/A

\$50,001.00 - \$75,000.00

\$325.00

\$75,001.00 - \$100,000.00

\$350.00

\$100,001.00 – or Greater

\$425.00

EARLY START AUTHORIZATION:

	Commercial	Residential
	\$500.00 250.00	\$250.00 100.00

PLAN REVIEW FEES:

	Commercial	Residential
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PLAN REVIEW FEES:	\$75.00	\$45.00
Initial review fee charged on ALL applications (per discipline).		(Flat fee)

SUBSEQUENT PLAN REVIEW FEES: per State Statute.

Fee charged for second and <u>third</u> all-subsequent reviews if review comments not cleared (per discipline).	\$75.00/hr. <u>or</u>	\$45.00
	<u>portion thereof</u>	(Flat fee)

<u>4th and subsequent disapprovals (4 x 1st disapproval fee)</u>	<u>\$300.00</u>	<u>\$180.00</u>
--	-----------------	-----------------

CHANGE OF PLAN:

Plans revised after permit is issued: (Review fee per hour, per reviewer/discipline).	\$75.00/hr. <u>or</u>	<u>N/A</u>
	<u>portion thereof</u>	

PRE-PLAN / DRY RUN PLAN REVIEW FEES:

(for plan review prior to application) - (\$400.00 Base fee and any additional hours will be at \$75.00/hr. (per discipline).)	\$400.00 +	<u>\$45.00</u>
		(Flat fee)

EXPEDITED PLAN REVIEW:

for plan review with application (per discipline)	\$150.00/hr.	<u>\$45.00</u>
		(Flat fee)

<i>REVIEW OF SPECIAL INSPECTOR REPORT, TRESHOLD REPORT OR ANY OTHER REPORT NEEDED AFTER PERMIT IS ISSUED.</i>	\$30.00	<u>N/A</u>
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MEETING: PER DISCIPLINE / PER HOUR:

Meetings requested after initial plan review and prior to issuance of permit by architects, engineers, or their duly authorized agent	\$75.00/hr.	<u>N/A</u>
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INSPECTION FEES:

	Commercial	Residential
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Inspections will be charged on ALL PERMITS – PER DISCIPLINE

- | | | |
|---|-------------------------------------|-----------------------------------|
| 1. 1st inspection | \$75.00 50.00/hr. | \$50.00/hr. |
| | <u>or portion thereof</u> | <u>or portion thereof</u> |
| 2. 2nd and all additional inspections determined at time of plan review | \$50.00/hr. | \$50.00/hr. |
| | <u>or portion thereof</u> | <u>or portion thereof</u> |
| 3. In progress inspections | \$50.00/hr. | \$50.00/hr. |
| | <u>or portion thereof</u> | <u>or portion thereof</u> |
| 4. If determined at time of plan review, that: | \$600.00 + | \$150.00 + |
| Commercial: 10 inspections or more will be required from all disciplines on a permit, an upfront inspection fee of \$600.00 will be applied and any additional inspections will be at \$50.00 per inspection – per discipline – Non-refundable. | \$50.00/hr. <u>per additional</u> | <u>\$50.00/hr. per additional</u> |

Residential: an upfront inspection fee of \$150.00 for the first (3) initial inspections will be applied and any additional inspections will be at \$50.00 per inspection – per discipline – Non-refundable.	<u>inspection (per discipline)</u>	<u>inspection (per discipline)</u>
NEW CONSTRUCTION: (SHELL ONLY): Inspection fee is 2.5% based <u>in the</u> of total SQ FT of building (this will include inspections for structural, electrical, mechanical, and plumbing)	2.5% (non-creditable to the building permit fees)	2.5% (non-creditable to the building permit fees)
OVERTIME INSPECTIONS: After hours and/or weekend (per discipline)	\$250.00 <u>For the first 3 hours; additional hours at \$75.00/hr.</u>	\$250.00 <u>For the first 3 hours; additional hours at \$75.00/hr.</u>
RE-INSPECTION FEES: <u>per State Statutes.</u> Partial approval or 1st disapproval of mandatory inspection 2nd disapproval (1-5 <u>2</u> x 1st disapproval fee) 3rd and subsequent disapprovals (2-3 <u>3</u> x 1st disapproval fee) <u>4th and subsequent disapprovals (4 x 1st disapproval fee)</u>	\$75.00 <u>50.00</u> <u>\$100.00</u> <u>\$150.00</u> <u>\$200.00</u>	\$75.00 <u>50.00</u> <u>\$100.00</u> <u>\$150.00</u> <u>\$200.00</u>
PENALTY FEE: Any work commenced prior to obtaining a permit is subject to double the base permit fee plus the fine indicated below for each trade:		
1. First Offense	\$250.00	\$250.00
2. <i>Second Offense</i>	\$500.00	\$500.00
<u>ADDITIONAL FEES:</u>	Commercial	Residential
Change of Contractor, Transfer of Permit (per discipline)	\$50.00	\$35.00
Permit card replacement only (no plan)	\$25.00	\$25.00
Approved job set plan replacement re-review: (per discipline)	\$75.00	\$35.00
Certificate of Completion (CC). (Minimum \$75.00)	5.0% per SF <u>\$75.00</u>	\$35.00
Certificate of Occupancy (CO). (Minimum \$75.00)	5.0% per SF	\$75.00
Temporary Certificate of Occupancy (TCO).	<u>\$350.00</u>	<u>N/A</u>
<u>Partial Certificate of Occupancy (PCO).</u>	<u>\$350.00</u>	<u>N/A</u>
Cancellation of application / plan review	Plan review fees with processing fees	Plan review fees with processing fees
Reinstatement of expired permit	50% Full-permit fee	50% Full-permit fee
40 Year Building Safety Inspection processing fee	\$350.00	\$350.00
Building Department Fees Fy21		

Application extension for 60 Days	<u>\$75.00</u>	<u>\$25.00</u>
Permit extension for 90 Days (each).	\$150.00	\$75.00
Backflow recertification	\$91.00 <u>50.00</u>	\$91.00 <u>50.00</u>
Technology fee on credit card	3%	3%
Bank Charge / NSF check / Returned check	\$35.00	\$35.00

DOCUMENT REPRODUCTION AND SCANNING FEES:

Commercial

Residential

COST OF SCANNING: Conversion of paper plans and documents to digital format by scanning (per sheet)

Service fee: (to be applied to all permit applications).	\$20.00	\$20.00
Documents/Sheet up to and including 11"x17" (each side)	\$0.25	\$0.25
<u>Documents/Sheet larger than 11"x17" (each side)</u>	<u>\$4.00</u>	<u>\$4.00</u>

COST OF REPRODUCTION: Conversion to paper plans and documents from digital format by printing in house (per sheet)

Sheets up to 8-1/2"x14" (each side)	\$0.25	\$0.25
<u>Sheets larger than 8-1/2"x14" up including 11"x17" (each side)</u>	<u>\$0.35</u>	<u>\$0.35</u>
<u>Documents larger than 11"x17"</u>	<u>\$8.00</u>	<u>\$8.00</u>
<u>CD-ROM / FLASH DRIVE.</u>	<u>\$10.00</u>	<u>\$10.00</u>

UNSAFE STRUCTURES ENFORCEMENT FEES:

Commercial

Residential

Enforcement Fees: Inspections of vacant, boarded-up/secure structures and/or unsafe buildings or structures (as per Section 116 of the Florida Building Code, Broward County Administrative Provisions) shall be a minimum as noted plus, the following enforcement case fees:

	<u>\$20.00</u>	<u>\$20.00</u>
	<u>per quarter hour) +</u>	<u>per quarter hour) +</u>
• <u>Case Processing Fee, each</u>	<u>\$400.00</u>	<u>\$400.00</u>
• <u>Photographs, each</u>	<u>\$2.50</u>	<u>\$2.50</u>
• <u>Initial Inspection Fee</u>	<u>\$150.00</u>	<u>\$150.00</u>
• <u>Re-Inspection Fee, each</u>	<u>\$75.00</u>	<u>\$75.00</u>
• <u>Posting of Notices, each</u>	<u>\$40.00</u>	<u>\$40.00</u>
• <u>Unsafe Structures Board Processing Fee</u>	<u>\$150.00</u>	<u>\$150.00</u>
• <u>Title Search</u>	<u>\$20.00</u>	<u>\$20.00</u>
• <u>Court Reporting Transcription</u>	<u>Actual Cost</u>	<u>Actual Cost</u>
• <u>Legal Advertising, each</u>	<u>Actual Cost</u>	<u>Actual Cost</u>
• <u>Permit Fees</u>	<u>Actual Cost</u>	<u>Actual Cost</u>
• <u>Lien/Recording/Cancellation of Notices, each</u>	<u>Actual Cost</u>	<u>Actual Cost</u>
• <u>Bid Processing Fee</u>	<u>\$200.00</u>	<u>\$200.00</u>
• <u>Demolition/Secure Services</u>	<u>Actual Cost</u>	<u>Actual Cost</u>

NOTES:

FOR FIRE PLAN REVIEW AND INSPECTIONS: BROWARD COUNTY ORDINANCE FEE SCHEDULE REFER TO ZONING & ENGINEERING FEE SCHEDULE FOR THEM.

RESOLUTION NO. 2020-115

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A SCHEDULE OF BUILDING PERMIT AND PROCESSING FEES FOR THE TOWN OF PEMBROKE PARK BUILDING DEPARTMENT; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 5-26, Pembroke Park Code of Ordinances, provides that the Town Commission shall promulgate and establish by resolution a schedule of building permit and processing fees to be assessed and collected within Town by the Town Building Department; and

WHEREAS, the Chief Building Official has recommended that the Town amend the schedule of building permit and processing fees for the fiscal year 2020-2021.

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

Section 1: That pursuant to the provisions of Section 5-26, Pembroke Park Code of Ordinances, the Town Commission does hereby promulgate and establish a schedule of building permit and processing fees to be assessed and collected by the Town Building Department within the Town as shown on the schedule of building permit and processing fees on file with the Town Clerk and by reference made a part hereof.

Section 2: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

Town of Pembroke Park
Resolution No. 2020-115

Section 4: That this Resolution shall be in force and take effect on November 1, 2020.

PASSED AND ADOPTED this 14th day of October, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA P. ANDERSON
Town Attorney

L:\Lisette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020-Establishing Building Permit & Processing Fees
FN22972E.docx

AGENDA ITEM REPORT



To:

Subject: Renewal for Adobe Acrobat 1 year License

Meeting: 09 23 2020 - DRAFT AGENDA - WORKSHOP COMMISSION MEETING -
September 23, 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

State of FL NASPO Software contract #ADSP016-138244

FINANCIAL IMPACT:

The cost is \$ 5,261.10, I would ask the commission approve not to exceed 7000.00 in case we need to add new users

RECOMMENDATION:

To Purchase from Insight for Renewal of Adobe License

ATTACHMENTS:

[Quotation #0222747708 - Town Of Pembroke Park](#)

	Status:
Town Clerk, Deputy Town Clerk	Approved - Sep 14 2020
Finance director, Finance & Budget Director	Approved - Sep 16 2020
Town Attorney, Town Attorney	Pending
JC Jimenez, Town Manager	None

SOLD-TO PARTY 11115292

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

SHIP-TO PARTY

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

Quotation

Quotation Number : [222747708](#)
Document Date : 14-SEP-2020
PO Number :
PO Release :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : 4804096992
Sales Rep 2 : Janis McCoy
Email : JANIS.MCCOY@INSIGHT.COM
Telephone : 8136377048

We deliver according to the following terms:

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

Material	Material Description	Quantity	Unit Price	Extended Price
65297930BC02A12	Adobe Acrobat Pro DC for teams - Team Licensing Subscription Renewal (monthly) - 1 user - GOV - Value Incentive Plan - level 2 (10-49) - Win, Mac - Multi North American Language VIPG 12 MONTH SUB RENEWAL L2 50-249 (IPS ONLY) Coverage Dates: 19-SEP-2020 - 18-SEP-2021 STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244 / 43230000-NASPO-16-ACS-SOFTWARE VAR) LICENSE : 0272B2072CC46892E48A DEPLOY DATE : 14-SEP-2020	30	175.37	5,261.10
Product Subtotal				5,261.10
TAX				0.00
Total				5,261.10

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

Sincerely,

Ricardo Pryor
4804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Janis McCoy
8136377048
JANIS.MCCOY@INSIGHT.COM
Fax 8136377093

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

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

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SHIP-TO PARTY

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AGENDA ITEM REPORT



To:

Subject: Air conditioning for the server room.

Meeting: 09 23 2020 - DRAFT AGENDA - WORKSHOP COMMISSION MEETING -
September 23, 2020

Department: Building

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

quote is not budgeted but funds available via the surplus Building Department. Kool Flow will remove old unit from the old server room and install new unit in the new server room.

FINANCIAL IMPACT:

Total \$5,690.00 I would ask that the total not exceed \$7,000.00

RECOMMENDATION:

To use Kool Flow air conditioning to install the new unit.

ATTACHMENTS:

[Estimate 2765 - revised](#)
[estimate_10000000262](#)
[Town of Pembroke Park](#)

Kool Flow Inc.

5945 SW 21st Street
 West Park, FL 33023 US
 (954)962 8843
 service@koolflowair.com



Estimate

ADDRESS

Mark Pakula

ESTIMATE # 2765

DATE 09/04/2020

PROJECT NAME:

Pembroke Park Bldg. ITT Room

ACTIVITY	QTY	AMOUNT
SERVICE AGREEMENT: Upon approval, this estimate will be a contract of service between Mark Pakula "Client" and Kool Flow Inc. "Contractor" for the services to perform at the following project.	1	0.00T
SCOPE OF WORK: Contractor shall render the following services: - Furnish and install one (1) 24,000 (2-TON) BTU Mitsubishi mini split unit - Furnish and install one (1) refrigerant line set - Furnish and install one (1) condensate drain line - Furnish and install one (1) line cover - Furnish and install two (2) air supply - Furnish and install condenser tie down details - Furnish one (1) heat load calculation - Permit fees - Demolition of existing mini-split system downstairs - Labor fees	1	5,690.00
Additional Comments: License & Insured CAC1816347	1	0.00T
CHANGE ORDER: Items that are not expressly written are not included. Additional service is available upon request and is subject to separate ticketing and charges. All additional services and materials will be regarded as a "Contractor" requires FULL PAYMENT on all change orders.	1	0.00T
LIMITED WARRANTY: All materials, parts, and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by Contractor is warranted for 30 days or as otherwise indicated in writing. Contractor makes no other warranties, express or implied, and its agents or technician are not authorized to make such warranties on behalf of the Contractor.	1	0.00T
NEW COMPLETE AC SYSTEMS: Once registered, units are allotted a 10-year warranty from the manufacturer, and a 1-year warranty on labor following the start-up date.		
CLIENT ACCEPTANCE: If these terms and conditions accurately summarize and confirm your understanding of your Contractor-Client relationship, please indicate your approval and acceptance by dating, signing and returning this letter to us. We appreciate the opportunity to be of service to you and believe this Estimate accurately	1	0.00T

ACTIVITY

QTY

AMOUNT

summarizes the significant terms of our agreement. if you have any question, please let us know This agreement will continue in effect for future work, after completion of this project unit canceled by either party.

PO: Pembroke Park Bldg. ITT Room

SUBTOTAL

5,690.00

TAX

0.00

License & Insured

TOTAL

\$5,690.00

CAC1816347

Accepted By

Accepted Date



3240 W Hallandale Beach Blvd
Pembroke Park FL 33023
(954) 966-8609 / (954) 214-2242
ateam@actionairinc.com

Estimate

ESTIMATE#	10000000262
DATE	08/28/2020
PO#	1.5 ton 14 SEE

CUSTOMER
TOWN OF PEMBROKE PARK c 3150 SW 52 AVE PEMBROKE PARK FL 33025

SERVICE LOCATION
3150 SW 52 AVE PEMBROKE PARK FL 33025

DESCRIPTION	Scope of this project includes the following: 1. New 2 ton Mitsubishi mini split unit straight cool only installed in server room. 2. Install new refrigeration lines from evaporating unit to condensing unit down the wall and covered with line chase. 3. Install auxiliary drain pan under evaporator unit with a drainpipe out the wall. 4. Remove one supply drop in the center of the room and cap off. 5. Install 2 new 24 x 24 supply grills Northwest and Southwest corners blowing to the center of the room. 6. Remove old mini split unit from the old server room and plug wall with concrete.
-------------	--

Estimate

Description	Qty	Rate	Total
2 ton Mitsubishi mini split MUZ-GL24NA-U2 MSZGL24NAU1	1.00		2,808.57
DLCREW Labor charge replacement two-man crew.	2.00		1,480.00
PERMITNOT \$125-\$375 Permit fees or additional requirements by cities are not included.	1.00		0.00
ENG Signed and sealed engineering drawings for attachment Condensing unit or package units this is a requirement of the building department.	1.00		275.00
Line Set Refrigeration lines set with foam rubber insulation	1.00		175.00
10LCCE 10 Foot Sheet-Metal Line Chase Closed End..Includes Mounting Hardware, Caulking Spray Foam.	1.00		85.00
DuctWork SET UP FOR ATTIC INSULATION INCLUDES THE FOLLOWING: Will furnish labor and materials needed to install 2 new supply and remove 1 old.	1.00		450.00

Description	Qty	Rate	Total
NSMISC New sales miscellaneous items	1.00		150.00
AHRS36 Aluminum Hurricane Wall bracket Condensing Unit 36 inches.	1.00		175.00
AASEW Action Air Inc. standard warranty one-year labor on all new equipment installed.	1.00		0.00
Exempt		0.00%	0.00

CUSTOMER MESSAGE

I the signer have the authority to order the work that is outlined above, and will personally guarantee payment to the seller. I also agree that final payment is due upon completion. If all monies are not paid in full signer agrees to pay liquidated damages \$10 per day. If seller takes any action to collect monies owed, signer agrees to pay all costs of collection including attorneys fees. Warranty is as outlined above standard service hours 9 A.M. to 5 PM Monday through Friday.

Estimate Total:

\$5,598.57

PRE-WORK SIGNATURE

Air conditioning-Heat Pumps

We Sell

We Install

We Service

CAPITAL AIR CONDITIONING

2951 Simms Street Hollywood, FL 33020
(954) 792-4942 Fax: (954) 797-0029

Air conditioning-Heat pumps

Broward

Palm Beach

Dade

PURCHASER TOWN OF PEMBROKE PARK N E

PURCHASER'S ADDRESS 3150 SW 52 AVE PHONE

SELLER'S PROPOSAL

AIR CONDITIONING REPLACEMENT -- REMOVE AND DISPOSE OF THE EXISTING MITSUBISHI 1 1/2 TON UNIT

COMPLETE INSTALLATION OF ONE NEW MITSUBISHI 1 1/2 TON SYSTEM

RELOCATE THIS SYSTEM WITH A NEW SLAB . FREON LINES AND DRAIN LINE

RELOCATE ONE A/C DUCTWORK OUTLET AND SEAL OLD PIPE HOLES

FIVE YEAR COMPRESSOR AND ONE YEAR PARTS AND ONE YEAR LABOR WARRANTY

TOTAL PRICE \$3685.00 MAIN ELECTRIC BY OTHERS

We propose to furnish materials and/or
Labor specified above in consideration of the
Following Sums:

\$..... Labor and/or Materials
\$..... Less Trade-In Allowance
\$..... Sales Price
\$+ PERMIT... Add for Options

Supply Grilles Return Grilles
Payments to be made as follows:

\$.....0..... % Non refundable Deposit with order
(Received by)
\$..... % Pymt. Installation of Ref. & Drain Lines
\$..... % Pymt. Rough-In of Duct Work
\$..... % Pymt. Delivery of Outdoor Equipment
\$.3685... % Pymt. Balance when Installation is complete

*Installation complete means when the system is capable of operation as determined by Seller, regardless of the availability of electrical power.

General

The seller agrees to assign to the Purchaser all manufacturers warranties, WHICH SHALL BE IN LEIU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, WHICH ARE HERE EXCLUDED.
The Purchaser agrees that title to the equipment shall remain with the Seller until all monies have been paid; and in the event of default that the seller may repossess or replevin the equipment without notice to the Purchaser, and in the event of a replevin action, the Purchaser waives a preliminary hearing.
The Seller shall not be held responsible for delays in delivery and/or completion of the work for such delays as caused by acts of others, strikes, riots, war, emergencies, inclement weather, casualty, or other contingencies beyond the Sellers control.
All risk of loss or damage to the equipment, materials, and/or work shall be borne to the Purchaser; and Purchaser shall insure all equipment, work, and materials in an amount equal to the sales price against fire, theft, casualty and windstorm. Purchaser releases Seller from any liability, loss, damages, or expenses as a consequence of the system malfunctioning.
The Purchaser, if a tenant of a landlord, warrants to the seller that he has approval from the landlord for this installation, and that all of the Sellers mechanical equipment does not become part of the realty and may be freely repossessed without permission from the landlord should replevin action become necessary.
All delinquent payments shall bear interest of eighteen percent (18%) per annum.
The Purchaser shall pay all Attorneys' fees incurred by the seller by enforcing this contract, together with cost and any Attorneys' fees on appeal.
LIMITED WARRANTIES: Seller does not guarantee or offer a warranty on any parts or equipment. It is understood that all parts and equipment used are provided by the manufacturer and may be subject to a full limited warranty by the manufacturer, and Seller assumes no responsibility for defects of any kind on said parts and equipment. Seller does warrant all necessary labor for a period of 1 YR from the completion of installation. Said labor will be performed only during Seller's normal working hours, and, if Purchaser request emergency service outside normal working hours, there will be an additional charge. Warranty work specifically excluded from this limited warranty is replacing blown fuses, resetting circuit breakers, replacing burned out disconnects, improper setting of thermostat, changing filters, any calls for service not directly related to mechanical equipment faults and normal maintenance outlined in the owners manual.

Proposal Date 7 - 10 - 20

Effective Until

PURCHASERS-SELLERS ACCEPTANCE

I/WE have read the proposal, have received an exact copy, and accept the proposal this day of , 20
subject to the provisions and conditions above; personally guaranteed by:
This agreement subject to acceptance by an authorized officer of the seller.

By
Authorized Signature for Purchaser

Salesman PETE CALLAHAN
(Seller)

By
Personal Guarantee

Accepted By
Authorized Signature for Seller Officer of Corp.

Kool Flow Inc.

5945 SW 21st Street
 West Park, FL 33023 US
 (954)962 8843
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Estimate

ADDRESS

Mark Pakula

ESTIMATE # 2765

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License & Insured

TOTAL

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CAC1816347

Accepted By

Accepted Date



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(954) 792-4942 Fax: (954) 797-0029

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Dade

PURCHASER TOWN OF PEMBROKE PARK N E

PURCHASER'S ADDRESS 3150 SW 52 AVE PHONE

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TOTAL PRICE \$3685.00 MAIN ELECTRIC BY OTHERS

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\$..±. PERMIT... Add for Options

Supply Grilles Return Grilles
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Proposal Date 7 - 10 - 20

Effective Until

PURCHASERS-SELLERS ACCEPTANCE

I/WE have read the proposal, have received an exact copy, and accept the proposal this day of , 20
subject to the provisions and conditions above; personally guaranteed by:
This agreement subject to acceptance by an authorized officer of the seller.

By
Authorized Signature for Purchaser

Salesman PETE CALLAHAN
(Seller)

By
Personal Guarantee

Accepted By
Authorized Signature for Seller Officer of Corp.

AGENDA ITEM REPORT



To:

Subject: Blue Beam software for the Building Department

Meeting: AGENDA - WORKSHOP COMMISSION MEETING - September 23, 2020

Department: Building

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is required software for the new enterprise software that the Building department will need.

FINANCIAL IMPACT:

The total is \$6132.48 I would ask that the commission approve not to exceed \$7500.00.

This is not budgeted but funds available via the surplus Building Department.

RECOMMENDATION:

The Town purchase Bluebeam software from Taradigm.

ATTACHMENTS:

[BLUEBEAM 2020 quote](#)

[City of Pembroke Park](#)

[Quote #D2106](#)



(866) 847-7515
Fax: (916) 200-0426
info@taradigm.com
www.taradigm.com/

Proposal # 19530

Issued: 2020-07-13
Expiration: 2020-08-30

Prepared For	Prepared By
Mark Pakula (954) 701-4345 mpakula@townofpembrokepark.com	Brien Harvey bharvey@taradigm.com (916) 436-8043

SKU	Name	Price	QTY	Subtotal
859463006414 1-49	Revu 2019 Standard (1-49)	\$286.18	10	\$2,861.80
893645001514	Bluebeam Studio Prime Level 1 (up to 100 users)	\$1,918.80	1	\$1,918.80
859463006513 1-49	Standard Annual Maintenance - New (1-49) OPTIONAL	\$79.20	10	\$792.00
859463006810	Enterprise Licensing OPTIONAL	\$8.00	10	\$80.00
TD0001	Bluebeam Essentials Hands-on, Self-paced Monthly Subscription	\$39.99	12	\$479.88
				\$6,132.48

Subtotal **\$6,132.48**

Total \$6,132.48

Terms

General Page 2 of 6

TAVCO

Services, Inc.

Mark Pakula

SOLD TO City of Pembroke Park

3150 S.W. 52nd Ave

Pembroke Park, 33023

United States of America

954-701-4345

mpakula@townofpembrokepark.com

SHIP TO City of Pembroke Park

3150 S.W. 52nd Ave

Pembroke Park, 33023

United States of America

SALESPERSON
Brian Kennard

QUANTITY	PRODUCT ID	DESCRIPTION
10	Bluebeam Standard	Bluebeam Revu Stanardard - New License (USA)
10	Bluebeam Standard	Bluebeam Revu Stanardard - Annual Maintenance and & Support USA
10	Bluebeam Enterprise	Bluebeam Revu Enterprise Licensing - Annual Subscription Per Seat
12	Bluebeam University	Bluebeam Revu University 2018-2019 on Demand Training
		Tavco Bundle Discount

I Accept the terms of this quotation (sign below to place order)

Signed: _____ Name: _____
 Title: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!
 TAVCO Services, Inc. 866-254-8590

All Things Wide Format:

Plotters, Scanners, Service, Software, and Supplies

Wide-format printing and imaging specialists since 1984

7/21/2020

DATE Friday, September 18, 2020

Primary User #

CUSTOMER PO #

*To place order: Sign quote for authorization and
fax to 512-252-4828 or email: sales@tavco.net*

PAYMENT TERMS	QUOTE EXPIRES	SHIPPING TERMS
on receipt	30 days from date above	see below

	Unit Price	Price
	\$349.00	\$3,490.00
	\$99.00	\$990.00
	\$10.00	\$100.00
	\$99.00	\$1,188.00
	(\$100.00)	(\$100.00)
	SUBTOTAL	\$5,668.00
	SALES TAX	
	TOTAL	\$5,668.00

S!
www.tavco.net

Quote #D2106
Jul 17, 2020

**SHIPPING ADDRESS**

Mark Pakula

United States

CUSTOMER

Mark Pakula

United States

PAYMENT

Pay online

ITEMS	PRICE	QTY	ITEM TOTAL
 Bluebeam Revu Standard 2019 Bluebeam Revu Standard 2019 SKU: 1407	\$349.00	10	\$3,490.00
 Bluebeam Revu Standard 2019 - Annual Maintenance Bluebeam Revu Standard 2019 - Annual Maintenance & Support (Price Tier 1 - 49) SKU: 3347	\$99.00	10	\$990.00
 Bluebeam - Enterprise Licensing - Annual Subscription Bluebeam - Enterprise Licensing - Annual Subscription SKU: 15876	\$10.00	10	\$100.00
 Bluebeam University - Revu Basics Bluebeam University - Revu Basics SKU: 15373	\$99.00	12	\$1,188.00

NOTES	DR#D2106 :	Discount	-\$169.00
	https://novedge.com/admin/draft_orders/549014208570	Subtotal	\$5,599.00
		Shipping	\$0.00
		TOTAL (USD)	\$5,599.00

Thank you for shopping with us!

NOVEDGE

2288 Fulton St. , Berkeley, CA, 94704, United States

7/17/2020

Order Printer Pro

info@novedge.com
novedge.com

RESOLUTION NO. 2020-119

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA REMOVING COMMISSIONER JACOBS AS CLERK-COMMISSIONER AND APPOINTING _____ AS CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commission of the Town of Pembroke Park previously designated Commissioner Jacobs as Clerk-Commissioner; and

WHEREAS, the Commission deems it appropriate to remove the Commissioner Jacobs from his position as Clerk-Commissioner and appoint Commissioner ____ as Clerk-Commissioner.

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

Section 1: That Commissioner Jacobs shall no longer serve as Clerk-Commissioner.

Section 2: That Commissioner _____ shall henceforth serve as Clerk-Commissioner.

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

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

PASSED AND ADOPTED this 14th day of October, 2020.

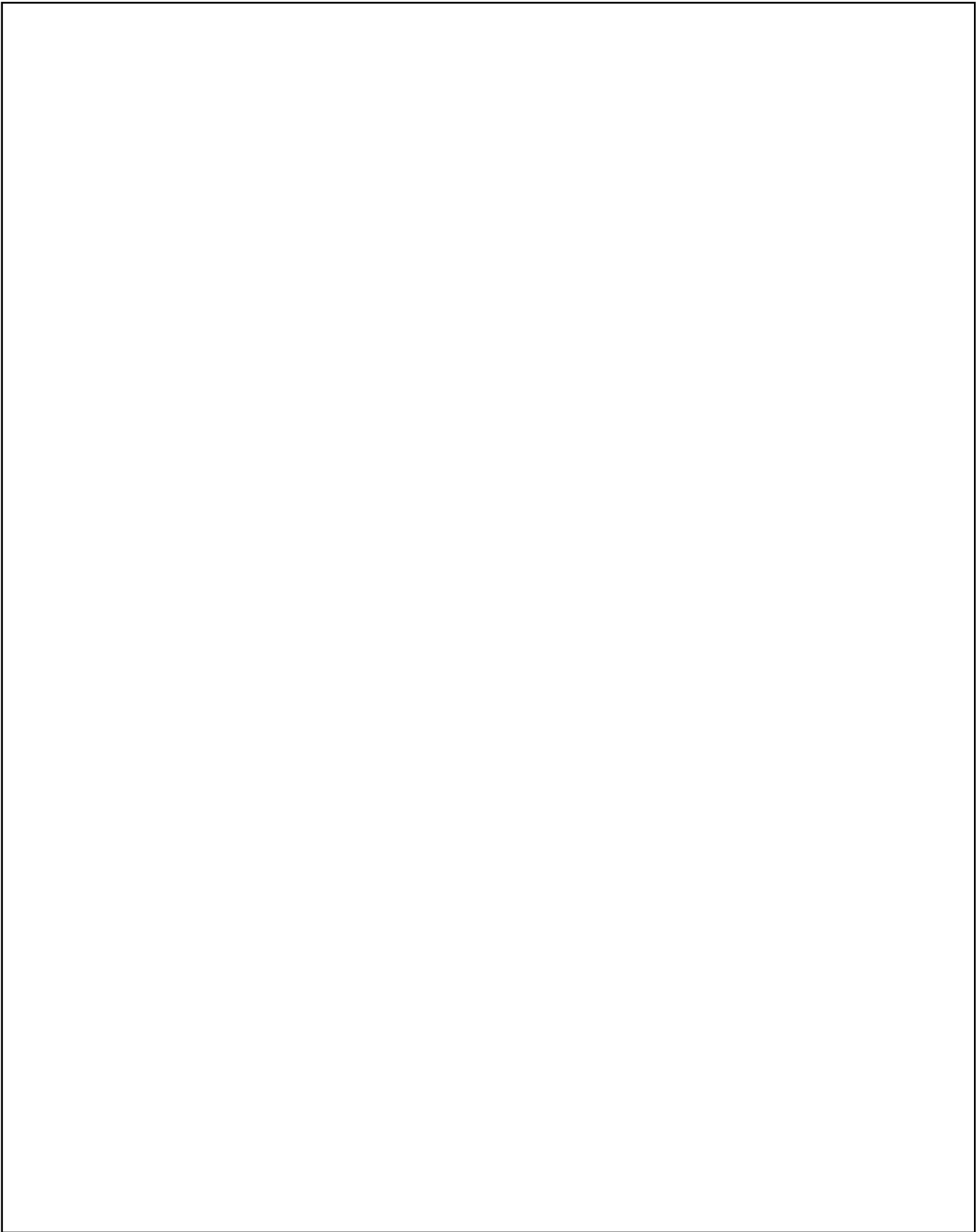
ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA ANDERSON
Town Attorney



RESOLUTION NO. 2020-120

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA REMOVING COMMISSIONER JACOBS AS POLICE-LIAISON AND APPOINTING _____ AS POLICE-LIAISON OF THE TOWN OF PEMBROKE PARK, FLORIDA; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commission of the Town of Pembroke Park previously designated Commissioner Jacobs as Police-Liaison; and

WHEREAS, the Commission deems it appropriate to remove the Commissioner Jacobs from his position as Police-Liaison and appoint Commissioner ____ as Police-Liaison.

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

Section 1: That Commissioner Jacobs shall no longer serve as Police-Liaison.

Section 2: That Commissioner _____ shall henceforth serve as Police-Liaison.

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GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA ANDERSON
Town Attorney

RESOLUTION NO. 19-04-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPOINTING AND DESIGNATING A MAYOR, VICE-MAYOR, AND CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Statutes of the State of Florida and Charter of the Town of Pembroke Park, a General Election for the purpose of electing five (5) members of the Commission of the Town of Pembroke Park was held on March 12, 2019; and

WHEREAS, four (4) of the candidates for Town Commissioner did not draw an opponent, and they were elected without opposition, and the only contested election was for District 4 Commissioner; and

WHEREAS the results of the election for District 4 Commissioner have been canvassed by the Broward County Canvassing Board pursuant to law, and the Canvassing Board has certified the election of Reynold Dieuveille as District 4 Commissioner for Town of Pembroke Park; and

WHEREAS, said Broward County Canvassing Board has certified that the following individuals have been duly elected as members of the Commission of the Town of Pembroke Park, to wit:

District 1:	GEORGINA COHEN
District 2:	HOWARD P. CLARK, JR.
District 3:	GEOFFREY JACOBS
District 4:	REYNOLD DIEUVEILLE
District 5:	ASHIRA A. MOHAMMED

WHEREAS, said individuals have taken and subscribed to the Oath of Commissioner of the Town of Pembroke Park, in accordance with the provisions of the statutes of the State of Florida and Charter of Town of Pembroke Park; and

WHEREAS, as a result of the foregoing, said individuals do now constitute the Commission of the Town of Pembroke Park, having been duly elected and qualified for said office; and

WHEREAS, Section 9, Charter of Town of Pembroke Park, provides that at the first regular meeting of the Commission following every election there shall be appointment by said Commission from its membership one individual to serve as Mayor, one individual to serve as Vice-Mayor, and one individual to serve as Clerk-Commissioner; and

WHEREAS, the first regular meeting of the Commission following the March 12, 2019 election is April 10, 2019, and said Commission desires to make the aforesaid appointments in accordance with the provisions of the Charter of the Town of Pembroke Park.

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

Section 1: That Ashira A. Mohammed, be and she is hereby designated and appointed as Mayor of the Town of Pembroke Park, Florida.

Section 2: That Howard P. Clark, Jr., be and he is hereby designated and appointed as Vice-Mayor of the Town of Pembroke Park, Florida.

Section 3: That Geoffrey Jacobs, be and he is hereby designated and appointed as Clerk-Commissioner of the Town of Pembroke Park, Florida.

Section 4: That the designated and appointed Mayor, Vice-Mayor, and Clerk-Commissioner shall serve in their respective offices until their resignation, removal according to law, or their successor is duly designated and appointed by the Commission.

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

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

PASSED AND ADOPTED this 10th day of April, 2019.

Ashira A. Mohammed
Mayor-Commissioner

ATTEST:

Natasha Joseph
Deputy Town Clerk

L:\Michael\Partners\Chris\Town\Resolutions\Resolution No. 19-04-08.FN24258E.docx

RESOLUTION NO. 19-04-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPOINTING AND DESIGNATING AN ACTING CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commission of the Town of Pembroke Park has heretofore designated one of its members as Clerk-Commissioner; and

WHEREAS, said Clerk-Commissioner may be absent from the Town of Pembroke Park from time to time or disabled to the extent that the Clerk-Commissioner will be unable to perform the functions of Clerk-Commissioner, including the signing of checks drawn on various accounts of Town of Pembroke Park; and

WHEREAS, the Commission deems it appropriate to provide for a member of the Commission to act in the absence or disability of the Clerk-Commissioner for the signing of checks and other official duties.

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

Section 1: That Reynold Dieuveille be and he is hereby designated and appointed as Acting Clerk-Commissioner of the Town of Pembroke Park, Florida to serve in the absence or disability of the Clerk-Commissioner.

Section 2: That the designated and appointed Acting Clerk-Commissioner shall serve in said office until his resignation, removal according to law, or a successor is duly designated and appointed by the Commission.

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

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

PASSED AND ADOPTED this 10th day of April, 2019.

Ashira A. Mohammed
Mayor-Commissioner

ATTEST:

Natasha Joseph
Deputy Town Clerk

L:\Michael\Partners\Chris\Town\Resolutions\Resolution No. 19-04-09.FN24258E.docx

RESOLUTION NO. 19-04-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA PROVIDING FOR THE AUTHORIZED SIGNATURES ON THE SEVERAL ACCOUNTS OF THE TOWN OF PEMBROKE PARK, FLORIDA WITH THE VARIOUS DEPOSITORIES DESIGNATED BY THE TOWN OF PEMBROKE PARK; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park, Florida, has heretofore designated various financial institutions as depositories for the accounts of the Town of Pembroke Park, Florida, including, but not limited to, checking accounts, savings accounts and Certificates of Deposit; and

WHEREAS, the Mayor, Vice-Mayor, Clerk-Commissioner, and Acting Clerk-Commissioner are *ex officio* authorized signatories on all of said accounts in their capacity as Mayor, Vice-Mayor, Clerk-Commissioner, and Acting Clerk-Commissioner; and

WHEREAS, in the Resolutions designating the various financial institutions as depositories for the funds of the Town of Pembroke Park, the Commission resolved to advise said depositories by Resolution of any change in the authorized signatories on said accounts whenever said change would occur, as a result of the change in the incumbency of said office, or otherwise; and

WHEREAS, the Commission of the Town of Pembroke Park has, by Resolution of even date, designated certain individuals as Mayor, Vice-Mayor, Clerk-Commissioner, and Acting Clerk-Commissioner in accordance with the dictates of the Charter of the Town of Pembroke Park, and Pembroke Park Code of Ordinances; and

WHEREAS, the Commission of the Town of Pembroke Park desires to give notice to the several depositories of the funds of the Town of a change in the authorized signatories on the several accounts maintained by the Town of Pembroke Park with said depositories.

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

Section 1: That the following individuals shall be the authorized signatories in the capacity as shown herein on the several accounts of the Town of Pembroke Park with the financial institutions Town has heretofore designated as depositories in the same form, fashion and manner as heretofore provided in the several Resolutions adopted by the Town of Pembroke Park and submitted to said depositories as follows:

Ashira A. Mohammed	Mayor
Howard P. Clark, Jr.	Vice-Mayor
Geoffrey Jacobs	Clerk-Commissioner
Reynold Dieuveille	Acting Clerk-Commissioner

Section 2: That all checks, withdrawals, drafts, or other items withdrawing funds from said accounts, or authorizations in connection therewith, shall be signed by two individuals which shall be either the Mayor or the Vice-Mayor in the absence or disability of the Mayor, and either the Clerk-Commissioner, or the Acting Clerk-Commissioner in the absence or disability of the Clerk-Commissioner.

Section 3: That no individual, other than as set forth in Section 1 hereof, shall be an authorized signatory on any of the accounts of the Town of Pembroke Park with its heretofore designated depositories.

Section 4: That all provisions of all Resolutions heretofore adopted by the Commission of the Town of Pembroke Park, and not subsequently amended or modified by this or other Resolutions as on file with the heretofore designated depositories, shall remain in full force and effect.

Section 5: That all the foregoing authorities shall be and continue in full force and effect until revoked or modified by written notice actually received by the Town's depositories setting forth a Resolution to that effect stated to have been adopted by the Commission, and said depositories are hereby authorized and directed to, at all times, rely upon the last written notice

received by it, of any Resolution as to the foregoing authorities and as to the persons from time to time are its officials, and the Town of Pembroke Park signatories.

Section 6: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 7: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 10th day of April, 2019.

Ashira A. Mohammed
Mayor-Commissioner

ATTEST:

Natasha Joseph
Deputy Town Clerk



Law Offices
Maricopa County Central Office
Employment Law Unit

To Whom It May Concern:

I am writing on behalf of Geoff Jacobs. I have known Geoff for almost 25 years, starting when he was an undergraduate student in my Introduction to Criminal Justice course. He was a thoughtful student, one who was always willing to volunteer his opinions and experiences. After he finished his class, he volunteered to return to the class to speak about his law enforcement career.

After Geoff left law enforcement, he started his own transportation company and became successful as a local business owner. Geoff followed all of the business laws and researched the statutes, so he knows what was expected of him in regards to his business.

Geoff decided to move to Florida to start a new chapter in his life. His new community is lucky to have him. We speak regularly and I am impressed with his work to renew his new community. He works hard to ensure that as Town Commissioner, his town follows the applicable rules and procedures.

I am glad to know Geoff and consider him a friend I have no hesitation recommending him for any position. If you have any questions, please feel free to contact me.

Sincerely,

Nina R. Targovnik

Nina R. Targovnik, Senior Staff Attorney

305 S. 2nd Ave., Phoenix, AZ 85003 Phone 602-258-3434

Advocate. Litigate. Educate

September 18, 2020

I, Vice Mayor Clark, am requesting a Special Election pursuant to the Town of Pembroke Park, Charter, Section 11 – Filling vacancy for unexpired term.

Sincerely,

H P Clark
Vice Mayor

Vice Mayor Howard Clark

Town of Pembroke Park
Clerk's Office

SEP 18 2020

Received

and West Hollywood Hills";

3. District 3, comprising the area generally referred to as "Miami Gardens";
and
4. District 4, comprising the area generally referred to as "Lake Forest."

(2) If only one (1) or two (2) of the three (3) areas of unincorporated land are annexed to the Town of Pembroke Park, the Commissioner or Commissioners designated to be elected from the District or Districts for the area or areas not annexed to the Town must be elected from the Town at-large.

(3) This section applies beginning with the general election following the annexation of any of the three (3) areas of unincorporated land referred to in this act.

(Laws of Fla., Ch. 86-366, § 1)

Sec. 10. - [Oath of office.]

Each Commissioner, before entering upon the discharge of the duties of his or her office, shall take and subscribe the following oath before some judicial officer of the state, viz: "I do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold office under the Constitution of the United States and the Constitution of the State of Florida, and that I will faithfully perform all of the duties of the office of Commissioner on which I am about to enter, so help me God."

State Law reference— Oath of office, F.S. § 876.05.

Sec. 11. - [Filling vacancy for unexpired term.]

In case of a vacancy in the Commission, the remaining Commissioners may fill such vacancy within sixty (60) days by resolution, until the next regular general election, by vote of a majority of the remaining members of the Commission. In the event the remaining Commissioners fail to fill the vacancy by appointment as aforesaid, upon application of any Commissioner ten (10) days' notice shall be given for the purpose of holding a special election to fill said vacancy for said unexpired term, in accordance with the terms of this Charter.

Sec. 12. - Appointing powers.

Town Clerk

From: John Way <jway@browardsoe.org>
Sent: Tuesday, September 15, 2020 3:11 PM
To: Town Clerk
Subject: RE: Special Election

Dear Deputy Clerk,

The SOE has indicated there will be no additional elections scheduled other than the 3 already scheduled for this year. That would make the municipal elections held March 9, 2020 the next election your municipality can take part in. Having said that I will get with Finance and have them work up and estimate to take part in the 2021 March Municipal

Please let me know what we can do to assist you with this request.

John Way
Director of Candidate & Elections Services
Broward County Supervisor of Elections
115 South Andrews Avenue, Room 102 • Ft. Lauderdale, FL 33301
Office: 954-712-1960 • Mobile: 954-592-7785
www.browardsoe.org

Under Florida law, most e-mail messages to or from Broward County Supervisor of Elections Office are public records available to inspect or copy upon request. Therefore, any e-mail message made or received by the Supervisor's Office, inclusive of any e-mail address contained therein, may be subject to public disclosure.

From: Town Clerk <townclerk@tppfl.gov>
Sent: Tuesday, September 15, 2020 2:05 PM
To: John Way <jway@browardsoe.org>
Subject: Special Election

Good afternoon,

Our Mayor ran for State Representative and resigned effective November 4th. I am researching options. The Commission has asked that I provide them with the approximate cost and date to hold a Special Election.

Can you please advise.

Thank you

Effective immediately Please forward any future emails being sent to townclerk@townofpembrokepark.com to townclerk@tppfl.gov

Thank you.

Regards,



Supervisor of Elections
www.browardsoe.org

MEMORANDUM

TO: Marlen Martell

FROM: John Way
Director of Candidate & Elections Services

DATE: September 16, 2020

SUBJECT: 2021 Municipal Election Cost Estimate

As required by Florida Law, please review the estimate for Municipalities for costs to conduct your election during the March 2021 Municipal Election. Keep in mind this is only an estimate based on past costs and turnout associated with his type of election.

Municipality	Estimated Cost
Pembroke Park	\$8,700.00

Please call me with any questions at (954) 712-1960.



Memorandum

TO: Juan Carlos Jimenez, Town Manager

CC: Harry Taubenfeld, Finance & Budget Department

FROM: Yolanda Menegazzo, Human Resources

DATE: October 6, 2020

SUBJECT: Formal Succession Plan & Salary Adjustment for Michelle Grooms, Billing Administrator

The position of Billing Administrator will undergo a formal succession plan that will take anywhere from 12 to 18 months of training for the incumbent to be successful in this role. Cross training and clerical support in the Billing Department will begin immediately.

Additionally, Mrs. Grooms requested a formal review of her salary for an adjustment to an annual amount of \$83,184.56. Her current salary is \$75,067.20. Therefore, the requested increase would represent approximately 11%. Should the Town Manager and Town Commission be in agreement, the increase would be effective immediately upon approval.

Below are the details as to why we believe the salary adjustment is warranted. Please be aware that the requested salary exceeds the salary cap for the Billing Administrator position.

- Mrs. Grooms will take lead on the transfer of institutional knowledge during the implementation of a newly automated billing system.
- Aside from the level of responsibility during the new software implementation, Mrs. Grooms will transition into a supervisory role while training her successor.
- Mrs. Grooms has been a loyal employee to the Town of Pembroke Park for approximately 30 years and has been proactive in wanting to develop a succession plan in order to leave the Town in good standing and ensure that the Billing Department remains efficient after her retirement.
- Mrs. Grooms was also one of the employees affected by the pay cuts in 2018.

Mrs. Grooms would no longer be eligible for performance evaluations, but she will be eligible for COLA increases.

Please do not hesitate to contact Human Resources should you have any questions or concerns. Thank you.



Town of Pembroke Park

PERSONNEL STATUS CHANGE

Employee Number _____ Name **Michelle Grooms** Effective Date **10/1/2020**

☐ NEW HIRE ☐ REHIRE ☒ OTHER (change of address, deductions, etc)					
STREET ADDRESS			CITY	STATE	ZIP CODE
SOCIAL SECURITY NUMBER		MARITAL STATUS	DATE OF HIRE	ANNIVERSARY DATE	DATE OF BIRTH
STARTING RATE	GRADE/STEP	HOURLY	WEEKLY	ANNUALLY	FULL OR PART TIME

RATE CHANGE						
STATE REASON:						
	JOB TITLE	DEPARTMENT	GRADE/ STEP	HOURLY	WEEKLY	ANNUAL
F R O M	Billing Administrator					75,067.20
T O						\$83,184.56

LEAVE OF ABSENCE			
STATE REASON: _____			
(VACATION, SICK, BEREAVEMENT, ETC.)			
DATES		NUMBER OF SICK DAYS	ADVANCED VACATION CHECK
FROM:	TO:		

TERMINATION			
☐ RESIGNATION ☐ DISCHARGE ☐ LAYOFF ☐ RETIREMENT			
LAST DAY ON PAYROLL	ACCRUED TIME DUE:	VACATION	OTHER
MAIL FINAL CHECK TO THE FOLLOWING ADDRESS:		HOLD CHECK	OTHER INSTRUCTIONS

NOTES: Salary Adjustment for Additional Responsibilities - effective 10/01/2020. Next COLA increase eligibility date 10/01/2021.

X _____	X _____	_____
EMPLOYEE NAME	EMPLOYEE SIGNATURE	DATE
X _____	X _____	_____
DEPT. HEAD NAME	DEPT HEAD SIGNATURE	DATE
X _____	X _____	_____
TOWN MANAGER NAME	TOWN MANAGER SIGNATURE	DATE
X _____	X _____	_____
HUMAN RESOURCES NAME	HUMAN RESOURCES SIGNATURE	DATE

RESOLUTION 2020-114

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING MYRIAM JACQUES AS INTERIM PUBLIC SERVICES DIRECTOR; PROVIDING FOR PUBLIC SERVICES DIRECTOR'S COMPENSATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article III, Division 4, Pembroke Park Code of Ordinances, created the office of Public Services Director and provides for the Public Services Director's appointment, compensation, duties, responsibilities, and related matters for the office of Public Services Director; and

WHEREAS, Town Commission intends to solicit applications from qualified candidates to serve as Public Services Director; and

WHEREAS, the Town Commission has determined it is necessary to appoint an Interim Public Services Director until a Public Services Director has been selected and hired by the Town; and

WHEREAS, the Town Commission desires to appoint Myriam Jacques to serve as the Interim Public Services Director.

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

Section 1: That the Town Commission hereby appoints Myriam Jacques to serve as Interim Public Services Director for the Town of Pembroke Park for a period of six months, at which time the Town Commission shall evaluate Myriam Jacques and decide to either select her as the permanent Public Services Director or to seek external candidates.

Town of Pembroke Park
Resolution No. 2020-114

Section 2: In the event Myriam Jacques is not selected as the permanent Public Services Director, Myriam Jacques shall continue to serve as Interim Public Services Director until a permanent Director is selected and hired by the Town and at that time Myriam Jacques shall serve as the Assistant Public Services Director.

Section 3: That Myriam Jacques shall serve as Interim Public Services Director at the pleasure of the Town Commission, and she shall receive annual compensation in an amount of Ninety-Five Thousand (\$95,000.00) Dollars for the performance of the duties of Interim Public Services Director.

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

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

PASSED AND ADOPTED this 14th day of October, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA P. ANDERSON
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020- MJ Interim Public Services Director.FN24609E.docx



Town of Pembroke Park

PERSONNEL STATUS CHANGE

Employee Number _____ Name **Myriam Jacques** Effective Date **9/9/2020**

☐ NEW HIRE		☐ REHIRE		☒ OTHER (change of address, deductions, etc.)	
STREET ADDRESS			CITY	STATE	ZIP CODE
SOCIAL SECURITY NUMBER		MARITAL STATUS	DATE OF HIRE	ANNIVERSARY DATE	DATE OF BIRTH
STARTING RATE	GRADE/STEP	HOURLY	WEEKLY	ANNUALLY	FULL OR PART TIME

RATE CHANGE						
STATE REASON:						
	JOB TITLE	DEPARTMENT	GRADE/ STEP	HOURLY	WEEKLY	ANNUAL
F R O M	Assistant Public Services Director	Public Services				\$78,520.00
T O	Acting Public Services Director	Public Services			10% Retroactive in Acting Capacity. \$95,000 effective 10/1.	

LEAVE OF ABSENCE			
STATE REASON: _____ (VACATION, SICK, BEREAVEMENT, ETC.)			
DATES		NUMBER OF SICK DAYS	ADVANCED VACATION CHECK
FROM:	TO:		

TERMINATION			
☐ RESIGNATION		☐ DISCHARGE	
☐ LAYOFF		☐ RETIREMENT	
LAST DAY ON PAYROLL	ACCRUED TIME DUE:	VACATION	OTHER
MAIL FINAL CHECK TO THE FOLLOWING ADDRESS:		HOLD CHECK	OTHER INSTRUCTIONS

NOTES: Current salary \$78,520. 10% retroactive effective date of 5/5/2020 through 9/30/2020.
 Increase in salary on 10/01/2020 to \$95,573.57, which places the employee at 50% percentile of salary range for Public Services Director
 as previously done with another employee.

X _____	X _____	DATE
EMPLOYEE NAME	EMPLOYEE SIGNATURE	
X _____	X _____	DATE
DEPT. HEAD NAME	DEPT HEAD SIGNATURE	
X _____	X _____	DATE
TOWN MANAGER NAME	TOWN MANAGER SIGNATURE	
X _____	X _____	DATE
HUMAN RESOURCES NAME	HUMAN RESOURCES SIGNATURE	

RESOLUTION NO. 2020-

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING BACK PAY FOR ASSISTANT BUDGET AND FINANCE DIRECTOR HARRY TAUBENFELD; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 24, 2019, Harry Taubenfeld ("Mr. Taubenfeld") was hired as the Assistant Director of Budget and Finance for the Town of Pembroke Park; and

WHEREAS, since that time, because the Town does not have a Director of Budget and Finance, Mr. Taubenfeld has been performing the duties of both Director and Assistant Director; and

WHEREAS, the Town desires to provide additional compensation to Mr. Taubenfeld for the services he has provided to the Town since June 24, 2019, which would have otherwise been provided by the Director of Budget and Finance.

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

Section 1: That the Town is authorized, in accordance with the attached Town personnel form, to compensate Mr. Taubenfeld for additional services provided to the Town which he performed from June 24, 2019 to date.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this 20th day of October 14, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

Melissa P. Anderson
Town Attorney



Town of Pembroke Park

PERSONNEL STATUS CHANGE

Employee Number _____ **Harry Taubenfeld** _____ Effective Date _____
 Name

☐ NEW HIRE ☐ REHIRE ☐ OTHER (change of address, deductions, etc.)					
STREET ADDRESS			CITY	STATE	ZIP CODE
SOCIAL SECURITY NUMBER		MARITAL STATUS	DATE OF HIRE	ANNIVERSARY DATE	DATE OF BIRTH
STARTING RATE	GRADE/STEP	HOURLY	WEEKLY	ANNUALLY	FULL OR PART TIME

RATE CHANGE						
STATE REASON:						
	JOB TITLE	DEPARTMENT	GRADE/ STEP	HOURLY	WEEKLY	ANNUAL
F R O M	Assistant Finance & Budget Director	Finance & Budget Dept				\$105,019.00
T O	Acting Finance & Budget Director	Finance & Budget Dept			10% Retroactive in Acting Capacity and \$127,829.00 effective 10/01/2020	

LEAVE OF ABSENCE			
STATE REASON: _____ (VACATION, SICK, BEREAVEMENT, ETC.)			
DATES		NUMBER OF SICK DAYS	ADVANCED VACATION CHECK
FROM:	TO:		

TERMINATION			
☐ RESIGNATION ☐ DISCHARGE ☐ LAYOFF ☐ RETIREMENT			
LAST DAY ON PAYROLL	ACCRUED TIME DUE:	VACATION	OTHER
MAIL FINAL CHECK TO THE FOLLOWING ADDRESS:		HOLD CHECK	OTHER INSTRUCTIONS

NOTES: 10% Retroactive from 06/25/2019 - Harry Taubenfeld's official hire date with the Town as a W2 employee.
\$127,829.00 effective 10/01/2020 representing a 21% increase from the original amount - similar to Acting Public Services Director.

X _____	X _____	_____
EMPLOYEE NAME	EMPLOYEE SIGNATURE	DATE
X _____	X _____	_____
DEPT. HEAD NAME	DEPT HEAD SIGNATURE	DATE
X _____	X _____	_____
TOWN MANAGER NAME	TOWN MANAGER SIGNATURE	DATE
X _____	X _____	_____
HUMAN RESOURCES NAME	HUMAN RESOURCES SIGNATURE	DATE

AGENDA ITEM REPORT



To: Commission
Subject: COMMUNITY DEVELOPMENT & FINANCIAL SOFTWARE
Meeting: 10 14 2020 REGULAR COMMISSION MEETING - Oct 14 2020
Department: Finance
Staff Contact: Mark Pakula, Information Technology Director

FINANCIAL IMPACT:

The first year cost includes the cost of migration, implementation, maintenance and Licensing. Year 1 - \$156,249. Year 2 - 5 - \$43,890.

RECOMMENDATION:

Finance and IT have consulted with all the departments and staff has unanimously recommended that we move forward with proposed software companies. In addition to the cost of implementation, the Town will be entering into a 5 year licensing agreement with the individual software companies. The tentative "Go- Live " date is scheduled for October 1, 2021.

ALTERNATIVES:

Stay with current software providers.

Tyler Technologies
Financial Software ONLY



Quoted By: Mike Leshner
 Quote Expiration: 12/19/2020
 Quote Name: Town of Pembroke Park FL - LGD
 Quote Number: 2020-111984
 Quote Description:

Sales Quotation For
 Town of Pembroke Park
 3150 SW 52nd Ave
 Pembroke Park, FL 33023-5413
 Phone: +1 (954) 966-4600

Tyler Software and Related Services - SaaS

Description	Impl. Hours	Impl. Cost	#Yrs	Annual Fee	Discount	Net Annual Fee
Financial Management Suite						
Core Financials	132	\$17,160		\$13,500	\$4,725	\$8,775
Purchasing	28	\$3,640		\$3,395	\$1,019	\$2,376
Fixed Assets	16	\$2,080		\$1,433	\$430	\$1,003
Customer Relationship Management Suite						
Misc. Accounts Receivable	12	\$1,560		\$3,537	\$1,061	\$2,476
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	32	\$4,160		\$4,599	\$1,380	\$3,219
Tyler Hosted Applications						
Tyler U	0	\$0		\$1,029	\$206	\$823
Sub-Total:		\$28,600		\$27,493	\$8,821	\$18,672
TOTAL:	220	\$28,600	5	\$27,493	\$8,821	\$18,672

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$5,000	\$5,000	\$0
TOTAL:			\$5,000	\$0

Conversion Services

Description	Hours	Unit Price	Programming Fee	Extended Price
Financial Management Suite				
General Ledger Master	8	\$130	\$1,500	\$2,540
Accounts Payable Master	4	\$130	\$1,750	\$2,270
Total:				\$4,810

Summary

	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$18,672
Total Tyler Services	\$38,410	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$38,410	\$18,672

2020-111984 -

CONFIDENTIAL

1 of 3

Comments

- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.
- Core Financials includes general ledger, budget prep, bank recon, AP, Express, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

TYLER by the NUMBERS

7

DIVISIONS

- Appraisal & Tax
- Courts & Justice
- Data & Insights
- ERP
- Federal
- Local Government
- Public Safety

8

SOLUTION GROUPS

- Courts & Justice
- Health & Human Services
- K-12 Education
- Public Administration
- Transformative Technology

9

LARGEST

software company

10

PUBLIC

sector

11

SOLUTIONS

- Appraisal & Tax
- Civic Services
- Courts & Justice
- Cybersecurity
- Data & Insights
- ERP
- Land & Official Records
- Public Safety
- Schools

12

WHAT WE DO

We empower government and schools to create safer, smarter, and more vibrant communities.

13

client retention

98%

14

26,000+

INSTALLATIONS IN

15

10,000 LOCATIONS

16

tyler

technologies

Empowering people who serve the public

TYLER by the NUMBERS

7

DIVISIONS

- Appraisal & Tax
- Courts & Justice
- Data & Insights
- ERP
- Federal
- Local Government
- Public Safety

8

SOLUTION GROUPS

- Courts & Justice
- Health & Human Services
- K-12 Education
- Public Administration
- Transformative Technology

9

SOLUTIONS

- Appraisal & Tax
- Civic Services
- Courts & Justice
- Cybersecurity
- Data & Insights
- ERP
- Land & Official Records
- Public Safety
- Schools

10

WHAT WE DO

We empower government and schools to create safer, smarter, and more vibrant communities.

11

LARGEST

software company

12

SOLELY FOCUSED on the

PUBLIC

SECTOR

13

client retention

98%

14

26,000+

INSTALLATIONS IN

10,000 LOCATIONS

15

5,500

TEAM MEMBERS

2020 Tyler Technologies FASTFACTS

2020 Revenue Forecast	2019 Annual Revenue	Market Cap	R&D Investment
\$1.2 billion	\$1.086 billion	\$12 billion (1/1/2020)	\$81.3 million (2019)

Tyler was founded	1966	Year Tyler began offering cloud-based solutions	2000
Tyler began exclusively serving the public sector	1998	Clients using Tyler's cloud-based solutions	8,600+
Tyler employees	5,500	Users relying on Tyler-hosted solutions to do their jobs	208,000
Tyler employees who have worked for the public sector	33%	States that have been clients for more than 10 years	10
Number of software engineers and related roles	1,150+	Users of Tyler e-services to submit payments, file court documents, or perform other e-services functions	5.1 million
Number of Tyler offices	35	Number of 25 largest counties in the U.S. that are clients	21
Consecutive quarters of revenue growth	Every quarter since 4Q 2010	Number of 25 largest cities in the U.S. that are clients	17
Largest Tyler client (by population)	County of Los Angeles, Calif. (pop. 10M)	Years on Forbes list: "Best Small Companies"	9
Smallest Tyler client (by population)	Loving County, Texas (pop. 134)	Years on Barron's list: "Most Promising Companies in America"	8
Year Tyler developed Tyler Community	2012	Jurisdiction using the most products (13 in total)	Collin County, Texas
Number of users in Tyler Community	63,000+		
Tyler's client retention rate	98%		

For more information, visit tylertech.com
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Empowering people who serve the public



Dude Solution – Smart Gov
(Community Development Software)



Software for Smarter Operations

PREPARED FOR

Town Of Pembroke Park

Harry Taubenfeld

Finance Director

3150 Southwest 52nd Avenue

Pembroke Park, FL 33023

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

June 15, 2020





Q-192137

This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing based on unlimited users. Subscription includes Public Portal, Parcel Connector, GIS Connector, Laserfiche Connector, Bluebeam Connector, Financial Connector and Merchant Connector to preferred vendor (Pace or Point & Pay).

Subscription	
SmartGov - Enterprise	\$4,669.89
SmartGov Permitting	\$0.00
SmartGov Code Enforcement	\$0.00
SmartGov Business License	\$0.00
SmartGov Connector ECM-Laserfiche	\$368.67
SmartGov Connector BlueBeam	\$368.67
SmartGov Connector Financial	\$368.67
SmartGov Connector Merchant Preferred	\$294.93
Subscription Term: 11 months 6 months included at no additional cost	Subtotal: \$6,070.83
Implementation & Services	
Portal Configuration	\$950.00
Parcel Connector Configuration	\$2,375.00
Map Connector Configuration	\$950.00
Laserfiche Configuration	\$2,375.00
Fees Configuration (Pages)	\$2,422.50
	Subtotal: \$83,962.90





Software for Smarter Operations

Department Types / General Configuration	\$51,276.25
Project Management	\$13,772.15
Web-Based Training	\$5,662.00
Digital Mark-up Tool Connector Configuration	\$1,140.00
Financial Connector Configuration	\$1,900.00
Merchant Connector Configuration	\$1,140.00
	Subtotal: \$83,962.90
Total Initial Investment	\$90,033.73

Term to begin November 1, 2020.

Pricing for the First Renewal Term is \$14,571.00.

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/110515-sdi> (<https://www.sourcewell-mn.gov/cooperative-purchasing/110515-sdi>)
- Contract #110515-SDI
- Maturity Date: 12/15/2020
- Sourcewell discount of 21% applied to subscription cost and 5% applied to implementation cost.

Fla. Stat. § 163.01 (2017). Florida Interlocal Cooperation Act of 1969

(1) This section shall be known and may be cited as the "Florida Interlocal Cooperation Act of 1969."

(4) A public agency of this state may exercise jointly with any other public agency of the state, of any other state, or of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately.

<https://www.sourcewell-mn.gov/compliance-legal> (<https://www.sourcewell-mn.gov/compliance-legal>)

The above level of effort and associated pricing is based on the SMARTGOV package selected by Town Of Pembroke Park and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.



Software for Smarter Operations

dudesolutions.com

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Introduction

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to Town Of Pembroke Park for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package Town Of Pembroke Park has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Definitions

In addition to the terms defined elsewhere in this SOW, the following terms have the following meanings:

"Change Control Authorization" or "CCA" means any request by the client to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization ("CCA" or "change order") form detailing the work to be performed, as well as the associated costs and schedule impact. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.

"Closing Phase" means the phase that represents the completion of a project where all metrics are finalized, all deliverables are complete and accepted by client, and all remaining billing/invoicing takes place prior to project closure and acceptance.

"Deliverable Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a deliverable as complete and final.

"Escort" means the client provided resource/person to take Dude Solutions, Inc. ("DSI") resources around client facilities and provide access to restricted areas agreeable between client and DSI as needed.

"Executing Phase" means the phase of the project where deliverables are developed and completed.

"Fixed Price/Fixed Fee/Fixed Price Project" means the project pricing includes all services, tasks, and expenses associated with the client project.

"Monitoring and Controlling Phase" means the phase for measuring project progression and performance and ensuring that everything happening aligns with the project management plan.

"Onsite Services Completion" means onsite services have been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided during the onsite services visit.

"Orientation Call" or "Project Kick-Off Call" means the call/meeting which begins the project and proper expectations are set between DSI and the client.

"Output Documents" standard or custom documents generated from SmartGov "e.g. permits, Certificates of Occupancy, violation letters, business licenses, receipts"



"Orientation Call Completion" means the Orientation Call or Project Kick-Off Call has been completed and the project has begun and proper expectations have been set between DSI and the client.

"Professional Services or Services" means professional, technical, consulting and/or other services.

"Project Completion" means the project completion occurs when all deliverables of the project have been completed and accepted by the client via the Project Completion Acceptance Form.

"Project Completion Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a project as complete and final.

"Project Management Methodology" means the manner and process used to deliver services projects.

"Project Management Office" or "PMO" means the office that provides the oversight and standardized processes to consistently deliver projects in a concise, consistent, and standardized manner. The PMO manages and maintains the processes and standard templates utilized to manage DSI projects.

"SmartGov Modules" means the Permitting Module (permits for all departments), the code Enforcement Module, the Business Licensing Module, and the Recurring Inspection module.

"Software Component Configuration" means the components within the software have been configured per client specifications.

"Statement of Work Acceptance" means the signing and accepting of the terms of the Statement of Work document by client.

"Support Engagement" means the point in the project where implementation services end and product support begins.

"System Configuration Completion" means the configuration items within the software have been configured per client specifications.

"System Level Configuration Items" standard configurable items that are applied across departments and case templates.

"Training Completion" means the onsite or virtual training has been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided for completion of the onsite or virtual training services.

"User Acceptance Testing – UAT" means that after the system is configured the client will have an opportunity to perform user level testing based on client developed test scripts. DSI will correct issues as documented and presented during this process.





Project Scope and Approach

Implementation Process Overview

In order to successfully implement the SmartGov application, DSI will work with Town Of Pembroke Park to understand requirements necessary to configure and set up the SmartGov application to streamline processes related to permitting, planning/zoning, inspections, code enforcement and business licensing for your jurisdiction and citizens. Once the Town Of Pembroke Park has reviewed, and approved these requirements and processes, DSI will configure and setup the application to support the Town Of Pembroke Park's unique business rules.

Following the configuration and modeling work, DSI will train the Town Of Pembroke Park's team using its jurisdiction-specific configuration. After training, DSI will work with Town Of Pembroke Park to test the work performed and provide the necessary updates to successfully implement the solution. The system will then be ready to go live in production. If the Town Of Pembroke Park purchases "Go-Live Support" packages, DSI will provide support for the period of time defined in the statement of work.

Customer Implementation Engagement Sessions ("CIES")

Client project team representatives and DSI project team representatives will dedicate time to meet in person or via teleconference to maintain communication and conduct coordination of project activities and tasks.

Deliverables

Dude Solutions will provide the following task deliverables:

- Project Management Meeting Schedule
- Data Migration and Technical Design Meeting Schedule
- Configuration Meeting Schedule
- Meeting notes or recordings for all scheduled meetings

The client will provide the following resources or task deliverables:

- A complete project team roster, including email addresses, phone numbers, and roles / titles
- Necessary communication / information to allow all project schedules to be finalized
- Timely response to task-related emails or phone calls to enable on-time completion of all assignments
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting as necessary

Assumptions and Constraints

- Initial proposed meeting plans from DSI will reflect the minimum recommended frequency, duration, participants (by job title or role), topics, and action items to address the full SOW
- Final meeting plan will be approved by the client key sponsor(s)
- Coordination and integration of the PM meeting, data migration, technical design meeting, and configuration meeting will align with the scope of the project, client organizational structure, and assigned resources
- The Client will provide dedicated knowledgeable technical resource available for questions





- The Client will provide a dedicated knowledgeable resource for mapping analysis
- The Client will provide read only access and screen shots for various permits/case types to provide context to DSI data migration specialists
- The Client will provide resources for validation throughout the process
- Client will provide side-by-side data entry for 2 weeks prior to go-live
- Response time for questions is one business day
- DSI may require up to 3 backups of data for each database throughout the process

Planning, Initial Set Up & System Level Configuration

Configuration begins with planning and analysis necessary to establish the overall configuration approach. After planning, and once the approach is documented and agreed to, DSI will set up the SmartGov environments to support implementation. DSI Consultants begin configuration with system level items or items that apply generally across all departments and types of configuration items.

Setup of environments to support SmartGov implementation and configuration of core items in each SmartGov module that are specific to Town Of Pembroke Park 's requirements. These core items are defined/configured at the client level [i.e. these are configurable items that will be standard or shared across all departments and configuration types].

Deliverables

Dude Solutions will provide the following task deliverables:

- A Configuration Plan document that includes:
 - Identified current and future state business processes to be supported by the final product via the configuration work effort
 - Recommended approach to configuration that supports the identified business processes and activities
 - Configuration details for all permit, inspection, license, and code enforcement types to be configured in SmartGov. All templates required for creating the configuration types will be created in SmartGov based on requirements gathered in meetings with the client
- SmartGov Environments to support the implementation process including:
 - Configuration (Dude Solution access only for configuration)
 - Validation (client has access for testing, can be refreshed with configuration copy upon request)
 - Training
- Weekly configuration status reports (in PDF format) generated from the client specific configuration instance of SmartGov. These reports serve as the primary source to demonstrate core configuration elements, status, and needs
- Jurisdiction configuration, per Configuration Plan, to include as needed:
 - Parcel and/or address information management
 - Contact information management
 - Contractor license information management
 - Receipt/transaction information management
 - Inspection scheduling information management
 - Configurable screen display settings





- User configuration per Configuration Plan, to include as needed:
 - Individual User Rights
 - Available Departments
 - Available Distribution Groups
 - Available Inspection Qualifications
 - Available Security Groups
- Job configuration per Configuration Plan, to include as needed:
 - Default list of available queued jobs
 - Queued job parameters
- Administrative & shared configuration rules per Configuration Plan, to include as needed:
 - Administrative processing rules where available in the configurable Jurisdiction Values list
 - Standard status options for cases, submittal items, workflow steps, step actions, inspection types, inspection actions, accounts, and intervals
 - Standard expiration rules
 - Standard online processing rules [for the portal]
 - Standard reports available across all case types

Assumptions and Constraints

- The Configuration Plan will be based on information delivered to, or collected by, the DSI Consultant within a specified time frame established at the project kick-off
 - During the development of the Configuration Plan, the client provides representatives for all work units with work activity to be supported by the final delivered product
- Client will provide access to the appropriate leaders and/or subject matter experts to ensure meaningful engagement at all required meetings and to ensure on-time completion of assigned action items
- Client will provide access/links to any public, or private, web sites or operating systems, if needed, to gather complete business requirements
- The Configuration Plan can meet client requirements and can be fully executed within existing product design in all modules
- The Configuration instance will be solely owned by the DSI Implementation team and serves as the primary source for the final delivered product design
- The Validation instance will be sole source used by the client to complete all assigned configuration UAT tasks
- The Training instance will be used solely by members of the client project team to assist in understanding SmartGov functionality. It will contain default data sets and serves as a temporary "sand box" for assigned users.
- The client will designate one person on their project team to serve as the final decision-maker for all system level configuration elements. These are configured settings that are shared across SmartGov modules, and/or are settings common to all departments / divisions / users



- When configuration tasks, or related work effort, requires information to be submitted to the DSI Implementation team in a specific file format or within specified parameters, the client is able to comply with these stated requirements
 - Note: If the client cannot provide information in the DSI standard format, the assigned Project Manager will determine if a formal Change Request or additional contracted SOW is needed to provide assistance in developing or converting the information into the desired format

Module Case / Department Types

SmartGov implementation activities include the set up of case templates in one or more of these modules: Permitting, Licensing, Code Enforcement and Recurring Inspections. These case templates must be used to create records in SmartGov in each module. Your DSI Consultant will provide specific information about the minimum required elements to be configured for the case templates in each module; these required case template elements do vary by module.

