



AGENDA

SPECIAL COMMISSION MEETING

7:00 PM - Wednesday, December 15, 2021

Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
4.1. Removed from consent item 7.6. Added to consent waiver of penalty fee. Add to agenda Finance Department by Mayor Jacobs	
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6. PRESENTATIONS	
6.1. Bills of Interest - Lobbyist Sigerson Lobbyist Bills of Interest Memo	7 - 16
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell Special Commission Meeting - November 23, 2021 Workshop Commission Meeting - November 23, 2021 11 23 2021 REVISED 12 29 2021 SPECIAL COMMISSION MINUTES 11 23 2021 REVISED 12 29 2021 Workshop Commission Meeting	17 - 27
7.2. Bills over \$10,000 - Finance Director Taubenfeld Finance Bills Over \$10,000 December 15th 2021	28
7.3. Fiscal 2021 - PRE Audit Revenue and Expenditures for the fiscal year end 2021 - Finance Director Taubenfeld AIR-21-288 None Agenda Item Report - AIR-21-288 - Pdf Replacement of graph on page 31 of the agenda	29 - 34
7.4. Regional Mutual Aid Agreement for Law Enforcement and Fire/Rescue Services - Town Attorney Anderson AIR-21-276 Approve the Regional Mutual Aid Agreement Agenda Item Report - AIR-21-276 - Pdf	35 - 49
7.5. Updates to Employee Handbook - HR Consultant Menegazzo	50 - 132

- 7.6. Budget Amendment - 2 Fiscal 2021 - Finance Director Taubenfeld 133 - 157
MOVED ITEM OUT OF CONSENT AND PLACED AS 11.9
AIR-21-287

Approve Budget Amendment

[Agenda Item Report - AIR-21-287 - Pdf](#)

- 7.7. Resolution Approving Progressive Settlement Agreement - Town 158 - 231
Attorney Anderson

RESOLUTION NO. 2021-060

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA
PERTAINING TO THE SUBJECT OF ADMINISTRATION; **APPROVING
A DRAFT SETTLEMENT AGREEMENT BETWEEN THE TOWN OF
PEMBROKE PARK, FLORIDA AND WASTE CONNECTIONS OF FL.,
INC. (F/K/A PROGRESSIVE WASTE SOLUTIONS OF FL, INC.);
AUTHORIZING THE TOWN ATTORNEY TO MAKE SUCH FINAL
CHANGES TO SAME AS MAY BE REQUESTED BY THE TOWN
COMMISSION DURING ITS CONSIDERATION OF THIS MATTER, OR
SUCH OTHER MINOR CHANGES AS MAY BE NECESSARY OR
APPROPRIATE TO FINALIZE SAME; AUTHORIZING THE MAYOR
TO EXECUTE THE SETTLEMENT AGREEMENT ONCE IT HAS BEEN
SO FINALIZED AND APPROVED BY THE TOWN ATTORNEY AND
AFTER EXECUTION BY WASTE CONNECTIONS OF FL., INC.;
PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE
DATE THEREFOR.**

AIR-21-274

Approve the Settlement

[Agenda Item Report - AIR-21-274 - Pdf](#)

- 7.8. Waiver Request - Telesphere Solutions - BTR/Billing Administrator 232 - 235
Grooms - ADDED TO CONSENT AFTER WORKSHOP MEETING,
UPDATED AGENDA 12-16-2021
AIR-21-279

Recommend waiving the penalty fee.

[Waiver Request - Telesphere Solutions - Pdf](#)

8. RESOLUTIONS

- 8.1. Town of Pembroke Park "Amnesty Program" - Building Official Nunez 236 - 267
RESOLUTION NO. 2021 - 061

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA **ESTABLISHING AND
ADOPTING AMNESTY PROGRAM GUIDELINES FOR PROPERTY
OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO**

FACILITATE BRINGING PROPERTY INTO COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

[Agenda Item Report - AIR-21-268 - Pdf](#)
[Building PP presentation Amnesty Program](#)
[2021-061 Amnesty Program](#)

9. ORDINANCES

9.1. 1ST HEARING

268 - 344

Establishing a General Government Facilities Impact Fee - Town Planner Siegel

ORDINANCE NO. 2021-009

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

AIR-21-278

Approve the Ordinance on First Reading

[Agenda Item Report - AIR-21-278 - Pdf](#)

9.2. 2ND AND FINAL PUBLIC HEARING

345 - 363

Amending the permitted and special permit uses - Town Planner Siegel

ORDINANCE NO. 2021-007 - AIR-21-273

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Approve and Adoption of Ordinance 2021-007

[Agenda Item Report - AIR-21-273 - Pdf](#)

10. OLD BUSINESS

10.1. Police Department Budget - Fiscal 2022

364 - 367

[Agenda Item Report - AIR-21-289 - Pdf](#)
[Finance PP Police Budget History](#)

- 10.2. Used Police Cars from Jupiter Police Department - Interim Police Chief Howard 368 - 371

Staff recommends purchasing these three vehicles used from the Jupiter Police Department and having them re-stripped to reflect Pembroke Park.

[Agenda Item Report - AIR-21-232 - Pdf](#)
[Police Jupiter Car Invoice 20430](#)

- 10.3. Purchase of printers for police vehicles - Interim Police Chief Howard 372 - 374

Approve purchase.

[Agenda Item Report - AIR-21-224 - Pdf](#)

- 10.4. Police Department Engineering Design Proposal from Calvin & Giordano - Public Services Director Clark 375 - 381

Recommendation to approve the engineering design proposal to begin the construction procurement process

[Agenda Item Report - AIR-21-247 - Pdf](#)

- 10.5. PremierOne Mobile Licenses w/install - Interim Police Chief Howard 382 - 388

Staff recommends the purchase of ten (10) licenses in total for use by the officers to interact with the Regional Dispatch Center.

[Agenda Item Report - AIR-21-251 - Pdf](#)

- 10.6. Central Square Software Licenses to access the Broward County Records Management System - Interim Police Chief Howard 389 - 394

Staff recommends the purchase of twenty (20) sole-source Records Management System (RMS) Licenses.

[Agenda Item Report - AIR-21-255 - Pdf](#)

11. NEW BUSINESS

- 11.1. Elevators - Public Services Director Clark

- 11.2. Site Development Plan / 3195 West Hallandale Beach Boulevard / Seneca Town Center - Town Planner Siegel 395 - 457
AIR-21-271

Approve with conditions the Site Development Plan at 3195 West Hallandale Beach Boulevard.

[Agenda Item Report - AIR-21-271 - Pdf](#)

- 11.3. Parking Reduction for a self-storage facility / 3195 West Hallandale Beach Boulevard / Seneca Town Center - Town Planner Siegel 458 - 479
AIR-21-272

Approve with conditions a Parking Reduction for a self-storage facility at 3195 West Hallandale Beach Boulevard.

[Agenda Item Report - AIR-21-272 - Pdf](#)

- 11.4. Florida Incident-Based Reporting System (FIBRS) Implementation grant 480 - 501
- Interim Police Chief Howard
AIR-21-270

Staff recommends acceptance of the \$91,884 no match grant from the Florida Department of Law Enforcement (FDLE) to defray costs associated with FIBRS compliance mandates.

[Agenda Item Report - AIR-21-270 - Pdf](#)

- 11.5. S.W. 30th Avenue - road repairs - Public Services Director Clark 502 - 514
AIR-21-282

We are recommending approval of the lowest bidder. Southern Asphalt Engineering

[Agenda Item Report - AIR-21-282 - Pdf](#)

- 11.6. Town Hall Renovations - Public Services Director Clark 515 - 520
AIR-21-286

We are recommending approval of the lowest bidder. Tim's Tile
Total cost is \$13,647.50 for Planning & Zoning, Public Works, Finance, and the conference room.

[Agenda Item Report - AIR-21-286 - Pdf](#)

- 11.7. Sagoma Construction Services - elevated duct work - Public Services 521 - 540
Director Clark
AIR-21-284

We are recommending approval.

[Agenda Item Report - AIR-21-284 - Pdf](#)

- 11.8. John P. Lyons Lane - Public Services Director Clark 541
AIR-21-285

It is our recommendation to make John P. Lyons Lane an one way street. This will be done temporarily during construction for the drainage improvements. After which, this will be permanent primarily because the street is narrow and has a constant flow of traffic from 18 wheeler trucks.

[Agenda Item Report - AIR-21-285 - Pdf](#)

- 11.9. Budget Amendment - 2 Fiscal 2021 - Finance Director Taubenfeld 542 - 566
MOVED ITEM OUT OF CONSENT AND PLACED AS 11.9
AIR-21-287

Approve Budget Amendment

[Agenda Item Report - AIR-21-287 - Pdf](#)

- 11.10. Recommending disposal of attached list of IT hardware equipment - IT 567 - 570
Director Pakula
[IT Disposal](#)
[ServerDisposal](#)

12. DISCUSSION

- 12.1. Foreclosure Update - Mayor Jacobs
- 12.2. Budget Amendment - FY21 - Approved at the last meeting. - Finance 571 - 595
Director Taubenfeld

Approval of Budget Amendment

[Agenda Item Report - AIR-21-265 - Pdf](#)

[Finance 11 22 2021 REVISION 2 Budget Amendment - FY21](#)

- 12.3. Approval of changes to Regular Commission meetings between
January and March - Mayor Jacobs
- 12.4. Finance Department - Mayor Jacobs Added at the meeting, updated
agenda 12-16-2021

13. ATTORNEY COMMENTS

14. TOWN MANAGER COMMENTS

15. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins

Vice Mayor Dieuveille

Mayor Jacobs

16. ANNOUNCEMENTS

- 16.1. Hearing Examiner Meeting, Thursday, December 16th at 2:00 PM
Toy Drive, Monday, December 20th from 5:00 PM to 8:00 PM
Happy Holidays and a Happy New Year

17. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

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M E M O R A N D U M

DATE: December 6, 2021

TO: Mayor, Commissioners,
Manager and Senior Staff

FROM: David K. Sigerson, Jr., Esq. Attorney and Consultant
For the Firm

SUBJECT: Preliminary 2022 Municipal Bills of Interest

Below is a list of bills that affect local government. I have separated them into two categories: Section A. contains two bills that are of great concern for local governments and should be opposed. Section B. contains other legislation affecting municipalities. Please note that many of these bills have little chance of passage, but some in this section may need further discussion and possible consideration for your support or opposition. In any case, all these bills and those that haven't been filed yet will be monitored and the list will be adjusted as circumstances warrant.

2022 LEGISLATION OF INTEREST

Municipal Legislation

A. Priority Legislation

SB 280: Local Ordinances

GENERAL BILL by [Hutson](#)

Local Ordinances; Authorizing courts to assess and award attorney fees and costs and damages in certain civil actions filed against local governments; requiring a board of county commissioners to prepare a business impact statement before the adoption of a proposed ordinance; requiring a governing body of a municipality to prepare a business impact statement before the adoption of a proposed ordinance, etc.

Effective

Date: 10/1/2022

Last Action: 10/13/2021 Senate - Referred to Community Affairs; Judiciary; Rules

HOUSE COMPANION: H 403, by Rep. Giallombardo

SB 620: Local Government

GENERAL BILL by [Hutson](#)

Local Government; Authorizing certain businesses to claim business damages from a county or municipality if the county or municipality enacts or amends certain ordinances or charter provisions; authorizing businesses to recover costs and fees in a specified manner and if certain requirements are met; requiring courts to consider certain factors and follow specified guidance when assessing costs; specifying requirements for the courts in determining and awarding attorney fees; requiring attorneys and businesses to submit certain documentation relating to attorney fees, etc.

Effective Date: 7/1/2022

Last Action: 11/3/2021 Senate - Referred to Judiciary; Rules; Appropriations

HOUSE COMPANION: H 569, by Rep. McClure, Identical

B. Other Bills

SJR 152: Supermajority Vote for Legislative Preemption

JOINT RESOLUTION by [Farmer](#)

Supermajority Vote for Legislative Preemption; Proposing amendments to the State Constitution to require a supermajority vote of each house to approve a general law preempting a subject of legislation to the state, etc.

Last Action: 9/21/2021 Senate - Referred to Community Affairs; Judiciary; Rules

HOUSE COMPANION: None filed at present

SB 154: Tax Exemption

GENERAL BILL by [Rodriguez](#) ; (CO-INTRODUCERS) [Ausley](#)

Tax Exemption; Revising the value of property subject to an ad valorem tax exemption; raising from \$500 to \$5,000 the property tax exemption for widows, widowers, blind persons and persons with total and permanent disabilities.

Effective Date: 1/1/2023

Last Action: 9/21/2021 Senate - Referred to Community Affairs; Finance and Tax; Appropriations

HOUSE COMPANION: H 13, by Reps Gottlieb and Morales, Similar

SB 196: Florida Housing Finance Corporation

GENERAL BILL by [Rodriguez](#)

Florida Housing Finance Corporation; Designating the corporation, rather than the State Board of Administration, as the state fiscal agency to make determinations in connection with specified bonds; authorizing the corporation's board of directors, rather than the State Board of Administration, to delegate to its executive director the authority and power to perform that function; requiring the executive director to annually report specified information to the board of directors, rather than the State Board of Administration, etc.

Effective Date: 7/1/2022

Last Action: 11/3/2021 Senate - Now in Appropriations Subcommittee on Transportation, Tourism, and Economic Development

HOUSE COMPANION: H 137, by Rep. Roth, Similar

SB 224: Regulation of Smoking in Public Places

GENERAL BILL by [Gruters](#) ; (CO-INTRODUCERS) [Bradley](#)

Regulation of Smoking in Public Places; Authorizing counties and municipalities to further restrict smoking within the boundaries of public beaches and public parks under certain circumstances; prohibiting smoking within the boundaries of a state park, etc.

Effective Date: 7/1/2022

Last Action: 11/3/2021 Senate - Now in Environment and Natural Resources

HOUSE COMPANION: H 105, by Reps Fine & Altman, Compare

SB 228: Resiliency Energy Environment Florida Programs

GENERAL BILL by [Rodriguez](#) ; (CO-INTRODUCERS) [Burgess](#) ; [Hutson](#)

Resiliency Energy Environment Florida Programs; Providing that a property owner may apply to a Resiliency Energy Environment Florida (REEF) program for funding to finance a qualifying improvement and may enter into an assessment financing agreement with a local government; authorizing local governments to enter into agreements with program administrators to administer REEF programs; specifying underwriting, financing estimate, disclosure, and confirmation requirements for program administrators relating to residential real property, etc.

Effective Date: 7/1/2022

Last Action: 11/3/2021 Senate - Now in Finance and Tax

HOUSE COMPANION: H 101, by Rep. Fine, Similar

SB 266: Service as a Law Enforcement Officer

GENERAL BILL by [Diaz](#)

Service as a Law Enforcement Officer; Revising the definition of the term "law enforcement officer" to specify that the time spent on certain activities is part of service as an officer, etc.

Effective Date: 7/1/2022

Last Action: 10/13/2021 Senate - Referred to Criminal Justice; Appropriations Subcommittee on Criminal and Civil Justice; Appropriations

HOUSE COMPANION: H 139, CS by Gov Ops, Compare

SB 316: Preemption of Tree Pruning, Trimming, and Removal

GENERAL BILL by [Stewart](#)

Preemption of Tree Pruning, Trimming, and Removal; Repealing a provision relating to tree pruning, trimming, or removal on residential property, etc.

Effective Date: 7/1/2022

Last Action: 10/13/2021 Senate - Referred to Community Affairs; Judiciary; Rules

HOUSE COMPANION: H 6025, by Rep. Eskamani, Identical

SB 320: Preemption of Recyclable and Polystyrene Materials

GENERAL BILL by [Stewart](#) ; (CO-INTRODUCERS) [Polsky](#)

Preemption of Recyclable and Polystyrene Materials; Removing the preemption of local laws regarding the regulation of auxiliary containers, wrappings, or disposable plastic bags; removing the preemption of local laws regarding the use or sale of polystyrene products to the Department of Agriculture and Consumer Services, etc.

Effective Date: 7/1/2022

Last Action: 10/13/2021 Senate - Referred to Environment and Natural Resources; Community Affairs; Rules

HOUSE COMPANION: H 6063, by Rep. Gieco, Identical

SB 362: Ad Valorem Tax Exemption for Nonprofit Homes for the Aged

GENERAL BILL by [Rodriguez](#)

Ad Valorem Tax Exemption for Nonprofit Homes for the Aged; Revising ownership entities for nonprofit homes qualifying for an exemption from ad valorem taxation to include certain limited partnerships, etc.

Effective Date: 1/1/2023

Last Action: 10/13/2021 Senate - Referred to Community Affairs; Finance and Tax; Appropriations

HOUSE COMPANION: H 401, by Rep. Smith, Similar

SB 510: Financial Disclosures for Elected Local Officers

GENERAL BILL by [Brodeur](#)

Financial Disclosures for Elected Local Officers; Requiring specified local officers to file a full and public disclosure of financial interests; revising the definition of the term "local officer", etc.

Effective Date: 7/1/2022

Last Action: 11/3/2021 Senate - Referred to Ethics and Elections; Community Affairs; Rules

HOUSE COMPANION: H 301, by Rep. Roach, Similar

SB 512: Vacation Rentals

GENERAL BILL by [Burgess](#)

Vacation Rentals; Requiring advertising platforms to collect and remit taxes for certain transactions; revising the regulated activities of public lodging establishments and public food service establishments preempted to the state to include licensing; expanding the authority of local laws, ordinances, or regulations to include requiring vacation rentals to register with local vacation rental registration programs; authorizing local governments to adopt vacation rental registration programs and impose fines for failure to register; requiring advertising platforms to require that persons placing advertisements for vacation rentals include certain information in the advertisements and attest to certain information, etc.

Effective Date: Except as otherwise expressly provided in this act, this act shall take effect upon becoming a law
Last Action: 11/3/2021 Senate - Referred to Regulated Industries; Community Affairs; Rules

HOUSE COMPANION: H 325, by Rep. Fischer, Identical

SB 524: Elections

GENERAL BILL by [Hutson](#)

Elections; Removing the limitation on the amount of aggregate fines that may be assessed in a calendar year against a third-party voter registration organization for specified violations; revising the candidate oath to require a candidate to subscribe to an oath or affirmation regarding outstanding fines, fees, or penalties owed for certain ethics or campaign finance violations; prohibiting the use of ranked-choice voting to determine election or nomination to elective office; voiding existing or future local ordinances authorizing the use of ranked-choice voting; authorizing the supervisor of elections to designate up to two additional early voting sites per election in areas of a county that do not have otherwise eligible locations, etc.

Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2022
Last Action: 11/3/2021 Senate - Referred to Ethics and Elections; Community Affairs; Rules

HOUSE COMPANION: None filed at present

SB 754: Mobile Home Registration Periods

GENERAL BILL by [Gainer](#)

Mobile Home Registration Periods; Revising the registration and registration renewal periods for a mobile home owned by a natural person, etc.

Effective Date: 7/1/2022
Last Action: 11/2/2021 Senate - Filed

HOUSE COMPANION: H 223, by Rep. Maney, Compare

SB 788: Florida Hometown Hero Housing Program

GENERAL BILL by [Hooper](#)

Florida Hometown Hero Housing Program; Creating the Florida Hometown Hero Housing Program; providing the purpose of the program; specifying requirements for loans under the program; authorizing the Florida Housing Finance Corporation to underwrite and make such loans to specified borrowers; specifying ineligible employees, etc.

Effective Date: Upon becoming a law
Last Action: 11/2/2021 Senate - Filed

HOUSE COMPANION: None filed at present

SB 800: Economic Development

GENERAL BILL by [Albritton](#)

Economic Development; Authorizing municipalities to exempt by ordinance the public service tax that specified users would pay on electrical energy purchases; providing an exemption from the state tax on sales, use, and other transactions for building materials used in the rehabilitation of real property in an opportunity zone; revising the qualification criteria and tax credit amounts for new and existing businesses under the Rural Job Tax Credit Program; establishing a rural opportunity tax refund program for qualified target industry businesses in rural areas, etc.

Effective Date: 7/1/2022

Last Action: 11/3/2021 Senate - Filed

HOUSE COMPANION: H 685, by Rep. Drake, Compare

SB 886: Municipal Water and Sewer Utility Rates

GENERAL BILL by [Jones](#)

Municipal Water and Sewer Utility Rates; Requiring a municipality to charge customers receiving its utility services in another municipality the same rates, fees, and charges as it charges consumers within its municipal boundaries under certain circumstances, etc.

Effective Date: 7/1/2022

Last Action: 11/9/2021 Senate - Filed

HOUSE COMPANION: H 515, Rep. Robinson, Identical

SB 908: Fees/Electric Vehicles and Plug-in Hybrid Electric Vehicles

GENERAL BILL by [Brandes](#)

Fees/Electric Vehicles and Plug-in Hybrid Electric Vehicles; Imposing specified additional annual flat fees on electric vehicles; imposing a license tax and an additional annual flat fee on plug-in hybrid electric vehicles; authorizing persons and entities to biennially renew vehicle registrations for electric vehicles and plug-in hybrid electric vehicles; providing for the distribution of proceeds from the additional fees, etc.

Effective Date: July 1, 2022, but only if SB 918 or similar legislation takes effect, if such legislation is adopted in the same legislative session or an extension thereof and becomes a law

Last Action: 11/30/2021 Senate - Referred to Transportation; Finance and Tax; Appropriations

HOUSE COMPANION: None filed at present

SB 962: Mixed-use Residential Development Projects for Affordable Housing

GENERAL BILL by [Bradley](#)

Mixed-use Residential Development Projects for Affordable Housing; Authorizing counties and municipalities, respectively, to approve certain mixed-use residential development projects subject to certain conditions; providing that approval for an affordable housing development or a mixed-use residential development project is self-executing, etc.

Effective Date: Upon becoming a law
Last Action: 11/30/2021 Senate - Referred to Community Affairs; Transportation; Rules

HOUSE COMPANION: None filed at present

SB 1022: Preemption of the Regulation of Tobacco and Nicotine Products

GENERAL BILL by [Ausley](#)

Preemption of the Regulation of Tobacco and Nicotine Products; Repealing provisions relating to preemption of the regulation of tobacco and nicotine products, respectively, etc.

Effective Date: 7/1/2022
Last Action: 11/22/2021 Senate - Filed

HOUSE COMPANION: H 6081, by Rep. Hunschofsky, Identical

SB 1030: Impact Fee Credits

GENERAL BILL by [Taddeo](#)

Impact Fee Credits; Revising the area within which impact fee credits are assignable or transferable, etc.

Effective Date: 7/1/2022
Last Action: 11/22/2021 Senate - Filed

HOUSE COMPANION: H 681, by Rep Rodriguez

SB 1046: Public Records/Law Enforcement Geolocation Information

PUBLIC RECORDS/GENERAL BILL by [Hooper](#)

Public Records/Law Enforcement Geolocation Information; Defining the term “law enforcement geolocation information”; providing an exemption from public records requirements for law enforcement geolocation information held by a law enforcement agency; providing for future legislative review and repeal of the exemption; providing a statement of public necessity, etc.

Effective Date: 7/1/2022
Last Action: 11/24/2021 Senate - Filed

HOUSE COMPANION: H 773, by Rep. Willhite, Identical

SB 1056: Rental of Homestead Property

GENERAL BILL by [Hutson](#)

Rental of Homestead Property; Revising criteria under which the rental of homestead property is not considered abandonment for tax exemption purposes; subjecting property to the payment of interest under certain circumstances, etc.

Effective Date: 7/1/2022
Last Action: 11/29/2021 Senate - Filed

HOUSE COMPANION: None filed at present

SB 1124: Preemption of Local Government Wage Mandates

GENERAL BILL by [Gruters](#)

Preemption of Local Government Wage Mandates; Creating the "Wage Mandate Preemption Act"; revising prohibitions relating to political subdivisions enacting, maintaining, or enforcing wage mandates in an amount greater than the state minimum wage rate, etc.

Effective Date: Upon becoming a law
Last Action: 12/1/2021 Senate - Filed

HOUSE COMPANION: None filed at present

SB 1142: Local Districting

GENERAL BILL by [Hutson](#)

Local Districting; Prohibiting the drawing of county districts to favor or disfavor an incumbent county commissioner; prohibiting the consideration of the addresses of certain persons during the district-drawing process; requiring municipalities to fix the boundaries of their districts in a certain manner; prohibiting the drawing of municipal districts to favor or disfavor an incumbent member of the municipality's governing body; prohibiting the drawing of member residence areas of district school boards to favor or disfavor an incumbent district school board member, etc.

Effective Date: 7/1/2022
Last Action: 12/2/2021 Senate - Filed

HOUSE COMPANION: H 827, by Rep. Barnaby, Similar

SB 1150: Tax Exemption for Affordable Housing

GENERAL BILL by [Rodriguez](#)

Tax Exemption for Affordable Housing; Authorizing counties and municipalities to adopt ordinances to grant ad valorem tax exemptions to certain property owners whose properties are used for the governmental or public purpose of providing affordable housing to certain persons or families; providing conditions for such exemptions; specifying procedures that apply to persons if property is transferred for other purposes; specifying that an exemption improperly granted by a property appraiser to a person will not be assessed a penalty or interest, etc.

Effective Date: 7/1/2022
Last Action: 12/2/2021 Senate - Filed

HOUSE COMPANION: H 495, by Rep. Rodriguez, Identical

SB 1158: Home Kitchen Operations

GENERAL BILL by [Jones](#)

Home Kitchen Operations; Exempting home kitchen operations from food permitting requirements under certain circumstances; specifying requirements for the sale of home kitchen food products; preempting regulation of home kitchen operations to the state; authorizing the Department of Agriculture and Consumer Services to investigate complaints about a home kitchen operation, conduct inspections, and impose disciplinary actions, etc.

Effective **Date:** Upon becoming a law
Last Action: 12/3/2021 Senate - Filed

HOUSE COMPANION: H 707, by Rep. Learned, Identical

SB 1170: State Housing Assistance Programs

GENERAL BILL by [Brandes](#)

State Housing Assistance Programs; Removing powers of the Florida Housing Finance Corporation to develop and administer the State Apartment Incentive Loan Program; renaming the State Housing Initiatives Partnership Program as the State Housing Initiatives Partnership Block Grant Program; removing municipalities from eligibility under the program; providing that the corporation shall distribute moneys appropriated by the Legislature for the program, rather than distribute moneys in the Local Government Housing Trust Fund; revising eligible counties and distribution calculations under the State Housing Initiatives Partnership Block Grant Program, etc.

Effective **Date:** 7/1/2022
Last Action: 12/7/2021 Senate - Filed

HOUSE COMPANION: None filed at present

SB 1176: Citizen Review Boards

GENERAL BILL by [Bracy](#)

Citizen Review Boards; Requiring law enforcement agencies that employ law enforcement officers being investigated for use of force by a citizen review board to include a member of the citizen review board as part of the law enforcement agency's investigative team; requiring the board of county commissioners or other governing body of each county, by a specified date, to establish a citizen review board having the authority and ability to independently investigate law enforcement agencies within that county, etc.

Effective **Date:** 7/1/2022
Last Action: 12/7/2021 Senate - Filed

HOUSE COMPANION: None filed at present

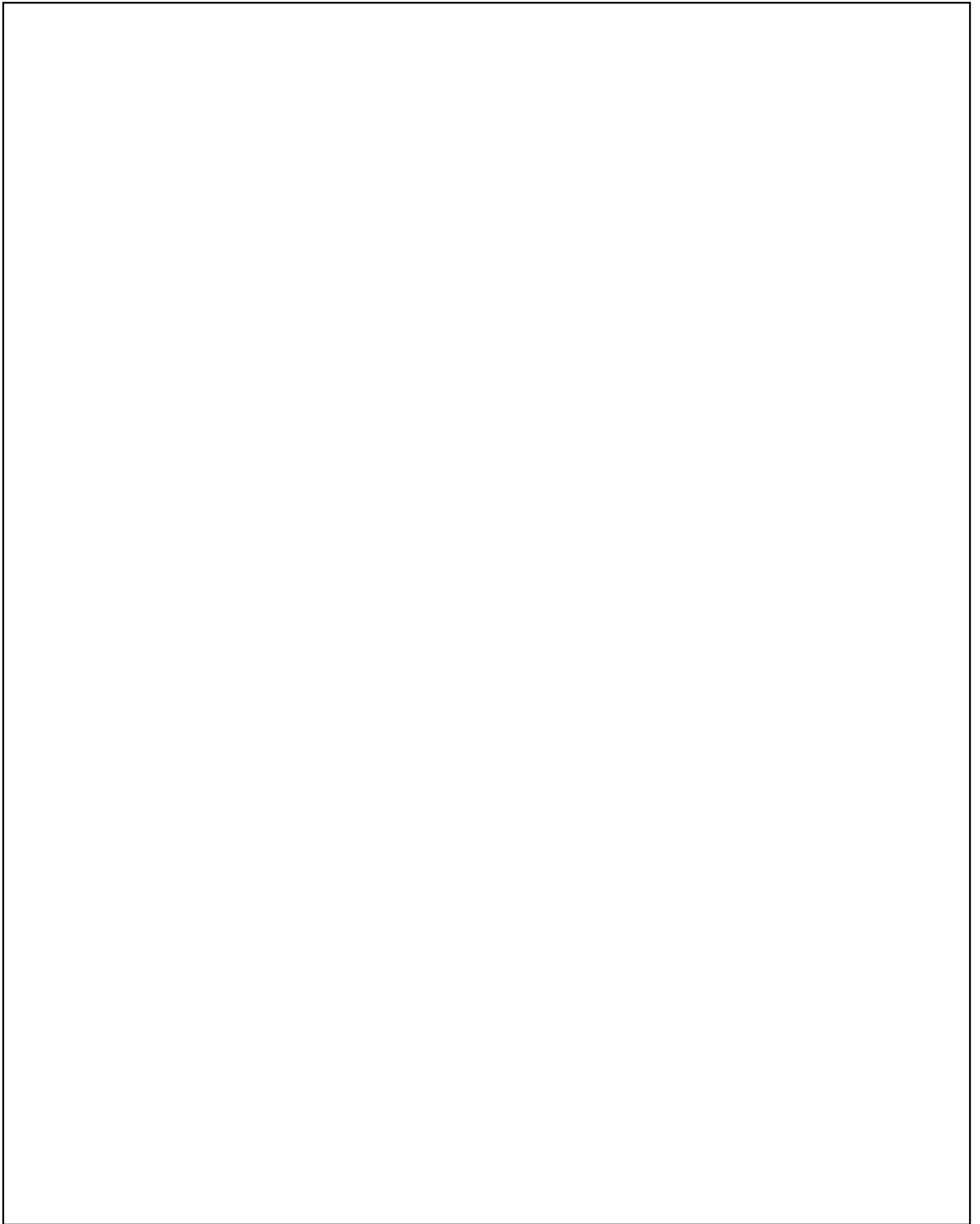
SB 1194: Local Tax Referenda Requirements

GENERAL BILL by [Boyd](#)

Local Tax Referenda Requirements; Requiring referenda elections related to tourist development taxes, tourist impact taxes, and children's services and independent special district property taxes to be held on the day of a general election; requiring referenda elections related to increases in county and municipal ad valorem tax millages to be held on the day of a general election; requiring referenda elections related to local option fuel taxes to be held on the day of a general election, etc.

Effective **Date:** 7/1/2022
Last Action: 12/8/2021 Senate - Filed

HOUSE COMPANION: H 777, by Rep. Robinson, Identical





TOWN OF PEMBROKE PARK

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

SPECIAL COMMISSION MEETING MINUTES Tuesday, November 23, 2021, at 7:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuville
Clerk Commissioner Hodgkins

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

1. CALL TO ORDER by Mayor Jacobs at 7:11 pm.

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

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 7:11 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Vice Mayor Reynold Dieuville and Clerk Commissioner Hodgkins.

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

4.ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA - ADDED TO THE AGENDA: ELEVATOR PRESENTATION. REMOVED FROM THE AGENDA 7.6, 7.7, 7.8, 11.4 and 11.10

5. PRESENTATIONS / PROCLAMATIONS

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

7. CONSENT AGENDA

7.1. Approval of Minutes - Town Clerk Martell
Goal Setting - October 13, 2021
Regular Commission Meeting - October 13, 2021
Workshop Commission Meeting - October 27, 2021

7.2. Bills over \$1,500 - Finance Director Taubenfeld

7.3. Payoff of USDA Rural Development Bond - Finance Director Taubenfeld
RESOLUTION NO. 2021-057
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PAYOFF OF USDA LOAN 92-01 IN THE AMOUNT OF \$2,012,000; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

7.4. Town Merchant Credit Card Account - Finance Director Taubenfeld
RESOLUTION NO. 2021-059
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO OPEN A MERCHANT CREDIT CARD ACCOUNT WITH A LIMIT OF UP TO FIFTY THOUSAND DOLLARS WITH SYNOVUS BANK; PROVIDING AUTHORITY THE TOWN MANAGER AND FINANCE DIRECTOR TO TAKE ALL ACTIONS NECESSARY TO OPEN AN ACCOUNT WITH SYNOVUS BANK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

7.5. New Computers for Building Department - Building Official Nunez

7.6. Used Police Cars from Jupiter Police Department - Interim Police Chief Howard –
WITHDRAWN FROM AGENDA

7.7. Purchase of printers for police vehicles - Interim Police Chief Howard
WITHDRAWN FOR AGENDA

7.8. Police Department Engineering Design Proposal from Calvin & Giordano - Public
Services Director Clark
WITHDRAWN FROM AGENDA

- 7.9. Keith & Associates Engineering Study Proposal to Replace the 6-inch Asbestos Concrete Pipe Sanitary Sewer Force Main on SW 30th Street from SW 46th Avenue to SW 33rd Avenue - Public Services Director Clark. Recommendation to approve the engineering study.
- 7.10. Department of Elections Agreement - Town Clerk Martell. Approve the agreement.
- 7.11. Lobbyist Tidewater - Town Manager Jimenez
- 7.12. 2022 Holidays - Town Clerk Martell
- 7.13. 2022 Regular & Workshop Schedule - Town Clerk Martell
- 7.14. Updating the Audio-Visual System for the Commission Chambers - IT Director Pakula
- 7.15. FRS - Name change designation - Finance Director Taubenfeld.
To change the position title in FRS from Public Works Director to Public Service Director
- 7.16. Budget Amendment - FY21 - Finance Director Taubenfeld.
Approval of Budget Amendment
- 7.17. Amendment to Interdev, LLC Contract (GIS Mapping Services) - Town Planner Siegel
Approval of the First Amendment to Interdev, LLC Contract
- 7.18. Piggyback Contract from North Bay Village for Town Holiday Decorations - Public Services Director Clark, Assistant Public Services Director Jacques
Approval to use attached contract per procurement guidelines. *Removed from consent and Moved to Line Item section New Business*

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

8. RESOLUTIONS - NONE

**9. ORDINANCES 1ST READING - PUBLIC HEARING OPEN FOR PUBLIC
COMMENTS**

- 9.1. Ordinance Regarding Town Department Directors - Town Attorney Anderson READS
THE ORDINANCE OPEN FOR PUBLIC COMMENTS
ORDINANCE NO. 2021-008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE PEMBROKE PARK CODE OF ORDINANCES AS IT RELATES TO DEPARTMENT DIRECTORS BY REVISING CHAPTER 2, ARTICLE III “OFFICERS AND EMPLOYEES” AND CHAPTER 24, ARTICLE III, DIVISION 2 “FINANCE AND BUDGET DIRECTOR”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

MAYOR JACOBS HANDED THE GAVEL TO VICE MAYOR DIEUEVILLE AND MADE A MOTION TO TABLE ORDINANCE 2021-008, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION TO TABLE PASSED 3-0. THE GAVEL WAS HANDED BACK TO THE MAYOR.

9.2. Ordinance 2021-007 - Amending the permitted and special permit uses (Public Hearing) - Town Planner Siegel

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

MAYOR JACOBS OPENED DISCUSSION FOR PUBLIC COMMENT
MAYOR JACOBS CLOSED DISCUSSION FOR PUBLIC COMMENT

PRESENTATION TO RELAY OPPORTUNITIES BY AMENDING THE ZONING CLASSIFICATION OF A PORTION OF PARCEL B MADE BY BRIAN ADLER AND JEFF ZITO.

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

ORDINANCE 2021-007 APPROVED ON FIRST READING. SECOND READING WILL TAKE PLACE ON DECEMBER 15TH AT THE SPECIAL COMMISSION MEETING.

10. OLD BUSINESS

ADDED TO THE AGENDA

10.1 ELEVATOR PRESENTATION Austin O’Mahony Account Manager for TKE – TO PROCEED WITH ELEVATOR REPAIR OPTIONS.

11. NEW BUSINESS

11.1. Appointment of Town Commission Representative to the Broward MPO - Town Planner Siegel

Select a member of the Town Commission to the Broward MPO

APPOINTMENT OF CLERK COMMISSIONER HODGKINS TO SERVE ON MPO BOARD, MOTION MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

11.2. Approval of Holiday Luncheon - Events Coordinator Brown ENTERTAIN A MOTION TO APPROVE AND DETAILS PROVIDED BY JOY BROWN – APPROVED NOT TO EXCEED \$4,500.00

The luncheon is scheduled for Friday, December 17, 2021

MOTION TO APPROVE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

11.3. Award Selection and Recommendation for ITB 21-08 Food Forest Improvements at Ryan Park FRDAP Trail and Picnic Facilities - Public Services Director Clark

MOTION MADE BY CLERK COMMISSIONER HODGKINS TO AWARD ITB #21-08 TO MALEDA FOR \$51,800, SECONDED BY VICE MAYOR DIEUVEILLE. MOTION PASSED 3-0.

11.4. PremierOne Mobile Licenses w/install – Interim Police Chief Howard
ITEM WITHDRAWN FROM THE AGENDA

11.5. Fire Assessment Study - Town Planner Siegel

Approve change of scope to Tindale Oliver Impact Fees Study to include a Fire Assessment Study.

MOTION TO APPROVE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

11.6. Notice of proposed Government Facilities Impact Fee schedule - Town Planner Siegel
Direct staff to advertise Notice of proposed Government Facilities Impact Fee schedule

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

11.7. CDBG 47th Year - Calvin, Giordano & Associates - Public Services Director Clark, Assistant Public Services Director Jacques

We are recommending approval for engineering services rendered by Calvin Giordano for the additional safety lighting improvements at the Raymond Oglesby Preserve Park Perimeter Lighting Upgrade.

Special Commission Meeting

November 23, 2021

Page 5 of 7

APPROVED NOT TO EXCEED \$19,000.00, MOTION TO APPROVE MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE. MOTION PASSED 3-0.

11.8. Town flag designs - Public Services Director Clark

We are recommending the Commission select a flag design. Also, we would like to purchase (3) flags. One for Town Hall and both parks.

APPROVED OPTION "D"

MOTION TO APPROVE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

11.9. Professional Engineering Design Award Selection to Keith & Associates - Public

Services Director Clark, Assistant Public Services Director Jacques

Request For Proposals (RFP) - Professional Engineering Design for RFP 21-09 John P. Lyons Lane Drainage Improvements

The Evaluation Committee has reviewed the Request for Proposals for the John P. Lyons Lane Drainage Improvements Project. The Committee assessed the Proposers' qualifications, project experience, and technical approach and thus is recommending awarding the contract for engineering design to Keith & Associates based on their ranking values.

MOTION TO APPROVE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

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

WITHDRAWN FROM THE AGENDA

7.18 Piggyback Contract from North Bay Village for Town Holiday Decorations - Public

Services Director Clark, Assistant Public Services Director Jacques

Approval to use attached contract per procurement guidelines.

MOTION TO APPROVE THE HOLIDAY DECORATIONS ON BOTH SIDES OF THE MEDIAN AND TO BE INSTALLED BY THE END OF NEXT WEEK MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

12. DISCUSSION

13. ATTORNEY REPORTS – Working on a settlement with Progressive will be presented to the next Commission meeting.

14. TOWN MANAGER REPORTS - NONE

Special Commission Meeting

November 23, 2021

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15. COMMISSION REPORTS

Commissioner Hodgkins – *None*

Clerk Commissioner Dieuveille – *None*

Mayor Jacobs – *None*

16. ANNOUNCEMENTS

Possible Workshop Meeting, Wednesday, December 15, 2021 at 5:00 PM

Special Commission Meeting, Wednesday, December 15, 2021 at 7:00 PM

Toy Drive, scheduled for Monday, December 20th from 5:00 PM to 8:00 PM

12. ADJOURNMENT

With no further items for discussion, meeting adjourned at 8:40 pm, unanimous motioned for adjournment.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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

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

Special Commission Meeting

November 23, 2021

Page 7 of 7



TOWN OF PEMBROKE PARK

Workshop Commission Meeting
Commission Chambers
3150 SW 52 Avenue
Pembroke Park, FL. 33023
November 23, 2021
5:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuville
Clerk Commissioner William Hodgkins

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

WORKSHOP COMMISSION MEETING MINUTES

1. CALL TO ORDER –The meeting was called to order at 5:15 pm by Mayor Geoffrey Jacobs.

2. PLEDGE OF ALLEGIANCE led by Commission.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 5:15 PM by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Vice Mayor Reynold Dieuville, and Clerk Commissioner William Hodgkins.

Additional staff in attendance were Town Manager JC Jimenez; Town Attorney Melissa Anderson; Town Clerk Marlen D. Martell; Town Planner Heidi Seigel; Building Official Miguel Nunez; Building Manager Lucie Manzerolle, Assistant Public Services Director Myriam Jacques, IT Director Mark Pakula, Chief Code Enforcement Officer Joseline Ramirez, Finance Director Harry Taubenfeld, Public Services Director Robert Clark, HR Consultant Menegazzo and other staff.

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

5. PRESENTATIONS - NONE

6. REPORTS OF COMMITTEES AND CITY STAFF

6.1 Broward Sheriff's Office - Captain Coker
REPORT GIVEN TO THE COMMISSION FOR REVIEW

6.2 Fire Department – Chief Kane
OUT OF TOWN WOULD PROVIDE REPORT NEXT MONTH

7. BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

7.1. Monthly Report (October 2021) and Double Permit Report
REPORT GIVEN TO THE COMMISSION FOR REVIEW

7.2. Town of Pembroke Park "Amnesty Program"
Building made a PowerPoint presentation about the Amnesty Program
ITEM FORWARDED TO THE NEXT COMMISSION MEETING IN DECEMBER

8. CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

8.1 Code Enforcement Department Report for the month of October 2021
REPORT GIVEN TO THE COMMISSION FOR REVIEW

9. FINANCE DEPARTMENT – FINANCE DIRECTOR TAUBENFELD

9.1 Business Tax Receipt and Billing Update - BTR Administrator Grooms
REPORT GIVEN TO THE COMMISSION FOR REVIEW

9.2 Bills Over \$1,500
REPORT GIVEN TO THE COMMISSION FOR REVIEW
ITEM FORWARDED TO CONSENT AGENDA 11-23-2021

9.3. FRS - Name change designation
To change the position title in FRS from Public Works Director to Public Service Director
ITEM FORWARDED TO CONSENT AGENDA 11-23-2021

9.4. Budget Amendment - FY21
ITEM FORWARDED TO CONSENT AGENDA 11-23-2021

10. HUMAN RESOURCES – HR CONSULTANT MENEGAZZO - NONE

10.1. Updates to Employee Handbook - HR Consultant Menegazzo
ITEM FORWARDED TO THE NEXT COMMISSION MEETING IN DECEMBER UNDER
CONSENT

10.2. Town Staffing - Town Manager Jimenez, HR Consultant Menegazzo
ITEM DEFERRED

11. IT DEPARTMENT- IT DIRECTOR PAKULA - NONE

12. TOWN PLANNER SIEGEL, AICP

12.1. October/November 2021 Town Planner Monthly Report
For Informational Purposes Only
REPORT GIVEN TO THE COMMISSION FOR REVIEW

12.2. Appointment of Town Commission Representative to the Broward MPO
Select a member of the Town Commission to the Broward MPO
ITEM FORWARDED TO CONSENT AGENDA 11-23-2021

12.3. Amendment to Interdev, LLC Contract (GIS Mapping Services)
Approval of the Amendment to Interdev, LLC Contract
ITEM FORWARDED TO CONSENT AGENDA 11-23-2021

13. POLICE DEPARTMENT - INTERIM POLICE CHIEF HOWARD

14. PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK

14.1. Piggyback Contract from North Bay Village for Town Holiday Decorations
ITEM FORWARDED TO LINE ITEM AT THE NEXT MEETING

15. OLD BUSINESS

NONE

16. NEW BUSINESS

NONE

17. DISCUSSION

18. TOWN CLERK COMMENTS

19. ATTORNEY COMMENTS

22. TOWN MANAGER REPORTS:

23. COMMISSION COMMENTS

Clerk Commissioner William Hodgkins – *NONE*

Vice Mayor Dieuville – *NONE*

Mayor Jacob: *NONE*

24. ANNOUNCEMENTS – PLACED ON SPECIAL COMMISSION MEETING FOLLOWING THIS MEETING.

25. ADJOURNMENT

With no further items for discuss, meeting adjourned at 6:40 PM, **ALL IN FAVOR.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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

Town of Pembroke Park
Bills Over \$1,500
December 15, 2021
Workshop Meeting

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
COR No. 005	A.C.T. Services Inc.	Additional Items for Permitting in Connection with the 45th Year CDBG ADA Restroom Project	45th Year CDBG	\$ 2,804.17
219521	Brinkley Morgan	Professional Matters Relating to the Progressive Waste Solutions vs. Town of Pembroke Park Thru October 31st, 2021	Legal	\$ 9,156.70
70033	Johnson, Anselmo, Murdoch, Burke, Piper & Hochman P.A.	Professional Matters Relating to the Progressive Waste Solutions vs. Town of Pembroke Park Thru October 31st., 2021	Legal	\$ 9,661.15
70242	Johnson, Anselmo, Murdoch, Burke, Piper & Hochman P.A.	Professional Matters Relating to the Progressive Waste Solutions vs. Town of Pembroke Park Thru November 30, 2021	Legal	\$ 6,170.10
Total:				\$27,792.12

Purchase Orders				
305620	Hudson Pump & Equipment	Gorman-Rupp 6" Super T Series Cast Iron Pump with Flange (2 Quotes Provided)	Sewer	\$ 7,485.00
305622	Hydra Service Inc	Repair Sulzer Pump at Lift Station #32	Sewer	\$ 3,220.65
305626	Guardian Tracking LLC	Employee Performance Management Software for Police Dept	Police	\$ 1,562.00
Total:				\$12,267.65

Grand Total:	\$40,059.77
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AGENDA ITEM REPORT



To: commission
Subject: Fiscal 2021 - PRE Audit Revenue and Expenditures for the fiscal year end 2021
Meeting: 12 15 2021 WORKSHOP COMMISSION MEETING - Dec 15 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

Informational Only

RECOMMENDATION:

None

ATTACHMENTS:

[Finance FY21 Summmary Revenue Expenditures](#)

JC Jimenez, Town Manager
Marlen Martell, Town Clerk

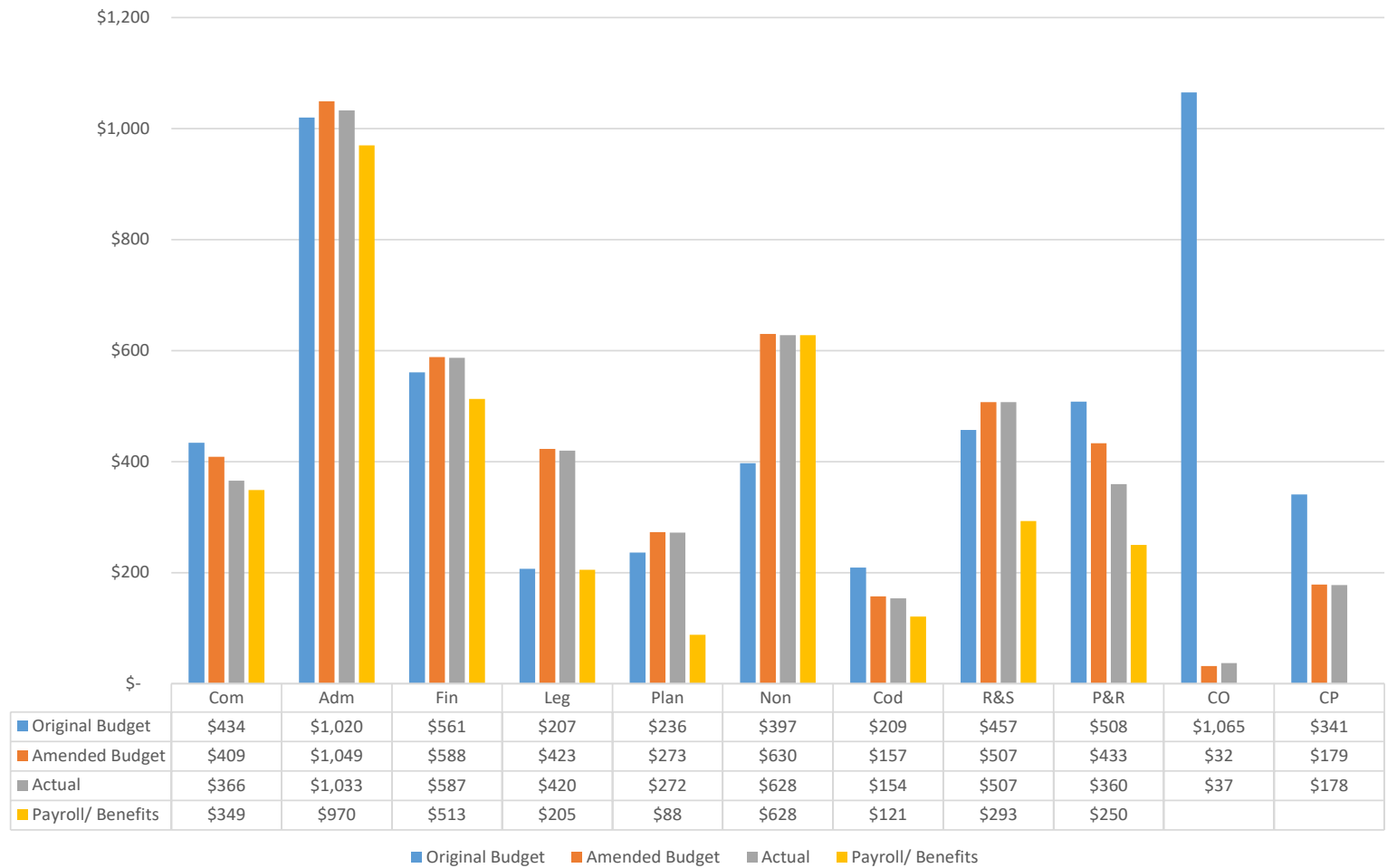
Status:
Approved - Dec 09 2021
Approved - Dec 09 2021

**Town of Pembroke Park
Revenue & Expense Summary - ACTUAL
Budget Performance
From 10/1/2020 to 9/30/21**

Page 2 of 5

	Revenue	Expense	Surplus
General Fund	\$ 11,471,700	\$ 11,786,796	\$ (315,097)
Building Department	802,885	814,464	(11,578)
Sewer	2,584,531	2,890,628	(306,098)
StormWater	1,423,093	1,198,029	225,064
Totals	<u>\$ 16,282,209</u>	<u>\$ 16,689,918</u>	<u>\$ (407,709)</u>

General Fund Department Expense
Fiscal 2021
000's omitted



**Town of Pembroke Park
Revenue Summary by Fund
Budget Performance
From 10/1/2020 to 9/30/21**

Page 4 of 5

GENERAL FUND

			Remaining	
	Budget	Actual	\$	%
Ad Valorem	\$ 6,592,457	\$ 6,635,594	\$ (43,137)	-0.65%
Local Option Tax	100,000	102,500	(2,500)	-2.50%
Utility Tax	1,211,000	1,186,350	24,650	2.04%
Franchise Fees	874,750	931,748	(56,998)	-6.52%
Licenses & Permits	303,830	501,033	(197,203)	-64.91%
Intergovernmental Revenue	980,324	66,515	913,809	93.21%
State Shared Revenue	556,500	689,896	(133,396)	-23.97%
Charges for Services	364,400	529,881	(165,481)	-45.41%
Fines & Forfeitures	36,000	6,368	29,632	82.31%
Other Revenue	862,005	821,815	40,190	4.66%
Totals	\$ 11,881,266	\$ 11,471,700	\$ 409,566	3.45%

BUILDING

	\$ 634,625	\$ 802,885	\$ (168,260)	-26.51%
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SEWER

Charge for Services	\$ 2,810,000	\$ 2,548,276	\$ 261,724	9.31%
Other Revenue	207,929	36,255	171,674	82.56%
	\$ 3,017,929	\$ 2,584,531	\$ 433,398	14.36%

STORMWATER

Charge for Services	\$ 1,400,000	\$ 1,420,926	\$ (20,926)	-1.49%
Other Revenue	431,350	2,168	429,182	99.50%
	\$ 1,831,350	\$ 1,423,093	\$ 408,257	22.29%

Totals

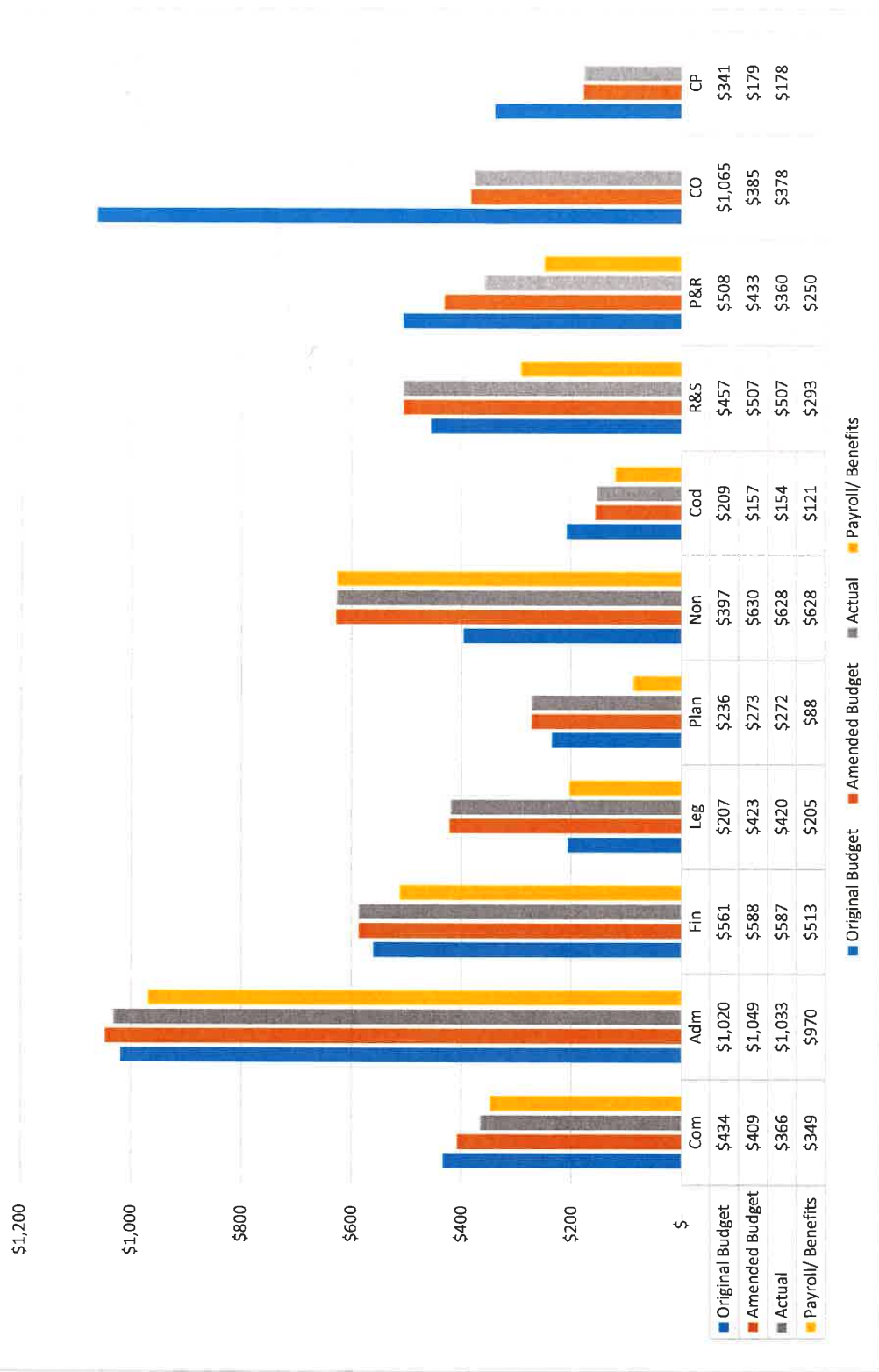
	\$ 17,365,170	\$ 16,282,209	\$ 1,082,961	6.24%
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**Town of Pembroke Park
Expense Summary by Fund
Budget Performance
From 10/1/2020 to 9/30/21**

GENERAL FUND

DEPARTMENT	Budget	Actual	Remaining	
			\$	%
Mayor & Commission	\$ 408,836	\$ 365,821	\$ 43,015	10.52%
Administrative	1,049,275	1,032,629	16,646	1.59%
Finance	588,253	587,087	1,166	0.20%
Legal	423,011	419,728	3,283	0.78%
Planning	273,000	271,950	1,050	0.38%
Non Departmental	630,210	627,881	2,329	0.37%
Police	3,437,652	3,437,098	554	0.02%
Fire Rescue	3,468,607	3,468,493	114	0.00%
Code Enforcement	157,468	153,764	3,704	2.35%
Roads & Streets	507,091	507,130	(39)	-0.01%
Parks & Recreation	433,344	359,572	73,772	17.02%
Capital Outlay	385,916	378,122	7,794	2.02%
Capital Projects	178,540	177,521	1,019	0.57%
Totals	\$ 11,941,203	\$ 11,786,796	\$ 154,407	1.29%
BUILDING	\$ 828,900	\$ 814,464	\$ 14,436	1.74%
SEWER				
Operating Expenses	2,702,263	2,663,693	38,570	1.43%
Capital Projects	100,000	11,444	88,556	88.56%
Debt Service	215,665	215,491	174	0.08%
Totals	3,017,928	2,890,628	127,300	4.22%
STORMWATER				
Operating Expenses	\$ 1,473,679	\$ 1,116,835	356,844	24.21%
Capital Projects	\$ 357,671	\$ 81,195	276,476	77.30%
	\$ 1,831,350	\$ 1,198,029	633,321	34.58%
Totals	\$ 17,619,381	\$ 16,689,918	\$ 929,463	5.28%

General Fund Department Expense
Fiscal 2021
000's omitted



AGENDA ITEM REPORT



To:

Subject: Regional Mutual Aid Agreement for Law Enforcement and Fire/Rescue Services.