Deliverables

Dude Solutions will provide the following task deliverables:

- Case template baseline elements, per the Configuration Plan, to include as needed:
 - Case record reference information
 - Template specific expiration, renewal or interval rules
 - Template specific default submittal list
 - Template specific details (custom attributes) that are required for any of the following: application intake, workflow step completion, inspection completion, fee calculation, or mandatory regulatory reporting
 - Template specific default workflow steps for Admin, Review, and Final work lists
 - Template specific default inspection list
 - Template specific list screens such as Bonds, Fixtures, Valuations, Violations, Citations, Lien, or Items
- Once baseline case template configuration is completed, any expanded configuration beyond baseline must be discussed during Configuration Meetings with the Consultant and approved by the assigned PM. Expanded configuration elements, if approved, may include
 - Non-essential custom attributes
 - Work step dependencies and due dates
 - Step actions and Inspection actions
 - Default Parent-Child case linkages
 - Workflow cycling feature
 - Template specific tab appearance
 - Standard note types and note codes
 - Standard condition types and conditions
 - Standard code references
 - Template specific report links

The client will provide the following resources or task deliverables:





- Specific lists of all types of applications, forms, or other documents that describe all services to be supported by SmartGov at the time of project "Go Live"
 - This list should be inclusive of all in-scope departments
 - This list should conform to requested formatting and scope instructions, as communicated by DSI
- A PDF or Word version of all customer-facing documents (forms, letters, cards, etc.) expected to be generated by SmartGov
- A publicly accessible URL, or electronic copies of reference information, that provide all pertinent state, county or local regulatory information that are known to impact business operations to be supported by SmartGov
- A fully approved version of the template validation workbook
- Approval via email or other written correspondence of any other identified forms, as requested by the Consultant

Assumptions and Constraints

- The scoped number of department templates for this SOW are 97 types. If the number of department types identified during the configuration work effort exceed the number of types scoped for this SOW, the additional types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Case template configuration will be completed within existing product design in each module.
- DSI will configure each application or request type in the SmartGov module that best supports the associated workflow. The primary goal of configuration of case templates is to optimize SmartGov capability
 - Note: This assumption means that recommended case template configuration may or may not align with current internal customer naming convention or legacy system design
- The total number of case templates to be configured across all modules will be stated in the Configuration Plan. This total may vary from the initial sales order, where applicable, if approved by the DSI Project Manager
- A complete list of case templates to be configured across all modules will be approved by the client key sponsor, or their delegate, no later than the third Configuration Meeting
- Baseline configuration for case templates identified in the Configuration Plan will be completed before any expanded template configuration work will be done
- Baseline configuration for case templates listed in the Configuration Plan will support the end-to-end work steps that correspond to each default SmartGov Process State in the applicable module.
- If case templates or department types are identified during the configuration work effort, that are not documented in the original Configuration Plan or exceed the number of types scoped for this SOW, the additional templates or types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Super Admin training will include how to maintain or update case templates

Financial Setup and Fees Pages

Configuration of GL Accounts and Fee Codes as needed to support financial transactions for any business activity to be supported by SmartGov.



Deliverables

Dude Solutions will provide the following task deliverables:

- A weekly Fee List Report that reflects all configured active fees and their associated GL Accounts
- Configuration of permitting module fee codes necessary to support all configured case templates
- Configuration of Licensing module fee codes necessary to support all configured case templates
- Configuration of Code Enforcement module fee codes necessary to support all configured case templates
- Configuration of Recurring Inspection module fee codes necessary to support all configured case templates
- Configuration of other fee codes required to support routine transaction activity including NSF ("Non-Sufficient Funds") fees, administrative fees, fines, regulated surcharges, convenience fees, and the like
- Configuration of fast track fees, deferred fees, and tax exempt fees within current product design.
- Configuration of the timing during the workflow process that each fee will be assessed and may have payment applied against the fee within current product design
- Configuration elements as needed to support online [SmartGov portal] payments
- Setup and definition of Fees Pages

The client will provide the following resources or task deliverables:

- A copy of all current fee schedules for all in-scope departments and business functions
- A current list of GL Accounts
- The last two monthly or quarterly relative financial reports
- A copy of any other operating document that contains pertinent information regarding any assessed charges, surcharges, potential fines, etc
- Contact information for one or more subject matter experts in the appropriate finance departments. This is to facilitate efficient information gathering from both operating and finance departments / divisions

Assumptions and Constraints

- All fee codes will be configured within existing product design
- A GL Account list approved / authorized by the client's finance department is provided to the DSI Consultant. This GL Account list will be limited to accounts associated to fee codes to be configured in SmartGov
- GL Accounts and Fee Codes will be configured with product design parameters
- All configured fee codes will be derived from documented fee schedules or comparable client documentation provided to the DSI Consultant. Updated fee schedules or related documents that are provided after the initial versions may be incorporated into the final configuration if there is no adverse impact on the project schedule
- Fee codes will be configured to optimize SmartGov capability, and therefore may not be identical to legacy system fees
- Determination of the specific fee codes to be defaulted within each module case template will be determined by the designated client project team member
- Validation of case templates will include validation of fee code functionality
- User security rights will address fee code management within current product capability
- Super Admin training will include instructions for maintenance of GL Accounts and configured fee codes



Portal Configuration Setup

Configuration of required elements to enable in-scope functionality associated with the SmartGov online portal, as stated in the Configuration Plan.

Deliverables

Dude Solutions will provide the following task deliverables:

- A Portal Validation site to demonstrate and test Portal configuration
- Information regarding Portal set up options
- A Portal set up workbook template

The client will provide the following resources or task deliverables:

- A fully completed and approved Portal Set up workbook
- Any written content to be visible in portal that is not configurable
- Resources to test Portal configuration

Assumptions and Constraints

- The client will be responsible for taking steps to integrate the SmartGov portal into existing online sites
- Online payments will not be enabled without also purchasing the Merchant Services connector
- The client will be able to determine the level of online integration with their business processes, within existing product design
- Portal configuration will occur along with configuration of module case templates.
- Validation tasks will include distinct tasks to approve Portal set up
- Portal user security will be defined using existing product functionality
- Super Admin training will include information about options for the client to maintain / update portal configuration

Parcel Connector Setup

The parcel connector is an optional feature that is used to keep the parcel repository in SmartGov up to date. Parcel data that is typically maintained in a county assessor's system is used as the primary reference for modules in the SmartGov application. Parcel profile information, such as Parcel Number, Site Addresses, Current Owner, Legal Description, Section, Township, Range, Quarter, Subdivision, Block, Lot, and Neighborhood, is accommodated in standard data fields. Additional attribute data may also be stored in our custom detail area. Additionally, if the associated latitude and longitude data is available, those coordinates can be added to the parcel record to allow users to geographically locate information on the map.

Deliverables

Dude Solutions will provide the following task deliverables:

- A tested, working parcel connector along with a list of unresolvable errors to be addressed

Assumptions and Constraints

- Parcel Connector required fields supplied





Map (GIS) Connector Setup

The Map (GIS) connector allows for the display and viewing of a geographical map based on parcel data provided in SmartGov. The Map (GIS) connector will display layers on the SmartGov map based on the clients current Geo-database.

Deliverables

- Map layers configured and available for display on the SmartGov map
- Parcel layer registered in SmartGov for use with SmartGov popup
- Ability to turn layers on and off
- Training to configure layers going forward

Assumptions and Constraints

- Client will provide URL to ArcGIS REST Service with layers for SmartGov to consume and display on the map
- Layers are required to be hosted on an ESRI server
- Layers must be available via HTTPS
- Server must have valid security certificate issued by a digital certificate authority (not self-signed)
- Layer formats supported:
 - Map Services
 - Feature Services
 - Tiled Services
 - Web Map Service (WMS)

Financial Connector Setup

The receipt extract for the Financial Connector is a job process that allows SmartGov to export data in electronic file format that can then be imported into an external financial management system ("FMS"). The purpose of receipt extract is to automate the export process and allows users to update their preferred FMS with the selected receipt data generated in SmartGov. The extract is provided in a comma delimited file format that is run as an on-demand job within the SmartGov application. The file format and export settings are fully customizable depending on the needs of the client FMS. These export setting will be defined early on during the planning phase, so all stakeholders have a clear understanding on the type of data that needs to be included in the extract file.

Deliverables

- Financial Reports with summary and detail information processed in the system:
- Receipt detail
- Reconciliation Reports
- Financial reports for daily extract validation

Assumptions and Constraints

- Client will provide Financial Management System ("FMS") data access for extracts
- Client to provide list of data elements for the connector integration
- FMS data will be extracted into a .txt file for SmartGov consumption



- Extract jobs can be scheduled or run manually

Merchant Service Connector Setup

SmartGov's public portal can be configured to interface with 3rd party payment gateways to accept credit card transactions. SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal. Most payment gateway providers will transition the user from the SmartGov site to their own secure site in order to complete the transaction before redirecting the user back to SmartGov. This allows the payment gateway provider to maintain the secure information and pass only necessary information, such as a confirmation or transaction reports, to SmartGov.

The first step to implement the connector is for DSI to build the interface between SmartGov and the selected payment provider. If the provider is new, DSI will first need to build the technical backend process to enable electronic transactions to/from SmartGov. Once the initial backend setup is complete, SmartGov can be configured to process payments.

Each payment gateway provider has different sets of specifications that they require to be sent to their system to authenticate payment information. When DSI builds a connector to a payment gateway provider, a new option will become available in the Payment Vendor drop down menu on the Administration Portal Payment Configuration page. If a payment gateway provider does not have a connector to SmartGov, no option will be available in the drop down menu. The payment gateway provider should provide the necessary information to the jurisdiction in order to complete the setup process. Administrators may be asked to provide additional URLs to SmartGov pages for navigation purposes.

Deliverables

- Configure the Merchant Service connector to process payments for client services and transactions processed in SmartGov
- Configure the 3rd party payment gateway to accept credit card transactions

Assumptions and Constraints

- SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal
- Merchant Services Gateway Preferred Payment Provider Partners include:
 - PACE Technology Engine
 - Point & Pay – Parameter Passing v3.0

Digital Markup Tool Setup

Configuration to support electronic plan review utilizing Bluebeam Prime Studio.

Deliverables

- Enable the Bluebeam connector
- Configure selected permit types to allow electronic plan review
- Configure specified submittal requirements for the electronic plan review process
- Instruction on the configuration and use of the Bluebeam integration





Assumptions and Constraints

- Electronic plan review is only available in the Permitting module
- Only .PDF files are eligible for electronic plan review
- Training in the use of Bluebeam software will not be included
- Client is responsible for purchasing the necessary Bluebeam components as outlined below:
 1. A subscription to BlueBeam Studio Prime and;
 2. BlueBeam ReVu client software for each user. The following editions of the most current Bluebeam version are supported:
 - Standard
 - eXtreme
 - CAD

Laserfiche Setup

The Laserfiche connector provide an interface with the jurisdiction's document repository. SmartGov uses the Laserfiche CMIS compliant APIs to store copies of documents uploaded as attachments to SmartGov notes. Based on configuration SmartGov can also create notes and added references to documents loaded into their Laserfiche repository. This connector replaces the use of Amazon S3 as the storage location for documents.

Deliverables

- Implementation team will activate the external connector to Laserfiche to allow configuration
- Configuration instructions – Implementation engineer can assist
- Scripts to load basic templates into jurisdictions Laserfiche system
- Scripts to load field mappings into SmartGov system for basic templates

Assumptions and Constraints

- At least the Default template must be loaded and configured
- Server must have valid security certificate
- Customer must have subscription with Laserfiche for an in cloud or on premise installation of Laserfiche and client responsible for acquiring the subscription
- To configure Laserfiche in SmartGov the client must have:
 - CMIS Gateway must be installed and publicly available
 - Repository ID
 - Folder ID where documents from SmartGov will be stored
 - Username and password

Standard Reports (70 Reports Included)

DSI will provide the client reports (reports and output documents) that includes 70 standard reports. Normal modifications to these reports to entail updating client specific information and logos not related to data output.





- Custom Reports: SmartGov comes with 70 standard reports and output documents. Using tools in SmartGov, client staff can add the client's logo and modify header and footer information.

Deliverables

- 70 standard reports
- Edits will be made to add client specific logo and information i.e. company name, address, phone

Assumption and Constraints

- Modification to standard reports will be related to Client branding and logos

Post Go-Live Support

DSI will provide the client with "Post Go-Live Support" which includes additional training, configuration support, reporting assistance, transaction based support, and work with the client on basic production related issues or questions for utilizing the system.

Deliverables

Provide production related post go-live support for 30 days after go-live date.

Assumptions and Constraints

- System configuration and all implementation tasks have been completed and client is using the SmartGov system in production

User Acceptance Testing "UAT"

DSI will work with the client to conduct User Acceptance Testing ("UAT") upon the completion of configuration and development tasks to confirm SmartGov functionality using the client's UAT Test scripts, developed by the client. The client will execute their test scripts and communicate the results of the test scenario as either pass or fail. DSI will review the UAT test log for issues and will assign these issues to the appropriate resource for resolution. DSI will have up to ten (10) days to correct any functional item that fails a test, or provide a mutually acceptable written explanation of when the failed item will be corrected. In the event a bug is identified, the bug issue will be assigned to the DSI Engineering Team for assessment. DSI Engineering will then provide an estimated time frame for resolution. The client has the right to conduct additional UAT Testing for items within project scope.

Deliverables

DSI will provide the following task deliverables

- SmartGov Validation environment ready for system User Acceptance Testing
- Review any discrepancies found by the client during UAT Testing
- Correct any functional item that fails a test within 10 days, or provide a mutually acceptable written explanation of when DSI will correct the failed item
- Identified software bugs will be addressed by DSI Engineering for assessment. DSI Engineering will then provide an estimated time frame for resolution





- Provide tools for documenting UAT test scripts in the UAT testing Plan and issue tracking log as needed, client may use their own UAT Testing Plan document if available

The client will provide the following resources or task deliverables

- Create a User Acceptance Test Plan with scenario based test scripts to include end-to-end system and client business process functionality, system workflow, system configuration, data migration, interfaces, reports, etc
- Execute UAT Testing Plan
- Track and document test results
- Written acceptance of System User Acceptance Testing complete via the DSI Deliverable Acceptance Form

Assumptions and Constraints

- The client will develop a UAT Test Plan
- The client will provide resources for User Acceptance Testing throughout the process
- The client will track and document test results in a mutually agreed format
- DSI will provide resources to address discrepancies

Upon successful completion of UAT Testing, Client will sign a DSI Deliverable Acceptance form, provided by the DSI Project Manager, to document their acceptance of UAT Testing and acknowledgement that UAT Testing has been completed successfully

Project Management / Engagement Management

The Project Manager's primary goal is to deliver the project within defined constraints through planning, scheduling, and controlling those activities required to achieve the project's objectives and meet customer expectations. The Project Manager strives to deliver on schedule, within budget, within scope, and at the desired performance level.

DSI assigns a professional Project Manager and/or a professional Engagement Manager for every consulting engagement. DSI's Project Management Office ("PMO") and Project Management Methodology provides Project Managers with a formal framework that is used in initiating, planning, managing (executing, monitoring, and controlling), and closing DSI's customer projects. DSI's Project Manager will have the primary responsibility for coordinating all activities for this SOW including scheduling resources, confirming project activities and that all project deliverable and defined activities are executed within the scope of this SOW. DSI's Project Manager will serve as the single point of contact for the project related to this SOW.

DSI's Project Management Methodology provides a defined set of phases and deliverables per Project Management Institute Best Practices which include a series of planning phase activities, including initial alignment meetings to prepare for the kickoff meeting to enable all project participants to understand the project scope, project plan, and objectives. The project kickoff meeting will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, review the communications and risk management plans, review documentation templates, review the SOW and project schedule. The Executing phase allows DSI Project Managers to direct and manage project progress through task execution, distribute project related information per the Communications plan, Quality Assurance per the SOW guidelines, project team development and coaching, and checkpoint meetings to review project progress during





each work week, and weekly status meetings. The Monitoring and Controlling phase provides the DSI PM with the toolset to manage the triple constraint triangle of scope, cost, and schedule through integrated change control, quality assurance, deliverable validation, risk monitoring and control, performance monitoring to plan and schedule, and initiating corrective action measures. In the Closing phase, the Project Manager will verify product and deliverable acceptance, perform final financial audits, lessons learned, project archive delivery and updates, and formal project completion acceptance from the customer.

Project Management activities include:

- Project planning and kickoff meetings
- Project schedule developed per SOW tasks, deliverables, and resource assignments
- Status reporting and status meeting
- Continuously communicating, planning, and scheduling updates
- Schedule and budget monitoring, and scope management
- Risk Management planning to continuously identify, analyze, and mitigate risks
- Action Item and decision tracking, as well as resolving and escalating issues
- Quality Control
- Change control management
- DSI project resource management
- Work product completion and deliverable acceptance management
- Project Completion Acceptance execution

Project Timeline

DSI anticipates commencing this project on a mutually agreeable start date upon receipt of an executed SOW acceptance page ("Acceptance") found at the conclusion of this document. Within two weeks of the Orientation Call, the DSI Project Manager will schedule a mutually agreeable date and time for the project kick-off meeting. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement.

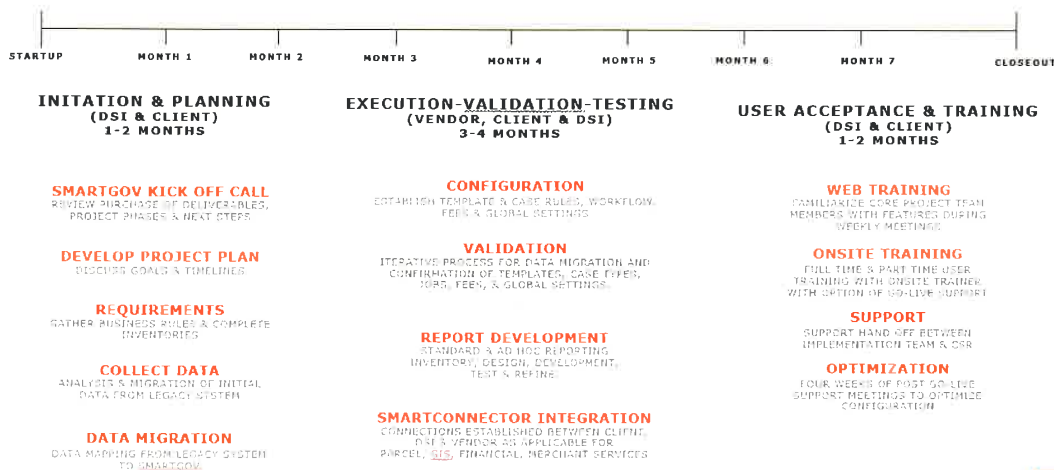
The following generic process will be followed for the implementation of this project. Below is a depiction of the generic process the DSI Project Manager/Engagement Manager will follow for the implementation, DSI reserves the right to modify this process to reflect the scope of this project.





Software for Smarter Operations

SMARTGOV High Level Process



Professional Services Invoicing / Billing

Invoicing Terms

DSI will generate project invoices when the above product codes are completed for the value of the product code as shown in the Investment table.

Travel Expenses

Travel expenses are inclusive in Dude Solutions pricing for your project.

DSI understands there are extenuating circumstances that require a change in scheduling. DSI will make every attempt to accommodate cancellation/rescheduling requests on an as-needed basis. Rescheduling requests will be subject to resource availability and every attempt will be made to meet requested timeframes and timelines, however, no guarantee can be made for requested dates or times. Client accepts that DSI will reschedule based upon our resources' next availability that meets the project duration requirement to complete the scope of work.

Cancellation Policy

Cancellation and Rescheduling requests will be managed per the below policy:



Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any **Cancellation Fees** and **Re-booking Fees** incurred.

Definitions:

- **Cancellation Fees:** Any actual fees incurred by DSI from its travel providers which are the result of the Client canceling work for scheduled date(s) which are not immediately rescheduled, including, but not limited to fees charged for airfare, train, rental car, and hotel.
- **Re-booking Fees:** Any change fees associated with changing travel arrangements to accommodate a rescheduled date requested by Client including, but not limited to, any difference in reasonable travel costs (airfare increase, hotel increase, rental car increase) incurred when re-booking for requested dates.
- **Force Majeure:** Client will not be held liable for Cancellation or Re-booking Fees incurred by DSI as a result of an act of God, such as an earthquake, hurricane, tornado, flooding, winter super storm, winter weather that shuts down a facility, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service within a facility's power grid.

DSI Project Team Roles and Responsibilities

The roles listed below comprise the DSI team supporting this project. The team brings a wealth of experience and knowledge that will provide you with the highest caliber of expertise, thought leadership, and project management. *Due to the size and scope of the project, one person may play multiple roles, to be determined by DSI as appropriate.*

- **Senior Implementation Consultant:** The Senior Technical Consultant ("STC") will develop and deploy the solution and ensure that it meets the business requirements for the project. The STC's goal is to deliver a responsive system that complies with the functional specification. The STC defines, designs, and implements the features or products that meet the client's functional expectations.
- **Implementation Consultant:** The Implementation Consultants ("IS") primary role is to provide project implementation support by setting up a client's account, performing system configuration as defined in the scope of the project, creating/modifying templates as defined in the scope of the project, and creating or modifying standard or custom reports as defined in the scope of the project or requirements discovered during requirements gathering sessions.
- **Project Manager / Engagement Manager:** The Project Manager's ("Project Manager" or "PM") / Engagement Manager's ("Engagement Manager" or "EM") primary role is to deliver the project within the project's defined constraints through planning, scheduling, monitoring progress, controlling scope, and managing client expectations. The PM/EM manages the process to release the correct product on schedule and within budget.



Project Assumptions and Constraints

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Town Of Pembroke Park to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project and will be addressed via a CCA process, as appropriate. Any changes in scope, schedule, or costs will be documented via the CCA process, whether there is a cost impact or not. Zero dollar CCA's will be used as mutual agreement documentation for scope and schedule changes.

Project Assumptions

- Client business stakeholders must be available for onsite visits and working phone conversations.
- DSI resources will be onsite as planned and scheduled.
- Prerequisite data gathering, related to an orientation call or requirements gathering session onsite, must be completed prior to scheduled onsite or orientation call date in order to maximize onsite consulting time and resource productivity.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the onsite visit. Having the requested data and configuration information available prior to the onsite visit may minimize delays so progress can be made quickly.
- Regarding requested enhancements or new feature development, the request will be fully documented and delivered to the DSI software engineering team for review for product inclusion, definition, development, prioritization, and sprint release development and confirmation.

General, Administrative, and Cost

- DSI must be in receipt of this SOW, signed by an authorized Client representative, prior to initiation of services including orientation calls or onsite visits.
- As applicable, designated deliverables must be approved in writing using the *DSI Deliverable Acceptance form*.
- Upon satisfactory completion of project, Client must provide project sign-off using the *DSI Project Completion Acceptance form*.
- DSI is not responsible for delays caused by Client, its contractors, or any third party vendors or third party service providers.
- All project documentation will be prepared in DSI standard format in Microsoft Word, Excel, PowerPoint, Project, Visio, and/or PDF.
- This document could include technical inaccuracies and/or typographical errors.



- **Any request** by Town Of Pembroke Park to modify the scope of work, schedule, or costs will require preparation of a CCA form detailing the work to be performed, as well as the associated costs. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.
- All on-site work will be conducted at Client's physical location. As required, appropriate Client personnel will be made available either at that location or via alternate means (e.g., conference call) for in-person meetings, tours, and ad-hoc meetings with appropriate personnel for additional fact finding, data gathering, and reiteration demos.

Client's Support

- Client will provide the needed input, resources, and documentation to support the tasks contained herein.
- Client will assign a project manager/leader to coordinate activities, reviews, and the collection of information in support of this project and to act as a point of contact.
- Client team members will be identified and be part of the decision-making process as it relates to changes in process, applications, technology, etc.
- Client will provide assistance in the development of functional requirements and will confirm those requirements meet the project's overall business objective.
- Client business and technical staff must be available for team workshops, requirements gathering, data gathering, and/or consulting sessions.
- Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, jurisdictions, management teams, or other necessary resources required for the success of this project.
- Client will provide access to resources in a manner consistent with the proposed schedule and provide suitable designees in the absence of required resources.
- Client will provide adequate working facilities (i.e., desk, computer, telephone, contractor identification, access badge, parking pass, etc.) for DSI to perform any portion of this project that must be conducted at Client's facility and access to all applicable software, databases, tools, and systems at their facilities.
- Client will ensure that the consultant(s) are granted access to the facilities and/or systems required to conduct the necessary work defined in this SOW.
- Client will provide a knowledgeable Escort for data gathering, requirements gathering, tours, and access to restricted personnel as necessary.
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting.





- Advance notice if there is to be any additional incurred travel expenses above and beyond the contract. DSI will confirm approval of all travel dates and expenses in email from the appropriate project sponsors prior to being on site.

Client Engagement Responsibilities

The below table demonstrates the anticipated client engagement responsibilities and level of effort involvement to ensure the success of the project.

Role	Time (% FTE)	Responsibilities
Implementation Project Lead	30-40%	• Serve as primary Person of Contact • Work with Dude PM to plan and schedule client resources • Manage the scope of the paid services in SOW • Coordinate Client staff assignments • Manage Client activities to meet schedule commitments • Mitigate all implementation risks • Define requirement/layouts of reports purchased • Identify requirements for any connectors purchased • Sign-off on completion of all implementation services delivered
Subject Matter Experts (Multiple)	40-60%	• Attend Implementation/configuration meetings • Define and provide input into configuration • Attend User Acceptance and validation Training • Validate data and configuration • Develop UAT Test Scripts
IT Lead	5-10%	• Manage infrastructure changes to support SmartGov • Provide the data to be migrated from systems • Mitigate any technical issues • Coordinate technical assignments required to implement • SMARTConnectors, including GIS and parcel data



Data Validator / UAT Testing	20-30%	• Validate all data migrated • Comprehend the data in the prior system and how it translates to Community Development • Verify the data that was validated • Participate in UAT Testing, execute test scripts and provide feedback
System Administrator	10-15%	• Manage SmartGov Configuration • Create user accounts • Handle user access/privileges • Reset passwords • Supervise organization information changes • Regulate system values • Customize attributes • Generate ad hoc reports • Support internal usage of SmartGov
Training Coordinator	10%	• Manage data within SmartGov, specifically: • Accreditations • Task lists • Training Tracks • Assessments • Training Items • Training Location (conference room, off-site, etc.)
User	Case-by-Case	• Participate in SmartGov training • Participate in UAT Testing, execute Test Scripts

Change Control Authorization Process

In order to maintain a positive relationship with our clients and to complete all services and deliverables of a project on a timely basis, all facets of the project must be agreed upon, and any changes to the project must be requested and evaluated for impacts. Change control is an essential mechanism to monitor and document all project changes and deviations from the original scope and objectives of the project. All project changes must be requested via the project CCA process. The basic steps for a change are:

- The client team or DSI team discovers a need to change the project.
- The authorized client project manager or DSI Project Manager is notified and a CCA is initiated.

- The written project change request is reviewed by all necessary parties and either accepted or rejected.
- If rejected, the change request is maintained in the project file for reference purposes.
- If the written change request is accepted, then:
 - All necessary signatures are recorded on the change request
 - All affected documentation is revised to reflect the change(s)
 - Any adjustments to schedule, scope, and/or cost are made to the overall project plan
 - Signatures are required for all change requests
- Copies of the official approved and signed CCA are forwarded to the customer project manager and DSI Project Manager for the documentation archive. DSI will forward a copy to the Project Accounting Team in the office to update the project information and budget (if necessary).

Change Control Authorizations Process Steps

Step	Type	Description
1	Request	A request is made for a change to the agreed upon scope baseline. The request may be internally or externally generated, must be formally written and communicated to the project manager, and may have been prompted by any number of reasons or events.
2	Evaluate	The project manager facilitates an evaluation to confirm that the requested change is in fact a change to the agreed upon scope baseline. If so, the project manager implements the request as described below.
3	Assess	If the request is in fact a change to the scope baseline, the project manager assesses the impact on project schedule, budget and work products, using a similar approach as the original project planning process, utilizing team member expertise as needed.
4	Document	The project manager documents the project impact and other critical information in a CCA form. A summary of the change is recorded in a change order log. This log is required, and is a very useful tracking tool, and is included in the project status report.
5	Decide	The change order is presented to the project's governing authority, typically a steering committee, stakeholder's, or equivalent. In some cases, the project may have a separate change management board to process change requests. The governing authority decides whether or not to implement the change, and obtains approval for any needed additional resources (if it does not itself have the authority to authorize resource changes).



- | | | |
|---|-------------|--|
| 6 | Incorporate | The project manager incorporates changes into the project's scope baseline in the form of such artifacts as contracts, statements of work, project plans, requirements and design documents per the approved CCA document. |
| 7 | Implement | The project team implements the changes. |





Proposal terms

- Proposal has been prepared for Town Of Pembroke Park ("Subscriber")
- Proposal expires in sixty (60) days
- Initial Term: 11 months

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
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Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Dude Solutions, Inc. agrees the Annual Fees for the first Renewal Term shall remain fixed at the annual subscription rates provided in the Investment section of this document. The Annual Fees for the second, third, and forth Renewal Terms may increase by an amount not to exceed five percent (5%) over the immediately preceding Renewal Term.
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-192137 on any applicable purchase order; address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.





Software for Smarter Operations

Signature

Presented to:

Q-192137

June 18, 2020, 1:19:29 PM

Accepted by:

Printed Name

Signed Name

Title

Date





Software for Smarter Operations

PREPARED FOR

Town Of Pembroke Park

Mark Pakula

IT Manager

Pembroke Park, FL

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

September 08, 2020





Software for Smarter Operations

Q-190314

Pricing is based on 6,370 population.

Solutions - Subscription

Asset Essentials Connector Toolkit

Asset Essentials Enterprise

- Facilities/Physical Plant Module

- Streets/Signs/Sidewalks Module

- Storm Water Module

- Water Distribution and Waste Water Collection Module

- Fleet Module

Asset Essentials Inventory

Subscription Term: 11 months

6 months included at no additional cost

Subtotal: \$4,436.51

Implementation & Services

Asset Essentials Connector Toolkit Training

Virtual Consulting Service for 2.0 days

Subtotal: \$4,696.80

Total Initial Investment

\$9,133.31 USD

Pricing for the First Renewal Term is \$10,647.00.

Sourcwell/NJPA purchasing contract

- <https://www.sourcwell-mn.gov/cooperative-purchasing/110515-sdi> (<https://www.sourcwell-mn.gov/cooperative-purchasing/110515-sdi>)
- Contract #110515-SDI
- Maturity Date: 12/15/2020
- Sourcwell discount of 21% applied to subscription cost and 5% applied to implementation cost.





Software for Smarter Operations

Fla. Stat. § 163.01 (2017). Florida Interlocal Cooperation Act of 1969

(1) This section shall be known and may be cited as the "Florida Interlocal Cooperation Act of 1969."

(4) A public agency of this state may exercise jointly with any other public agency of the state, of any other state, or of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately.

<https://www.sourcewell-mn.gov/compliance-legal> (<https://www.sourcewell-mn.gov/compliance-legal>)





Software for Smarter Operations

Legendary Support Team

Your subscription entitles you to world class support from the Legendary Support Team. From 8 am – 6 pm EST, we're standing by ready to assist with any feature/functionality questions. We promise a live person will answer your call within 3 rings and quickly direct you to a knowledge Advisor. We're committed to responding to all emails sent to support@dudesolutions.com (<mailto:support@dudesolutions.com>), within one hour. If you prefer to keep a support dialogue open at your work station, our Advisors are also available via Chat. The Legendary Support Team is dedicated to your success. Our mission is to effectively communicate, efficiently resolve problems, and delight clients with every interaction.

Client Success Team

You have partnered with Dude Solutions because you believe we will deliver overwhelming value to you and your organization. Our Client Success team is dedicated to ensuring you meet the outcomes you and your organization expect by implementing our solutions. You will have the opportunity to work with a member of our Client Success team on an ongoing basis. Your Client Success Representative will be strategic in their efforts to drive results, keeping your success as their primary goal.





Virtual Consulting Services - Statement of Work

Purpose

Dude Solutions' (DSI) virtual consulting service is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient deliverables to aid their utilization and achieve a faster ROI. This may include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

Value

By partnering with Dude Solutions, you are provided expert guidance in the best practice configuration and usage of your Dude Solutions applications. You will experience faster time to value. Focused virtual consulting services allow a client to focus on their day to day operations and let us take on the burden of one-time tasks related to data, configuration and training. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to their new Dude Solutions application or adoption of new functionality.

Deliverables

The following list is of categories of outcomes that can be achieved through. The specific deliverables included in your service will be documented and presented to you by your Project Coordinator. If additional services are requested, a new Consulting Services SOW may be required. Virtual services are delivered in a minimum of 2 hour increments, or until the desired outcome is reached.

Discovery:

- Virtual Interviews and requirements gathering of current process and desired outcomes. Virtual sessions to review desired outcomes and change management process around configured data, categorizations, end-user provided values and reporting needs.

Data Loading and Account Configuration:

- Data Loading of Pick List values or primary record data (e.g. work orders, events, PM schedules) in your applications. Reviewing, removing duplicates, making recommendations for best alignment of data categories and aligning with DSI Import templates for inclusion in your solution.

User Training:

- Administrator and/or Role based user training to include functions associated to specific role permissions. Including maintaining current data in your account, basic or advanced workflow function and non-administrators' recurring activity regarding creation and processing of records.



** Service outcomes may be dependent on the version of the solution the client owns. Verify that your desired outcomes can be achieved with your current application subscription.

Evaluation

At the conclusion of the service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the service. Ongoing communication until the project is complete will be through your Basecamp project if the service is incorporated into a larger implementation project, or via email.

Client Assumptions

- Data should be provided in an Excel or CSV format in one sheet or workbook with unique records in each row. Multi-tab spreadsheets or multiple rows of data per record will not import successfully and will require additional services. DSI cannot access or extract data from other systems or locations.
- Not all data from a legacy system or database will have a one for one match in your DSI solutions. We will work with the client to determine the best approach to capture and map this data.
- Client is responsible for providing login information ahead of time to users, as well as provide devices where the mobile app(if applicable) or web browser is downloaded and up to date.
- Client is responsible for troubleshooting any issues related to their IT infrastructure including network and device management.
- The client will schedule time for the appropriate resources to be available to the consultant for the duration of any confirmed virtual meeting(s). The success of this process is dependent on the attendance and responsiveness of the key stakeholders.
- Client will verify with their DSI Project Coordinator that they have the correct versions of applications to allow for requested changes to their data or account configuration.
- The client will also provide a dedicated room or area with adequate technology for successful virtual training, including but not limited to monitor/projector, computers/tablets and wireless internet access.
- Client acknowledges rescheduling or cancelling services within 2 weeks of the confirmed date will require rescheduling based on current availability which may result in delays to the larger implementation project.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 20GB of data. Data storage that exceeds 20GB may subject to an additional fee of \$500 per year per additional 20GB of storage



Software for Smarter Operations

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- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
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Software for Smarter Operations

Signature

Presented to:

Q-190314

September 08, 2020, 12:06:28 PM

Accepted by:

Printed Name

Signed Name

Title

Date





SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Service (as defined below) provided by Dude Solutions, Inc. (together with its affiliates, successors and assigns, “DSI”). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

- 1.1 “Access Credentials” means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Service.
- 1.2 “Account” means Subscriber’s specific account where Subscriber subscribes to access and use Service(s).
- 1.3 “Account User” means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.
- 1.4 “Affiliate” means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to “control” another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.5 “Annual Fee” means the annual fee invoiced to Subscriber by DSI (or its sales agent) prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service and, if Subscriber purchases a Connector Toolkit, the API.
- 1.6 “API Toolkit” or “API” means DSI’s proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in DSI’s sole discretion.
- 1.7 “Beta Services” means DSI Services or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.
- 1.8 “Connector Toolkit” means DSI’s add-on module that (i) enables DSI’s Subscribers to integrate

(import/export) Subscriber Data with the Service in batch-mode or real-time, and (ii) consists of the “Connector Tool”, which is a client-side executable program installed locally on Subscriber’s computer, and the API.

1.9 “Confidential Information” means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI’s Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Service. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.10 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

1.11 “Community Development Services” means the SmartGov, ATS and ASMi software application(s) subscribed to by Subscriber pursuant to the Agreement, Documentation or Order Form. For avoidance of doubt, Community Development Services applies only to Subscriber’s production instance and shall exclude all beta and early adopter programs, user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production.

1.12 “Documentation” means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.13 “DSI Data” means all data, information and other content provided by or on behalf of DSI Subscribers to any of the DSI Services.

1.14 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.15 “Implementation, Training and Support Program” or “ITSP” means DSI’s comprehensive implementation, training and support program provided to DSI’s Subscribers with respect to the Service.

1.16 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in

clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.17 **"Order Form"** means DSI's ordering document or online order specifying the Services to be provided hereunder that is entered into between Subscriber and DSI or its Affiliates, including any addenda and supplements. Entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party.

1.18 **"Privacy Policy"** means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located on www.dudesolutions.com.

1.19 **"Service"** means DSI's suite of Software-as-a-Service (SaaS) applications, products and services, as updated, enhanced or otherwise modified from time-to-time that are ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components.

1.20 **"Subscriber"** means the legal entity identified on the Account.

1.21 **"Subscriber Data"** means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

1.22 **"Third Party"** means a party other than Subscriber or DSI.

Section 2.0 Use of the Service and the API; Proprietary Rights

2.1 Use of the Service and the API.

(a) *Service Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), (i) DSI shall permit Subscriber's Account Users to access and use the Service(s) during the Term, including access and use of all of the Content contained in or made available through the Service(s), (ii) Subscriber shall be automatically enrolled in the ITSP (Implementation, Training and Support Program), if applicable, and (iii) DSI shall use commercially reasonable efforts to make available to Subscriber each of the components described in the ITSP, when applicable. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) and the ITSP shall be limited to Account Users.

(b) *API License.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), provided that Subscriber is purchasing the right to use the Connector Toolkit, DSI hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Subscriber Data from the Service to other Third Party applications used by the Subscriber for internal business purposes, and/or (ii) Subscriber's internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Subscriber ("Subscriber Applications"). Subscriber shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology.

(c) *Account Setup.* To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to

maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Service and the API and refuse any and all future use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User's Access Credentials and/or its right to access and use the Service to a different user. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or the API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.1(g)). Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Service by persons other than Account Users.

(e) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or the API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or the API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or the API to provide any service bureau services or any services on a similar basis; (iv) use the Service or the API in a way not authorized in writing by DSI or for any unlawful purpose; (v) use the Service or the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or the API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or the API; (ix) interfere with or disrupt the integrity or performance of the Service, the API or the data contained therein; (x) access or use the Service or the API in order to replicate applications, products or services offered by DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or the API or monitor the availability and/or functionality of the Service or the API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell the Service, the API or any DSI data received via the API; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service;

(f) *Additional Service Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Service. DSI shall provide at least thirty (30) days' prior notice of any such modification.

DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Service or the API and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(g) *API Modifications.* DSI may modify, amend, change, or deprecate all or part of the API in its sole discretion at any time (an "API Modification"). DSI shall use reasonable efforts to provide notice to Subscriber of any such API Modifications as soon as reasonably practical. Subscriber acknowledges that an API Modification may have a material adverse effect on any applications utilizing or relying upon the API (including Subscriber Applications), including but not limited to causing such applications not to operate as designed. DSI shall have no liability of any kind to Subscriber or any user of such applications with respect to such API Modifications or any adverse effects resulting from such API Modifications.

(h) *Controlled API Usage.* DSI may limit or suspend Subscriber's usage of or access to the API if, in DSI's sole discretion, Subscriber or Subscriber's use of the API are adversely affecting the performance or operation of the API or the Service. DSI shall use reasonable efforts to provide notice to Subscriber of any such actions as soon as reasonably practical.

(i) *Links to Third Party Websites.* To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(j) *Beta Services.* From time to time, DSI may make Beta Services available to Subscribers at no charge. Subscriber may choose to try such Beta Services or not in its sole discretion. Use of the Beta Services is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Beta Services at any time, in its sole discretion. Further, DSI may discontinue any and all Beta Services availability at any time in its sole discretion without notice. NOTWITHSTANDING THE DISCLAIMER OF WARRANTIES IN SECTION 7.2(b) AND INDEMNIFICATION IN SECTION 7.3, BETA SERVICES AND DOCUMENTATION, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DSI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICES UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE DSI'S LIABILITY WITH RESPECT TO THE BETA SERVICES PROVIDED SHALL NOT EXCEED \$500.00.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Service, the API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Service and/or the API using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Service, the API, the Documentation and the Content, other than the rights expressly set forth in

this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants DSI a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by DSI from the Subscriber Data (the "De-Identified Data") in order to improve the Services and DSI's performance hereunder to grow DSI's business, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that DSI shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to Subscriber.

(c) Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.

Section 3.0 DSI Responsibilities

3.1 Implementation, Training and Support Program (ITSP). During the Term DSI (or its agent, representative or designee) shall provide and maintain an ITSP program. During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.

3.2 Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, "Professional Services") that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

3.3 Service Levels.

(a) DSI shall use commercially reasonable efforts to make the Service available 99.9% for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of

the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule outside the business hours of 6:00 AM to 10:00 PM EST.

(b) DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3. Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API.

3.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI shall be Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI). At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber's export and download. Following the thirty (30) days after termination or expiration, DSI shall not be obligated to maintain Subscriber Data and shall delete or destroy what remains in its possession or control unless prohibited by law.

Section 4.0 Third Party Interactions

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Service, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Service, the API and a Third Party provider; (iv) be offered additional functionality within the user interface of the Service through use of the API; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as “certified,” “validated,” “premier” and/or any other designation. DSI does not endorse any sites on the Internet that are linked through the Service. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites. The limitations of liability shall apply to all Third Party Interactions.

Section 5.0 Annual Fees

5.1 Annual Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI’s applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the “Automatic Payment Method”). Upon establishment of such Automatic Payment Method, DSI (as DSI’s collection agent) is hereby authorized to charge any applicable Annual Fee using such Automatic Payment Method.

5.3 Renewal Charges. DSI maintains the right to increase Annual Fees and other applicable fees and charges in connection with each Renewal Term.

5.4 Taxes. DSI’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI (as DSI’s collection agent) shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber’s failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until the Service subscription hereunder has expired or have been terminated (the “Term”). The initial term of the Service subscription shall be set forth on the Order Form (the “Initial Term”). Thereafter, the Service subscription shall automatically renew for successive one year periods (each, a “Renewal Term”) unless either party has provided written notice of its intent to not renew the Service subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription.

6.2 Termination of Agreement for Breach. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to suspend Subscriber's access and use of the Service, the API (if applicable) and the Account until the breach is cured. DSI's exercise of its suspension right shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination for Convenience. Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: notice@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund in accordance with the following: (i) if DSI receives Subscriber's written notice of termination within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber eighty percent (80%) of the Annual Fee prepaid for the Initial Term (the "Initial Year Subscription Fee"); (ii) if DSI receives Subscriber's written notice of termination during the Initial Term but after the first sixty (60) days thereof, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Year Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination). For avoidance of doubt, no refund shall be granted during a Renewal Term or with respect to Professional Services rendered.

6.4 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Service shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(e), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Representations, Warranties and Disclaimers

7.1 Representations. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

7.2 Warranties.

(a) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty, Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

(b) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.

7.3 Indemnification.

(a) *Indemnity by DSI.* DSI shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Service, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Annual Fee covering the remainder of the term of the terminated Service subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the Service that is not permitted under the terms of this Agreement. This Section 7.3(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

(b) To the extent allowed by Florida law, and without waiving the rights and defenses afforded to the Subscriber under Fla. Stat. 768.28, Subscriber shall defend and indemnify DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service or the API in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.3(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

7.4 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF ANNUAL FEES PAID BY SUBSCRIBER TO PROVIDER (INCLUDING PAYMENTS TO DSI, AS PROVIDER'S COLLECTION AGENT, FOR USE OF THE SERVICE) PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL PROVIDER HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5.0.

Section 8.0 Confidentiality

8.1 Protection of Confidential Information. Unless expressly prohibited by applicable Florida public records law, the Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not disclose in response to a request made pursuant to any applicable public records law, any of DSI's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify DSI and provide such reasonable cooperation as requested by DSI and permitted by law to oppose production or release of such DSI Confidential Information.

8.4 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party may seek to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0 Miscellaneous

9.1 Compliance with Laws. Subscriber will comply with all laws and applicable government rules and regulations insofar as they apply to Subscriber in its performance of this Agreement's rights and obligations.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Service is subject to DSI's privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such privacy policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the principles of conflict of laws. All legal actions arising from this Agreement shall be brought forth in the applicable state or federal courts located in Broward County, Florida. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed to notice@dudesolutions.com or Dude Solutions, Inc., Attn: Legal Department, 11000 Regency Parkway, Suite 110, Cary NC 27518

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Export Compliance. The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.14 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connect with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.15 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.16 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Town Of Pembroke Park

Dude Solutions, Inc.

Signature

 *Brian Benfer*

Signature

Print Name

Brian Benfer

Print Name

Title

SVP Sales

Title

Date Signed

10/7/2020

Date Signed

RESOLUTION NO. 2020-121

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH DUDE SOLUTIONS, INC. FOR THE PURCHASE OF COMMUNITY DEVELOPMENT AND FINANCIAL SOFTWARE AT A COST OF \$99,167.40 FOR THE FIRST TERM; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town information technology consultant has determined that it is necessary to upgrade the current Town software (“Software”) related to Community Development and Finance; and

WHEREAS, the information technology consultant has determined that such Software is available for purchase from Dude Solutions, Inc., through a cooperative Sourcewell Contract, (Contract ID #110515-SDI) in compliance with the procurement requirements of the Town’s Code of Ordinances; and

WHEREAS, it is necessary for the parties to enter into a written agreement setting forth the terms and conditions for the services to be provided and payment for said services.

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

Section 1: That the Town of Pembroke Park is authorized to make and enter into an Agreement with Dude Solutions, Inc., a Delaware corporation registered to do business in Florida, for the purchase of software and related configuration and training services, at \$99,167.04 (Ninety Nine Thousand One Hundred and Sixty Seven Dollars and Four Cents) for the First Term of 12 months, beginning November 1, 2020. For terms 2 through 5, the cost shall be \$25,218.00.

Town of Pembroke Park
Resolution No. 2020-121

Section 2: That upon approval of the Agreement by the Town staff, the Mayor is authorized to execute and deliver said Agreement for and on behalf of the Town.

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

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

PASSED AND ADOPTED, this 14th day of October, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA P. ANDERSON
Town Attorney

RESOLUTION NO. 2020-126

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR FINANCIAL ACCOUNTING SOFTWARE; AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town staff has solicited proposals from various software companies to purchase financial accounting software and installation and training services for use by the Town's Finance and Budget Department; and

WHEREAS, the Town staff has reviewed the various proposals for the requested software and services, and has determined that Tyler Technologies, Inc. offers the best proposal for the Town's requirements; and

WHEREAS, Section 2-126(c)(5), Pembroke Park Code of Ordinances, allows the Town to utilize competitively solicited proposals from other government agencies provided the solicitation meets the conditions of the Town's ordinance; and

WHEREAS, the software and services offered by Tyler Technologies, Inc. have been competitively solicited by the City of Groveland, Florida, and the Town may "piggyback" on the aforesaid competitively solicited proposal provided that the price offered for the software and services exactly equals or is lower than those prices in the City of Groveland, Florida contract.

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

Section 1: That the Town is authorized to make and enter into an agreement with Tyler Technologies, Inc. for financial accounting software and installation and training services,

said agreement being on file with the Town Clerk and by reference made a part hereof.

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

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

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

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

PASSED AND ADOPTED this 14th day of October, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA P. ANDERSON
Town Attorney

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RESOLUTION NO. 2020-126

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR FINANCIAL ACCOUNTING SOFTWARE; AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town staff has solicited proposals from various software companies to purchase financial accounting software and installation and training services for use by the Town's Finance and Budget Department; and

WHEREAS, the Town staff has reviewed the various proposals for the requested software and services, and has determined that Tyler Technologies, Inc. offers the best proposal for the Town's requirements; and

WHEREAS, Section 2-126(c)(5), Pembroke Park Code of Ordinances, allows the Town to utilize competitively solicited proposals from other government agencies provided the solicitation meets the conditions of the Town's ordinance; and

WHEREAS, the software and services offered by Tyler Technologies, Inc. have been competitively solicited by the City of Groveland, Florida, and the Town may "piggyback" on the aforesaid competitively solicited proposal provided that the price offered for the software and services exactly equals or is lower than those prices in the City of Groveland, Florida contract.

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

Section 1: That the Town is authorized to make and enter into an agreement with Tyler Technologies, Inc. for financial accounting software and installation and training services

Town of Pembroke Park
Resolution No. 2020- 126

for an initial term of five years, to be renewed annually thereafter unless either party elects not to renew 60 days prior to expiration. Town shall pay Tyler Technologies, Inc. a fee of \$38,410 (Thirty Eight Thousand Four Hundred and Ten Dollars) for the first year and \$18,762 (Eighteen Thousand Seven Hundred and Sixty Two Dollars) for the remaining four years of the first term. The Agreement shall be on file with the Town Clerk and by reference made a part hereof.

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

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

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

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

PASSED AND ADOPTED this 14th day of October, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA P. ANDERSON

Town Attorney

AGENDA ITEM REPORT



To: Commission
Subject: Foster & Foster -
Meeting: 10 14 2020 DRAFT REGULAR COMMISSION MEETING - Oct 14 2020
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

ACTUARIAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____ 2020, between the **TOWN OF PEMBROKE PARK**, (herein referred to as the "Town") and **FOSTER & FOSTER, INC.** (herein referred to as the "Actuary").

WITNESSETH

WHEREAS, the Town is required per Governmental Accounting Standards Board Statements No. 75 to disclose specific obligation information regarding the Other Postemployment Benefits (OPEB) plan.

WHEREAS, the Actuary has proposed the performance of certain actuarial services as outlined in agreement following, such that the Town may have the required disclosure information.

WHEREAS, the Actuary has demonstrated the expertise and experience to perform the actuarial services outlined in said agreement.

NOW, THEREFORE, in consideration of services to be performed and payments to be made together with mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. The Actuary shall, within sixty days of receipt of all required employee and financial data, complete and return to the Town the following beginning with an October 1, 2019 valuation:
 - A. Performance of biennial actuarial valuation and Report. The valuation shall be conducted using the Alternative Measurement Method as set forth under Governmental Accounting Standards Board Statement (GASB) No. 75. The assumptions set forth in the valuation will be chosen by the Actuary, unless otherwise denoted in GASB 75, and will be based upon the general experience exhibited by the Actuary's other public-sector plans. The Actuary reserves the right to make changes to these assumptions over time.
 - B. Preparation of disclosure information for auditors per GASB 75. In years in which the actuarial valuation is not performed, the Actuary will still provide all necessary disclosure information for GASB 75 compliance.
 - C. Delivery of three hard-bound copies of the valuation report, as well as one electronic copy provided via e-mail.

The fees associated with the satisfactory performance of the above are \$3,040 for the valuation performed for Fiscal 2020 reporting purposes.

If the Town qualifies for an Interim update for FY 2021, the fees for such services under GASB 75 are \$1,850 for FY 2021. The results would be based on a roll-forward of the October 1, 2019 valuation results to develop the required disclosures under GASB 75. The fees shall increase by 3% for each year thereafter.

2. During the agreement period, the Actuary shall also perform such additional actuarial services as may be requested by the Town including, but not limited to:
 - A. Perform special actuarial Studies to determine the costs associated with the implementation of alternative benefits. For example, the costs associated with changing the employer-provided subsidy to something higher or lower could be examined.
 - B. Conduct meetings with the Town or employee groups to explain plan provisions, review valuation results and to answer questions.
 - C. Analyze funding trends to predict future OPEB costs and OPEB liabilities.
 - D. Perform other consulting services via telephone, e-mail, or facsimile.

The charges not explicitly stated above for work shall be based upon the amount of time required to complete each task. A firm fee quotation prior to commencing any work shall be provided upon request. The hourly charges shall be:

	<u>Hourly Rate</u>
Senior Actuarial Consultant	\$350
Actuarial Consultant	\$300
Actuarial Analyst	\$250
Administrative/Clerical	\$150

3. This Agreement embodies the entire agreement of the parties hereto and no modification thereof shall be made except by written amendment agreed to and executed by both parties.
4. The Town shall deliver to the Actuary all employee and financial data and any such further information as the Actuary shall deem necessary from time to time in order to complete the job.
5. This Agreement is deemed to continue indefinitely, or until such time that either party terminates this agreement with at least 30 days written notice addressed to the other party at the address provided above or at such other address as designated in writing by a party to this Agreement.
6. Upon receipt of an invoice for services performed, the Town shall pay the determined fee to the Actuary within 30 days.

7. Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interest herein without the prior express written consent of the other party.
8. This Agreement shall be construed in accordance with the laws of the State of Florida to the extent not pre-empted by federal law and the provisions hereof shall be governed by such law. All prior agreements between the parties are hereby terminated and superseded by this Agreement.
9. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
10. Any action arising under this Agreement shall be brought exclusively in Broward County.
11. Public Entity Crimes Bill - Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the Town has signed duplicates hereof, and **FOSTER & FOSTER, INC.** has caused its corporate name to be signed to said duplicates by its proper officers thereunto duly authorized on the day and in the year first above written.

FOSTER & FOSTER, INC.

TOWN OF PEMBROKE PARK

By: 
As Authorized Officer

By: _____
As Authorized Representative

Date: October 5, 2020

Date: _____

RESOLUTION NO. 2020-122

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH FOSTER AND FOSTER, INC. FOR ACTUARIAL SERVICES AT A COST OF \$3,040 FOR FISCAL YEAR 2020 AND \$1850 FOR FISCAL YEAR 2021; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town finance department has determined that it necessary to procure actuarial services for the Town; and

WHEREAS, the Town Finance Department has determined that Foster and Foster, Inc., a Florida corporation, is the most qualified vendor to provide such actuarial services; and

WHEREAS, it is necessary for the parties to enter into a written agreement setting forth the terms and conditions for the services to be provided and payment for said services.

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

Section 1: That the Town of Pembroke Park is authorized to make and enter into an Agreement with Foster and Foster, Inc., a Florida corporation, to provide such actuarial services at a cost of \$3,040 for fiscal year 2020 and \$1850 for fiscal year 2021.

Section 2: That upon approval of the Agreement by the Town staff, the Mayor is authorized to execute and deliver said Agreement for and on behalf of the Town.

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

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

PASSED AND ADOPTED, this 14th day of October, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA P. ANDERSON
Town Attorney

LAW OFFICES
RYAN & RYAN, LLC
THIRD FLOOR
700 EAST DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004-3090

ARCHIE J. RYAN III
TIMOTHY M. RYAN
CHRISTOPHER J. RYAN*
LIZA D. ROBLES
*Board Certified City,
County and Local
Government Lawyer

TELEPHONE 954.920.2921
FACSIMILE 954.921.1247

To: Ashira Mohammed, Mayor
Howard P. Clark, Jr., Vice-Mayor
Geoffery Jacobs, Clerk-Commissioner
Georgina Cohen, Commissioner
Reynold Dieuville, Commissioner
JC Jimenez, Town Manager

From: Christopher J. Ryan

Re: Third Amendment to Exclusive Franchise Agreement with Waste
Management Inc. of Florida for Furnishing Solid Waste Collection
Services

Date: September 28, 2020

Our File Number: 23606E

Waste Management Inc. of Florida submitted a proposed Third Amendment to Exclusive Franchise Agreement which would extend the term of the Agreement for an additional five years until December 31, 2025. Waste Management also proposed a notice requirement in Article 5 stating that either party that did not want to renew the Agreement for an additional 5-year period must provide written notice to the other party at least 14 months prior to the end of the then current term. It is my opinion that this proposed notice requirement is not in the Town's best interest, and that the Town should not agree to the notice requirement. The current Agreement does not impose such a non-renewal notice requirement on the parties.

I have amended the proposed Third Amendment submitted by Waste Management to remove the notice requirement. The Town may proceed with the 14-month written notice requirement, select a shorter time frame for the written notice requirement or remove the written notice requirement completely from the Agreement as the Town Commission determines is in the Town's best interest.

Waste Management also added a provision to the Third Amendment that they will contribute \$1,500.00 annually to support Town sponsored community events.

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RESOLUTION NO. 2020-118

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE THIRD AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT BETWEEN TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT INC. OF FLORIDA FOR FURNISHING SOLID WASTE COLLECTION SERVICES; AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID THIRD AMENDMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town entered into an Exclusive Franchise Agreement between Town of Pembroke Park and Waste Management Inc. of Florida for Furnishing Solid Waste Collection Services (“Agreement”) and two amendments to the Agreement; and

WHEREAS, the parties desire to further amend the Agreement to extend the term of the Agreement until December 31, 2025; and

WHEREAS, the Third Amendment to Agreement also provides for Waste Management to make an annual contribution of \$1,500.00 to the Town in support of Town sponsored community events; and

WHEREAS, it is necessary for the parties to enter into a written amendment revising the Agreement as stated above.

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

Section 1: That the Town is authorized to make and enter into the Third Amendment to Exclusive Franchise Agreement Between Town of Pembroke Park and Waste Management Inc. of Florida for Furnishing Solid Waste Collection Services, said Third Amendment being on file with the Town Clerk and by reference made a part hereof.

Section 2: That the Mayor and appropriate Town officials are authorized and directed to execute and deliver said Third Amendment for and on behalf of the Town.

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

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

PASSED AND ADOPTED, this 14th day of October, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA P. ANDERSON
Town Attorney

THIRD AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT BETWEEN
TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT INC. OF FLORIDA
FOR FURNISHING SOLID WASTE COLLECTION SERVICES

This Third Amendment to Exclusive Franchise Agreement Between Town of Pembroke Park And Waste Management Inc. of Florida for Furnishing Solid Waste Collection Services (the "Agreement") is made and entered this _____ day of October, 2020, by and between the Town of Pembroke Park, Florida, a municipal corporation ("Town"), and Waste Management Inc. of Florida, a Florida corporation ("Contractor").

WITNESSETH

WHEREAS, the Town and Contractor entered into the Agreement on December 4, 2015; and

WHEREAS, on or about May 11, 2016, the ~~City- Town~~ and Contractor amended the Agreement to increase bulk collection service to Residential Units and to clarify the Consumer Price Index adjustment ("First Amendment"); and

WHEREAS, on or about March 13, 2019 the ~~City- Town~~ and Contractor amended the Agreement to provide service to Single Family Dwellings, provide a rate for such service and to add the CLEAN Program to control overfilling of Commercial Containers ("Second Amendment"); and

WHEREAS, the parties desire to amend the Agreement to modify the term, update the notice provisions, and to add a new provision that provides for certain contribution by Contractor to Town sponsored events.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Article 5 is modified to read as follows:

This Agreement shall commence at 12:01 AM on January 1, 2016, and shall terminate at 12:00 midnight on December 31, 2025. This Agreement shall be renewable for additional five (5) year periods on the mutual written agreement of the Contractor and Town. ~~A party not desiring to renew shall provide the other party written notice of same at least fourteen (14) months prior to the end of the then current term.~~

2. Article 6 is modified to read as follows:

NOTICE

Whenever either party desires to give notice unto the other, it must be in writing and sent by United States mail, return receipt requested, addressed

to the party for whom it is intended, at the place last specified pursuant to this ARTICLE. The address designated for sending notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate The following as the respective addresses for sending notice, to wit:

FOR TOWN:

Juan C. Jimenez, Town Manager
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

WITH A COPY TO:

Christopher J. Ryan Melissa P. Anderson, Esq., Town Attorney
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

FOR CONTRACTOR:

David Myhan, President
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

WITH A COPY TO:

Ronald Kaplan, Senior Counsel
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

3. Article 16.8 is added as follows:

16.8 Contribution to Town Events. On or before February 1 of each contract year, Contractor will contribute to the Town the sum of One Thousand Five Hundred Dollars (\$1500.00) in the aggregate in support of Town sponsored events including but not limited to Easter Egg Eggstravaganza, Annual Health Fair & Food Giveaway and Annual Toy Drive.

4. Except as amended herein, the Agreement shall remain in full force and effect as written.

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

By: _____
Ronald Kaplan
Assistant Secretary

By: _____
DAVID MYHAN, President

ATTEST:

TOWN OF PEMBROKE PARK

By: _____
~~City Clerk- Geoffery Jacobs~~
~~Clerk-Commissioner~~

By: _____
~~Ashira Mohammed Mayor~~
~~Mayor- Commissioner~~

APPROVED AS TO FORM:

Melissa P. Anderson
Town Attorney

RESIDENTIAL SERVICES**RESIDENTIAL SINGLE FAMILY RESIDENCE AND MULTIPLE DWELLING**

(Includes 2x/wk solid waste cart service and quarterly bulk service)

Per Unit/Mo = \$ 20.29

MULTIFAMILY RESIDENTIAL: CONTAINERIZED

NON-COMPACTED	FREQUENCY OF SERVICE							
CONTAINER SIZE	1	2	3	4	5	6	7	XPU
1	n/a	\$ 82.99	\$ 124.47	\$ 165.96	\$ 207.47	\$ 248.98	\$ 290.44	\$ 25.49
2	n/a	\$ 165.96	\$ 248.98	\$ 331.95	\$ 414.92	\$ 497.92	\$ 580.88	\$ 50.98
3	n/a	\$ 248.98	\$ 373.41	\$ 497.92	\$ 622.39	\$ 746.87	\$ 871.37	\$ 76.47
4	n/a	\$ 331.95	\$ 497.92	\$ 663.89	\$ 829.86	\$ 995.81	\$ 1,161.81	\$ 101.96
6	n/a	\$ 497.92	\$ 746.87	\$ 995.81	\$ 1,244.79	\$ 1,493.75	\$ 1,742.69	\$ 152.94
8	n/a	\$ 663.89	\$ 995.81	\$ 1,327.77	\$ 1,659.71	\$ 1,991.66	\$ 2,323.60	\$ 203.92

COMPACTED	FREQUENCY OF SERVICE							
CONTAINER SIZE	1	2	3	4	5	6	7	
2	n/a	\$ 284.32	\$ 426.48	\$ 568.61	\$ 710.80	\$ 852.94	\$ 995.10	
3	n/a	\$ 426.48	\$ 639.71	\$ 852.94	\$ 1,066.18	\$ 1,279.41	\$ 1,492.65	
4	n/a	\$ 568.61	\$ 852.94	\$ 1,137.26	\$ 1,421.57	\$ 1,705.89	\$ 1,990.20	
6	n/a	\$ 852.94	\$ 1,279.41	\$ 1,705.89	\$ 2,132.37	\$ 2,558.81	\$ 2,985.28	
8	n/a	\$ 1,137.26	\$ 1,705.89	\$ 2,274.51	\$ 2,843.14	\$ 3,411.76	\$ 3,980.41	

COMMERCIAL SERVICES**COMMERCIAL CART SERVICES**

	PER MONTH
1-96 GALLON ROLLOUT CART 2X WEEK	\$109.29
2-96 GALLON ROLLOUT CART 2X WEEK	\$147.80
3-96 GALLON ROLLOUT CART 2X WEEK	\$186.30
4-96 GALLON ROLLOUT CART 2X WEEK	\$224.79

COMMERCIAL CONTAINERIZED

NON-COMPACTED	FREQUENCY OF SERVICE							
CONTAINER SIZE	1	2	3	4	5	6	7	XPU
1	\$ 41.50	\$ 82.99	\$ 124.47	\$ 165.96	\$ 207.47	\$ 248.98	\$ 290.44	\$ 25.49
2	\$ 82.99	\$ 165.96	\$ 248.98	\$ 331.95	\$ 414.92	\$ 497.92	\$ 580.88	\$ 50.98
3	\$ 124.47	\$ 248.98	\$ 373.41	\$ 497.92	\$ 622.39	\$ 746.87	\$ 871.37	\$ 76.47
4	\$ 165.96	\$ 331.95	\$ 497.92	\$ 663.89	\$ 829.86	\$ 995.81	\$ 1,161.81	\$ 101.96
6	\$ 248.98	\$ 497.92	\$ 746.87	\$ 995.81	\$ 1,244.79	\$ 1,493.75	\$ 1,742.69	\$ 152.94
8	\$ 331.95	\$ 663.89	\$ 995.81	\$ 1,327.77	\$ 1,659.71	\$ 1,991.66	\$ 2,323.60	\$ 203.92

Town of Pembroke Park

Effective: 10/1/2020

COMPACTED	FREQUENCY OF SERVICE						
CONTAINER SIZE	1	2	3	4	5	6	7
2	\$ 142.16	\$ 284.32	\$ 426.48	\$ 568.61	\$ 710.80	\$ 852.94	\$ 995.10
3	\$ 213.22	\$ 426.48	\$ 639.71	\$ 852.94	\$ 1,066.18	\$ 1,279.41	\$ 1,492.65
4	\$ 284.32	\$ 568.61	\$ 852.94	\$ 1,137.26	\$ 1,421.57	\$ 1,705.89	\$ 1,990.20
6	\$ 426.48	\$ 852.94	\$ 1,279.41	\$ 1,705.89	\$ 2,132.37	\$ 2,558.81	\$ 2,985.28
8	\$ 568.61	\$ 1,137.26	\$ 1,705.89	\$ 2,274.51	\$ 2,843.14	\$ 3,411.76	\$ 3,980.41

ANCILLARY SERVICES

RESIDENTIAL AND COMMERCIAL CONTAINERIZED

CONTAINER ROLL OUT (PER SERVICE)	\$17.00
CASTERS (MONTHLY PER CONTAINER)	\$14.16
SPECIAL PICKUPS (PER YARD)	\$25.49
LOCKING (MONTHLY PER CONTAINER)	\$15.56
TICKETED SERVICE (PER YARD)	\$7.07

ROLLOFF SERVICES

SOLID WASTE (MSW) MATERIALS

PRICE PER PULL ¹	OPEN TOP	COMPACTOR
10 YARD	\$266.24	\$322.90
15 YARD	\$266.24	\$322.90
20 YARD	\$266.24	\$322.90
30 YARD	\$266.24	\$322.90
40 YARD	\$266.24	\$322.90

¹ Plus disposal fee which will be charged in addition as a direct pass through, based on weight and 20% Franchise Fee.

CONSTRUCTION & DEMOLITION (C & D)/ BULK & MISC WASTE

PRICE PER PULL ¹	OPEN TOP
10 YARD	\$266.24
15 YARD	\$266.24
20 YARD	\$266.24
30 YARD	\$266.24
40 YARD	\$266.24

¹ Plus disposal fee which will be charged in addition as a direct pass through, based on weight. No Franchise Fee for permitted construction sites.

CLEAN PROGRAM

\$200 per incident

CPI for All Urban Consumers (CPI-U)
Original Data Value

For the Town of Pembroke Park

Series Id: CUUR0000SEHG,CUUS0000SEHG

Not Seasonally Adjusted

Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Water and sewer and trash collection services

Base Period: DECEMBER 1997=100

Years: 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2010	166.857	168.078	168.521	169.116	169.825	169.745	171.156	172.491	172.833	173.360	174.094	174.543		
2011	175.754	177.194	177.694	178.033	178.521	178.640	179.820	180.762	181.569	181.916	182.254	182.758		
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921	193.237		
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203		
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414		
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386		
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745		
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842		
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.760	239.509
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401						250.331	

Index Change = 7.458

CPI Change = 3.0%

Consumer Price Index - All Urban Consumers
Original Data Value

Series Id: CUUR0000SA0 **

WHEELABRATOR AGREEMENT

Not Seasonally Adjusted

Area: U.S. city average

Base Period: 1982-84=100

Item: All Items - old base

Years: 2004 to 2015 (Feb)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101					

CPI (New Year)	Mar'14	236.293	Mar'15	236.119	Mar'16	238.132	Mar'17	243.801	Mar'18	249.554	Mar'19	254.202	Mar'20	258.115
CPI (Old Year)	Mar'13	232.773	Mar'14	236.293	Mar'15	236.119	Mar'16	238.132	Mar'17	243.801	Mar'18	249.554	Mar'19	254.202
Difference		3.520		(0.174)		2.013		5.669		5.753		4.648		3.913
Increase Percentage		1.512%		-0.074%		0.853%		2.381%		2.360%		1.863%		1.539%
Increase % with 1% Floor; 5% Cap *		1.512%		1.000%		1.000%		2.381%		2.360%		1.863%		1.539%

* Not-to-Exceed a 5% cap or be less than a 1% floor for any 1 year.

** CPI data from <http://www.bls.gov/cpi/>.

	Beginning Base Rates 07/03/13	Rates Effective 10/01/14	Rates Effective 10/01/15	Rates Effective 10/01/16	Rates Effective 10/01/17	Rates Effective 10/01/18	Rates Effective 10/01/19	Rates Effective 10/01/20
Wheelabrator Agreement (Beginning 7/3/13)								
Option #2/B	\$ 42.48	\$ 43.12	\$ 43.55	\$ 43.99	\$ 45.04	\$ 46.10	\$ 46.96	\$ 47.68
Option #3/C	41.48	42.11	42.53	42.96	43.98	45.02	45.86	46.57
Option #2/B and #3/C - Yard Waste	27.00	27.41	27.68	27.96	28.63	29.31	29.86	30.32
Option #2/B and #3/C - Bulk Trash	33.00	33.50	33.84	34.18	34.99	35.82	36.49	37.05
Broward County Optional Services								
Centralized Billing	\$ 0.150	0.152	0.154	0.156	0.160	0.164	0.167	0.170
Flow Control Enforcement	\$ 0.370	0.376	0.380	0.384	0.393	0.402	0.409	0.415

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EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN
TOWN OF PEMBROKE PARK
AND
WASTE MANAGEMENT INC. OF FLORIDA
FOR
FURNISHING SOLID WASTE COLLECTION SERVICES



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EXCLUSIVE FRANCHISE AGREEMENT

BETWEEN

TOWN OF PEMBROKE PARK

AND

WASTE MANAGEMENT INC. OF FLORIDA

FOR

FURNISHING SOLID WASTE SERVICES

This is an Agreement dated the ____ day of December, 2015, between: TOWN OF PEMBROKE PARK, a Florida municipal corporation, its successors and assigns, hereinafter referred to as TOWN, through its Town Commission;

AND

WASTE MANAGEMENT INC. OF FLORIDA its successors and assigns, hereinafter referred to as CONTRACTOR.

WITNESSETH, In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONTRACTOR hereby agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 Biohazardous Waste shall have the meaning set forth in Section 403.703, Florida Statutes.
- 1.2 Commercial Collection Service shall mean all collection and disposal of Commercial Solid Waste, other than Residential Collection Service as hereinafter defined, and shall include, but is not limited to, roll-off container service, collection and disposal from commercial and industrial establishments, all contiguous Multi-Family Dwelling having five (5) or more dwelling units in a single structure or Condominiums having five (5) or more dwelling units in a single structure exclusive of mobile homes located in mobile home parks and shall be exclusive to CONTRACTOR and mandatory in the TOWN.
- 1.3 Commercial Container shall mean all roll-off containers and any container of one (1) cubic yard or more designed or intended to be mechanically dumped into a leader packer type garbage truck.
- 1.4 Commercial Solid Waste shall mean garbage, trash, rubbish, construction and demolition debris as defined in Section 403.703, Florida Statutes, and other discarded items resulting from the normal activities of a commercial enterprise, contiguous Multi-Family Dwellings having five (5) or more

dwelling units in a single structure or Condominiums having five (5) or more dwelling units in a single structure exclusive of mobile homes located in mobile home parks, excluding Hazardous Waste and Biohazardous Waste.

- 1.5 Condominium shall mean a unit of any residential condominium as defined in Chapter 718 of the TOWN.
- 1.6 Contract Administrator shall be the Town Manager as appointed under the Chapter 2 of Pembroke Park or his designee.
- 1.7 Contract (or Agreement) shall mean this document, including any written amendments hereto and other written documents which are expressly incorporated herein by reference.
- 1.8 CONTRACTOR shall mean WASTE MANAGEMENT INC. OF FLORIDA, including its employees, servants, partners, principals, and agents.
- 1.9 TOWN shall mean the Town Commission of the Town of Pembroke Park.
- 1.10 Designated Disposal Facility shall mean the place or places specifically designated in writing by the Contract Administrator for the disposal of solid waste. These locations shall be outside the Town of Pembroke Park.
- 1.11 Garbage shall mean all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.
- 1.12 Garbage Receptacle shall mean sixty-five (65) or ninety-five (95) gallon roll carts, provided by CONTRACTOR.
- 1.13 Hazardous Waste shall have the meaning set forth in Section 403.703, Florida Statutes.
- 1.14 Multi-Family Dwelling shall mean a residential building which is equal to five (5) or more living units. Multi-Family dwellings shall not include a mobile home that is in a mobile home park.
- 1.15 Residential Collection Service means collection and disposal of Residential Solid Waste, White Goods and Furniture, Yard Trash-Regular, and Yard Trash-Bulk from Residential Units. Residential Collection Service shall be mandatory in the Town.
- 1.16 Residential Solid Waste shall mean garbage and other discarded items resulting from the normal housekeeping activities of a Residential Unit.
- 1.17 Residential Unit shall mean one living unit of a Multi-Family Dwelling having two (2) to four (4) living units in a single structure exclusive of mobile homes located in mobile home parks.
- 1.18 Single Family Dwelling shall mean a residential building which is one living unit, but shall not include mobile homes within a mobile home park. Single family dwellings are not considered residential units for the purposes of this Franchise Agreement.

- 1.19 White Goods and Furniture means discarded refrigerators, ranges, washers, water heaters, and other similar domestic appliances; and household furniture generated by that residential unit.
- 1.20 Yard Trash-Regular shall mean vegetative matters resulting from yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches which shall be placed in CONTRACTOR supplied roll carts.
- 1.21 Yard Trash-Bulk shall mean large cuttings of vegetative and wood matter which are part of normal yard maintenance. Yard Trash-Bulk shall be of a type as to be readily handled by the mechanical equipment of the CONTRACTOR. Yard Trash-Bulk does not include any excessive form of matter or debris resulting from land clearing, land development, or major building demolition debris. Yard Trash-Bulk does not include automobiles and automotive components, boats and internal combustion engines.

ARTICLE 2

COLLECTION SERVICES

- 2.1 The CONTRACTOR shall have the exclusive right and obligation to provide Commercial and Residential Collection Service in the TOWN beginning January 1, 2016.
- 2.2 The CONTRACTOR shall be solely responsible for billing and collecting from its Commercial Collection Service customers. The Town shall be solely responsible for billing and collecting from Residential Collection Service Customers.
- 2.3 The TOWN shall use its best efforts to prohibit unauthorized persons from engaging in Commercial Collection Service and Residential Collection Service within the TOWN.
- 2.4 The CONTRACTOR shall provide new lockable dumpsters to all dumpster customers at start of contract.
- 2.5 The CONTRACTOR shall provide sixty-five (65) or ninety-five (95) gallon carts to commercial customers who require cart service.
- 2.6 The CONTRACTOR shall provide each residential unit a ninety-five (95) gallon cart for Collection Service.

ARTICLE 3

ANNUAL FEES

- 3.1 Commercial Franchise Fee
Commercial Fees

The sums billed and collected pursuant to this provision shall be known as the "commercial franchise fee". The commercial franchise fee shall be separately delineated on the billing statement delivered to those customers receiving Commercial Collection Service who are obligated to pay the commercial franchise fee. The commercial franchise fee calculation shall not include charges for equipment rental, but instead be based on charges for collection and disposal services only.

The commercial franchise fee shall be effective beginning January 1, 2016. For the privilege of engaging in Commercial Collection Service in the TOWN, the CONTRACTOR shall pay, no later than the fifteenth day of each month, a commercial franchise fee based upon the following formula:

The commercial franchise fee payable to the TOWN shall equal twenty percent (20%) of total monies or equivalent value received for Commercial Collection Service. The calculation of total monies or equivalent value received shall not include sums received in payment of the commercial franchise fee. The commercial franchise fee shall not be charged or collected for roll-off container collection or disposal service (or both) when provided to an on-going construction site. However, the commercial franchise fee shall be charged and collected for all other roll-off containers collection or disposal service (or both).

CONTRACTOR shall provide the Contract Administrator with the following information, no later than the fifteenth of each month, in order to determine the applicable franchise fee:

1. The total gross billings during the preceding month and the year-to-date total for Commercial Collection Service; and
2. The total gross amount of monies collected or value received during the preceding month and the year-to-date total for Commercial Collection Service.

Such information shall be updated on a monthly basis and acknowledged as true and correct by the CONTRACTOR in a notarized written certification.

- 3.2 CONTRACTOR shall pay said twenty percent (20%) franchise fee on a monthly basis calculated on the prior month's Commercial Collection Service. If said franchise fee is not in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for the calendar year, then CONTRACTOR shall pay the difference to the Town to make the payment equal Two Hundred Thousand and 00/100 Dollars (\$200,000.00) by February 15 of the following year.

ARTICLE 4

GENERAL TERMS AND CONDITIONS

- 4.1 Subject to the right of the CONTRACTOR to cure as provided in this paragraph, the TOWN may cancel or revoke this Agreement at any time upon the failure of the CONTRACTOR to materially comply with any of its provisions. Before canceling or revoking this Agreement, the Contract Administrator shall send the CONTRACTOR at least twenty (20) days written notice of the CONTRACTOR's failure to comply with a material term or condition of this Agreement. If the CONTRACTOR fails to correct the specified noncompliance within the time period indicated by the notice (which shall be at least twenty [20] days from the date of receipt of such notice), the TOWN shall have the right to cancel or revoke this Agreement. The Contract Administrator shall notify the CONTRACTOR in writing of the date of any meeting that revocation or cancellation will be considered by the TOWN.
- 4.2 This Agreement or the rights granted herein, including any portion of such Agreement or rights, shall not be transferred or assigned by CONTRACTOR without the written approval of the TOWN. The CONTRACTOR's corporate officers such as its president, vice president, treasurer, etc., shall not be considered corporate principals for purposes of this Section. Approval of a sale or assignment shall not be unreasonably withheld and shall be made on a timely basis.
- 4.3 The title to all Residential Solid Waste and Commercial Solid Waste collected pursuant to the authority of this Agreement shall immediately vest in the CONTRACTOR at the time of collection.
- 4.4 All responsibilities for the safe and proper delivery and disposal of Residential Solid Waste and Commercial Solid Waste shall be with the CONTRACTOR while same is in the CONTRACTOR's possession. The CONTRACTOR must deliver such solid waste or an amount of solid waste equal to all solid waste collected in the TOWN to a Designated Disposal Facility or Facilities when directed by the Contract Administrator in writing and shall pay any fees or charges established for the use thereof. The CONTRACTOR shall not deliver or dispose of any of the solid waste it collects from Residential Collection Service and Commercial Collection Service performed in TOWN at a disposal/transfer location located within the Town of Pembroke Park.
- 4.5 The CONTRACTOR shall keep fully informed of all federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. The CONTRACTOR shall at all times observe and comply with all current laws, ordinances, rules, regulations, orders, and decrees; and shall protect and indemnify the TOWN and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by CONTRACTOR, its representatives, subcontractors, sub consultants, professional associates, agents, servants, or employees. Additionally, the CONTRACTOR shall obtain all licenses and permits to conduct business pursuant to this Agreement from

the Federal Government, State of Florida, Broward County, or municipalities when legally required.

- 4.6 The CONTRACTOR shall maintain an office in Broward County with adequate staff and telephone service to handle and resolve all incoming calls and complaints between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday of each week, excluding holidays. Between the hours of 4:00 p.m. and 8:00 a.m., Monday through Friday, and all day on Saturday and Sunday, including holidays, the CONTRACTOR shall maintain an answering service or answering machine to receive incoming calls and complaints.

Any complaints received by the CONTRACTOR before 12:00 noon shall be resolved before 12:00 noon of the next day. Complaints received after 12:00 noon but before 8:00 a.m. shall be resolved before 5:00 p.m. of the following day. An emergency telephone number or number(s) where the CONTRACTOR may be reached shall be given to the Contract Administrator upon execution of this Agreement. The Contract Administrator shall not be required to comply with the provisions of Article 6 when informing CONTRACTOR of complaints.

- 4.7 The CONTRACTOR shall maintain at its sole cost and expense general liability insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, combined single limit bodily injury and property damage liability. This policy shall name TOWN as an additional insured. The CONTRACTOR shall also maintain at its sole cost and expense Business Automobile Liability Insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, combined single limit bodily injury and property damage liability, and Worker's Compensation Insurance in the form and amounts required by Chapter 440, Florida Statutes. The liability policy or policies shall state that it (they) cannot be canceled or restricted without first giving thirty (30) days' prior notice thereof in writing to the Town Commission of Pembroke Park, Florida. The CONTRACTOR shall provide the Contract Administrator with evidence of such insurance in a form or forms acceptable to the TOWN immediately upon execution of this Agreement and on an annual basis thereafter. All insurance companies must be authorized to transact business in the State of Florida. The CONTRACTOR agrees that no payments will be made by TOWN pursuant to the terms of this Agreement until all required proofs or evidence of insurance have been provided to Contract Administrator.
- 4.8 In providing Residential Collection Service and Commercial Collection Services, the CONTRACTOR shall be prompt, efficient, and courteous to all persons.
- 4.9 The CONTRACTOR shall use modern packer-type sanitation trucks for the collection and transportation of Residential Solid Waste. The number of such trucks shall be sufficient to provide a minimum of two (2) collections per Residential Unit per week, on regularly scheduled days and routes. Residential Collection Service shall be no less than three (3) days apart, excluding Sunday.

- 4.10 For Residential Collection Service, the CONTRACTOR shall make collections twice a week from the curbside of Residential Units; however, rear door collection from a Residential Unit shall be required if all adult occupants residing therein are handicapped and if a request for rear door service and payment to the TOWN of the additional fee set forth in Section 4.20 has been made. The term "curbside" is an accessible location near the traveled streets or alleys normally serviced by the collection vehicles. In case of controversy, the Contract Administrator will specify the exact location for container placement.
- 4.11 All Residential Solid Waste to be collected shall be placed in roll carts. Yard Trash-Regular shall be placed in roll carts, or securely tied in bundles cut into lengths no greater than four feet (4') in any dimension. Single Items of trash such as cuttings or limbs of over four inches (4") in diameter shall not be required to be bundled or tied. The total weight of any such bundle or single item of trash shall not exceed fifty pounds (50 lbs.) Hazardous Wastes, Biohazardous Wastes, and other similar wastes shall not be knowingly collected.
- 4.12 The CONTRACTOR shall make one special trash collection for bulky items such as Yard Trash Bulk, and furniture, white goods, and other materials for Residential Unit in TOWN every three (3) month(s) on a specified date, which date shall receive prior approval by the Contract Administrator and shall consist of a designation of one location by Contract Administrator for sufficient containers for residential units to drop off the bulk goods. The CONTRACTOR shall collect up to four (4) cubic yards at each Residential Unit during the quarterly collection. These special collections are not intended to, and the CONTRACTOR shall not be required to, collect Hazardous Waste, large automobile parts, major construction debris or cutting, clippings or other trash resulting from or produced by any commercial venture, including but not limited to landscaping or lawn service, and which was transported to the Residential Unit from another location. The CONTRACTOR'S collection of bulk waste shall not be mingled with waste which is not appropriate for collection under this Agreement. Items that are acceptable for collection that are placed apart from unacceptable items shall be collected.

The CONTRACTOR shall notify the Contract Administrator of its scheduled days of collection of Yard Trash Bulk in sufficient time to allow the Contract Administrator to provide notice to residents. After allowing the CONTRACTOR an opportunity review and comment on the notice to be given, the Contract Administrator shall provide annual notice of all scheduled days of collection for the year to each Residential Unit within the CONTRACTOR'S District. If the CONTRACTOR desires to change said schedule, after the approval of the Contract Administrator, the CONTRACTOR shall notify the Contract Administrator and each Residential Unit of the change. The Contract Administrator may supplement the annual notice by providing additional information or notification of the special trash collection dates. Where it is possible and, in the opinion of the Contract Administrator, expedient to do so, the additional information or notification may be coordinated with local residents' groups.

Loose material which is to be removed during a collection of Yard Trash Bulk shall be bundled or containerized as required in Section 4.11 above. All waste to be collected under this special trash collection provision must be placed at a location designated by the Contract Administrator. In addition to special trash

collections for bulky items, residents may arrange for private bulk trash collections through direct agreement or contract with the CONTRACTOR.

- 4.13 The CONTRACTOR shall provide quarterly reports to the Contract Administrator explaining any difficulties experienced in street roadway accessibility. If a street or road has become impassable or is dangerous for travel by the CONTRACTOR's vehicles or otherwise adversely affects the CONTRACTOR's performance of its obligation under this Agreement, the CONTRACTOR may advise the Contract Administrator at any time for review and handling, where handling by the Contract Administrator is appropriate. The Contract Administrator shall inform the CONTRACTOR of the results of his review or handling within a reasonable time.
- 4.14 The CONTRACTOR shall handle Garbage Receptacles with reasonable care and return them to the approximate curbside location from which they were collected. The CONTRACTOR shall clean up all wastes spilled during collection operations.
- 4.15 The TOWN agrees to exempt Residential Collection Service on, Christmas Day. If a customer's scheduled collection day is on Christmas Day, the CONTRACTOR shall collect on the next scheduled collection day for that customer. The CONTRACTOR shall not be required to perform collection services when the Designated Disposal Facility is closed or when County-wide natural or civil conditions are imminent and have been publicly announced by the Broward County Administrator or the Broward County Emergency Preparedness Division.
- 4.16 Residential Collection Service shall be made only between 7:00 a.m. to 6:00 p.m., Monday through Saturday. Upon the approval of the Contract Administrator, the CONTRACTOR may, in the event of equipment failure or other emergency, provide services after 6:00 p.m. so long as the services do not conflict with the laws of the state, or ordinances, rules, or regulations of the TOWN.
- 4.17 Employees of the CONTRACTOR shall not be required to expose themselves to unusual dangers in performing their duties.
- 4.18 All complaints received and determined to be valid by the Contract Administrator concerning performance under this Contract shall be resolved or corrected by the CONTRACTOR as provided for in Section 4.6, notwithstanding whether such validity is disputed by the CONTRACTOR. If the complaint involves the failure to remove items from a Residential Unit, the CONTRACTOR shall promptly remove same upon written instruction of the Contract Administrator. The CONTRACTOR shall keep records of all complaints and indicate the disposition of each. Such records shall be available for inspection by the Contract Administrator at all times during business hours.

After removing a disputed item or items as required by this Section, the CONTRACTOR may apply for payment of actual costs from the TOWN by making a written request to the Contract Administrator within twenty (20) days

of the date of removal. Within his discretion, the Contract Administrator may refer the request to a hearing examiner designated and agreed to by the Contract Administrator and the CONTRACTOR. Upon twenty (20) days' notice of a time and place, the hearing examiner shall review the request by acting as an impartial arbiter. The CONTRACTOR and the Contract Administrator shall have an opportunity to submit written, oral, or other evidence to the arbiter in support of their respective positions. The CONTRACTOR and the Contract Administrator may also present argument in support of their positions. The CONTRACTOR shall have the burden of proving its assertions, including the amount of its claim for payment, to the satisfaction of the arbiter. After having given the CONTRACTOR and the Contract Administrator an opportunity to be heard, a written decision by the hearing examiner, either approving or modifying the requested payment, shall be sent by regular mail to the CONTRACTOR and the Contract Administrator within twenty-five (25) days. No payment shall be authorized by the hearing examiner in an amount greater than three (3) times the actual disposal costs paid by the CONTRACTOR for the item(s) at the Designated Disposal Facility. The decision of the hearing examiner shall not be subject to appeal and shall be final and binding on the TOWN and the CONTRACTOR.

- 4.19 As provided in ARTICLE 2 above, the CONTRACTOR shall perform the required services within TOWN for all Residential Units entitled to Residential Collection Service.

It is understood that the number of such Residential Units attributed to TOWN is derived as a result of the CONTRACTOR survey. An adjustment will be made to the number of Residential Units and to the payments as of January 1 of each year beginning January 1, 2017, if necessary. Each adjustment shall be made by the TOWN within sixty (60) days of the date the Contract Administrator received the applicable year's January Survey.

Any revision of the Residential Unit payment will be calculated by multiplying the collection portion of the current payment by the percentage change in the Consumer Price Index (CPI) for all urban consumers, Miami, all items (1967 = 100) or successor reports as issued by the United States Department of Labor, Bureau of Labor Statistics, for the twelve (12) months through September 30.

The collection portion of the Residential Unit payment must be added to the above CPI adjustment together with the disposal portion to calculate any new Residential Unit payment amount.

For handicapped occupants who have requested and are receiving rear door collection service, the CONTRACTOR will be paid an additional fee of Two and 00/100 Dollars (\$2.00) per month for such Residential Unit. Payments will be made during the first ten (10) days of each month following service.

- 4.20 The Contract Administrator shall make its best efforts to notify the CONTRACTOR, in writing and in advance, of increases in tipping fees at Designated Disposal Facilities which the TOWN owns or which is operated pursuant to an agreement with the TOWN. Any increase in the charge incurred by the CONTRACTOR pursuant to this Agreement as a result of

tipping fee increases at the Designated Disposal Facility, including the imposition of a tax or surcharge, shall require a simultaneous adjustment in the service fees paid to the CONTRACTOR, provided that the CONTRACTOR shall be responsible for ascertaining and complying with any prerequisites which would exempt the CONTRACTOR from such tax or surcharge. The CONTRACTOR shall not be entitled to receive an adjustment in its service fees where an exemption was available and the CONTRACTOR failed to comply with the prerequisites for obtaining the exemption. Such adjustment shall be calculated by the use of a formula providing for a Nine Cents (\$0.09) per yard increase/decrease to the CONTRACTOR for each One and 00/100 Dollar (\$1.00) per ton increase/decrease in the disposal fees.

4.21 Extraordinary Rate Adjustment. The CONTRACTOR may notify the TOWN at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not have been reasonably foreseen by the prudent operator. The CONTRACTOR may submit certified financial information prepared by a Certified Public Accountant licensed to practice in the State of Florida which shall contain substantial proof and justification to support the need for the rate adjustment. The TOWN may request from the CONTRACTOR such further information, including certified financial information prepared by a Certified Public Accountant licensed to practice in the State of Florida, as may be reasonably necessary in making its determination. The TOWN shall approve, deny or modify the CONTRACTOR's request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the TOWN. Approval or denial of a request by the CONTRACTOR shall not be unreasonably withheld. In addition, the TOWN may notify the CONTRACTOR at any time for a decrease in the rate on the basis of extraordinary and unusual changes in the cost of operations that could not have been reasonably foreseen by the TOWN. The CONTRACTOR shall approve, deny, or modify the TOWN's request, in whole or in part, within sixty (60) days of receipt of the request. Approval or denial of a request by the TOWN shall not be unreasonably withheld.

4.22 The TOWN and the CONTRACTOR agree to continue to work together in good faith and to coordinate their efforts to maintain and improve the level and quality of Residential Collection Service and the Commercial Collection Service.

4.23 Commercial Collection Service:

The CONTRACTOR may, except as otherwise provided in this Agreement, provide Commercial Collection Service in the TOWN. Such Commercial Collection Service shall be governed by the following material terms:

4.23.1 Conditions and Frequency of Service. A minimum of once a week service is required of all customers; however, where garbage, as defined herein, is generated a minimum of twice per week collection is required. Such service shall be provided by

Commercial Container as defined herein. However, where a customer generates one (1) cubic yard or less per week of waste, an alternate non-commercial container may be utilized. Subject to the minimums set forth above, the size of the container and the frequency of collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall provide that no garbage and waste need be placed outside the container. Storage capacity shall be suitable for the amount of waste generated by the customer.

The CONTRACTOR shall provide containers as necessary; however, customers may acquire their containers from any source provided that the source or customer is completely responsible for its maintenance. Such containers shall be of a type that can be serviced by the CONTRACTOR's equipment.

All Commercial Solid Waste shall be placed in a container, garbage can, or such other receptacle or plastic disposal bag. Where garbage cans are used, they shall be placed at the roadside or at such other single collection point as may be agreed upon between the CONTRACTOR and the customer. All containers shall be kept in a safe, accessible location as designated or approved by the TOWN and Its Planning Department or the Broward County Health Department and as agreed upon between the CONTRACTOR and the customer. Any container damaged by the CONTRACTOR shall be repaired or replaced by the CONTRACTOR, ordinary wear and tear of customer-owned containers excepted.

4.23.2 Level and Type of Service for Commercial Collection and Other Services:

The schedule of charges for Commercial Collection and Residential Collection is attached hereto as Exhibit A. The schedule of charges may be adjusted annually on October 1 of each year during the term of the Agreement.

4.23.3 CONTRACTOR shall provide Town Hall and Town Parks free containerized commercial solid waste service for the everyday weekly waste produced as part of this Agreement.

4.23.4 CONTRACTOR shall provide new locking dumpsters for commercial service at start of contract and New Roll Carts for residential and commercial accounts too small for dumpster service.

4.23.4 CONTRACTOR Shall provide for deodorant misting of dumpsters with collection of waste.

ARTICLE 5

TERM

This Agreement shall commence at 12:01 a.m. on January 1, 2016, and shall terminate at 12:00 midnight on December 31, 2020. This Agreement shall be renewable for an additional five (5) years until December 31, 2025 at the sole discretion of the Town.

ARTICLE 6

NOTICE

Whenever either party desires to give notice unto the other, it must be in writing and sent by United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified pursuant to this ARTICLE. The address designated for sending notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate The following as the respective addresses for sending notice, to wit:

FOR TOWN:

Dr. Robert A. Levy, Town Manager
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

WITH A COPY TO:

Christopher J. Ryan, Esq., Town Attorney
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

FOR CONTRACTOR:

Timothy B. Hawkins, President
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

WITH A COPY TO:

Ronald Kaplan, Senior Counsel
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

ARTICLE 7

ACCEPTANCE OF RIGHTS

By acceptance of the rights and privileges granted pursuant to this Agreement, the CONTRACTOR agrees to comply with each and every provision; term; and condition hereof including, without limitation, any additions or amendments hereafter adopted; all federal and state laws; all local laws; ordinances; rules; regulations; and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner affect the work, or which in way affect the conduct of the work, and any amendments thereto. The CONTRACTOR shall also comply with all rules or regulations now existing or hereinafter adopted or amended by the TOWN that relate to the collection and transportation services performed or to be performed by CONTRACTOR pursuant hereto; however, any rules or regulations adopted or amended subsequent to the date of execution of this Agreement shall not be effective to the extent of any inconsistency with the terms hereof unless approved by the CONTRACTOR.

ARTICLE 8

INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless the TOWN, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising from CONTRACTOR'S performance or nonperformance or services pursuant to this Agreement, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of the TOWN, its officers, agents, or employees. The indemnification provided by this ARTICLE shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the TOWN's option, any and all claims and suits brought against the TOWN which may result from the CONTRACTOR's performance or nonperformance of services pursuant to this Agreement.

ARTICLE 9

COMMUNITY CLEAN UP

The CONTRACTOR will voluntarily participate in community cleanup projects when organized by the Contract Administrator by providing collection vehicles and transportation to a Designated Disposal Facility. Should the CONTRACTOR participate in a community cleanup project, it shall provide transportation services and equipment in connection with the community cleanup project. Such transportation services shall be at the expense of the CONTRACTOR except that the TOWN shall pay all tipping fees or disposal costs for garbage, trash, debris, and similar items, which are collected in furtherance of the community cleanup project. The Contract Administrator and

CONTRACTOR agree to work to coordinate their efforts with interested residents in an effort to facilitate convenient implementation of the community cleanup project for the participants.

ARTICLE 10

RECYCLING

Subject to the requirements of law, the TOWN shall have the right to develop and implement a recycling program in furtherance of the requirements of Chapter 403 of the Florida Statutes. The right of the TOWN to develop and implement a recycling program shall be exercisable for as long as this Agreement is effective, including any extension or renewal. If the TOWN decides to develop and implement a curbside recyclable materials collection program, then in the development and implementation of such curbside recyclable materials collection program, the TOWN may enter into negotiations with the CONTRACTOR for and to the extent required by Section 403.706(9), Florida Statutes. If the TOWN and the CONTRACTOR fail to reach an agreement within sixty (60) days from the initiation of such negotiations, the TOWN may solicit proposals from other persons to undertake curbside recyclable materials collection responsibilities for the TOWN as the TOWN may require. Upon the determination of the lowest responsible proposal or the best proposal as determined by the TOWN, the TOWN may undertake, or enter into a written agreement with the person who submitted the lowest responsible proposal to undertake the curbside recyclable materials collection responsibilities for the TOWN notwithstanding the exclusivity of the CONTRACTOR's Agreement.

If a recycling program is implemented by the TOWN, any cost for tipping fees payable to the CONTRACTOR shall be reduced proportionately to an amount which shall be agreed upon by the TOWN and the CONTRACTOR.

ARTICLE 11

FINANCIAL RECORDS AND REPORTS

The CONTRACTOR shall keep financial records to properly reflect its financial operations and financial condition in accordance with generally accepted accounting principles.

The TOWN reserves the right to examine, audit, and review any and all records relating to franchise fees at any time during normal business hours upon giving reasonable notice.

The TOWN reserves the right to access any customer information, reports, etc. in CONTRACTOR'S possession related to this Agreement needed for Town purposes in preserving the Solid Waste Service. This includes, but not limited to, Customer Names, Addresses, level of Service.

ARTICLE 12

EMERGENCY CLEANUPS

The CONTRACTOR agrees to provide emergency cleanups to the Town at the same cost as established between CONTRACTOR and the unincorporated Broward County Franchise Agreement on a yearly basis. Said emergency services shall be at the direction of the Town Manager and CONTRACTOR shall commit that said cleanups will be priority to CONTRACTOR. CONTRACTOR also agrees to provide assistance to Town in applying for Federal monies for reimbursement for the expense of any emergency cleanup.

ARTICLE 13

PRIOR AGREEMENTS SUPERSEDED

This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

ARTICLE 14

ACCEPTANCE OF RIGHTS

By acceptance of the rights and privileges granted pursuant to this Agreement, CONTRACTOR agrees to comply with all rules and regulations now existing or hereinafter adopted or amended by TOWN that relate to the collection and transportation services performed or to be performed by CONTRACTOR pursuant hereto. However, any rules or regulations other than those related to the health, safety, and welfare of the citizens of Broward County, adopted or amended subsequent to the date of execution of this Agreement shall not be effective to the extent of any inconsistency with the terms hereof unless approved by CONTRACTOR.

ARTICLE 15

UNCONTROLLABLE FORCES

15.1 Neither TOWN nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

15.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16

MISCELLANEOUS

16.1 **Succession of Agreement.** This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.2 **Execution Date.** The date of execution of this Agreement shall mean the last day upon which it becomes fully executed by CONTRACTOR and TOWN.

16.3 **Survival.** Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

16.4 **Definitions.** Words and phrases used in this Agreement and not otherwise defined shall have the meaning ascribed to them in Article 1.

16.5 **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16.6 **Further Assurance.** TOWN and COUNTY agrees to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limited the specific rights and obligations set forth in this agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

16.7 **Time is of the essence.** For the purposes herein, the parties agree that time shall be of the essence of this Agreement, and the representations and warranties made are all material and of the essence of this Agreement.

16.8 **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference and in no way define, describe, extend, or limit the scope of intent of this Agreement, nor the intent of any provisions hereof.

16.9 **No Waiver.** No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a containing or future waiver.

16.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

16.11 **Gender.** All terms and words used in this Agreement, despite the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

16.12 **Entire Agreement and Modification.** This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement

between the parties and supersedes previous Agreements for furnishing solid waste collection services and recovery and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

16.13 Severability. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

16.14 Exhibits. All exhibits attached hereto contain additional terms of this Agreement. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

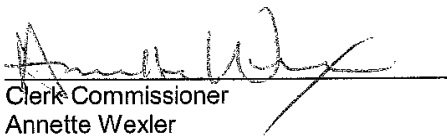
16.15 Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Broward County, Florida, unless otherwise agreed to by the parties.

16.16 Unusual Dangers. Employees of the CONTRACTOR shall not be required to expose themselves to unusual dangers in performing their duties.

16.17 Coordination of Efforts. The parties agree to continue to work together in good faith and to coordinate their efforts to maintain and improve the level and quality of Residential Collection Service.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: TOWN through its Town Commission, signing by and through its Mayor and Clerk Commissioner, authorized to executed same by Board action on the 9th day of December, 2015, and WASTE MANAGEMENT INC. OF FLORIDA, signing by and through its Vice President and General Manager who is duly authorized to execute same.

ATTEST:

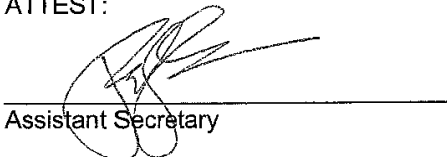

Clerk Commissioner
Annette Wexler

TOWN

TOWN OF PEMBROKE PARK

By: 
Ashira Mohammed, Mayor

ATTEST:


Assistant Secretary

CONTRACTOR

WASTE MANAGEMENT INC OF FLORIDA

By: 
Timothy Hawkins, President

Exhibit A**RESIDENTIAL SERVICES****SINGLE FAMILY AND MULTIPLE DWELLING CURBSIDE SERVICE**

SINGLE FAMILY RESIDENCE	\$ 19.00
MULTIPLE DWELLING (DUPLEX)	\$ 19.00

(2x/wk Garbage & Yardwaste plus Quarterly Bulk - 4cy limit/ps)

MULTIFAMILY RESIDENTIAL: CONTAINERIZED

NON-COMPACTED	FREQUENCY OF SERVICE						
CONTAINER SIZE	1	2	3	4	5	6	7
1	n/a	\$ 77.11	\$ 115.67	\$ 154.22	\$ 192.78	\$ 231.34	\$ 269.89
2	n/a	\$ 154.22	\$ 231.34	\$ 308.45	\$ 385.56	\$ 462.67	\$ 539.78
3	n/a	\$ 231.34	\$ 347.00	\$ 462.67	\$ 578.34	\$ 694.01	\$ 809.69
4	n/a	\$ 308.45	\$ 462.67	\$ 616.90	\$ 771.12	\$ 925.34	\$ 1,079.57
6	n/a	\$ 462.67	\$ 694.01	\$ 925.34	\$ 1,156.68	\$ 1,388.02	\$ 1,619.35
8	n/a	\$ 616.90	\$ 925.34	\$ 1,233.79	\$ 1,542.24	\$ 1,850.69	\$ 2,159.14

COMPACTED	FREQUENCY OF SERVICE						
CONTAINER SIZE	1	2	3	4	5	6	7
2	n/a	\$ 281.69	\$ 422.51	\$ 563.35	\$ 704.19	\$ 845.03	\$ 985.88
3	n/a	\$ 422.51	\$ 633.78	\$ 845.03	\$ 1,056.29	\$ 1,267.54	\$ 1,478.83
4	n/a	\$ 563.35	\$ 845.03	\$ 1,126.70	\$ 1,408.38	\$ 1,690.07	\$ 1,971.73
6	n/a	\$ 845.03	\$ 1,267.54	\$ 1,690.07	\$ 2,112.57	\$ 2,535.10	\$ 2,957.61
8	n/a	\$ 1,126.70	\$ 1,690.07	\$ 2,253.42	\$ 2,816.76	\$ 3,380.11	\$ 3,943.48

COMMERCIAL SERVICES

COMMERCIAL CART SERVICES

ANCILLARY SERVICES

RESIDENTIAL AND COMMERCIAL CONTAINERIZED

CONTAINER ROLL OUT (PER SERVICE)	\$14.40
CASTERS (MONTHLY PER CONTAINER)	\$12.00
SPECIAL PICKUPS (PER YARD)	\$21.60
LOCKING (MONTHLY PER CONTAINER)	\$13.20
TICKETED SERVICE (PER YARD)	\$6.00

ROLLOFF SERVICES

SOLID WASTE (MSW) MATERIALS

PRICE PER PULL ¹	OPEN TOP	COMPACTOR
10 YARD	\$225.60	\$273.60
15 YARD	\$225.60	\$273.60
20 YARD	\$225.60	\$273.60
30 YARD	\$225.60	\$273.60
40 YARD	\$225.60	\$273.60

¹ Plus disposal fee which will be charged in addition as a direct pass through, based on weight and 20% Franchise Fee.

CONSTRUCTION & DEMOLITION (C & D)/ BULK & MISC WASTE

FLAT RATE PRICE ¹	OPEN TOP
10 YARD	\$225.60
15 YARD	\$225.60
20 YARD	\$225.60
30 YARD	\$225.60
40 YARD	\$225.60

¹ Plus disposal fee which will be charged in addition as a direct pass through, based on weight. No Franchise Fee for permitted construction sites.

12/18/2015

AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT BETWEEN TOWN
OF PEMBROKE PARK AND WASTE MANAGEMENT INC. OF FLORIDA FOR
FURNISHING SOLID WASTE COLLECTION SERVICES

This Amendment to Exclusive Franchise Agreement Between Town of Pembroke Park And Waste Management Inc. of Florida for Furnishing Solid Waste Collection Services (the "Agreement") is made and entered this _____ day of 2016, by and between the Town of Pembroke Park, Florida, a municipal corporation ("Town"), and Waste Management Inc. of Florida, a Florida corporation ("Contractor").

WITNESSETH

WHEREAS, the Town and Contractor entered into the Agreement on December 4, 2015; and

WHEREAS, the City and Contractor desire to amend the Agreement to increase bulk collection service to Residential Units and to clarify the Consumer Price Index adjustment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 4.12 is modified to read as follows:

The CONTRACTOR shall make one special trash collection for bulky items such as Yard Trash Bulk, and furniture, white goods, and other materials for Residential Unit in TOWN every two (2) months on a specified date, which date shall receive prior approval by the Contract Administrator and shall consist of a designation of one location by Contract Administrator for sufficient containers for residential units to drop off the bulk goods. The CONTRACTOR shall collect up to four (4) cubic yards at each Residential Unit during each collection. These special collections are not intended to, and the CONTRACTOR shall not be required to, collect Hazardous Waste, large automobile parts, major construction debris or cutting, clippings or other trash resulting from or produced by any commercial venture, including but not limited to landscaping or lawn service, and which was transported to the Residential Unit from another location. The CONTRACTOR'S collection of bulk waste shall not be mingled with waste which is not appropriate for collection under this Agreement. Items that are acceptable for collection that are placed apart from unacceptable items shall be collected.

The CONTRACTOR shall notify the Contract Administrator of its scheduled days of collection of Yard Trash Bulk in sufficient time to allow the Contract Administrator to provide notice to residents. After allowing the CONTRACTOR an opportunity review and comment on the notice to

be given, the Contract Administrator shall provide annual notice of all scheduled days of collection for the year to each Residential Unit within the CONTRACTOR's District. If the CONTRACTOR desires to change said schedule, after the approval of the Contract Administrator, the CONTRACTOR shall notify the Contract Administrator and each Residential Unit of the change. The Contract Administrator may supplement the annual notice by providing additional Information or notification of the special trash collection dates. Where it is possible and, in the opinion of the Contract Administrator, expedient to do so, the additional information or notification may be coordinated with local residents' groups.

Loose material which is to be removed during a collection of Yard Trash Bulk shall be bundled or containerized as required in Section 4.11 above. All waste to be collected under this special trash collection provision must be placed at a location designated by the Contract Administrator. In addition to special trash collections for bulky items, residents may arrange for private bulk trash collections through direct agreement or contract with the CONTRACTOR.

2. Section 4.19 is modified to read as follows:

As provided in ARTICLE 2 above, the CONTRACTOR shall perform the required services within TOWN for all Residential Units entitled to Residential Collection Service.

It is understood that the number of such Residential Units attributed to TOWN is derived as a result of the CONTRACTOR survey. An adjustment will be made to the number of Residential Units and to the payments as of January 1 of each year beginning January 1, 2017, if necessary. Each adjustment shall be made by the TOWN within sixty (60) days of the date the Contract Administrator received the applicable year's January Survey.

Beginning on October 1, ____, and on each October 1 thereafter, the Residential Unit rate shall be adjusted to reflect the increase or decrease in the Consumer Price Index as set forth herein. Revision of the Residential Unit payment will be calculated by multiplying the collection portion of the current payment by the percentage change in the Consumer Price Index (CPI) All Urban Consumers: Water and sewer and trash collection services (CUUR0000SEHG) or successor reports as issued by the United States Department of Labor, Bureau of Labor Statistics, for the for the immediately preceding twelve (12) month period of July to July.

The collection portion of the Residential Unit payment must be added to the above CPI adjustment together with the disposal portion to calculate any new Residential Unit payment amount.

For handicapped occupants who have requested and are receiving rear door collection service, the CONTRACTOR will be paid an additional fee of Two and 00/100 Dollars (\$2.00) per month for such Residential Unit. Payments will be made during the first ten (10) days of each month following service.

The percentage change in the CPI calculated for Residential Units shall be applied to the collection portion of all commercial rates simultaneously.

Although the adjustment for CPI may be positive or negative, in no event at any time during the term of this Agreement shall any residential or commercial rate be less than the rate for same effective on January 1, 2016.

3. Except as amended herein, the Agreement shall remain in full force and effect as written.

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

By: _____
Ronald Kaplan
Assistant Secretary

By: _____
Timothy Hawkins, President

ATTEST:

TOWN OF PEMBROKE PARK

By: _____
City Clerk

By: _____
Mayor

SECOND AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT INC.
OF FLORIDA FOR FURNISHING SOLID WASTE COLLECTION SERVICES

This Second Amendment to Exclusive Franchise Agreement Between Town of Pembroke Park And Waste Management Inc. of Florida for Furnishing Solid Waste Collection Services (the "Agreement") is made and entered this _____ day of 2019, by and between the Town of Pembroke Park, Florida, a municipal corporation ("Town"), and Waste Management Inc. of Florida, a Florida corporation ("Contractor").

WITNESSETH

WHEREAS, the Town and Contractor entered into the Agreement on December 4, 2015; and

WHEREAS, on or about May 11, 2016, the City and Contractor amended the Agreement to increase bulk collection service to Residential Units and to clarify the Consumer Price Index adjustment ("Amendment"); and

WHEREAS, the parties desire to amend the Agreement to provide service to Single Family Dwellings, provide a rate for such service and to add the CLEAN Program to control overfilling of Commercial Containers.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 2.1 is modified to read as follows:

The CONTRACTOR shall have the exclusive right and obligation to provide Commercial and Residential Collection Service in the TOWN beginning January 1, 2016. Commencing _____ 2019, the Contractor shall also have the exclusive right and obligation to provide curbside roll cart Collection Service to Single Family Dwellings. Service to Single Family Dwellings shall be governed by the provisions of the Agreement applicable to Residential Collection Service as set forth in Article 4, including but not limited to the Consumer Price Index adjustment. The applicable rate shall be as follows:

Collection \$13.59 per unit per month
Disposal \$5.63 per unit per month
Total \$19.22 per unit per month

In the event a Single Family Dwelling should require a second roll cart, the additional charge for same shall be the disposal portion of the rate, initially \$5.63 per month.

2. Section 4.23.5 is added as follows:

CLEAN Program.

- (a) Thirty (30) days prior to the commencement of the CLEAN Program in the Town, Contractor shall notify each of its customers that receive their garbage service by a Commercial Container of the implementation of the CLEAN Program. For purposes of this Section, all notices shall be provided to the address of record provided to Contractor.
 - (b) Overfilling Commercial Containers present safety and health risks to the residents of the Town. In the event Contractor determines that a customer's container is overfilled with waste and/or recyclables during a collection event, Contractor shall take a digital photograph of the overfilled container in such a manner to present evidence of such overfilling. For purposes of this Section, "Overfilling" is defined as a container overloaded such that the lid does not close securely and is displaced by at least ten (10) inches.
 - (c) Contractor shall provide to the customer notice of such Overfilling on the Customer's next invoice.
 - (d) For each event of Overfilling, Contractor shall charge the customer the amount of \$200. Contractor shall take reasonable steps to seek to increase the customer's level of service by providing a larger container for the customer and/or by increasing the frequency of service. If the customer refuses attempt to correct the overflowing issue Contractor will forward information to the Town's Code Enforcement department. Upon collection of the Overfilling charge from a customer, Contractor shall remit \$25 to the Town.
3. Except as amended herein, the Agreement shall remain in full force and effect as written.

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

By: _____
Ronald Kaplan
Assistant Secretary

By: _____
DAVID MYHAN, President

ATTEST:

By: _____
City Clerk

TOWN OF PEMBROKE PARK

By: _____
Mayor



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
Vice Mayor

Geoffrey Jacobs
Clerk-Commissioner

Reynold Dieuville
Commissioner

Georgina Cohen
Commissioner

Christopher J. Ryan
Town Attorney

MEMO

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice- Mayor
Geoffrey Jacobs, Clerk-Commissioner
Reynold Dieuville, Commissioner
Georgina Cohen, Commissioner
JC Jimenez, Town Manager

From: Myriam Jacques, Interim Public Services Director

Date: Friday, September 11, 2020

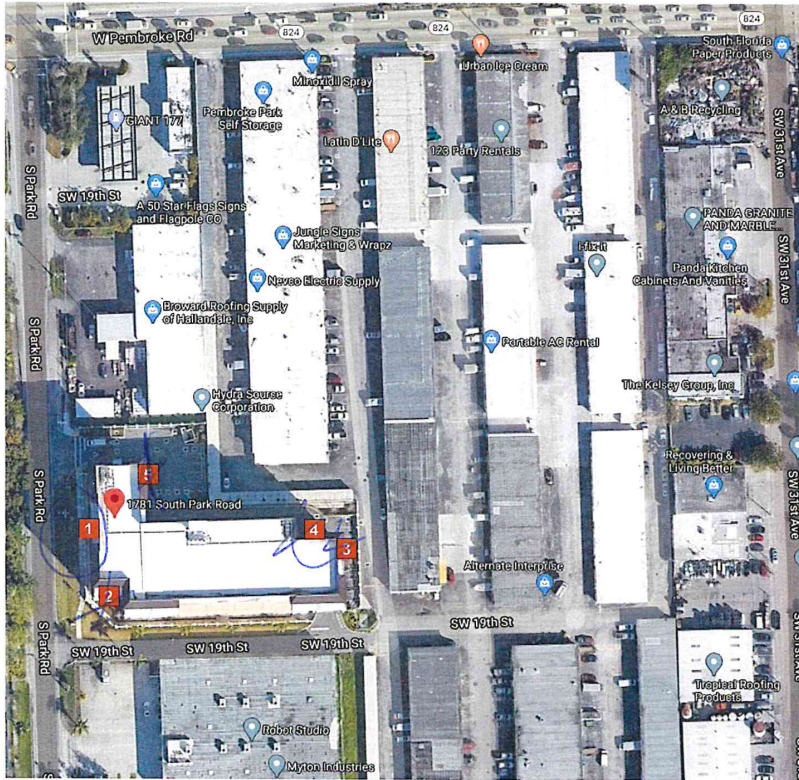
Re: Variance Request for Public Storage, Located at 1781 S Park Road
By American SignCrafters

Background:

American SignCrafters on behalf of Public Storage, Inc has requested a sign variance for their storage warehouse located at 1781 S Park Road. American SignCrafters has requested to transfer the sign variance from the previous tenant, Cube Storage. The owner has already paid for the request and they are not asking for additional variance from the sign requirements.

I am recommending approval as requested since the sign dimensions remain the same as the previous tenant.

Myriam Jacques
Interim Public Services Director



PAINTING Code:



- ☒ Conceptual Artwork
All Sizes are Estimated Until Technically Verified
- ☐ Technical Artwork
- ☐ Designed per Redlines

- 1 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- 2 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- 3 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
- 4 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
- 5 FCO COPY ON PANEL - NON-ILLUMINATED
AREA: 6.0 SF

MAIN ID WALL SIGNS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
1	WEST ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
2	SOUTH ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
3	EAST ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	
4	NORTH ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	

SECONDARY WALL / DIRECTIONAL SIGNS / PANELS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
5	EAST ELEVATION		6.0 SF	FCO COPY B/G PANEL	

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

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UL
NANPA PLANT -
UL #433195-001
U.S. & P.R. - All signs conform to UL-462 (Type 1) listed accordingly & must comply with UL-471.1 in all procedures. Canada - all signs must be CANS compliant. This sign is intended to be installed in accordance with requirements of article 610 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: PUBLIC STORAGE
Site: SITE #
1781 S PARK ROAD
PEMBROKE PARK, FL

Design Number: TG-0399-20
Date: 02/26/20
Designer: SH
Account Manager: JG

File Location: PS-TPM-HallandaleFL-020320-R2
Drawing type:
Rev:

Page No.

1 of 10

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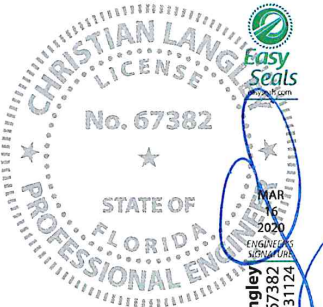


WEST ELEVATION
REMOVE AND DISCARD SIGN
EXISTING SF: 55.0



WEST ELEVATION
PROPOSED SF: 55.0

NOTE:
Any deviations from location reference
to call Image National on Site Direction.

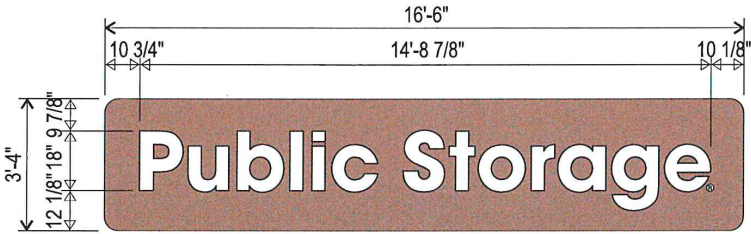


Christian Langley
Florida PE #67382
Cert of Auth #31124
1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113

Special Notes

BACKER PANEL PAINTED SW 6348 REYNARD

SEE NEXT PAGE FOR FULL ELEVATION VIEW



1 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

LETTER AREA (BOXED) - 29.4 SF AREA (INCLUDING B/G) - 55.0 SF

MINIMUM CLEAR SPACE REQUIRED - 3'-4" X 16'-6"

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UL UNDERWRITERS LABORATORIES ELECTRIC SIGN

NAMPA PLANT - UL #433195-001

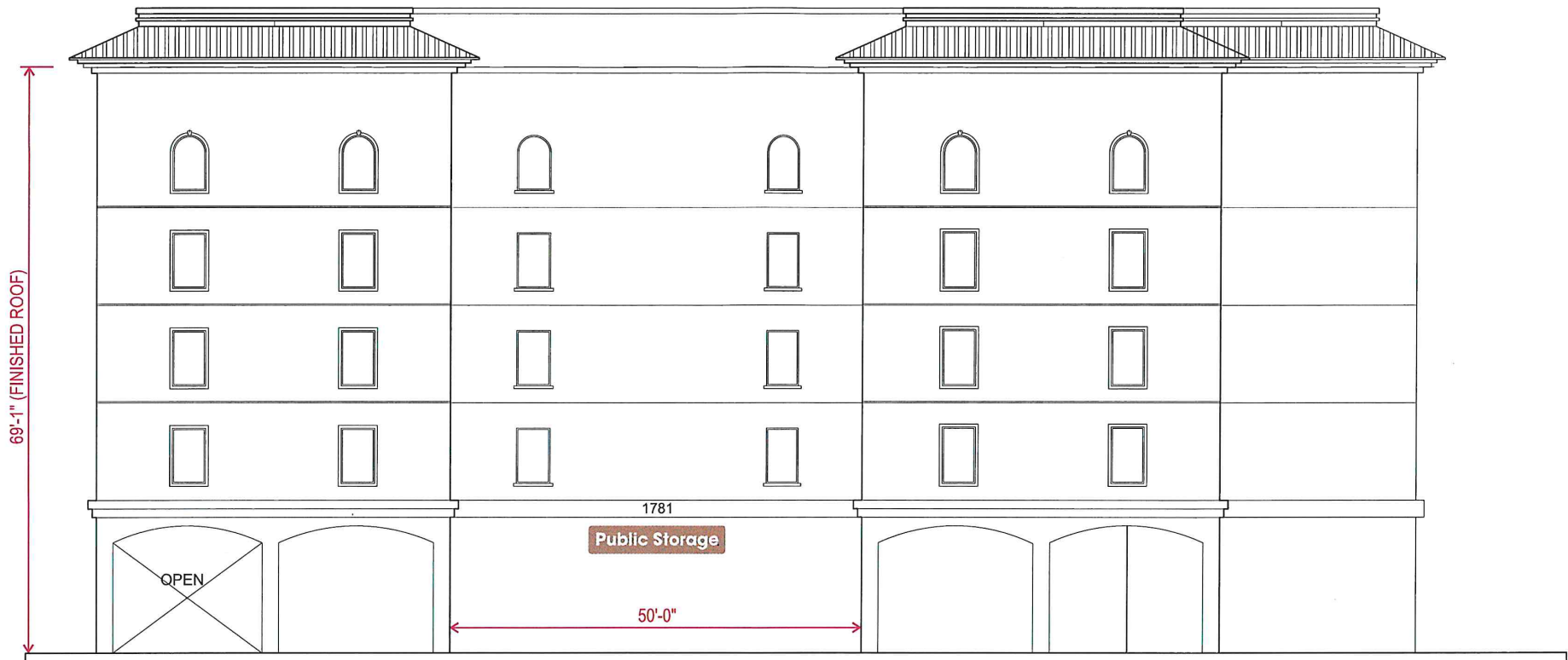
U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures; Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: PUBLIC STORAGE	Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20	Drawing type:	2 of 10
	Designer: SH	Rev:	
	Account Manager: JG		

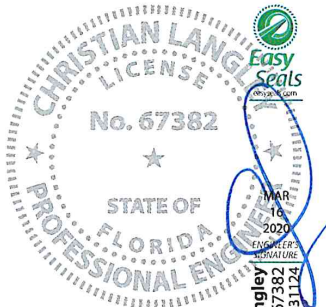
ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• ASD Load Coeff = 0.6
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
Wall components & cladding:

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General Notes: • Design is in accordance with the requirements of the **Fla Bldg Code 6th Ed (2017)** for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.



WEST ELEVATION
SCALE: 1/16" = 1'-0"



Christian Langley
1200 N Federal Hwy #200
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Florida PE #67382
Cert of Auth #31124

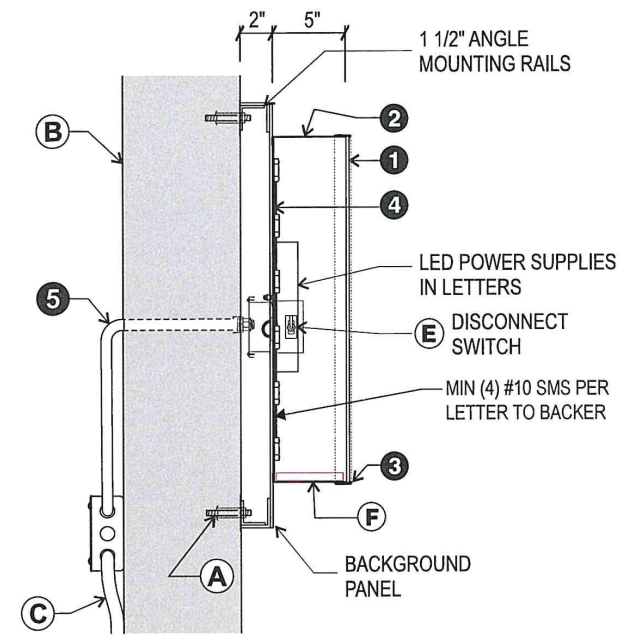
ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• ASD Load Coeff = 0.6
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
Wall components & cladding:

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image national signs ...bringing your image to light! in TM 16265 Star Road Nampa, ID 83687 - toll free: 800.592.8058 - tele: 208.345.4020 WWW.imagenational.com UL UNDERWRITERS LABORATORIES ELECTRIC SIGN NAMPA PLANT - UL #433195-001 U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.	Client: PUBLIC STORAGE		Design Number: TG-0399-20		File Location: PS-TPM-HallandaleFL-020320-R2		Page No.
	Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL		Date: 02/26/20		Drawing type:		3 of 10
			Designer: SH		Rev:		
			Account Manager: JG				

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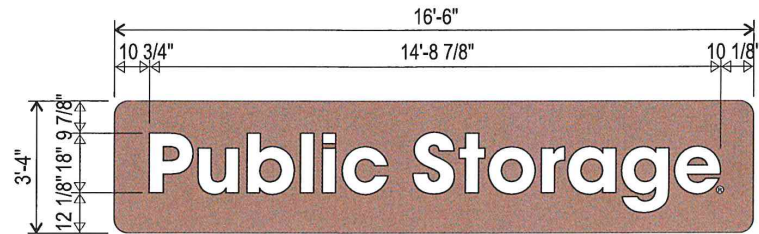
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Typical Section Detail
Not to Scale

Parts List:	
Item #	Description
1	3/16" Acrylic / .150 Poly (Letter Faces)
2	Alum Coil 5.3" Black/Wht (Returns)
3	Trim Cap Jewelite 1.0" Black
4	White ACM Panel (Backs)
5	Flex Alum Conduit 1/2"
Install List:	
Item #	Description
A	Non-Corrosive Securement Using Appropriate Mounting Hardware (Ref Anchor Schedule)
B	Concrete or Masonry Wall
C	20 amp 120v Circuits Required (supplied by others than Image National)
D	1/4" Weep Holes With Baffles as Required

NOTE:
ANY PENETRATIONS ABOVE ROOFLINE OR EXPOSED, ARE REQUIRED TO BE INSTALLED USING SEALTIGHT AND WEATHER PROOF BOXES. TO BE PROVIDED BY SIGN INSTALLER.



1 2 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

Anchor Schedule		QTY or Spacing
Wall Material	Anchor Type	
CONCRETE (3ksi) or HOLLOW MASONRY	3/8" THREADED RODS WITH MIN 2" EMBED IN ADHESIVE	MIN (30) TOTAL
	3/8" TAPCONS (OR EQUIV) WITH 2.5" EMBED	MIN (20) TOTAL
	3/8" EXPANSION ANCHORS WITH 3.5" EMBED	MIN (16) TOTAL
1/2" PLYWOOD (NO ACCESS BEHIND)	3/8" TOGGLE BOLTS	MIN (25) TOTAL
	1/4" WOOD SCREWS, FULL EMBED	MIN (40) TOTAL
METAL STUDS OR METAL PANELS	#14 METAL SCREWS TO MIN 18ga STEEL OR 0.090" ALUM	MIN (30) TOTAL
HOLLOW WALL (BLOCKING BEHIND)	3/8" THRU-BOLTS OR LAGS TO SOLID BLOCKING BEHIND	MIN (16) TOTAL

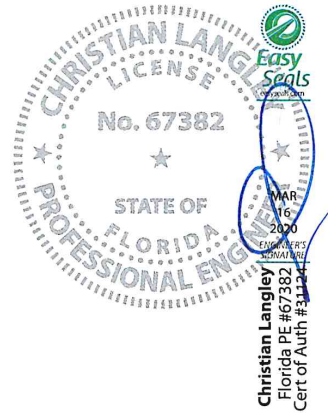
1 LETTER FACE: MATERIAL: 3/16" CLEAR ACRYLIC OR .150 CLEAR POLYCARBONATE FIRST SURFACE 3M 3635-70 DIFFUSER FILM & 3660 CLEAR OVERLAMINATE FILM	2 RETURNS: MATERIAL: 5" .040 OR .050 PRE-PAINTED BLACK ALUMINUM	3 TRIM CAP: MATERIAL: 1" JEWELITE COLOR: BLACK
4 BACKS: MATERIAL: PRE-PAINTED WHITE 3MM ACM PANELS	5 ILLUMINATION: MATERIAL: GE WHITE L.E.D. ILLUMINATION	6 ELECTRICAL: REMOTE. T.B.D. AMPS @ 120 V.

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 16265 Star Road Nampa, ID 83687 - toll free: 800.592.8058 - tele: 208.345.4020 WWW.imagenational.com	 NANPA PLANT - UL #433195-001 U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.	Client: PUBLIC STORAGE	Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
		Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20 Designer: SH Account Manager: JG	Drawing type: Rev:	10 of 10

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General Notes: • Design is in accordance with the requirements of the Fla Bldg Code 6th Ed (2017) for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISC 360-10, ADM1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.



Christian Langley
Florida PE #67382
Cert of Auth #31124

1200 N Federal Hwy, #200
Boca Raton, FL 33432
1-888-371-3113

Sign Height = 70 ft max
Kzt=1.0, Kd=0.85, G=0.85

Risk Category 2 Struct.
ASD Load Coeff = 0.6

ASCE 7-10
V=170 mph
WIND LOADS:
Exposure 'C'

Wall components & cladding:
Zone 4: ± 39.9 psf
Zone 5: ± 79.7 psf



PAINTING Code:

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

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UL #433195-001

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Client: PUBLIC STORAGE

Site: SITE #
1781 S PARK ROAD
PEMBROKE PARK, FL

Design Number: TG-0399-20

Date: 02/26/20

Designer: SH

Account Manager: JG

File Location: PS-TPM-HallandaleFL-020320-R2

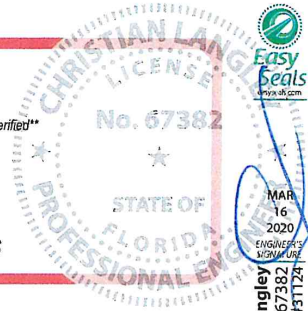
Drawing type:

Rev:

Page No.

1 of 10

- ☒ Conceptual Artwork
*All Sizes are Estimated Until Technically Verified**
- ☐ Technical Artwork
- ☐ Designed per Redlines



Christian Langley
Florida PE #67382
Boca Raton, FL 33432
1-888-371-3113
Cert of Auth #51124

- 1 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- 2 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- 3 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
- 4 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
- 5 FCO COPY ON PANEL - NON-ILLUMINATED
AREA: 6.0 SF

MAIN ID WALL SIGNS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
1	WEST ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
2	SOUTH ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
3	EAST ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	
4	NORTH ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	

SECONDARY WALL / DIRECTIONAL SIGNS / PANELS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
5	EAST ELEVATION		6.0 SF	FCO COPY B/G PANEL	

ASCE 7-10 • V=170 mph • Risk Category 2 Struct. • Sign Height = 70 ft. max • ASD Load Coeff = 0.6 • Exposure 'C' • WIND LOADS: • Wall components & cladding: • Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf

General Notes: • Design is in accordance with the requirements of the Fla Bldg Code 6th Ed (2017) for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.

Existing



EAST ELEVATION
REMOVE AND DISCARD SIGN

EXISTING SF: 144.0

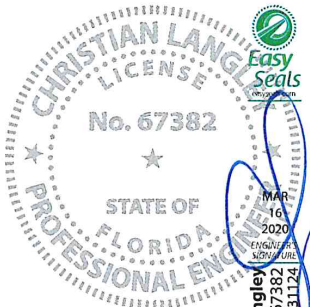
Proposed



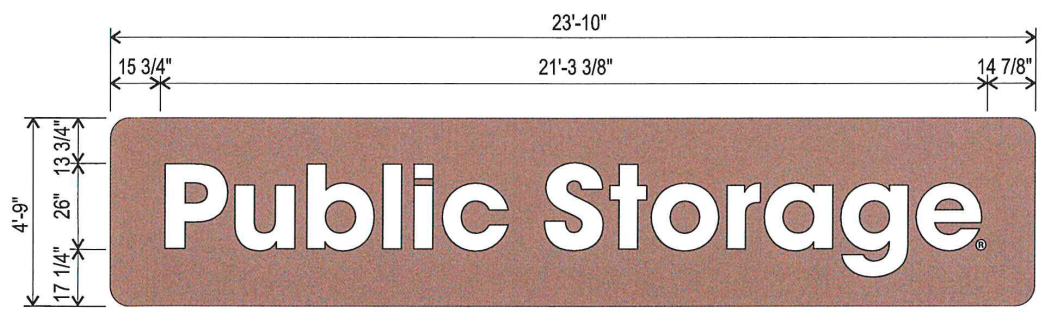
EAST ELEVATION

PROPOSED SF: 113.2

NOTE:
Any deviations from location reference
to call Image National on Site Direction.



Christian Langley
Florida PE #67382
Cert of Auth #11124
1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113



3 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"
LETTER AREA (BOXED) - 61.4 SF AREA (INCLUDING B/G) - 113.2 SF
MINIMUM CLEAR SPACE REQUIRED - 4'-9" X 23'-10"

Special Notes

BACKER PANEL PAINTED SW 6348 REYNARD
SEE NEXT PAGE FOR FULL ELEVATION VIEW

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WWW.imagenational.com

UL UNDERWRITERS LABORATORIES ELECTRIC SIGN

NAMPA PLANT - UL #433195-001

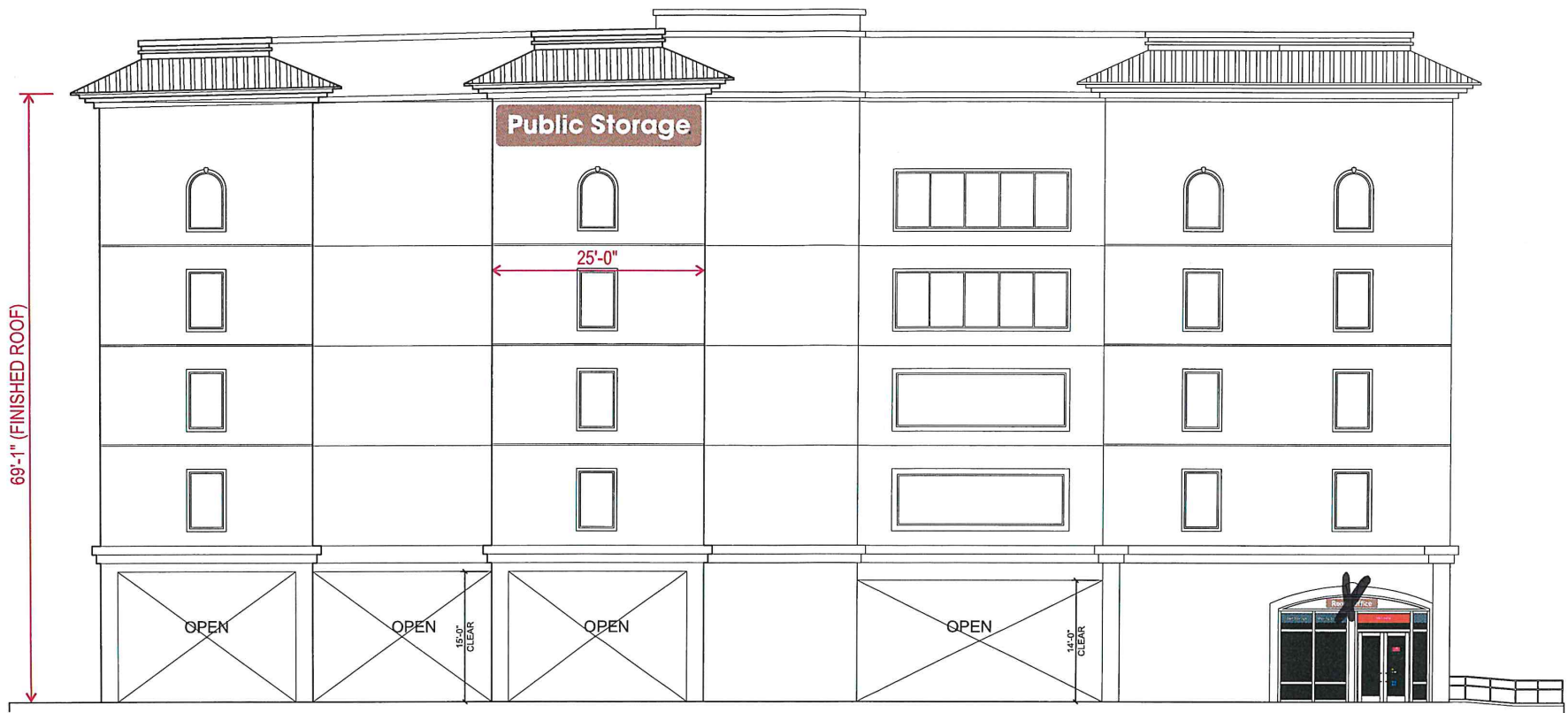
U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: PUBLIC STORAGE	Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20	Drawing type:	6 of 10
	Designer: SH	Rev:	
	Account Manager: JG		

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ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
Wall components & cladding:

General Notes: • Design is in accordance with the requirements of the Fla Bldg Code 6th Ed (2017) for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.



EAST ELEVATION
SCALE: 1/16" = 1'-0"

Special Notes

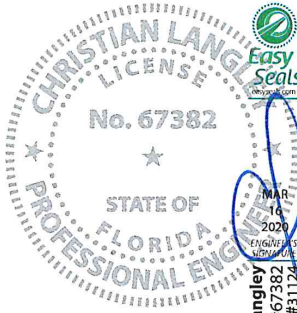
RENTAL OFFICE PANEL PAINTED SW 6348 REYNARD

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

image national signs ...bringing your image to light! in 16265 Star Road Nampa, ID 83687 - toll free: 800.592.8058 - tele: 208.345.4020 WWW.imagenational.com UL UNDERWRITERS LABORATORIES ELECTRIC DIV. NAMPA PLANT - UL #433195-001 U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.	Client: PUBLIC STORAGE		Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
	Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL		Date: 02/26/20	Drawing type:	7 of 10
			Designer: SH	Rev:	
			Account Manager: JG		

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General Notes: • Design is in accordance with the requirements of the Fla Bldg Code 6th Ed (2017) for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM-1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM-1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.



Christian Langley
Florida PE #67382
Cert of Auth #31124

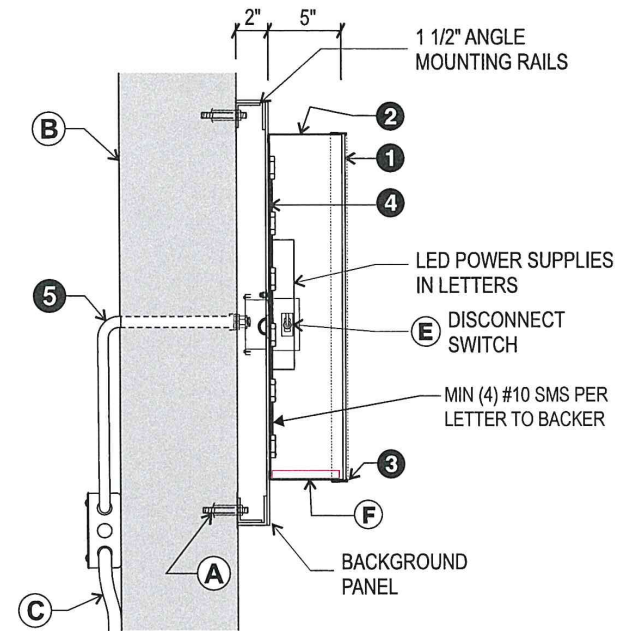
1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113

Wall components & cladding:
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf

• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85

• Risk Category 2 Struct.
• ASD Load Coeff = 0.6

ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'

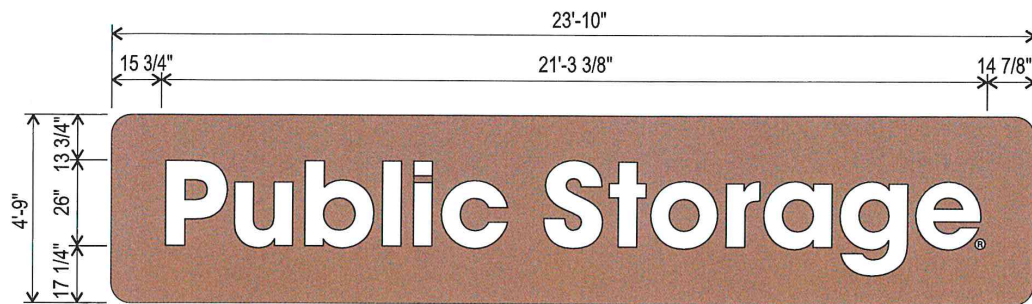


TYPICAL SECTION DETAIL
NOT TO SCALE

PARTS LIST:	
ITEM #	DESCRIPTION
1	3/16" Acrylic / .150 Poly (LETTER FACES)
2	Alum Coil 5.3" Black/Wht (RETURNS)
3	Trim Cap Jewelite 1.0" Black
4	White ACM Panel (BACKS)
5	Flex Alum Conduit 1/2"
INSTALL LIST:	
ITEM #	DESCRIPTION
A	Non-Corrosive Securement Using Appropriate Mounting Hardware (Ref Anchor Schedule)
B	Concrete or Masonry Wall
C	20 amp 120v Circuits Required (supplied by others than Image National)
D	1/4" Weep Holes With Baffles as Required

NOTE:
ANY PENETRATIONS ABOVE ROOFLINE OR EXPOSED, ARE REQUIRED TO BE INSTALLED USING SEALTIGHT AND WEATHER PROOF BOXES. TO BE PROVIDED BY SIGN INSTALLER.

ANCHOR SCHEDULE		QTY or SPACING
WALL MATERIAL	ANCHOR TYPE	
CONCRETE (3ksi) or HOLLOW MASONRY	3/8" THREADED RODS WITH MIN 2" EMBED IN ADHESIVE	MIN (60) TOTAL
	3/8" TAPCONS (OR EQUIV) WITH 2.5" EMBED	MIN (40) TOTAL
	3/8" EXPANSION ANCHORS WITH 3.5" EMBED	MIN (32) TOTAL
1/2" PLYWOOD (NO ACCESS BEHIND)	3/8" TOGGLE BOLTS	MIN (52) TOTAL
	1/4" WOOD SCREWS, FULL EMBED	MIN (82) TOTAL
METAL STUDS OR METAL PANELS	#14 METAL SCREWS TO MIN 18ga STEEL OR 0.090" ALUM	MIN (60) TOTAL
HOLLOW WALL (BLOCKING BEHIND)	3/8" THRUBOLTS OR LAGS TO SOLID BLOCKING BEHIND	MIN (32) TOTAL



3 4 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

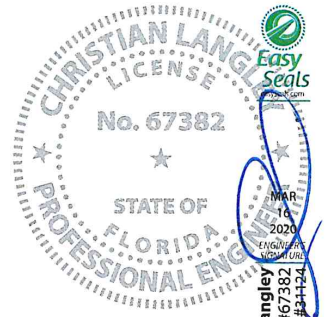
1 LETTER FACE: MATERIAL: 3/16" CLEAR ACRYLIC OR .150 CLEAR POLYCARBONATE FIRST SURFACE 3M 3635-70 DIFFUSER FILM & 3660 CLEAR OVERLAMINATE FILM	2 RETURNS: MATERIAL: 5" .040 OR .050 PRE-PAINTED BLACK ALUMINUM	3 TRIM CAP: MATERIAL: 1" JEWELITE COLOR: BLACK
4 BACKS: MATERIAL: PRE-PAINTED WHITE 3MM ACM PANELS	5 ILLUMINATION: MATERIAL: GE WHITE L.E.D. ILLUMINATION	6 ELECTRICAL: REMOTE. T.B.D. AMPS @ 120 V.

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

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		Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL		Date: 02/26/20	Drawing type:	10 of 10
				Designer: SH	Rev:	
				Account Manager: JG		

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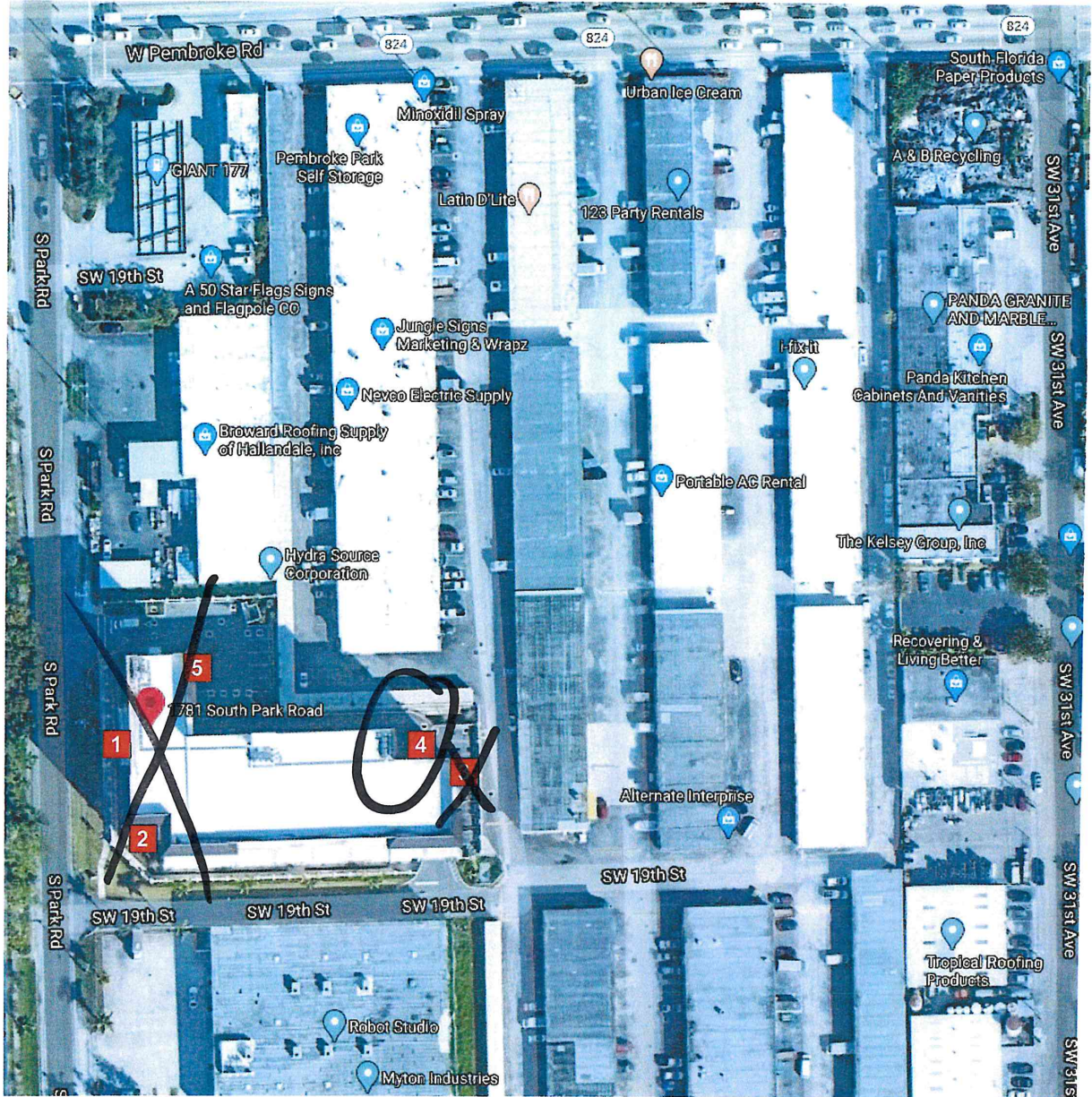
General - Design is in accordance with the requirements of the **Fia Bldg Code 6th Ed (2017)** for use within & outside the High Velocity Hurricane Zone (HVHZ). - This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. - Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. - Structural design meets requirements of ACI 318-14, AISC 360-10, ADM1-15, & NDS-15, as applicable. - Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. - Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. - All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. - All welding shall comply with AWS requirements. - Steel welds: E70xx electrodes. - Aluminum welds: 4043 filler alloy. - Alum extrusions: 6063-T6 or stronger. I.I.N.O.