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

The purpose of the Agreement is to permit the Parties, individually and collectively, to make the most efficient use of their respective powers, resources, and capabilities by cooperating in the use of their respective powers, resources, and capabilities in regard to fire, rescue, and emergency medical services ("EMS"), on a basis of mutual advantage, to provide services and facilities in a manner most consistent with the geographic, economic, demographic, and other factors influencing their respective needs and the development of their respective and joint communities.

RECOMMENDATION:

Approve the Regional Mutual Aid Agreement

ATTACHMENTS:

[police interlocal broward 2021](#)

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

This Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response ("Agreement") is entered into between the Municipalities executing this Agreement, the Broward County Sheriff's Office, and Broward County (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities.

B. The design, purpose, and intention of this Agreement is to permit the Parties, individually and collectively, to make the most efficient use of their respective powers, resources, and capabilities by cooperating in the use of their respective powers, resources, and capabilities in regard to fire, rescue, and emergency medical services ("EMS"), on a basis of mutual advantage, to provide services and facilities in a manner most consistent with the geographic, economic, demographic, and other factors influencing their respective needs and the development of their respective and joint communities.

C. Each Party hereto maintains or contracts for the services, which may include paid or volunteer services, of a Fire Rescue Department with apparatus, firefighting equipment, EMS equipment, and firefighting, EMS, and administrative personnel.

D. The Parties acknowledge that incidents that include but are not limited to the requirement for firefighting, rescue, emergency medical services, special operations, and emergency/disaster relief occur without prior warning, without a set pattern or frequency, and without regard to life, limb, or property.

E. The Parties further recognize that there is a mutual advantage in providing automatic aid for closest unit response for life-threatening emergencies and cooperative use of the resources available among the affected Parties in order that lives and property may be saved.

F. In 2002, Broward County residents voted by Charter amendment to provide for the establishment and funding of communications infrastructure for fire and emergency medical services to facilitate closest unit response for life-threatening emergencies and support for regional specialty teams.

G. By and through this Agreement, the Parties intend to provide for automatic aid via closest unit response for life-threatening emergencies as defined herein as part of the normal day-to-day operations of all of the Parties while not providing such aid to subsidize normal day-to-day operations.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties mutually covenant, promise, and agree as follows:

ARTICLE 1. PURPOSE AND INTENT

1.1. The Parties affirm the Recitals stated above as true and correct and incorporate them herein.

1.2. The stated purpose and intent of this Agreement is for the Parties to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities. This will be accomplished by automatic aid via closest unit response, as defined herein, in addition to the Automatic Aid Addendum agreements that allow for automatic aid between two or more Parties and that are above and beyond the parameters outlined by closest unit response.

1.3. Except to the extent inconsistent with this Agreement, nothing in this Agreement shall preclude or otherwise negate any existing sharing or mutual aid agreements, or agreements pertaining to the compensation or shared expenses of same, that may already exist or may be entered into between any of the Parties. The Parties may continue to enter into such sharing agreements and doing so will not constitute a violation or breach of this Agreement. To the extent anything in this Agreement conflicts with the provisions of any such sharing or Automatic Aid Agreements or other agreements pertaining to the compensation or shared expenses, the provisions of this Agreement shall govern.

ARTICLE 2. DEFINITIONS AND IDENTIFICATIONS

2.1 **Automatic Aid** means assistance dispatched automatically for one Party to one or more other Parties to lend assistance across jurisdictional boundaries for a particular incident.

2.2 **Automatic Aid Addendum** or **AAA** means a written agreement for Automatic Aid between two or more Parties to this Agreement.

2.3 **Available Unit** means a unit in an available status and within the specified estimated time of arrival for the applicable call (if any) from the incident as stated below and with the appropriate unit capabilities based upon the incident at issue, provided that if the applicable Automatic Aid Addendum between the applicable Parties in the incident at issue provides a broader definition of Available Unit, that broader definition shall apply for that incident. The

following phases shall proceed in order, commencing with Phase 1, and proceeding to the next phase one calendar year later unless the Fire Chiefs' Association of Broward County (FCABC), Inc. approve in writing an earlier or delayed progression to the next phase.

Phase	ETA to Incident	Dates of Phase
Phase 1	2 Minutes	Commencement until December 31, 2020
Phase 2	4 Minutes	January 1, 2021 until December 31, 2021
Phase 3	8 Minutes	January 1, 2022 until December 31, 2022
Phase 4	No time limitation	January 1, 2023 and thereafter

2.4 **Closest Unit Response** or **CUR** means lending assistance across jurisdictional boundaries by at least one (1) Available Unit to a Life-Threatening Emergency.

2.5 **Coverage** means the provision of fire protection and services, if needed, to another jurisdiction or geographic area.

2.6 **Life-Threatening Emergency** means the designated incident types that constitute a high priority call under the International Academy of Emergency Dispatch System for both medical and fire, as may be amended from time to time (currently, "Delta" and "Echo" calls).

2.7 **Mutual Aid** means assistance dispatched upon request by one Party to one or more other Parties, in which the lending party approves such request to lend assistance across jurisdictional boundaries for a particular incident.

2.8 **Responding Party** means the agency providing assistance to another agency that has declared an emergency incident.

2.9 **Requesting Party** means the agency requesting assistance from another agency to assist in mitigating an emergency incident.

2.10 **Special Operations** means a specialized response that includes personnel with specific training and knowledge, along with apparatus and equipment, designed to respond to incidents involving hazardous materials, technical rescue, marine, aircraft, water emergency, or other operations that require specialized training and knowledge for mitigation of the incident.

ARTICLE 3. EQUIPMENT AND STAFFING

3.1 **Fire Units** - Each Party must maintain its fire rescue apparatus, equipment, and accessories in good working order. A fire unit will be considered as the full combination of apparatus, equipment, accessories, and personnel assigned to said unit.

3.2 **EMS Units** - Each Party must maintain its EMS apparatus, equipment, and accessories in good working order. An EMS unit will be considered as the full combination of apparatus, equipment, accessories, and personnel assigned to said unit.

3.3 **EMS Licenses** - All EMS transport units must be licensed by the State of Florida and

Broward County as required by applicable law. All EMS units must meet the Advanced Life Support (ALS) requirements as outlined in Florida Administrative Code Section 64J-1.003, as amended from time to time.

3.4 Staffing - Unless otherwise agreed by applicable Parties in an applicable AAA, all responding units shall be staffed as follows, or augmented to be staffed as follows to fulfill the minimum staffing requirements:

- (a) Fire service units that consist of a fire engine company or a quintuple combination pumper (“quint”) shall have at least three (3) state certified firefighter.
- (b) EMS Rescue units shall be staffed, at a minimum, with (i) two (2) state or nationally certified firefighter/paramedics, or (ii) one (1) firefighter/paramedic and one (1) firefighter/emergency medical technician.
- (c) EMS Medical units shall be staffed at a minimum with (i) two (2) state or nationally certified paramedics, or (ii) one (1) paramedic and one (1) emergency medical technician.
- (d) All other responding specialty apparatus and support units shall have appropriately trained and certified personnel for said unit.

ARTICLE 4. REQUEST FOR AID

4.1 An arrangement for Automatic Aid between two or more Parties to this Agreement shall be memorialized as an Automatic Aid Addendum. Any existing automatic aid agreement between two or more Parties that is in place as of the Effective Date of this Agreement and that provides equal or greater automatic aid than outlined in the parameters of this Agreement shall automatically be considered to be an AAA under this Agreement without further action, unless the Parties to that Automatic Aid Agreement agree otherwise in writing. Each AAA shall, at a minimum, specify the applicable apparatus and personnel to be provided and the designated areas for such aid.

4.2 By execution of this Agreement, each Party consents and commits to accept requests for Closest Unit Response from any applicable public safety answering point (PSAP). For any Life-Threatening Emergency (as defined in Section 2.6) originating from within the geographical boundaries of any Party, that Party shall be deemed the Requesting Party and the applicable PSAP shall dispatch units based upon Closest Unit Response parameters.

ARTICLE 5. RESPONSE TO REQUEST FOR AID

5.1 The Parties agree to provide aid to each other by responding to the fire, rescue situations, EMS calls, special operations emergencies, other emergencies, and disasters as requested by the Requesting Party subject to the terms, conditions, and understandings contained in this Agreement and any applicable agreement(s) between the relevant Parties (subject to Section 1.3 above).

5.2 Any Parties executing an AAA for Automatic Aid further agree to provide Automatic Aid as set forth in such AAA to the Parties to that AAA.

5.3 If a call for service originates from outside the geographical boundaries of a particular Party and that Party has Available Units ("Responding Party"), then the Responding Party shall accept and respond to a dispatch request for Closest Unit Response in the same manner as a call for service within the Responding Party's jurisdiction, except as may otherwise be modified by this Agreement.

5.4 The Parties recognize and agree that if, for any reason beyond the reasonable control of the Responding Party, the Available Unit(s) or other requested resources are unable to respond to the request for aid, the Responding Party shall not be liable or responsible in any regard whatsoever for such inability to respond.

5.5 In the event any Party has twelve (12) or more unjustified incidents of being unable to respond with an Available Unit under the parameters of CUR within a calendar year, upon written approval of the Fire Chiefs for the majority of the municipalities that both share a geographical boundary with that Party and are a Party to this Agreement, the Party demonstrating the failure to respond may be terminated as a Party to this Agreement upon sixty (60) days' prior written notice by any such neighboring municipality that is a Party to this Agreement. Any financial or other liabilities that accrued prior to the effective date of termination shall survive such termination of this Agreement.

5.6 Grounds justifying an inability to respond to a request for CUR include, but are not limited to, the following, provided that upon the resolution or removal of any of these grounds justifying an inability to respond, the Responding Party promptly contacts the PSAP and offers to provide the requested assistance:

- (a) The requested unit was inoperative;
- (b) The requested unit was dispatched in error and outside the parameters stated in the Broward County Closest Unit Response Project Charter at Section 4, Project/Service Description, as may be amended or otherwise modified by the applicable Broward County governance boards;
- (c) The requested unit was being utilized on another emergency call; or
- (d) The requested unit is prohibited as matter of federal or state law from providing aid outside the territorial limitations of their jurisdiction.

ARTICLE 6. CONTROL OF FIRE, RESCUE, EMS, AND SPECIAL OPERATIONS,

6.1 The Parties to this Agreement understand and agree that the Incident Command System ("ICS"), as defined by the National Incident Management System ("NIMS"), is the framework for controlling and managing emergency incidents within a given jurisdiction. The Incident Commander ("IC"), as defined within ICS under NIMS, is in charge of the incident and

responsible for tactical coordination of all personnel and equipment used to control an active incident.

6.2 Control of each Responding Party's personnel shall remain with each Responding Party as to the rendition of service, standards of performance, discipline of officers and employees, and other matters incident to the performance of services by the Responding Party's personnel.

6.3 The personnel of the Responding Party shall not be obligated to obey any order that an officer of the Responding Party reasonably believes to be either in violation of the laws of the State of Florida, United States, or the established rules and procedures of the Responding Party. The senior officer of the Responding Party may, in his or her judgment, instruct the personnel of the Responding Party that they are not obligated to comply with any order issued by another Party's personnel that said senior officer believes may result in a likelihood of unreasonable risk of death or bodily injury to the agents, officers, or employees of the Responding Party, or in a significant and substantial loss or damage to the Responding Party's equipment. In the event of said noncompliance, the senior officer will notify the other Party's individual who issued said order, and the senior officer will notify his or her supervisor of the Responding Party.

6.4 Communications at each incident to which a Responding Party is rendering aid shall be in accordance with the National Incident Management System guidelines, unless otherwise agreed by the applicable Parties.

ARTICLE 7. REIMBURSEMENT

7.1 All costs associated with providing aid as defined within this Agreement shall be the responsibility of the Responding Party except as otherwise expressly stated in this Agreement, the applicable AAA (if any), or another written agreement between the applicable Parties, or, for a declared emergency only, the applicable respective funding responsibilities per Federal Emergency Management Agency requirements. Any other agreements relating to payment for fire protection and emergency medical services shall remain in effect.

7.2 Except as otherwise expressly provided in this Agreement, each Party is solely responsible for the wages, salaries, cost of workers' compensation or other insurance premiums and benefits, and retirement and other job benefits to any of its employees or contractors, whether or not said persons provide any services to any other Party under this Agreement.

7.3 Except as otherwise expressly provided in this Agreement, the Responding Party furnishing any equipment pursuant to this Agreement shall bear the cost of any loss or damage to its equipment, and shall be solely responsible for any expenses incurred in the operation or maintenance of such equipment.

7.4 Any Responding Party that provides transport service may require reimbursement for the transport service from the transported patient to the extent permitted by law. The Responding Party will handle billing, insurance claims, and collection in accordance with their

policies and procedures and any applicable laws and regulations, including the latest federal Medicare guidelines if applicable. The Requesting Party shall receive, upon request to the Responding Party, a copy of any such invoices or other documentation, provided that neither Party shall use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("e- PHI") except as permitted by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), each as amended, and the regulations promulgated thereunder (collectively "HIPAA"), and any other applicable laws and regulations, all as may be amended from time to time.

ARTICLE 8. INDEMNIFICATION

8.1 To the extent permitted and as limited by Section 768.28, Florida Statutes, the Parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all of its own costs, attorney's fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation of the defense thereof and any appellate proceedings, and from and against any orders, judgments, or decrees that may be entered as a result thereof.

8.2 Each Party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages, and causes of actions arising out of or occurring during travel to or from its own incident or emergency or from an incident or emergency covered by this Agreement.

8.3 The Parties agree that this Agreement does not require any Party to provide, nor entitle any Party to demand, indemnification, defense, or hold harmless relating to any claims, demands, damages, or causes of action that may be brought against any Party pursuant to this Agreement.

8.4 Any existing privileges and immunities, limitations from liability, exemptions from laws, ordinances, and rules, and all pensions, benefits, and other relief, disability, workers' compensation, and other benefits that apply to the officers, agents, or employees of the Parties hereto when performing their respective functions and duties within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of those functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

ARTICLE 9. EFFECTIVE DATE; TERMINATION

9.1 This Agreement shall be effective as to each Party on the first day of the first calendar month after execution of this Agreement by that Party. The effectiveness of this Agreement does not require the execution by all or any minimum number of municipalities, but shall be effective as stated in this Section 9.1 for each executing Party after execution by that Party.

9.2 This Agreement may be terminated by any Party solely as to that Party's participation in this Agreement upon no less than sixty (60) days' prior written notice by the provision of such

written notice to the entities stated in the Notices provision of this Agreement. Upon receipt of any notice of termination, the Fire Chiefs' Association of Broward County shall promptly serve such notice upon all other Parties to this Agreement. The termination by any one Party pursuant to this section shall have no effect upon the continuation of this Agreement as to the other remaining Parties.

ARTICLE 10. GENERAL CONDITIONS

10.1 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity or such rights or limitations may be applicable, nor shall nor anything included herein be construed as consent by any Party to be sued by third parties in any matter arising out of or relating to this Agreement. This section shall survive the termination of this Agreement.

10.2 No Third-Party Beneficiaries. The Parties do not intend to create or confer any rights or obligations in or upon any third party by this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties therefore acknowledge 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 upon this Agreement.

10.3 Independent Contractor. The Parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. No party or any agent, employee, subcontractor, or assignee of any Party may represent to another that it has the authority to bind the other Party unless specifically authorized in writing to do so. No right to any Party's retirement, leave benefits, or any other benefits of a Party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Parties shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, or insurance for any other Party or any other Party's officers, employees, agents, subcontractors, or assignees.

10.4 Equal Opportunity; Discrimination. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this interagency agreement.

10.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed on the signature pages below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as provided in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

10.6 Compliance with Law. Each Party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant

to this Agreement. This Agreement does not and shall not be deemed to relieve any Party of any of its obligations or responsibilities imposed by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the other Parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

10.7 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.8 Entirety of Agreement. Except as to any AAA or other Automatic Aid or Mutual Aid agreement between any of the Parties to this Agreement, this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, unless expressly permitted herein.

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

10.10 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from any other Party. Any attempt to assign this Agreement or any interest or obligation under this Agreement shall be null and void ab initio.

10.11 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

10.12 Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort, the language agreed to herein expresses their mutual intent, 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.

10.13 Authority. Each person signing this Agreement on behalf of any Party warrants that he or she has full legal power and authority to execute this Agreement on behalf of that Party.

10.14 Materiality; Waiver. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

10.15 Public Records. Each Party shall be individually responsible for compliance with the obligations of Chapter 119, Florida Statutes, for any public records made or received by that Party.

10.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document, addendum, or exhibit attached to or incorporated in this Agreement and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 shall prevail and be given effect.

10.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of each Party. Any amendment to Automatic Aid Addendums (AAAs) shall require only the written approval by authorized representatives of the Parties to that particular AAA and shall not constitute an amendment to this Agreement.

10.18 Conflict Resolution. The Parties mutually agree that it is beneficial to have a conflict resolution policy in place as an incorporated element of this Agreement. If any Party is in conflict as to another Party relating to a dispute arising out of this Agreement or any provision thereof, an executive director/senior manager of each Party in conflict will meet within thirty (30) days after being notified of a conflict. The Parties in conflict will attempt to resolve the conflict at the senior management level without the need for further resolution, unless it is impractical or not feasible to resolve the issue at the negotiations level. If negotiations fail to resolve the issue, upon request by any Party in the conflict, the conflicting Parties shall mediate the issues by a Supreme Court Certified Circuit Civil Mediator in Broward County, Florida. Any

such mediation shall occur within thirty (30) days after the date mediation is requested by a conflicting Party. The Mediator shall be agreed upon by the Parties in conflict by mutual agreement (if the Parties cannot agree, each Party in the conflict shall select one (1) mediator, and the selected mediators shall agree upon the mediator that shall conduct the mediation, which may be any of the selected mediators or a different mediator entirely). The conflicting Parties shall pay the Mediator fees promptly and on an equal basis. Litigation may not be commenced by a Party until after any requested mediation has been (i) declared an impasse by the Mediator, (ii) terminated in writing by one or both of the Parties, or (iii) there is an immediate need for judicial relief of an emergency nature (i.e., the need for a temporary restraining order or preliminary injunction). Nothing in this section is intended to prejudice a Party's right to access the courts to obtain judicial relief or assistance; rather, this provision is created to facilitate resolution before litigation is initiated. Provided an appropriate Resolution has been issued by the governing body of the applicable Party and noticed to the applicable entities in compliance with Section 164.1052(1), Florida Statutes, compliance with the provisions of this section shall be deemed by the conflicting Parties to constitute full compliance with the conflict assessment phase obligations of the Parties under Section 164.1053(1), Florida Statutes. Unless the applicable Parties otherwise agree in writing, nothing in this section alleviates the Parties' obligations to comply with Section 164.1055, Florida Statutes, or any necessary notice obligations under Florida law.

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

10.20 Recording. This Agreement and any subsequent amendments shall be recorded in the Official Records of Broward County.

The remainder of this page is intentionally blank.

REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS
RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE

SHERIFF OF BROWARD COUNTY

By: _____
Sheriff of Broward County

Date: _____

Witnessed: _____

Witnessed: _____

Approved as to form and legal sufficiency:

By: _____
Terrence Lynch, General Counsel
Office of the General Counsel

Date: _____

NOTICE ADDRESS PER § 10.5:

Email address: _____

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

MUNICIPALITY

ATTEST:

Town of Pembroke Park

CITY CLERK, Marlen Martell

By: _____
MAYOR

Geoff Jacobs, Mayor

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this First Amendment as to form and legal
sufficiency subject to execution by the Parties:

Town Attorney, Melissa P. Anderson

NOTICE ADDRESS FOR TOWN OF PEMBROKE PARK PER § 10.5:

3150 SW 52 AVE.
PEMBROKE PARK, FL 33023

Email address: townattorney@tppfl.gov

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2021

(Signature)

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

(Print Name of Witness)

NOTICE ADDRESS PER § 10.5:

Broward County Regional Emergency
Services and Communications
Attn: Director, Tracy Jackson
201 NW 84 Avenue
Plantation, Florida 33324
Fort Lauderdale, Florida 33301
Email address: tjackson@broward.org

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
2021-09-14 Regional Automatic Aid Agreement
#473096.8



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

Agenda Request

Meeting Date:	11/23/2021
Subject:	Employee Handbook Update
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Yolanda Menegazzo, HR Consultant
Reviewed by:	Name & Title: Melissa Anderson, Town Attorney
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Employee Handbook document in track changes format for easier view of changes.
Fiscal Impact:	\$0.00
Policy Question(s) for Commission Considerations:	
Summary:	The Employee Handbook was updated to clarify and add to existing policies.
Background:	The Employee Handbook is a living breathing document regularly updated.
Discussion/Analysis:	If approved, it would be issued via ADP to all staff for electronic signature of receipt.
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



Employee Handbook

~~June-November~~ 2021

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. [The Handbook contains general information and guidelines.](#) These policies may be amended [with or without notice](#) 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. If you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to Human Resources or your Department Head.~~

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.

[BULLYING](#)

[The Town will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.](#)



Bullying is defined as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors.
- Work interference/sabotage that prevents work from being done.
- Verbal abuse.

Such behaviors violate the Town's Code of Ethics and Code of Conduct, as all employees will be treated equally with dignity and respect.

The Town considers the following types of behavior examples of bullying:

- Verbal bullying: slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying: pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault, damage to a person's work area or property.
- Gesture bullying: nonverbal gestures that can convey threatening messages.
- Exclusion: socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.



- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to their supervisor or to Human Resources before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the Town to take appropriate action.

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) [business](#) 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 has final approval of hiring new employees, with the exception of the following positions that are hired by the Town Commission. 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 (2) 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 thirty (30) calendar 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)~~ employees 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~~ employees will clock in and out 4 times daily (beginning of shift, beginning of lunch break, end of lunch break and end of shift)

~~6-~~ Employees may utilize a physical timeclock or clock in/out through the mobile app. The Town utilizes a feature in the HR payroll system called geofencing that sets a virtual barrier for where employees may clock in and out. The system will not allow employees to clock in and out outside of the 1-mile barrier from Town Hall. Employees having technical difficulties with clocking in and out must contact their Department Head for assistance.

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~~ thirty (30) minutes PRIOR to 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 business 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, regardless if the employee has met the FLSA standards of working a minimum of 40 hours .

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 two (2) years 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, County Administrator, or Governor 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. 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.)

Any recommendation exceeding a 10% increase must be approved by the Town Commission.

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. Any employee wishing to appeal a decision rendered by the Town Manager may present an appeal to the Town Commission.

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.

Employees training other employees will receive a premium for the hours of actual training up to a maximum of 10% of their annual salary only for hours actually conducting the training. This policy is not applicable to the trainee, only the trainer. [In order to be eligible for this benefit, the training must be a formal group training for staff and is 100% subject to approval by 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.

TELECOMMUTING

Telecommuting allows employees to work at home, on the road or in a satellite location for a part of their workweek. The Town considers telecommuting to be a viable, flexible work benefit when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a Townwide benefit, and it in no way changes the terms and conditions of employment with the Town.

The telecommuting benefit may only be utilized by Department Directors. Any exceptions must



be pre-approved by the Town Manager.

Any telecommuting requests must be sent in writing to the Town Manager for pre-approval with a specific reason for the request. Each request will be evaluated on a case by case basis. Employees on average may utilize a maximum of 2 telecommuting days per month. Any exceptions must be pre-approved by the Town Manager.

Individuals requesting formal telecommuting arrangements must be employed with the Town for a minimum of 6 months of continuous, regular employment and must have a satisfactory performance record.

The employee is required to follow the same work schedule, unless otherwise approved by the Town Manager and be available for all meetings and communication as needed.

Employees may utilize their Town issued equipment when telecommuting. If the employee does not have a Town-issued equipment, the employee may be authorized to utilize their home equipment and remote log in to their work computer. Equipment supplied by the organization is to be used for business purposes only.

The employee will establish an appropriate work environment within his or her home for work purposes. The Town will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary Town information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the Town's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the Town Manager. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.



Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

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

Juneteenth

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.

Effective June 19, 2021, the Town observes Juneteenth as a paid holiday. In 2021, employees may choose to observe the Juneteenth holiday as a floating holiday within the calendar year and expires on December 21st, 2021. Moving forward in 2022, Juneteenth will be observed on the actual holiday and treated as the other holidays listed above.

The floating holiday and personal holiday are use it or lose it. Employees must request the time off in the Paid Time Off Request system at least two (2) weeks in advance. Approval is subject to the Department Head's discretion based on the number of employees absent that day to ensure the department is operational and properly staffed.

Employees are eligible to use floating holidays and personal days after six (6) months of employment. Employees are eligible for paid time off on the remaining holidays listed above from their employment start date.

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, partial 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. Employees shall be entitled to utilize accrued sick time immediately upon their employment start date. Any sick time off taken without accrued sick leave will be unpaid. Employees may be subject to disciplinary action for abuse of sick leave.

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 (3) business days or twenty-four (24) hours of pay shall be allowed an employee to attend a funeral within an immediate family. Immediate family shall include spouse, domestic partner, mother, father, children, brother, sister, grandparents, in-laws, stepchildren, grandchildren, aunt, uncle, first cousin, or anyone living in the employee's



household. 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

In accordance with Florida Statutes, Section 741.313, any employee employed by the Town for three (3) or more months may request and take up to three (3) working days of leave from work



in any 12-month period if the employee or a family or household member is the victim of domestic violence or sexual violence. The leave may be paid or unpaid, but an employee must use all applicable paid annual, personal, sick, and/or other applicable paid leave prior to being eligible for unpaid leave.

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.

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~~ twelve (12) weeksmonths. 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. The leave approval is 100% subject to discretion by the Town Manager.

LEAVE DONATION POLICY

The Town recognizes that employees may have a family medical emergency or be affected by a major disaster, resulting in need for additional time off in excess of their available paid time off accruals. To address this need, all eligible employees will be allowed to donate accrued sick or personal leave hours from their unused balance to their co-workers in need of additional paid time off. This policy is strictly voluntary.

- Employees must be employed with the Town for a minimum of one (1) year to donate and/or receive donated sick/personal time.
- Recipient identity will not be disclosed to the donating employees.
- Employees may not donate more than fifty percent (50%) of their current balance.
- Employees cannot borrow against future sick/personal time to donate.
- Employees who receive donated sick/personal time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

Nothing in this policy will be construed to limit or extend the maximum allowable absence under FMLA.

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 may submit or be requested to submit recommendation for suspension or discharge to the Town manager for review.