Christian Langley
Florida PE #67382
Cert of Auth. #21424

1200 N Federal Hwy, #200
Boca Raton, FL 33432
1-888-371-3113

ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• ASD Load Coeff = 0.6
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
Wall components & cladding:



 **SITE PLAN**
NOT TO SCALE

PAINTING Code:

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 **UNDERWRITERS LABORATORIES**
ELECTRIC SIGN
NAMPA PLANT -
UL #433195-001
U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: PUBLIC STORAGE
Site: SITE #
1781 S PARK ROAD
PEMBROKE PARK, FL

Design Number: TG-0399-20

Date: 02/26/20

Designer: SH

Account Manager: JG

File Location: PS-TPM-HallandaleFL-020320-R2

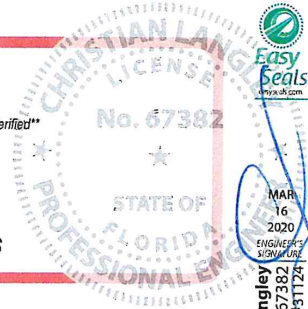
Drawing type:

Rev:

Page No.

1 of 10

- ☒ **Conceptual Artwork**
All Sizes are Estimated Until Technically Verified
- ☐ **Technical Artwork**
- ☐ **Designed per Redlines**



Christian Langley
Florida PE #67382
Cert of Auth #51124

1200 N Federal Hwy, #200
Boca Raton, FL 33432
1-888-571-3113

Wall components & cladding:
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf

• Sign Height = 70 ft. max
• Kzt=1.0, Kd=0.85, G=0.85

• Risk Category 2 Struct.
• ASD Load Coeff=0.6

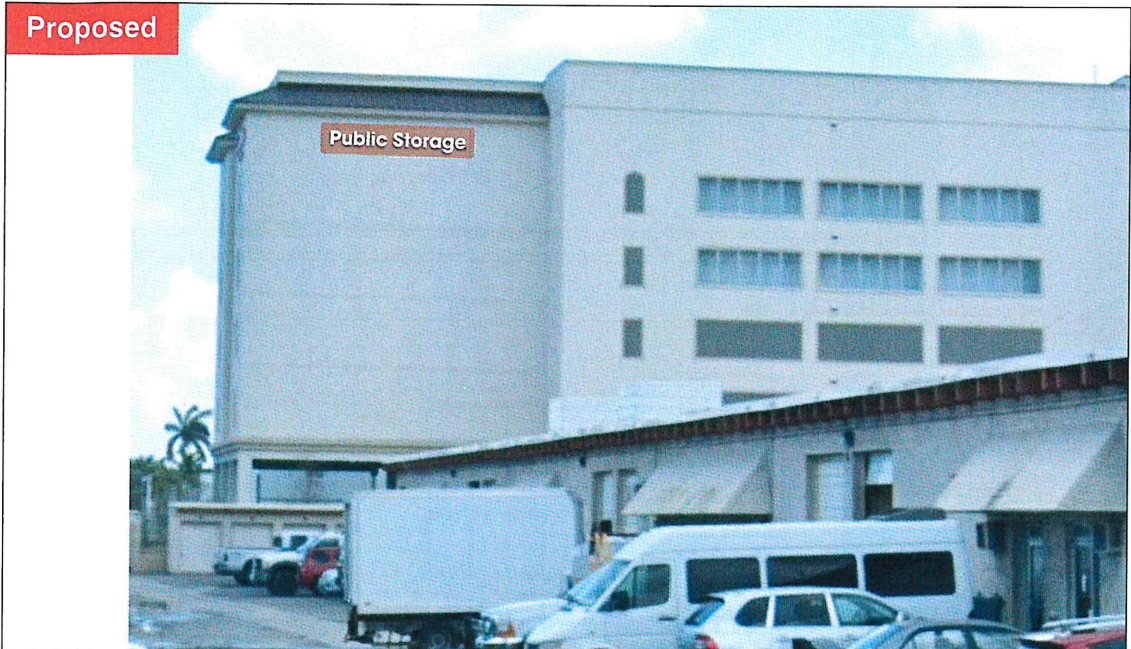
ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'

General Notes: • Design is in accordance with the requirements of the Fla Bldg Code 6th Ed (2017) for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.



NORTH ELEVATION
REMOVE AND DISCARD SIGN

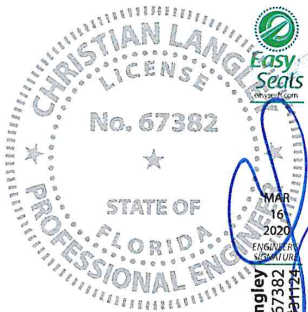
EXISTING SF: 144.0



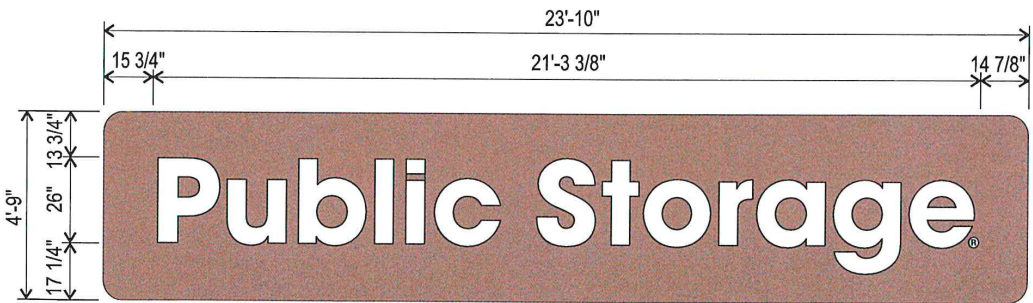
NORTH ELEVATION

PROPOSED SF: 113.2

NOTE:
Any deviations from location reference
to call Image National on Site Direction.



Christian Langley
Florida PE #67382
Cert of Auth #12123
1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113



4 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"
LETTER AREA (BOXED) - 61.4 SF AREA (INCLUDING B/G) - 113.2 SF
MINIMUM CLEAR SPACE REQUIRED - 4'-9" X 23'-10"

Special Notes

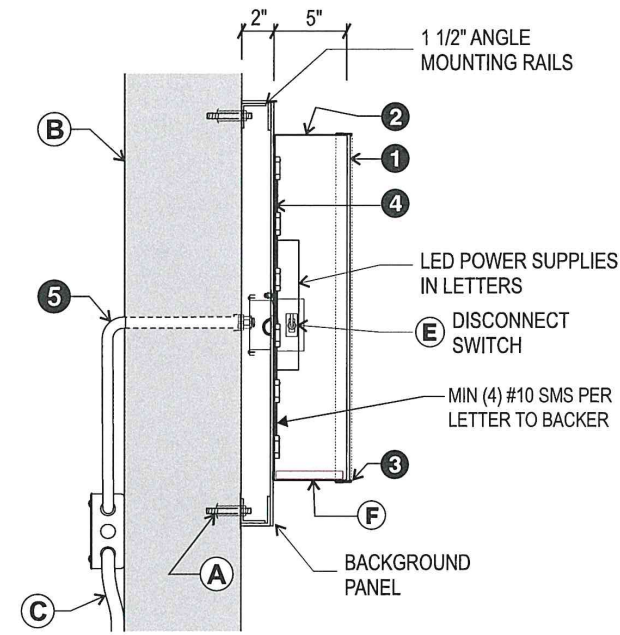
BACKER PANEL PAINTED SW 6348 REYNARD
SEE NEXT PAGE FOR FULL ELEVATION VIEW

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					Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL		Date: 02/26/20		Drawing type:		8 of 10	
							Designer: SH		Rev:			
							Account Manager: JG					

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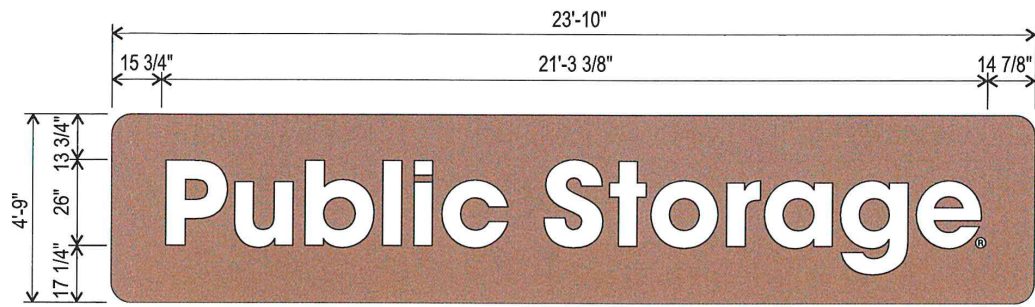
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ASCE 7-10 • V=170 mph • Risk Category 2 Struct. • ASD Load Coeff = 0.6 • Exposure 'C' • WIND LOADS: • Sign Height = 70 ft max • Wall components & cladding: • Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf



NOTE:
ANY PENETRATIONS ABOVE ROOFLINE OR EXPOSED, ARE REQUIRED TO BE INSTALLED USING SEALTIGHT AND WEATHER PROOF BOXES. TO BE PROVIDED BY SIGN INSTALLER.

ANCHOR SCHEDULE		
ALL FASTENERS SHALL BE SPACED EVENLY		
WALL MATERIAL	ANCHOR TYPE	QTY or SPACING
CONCRETE (3ksi) or HOLLOW MASONRY	3/8" THREADED RODS WITH MIN 2" EMBED IN ADHESIVE	MIN (60) TOTAL
	3/8" TAPCONS (OR EQUIV) WITH 2.5" EMBED	MIN (40) TOTAL
	3/8" EXPANSION ANCHORS WITH 3.5" EMBED	MIN (32) TOTAL
1/2" PLYWOOD (NO ACCESS BEHIND)	3/8" TOGGLE BOLTS	MIN (52) TOTAL
	1/4" WOOD SCREWS, FULL EMBED	MIN (82) TOTAL
METAL STUDS OR METAL PANELS	#14 METAL SCREWS TO MIN 18ga STEEL OR 0.090" ALUM	MIN (60) TOTAL
HOLLOW WALL (BLOCKING BEHIND)	3/8" THRUBOLTS OR LAGS TO SOLID BLOCKING BEHIND	MIN (32) TOTAL



3 4 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

PARTS LIST:		
ITEM #	DESCRIPTION	
1	3/16" Acrylic / .150 Poly	(LETTER FACES)
2	Alum Coil 5.3" Black/Wht	(RETURNS)
3	Trim Cap Jewelite 1.0" Black	
4	White ACM Panel	(BACKS)
5	Flex Alum Conduit 1/2"	
INSTALL LIST:		
ITEM #	DESCRIPTION	
A	Non-Corrosive Securement Using Appropriate Mounting Hardware (Ref Anchor Schedule)	
B	Concrete or Masonry Wall	
C	20 amp 120v Circuits Required (supplied by others than Image National)	
D	1/4" Weep Holes With Baffles as Required	

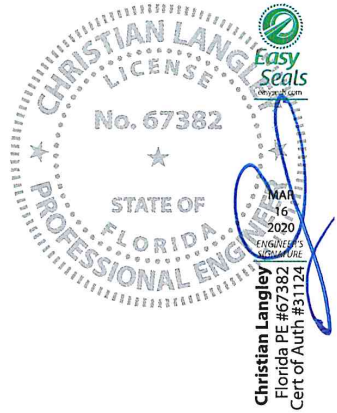
1 LETTER FACE: MATERIAL: 3/16" CLEAR ACRYLIC OR .150 CLEAR POLYCARBONATE FIRST SURFACE 3M 3635-70 DIFFUSER FILM & 3660 CLEAR OVERLAMINATE FILM	2 RETURNS: MATERIAL: 5" .040 OR .050 PRE-PAINTED BLACK ALUMINUM	3 TRIM CAP: MATERIAL: 1" JEWELITE COLOR: BLACK
4 BACKS: MATERIAL: PRE-PAINTED WHITE 3MM ACM PANELS	5 ILLUMINATION: MATERIAL: GE WHITE L.E.D. ILLUMINATION	6 ELECTRICAL: REMOTE. T.B.D. AMPS @ 120 V.

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

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	Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20	Drawing type:	10 of 10
		Designer: SH	Rev:	
		Account Manager: JG		

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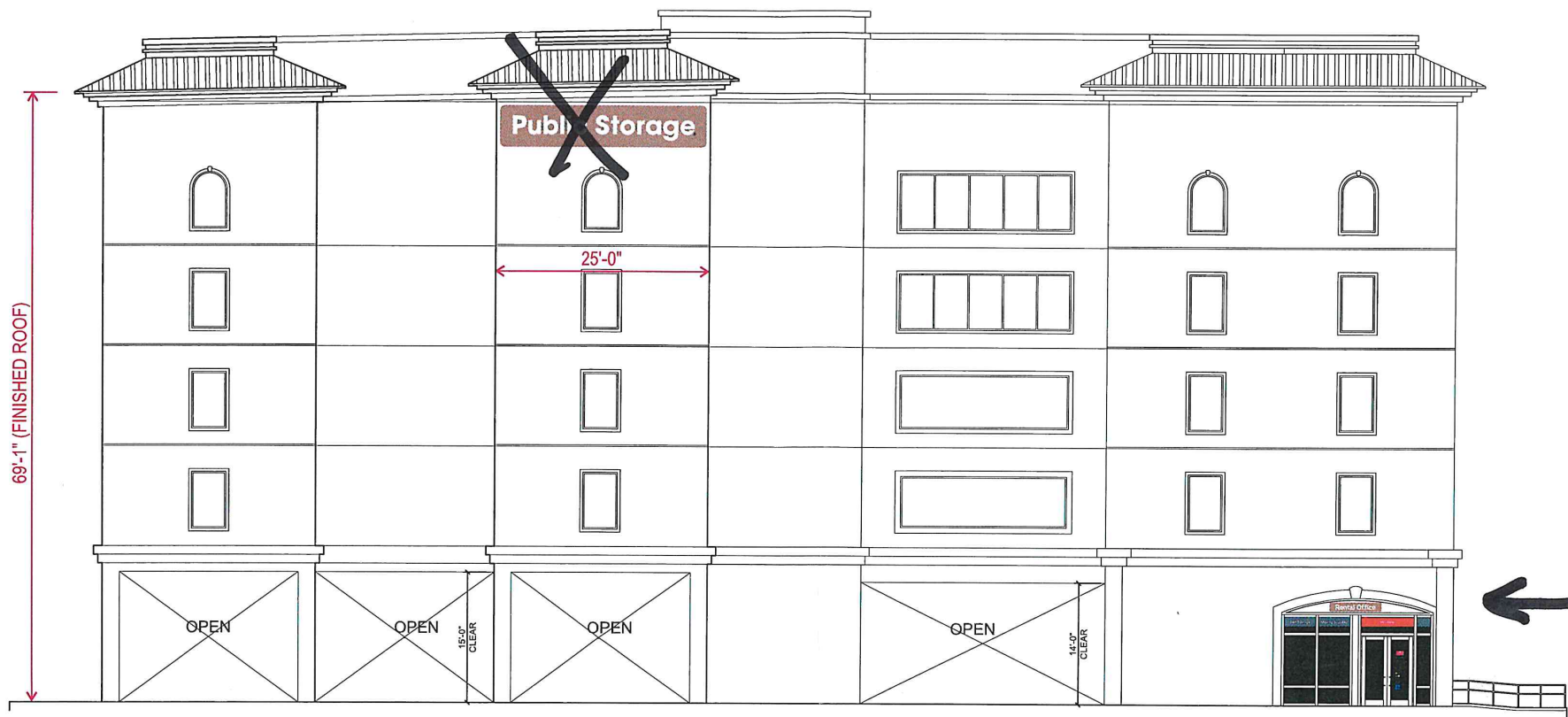
General • Design is in accordance with the requirements of the **Fia Bldg Code 6th Ed (2017)** for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.



Christian Langley
Florida PE #67382
Cert of Auth #31124

1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113

ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• ASD Load Coeff = 0.6
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
Wall components & cladding:



EAST ELEVATION
SCALE: 1/16" = 1'-0"

- Anchor Notes:
- 1/4-20 studs (6061-T6 Alum or 316 S.S.), centered in stroke width
 - Min (6) total, spaced evenly
 - Panel drilled and tapped to receive studs, min (5) threads engaged
 - Stud length to accommodate embed to host structure
 - Min 1.5" stud embed to hollow CBS (block) or concrete
 - Fill holes w/ LiquidNails LN-901 adhesive (or equiv)

Special Notes

RENTAL OFFICE PANEL PAINTED SW 6348 REYNARD

TYPICAL SECTION DETAIL
NOT TO SCALE

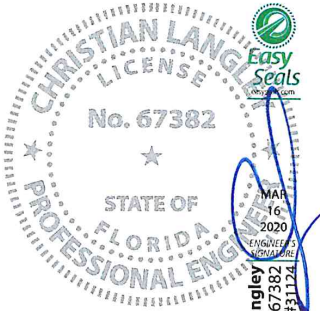
INSTALL

A. Non-Corrosive Securement:
Install Flush to Wall with 1/4" Studs

5

S/F PANEL WITH FCO COPY -
CANOPY MOUNTED - NON-ILLUMINATED
SCALE: 1/2"=1'-0"
AREA: 6.0 SF

.125" ALUMINUM BACKGROUND PANEL PAINTED SW 6348
WITH 1/2" THICK WHITE ACRYLIC CUT OUT LETTERS
WITH FIRST SURFACE REFLECTIVE WHITE VINYL
INSTALL ON CANOPY WITH STUDS



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WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• ASD Load Coeff = 0.6

Wall components & cladding:
• Zone 4: ± 39.9 psf
• Zone 5: ± 79.7 psf

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

 ...bringing your image to light! 16265 Star Road Nampa, ID 83687 - toll free: 800.592.8058 - tele: 208.345.4020 WWW.imagenational.com	UNDERWRITERS LABORATORIES ELECTRIC DIV. NAMPA PLANT - UL #433195-001 U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.	Client: PUBLIC STORAGE		Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
		Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL		Date: 02/26/20	Drawing type:	7 of 10
				Designer: SH	Rev:	
				Account Manager: JG		

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Project Description: SR-9/1-95 from South of SR-858/Hallandale Beach Boulevard to North of Hollywood Boulevard;
Broward County

Project Number: 4369031

Property Owner:
Margaret Claire Hogan

Condemning Authority:
FDOT

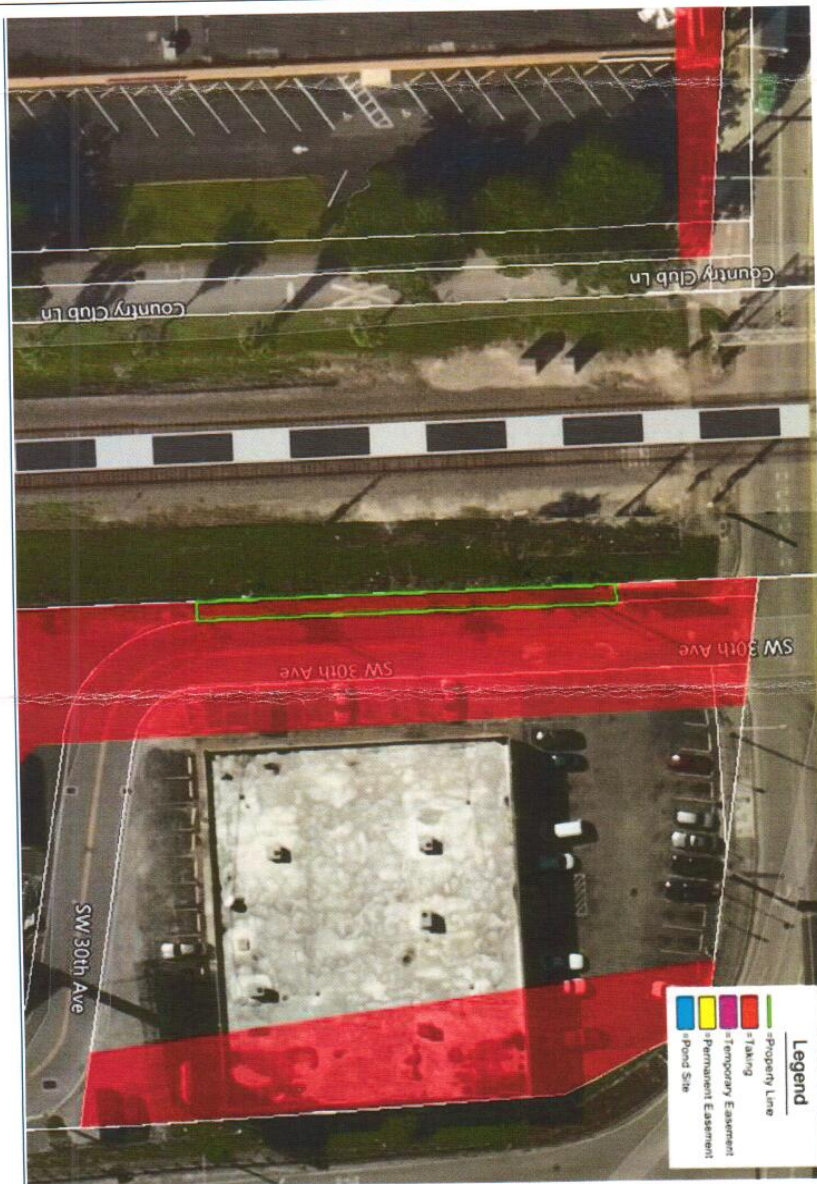
Property ID:
51-42-28-00-0122

**Harris Harris Bauerle
Ziegler Lopez**
EMINENT DOMAIN LAWYERS

407-843-0404
1201 E. Robinson St.
Orlando, Florida 32801
www.hhbzflorida.com

Legend

[Red Box]	= Taking
[Purple Box]	= Temporary Easement
[Yellow Box]	= Permanent Easement
[Blue Box]	= Pond Site
[Green Box]	= Parcel Outline



Advertisement

*This image is a depiction of the potentially affected area based on proposed plans in our possession and may change.
Please contact us if you would like a copy of the plans.*

Project Description: SR-9/1-95 from South of SR-858/Hallandale Beach Boulevard to North of Hollywood Boulevard;
Broward County

Project Number: 4369031

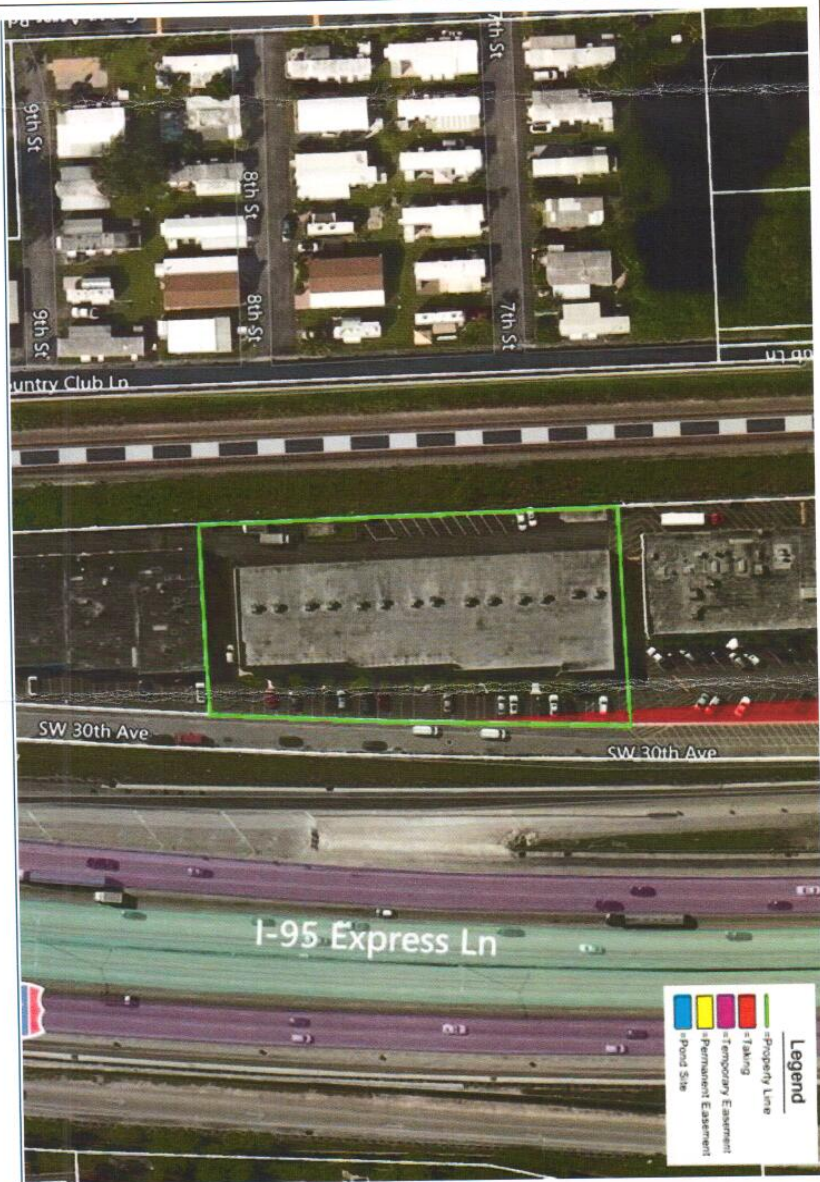
Property Owner:
Howard Hogan

Condemning Authority:
FDOT

Property ID:
51-42-28-00-0180

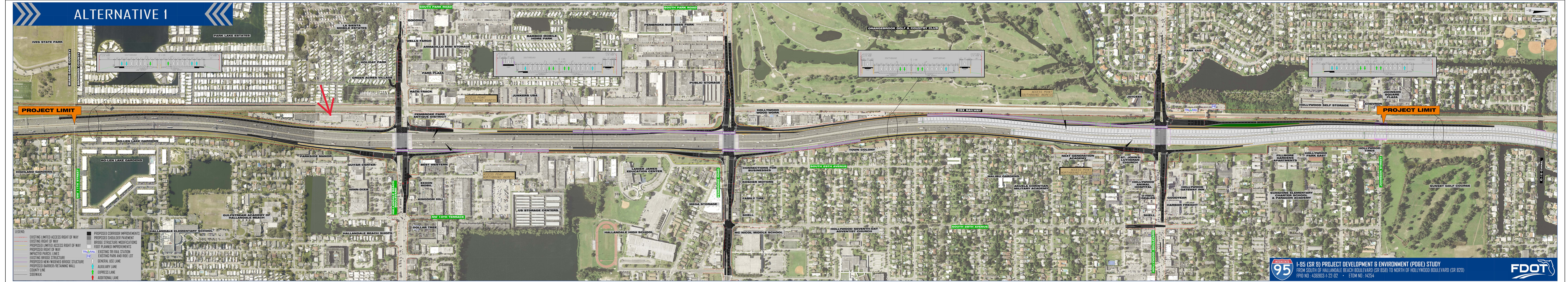

**Harris Harris Bauerle
Ziegler Lopez**
EMINENT DOMAIN LAWYERS
407-843-0404
1201 E. Robinson St.
Orlando, Florida 32801
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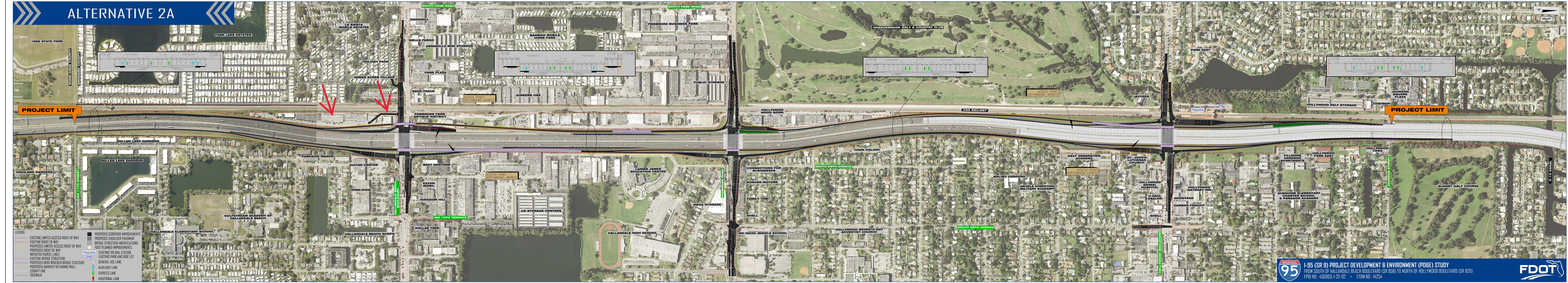
- Legend**
-  = Taking
 -  = Temporary Easement
 -  = Permanent Easement
 -  = Pond Site
 -  = Parcel Outline



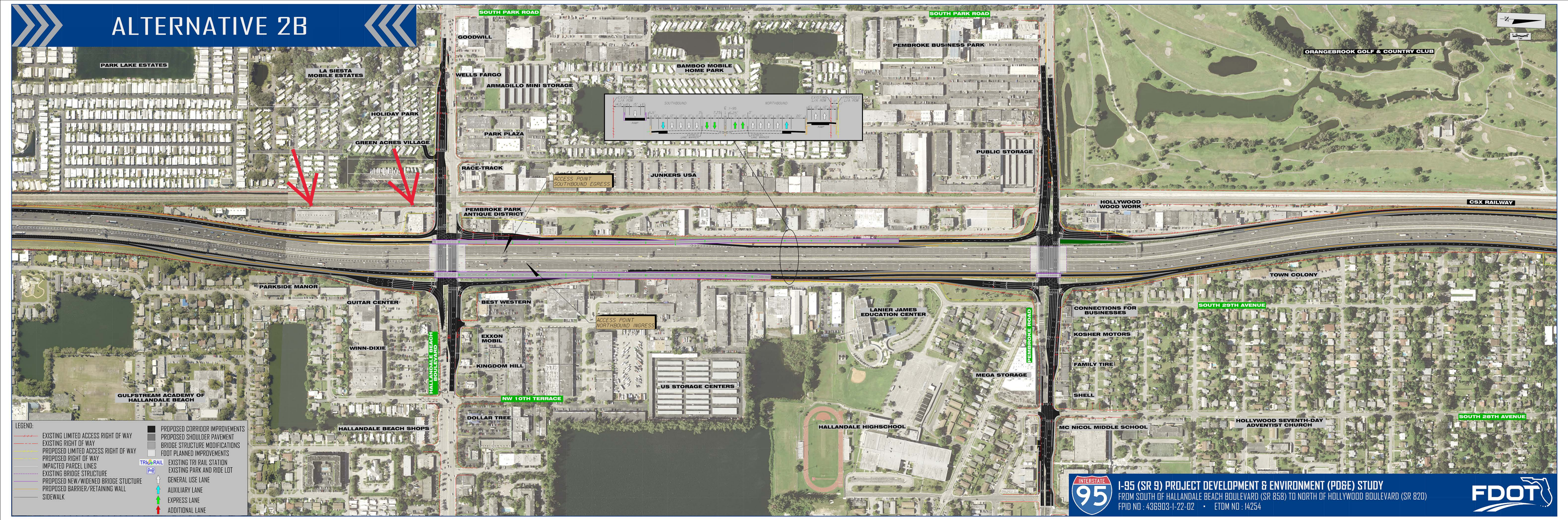
Advertisement

*This image is a depiction of the potentially affected area based on proposed plans in our possession and may change.
Please contact us if you would like a copy of the plans.*

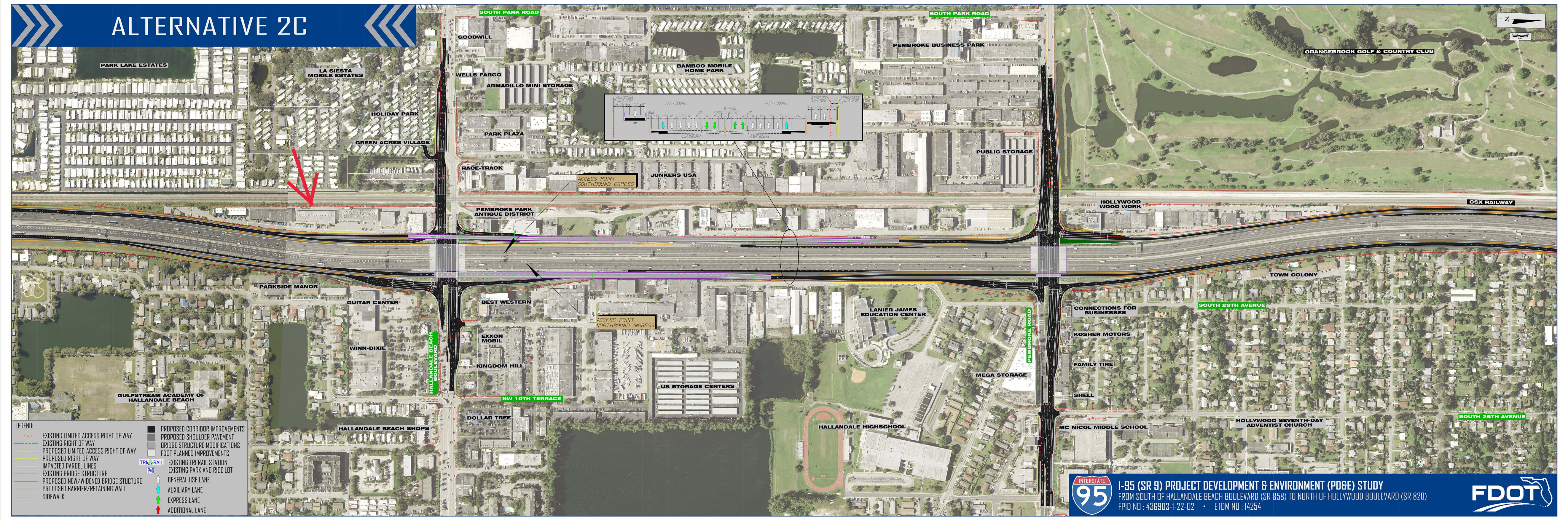




ALTERNATIVE 2B



ALTERNATIVE 2C

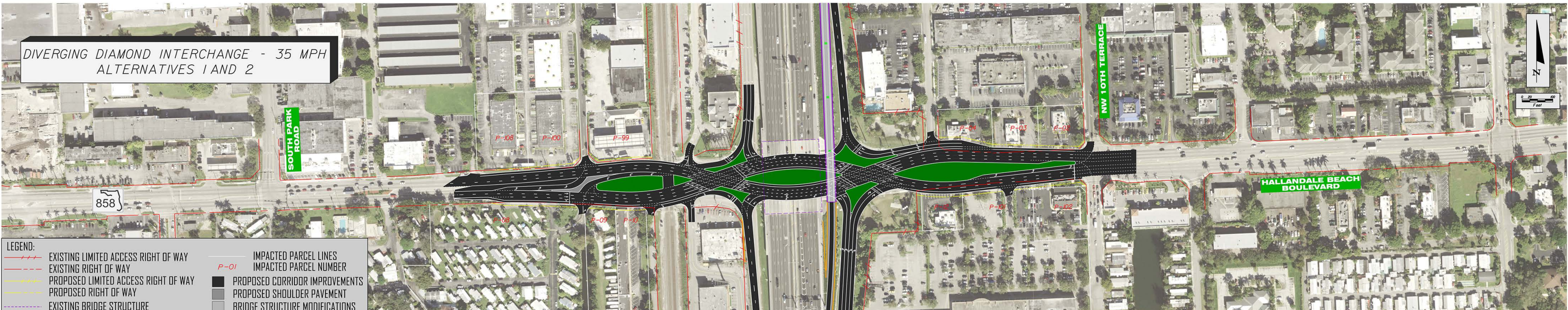


HALLANDALE BEACH BOULEVARD

DIAMOND INTERCHANGE
ALTERNATIVES 1 AND 2



DIVERGING DIAMOND INTERCHANGE - 35 MPH
ALTERNATIVES 1 AND 2



LEGEND:

EXISTING LIMITED ACCESS RIGHT OF WAY	IMPACTED PARCEL LINES
EXISTING RIGHT OF WAY	IMPACTED PARCEL NUMBER
PROPOSED LIMITED ACCESS RIGHT OF WAY	PROPOSED CORRIDOR IMPROVEMENTS
PROPOSED RIGHT OF WAY	PROPOSED SHOULDER PAVEMENT
EXISTING BRIDGE STRUCTURE	BRIDGE STRUCTURE MODIFICATIONS
PROPOSED NEW/WIDENED BRIDGE STRUCTURE	GENERAL USE LANE
PROPOSED BARRIER/RETAINING WALL	ADDITIONAL LANE
SIDEWALK	



I-95 (SR 9) PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY
FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR 858) TO NORTH OF HOLLYWOOD BOULEVARD (SR 820)
FPID NO : 436903-1-22-02 • ETDM NO : 14254



HOLLYWOOD BOULEVARD

DIAMOND INTERCHANGE
ALTERNATIVES 1 AND 2

ENTRADA DR

820

TRIRAIL
P+R

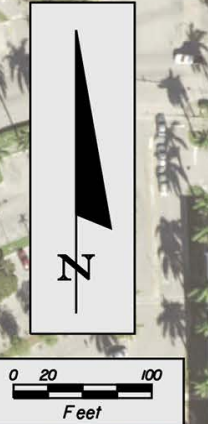
SOUTH 28TH AVENUE

HOLLYWOOD BOULEVARD

LEGEND:

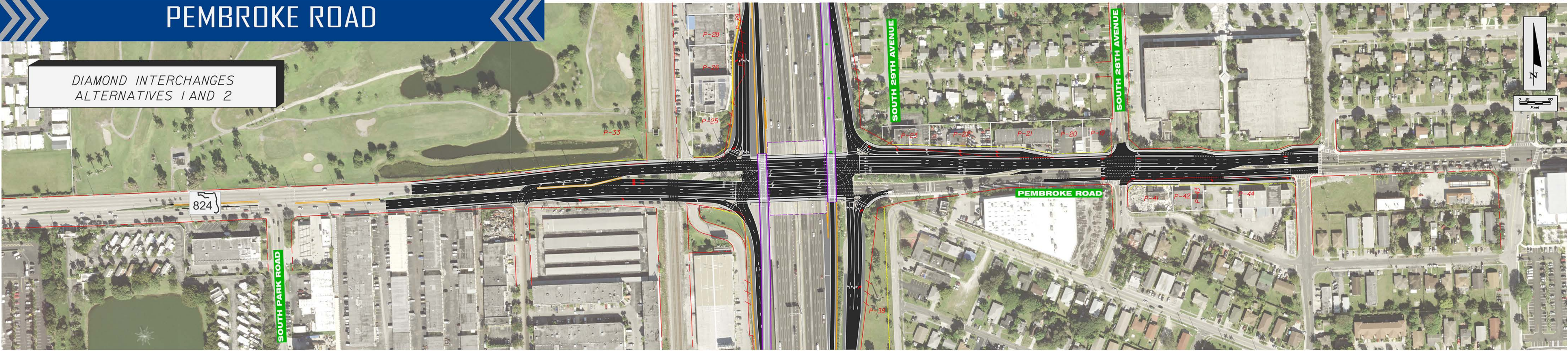
EXISTING LIMITED ACCESS RIGHT OF WAY	PROPOSED CORRIDOR IMPROVEMENTS
EXISTING RIGHT OF WAY	PROPOSED SHOULDER PAVEMENT
PROPOSED LIMITED ACCESS RIGHT OF WAY	BRIDGE STRUCTURE MODIFICATIONS
PROPOSED RIGHT OF WAY	GENERAL USE LANE
IMPACTED PARCEL LINES	ADDITIONAL LANE
IMPACTED PARCEL NUMBER	EXISTING TRI RAIL STATION
EXISTING BRIDGE STRUCTURE	EXISTING PARK AND RIDE LOT
PROPOSED NEW/WIDENED BRIDGE STRUCTURE	SIDEWALK
PROPOSED BARRIER/RETAINING WALL	

INTERSTATE 95
I-95 (SR 9) PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY
FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR 858) TO NORTH OF HOLLYWOOD BOULEVARD (SR 820)
FPID NO : 436903-1-22-02 • ETOM NO : 14254



PEMBROKE ROAD

DIAMOND INTERCHANGES
ALTERNATIVES 1 AND 2



DIVERGING DIAMOND INTERCHANGE - 35 MPH
ALTERNATIVES 1 AND 2



LEGEND:

--- EXISTING LIMITED ACCESS RIGHT OF WAY	P-01 IMPACTED PARCEL LINES
--- EXISTING RIGHT OF WAY	IMPACTED PARCEL NUMBER
--- PROPOSED LIMITED ACCESS RIGHT OF WAY	
--- PROPOSED RIGHT OF WAY	
--- EXISTING BRIDGE STRUCTURE	■ PROPOSED CORRIDOR IMPROVEMENTS
--- PROPOSED NEW/WIDENED BRIDGE STRUCTURE	■ PROPOSED SHOULDER PAVEMENT
--- PROPOSED BARRIER/RETAINING WALL	■ BRIDGE STRUCTURE MODIFICATIONS
--- SIDEWALK	↑ GENERAL USE LANE
	↑ ADDITIONAL LANE

OFFICE FURNITURE WAREHOUSE

SOLD TO:

Harry Taubenfeld
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park FL., 33023
P: 954.444.1777, F: 786.510.0877

3411 NW 72nd Avenue Miami Florida, 33122
Tel: 305.266.4447 Fax: 304.477.2821

SHIP TO:

Prepared by
Carolina Clayton

Mon Oct 5 16:24:49 2020

maria@lagomhr.net

Qty	Color	Mfg	Tag	Part Number	Part Description	Sell	Ext Sell
1		TER	ATTORNEY'S OFFICE LAY OUT A	U-Shape Desk, Alum. Door Hutch	U-Shape Desk with 72"x36/42" Bow Front Desk, 24"x42" Bridge and 72"x24" Credenza, Box/Box/File and File/File Pedestals, 72" Hutch with Alum./Glass ...	\$ 1,299.99	\$ 1,299.99
				POR Bow Front Desk Shell Bridge Credenza Shell Full Pedestal Full Pedestal Hutch Shell Glass Door Set	Porto Mahogany TL-7236BF-POR TL-4224CBR-POR TL-7224CS-POR TL-BBF-POR TL-FF-POR TL-72HUTCH-POR TL-DOORALUM		
2		TER	ATTORNEY'S OFFICE LAY OUT A	Lateral with Hutch	Lateral File, 2 Drawers, 36"W x 22"D with 36" Open Hutch	\$ 449.99	\$ 449.99
				POR	Porto Mahogany TL-LAT2DR-POR TL-36HUTCH-POR		
3			ATTORNEY'S OFFICE LAY OUT A	TL-66BOOK-POR	Bookcase 66H - Mahogany	\$ 269.99	\$ 269.99
4			ATTORNEY'S OFFICE LAY OUT A	TL-42RD-POR	Round Table 42W - Mahogany	\$ 189.99	\$ 189.99
5			ATTORNEY'S OFFICE LAY OUT A	Prato	HB Chair - Black	\$ 299.99	\$ 299.99
6		4	ATTORNEY'S OFFICE LAY OUT A	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 999.96
S...					Subtotal		\$ 3,509.91
7		TER	ATTORNEY'S OFFICE LAY OUT B	U-Shape Desk, Alum. Door Hutch	U-Shape Desk with 72"x36/42" Bow Front Desk, 24"x42" Bridge and 72"x24" Credenza, Box/Box/File and File/File Pedestals, 72" Hutch with Alum./Glass ...	\$ 1,299.99	\$ 1,299.99
				POR Bow Front Desk Shell Bridge Credenza Shell Full Pedestal Full Pedestal Hutch Shell Glass Door Set	Porto Mahogany TL-7236BF-POR TL-4224CBR-POR TL-7224CS-POR TL-BBF-POR TL-FF-POR TL-72HUTCH-POR TL-DOORALUM		
8		TER	ATTORNEY'S OFFICE LAY OUT B	Lateral with Hutch	Lateral File, 2 Drawers, 36"W x 22"D with 36" Open Hutch	\$ 449.99	\$ 449.99
				POR	Porto Mahogany TL-LAT2DR-POR TL-36HUTCH-POR		
9			ATTORNEY'S OFFICE LAY OUT B	TL-66BOOK-POR	Bookcase 66H - Mahogany	\$ 269.99	\$ 269.99
10			ATTORNEY'S OFFICE LAY OUT B	TL-42RD-POR	Round Table 42W - Mahogany	\$ 189.99	\$ 189.99
11			ATTORNEY'S OFFICE LAY OUT B	Prato	HB Chair - Black	\$ 299.99	\$ 299.99
12		4	ATTORNEY'S OFFICE LAY OUT B	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 999.96
S...					Subtotal		\$ 3,509.91
13		TER	MAYOR'S OFFICE LAY OUT A	U-Shape-Glass-2 Peds	Verona Executive U-Shape with Glass Modesty Panel	\$ 1,099.00	\$ 1,099.00
					Textured Grey Non-Handed VL-7236BF Desk Shell VL-4224CBR Bridge Shell VL-7224CS Credenza Shell VL-BBF Box/Box/File Storage VL-FF File/File Storage VL-7236BFMOD-GL Glass Modesty		

Approved By Initialing _____

1 of 3

Town of Pembroke Pines_Law & May.sp4

OFFICE FURNITURE WAREHOUSE

SOLD TO:

Harry Taubenfeld
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park FL., 33023
P: 954.444.1777, F: 786.510.0877

3411 NW 72nd Avenue Miami Florida, 33122
Tel: 305.266.4447 Fax: 304.477.2821

SHIP TO:

Prepared by
Carolina Clayton

Mon Oct 5 16:24:49 2020

maria@lagomhr.net

Qty	Color	Mfg	Tag	Part Number	Part Description	Sell	Ext Sell
1		TER	MAYOR'S OFFICE LAY OUT A	72" Glass Door Hutch	72"W Hutch with Aluminum Door Set	\$ 549.99	\$ 549.99
					Textured Grey VL-72HUTCH VL-DOOR-GL		
2			MAYOR'S OFFICE LAY OUT A	VL-LAT2DR-GRAY	Lateral File - Gray	\$ 429.99	\$ 859.98
2			MAYOR'S OFFICE LAY OUT A	VL-34TOP-GL	Glass Top For Lateral & 2-Door	\$ 0.00	\$ 0.00
1			MAYOR'S OFFICE LAY OUT A	VL-COFFEE-GL	Coffee Table - Gray/Glass	\$ 239.99	\$ 239.99
1			MAYOR'S OFFICE LAY OUT A	VL-END-GL	End Table - Gray/Glass	\$ 199.99	\$ 199.99
1			MAYOR'S OFFICE LAY OUT A	VL-RD42-GL	Round Table 42W - Gray/Glass	\$ 269.99	\$ 269.99
1			MAYOR'S OFFICE LAY OUT A	ORTONA-LS-GRY	Ortona Love Seat - Gray	\$ 569.99	\$ 569.99
1			MAYOR'S OFFICE LAY OUT A	ORTONA-CC-GRY	Ortona Lounge Chair - Gray	\$ 399.99	\$ 399.99
1			MAYOR'S OFFICE LAY OUT A	Prato	HB Chair - Black	\$ 299.99	\$ 299.99
4			MAYOR'S OFFICE LAY OUT A	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 999.96
Subtotal							\$ 5,488.87
1		TER	MAYOR'S OFFICE LAY OUT A	U-Shape-Glass-2 Peds	Verona Executive U-Shape with Glass Modesty Panel	\$ 1,099.00	\$ 1,099.00
					Textured Grey Non-Handed VL-7236BF Desk Shell VL-4224CBR Bridge Shell VL-7224CS Credenza Shell VL-BBF Box/Box/File Storage VL-FF File/File Storage VL-7236BFMOD-GL Glass Modesty		
1		TER	MAYOR'S OFFICE LAY OUT A	72" Glass Door Hutch	72"W Hutch with Aluminum Door Set	\$ 549.99	\$ 549.99
					Textured Grey VL-72HUTCH VL-DOOR-GL		
2			MAYOR'S OFFICE LAY OUT A	VL-LAT2DR-GRAY	Lateral File - Gray	\$ 429.99	\$ 859.98
2			MAYOR'S OFFICE LAY OUT A	VL-34TOP-GL	Glass Top For Lateral & 2-Door	\$ 0.00	\$ 0.00
1			MAYOR'S OFFICE LAY OUT A	VL-END-GL	End Table - Gray/Glass	\$ 199.99	\$ 199.99
1			MAYOR'S OFFICE LAY OUT A	VL-RD42-GL	Round Table 42W - Gray/Glass	\$ 269.99	\$ 269.99
1			MAYOR'S OFFICE LAY OUT A	ORTONA-LS-GRY	Ortona Love Seat - Gray	\$ 569.99	\$ 569.99
1			MAYOR'S OFFICE LAY OUT A	Prato	HB Chair - Black	\$ 299.99	\$ 299.99
4			MAYOR'S OFFICE LAY OUT A	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 999.96
Subtotal							\$ 4,848.89
1		OFW	Z-Services	OFWREG	Delivery, Installation and Off-Site Trash Removal	\$ 500.00	\$ 500.00
					Regular Business Hours - MON thru FRI 8am -5pm Building Restriction may incur additional charges Non-Split Delivery		

Approved By Initialing _____

2 of 3

Town of Pembroke Pines_Law & May.sp4

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3411 NW 72nd Avenue Miami Florida, 33122
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SHIP TO:

Prepared by
Carolina Clayton

Mon Oct 5 16:24:49 2020

maria@lagomhr.net

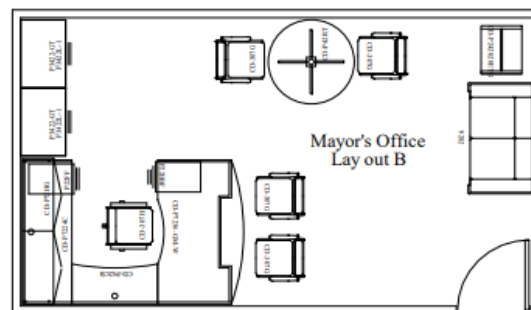
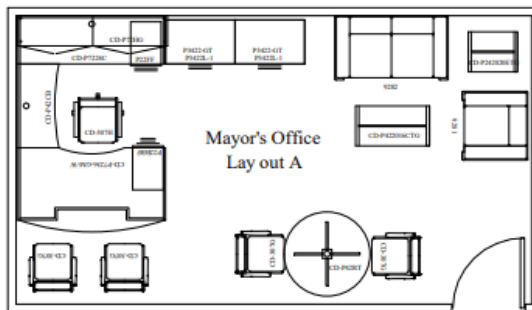
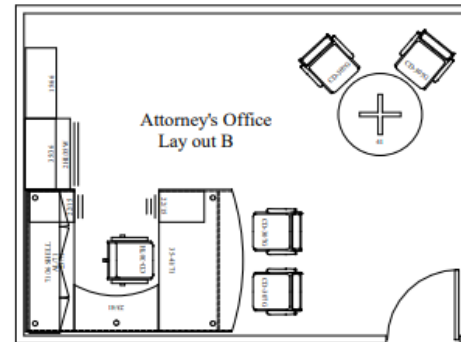
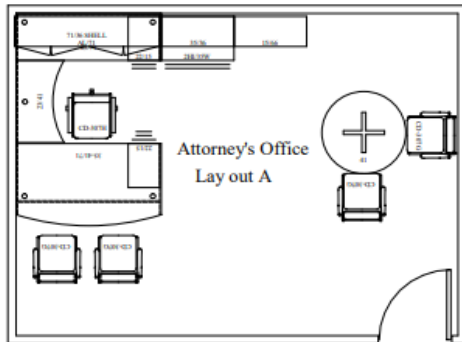
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Approved By Initialing _____

3 of 3

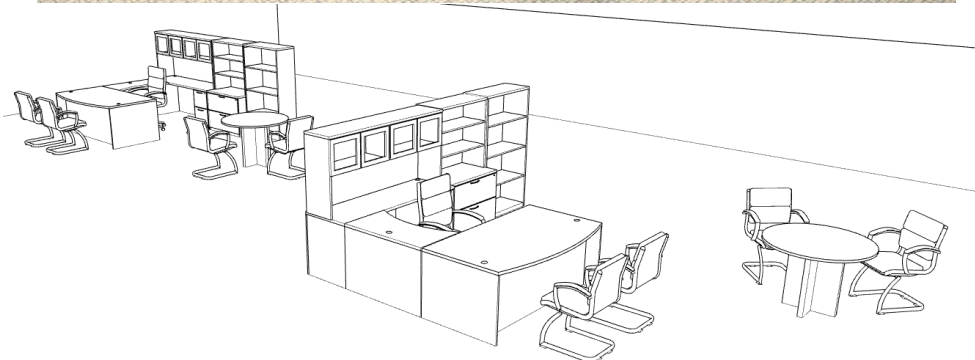
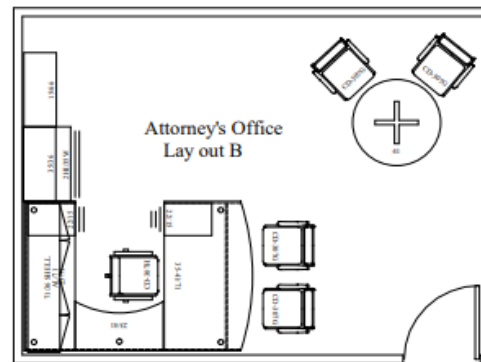
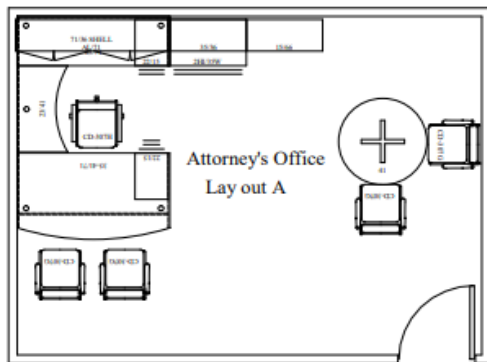
Town of Pembroke Pines_Law & May.sp4

Thank you for the opportunity to quote your office furniture.



**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.
Alt.: 305.342.2363
cclayton@ofwfl.com



OFFICE
FURNITURE
WAREHOUSE
miami

Carolina Clayton.

Alt.: 305.342.2363

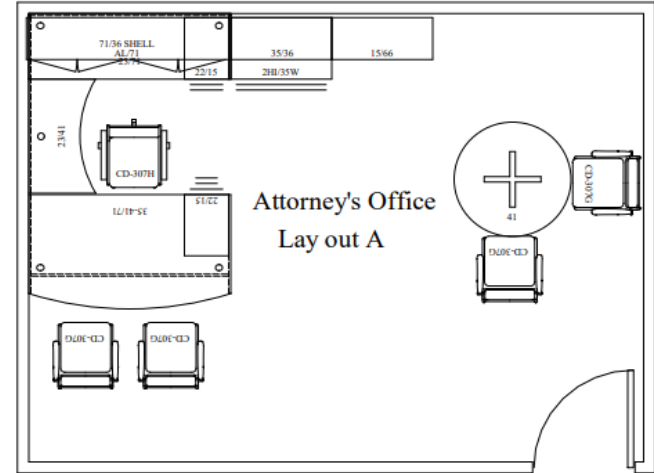
cclayton@ofwfl.com

Attorney's Office Lay out A

\$ 3,509.91



\$1,299.99ea.



\$449.99ea.



\$269.99ea.



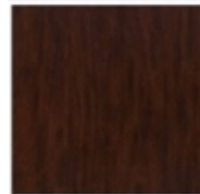
\$189.99ea.



\$299.99ea.



\$249.99ea.



MAHOGANY

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : **IN STOCK**

**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

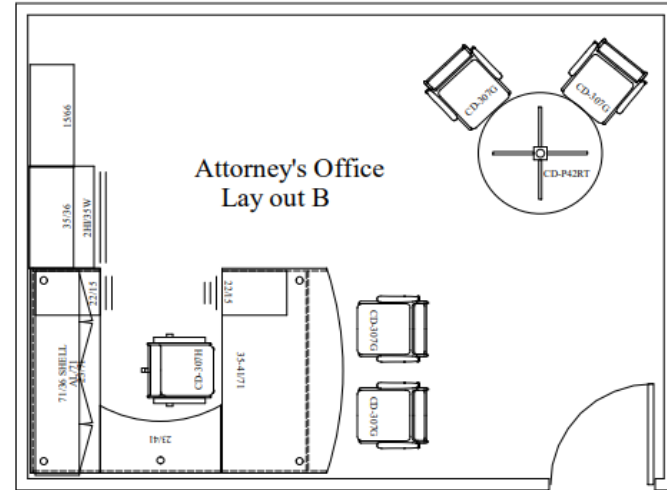
cclayton@ofwfl.com

Attorney's Office Lay out B

\$ 3,509.91



\$1,299.99ea.



\$449.99ea.



\$269.99ea.



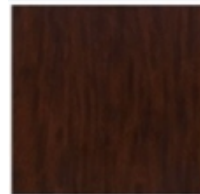
\$189.99ea.



\$299.99ea.



\$249.99ea.



MAHOGANY

Approved by: _____

Date: _____

Room dimensions provided by customer.

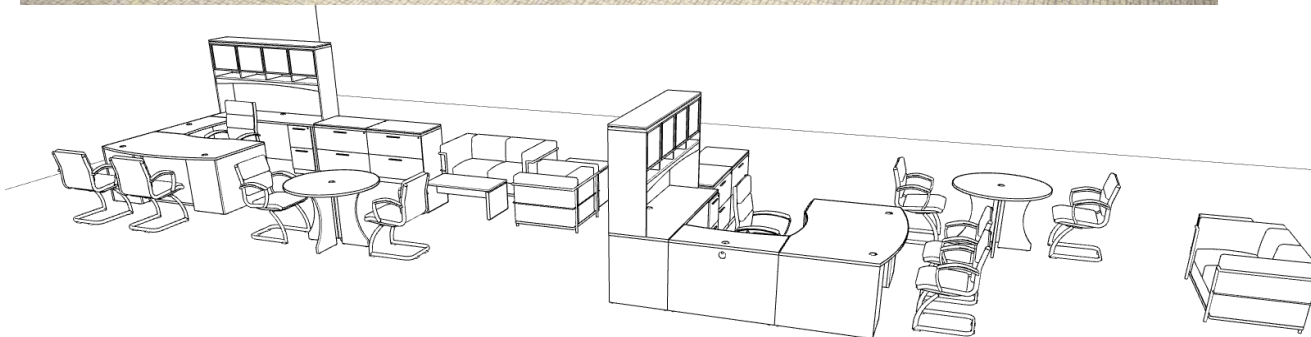
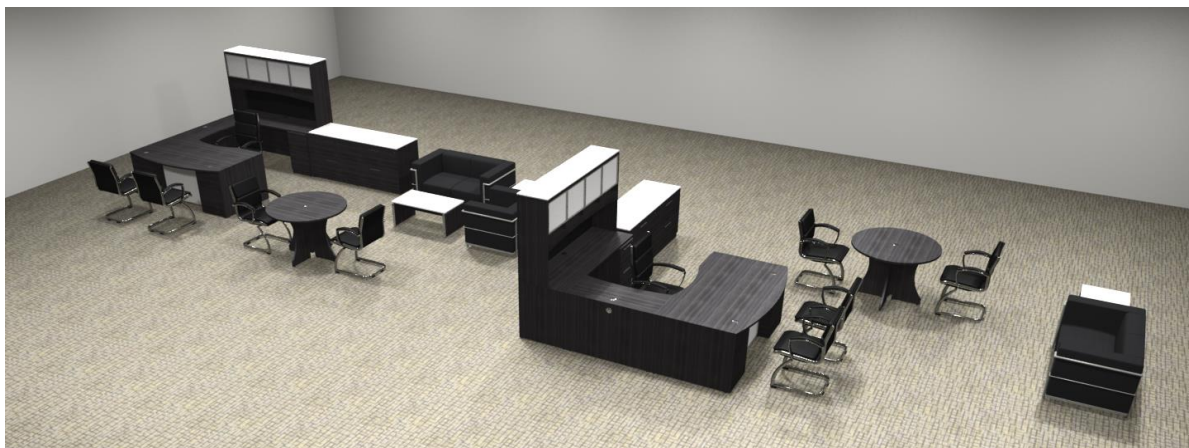
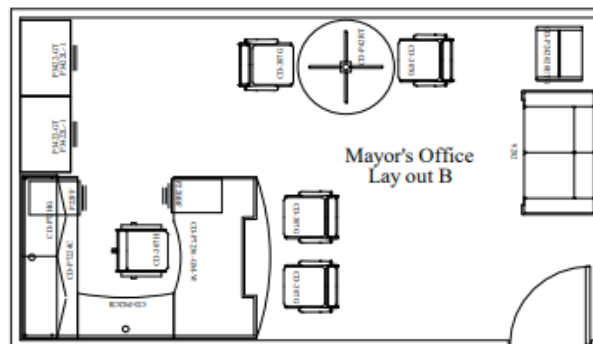
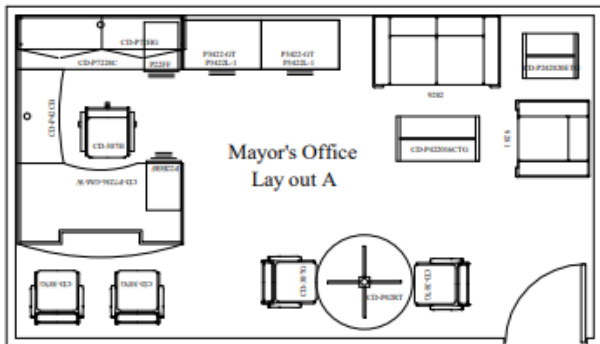
Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com



**OFFICE
FURNITURE
WAREHOUSE**
miami

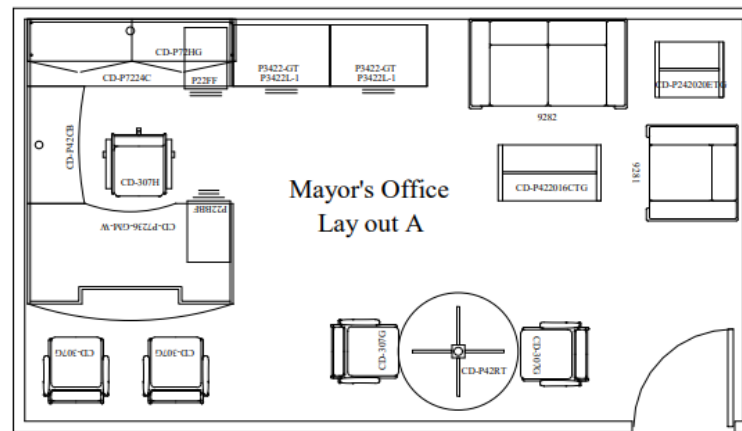
Carolina Clayton.
Alt.: 305.342.2363
cclayton@ofwfl.com

Mayor's Office Lay out A

\$ 5,488.87



\$1,648.99ea.



Mayor's Office
Lay out A



\$269.99ea.



\$449.99ea.



\$569.99ea. **BLACK LEATHER*



\$399.99ea. . **BLACK LEATHER*



\$299.99ea.

\$249.99ea.



GRAY



\$239.99ea.



\$199.99ea.

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

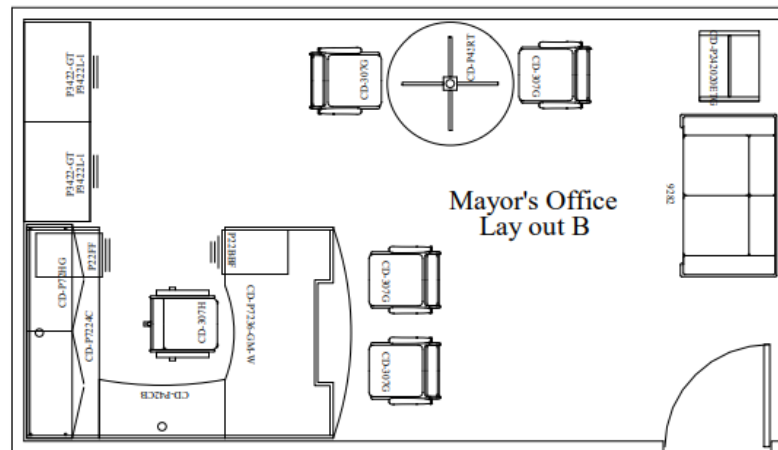
cclayton@ofwfl.com

Mayor's Office Lay out B

\$ 4,848.89



\$1,648.99ea.



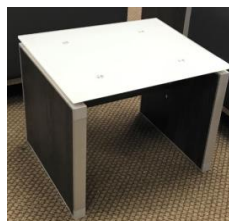
\$269.99ea.



\$449.99ea.



\$569.99ea.BLACK LEATHER***



\$199.99ea.



GRAY



\$299.99ea.



\$249.99ea.

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

PRATO HB Executive Chair



SPECIFICATIONS

Overall width	26"
Overall depth	26"
Overall height	43" - 46"
Seat height	18" - 21"
Seat depth	19.5"
Seat width	19"
Back height from seat	25"
Carton Weight (LBS)	49.61
Carton Volume (CFT)	7.558
Carton Size	26.78"W x 25.20"D x 31.50"H
Carton Quantity	1

MATERIALS

Material	Aluminum, Chrome, Bonded Leather
Base Material	Aluminum
Back Material	Bonded Leather
Seat Material	Bonded Leather

FEATURES

- Pneumatic Seat Adjustment
- Tilt Tension Adjustment

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
MIAMI

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

PRATO Guest Chair



SPECIFICATIONS

Overall width	23"
Overall depth	23"
Overall height	36"
Seat height	19"
Seat depth	19.5"
Seat width	19"
Back height from seat	17"
Carton Weight (LBS)	33.29
Carton Volume (CFT)	9.323
Carton Size	27.96"W x 23.23"D x 24.81"H
Carton Quantity	1

MATERIALS

Material	Aluminum, Chrome, Bonded Leather
Base Material	Aluminum
Back Material	Bonded Leather
Seat Material	Bonded Leather

**OFFICE
FURNITURE
WAREHOUSE**
MIAMI

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK



Ft. Lauderdale

2099 West Atlantic Boulevard
Pompano Beach Florida, 33069
954-968-4700

MIAMI

3411 NW 72nd Avenue
Miami Florida, 33122
305-266-4447

PRODUCT WARRANTIES

Systems (Friant)

LIMITED LIFETIME

This warranty is given to the initial purchaser and is valid from the date of purchase, for as long as the initial purchaser owns the product. This warranty covers defects in material and craftsmanship found during normal usage of the product during the warranty period. If the product is defective, and if written notice of the defect is given to Office Furniture Warehouse, within the applicable warranty period, Office Furniture Warehouse, at its option, will either repair or replace the defective product with a comparable component or product.

TL Laminate Products

2 YEARS

This warranty is given to the initial purchaser and is valid from the date of purchase, for as long as the product is owned by the initial purchaser. This warranty covers defects in material and craftsmanship found during normal usage of the product during the warranty period. If the product is defective, and if written notice of the defect is given to Office Furniture Warehouse within the applicable warranty period, Office Furniture Warehouse, at its option, will either repair or replace the defective product with a comparable component or product. This warranty applies to all TL Laminate Products

OFW Seating

2 YEARS

All chair frames, including metal, gas cylinders, wood and plastic parts, and control mechanisms are guaranteed against structural failure for three years, under normal commercial use and to the original purchaser. Casters and upholstery (fabric and mesh) have a three year commercial use warranty. Standard commercial use is defined as the proper usage for one single shift, a total of 40 hours or less per week and by individuals weighing 250 lbs or less.

Should any item require repair, please return product to us. Please request written authorization before returning defective parts to OFW, returned defective parts will not be accepted without prior written authorization. Labor and service are not covered under this warranty. This warranty does not apply to items subjected to abuse, misuse, neglect, alteration, or damage caused by shipment, storage, accident, fire, food or an act of nature.

Warranty Exceptions:

- Natural variations in wood grain, figure or the presence of character marks
- Matching of colors, grains, textures
- Changes in surface finishes due to aging or exposure to light
- Damage, marking or staining of surfaces due to contact with rubber or similar compounds
- Damage from sharp objects or imprinting from writing instruments, computer equipment or prolonged exposure to fluids or sun
- Checking or delaminating due to changes in temperature or improper care or storage
- Damage caused by misuse or improper care

Office Furniture Warehouse does not guarantee the matching of colors, grain or texture, except to within commercially acceptable standards.

A product will not be considered defective, and Office Furniture Warehouse will not be obligated to replace it, if it is not installed in a proper manner (i.e., product not leveled, not secured properly, etc...).

Except as noted above, Office Furniture Warehouse makes no express or implied warranties as to any product, and in particular makes no warranty of fitness for any particular use. At Office Furniture Warehouse' option, product repair and/or replacement are the customer's exclusive remedy for any and all product defects.

Office Furniture Warehouse shall not be liable for consequential, economic or incidental damages arising from any product defect.

www.ofwfl.com

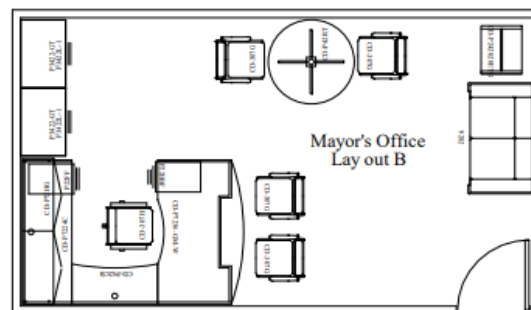
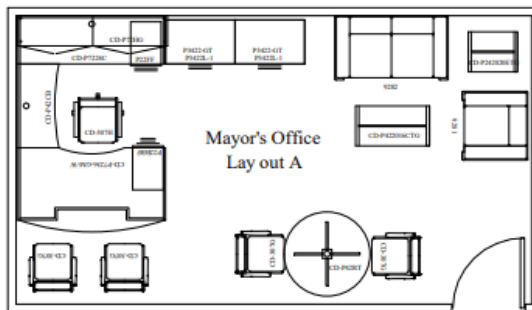
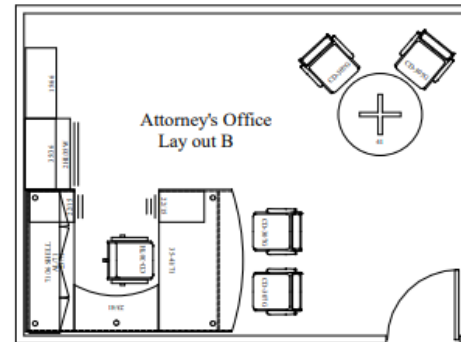
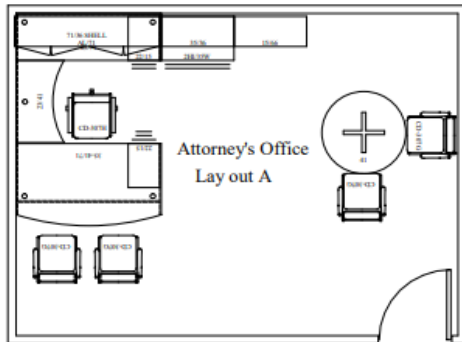


Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

Thank you for the opportunity to quote your office furniture.

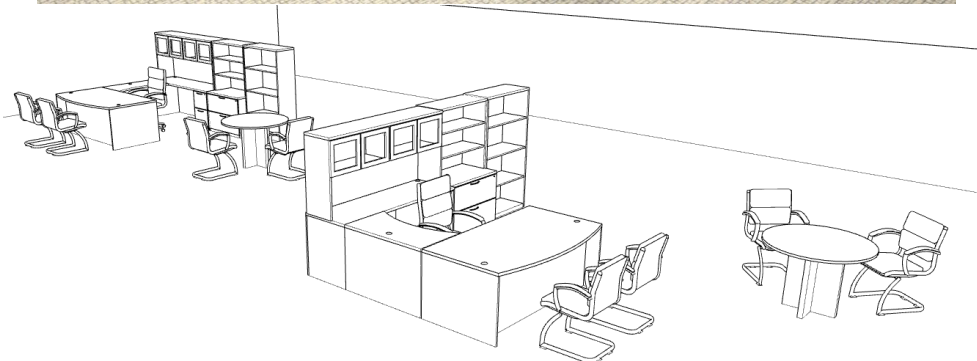
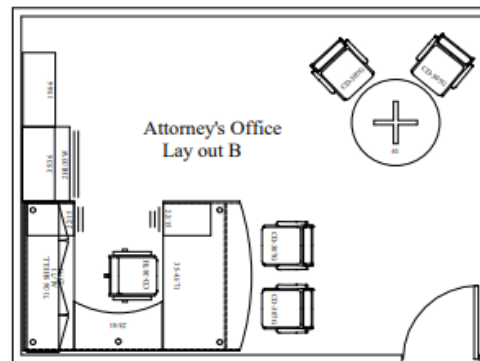
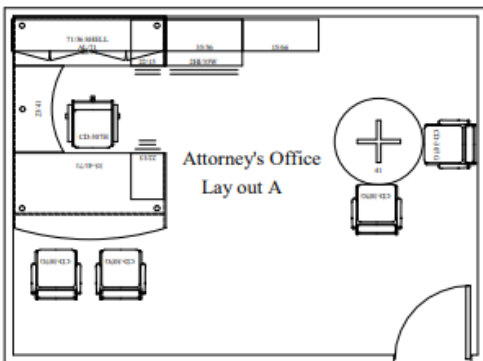


**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com



**OFFICE
FURNITURE
WAREHOUSE**

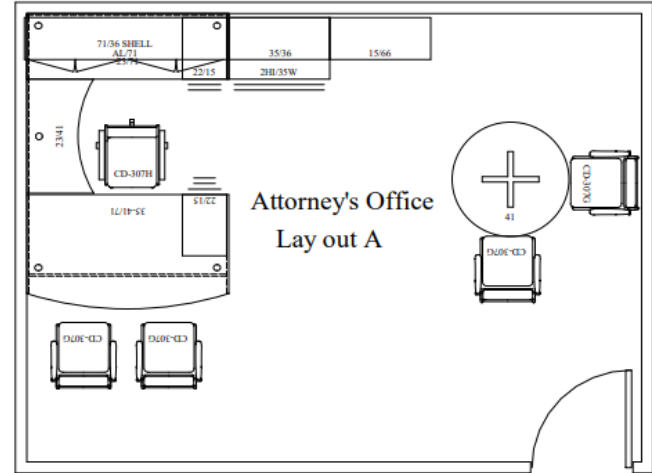
Carolina Clayton.
Alt.: 305.342.2363
cclayton@ofwfl.com

Attorney's Office Lay out A

\$ 3,509.91



\$1,299.99ea.



\$449.99ea.



\$269.99ea.



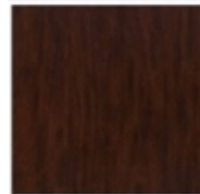
\$189.99ea.



\$299.99ea.



\$249.99ea.



MAHOGANY

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : **IN STOCK**

**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

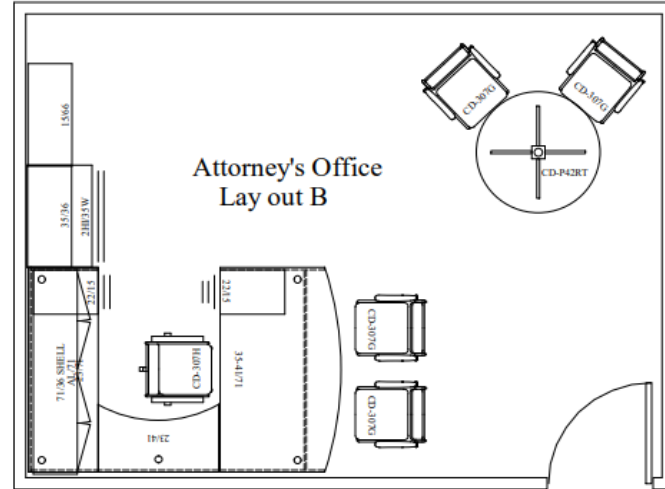
cclayton@ofwfl.com

Attorney's Office Lay out B

\$ 3,509.91



\$1,299.99ea.



\$449.99ea.



\$269.99ea.



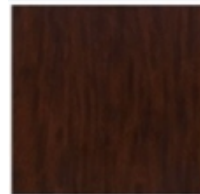
\$189.99ea.



\$299.99ea.



\$249.99ea.



MAHOGANY

Approved by: _____

Date: _____

Room dimensions provided by customer.

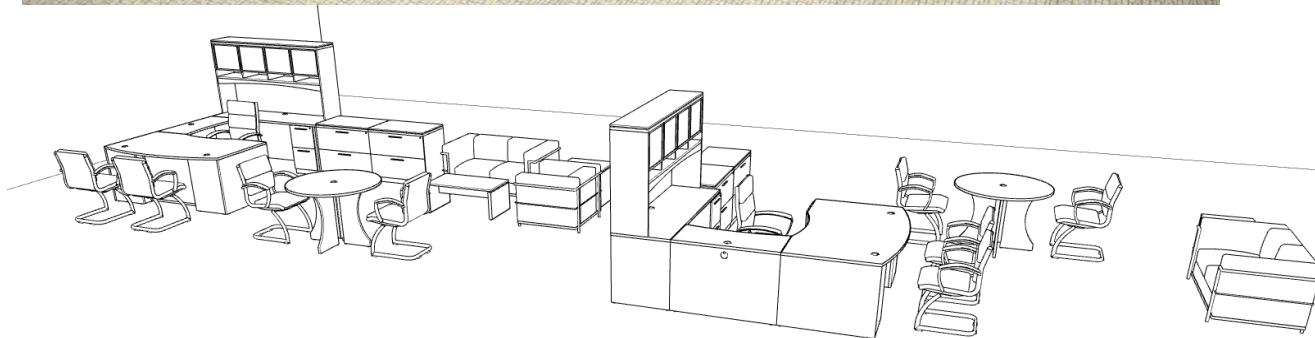
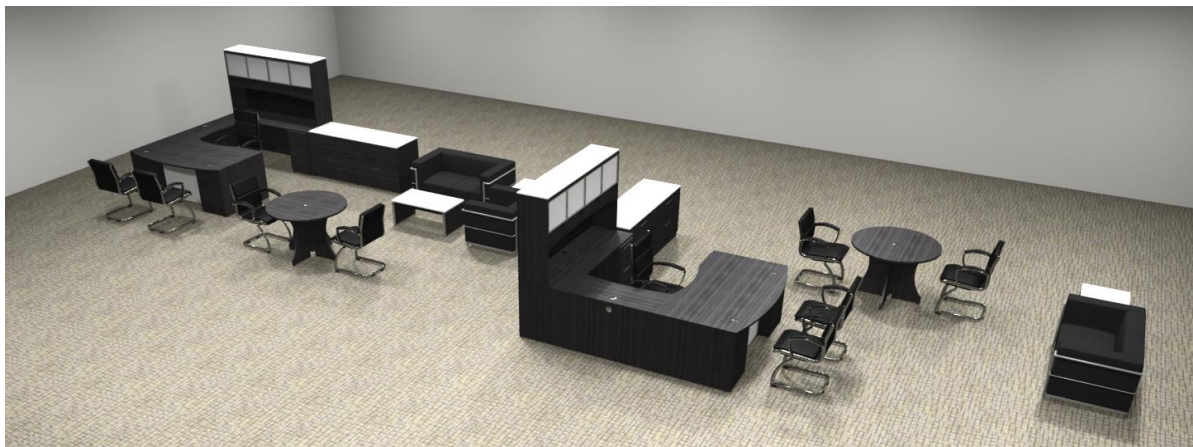
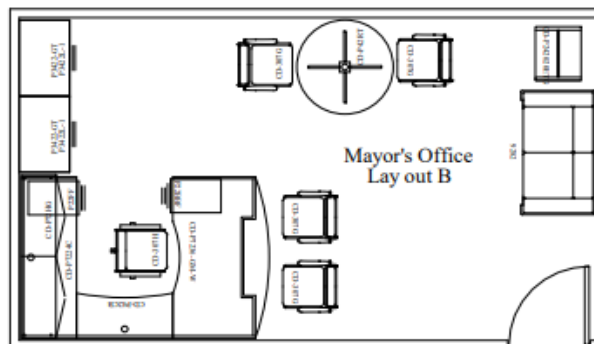
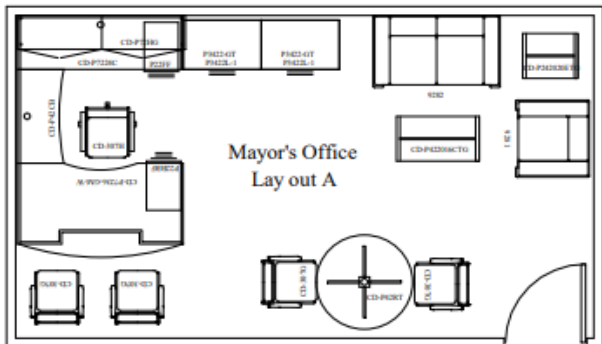
Lead time : **IN STOCK**

**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com



**OFFICE
FURNITURE
WAREHOUSE**
miami

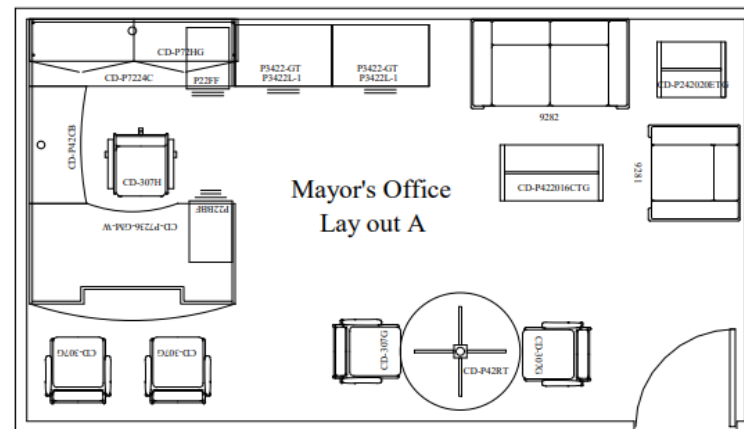
Carolina Clayton.
Alt.: 305.342.2363
cclayton@ofwfl.com

Mayor's Office Lay out A

\$ 5,488.87



\$1,648.99ea.



Mayor's Office
Lay out A



\$269.99ea.



\$429.99ea.



\$569.99ea. **BLACK LEATHER*



\$399.99ea. .BLACK LEATHER***



\$299.99ea.

\$249.99ea.



GRAY



\$239.99ea.



\$199.99ea.

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

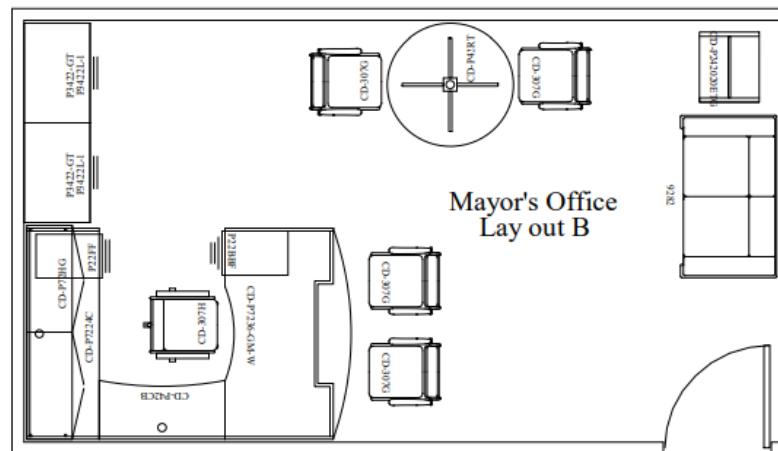
cclayton@ofwfl.com

Mayor's Office Lay out B

\$ 4,848.89



\$1,648.99ea.



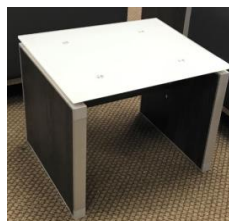
\$269.99ea.



\$429.99ea.



\$569.99ea.BLACK LEATHER***



\$199.99ea.



\$299.99ea.



\$249.99ea.

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

Secretary's Lay out A

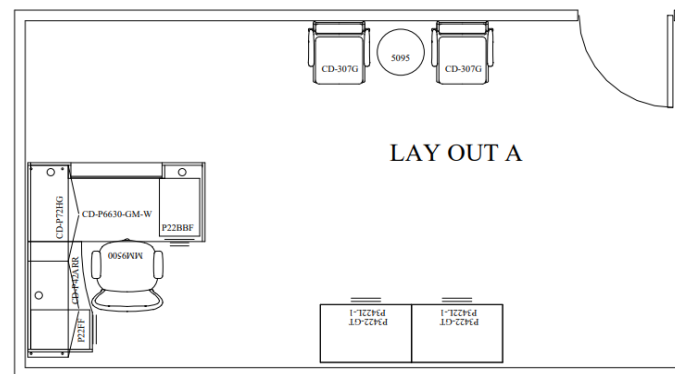
\$ 2,549.93



\$849.99ea.



\$429.99ea.



\$229.99ea.



\$249.99ea.



Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
miami

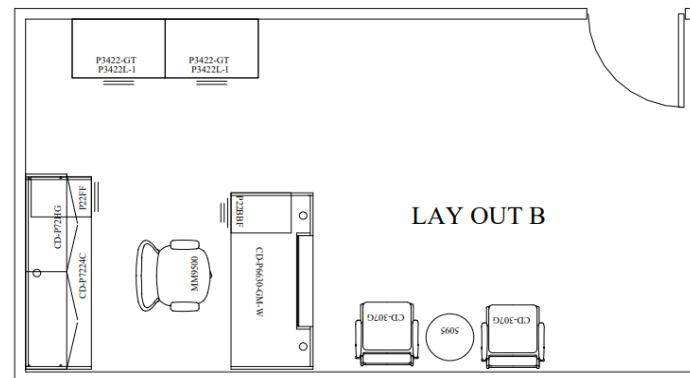
Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

Secretary's Lay out B

\$ 3,169.91



\$229.99ea.



\$249.99ea.



\$429.99ea.

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
MIAMI

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

PRATO HB Executive Chair



SPECIFICATIONS

Overall width	26"
Overall depth	26"
Overall height	43" - 46"
Seat height	18" - 21"
Seat depth	19.5"
Seat width	19"
Back height from seat	25"
Carton Weight (LBS)	49.61
Carton Volume (CFT)	7.558
Carton Size	26.78"W x 25.20"D x 31.50"H
Carton Quantity	1

MATERIALS

Material	Aluminum, Chrome, Bonded Leather
Base Material	Aluminum
Back Material	Bonded Leather
Seat Material	Bonded Leather

FEATURES

- Pneumatic Seat Adjustment
- Tilt Tension Adjustment

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

PRATO Guest Chair



SPECIFICATIONS

Overall width	23"
Overall depth	23"
Overall height	36"
Seat height	19"
Seat depth	19.5"
Seat width	19"
Back height from seat	17"
Carton Weight (LBS)	33.29
Carton Volume (CFT)	9.323
Carton Size	27.96"W x 23.23"D x 24.81"H
Carton Quantity	1

MATERIALS

Material	Aluminum, Chrome, Bonded Leather
Base Material	Aluminum
Back Material	Bonded Leather
Seat Material	Bonded Leather

**OFFICE
FURNITURE
WAREHOUSE**
MIAMI

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK



Ft. Lauderdale

2099 West Atlantic Boulevard
Pompano Beach Florida, 33069
954-968-4700

MIAMI

3411 NW 72nd Avenue
Miami Florida, 33122
305-266-4447

PRODUCT WARRANTIES

Systems (Friant)

LIMITED LIFETIME

This warranty is given to the initial purchaser and is valid from the date of purchase, for as long as the initial purchaser owns the product. This warranty covers defects in material and craftsmanship found during normal usage of the product during the warranty period. If the product is defective, and if written notice of the defect is given to Office Furniture Warehouse, within the applicable warranty period, Office Furniture Warehouse, at its option, will either repair or replace the defective product with a comparable component or product.

TL Laminate Products

2 YEARS

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OFW Seating

2 YEARS

All chair frames, including metal, gas cylinders, wood and plastic parts, and control mechanisms are guaranteed against structural failure for three years, under normal commercial use and to the original purchaser. Casters and upholstery (fabric and mesh) have a three year commercial use warranty. Standard commercial use is defined as the proper usage for one single shift, a total of 40 hours or less per week and by individuals weighing 250 lbs or less.

Should any item require repair, please return product to us. Please request written authorization before returning defective parts to OFW, returned defective parts will not be accepted without prior written authorization. Labor and service are not covered under this warranty. This warranty does not apply to items subjected to abuse, misuse, neglect, alteration, or damage caused by shipment, storage, accident, fire, food or an act of nature.

Warranty Exceptions:

- Natural variations in wood grain, figure or the presence of character marks
- Matching of colors, grains, textures
- Changes in surface finishes due to aging or exposure to light
- Damage, marking or staining of surfaces due to contact with rubber or similar compounds
- Damage from sharp objects or imprinting from writing instruments, computer equipment or prolonged exposure to fluids or sun
- Checking or delaminating due to changes in temperature or improper care or storage
- Damage caused by misuse or improper care

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A product will not be considered defective, and Office Furniture Warehouse will not be obligated to replace it, if it is not installed in a proper manner (i.e., product not leveled, not secured properly, etc...).

Except as noted above, Office Furniture Warehouse makes no express or implied warranties as to any product, and in particular makes no warranty of fitness for any particular use. At Office Furniture Warehouse' option, product repair and/or replacement are the customer's exclusive remedy for any and all product defects.

Office Furniture Warehouse shall not be liable for consequential, economic or incidental damages arising from any product defect.

www.ofwfl.com



Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

OFFICE FURNITURE WAREHOUSE

SOLD TO:

Harry Taubenfeld
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park FL., 33023
P: 954.444.1777, F: 786.510.0877

3411 NW 72nd Avenue Miami Florida, 33122
Tel: 305.266.4447 Fax: 304.477.2821

SHIP TO:

Prepared by
Carolina Clayton

Tue Oct 13 14:42:18 2020

maria@lagomhr.net

	Color	Mfg	Qty	Tag	Part Number	Part Description	Sell	Ext Sell
1		TER	1	ATTORNEY'S OFFICE LAY OUT A	U-Shape Desk, Alum. Door Hutch	U-Shape Desk with 72"x36/42" Bow Front Desk, 24"x42" Bridge and 72"x24" Credenza, Box/Box/File and File/File Pedestals, 72" Hutch with Alum./Glass ...	\$ 1,299.99	\$ 1,299.99
					POR Bow Front Desk Shell Bridge Credenza Shell Full Pedestal Full Pedestal Hutch Shell Glass Door Set	Porto Mahogany TL-7236BF-POR TL-4224CBR-POR TL-7224CS-POR TL-BBF-POR TL-FF-POR TL-72HUTCH-POR TL-DOORALUM		
2		TER	1	ATTORNEY'S OFFICE LAY OUT A	Lateral with Hutch	Lateral File, 2 Drawers, 36"W x 22"D with 36" Open Hutch	\$ 449.99	\$ 449.99
					POR	Porto Mahogany TL-LAT2DR-POR TL-36HUTCH-POR		
3			1	ATTORNEY'S OFFICE LAY OUT A	TL-66BOOK-POR	Bookcase 66H - Mahogany	\$ 269.99	\$ 269.99
4			1	ATTORNEY'S OFFICE LAY OUT A	TL-42RD-POR	Round Table 42W - Mahogany	\$ 189.99	\$ 189.99
5			1	ATTORNEY'S OFFICE LAY OUT A	Prato	HB Chair - Black	\$ 299.99	\$ 299.99
6			4	ATTORNEY'S OFFICE LAY OUT A	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 999.96
S.						Subtotal		\$ 3,509.91
7		TER	1	ATTORNEY'S OFFICE LAY OUT B	U-Shape Desk, Alum. Door Hutch	U-Shape Desk with 72"x36/42" Bow Front Desk, 24"x42" Bridge and 72"x24" Credenza, Box/Box/File and File/File Pedestals, 72" Hutch with Alum./Glass ...	\$ 1,299.99	\$ 1,299.99
					POR Bow Front Desk Shell Bridge Credenza Shell Full Pedestal Full Pedestal Hutch Shell Glass Door Set	Porto Mahogany TL-7236BF-POR TL-4224CBR-POR TL-7224CS-POR TL-BBF-POR TL-FF-POR TL-72HUTCH-POR TL-DOORALUM		
8		TER	1	ATTORNEY'S OFFICE LAY OUT B	Lateral with Hutch	Lateral File, 2 Drawers, 36"W x 22"D with 36" Open Hutch	\$ 449.99	\$ 449.99
					POR	Porto Mahogany TL-LAT2DR-POR TL-36HUTCH-POR		
9			1	ATTORNEY'S OFFICE LAY OUT B	TL-66BOOK-POR	Bookcase 66H - Mahogany	\$ 269.99	\$ 269.99
10			1	ATTORNEY'S OFFICE LAY OUT B	TL-42RD-POR	Round Table 42W - Mahogany	\$ 189.99	\$ 189.99
11			1	ATTORNEY'S OFFICE LAY OUT B	Prato	HB Chair - Black	\$ 299.99	\$ 299.99
12			4	ATTORNEY'S OFFICE LAY OUT B	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 999.96
S.						Subtotal		\$ 3,509.91
13		TER	1	MAYOR'S OFFICE LAY OUT A	U-Shape-Glass-2 Peds	Verona Executive U-Shape with Glass Modesty Panel	\$ 1,099.00	\$ 1,099.00
						Textured Grey Non-Handed VL-7236BF Desk Shell VL-4224CBR Bridge Shell VL-7224CS Credenza Shell VL-BBF Box/Box/File Storage VL-FF File/File Storage VL-7236BFMOD-GL Glass Modesty		

Approved By Initialing _____

1 of 3

Town of Pembroke Pines_Law & May.sp4

OFFICE FURNITURE WAREHOUSE

SOLD TO:

Harry Taubenfeld
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park FL., 33023
P: 954.444.1777, F: 786.510.0877

3411 NW 72nd Avenue Miami Florida, 33122
Tel: 305.266.4447 Fax: 304.477.2821

SHIP TO:

Prepared by
Carolina Clayton

Tue Oct 13 14:42:18 2020

maria@lagomhr.net

Qty	Color	Mfg	Tag	Part Number	Part Description	Sell	Ext Sell
1		TER	MAYOR'S OFFICE LAY OUT A	72" Glass Door Hutch	72"W Hutch with Aluminum Door Set	\$ 549.99	\$ 549.99
					Textured Grey VL-72HUTCH VL-DOOR-GL		
2			MAYOR'S OFFICE LAY OUT A	VL-LAT2DR-GRAY	Lateral File - Gray	\$ 429.99	\$ 859.98
2			MAYOR'S OFFICE LAY OUT A	VL-34TOP-GL	Glass Top For Lateral & 2-Door	\$ 0.00	\$ 0.00
1			MAYOR'S OFFICE LAY OUT A	VL-COFFEE-GL	Coffee Table - Gray/Glass	\$ 239.99	\$ 239.99
1			MAYOR'S OFFICE LAY OUT A	VL-END-GL	End Table - Gray/Glass	\$ 199.99	\$ 199.99
1			MAYOR'S OFFICE LAY OUT A	VL-RD42-GL	Round Table 42W - Gray/Glass	\$ 269.99	\$ 269.99
1			MAYOR'S OFFICE LAY OUT A	ORTONA-LS-GRY	Ortona Love Seat - Gray	\$ 569.99	\$ 569.99
1			MAYOR'S OFFICE LAY OUT A	ORTONA-CC-GRY	Ortona Lounge Chair - Gray	\$ 399.99	\$ 399.99
1			MAYOR'S OFFICE LAY OUT A	Prato	HB Chair - Black	\$ 299.99	\$ 299.99
4			MAYOR'S OFFICE LAY OUT A	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 999.96
Subtotal							\$ 5,488.87
1		TER	MAYOR'S OFFICE LAY OUT A	U-Shape-Glass-2 Peds	Verona Executive U-Shape with Glass Modesty Panel	\$ 1,099.00	\$ 1,099.00
					Textured Grey Non-Handed VL-7236BF Desk Shell VL-4224CBR Bridge Shell VL-7224CS Credenza Shell VL-BBF Box/Box/File Storage VL-FF File/File Storage VL-7236BFMOD-GL Glass Modesty		
1		TER	MAYOR'S OFFICE LAY OUT A	72" Glass Door Hutch	72"W Hutch with Aluminum Door Set	\$ 549.99	\$ 549.99
					Textured Grey VL-72HUTCH VL-DOOR-GL		
2			MAYOR'S OFFICE LAY OUT A	VL-LAT2DR-GRAY	Lateral File - Gray	\$ 429.99	\$ 859.98
2			MAYOR'S OFFICE LAY OUT A	VL-34TOP-GL	Glass Top For Lateral & 2-Door	\$ 0.00	\$ 0.00
1			MAYOR'S OFFICE LAY OUT A	VL-END-GL	End Table - Gray/Glass	\$ 199.99	\$ 199.99
1			MAYOR'S OFFICE LAY OUT A	VL-RD42-GL	Round Table 42W - Gray/Glass	\$ 269.99	\$ 269.99
1			MAYOR'S OFFICE LAY OUT A	ORTONA-LS-GRY	Ortona Love Seat - Gray	\$ 569.99	\$ 569.99
1			MAYOR'S OFFICE LAY OUT A	Prato	HB Chair - Black	\$ 299.99	\$ 299.99
4			MAYOR'S OFFICE LAY OUT A	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 999.96
Subtotal							\$ 4,848.89

Approved By Initialing _____

2 of 3

Town of Pembroke Pines_Law & May.sp4

OFFICE FURNITURE WAREHOUSE

SOLD TO:

Harry Taubenfeld
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park FL., 33023
P: 954.444.1777, F: 786.510.0877

3411 NW 72nd Avenue Miami Florida, 33122
Tel: 305.266.4447 Fax: 304.477.2821

SHIP TO:

Prepared by
Carolina Clayton

Tue Oct 13 14:42:18 2020

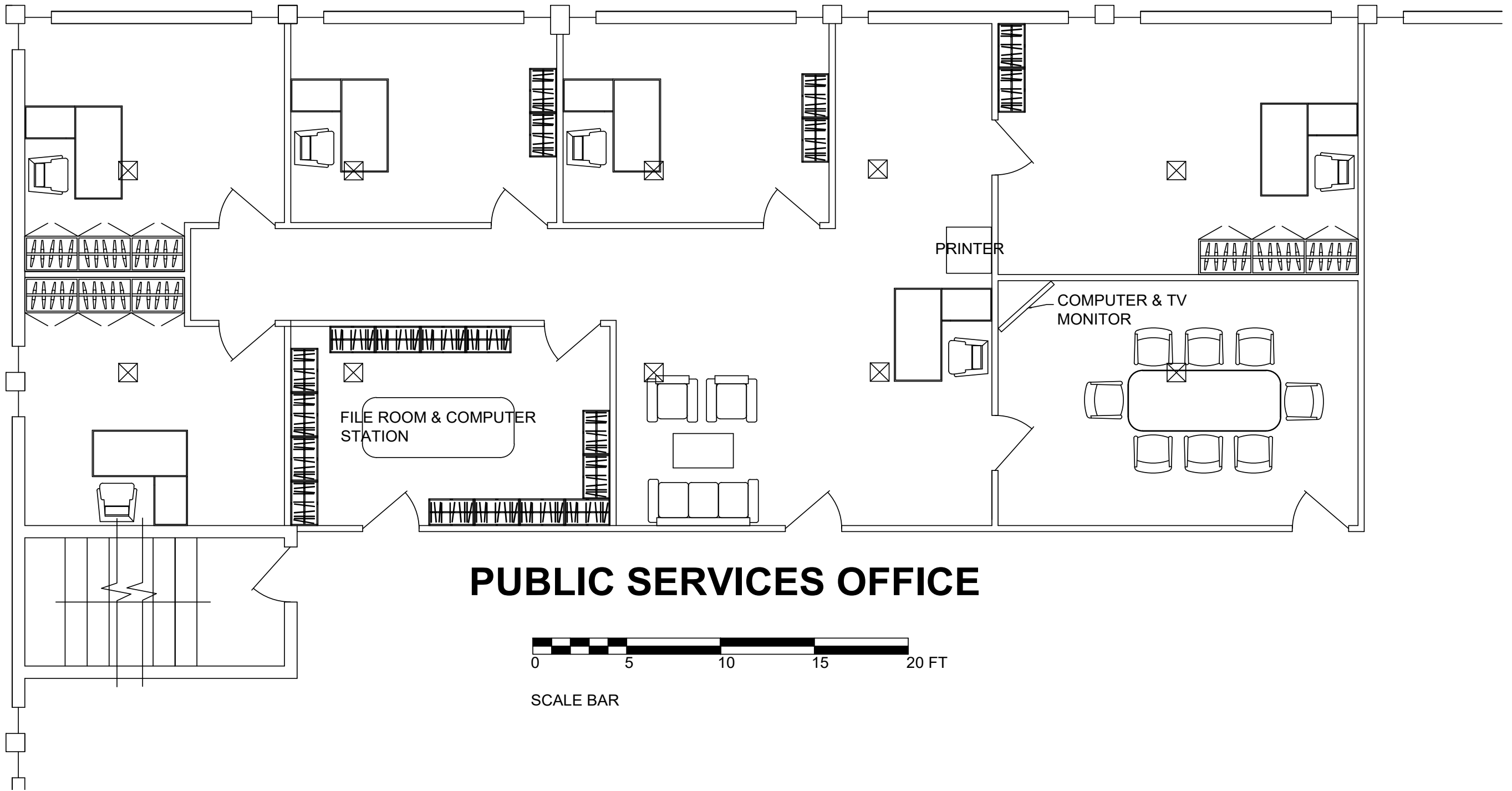
maria@lagomhr.net

Qty	Color	Mfg	Tag	Part Number	Part Description	Sell	Ext Sell	
33		TER	1	MAYOR'S SECRETARY LAY ...	66" Right L-Shape-2 Peds	Verona Double Pedestal 66" L-Shape with Glass Modesty Panel	\$ 849.99	\$ 849.99
					Textured Grey Right Hand Return VL-6630 Desk Shell VL-4224RR Return Shell VL-BBF Box/Box/File Storage VL-FF File/File Storage VL-6630MOD-GL Glass Modesty			
34			2	MAYOR'S SECRETARY LAY ...	VL-LAT2DR-GRAY	Lateral File - Gray	\$ 429.99	\$ 859.98
35			2	MAYOR'S SECRETARY LAY ...	VL-34TOP-GL	Glass Top For Lateral & 2-Door	\$ 0.00	\$ 0.00
36			1	MAYOR'S SECRETARY LAY ...	ROGUE-HB	Rogue HB Task Chair - Black	\$ 229.99	\$ 229.99
37			2	MAYOR'S SECRETARY LAY ...	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 499.98
38		SAF	1	MAYOR'S SECRETARY LAY ...	5095-WH	Glass Accent Table-White	\$ 109.99	\$ 109.99
S...					Subtotal		\$ 2,549.93	
39		TER	1	MAYOR'S SECRETARY LAY ...	66" SP Desk-GL	Verona Single Pedestal Desk - 66"W x 30"D with Laminate Modesty Panel	\$ 539.99	\$ 539.99
					Textured Grey VL-6630 Desk Shell VL-BBF Box/Box/File Storage VL-6630MOD-GL Glass Modesty			
40		TER	1	MAYOR'S SECRETARY LAY ...	72" SP Credenza	Verona Single Pedestal Credenza - 72"W x 24"D	\$ 389.99	\$ 389.99
					VL-7224CS Credenza Shell VL-FF Box/Box/File Storage			
41		TER	1	MAYOR'S SECRETARY LAY ...	72" Glass Door Hutch	72"W Hutch with Aluminum Door Set	\$ 539.99	\$ 539.99
					Textured Grey VL-72HUTCH VL-DOOR-GL			
42			2	MAYOR'S SECRETARY LAY ...	VL-LAT2DR-GRAY	Lateral File - Gray	\$ 429.99	\$ 859.98
43			2	MAYOR'S SECRETARY LAY ...	VL-34TOP-GL	Glass Top For Lateral & 2-Door	\$ 0.00	\$ 0.00
44			1	MAYOR'S SECRETARY LAY ...	ROGUE-HB	Rogue HB Task Chair - Black	\$ 229.99	\$ 229.99
45			2	MAYOR'S SECRETARY LAY ...	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 499.98
46		SAF	1	MAYOR'S SECRETARY LAY ...	5095-WH	Glass Accent Table-White	\$ 109.99	\$ 109.99
S...					Subtotal		\$ 3,169.91	
47		OFW	1	Z-Services	OFWREG	Delivery, Installation and Off-Site Trash Removal	\$ 885.00	\$ 885.00
					Regular Business Hours - MON thru FRI 8am -5pm Building Restriction may incur additional charges Non-Split Delivery			
					Grand Total		\$ 23,962.42	

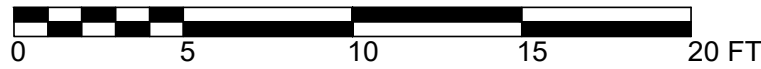
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3 of 3

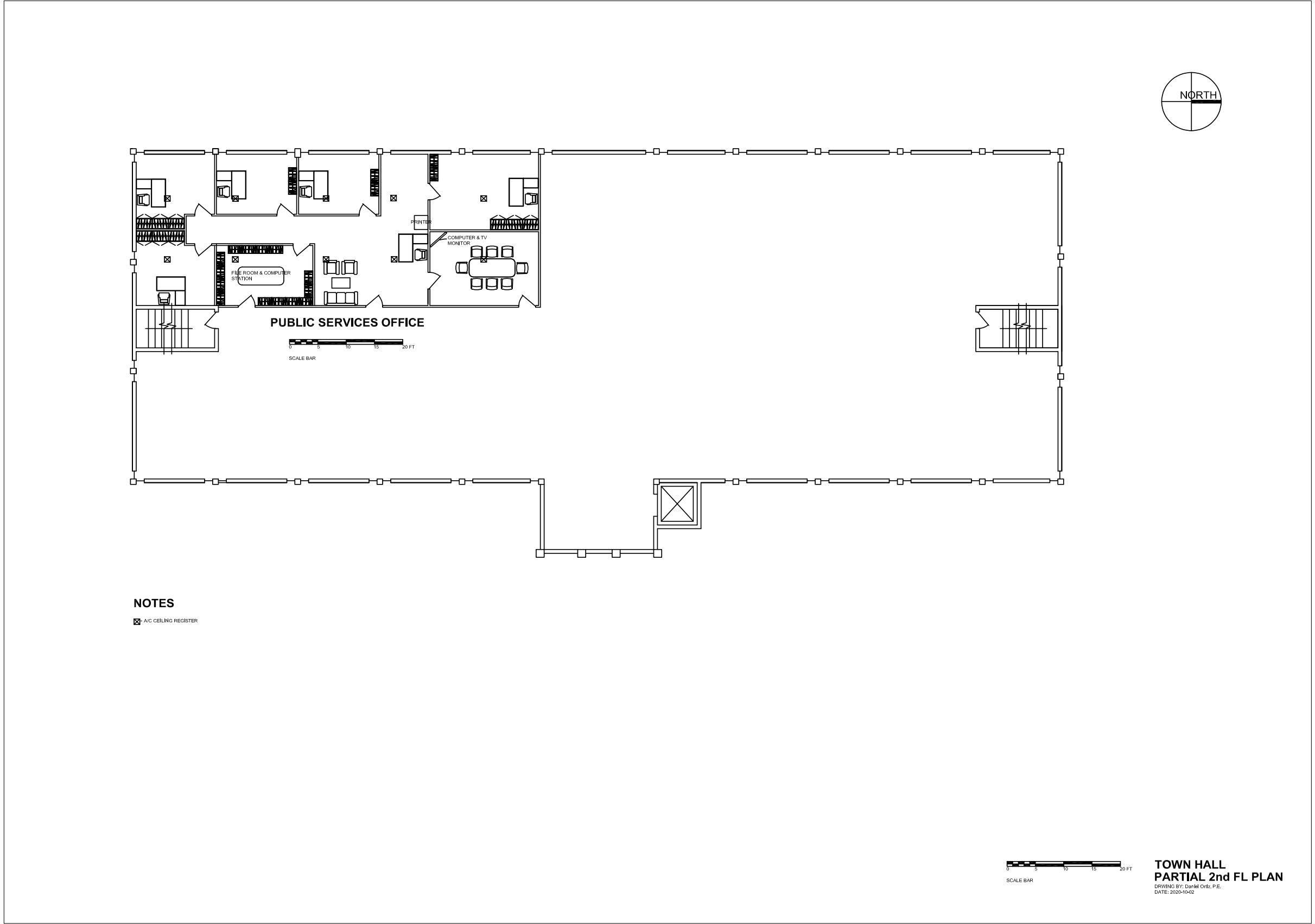
Town of Pembroke Pines_Law & May.sp4



PUBLIC SERVICES OFFICE



SCALE BAR





Employee Handbook

October 2020

Prepared By: LagomHR Inc.



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INTRODUCTION

PURPOSE

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the Town of Pembroke Park. Nothing in this manual shall be construed as contract terms for any Town employees.

These policies are not intended to be all-inclusive or to cover every situation that may arise. These policies may be amended at any time at the sole discretion of the Town and supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the Town Commission.

A separate procedural manual establishes in more detail the practices, processes and forms required to implement these policies.

SCOPE

These policies and procedures apply to all the Town's employees unless specifically addressed in a formal employment contract or insurance plan document. Where such documents specifically differ from these policies, then the applicable provision(s) of the subject agreement shall supersede these policies.

These policies are designed to work in combination with individual departmental policies and procedures; however, these policies shall prevail should they come into conflict with departmental policies or procedures.

No person, other than the Mayor and Town Commission or the Town Manager as authorized by the Town Commission, has the authority to enter into any agreement for employment with an employee for any specified period of time, or to make any agreement contrary to the provisions of this manual.

These policies govern regardless of past practices or former policies. This manual supersedes any previous verbal or written policies, statements, understandings, or agreements concerning terms and conditions of employment, except in cases of formal employment contracts or other legally binding agreements.

SEVERABILITY

If one or more provisions of this manual are superseded by or become in conflict with a formal employment contract, insurance plan documents, state or federal laws, or if they are determined by a court of competent jurisdiction to be inappropriate and voided, then the balance of the manual shall remain in effect.

DISTRIBUTION AND REVISIONS

A copy of this manual shall be provided to each employee, who shall be required to sign a standard form certifying his/her receipt and review of the manual.

Revisions or updates to the manual shall be provided to all employees in either paper form, by email, or by other electronic communication such as posting on the intranet. Employees are expected to review all changes and updates and remain abreast of all current personnel policies. Periodically employees may be required to provide an updated sign-off that they have received and reviewed the manual and changes in



policy.

DISCLAIMER

All employees of the Town are employed at will and may quit or be terminated at any time and for any or no reason. Nothing in any of the Town's rules, policies, handbooks, procedures or other documents relating to employment creates any express or implied contract or employment.

This handbook replaces any previously issued policies, practices and understandings, written or oral, governing employment. Nothing contrary to or inconsistent with the limitations in this paragraph creates any contract of employment unless:

- 1) The terms are in writing.
- 2) The document is labeled "contract".
- 3) The document states the terms of employment; and
- 4) The document is signed by the Mayor and approved by a vote of the Town Commission.



GENERAL EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Town of Pembroke Park is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training.

The Town shall not discriminate against any employee or job applicant and prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, sexual gender identity, age, religion, national origin, marital or veteran status, height, weight, disability, political affiliation, or other protected classes.

The Town hires those individuals authorized to work in the United States.

The Town adheres to the following federal laws which prohibit workplace discrimination and are enforced by the U.S. Equal Employment Opportunity Commission (EEOC).

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

This law makes it illegal to discriminate against someone based on race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants and employees, unless doing so would impose an undue hardship on the operation of the employer's business.

THE PREGNANCY DISCRIMINATION ACT

This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE EQUAL PAY ACT OF 1963 (EPA)

This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 (ADEA)

This law protects people who are 40 or older from discrimination because of age. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.



TITLE I OF THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

SECTIONS 102 AND 103 OF THE CIVIL RIGHTS ACT OF 1991

Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

THE GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 (GINA)

This law makes it illegal to discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder or condition of an individual's family members (i.e. an individual's family medical history). The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

REQUESTING A REASONABLE ACCOMMODATION

Employees should notify their manager or the Human Resources department when a reasonable accommodation is needed. Where necessary and feasible, reasonable accommodations will be made for qualified employees to perform the essential functions of the job in question if the accommodation does not cause the Town undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which cannot be eliminated by reasonable accommodation, will not be considered for employment. The Town will attempt to keep all employees so long as they do not cause undue hardship to the Town or its employees. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until a solution has been identified by management.

HARASSMENT AND DISCRIMINATION

Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA).

1. Harassment is unwelcome conduct that is based on race, color, religion, sex-gender (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where:



- A) Enduring the offensive conduct becomes a condition of continued employment, or
 - B) The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.
2. Sexual Harassment is unwelcome conduct of a sexual nature that is persistent or offensive and interferes with an employee's job performance or creates an intimidating, hostile or offensive work environment.

Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

Petty slights, annoyances, and isolated incidents (unless extremely serious) shall not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, isolation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
2. The victim does not have to be the person harassed but can be anyone affected by the offensive conduct.
3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.

Prevention is the best tool to eliminate harassment in the workplace. Managers are encouraged to take appropriate steps to prevent and correct unlawful harassment. They should clearly communicate to employees that unwelcome harassing conduct shall not be tolerated. They can do this by adhering to the complaint or grievance process and taking immediate and appropriate action when an employee complains. Managers should strive to create an environment in which employees feel free to raise concerns and are confident that those concerns shall be addressed.

Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment to management at an early stage to prevent its escalation.

SEXUAL HARASSMENT

The Town prohibits sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. The Town prohibits sexual harassment from occurring in and out of the workplace when representing the Town. Sexual harassment of non-employees by Town employees is also prohibited. The purpose of this policy is not to regulate personal morality or to encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:



1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Regarding unwelcome sexual advances toward non-employees, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly in exchange for a benefit.
2. Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's activities or creating an intimidating, hostile or offensive environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; notes or invitations; and/or, physical conduct (touching, assault, impeding or blocking movements).

If an employee is witness to or believes that the employee has experienced sexual harassment, they must immediately notify their supervisor or the Human Resources department.

Harassment of Town employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to their supervisor or the Human Resources department. Appropriate action shall be taken against any non-employee.

Notification by employee to appropriate personnel of any harassment problem is essential to the success of this policy and the Town generally. The Town cannot resolve a harassment problem unless it is reported. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of management so that steps are necessary to correct them.

Violation of this sexual harassment policy shall subject employees to disciplinary action, up to and including immediate discharge.

DRUGS AND ALCOHOL POLICY

The Town recognizes that the possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the Town. It is the obligation of the job applicant to notify the approved testing facility of any legal drug prescribed for the job applicant by a physician. Any



employee who is observed by a supervisor or department head to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head shall immediately report any reasonable suspicions to the Human Resources department.

An employee shall be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on Town premises or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within five (5) days of conviction for a drug or alcohol related violation, regardless if the violation occurred in the workplace.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify their supervisor and Human Resources, who are required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. A program to assist employees who may have a drug/alcohol problem is provided through the Town's Employee Assistance Program.

No prescription drug or Medical Marijuana should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over the counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs or utilizing Medical Marijuana that are not prescribed in their name on Town property or while performing Town business. Soliciting or distributing prescription drugs or Medical Marijuana for or to other employees is also strictly prohibited.

FAIR LABOR STANDARDS ACT (FLSA)

The Fair Labor Standards Act, Title 29 U.S.C. (Sections 201-219) is the federal law requiring that covered employees be paid at least the federal minimum wage and overtime pay (at time and one-half of the employee's regular rate of pay) for all hours worked over 40 hours in a workweek.

The Town Personnel Manual refers to employees covered by FLSA as "non-exempt" and to those not covered by the FLSA minimum wage and overtime provisions as "exempt".

VETERANS' PREFERENCE

Title 5 USC, Section 2108 and Chapter 295, F.S., set forth the requirements for public employers to provide preferences in employment, retention, and promotion to eligible veterans, spouses of veterans, and other veterans' preference eligible individuals.



MEDICAL EXAMINATIONS

The Town may require an employee to submit to a medical or psychological exam to determine fitness for duty provided the examinations are job related and consistent with business necessity. Tests for alcohol or illegal drug use are not considered medical examinations, nor are physical agility tests. Fitness for duty exams shall be conducted by a licensed professional designated by the Town and shall be paid for by the Town.

The Town shall comply with all applicable laws including ADA, FMLA, HIPAA, Worker's Compensation and related laws and guidelines in addressing circumstances where an employee is found to be unfit to perform some or all their essential job functions. This policy in no way shall be construed to limit employees' rights under any federal or State Law.

Employees determined to be un-fit for duty and requiring associated leave, may access accrued leave banks and other paid or unpaid leave time consistent with the policies contained within this manual and state and federal laws.

Light duty or modified return-to-work arrangements are not guaranteed and would not indicate continued employment if provided.

WORKPLACE VIOLENCE

The Town of Pembroke Park is committed to reducing the potential for workplace violence. In this regard, it is the policy of the Town to prohibit acts or threats of verbal or physical violence by any party, directed toward employees, citizens, elected officials, and visitors to the Town's facilities or others.

The Town is committed to providing a safe and healthy work environment, consistent with health and safety rules and shall take prompt remedial action, up to and including discharge or criminal prosecution, against any employee who engages in threatening behavior or acts of violence.

The Town shall take appropriate action against any non-employee who engages in threatening behavior including former employees and visitors to Town facilities, up to and including criminal prosecution.

Employees who display a tendency to engage in violent, abusive or threatening behavior shall be referred to the Town's health plan for counseling or other appropriate treatment. Such employees shall also be subject to disciplinary action, up to and including immediate discharge.

Additionally, it is the responsibility of Town employees to assist in identifying problem employees. The Town Manager should be immediately notified of situations or incidents involving threats, acts of violence, aggressive behavior, threatening or offensive comments and similar acts. Employee reports made pursuant to this policy shall be held in confidence to the maximum possible extent. The Town shall not tolerate retaliation against any employee reporting a violation of this policy.

SAFETY AND RIGHT TO KNOW

The Town complies with federal and state Right-To-Know laws and shall make every effort to provide information to employees about any hazardous chemical to which they may be exposed. Right-To-Know information is posted near the areas in which employees may be exposed to chemicals or other potentially hazardous materials. Employees are required to read and be familiar with all posted materials.



TERMS OF EMPLOYMENT

PERSONNEL FILES

The Town maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. It is important that personnel records be kept up to date by employees and will be updated at performance reviews.

Employees should notify Human Resources when any of the following personal information changes:

Name	Education status
Address	Military status
Telephone number	Driver's license status
Marital status	Licensing, certification, and training, or
Emergency notification contacts	Other information which may impact the job requirements
Beneficiary Information	Direct Deposit/Bank Account Information

Personnel files are the property of the Town, and access to some of the information those files contain may be restricted in accordance with state and or federal law. Personnel records are subject to the Florida Public Records Law and contents must be provided as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes, except for information that is exempt and confidential pursuant to law.

Anyone who wishes to review a personnel file should contact the Human Resources Department. With reasonable advance notice, personnel files may be reviewed in the Town's offices and in the presence of an individual appointed by the Town to maintain the files. An employee may view personal (associated with that employee) personnel records at any time in their entirety.

No originals of any personnel records shall be kept at the Department level. All originals shall be maintained by the Human Resources Department.

HIRING OF NEW EMPLOYEES

The Town Manager and the Divisional Directors have final approval of hiring new employees. If a disagreement arises between the Town Manager and a Divisional Director, then the matter shall be brought to the Town Commission for a final decision.

However, the Town Commission shall have the sole authority to hire the Town Manager, Divisional Directors, and Department Heads. The Town Commission also has the sole authority to hire independent contractors.

HIRING OF FORMER EMPLOYEES

It shall be the policy of the Town of Pembroke Park that any individual who has been formerly employed by the Town may be considered for re-employment provided the individual left the Town in good standing. If the individual did not leave the Town in good standing, he/she must reasonably demonstrate improved work ability and attitude before re-employment is considered.



If the candidate for re-employment is hired, he/she may not continue to receive disbursements from the Town's retirement plan. The Town shall follow all applicable laws and regulations related to retirement benefits when rehiring a former employee.

Individuals interested in applying for re-employment with the Town should follow the appropriate application process for an open position. The application shall indicate that the individual is applying for re-employment. The Department Head shall examine the application to determine if any additional information is needed and make a recommendation of whether to rehire the applicant.

NEPOTISM/EMPLOYMENT OF RELATIVES

No elected official or Town employee with supervisory authority, shall employ, promote, advance or advocate the employment, promotion, or advancement of an individual who is a relative, to a position in the agency over which he or she exercises jurisdiction or control.

Relatives include: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. [Section 112.3135, F.S.].

PERSONAL RELATIONSHIP AMONGST EMPLOYEES

A "personal relationship" is defined as a relationship between employees who have or have had a continuing relationship of a romantic or intimate nature.

An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for or supervise the employee with whom he or she is involved.

The Town reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment, or terminated from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Human Resources department.

When a conflict or a potential for conflict affecting terms or conditions of employment arises because of the relationship, the individuals concerned will be given the opportunity to decide who is to be transferred to another position, or terminated, if no position is available. If no decision is made within 30 calendar days of the offer to resolve the situation, the Town will determine who is to be transferred or, if necessary, terminated from employment.



EMPLOYMENT STATUS

PROBATIONARY EMPLOYEE

New employees who receive a position within the Town shall have a one (1) year probationary period. If an employee is promoted to a new position, the employee shall have a probationary period of one (1) year. This gives an employee the opportunity to demonstrate their skill and ability in performing the requirements of the new position. The Town may extend the job probationary period, not to exceed six (6) months, to allow an employee more time to learn the new job requirements and fully master their position or learn the processes of the Town.

All new hires will receive a performance evaluation report after three (3) months of employment. All employees will receive a performance evaluation report from their supervisor every six (6) months in June and December. A performance evaluation report may be issued for employees placed on a performance improvement plan.

A department head may terminate a probationary employee anytime during the probationary period if, in the department head's opinion, the employee is unable or unwilling to perform the duties of the position satisfactorily or that work habits and dependability do not merit continuance in the position. The employee so terminated shall be notified in writing of the termination.

Probationary employees do not have any proprietary rights to their position and may be terminated from the Town at any time during their probationary period without the right of appeal.

The Town may, however, return a promoted employee to their previous position if the requirements of the new job are not being met, provided the prior position is vacant.

Employees who are hired and serve at the pleasure of the Town Commission do not serve a probationary period of employment but will be subject to evaluation every six (6) months. These employees may be terminated at any time with or without cause, in the Town Commission's sole discretion.

FULL-TIME EMPLOYEES

Full-time employees are regularly scheduled to work thirty (30) hours per week and are eligible for the Town's employee benefits program, as outlined in later sections.

PART-TIME EMPLOYEES

Part-time employees are regularly scheduled to work less than thirty (30) hours per week on a year-round basis. Part-time employees are not eligible for the Town's insurance benefits but may be covered by certain statutory protections such as Family Medical Leave and worker's compensation.

SEASONAL OR TEMPORARY EMPLOYEES

Temporary employees may be scheduled to work on a full- or part-time basis, as dictated by operational needs, for specific, limited time periods. Seasonal or temporary employees are not eligible for employee benefits.



EXEMPT OR NON-EXEMPT

Based on job content, job duties, salary status and other criteria set by the Fair Labor Standards Act, each position within the Town is classified as either “exempt” or “non-exempt”.

CHANGES IN EMPLOYMENT STATUS

TRANSFERS

A transfer is an assignment to a position with comparable duties, responsibilities, authority, and compensation.

PROMOTIONS:

A promotion is a change in work assignment that results in an expanded scope of job duties and responsibilities. An employee can be promoted to fill an existing, vacant classification; or an employee’s position can be reclassified if duties and responsibilities have been expanded over time. Promotions may result in an increase in pay.

DEMOTIONS:

A demotion is a change in work assignment that results in a reduced scope of job duties and responsibilities. An employee can be demoted to fill an existing, vacant classification; or an employee’s position can be reclassified if duties and responsibilities have been reduced over time. Demotions may result in a decrease in pay.

TEMPORARY RE-ASSIGNMENTS:

In order to be considered a temporary re-assignment, the re-assignment must last at least two full pay periods. The Town Manager may choose to temporarily fill a vacancy during the selection process. Temporary assignments are not generally made unless it is anticipated that it shall take more than 30 days to fill the position.

WORK HOURS

To ensure employee availability and accountability to the public the Town serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during the **normal** workdays Monday through Friday and the hours of 8:00 am to 5p.m, except on recognized holidays or away from the work site for an approved work-related activity or on approved leave. However, the work period is 7 days – Monday through Sunday, for the purposes of calculating overtime.

Employee work schedules shall be established by supervisors with the approval of the Town Manager.

TIME CLOCKS

All employees (Exempt and Non-Exempt) are required to follow established guidelines to accurately record hours of work by using the designated time-clock system for recording actual hours worked. A missed clock in/out is a violation of this policy and includes:

1. Failure to clock in/out on the Town’s designated time clock at the beginning and/or end of their assigned shift consistent with established procedures.



2. Failure to clock in/out on their designated time clock for the meal break.
3. Failure to accurately and timely report time worked; or
4. Clocking in/out early, late or not at all when working an assigned shift.
5. Employees are not permitted to clock in more than seven (7) minutes prior to the start of their shift.
6. Salaried and hourly or exempt and non-exempt will clock in and out 4 times daily (beginning of shift, beginning of lunch break, end of lunch break and end of shift)

UNEXCUSED ABSENCES

Employees are expected to report for work and be at their workstations at the scheduled time. If an employee expects to be absent from or late to work, he/she must inform his/her supervisor as soon as possible and under no circumstances later than the first hour of the scheduled workday. Unexcused and excessive absences and failure to notify the appropriate supervisor in case of absence may result in disciplinary action up to and including termination. Failure to report for work or failure to call-in to report expected absence after three (3) consecutive days) is considered will be considered as job abandonment.

TARDINESS

A “tardiness” occurs when an employee does not report to work at the scheduled start time or does not report back from lunch or work breaks on time. An employee is expected to be at work and ready to begin work at the start of the scheduled workday. An employee who is or expects to be tardy and has not made prior arrangements with his/her supervisor must report the tardiness to his/her supervisor within the first hour of the scheduled start time. Excessive unexcused tardiness may result in progressive discipline.

ON CALL, STAND BY STATUS & CALL IN/CALL BACK

The Town has extensive responsibilities during an emergency. As such, any employee may be called in to work at unscheduled times and may be required to perform duties outside his/her normal job function. As with mandatory overtime, employees are expected to be available and as flexible as possible to meet operational demands.

Hourly employees who are called back to work after having completed a normal workday or are called into work on their day off shall be paid for three (3) hours or the actual time worked, whichever is greater. These additional hours shall be paid at time and a half of the employee’s straight hourly rate.

The Town reserves the right to require employees to be in a “stand-by” status, meaning that the employee needs to be available to report to work during an off-duty. Stand-by status may be instructed verbally or in writing by the department supervisor, or the employee may be named on the official call-back roster. Off-duty time may include nights, weekends, or holidays.

Call Back time shall be paid, or compensatory time accrued as straight time, and not added to the employee's total hours for the week to constitute overtime.

Compensatory time shall be paid at the employee's current rate of pay on the day earned. Exempt



employees are not entitled to overtime therefore, excluding them from this policy.

MEAL BREAKS AND REST PERIODS

Department heads or supervisors are responsible for scheduling lunch or rest periods that do not interfere with work requirements.

Employees are expected to use the rest and lunch breaks provided as intended and shall not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

Rest period - a fifteen (15) minute rest period may be allowed during each half of a full-time employee's shift. Such rest periods are to begin and end at the employee's assigned work area. Department heads are responsible for scheduling rest periods that do not interfere with work requirements.

Lunch Period - An unpaid sixty (60) minute lunch period is provided when an employee works eight (8) or more consecutive hours. The lunch period shall begin and end at the employee's assigned work area and the employee shall "clock out" for the duration of the lunch period.

Non-exempt employees shall not be allowed to work during their lunch break.

BREAKS FOR NURSING MOTHERS

The Town supports breastfeeding mothers by providing reasonable break time for an employee to breast feed her nursing child for up to one (1) year after the child's birth.

For both non-exempt and exempt employees, this break time is paid, and employees are not required to punch out. Both exempt and non-exempt employees must schedule any break time to express breast milk with their supervisor.

Upon notice, the employee's Department Head, or the Human Resources Department will provide the employee with a private area for the purpose of expressing breast milk.

WORK CANCELLATION/ADVERSE WEATHER CONDITIONS

If the Town is forced to temporarily close its operations for one day or less, the Town Manager will determine compensation for non-essential staff on a case by case basis. The Town manager, will also, determine appropriate compensation or time-off for exempt essential workers on a case by case basis. All non-exempt essential staff are subject to the FLSA overtime standards. Employees are expected to remain available to return to work throughout the regular workday. Closures of more than one day shall be addressed on a case-by-case basis, with the Town Manager providing timely directive.

During adverse weather conditions, the Town Commission or Town Manager will determine when Town facilities are closed. The Town Manager will determine when essential staff are required to remain on site before, during and/or after a storm. Employees shall be allowed to use accrued vacation time or compensatory time, or with supervisor approval, may modify the work schedule or make other reasonable schedule adjustments.

Decisions to cancel departmental programs (special events, recreation programs, etc.) shall be



made by the Town Manager.

TOWN-SPONSORED EVENTS

From time to time, employees may be asked to attend events that are sponsored by the Town. Employees are expected to honor these requests unless there is a conflict due to religious reasons or documented medical issues.

EMERGENCY MANAGEMENT

The Town Manager is responsible for implementation of this policy during an emergency. The Town of Pembroke Park will make a reasonable effort to release employees from work prior to, during, and after emergency conditions to take care of personal situations such as family and property needs.

During a disaster or declared emergency, Town operations may be suspended, altered, or changed requiring an employee to be reassigned according to their emergency classification and the needs of the Town based upon the size, scope, and magnitude of the emergency. All employees are considered essential to this operation and must be prepared to support the community as assigned. In all cases, the goal of this directive is to ensure continuation and restoration of Town services, maintain safety and fulfill the Town's responsibilities to its citizens. Employees will be compensated in accordance with these guidelines, established pay policies, collective bargaining agreements, and regulations.

RESPONSIBILITY

When the Town Commission declares a state of emergency and/or the normal operations of the Town of Pembroke Park or a facility, whether in part or whole, wherein Town operation(s) is closed for regular business due to emergency circumstances including but not limited to natural hazards such as fire(s), hurricane(s), tornadoes, flood(s), and/or man-made disasters such as bombs, hazardous material incidents, mass casualty incidents, the following guidelines will apply to all Town of Pembroke Park Departments and Employees.

PROCEDURES

1. Upon declaration of a local emergency, the Town Manager will notify Department Heads of the emergency declaration and Department Heads will see that their respective employees are notified as to the extent and scope of the declared emergency.
2. Despite suspension of government operations, employees may be required to be available to work either before, during, or immediately after an emergency occurs. Employees may be required to work flexible hours as required by the Town. Employees shall not assume they are not required to work based solely on any media or news reports regarding Town closings.
3. During an emergency or disaster event, employees may be assigned to perform their normal duties or they may be temporarily assigned to work at different job sites specific to an emergency event (i.e., working inside the Emergency Operations Center (EOC), Department Operating Centers (DOCs), a staging area or point of distribution, etc.). Efforts



shall be made to assign employees to duties according to their respective knowledge, skills, abilities, and physical capabilities.

4. All Department Heads are responsible for training their employees and implementing their respective Departmental Disaster Preparedness Plans. Department Heads shall establish an emergency schedule and identify those positions required to work during the pre-emergency, emergency, and post-emergency phases. Additionally, each Department Head shall designate an alternate manager as a contact person should an emergency or disaster occur.
5. Employees will be notified of duty assignments either prior to an event, if practical, or when contact is made with the Department Head or designee. Those who do not have an assignment shall be placed on a standby list and are to report to a designated location identified by the Department Head or designee.

TOWN OF PEMBROKE PARK ALERTS EMERGENCY REGISTRATION SYSTEM

Addressing the needs of Town of Pembroke Park citizens must continue during an impending or declared local state of emergency and subsequent recovery period. To accomplish this, Town employees shall complete electronic alert(s) system registration within 30 days of employment. Every employee shall update electronic alert(s) system anytime pertinent information changes.

EMPLOYEE RESPONSIBILITIES

- Have a Plan: Employees should have an emergency preparedness plan to ensure their family is safe during an emergency. Employees should have at least 72 hours of supplies for each family member.
- Service Priority: Town operations to provide emergency services may supersede normal operations resulting in altering or suspending processing timeframes for personnel actions until the disaster recovery period has ended.
- Alternate Work Assignments: During the pre-disaster and disaster recovery periods, employees may perform duties other than the essential functions of their position. Depending on the needs of the Town, employees may work at different locations rather than their normal duty assignments.
- Pre-Assigned Employees: Many employees are assigned duties assisting with official Town disaster response/recovery efforts. These employees will report to their designated worksite when requested/directed to do so. Employees are to always keep their Town ID badge with them to aid law enforcement officials during curfews and re-entry.
- Contact with the Town: Regardless of an employee's disaster assignment, all employees must apprise themselves of the Town's and their department's operational status, maintain daily contact with their manager or other designated department representative, and provide the Town with up-to-date contact information for any temporary changes in address.
- Accurately report all hours worked and submit required timesheet and relevant forms in a timely manner to their manager for approval. Falsification of these records shall subject an employee to disciplinary actions, up to and including termination.



- All employees are required to report to work when regular Town/Department business and operations resume.

MANAGEMENT RESPONSIBILITIES

- Department Heads and Supervisors must confirm the safety and well-being of all Town of Pembroke Park Team members.
- Department Heads and managers shall ensure all employees are enrolled in the electronic alerts system and shall ensure accuracy of electronic alerts data on an annual basis.
- Approve all hours worked and verify information reported by the employee on required forms is accurate.
- Department Heads or designees must ensure that essential employees on duty receive sufficient sleep to avoid endangering their safety or the safety of others due to fatigue.

EMPLOYEE DISASTER WORK CLASSIFICATION TIERS

EMERGENCY RESPONSE & RECOVERY EMPLOYEE (ERR - TIER 1):

Emergency Response & Recovery Employees are those employees with job classifications directly related to tactical response and recovery efforts within the community. Generally, this may include, but is not limited to Law Enforcement, Public Safety, Code Enforcement/Building, and Public Works.

Work assignments during disasters and work classification tiers assigned to an employee is determined by Town Manager and Department Heads. These employees will be required to assist in the Town's disaster response and recovery efforts, which includes assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

EMERGENCY OPERATIONS CENTER SUPPORT EMPLOYEE (EOC - TIER 2)

Emergency Operations Center (EOC) Support Employees are those specifically assigned through the Town Manager and Pembroke Park Office of Emergency Management and other authorized agencies to perform in one or more support functions outside their regular work duties.



Employees assigned to a leadership/support position within EOC or to specific roles as delineated within the Town's Comprehensive Emergency Management Plan (CEMP), Emergency Operations Plan, and Recovery Plan. These employees will be required to assist in the Town's disaster response efforts which may include assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

EOC Support employees must maintain contact accessibility with their supervisors and may be reassigned to an alternative operational supervisor for the duration of the disaster or emergency. EOC Support Employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

DEPARTMENT EMERGENCY ESSENTIAL (DEE-TIER 3)

Employees designated as Department Emergency Essential may be required to perform regular work functions during the pre-disaster, disaster, and post-disaster phases of an imminent or declared emergency. These employees may or may not be required to shelter during the storm. Examples of employees that would be assigned sheltering roles would include department personnel assigned to Department Operating Centers (DOCs) to coordinate department response and recovery efforts.

Employees in this tier may also be assigned to complete essential functions as designated in the department's Continuity of Operations Plan (COOP).

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

ESSENTIAL READY RESERVE (RR-TIER 4)

Employees classified as Essential Non-Emergency may be directed not to report to their regular job assignment during the pre-disaster, disaster, and post-disaster phases of a locally declared state of emergency or disaster. They may work other assignments and activities as situations necessitate. Reassignment may include, but is not limited to support of the following:

- Town Staging Area(s)
- Point of Distribution Sites (POD' s)



- Food or Services Distribution Sites
- Sandbag Filling Stations
- Disaster Recovery Centers
- Emergency Operation Center

EMERGENCY MANAGEMENT COMPENSATION

Once an emergency has been declared in the Town of Pembroke Park and the Town Administrative Offices are closed, the following pay procedure shall be utilized:

1. All regular full-time, hourly or salaried employees, whose regular work schedule occurs during the Declared Emergency, who are instructed to not report to work or who are released from work will be paid their regular wages for all hours not worked during their regular work schedule.
2. All regular full-time hourly employees who work their regularly scheduled work period during a declared emergency and Town Administrative Offices are closed shall be paid their regular hourly wages at time and a half for any hour(s) worked during this period. Emergency on-call hourly personnel who report to work during an emergency situation (example: hurricane when Town Hall is closed, and non-essential employees are not required to work but are paid) will also be paid time and a half for all hours worked. This does not apply to emergency Public Works response to a water break, sewer leaks, or other work-related emergencies during the remainder of the year.
3. Unrepresented employees covered under this provision who physically work more than 40 hours in the workweek will be compensated at the rate of one and one-half times their normal hourly rate, in accordance with the Fair Labor Standards Act. Paid Administrative Leave hours shall not count as hours worked for the purpose of computing overtime.
4. Represented employees will be compensated in accordance with their respective collective bargaining agreement.
5. All regular full-time salaried employees shall be paid their regular salary for any hour(s) worked during the Declared Emergency. Additionally, such employees will be credited with one (1) hour of Administrative Leave time for each hour worked within their regularly scheduled work period up to a maximum of eight hours (8) hours during each twenty-four (24) hour period of the Declared Emergency. The maximum Administrative Leave time an employee will be eligible to receive per day will be determined by their regularly scheduled workday and shall not exceed forty (40) hours in a work week. Additionally, the twenty-four (24) hour period shall be defined as a day beginning at 12:00 midnight and ending on the next 24 hours at 11:59 p.m. This Administrative Leave credit shall not be provided to Senior Level Management positions (Department Heads, Division Managers, Assistant Directors, etc.).
6. Once administrative offices are reopened and other employees are called back to work, the Town Manager shall evaluate whether and how Administrative Leave time will be



provided/credited to Senior Level Management employees that worked during the declared emergency. This will be evaluated on a case by case basis and shall take into consideration the number of hours worked by the employee during the declared emergency and the number of hours paid as Administrative Leave to other employees that did not work during the Preparation and Response phases of the emergency.

7. All regular full time hourly or salaried employees who are on prior approved leave and are not required to return to work shall be paid in accordance with the applicable leave policy.
8. All regular full or part time, hourly or salaried employees considered essential by their supervisor and required to report to work who call in sick, or take unscheduled leave during the period for which they were required to report to work, will be charged leave time, and may be required to submit a written certification from a health care provider substantiating the reason for absence.
9. All part-time/temporary/seasonal employees who do not report to work for any reason during a Declared Emergency will not receive any compensation for this time period. This includes not reporting to work when Town operations are officially closed.
10. All temporary/seasonal or regularly scheduled part-time employees who work during a Declared Emergency will receive their regular rate of pay for any hours worked during this time period.
11. No employee is eligible for call back pay during a Declared Emergency.
12. Members of collective bargaining units will receive wages and benefits in accordance with their respective collective bargaining agreement.
13. All other terms and conditions of employment as determined by a pertinent Collective Bargaining Agreement or Town Pay Policy shall remain in effect prior to, during and after the Declared Emergency.
14. The Town Manager reserves the right to consider unique pay situations as they arise throughout a Declared Emergency. In situations deemed appropriate by the Town Manager, adjustments to this Policy may be made.

DOCUMENTATION

Employees are required to document and report to management all hours worked during an emergency utilizing the time sheets designated for emergencies, as provided by the Finance Department.

Time should be recorded identifying hours worked with appropriate emergency coding as provided by the Finance Department.

It is each Department's responsibility to verify all hours worked. Since departments are responsible for all wages paid to Town employees during a disaster/disaster recovery period, departments shall carefully review hours submitted, including those for alternate work assignments. All hours



reported shall be verified by the employee's supervisor and approved through the timecard approval process. A copy of the Disaster Daily Log, supporting disaster hours worked, must be forwarded to the Finance Department who is responsible for coordinating payment of all emergency-related hours worked.

All Departments must maintain accurate timekeeping records during disaster/disaster recovery periods for submittal to the Finance Department.

EVENTUALITIES NOT COVERED

Exceptions may be made for unique situations as they arise throughout a declared emergency, and eventualities not covered by these guidelines shall be decided on a case-by-case basis by the Town Manager or designee.

CLASSIFICATION AND COMPENSATION

Compensation and Benefit levels are tempered by the Town's ability to pay, overall financial condition, and general fiscal responsibility to the taxpayers, as well as an individual's performance on the job. The value of a position is established in the Town's Classification Plan.

CLASSIFICATION PLAN

The position classification structure is based upon a systematic internal job evaluation and an analysis of the external labor market, which shall occur at a minimum every five years.

A comprehensive job analysis is used to establish written job descriptions for all positions which serve as the basis for all internal and external evaluations and comparisons.

Each job description includes a title, a general statement of duties and responsibilities, a determination on whether or not the position is exempt from overtime pay, a listing of essential job functions, a statement of required knowledge, skills, and abilities, and the physical demands of the position. These factors are used to determine classification and pay range for each position.

Job descriptions shall be reviewed annually to ensure they are up to date.

Pay Ranges shall be adjusted annually depending upon resources to reflect cost of living adjustments to the system and approved by the Town Commission.

Individual employee compensation, or placement in and progression through the respective pay range, is based upon time-on-the-job, performance, qualifications, experience, education level, and other job-related factors established by a comparative ratio to ensure pay based on objective standards.

Newly hired employees shall be paid within the pay range. Any salary proposition outside of the established compensation plan must be approved by the Town Commission.

WAGES

Merit Increases

Merit increases are evaluated during the annual budget preparation process and implemented effective the start of the new fiscal year. Merit increases must be budgeted and fall within the



approved compensation plan. Merit increases may be issued outside of the annual process on a case by case basis if approved by the Town Manager and/or Town Commission depending on the reporting structure.

Merit increases shall be based on an annual performance evaluation process based on clearly established standards applied equally and consistently across all positions.

Merit increases may only be given when sufficiently documented through an annual performance evaluation reflecting performance above and beyond the duties required of the assigned position.

Merit increases and Cost of Living adjustments shall only be given on an annual basis to avoid compression of the competitively established classification and compensation plan. The maximum salary increases for Merit based increase and Cost of Living adjustment is a combined 5%. Any salary increase based on Merit or performance exceeding 5% requires Town Commission approval.

Performance Evaluations

Semi-annually, employees shall be provided with a formal evaluation of their performance by their supervisors, which may be reviewed by the Town Manager and Town Commission, or its designee. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths, and to define training or improvement programs for areas requiring development. Completion of the performance evaluation form and discussion of noted ratings shall facilitate communication and an understanding of expectations while providing a history of employee progress and development.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. Employees shall have an opportunity to meet with and discuss the results of their evaluation with their supervisor and submit additional comment or points of disagreement to be included within their personnel file. Employees who receive poor performance ratings may be placed on a performance improvement plan and/or receive progressive discipline.

Cost of Living Increase

An annual cost of living raise may be applied to the minimum and maximum ranges of the pay plan and to every individual's salary if approved by the Town Commission during the annual budget process. The maximum combined salary increase for Merit and Cost of Living adjustment is 5% annually. Any salary increases exceeding 5% for Merit or performance requires Town Commission approval.

Overtime - Exempt Employees

Exempt employees, as defined by the Fair Labor Standards Act (FLSA) are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

Time off consideration for large amounts of additional hours may be provided with the Town Manager's prior approval and at the sole discretion of the Town Manager.

Overtime - Non-Exempt Employees



Non-Exempt employees, as defined by the Fair Labor Standards Act (FLSA), are subject to the overtime provisions of the Act. Depending on work needs not personal needs, Non-Exempt employees may be required to work overtime and are expected to work overtime upon request.