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 or unequal conduct or treatment 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 (3) business 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, injury to others, and/or Town property.
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.
- 13-14. Excessive absenteeism and/or abuse of time off.



~~14.15.~~ Violation of departmental rules.

~~15.16.~~ Willful violation of any safety rule or practice.

~~16.17.~~ Guilty of conduct unbecoming of an employee of the Town's service whether on duty, or off ~~of~~

~~17.18.~~ 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~~shall 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 fifteen (15) [business](#) 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 fifteen (15) 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 (10) 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 or consultant may participate in any decision specifically to appoint, hire, promote, discipline or discharge an 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) [business](#) 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 in accordance with Florida elections and resign to run applicable laws.

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 should never be duplicated, given or lent to anyone else, including a fellow employee, without prior approval from the Department Director. Lost or stolen items must be immediately reported to the Town Manager. All keys must be returned to the original employee immediately to prevent lost keys.

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 driving Town vehicles may be subject to regular driving history/DMV checks.
- 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 or 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.

TOWN WEBSITE

The Town Website currently has main informational pages and then individual department pages. The Main Town Webpage shall be managed by the Clerk's Office. All requests for updates/changes to the Main Town Website must be submitted in writing to the Clerk's Office. Each Department will be responsible for updating their individual department webpages.



Oversight of this procedure will be provided by the IT Department. It is important to note that some employees may have access to modify the Main Town Page, however, the Clerk's Office is the only authorized party to make changes to the Main Page. Town Website credentials shall not be shared with any unauthorized users.

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

Users are not permitted to change any default settings on a Town-issued phone, iPad, or any other device without prior written authorization from the IT Director.



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.

All Town social media accounts will have login and password credentials for those authorized to have access to post and never be linked to someone's personal page without prior consent by the Town Manager. All individuals posting will have training on archiving and public records management as it pertains to social media. All Town social media pages are to be managed by the Town Manager's designee. The Town has multiple social media pages, of which each designee is responsible for providing accurate information that professionally represents the Town. IT provides additional oversight for usage and permissions of the social media sites. Designees and users of the social media sites must be pre-approved by the Town Manager. Social media credentials may be not shared with any unauthorized users.

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.

Comprehensive Emergency Management Plan (CEMP) – A strategic document that is a blueprint for an emergency management program containing the 4 phases of emergency management: mitigation, preparedness, response, and recovery.

Conduct Unbecoming – refers to the conduct on the part of a certified professional that is contrary to the public interests, or which harms his/her standing of the profession in the eyes of the public.

Continuity of Operations Program (COOP) – the initiative that ensures that government departments/agencies are able to continue operation of their essential functions under a broad range of circumstances including all-hazard emergencies as well as natural, man-made, and technological threats and national security emergencies.

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.

Department Operating Centers (DOCs) – established and activated by individual departments to coordinate and control actions specific to that department during an emergency event.

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

AGENDA ITEM REPORT



To: commission
Subject: Budget Amendment - 2 Fiscal 2021
Meeting: 12 15 2021 WORKSHOP COMMISSION MEETING - Dec 15 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

Every fiscal year prior to the audit, the Town reallocates unused budgeted funds and reallocates them to accounts that have exceeded the initial budgeted amount.

FINANCIAL IMPACT:

NONE

RECOMMENDATION:

Approve Budget Amendment

ATTACHMENTS:

[Budget Amendment .2- FY21](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Dec 09 2021
Melissa Anderson, Town Attorney	Approved - Dec 09 2021
JC Jimenez, Town Manager	Approved - Dec 09 2021
Marlen Martell, Town Clerk	Approved - Dec 09 2021

Town of Pembroke Park Florida



Fiscal Year 2021 Budget Amendment - 2 December 15, 2021

**TOWN OF PEMBROKE PARK
FISCAL YEAR 2020 - 2021 BUDGET SUMMARY**

Description	Adopted Budget 2019-2020	Budget Amendment.2 2020-2021
GENERAL FUND REVENUES		
Ad Valorem	6,592,457	6,592,457
Local Option Gas Tax	100,000	100,000
Utility Tax	1,211,000	1,211,000
Franchise Fees	874,750	874,750
Licenses & Permits	938,455	938,455
Intergovernmental Revenue	980,324	980,324
State Shared Revenue	556,500	556,500
Charges for Services	364,400	364,400
Fines & Forfeitures	36,000	36,000
Other Revenue	862,005	862,005
Fund Balance Reserves	254,213	254,213
TOTAL GENERAL FUND REVENUES	12,770,104	12,770,104
GENERAL FUND EXPENDITURES BY DEPARTMENT		
Mayor & Commission	434,286	408,836
Administration	1,019,575	1,049,275
Finance	561,052	588,253
Legal	207,500	423,012
Comprehensive Planning	236,000	273,000
Non-Departmental	396,860	630,210
Law Enforcement	3,342,652	3,437,652
Fire Rescue	3,525,607	3,468,607
Building	466,750	474,900
Roads & Streets	456,691	507,091
Code Enforcement	208,569	157,469
Parks & Recreation	508,023	433,343
Capital Outlay	1,065,125	739,916
Capital Projects	341,412	178,540
Debt Service	0	0
Contingency	0	0
Use of Fund Balance Reserve	0	0
TOTAL GENERAL FUND EXPENDITURES	12,770,104	12,770,104
NOTE: LAW ENFORCEMENT AND FIRE RESCUE EXPENDITURES AS A PERCENTAGE OF BUDGET	6,868,259 54%	6,906,259 54%

**TOWN OF PEMBROKE PARK
FISCAL YEAR 2020-2021 BUDGET SUMMARY**

ENTERPRISE FUNDS Description	Adopted Budget 2020-2021	Budget Amendment.2 2020-2021
Sewer Fund Revenue		
Charges for services	2,810,000	2,810,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	207,929	207,929
Cash Balance Brought Forward	0	0
Total Sewer Fund Revenue	3,017,929	3,017,929
Sewer Fund Expenses		
Financial & Administrative	238,301	224,566
Physical Environment	2,423,962	2,477,698
Capital Projects	140,000	100,000
Debt Service	215,665	215,665
Contingency	0	0
Total Sewer Fund Expenses	3,017,928	3,017,929
DIFFERENCE	0	
Stormwater Fund Revenue		
Charges for services	1,400,000	1,400,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	431,350	431,350
Cash Balance Brought Forward	0	-
Total Stormwater Revenue	1,831,350	1,831,350
Stormwater Fund Expenses		
Financial & Administrative	118,995	121,113
Physical Environment	1,043,018	1,083,259
Capital Projects	400,030	357,671
Contingency	269,307	269,307
Total Stormwater Expenses	1,831,350	1,831,350
DIFFERENCE	0	0
Combined Enterprise Fund Revenue & Expenses		
Enterprise Funds Revenues (Sewer & Stormwater)		
Charges for services	4,210,000	4,210,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	639,279	639,279
Cash Balance Brought Forward	0	-
Total Revenue	4,849,279	4,849,279
Enterprise Funds Expenses (Sewer & Stormwater)		
Financial & Administrative	357,296	345,679
Physical Environment	3,466,980	3,560,957
Capital Projects	540,030	457,671
Debt Service	215,665	215,665
Contingency	269,307	269,307
Total Enterprise Fund Expenses	4,849,278	4,849,279
DIFFERENCE	0	0

**Town of Pembroke Park
General Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Ad Valorem		
001-000310-311001-01-0000	Ad Valorem Taxes	6,592,457	6,592,457
	Total Ad Valorem	6,592,457	6,592,457
001-000310-312410-00-0000	Local Option Fuel Tax	100,000	100,000
	Total Local Option Fuel Tax	100,000	100,000
	Franchise Fee		
001-000310-323100-00-0000	Electric Franchise Fee	575,000	575,000
001-000310-323400-00-0000	Gas Franchise Fee	7,000	7,000
001-000310-323700-00-0000	Garbage Franchise Fee	275,000	275,000
001-000310-323901-00-0000	Towing Franchise Fee	10,000	10,000
001-000310-323902-00-0000	Bus Stop Shelter Franchise Fee	3,500	3,500
001-000310-323903-00-0000	Bus Stop Benches Franchise Fee	4,250	4,250
	Total Franchise Fee	874,750	874,750
	Utility Tax		
001-000310-314100-00-0000	Electric Utility Tax	790,000	790,000
001-000310-314200-01-0000	Communication Tax	149,000	149,000
001-000310-314300-00-0000	Water Utility Tax	260,000	260,000
001-000310-314400-00-0000	Gas Utility Tax	12,000	12,000
	Total Utility Tax	1,211,000	1,211,000
	Licenses & Permits		
001-000320-316000-00-0000	Business Tax Receipts - Local	127,000	127,000
001-000320-321200-00-0000	Business Tax - County	2,500	2,500
100-000320-322001-00-0000	Building Permits	318,150	318,150
100-000320-322001-01-0000	Building Permit - Reinspection Fee	5,000	5,000
100-000320-322001-02-0000	Building Department - Reinstatement Fee	500	500
100-000320-322001-03-0000	Building Inspection Fee	34,100	34,100
100-000320-322002-00-0000	Electrical Permits	34,715	34,715
100-000320-322002-01-0000	Electrical Permits - Reinspection Fee	500	500
100-000320-322002-03-0000	Electrical Inspection Fee	8,585	8,585
100-000320-322003-00-0000	Mechanical Permits	30,000	30,000
100-000320-322003-01-0000	Mechanical Permit - Reinspection Fee	500	500
100-000320-322003-02-0000	Mechanical Inspection Fee	3,385	3,385
100-000320-322004-00-0000	Plumbing Permits	30,000	30,000

**Town of Pembroke Park
General Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
100-000320-322004-01-0000	Plumbing Permit Reinspection Fee	760	760
100-000320-322004-02-0000	Plumbing Inspection Fee	2,830	2,830
001-000320-329001-00-0000	Certificate of Use Permits	28,000	28,000
001-000320-329002-00-0000	Building Inspection Fees	2,000	2,000
001-000320-329002-00-0000	Building Reinspection Fee B.T.R.	5,000	5,000
001-000320-329003-00-0000	Fire Inspection Fees - Business Tax	10,000	10,000
001-000320-329003-01-0000	Fire Inspection Fees - Annual Renewals	30,000	30,000
001-000320-329003-04-0000	Fire Inspection Fees - Permits	15,000	15,000
001-000320-329003-05-0000	Fire Reinspection Fee B. T.R.	1,000	1,000
001-000320-329003-06-0000	Fire Reinspection Fee	25,000	25,000
001-000320-329005-00-0000	Sign Fees	58,000	58,000
001-000320-329006-01-0000	Zoning & Variance & Site Plan Fees	30,000	30,000
001-000320-329007-00-0000	Engineering-Planning Services	5,000	5,000
001-000320-329008-00-0000	Alarm Registration Fees	2,900	2,900
001-000320-329009-00-0000	Radon Fees 10% - Restricted for Education	4,000	4,000
100-000320-329014-00-0000	Plan Review	68,680	68,680
100-000320-329015-00-0000	Processing Fee	52,520	52,520
001-000320-329900-00-0000	Other License, Fees, Permits	2,830	2,830
	Total Licenses & Permits	938,455	938,455
	REVENUES AND RESERVES CONTINUED		
001-000330-335120-00-0000	Municipal Revenue Sharing Program	170,000	170,000
001-000330-335140-00-0000	Mobile Home Licenses	6,500	6,500
001-000330-335150-00-0000	Alcoholic Beverage Licenses	5,000	5,000
001-000330-335180-00-0000	Half Cent Sales Tax	375,000	375,000
	Total State Shared Revenue	556,500	556,500
	Intergovernmental Revenue		
001-000330-331203-00-0000	Federal Grant	482,344	482,344
001-000330-334800-00-0000	Other Grants	497,980	497,980
	Total Intergovernmental Revenue	980,324	980,324
	Charges for Services		
100-000340-341903-00-0000	Certificate of Occupancy Fees	5,050	5,050
100-000340-341903-01-0000	Certificate of Completion	34,350	34,350
001-000340-341905-00-0000	Lien Searches	2,500	2,500
001-000340-342601-00-0000	EMS Transport Collections	275,000	275,000
001-000340-347200-02-0000	Park Facility Rental Preserve	3,000	3,000

Town of Pembroke Park
General Fund Revenue
FY2021

General Ledger Code/Description		FY2021	FY2021
		Approved Budget	Budget Amendment
001-000340-349001-06-0000	Reimbursable Charges - Legal Services	10,000	10,000
001-000340-349001-08-0000	Reimbursable Charges Planning Services	25,000	25,000
001-000350-351002-00-0000	Rec. Vehicle Inspection Fee Revenue	2,500	2,500
001-000350-351003-00-0000	False Alarm Fees	7,000	7,000
	Total Charges for Services	364,400	364,400
	Fines & Forfeitures		
001-000350-351001-00-0000	Local Law Enforcement Trust Fund Fines	1,000	1,000
001-000350-351004-00-0000	Code Enforcement Fines	30,000	30,000
001-000350-359001-00-0000	Other Fines and Forfeitures	5,000	5,000
	Total Fines & Forfeitures	36,000	36,000
	Other Revenue		
001-000360-361100-02-0000	Interest - FL. Dept. Admin. LGIP Investments	18,000	18,000
001-000360-361100-03-0000	Interest/Penalties - Ad Valorem Taxes	10,000	10,000
001-000360-361400-00-0000	Penalty and Late Charges	5,000	5,000
001-000360-361500-00-0000	Garbage Collection Fees OES	10,000	10,000
001-000360-363240-00-0000	Impact Fees - Fire	77,505	77,505
001-000360-369001-00-0000	Other Revenue	631,500	631,500
100-000360-369001-01-0000	Other Revenue Building Department	5,000	5,000
001-000360-369900-00-0000	Other Miscellaneous Revenue	105,000	105,000
	Total Other Revenue	862,005	862,005
001-000000-284000-00-0000	Use Of Fund Balance/Unassigned Reserve	317,600	317,600
Total General Fund Revenue		\$12,833,491	\$12,833,491

**Town of Pembroke Park
Mayor & Commission Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
	Personal Services			
001-510511-110000-00-0000	Salaries	210,000	173,000	173,000
	Total Personal Services	210,000	173,000	173,000
	Payroll Expenditures			
001-510511-210000-00-0000	FICA Taxes Expense	16,065	16,065	16,065
001-510511-230001-00-0000	Group Insurance Health	53,831	38,831	38,831
001-510511-220000-00-0000	Employer Contribution - Retirement Fund	81,000	111,000	111,000
001-510511-230001-01-0000	Dental/Vision Insurance	9,889	9,889	9,889
001-510511-230001-02-0000	Life Insurance(Standard Insur.Co.)	3,673	3,673	3,673
001-510511-230001-03-0000	Long Term Care(John Hancock Co.)	10,076	10,076	10,076
001-510511-230001-05-0000	Life Insurance(John Hancock VUL)	4,059	4,059	4,059
001-510511-240000-00-0000	Workers' Compensation	437	437	437
	Total Payroll Expenditures	179,030	194,030	194,030
	Operating Expenditures			
001-510511-400001-00-0000	Travel	14,000	14,000	14,000
001-510511-410001-00-0000	Cell Phone	6,000	6,000	6,000
001-510511-441002-00-0000	Lease Expense - Copy Machine	1,000	1,000	1,000
001-510511-450002-00-0000	Insurance - Property & Liability	756	756	756
001-510511-490006-00-0000	Business Meetings	5,000	5,000	5,000
001-510511-490900-00-0000	Misc. Charges	3,000	3,500	3,500
001-510511-540001-00-0000	Memberships	4,500	6,000	6,000
001-510511-540001-01-0000	Education and Training	1,000	1,000	1,000
001-510511-540002-00-0000	Election Services	10,000	4,550	4,550
	Total Operating Expenditures	45,256	41,806	41,806
Total Personal Services	Total Personal Services	\$ 210,000	\$ 173,000	\$ 173,000
Total Payroll Expenditures	Total Payroll Expenditures	\$ 179,030	\$ 194,030	\$ 194,030
Operating Expenditures	Total Operating Expenditures	\$ 45,256	\$ 41,806	\$ 41,806
Total Mayor & Commission	TOTAL Mayor & Commission	\$ 434,286	\$ 408,836	\$ 408,836

**Town of Pembroke Park
Administration Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
Personal Services				
001-510512-120000-00-0000	Salaries	563,730	588,730	588,730
001-510512-140000-00-0000	Overtime	1,500	1,500	1,500
	Total Personal Services	565,230	590,230	590,230
Payroll Expenditures				
001-510512-210000-00-0000	FICA Taxes Expense	42,623	44,123	44,123
001-510512-220000-00-0000	Employee Retirement Expense	114,053	126,053	126,053
001-510512-230001-00-0000	Group Insurance	96,895	96,895	96,895
001-510512-230001-01-0000	Dental/Vision Insurance	14,353	14,353	14,353
001-510512-230001-02-0000	Life Insurance(Standard Insur.Co.)	7,345	9,845	9,845
001-510512-230001-05-0000	Life Insurance(John Hancock VUL)	12,343	12,343	12,343
001-510512-240000-00-0000	Workers' Compensation	1,311	1,311	1,311
001-510512-250000-00-0000	Unemployment Compensation Expense			
	Total Payroll Expenditures	288,923	304,923	304,923
Operating Expenditures				
001-510512-340006-01-0000	Town Hall Janitorial Services	3,900	3,900	3,900
001-510512-340007-00-0000	Contractual Services- BTR Structural	5,000	8,350	8,350
001-510512-340011-00-0000	HR Management Services	90,000	90,000	90,000
001-510512-400001-00-0000	Travel	7,500	3,800	3,800
001-510512-410001-00-0000	Cellular Phones	3,600	4,300	4,300
001-510512-441001-00-0000	Lease Expense - Vehicles	6,000	-	6,000
001-510512-441002-00-0000	Lease Expense - Copy Machine	2,000	2,000	2,000
001-510512-450002-00-0000	General Liability - Property Insurance	5,422	5,422	5,422
001-510512-460010-00-0000	Misc. Maintenance - Car & Buildings	2,000	500	500
001-510512-470000-00-0000	Printing	2,000	250	250
001-510512-490002-00-0000	Misc. Charges	7,500	14,000	14,000
001-510512-490006-00-0000	Business Meetings/Meals	1,000	2,100	2,100
001-510512-510001-00-0000	Office Supplies	9,000	5,500	5,500
001-510512-521001-00-0000	Vehicle Expense - Gasoline	1,000	-	-
001-510512-540001-00-0000	Memberships/Subscriptions	3,500	5,500	5,500
001-510512-540003-00-0000	Education and Training	6,000	1,000	1,000
001-510512-541002-00-0000	Employee - Tuition Assistance	10,000	1,500	1,500
	Total Operating Expenditures	165,422	148,122	154,122
Total Personal Services		\$ 565,230	\$ 590,230	\$ 590,230
Total Payroll Expenditures		\$ 288,923	\$ 304,923	\$ 304,923
Total Operating Expenditures		\$ 165,422	\$ 148,122	\$ 154,122
TOTAL ADMINISTRATION		\$ 1,019,575	\$ 1,043,275	\$ 1,049,275

Town of Pembroke Park
Finance Department
FY2021

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
Personal Services				
001-510513-120000-00-0000	Salaries	337,433	353,933	353,933
001-510513-140000-00-0000	Overtime	2,000	1,250	1,250
	Total Personal Services	339,433	355,183	355,183
Payroll Expenditures				
001-510513-210000-00-0000	FICA Taxes Expense	25,814	25,814	25,814
001-510513-220000-00-0000	Employee Retirement Expense	54,581	63,181	63,181
001-510513-230001-00-0000	Group Insurance	53,831	53,500	53,500
001-510513-230001-01-0000	Dental Insurance/Vision	6,745	6,745	6,745
001-510513-230001-02-0000	Life Insurance(Standard Insur. Co)	5,707	4,988	4,988
001-510513-230001-03-0000	Long Term Care(John Hancock Co.)	2,005	3,000	3,000
001-510513-230001-05-0000	Life Insurance(John Hancock VUL)	597	597	597
001-510513-240000-00-0000	Workers' Compensation	437	437	437
	Total Payroll Expenditures	149,716	158,262	158,262
Operating Expenditures				
001-510513-320001-00-0000	Recurring Audit Costs	45,000	49,000	49,000
001-510513-340006-01-0000	Contractual Service	7,000	4,000	4,000
001-510513-340007-000000	Contractual Service - Software Maintenance	6,000	6,500	6,500
001-510513-400001-00-0000	Travel	2,500	-	-
001-510513-410001-00-0000	Cellular Phones	1,000	525	525
001-510513-441002-00-0000	Lease Expense-Copiers	1,000	1,475	1,475
001-510513-450002-00-0000	General Liability - Property Insurance	2,903	2,903	2,903
001-510513-460900-00-0000	Maintenance and Repair	500	500	500
001-510513-470000-00-0000	Printing and Forms	1,000	2,300	2,300
001-510513-490006-00-0000	Business Meetings/Meals	500	-	-
001-510513-490900-00-0000	Misc. Charges	500	1,605	1,605
001-510513-510001-00-0000	Office Supplies	2,000	2,800	2,800
001-510513-540001-00-0000	Memberships	1,000	2,000	2,000
001-510513-541900-00-0000	Education and Training/Registration&Books	1,000	1,200	1,200
	Total Operating Expenditures	71,903	74,808	74,808
Total Personal Services		\$ 339,433	\$ 355,183	\$ 355,183
Total Payroll Expenditures		\$ 149,716	\$ 158,262	\$ 158,262
Total Operating Expenditures		\$ 71,903	\$ 74,808	\$ 74,808
TOTAL FINANCE		\$ 561,052	\$ 588,253	\$ 588,253

Town of Pembroke Park
Legal Department
FY2021

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
Operating Expenditures				
Personal Services				
001-510514-120000-00-0000	Salaries	-	158,034	158,034
Total Personal Services		-	158,034	158,034
Payroll Expenditures				
001-510514-210000-00-0000	FICA Taxes Expense		11,423	11,423
001-510514-220000-00-0000	Employee Retirement Expense		22,128	22,128
001-510514-230001-00-0000	Group Insurance		10,571	10,571
001-510514-230001-01-0000	Dental Insurance/Vision		1,655	1,655
001-510514-230001-02-0000	Life Insurance(Standard Insur. Co)		1,994	1,994
001-510514-230001-05-0000	Long Term Care(John Hancock Co.)		2,671	2,671
Total Payroll Expenditures		-	50,443	50,443
Operating Expenditures				
001-510514-303003-00-0000	Misc. Reimbursable Expenses	10,000	-	-
001-510514-340003-01-0000	Contractual Services - Legal-Retainer	100,000	-	-
001-510514-340003-02-0000	Contractual Services - Legal-Non Retainer	90,000	189,455	189,455
001-510514-400001-00-0000	Travel		350	350
001-510514-410001-00-0000	Cellular Phones		530	530
001-510514-441001-00-0000	Lease Expense - Vehicles		3,000	6,000
001-510514-480001-00-0000	Advertising	7,500	7,200	7,200
001-510514-490900-00-0000	Misc. Charges		7,900	7,900
001-510514-541900-00-0000	Education and Training/Registration&Books		700	700
001-510514-540001-00-0000	Memberships		2,400	2,400
Total Operating Expenditures		207,500	211,535	214,535
Total Personal Services			\$ 158,034	\$ 158,034
Total Payroll Expenditures		\$ -	\$ 50,443	\$ 50,443
Total Operating Expenditures		\$ 207,500	\$ 211,535	\$ 214,535
TOTAL LEGAL		\$ 207,500	\$ 420,012	\$ 423,012

Town of Pembroke Park
Planning & Zoning
FY2021

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
	Operating Expenditures			
	Personal Services			
001-510515-120000-00-0000	Salaries	-	66,543	66,543
	Total Personal Services	-	66,543	66,543
	Payroll Expenditures			
001-510515-210000-00-0000	FICA Taxes Expense		5,174	5,174
001-510515-220000-00-0000	Employee Retirement Expense		6,239	6,239
001-510515-230001-00-0000	Group Insurance		6,025	6,025
001-510515-230001-01-0000	Dental Insurance/Vision		1,055	1,055
001-510515-230001-02-0000	Life Insurance(Standard Insur. Co)		1,050	1,050
001-510515-230001-05-0000	Long Term Care(John Hancock Co.)		1,500	1,500
	Total Payroll Expenditures	-	21,043	21,043
	Operating Expenditures			
001-510515-303003-00-0000	Misc. Reimbursable Expenses	25,000	38,814	38,814
001-510515-340004-00-0000	Contractual Services - Planning	200,000	135,000	135,000
001-510515-340004-00-3000	Contractual Services - Legislative Services	10,000	9,200	9,200
001-510515-410001-00-0000	Cellular Phones		500	500
001-510515-490900-00-0000	Misc. Expense		1,700	1,700
001-510515-510001-00-0000	Office Supplies		200	200
001-510515-522001-00-0000	Board Expenses - Planning & Zoning Board	1,000	-	-
	Total Operating Expenditures	236,000	185,414	185,414
Total Personal Services			\$ 66,543	\$ 66,543
Total Payroll Expenditures		\$ -	\$ 21,043	\$ 21,043
Total Operating Expenditures		\$ 236,000	\$ 185,414	\$ 185,414
TOTAL PLANNING & ZONING		\$ 236,000	\$ 273,000	\$ 273,000

**Town of Pembroke Park
Non-Departmental/General Government
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
001-510519-340004-00-0000	Various Contractual Services	25,000	33,100	33,100
001-510519-340006-05-0000	Contractual Services/Town Hall-Pest Control	3,500	3,500	3,500
001-510519-340007-00-0000	Contractual Services/Computer Related Service	60,000	62,200	142,200
001-510519-410001-00-0000	Telephone/cellular	2,500	3,650	3,650
001-510519-410003-00-0000	Town Hall Line Charge/Internet Connection	37,000	42,500	42,500
001-510519-411003-00-0000	Postage-shipping-FedEx	8,000	12,100	12,100
001-510519-430001-00-0000	Electricity Town Hall	38,000	43,500	43,500
001-510519-431001-00-0000	Water - Town Hall	5,000	10,100	10,100
001-510519-441002-00-0000	Lease Expense - Postage Machine and Other	1,000	1,000	1,000
001-510519-450002-00-0000	Insurance Expense - General Liability/Prop.	3,260	3,260	3,260
001-510519-460010-00-0000	Maintenance & Repair Car, Building, Equipment	17,500	30,500	30,500
001-510519-460011-00-0000	Maintenance - Repair-3rd Floor	2,500	3,300	3,300
001-510519-480003-00-0000	Donations	10,000	4,000	4,000
001-510519-490001-00-0000	Lobbying Expense	130,600	118,700	118,700
001-510519-490003-00-0000	Misc. Charges	50,000	170,600	170,600
001-510519-520900-00-0000	Misc. Market Supplies/Office Supplies	3,000	8,200	8,200
TOTAL NON DEPARTMENTAL		\$ 396,860	\$ 550,210	\$ 630,210

Town of Pembroke Park
Law Enforcement
FY2021

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
001-520521-120000-00-0000	Salaries	-	83,896	83,896
	Total Personal Services	-	83,896	83,896
	Payroll Expenditures			
001-520521-210000-00-0000	FICA Taxes Expense		6,393	6,393
001-520521-230001-00-0000	Group Insurance		11,070	11,070
001-520521-230001-02-0000	Life Insurance(Standard Insur. Co)		903	903
001-520521-230001-03-0000	Long Term Care(John Hancock Co.)		1,002	1,002
	Total Payroll Expenditures	-	19,368	19,368
	Operating Expenditures			
001-520521-340001-00-0000	Contractual Services - Law Enforcement	3,327,652	3,289,650	3,289,650
001-520521-410001-00-0000	Cellular Phones		463	463
001-520521-490900-00-0000	Misc. Charges		35,675	37,675
001-520521-540001-00-0000	Memberships		1,600	1,600
001-520521-520900-01-0000	LLETF - Explorer Program	10,000	-	-
001-520521-520900-04-0000	BSO - Traffic Enforcement	5,000	5,000	5,000
	Total Operating Expenditures	-	3,332,388	3,334,388
	Total Personal Services		\$ 83,896	\$ 83,896
	Total Payroll Expenditures	\$ -	\$ 19,368	\$ 19,368
	Total Operating Expenditures	\$ 3,342,652	\$ 3,332,388	\$ 3,334,388
	TOTAL POLICE	\$ 3,342,652	\$ 3,435,652	\$ 3,437,652

Town of Pembroke Park
Fire Rescue
FY2021

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
001-520522-340002-00-0000	Contractual Services - Fire Rescue	3,525,607	3,468,607	3,468,607
TOTAL FIRE RESCUE		\$ 3,525,607	\$ 3,468,607	\$ 3,468,607

Town of Pembroke Park
Building Department
FY2021

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment	FY2021 Budget Amendment #2
Personal Services				
100-524524-120000-00-0000	Full time Salaries	183,989	247,000	247,000
100-524524-140000-00-0000	Overtime	4,000	-	-
	Total Personal Services	187,989	247,000	247,000
Payroll Expenditures				
100-524524-210000-00-0000	FICA Taxes Expense	14,075	17,745	17,745
100-524524-220000-00-0000	Employee Retirement Expense	28,773	28,500	28,500
100-524524-230001-00-0000	Group Insurance	32,298	17,000	17,000
100-524524-230001-01-0000	Dental/Vision Insurance	1,319	1,319	1,319
100-524524-230001-02-0000	Life Insurance (Standard Insur.Co.)	2,201	2,500	2,500
100-524524-230001-03-0000	Long Term Care(John Hancock Co.)	1,920	2,000	2,000
100-524524-230001-05-0000	Life Insurance (John Hancock VUL)	1,500	-	-
100-524524-240000-00-0000	Workers' Compensation	1,747	1,800	1,800
	Total Payroll Expenditures	83,834	70,864	70,864
Operating Expenditures				
100-524524-340006-01-0000	Contractual Service-Town Hall/Janitorial	4,000	4,000	4,000
100-524524-340007-00-0000	Contractual Service-Software Maint. Fees	5,000		
100-524524-340012-01-0000	Contractual Service-Building Dept Elect	38,000	28,500	36,800
100-524524-340012-02-0000	Contractual Service-Building Dept Plumb	13,000	21,500	21,500
100-524524-340012-03-0000	Contractual Service-Building Dept Mech	24,000	30,000	30,000
100-524524-340012-99-0000	Contractual Service-Building Dept Structural	39,000	20,400	14,100
100-524524-340013-00-0000	Contractual Services-User Fees INK FORCE	6,000	9,400	9,400
100-524524-400001-00-0000	Travel	3,000	-	-
100-524524-410001-00-0000	Cell Phone	3,700	2,550	2,550
100-524524-441002-01-0000	Lease Expense-Copier	1,500	600	600
100-524524-450002-00-0000	Insurance- Property & Liability	7,017	7,017	7,017
100-524524-460011-00-0000	Maint. & Car Repair Car Bldg & Equipment	1,000	100	100
100-524524-470000-00-0000	Printing and Forms	1,000	500	500
100-524524-490900-00-0000	Misc. Charges	33,960	6,500	6,500
100-524524-520003-000000	Uniforms	2,000	3,400	3,400
100-524524-510001-00-0000	Office Supplies	6,000	1,319	1,319
100-524524-521001-00-0000	Vehicle Expense-Gasoline Costs	1,000	250	250
100-524524-540001-00-0000	Membership Subscriptions	750	19,000	19,000
100-524524-541900-00-0000	Education and Training	5,000	-	-
	Total Operating Expenditures	194,927	155,036	157,036
Total Personal Services		\$ 187,989	\$ 247,000	\$ 247,000
Total Payroll Expenditures		\$ 83,834	\$ 70,864	\$ 70,864
Total Operating Expenditures		\$ 194,927	\$ 155,036	\$ 157,036
TOTAL BUILDING		\$ 466,750	\$ 472,900	\$ 474,900

**Town of Pembroke Park
Code Enforcement
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
	Personal Services			
001-539539-120000-00-0000	Full time Salaries	103,985	75,431	75,431
001-539539-140000-00-0000	Overtime	2,000	-	-
	Total Personal Services	105,985	75,431	75,431
	Payroll Expenditures			
001-539539-210000-00-0000	FICA Taxes Expense	7,955	5,250	5,250
001-539539-220000-00-0000	Employee Retirement Expense	20,026	7,900	7,900
001-539539-230001-00-0000	Group Insurance	21,532	27,500	27,500
001-539539-230001-01-0000	Dental/Vision Insurance	3,134	3,134	3,134
001-539539-230001-02-0000	Life Insurance(Standard Insur. Co)	1,866	1,866	1,866
001-539539-230001-03-0000	Long Term Care(John Hancock Co.)	1,140	1,140	1,140
001-539539-240000-00-0000	Workers' Compensation	1,747	1,747	1,747
	Total Payroll Expenditures	57,401	48,538	48,538
	Operating Expenditures			
001-539539-340006-01-0000	Town Hall - Janitorial	3,900	3,900	3,900
001-539539-340007-00-0000	Contractual Services	5,400	1,800	1,800
001-539539-400002-00-0000	Travel - Hotel, Air fare, Mileage, Tolls, Meals	2,500	500	500
001-539539-410001-00-0000	Cell Phones	3,000	1,200	1,200
001-539539-410003-00-0000	Town Hall Line Charge / Internet Connection	1,200	-	-
001-539539-441003-00-0000	Lease Expense - Copier	1,000	-	-
001-539539-450002-00-0000	Insurance - Property Liability	6,123	6,125	6,125
001-539539-470000-00-0000	Printing and Forms	2,500	850	850
001-539539-490900-00-0000	Misc. Charges	1,500	2,200	2,200
001-539539-510001-00-0000	Office Supplies	5,000	2,250	2,250
001-539539-520003-00-0000	Uniform Expense	800	1,050	1,050
001-539539-521001-00-0000	Vehicle Expense - Gasoline	3,000	1,150	1,150
001-539539-521002-00-0000	Vehicle Expense - Maintenance & Repair	1,000	675	675
001-539539-522001-00-0000	Board Expenses - Code & P& Z Boards	4,635	700	700
001-539539-540001-00-0000	Memberships	625	9,800	9,800
001-539539-541900-00-0000	Education and Training-Other	3,000	1,300	1,300
	Total Operating Expenditures	45,183	33,500	33,500
Total Personal Services		\$ 105,985	\$ 75,431	\$ 75,431
Total Payroll Expenditures		\$ 57,401	\$ 48,538	\$ 48,538
Total Operating Expenditures		\$ 45,183	\$ 33,500	\$ 33,500
TOTAL CODE ENFORCEMENT		\$ 208,569	\$ 157,469	\$ 157,469

**Town of Pembroke Park
Roads & Streets Department
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment	FY2021 Budget Amendment #2
Personal Services				
001-530541-120000-00-0000	Full-Time Salaries	205,192	187,645	187,645
001-530541-140000-00-0000	Overtime	3,500	460	460
	Total Personal Services	208,692	188,105	188,105
Payroll Expenditures				
001-530541-210000-00-0000	FICA Taxes Expense	15,744	13,380	13,380
001-530541-220000-00-0000	Employee Retirement Expense	25,490	23,790	23,790
001-530541-230001-00-0000	Group Insurance	42,865	46,580	46,580
001-530541-230001-01-0000	Dental/Vision Insurance	6,774	5,600	5,600
001-530541-230001-02-0000	Life Insurance(Standard Insur. Co)	3,071	3,280	3,280
001-530541-230001-03-0000	Long Term Care(John Hancock Co.)	3,240	3,240	3,240
001-530541-230001-05-0000	Life Insurance(John Hancock VUL)	2,702	1,915	1,915
001-530541-240000-00-0000	Workers' Compensation	7,427	7,565	7,565
	Total Payroll Expenditures	107,312	105,350	105,350
Operating Expenditures				
001-530541-340006-01-0000	Town Hall Janitorial	3,900	3,900	3,900
001-530541-400002-00-0000	Travel	1,000	-	-
001-530541-410001-00-0000	Cellular Phones	2,400	1,925	1,925
001-530541-430009-00-0000	Electricity - Outdoor Lighting	36,000	37,944	37,944
001-530541-431006-00-0000	Water - Public Works	500	50	50
001-530541-440001-00-0000	Rental Expense Equipment - copier	1,000	650	650
001-530541-450002-00-0000	Insurance Expense Prop-General Liability	26,187	26,187	26,187
001-530541-460060-00-0000	Maintenance - Equipment	40,000	107,220	107,220
001-530541-490900-00-0000	Misc. Charges	15,000	8,835	8,835
001-530541-510001-00-0000	Office Supplies	2,000	1,555	1,555
001-530541-520003-00-0000	Uniform Expense	1,200	1,145	1,145
001-530541-521001-00-0000	Vehicle Expense - Gasoline	10,000	11,435	11,435
001-530541-540004-00-0000	Membership/subscriptions & Dues	500	11,565	11,565
001-530541-541001-00-0000	Education/Training	1,000	1,225	1,225
	Total Operating Expenditures	140,687	213,636	213,636
Total Personal Services		\$ 208,692	\$ 188,105	\$ 188,105
Total Payroll Expenditures		\$ 107,312	\$ 105,350	\$ 105,350
Total Operating Expenditures		\$ 140,687	\$ 213,636	\$ 213,636
TOTAL ROADS & STREETS		\$ 456,691	\$ 507,091	\$ 507,091

**Town of Pembroke Park
Parks & Recreation Department
FY2021**

General Ledger Code/Description	FY2021 Approved Budget	FY2021 Budget Amendment	FY2021 Budget Amendment #2
Personal Services			
001-570572-110000-00-0000 Full time Salaries	213,057	177,057	170,530
001-570572-140000-00-0000 Overtime	15,000	15,000	4,847
Total Personal Services	228,057	192,057	175,377
Payroll Expenditures			
001-570572-210000-00-0000 FICA Taxes Expense	16,346	16,346	16,346
001-570572-220000-00-0000 Employee Retirement Expense	19,306	19,306	19,306
001-570572-230001-00-0000 Group Insurance	43,065	43,065	43,065
001-570572-230001-01-0000 Dental/Vision Insurance	8,084	8,084	8,084
001-570572-230001-02-0000 Life Insurance(Standard Insur. Co)	3,451	3,451	3,451
001-570572-230001-03-0000 Long Term Care(John Hancock Co.)	2,424	2,424	2,424
001-570572-230001-05-0000 Life Insurance(John Hancock VUL)	1,500	1,500	1,500
001-570572-240000-00-0000 Workers' Compensation	6,116	6,241	6,241
Total Payroll Expenditures	100,292	100,416	100,416
Operating Expenditures			
001-570572-340006-05-0000 Contractual Services	2,000	2,975	2,975
001-570572-410001-00-0000 Cellular Phones & Beepers	1,500	1,500	1,500
001-570572-410005-00-0000 Phone Line - Behan Park	3,200	3,200	3,200
001-570572-410006-00-0000 Phone Line - Oglesby Preserve	800	6,000	6,000
001-570572-430003-00-0000 Electricity	16,000	16,000	16,000
001-570572-431003-00-0000 Water Charge	5,400	5,400	5,400
001-570572-450002-00-0000 Insurance - Property Liability	14,475	14,475	14,475
001-570572-460900-00-0000 Maintenance Repair Cars, Buildings, Equipment	25,000	25,400	25,400
001-570572-510001-00-0000 Office Supplies	400	400	400
001-570572-520003-00-0000 Uniform Expense	1,000	1,000	1,000
001-570572-520900-00-0000 Misc. Charge	7,500	7,500	7,500
001-570572-521001-00-0000 Gasoline Costs	4,000	4,000	4,000
001-570572-541001-00-0000 Memberships, dues, and subscriptions	900	900	900
001-570572-541001-00-0000 Education & Training, Registration, Books	1,000	1,225	1,225
Pembroke Park Community Events	37,000	31,075	31,075
001-570572-640000-00-9049 Health Fair Festival - \$10,000			
001-570572-640000-00-9051 Egg Hunt - \$6,000			
001-570572-640000-00-9052 Toy Drive \$4,000			
001-570572-640000-00-9053 Turkey Drive - \$6,000			
001-570572-640000-00-9076 Walk A Thon - \$1,000			
001-570572-640000-00-9070 Kids Day Fall Festival - \$2,500			
001-570572-640000-00-9062 Food Distribution Farm Share - \$2,000			
001-570572-640000-00-9058 School Supply Drive \$3,500			
001-570572-640000-00-9066 Little Library Dispensers -\$2,000			
Agro - Eco Community Garden & Centers	32,500	9,500	9,500
001-570572-640000-00-9055 Community Garden - \$25,000			
001-570572-640000-00-9056 Maculele Miami Brazilian Arts Institute - \$500			
001-570572-640000-00-9057 Relay for Life Event - \$2,000			
001-570572-640000-00-9059 Church of Christ - \$1,500			
001-570572-640000-00-9071 Club Richelieu - \$1,000			
Florida International Trade & Cultural Expo (FITCE) - \$2,500			
001-570572-640000-00-9060 Newsletter Mailings	10,000	10,000	10,000
001-570572-640000-00-9063 Holiday Party	4,500	4,500	4,500
001-570572-640000-00-9064 Pet Fair	5,000	5,000	5,000
001-570572-640000-00-9075 Promotions All Community Events	7,500	7,500	7,500
Total Operating Expenditures	179,675	157,550	157,550
Total Personal Services	\$ 228,057	\$ 192,057	\$ 175,377
Total Payroll Expenditures	\$ 100,292	\$ 100,416	\$ 100,416
Total Operating Expenditures	\$ 179,675	\$ 157,550	\$ 157,550
TOTAL PARKS	\$ 508,023	\$ 450,023	\$ 433,343

**Town of Pembroke Park
Capital Outlay & Equipment
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment	FY2021 Budget Amendment #2
COMMISSION				
001-510511-640003-00-0000	Machinery & Equipment (over 250.00)		6,482	6,482
	TOTAL COMMISSION	-	6,482	6,482
ADMINISTRATION				
001-510512-640003-00-0000	Machinery and Equipment		22,755	22,755
001-510512-640003-00-0000	Vehicle Purchase			
	TOTAL ADMINISTRATION	-	22,755	22,755
FINANCE				
001-510513-640003-00-0000	Machinery & Equipment		5,125	5,125
	TOTAL FINANCE	-	5,125	5,125
LEGAL				
001-510514-640003-00-0000	Machinery & Equipment		5,315	5,315
	TOTAL FINANCE	-	5,315	5,315
PLANNING & ZONING				
001-510515-640003-00-0000	Machinery & Equipment		450	1,850
	TOTAL FINANCE	-	450	1,850
NON DEPARTMENTAL				
001-510519-640003-00-0000	Equipment, Security, Holiday Deco (+250)	10,000	5,415	5,415
001-530541-640000-00-9075	Fire & EMS Study Project #9075	25,000	-	-
001-530541-640000-00-9078	Town Hall Hardening Project	643,125	21,225	-
001-520521-640003-00-0000	Machinery and Equipment - Start up - POLICE		195,000	195,000
001-530541-640000-00-9077	Town Hall Restroom Improvements		27,295	31,300
	Renovation Town Hall - 3rd Floor			
001-510519-640003-00-9077	Hardware and Software Replacement	48,000	89,000	89,000
	TOTAL NON DEPARTMENTAL	726,125	337,935	320,715
BUILDING				
100-524524-640003-00-0000	Machinery and Equipment	5,000	356,000	354,000
100-524524-640003-00-0000	Vehicle Purchase	50,000	-	-
	TOTAL BUILDING	55,000	356,000	354,000
ROADS & STREETS				
001-530541-640003-00-0000	Machinery and Equipment	10,000	14,800	14,800
	County Line Rd Bike Path Sw 52 - SW 56th Ave	90,000	90,000	-
	SW 52nd Ave Complete Streets	144,000	-	-
	Bike Lanes & Sidewalk Improvements	30,000	18,236	236
	TOTAL ROADS & STREETS	274,000	123,036	15,036
CODE ENFORCEMENT				
001-539539-640003-00-0000	Machinery & Equipment(over 250.00)		2,500	2,500
	TOTAL CODE ENFORCEMENT	-	2,500	2,500
PARKS & RECREATION				
001-570572-640003-00-0000	Machinery and Equipment Community Garden (irrigation, signage)	10,000	6,138	6,138
	TOTAL PARKS AND RECREATION	10,000	6,138	6,138
Total Capital Outlay & Equipment		\$ 1,065,125	\$ 865,736	\$ 739,916

**Town of Pembroke Park
Capital Projects
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
	PARKS & RECREATION			
001-570572-640000-00-9069	Community Garden Water Irrigation System Project #9069	10,000	540	540
001-570572-640000-00-9073	Parks Recreation Hall Concrete Slab Project #9073	4,000		
	Ryan Park - Canopy	45,000	5,000	
	Howard Clark Sr Linear Walkway	12,500	12,500	
	Olgesby Preserve Linear Walkway	65,000	-	-
001-570572-640000-00-9082	45 Year CDBG Tot Lot Playground Project Olgesby Preserve	105,400	111,000	178,000
	46 Year CDBG Olgesby Preserve Lighting (II)	99,512	-	-
	TOTAL PARKS AND RECREATION	341,412	129,040	178,540
Total Capital Outlay		\$ 341,412	\$ 129,040	\$ 178,540

**Town of Pembroke Park
Sewer Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Operating Revenue		
400-000340-343501-00-0000	Sewer Service Charges	2,725,000	2,725,000
400-000340-343502-00-0000	Fixture Charges	75,000	75,000
400-000340-343503-00-0000	Sewer Hookup Fees	10,000	10,000
400-000360-369900-00-0000	Other Misc. Revenue	-	-
	Total Operating Revenue	2,810,000	2,810,000
	Non Operating Revenue		
400-000360-361100-02-0000	Interest Revenue LGIP	20,000	20,000
400-000360-363230-00-0000	Impact Fees Physical Environment	187,929	187,929
	Total Non Operating Revenue	207,929	207,929
	Fund Balance Reserve	-	-
	Total Operating Revenue	2,810,000	2,810,000
	Total Non Operating Revenue	207,929	207,929
	Fund Balance Reserve	-	-
Total Sewer Fund Revenue		\$ 3,017,929	\$ 3,017,929

**Town of Pembroke Park
Sewer Fund Expense
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment	FY2021 Budget Amendment #2
	Personal Services			
400-530535-120000-00-0000	Regular Full Time Salary	354,932	276,256	276,256
400-530535-140000-00-0000	Overtime	10,000	10,000	10,000
	Total Personal Services	364,932	286,256	286,256
	Payroll Expenses			
400-530535-210000-00-0000	FICA Taxes	27,152	27,152	27,152
400-530535-220000-00-0000	Employee Retirement Expense	50,406	50,406	50,406
400-530535-230001-00-0000	Group Insurance - Health	53,831	53,831	53,831
400-530535-230001-01-0000	Group Insurance - Dental & Vision	4,284	4,284	4,284
400-530535-230001-02-0000	Group Life Insurance - SIC	4,743	4,743	4,743
400-530535-230001-03-0000	Long Term Care Insurance - JHC	1,944	1,944	1,944
400-530535-230001-04-0000	Other Post Employment Benefits			
400-530535-230001-05-0000	Life Insurance - JHC VUL	3,794	3,794	3,794
400-530535-240000-00-0000	Workers' Compensation	14,854	14,854	14,854
	Total Payroll Expenses	161,007	161,007	161,007
	Operating Expenses			
400-530535-310002-00-0000	Professional Services Engineering		80,000	80,000
400-530535-340003-02-0000	Contractual Services - Legal Non Retainer		-	-
400-530535-340009-01-0000	Sewer Maintenance & Treatment-Hollywood	1,135,000	1,157,000	1,230,500
400-530535-340009-02-0000	Misc. Contractual Services - Sewer Dept.	15,000	15,000	15,000
400-530535-400001-00-0000	Travel	2,000	2,000	2,000
400-530535-410001-00-0000	Cellular Phones/ Beepers	3,000	3,000	3,000
400-530535-410009-00-0000	Telephone Lines	-	-	-
400-530535-430007-00-0000	Electricity-Sewer Pumps	35,000	39,000	39,000
400-530535-431006-00-0000	Water - Public Works	22,000	23,000	23,000
400-530535-450002-00-0000	Insurance - Property & Liability FLC	42,824	43,500	43,500
400-530535-460050-00-0000	Maintenance - Lift Stations	50,000	50,000	50,000
400-530535-460900-00-0000	Maintenance and Repair Car Bldg. & Equip.	80,000	80,000	80,000
400-530535-490005-00-0000	Bad Debt Expense		-	-
400-530535-490900-00-0000	Misc. Charges	20,000	23,000	23,000
400-530535-520003-00-0000	Operating Supplies - Uniform Expense	1,000	1,000	1,000
400-530535-521001-00-0000	Vehicle Expense - Gasoline	5,000	5,000	5,000
400-530535-540001-00-0000	Memberships	2,000	9,000	9,000
400-530535-541001-00-0000	Education & Training, Registration, Books	2,000	3,000	3,000
400-530535-581000-00-0000	Administrative Services GF Cost	421,500	421,500	383,500
400-530535-800000-00-0000	Depreciation/Amortization Expense	300,000	300,000	300,000
	TOTAL OPERATING EXPENSES	2,136,324	2,255,000	2,290,500
	CAPITAL PROJECTS			
400-530535-460050-00-0000	Maintenance - Lift Stations I&I	100,000	46,000	10,500
400-530535-640003-00-0000	New Sewer Truck		14,000	14,000
	Master Plan Update	40,000	40,000	40,000
400-530535-640005-00-0000	Federal and State Grant Match Funds		-	-
	Total Capital Projects	140,000	100,000	64,500
	Debt Service			
400-530535-710000-00-0000	Debt Service - Principal Payment	39,000	39,000	39,000
400-530535-720000-00-0000	Debt Service - Sinking Fund Interest	89,731	89,731	89,731
400-530538-730000-00-0000	Debt Service - Reserve Account	12,912	12,912	12,912
400-530538-730000-01-0000	Debt Service - S/T Assests Reserve	74,022	74,022	74,022
	Total Debt Service	215,665	215,665	215,665
	Total Personal Services	\$ 364,932	\$ 286,256	\$ 286,256
	Total Payroll Expenses	\$ 161,007	\$ 161,007	\$ 161,007
	Total Operating Expenses	\$ 2,136,324	\$ 2,255,000	\$ 2,290,500
	Total Capital Projects	\$ 140,000	\$ 100,000	\$ 64,500
	Total Debt Service	\$ 215,665	\$ 215,665	\$ 215,665
	Total Sewer Fund Expenses	\$ 3,017,929	\$ 3,017,929	\$ 3,017,929

**Town of Pembroke Park
Storm Water Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Operating Revenue		
401-000340-343801-00-0000	Stormwater Management Utility Fees	1,400,000	1,400,000
	Total Operating Revenue	1,400,000	1,400,000
	Non Operating Revenue		
401-000330-331204-00-0000	41st Year CDBG - Phase I-Drainage Improvements for SW 25th Street and Park Road - Project # 3350	-	-
'401-000330-331204-00-0000	42nd Year CDBG - Phase II-Drainage Improvements for SW 25th Street and Park Road - Project # 3351	-	-
'401-000330-331204-00-0000	John P. Lyons Phase II Engineering and Design Project #3354	89,252	89,252
'401-000330-331204-00-0000	S.W. 25th St. Stormwater Improvements Phase III Project #3355	113,271	113,271
	County Line Road Stormwater Connection	90,000	90,000
401-000360-361100-02-0000	Interest Revenue LGIP	20,000	20,000
401-000360-363230-00-0000	Impact Fee Revenue Physical Environment	118,827	118,827
	Total Non Operating Revenue	431,350	431,350
401-000000-282000-00-0000	Use of Fund Balance Reserve		-
401-000000-282000-01-0000	Use of Unexpended Prior Year Funds Carry Over	-	-
	Total Operating Revenue	1,400,000	1,400,000
	Total Non Operating Revenue	431,350	431,350
Total Storm Water Fund Revenues		\$ 1,831,350	\$ 1,831,350

Town of Pembroke Park
Storm Water Fund Expense
FY2021

General Ledger Code/Description	FY2021 Approved Budget	FY2021 Budget Amendment	FY2021 Budget Amendment #2
Personal Services			
401-530538-120000-00-0000 Salaries	203,369	210,269	210,269
401-530538-140000-00-0000 Overtime	10,000	3,100	3,100
Total Personal Services	213,369	213,369	213,369
Payroll Expenses			
401-530538-210000-00-0000 FICA Taxes	15,558	15,558	15,558
401-530538-220000-00-0000 Employee Retirement Expense	20,337	22,000	22,000
401-530538-230001-00-0000 Group Insurance - Health	32,298	30,635	30,635
401-530538-230001-01-0000 Group Insurance - Dental & Vision	5,944	5,944	5,944
401-530538-230001-02-0000 Group Life Insurance - SIC	3,581	3,581	3,581
401-530538-230001-03-0000 Long Term Care Insurance - JHC	1,680	1,680	1,680
401-530538-230001-04-0000 Other Post Employment Benefits			
401-530538-230001-05-0000 Life Insurance - JHC VUL	2,094	2,094	2,094
401-530538-240000-00-0000 Workers' Compensation	9,611	9,611	9,611
Total Payroll Expenses	91,103	91,103	91,103
Operating Expenses			
401-530538-340003-02-0000 Legal/Non Retainer	4,000	4,000	4,000
401-530538-340005-00-0000 Engineering	5,000	3,500	3,500
401-530538-340011-00-0000 Professional Services	5,000	5,000	5,000
401-530538-410001-00-0000 Cell phones/Beeepers	1,000	1,200	1,200
401-530538-430006-00-0000 Electricity - Drainage Pumps	25,000	38,000	38,000
401-530538-450001-00-0000 Insurance Expense FLC	-	-	-
401-530538-450002-00-0000 Insurance Expense Prop-General Liability	38,541	39,000	39,000
401-530538-460900-00-0000 Maintenance and Repair - Cars, Building & Other	50,000	63,500	64,500
401-530538-490900-00-0000 Misc. Charges	15,000	23,500	23,500
401-530538-520003-00-0000 Uniform Expense	500	500	500
401-530538-541001-00-0000 Memberships, Subscriptions and Dues	1,000	9,200	9,200
401-530538-541002-00-0000 Education & Training, Registration, Books	2,500	2,500	500
401-530538-581000-00-0000 Administrative Services GF Cost Allocation	210,000	210,000	211,000
401-530538-640001-00-9068 Hurricane IRMA		-	-
401-530538-800000-00-0000 Depreciation Expense	500,000	500,000	500,000
Total Operating Expenses	857,541	899,900	899,900
Capital Projects		0	0
401-530538-640001-00-0000 Machinery and Equipment New Stormwater Truck		5,200	5,200
401-941002-693200-00-3342 Meekins Lake Dredge and Fill Project # 3342		0	0
401-941002-693200-00-3352 County Line Rd. Stormwater and Sidewalk Engineering and Design Project #3353	119,002	119,002	119,002
401-941002-693200-00-3353 S.W. 25th St. Pump Station Project #3353		-	-
401-941002-693200-00-3354 John P. Lyons Phase II Engineering and Design Project #3354		-	-
401-941002-693200-00-3355 S.W. 25th St. Stormwater Improvements Phase III Project #3355	151,028	143,469	143,469
County Line Road Stormwater Connection	90,000	90,000	90,000
Master Plan Update	40,000	-	-
401-941002-693200-00-0000 Federal and State Grant Match Funds		0	0
Total Capital Projects	400,030	357,671	357,671
Total Personal Expenses	\$ 213,369	\$ 213,369	\$ 213,369
Total Payroll Expenses	\$ 91,103	\$ 91,103	\$ 91,103
Total Operating Expenses	\$ 857,541	\$ 899,900	\$ 899,900
Total Capital Projects	\$ 400,030	\$ 357,671	\$ 357,671
Total Storm Water Fund Expenses	\$ 1,562,043	\$ 1,562,043	\$ 1,562,043

AGENDA ITEM REPORT



To:

Subject: Resolution Approving Progressive Settlement Agreement

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

see attached memo

RECOMMENDATION:

Approve the Settlement

ATTACHMENTS:

[progressive resolution and settlement](#)

[progressive memo](#)

Resolution No. _____

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA PERTAINING TO THE SUBJECT OF ADMINISTRATION; APPROVING A DRAFT SETTLEMENT AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK, FLORIDA AND WASTE CONNECTIONS OF FL., INC. (F/K/A PROGRESSIVE WASTE SOLUTIONS OF FL, INC.); AUTHORIZING THE TOWN ATTORNEY TO MAKE SUCH FINAL CHANGES TO SAME AS MAY BE REQUESTED BY THE TOWN COMMISSION DURING ITS CONSIDERATION OF THIS MATTER, OR SUCH OTHER MINOR CHANGES AS MAY BE NECESSARY OR APPROPRIATE TO FINALIZE SAME; AUTHORIZING THE MAYOR TO EXECUTE THE SETTLEMENT AGREEMENT ONCE IT HAS BEEN SO FINALIZED AND APPROVED BY THE TOWN ATTORNEY AND AFTER EXECUTION BY WASTE CONNECTIONS OF FL., INC.; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

Whereas, the Town of Pembroke Park is engaged in litigation captioned as *Progressive Waste Solutions of Fl., Inc. d/b/a Waste Connections of Florida, Inc., a foreign for profit corporation, Plaintiff, v. Town of Pembroke Park, a Florida municipality, Defendant* which has been assigned Case No. CACE-17-021811 (13) by the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida (the "Litigation"); and

Whereas, the Town Commission has considered a proposed draft Settlement Agreement for the Litigation and wishes to approve the Agreement so as to allow same to be finalized and executed by the Parties and approved by the Court, with the proviso that the Agreement's performance is contingent on certain conditions precedent which need to occur; and,

Whereas the Town Commission's approval of the Agreement is made without any warranty or representation that the Town Commission will or will not approve any of the conditions precedent that are subject to the Town's future review and approval, as those matters will be the subject of appropriate applications, staff review, advisory board review, or public hearings, or some or all of the foregoing; and,

Whereas, the Town Commission has determined that the risk and expenses of continuing the Litigation are not warranted in light of the proposed Settlement, and requests the Court to abate the case for a reasonable time to determine whether the conditions precedent are met;

NOW THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Pembroke Park, Florida, that:

Section 1. *Approval of Recitals.* The foregoing recitals are hereby approved.