Non-exempt employees shall be compensated for overtime work at the rate of time and one-half (1.5) for all hours worked over forty (40) hours in a 7-day work week. For purposes of overtime calculation, time off (not working) with or without pay shall not be calculated as hours worked.

Compensation may be in the form of wages or compensatory time off. If compensatory time in lieu of wages is used, the compensatory time off must be taken within three months immediately following the accrual of compensatory time. If not used within that time period, the employee shall be paid for the unused compensatory time consistent with FLSA.

The Town reserves the right to substitute cash payments for accumulated compensatory time at its discretion. Similarly, employees may request that accrued compensatory time off be converted to monetary payment, which shall be made in the next applicable payroll.

Overtime including compensatory time may not be authorized by the Department Head and the Town Manager unless funds are provided for and adopted in the annual Town budget.

For non-exempt employees, overtime shall be scheduled in a manner most advantageous to the Town and consistent with the operational needs of the Town.

In some cases, at the Town's option, hours may be adjusted within a 40-hour work week to avoid overtime. Any adjustments and or overtime hours worked must be approved in advance by the employee's supervisor and must be based on work needs not personal needs.

Non-Exempt employees working overtime without prior approval shall be subject to disciplinary action.

Change in Status Pay

Promotion Pay shall be the minimum of the new pay grade or up to a 10% increase.

Temporary Reassignment to a higher pay grade and additional responsibility shall be the minimum of the new pay grade or current pay up to a 10% increase, whichever is greater. Upon return to the former position, the pay shall return to the original pay amount. Any employee serving in an acting capacity in a higher position requires a formal Personnel Action form approved by the Town Manager. Vacant positions do not automatically designate a subordinate employee to an acting capacity.

Demotion Pay shall be calculated based on a comparative ratio formula (i.e. if employee is 50% of the way through current pay grade, the demoted salary shall be at the 50% level of the new pay grade.)

PAY PERIODS AND DIRECT DEPOSIT

Pay periods for Town of Pembroke Park employees cover two weeks, beginning at 12:00 a.m. every other Monday. The pay period covers two seven-day work periods of 40 hours for regular employees. Paydays are every other Friday. When a payday falls on a holiday, employees shall be paid the day prior to the holiday.

All payroll payments are by direct deposit only.



TRAVEL REIMBURSEMENT AND ADVANCES

On occasion, employees may be required to travel on Town business or attend professional development and training functions as a part of the job. Employees must always be mindful that they are stewards of the public's trust and resources. Work-related travel must never be abused, treated as a "perk" or seen as opportunity to spend lavishly. The Town shall not cover expenses for spouses or other non-employees during Town travel, unless prior approval is received from the Town Manager. Travel on Town business, including professional development, must demonstrate respect for the public's trust and prudence with their resources.

Expenses related to professional conferences, seminars, technical meetings, trainings, or other professional development functions may be paid by the Town or reimbursed to the employee if the expense has been adopted in the budget. Requests for reimbursements that are not included in the budget require approval from the Town Manager.

Whenever possible, a Town vehicle should be used to travel for Town business and employees should carpool to limit travel expenses. Employees who are required to use their personal vehicle for work-related travel shall be reimbursed at the rate established by the IRS for up to 250 miles. Employees are to record the exact number of miles traveled, by most direct route, from the first place of business to the next. No reimbursement shall be made for travel between home and a normal place of business.

Employees shall be reimbursed for reasonable, actual meal expenses incurred in conjunction with a program or meeting that provides a primary benefit for, or serves the best interests of, the Town. Luxury meals, costs for alcohol, or excessive reimbursement claims shall not be reimbursed without approval of the Town Manager.

Employees shall be reimbursed for reasonable, actual lodging expenses when a full day's work must be performed a considerable distance from the Town, or under other appropriate circumstances with prior Town Manager approval. Luxury lodging or excessive claims shall not be reimbursed.

Employees should avoid using unnecessary convenience services such as valet parking, in-room movies, laundry and room service. Only under specific circumstances where a reasonable need for such services is clearly demonstrated shall such items be reimbursed.

Employees submitting reimbursement requests for travel expenses, or those requiring a travel advance, should use the appropriate form and must submit all receipts.

PROFESSIONAL & SERVICE MEMBERSHIPS

The Town encourages department heads to take part in the activities of professional and service organizations and may pay the cost of certain job-related memberships to professional organizations, job-related trainings, seminars, conferences and related events that enhance the employee's job knowledge and performance.

The Town may pay the cost to become licensed or certified in a job-related field and may pay the cost to remain so qualified. Employer-paid memberships, training, licensing and certifications are subject to budgetary approval and require advance approval.

Any employee within the Town whose position requires a professional certification must keep such



certification active and current. The employee must notify their supervisor in the event such certification is lost or lapses.

EDUCATIONAL ASSISTANCE AND TRAINING POLICY

Subject to sufficient funds in the budget and with prior approval of the Town Manager, employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to the employee's work. The Town Manager shall be the sole judge of whether a course or program is "directly related" to the employee's work.

Employees must obtain approval before enrolling in a course or program.

Employees may receive reimbursement for up to 100% percent of the tuition cost for training or college courses that they take on their own initiative depending on the Town budget and individual grades earned. The reimbursement must be repaid if the employee leaves employment within twenty-four months of receipt.

GRADING/REIMBURSEMENT SCALE

A (90-100)	100% reimbursement
B (80-89)	80% reimbursement
C (70-79)	60% reimbursement
D (69-60)	0% reimbursement
F (59 and below)	0% reimbursement

Courses that are deemed pass or fail will be subject to 100% reimbursement for passing grade and 0% reimbursement for failing grade.

CONFERENCE AND SEMINAR POLICY

Requests to attend a conference or seminar must be budgeted and approved by the Department Head and the Town Manager.

BENEFITS

The Town of Pembroke Park provides full time regular employees with a wide range of benefits. The type of benefits and level of benefits provided is subject to change. The Town reserves the right to change provider networks, claims agents, and insurance mechanisms. At a minimum, the Town provides Health Insurance Policy and a Retirement Policy for full time regular employees.

Detailed descriptions of current benefits are outlined in the annual summary of benefits plan.

Benefits provided to these employees may include but are not limited to Dental Insurance

Prior to an offer of employment with the Town, prospective employees shall be given a list of the various benefits offered to full-time regular employees. Questions regarding any of the listed benefits shall be referred to the Town Manager. Employees are eligible for the health insurance on the 1st of the month following thirty (30) days of employment.

CONTINUATION OF BENEFITS (COBRA)



The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and qualified beneficiaries the opportunity to continue, for a limited period, health insurance coverage under the Town's group health insurance plan when a "qualifying event" would normally result in the loss of coverage. Some common qualifying events are termination of employment (other than for gross misconduct), or death of an employee; a reduction in Your hours; a divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee pays the full cost of coverage at the Town's group rates plus an administration fee.

SHORT TERM DISABILITY BENEFIT

The Town provides group short-term disability insurance to full-time employees allowing them to receive paid leave if they are, medically, unable to return to work for a short time. For more information regarding the plan and plan details, contact Human Resources.

UNEMPLOYMENT COMPENSATION

The Town participates in the State of Florida unemployment insurance program according to statutory guidelines. Terminated employees are advised to refer questions of benefit eligibility to the appropriate State office.

WORKERS COMPENSATION POLICY:

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income, and other compensation under the Florida Workers Compensation Act. Worker's Compensation Employees are responsible for immediately reporting any work-related injury, no matter how slight, to their supervisor. Supervisors must immediately report the incident to Human Resources for proper processing of the Workers Compensation claim.

SOCIAL SECURITY

Employees are covered by Social Security, a federally administered plan for supplemental old age retirements and survivor's insurance. Questions concerning Social Security benefits and coverage should be directed to any Social Security office.

PAID AND UNPAID LEAVE

HOLIDAYS

All regular hourly employees working a minimum of thirty (30) hours per work week and all salaried employees shall be granted leave with pay on the following holidays unless otherwise provided for in a collective bargaining agreement.

Sec. 19-26.

New Year's Day

President's Day

Memorial Day

Independence Day



Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day
One (1) Personal Day

All officers and employees not required by their department heads to work on such days shall be excused from work but shall be compensated for the day as if the officer or employee had

performed his normal work schedule.

In order to qualify for holiday pay, the officer or employee must be present on his or her scheduled working days before and after the applicable holiday.

Officers or employees with an unexcused absence or unpaid leave time before or after a holiday shall not be eligible for holiday pay.

If an officer or employee is on authorized paid leave when a holiday occurs, that holiday shall not be charged against such officer's or employee's leave.

VACATION/ANNUAL LEAVE

Accrual Rate

Number of Months of Continuous Employment	Number of Hours Per Year
0 to 48	80.00
48 to 120	120.00
120 or more	160.00

No officer or employee shall be entitled to utilize accrued vacation time until such officer or employee shall have completed six (6) months service with the Town.

No vacation time shall be granted in advance of accrual thereof.

All vacation schedules shall be determined by the department heads giving recognition to the seniority of officers or employees in the determination of when vacation time shall be granted.

An officer or employee may use accrued vacation time for sick leave provided such officer or employee has used all existing accrued sick leave time.

An officer or employee may divide his or her vacation time as is desired with the prior approval of such officer's or employee's supervisor. Employees will use whole hours or full days for any PTO request. Employees will not request any partial hours (0.25, 0.50 & 0.75).

Annual leave shall be requested in advance using the appropriate form and submitted to the department head who shall have the right to determine if the work schedule permits the absence of the employee during the requested period. Vacation leave may be denied when department operations are hindered due to staff scheduling, workload assignments or a legitimate emergency exists.



Upon reasonable notice to the employee a department head may require an employee to use annual leave.

Accumulation of Annual Leave Credits

Earned leave not used during the calendar year in which it is eligible to be taken may be carried over or accumulated to the following calendar year. Employees with accrued vacation leave in excess of eighty (80) hours and who have utilized at least eight (80) hours of leave time during the fiscal year, may be allowed to make an election during one month of the year (to be determined by the Town Manager or designee) to sell the excess vacation leave time back to the Town, subject to available funds, at the discretion of the Town Manager or designee. An employee may request the Town Manager or designee to provide an extension of those hours above the amount set forth herein for a period not to exceed twelve months. All time sold will be deduction from the vacation time accumulation.

Upon the effective date of termination of employment with the Town an employee shall be entitled to a lump sum payment for earned and unused annual leave not to exceed 400 hours. The effective date of termination shall be the last day worked.

SICK LEAVE

Accrual Rate

All full-time employees of the Town shall accrue sick leave time at the equivalent rate of one day (8 hours) for each full month of continuous service. Full month means a full calendar month starting on the first day of the month.

Rules

Sick leave is intended to be used for personal illness, injury or quarantine due to exposure to contagious disease for the employee. Sick leave may also be used for medical or health treatment which cannot be arranged outside of working hours. Sick leave may be used for illness or death in the immediate family. Immediate family is defined as the spouse, grandparents, brothers, sisters, children, and grandchildren of both the employee and the spouse. Sick leave may also be used for reasons of pregnancy and maternity.

Conversion to Special Vacation Time

Employees shall be entitled to convert one-fourth (1/4) of each year's accrued, but unused, sick leave time to special vacation time. Such special vacation must be used during the calendar year following the one in which it was accrued. Conversion must be requested within the first two (2) weeks of a calendar year or it shall be disallowed. Thereafter, it shall be disallowed (if the conversion privileges of this paragraph have been exercised) and the credits shall revert to the employee's sick leave balance.

Payment for Accumulated Sick Leave



Every employee or beneficiary in the event of death, upon termination for whatever reason shall be entitled to receive payment for accrued sick leave. Such payment is limited to a maximum of five hundred dollars (\$500.00).

Use and Restrictions

Any officer or employee who shall utilize three (3) or more days of sick leave on a continuous basis shall submit to his department head a doctor's certificate as to the illness or injury for which sick leave was utilized.

The Town shall have the right to require a doctor's certificate for any officer or employee reporting in as sick, as well as the right to visit the place of confinement of the sick or ill officer or employee.

If an officer or employee repeatedly utilizes sick leave, the Town shall have the right at the Town's expense to require such officer or employee to submit to a physical examination by a doctor selected by the Town to determine if such officer or employee is physically fit for continued employment by the Town.

Employees are required to notify their immediate supervisor on the first day of sick leave not later than thirty (30) minutes before the shift of which they are employed is scheduled to report for duty. This shall be followed for each day the employee is unable to work unless prior approval is given by the department head. Failure to comply may result in the absence being charged as leave without pay.

In the event an employee repeatedly uses sick leave or is on leave for an extended duration, the Town shall have the right at Town expense to require the employee to submit to a physical examination by a physician designated by the Town to determine if the employee is physically fit for continued employment.

Job Injury Workers Compensation and Use of Sick Leave

Employees who are eligible to receive workers' compensation (including temporary employees) are entitled to work-related injury leave with full pay for up to five scheduled workdays (40 hours or normal number of hours scheduled in a week). This leave, for illness or injury arising out of and in the course of employment, is not charged to vacation leave or sick leave.

Absence from work of five days or more due to a work-related injury shall reduce the 12 weeks of eligibility for family/medical leave.

Employees receiving workers' compensation for job-related injuries or disease may use sick and/or vacation leave to supplement the payment up to, but not to exceed, their regular rate of pay.

After all sick and vacation leave has been exhausted, employees are not entitled to leave or pay benefits other than workers' compensation. Employees may be put into a leave without pay status during this time without adjustment in the service date.

For a regular employee disabled with a work-related injury, a position shall be held open if the department can function with the vacant position. At some point (not later than one year after the date of injury) the employee, if unable to return to work, shall be separated from Town employment. If during the one-year period following the injury the separated employee is released by the attending physician for any kind of work duty, the employee shall be entitled to benefits



under the reduction-in-force policy.

JURY DUTY

An employee required to render jury service shall be entitled to be absent from work during that service and shall be paid the difference between any payment received for jury duty and the employee's regular salary.

BEREAVEMENT/FUNERAL LEAVE

Leave may be granted by an employee's immediate supervisor without loss of pay for death in the immediate family. Up to three days or twenty-four hours of pay shall be allowed an employee to attend a funeral within an immediate family. Immediate family shall include spouse, mother, father, children, brother, sister, grandparents, in-laws, stepchildren, grandchildren, aunt, uncle, or first cousin. Employees are required to submit proof of death within 2 weeks of the bereavement leave. Proof includes a death certificate or other documents confirming the date of the death or the date of the funeral/burial/viewing service. Photographs are **not** acceptable supporting documents.

FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 (FMLA), an employee may be eligible to request and receive an unpaid leave of absence as outlined below.

Eligibility

All regular full-time or part-time employees who have worked for the Town for at least twelve months and for at least 1,250 hours during the twelve months preceding the start of the leave shall be eligible for leave under this policy.

Conditions of Leave

Leave may be taken only for the following reasons:

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a twelve-month period for:

- the birth of a child and to care for the newborn child within one year of birth.
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
- to care for the employee's spouse, child, or parent who has a serious health condition.
- a serious health condition that makes the employee unable to perform the essential functions of the employee's job.
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or



- Twenty-six workweeks of leave during a single twelve-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

If medically necessary for a serious health condition of the employee or spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Town may require an employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence, provided the position has equivalent pay and benefits.

Any leave granted due solely to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the Town and must be completed within twelve months of the qualifying event.

Spouses who are both employed by the Town are entitled to a combined total of twelve weeks (rather than twelve weeks each) for the birth or adoption of a child.

Any accrued vacation/PTO/sick leave, as applicable, must be taken concurrently as part of the twelve weeks of leave requested.

In determining eligibility, the twelve-month period shall be calculated by using a rolling 12-month period measured backward from the first day of the new leave period the employee is requesting. Any requests for FMLA extensions may be granted at the sole discretion of the Town Manager.

Notification Requirements

When need for leave is foreseeable, such as the birth, adoption or placement of a child, or planned medical treatment, the employee must provide thirty days' notice to an immediate supervisor and must make efforts to schedule leave so as not to disrupt Town operations. If the need for leave is not foreseeable, notice must be given as soon as practicable, generally within one or two days of learning of the need for leave.

Request Procedures

All requests for family and medical leave should be made by contacting the Human Resource department. If possible, the request should be made thirty (30) days in advance of the effective date of the leave. The Human Resource department shall ask for the following information:

- The date FMLA leave shall begin.
- The probable/approximate duration of the leave; and
- The qualifying reason for the leave.

The employee shall be sent a packet indicating initial eligibility with instructions to complete the Certification of Physician or Practitioner form and return the form to the Human Resource department where final approval shall be determined.

If the employee takes leave without previously advising the Town of the medical or family reasons for leave and desires that leave be counted as FMLA leave, the employee must notify an immediate supervisor within two business days of returning to work that the leave was for an FMLA reason.

Status of Employee Benefits During Leave



Employee health insurance benefits shall be maintained as if the employee were actively working, but at the employee's expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Basic life insurance benefits shall continue at no additional cost to the employee. Optional life insurance and personal accident insurance (if applicable) may be continued at the employee's expense.

Benefit accruals, such as vacation, sick leave, or holiday benefits, shall be suspended during the unpaid leave and shall resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the Town with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee shall be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the Town shall assume that the employee has resigned.

MILITARY LEAVE

A military leave of absence shall be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees shall be paid full pay for the first thirty days of military leave in accordance with Chapter 115, Florida Statutes. After the first thirty days of military service and upon presentation of satisfactory military pay verification data, employees shall be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

Employees are entitled to up to 240 hours (annually) paid administrative leave for reserve or guard training in accordance with Section 115.07, Florida Statutes.

Continuation of health insurance benefits is available as required by Florida law and USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Leave benefits shall continue to accrue during a military leave of absence.

Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

An employee returning from military leave shall be placed in a position otherwise attained had employment continued or a comparable position depending on the length of military service in



accordance with USERRA. The employee shall be treated as though employment were continuous for purposes of determining benefits based on length of service.

Contact the Human Resource department for more information or questions about military leave.

DOMESTIC AND SEXUAL VIOLENCE LEAVE OF ABSENCE

The Town of Pembroke Park provides leave from work to employees who require time off to deal with the issue or effects of domestic or repeat violence or sexual violence, and to conform to the Miami-Dade County Domestic Leave and Reporting Ordinance and Florida Statutes § 741.313.

To be eligible for sexual violence leave, an employee must have been employed by the Town for three (3) or more months.

Eligible employees who are victims of domestic violence are entitled to a total of thirty (30) workdays of unpaid domestic violence leave during any twelve (12) month period for one or more of the following:

1. Obtain or receive medical and/or dental assistance for a medical and/or dental problem resulting from domestic or repeat violence, including obtaining such services for the employee's family or household member.
2. To obtain and receive legal assistance or attend court appearances relating to domestic or repeat violence including but not limited to criminal prosecution, injunction for protection, protective order, divorce, custody of children, and child support.
3. To attend counseling or support services, including counseling or support services for dependent children.
4. To make an employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator.
5. To make another arrangement necessary to provide for the safety and well-being of an employee subject to domestic or repeat violence.

Employees who are victims of sexual violence are entitled to a total of three (3) days of sexual violence leave for the purposes outlined above.

An employee seeking domestic or sexual violence leave must provide the Town with written notice of his or her request for leave as far in advance of the desired leave as possible. The request should be submitted to the Human Resource Department. If the need for leave is not foreseeable, the employee must provide notice (verbal or written) as soon as is practicable under the facts and circumstances of the case and in accordance with his or her department's procedures for unforeseeable absences.

The Town requires that the employee use his or her accrued paid leave time (sick time and vacation or PTO) during their leave. After the employee exhausts his or her paid leave time, the remainder of the employee's leave will be unpaid except for any temporary disability benefits under the Florida Workers' Compensation Law or short-term disability benefits. All leaves of absence in excess of ten (10) business days or two (2) weeks must be approved by the Town Manager.



Except in case of imminent danger, an employee must submit a personnel action form (PAF) to his/her immediate supervisor or the Human Resources Director for approval along with sufficient documentation of the act of domestic or sexual violence.

An employee may take domestic or sexual violence leave intermittently or on a reduced leave schedule and the Town will account for the leave in ¼ hour (15-minute) increments. However, if an employee requests an intermittent leave or reduced leave that is foreseeable based on a planned schedule, the Town may require that such employee transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits, and better accommodates recurring periods of leave.

Domestic or sexual violence leave may be taken in addition to family leave under the Town's Family and Medical Leave Act policy (*See Policy No. 7.1*) provided that the employee qualifies for FMLA leave.

A request for domestic violence or sexual violence leave must be supported by certification issued by an authorized person such as a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center or domestic violence shelter. The certification will be sufficient if it indicates that the employee is being subjected to domestic or repeat violence, or sexual violence, and needs time off to attend to one of the matters.

To the extent possible, information regarding the employee's request for leave under this policy will be kept confidential.

If the employee took leave to obtain or receive medical and/or dental assistance for him/herself, the employee must provide a fitness for duty certification from the employee's health care provider in order to return to work. The Town will specify the information that must be provided on the fitness for duty certification. The employee must pay the cost of obtaining the fitness for duty certification and the employee is not entitled to be paid for the time or travel costs spent to obtain the certification. If the employee fails to provide such a certification before the leave ends, the Town may delay the employee's restoration to employment until the fitness for duty certification is provided to the Town. If the employee never produces the certification, the employee may be terminated from employment.

The taking of leave will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

Upon his or her return to work from a domestic or sexual violence leave, the employee shall be entitled to: restoration to the position of employment held by the employee when leave commenced; or restoration to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. However, an employee taking domestic violence leave for three (3) days or less will be restored to the same position held by the employee at the time leave commenced.



An employee on domestic or sexual violence leave must periodically report to the Human Resources Department on the status and intention of the employee to return to work.

The Town prohibits discrimination or retaliation against any employee for exercising his or her rights under this policy. If an employee believes that he or she is being retaliated against, the employee must report the retaliation to the Human Resources Department.

DEFINITIONS

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Sexual violence means sexual violence, as defined in Florida Statutes § 784.046, or any crime the underlying factual basis of which has been found by a court to include an act of sexual violence. Florida Statutes § 784.046 defines “sexual violence” to mean any one incident of: (1) sexual battery; (2) a lewd or lascivious act, committed upon or in the presence of a person younger than 16 years of age; (3) luring or enticing a child; (4) sexual performance by a child; or (5) any other forcible felony wherein a sexual act is committed or attempted, regardless of whether criminal charges based on the incident were filed, reduced, or dismissed by the State Attorney.

UNPAID LEAVE/LEAVE WITHOUT PAY-

Any regular employee who has been employed with the Town for a period of twelve (12) continuous months may be granted a leave of absence without pay for a period not to exceed six months. Failure to return to work at the end of the leave without pay, may be grounds for termination.

In no instances shall an employee be granted a leave without pay until all accumulated paid leave is used.

The reason for such leave shall be attributable to an extraordinary condition not directly covered by the provisions of the Family and Medical Leave Policy.

Requests for leave without pay must be submitted in writing and approved by the Town Manager.

No annual or sick leave shall be accrued while an employee is on leave without pay.

Employee health and life insurance benefits may be maintained as if the employee were actively working, but at the employee’s expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee’s contribution. Payments must



be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Employees who qualify for a leave without pay shall initiate a request for such leave by sending a written request to their immediate supervisor. Such request shall be made not less than two (2) weeks prior to the requested leave date unless it is an unforeseeable emergency. Such request shall include the purpose of the leave and an estimate of the amount of time needed for such leave.

SEPARATION FROM EMPLOYMENT

VOLUNTARY TERMINATION

Voluntary Terminations are initiated by the employee and include

1. Resignation – voluntary employment termination initiated by an employee.
2. Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Notice Required for Voluntary Terminations

1. All regular full-time and part-time employees are requested to give a minimum of two (2) weeks' notice, in writing, prior to leaving Town employment in order to resign in good standing.
2. Department heads and other management personnel are requested to give a minimum of thirty (30) days' notice in order to allow for adequate replacement in order to resign in good standing.
3. In the case of retirement, it is recommended that an employee provide the Town with as much notice as possible; a minimum of 6 weeks is requested. This advance notice shall ensure that retirement issues are satisfactorily addressed prior to the actual date of retirement.

DISCHARGE/INVOLUNTARY TERMINATION

Discharge is an involuntary employment termination initiated by the organization generally for cause.

LAYOFF AND RECALL

If the Town determines that a reduction in staff or "layoff" is necessary, affected employees shall be notified of the effective date, pertinent benefits information and possibility of recall, if any as soon as it is practical.

All layoffs and recalls of positions shall be based upon the Town's operational needs, financial position and the employee's employment history, performance and job-related qualifications and abilities as determined by the Town. Seniority may also be considered in making non-union layoff and recall determinations.



IMPACT ON BENEFITS

Employee benefits shall be affected by employment termination as follows. All accrued, vested benefits that are due and payable at termination shall be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee shall be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

EXIT INTERVIEW

In the event of separation, voluntary or involuntary, the employee is encouraged to engage in an exit interview with the Human Resource department.

All employees who resign in "good standing" must take part in exit interviews to be eligible for rehire. The exit interview is on the clock and the employee shall be paid for participating.

RETURN OF PROPERTY

An employee separating from employment with the Town shall return all Town-owned equipment, uniforms, property, Town identification badges, and all building and equipment keys before picking up a final paycheck. The Town may not and shall not withhold earnings for failure to return property but shall take appropriate action including legal prosecution for any Town-owned items that are not returned by a separating employee.

DISCIPLINARY ACTION

It is the intention of the Town to utilize disciplinary action in a constructive manner to motivate the employee toward proper conduct in the future. Situations of a minor nature are expected to be handled informally by the employee's immediate supervisor and may result in a verbal warning which may be documented and retained in the employee's personnel file.

Formal disciplinary action shall be administered by the Department Head in coordination with the Town Manager.

Suspensions and discharge are officially administered by the Town Manager based on Department Head recommendation.

Disciplinary actions may include any or all the following, which are not necessarily administered in order, nor are all types of disciplinary action required prior to discharge. The Town may immediately discharge an employee.

1. Verbal Reprimand is a verbal notice to an employee that his/her behavior or performance must be improved or corrected. A written record of the oral reprimand shall be placed in the employee's personnel file and a copy provided to the employee.
2. Written Reprimand is a written notice to an employee that his/her behavior or performance must be improved or corrected. Written reprimands shall be placed in the employee's personnel file and furnished to the employee.
3. Suspension is the temporary removal of an employee from duty, with or without pay. Suspensions shall vary in length depending upon the seriousness of the offense or



frequency of occurrence. Suspensions shall be documented and placed in the employee's personnel file.

4. Discharge (also may be referred to as Dismissal or Involuntary Termination) is the removal of an employee from the employ of the Town.

Employees may submit written explanations or responses to disciplinary actions to their personnel file. In some cases, particularly discharge, an employee may have certain additional due process rights.

PERFORMANCE IMPROVEMENT PLAN (PIP)

In efforts to rectify disciplinary action, an employee may be placed on a performance improvement plan (PIP). The purpose of this plan is to provide the employee the opportunity to correct performance and behaviors in the workplace. Employees on a PIP will be evaluated periodically by the department manager in efforts to measure progress.

A staff member whose performance, attendance, or conduct does not meet the Town's standards will receive a written warning/counseling and will be provided a clarification of expectations along with a 90-day time period to demonstrate improvement. The manager placing the employee on a PIP is required to document the meeting by outlining the topics discussed during the meeting, goals for improvement, and activities which the employee must complete with a corresponding timeframe.

If the deficiencies are not corrected during the allotted time, termination procedures should be followed.

If staff member's performance, attendance, or conduct improve, the employee will have successfully completed the PIP and no further disciplinary action shall be taken.

CAUSES FOR DEMOTION, SUSPENSION OR DISMISSAL

A permanent employee may be demoted, suspended, or dismissed when, in the judgment of the department head the employee's work or misconduct so warrants. When the department head takes such action, he or she shall file a written notification with the Town Manager and the Human Resource department containing a statement of reasons for the action. The employee shall be notified of the effective date of the action. Employees may be demoted, dismissed, or suspended without pay for violation of these rules which include, but are not limited to, the following:

1. Violation of town and/or personnel policies, procedures or rules.
2. Incompetency or inefficiency in the performance of assigned duties.
3. Offensiveness in conduct toward fellow employees or the public.
4. Violation of any lawful official regulation, or order, or failure to obey any lawful and reasonable direction given by a supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in lower morale in the organization or result in a loss, inconvenience, or injury to the Town's service or to the public;
5. Solicitation or taking for personal use a fee, gift, or other valuable thing in the course of work, or in connection with it, when such fee, gift, or other valuable thing solicited or



given might be construed to be a means of receiving a favor or obtaining better treatment than that accorded other persons either on a present or future basis;

6. Failure to pay or make reasonable provisions for payment of just debts owed the Town in a timely manner.
7. Conviction of a felony or other serious crime.
8. Inattention to duty, tardiness to excess, laziness, carelessness, and unnecessary breakage or loss of property.
9. Absence from work for three days in a row without proper notification to immediate supervisor as required by the personnel policies and procedures.
10. The employee has been subject to an excessive number of accidents, resulting in personal injury or injury to others.
11. The employee has been guilty of attempting to use political influence in securing or attaining a position or salary increase. Soliciting elected officials to intercede for or attempt to influence officers or supervisory employees in personnel matters shall be construed as violations of these rules.
12. Dishonesty in connection with assigned duties and responsibilities as an employee of the Town.
13. Immorality or lack of integrity in connection with assigned duties and responsibilities as an employee of the Town.
14. Violation of departmental rules.
15. Willful violation of any safety rule or practice.
16. Guilty of conduct unbecoming of an employee of the Town's service whether on duty, or off; or
17. Intoxication while on duty, or use of alcoholic beverages, or any form of intoxicants, or narcotics, except such drugs as are being used upon the advice and prescription of a physician, during working hours.

None of the foregoing shall be deemed to prevent the demotion, dismissal, or suspension of an employee for any reason which is justifiable, even though such cause is not among those enumerated, provided, however, that an employee shall have the right of appeal. Any action taken against an employee for violation of these rules shall take into consideration the employee's service record.

EMPLOYEE ARREST OF CHARGE

POLICY

As a condition of employment with the Town of Pembroke Park, employees are required to notify their immediate supervisors, no later than the next working day, when an employee has been arrested or when information has been filed by a prosecuting official against him/her for an offense or violation of law and/or when the employee is indicted by a Grand Jury. This shall include,



but not be limited to violation of probation, promise/notice to appear, injunction for any prohibited violent or threatening behavior, or moving traffic violations. Failure to notify shall result in appropriate disciplinary action, including termination of employment.

Under no circumstances may the employee report for duty without prior consent from the Human Resources Director following an arrest/indictment, promise to appear, or conviction.

PROCEDURE

The Town will conduct its own independent investigation taking into consideration the employee's testimony and will review any police report or other available documents. The Town will evaluate each arrest/indictment on a case by case basis taking into consideration multiple factors including:

- The nature and severity of the alleged incident or crime,
- The totality of circumstances surrounding the incident,
- The employee's job responsibilities, job location, and potential interaction with employees and the public,
- Employment record of the employee (e.g., performance, length of service, etc.)
- Circumstances that adversely affect the staff member's attendance,
- The future potential for conflict that may arise,
- Any other factors the Town, in its sole discretion, deems relevant.

If the employee pleads nolo contendere or guilty, enters into a plea agreement including pre-trial intervention or is tried and found guilty of any felonious charge and/or crime involving dishonesty or moral turpitude, the employee may be immediately terminated from Town of Pembroke Park employment. In the event such person is tried and acquitted, or the information or indictment is dismissed or quashed, the Town Manager will review his/her employment status to determine whether reinstatement or continuing employment is appropriate.

Employees arrested or indicted by a Grand Jury or on whom information has been filed by a prosecuting official for a felonious offense, a crime involving dishonesty or moral turpitude, or a charge that could be related to their work, may be placed on Administrative Leave with or without pay with approval of the Town Manager.

If an incident or charge is directly work related, or the offense is of a serious nature, nothing shall preclude the Town from initiating disciplinary action independent of any judicial hearing or proceeding.

Employees are also required to notify the Human Resources Director of the outcome of all criminal drug statute or alcohol related criminal charges on the next business day after any change in status, including the notification of a conviction, a plea of guilty, an adjudication of guilt, a plea of nolo contendere, an adjudication withheld, an acquittal or a dismissal of the charges. A failure to report a drug or alcohol conviction to the Town within the applicable time periods will result in immediate termination of the employee, unless good cause exists for the employee's failure to report the conviction to the Town



EMPLOYEE PROCEDURAL RIGHTS

INVOLUNTARY TERMINATION AND PROCEDURAL RIGHTS

The Town Manager, Divisional Directors, and Chartered Positions serve at the pleasure of the Town Commission. All other employees may be terminated by the Town Manager.

Terminated employees have certain due process rights prior to discharge or other adverse employment decisions if they have a liberty or property interest that is affected by the adverse employment action.

Where an employment decision could be stigmatizing to the employee, and the Town intends to place a record of the action in the employee's personnel file (which makes it potentially subject to public disclosure) or if the action would foreclose a definite range of future employment opportunities, an employee shall be provided notice of the action and an opportunity to respond prior to the employment action.

Stigmatizing reasons for discipline or discharge may include dishonesty, immorality, moral turpitude, criminality, racism, harassment, falsifying forms, drug use, engaging in prostitution, use of position to obtain kickbacks or other privileges, or other charges impugning the employee's moral character.

Charges of incompetence, negligence, poor attendance, insubordination, failure to meet performance standards, failure to submit required forms or documentation and related performance-based criteria have typically been held to be insufficiently stigmatizing to trigger a liberty interest.

In cases where public disclosure of stigmatizing information is possible, the employee shall receive oral or written notice of the charges, an explanation of the evidence and an opportunity to respond and clear his/her name prior to the decision being finalized and documented in the personnel file. The employee shall direct their response to the Town Manager, who may consult with the Town Attorney, Mayor and/or Commission as needed.

This process is a procedural protection and in no way limits the Town's at-will employment status. The findings of the Town Manager are final, shall be stated in writing and provided to the employee as well as documented within the personnel file.

RIGHT OF APPEAL

Any permanent employee who is discharged may appeal such action in writing to the Town Manager within 5 days after such action is taken. As promptly as possible, the employee shall be granted a hearing by the Town Manager and the department head concerned, at which time the employee and immediate supervisor may present relevant evidence regarding the action and the reasons, therefore. When the disciplinary action is personally initiated by the Town Manager, the hearing shall be conducted by the Town Commission. During any investigation or hearing, the Town Manager, or the Town Commission may direct any employee to attend and give testimony. Probationary employees who are terminated during the probation period are not permitted the right of appeal.

Any permanent employee who is demoted or suspended may appeal such action by filing a written



grievance in keeping with the Town's grievance procedures. Any such grievance shall be filed within five (5) working days from the date of action against the employee.

GRIEVANCE PROCEDURES

The Town intends to provide a constructive, positive work environment in which employees are empowered to contribute to the continuous improvement in the operations and services provided by the Town. To this end a formal grievance procedure is available to help resolve complaints of employees who believe they are not receiving fair treatment in the workplace.

STEP 1: Verbal Communication with Supervisor

Employees are encouraged to share their suggestions, as well as discuss any complaints or issues that may arise related to their employment and work environment with their immediate supervisor within five (5) working days from the time of the occurrence. The supervisor shall provide a verbal response to the complaint within five (5) working days of the discussion with the employee.

STEP 2: Written Communication with Department Head

Should an employee not find adequate resolution through verbal discussion with their immediate supervisor, the employee shall respond in writing to the employee's department head within five (5) working days from the oral response in Step 1.

The employee shall submit a written grievance to their department head which must include:

- ✓ Date of incident,
- ✓ Description of incident,
- ✓ Summary of previous discussion(s) with supervisor regarding the incident,
- ✓ Desired resolution, and
- ✓ Employee's printed name, signature and date of submission.

The department head shall provide a written response to the employee within five (5) working days of the receipt of the grievance.

STEP 3: Written Communication with Town Manager

If the grievance is not resolved in the first two steps, the employee may request a meeting with the Town Manager. This request must be in writing, dated and submitted within five (5) working days after receiving the response from Step 2. The department head shall be copied on the request.

The meeting with the Town Manager and the employee shall occur within ten working days of receipt of the request to meet, or on a date mutually convenient for all parties. At the Manager's discretion this meeting may include the department head and/or supervisor, and/or other Town representatives as appropriate. At the employee's option, the meeting may include a fellow employee or other representative.

The Town Manager, or designated representative, shall provide a written response to the employee within ten working days of the meeting. The Town Manager's response to the grievance



is final.



WORK RULES AND CODE OF CONDUCT

The workplace brings together many different types of people whose unique perspectives and individual skills and talents add tremendous value to the Town of Pembroke Park. All employees, officers, and volunteers, at every level within the organization, are expected to treat each other as respected and valuable colleagues. Employees are required to engage respectfully with elected or appointed officials in all forms of communication, both verbal and written.

CODE OF ETHICS

Employees and officials of the Town of Pembroke Park are bound by the both the State of Florida and the Town's Code of Ethics.

FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES

Chapter 112 (Part III) of the Florida Statutes and the "Code of Ethics for Public Officers and Employees" which states in part, that "no officer or employee of a state agency or of a county, city or other political subdivision of the state shall have any interest, financial or otherwise, direct or indirect, engage in any business transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the public interest."

All Town employees shall be furnished with a copy of Florida Statutes Chapter 112 (Part III) during their orientation. All employees are required to review the Statute along with the employment Rules and Regulations for their respective department. This information shall serve as a guide for employee conduct while in the employ of the Town.

PEMBROKE PARK EMPLOYEE CODE OF ETHICS

Article IX, Chapter 2, 260 of the Town Code states, "Employees of the Town hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official duties. Further, Town employees must act in a manner that promotes public trust and confidence in government with complete transparency and honesty in their services and must avoid even the appearance or perception of impropriety. The Town Commission recognizes that, in the furtherance of these fundamental principles, there is a need for clear and reasonable standards of ethical conduct. This Pembroke Park Employee Code of Ethics establishes those standards." The following sections provide the expected code of conduct employees of the Town shall follow.

Gifts

Town employees shall not solicit or accept any gift, regardless of value, in their official capacity as employees, nor shall they solicit or accept any gift in either an official or personal capacity that may be reasonably perceived to be given to encourage or discourage them from taking any action in connection with their Town employment.

Lobbying

Town employees should avoid even the appearance of impropriety in their interaction and dealings with lobbyists registered with the Town and in their interaction and dealings with Town vendors and prospective vendors.



To promote full and complete transparency, lobbyists, Town vendors, and prospective vendors who intend to meet or otherwise communicate with a Town employee, either at such employee's office or elsewhere on Town government premises, for the purpose of influencing a decision to be made by the Town Commission, a decision to be made by any decision-making body under the jurisdiction of the Town Commission, or a final procurement decision to be made by a Town employee, must complete a contact log as prepared and maintained by the Town Manager. This contact log shall be completed for each individual Town employee with whom the lobbyist, Town vendor, or prospective vendor intends to meet or communicate. The contact log shall be legibly completed contemporaneously with the meeting and shall be available for public inspection in a database designated by the Town Manager.

To further promote full and complete transparency, a Town employee shall disclose any meeting outside of his or her Town office, any telephonic discussion, or electronic communication with a registered lobbyist, Town vendor or prospective vendor, during or in which meeting, discussion or other communication the lobbyist, Town vendor, or prospective vendor seeks to influence a decision to be made by the Town Commission, decision to be made by any decision-making body of the Town, or a final procurement decision to be made by a Town employee.

A Town employee is prohibited from lobbying on behalf of an outside principal or employer for compensation, Town Commissioners, members of any Town Selection/Evaluation committee, or the governmental unit in which he or she is employed. Lobbying does not include providing information, advice or recommendations to any Town Commissioner or member of a Selection/Evaluation committee in furtherance of the employee's job responsibilities. Except as stated in this paragraph, Town employees may engage in lobbying activities provided such activities would not be inconsistent with their public duties or the provisions of Chapter 112, Florida Statutes.

Outside Employment

For purposes of this section, other employment means any compensated employment performed by a Town employee aside from his or her employment with the Town, including any part-time employment, self-employment, or consultant-related employment. Town employees may engage in other employment provided:

1. The other employment will not be inconsistent with the employee's public duties or the provisions of Chapter 112, Florida Statutes; or
2. The individual or business entity for whom the Town employee will engage in other employment is not a vendor under contract with Town or a prospective vendor seeking to do business with Town.

Prohibition on Use of Town Position for Personal or Private Gain

No Town employee shall use his or her municipal position or powers and duties to secure a financial benefit for himself or herself, an immediate family member or any private organization in which he or she is deemed to have an interest.

Future Employment

No Town employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion



pending before the Town employee, either individually or as a member of a Town Committee, while the matter is pending or within the 30 days following final disposition of the matter.

Use of Town Resources

Town resources shall be used solely for lawful Town purposes. Town resources include, but are not limited to, Town personnel, and the Town's money, vehicles, equipment, materials, supplies or other property.

No Town employee may use or permit the use of Town resources for personal or private purposes, but this provision shall not be construed as prohibiting:

1. Any use of Town resources authorized by law or Town policy.
2. The use of Town resources for personal or private purposes when provided to a Town officer or employee as part of his or her compensation; or
3. The occasional and incidental use during the business day of Town telephones and computers for necessary personal matters such as family care and changes in work schedule.

Nepotism

No Town employee may participate in any decision specifically to appoint, hire, promote, discipline or discharge an immediate family member for any position at, for, or within the Town.

Political Solicitations

No Town employee shall directly or indirectly compel or induce a subordinate employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.

No Town employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining or in any manner changing the official rank, status or compensation of any Town employee, or an applicant for a position as a Town employee, on the basis of the giving or withholding or neglecting to make any contributions in money or service or any other valuable thing for any political purpose.

Elected Public Office

A Town employee seeking elected public office is not permitted to engage in any activity related to seeking the office during working hours or in other ways which might constitute an inappropriate use of Town time and resources or lead to the impression that the Town government endorses his or her candidacy.

The prohibition against the use of Town time and resources in a campaign for elective office includes a ban against using Town equipment, including vehicles, telephones, copy machines, inter-office mail, or other equipment owned by the Town. The employee/candidate is prohibited from participation in campaign activities off duty wearing a Town uniform or driving a Town vehicle.

Town employees are prohibited from soliciting campaign contributions or any in kind gifts to support his or her campaign, including soliciting campaign workers or contributions from among Town employees when the solicitation takes place on duty or when the solicitation could be



reasonably construed as having a connection to a real or expected employment decision. The employee/candidate for public office must avoid the appearance or reality of a conflict of interest between their employment with the Town and the outside candidacy.

A Town employee choosing to run for elected public office must disclose his/her candidacy to the employee's immediate supervisor and the head of their Department within three (3) business days after the time the employee becomes an official candidate by filing the necessary candidate papers. All campaign-related activities by an employee/candidate occurring before official candidacy are also subject to these restrictions.

The employee/candidate must take reasonable steps, with approval by his or her supervisor, to minimize the prospect of a conflict of interest between the employee/candidate's work duties and campaign activities. These steps may include the use of annual leave, personal days, or unpaid leave of absence following approval in advance by his/her supervisor pursuant to Town policies.

Confidential Information

No Town employee who acquires confidential information in the course of exercising or performing his or her powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers or duties.

Enforcement Procedures

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics is vested in the Town Manager. A Town employee may appeal the decision of the Town Manager by filing a written appeal to the Town Commission within fifteen (15) days of the final decision of the Town Manager is rendered. The Town Commission may affirm, modify or reverse the disciplinary decision rendered by the Town Manager.

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics by the Town Manager, Directors or any Chartered Position is vested in the Town Commission.

Town Commission shall have the authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics when the Town Manager fails to do so, or when the Town Commission determines that such investigation is required.

FREEDOM OF INFORMATION ACT AND PUBLIC RECORDS ACT

It is the policy of the Town of Pembroke Park to comply fully with the Freedom of Information Act. All individuals are entitled to certain and specific information regarding the affairs of government and the actions of public officials and public employees.

All FOIA requests are to be immediately directed to and processed by the Town Clerk or his/her designee. Requests for public information may be either oral or written and ideally are handled within five business days after the request has been received. In some cases, an extension may be required, and certain information may be denied or redacted. Originals of any documents shall not be allowed to leave Town property, and the costs associated with compiling and providing the information shall be charged.



PUBLIC RECORDS

Under no circumstance may an employee remove documents, photos, reports, personal or personnel information or any sensitive material that is the property of the Town of Pembroke Park.

Employees found to be in violation of this policy may be disciplined, up to and including discharge.

PERSONAL CONDUCT

All persons employed by the Town must remain constantly aware of their responsibilities to the public and of the fact that they are representatives of the Town. It is expected that their conduct and appearance shall be commensurate with the positions which they hold.

Town employees are frequently called upon to express opinions and to provide information concerning the Town government, its operations and its policies. Expressions of opinions should be carefully weighed in the light of their probable affect and should be based upon facts within the knowledge of the employee. A Town employee is not deprived of the rights of citizenship which affords the right of free speech. He should be keenly aware of responsibilities and privileges as an employee of the Town and understand that personal opinions shall often be interpreted by others as representing the official opinion of the Town.

Employees shall be well informed concerning the policies and operations of Town government. Such responsibilities increase with the importance of the position held. Admitting lack of knowledge concerning a question asked is far superior to an incorrect answer, but if the situation requires it, the employee, under such circumstances, should refer the questioner to the proper source of information or obtain the actual facts and inform the person making the inquiry.

Employees are expected to refrain from repeating rumors and from creating dissension within the organization.

Employees shall visit departments other than those in which employed only on official business. Reasonable breaks in routine work may be taken as long as the privilege is not abused but loitering is expressly forbidden. Any employee who has completed assigned tasks, or the work for which that employee is responsible shall report to a supervisor for assignment of other duties.

OUTSIDE EMPLOYMENT GUIDELINES

Full-time Town employees wishing to hold supplemental, part-time employment in addition to his or her Town employment must request approval in writing to their department head and must do so each year that supplemental employment is held on their Town anniversary date.

The request should include the:

- Name of the employer.
- Nature of the employment and duties to be performed; and
- Approximate number of hours to be worked per week.

The Town Manager shall determine whether a conflict of interest exists or if the employee's ability to effectively perform their Town work shall be hampered and shall inform the employee in writing of his or her determination.

A conflict of interest may include, but is not limited to:



- Any employment, activity, or enterprise which involves for private gain the use of the Town's time, facilities, equipment, supplies, or prestige or influence of the Town Office.
- Any activity which involves receipt or acceptance of any money or other consideration from anyone other than the Town for performance of an act with the employee should be required or expected to render in the regular course of their Town employment.
- Any activity which involves a performance of an act other than in their capacity as a Town employee which may later be subject to the control, inspection, review, or enforcement by the employee or the department in which they work; or
- Any activity which involves so much of an employee's time that it impairs their attendance or efficiency in the performance of their duties.

Employees may not wear a Town uniform, work shoes/boots, or any other apparel furnished by the Town in performing outside work. Outside work may not be performed during regularly scheduled Town work hours or at a Town facility, and no Town resources, equipment, tools or supplies may be used for outside work.

POLITICAL ACTIVITY AND VOTING TIME

All employees should register to vote and should exercise this privilege at each opportunity afforded. It is Town policy that it is in the public interest and at governmental benefit to remove career employees from the arena of partisan political activity. Florida statutes impose certain restrictions on the political activities of state, county, and municipal officers and employees.

Also, those employees in positions supported in whole or in part by Federal funds may be subject to those restrictions contained in the federal "Hatch Act." The following prohibitions shall apply to all Town officers and employees:

- No person shall promise, attempt, or use political position, influence, or coercion in an effort to erode the merit system nature of the Town work force by patronage or favoritism for past or future political influences or services, either implied or actual.
- The Town of Pembroke Park shall not permit the use of its equipment, property, facilities or supplies for partisan political purposes.
- Employees shall not take an active political role on behalf of any candidate or incumbent for Town elective office.
- Employees shall not be solicited for contributions or any other sort of support or influence for any political party, office, or candidate, either from other employees, superiors, elected officials, or candidates.
- A Town employee who becomes a candidate for any public elective office shall, at the time of formally qualifying, resign in good standing from the Town service.

Violations of any of these restrictions shall result in disciplinary action including discharge, as determined by the provisions of these rules.

Full-time regular employees shall be granted one (1) hour off to vote at the start or end of their shift, provided such time does not result in the Town having to replace employees at overtime rates of pay and



coverage is maintained in, each department.

Employees interested in utilizing voting time must request the use of such time at least twenty-four (24) hours in advance of using such time. Granting the use of such time under all conditions shall be made at the discretion of the department head.

Active political campaigning or solicitations for political contributions while on duty is strictly prohibited.

POLITICAL ACTIVITY AND GENERAL SOLICITATION

The Town does not discourage political participation or activity. However, certain restrictions are imposed to ensure the integrity and impartiality of the Town. In this regard:

- Employees of the Town shall not engage in political activities on behalf of a candidate for partisan or non-partisan election during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee. This includes distributing or circulating literature or paraphernalia for or against an issue or candidate.
- Solicitation and/or distribution of literature, including signing and circulating petitions for candidates, propositions and other political matters, is prohibited during working hours or in work areas. Working hours include the actual working time of both the individual performing the solicitation or distribution and the employee to whom it is directed.
- Employees of the Town shall not solicit, receive or in any way participate in soliciting or receiving any assessment, subscription or contribution for any political party or any political purpose whatsoever, during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee.
- Employees involved with political campaigns shall do so as private citizens. Employment status with the Town shall not be referenced when campaigning for or against any candidate or ballot issue, question or proposal. Employees involved with political activity shall neither claim to represent the Town nor claim their views or opinions reflect the views or opinions of the Town.
- Equipment, materials and supplies belonging to the Town, including the Town's letterhead, business cards or other such material supplied by the Town, shall not be used in support of political activities.

Employees who become candidates for the Town Commission of the Town of Pembroke Park shall be required to take a leave of absence without pay when that employee complies with the candidacy filing requirements or sixty (60) days before any election relating to that position, whichever date is closest to the election. Employees who are elected to Town Commission must resign their Town employment prior to the commencement of their term of office.

CUSTOMER SERVICE

The Town of Pembroke Park always requires employees to represent the Town in a positive manner and treat customers and residents with courtesy and respect .

Employees should be prepared to listen patiently to complaints and deal with them in a helpful, professional manner. Residents or customers who become unreasonable, abusive or harassing should be referred to the employee's supervisor.



PUBLIC STATEMENT/PRESS CALLS

Unless otherwise delegated, the Town Manager is the official designated spokesperson for Town staff. Employees should refer all requests for formal statements, interviews, and related activities to the Town Manager. Employees may not make formal statements on behalf of the Town, except in cases of sharing routine, information, without prior authorization.

THE WORKPLACE AND TOWN RESOURCES

APPEARANCE

Your appearance is important to demonstrating the professionalism of Town organization. For this reason, each employee is expected to report for work each day with appropriate hygiene, appearance and attire for his or her position.

Personal cleanliness is a must for all employees. Body odors, strong perfume or smoke may all be particularly offensive to the public or coworkers. Employees should take pride in their personal hygiene and appearance and report to work clean and groomed appropriately.

Attire should be consistent with job responsibilities and should not jeopardize the safety of the employee or distract others. Anyone reporting to work in inappropriate clothing shall be sent home to change.

It is impossible to describe or define every possible acceptable or unacceptable example of attire. Clothing should be in keeping with the image of a professional organization; the following is prohibited:

- Excessively worn, torn or dirty clothing,
- Clothing with suggestive or offensive logos, pictures, insignia, etc.,
- Very tight, revealing or otherwise sexually suggestive clothing, and
- Exercise attire including “sweats”

If in doubt, ask prior to wearing the item. Your supervisor shall determine whether attire is acceptable.

USE OF TOWN RESOURCES

Vehicles, materials, facilities and equipment owned by the Town are intended for Town business use only. Further, Town employees are expected to perform work related only to Town business while on work time. Specifically:

1. Mail & Letterhead - Employees may not use the Town's postage for personal mail. Additionally, employees should not routinely receive personal mail or package deliveries while at work. Town letterhead is to be used for official Town business only.
2. Phone - All phone lines are to be kept available for the Town's business. Personal calls must be held to a minimum. Employees are expected to reimburse any expense associated with personal long-distance calls or excessive personal calls made using a Town telephone.



3. Cell Phone - Personal calls on Town cell phones are to be held to a minimum and are allowed provided only where personal use does not result in an overage of the contracted minutes. If the minutes are exceeded, the employee is required to pay the additional charges or costs.
4. Vehicles – Town-owned vehicles are to be used for official Town business only, unless otherwise approved by the Town Manager.
5. Equipment, Facilities and Supplies - Equipment, facilities and supplies are to be used for Town business only, including tools, machinery, computers, copiers, faxes and other office machines.
6. Personnel – Town personnel are only to perform work related to Town business and/or projects while on work time.

The Town's resources, including Town vehicles, may not be borrowed for personal use by employees.

EMPLOYEE IDENTIFICATION

It is the policy of the Town of Pembroke Park that all employees be photographed as a method of establishing proper identification and records for the employee. The identification shall be handled by the IT department during orientation.

The IT department shall issue picture identification cards to all employees except for the Fire Department.

Town identification cards are to be presented upon request. The cards are only to be used for employment purposes.

Upon separation of employment, identification cards shall be turned into the employee's department and submitted to the IT department along with a completed "Town Property Form" which shall authorize the tendering of the employee's last paycheck.

Employees are to report lost identification cards immediately. Replacement identification cards shall be reissued at a fee of five dollars (\$5.00) each.

Upon expiration, the identification card is to be exchanged for a new card.

Identification cards shall expire five (5) years from the date of issuance and it shall be the employee's responsibility to get a new one from the IT department.

KEY DISPERSAL

Keys to Town buildings, facilities, vehicles or equipment may be issued to employees. Keys are never to be duplicated, given or lent to anyone else, including a fellow employee. Lost or stolen items must be immediately reported to the Town Manager.

UNIFORMS AND SAFETY ATTIRE

The Town may issue directly, provide allowance for, or reimburse employees in certain departments for safety attire, work shoes/boots, uniforms, etc. These items are to be clean and worn with reasonable care. The Town shall replace worn or damaged items as needed and within



reason, generally not more than once per year. Town attire or uniforms are considered Town property and are to be worn while on duty for Town business only.

PERSONAL ARTICLES IN THE WORKPLACE & SEARCH OF PROPERTY

The Town is not responsible for lost or damaged personal articles brought into the workplace. All property belonging to the Town, including Town vehicles, computers, phones, desks, file cabinets, lockers and other storage areas, is subject to inspection or search at any time without notice to retrieve work-related materials or to investigate a violation of workplace rules. Employees should not have any expectation to privacy regarding Town premises.

PERSONAL WORKSPACE & DISPLAYS

Personal workspace is also considered property of the Town and is oftentimes accessible and viewable by co-workers and the public. Reasonable, tasteful displays of personal pictures, decorations, and related items are acceptable. However, any personal displays that violate harassment, code of conduct, or other policies shall be addressed as a violation according to those procedures. Your department head and/or the Town Manager have the final authority to determine what is acceptable.

SMOKE-FREE WORKPLACE

In its commitment to providing a safe, healthy, and comfortable workplace for all employees, the Town of Pembroke Park maintains a smoke and tobacco-free environment. No smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, electronic cigarettes, or chewing tobacco) is permitted in any Town workspace (indoor and outdoor) or in vehicles owned, leased, or rented by the Town.

The Town of Pembroke Park does not employ individuals who have used tobacco products within twelve (12) months of submitting an employment application. All applicants for employment must sign an affidavit certifying that they have not used tobacco or tobacco products for at least twelve (12) months immediately preceding the date of application. Furthermore, an employee is prohibited from using tobacco products during his or her employment with the Town of Pembroke Park.

Compliance with the smoke-free workplace policy is mandatory for all employees. Employees who violate the policy are subject to corrective action, up to and including termination from employment.

Any employee who observes a violation of this policy should report it immediately to the Human Resources Director.

CARE OF EQUIPMENT

Employees are expected to follow prescribed safety procedures for equipment and vehicle usage, refrain from and/or report equipment abuse and guard against equipment loss.

Should an employee encounter equipment malfunction or be involved in an accident, the incident should be immediately reported to the appropriate supervisor or department head. Intentional equipment abuse, careless use of equipment, or habitual loss of equipment shall not be tolerated.



and may result in disciplinary action, up to and including discharge.

VEHICLE USAGE

The Town allows certain job classifications to use Town-owned vehicles with prior supervisor approval.

- Employees who use their personal vehicles for Town business shall be reimbursed in accordance with the Florida mileage reimbursement rate.
- Any employee driving on Town business, whether using their own vehicle or the Town's, must have a valid Florida driver's license and a satisfactory driving record. Any restrictions on, or revocation of, an employee's legal right to drive must be immediately reported to the appropriate department head. The same applies for employees diagnosed with a medical condition which temporarily or permanently affects their ability to drive.
- Employees who drive a vehicle on Town business must exercise due diligence to drive safely, observe all traffic laws, speed limits and related rules of the road, and maintain the security of the vehicle and its contents. The use of hand-held cellphone is **prohibited** while operating vehicles.
- When riding in or operating the Town vehicles, safety belts shall be worn by all.
- Employees shall promptly report to their supervisor or Department Head any accident with any Town vehicle that is operated by them or in their charge. Notification should be made to the local police agency so that a report can be prepared.
- If, in the event of an accident, carelessness or negligence on the part of the operating employee is determined to be a contributing factor, charges will be brought against the employee, leading up to termination. Drivers are responsible for any driving infractions or fines that result from their driving and must report them to their supervisor.
- No one other than authorized Town employees is authorized to drive or ride in Town vehicles, unless prior approval has been obtained from the Town Manager.
- Employees may transport citizens in the Town vehicles only for an authorized purpose, and/or with the approval of a Department Head.
- Smoking is strictly prohibited in Town vehicles.

TAKE HOME VEHICLES

Employees with an assigned take home vehicle will be subject to a bi-weekly taxable fringe benefit as per the IRS Commuting Rule. The Town does not allow the employee, nor any individual whose use would be taxable to the employee, to use the vehicle for personal purposes other than for commuting or de minimis personal use (such as a stop for a personal errand on the way between a business delivery and the employee's home).

CREDIT CARDS

The Town recognizes that in certain instances, it is in its best interests to issue a Town credit card to certain employees. Town credit cards are limited to employees in positions that demonstrate



that having a credit card shall assist them in performing their assigned responsibilities. Any issuance of a Town credit card must first be authorized by the Town Manager.

The credit card may only be used for the purchase of goods or services related to the official business of the Town. It is not to be used for any personal business.

Any employee that is issued a Town credit card is responsible for the card's protection and custody and shall immediately notify the Finance Director, if the card is lost or stolen.

The issuance of a Town credit card is a privilege that may be revoked at any time. Any card holder found in violation of this policy may be forced to surrender the card and may be subject to discipline. Employees shall surrender their Town credit card upon request, including at the time of termination.

SAFETY

The Town believes in maintaining safe and healthy working conditions for its employees. Establishment and maintenance of a safe work environment is the shared responsibility of the Town and employees from all levels of the organization. The Town will attempt to do everything within its control to assure a safe environment and compliance with federal, state and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. All perceived safety hazards are to be reported immediately to the Town Manager, Department Supervisor, or the Human Resources department.

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If an employee observes an unsafe condition, the employee should warn others, if possible, and report that condition to the Town Manager, Department Supervisor, or the Human Resources department immediately. If an employee has a question regarding the safety of the workplace and practices, ask a supervisor for clarification. Any issues on safety will be investigated and rectified to ensure employees safety at work.

To achieve the goal of providing a safe workplace, each employee must be safety conscious. The Town encourages employees to provide suggestions to enhance the work experience through comments, suggestions, or complaints.

GENERAL SAFETY RULES:

- OSHA approved footwear is to be worn if deemed required by department.
- All issued Personal Protective Equipment (PPE) such as eyewear, back braces, hard hats, safety vests, hearing protection and all others are always to be used as appropriate for the task assigned.
- All employees must follow the standard method of lifting. If the load is over twenty-five (25) pounds, back braces are required to be worn. If the load is over fifty (50) pounds, you must obtain assistance.
- All spills, broken glass, debris or any other hazard, must be cleaned up if you are assigned to complete such activities and if you are not able to complete the cleanup, you are to report the issue to a supervisor or Department Head immediately.
- Any defective tools/equipment/machines must be taken out of service and reported to a supervisor or Department Head immediately.



- All machines/equipment must be operated in a safe manner. Shut off/unplug any machines/equipment before making any adjustments, cleaning or repairs.
- Report all accidents or injuries to your supervisor or Department Head immediately. You must complete the required written reports as required as soon as possible. This report should be forwarded to the Human Resources department immediately. Failure to file the required reports, may lead to delays in the subsequent investigations which can affect medical benefits and possible disciplinary action.
- Any employees that come into contact with any type of body fluids/waste must adhere to the Center for Disease Control Universal Precaution Guidelines.
- All unknown materials are to be considered hazardous and appropriate precautions taken.
- Filing false statements, reports, timesheets and all other documents constitutes a falsification of records and is subject to immediate termination.
- MP3 Players, headphones and all similar type devices during working hours is prohibited except for authorized break and lunch periods. Single ear Bluetooth devices for phone use is permitted.

BUILDING SECURITY

In order to ensure the security of the Town Hall, all visitors will be required to be escorted by Town personnel while in secured areas. All visitors must report to the receptionist and advise their reason for being in the building. The front door to Town Hall will always be locked, and all visitors will enter through the rear door.

After Town Hall working hours, the rear door to Town Hall will be locked, and visitors are to utilize the intercom at the rear of Town Hall to request admittance. During this after-hours period, caution should be exercised when admitting persons to utilize the telephone, restrooms, or water fountain as the building is closed. Any person that is found in the secured areas of the building who is unknown should be challenged as to their business in Town Hall.

The following visitors do not require escort; however, their movements should be limited: Any Government Official (Town of Pembroke Park, other Municipalities, County, US Government), family members of employee, visitors who are personally known, recognized, or whose purpose (such as repairman) has been previously announced.

ACCEPTABLE USE POLICY

The Acceptable Use Policy establishes a minimum set of rules of behavior for users of Town of Pembroke Park (TPP) IT (Information Technology) resources. Personal and Contractor owned devices that are connected to TPP systems or used to store TPP or client related data are also considered IT resources.

ENFORCEMENT

Users of IT Resources who violate these rules of behavior may be subject to company disciplinary action and/or criminal prosecution. Such action will be at the discretion of the appropriate TPP management in conformance with the Disciplinary Action Policy section in the employee handbook and TPP Information Security Policy. Third party users who violate these rules of behavior may be subject to account revocation and/or



ETHICAL AND APPROPRIATE USE

TPP provides the IT Resources to assist users in performing their job responsibilities. The resources are to be used for legitimate and authorized business purposes only. Incidental and reasonable personal use of TPP's IT Resources (e.g. Internet, email) is acceptable, if it does not consume more than a trivial amount of Company resources (financial, bandwidth, etc.), adversely affect the intended business use of the IT Resources, or impair a user's job performance.

The display of any sexually explicit image, document or text on any IT Resources is prohibited and in violation of TPP's sexual harassment policies. Sexually explicit material may not be accessed, archived, stored, distributed, edited or recorded using any IT Resources. Material that is, or could reasonably be regarded as, derogatory or discriminatory based on race, sex, religion, national origin, age, sexual orientation or disability, or is fraudulent, harassing, embarrassing, profane, obscene, intimidating, defamatory or otherwise unlawful, may not be sent, either within TPP or from TPP to someone outside TPP, by email or other form of electronic communication (such as bulletin board systems, newsgroups and chat groups) or displayed or stored using IT Resources.

In their use of IT Resources, users must comply with all state, federal and international laws, including the laws and regulations of any state, city, province or other jurisdiction and any laws governing intellectual property and online activities. Users are prohibited from using TPP's IT Resources for any other business solicitation or profitmaking activities. Without prior written permission of the Chief Information Officer, IT Resources may not be used for dissemination or storage of commercial or personal advertisements, solicitations or promotions

USER MONITORING AND PRIVACY

Users acknowledge that they have no expectation of privacy regarding their activity on TPP IT Resources.

All TPP IT Resources are always subject to monitoring and auditing. Users should expect that electronic communication may be accessed by authorized supervisors, local system administrators, Information Security, Legal and Human Resources with or without the permission of the employee. However, no other users may monitor or access IT Resources of another user without the express approval of the Chief Information Officer and Chief Human Resources Officer

PASSWORDS AND USER IDS

Passwords for all TPP IT Resources are considered private and confidential. Users are prohibited **from sharing any of their system passwords with anyone.**

Note: In the process of troubleshooting an end user issue with an IT Resource over the phone or in person, a Technical Support associate may need to reset a users' password. If the user has any reason to question any aspects of the way the Technical Support technician is handling the situation, they should contact mpakula@townofpembrokepark.com. Technical Support Technicians **WILL NOT** send notifications directing users to change an existing password to a specific password; or otherwise solicit their password to be submitted via message. Such methods are often unsolicited attempts on public services such as banking to obtain unauthorized access to an account. If this happens, contact mpakula@townofpembrokepark.com



To minimize the risk of compromising systems as a result of poor password selection, users are responsible for selecting passwords that are difficult to break. **Wherever technically supported and not configured centrally**, the following password criteria should be employed:

- Passwords must be a minimum of 8 Characters.
- Passwords should have 3 or more of the following types of characters:
 - Lowercase characters
 - Uppercase characters
 - Numbers
 - Symbols
- Passwords must be changed every 120 days, and passwords must not be re-used for at least 6 iterations.
- Dictionary words, derivatives of User IDs, and common character or easily guessable sequences such as “123456”, “Password”, may not be used.
- Personal details such as a spouse’s name, social security numbers, and birthdays may not be used unless accompanied by additional unrelated characters.
- Proper names, geographical locations, common acronyms, and slang may not be used.
- Personal Identification Numbers (PINs) may be used for authentication on designated systems (such as voicemail), in instances where the target asset is low sensitivity, the system does not support passwords, or the PIN is used in conjunction with another factor to authenticate the user (such as a hard-soft token or device fingerprint, out of wallet/knowledge-based authentication). If exposed or compromised, passwords/pins must be changed immediately. **Passwords/pins must not be written down**
- Passwords must not be saved or “remembered” within applications (i.e. when a dialog box has a ‘save password’ box to check).
- Passwords must not be hard coded into programs/function keys/macros etc.
- Passwords must not be stored in an unencrypted format

USER ACCOUNTABILITY

User access to IT Resources is tied directly to an individual’s User ID. Users are accountable for all actions associated with the use of their assigned User ID and will be held responsible for unauthorized actions found to be intentional, malicious, or negligent. Each user must protect their user ID by:

1. Never allowing another person to use or share his/her logon session; because the session is directly associated with an individual’s User ID, the user is personally accountable for all actions performed with the ID.
2. Locking the workstation or logging off an active session when leaving the workstation

DATA CONFIDENTIALITY AND SECURITY



All data on TPP IT resources is classified as Company Confidential information, unless otherwise specified. If you come into contact with sensitive (i.e. Highly Confidential) company, associate, or customer information (i.e. credit card numbers, personally identifiable information, protected health information) that you were not the intended recipient of, or otherwise do not have business justification to access, notify the Information Security department immediately.

Information must be handled in accordance with requirements associated with its classification. Users are prohibited from sharing TPP Confidential or Highly Confidential information with a third party unless the third party has been authorized to receive that information in accordance with the Third-Party Management Program.

UNAUTHORIZED ACCESS

Users are forbidden from taking actions that are intended to breach or may result in a breach of TPP's or any other companies' or individuals' security, confidentiality or privacy of information assets. These actions include, but are not limited to:

1. Accessing an account not assigned to the user or one in which they have not been expressly authorized.
2. Taking actions meant to capture information to which the user is not authorized, such as network sniffing, network mapping, port scanning or vulnerability scanning.
3. Circumventing any authentication or security mechanism.
4. Interfering with or denying service to any authorized user or process. Users should note that the **ability** to perform an action does not correspond with the **authority** to perform that action

Note: Designated personnel may perform the above listed activities in the course of their duties. These individuals authorized by the TPP Chief Information Security Officer. No other individuals may perform these functions, regardless of their intent.

DENIAL OF SERVICE

Users may not initiate actions which results in limited or preventing other authorized users or systems from performing authorized functions by deliberately generating excessive network traffic (with the exception of performance or load testing by the IT department), and thereby limiting or blocking telecommunications capabilities. This prohibition includes:

- The creation or forwarding of unauthorized mass mailings such as "chain letters".
- Messages with excessively large attachments or embedded graphics that consume large quantities of network bandwidth or streaming excessive video/music.

MALICIOUS CODE

Users are prohibited from intentionally writing, compiling, copying, propagating, executing, or introducing in any manner any code designed to self-replicate, damage, or otherwise hinder the performance of any TPP IT Resource. Examples of these include computer viruses, worms, and Trojan horses.



To prevent this from occurring, unsolicited emails with suspect subject lines/text, attachments, hyperlinks, even if from a known individual, should not be opened or executed. Antivirus/antimalware/antispymware software, device specific firewalls, and other security software installed by the IT Department on company PCs, servers, and other devices should not be suspended, removed, or otherwise interfered with without express approval from the IT Infrastructure department. Users should take reasonable precautions to prevent the propagation of malicious code amongst TPP IT Resources by evaluating the credibility of a link, email, SMS, or attachment received by a user.

TIPS FOR EVALUATING CREDIBILITY INCLUDE:

- Evaluating what was received.
- Does it appear to be a Microsoft Office (Word/Excel) or Adobe document but carry a different file extension (i.e. '.exe')?
- If it includes a link/URL, does it look odd or attempt to download or execute a file? For example, links that make use of a subdomain such as [www.<legitamite_destination>.<fake_destination>.com](#) or use top level domain such as ".in" or ".tk" verses ".com" or ".net" may be suspicious.
- Is it soliciting an action from you, such as divulging personal or corporate information about you or others, such as phone numbers, titles, user IDs/passwords, company procedures?
- Is it asking you to download or install something?
- Evaluating the source.
- Is this a known source whose identity has been reasonably confirmed, and should be contacting you?
- If it is a known sender, are there signs that they are being impersonated by sending a non-specific message, requesting something unusual, or leveraging an unusual communication medium?

PERSONAL (USER OWNED/LEASED) AND CONTRACTOR DEVICES

Only TPP owned/leased/managed personal computers are permitted to access the Corporate Network. Contractor and employee computers may connect to designated guest networks. Personal mobile devices including smartphones and tablets are permitted to connect to TPP systems through the enterprise Mobile Device Management (MDM) utility.

See "Mobile Devices" section for further provisions

Personal mobile devices are prohibited from connecting to the TPP corporate Wi-Fi network, but are permitted to connect to designated guest networks

MOBILE DEVICES - SMARTPHONES, TABLETS, PERSONAL DIGITAL ASSISTANTS, AND JUMP DRIVES

Smartphones or Tablets that access TPP systems may only do so provided they are secured with the company-provided Mobile Device Management utility. TPP Information Technology will provide limited support for personal devices approved to access company resources. Support is



limited to the Mobile Device Management utility and any other TPP- provided software. Users are responsible for:

1. Costs associated with wireless data plans, personal software purchases/licensing, replacement of lost device, repairs to damaged device.
2. Registering and maintaining device warranty.
3. Service/billing disputes with seller/wireless carrier.
4. Backing up all personal data.
5. Device troubleshooting with manufacturer or wireless carrier

TPP-provided mobile devices are supported by the TPP IT Department. Users are responsible for the following:

1. Costs associated with personal software purchases/licensing.
2. Backing up any personal data.

Users are required to notify the Service/Help Desk immediately in the event of a lost or stolen mobile device, or a device that is sold, given to another individual, sent for repair, or disposed of. Devices will be wiped remotely or reset in the following scenarios:

- Device is lost, stolen, changes custody, or believed to be compromised.
- User is found to be in violation of this policy.
- User no longer has a working relationship with TPP.
- User fails to authenticate successfully after an established number of attempts, in which case the device will be configured to automatically reset.

Users who connect personal devices through the corporate Mobile Device Management Utility recognize and understand that some functionality may be disabled to preserve the security and effective utilization of TPP IT Infrastructure. TPP retains the right to perform limited monitoring and take certain actions on personal mobile devices configured to access TPP data or systems.

TPP may monitor and/or block any activity when leveraging the corporate network as the conduit to the Internet (e.g. browsing the internet while connected to corporate Wi-Fi). TPP may monitor or inspect security configurations, Mobile Device Management (MDM) profiles, and operating system version/patch levels. TPP may block some devices if found to present risk to TPP data or systems.

TPP will perform a “selective wipe” of a device if lost or stolen, which will only remove company data.

TPP may leverage device location monitoring to aid in the recovery of lost or stolen devices. Users are prohibited from compromising, replacing, or significantly altering the operating systems of mobile devices (e.g. jailbreaking or rooting a smartphone or tablet). Devices that are found to have been inappropriately configured in this regard will be blocked from accessing the TPP environment.