Section 2. Authorization of Agreement. That certain draft Settlement Agreement and Exhibits in form attached hereto as Composite Exhibit "1" is hereby approved. The Town Attorney is authorized to make such changes to same as may be requested by the Town Commission during its consideration of this matter, and authorized to make such other minor changes as may be necessary or appropriate to finalize same, and the Mayor is authorized to sign the Agreement (i) after the Agreement and its Exhibits are approved in final form by the Town Attorney and (ii) after the Agreement has been signed by Waste Connections of Florida, Inc.

Section 3. Savings Clause. Should any section, paragraph, sentence, clause, phrase, or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 4. Effective Date. This Resolution shall become effective immediately upon passage by the Town Commission.

PASSED AND ADOPTED BY THE TOWN COMMISSION this __ day of November 2021.

The Honorable Geoffrey Jacobs,
Mayor-Commissioner

ATTEST:

Marlen D. Martell, Town Clerk

Approved as to form and legal sufficiency:

By: _____
Melissa P. Anderson, Esq., Town Attorney

016934-17002 [4534429]

Draft 11-19-21 For Commission Agenda

THIS AGREEMENT is made and entered into by and between the Town of Pembroke Park, Florida (the "Town") and Waste Connections of Florida, Inc., f/k/a Progressive Waste Solutions of FL, Inc. ("Progressive") (The Town and Progressive are hereinafter collectively referred to as the "Parties"). For good and valuable consideration, the Parties agree as follows:

1. The Parties Agree that the litigation captioned as **"Progressive Waste Solutions of FL, Inc. n/k/a Waste Connections of Florida, Inc., a foreign for profit corporation, Plaintiff, v. Town of Pembroke Park, a Florida municipality, Defendant"** which has been assigned Case No. CACE-17-021811 (13) by the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida (the "Litigation") shall be dismissed with Prejudice, with an Order reserving jurisdiction to enforce the terms of this Agreement upon the following conditions precedent (collectively, the "Conditions Precedent"):
 - A. The Town adopting the Ordinance Amendments substantially in the form set forth in Exhibit "A" and Exhibit "B", and there being no third-party challenges to such Ordinances being filed within a 30-day period after the Ordinances' effective date. Progressive shall be deemed to be the applicant for the Ordinances. The Town agrees to expeditiously process such Ordinances for public hearings, upon any required form application being made and all applicable fees, expenses and costs being paid by Progressive, except the cost of advertising the Ordinances for Town Commission consideration.
 - B. The Town approving the on-site traffic circulation and site plan attached as Exhibit "C" or approving similar configurations deemed reasonably appropriate as determined by an engineer of record (the "On-Site Traffic Circulation and Site Plan"). Progressive shall be deemed to be the applicant of the On-Site Traffic Circulation and Site Plan. The Town agrees to expeditiously process such On-Site Traffic Circulation and Site Plan for public hearings, upon any form applications being made and all applicable fees, expenses and costs being paid by Progressive. If approved by the Town, weighing activity may occur outside next to the Building having a street address of 1899 SW 31st Avenue.
 - C. Progressive posting with the Town Clerk a Surety Bond (or Irrevocable Standby Letter of Credit) concerning Surface Water Drainage Facilities (as hereinafter defined) in the original amount of Three Hundred Ninety Thousand Dollars \$390,000.00. The form of the Surety Bond (or Irrevocable Standby Letter of Credit) concerning the Surface Water Drainage Facilities shall be subject to the reasonable review and approval of the Town Attorney.
 - D. The Court's approving this Agreement.
 - E. Progressive obtaining, at its expense, an inspection of the Surface Water Drainage Facilities and delivering same to the Town Manager which discloses that the Surface Water Drainage Facilities do not have any readily observable damage or defects

Composite Exhibit 1

(ordinary wear and tear excluded) which would likely affect the estimated remaining thirty (30) year useful life of said facilities. The inspection may be by any means acceptable to the Town Manager, and the report shall be from a suitably licensed professional and be for the benefit of the Parties. Prior to conducting the inspection, the Parties shall confer on the nature and type of inspection that will be conducted.

F. Progressive obtaining at its expense an odor control system report and delivering same to the Town Manager, which shall include a description of the odor control measures and equipment (including material, equipment, how operated, and chemicals used) (collectively, the "Odor Control System"), results and conclusions from odor testing performed at the Facility, any recommended alterations and improvements to the Facility, and any alterations and improvements Progressive has made to the Odor Control System in light of the report, if any, and a certification by a licensed engineer or odor control expert, dated within thirty (30) days of the date of such report, that the Odor Control System will likely be sufficient to prevent the nuisance conditions described in Subsections 12-76 (c), (d), and (e) of the Town's Code (the "Odor Control System Report").

G. Progressive obtaining at its expense and delivering to the Town a certification from a qualified professional engineer, which will need to be reviewed and approved by the Town, that the site plan and internal circulation patterns at the Facility and traffic conditions for SW 31st Avenue remain sufficient to "suitably accommodate" the Initial Maximum Tonnage Amount, Adjusted Maximum Tonnage Amount, and Maximum Tonnage Amount as described in Subsection 4 D of this Agreement. The certification from a qualified professional engineer that the site plan and internal circulation patterns at the Facility and traffic conditions for SW 31st Avenue remain sufficient to "suitably accommodate" the Initial Maximum Tonnage Amount, Adjusted Maximum Tonnage Amount, and Maximum Tonnage Amount as described in Section 4 (d) of this Agreement shall be in the form of a 95th Percentile Truck Queuing Analysis, based on the methodology outlined in the Institute of Transportation Engineers *Transportation and Land Development*, 1988 prepared by a qualified professional engineer, which is submitted to the Town Manager and concludes based on a study of assumed conditions at the Facility that if the Facility's Total Quarterly Waste Received was equal to the Initial Maximum Tonnage Amount, Adjusted Maximum Tonnage Amount, and Maximum Tonnage Amount:

(a) there would be no queuing on SW 31st Avenue of Collection Trucks or Disposal Trucks waiting to access the Facility; and

(b) there would be no queuing on SW 31st Avenue of Collection Trucks or Disposal Trucks waiting to access West Pembroke Road; and

H. The Parties agree that in the event the forgoing A – G are not completed by June 1, 2022, or such later date as may be mutually established by the Parties, it shall be conclusively presumed that the above conditions precedent for this Agreement did not occur.

2 **Definitions.**

A. The words used in this Agreement which are defined in Fla. Stat. § 403.703(2021), and implementing provisions of the Florida Administrative Code, as amended from time to time, enjoy the meaning ascribed to them in such statutory section.

B. "Broward County Waste Processing Facility Monthly Report" shall mean the monthly report whose current iteration is appended hereto as Exhibit "F." If ever the County substantially modifies the Exhibit "F" Form, the Parties agree to meet and determine whether to adopt the modified form and any appropriate amendment to this Agreement with the purpose of attempting to place the Parties in the same positions as they were prior to the Form being changed, and if such occurs, the Exhibit will be updated as part of the Amendment. In the event after a good faith effort is made to try and reach a cooperative accommodation pursuant to the prior sentence the Parties fail to do so, this Agreement (and the last amendment if amended) and Exhibit "F" (as updated if updated) shall still remain applicable to the Parties. In the event the County ceases to use the Form altogether, this Agreement (and the last amendment [if amended]) and Exhibit "F" (as updated [if updated]) shall still remain applicable to the Parties.

C. Collection Truck" shall mean a truck (or other motor vehicle capable of transporting material) which transports material to the Facility.

D. "Disposal Truck" shall mean a truck (or other motor vehicle capable of transporting material) which transports material (sourced in part or in whole from the Facility) from the Facility to another location.

E. "Effective Date" shall mean the last date a party to this Agreement signs same.

E. "Facility" shall mean the land area and building space occupied by Progressive as of the effective date of Town Ordinance No. 15-02-03, as specifically identified in the On-Site Traffic Circulation and Site Plan approved pursuant to Paragraph 1.B of this Agreement, including (a) the building in which only processing takes place; (b) all accessory building spaces, and (c) the driveway areas identified on the aforesaid Plan.

F. "Facility's Quarterly Processed Amount" shall mean the lesser of (i) the Total Quarterly Waste Received for such calendar quarter, or (ii) the Imputed Quarterly Waste Received for such calendar quarter.

G. Imputed Quarterly Waste Received" for any calendar quarter shall mean the number which is equal to (i) the sum of the Total Quarterly Waste Received for such calendar quarter and the prior three (3) calendar quarters, (ii) which sum is then divided by four (4). For example, the Imputed Quarterly Waste Received for the second quarter of 2022 shall be equal to: (a) the sum of the Total Quarterly Waste Received for the following calendar quarters: (i) April 1, 2022 – June 30, 2022 (ii) January 1, 2022 –

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- 131 March 31, 2022, (iii) October 1, 2021 – December 31, 2021, and (iv) July 1, 2021-
132 September 30, 2021; (b) which sum is divided by four (4).
- 133 H. “Inbound/Incoming Waste Materials” shall mean all material of the type and nature
134 described on the Broward County Waste Processing Facility Monthly Report form in
135 the chart entitled, “*Inbound/Incoming Waste Material*. ”
- 136 I. “Outbound Recycled Materials” shall mean all material of the type and nature
137 described on the Broward County Waste Processing Facility Monthly Report form
138 chart entitled, “*Outbound Recycled Materials*. ”
- 139 J. “Performance Commencement Date” shall mean thirty (30) days after the Conditions
140 Precedent specified in Section 1 are met.
- 141 K. “Processing” shall mean the handling and movement of Inbound/Incoming Waste
142 Materials which occurs after the unloading of Collection Trucks at the Facility and
143 before the loading of Disposal Trucks at the Facility, including all activities for
144 extraction of recyclable material.
- 145 L. “SW 31st Avenue” shall mean the portion of SW 31st Avenue that lies South of West
146 Pembroke Road and North of Carolina Street in Pembroke Park, Florida.
- 147 M. “Total Annual Recyclables” for a calendar year shall mean the sum of the tons of
148 Total Recyclables reported for the months comprising such calendar year.
- 149 N. “Total Annual Waste Received” for a calendar year shall mean the sum of the tons of
150 Total Waste Received reported for the months comprising such calendar year.
- 151 O. “Total Quarterly Waste Received” for any calendar quarter shall mean the sum of the
152 tons of Total Waste Received reported for the months comprising such calendar
153 quarter.
- 154 P. “Total Recyclables” shall mean for any month the numeral reported in tons at the
155 bottom of the “*Outbound Recycled Materials*” chart for such month as “Total
156 Recyclables” on the Broward County Waste Processing Facility Monthly Report
157 form.
- 158 3. Q. “Total Waste Received” shall mean for any month the numeral reported in tons at the
159 bottom of the “*Inbound/Incoming Waste Materials*” chart for such month as “Total Waste
160 Received” on the Broward County Waste Processing Facility Monthly Report form.
161 **Payments to the Town.** As part of this Agreement, Progressive agrees:
162
- 163 A. To make a payment to the Town of One Hundred Seventy-Five Thousand and 00/100
164 Dollars (\$175,000.00) within thirty (30) days of the Performance Commencement
165 Date.
- 166 B. To the continuing obligation that it shall pay to the Town on an annual basis
167 commencing October 1, 2022, the sum of Ten Thousand and 00/100 Dollars

168 (\$10,000.00). Each October 1st of each succeeding year, the annual payment shall be
169 increased by three percent (3%).

170 C. Section 4C contains a payment provision in the event Progressive fails to meet the
171 recycling performance standard as set forth in Section 4C.
172

173 **4. Non-Conforming Materials Recovery Facility.**
174

175 A. The Parties agree that the Facility's lawfully established non-conforming use is a
176 Materials Recovery Facility that may process household waste. The Parties
177 additionally agree that the Materials Recovery Facility use became nonconforming
178 upon the effective date of Town Ordinance No. 10-12-13. The Parties also agree that
179 the Facility has no other lawfully established non-conforming use. Finally, the
180 Parties agree that the Facility's sole principal use is a Materials Recovery Facility
181 non-conforming use.
182

183 B. The Parties agree that Town Ordinance No. 15-02-03, as well as the enactment of the
184 Exhibit "B" Ordinance, if enacted, does not change the characterization of the
185 Facility's lawfully established Materials Recovery Facility non-conforming use.
186

187 C. Progressive recognizes the Town's desire to promote recycling within its community
188 and, as such, agrees that it will use commercially reasonable efforts to extract a
189 minimum of five percent (5%) of the total tons of the Facility's incoming solid waste
190 stream as recycled materials. From and after January 1, 2023, during any calendar
191 year that the Facility does not extract a minimum of five percent (5%) of the total tons
192 of the Facility's Total Annual Waste Received as Total Annual Recyclables,
193 Progressive shall make a payment to the Town. The contingent payment amount
194 described in the preceding sentence for the 2022 calendar year shall be Twelve
195 Thousand and 00/100 Dollars (\$12,000.00), and such contingent payment amount
196 shall increase each future calendar year by 3% per annum (e.g. such that (i) if the
197 contingency is met in the 2023 calendar year for payment, the amount due will be
198 \$12,360, (ii) if the contingency is not met in the 2024 calendar year no payment will
199 be due, and (iii) if the contingency is met in the 2025 calendar year, the amount due
200 will be \$13,112.72). The payment due for any calendar year shall paid by April 15 of
201 the next ensuing calendar year. Such payments shall be treated by the Town as
202 Special Revenue and used by the Town to fund the Town's solid waste management
203 program and recyclables program.
204

205 D. The Parties further agree that the scope of the lawfully established, nonconforming
206 use for the Facility is:
207

208 (1) The area of the Facility's non-conforming use shall be limited to the land area
209 and building space occupied by Progressive as of the effective date of Town
210 Ordinance No. 15-02-03, which the Parties agree is specifically set forth in the
211 On-Site Traffic Circulation and Site Plan approved pursuant to Paragraph 1. B
212 of this Agreement.
213

214 (2) The Facility's Quarterly Processed Amount for each calendar quarter shall not
215 exceed the Initial Tonnage Amount, the Adjusted Maximum Tonnage
216 Amount, or the Maximum Tonnage Amount applicable for such calendar
217 quarter as set forth below:

218
219 a. As of the Effective Date, the Initial Maximum Tonnage
220 Amount shall be (79,500) tons per calendar quarter, and such
221 Initial Maximum Tonnage Amount shall be applicable to the
222 October 1, 2021- December 31, 2022 calendar quarter.

223
224 b. The Initial Maximum Tonnage Amount will be increased to
225 84,000 tons per calendar quarter year beginning on January 1,
226 2022 (the "Adjusted Maximum Tonnage Amount"), and such
227 Adjusted Maximum Tonnage Amount shall be applicable to all
228 calendar quarters in the 2022 calendar year.

229 b. On January 1, 2023, the Adjusted Maximum Tonnage Amount
230 will be increased to 91,500 tons per calendar quarter which
231 shall be applicable to all calendar quarters in the 2023 calendar
232 year (which shall remain referenced after such adjustment as
233 the "Adjusted Maximum Tonnage Amount").

234 c. On January 1, 2024, the Adjusted Maximum Tonnage Amount
235 will be increased to 99,000 tons per calendar quarter which
236 shall be applicable to all calendar quarters commencing after
237 December 31, 2023. However, except as provided in Section
238 4. E of this Agreement, in no event shall the Adjusted
239 Maximum Tonnage Amount ever exceed a maximum of
240 99,000 tons per calendar quarter (the "Maximum Tonnage
241 Amount").

242 E. In the event a State of Emergency is declared by either Broward County or Pembroke
243 Park of a type or nature which reasonably and foreseeably is anticipated to result in a
244 temporary increase in solid waste being generated within Broward County, the
245 applicable maximum tonnage amount (the Initial Maximum Tonnage Amount, the
246 Adjusted Maximum Tonnage Amount, or the Maximum Tonnage Amount, as the
247 case may be) shall be temporarily suspended during the Response Phase and the
248 Recovery Phase of the Emergency. As soon as practicable after the commencement
249 of the Recovery Phase of the Emergency, the parties shall meet at least once a month
250 to determine whether and to what extent Facility Operating Requirements (as
251 hereinafter defined) (including processing tonnage limitations) need to continue to be
252 suspended and adjusted on a temporary basis, and whether and to what extent it is
253 necessary for Progressive to take additional action to address any adverse secondary
254 effects which can be reasonably anticipated as a result of such temporary suspension
255 and adjustment.

256
257 5. **Inapplicability of Town Ordinance No. 15-04-02.**

The Parties agree that from the date that Town Ordinance No. 15-04-02 became effective to the date of this Agreement being executed, Progressive was not a Certified Recovered Materials Dealer, and therefore, Town Ordinance No. 15-04-02, as codified in Sections 11-200 through 11-204 would not have applied to the Facility.

6. Facility Operating Requirements. As part of this settlement, Progressive agrees that the following operating requirements shall apply to the Facility (collectively, the “Facility Operating Requirements”):

A. Prohibited Truck Route Facility Signage.

- (1) Progressive shall communicate by signage to all Collection Trucks that their use of the SW 31st Street → Carolina Road → Park Road Route (as set forth in Exhibit “E”) at any time is not allowed; provided however, that trucks owned by the Town, or owned by franchisees of the Town and which have been substantially filled with solid waste or recyclables from Town residents or businesses, shall not be subject to the foregoing; and
- (2) Progressive shall communicate by signage to all Disposal Trucks that their use of the SW 31st Street → Carolina Road → Park Road Route (as set forth in Exhibit “E”) at any time is not allowed; and
- (3) Progressive shall communicate by signage that neither Collection Trucks nor Disposal Trucks shall be allowed to be anywhere on SW 31st Avenue, during times other than hours from 6:00 A.M. to 7:00 P.M. Monday through Saturday; and
- (4) In the event the Town exercises its police power discretion or traffic control discretion in connection with vehicles that improperly utilize the Prohibited Truck Route, Progressive agrees that it will not object to the Town’s exercise of said discretion.

B. Collection and Disposal Truck Traffic Control

- (1) Progressive shall use commercially reasonable efforts to ensure that SW 31st Avenue will not be unreasonably obstructed with Disposal Trucks being parked or staging within the SW 31st Avenue right of way. As to SW 31st Avenue, it shall be presumed that the presence of more than three (3) Disposal Trucks within SW 31st Avenue which are parked, or moving slowly or staging at one time shall be an unreasonable obstruction.
- (2) Progressive agrees that it shall ensure that Collection Trucks and Disposal Trucks are not parked at the Facility outside of the hours of 5:00 AM – 8:00 PM Monday through Saturday. The parties acknowledge and agree that the

303 hours set forth in this subsection 6B(2) are longer than the Facility's operating
304 hours, in order to permit on-site parking and staging.

305 (3) Progressive agrees that it shall use commercially reasonable efforts to ensure
306 that Collection Trucks and Disposal Trucks are not parked or staged on SW
307 31st Avenue outside of the hours of 6:00 AM thru 7:00 PM, Monday through
308 Saturday.

309 (4) Progressive shall ensure that personnel who it may engage to control traffic
310 within SW 31st Avenue are either on-duty or off-duty law enforcement
311 personnel who have the legal authority and training to direct and control
312 traffic within public rights of way. For any personnel Progressive engages to
313 direct collection and disposal truck traffic within the Facility, Progressive
314 shall ensure that such personnel have appropriate training to direct and control
315 traffic.
316

317 C. Materials Removal. In the absence of an emergency, Progressive agrees that:
318

319 (1) putrescible solid waste and solid waste that is mixed with putrescible solid
320 waste shall be removed from the Facility no later than required as a condition
321 to Progressive's then-current Broward County Solid Waste Management
322 License; and,
323

324 (2) nonputrescible solid waste which is not mixed with putrescible solid waste
325 shall not be stored at the Facility for more than one (1) week after acceptance.
326

327 D. Hours of Operation. The hours of the Facility's operation shall be limited to Monday
328 through Saturday from 6:00 a.m. to 7:00 p.m., except for odor control and cleaning
329 operations, and except for clerical, bookkeeping and related administrative activities
330 which may be conducted at any time.
331

332 E. Cleaning Requirements. Progressive shall comply with all cleaning requirements
333 conditions included within its Broward County Solid Waste Management License, as
334 updated and/or revised from time to time.
335

336 F. Disposal Sites. Progressive shall ensure that all sites where the processed solid waste
337 is transported for disposal appear to have appropriate permits and licenses to operate.
338

339 G. Odor Control. Progressive shall operate the Odor Control System, and shall improve
340 such Odor Control System when necessary to meet the requirements of this
341 Subsection. The Odor Control System shall be designed by a licensed engineer or
342 odor control expert in such a way that it addresses the types of solid wastes accepted
343 and planned to be accepted by the Facility, and so that the nuisance conditions
344 described in Subsections 12-76 (c), (d), and (e) of the Town's Code will be likely
345 prevented. On an annual basis, Progressive shall have the Odor Control System
346 evaluated by a licensed engineer or odor control expert who shall conduct tests at the
347 Facility's property line for any detectable objectional odors, and if improvements or

alterations to the Odor Control System are needed to continue to assure that the nuisance conditions described in Subsections 12-76 (c), (d), and (e) of the Town's Code will be likely prevented, Progressive shall make such improvements or alterations within a reasonable time.

H. Monthly Processing Reports. Progressive shall supply the monthly reporting data and reports concerning its solid waste processing tonnage and recyclables extraction to the Town in the same form and format as it supplies to the County, and at the same time as it supplies such reports to the County. If ever the County determines that Progressive need not continue to supply the County with such reports and data, Progressive shall nevertheless continue to supply same to the Town on a monthly basis.

I. That all Processing of solid waste shall occur indoors and on a poured concrete pad having a minimum thickness of four (4) inches.

J. Prohibited Activities.

(1) The Facility shall not employ the use of incinerators, open fires, air curtain incinerators, solid waste combustors, trench burning, or pulverizers.

(2) The Facility shall not engage in: (i) hazardous waste management, (ii) gasification, pyrolysis or any activities conducted within a pyrolysis facility; or (iii) some or all of the foregoing.

(3) The Facility shall not engage in composting processes.

(4) Disposal shall not be conducted at the Facility. "Disposal" shall mean the final resting place of incoming materials.

(5) The Facility shall not accept, process, or handle:

- (a) biological waste;
- (b) biomedical waste;
- (c) crude oil, diesel, gasoline, or other fuels;
- (d) sludge;
- (e) ash residue;
- (f) agricultural wastes;
- (g) waste tires or waste tire residuals;
- (h) nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes or under the Federal Atomic Energy Act of 1954;
- (i) suspended or dissolved materials in suspended sewage effluent or irrigation return flows, or other regulated point source discharges;
- (j) fluid or wastes associated natural gas or crude oil exploration;
- (k) hazardous waste; or
- (l) hazardous substances.

K. Insurance Requirements. The Parties agree that insurance coverage and limits shall be reasonably determined by the Town Manager (or his or her designee) in consideration of then existing risk markets and commercially available insurance (and any comments that Progressive may make concerning same), and in consideration of any recommendations of the Florida Municipal Insurance Trust (or its successor) (or in the event the Town does not participate in the Florida Municipal Insurance Trust, the provider of insurance coverage for the pool or program of insurance within which the Town participates). The Parties have agreed that insurance coverage and limits which Progressive shall maintain and remain in effect and which shall continue until changed pursuant to the preceding sentence, shall be as follows:

(1) Commercial General Liability. Occurrence based. Each Occurrence - \$1,000,000 and General Aggregate \$2,000,000;

(2) Automotive Liability. \$1,000,000 combined single limit;

(3) Workman's Compensation. Florida required limits;

(4) Pollution Legal Liability. \$4,000,000 each occurrence and \$8,000,000 aggregate; and,

(5) Property Insurance for blanket building and personal property. \$6,000,000.

Progressive agrees that with respect to the Commercial General Liability and Pollution Legal Liability coverage required above that the Town shall be an additional insured under such coverages, and that as to such "additional insured coverages" the policies shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the Parties being that such required insurance coverages protect both Parties as the primary coverages for any and all losses covered by the above described insurance. Further as to the Town's status as "additional insured", Progressive shall ensure that any insurer issuing insurance to cover the "additional insured" requirements contained in this Agreement agree that it shall have no recourse against the Town for payment or assessments in any form on any such insurance, and the clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an "additional insured" shall not apply to the Town.

Progressive further agrees that with respect to all of the foregoing insurance coverage, the insurers shall be required to give the Town thirty (30) days advance written notice if the insurance will not be renewed or is discontinued (i.e. that the Town will be a "Certificate Holder").

7. Continuing Disclosures.

432 A. As part of this settlement, Progressive agrees to the continuing obligation that it shall
433 disclose the information described in this Section every five (5) years commencing
434 June 1, 2025 and continuing every fifth (5th) June 1st thereafter. The initial set of
435 disclosures due on June 1, 2025 shall cover the period of time from the date of
436 execution of a final Agreement through December 31, 2024, except for the Odor
437 Control System Report, which shall cover the period of time from the date of
438 execution through March 1, 2025. All subsequent disclosures shall cover the period
439 of time from the end of the immediately prior disclosure to December 31st of the year
440 immediately preceding the current disclosure except for the Odor Control System
441 Report, which shall cover the period of time from the end of the immediately prior
442 disclosure to March 1st of the year of the disclosure.

443
444 B. The disclosure shall be addressed to the attention of the Town Manager or his or her
445 designee.
446

447 C. Progressive shall pay for the Town's review of the disclosures required by this
448 Section. When a disclosure is made, the cover letter for the disclosure shall include a
449 cashier's check or certified check in the amount of Two Thousand Five Hundred and
450 00/100 Dollars (\$2,500.00), Five Hundred and 00/100 Dollars (\$500.00) of which
451 shall be a nonrefundable review fee in connection with the disclosure. The balance of
452 Two Thousand and 00/100 Dollars (\$2,000.00) is a cost recovery deposit for the
453 anticipated expenses for non-administrative costs incurred by Town in reviewing the
454 disclosure. If the cost recovery deposit balance is twenty percent (20%) or less of the
455 initial deposit, a supplemental deposit in the amount of One Thousand and 00/100
456 Dollars (\$1,000.00) will be required before any further review of the disclosure
457 continues. No more than three (3) \$1,000 supplemental deposits shall be required, and
458 Progressive shall under no circumstances be required to reimburse the Town for more
459 than \$5,500 for a disclosure review under this section. Progressive will be notified
460 when a supplemental deposit is required. For the purpose of this Section, non-
461 administrative costs shall be defined as follows:

462
463 (1) fees and charges of any independent contractors performing contracted
464 services to the Town in the capacity of Town Planner, Town Engineer,
465 Town Attorney, Town Fire Marshall, Town Building Official, or Town
466 Manager; and,
467

468 (2) fees and charges of any independent contractors performing contracted
469 engineering, legal, or odor evaluation services to the Town.
470

471 The portion of the cost recovery deposit not expended for the payment of non-
472 administrative cost shall be refunded to Progressive when the disclosure review is
473 completed.
474

475 D. The disclosures shall be made by Progressive, and shall be organized into subject
476 matter in accordance with the provisions of Subsection E below.
477

E. The disclosures shall include:

- (1) A copy of all submissions, including monitoring submissions or other filings, made by the Facility with any Federal Agency, State Agency, Broward County (e.g. the Broward County Environmental Protection and Growth Management Department [or its successor]), or some or all of the foregoing, within the five (5) year period preceding the disclosure, which relate to: (i) notices of violations, (ii) permit or license applications, modifications, or renewals, (iii) made in the ordinary course of complying with such other jurisdiction's regulatory requirements, or (iv) made as a result of any license or permit requirement, or (v) some or all of the foregoing. The submissions shall be organized such that those which relate to each of the first (4) categories of the preceding sentence shall be separately grouped together.
- (3) Copies of all notices of violations (or other form of citation, including written warnings) concerning the Facility issued by any Federal Agency, State Agency, Broward County (e.g., the Broward County Environmental Protection and Growth Management Department [or its successor]), or some or all of the foregoing, during the five (5) year period preceding the disclosure and the status and disposition of each violation.
- (4) A written statement dated within thirty (30) days of the disclosure date which is (i) made by a qualified professional, (ii) indicates that the author is familiar with the Facility's operations, (iii) expressly states it is made for the Town and for the Town's reliance, and (iv) identifies each license and permit and approval required for the Facility's operation under Federal, State, and County law and regulation. A copy of all licenses and approvals and permits issued by any Federal Agency, State Agency, and Broward County Agency (i.e. the Broward County Environmental Protection and Growth Management Department [or its successor]) for the Facility's operation during the five (5) year period preceding the disclosure shall also be provided.
- (5) A Site Plan showing the boundary of the real property on which the Facility operates, all off-street parking and drive isles, the footprint of all buildings within the real property on which the Facility shall operate, including the building(s) in which the Facility shall operate. The Site Plan shall disclose the gross floor area of building space occupied for the Facility and all accessory uses, together with the square feet of the space outside of such building(s) that are used for off-street parking, drive isles, and on-site circulation.
- (6) Copies of ACORD certificates and declaration pages and applicable endorsements evidencing required insurance and confirming that the Town shall be provided a 30-day prior written notice when such insurance will not be renewed or will be discontinued.
- (7) A sign detail of a sign posted in a conspicuous location on the Facility's site clearly visible to the general public indicating: (i) the name of the Facility's

523 owner, and (ii) the name and phone number of a contact individual in case of
524 emergency, and (iii) the Facility's hours of operation. In addition, sign detail
525 of all signage required by Section 6A of this Agreement shall be provided.

526 (8) An Odor Control System Report which shall include a description of the
527 Odor Control System (including material, equipment, how operated, and
528 chemicals used), results and conclusions from odor testing performed at the
529 Facility, (dated within three (3) months of the disclosure date), any
530 recommended alterations and improvements to the Facility, and any
531 alterations and improvements Progressive has made to the Odor Control
532 System since the last Odor Control System Report provided to the Town in
533 accordance herewith, and a certification by a licensed engineer or odor
534 control expert, dated within three (3) months of the disclosure date, that the
535 Odor Control System as same exists as of the disclosure date (or if applicable
536 in consideration of alterations or improvements that were recommended) will
537 likely be sufficient to prevent the nuisance conditions described in
538 Subsections 12-76 (c), (d), and (e) of the Town's Code.

539 (9) Evidence that the Facility's operators are trained in the identification of
540 prohibited materials.

541 F. Standards for Town Disclosure Review. The following standards and criteria shall
542 apply for the Town's review of the disclosures required by this Section:
543

544 (1) That the disclosure is complete.

545 (2) That the disclosure does not appear to indicate that the Facility owner has
546 failed to obtain any permit, license, or approval required by another
547 governmental entity or agency with jurisdiction over any aspect of the
548 Facility's operation.

549 (3) That the disclosure does not appear to indicate that there are any outstanding
550 violations of Federal or State or County law or rule regulating the Facility
551 which has not been subjected to a pending agency proceeding or adjudication
552 or is being resolved to the other governmental authority's satisfaction.

553 (4) That there are no issued Notices of Violations or issued citations of the Town
554 Ordinances that have not been either subjected to pending adjudication or
555 administrative enforcement proceedings resolved to the Town's satisfaction.

556 (5) That the limits and types of insurance reflected in the disclosure are sufficient
557 as determined in accordance with this Agreement.

558 (6) That Progressive appears to be complying with all cleaning conditions
559 included within its Broward County Solid Waste Management License, as
560 updated and/or revised from time to time.

- 561 (7) That neither the disclosure to the Town, nor an inspection of the Facility by
562 the Town, indicates that the Facility: (i) employs the use of incinerators, open
563 fires, air curtain incinerators, solid waste combustors, trench burning, or
564 pulverizers; (ii) utilizes operators or spotters not properly certified to identify
565 prohibited hazardous waste; (iii) that the Facility engages in gasification,
566 pyrolysis or any activities conducted within a pyrolysis facility; (iv) allows or
567 engages in Disposal at the Facility; or (v) does some or all of the foregoing.
- 568 (8) That neither the disclosure nor an inspection of the Facility by the Town
569 indicates that the Facility engages in composting processes.
- 570 (9) That neither the disclosure nor an inspection of the Facility by the Town
571 indicates that the Facility accepts or handles:
- 572 (a) biological waste;
573 (b) biomedical waste;
574 (c) crude oil, diesel, gasoline, or other fuels;
575 (d) sludge;
576 (e) ash residue;
577 (f) agricultural wastes;
578 (g) waste tires or waste tire residuals;
579 (h) nuclear source or byproduct materials regulated under Chapter 404,
580 Florida Statutes or under the Federal Atomic Energy Act of 1954;
581 (i) suspended or dissolved materials in suspended sewage effluent or
582 irrigation return flows, or other regulated point source discharges;
583 (j) fluid or wastes associated natural gas or crude oil exploration;
584 (k) hazardous waste; or
585 (l) hazardous substances.
- 586
587 (10) That all Processing of solid waste occurs indoors and on a poured concrete
588 pad having a minimum thickness of four inches.
- 589 (11) That the Odor Control System will likely be sufficient to prevent the
590 nuisance conditions described in Subsections 12-76 (c), (d), and (e) of the
591 Town's Code.
- 592 (12) That the disclosure does not indicate that the Facility has increased its
593 Processing building footprint, or increased the amount of square footage that
594 it uses for its accessory operations, or the amount of square footage external
595 to buildings that it uses for parking, drive isles, or off-street circulation, as
596 identified in the On-Site Traffic Circulation and Site Plan approved by the
597 Town in Subsection 1B. above.
- 598 G. Effect of Town's Disclosure Review.
599
600 (1) The Town shall endeavor to finish its review of a disclosure within ninety
601 (90) days of the disclosure being determined complete.

- 602 (2) The Town's review of the disclosures required under this Section are
603 intended to be a "Staff-Level" type review, such that Town Commission
604 review and approval is not required.
- 605 (3) When the Town is finished with its review, it shall provide a letter to
606 Progressive indicating its approval of the disclosure, or if not approved,
607 specifying the reasons why the disclosure was not approved.
- 608 (4) In the event the Town indicates that the disclosure was not approved,
609 Progressive shall use commercially reasonable efforts to address any
610 specified reasons why the disclosures were not approved within sixty (60)
611 days of receipt of the Town's letter.
- 612 (5) The Town's review of the disclosures required by this Section is in the nature
613 of a periodic operations review for compliance with this Agreement, and is
614 not in the nature of a condition for development approval, a license, or a
615 permit. If the Town issues a letter not approving a disclosure, such letter
616 shall not have the effect of requiring Progressive to cease (in whole or in part)
617 or suspend its activities at the Facility in the absence of: (i) the Town
618 obtaining a remedy provided in this Agreement for such suspension or
619 closure (in whole or in part), or (ii) the Town securing such suspension or
620 closure (in whole or in part) by the Town's lawful action in enforcing its
621 development orders, Code of Ordinances, Building Code (and incorporated
622 life safety codes), and other codes, laws, rules, and regulations that the Town
623 may enforce.
- 624 (6) A letter confirming that the Town has completed its review of the disclosure
625 required by this Section and has approved same shall not relieve Progressive
626 from complying with any applicable provisions of: (i) the Town's ordinances,
627 as same may be amended (including but not limited to, the Town
628 Comprehensive Plan, the Facility's zoning classification, the Town's zoning
629 law, or the Town's other land development regulations), or (ii) any other
630 governmental authority's law, code, rule, or regulation, as same may be
631 amended, or (iii) both (i) and (ii) .
- 632 (7) A letter confirming that the Town has completed its review of the disclosure
633 required by this Section and has approved same shall not create an equitable
634 estoppel: (i) against the Town with respect to the enactment, amendment, or
635 enforcement of the Town's ordinances (including but not limited to the Town
636 Comprehensive Plan, the Facility's zoning classification, the Town's zoning
637 law, or the Town's other land development regulations), or (ii) against the
638 Town with respect to the enforcement of any other governmental authority's
639 law, code, rule, or regulation, as same may be amended, that the Town has
640 the authority to enforce, or (iii) both (i) and (ii) .
- 641 (8) A letter confirming that the Town has completed its review of the disclosure
642 required by this Section and has approved same shall not create any vested

rights in favor of the Facility with respect to: (i) the enactment, amendment, or enforcement of the Town's ordinances (including but not limited to, the Town Comprehensive Plan, the Facility's zoning classification, the Town's zoning law, the Town's other land development regulations), or (ii) the Town's enforcement of any other governmental authority's law, code, rule, or regulation, as same may be amended, that the Town has the authority to enforce, or (iii) both (i) and (ii).

- (9) The parties agree that a letter confirming that the Town has completed its review of the disclosure required by this Section and has approved same shall not be used by Progressive (or asserted by Progressive) in any administrative, quasi-judicial, code enforcement, or judicial proceeding as: (i) evidence of compliance with any of the Town's ordinances as same may be amended (including but not limited to the Town Comprehensive Plan, the Facility's zoning classification, the Town's zoning law, or the Town's other land development regulations), or (ii) as a defense or avoidance in any Town proceeding to enforce Town ordinances as same may be amended (including, but not limited to, the Town Comprehensive Plan, the Facility's zoning classification, the Town's zoning law, or the Town's other land development regulations), or (iii) the Town's enforcement of any other governmental authority's law, code, rule, or regulation, as same may be amended, that the Town has the authority to enforce, or (iv) some or all of the foregoing (i) - (iii).

8. Remedies.

- A. In the event that one party determines that the other party has defaulted in its performance of this Agreement, the non-defaulting party shall give the defaulting party notice and a reasonable opportunity to cure, which cure period shall be no longer than thirty (30) days, provided that if the breaching party initiates the cure promptly after receiving notice and diligently prosecutes the cure thereafter, and such cure cannot be completed within thirty (30) days, the breaching party shall have such additional reasonable time as is necessary to complete the cure (not in excess of 90 days). Notwithstanding the foregoing, the Parties agree that no notice of default and opportunity to cure will be necessary as a condition precedent to the Town seeking solely liquidated damages for a default described under the provisions of paragraph 8C.(2) below (however, if the Town wishes to seek specific performance for a default described under the provisions of Paragraph 8C.(2) below, notice and an opportunity to cure described in the preceding sentence shall be required as a condition precedent to seeking specific performance).
- B. In the event the defaulting party has failed to cure the default to the reasonable satisfaction of the non-defaulting party, then the non-defaulting party shall be able to seek the Court's enforcement of the provisions of this Agreement. In that regard, the Parties agree that the provisions of this Agreement shall be enforceable by specific performance (mandatory injunction) regardless of the existence or adequacy of any other remedies, both Parties consent to such relief, and both Parties further waive any defenses or

avoidances as to whether specific performance (mandatory injunction) is an available remedy for the breach of this Agreement.

C. Progressive agrees that in addition to seeking a Court's specific performance (mandatory injunction) enforcement of Progressive's obligations hereunder, the Town shall have the right to recover from Progressive the following additional liquidated damages:

(1) For a breach of each provision of this Agreement, except for those in Section 4D.(2), Progressive shall be obligated to pay the Town, upon the Town's demand, liquidated damages of One Thousand Dollars (\$1,000) for each day up to thirty (30) days within the calendar year that Progressive remains in breach of each such obligation after the expiration of the cure period; provided, the maximum amount of liquidated damages in a calendar year for each such breach shall not exceed Thirty Thousand Dollars (\$30,000). The parties agree that if the Town pursues the payment of liquidated damages pursuant to the foregoing provision, (i) such remedy shall be in lieu of any other remedy outside of this Agreement for the time period within which such liquidated damages have accrued, and (ii) the only remedy under this Agreement for a breach that continues past the time period within which liquidated damages accrues is that of specific performance.

(2) For a breach where the Facility's Quarterly Processed Amount exceeds the Maximum Tonnage or the applicable lesser Initial or Adjusted Maximum Tonnage Amount, determined in accordance with Sections 4. D(2) Progressive shall be obligated to pay the Town upon the Town's demand liquidated damages of \$2.00 for each excess ton; provided, the maximum amount of liquidated damages for each calendar year shall not exceed One Hundred Thousand Dollars (\$100,000). The parties agree (i) that if the Town pursues the payment of liquidated damages pursuant to the foregoing provision, such remedy shall be in lieu of any other remedy outside of this Agreement for the time period within which such liquidated damages have accrued (including, without limitation, any enforcement mechanisms provided by Town Ordinance or otherwise, fines, penalties, assessments, etc.); and (ii) if the Town does not pursue the payment of liquidated damages pursuant to the foregoing provision, it has the right to pursue a remedy of specific performance for such breach.

9. Surface Water Drainage Facilities.

A. The parties acknowledge that Town owns and maintains certain surface water drainage facilities, and further has the right to redesign, reconstruct, repair and maintain such surface water drainage facilities within certain lands described in that certain Easement Deed recorded in Broward County Official Records Book 34897 at Pages 132-136 (the "Easement Deed") and which lands are within the lands included in the Exhibit "C" On-Site Traffic Circulation and Site Plan.

B. As of the Effective Date of this Agreement, the current Town's surface water drainage facilities within the Easement Deed and included in the Exhibit "C" On-Site Traffic Circulation and Site Plan consist of a 30" Ductile Iron Pipe Assembly placed underground, which the parties have further agreed were placed in service on November 1, 2002 and, have a useful life at installation of fifty (50) years. This infrastructure,

733 together with all future repairs and replacements to and of the same shall be referenced
734 herein as the "Surface Water Drainage Facilities".

735 C. Progressive desires that the current surface use of the land subject to the Easement Deed
736 be changed from parking in marked parking spaces and driveway use to driveway usage
737 only as reflected in the Exhibit "C" On-Site Traffic Control and Site Plan, and the parties
738 agree that this will mean that heavy Collection Trucks and Disposal Trucks coming to
739 and leaving from the Facility will be stored, staged, or parked on the surface of the land
740 subject to the Easement Deed.

741 D. Progressive agrees that in the event it discovers that the Surface Water Drainage
742 Facilities have likely become damaged or otherwise have suffered a failure, Progressive
743 shall on an emergency basis notify the Town Manager.

744 E. The Town shall have the responsibility (upon its discovery of or other knowledge that the
745 Surface Water Drainage Facilities have become damaged, or have failed for any reason or
746 no reason at all) to complete the following within a reasonable time frame: (i) design,
747 permit, and construct above ground stormwater facilities consisting of temporary pumps,
748 valves, pipes, connections, and other appropriate infrastructure as will permit a temporary
749 above-ground bypass which will restore the ability of the Town to provide stormwater
750 collection and conveyance through the land subject to the Easement Deed during the time
751 the Town's Surface Water Drainage Facilities are repaired or replaced as may be
752 reasonably determined by the Town; (ii) excavate, remove, and dispose of the Town's
753 failed or damaged Surface Water Drainage Facilities; (iii) design, permit, and construct
754 new surface water drainage infrastructure which repairs or replaces the damaged or failed
755 infrastructure, as the Town may reasonably determine and require; and (iv) deconstruct
756 and remove and dispose of the temporary pumps, valves, pipes, connections, and other
757 appropriate infrastructure constituting the temporary above-ground bypass as well as any
758 waste material associated with the repair or replacement.

759 F. The Town shall pay all costs and expenses the Town lawfully incurs with the
760 performance of the Town's obligation in the preceding paragraph, specifically including
761 but not limited to: (i) all applicable application, permit, review, and inspection fees and
762 charges for any required governmental agency reviews and approvals, (ii) advertising and
763 expenses incurred in competitive procurement to the extent competitive procurement
764 processes and procedures are applicable, (iii) fees assessed by the Town's consultants (if
765 any) for review of any necessary study or evaluation, or proposed design or construction,
766 or legal documentation, or some or all of the foregoing, and (iv) costs and expenses
767 related to obtaining financing, insurance, bonds, and other ancillary arrangements.

768 G. Progressive agrees that it shall reimburse the Town for thirty (30) percent of the Town's
769 total costs and expenses the Town incurs as provided above. The reimbursement shall be
770 made within thirty days of being invoiced by the Town Manager. The Town Manager
771 may send Progressive invoices as expenses are incurred, and shall not be required to wait
772 until all costs and expenses are incurred before invoicing Progressive.

773 H. In order to financially assure Progressive's reimbursement obligation, Progressive agrees
774 that it shall deliver to the Town Clerk, and maintain, a Surety Bond (or Irrevocable
775 Standby Letter of Credit) concerning the Surface Water Drainage Facilities in the original
776 amount of Three Hundred Ninety Thousand Dollars \$390,000.00. The form of the Surety
777 Bond (or Irrevocable Standby Letter of Credit) concerning the Surface Water Drainage
778 Facilities shall be subject to the reasonable review and approval of the Town Attorney.

779 I. The Parties agree that commencing October 1, 2026, and every five (5) years thereafter,
780 the foregoing original penal amount of the Surety Bond (or Irrevocable Standby Letter of
781 Credit) shall be increased or decreased as the case may be so as to equal One Hundred
782 and Ten Percent (110%) of the then professional cost estimate of the Town's Civil
783 Engineer or engineering consultant for replacing such Surface Water Drainage Facilities
784 and providing temporary surface water drainage service during the period of time such
785 Facilities are replaced.

786 J. The parties agree that Progressive's liability to make the reimbursement required by this
787 Section is not limited by the amount of the surety bond or letter of credit.

788 **10. Progressive Release and Indemnity – Town Limited Release.**
789

790 A. Progressive by these presents, for it, its predecessors, and its successors in interest, does
791 hereby remise, release, acquit, satisfy, and forever discharge the Town, its elected and
792 appointed officers, its employees, and its attorneys, as well as the Florida League of
793 Cities, Inc. and the Florida Municipal Insurance Trust, and all of their successors, heirs,
794 personal representatives, devisees, and assigns (hereinafter referred to as the "Town
795 **Released Party**") of and from any and all manner of action and actions, claims, cause
796 and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds,
797 bills, specialties, covenants, damages or demands, contracts, controversies, agreements,
798 promises, variances, trespasses, judgments, executions, claims and demands whatsoever
799 (including any and all damages, expenses, attorneys' fees, costs or losses sought or
800 claimed), in law or in equity, both compensatory and punitive, in whatever name or
801 nature, in tort, in contract, by Federal or State Constitution, by Federal or State Statute,
802 by Federal or State Code, by local government ordinance, or by conduct of the Released
803 Party, or by some or all of the foregoing, of whatever name or nature, past or present, in
804 any manner arisen, arising or growing out of, or may have, for, upon or by reason of any
805 matter, cause or things whatsoever, from the beginning of the world to the Performance
806 Commencement Date of this Agreement which in any way arise out of or could have
807 arisen out of, or relate to or could relate to, or in any way pertain to the allegations made
808 in the Litigation, or to the Town's enacted ordinances, or to the Town's exercise or non-
809 exercise of its land development authority, or some or all of the foregoing. This release
810 shall not prevent Progressive from enforcing the terms and provisions of this Agreement.

811 B. Progressive hereby further agrees to indemnify, defend, and hold Town Released Party
812 harmless from and against any and all claims, losses, damages, liabilities, penalties, fines,
813 costs, fees and obligations of whatsoever nature or kind, of (a) (i) any record owner or
814 landlord, or both of any of Progressive's leased parcels comprising the Facility, or (ii) of
815 any sublessee or sub-sub lessee or any other class of tenancy which arises by, through, or

816 under Progressive's status as a lessee of any of its leased parcels, or (iii) some or all of
817 the foregoing, which (b) relate, refer, or pertain to:

- 818 (1) The allegations in the Litigation and the Exhibits to the Complaint;
- 819 (2) the making, performance, or enforcement of this Agreement (including the
820 exhibits thereto);
- 821 (3) the Town enacting an ordinance materially in the form of Exhibit "A";
- 822 (4) the Town enacting an ordinance materially in the form of Exhibit "B";
- 823 (5) the Town approving the On-Site Traffic Circulation and Site Plan (except
824 that in the event all of such record owners and landlords consent to the
825 Traffic circulation and Site Plan, this clause shall not apply); or
- 826 (6) some or all of the foregoing (1) – (5).

827 The foregoing indemnification shall include, without limitation, reasonable attorneys'
828 fees, Court costs or other dispute resolution costs at all administrative, trial and appellate
829 levels whether in connection with the matters being indemnified upon or as may be
830 incurred by Town Released Party in enforcing the provisions of this indemnification.
831

832 C. The Town does hereby remise, release, acquit, satisfy, and forever discharge Progressive,
833 its appointed officers, its employees, and its attorneys, and all of their successors, heirs,
834 personal representatives, devisees, and assigns (hereinafter referred to as the "Progressive
835 Released Party") of and from any claims, sums of money, fines, penalties, damages or
836 demands (including any and all damages, expenses, attorneys' fees, costs or losses sought
837 or claimed) in law or in equity, both compensatory and punitive, in whatever name or
838 nature, in tort, in contract, by Federal or State Constitution, by Federal or State Statute,
839 by Federal or State Code, by local government ordinance, or by conduct of the Released
840 Party, or by some or all of the foregoing, of whatever name or nature, past or present, in
841 any manner arisen, arising or growing out of, or may have, for, upon or by reason of any
842 matter, cause or things whatsoever, from the beginning of the world to the Performance
843 Commencement Date of this Agreement which in any way arise out of or could have
844 arisen out of, or relate to or could relate to, or in any way pertain to the allegations (i) that
845 for the purpose of applying the Town's zoning law (codified in Chapter 28 of the Code of
846 Ordinances of the Town of Pembroke Park) the Facility was an illegal use prior to the
847 Effective Date of this Agreement, (ii) that for the purpose of applying the Town's zoning
848 law (codified in Chapter 28 of the Code of Ordinances of the Town of Pembroke Park)
849 the Facility was a use other than a lawfully established non-conforming Materials
850 Recovery Facility prior to the Effective Date of this Agreement, (iii) that for the purpose
851 of applying the Town's zoning law (codified in Chapter 28 of the Code of Ordinances of
852 the Town of Pembroke Park) the expansions in space for the Facility which occurred after
853 the effective date of Ordinance No. 10-12-03 and before the effective date of Ordinance
854 No. 15-02 03 were improper expansions of a non-conforming use, (iv) that for the
855 purpose of applying the Town's zoning law (codified in Chapter 28 of the Code of

Ordinances of the Town of Pembroke Park) the Facility was a principal use other than a lawfully established non-conforming use of a Materials Recovery Facility prior to the Effective Date of this Agreement, and (v) that Progressive owes the Town money, fees, or damages as a result of Progressive not possessing Occupational Licenses (n/k/a Business Tax Receipts) for any years prior to the Effective Date of this Agreement in which it did not possess same. This limited release shall not prevent the Town from enforcing the terms and provisions of this Agreement, or from otherwise exercising the Town's sovereign or governmental powers, or from otherwise exercising the Town's code enforcement powers after the Effective Date of this Agreement (including, for example, with respect to the Florida Building Code and incorporated life safety codes).

11. **Stay of Litigation.** Upon the Parties' approval of this Agreement, they shall seek a stay of the Litigation for a reasonable amount of time in order for the Town to conduct the public hearings pre-requisite to the consideration and potential enactment of the Exhibit "A" and "B" Ordinance, the approval of the On-Site Traffic Circulation and Site Plan, and for Progressive and the Town to perform the Conditions Precedent in Section 1 of this Agreement.

12. **If Agreement Conditions Precedent are Not Met.**

A. The Parties agree that the making of this Agreement does not constitute an abrogation of the Town's governmental land development regulatory power. The Parties agree that should the Town of Pembroke Park not timely enact the Ordinances attached as Exhibit "A" and Exhibit "B" and approve the On-Site Traffic Circulation and Site Plan, or if any other Conditions Precedent are not timely met by the Town and/or Progressive, Progressive agrees that its applications for Exhibits "A", "B", and "C" same shall be deemed withdrawn, and that no action shall be brought against the Town, its officials, officers, employees, consultants or agents, or some or all of the foregoing, concerning or relating to such matters, and that, except as expressly provided to the contrary, all other Sections of this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damages claim. However, the Parties shall advise the Court that the stay of litigation should be lifted, and the litigation shall proceed.

B. Progressive agrees to indemnify, defend, and hold harmless Town, its elected and appointed officers, its employees, and its attorneys, as well as the Florida League of Cities, Inc. and the Florida Municipal Insurance Trust, and all of their successors, heirs, personal representatives, devisees, and assigns (the "Town Released Party") from and against any and all claims, losses, damages, liabilities, penalties, fines, costs, fees and obligations of whatsoever nature or kind, of (a) (i) any record owner or landlord, or both of any of Progressive's leased parcels comprising the Facility, or (ii) of any sublessee or sub-sub lessee or any other class of tenancy which arises by, through, or under Progressive's status as a lessee of any of its leased parcels, or (iii) some or all of the foregoing, which (b) relate, refer, or pertain to:

- (1) the Town not enacting an ordinance materially in the form of Exhibit "A";

- 898 (2) the Town not enacting an ordinance materially in the form of Exhibit “B”;
- 899 (3) the Town not approving the Traffic Circulation and Site Plan attached as
- 900 Exhibit “C”;
- 901 (4) this Agreement’s conditions precedent in Section 1 not being met in a timely
- 902 manner; or
- 903 (5) some or all of the foregoing (i) – (iv).

904 The foregoing indemnification shall include, without limitation, reasonable

905 attorneys’ fees, Court costs or other dispute resolution costs at all administrative,

906 trial and appellate levels whether in connection with the matters being

907 indemnified upon or as may be incurred by Town Released Party in enforcing the

908 provisions of this indemnification.

909

910 For the avoidance of doubt, nothing in this Section 12(B) requires that

911 Progressive indemnify, defend or hold harmless any Town Released Party for

912 Town’s acts prior to the Effective Date.

913

914 The parties agree that this Section 12 shall survive in the event the other Sections

915 of the Agreement become void.

916

917 **13. General Matters:**

918

919 A. This Agreement sets forth in full the terms of agreement between the parties with respect

920 to the settlement of the Litigation, and is intended as the full, complete and exclusive

921 Agreement between the parties with respect thereto, superseding all other discussions,

922 promises, representations, warranties, agreements and understandings between the parties

923 with respect thereto. Prior drafts of this Agreement shall not be admissible as parole

924 evidence.

925 B. No term hereof may be modified or amended, nor may any rights hereunder be waived,

926 except in a writing signed by the party against whom enforcement of the modification,

927 amendment or waiver is sought. Any waiver of any condition in, or breach of, any of the

928 foregoing in a particular instance shall not operate as a waiver of other or subsequent

929 conditions or breaches of the same or a different kind. The Town’s exercise or failure to

930 exercise any rights under any of the foregoing in a particular instance shall not operate as

931 a waiver of its right to exercise the same or different rights in other instances.

932 C. The Parties agree that they have each received full and adequate consideration to support

933 their respective duties and obligations under this Agreement.