Mobile devices with Wi-Fi capability should not be configured to connect automatically to unsecured wireless access points. Wi-Fi capabilities should be turned off when not in use. Mobile devices should not be configured to download Apps from Third Party marketplaces or other untrusted sources. Third party marketplaces circumvent screening and protections put in place by Operating System manufacturers and can be a source of mobile malware.

The Apple App store, Android Marketplace, BlackBerry App World and Windows App Store are examples of de facto platform marketplaces.

Direct downloads from websites or Third-Party marketplaces not endorsed by platform manufacturers should be avoided. Users are prohibited from inserting jump drives, flash drives or any peripheral devices whose origin is not trusted into TPP devices. Jump drives whose origin is known must be scanned by Antivirus/Antimalware utilities prior to use. Highly Confidential company data may not be stored on jump drives or flash drives without the use of encryption.

Users are prohibited from configuring devices to connect to assets not specifically sanctioned or supported by the Information Technology department. Users are prohibited from texting, emailing, surfing the internet, or other distracting activities while operating a motor vehicle. Users should leverage hands free calling capabilities while driving, in accordance with local laws and as necessary to ensure the safety of the user and others

MESSAGING (EMAIL, TEXT, SMS, INSTANT MESSAGE)

To limit capacity and email processing performance issues, do not use TPP corporate email accounts to sign up for non-work-related solicitations and notifications. The following rules are required by law and are to be strictly adhered to:

1. It is strictly prohibited to send or forward messages containing libelous, defamatory, offensive, racist or obscene remarks. If you receive message of this nature, users must promptly notify their supervisor.
2. Do not forge or attempt to forge messages.
3. Do not send messages using another person's account.
4. Do not disguise or attempt to disguise your identity when sending messages

Users should not transmit sensitive information via messaging systems, such as usernames, passwords, credit card information, and social security numbers. If it is necessary to send sensitive information via email, encryption must be used.

Users are prohibited from sending broadcast e-mails such as chain letters, advertisements that are for personal gain or use.

Users are prohibited from using personal email accounts (Gmail, Yahoo, AOL etc.) to conduct TPP business. Email accounts should only be publicized for TPP business use.

Users are Prohibited from Turning ON I Message in Town owned I Phones. This Feature must always remain **DISABLED**.

INTERNET USAGE



Users are prohibited from using public cloud or other third-party services not procured by TPP IT (such as Gmail, Google Docs, Dropbox) to store or transmit TPP Confidential or Highly Confidential data. Do not download unauthorized content, files or software from the Internet. Do not engage in personal Internet activity that interferes with normal business activities. Any personal use cannot:

- Be associated with for-profit outside business activity,
- Involve solicitation, or
- Impact the TPP brand identity

Do not engage in inappropriate or potentially harmful Internet or communications activities, including but not limited to:

- Posting or disclosing non-public TPP information on any publicly accessible Internet computer, bulletin board, chat room, blogs and social media sites.
- Clicking on pop-up links on social media and other websites.
- Participating in gambling activities.
- Using the Internet for unlawful or malicious activities.
- Accessing pornographic or other objectionable material.
- Using abusive or objectionable language or harassment.
- Violating trademark or copyright laws.
- Misrepresenting oneself or TPP.
- Engaging in other activities that could cause congestion and disruption of networks and systems, including the sending of chain messages.
- Responding to external inquiries when not authorized to do so (e.g. press inquiries, sales calls).

When using social media, disclosing TPP information or otherwise representing yourself as a TPP Employee is prohibited. Professional networking sites such as LinkedIn are acceptable, providing company information is not disclosed therein. Designated employees who manage TPP's social networking assets are exempt from this provision within the confines of TPP social media accounts

SOCIAL MEDIA, SOCIAL NETWORKING, AND BLOGGING

This document defines the social networking and social media procedure for the Town of Pembroke Park, the "Town". To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, Town departments may consider using social media tools to reach a broader audience. The Town encourages the use of social media to further the goals of the Town and the missions of its departments, where appropriate. The Town has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites. This procedure establishes guidelines for the use of social media.

PERSONAL USE



All Town employees may have personal social media accounts/blogs. These accounts/blogs should remain personal in nature and be used to share personal opinions or non-work-related information. Following this outline helps ensure a distinction between sharing personal and Town views.

Town employees must never use their Town e-mail in conjunction with any personal social media accounts/blogs.

The following guidance is for Town employees, who decide to have personal social media accounts/blogs or who decide to comment on posts about official Town business:

- Always state your name and, if relevant, role, when discussing Town business.
- Use a disclaimer such as: "The postings on this site are of my own and don't reflect or represent the opinions of the Town of Pembroke Park, for which I work."
- Always write in the first person and please consider that even anonymous postings on blogs/social media accounts can be traced.
- When participating in online communities, the employee should not misrepresent himself or any roll he/she may have within the Town.
- Think twice before posting. The employee is personally responsible for the content published on blogs, Wikipedia or any other form of user-generated media. Please remember that postings on the internet, even if removed/deleted by a user, are either permanently archived or could be saved as screen shots by other users, meaning that everything an employee publishes could be visible to the world permanently. Prior to publishing any post that could make a viewer uncomfortable, employees should review and reconsider that post. If the employee remains unsure and the post is related to the Town, the employee should speak with the Public Information Officer or Human Resources Department.
- Employees should not post comments on work-related legal matters unless he/she has received written legal approval by the Town to do so.
- The use of ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the Town's workplace is strictly prohibited. Proper consideration for the privacy of others and for topics that may be considered objectionable or inflammatory (like religion or politics) should be exercised.
- Personal grievances and/or comments that compromise or disrupt the efficient operation of the Administration or represent the Town in a negative light are discouraged.
- Employees must refrain from speech containing obscene or sexually graphic or explicit material, images, acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias.
- Employees should ensure that all Facebook, Linked-in, Twitter, Instagram or YouTube profiles and related content are consistent with how he/she wishes to present himself/herself with clients and colleagues.
- Do not create a link to the Town's website.
- Do not use the Town's Seal, logo, other intellectual property, or proprietary graphics, or any copyrighted materials.



Employees are responsible for what they post online. Employees who engage in blogging or social networking on the Internet should be mindful that their postings, even if done off premises and while off duty, could have an adverse effect on the Town's legitimate business interests.

REMOTE ACCESS

Any IT Resource used for remote access to TPP IT Resources that is not the property of TPP must be configured to comply with TPP Information Security Policies, Standards, and Procedures. Remote access to the TPP network may not be conducted with a personal or public (i.e. kiosk or internet café) computer. Outlook Web Access is excluded from this provision as it does not facilitate connectivity to the company network. Outlook Web Access should generally not be used on public or kiosk type computers as they may have malware installed.

See section entitled "Mobile Devices" for provisions specific to related devices

SOFTWARE

Peer to Peer File Sharing programs such as BitTorrent clients, Kazaa, LimeWire, Napster etc. are not permitted on IT Resources. Remote Control/Remote Administration software (e.g. PC Anywhere or Microsoft Remote Desktop Connection, Pocket PC) are not permitted to manage IT Resources, with the exception of those used in an official capacity by the Information Technology department to provide support and administration activities. Users are prohibited from installing Shareware/Freeware, or any software not licensed specifically to TPP.

PHYSICAL SECURITY AND UNATTENDED EQUIPMENT/INFORMATION

Users are responsible for the physical security of IT Resources provisioned to them. Portable devices such as laptops, phones, and tablets should not be left unsecured when left for extended periods, whether within TPP facilities or offsite. Portable devices should be physically locked in a cabinet or through use of a cable when left anywhere for extended periods. Portable devices should not be kept in the passenger compartment of cars but kept out of site and locked in the trunk.

Users staying in hotels should not depend on the security of the hotel room to protect a portable device. Devices left for extended periods should be cable locked or put into a hotel safe. When travelling by air, laptops should be identified with a luggage tag, taken as carry-on luggage whenever possible, and kept in constant contact aboard the aircraft or when in an airport.

Terminate active sessions when finished and secure the workstation or mobile device with an appropriate locking mechanism when leaving the system unattended (i.e. password protected screen saver). Maintain a clean and secure desk and/or work area to reduce the risks of information being inappropriately disclosed, used, altered or destroyed. Remove printouts and faxes from devices immediately. Dispose of documents labeled Confidential or Confidential/Proprietary in appropriate locked shred bins or shred them using a cross-cut type shredder.

SECURITY INCIDENTS



Users and management are required to report all security incidents or suspicious activity (viruses, intrusion attempts, system compromises, offensive emails, inadequate protection of sensitive data, phishing attacks) to the Service/Help Desk or the Information Security department (mpakula@townofpembrokepark.com) as soon as encountered.



DEFINITION OF TERMS

Anniversary Date – The calendar date on which any of the following occur: Completion of probationary period, Promotion or demotion to another position

Appointing Authority – The Town Commission or department heads who have the authority to appoint or remove employees under their jurisdiction.

Classification – A position or group of positions which involve a comparable level of duties and responsibilities and similar qualifications and is designated by a title indicative of the kind of work and for which the same pay range can be applied with reasonable equity.

Classification Plan – A thorough compilation of job descriptions which have been organized according to class.

Compensation – Wages, salaries, fees, allowances, and all other forms of valuable consideration or the amount of any one or more of them paid to an employee, by reason of service rendered in any position, but not including any allowances for expenses authorized and incurred as incidental to employment and which may be separately authorized and/or reimbursed.

Compensation Plan – A schedule of compensation established for each class of positions so that all positions of a given class shall be paid in the same pay range established for the class.

Data Information Assets – Any data, electronic file, record, printed material, message or communication, etc. This is to include ALL data residing in, accessed by, processed by, used, by, transmitted by or through, or generated by those information assets regardless of its medium, media, format, or storage device from its creation or inception through its disposal

Department Head – Employees of the Town designated to be head of a department.

Demotion – A change in employment status from a position of one class to a position of another class having a lower maximum pay rate than the original class.

Dismissal – Complete separation of an employee from the employment of the Town.

Employee – Any employee of the Town covered by the provisions of these rules and regulations.

(FLSA) Exempt Employment – Employees who are exempt from the overtime provisions under the definitions of the Fair Labor Standards Act (i.e. salaried employees).

Full Time Employee – An employee who has successfully completed the probationary period and who works 40 or more hours per week.

Hardware Information Assets – Any hardware, personal computer, server, workstation, network, router, switch, tape, CD, disk, mobile computing device (phones/smartphones/PDAs, tablets, jump drives/flash drives)

Information Technology (IT) Resources - Any of the following information assets, which are purchased by, owned by, leased to, contracted by, operated by, used by, or controlled by TPP regardless of media, form, or format.

Temporary Employee – Employee whose tenure is intended to be of limited duration (i.e., filling in for illness, vacations, summer months, maternity leave) and usually not to exceed six months in duration. Such employment may be either full or part time.



Job Description – A narrative statement describing the current duties, responsibilities, general requirements, and qualifications for a single position.

Layoff – Separation of a permanently appointed employee from a position in the personnel system because of the reduction on workload available, lack of funds by the Town, abolishment of the position after study, material alteration in the organization or for other related causes.

Overtime – Overtime is any hours worked in excess of the scheduled work hours.

Performance Evaluation – The periodic evaluation or appraisal of an employee's work performance.

Part-Time Employee – Any employee who works less than forty (40) hours per week.

Probationary Employee – An employee who has:

- Not completed the required probationary period; or
- Been placed into probationary status for cause.

Probationary Period – A working test period and an integral part of the evaluation, testing, and/or examination process during which the employee is required to demonstrate fitness for the position by satisfactory performance of the duties of the position and by satisfactory conduct and attendance as prior conditions to receiving permanent status. Initial probationary periods shall normally be one year for Fire Department personnel included in the collective bargaining unit and six months for all other employees. Employees placed on probation for cause may be placed into that status for durations determined by their department heads or the Town Commission.

Promotion – The upgrading of an employee from a position of one class to a position of another class which has a higher maximum pay rate.

Reclassification – The action taken to officially change an existing position to a different appropriate class because of a change in the duties, responsibilities, and/or requirements of the existing position, or because of a revision to the classification.

Resignation – The voluntary termination of employment by an employee.

Software Information Assets – Any software, program, business application, operating system, script, macro, service, voicemail system, Intranet/Extranet, etc.

Suspension – Enforced leave of absence, without pay, of an employee for disciplinary purposes or, with or without pay, as determined by the Town Commission, during the investigation of alleged misconduct of the employee.

Temporary employee – An employee employed for a period of up to 90 days, when permanent employment for the job to be performed is not anticipated.

Transfer – Change of an employee from one position to another.

Users - Users of IT Resources include company and affiliate employees, contractors, and consultants, and any other individual under TPP's control or influence, that directly accesses IT Resources.

Vacancy – A position established in a current budget as duly created and not currently occupied by an incumbent



ACKNOWLEDGMENT AND RECEIPT

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Town of Pembroke Park, and I understand that I should consult with the Department of Human Resources, or Town Manager regarding any questions not answered in the handbook. I have entered my employment relationship with Town of Pembroke Park voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or Town of Pembroke Park can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that no manager, supervisor, or representative of Town of Pembroke Park has any authority to enter into any agreement for employment other than at-will.

This manual and the policies and procedures contained herein supersede all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Town of Pembroke Park. By distributing this handbook, Town of Pembroke Park expressly revokes all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Town of Pembroke Park, and the Town reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. The Town Manager can adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Town of Pembroke Park is employment at-will, which may be terminated at the will of either Town of Pembroke Park or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Town of Pembroke Park or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date

RESOLUTION NO. 2020-123

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND ADOPTING THE TOWN OF PEMBROKE PERSONNEL MANUAL; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park's Personnel Manual (the "Manual") has not been updated since 1997; and

WHEREAS, the Town's Human Resources Department has updated the Town's Manual to be consistent with current human resources management practices and procedures; and

WHEREAS, the Town's Human Resources Department recommends adopting the attached revised and updated Personnel Manual.

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

Section 1: That the Town hereby approves and adopts the revised and updated Personnel Manual for the Town of Pembroke Park.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 14th day of October, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

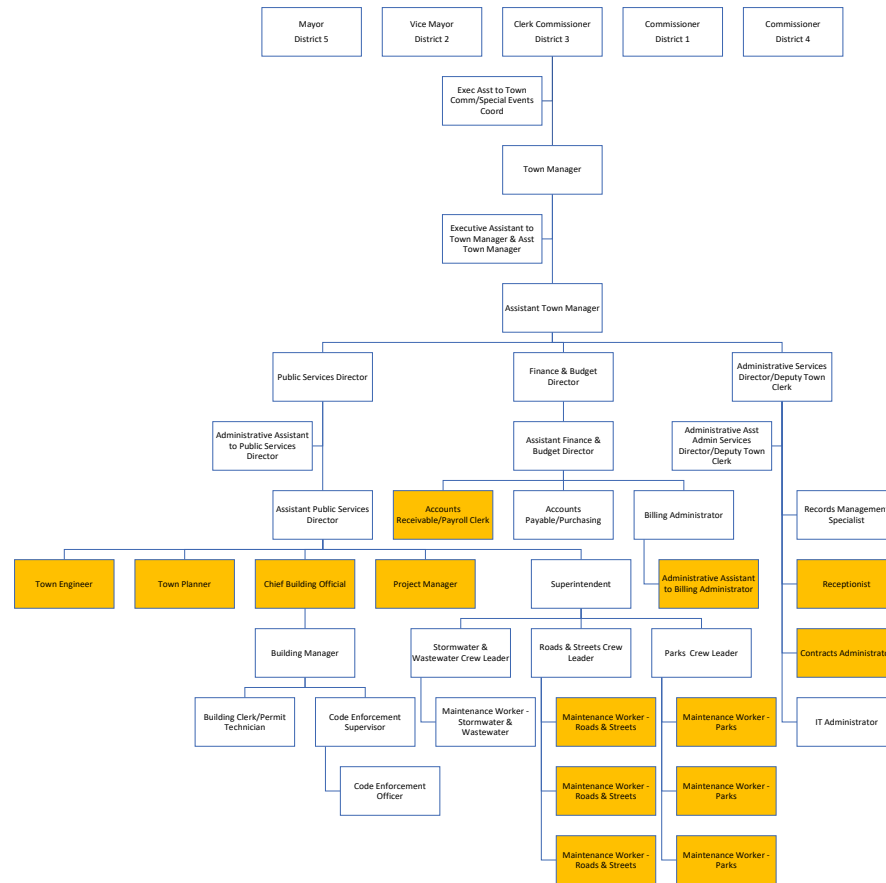
ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

Melissa P. Anderson
Town Attorney

Town of Pembroke Park Current Organizational Chart

Town of Pembroke Park is a Commission Form of Government

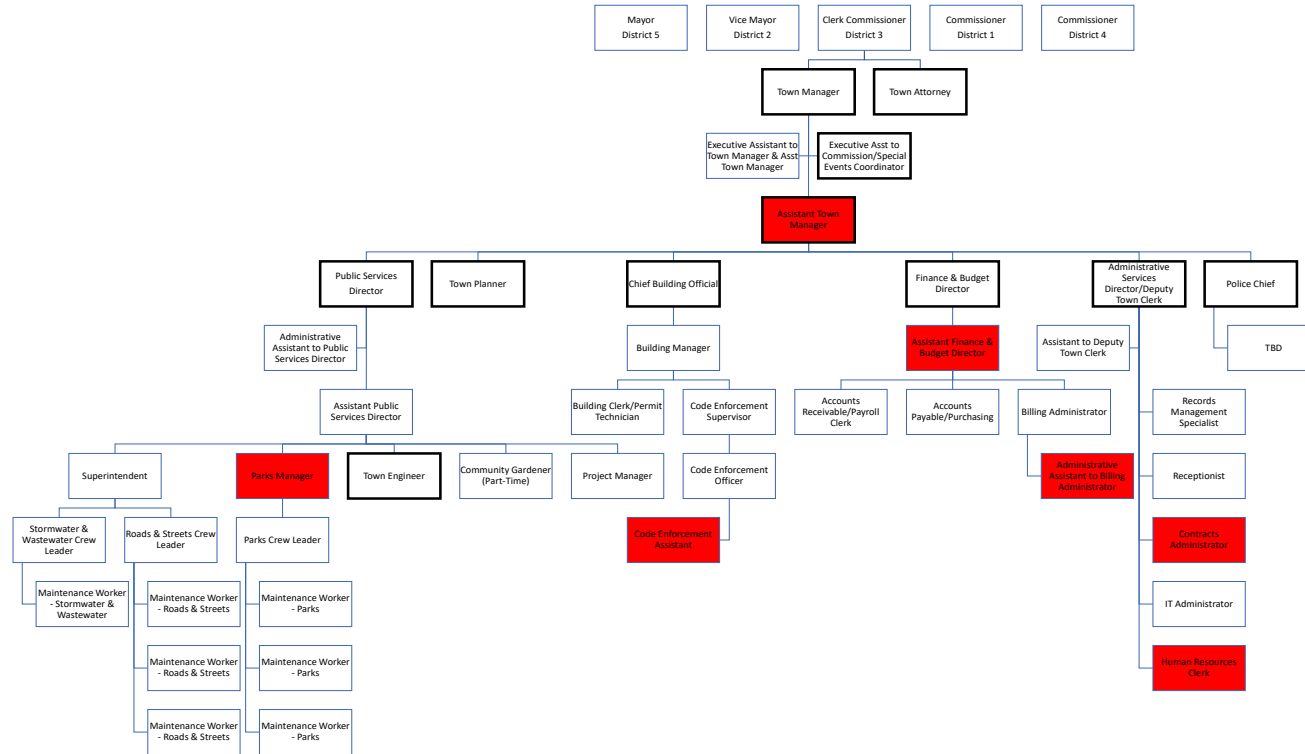


Dotted Line Reporting: describes the relationship between an employee and a secondary supervisor/leader that provides additional oversight and guidance to the employee in the execution of his/her work. The secondary supervisory/leader has some degree of influence, but the position officially reports to the other supervisor/leader directly. Dotted Line Reporting should serve as a professional relationship where all involved employees are able to share information in order to execute their various duties and assignments.

Town Mayor & Commission Dotted Line Reporting: Each Town of Pembroke Park Elected Official has a dotted line reporting structure with certain Department Heads/Directors for their specific area of focus. Refer to the Executive Summary for more information. Dotted Line Reporting for Employees: All employees that report directly to the Town Mayor & Commission have a dotted line reporting to the Town Manager, as all positions within the Town fall under the supervision and direction of the Town Manager. *It is important to note that the positions of Executive Assistant and Administrative Assistant are NOT higher ranking positions, but simply may show "above" in the org chart in comparison to other positions in order to accurately reflect the direct reporting structure.

Town of Pembroke Park Recommended Organizational Chart

Town of Pembroke Park is a Commission Form of Government
Presented 9/23/2020



Dotted Line Reporting: describes the relationship between an employee and a secondary supervisor/leader that provides additional oversight and guidance to the employee in the execution of his/her work. The secondary supervisory/leader has some degree of influence, but the position officially reports to the other supervisor/leader directly. Dotted Line Reporting should serve as a professional relationship where all involved employees are able to share information in order to execute their various duties and assignments.

Town Mayor & Commission Dotted Line Reporting: Each Town of Pembroke Park Elected Official has a dotted line reporting structure with certain Department Heads/Directors for their specific area of focus. Refer to the Executive Summary for more information. Dotted Line Reporting for Employees: All employees that report directly to the Town Mayor & Commission have a dotted line reporting to the Town Manager, as all positions within the Town fall under the supervision and direction of the Town Manager. *It is important to note that the positions of Executive Assistant and Administrative Assistant are NOT higher ranking positions, but simply may show "above" in the org chart in comparison to other positions in order to accurately reflect the direct reporting structure.

RESOLUTION NO. 2020-125

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND ADOPTING THE TOWN OF PEMBROKE PARK NEW ORGANIZATIONAL CHART; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town's Human Resources Department has updated the Town's organizational chart, as attached hereto, to reflect recent changes in Town personnel and the addition of an in-house Town Attorney; and

WHEREAS, the Town's Human Resources Department recommends adopting the new organizational chart.

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

Section 1: That the Town hereby approves and adopts the new organizational chart for the Town of Pembroke Park.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 14th day of October, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA P. ANDERSON
Town Attorney

Broward County Sheriffs Office					
Law Enforcement					
Fiscal Year 2018/2019					
Invoice	Description	Amount Invoiced	Amount Paid	Check Date	Check#
27099	BSO Law Enforcement October 2018	\$ 254,039.46	\$ 251,647.33	12/07/2018	60435
27100	BSO Law Enforcement November 2018	\$ 254,039.46	\$ 251,647.33	12/07/2018	60435
27243	BSO Law Enforcement December 2018	\$ 254,039.46	\$ 251,647.33	12/07/2018	60438
27462	BSO Law Enforcement January 2019	\$ 254,039.46	\$ 251,647.33	01/04/2019	60556
27704	BSO Law Enforcement February 2019	\$ 254,039.47	\$ 251,647.33	02/01/2019	60678
28000	BSO Law Enforcement March 2019	\$ 254,039.47	\$ 251,647.33	03/01/2019	60806
28247	BSO Law Enforcement April 2019	\$ 254,039.47	\$ 251,647.33	04/05/2019	60954
28498	BSO Law Enforcement May 2019	\$ 254,039.47	\$ 251,647.33	05/03/2019	61091
28756	BSO Law Enforcement June 2019	\$ 254,039.47	\$ 251,647.33	06/07/2019	61252
28956	BSO Law Enforcement July 2019	\$ 254,039.47	\$ 251,647.33	07/05/2019	61393
29306	BSO Law Enforcement August 2019	\$ 254,039.47	\$ 251,647.33	08/02/2019	61541
29649	BSO Law Enforcement September 2019	\$ 254,039.47	\$ 251,647.33	09/06/2019	61720
Total		\$ 3,048,473.60	\$ 3,019,767.96		
(Overpaid) / Due		\$ 28,705.64			

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312
954.831.8900 - www.sheriff.org



September 25, 2020

Mr. Harry Taubenfeld
Finance Director
Town of Pembroke Park
3150 S.W. 52nd Ave.
Pembroke Park, FL 33023

Re: Town of Pembroke Park Outstanding Balance

Dear Sir:

Thank you for your recent payments. Please be aware that there is still a remaining balance of \$28,705.56 which represents the below:

Invoice	Description	Invoice Amount	Amount Paid	Balance	Check#
27099	Police October 2018	\$ 254,039.46	\$ (251,647.33)	\$ 2,392.13	60435
27100	Police November 2018	\$ 254,039.46	\$ (251,647.33)	\$ 2,392.13	60435
27243	Police December 2018	\$ 254,039.46	\$ (251,647.33)	\$ 2,392.13	60438
27462	Police January 2019	\$ 254,039.46	\$ (251,647.33)	\$ 2,392.13	60556
27704	Police February 2019	\$ 254,039.46	\$ (251,647.33)	\$ 2,392.13	60678
28000	Police March 2019	\$ 254,039.46	\$ (251,647.33)	\$ 2,392.13	60806
28247	Police April 2019	\$ 254,039.46	\$ (251,647.33)	\$ 2,392.13	60954
28498	Police May 2019	\$ 254,039.46	\$ (251,647.33)	\$ 2,392.13	61091
28756	Police June 2019	\$ 254,039.46	\$ (251,647.33)	\$ 2,392.13	61252
28956	Police July 2019	\$ 254,039.46	\$ (251,647.33)	\$ 2,392.13	61393
29306	Police August 2019	\$ 254,039.46	\$ (251,647.33)	\$ 2,392.13	61541
29649	Police September 2019	\$ 254,039.46	\$ (251,647.33)	\$ 2,392.13	61720
				\$ 28,705.56	

If you have any questions, please feel free to call Erika Galvan at (954) 831-8382, erika_galvan@sheriff.org.

Sincerely,

A handwritten signature in black ink that reads "Heather Mitchell".

Heather Mitchell
Finance Director

HM/eg

**Town of Pembroke Park
Law Enforcement**

FY2019

General Ledger Code/Description		FY2016	FY2017	FY2018 Budget Adopted	FY2018 YTD 31-Aug	FY2019 Department Requested	FY2019 Town Manager Recommended	FY2019 Town Commission Adopted	Variance
001-520521-340001-00-0000	Contractual Services - Law Enforcement	2776184	2851752	2957611	2711144	3019768	3019768	3019768	2.10%
001-520521-520900-01-0000	LLETF - Explorer Program	9914	7170	10000	8952	10000	10000	10000	0.00%
001-520521-520900-04-0000	BSO - Traffic Enforcement	24528	17146	22000	5678	20000	20000	20000	-9.09%
001-520521-520900-07-0000	LLETF - Town Hall Security	0	5360	0	0	0	0	0	0.00%
001-520521-59999-00-0000	Miscellaneous Expenses	0	71208	0	0	0	0	0	0.00%
001-520521-640003-00-0000	Machinery & Equipment Law Enforcement	12673	0	0	0	0	0	0	0.00%
001-520521-640003-06-0000	LLETF Park Video Surveillance	0	24919	0	0	0	0	0	0.00%
TOTAL LAW ENFORCEMENT		2823299	2977555	2989611	2725774	3049768	3049768	3049768	2.01%

AP History Report **TOWN OF PEMBROKE PARK (1PBPF)**

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AP Code / Vendor			Product Type						
Type / Invoice # / Description			Tran Date	GL Date	Dsc Date	Due Date	Disc/Ded Amount	Original Amount	
VP / 10161 / Broward Sheriff's Office									
Invoice - 27099 / BROWARD SHERIFFS OFF			12/04/2018	12/07/2018	12/07/2018	12/07/2018	\$0.00	\$251,647.33	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1	Dir Exp		Law Enforcement October 2018	001520521340001000000		12/07/2018	1.0000	251,647.3300	251,647.33
Invoice - 27100 / BROWARD SHERIFFS OFF									
			12/04/2018	12/07/2018	12/07/2018	12/07/2018	\$0.00	\$251,647.33	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1	Dir Exp		Law Enforcement November 201	001520521340001000000		12/07/2018	1.0000	251,647.3300	251,647.33
Invoice - 27243 / BROWARD SHERIFF'S OF									
			12/04/2018	12/07/2018	12/07/2018	12/07/2018	\$0.00	\$251,647.33	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1	Dir Exp		Law Enforcement December 201	001520521340001000000		12/07/2018	1.0000	251,647.3300	251,647.33
Invoice - 27462 / BROWARD SHERIFF'S OF									
			01/02/2019	01/04/2019	01/04/2019	01/04/2019	\$0.00	\$251,647.33	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1	Dir Exp		Law Enforcement - Pembroke P	001520521340001000000		01/04/2019	1.0000	251,647.3300	251,647.33
Invoice - 27704 / BROWARD SHERIFF'S OF									
			01/31/2019	02/01/2019	02/01/2019	02/01/2019	\$0.00	\$251,647.33	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1	Dir Exp		Pembroke Park Police February	001520521340001000000		02/01/2019	1.0000	251,647.3300	251,647.33
Invoice - 28000 / BROWARD SHERIFF'S OF									
			02/26/2019	03/01/2019	03/01/2019	03/01/2019	\$0.00	\$251,647.33	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1	Dir Exp		Pembroke Park Police March 20	001520521340001000000		03/01/2019	1.0000	251,647.3300	251,647.33
Invoice - 28247 / BROWARD SHERIFF'S OF									
			04/02/2019	04/05/2019	04/05/2019	04/05/2019	\$0.00	\$251,647.33	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1	Dir Exp		Pembroke Park Police April 201	001520521340001000000		04/05/2019	1.0000	251,647.3300	251,647.33
Invoice - 28498 / BROWARD SHERIFF'S OF									
			05/01/2019	05/03/2019	05/03/2019	05/03/2019	\$0.00	\$251,647.33	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1	Dir Exp		Pembroke Park Police May 201	001520521340001000000		05/03/2019	1.0000	251,647.3300	251,647.33
Invoice - 28756 / BROWARD SHERIFF'S OF									
			06/04/2019	06/07/2019	06/07/2019	06/07/2019	\$0.00	\$251,647.33	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1	Dir Exp		Law Enforcement-Pembroke Par	001520521340001000000		06/07/2019	1.0000	251,647.3300	251,647.33
Invoice - 28956 / BROWARD SHERIFFS OFF									
			07/02/2019	07/05/2019	07/05/2019	07/05/2019	\$0.00	\$251,647.33	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1	Dir Exp		BSO Law Enforcement Police Ju	001520521340001000000		07/05/2019	1.0000	251,647.3300	251,647.33
Invoice - 29306 / BROWARD SHERIFFS OFF									
			07/31/2019	08/02/2019	08/02/2019	08/02/2019	\$0.00	\$251,647.33	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1	Dir Exp		Pembroke Park Police August 20	001520521340001000000		08/02/2019	1.0000	251,647.3300	251,647.33
Invoice - 29649 / BROWARD SHERIFF'S OF									
			09/05/2019	09/06/2019	09/06/2019	09/06/2019	\$0.00	\$251,647.33	

AP History Report **TOWN OF PEMBROKE PARK (1PBPF)**

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AP Code / Vendor			Product Type						
Type / Invoice # / Description			Tran Date	GL Date	Dsc Date	Due Date	Disc/Ded Amount	Original Amount	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1	Dir Exp		Pembroke Park Police Septembe	001520521340001000000		09/06/2019	1.0000	251,647.3300	251,647.33
Payment - 60435 /			12/07/2018	12/07/2018		12/07/2018		\$0.00	\$503,294.66
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000000201001000000		12/04/2018	1.0000	251,647.3300	251,647.33
2				000000201001000000		12/04/2018	1.0000	251,647.3300	251,647.33
Payment - 60438 /			12/07/2018	12/07/2018		12/07/2018		\$0.00	\$251,647.33
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000000201001000000		12/04/2018	1.0000	251,647.3300	251,647.33
Payment - 60556 /			01/04/2019	01/04/2019		01/04/2019		\$0.00	\$251,647.33
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000000201001000000		01/02/2019	1.0000	251,647.3300	251,647.33
Payment - 60678 /			02/01/2019	02/01/2019		02/01/2019		\$0.00	\$251,647.33
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000000201001000000		01/31/2019	1.0000	251,647.3300	251,647.33
Payment - 60806 /			03/01/2019	03/01/2019		03/01/2019		\$0.00	\$251,647.33
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000000201001000000		02/26/2019	1.0000	251,647.3300	251,647.33
Payment - 60954 /			04/05/2019	04/05/2019		04/05/2019		\$0.00	\$251,647.33
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000000201001000000		04/02/2019	1.0000	251,647.3300	251,647.33
Payment - 61091 /			05/03/2019	05/03/2019		05/03/2019		\$0.00	\$251,647.33
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000000201001000000		05/01/2019	1.0000	251,647.3300	251,647.33
Payment - 61252 /			06/07/2019	06/07/2019		06/07/2019		\$0.00	\$251,647.33
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000000201001000000		06/04/2019	1.0000	251,647.3300	251,647.33
Payment - 61393 /			07/05/2019	07/05/2019		07/05/2019		\$0.00	\$251,647.33
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000000201001000000		07/02/2019	1.0000	251,647.3300	251,647.33
Payment - 61541 /			08/02/2019	08/02/2019		08/02/2019		\$0.00	\$251,647.33
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000000201001000000		07/31/2019	1.0000	251,647.3300	251,647.33
Payment - 61720 /			09/06/2019	09/06/2019		09/06/2019		\$0.00	\$251,647.33

AP History Report **TOWN OF PEMBROKE PARK (1PBPF)**

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AP Code / Vendor				Product Type				
Type / Invoice # / Description				Tran Date	GL Date	Dsc Date	Due Date	Disc/Ded Amount
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost
1				000000201001000000			1.0000	251,647.3300
						09/05/2019		251,647.33

Totals For Vendor

VP / 10161 / Broward Sheriff's Office

Net Adjustment	\$0.00
Invoice	\$3,019,767.96
Payment	\$3,019,767.96

Grand Totals

Net Adjustment	\$0.00
Invoice	\$3,019,767.96
Payment	\$3,019,767.96
Unapplied Payment	\$0.00

Report Summary

Report Selection Criteria

Sort By: Vendor Number
Page Break: No
Report Type: Detailed
Vendor Status: All Vendors
Transaction Type: All Transactions
Group By AP Code: No

	Start	End
Vendor Number:	10161	10161
Vendor Name:	Start	End
Product Type:	Start	End
Date Range:	Custom	
Transaction Date Range:	10/01/2018	09/30/2019
AP Code:	Start	End

TOWN OF PEMBROKE PARK, FLORIDA

60435

60435

12/07/2018

10161

Broward Sheriff's Office

Customer Number: 00004127

Invoice	Inv Date	Original Invoice	Amount to Pay	DR/Disc	Net
27099	12/04/2018	\$251,647.33	\$251,647.33		\$251,647.33
27100	12/04/2018	\$251,647.33	\$251,647.33		\$251,647.33

TOTALS:

\$503,294.66

\$503,294.66

SECTION 2

CHECK REQUEST NO. FY 18/19

REQUEST DATE: 12/03/2018

DATE CHECK NEEDED: 12/07/2018

PURPOSE OF CHECK REQUEST: LAW ENFORCEMENT - CONTRACTUAL SERVICES

VENDOR: 10161/BSO (POLICE)

INVOICE #: 27099

PO#/DESCRIPTION: PEMBROKE PARK POLICE OCTOBER 2018

CHECK AMOUNT: \$251,647.33

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3

APPROVALS

Department Head	Date	Clerk Commissioner/Commissioner	Date
Town Manager	Date	Commission Approval Date	Date
Person Submitting Form	Date	Finance Department	Date
ACCOUNTS PAYABLE	12/03/2018		



Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

TOWN OF
NOV 5 2018
RECEIVED

INVOICE

Invoice: 00027099
Invoice Date: 10/1/2018
Page: 1 of 1

Bill To:

Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park FL 33023
United States

Customer No: 00004127
Payment Terms: Due Upon Receipt
Due Date: 10/1/2018

Please Remit To:

Broward County Sheriff's Office
Attn: Special Revenue Unit
PO Box 9507
Fort Lauderdale, FL 33310

AMOUNT DUE: 254,039.46

Include Invoice No. & Customer No. on check

Amount Remitted

For billing questions, please call: 954-831-8370

Original

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Pembroke Park/Police October 2018	1	EA	254,039.46	254,039.46
Subtotal:					254,039.46
AMOUNT DUE:					254,039.46

\$ 251,647.33

PAID
DEC 07 2018
BY:

PO#: _____
Date: _____

Town of Pembroke Park
Purchase Order Requisition/Check Request

PURCHASES OF ALL MERCHANDISE AND SERVICES IN EXCESS OF \$500 MUST BE APPROVED BY THE TOWN COMMISSION

SECTION 1

PURCHASE ORDER REQUISITION NO. _____ REQUISITION DATE _____
BIDS REQ'D: _____ RECEIVED: _____

PURPOSE OF PURCHASE: _____

VENDOR NAME/NUMBER: _____

DELIVERY DATE: _____ FREIGHT TERMS: _____

METHOD OF SHIPMENT: _____

PAYMENT TERMS: _____

PO AMOUNT: \$ _____

ACCOUNT NUMBER	QTY	ITEM DESCRIPTION	UNIT COST

SECTION 2

CHECK REQUEST NO. FY 18/19

REQUEST DATE: 12/03/2018

DATE CHECK NEEDED: 12/06/2018

PURPOSE OF CHECK REQUEST: LAW ENFORCEMENT – CONTRACTUAL SERVICES

BY: _____

VENDOR: 10161/B50 (POLICE)

INVOICE #: 27100

PO#/DESCRIPTION: PEMBROKE PARK POLICE NOVEMBER 2018

CHECK AMOUNT: \$251,647.33

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3

APPROVALS

Department Head	Date	Clerk Commissioner/Commissioner	Date
Town Manager	12/6/18	Commission Approval Date	1010118 (R)
Person Submitting Form	12/5/18	Finance Department	12-5-18
ACCOUNTS PAYABLE	12/03/2018		



Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

Pembroke Park
NOV 9 2018
TOWN OF

INVOICE

Invoice: 00027100
Invoice Date: 11/1/2018
Page: 1 of 1

Bill To:

Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park FL 33023
United States

Customer No: 00004127
Payment Terms: Due Upon Receipt
Due Date: 11/1/2018

Please Remit To:

Broward County Sheriff's Office
Attn: Special Revenue Unit
PO Box 9507
Fort Lauderdale, FL 33310

AMOUNT DUE: 254,039.46

Include Invoice No. & Customer No. on check

Amount Remitted

For billing questions, please call: 954-831-8370

Original

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Pembroke Park/Police November 2018	1	EA	254,039.46	254,039.46
Subtotal:					254,039.46
AMOUNT DUE:					254,839.46

PAID
DEC 07 2018
BY: _____

[Signature] \$ 251,647.33

TOWN OF PEMBROKE PARK, FLORIDA

60438

12/07/2018

60438

10161

Broward Sheriff's Office

Customer Number: 00004127

Invoice	Inv Date	Original Invoice	Amount to Pay	DR/Disc	Net
27243	12/04/2018	\$251,647.33	\$251,647.33		\$251,647.33

TOTALS:

\$251,647.33

\$251,647.33

SECTION 2

CHECK REQUEST NO. FY 18/19

REQUEST DATE: 12/03/2018

DATE CHECK NEEDED: 12/07/2018

PURPOSE OF CHECK REQUEST: LAW ENFORCEMENT – CONTRACTUAL SERVICES

VENDOR: 10161/BSO (POLICE)

INVOICE #: 27243

PO#/DESCRIPTION: PEMBROKE PARK POLICE DECEMBER 2018

CHECK AMOUNT: \$251,647.33

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3

APPROVALS

Department Head	Date	Clerk Commissioner/Commissioner	Date
Town Manager	12/6/18	Commission Approval Date	10/19/18
Person Submitting Form	12/5/18	Finance Department	12-5-18
ACCOUNTS PAYABLE	12/03/2018		



Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

INVOICE

Invoice: 00027243
Invoice Date: 12/1/2018
Page: 1 of 1

Bill To:

Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park FL 33023
United States

Customer No: 00004127
Payment Terms: Due Upon Receipt
Due Date: 12/1/2018

Please Remit To:

Broward County Sheriff's Office
Attn: Special Revenue Unit
PO Box 9507
Fort Lauderdale, FL 33310

AMOUNT DUE: 254,039.46

Include Invoice No. & Customer No. on check

Amount Remitted

For billing questions, please call: 954-831-8370

Original

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Pembroke Park/Police December 2018	1	EA	254,039.48	254,039.46

Subtotal: 254,039.46

AMOUNT DUE: 254,039.46

Approved
11/29/18
251,647.33

PAID
DEC 07 2018
BY: [signature]

TOWN OF PEMBROKE PARK, FLORIDA

60556

60556

01/04/2019

10161

Broward Sheriff's Office

Customer Number: 00004127

Invoice	Inv Date	Original Invoice	Amount to Pay	DR/Disc	Net
27462	01/02/2019	\$251,647.33	\$251,647.33		\$251,647.33

TOTALS:

\$251,647.33

\$251,647.33

SECTION 2

CHECK REQUEST NO. FY 18/19

REQUEST DATE: 01/02/2019

DATE CHECK NEEDED: 01/04/2019

PURPOSE OF CHECK REQUEST: LAW ENFORCEMENT – CONTRACTUAL SERVICES

VENDOR: 10161/BSO (POLICE)

INVOICE #: 27462

PO#/DESCRIPTION: PEMBROKE PARK POLICE JANUARY 2019

CHECK AMOUNT: \$251,647.33

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3

APPROVALS

Department Head 	Date 1/3/19	Clerk Commissioner/Commissioner	Date
Town Manager	Date	Commission Approval Date 10/19/18	Date
Person Submitting Form ACCOUNTS PAYABLE	Date 01/02/2019	Finance Department 	Date 1-3-19



Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

INVOICE

Invoice: 00027462
Invoice Date: 1/1/2019
Page: 1 of 1

Bill To:

Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park FL 33023
United States

Customer No: 00004127
Payment Terms: Due Upon Receipt
Due Date: 1/1/2019

Please Remit To:

Broward County Sheriff's Office
Attn: Special Revenue Unit
PO Box 9507
Fort Lauderdale, FL 33310

AMOUNT DUE: 254,039.46

Include Invoice No. & Customer No. on check

Amount Remitted

For billing questions, please call: 954-831-8370

Original

Line	Description	Quantity	UOM	Unit Amt	Net Amount
------	-------------	----------	-----	----------	------------

1	Pembroke Park/Police JANUARY 2019	1	EA	254,039.46	254,039.46
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Subtotal: 254,039.46

AMOUNT DUE: ~~254,039.46~~

251647.33

TOWN OF PEMBROKE PARK, FLORIDA

60678

60678

02/01/2019

10161

Broward Sheriff's Office

Customer Number: 00004127

Invoice	Inv Date	Original Invoice	Amount to Pay	DR/Disc	Net
27704	01/31/2019	\$251,647.33	\$251,647.33		\$251,647.33

TOTALS:

\$251,647.33

\$251,647.33

ITEM DESCRIPTION	UNIT COST

SECTION 2

CHECK REQUEST NO. FY 18/19

REQUEST DATE: 02/01/2019

DATE CHECK NEEDED: 02/01/2019

PURPOSE OF CHECK REQUEST: LAW ENFORCEMENT – CONTRACTUAL SERVICES

VENDOR: 10161/BSO (POLICE)

INVOICE #: 27704

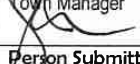
PO#/DESCRIPTION: PEMBROKE PARK POLICE FEBRUARY 2019

CHECK AMOUNT: \$251,647.33

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3

APPROVALS

Department Head		Date	2/1/19	Clerk Commissioner/Commissioner	Date
Town Manager		Date	2/1/19	Commission Approval Date	10/10/18
Person Submitting Form	ACCOUNTS PAYABLE	Date	01/30/2019	Finance Department	 1-31-19



Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

INVOICE

Invoice: 00027704
Invoice Date: 2/1/2019
Page: 1 of 1

Bill To:

Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park FL 33023
United States

Customer No: 00004127
Payment Terms: Due Upon Receipt
Due Date: 2/1/2019

Please Remit To:

Broward County Sheriff's Office
Attn: Special Revenue Unit
PO Box 9507
Fort Lauderdale, FL 33310

AMOUNT DUE: 254,039.47

Include Invoice No. & Customer No. on check

Amount Remitted

For billing questions, please call: 954-831-8370

Original

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Pembroke Park/Police February 2019	1	EA	254,039.47	254,039.47
Subtotal:					254,039.47
AMOUNT DUE:					254,039.47

\$ 251,647.33

PAID
FEB 03 2019

TOWN OF PEMBROKE PARK, FLORIDA

60806

03/01/2019

60806

10161

Broward Sheriff's Office

Customer Number: 00004127

Invoice	Inv Date	Original Invoice	Amount to Pay	DR/Disc	Net
28000	02/26/2019	\$251,647.33	\$251,647.33		\$251,647.33

TOTALS:

\$251,647.33

\$251,647.33

			UNIT COST

SECTION 2

CHECK REQUEST NO. FY 18/19

REQUEST DATE: 02/22/2019

DATE CHECK NEEDED: 03/01/2019

PURPOSE OF CHECK REQUEST: LAW ENFORCEMENT - CONTRACTUAL SERVICES

VENDOR: 10161/B50 (POLICE)

INVOICE #: 28000

PO#/DESCRIPTION: PEMBROKE PARK POLICE MARCH 2019

CHECK AMOUNT: \$251,647.33

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3

APPROVALS

Department Head	2/28/19	Date	Clerk Commissioner/Commissioner	Date
Town Manager	2/28/19	Date	Commission Approval Date	10/10/18 (R)
Person Submitting Form	02/22/2019	Date	Finance Department	2-27-19
ACCOUNTS PAYABLE				



Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

INVOICE

Invoice: 00028000
Invoice Date: 3/1/2019
Page: 1 of 1

Bill To:

Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park FL 33023
United States

Customer No: 00004127
Payment Terms: Due Upon Receipt
Due Date: 3/1/2019

Please Remit To:

Broward County Sheriff's Office
Attn: Special Revenue Unit
PO Box 9507
Fort Lauderdale, FL 33310

AMOUNT DUE: 254,039.47

Include Invoice No. & Customer No. on check

Amount Remitted

For billing questions, please call: 954-831-8370

Original

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Pembroke Park/Police March 2019	1	EA	254,039.47	254,039.47
Subtotal:					254,039.47
AMOUNT DUE:					254,039.47

251,647.33

PAID
BY:
MAR 1 2019

TOWN OF PEMBROKE PARK, FLORIDA

60954

60954

04/05/2019

10161

Broward Sheriff's Office

Customer Number: 00004127

Invoice	Inv Date	Original Invoice	Amount to Pay	DR/Disc	Net
28247	04/02/2019	\$251,647.33	\$251,647.33		\$251,647.33

TOTALS:

\$251,647.33

\$251,647.33

LINE	DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER

SECTION 2

CHECK REQUEST NO. FY 18/19

REQUEST DATE: 03/28/2019

DATE CHECK NEEDED: 04/05/2019

PURPOSE OF CHECK REQUEST: LAW ENFORCEMENT – CONTRACTUAL SERVICES

VENDOR: 10161/BSO (POLICE)

INVOICE #: 28247

PO#/DESCRIPTION: PEMBROKE PARK POLICE APRIL 2019

CHECK AMOUNT: \$251,647.33

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3

APPROVALS

Department Head	4/5/19	Date	Clerk Commissioner/Commissioner	Date
Town Manager	4/3/19	Date	Commission Approval Date	10/10/18
Person Submitting Form	03/28/2019	Date	Finance Department	4-3-19
ACCOUNTS PAYABLE				



Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

INVOICE

Invoice: 00028247
Invoice Date: 4/1/2019
Page: 1 of 1

Bill To:

Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park FL 33023
United States

Customer No: 00004127
Payment Terms: Due Upon Receipt
Due Date: 4/1/2019

Please Remit To:

Broward County Sheriff's Office
Attn: Special Revenue Unit
PO Box 9507
Fort Lauderdale, FL 33310

AMOUNT DUE: 254,039.47

Include Invoice No. & Customer No. on check

Amount Remitted

For billing questions, please call: 954-831-8370

Original

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Pembroke Park/Police April 2019	1	EA	254,039.47	254,039.47

Subtotal: 254,039.47

AMOUNT DUE: 254,039.47

251,647.33

PAID
APR 05 2019

TOWN OF PEMBROKE PARK, FLORIDA

61091

05/03/2019

61091

10161

Broward Sheriff's Office

Customer Number: 00004127

Invoice	Inv Date	Original Invoice	Amount to Pay	DR/Disc	Net
28498	05/01/2019	\$251,647.33	\$251,647.33		\$251,647.33

TOTALS:

\$251,647.33

\$251,647.33

			UNIT COST

SECTION 2

CHECK REQUEST NO. FY 18/19

REQUEST DATE: 04/25/2019

DATE CHECK NEEDED: 05/03/2019

PURPOSE OF CHECK REQUEST: LAW ENFORCEMENT – CONTRACTUAL SERVICES

VENDOR: 10161/BSO (POLICE)

INVOICE #: 28498

PO#/DESCRIPTION: PEMBROKE PARK POLICE MAY 2019

CHECK AMOUNT: \$251,647.33

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3

APPROVALS

Department Head	5/1/19	Date	Clerk Commissioner/Commissioner	Date
Town Manager	5/2/19	Date	Commission Approval Date	10/10/18 (2)
Person Submitting Form	04/25/2019	Date	Finance Department	5-3-19
ACCOUNTS PAYABLE				



Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

INVOICE

Invoice: 00028498
Invoice Date: 5/1/2019
Page: 1 of 1

Bill To:

Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park FL 33023
United States

Customer No: 00004127
Payment Terms: Due Upon Receipt
Due Date: 5/1/2019

Please Remit To:

Broward County Sheriff's Office
Attn: Special Revenue Unit
PO Box 9507
Fort Lauderdale, FL 33310

AMOUNT DUE: 254,039.47

Include Invoice No. & Customer No. on check

Amount Remitted

For billing questions, please call: 954-831-8370

Original

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Pembroke Park/Police May 2019	1	EA	254,039.47	254,039.47

Subtotal: 254,039.47

AMOUNT DUE: ~~254,039.47~~

251,647.33

PAID
MAY 02 2019

TOWN OF PEMBROKE PARK, FLORIDA

61252

61252

06/07/2019

10161

Broward Sheriff's Office

Customer Number: 00004127

Invoice	Inv Date	Original Invoice	Amount to Pay	DR/Disc	Net
28756	06/04/2019	\$251,647.33	\$251,647.33		\$251,647.33

TOTALS:

\$251,647.33

\$251,647.33

LINE DESCRIPTION	UNIT COST

PAID

SECTION 2

CHECK REQUEST NO. FY 18/19

JUN 07 2019

REQUEST DATE: 05/31/2019

DATE CHECK NEEDED: 06/07/2019

PURPOSE OF CHECK REQUEST: LAW ENFORCEMENT – CONTRACTUAL SERVICES

VENDOR: 10161/BSO (POLICE)

INVOICE #: ~~28498~~ 28756

PO#/DESCRIPTION: PEMBROKE PARK POLICE JUNE 2019

CHECK AMOUNT: \$251,647.33

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3

APPROVALS

Department Head	Date	Clerk Commissioner/Commissioner	Date
Town Manager	6/4/19	Commission Approval Date	October 10, 2018 (R)
Person Submitting Form	6/4/19	Finance Department	05/31/2019
ACCOUNTS PAYABLE	05/31/2019		6519



Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

INVOICE

Invoice: 00028756
Invoice Date: 6/1/2019
Page: 1 of 1

Bill To:

Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park FL 33023
United States

Customer No: 00004127
Payment Terms: Due Upon Receipt
Due Date: 6/1/2019

Please Remit To:

Broward County Sheriff's Office
Attn: Special Revenue Unit
PO Box 9507
Fort Lauderdale, FL 33310

AMOUNT DUE: 254,039.47

Include Invoice No. & Customer No. on check

Amount Remitted

For billing questions, please call: 954-831-8370

Original

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Pembroke Park/Police June 2019	1	EA	254,039.47	254,039.47

Subtotal: 254,039.47

AMOUNT DUE: ~~254,039.47~~

251,647.33

PAID
JUN 07 2019

TOWN OF PEMBROKE PARK, FLORIDA

61393

61393

07/05/2019

10161

Broward Sheriff's Office

Customer Number: 00004127

Invoice	Inv Date	Original Invoice	Amount to Pay	DR/Disc	Net
28956	07/02/2019	\$251,647.33	\$251,647.33		\$251,647.33

TOTALS:

\$251,647.33

\$251,647.33

			UNIT COST

SECTION 2

CHECK REQUEST NO. FY 18/19

REQUEST DATE: 06/28/2019

DATE CHECK NEEDED: 07/05/2019

PURPOSE OF CHECK REQUEST: LAW ENFORCEMENT – CONTRACTUAL SERVICES

VENDOR: 10161/BSO (POLICE)

INVOICE #: 28956

PO#/DESCRIPTION: PEMBROKE PARK POLICE JULY 2019

CHECK AMOUNT: \$251,647.33

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3**APPROVALS**

Department Head	9/3/19	Date	Clerk Commissioner/Commissioner	Date
Town Manager	7/2/19	Date	Commission Approval	Date
Person Submitting Form	06/28/2019	Date	Finance Department	Date
ACCOUNTS PAYABLE				



Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

INVOICE

Invoice: 00028956
Invoice Date: 7/1/2019
Page: 1 of 1

Bill To:

Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park FL 33023
United States

Customer No: 00004127
Payment Terms: Due Upon Receipt
Due Date: 7/1/2019

Please Remit To:

Broward County Sheriff's Office
Attn: Special Revenue Unit
PO Box 9507
Fort Lauderdale, FL 33310

AMOUNT DUE: 254,039.47

Include Invoice No. & Customer No. on check

Amount Remitted

For billing questions, please call: 954-831-8370

Original

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Pembroke Park/Police July 2019	1	EA	254,039.47	254,039.47

Subtotal: 254,039.47

AMOUNT DUE: 254,039.47

PAID
JUL 05 2019

251,647.33

TOWN OF PEMBROKE PARK, FLORIDA

61541

10161

Broward Sheriff's Office

Customer Number: 00004127

08/02/2019

61541

Invoice	Inv Date	Original Invoice	Amount to Pay	DR/Disc	Net
29306	07/31/2019	\$251,647.33	\$251,647.33		\$251,647.33

PAID

AUG 02 2019

TOTALS:

\$251,647.33

\$251,647.33

PAID

AUG 02 2019

SECTION 2

CHECK REQUEST NO. FY 18/19

REQUEST DATE: 07/29/2019

DATE CHECK NEEDED: 08/02/2019

PURPOSE OF CHECK REQUEST: LAW ENFORCEMENT – CONTRACTUAL SERVICES

VENDOR: 10161/BSO (POLICE)

INVOICE #: 29306

PO#/DESCRIPTION: PEMBROKE PARK POLICE AUGUST 2019

CHECK AMOUNT: \$251,647.33

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3

APPROVALS

Department Head	Date	Clerk Commissioner/Commissioner	Date
Town Manager	7/31/19	Commission Approval	Date
Person Submitting Form	7/31/19	October 10, 2018	
ACCOUNTS PAYABLE	07/29/2019	Finance Department	8-1-19



Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

INVOICE

Invoice: 00029306
Invoice Date: 8/1/2019
Page: 1 of 1

Bill To:

Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park FL 33023
United States

Customer No: 00004127
Payment Terms: Due Upon Receipt
Due Date: 8/1/2019

PAID

Please Remit To:

Broward County Sheriff's Office
Attn: Special Revenue Unit
PO Box 9507
Fort Lauderdale, FL 33310

AMOUNT DUE: AUG 02 2019 254,039.47

Include Invoice No. & Customer No. on check

Amount Remitted

For billing questions, please call: 954-831-8370

Original

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Pembroke Park/Police August 2019	1	EA	254,039.47	254,039.47
Subtotal:					254,039.47
AMOUNT DUE:					254,039.47

251,647.33

TOWN OF PEMBROKE PARK, FLORIDA

61720

61720

09/06/2019

10161

Broward Sheriff's Office

Customer Number: 00004127

Invoice	Inv Date	Original Invoice	Amount to Pay	DR/Disc	Net
29649	09/05/2019	\$251,647.33	\$251,647.33		\$251,647.33

TOTALS:

\$251,647.33

\$251,647.33

SECTION 2

CHECK REQUEST NO. FY 18/19

REQUEST DATE: 09/05/2019

DATE CHECK NEEDED: 09/06/2019

PURPOSE OF CHECK REQUEST: LAW ENFORCEMENT – CONTRACTUAL SERVICES

VENDOR: 10161/BSO (POLICE)

INVOICE #: 29649

PO#/DESCRIPTION: PEMBROKE PARK POLICE SEPTEMBER 2019

CHECK AMOUNT: \$251,647.33

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3

APPROVALS

Department Head	Date	Clerk Commissioner/Commissioner	Date
Town Manager	9/12/19	Commission Approval	Date
Person Submitting Form	9/12/19	October 10, 2018	
ACCOUNTS PAYABLE	09/05/2019	Finance Department	Date

PO#: _____
Date: _____

Town of Pembroke Park
Purchase Order Requisition/Check Request

PURCHASES OF ALL MERCHANDISE AND SERVICES IN EXCESS OF \$500 MUST BE APPROVED BY THE TOWN COMMISSION

SECTION 1

PURCHASE ORDER REQUISITION NO. _____ REQUISITION DATE _____

BIDS REQ'D: _____ RECEIVED: _____

PURPOSE OF PURCHASE: _____

VENDOR NAME/NUMBER: _____

DELIVERY DATE: _____ FREIGHT TERMS: _____

METHOD OF SHIPMENT: _____

PAYMENT TERMS: _____

PO AMOUNT: \$ _____

ACCOUNT NUMBER	QTY	ITEM DESCRIPTION	UNIT COST

SECTION 2

CHECK REQUEST NO. **FY 18/19**

REQUEST DATE: **09/05/2019**

DATE CHECK NEEDED: **09/06/2019**

PURPOSE OF CHECK REQUEST: **LAW ENFORCEMENT – CONTRACTUAL SERVICES**

VENDOR: **10161/BSO (POLICE)**

INVOICE #: **29649**

PO#/DESCRIPTION: **PEMBROKE PARK POLICE SEPTEMBER 2019**

CHECK AMOUNT: **\$251,647.33**

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
LAW ENFORCEMENT-CONTRACTUAL	1	251,647.33		001-520521-340001-00-0000

SECTION 3

APPROVALS

Department Head <i>[Signature]</i>	Date 09-05-2019	Clerk Commissioner/Commissioner	Date
Town Manager	Date	Commission Approval October 10, 2018	Date
Person Submitting Form ACCOUNTS PAYABLE	Date 09/05/2019	Finance Department <i>[Signature]</i> 9-6-19	Date



Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

INVOICE

Invoice: 00029649
Invoice Date: 9/1/2019
Page: 1 of 1

Bill To:

Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park FL 33023
United States

Customer No: 00004127
Payment Terms: Due Upon Receipt
Due Date: 9/1/2019

Please Remit To:

Broward County Sheriff's Office
Attn: Special Revenue Unit
PO Box 9507
Fort Lauderdale, FL 33310

AMOUNT DUE: 254,039.47

Include Invoice No. & Customer No. on check

Amount Remitted

For billing questions, please call: 954-831-8370

Original

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Pembroke Park/Police September 2019	1	EA	254,039.47	254,039.47

Subtotal: 254,039.47

AMOUNT DUE: ~~254,039.47~~

251,647.33

AGENDA ITEM REPORT



To: Commission
Subject: Plante Moran - Outstanding Invoice from 2018
Meeting: 09 09 2020 -DRAFT AGENDA REGULAR COMMISSION MEETING - September 9, 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

RECOMMENDATION:

Approve Payment of \$2,250 for work performed by Vendor

ATTACHMENTS:

[Plante Moran Outstanding Invoice](#)



Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018

INVOICE

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

Date: September 6, 2018
Client No: 112768
Invoice No: 1579257
Page: 1

For Professional Services Rendered

For Professional Services related to the Town's ERP System Selection project from July 11, 2018 through September 6, 2018, including: 2,250.00

Phase 0: Project Management

Scheduled and Moderated Project Status Meetings - \$225

Phase 3: ERP Solution Selection

Manage ERP Vendor Q&A During Pre-Proposal Due Date Timeframe -- \$1,800

Analyze Proposal - \$225

Balance Due \$ 2,250.00 USD

Remittance information:

Check:

Plante & Moran, PLLC
16060 Collections Center Drive
Chicago, IL 60693

Wire Transfer:

Bank
Routing/ABA#
Bank Address

Account Number
Account Name

Bank of America
026009593
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC

ACH:

Bank of America
071000039
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC



PO#: _____
Date: _____

Town of Pembroke Park
Purchase Order Requisition/Check Request

PURCHASES OF ALL MERCHANDISE AND SERVICES IN EXCESS OF \$500 MUST BE APPROVED BY THE TOWN COMMISSION

SECTION 1

PURCHASE ORDER REQUISITION NO. _____ REQUISITION DATE _____
BIDS REQ'D: _____ RECEIVED: _____

PURPOSE OF PURCHASE: _____

VENDOR NAME/NUMBER: _____

DELIVERY DATE: _____ FREIGHT TERMS: _____

METHOD OF SHIPMENT: _____

PAYMENT TERMS: _____

PO AMOUNT: \$ _____

INVOICE NUMBER	QTY	ITEM DESCRIPTION	UNIT COST

SECTION 2

REQUEST DATE: 11/26/2018

CHECK REQUEST NO. FY17/18

DATE CHECK NEEDED: 11/30/2018

PURPOSE OF CHECK REQUEST: FINANCE – CONTRACTUAL SERVICES

VENDOR: 69951/ PLANTE & MORAN PLLC

INVOICE #: 1579257

PO#/DESCRIPTION: PROFESSIONAL SERVICES RELATING TO THE TOWN'S

CHECK AMT: \$2,250.00

ERP SYSTEM SELECTION PROJECT FROM JULY 11 TO SEPTEMBER 6, 2018

GL FVE09/30/2018

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
FINANCE- CONTRACTUAL SVC		2,250.00		001-510513-340006-01-0000

APPROVALS

SECTION 3

Department Head <i>Mark R. Parker</i>	Date 10/4/2019	Clerk Commissioner/Commissioner	Date
Town Manager <i>Lynda Marie Litten</i>	Date 10/4/2019	Commission Approval Date	
Person Submitting Form ACCOUNTS PAYABLE	Date 11/26/2018	Finance Department <i>[Signature]</i>	Date 11-28-18

accountpay

From: Mark Pakula
Sent: Friday, October 04, 2019 10:11 AM
To: Finance Director; accountpay
Subject: Plant Moran Invoice

Hi it is ok to pay the last Plant Moran bill from September 6, 2018 number 1579257 for 2,250.00.
I went over the timeline for the work they are billing us for from that time and it is ok to pay.

Mark Pakula
Information Technology Director
3150 S.W. 52nd Ave
Pembroke Park, FL 33023
954-701-4345

mpakula@townofpembrokepark.com



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Cc: Bob Vitas; Natasha Joseph; Todd Larson; Finance Director
Subject: Re: Plante Moran September Invoice

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Network Techs
3150 SW 52nd Ave
Suite 210
Pembroke Park, FL 33023
954-701-4345

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Best Regards,
Christian Noel
Finance Department
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Tel: 954-966-4600, ext 237
Fax: 954-961-4760 Fax
Email: accountpay@townofpembrokepark.com

<image001.png>

From: Brian Pesis [<mailto:Brian.Pesis@plantemoran.com>]
Sent: Friday, September 07, 2018 9:40 AM
To: accountpay <accountpay@townofpembrokepark.com>
Cc: Mark Pakula <mpakula@townofpembrokepark.com>; Peter Kunen <pkunen@townofpembrokepark.com>
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Thanks,

Brian Pesis | Manager | Management Consulting

Plante Moran, 27400 Northwestern Highway, Southfield, MI 48034

Direct Dial: 248.223.3785 | Mobile: 248.802.4964 | Fax: 248.327.8707

Plante Moran | [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [Blogs](#)

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16060 Collections Center Drive
Chicago, IL 60693

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Bank
Routing/ABA#
Bank Address

Account Number
Account Name

Bank of America
026009593
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC

ACH:

Bank of America
071000039
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC



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PBPPOR-0201

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Fax: 954-961-4760 Fax
Email: accountpay@townofpembrokepark.com

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<Town of Pembroke Park - Plante Moran September 2018 Invoice (1579257).pdf>

AGENDA ITEM REPORT



To: Commission
Subject: Building Department - Surplus Corrective Action Needed
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Building
Staff Contact: Finance director, Finance & Budget Director



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 20-018

DATE: August 18, 2020
TO: Juan C. Jimenez, Town Manager
VIA: Harry Taubenfeld, Assistant Finance Director
FROM: Miguel A. Núñez, Building Official Miguel A. Nunez, CBO
RE: **BUILDING DEPARTMENT SURPLUS ANALYSIS.**

Digitally signed by Miguel A. Nunez, CBO
DN: cn=Miguel A. Nunez, CBO, o=Town of Pembroke
Park, ou=Building Department,
email=mnunez@townofpembrokepark.com, c=US
Date: 2020.08.19 14:29:06 -0400

At this time, I would like to present the Building Department analysis for the expected surplus on this FY 2020, and the proposed carry-out surplus in accordance with the attached, State Statutes (FS), 553.80.(7)(a).

Our analysis, consisted in the comparison of the last four (4) fiscal years where the Operational Budget, and the Actual Expenses, and later averaged for the above specified fiscal years, as follows:

Description	Fiscal Year				Total
	2019	2018	2017	2016	
Revenue	\$668,026	\$962,215	\$572,359	\$599,577	\$2,802,177
Expenses	\$438,946	\$462,326	\$453,510	\$553,226	\$1,908,008
Difference					\$894,169
4YR Operating Average					\$477,002
Surplus:		\$894,169 - \$477,002 =			\$417,167

Therefore, we recommend that from the above stated surplus and operating average, the following amounts be earmarked for the FY2021 for the following expected expenses:

Description	Cost/Expense	Total
Building Department Proposed Renovations	\$250,000	
Building Department Software and Equipment	\$75,000	
Building Department Unpaid Operational Expenses (Debt)	\$135,840	\$460,840

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/memos/2020/20-018.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/memos/2020/20-018.docx)

In conclusion. Is my opinion, that , by utilizing the above-mentioned funds for the proposed/associated items, we will be able to maintain compliance with the State Statutes, as noted above; and we will be able to maintain the current levels of permit fees, for the next Fiscal Year 2020/2021.

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

Respectfully submitted.

CC: Marlen Martell, Town Clerk
File

Attachment: FS 553.80(7)(a)

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/memos/2020/20-018.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/memos/2020/20-018.docx)

Select Year: 2019

The 2019 Florida Statutes

[Title XXXIII](#)
REGULATION OF TRADE, COMMERCE, INVESTMENTS,
AND SOLICITATIONS

[Chapter 553](#)
BUILDING CONSTRUCTION
STANDARDS

[View Entire
Chapter](#)

553.80 Enforcement.—

(1) Except as provided in paragraphs (a)-(g), each local government and each legally constituted enforcement district with statutory authority shall regulate building construction and, where authorized in the state agency's enabling legislation, each state agency shall enforce the Florida Building Code required by this part on all public or private buildings, structures, and facilities, unless such responsibility has been delegated to another unit of government pursuant to s. [553.79\(9\)](#).

(a) Construction regulations relating to correctional facilities under the jurisdiction of the Department of Corrections and the Department of Juvenile Justice are to be enforced exclusively by those departments.

(b) Construction regulations relating to elevator equipment under the jurisdiction of the Bureau of Elevators of the Department of Business and Professional Regulation shall be enforced exclusively by that department.

(c) In addition to the requirements of s. [553.79](#) and this section, facilities subject to the provisions of chapter 395 and parts II and VIII of chapter 400 shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of chapter 395 and parts II and VIII of chapter 400 and the certification requirements of the Federal Government. Facilities subject to the provisions of part IV of chapter 400 may have facility plans reviewed and shall have construction surveyed by the state agency authorized to do so under the requirements of part IV of chapter 400 and the certification requirements of the Federal Government.

(d) Building plans approved under s. [553.77\(3\)](#) and state-approved manufactured buildings, including buildings manufactured and assembled offsite and not intended for habitation, such as lawn storage buildings and storage sheds, are exempt from local code enforcing agency plan reviews except for provisions of the code relating to erection, assembly, or construction at the site. Erection, assembly, and construction at the site are subject to local permitting and inspections. Lawn storage buildings and storage sheds bearing the insignia of approval of the department are not subject to s. [553.842](#). Such buildings that do not exceed 400 square feet may be delivered and installed without need of a contractor's or specialty license.

(e) Construction regulations governing public schools, state universities, and Florida College System institutions shall be enforced as provided in subsection (6).

(f) The Florida Building Code as it pertains to toll collection facilities under the jurisdiction of the turnpike enterprise of the Department of Transportation shall be enforced exclusively by the turnpike enterprise.

(g) Construction regulations relating to secure mental health treatment facilities under the jurisdiction of the Department of Children and Families shall be enforced exclusively by the department in conjunction with the Agency for Health Care Administration's review authority under paragraph (c).

The governing bodies of local governments may provide a schedule of fees, as authorized by s. [125.56\(2\)](#) or s. [166.222](#) and this section, for the enforcement of the provisions of this part. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. The authority of state enforcing agencies to set fees for enforcement shall be derived from authority existing on July 1, 1998. However, nothing contained in this subsection shall operate to limit such agencies from adjusting their fee schedule in conformance with existing authority.

(2)(a) Any two or more counties or municipalities, or any combination thereof, may, in accordance with the provisions of chapter 163, governing interlocal agreements, form an enforcement district for the purpose of enforcing and administering the provisions of the Florida Building Code. Each district so formed shall be registered with the department on forms to be provided for that purpose. Nothing in this subsection shall be construed to supersede provisions of county charters which preempt municipal authorities respective to building codes.

(b) With respect to evaluation of design professionals' documents, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code and issue a permit, to reject design documents required by the code three or more times for failure to correct a code violation specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to chapter 120, the local government shall impose, each time after the third such review the plans are rejected for that code violation, a fee of four times the amount of the proportion of the permit fee attributed to plans review.

(c) With respect to inspections, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code, to conduct any inspection after an initial inspection and one subsequent reinspection of any project or activity for the same code violation specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to chapter 120, the local government shall impose a fee of four times the amount of the fee imposed for the initial inspection or first reinspection, whichever is greater, for each such subsequent reinspection.

(3)(a) Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

(b)1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building and inspection fees.

2. However, the exemptions under subparagraph 1. do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1.a., b., and c., shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

(4) When an enforcement district has been formed as provided herein, upon its registration with the department, it shall have the same authority and responsibility with respect to building codes as provided by this part for local governing bodies.

(5) State and regional agencies with special expertise in building code standards and licensing of contractors and design professionals shall provide support to local governments upon request.

(6) Notwithstanding any other law, state universities, Florida College System institutions, and public school districts shall be subject to enforcement of the Florida Building Code under this part.

(a)1. State universities, Florida College System institutions, or public school districts shall conduct plan review and construction inspections to enforce building code compliance for their building projects that are subject to the Florida Building Code. These entities must use personnel or contract providers appropriately certified under part XII of chapter 468 to perform the plan reviews and inspections required by the code. Under these arrangements,

the entities are not subject to local government permitting requirements, plans review, and inspection fees. State universities, Florida College System institutions, and public school districts are liable and responsible for all of their buildings, structures, and facilities. This paragraph does not limit the authority of the county, municipality, or code enforcement district to ensure that buildings, structures, and facilities owned by these entities comply with the Florida Building Code or to limit the authority and responsibility of the fire official to conduct firesafety inspections under chapter 633.

2. In order to enforce building code compliance independent of a county or municipality, a state university, Florida College System institution, or public school district may create a board of adjustment and appeal to which a substantially affected party may appeal an interpretation of the Florida Building Code which relates to a specific project. The decisions of this board, or, in its absence, the decision of the building code administrator, may be reviewed under s. [553.775](#).

(b) If a state university, Florida College System institution, or public school district elects to use a local government's code enforcement offices:

1. Fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts may not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

2. Counties and municipalities shall expedite building construction permitting, building plans review, and inspections of projects of state universities, Florida College System institutions, and public schools that are subject to the Florida Building Code according to guidelines established by the Florida Building Commission.

3. A party substantially affected by an interpretation of the Florida Building Code by the local government's code enforcement offices may appeal the interpretation to the local government's board of adjustment and appeal or to the commission under s. [553.775](#) if no local board exists. The decision of a local board is reviewable in accordance with s. [553.775](#).

(c) The Florida Building Commission and code enforcement jurisdictions shall consider balancing code criteria and enforcement to unique functions, where they occur, of research institutions by application of performance criteria in lieu of prescriptive criteria.

(d) School boards, Florida College System institution boards, and state universities may use annual facility maintenance permits to facilitate routine maintenance, emergency repairs, building refurbishment, and minor renovations of systems or equipment. The amount expended for maintenance projects may not exceed \$200,000 per project. A facility maintenance permit is valid for 1 year. A detailed log of alterations and inspections must be maintained and annually submitted to the building official. The building official retains the right to make inspections at the facility site as he or she considers necessary. Code compliance must be provided upon notification by the building official. If a pattern of code violations is found, the building official may withhold the issuance of future annual facility maintenance permits.

This part may not be construed to authorize counties, municipalities, or code enforcement districts to conduct any permitting, plans review, or inspections not covered by the Florida Building Code. Any actions by counties or municipalities not in compliance with this part may be appealed to the Florida Building Commission. The commission, upon a determination that actions not in compliance with this part have delayed permitting or construction, may suspend the authority of a county, municipality, or code enforcement district to enforce the Florida Building Code on the buildings, structures, or facilities of a state university, Florida College System institution, or public school district and provide for code enforcement at the expense of the state university, Florida College System institution, or public school district.

(7)(a) The governing bodies of local governments may provide a schedule of reasonable fees, as authorized by s. [125.56\(2\)](#) or s. [166.222](#) and this section, for enforcing this part. These fees, and any fines or investment earnings related to the fees, shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. When providing a schedule of reasonable fees, the total estimated annual revenue derived from fees, and the fines and investment earnings related to the fees, may not exceed the total estimated annual

costs of allowable activities. Any unexpended balances shall be carried forward to future years for allowable activities or shall be refunded at the discretion of the local government. A local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous 4 fiscal years. For purposes of this subsection, the term "operating budget" does not include reserve amounts. Any amount exceeding this limit must be used as authorized in subparagraph 2. However, a local government which established, as of January 1, 2019, a Building Inspections Fund Advisory Board consisting of five members from the construction stakeholder community and carries an unexpended balance in excess of the average of its operating budget for the previous 4 fiscal years may continue to carry such excess funds forward upon the recommendation of the advisory board. The basis for a fee structure for allowable activities shall relate to the level of service provided by the local government and shall include consideration for refunding fees due to reduced services based on services provided as prescribed by s. 553.791, but not provided by the local government. Fees charged shall be consistently applied.

1. As used in this subsection, the phrase "enforcing the Florida Building Code" includes the direct costs and reasonable indirect costs associated with review of building plans, building inspections, reinspections, and building permit processing; building code enforcement; and fire inspections associated with new construction. The phrase may also include training costs associated with the enforcement of the Florida Building Code and enforcement action pertaining to unlicensed contractor activity to the extent not funded by other user fees.

2. A local government must use any excess funds that it is prohibited from carrying forward to rebate and reduce fees.

3. The following activities may not be funded with fees adopted for enforcing the Florida Building Code:

- a. Planning and zoning or other general government activities.
- b. Inspections of public buildings for a reduced fee or no fee.
- c. Public information requests, community functions, boards, and any program not directly related to enforcement of the Florida Building Code.
- d. Enforcement and implementation of any other local ordinance, excluding validly adopted local amendments to the Florida Building Code and excluding any local ordinance directly related to enforcing the Florida Building Code as defined in subparagraph 1.

4. A local government shall use recognized management, accounting, and oversight practices to ensure that fees, fines, and investment earnings generated under this subsection are maintained and allocated or used solely for the purposes described in subparagraph 1.

5. The local enforcement agency, independent district, or special district may not require at any time, including at the time of application for a permit, the payment of any additional fees, charges, or expenses associated with:

- a. Providing proof of licensure pursuant to chapter 489;
- b. Recording or filing a license issued pursuant to this chapter;
- c. Providing, recording, or filing evidence of workers' compensation insurance coverage as required by chapter 440; or
- d. Charging surcharges or other similar fees not directly related to enforcing the Florida Building Code.

(b) By December 31, 2020, the governing body of a local government that provides a schedule of fees shall create a building permit and inspection utilization report and post the report on its website. The information in the report shall be derived from relevant information available in the most recently completed financial audit. After December 31, 2020, the governing body of a local government that provides a schedule of fees shall update its building permit and inspection utilization report before making any adjustments to the fee schedule. The report shall include:

1. Direct and indirect costs incurred by the local government to enforce the Florida Building Code, including costs related to:

- a. Personnel services costs, including salary and related employee benefit costs incurred by the local government to enforce the Florida Building Code.
- b. Operating expenditures and expenses.

2. Permit and inspection utilization information, including:
 - a. Number of building permit applications submitted.
 - b. Number of building permits issued or approved.
 - c. Number of building inspections and reinspections requested.
 - d. Number of building inspections and reinspections conducted.
 - e. Number of building inspections conducted by a private provider.
 - f. Number of audits conducted by the local government of private provider building inspections.
 - g. Number of personnel dedicated by the local government to enforce the Florida Building Code, issue building permits, and conduct inspections.
 - h. Other permissible activities for enforcing the Florida Building Code as described in subparagraph (a)1.
 3. Revenue information, including:
 - a. Revenue derived from fees pursuant to paragraph (a).
 - b. Revenue derived from fines pursuant to paragraph (a).
 - c. When applicable, investment earnings from the local government's investment of revenue derived from fees and fines pursuant to paragraph (a).
 - d. Balances carried forward by the local government pursuant to paragraph (a).
 - e. Balances refunded by the local government pursuant to paragraph (a).
 - f. Revenue derived from other sources, including local government general revenue.
- (c) The governing body of a local government that issues building permits may charge a person only one search fee, in an amount commensurate with the research and time costs incurred by the governing body, for identifying building permits for each unit or subunit assigned by the governing body to a particular tax parcel identification number.
- (8) The Department of Agriculture and Consumer Services is not subject to local government permitting requirements, plan review, or inspection fees for agricultural structures, such as equipment storage sheds and pole barns that are not used by the public.
- History.**—s. 11, ch. 74-167; s. 3, ch. 75-111; s. 5, ch. 77-365; s. 3, ch. 85-97; s. 805, ch. 97-103; ss. 50, 51, ch. 98-287; ss. 85, 86, ch. 2000-141; ss. 34, 35, ch. 2001-186; ss. 3, 4, ch. 2001-372; s. 87, ch. 2002-1; s. 27, ch. 2002-20; s. 12, ch. 2005-147; s. 64, ch. 2006-1; s. 15, ch. 2008-191; s. 37, ch. 2010-176; s. 127, ch. 2014-17; s. 276, ch. 2014-19; s. 23, ch. 2014-154; s. 21, ch. 2016-129; s. 10, ch. 2017-149; s. 7, ch. 2019-75; s. 3, ch. 2019-121.



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
Vice Mayor

Geoffrey Jacobs
Clerk-Commissioner

Reynold Dieuveille
Commissioner

Georgina Cohen
Commissioner

Christopher J. Ryan
Town Attorney

MEMO

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice-Mayor
Geoffrey Jacobs, Clerk-Commissioner
Reynold Dieuveille, Commissioner
Georgina Cohen, Commissioner
JC Jimenez, Town Manager

From: Myriam Jacques, Interim Public Services Director

Date: Wednesday, October 07, 2020

Re: SW 52nd Avenue Pipeline Repair – CIPP Installation
Increase Budget Approval and Recommendation

Background:

The Commission had approved to repair the damaged sewer line on SW 52nd Avenue for an amount not to exceed \$20,000. However, the recommended proposal from Ric-Man Construction FL, Inc. (Ric-Man) is \$200,464, just \$464 above the approved allocation. The sewer pipe has several pitting holes and has caused a sink hole on the street. This work needs to be done immediately.

We received quotes from three vendors for CCTV video inspection, clean and install CIPP lining in 265 LF of 10" VCP pipe including bypass pumping: Insituform Technologies, LLC, Lining Coating Solutions, LLC, and Ric-Man Construction FL, Inc.

Recommendation:

I (with the Town Engineer's professional) opinion am recommending that the job be awarded to Ric-Man even though Insituform Technologies has the lowest quote (\$19,600). Furthermore, their proposal does not include manual operation of any pumping, and removal of the root ball located inside the pipeline. The Town will be responsible to provide the manual pumping at an estimated minimum cost of \$748.

In addition, I am requesting that Ric-Man while mobilized on site be allowed to continue scanning the remaining of the sewer pipeline south to County Line Road to inspect the pipeline condition for an additional \$1.00 per square foot, not to exceed \$1,700. This is very cost effective and will save the Town money, since this will be done anyway at a later date to ensure the integrity of the sewer line.

Vendor Quotes (enclosed):

Company	Price	Rank
Lining Coating Solutions, LLC	\$26,422	3
Insituform Technologies, LLC	\$19,600 (+\$748)	1
Ric-Man Construction FL, Inc.	\$20,464	2



3899 Ulmerton Road
Suite N
Clearwater, FL 37622
Office: 1.888.345.5112
Fax: 662.893.0985
Mobile: 941.448.6572
CFC 143017

Date

August 27, 2020

Customer

The Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Myriam Jacques-Manager
Office: 954.966.4600-Ext 200
Mobile: 954.275.2350

Job Location

Please see job description

Dan Ortiz-Engineer
Office: 954.966.4600-Ext 220
Mobile: 954.547.0629

Dear Ms Jacques and Mr Ortiz

Thank you for allowing Lining & Coating Solutions, LLC, (LCS), the opportunity to serve the needs of the Town of Pembroke Park.

Please find job description(s) below.

Job Description

The Town of Pembroke Park is investigating their underground sanitary sewer piping and found there is heavy occlusion along with deterioration which is allowing water infiltration into the sanitary system.

Ms Jacques and Mr Ortiz had CCTV video inspection performed and sent those videos to LCS. LCS previewed the videos, along with performing a site visit.

Manhole to Manhole CCTV-hydro scrub-install CIPP lining: located on SW 52nd Avenue, approx. 265 LF of 10" VCP underground sanitary sewer piping.

Manhole to Manhole CCTV-hydro scrub-install CIPP lining: located in Lakeside Park Estates, approx. 158 LF of 8" VCP underground sanitary sewer piping.

Perform investigative CCTV video inspection of the remaining 10" VCP pipe, (approx. 1,700 LF) located on SW 52nd Avenue.

Phase I - CCTV video inspection

Contractor will perform a a CCTV video inspection of the pipe prior to commencing any work for discovery of any changes, etc. Contractor will conduct a final/post CIPP installation CCTV video inspection.

Contractor will provide a Flashdrive of the final CCTV video inspection. (Please allow 10 business days to receive).

Phase II – Hydro Scrub

As cleaning and preparation of the sanitary pipe are paramount to the correct installation of Cured in Place Pipe, (CIPP), Contractor will hydro scrub and clean each section of underground horizontal sanitary sewer piping. Contractor will perform a CCTV video inspection of the pipe once the pipe has been cleared of all occlusion and debris.

Phase III – Installation of Cured in Place Pipe, (CIPP)

Contractor will install CIPP into each section of the piping through air inversion. The CIPP lining material is a multi-stitched felt liner with a polypropylene coating which is then saturated with a thermosetting steam cured polyester resin. Each liner is approx. 10.0 mm thick and when cured, provides a smooth surface on the interior of the pipe to ensure no further deterioration of the piping while allowing debris to move unimpeded through the piping system.

The lining material is in compliance with ASTM F1216 which carries a minimum life design of 50 years.

All LCS tube material, resin system and all other materials and installation procedures conform to the following:

ASTM F-1216 Standard practice for the installation of Cured in Place Pipe, (CIPP) by inversion lining.

ASTM F-1743 Rehabilitation of existing pipelines and conduits by pulled in place installation of cured in place thermo setting resin pipe.

NSF/ANSI 14 Compliance by Uniform Plumbing Code, (UPC).

D 790-10 Standard test methods flexural properties of unreinforced and reinforced plastics and electrical insulating materials.

Flexural modulus of elasticity exceeds 250,000 PSI

Flexural exceeds 4,500 PSI

D 638-10 Standard test method for tensile properties of plastics.

Warranty

Lining Coating Solutions, LLC shall provide the customer with a 10 year manufactures warranty on the CIPP lining material and a 1 year warranty on workmanship.

Insurance

Please see attached Certificate of Insurance

Permits and Inspections

All applicable permits, meter fees, impact fees, city, county and any related fees shall be additional to this proposal.

Schedule

Normal work day starts @ 0800 AM, notwithstanding special customer needs or request.

Normal work day concludes at 4:30 PM notwithstanding any unforeseen circumstances.

Clean up

LCS technicians are very professional and will keep their work areas clean and ensure to restore the project area affected by the operations to a condition at least equal to that of existing prior to the work.

Exclusions

If pipe is found to be damaged beyond the point of repair through CIPP and needs to be replaced conventionally, there will be an additional charge for utility locate, excavating, new pipe, (possible dewatering), bypass pumping and if applicable, landscaping.

Contractor will conduct a meeting with the Owner to discuss the repair prior to commencement of any work.

Contractor will need access to water, either through hydrant or hose bibb.

Contractor will need access to electric.

Once an order has been placed for lining material, the order cannot be cancelled or returned, therefore, If any information provided to the Contractor by Customer regarding the underground piping, (size, locations, etc.) is incorrect and lining is ordered for the project, the Customer is responsible for the cost of the incorrect lining material, plus the cost of the new material.

All main line lining must be kept refrigerated. If the Customer delays the project and the Contractor must keep the lining material refrigerated, the Customer will be responsible for any additional charges relating to refrigeration subsequent to the delay in the project.

(Exclusions, cont'd)

1. If a pipe comes apart or is damaged **during** the cleaning process, LCS isn't responsible for any damages or cost to repair the broken pipe. The repair and cleanup cost will be done on a time & material basis
2. If camera, cleaning equipment, lining equipment, etc..... gets stuck in the line at any time due to bad pipe, hole in the pipe, a bad joint, etc.... excavation may be necessary to retrieve this equipment. This will be done on a time & material basis. Daily or hourly rates can be provided upon request.
3. LCS isn't responsible for sewer back-ups, floods, etc.... due to pipe breakage, line being stopped up during the cleaning process, debris introduced into the system by others, etc.... Once the final cleaning process gets started it is possible that a lot of scale, dirt, sand, grease, etc... will be introduced to the piping system, which will take time to be removed. If this material can't be removed from the piping system during the LCS' original cleaning budget, and additional time is required this will be done on time & material basis.
4. If stoppage occurs, LCS would need to access other clean outs or some type of opening in the piping system ASAP in order to limit the possible damage that could happen due to flooding. LCS will not be responsible for damages from flooding of any kind.
5. During the lining process, the liners are installed under pressure this could also cause damage to any pipe that is brittle. During the camera and cleaning process LCS will give their assessment of the existing pipe to the person in charge that can make financial decisions that would allow LCS to continue with their work on this project.
6. Removal of plumbing fixtures, P-traps, sanitary tees, etc.....if required by others. If LCS is required to do this scope of work it will be done on a time & material basis.
7. If containment areas are required they will be provided by others.
8. Demolition of walls, floors, and put back by others
9. If additional access other than what is originally agreed upon, is needed to enter the piping system by LCS in order to line or epoxy coat this work will be done by others, or on a time and material basis if LCS is required to do the work.
10. LCS would like a clear definition of how clean an area needs to be after they complete their scope of work.
11. LCS' goal is to help a contractor / owner in a bad situation concerning underground pipe that has deteriorated, has cracks, a hole in the pipe, pipe that has come apart, holes in fittings, etc.... LCS can do an inspection of the pipes to see if they are a candidate to being lined or epoxy coated. Even though the pipes are classified as a candidate, there is no guarantee the pipe will be able stand up to the pressure of being cleaned or lined. LCS will not be responsible if any pipe fails during any of the process' listed in these exclusions.

Signature: _____ Date: _____

Price

SW 52nd Avenue- CCTV video inspection, hydro scrub, clean and install CIPP lining in approx. 265 LF of 10" VCP pipe.

\$26,422.00-Includes by pass pumping.

*****Traffic control and cost of hydrant meter is responsibility of The Town of Pembroke Park.*****

Lakeside Park Estates-CCTV video inspection, hydro scrub, clean and install CIPP lining in approx. 158 LF of 8" VCP pipe.

\$18,219.00-if point repairs are needed to the installation of the CIPP lining, each point repair is \$3,522.00

CCTV video investigative work-up to 2,000 LF of 10" VCP pipe, \$4,926.00.

*****Water meter cost will be extra to this contract.*****

Terms

20% deposit required prior to mobilization. Work will be scheduled upon receipt of signed proposal and deposit.

Balance will be billed upon completion of work. Net 15.

Owner/Representative
The Town of Pembroke Park

Contractor
Lining & Coating Solutions, LLC

(Owner/Representative)

(LCS authorized signature)

Date_____

Date_____



Insituform Technologies, LLC is a subsidiary of Aegion Corporation

17988 Edison Avenue
Chesterfield, MO 63005
www.insituform.com

Kenny Boeh
Business Development Manager

Phone: (412) 310-8826
Fax: (813) 627-0006
Email: kboeh@aegion.com

9/8/2020

AAJA-Z2CY3X

Myriam Jacques, LEED AP
Public Services Assistant Director
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Public Services Department
MJacques@townofpembrokepark.com
www.TownofPembrokePark.com
((954) 966-4600, ext. 200
È (954) 275-2350

Re: Town of Pembroke Park 10 inch CIPP lining

Dear Myriam,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to **Town of Pembroke Park**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project.

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Clean and CCTV inspection of the pipe before the lining process with CCTV inspection after lining is complete as a deliverable.
4. Internal Reconnection of Service Laterals as directed by the customer.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions and during low tide.
2. Any changes or reductions to this scope post bid will be subject to a change in price.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Bid Items	Description	Unit of Measure	Quantity	Bid Unit Price	Total
1	Mobilization	LS	1	\$7,000.00	\$7,000.00
2	Cured-In-Place Pipe for 10" Dia. Gravity Sewer	LF	280	\$45.00	\$12,600.00
3.a.	Reconnect Service Connections	EA		\$125.00	
				TOTAL	\$19,600.00

*Note: Pricing based on the information provided at time of proposal.

EXCLUSIONS :

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Any and all Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence, turbidity barriers, cofferdams, dikes etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete cleaning/flushing and CIPP installation.
5. Any costs associated with obtaining water for cleaning/flushing and CIPP pipe installation.
6. Burial and/or ramping of discharge or bypass hose/pipe.
7. Major Traffic control setups, including police details, and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs of any kind.
10. Grouting of service lateral connections.
11. Any additional charges associated with the disposal of cure water.
12. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
13. Access (of ITLLC equipment and/or personnel) to all catch MH's/catch basins/culverts associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level at installation site.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.

19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based its Proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this Proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
3. Specific service connections will be reconnected only when written directions are received from the Customer. The Customer will indemnify and hold ITLLC harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Customer will externally reconnect the service at no cost to ITLLC.
4. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
5. payment: Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date payment is due. Should ITLLC incur costs or expenses to collect monies claimed due hereunder from Customer, Customer shall pay to ITLLC, in addition to all other sums due to ITLLC, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.
6. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
7. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
8. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing. If ITLLC crews are delayed on site for reasons beyond the control of ITLLC, then ITLLC's standby time will be invoiced to Customer at an hourly rate of **\$1,200** per hour.
9. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.

10. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
11. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC Shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
12. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
13. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal, and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,
Insituform Technologies, LLC.



Kenny Boeh
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____



3100 SW 15th Street
Deerfield Beach, Florida 33442
Office: (954) 426-1221
Fax: (954) 426-1226

October 1, 2020

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
ATT: Myriam Jacques & Daniel Ortiz
Sent via email to: mjacques@tppfl.gov and dortiz@tppfl.gov

RE: SW 52nd Avenue – Pembroke Park 10" sanitary sewer *revised proposal*

Dear Myriam and Daniel:

Ric-Man Construction FL, Inc. (RMCF) submits this revised proposal for the cleaning and Cured in Place lining of the 10" pipe on SW 52nd Avenue in Pembroke Park as per the following:

Items Included:

- CCTV inspection and cleaning of the pipe to be lined immediately prior to the installation of the liner
- Installation of a cured-in-place liner as per ASTM-F1216 standards
- A pre liner will be utilized to prevent any wash out of resin during the installation and curing process due to the heavy infiltration
- Post installation CCTV inspection of each liner installed
- Bypass pumping of up to a 4" pump and lay-flat hose discharge
- Traffic control consisting of standard signs and cones

Items Excluded:

- Any bonding
- Arrangements for an adequate water and water supply on site at no cost to RMCF
- Any bypassing required in excess of a 4" pump and lay-flat discharge hose
- Any excavated repairs that might be required
- Any permits

Ric-Man Construction FL, Inc. (RMCF) Proposal Clarifications:

- ~~It is assumed that there is an existing water leak that will be repaired to stop the excessive infiltration shown on the video prior to RMCF crews mobilizing to perform the work~~
- Liner sizing and pricing is based upon the video provided
- It is assumed that none of the lateral connections are to be reinstated. If laterals are to be reinstated, they will be billed for at the unit price provided.

R I C - M A N C O N S T R U C T I O N F L O R I D A , I N C .
An Equal Opportunity Employer



3100 SW 15th Street
Deerfield Beach, Florida 33442
Office: (954) 426-1221
Fax: (954) 426-1226

- RMCF crews will be installing the CIP liners utilizing a water installation and curing method. An adequate onsite water source will be required to be provided by the Prime Contractor. It is anticipated that the curing water will be released into the downstream pipe outlet once curing is complete, and is not being collected, transported, or treated by RMCF. The water released will exhibit traces of styrene as a result of the curing process
- RMCF billings for the CIP lining to be at the Lump Sum price proposed
- It is assumed that the condition of the pipe shown in the video provided has not deteriorated to the extent that the pipe would be unlineable
- This proposal is based on the acceptance of mutually agreeable terms and conditions
- This proposal is valid for 30 days

Proposal Pricing

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
1	Clean and CIPP of (approx.) 265' of 10" diameter sanitary sewer	LS	1	\$20,464.25	\$20,464.25
2	Reinstatement of lateral connections (if required)	EA	unknown	\$250.00	unknown

We thank you for the opportunity to submit this proposal and look forward to working with your firm on this project. If you have any questions or need further information, please do not hesitate to contact me.

Sincerely,
Ric-Man Construction FL, Inc.

Will Markey
Senior Project Manager

CC: Michael R Fischer; RMCF
Rafael Vega; RCMF

RESOLUTION NO. 2020-090

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A CODE OF CONDUCT FOR ELECTED AND APPOINTED TOWN OFFICIALS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is imperative that all elected and appointed officials of the Town, while exercising the duties of their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of the Town government; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to adopt a Code of Conduct to describe the manner in which elected and appointed officials should treat one another, Town staff, constituents and others they come in contact with while representing the Town of Pembroke Park.

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

Section 1: That the Town Commission hereby adopts the following Code of Conduct for elected and appointed Town officials, to wit:

“CONDUCT GUIDELINES”

The following Conduct Guidelines are designed to describe the manner in which elected and appointed Town officials should treat one another, Town staff, constituents, and others they come into contact with while representing the Town of Pembroke Park.

1. Elected and Appointed Officials’ Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all

cases, this common goal should be acknowledged even though individuals may not agree on every issue.

- (a) Honor the role of the chair in maintaining order.

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- (b) Practice civility and decorum in discussions and debate.

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not justify nor permit, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments about other officials, Town staff or members of the public.

- (c) Avoid personal comments that could offend other members.

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control and order during this discussion.

- (d) Demonstrate effective problem solving approaches.

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome to participate regarding matters that affect the community is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- (a) Be attentive to speakers and treat them with respect.

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

- (b) Be fair and equitable in allocating public hearing time to individual speakers.

The chair will determine and announce time limits on individual speakers at the start of the public hearing process.

- (c) Practice active listening.

It is disconcerting to speakers to have members who appear to be uninterested in a speaker's presentation when they are speaking. It is acceptable to review documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those expressions that could be interpreted as "smirking," disbelief, anger or boredom.

- (d) Maintain an open mind.

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials regarding the matter under consideration.

- (e) Ask for clarification, but avoid debate and argument with the public.

Only the chair – not individual members – is permitted to interrupt a speaker during a

presentation. However, a member may ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. Elected and Appointed Officials' Conduct with Town Staff

Governance of the Town relies on the cooperative efforts of elected officials, ~~who set policy,~~ appointed officials ~~who advise the Town Commission,~~ and Town staff ~~who implement and administer the Commission's policies.~~ Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- (a) Treat all Town staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Town staff or appointed officials is not acceptable and will not be tolerated.

- (b) Do not disrupt Town staff from their jobs.

Under a commission form of government, elected officials acting in their official capacity, will interact with staff. However, elected and appointed officials should not direct staff, nor should they interrupt staff and appointed officials should not disrupt Town staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to meet the official's individual needs. Elected and appointed officials should not attend Town staff meetings unless requested by staff. Even when the elected or appointed official does not say anything at a staff meeting, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

- (c) Never publicly criticize an individual employee.

Elected and appointed Town officials should never express concerns about the

performance of a Town employee in public, to the employee directly, or to the employee's supervisor. Comments about staff performance should only be made to the Town Manager through private correspondence or conversation.

- (d) Do not get involved in administrative functions.

Elected and appointed officials acting in their individual capacity must not attempt to influence Town staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, granting of Town licenses and permits or any other administrative functions.

- (e) Do not solicit political support from staff.

Elected and appointed officials must not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff. Town staff may, as private citizens with constitutional rights, support political candidates, but all such activities must be conducted away from the workplace.

4. Commission Conduct with appointed officials

The Town has established citizen Boards to assist in the operation of the Town and to allow for community input. Citizens who serve on Boards become more involved in government and serve as advisors to the Town Commission. They are a valuable resource to the Town's leadership and should be treated with appreciation and respect.

- (a) Commissioners attending Board meetings must be careful to only express personal opinions.

Commissioners may attend any Board meeting in the same manner as any member of the public. However, Commissioners should be sensitive to the fact that their participation – especially if it is on behalf of an individual, business owner or developer – could be viewed as

unfairly affecting the Board's decision making process. Any public comments by a Commissioner at a Board meeting should be clearly made as individual stating a personal opinion and not as a Commissioner representing the opinion of the entire Town Commission.

- (b) Limit contact with Board members to questions of clarification.

It is inappropriate for a Commissioner to contact a Board member to lobby on behalf of an individual, business owner, or developer, and vice versa. It is acceptable for Commissioners to contact Board members in order to clarify a position taken by the Board.

- (c) Respect that Boards serve the community, not individual Commissioners.

The Town Commission appoints individuals to serve on Boards, and it is the responsibility of the Boards to follow policy established by the Town Commission. Board members, however, do not report to individual Commissioners, nor should Commissioners feel they have the power or right to threaten Board members with removal from a Board if they disagree with a Commissioner about an issue. Appointment and re-appointment to a Board should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board appointment may not be used as a political "reward."

- (d) Be respectful of diverse opinions.

A primary role of Boards is to represent many points of view in the community and to provide the Town Commission with advice based on a full spectrum of concerns and perspectives. Commissioners may have a closer working relationship with some individuals serving on Boards, but Commissioner's must be fair and respectful of all citizens serving on Boards.

- (e) Keep political support away from public forums.

Board members may offer political support to a Commissioner, but not in a public forum while conducting official duties. Conversely, Commissioners may support Board members who are running for office, but not in an official forum in their capacity as a Commissioner.

IMPLEMENTATION

The Code of Conduct is intended to be self-enforcing and is an expression of the standards of conduct for elected and appointed officials expected by the Town. The Code of Conduct therefore becomes most effective when individuals are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for Town Commission, Town Manager, Town Clerk, applicants to Boards, and newly elected and appointed officials. Members entering office shall sign a statement acknowledging they have read and understand the Code of Conduct. In addition, the Code of Conduct shall be periodically reviewed by the Town Commission and updated as necessary.”

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this ____ day of August, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

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LAW OFFICES
RYAN & RYAN, LLC
THIRD FLOOR
700 EAST DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004-3090

ARCHIE J. RYAN III
TIMOTHY M. RYAN
CHRISTOPHER J. RYAN*
LIZA D. ROBLES
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County and Local
Government Lawyer

TELEPHONE 954.920.2921
FACSIMILE 954.921.1247

To: Ashira Mohammed, Mayor
Howard P. Clark, Jr., Vice-Mayor
Geoffery Jacobs, Clerk-Commissioner
Georgina Cohen, Commissioner
Reynold Dieuville, Commissioner
Juan C. Jimenez, Town Manager

From: Christopher J. Ryan *CJR*

Re: Proposed Town Attorney Ordinance

Date: August 19, 2020

Our File Number: 24799E

The Town has routinely contracted with individuals or law firms as outside counsel to provide legal services for the Town. The Town Commission has stated its intention to hire an attorney as a full time Town employee to serve as in-house legal counsel for the Town. There currently are not any provisions in the Town's governing documents related to the office of Town Attorney.

I recommend that the Town Commission adopt an ordinance establishing the office of Town Attorney and provide for the appointment, qualifications, compensation and duties and responsibilities for the Town Attorney. I have prepared the two attached ordinances and request the Town Commission to review and consider adopting either ordinance to establish the Town Attorney as a Town official.

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ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR THE ESTABLISHMENT OF THE OFFICE OF TOWN ATTORNEY, APPOINTMENT, QUALIFICATIONS, COMPENSATION AND DUTIES AND RESPONSIBILITIES OF THE TOWN ATTORNEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has regularly contracted with attorneys or law firms as independent contractors to serve as Town Attorney; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to hire an attorney as a full-time employee of the Town to provide legal services for the Town; and

WHEREAS, the Town Commission has determined it is appropriate to establish the office of the Town Attorney in the Pembroke Park Code of Ordinances to provide for the appointment, qualifications, compensation and duties and responsibilities for the Town Attorney.

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

Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered Section 2-100.1, which section reads as follows:

“Sec. 2-100.1 – Town Attorney; appointment; qualifications; compensation; duties and responsibilities.

The Town Commission shall appoint a Town Attorney who shall be the legal advisor to and attorney for the Town and all of its officers in matters relating to their official duties. The Town Attorney shall be a member in good standing of the Florida Bar, shall serve at the will of

the Town Commission, and shall receive compensation in an amount fixed by resolution of the Town Commission. The Town Attorney shall prosecute and defend all suits, complaints and controversies for and on behalf of the Town, unless otherwise directed by the Town Commission, and shall review all contracts, bonds, and other instruments in writing in which the Town is a party, and shall endorse upon each approval as to form and correctness. The Town Attorney shall furnish the Town Commission, the Town Manager or other municipal officials at the direction of the Town Commission, an opinion on any question of law relating to their respective powers and duties.”

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

Section 3: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED AND ADOPTED on First Reading this ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have approved
the form and correctness of this Ordinance

CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED _____

HOWARD P. CLARK, JR. _____

GEORGINA COHEN _____

GEOFFREY JACOBS _____

REYNOLD DIEUVEILLE _____

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR THE ESTABLISHMENT OF THE OFFICE OF TOWN ATTORNEY, APPOINTMENT, QUALIFICATIONS AND COMPENSATION; PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THE TOWN ATTORNEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has regularly contracted with attorneys or law firms as independent contractors to serve as Town Attorney; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to hire an attorney as a full-time employee of the Town to provide legal services for the Town; and

WHEREAS, the Town Commission has determined it is appropriate to establish the office of the Town Attorney in the Pembroke Park Code of Ordinances to provide for the appointment, qualifications, compensation and duties and responsibilities for the Town Attorney.

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

Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered Section 2-100.1, which section reads as follows:

“Sec. 2-100.1 – Town Attorney; appointment; qualifications; compensation.

The Town Commission shall appoint a Town Attorney who shall serve at the will of the Town Commission under such terms and conditions as it deems appropriate. The Town Attorney shall be a member in good standing of the Florida Bar with at least _____ years of experience

and practice in the courts of the State of Florida. The Town Attorney shall receive such compensation as the Town Commission may fix by resolution. Neither the Town Attorney nor any of his or her assistants shall receive any compensation in connection with the performance of the duties of the office other than the amounts paid directly by the Town for services rendered to the Town. The Town Commission may, by resolution, authorize one (1) or more special counsel to be retained for the purpose of performing such legal duties as may be prescribed by said resolution. Each such resolution shall further prescribe the compensation to be paid the special counsel.”

Section 2: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered Section 2-100.2, which section reads as follows:

“Sec. 2-100.2 – Duties and responsibilities.

The Town Attorney shall be the legal advisor to, and attorney and counselor for, the municipality and all of its officers in matters relating to their official duties, and in that capacity shall have the following authority:

- (1) To act as legal counsel and advisor to the Town Commission and Town Manager, as well as to Town departments, boards, and committees, and to provide legal opinions where warranted in the performance of such function.
- (2) To prepare or review ordinances, resolutions, contracts, and other legal instruments, and to approve as to form and legal sufficiency.
- (3) To file, prosecute or defend, for and on behalf of the Town, all complaints, suits, code violations, enforcement actions, offenses and controversies to which the Town is a party, or to which it is in the Town’s interests to become a party, before any court or

other tribunal; to file suit where expressly authorized by the Pembroke Park Code of Ordinances. The approval of the Town Commission shall be sought before filing suit, except where immediate action is warranted, in which case the Town Attorney, with the approval of the Town Manager, may act in the best interest of the Town, and will promptly notify the Town Commission of such legal action.

- (4) To file amicus curiae briefs or intervene in actions already pending on behalf of the Town where the Town Attorney determines that the Town has an interest in such proceedings and where such action is warranted to protect the Town's interests.
- (5) To represent or provide for the representation of Town officers and employees where required by law or where otherwise appropriate, and where such officers and employees are sued based on actions taken in their official capacities. This authority does not limit any right to indemnification as established elsewhere in this code.
- (6) To settle disputes and sign settlement agreements on behalf of the Town consistent with settlement authority as designated by applicable law or by resolution of the Town Commission unless such authority is provided to the Town Manager or another Town officer under the Town Charter, this code, or zoning code.
- (7) To attend and speak at meetings of the Town Commission or any Town board.
- (8) To interpret the Town Charter, this code, and zoning code on behalf of the Town.
- (9) To renumber or make corrections to ordinances, resolutions, this code and the zoning code where appropriate to address scrivener's and typographical errors, to delete provisions that have been superseded or preempted by applicable law, and to improve the format by moving provisions within and between the ordinances, resolutions and code.

- (10) To issue cease and desist letters in accordance with the provision of this code relating to cease and desist letters.
- (11) To act as parliamentarian and to make rulings on matter of parliamentary law.
- (12) To prosecute municipal ordinance violations, to coordinate with prosecutorial entities, and to name a Town Prosecutor to carry out those functions.
- (13) To exercise all other authority granted to the Town Attorney in the Town Charter, this code, and zoning code.”

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

Section 4: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

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

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

PASSED AND ADOPTED on First Reading this ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have approved
the form and correctness of this Ordinance

CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEORGINA COHEN	_____
GEOFFREY JACOBS	_____
REYNOLD DIEUVEILLE	_____

ORDINANCE NO. 2020-008B

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR THE ESTABLISHMENT OF THE OFFICE OF TOWN ATTORNEY, APPOINTMENT, QUALIFICATIONS AND COMPENSATION; PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THE TOWN ATTORNEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has regularly contracted with attorneys or law firms as independent contractors to serve as Town Attorney; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to hire an attorney as a full-time employee of the Town to provide legal services for the Town; and

WHEREAS, the Town Commission has determined it is appropriate to establish the office of the Town Attorney in the Pembroke Park Code of Ordinances to provide for the appointment, qualifications, compensation and duties and responsibilities for the Town Attorney.

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

Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered Section 2-100.1, which section reads as follows:

“Sec. 2-100.1 – Town Attorney; appointment; qualifications; compensation.

The Town Commission shall appoint a Town Attorney who shall serve at the will of the Town Commission under such terms and conditions as it deems appropriate. The Town Attorney

shall be a member in good standing of the Florida Bar with at least _____ years of experience and practice in the courts of the State of Florida. The Town Attorney shall receive such compensation as the Town Commission may fix by resolution. Neither the Town Attorney nor any of his or her assistants shall receive any compensation in connection with the performance of the duties of the office other than the amounts paid directly by the Town for services rendered to the Town. The Town Commission may, by resolution, authorize one (1) or more special counsel to be retained for the purpose of performing such legal duties as may be prescribed by said resolution. Each such resolution shall further prescribe the compensation to be paid the special counsel.”

Section 2: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered Section 2-100.2, which section reads as follows:

“Sec. 2-100.2 – Duties and responsibilities.

The Town Attorney shall be the legal advisor to, and attorney and counselor for, the municipality and all of its officers in matters relating to their official duties, and in that capacity shall have the following authority:

- (1) To act as legal counsel and advisor to the Town Commission and Town Manager, as well as to Town departments, boards, and committees, and to provide legal opinions where warranted in the performance of such function.
- (2) To prepare or review ordinances, resolutions, contracts, and other legal instruments, and to approve as to form and legal sufficiency.
- (3) To file, prosecute or defend, for and on behalf of the Town, all complaints, suits, code violations, enforcement actions, offenses and controversies to which the Town is a

party, or to which it is in the Town's interests to become a party, before any court or other tribunal; to file suit where expressly authorized by the Pembroke Park Code of Ordinances. The approval of the Town Commission shall be sought before filing suit, except where immediate action is warranted, in which case the Town Attorney, with the approval of the Town Manager, may act in the best interest of the Town, and will promptly notify the Town Commission of such legal action.

- (4) To file amicus curiae briefs or intervene in actions already pending on behalf of the Town where the Town Attorney determines that the Town has an interest in such proceedings and where such action is warranted to protect the Town's interests.
- (5) To represent or provide for the representation of Town officers and employees where required by law or where otherwise appropriate, and where such officers and employees are sued based on actions taken in their official capacities. This authority does not limit any right to indemnification as established elsewhere in this code.
- (6) To settle disputes and sign settlement agreements on behalf of the Town consistent with settlement authority as designated by applicable law or by resolution of the Town Commission unless such authority is provided to the Town Manager or another Town officer under the Town Charter, this code, or zoning code.
- (7) To attend and speak at meetings of the Town Commission or any Town board.
- (8) To interpret the Town Charter, this code, and zoning code on behalf of the Town.
- (9) To renumber or make corrections to ordinances, resolutions, this code and the zoning code where appropriate to address scrivener's and typographical errors, to delete provisions that have been superseded or preempted by applicable law, and to improve

the format by moving provisions within and between the ordinances, resolutions and code.

(10) To issue cease and desist letters in accordance with the provision of this code relating

to cease and desist letters.

(11) To act as parliamentarian and to make rulings on matter of parliamentary law.

(12) To prosecute municipal ordinance violations, to coordinate with prosecutorial entities,

and to name a Town Prosecutor to carry out those functions.

(13) To exercise all other authority granted to the Town Attorney in the Town Charter, this

code, and zoning code.”

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

Section 4: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions,

Town of Pembroke Park
Ordinance No. 2020-008B

in conflict herewith be and the same are hereby superseded to the extent of such conflict.

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

PASSED AND ADOPTED on First Reading this ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have approved
the form and correctness of this Ordinance

CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEORGINA COHEN	_____
GEOFFREY JACOBS	_____
REYNOLD DIEUVEILLE	_____

Town of Pembroke Park
Ordinance No. 2020-008B

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ORDINANCE NO. 2020-007

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

WHEREAS, Chapter 252.38, Florida Statutes, authorizes and encourages municipalities to create municipal emergency management programs, and that such programs shall coordinate their activities with those of the county emergency management agency; and

WHEREAS, Article VIII of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Town Commission desires to amend the code of ordinances to provide for comprehensive emergency management procedures; and

WHEREAS, the Town Commission finds that the proposed emergency management procedures in this ordinance are consistent with and subject to the applicable Broward County Emergency Management Plan pursuant to Section 252.38(2), Florida Statutes.

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

Section 1: That sections 2-101 through 2-106, of the Code of Ordinances, Town of
Pembroke Park, Florida, are hereby deleted in their entirety.

Section 2: That the Code of Ordinances of the Town of Pembroke Park, Florida, is
hereby amended by adding a section, to be numbered 2-101, which section reads as follows:

“Sec. 2-101. Intent and objectives.

Natural, technological and manmade disasters and other emergencies that occur in the
Town may threaten the life, health and safety of its people, damage and destroy property, disrupt
services and everyday business and recreational activities and impede economic growth and
development within the Town. A state of emergency may be declared in emergencies to activate
the emergency mitigation, response and recovery aspects of the state, local and interjurisdictional
emergency management plans. It is the intent of this article to designate the Mayor as the
authorized Town official to declare a state of emergency and to provide the Town Manager with
the authority to manage the event and expedite the recovery of the community affected by a
disaster or other emergency.”

Section 3: That the Code of Ordinances of the Town of Pembroke Park, Florida, is
hereby amended by adding a section, to be numbered 2-102, which section reads as follows:

“Sec. 2-102. Declaration of state of emergency based upon substantial harm.

(a) The purpose of the declaration of a state of emergency based upon substantial
harm is to meet the dangers presented to the Town and its people by emergencies pursuant to the
terms

of Chapter 252, Florida Statutes, whether such emergency is declared by the Mayor or the governor of the state.

(b) The Mayor, or the Vice Mayor, in the Mayor's absence, is designated the Town official that may declare that a state of emergency based upon substantial harm exists within the Town or any part or parts thereof pursuant to Section 252.38, Florida Statutes. The Mayor may declare that a state of emergency based upon substantial harm exists whenever the Mayor determines that:

(1) An emergency has been created by an occurrence whether natural, technological or manmade, that results in substantial injury or harm to the population or substantial damage to or loss of property; or

(2) An emergency has been created by an imminent threat of an occurrence, whether natural, technological or manmade, which may result in substantial injury or harm to the population or substantial damage to or loss of property.

(c) In the event of an emergency based upon substantial harm, the Town Manager shall take necessary steps for the protection of life and property and for the preservation of public peace and safety within the Town, whether such emergency is declared by the Mayor or the governor of the state. A declaration of a state of emergency based upon substantial harm, whether declared by the Town official pursuant to Section 252.38, Florida Statutes, or the governor pursuant to Section 252.36, Florida Statutes, shall activate the emergency plans to the extent applicable to the Town and the nature of the emergency.

(d) Upon declaration of a state of emergency based upon substantial harm, whether declared by the Mayor pursuant to Section 252.38, Florida Statutes, or the governor pursuant to Section 252.36, Florida Statutes, the following emergency measures apply:

(1) The Town Manager is authorized to order any appropriate emergency measures as set forth in section 2-105 of this article.

(2) If the declaration is made by the governor, the automatic tolling and extension of permits and other authorizations is effective within the geographic area for which the declaration applies as set forth in Section 252.363, Florida Statutes. Such tolling includes, but is not limited, to extensions of development orders and building permits. Nothing herein is intended to limit any requirement to maintain and secure property.

(e) A state of emergency based upon substantial harm declared by the Mayor pursuant to this section shall commence immediately upon the declaration of the emergency and shall terminate automatically after seven days. The Mayor may extend the duration of the state of emergency in increments of up to seven days. The Mayor may establish an early termination of the emergency period declared or extended by the Mayor.

(f) Nothing herein shall prohibit the concurrent declaration of a state of emergency based upon civil unrest pursuant to section 2-103 of this article.”

Section 4: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-103, which section reads as follows:

“Sec. 2-103. Declaration of state of emergency based upon civil unrest.

(a) The purpose of the declaration of a state of emergency based upon civil unrest is to protect citizens from a clear and present danger of violence pursuant to the terms of Sections 870.041-870.045, Florida Statutes.

(b) The Mayor, or the Vice Mayor, in the Mayor's absence, is designated the Town official that may declare that a state of emergency based upon civil unrest exists within the Town or any part or parts thereof whenever the Mayor determines that:

(1) There has been an act of violence or a flagrant and substantial defiance of or resistance to, a lawful exercise of public authority; and

(2) Partly on account thereof, there is reason to believe that there exists (i) a clear and present danger of a riot or other general public disorder, (ii) widespread disobedience of the law, and (iii) substantial injury to persons or to property, all of which constitutes an imminent threat to public peace or order and to the general welfare of the Town or a part or parts thereof.

(c) Upon a declaration of a state of emergency based upon civil unrest pursuant to this section, the following emergency measures apply:

(1) The automatic restrictions regarding guns, firearms and ammunition as set forth in Section 870.044, Florida Statutes, shall be effective throughout the entire Town.

(2) The Town Manager is authorized to order any appropriate emergency measures as set forth in section 2-105 of this article.

(d) A state of emergency based upon civil unrest declared pursuant to this section shall commence immediately upon the declaration of the emergency and shall terminate automatically after 72 hours. The Town Commission may extend the 72-hour time limit by an appropriate

resolution. If the Town Commission fails to extend the state of emergency, the state of emergency is terminated after 72 hours. Either the Mayor or the Town Commission may establish an early termination of any emergency period.

(e) Nothing herein shall prohibit the concurrent declaration of a state of emergency based upon substantial harm pursuant to section 2-102 of this article.”

Section 5: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-104, which section reads as follows:

“Sec. 2-104. Notice.

(a) Any emergency declaration or order issued under this article shall become effective immediately upon issuance and shall be reduced to writing as soon as practicable thereafter. Such emergency declaration and orders, upon being reduced to writing, shall state the nature of the emergency, the length of time such orders are to remain in effect, and shall call attention to the penalty for violation thereof. As soon as feasible after issuance, such emergency declaration and orders shall be filed in the office of the Town Clerk.

(b) As promptly as practical after issuance, such emergency declaration and orders shall be delivered to appropriate news media for publication and published by other appropriate means.

(c) The Town Manager shall report to the Town Commission on actions authorized and taken under the provisions of this chapter in response to a declared state of emergency

Section 6: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-105, which section reads as follows:

“Sec. 2-105. Discretionary emergency measures of the Town Manager.

(a) The powers set forth herein may be exercised by the Town Manager after a state of emergency has been declared by the Mayor as referenced in section 2-102 or section 2-103 of this article.

(b) Unless specifically limited by the declaration of the Mayor or the governor, as the case may be, said powers may be utilized and the Town Manager shall be authorized to issue, amend and rescind emergency orders in the interest of public safety and welfare, and, when appropriate or practicable, in coordination with the state and county, effective within the entire Town or within such geographical areas as may be designated by the Mayor. Said orders and powers include but are not limited to the following subjects:

(1) Governor's powers. Upon a declaration of a state of emergency by the governor based upon substantial harm as authorized pursuant to Section 252.36, Florida Statutes, and subject thereto, the Town Manager is authorized to act on behalf of the Town to effectuate and enforce said order of the governor, including, but not limited, to those emergency measures generally described as follows:

- a. To suspend provisions of regulatory statute and related ordinances;
- b. To utilize available state and Town resources;
- c. To direct and compel the evacuation of the population;

- d. To control ingress and egress to and from an emergency area and the movement and occupation by persons within the area;
- e. To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and combustibles;
- f. To make provision for temporary housing;
- g. To limit utility services;
- h. To establish a curfew; and
- i. To extend the hours of solid waste disposal.

(2) Statutory powers.

a. Upon a declaration of a state of emergency based upon substantial harm, whether declared by the Mayor pursuant to Section 252.38, Florida Statutes, or by the governor pursuant to Section 252.36, Florida Statutes, and subject thereto, the Town Manager is authorized to order the discretionary emergency measures authorized to the Town as set forth in Section 252.38(3), Florida Statutes. Such orders shall have the force and effect of law. The powers include but are not limited to those generally described as follows:

- 1. To request state assistance;
- 2. To invoke emergency-related mutual-aid assistance; and
- 3. To waive the procedures and formalities otherwise required by state or local law pertaining to the following:
 - Performance of public work;
 - Entering into contracts;

- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution of supplies, materials and facilities;
- and
- Appropriation and expenditure of public funds.

b. Upon a declaration of a state of emergency based upon civil unrest, the Town Manager is authorized to order the discretionary emergency measures during the period of the state of emergency as set forth in Section 870.045, Florida Statutes, and generally described as follows:

1. To establish curfew;
2. To prohibit sale or distribution of alcohol;
3. To prohibit possession of alcohol in a public place;
4. To authorize closing of certain public places;
5. To prohibit sale or transfer of gas or other flammable or combustible liquids;

and

6. To prohibit possession of portable containers of gas or other flammable or combustible liquids in a public place.

(3) Upon any declaration of a state of emergency, whether declared by the Mayor pursuant to Section 252.38, Florida Statutes, or Section 870.043, Florida Statutes, or by the governor pursuant to Section 252.36, Florida Statutes, and subject thereto, the Town Manager is

authorized to order discretionary emergency measures to suspend provisions of Pembroke Park

Code of Ordinances as follows:

- a. During the declared state of emergency, to require that portable signs, flags, and banners be removed during an emergency and providing for the circumstances for the aforesaid removal;
- b. To temporarily provide for the waiving of fees and deposits for Town services or applications for building permits, comprehensive plan amendments, or land development regulations or permits;
- c. During the declared state of emergency, to impose water or waste water use restrictions;
- d. To temporarily suspend purchasing requirements set forth in Chapter 2, Article V of Pembroke Park Code of Ordinances;
- e. To provide a grace period for the replacement of fencing, vegetation and/or visual barriers;
- f. To authorize temporary living quarters, including tents and recreational vehicles;
- g. To remedy the condition of private streets, roads, and roadways, and other private property pursuant to section 2-106 of this article;
- h. To issue emergency regulations necessary for the protection of life and property,

establishment of public order and control of adverse conditions affecting public welfare;

i. To provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency.

(4) Upon any declaration of a state of emergency, whether declared by the Mayor pursuant to Section 252.38, Florida Statutes, or Section 870.043, Florida Statutes, or by the governor pursuant to Section 252.36, Florida Statutes, and subject thereto, the Town Manager is authorized to waive the procedures and formalities otherwise required by Pembroke Park Code of Ordinances and administrative procedures as appropriate to expedite the recovery of the

community affected by a disaster or other emergency, including but not limited to those emergency measures generally described as follows:

a. To suspend or temporarily modify the personnel policies and procedures previously adopted by Town Commission;

b. To suspend or temporarily modify the administrative policies and procedures, including the purchasing manual.

c. The Town Manager is authorized to delegate such powers as he or she may deem prudent.

d. Nothing in this chapter shall be read to limit the authority of the Town Manager to take other emergency measures not set forth herein, including but not limited to abatement of any nuisance existing on public or private property.”

Section 7: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-106, which section reads as follows:

“Sec. 2-106. Clearing of debris from private streets, roads, and roadways, and other private property after a declared emergency or disaster.

(a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Debris means displaced, broken, or discarded building/construction materials, garbage, tree limbs, vegetative matter, spoiled or ruined household goods or materials, or dead animals. Private property means all property that is not owned or controlled by a governmental entity. Private streets, roads and roadways means the rights-of-way as well as the improved surface that

are not owned or controlled by a governmental entity and which provide access to residential and commercial areas.

(b) The Town may remove debris from private streets, roads, and roadways, and other private property when such debris is determined to be a public nuisance that poses an immediate threat and imperils the health, safety and welfare of the community. The Town Manager shall determine whether there is a sufficient immediate threat to the public health, safety, and welfare. The Town Commission may adopt a resolution setting forth standards to determine whether there is a sufficient immediate threat to the public health, safety, and welfare.

(c) Commercial or other specific areas will be cleared if, in the opinion of the Town Manager, the clearance will significantly and substantially aid the Town's recovery operations or significantly and substantially aid the health, safety, or welfare of the residents of the Town.

(d) Prior to the Town removing debris as contemplated herein from private property, when reasonably possible the Town Manager, or Town Manager's designee, shall contact the private property owner and have the property owner agree to indemnify and hold harmless to the maximum extent provided by law, the federal, state and local government and all contractors, employees, officers and agents of the Town, connected with the rendering of such service.

(e) Nothing herein shall preclude a first response by the Town to clear debris from all roadways (both public and private) as necessary for the movement of emergency vehicles including police, fire and ambulance within the first 72 hours after a declared emergency or a disaster.

(f) Nothing herein shall require the Town to remove debris from private property as defined above except where the severity of the situation is of such magnitude or the debris is so widespread that it is determined by the Town Commission to be a significant immediate serious threat to the health, safety and welfare of the Town and in the overriding public interest of the Town to remove debris from such areas.”

Section 8: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-107, which section reads as follows:

“Sec. 2-107. Penalty.

Any person, firm or corporation who violates any provision of this article or orders issued hereunder, for which another penalty is not specifically provided herein or required by law shall, upon conviction, be subject to such fine or imprisonment or both as provided by section 1-13 of Pembroke Park Code of Ordinances. Each day that a violation shall continue to exist shall constitute a separate offense.”

Section 9: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-108, which section reads as follows:

“Sec. 2-108. Immunity.

Elected and appointed officials, their designees, and all Town employees shall have immunity for any actions taken in accordance with this article and the Town retains its sovereign immunity for all actions taken relating to emergency preparedness, response and clean-up. The Town retains extensive sovereign immunity for actions taken during a state of emergency and does not waive any of its sovereign immunity in this article.”

Section 10: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences,

clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 11: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and

the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 12: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 13: That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading the ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading the __ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Ordinance

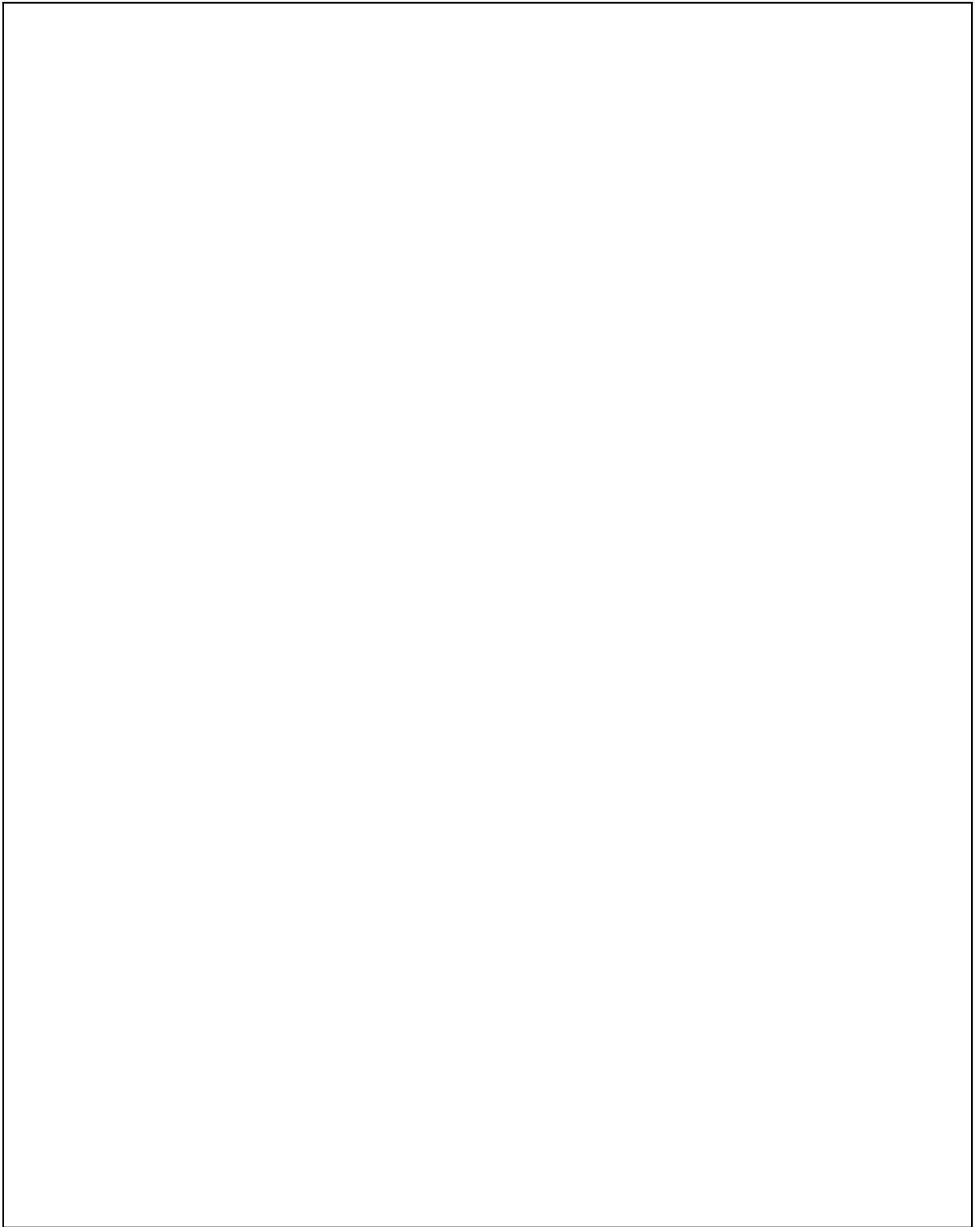
CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEORGINA COHEN	_____
GEOFFREY JACOBS	_____
REYNOLD DIEUVEILLE	_____

Town of Pembroke Park
Ordinance No. 2020-007

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ORDINANCE NO. 2020-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR ESTABLISHMENT OF POLICE DEPARTMENT, POLICE CHIEF, POWERS AND DUTIES OF POLICE OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission has directed that the Town establish an independent police department; and

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

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, Section 8, Pembroke Park Charter, grants the Town the authority to furnish police protection; and

WHEREAS, the Town Commission desires to have the Town police department and matters related thereto be incorporated in the Pembroke Park Code of Ordinances.

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

Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered Section 2-300, which section reads as follows:

“Sec. 2-300 – Creation of Police Department.

There is hereby established a “police department” of the Town of Pembroke Park.”

Section 2: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered Section 2-301, which section reads as follows:

“Sec. 2-301 – Police Department.

The Police Department shall be responsible for promoting the public safety of all residents of the Town through police protection. The department shall:

- (a) Comply with applicable national, state and local police safety standards and procedures.
- (b) Maintain all required licenses and certifications.
- (c) Enforce all applicable federal, state and local laws in providing for the protection of all residents.”

Section 3: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered Section 2-302, which section reads as follows:

“Sec. 2-302 – Chief of Police.

The Chief of Police shall be the principal law enforcement officer of the Town and administrative head of the Police Department. The Chief of Police shall be appointment by the Town Commission and the salary of the Chief of Police shall be fixed by resolution of the Town Commission. Subject to the supervision of the Town Manager, the Chief of Police shall administer the affairs of the Police Department that shall include the immediate direction and control of the police force and shall be responsible for the good order of the same.”

Section 4: That the Code of Ordinances of the Town of Pembroke Park, Florida, is

hereby amended by adding a section to be numbered Section 2-303, which section reads as follows:

“Sec. 2-303 – Powers and Duties of Police Officers.

Members of the Police Department shall have such duties and privileges properly belonging to such department. Police officers shall enforce the penal ordinances of the Town and Broward County and the state statutes, exercise arrest powers as authorized by state statutes, and exercise such other powers as provided by law. They shall be governed by applicable statutes, ordinances and departmental and civil services rules and regulations.”

Section 5: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 7: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 8: That this Ordinance shall be in force and take effect immediately upon its

passage and adoption.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have approved
the form and correctness of this Ordinance

CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEOFFREY JACOBS	_____
GEORGINA COHEN	_____
REYNOLD DIEUVEILLE	_____

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March 16-17, 2021

Tallahassee, FL

www.browarddays.com

Further information to come.

PREMIERE SPONSORS





Town of Pembroke Park

*19th Annual Thanksgiving
Basket Brigade*

Monday, November 23, 2020

4:00pm - 8:00pm

**3150 SW 52nd Avenue
Pembroke Park, FL 33023**



**Each family will receive a
giftcard for the purchase of the
Turkey and traditional food**

Residents of Pembroke Park (with Photo I.D.) can register by
November 22 at Town Hall

**For more information contact Joy at
(954) 966-4600 ext. 236**



Brought to you by the Town Commission:



THE FOOD FOREST vs. THE FOOD DESERT

Summer 2020

The first in a series of articles on this subject by Howard P. Clark, Jr., Vice Mayor of Pembroke Park

Something very special is happening in Pembroke Park. Something that sets us apart from every other municipality in Broward County, indeed in the entire State of Florida. In fact, it puts our little Town in a very exclusive group of communities in the entire United States. One of only about a half dozen.

What am I talking about?

We in Pembroke Park have established a "Food Forest" within the Town.

So what is a food forest and why is it important. Well, let me explain.

First, you need to know that the US Dept. of Agriculture has designated an area in Pembroke Park around 56th Avenue and some areas of Hallandale Beach Boulevard, 48th Avenue and County Line Road as a "Food Desert."

A Food desert is an area where the nearest grocery store is a mile or more away and it is in an area of low income.

I want to take this opportunity to thank Mayor Ashira Mohammed, Commissioner Rey Dieuveille, Clerk Commissioner Geoffrey Jacobs and Commissioner Gina Cohen for allowing me to establish a food forest to mitigate or eliminate the ill effects of having a portion of our town designated as a "food desert." Some common ill effects found in a Food desert: diabetes, obesity and malnutrition, to name a few. We are trying to help establish "food sustainability," "food stability" and "food security," especially in light of the new USDA rules affecting the SNAP program and other food programs and more recently the economic problems caused coronavirus pandemic.

We are doing this by establishing a food forest to provide the community with fruits and vegetables such as, Papayas, star fruit, collard greens, okra, tomatoes, beans, various leafy greens, and lots of other varieties of fruits and vegetables as they come into season.

As the Lead Commissioner for the Pembroke Park Food Forest and Community Garden, this project has become so much more than a job for me – it is my passion to work in the forest and garden and watch these plants and trees grow knowing that they will be able to provide so many of our needy residents, such as low income, the mentally challenged, children, and our veterans, with nutritious food that they might not otherwise have access to.

I am fortunate to be joined by a growing number of incredibly enthusiastic volunteers from our community! Both individual members of the Agro-Eco Gardens and Educational Center, and groups such as the Professional Firefighters Association of South Florida, Capoeira Maculele, Hands On Broward and Pembroke Park Church of Christ. I would like to take a moment and especially mention and thank Lavonne James, Paulette Walker, Brenda Hall and Myriam Jacques for all their hard work under a hot sun, countless hours and dedication to this incredibly important project.

Since November 2019, we have given out over 4000 lbs. of papayas. We have also given out great quantities of okra, star fruit and leafy greens and many others.

Located on 52nd avenue, the Community Garden and Food forest, sits on 5.6 acres of green space that the Town acquired through a grant from the Broward County Parks Acquisition Bond. It was designated as Ryan Park and lies next to the Oglesby Preserve which, by the way, now offers a scenic trail and exercise path. I encourage residents to come out and see the Pembroke Park Food Forest Orchard and Community Garden – lush and beautiful and now bursting with fruits, vegetables and herbs.

The goals and objectives of our project are multi-purposed: besides providing nutritious fruits and vegetables, the garden and food forest were established to honor the Town's origins as an agricultural community, and further, to provide a real hands on educational experience, as well as a unique agri-tourism destination that one can simply walk around in and enjoy.

The community garden is currently producing carrots, tomatoes, Chinese Bok Choy (a leafy green), marigolds, green onions, Malabar spinach, sweet potatoes, basil, purslane, green pepper, peppermint, spearmint, and chocolate mint, thyme, chives, chard, Everglades cherry tomatoes, purple collard trees and purple passion fruit – to name just some of the wonderful plants growing in the garden.

As we leave the community garden, we first come to the Circle of Palms where individuals and groups that have contributed to the garden or supported the Town in a significant way have a coconut palm tree planted in their honor complete with commemorative plaque: County Commissioner Barbara Sharif, the Professional Firefighters Association of South Florida, the 2018 Lake Forest Elementary School 5th Grade Class (which came out and planted trees in the Ryan Park), Capoeira Maculele (the originator of the Community Garden) and Pembroke Park Church of Christ, to name some of the honorees.

The Food forest has over 100 exotic fruit trees: various varieties of papaya trees, coconut palms, star fruit, banana, avocado, Japanese plum, jack fruit, Florida pistachio, macadamia nut, and mango and many others too numerous to name them all here.

Structurally, a Food forest consists of various levels: the Over Canopy which consists of pine and oak trees; the Under Story consisting of some of the taller fruit trees such as papaya, banana and palms; the Herbaceous Level which has bush like plants; the Ground Cover such as perennial peanut grass; the Root Zone – sweet potatoes and carrots for example; and, Vines – passion fruit vines.

What further sets us apart is the presence in our orchard of a burrowing owl family which is an endangered species. We are truly blessed by the arrival of the burrowing owl family. They joined the Pembroke Park community at our invitation. We set about to create a habitat for this endangered species because these owls were in the way of development of a vacant lot in our neighboring city of West Park. To do this right, we invited the Audubon Society to come out and help us build a nesting home for the owls. The funny part is that the owls came to the orchard and food forest and despite a perfectly pre-prepared nesting area we made for them, they picked their own spot!

In order to build and maintain something as intricate as a food forest and community garden, in addition to the many hours of physical labor, one needs people with expertise. We now have a staff member, Myriam Jacques, who was approved by the Town Commission to take classes and has now received the designation of Trainee Master Gardener – She took the classes on her own time. In addition, at my own expense, I have signed up for further education as well – to get a Permaculture Design Certificate.

No one in Pembroke Park should ever go hungry. Although, fruit and vegetables will be available to any resident of the Town, one of our main goals is to provide temporary assistance to “food security” challenged residents to help them through a difficult time – especially during this time of economic difficulty for so many due to the Covid-19 pandemic, but more about that later is article.

Last, I will mention that in the course of developing our food forest, we traveled to the Brown’s Mill Food forest in Atlanta Ga., to see how another city handles establishing a food forest. It was a tremendously rewarding experience where we shared and exchanged information with them to our mutual benefit. The food forest concept is a very new concept – which puts the little Town of Pembroke Park on the forefront of nutritional urban sustainability.

We are not just talking about eliminating the “food desert,” we are doing it! For example, as Mayor Mohammed had, even prior to the pandemic, organized food giveaways from time to time, on Saturday, March 22, 2020, she expanded this effort as the Town hosted the first in a series of regular weekly food giveaways at the Ryan Park.

Over 1600 residents from our town and from the surrounding communities drove by to receive bags of different kinds of food including fresh fruits and vegetables being distributed to them by the Mayor, myself, the other Commissioners and Town staff. Our thanks also for a great job by our Event Coordinator, Joy Brown and the tireless efforts of long time, loyal and dedicated resident, Lillie Ann Page.

The fresh food came from leafy greens and fruit grown in our developing food forest: the community garden and fruit tree orchard plus contributions from Feeding South Florida, Farm Share and others. One of the things that we learned from our Atlanta experience is that a community garden can't do it all by itself. To eliminate a "food desert," you have to marshal resources from various different elements: grocery store chains, local markets, the various groups that have organized to eliminate hunger and malnutrition that I have mentioned and a community garden. It is a blueprint for success!

And what a success it has been!

The food forest expands and continues to produce copious amounts of fruits and vegetables that are distributed to our residents. I am pleased to announce that bananas and sugar cane have been added to the food forest repertoire and are now being distributed to the public. In addition, the Town obtained a FRDAP grant from the state that will be used to construct a walkway through the food forest and provide some picnic tables so that visitors can wander through the Pembroke Park Food forest orchard, learn about the various exotic fruit trees there or relax and picnic as they enjoy this amazing place.

From the beginning of the pandemic lock down, when we didn't know when we would be able to go to the grocery stores safely again, the Mayor and your Commissioners stood on the front line with masks and gloves handing out food to those in need.

It has now been over three months since the Town has been conducting the Saturday food giveaways, providing food to thousands of needy families each week. This effort, spearheaded by Mayor Ashira Mohammed and myself as your Vice Mayor along with the full support of Commissioner Ray Dieuveille, Clerk Commissioner Geoffery Jacobs and Commissioner Gina Cohen, has not only addressed the dire circumstance of families in need as a result of the Covid Crisis, but it demonstrated that we can, and we did, bring about the elimination of our "food desert." And I would like to take this opportunity to thank all of them and the many city employee and other volunteers who have supported this effort and worked so hard. The Mayor and I are especially appreciative of Commissioners Dieuveille and Jacobs, who came out and volunteered at the food giveaways almost every week. I know that I speak for the Mayor and the other Commissioners when I say that it is gratifying indeed, both as a person and as a local elected official, to be able help people in their time of need – to know that our little Town of Pembroke Park is capable of doing so much to help so many not just from Pembroke Park, but people from the surrounding communities as well.

As I have said, in order to successfully fight hunger and malnutrition many elements must be brought together: The Pembroke Park Food forest, supported by the Mayor and Commission and working with Feeding South Florida, Farm Share and so many other organizations and volunteers, has played an integral part of that fight, the fight to eliminate the food desert. And we did it.

No one should ever go hungry in the United States of America and no one will go hungry in Pembroke Park.

Awarded and Recommended Funding (or Grants) for Projects

As of October 8, 2020



No.	Project Title	Requested Amount	Grant	Town Share	Funding Source	Status/Issues
1	Town Hall Shed Roofing	12,850		12,850		contractor to correct punch list items
2	Town Hall Entrance Canopy	1,900		1,900	Town	Installed on 10/06/20
3	Preserve ADA Compliant Restroom (1st Amendment to the Agreement)	105,440	61,508	43,932	CDBG 45th Year	ITB solicitation underway; met with Koinonia to discuss easement rights; may proceed with septic tank design instead, or move project to the south to connect to Broward County Public School lift station; met with BCPS on site 10/06; this location seems feasible; next is request from BCPS
4a	SW 25th Street Stormwater Project (design: \$151,028; \$37,757)	151,028	151,028	37,757	HMGP, Design	received executed contract from HMGP; RFP underway
4b	SW 25th Street Stormwater Improvements	1,075,115			Surtax	Deferred for next cycle
5	Wind Retrofit/Generator Town Hall Hardening	684,750	482,344	160,782	HMGP	received executed contract from HMGP; RFP underway
6a	John P. Lyons Lane Stormwater Improvements (design: \$84,131; \$28,043)	112,175	84,131	28,044	HMGP, Design	received executed contract from HMGP; RFP underway
6b	John P. Lyons Lane Stormwater Improvements	100,000	100,000	-71,956	Legislative	vetoed by Governor
6c	John P. Lyons Lane Stormwater Improvements	250,000	pending	0	FDEP, Design & Construction	application submitted Aug 27
7	Agro-Eco Linear Pathway and Picnic Area	65,000	50,000	15,000	FRDAP	waiting for executed agreement

Awarded and Recommended Funding (or Grants) for Projects

As of October 8, 2020



No.	Project Title	Requested Amount	Grant	Town Share	Funding Source	Status/Issues
8	County Line Stormwater Connection (design \$90,000)	750,000	750,000	0	Surtax	Approved; awaiting ILA from Surtax; funding scheduled for March 2021; 08/20 met with F. Soar to discuss ROW for pipe and sidewalk; Mr. Soar is requesting compensation for land and has concerned about giving addtl 38ft to BC; met with QT 09/11 with same request, pending response ; Attorneys to discuss rescheduling request to coincide sidewalk project (#10) with this project
9	52nd Avenue Complete Streets (design \$144,000)	1,200,000	1,200,000	0	Surtax	Approved; awaiting ILA from Surtax; funding scheduled for March 2021
10	Bike Lanes, and Sidewalks Improvement Project (design \$30,000)	250,000	250,000	0	Surtax	Approved; awaiting ILA from Surtax; funding scheduled for March 2021
11	SW 52nd Avenue and South Park Rd Sidewalks, Bike Lanes and Drainage	3,146,242	3,146,242	0	MPO-CSLIP	under CSLIP review; 08/27 submitted revised typical and cost estimate
12	Preserve Additional Lighting	99,512	63,240	35,591	CDBG 46th Year	08/04 presented to County Commission meeting; waiting for approval letter
13	Canopy Extension at Ryan's Park				Town	received several quotes: \$48,252; \$36,720; \$25,500; on hold; may be integrated with
14	Electronic Pallet Jack	may not be eligible				Costs: \$9,630 and \$10,858; on hold
15a	SW 30th Avenue Stormwater Improvement Design	188,000		188,000	Town	need RFP
15b	SW 30th Avenue Sanitary Sewer Improvement Design	57,000	pending	57,000	FDEP Design & Construction	application submitted Aug 27
16	Town Septic to Sewer Project	2,750,000	pending	250,000	FDEP Design & Construction	application submitted Aug 27

Awarded and Recommended Funding (or Grants) for Projects

As of October 8, 2020



No.	Project Title	Requested Amount	Grant	Town Share	Funding Source	Status/Issues
17	Educational Center, Staging Area (Canopy), and Parking Resurfacing at the Agro-Eco Gardens & Centers	1,100,000	pending	Preserve Land Value	FDACS	application submitted on 09/28 to build an educational center, staging area (canopy), and parking resurfacing at the Agro-Eco Gardens & Centers
18	Town Complete Sewer System	TBD	TBD	TBD	TBD	install sewer stub-outs in order to connect to all properties throughout Town
19	Public Works Storage Bays at Town Hall	TBD		TBD	Town	conceptual design underway
Maintenance Contracts to be Renewed or Advertised						
1	Elevator - Otis Elevators					Renewed
2	Air Conditioning - from Capital Air to Southeast Mechanical					Awarded
3	Cleaning - Kelly Janitorial Services					Renewed
4	Fleet Services - State or County Contract					contacted FirstVehicle for potential fleet contract