934 D. This Agreement does not create, and shall not be construed as creating, any rights

935 enforceable by any person not a party to this Agreement. However, the terms of this

936 Agreement shall be binding upon Progressive, its successors and assigns that lease

- 937 parcels comprising the Facility, or which may own the Facility. The terms of the
938 Agreement shall also be binding on the Town and its successors and assigns.
- 939 E. The provisions of this Agreement are not dependent covenants, such that a default or
940 breach of one party's obligation will not excuse the other party's performance of its
941 obligations.
- 942 F. This Agreement may be executed in any number of counterparts, which together shall
943 constitute one and the same agreement.
- 944 G. This Agreement and all schedules attached hereto were prepared through the joint efforts
945 of the Parties. Neither its provisions nor any alleged ambiguity shall be interpreted or
946 resolved against any party on the ground that such party's counsel drafted this
947 Agreement. Each of the parties hereto represents and declares that such party has
948 carefully read this Agreement and that such party knows the contents thereof and signs
949 the same freely and voluntarily. The Parties hereto acknowledge that they have been
950 represented in negotiations for and preparation of this Agreement by legal counsel of
951 their own choosing, and that each of them has read the same and had their contents fully
952 explained by such counsel and is fully aware of their contents and legal effect. Each party
953 hereto understands that he, she, or it can refuse to execute this Agreement and to pursue
954 whatever legal remedies, he, she or it may possess, but chooses to execute this
955 Agreement of his, her or its own free will and free of any duress or coercive action by
956 any other party.
- 957 H. This Agreement will be considered signed when the signature of a party is delivered by
958 facsimile transmission or by an e-mailed scan of the original. Such facsimile signature or
959 e-mailed scan shall be treated in all respects as having the same effect as an original
960 signature.
- 961 I. Progressive agrees that with the exception of Exhibits "A", "B", and "C", there have been
962 no representations, covenants, warranties, or inducements of the Town or its officials,
963 employees, or its attorneys, with respect to potential future amendments to the
964 Comprehensive Plan, potential future zoning amendments or changes, potential future
965 changes to the Town's land development regulations, or potential future use approvals,
966 plat approvals, or site plan approvals, which could affect the Facility or Progressive's
967 leased premises, or both, which have been relied upon by Progressive in making this
968 Agreement.
- 969 J. Progressive agrees that neither this Agreement, nor any of its provisions, shall prevent the
970 Town from enacting or seeking to enforce any existing or future rule, regulation,
971 ordinance, or charter provision of the Town which may affect the Facility or
972 Progressive's leased premises, regardless of whether such local law is the result of action
973 by the Town Commission, or the result of initiative (petition) and referendum, or the
974 result of other applicable procedures.
- 975 K. The Parties agree that neither this Agreement nor any of its provisions nor the actions or
976 inactions with respect to same or the enforcement thereof shall serve as the basis for a

977 damages claim against the other Party, and that, except for the “liquidated damages”
978 provisions of Section 8 (C) above, the Parties shall not assert a damages claim with
979 respect enforcement of the provisions of this Agreement.

980 L. The Town is making this Agreement as a law enforcement discretionary function in view
981 of how the Town’s local law in this case should be enforced at this time and is making
982 this Agreement as part of the Town’s enforcement efforts to achieve compliance with its
983 law. In making this Agreement or performing same, Progressive agrees that Town is not
984 waiving its contractual or tort immunity, or assuming a general or special duty of care to
985 Progressive, or to Progressive’s current or future personnel, or any invitees of the
986 Premises.

987 M. Progressive agrees that Town is not waiving the Town’s Sovereign Immunity or any
988 other defenses, immunities, or privileges the Town may enjoy as to any claims
989 concerning (i) the Agreement (and actions taken or not taken with respect thereto) or as
990 to (ii) as to any future claims or litigation against the Town, its officers, and employees
991 with respect to the Facility.

992 N. This Agreement, and each and every term and provision hereof, shall be governed by and
993 construed in accordance with the laws of the State of Florida. The Parties agree that
994 jurisdiction and venue for the enforcement of this Agreement shall be in the state and/or
995 federal courts of Broward County, Florida.

996 O. In the event a Party seeks specific performance of this Agreement in a court of law, the
997 Parties waive their rights to ask for a trial by jury.

998 P. Upon the Effective date, the Town will issue to Progressive a Business Tax Receipt for
999 calendar year 2021 for the Facility’s lawful nonconforming use of a Materials Recovery
1000 Facility, and shall issue annual Business Tax Receipts to Progressive thereafter, provided
1001 the Facility remains a lawful nonconforming use of a Materials Recovery Facility at the
1002 time the Facility seeks an annual Business Tax Receipt and upon Progressive paying to
1003 the Town the applicable fee therefor.

1004
1005
1006 IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and
1007 year noted in each Party’s signature block:
1008
1009
1010
1011

1012 [THIS PORTION OF THIS PAGE INTENTIONALLY LEFT BLANK]
1013
1014
1015
1016
1017
1018

1019

WASTE CONNECTIONS:

1020

WASTE CONNECTIONS OF FLORIDA, Inc.

1021

1022

By: _____

1023

1024

Print name: _____

1025

1026

Title: _____

1027

1028

Date: _____

1029

1030

1031

TOWN OF PEMBROKE PARK:

1032

1033

1034

TOWN OF PEMBROKE PARK, A FLORIDA MUNICIPAL CORPORATION,

1035

1036

1037

By: _____

1038

The Honorable Geoffrey Jacobs, Mayor

1039

1040

1041

Attest: _____

1042

Marlen D. Martell, Town Clerk

1043

1044

1045

Approved as to form and legal sufficiency:

1046

1047

1048

By: _____

1049

Melissa P. Anderson, Esq., Town Attorney

1050

1051

1052

Date: _____

1053

1054

1055

Exhibits:

1056

1057

Exhibit "A" - MRF Ordinance Amendments

1058

Exhibit "B" - M-1 Zoning Ordinance Amendment

1059

Exhibit "C" - On-Site Traffic Circulation Site Plan

1060

Exhibit "D" – Reserved

1061

Exhibit "E" - SW 31st Street → Carolina Road → Park Road Route"

1062

Exhibit "F" - Broward County Waste Processing Facility Monthly Report

1063

016934-17002 [4503713]

1064

ORDINANCE NO. 15-04-01

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

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

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

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

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

~~"DIVISION 5: MATERIALS RECOVERY FACILITIES"~~

~~"Sec. 11-75. Definitions.~~

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

~~(b)-~~

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

EXHIBIT "A"

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

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

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

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

44 ~~(4) A transfer:~~

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

48 ~~b. by any general partner of the Materials Recovery Facility (if the owner~~
49 ~~of the Materials Recovery Facility is a general partnership or limited~~
50 ~~partnership), which transfer would reduce such general partner's~~
51 ~~remaining interest in said partnership to less than fifty-one percent~~
52 ~~(51%);~~

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

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

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

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

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

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

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

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

94 ~~——~~

95 ~~**"Sec. 11-77. Application and Regulations.**~~

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

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

99 ~~—— (2) Whenever a Certificate of Conformance has expired; or,~~

100 ~~—— (3) Whenever a Materials Recovery Facility submits any applications for permits,~~
101 ~~licenses, or other approvals (or modifications thereto) under Federal, State, or County law~~
102 ~~or rule;~~

103 ~~—— (4) Whenever there is any Material Change of Ownership of a Materials Recovery~~
104 ~~Facility; or~~

105 ~~(5) For the Facility's first Certificate of Conformity, by June 1, 2015.~~

106 ~~—— (b) An application for a Certificate of Conformance shall be filed with the Town Planner~~
107 ~~on forms prepared by the Town for such purpose.~~

108 ~~(c) The application shall include a cashier's check or certified in the amount of Two~~
109 ~~Thousand Five Hundred Dollars (\$2,500.00), Five Hundred Dollars (\$500.00) of which shall be~~
110 ~~a nonrefundable processing fee in connection with the application. The balance of Two~~
111 ~~Thousand Dollars (\$2,000.00) is a cost recovery deposit for the anticipated expenses for non-~~
112 ~~administrative costs incurred by Town in processing the application. Whenever the cost recovery~~
113 ~~deposit balance is twenty percent (20%) or less of the initial deposit, a supplemental deposit in~~
114 ~~the amount of One Thousand Dollars (\$1,000.00) will be required before any further review or~~
115 ~~processing of the application continues. The applicant will be notified when a supplemental~~
116 ~~deposit is required. For the purpose of this Section, non-administrative costs shall be defined as~~
117 ~~follows:~~

- 118 ~~(1) Town Planner's fee;~~
119 ~~(2) Town Engineer's fee;~~
120 ~~(3) Postage and other mailing expenses;~~
121 ~~(4) Photocopy expenses;~~
122 ~~(5) Newspaper advertising expenses; and,~~

~~(6) Legal fees.~~

~~The portion of the deposits not required for the payment of non-administrative cost shall be refunded to the applicant when the application processing is completed.~~

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

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

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

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

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

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

~~—— (5) A narrative describing all notices of violations (or other form of citation, including written warnings) issued by any Federal Agency, State Agency, Broward County (i.e. the Broward County Environmental Protection and Growth Management Department [or its successor]), or the Town, or some or all of the foregoing, during the~~

146 ~~five (5) year period preceding the application and the status and disposition of each~~
147 ~~violation.~~

148 ~~—— (6) A copy of all licenses and approvals and permits issued by any Federal~~
149 ~~Agency, State Agency, Broward County (i.e. the Broward County Environmental~~
150 ~~Protection and Growth Management Department [or its successor]), for the operation of~~
151 ~~the Materials Recovery Facility during the five (5) year period preceding the application.~~

152 ~~—— (7) A Plan of Operations for the Materials Recovery Facility which shall include~~
153 ~~plans and details drawn to scale and narrative prepared by a suitably licensed professional~~
154 ~~in the State of Florida. The Plan of Operations shall contain:~~

155 ~~a. A Site Plan showing the boundary of the real property on which the~~
156 ~~Materials Recovery Facility operates, all off-street parking and drive~~
157 ~~isles, the footprint of all buildings within the real property on which~~
158 ~~the Materials Recovery Facility shall operate, including the building in~~
159 ~~which the Materials Recovery Facility shall operate;~~

160 ~~b. Floor plans and equipment details showing the type, size, and nature of~~
161 ~~all processing equipment, tools, implements, and containers used or~~
162 ~~intended to be used in extraction from solid waste of recyclable~~
163 ~~materials, material suitable for use as a fuel or soil amendment, or any~~
164 ~~combination of such materials. The floor plans shall depict and~~
165 ~~describe the area where solid waste is deposited for processing, and a~~
166 ~~narrative shall describe the nature of processing that takes place and is~~
167 ~~to take place.~~

168 ~~e. A proposed Traffic Circulation and Route Plan which shall describe~~
169 ~~control procedures concerning how trucks are summoned and~~
170 ~~dispatched from the site and which shall depict how truck traffic shall~~
171 ~~access the site (and the improvements on site) from adjacent rights of~~
172 ~~way, load or unload as the case may be, and exit the site to adjacent~~
173 ~~rights of way;~~

174 ~~d. A Certificate or policies of insurance with such environmental liability~~
175 ~~coverages, limits, deductibles, and underwriters as the Town~~
176 ~~Commission has specified by Resolution, prior to the date the~~
177 ~~Application was filed.~~

178 ~~e. A local business office with a local telephone number which will be~~
179 ~~operated to provide adequate response to customer inquiries or~~
180 ~~complaints. The office must be located in Broward County. The~~
181 ~~telephone number must be a toll-free call from any point within the~~
182 ~~Town.~~

183 ~~f. A sign detail, after receiving a sign permit from the Town, of the sign~~
184 ~~posted in a conspicuous location on the site of the materials recovery~~
185 ~~facility clearly visible to the general public indicating the name of the~~
186 ~~operating authority, contact person and telephone number in case of~~
187 ~~emergency, hours of operation, and list of prohibited materials.~~

188 ~~g. The proposed hours of operation for the Materials Recovery Facility~~
189 ~~broken down for each of the following functions:~~

190 ~~(i) solid waste processing;~~

(ii) office functions;

(iii) cleaning and disinfecting functions.

h. ~~A narrative describing the nature of the operation, the tonnage handled by day, week, month and year, the types and percentage of solid waste processed for recycling and disposed of, and an analysis of the success in recycling.~~

i. ~~An Odor Reduction Plan which shall be prepared by an engineer and designed to reduce and control emissions into the air so that no objectionable odors will be detectable at the property line of the premises, and the nuisance conditions described in Subsections 12-76 (e), (d), and (e) of this Code will be likely prevented. The plan shall include a detailed summary of the measures that the owner or operator will take to mitigate the odor(s) and dates for completion of those measures. This will include a narrative, plans, and details for all equipment, tools, chemicals, and cleaning and disinfecting protocols and procedures (including the timing and extent thereof) used at the Materials Recovery Facility. Upon completion of the Odor Reduction Plan, the owner or operator will notify the Town and the premises shall remain subject to subsequent odor investigations.~~

j. ~~The identity and location of all sites where solid waste is shipped or trucked for disposal and evidence that such disposal sites are licensed or otherwise approved by state and federal environmental authorities~~

(such evidence may be in the form of an attorney's opinion or an engineer's certification to the Town);

k. An Emergency Plan, which shall detail, at minimum, the following:

(i) A list of names and telephone numbers of persons to be contacted in the event of a fire, flood, or other emergency;

(ii) A list of the emergency response equipment at the site, its location, and how it should be used in the event of an emergency;

(iii) A description of the procedures that should be followed in the event of a fire, including procedures to contain and dispose of the material generated as a result of the fire;

(iv) Such other information as the officials of the Town responsible for life safety, code enforcement, law enforcement, fire suppression, emergency medical response, disaster response and recovery, storm water management, and building safety may reasonably require;

(v) Name, addresses and telephone numbers of the persons to be contacted by the Town with reference to the operation of the Materials Recovery Facility.

l. Information over the prior two (2) year period preceding the application concerning the average percentage of incoming volumes of solid waste which are extracted as recyclables by other like Materials Recovery Facilities in South Florida (reported monthly if available);

236 the nature, type, and investment in processing equipment (and extent
237 of depreciation thereof) at the Facility; current technologies and
238 processes for extracting recovered materials from the solid waste
239 stream which might be reasonably available and employed to increase
240 the efficiencies of extracting recovered materials from the solid waste
241 stream, and a proposed timeline for implementation over the next five
242 years; and any other information the applicant wishes to provide
243 concerning Materials Recovery Facility recycling efficiencies.

244 (8) In the event the Application for a Certificate of Conformity is being made as a
245 result of a reason other than the prior Certificate's five (5) year expiring, the Town Staff
246 is authorized to accept the accompanying information identified above from the date of
247 the last application for a Certificate of Conformity, as opposed to over the prior five (5)
248 year period. If the Application is the first Application, the information submitted shall
249 cover the five (5) year period prior to the Application date, unless the Town Commission
250 requests a longer time period.

251 ~~—— (f) The Town Staff will review the application information, and such other information~~
252 ~~and evidence as Staff determines bear on the standards and criteria set forth below, and shall~~
253 ~~present the application and evidence to the Town Commission with a recommendation. The~~
254 ~~Town Commission will review the application, and shall, after conducting a public meeting on~~
255 ~~each application, either approve, approve with conditions, or deny the application.~~

256 ~~—— (g) The following standards and criteria and regulations shall apply in reviewing an~~
257 ~~application, and shall continue to be applicable to the operation of the Materials Recovery~~
258 ~~Facility after the Certificate is granted:~~

~~———— (1) That the Facility has received all required permits and approvals from other governmental entities that have jurisdiction over its operations;~~

~~———— (2) That all improvements on the site of the Facility, and in the Building in which the Facility operates, comply with the applicable requirements of the Florida Building Code (and all incorporated life safety codes);~~

~~———— (3) That the Facility's operation complies with the most recent previously issued Certificate of Conformity;~~

~~———— (4) That the site of the Facility (and all activity proposed and described in the application) complies with all zoning and land use regulations of the Town;~~

~~———— (5) That the insurance contained within the application is sufficient to satisfy the minimum reasonable specified requirements of the Town;~~

~~———— (6) That there are no outstanding violations of the Town Code of Ordinances that have not been either subjected to adjudication or resolved to the Town Commission's satisfaction;~~

~~———— (7) That there are no outstanding violations of Federal or State law or rule that relate to whether the Facility is complying with regulations concerning the Facility's operation or compliance with environmental law and regulation;~~

~~———— (8) That traffic circulation for the Facility will not result in trucks being parked, stored, or queued within or on right of way;~~

~~a. Adjacent to the site where the Facility operates; and~~

~~b. Within or adjacent to any property which enjoys any type of residential zoning classification;~~

~~———— (9) That cleaning and disinfecting operations occur at least twice each day, seven (7) days per week, three hundred sixty five (365) days per year, to assist in controlling the emission of objectionable odors from the Facility, and that the Odor Reduction Plan appears reasonable to prevent objectionable odors from being detectable at the property line of the premises, and to prevent the nuisance conditions described in Subsections 12-76 (c), (d), and (e) of this Code.~~

~~———— (10) That the Facility does not employ the use of incinerators, open fires, air curtain incinerators, solid waste combustors, trench burning, pulverizers, or landfills in the processing of solid waste.~~

~~———— (11) That the Facility does not engage in composting processes.~~

~~———— (12) That the does not accept for processing at the site, and does not process:~~

~~a. biological waste;~~

~~b. sludge;~~

~~c. ash residue;~~

~~d. agricultural wastes;~~

~~e. waste tires or waste tire residuals;~~

~~f. nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes or under the Federal Atomic Energy Act of 1954;~~

~~g. suspended or dissolved materials in suspended sewage effluent or irrigation return flows, or other regulated point source discharges;~~

~~h. fluid or wastes associated natural gas or crude oil exploration;~~

- i. ~~solid waste that is generated as a result of a storm event that is the subject of an Emergency Order entered by any governmental entity other than the Town Commission of Pembroke Park; or~~
- j. ~~hazardous waste.~~

~~—— (13) That the “Materials Recovery Facility” is not a “Trash Transfer Station,” such that the Facility recovers more than an “incidental amount” of its incoming solid waste in the form of recyclable materials, and does not have as a primary purpose the holding and storage of solid waste for transport to a disposal facility. In the absence of statutory guidance, guidance from the Florida Department of Environmental Regulation in the form of an agency rule, or binding case law precedent that construes or defines “primary purpose” in the context of Fla. Stat. § 403.703(38)(2013) or “incidental” in the context of R. 62-701.200 (120) F.A.C. (collectively, “guiding legal authority”), and to provide direction to the Town Staff for application of the definition of a Trash Transfer Station in the absence of such guiding legal authority, a Facility that accepts solid waste, and extracts less than five percent (5%) of the total tons of the Facility’s incoming of 250 solid waste stream over any calendar six (6) month period as recycled materials, and then effects a transfer of the non-extracted, residual solid waste stream off site for disposal or processing off site shall be deemed by Town Staff to be a “Trash Transfer Station” and not a “Materials Recovery Facility. When, as, and if such guiding legal authority is created, the Town shall follow same and apply same. Additionally, given the first deadline in which to obtain a Certificate of Conformity is June 1, 2015, the first six month measuring period shall be November 2014 to May of 2015.~~

~~—— (14) That the safety plan is reasonable.~~

~~———— (15) That all processing of solid waste occurs indoors and on a poured concrete pad having a minimum thickness of four inches.~~

~~———— (16) That the Facility is operated to minimize the discharge of leachate to the environment, control objectionable odors, litter, dust, and other fugitive particulates from the building wherein the processing occurs.~~

~~———— (17) That absent emergency: a. putrescible solid waste and solid waste that is mixed with putrescible solid waste shall be removed from the facility not more than 24 hours after acceptance; b. nonputrescible solid waste is not stored at the facility for more than one (1) week; and c. that recovered materials are not stored at the facility for more than six (6) months.~~

~~(18) That the Application is complete.~~

~~(19) That the Facility converts, on average, a material amount of its incoming volume of solid waste to recyclables. Given the State public policy that recycling is encouraged, and to promote the implementation of technology and processes in Materials Recovery Facilities that will likely increase over time the efficiencies of extracting recyclables from the solid waste stream, the Town Commission will determine such material average by Resolution in evaluating the application in consideration of: a. recycling averages reported by other similar kinds of Materials Recovery Facilities in South Florida that are outside of the Town; b. the nature, types, and investments in equipment (and extent of depreciation thereof) of the Facility within the Town; c. current regulatory goals and objectives at the State and County level for recycling and regulation as may exist; and d. such other reports and evaluations concerning Materials Recovery Facility recycling efficiencies as the Town Commission~~

348 may deem appropriate. In the event the Facility does not meet the determined standard
349 in light of this criteria, a plan for compliance with such standard shall be submitted
350 which shall demonstrate achievement within a reasonable time.

351 (20) — That the Facility does not accept more than 22,500 tons in any month of
352 solid waste at the Facility for processing. This number may be temporarily increased by
353 the Town Commission as necessary to respond to declared States of Emergency.

354 (21) — The Facility remains limited to a maximum lot size of two (2) acres and a
355 maximum building area of thirty thousand (30,000) square feet.

356 (22) — That all of the Facility's processing operations are conducted inside a
357 completely enclosed structure, and on a site which provides an adequate parking area and
358 circulation area for truck staging, unloading and loading arrangements on the Facility's
359 property. No loading, staging, or storage activities shall be permitted off of the facility's
360 property (such as, but not limited to, within the public rights-of-way). If approved by the
361 Town, weighing activity may occur outside next to the Building.

362 (23) — That the operation of the Facility does not cause or create a nuisance or
363 annoyance to the public or to surrounding property owners. Nuisances shall include, but
364 not be limited to, blocking access, disrupting traffic, and any of the conditions described
365 in Sec. 12-76 of this Code.

366 (24) — That all sites where the processed solid waste is disposed have appropriate
367 permits and licenses to operate.

368 (25) — That the local contact information is up to date and reasonably detailed
369 and sufficient.

~~———— (h) The hours of operation shall be limited to Monday through Saturday from 6:00 a.m. to 7:00 p.m., except for odor control and cleaning operations, and except for clerical, bookkeeping and related administrative activities which may be conducted at any time. In addition to the above, the staging or parking of trucks on public roadways within the Town, or at the site, prior to the above operating times, is strictly prohibited.~~

~~———— (i) If it is determined by the Town that the applicant is not complying with the conditions of approval of the Certificate of Conformance, or otherwise operates so as to violate the Town's Code or constitute a nuisance, the Town Commission may revoke the Certificate after conducting a public hearing. If a public hearing is held for the purpose of revoking a Certificate of Conformity, the applicant shall be notified by certified mail not less than thirty (30) days prior to any such hearing. If a Certificate of Conformity is revoked, the Town Commission may require all operations at the Materials Recovery Facility to cease within a reasonable time after all solid waste on the premises as of the date of the Town Commission action has been processed and removed from the site and the building cleaned.~~

~~———— (j) The Materials Recovery Facility shall be responsible for the actions of any truck drivers accessing or exiting the site in terms of compliance with paragraph (g)(8), and (h) above or (k) below. In the event a truck should fail to use the approved route or violate paragraph (h) above or (k) below, a financial penalty in the amount of Five Hundred Dollars (\$500.00) per occurrence shall be paid to the Town.~~

~~———— (k) No truck or trailer delivering solid waste materials or picking up recyclables or solid waste or other matter shall be parked on any public roadway in the Town prior to 6:00 AM or after 7:00 PM. No truck or trailer used for any solid waste business shall be parked within three hundred (300) feet of a residentially zoned area at any time.~~

~~(1) Record keeping and reporting: The owner or operator of a solid waste conveyance or disposal business operating in the Town shall:~~

~~(1) Maintain a record on-site, recording daily, in tons, of the total quantity of solid waste received and processed, and the separate quantities for:~~

~~a. Construction and demolition debris.~~

~~b. Commercial waste.~~

~~c. Household waste.~~

~~d. Vegetative material.~~

~~e. Prohibited materials including the final disposal location facility name, address, and telephone number.~~

~~f. The quantity of recyclable material recovered, by type.~~

~~g. The quantity of solid waste disposed of and identity of the final disposal location(s).~~

~~(2) Materials Recovery Facilities shall submit a monthly report to the Town no later than the Fifteenth (15th) day of the succeeding month. A copy of the monthly Broward County report shall satisfy this requirement. The report shall include:~~

~~a. The facility name, address and Certificate number;~~

~~b. The month covered by the report;~~

~~c. A summary of the daily information specified in (1) above.~~

~~(3) Materials Recovery Facilities shall submit an annual report to the Town no later than March 31 for the preceding calendar year. The report shall include:~~

~~a. The facility name, physical address, E-mail address, phone number and license number;~~

416 ~~b. —A summary of the information specified in (2) above.”~~

417 Section 2: That if any section, paragraph, sentence or word of this Ordinance or the
418 application thereof to any person or circumstance is held invalid, that the invalidity shall not
419 affect the other sections, paragraphs, sentences, words or application of this Ordinance.

420

421 Section 3: This Ordinance shall be enacted immediately upon its passage and adoption
422 after Second Reading by the Town Commission.

423

424 PASSED on First Reading this __ day of ____, 2021.

425 PASSED on Second Reading this __ day of ____, 2021.

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435 ATTEST:

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437

438

439 Clerk - Commissioner

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441

442

Mayor - Commissioner

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COMMISSION OF
THE TOWN OF PEMBROKE PARK, FLORIDA,
PERTAINING TO THE SUBJECT OF GROWTH
MANAGEMENT; AMENDING THE ZONING
REGULATIONS IN THE M-1 INDUSTRIAL ZONING
DISTRICT; AMENDING DEFINITIONS; AMENDING
THE LISTS OF PERMITTED, SPECIAL EXCEPTION,
AND PROHIBITED USES; AMENDING PROVISIONS
FOR NON-CONFORMING USES; AMENDING
OTHER DISTRICT REGULATIONS; AMENDING
PROCEDURES FOR ZONING REVIEW AND
APPROVAL; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CODIFICATION; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission periodically evaluates various land
development trends and issues and amends its Land Development Regulations
accordingly; and

WHEREAS, the Town retains the services of a land planning professional to
evaluate land development activities and land development regulations and recommend
strategies and Code modifications; and

WHEREAS, the Town Commission desires to amend the Town's Code of
Ordinances to modify the M-1 Industrial District regulations; and

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

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

Section 1: That Section 28-11 of the Code of Ordinances, Town of Pembroke Park,
Florida is hereby amended to read as follows:

"Sec. 28-211. Intent and definitions.

The M-1 Industrial District is intended for industrial uses not in conflict with any
ordinance of the Town regulating nuisances and for such uses not involving the use of
materials, processes or machinery likely to cause undesirable effects upon neighboring or

EXHIBIT "B"

38 adjacent residential or business property. The M-1 Industrial District may directly abut a
39 residential or business district and the activities allowed in an M-1 Industrial District are
40 intended to be such as may be compatible with such neighboring districts under the
41 requirements provided in this division to minimize conflict, and to preserve the M-1
42 Industrial Districts for its primary purpose, to wit: industrial development. Residential
43 uses are not allowed therein.

44 For purposes of the regulations of the M-1 Industrial District "Residential" shall be
45 deemed to include not only single-family residences, but multifamily residential use and
46 mobile home park use in addition thereto; furthermore, "residential zoning" shall also be
47 deemed to include zoning classifications where single-family residences, multi-family
48 residences, or mobile home park use is allowed .

49 For purposes of applying the regulations of the M-1 Industrial District in Sections
50 28-212, 28-213, 28-214, and the regulations of the M-1 Zoning District as applicable to
51 non-conforming uses and structures, the word "expand" or "expansion" shall not be
52 limited to an increase in ~~land area floor-area-of-a-building's-interior~~, but shall also include
53 an increase in ~~building or structure envelope, utilization of existing floor area, an increase~~
54 ~~in the utilization of land area (e.g. particularly, some uses and activities in this M-1~~
55 ~~Industrial District are allowed to take place outside of buildings and structures), an~~
56 ~~increase vehicle trips generated for the site, an~~ increase in off-street parking
57 ~~utilization requirements for the site, or~~ an intensification to the ~~use activity taking place on~~
58 ~~the site evidenced by improvements or alterations made to the site or building since the~~
59 ~~date the use became non-conforming (alterations and improvements made without~~
60 ~~permits from the last set of plans on file with the Town shall be conclusively presumed to~~
61 ~~have been made after the date the use became non-conforming), or evidenced by and any~~
62 ~~alteration of activity that is reasonably likely to generate~~ a discernible increase in adverse
63 secondary effects in terms of noise, vibration, objectionable odors, air or water pollution,
64 light, traffic ~~congestion, adverse impacts to~~ public safety, or like adverse effects."

65 Section 2: That the Code of Ordinances, Town of Pembroke Park, Florida is
66 hereby amended by adding a section, to be numbered 28-211.5 which section reads as
67 follows:

68 **“Sec. 28-211.5. Permitted uses.**

69

70

71 Except as provided in Section 28-212 and Section 28-213, no building or structure,
72 or part thereof, shall be erected, altered, occupied or used, or land or water area occupied
73 or used, in whole or in part, in the M-1 Industrial District for other than one (1) or more of
the following permitted uses:

74

(a) Manufacture and distribution of:

75

Aerospace composites;

76

Apparel related products;

77

Assembled paper products;

78

Aviation technology;

79

Ceramics;

80

Computer components;

81

Cosmetics;

82

Electronic and electrical equipment, systems, components,
83 instruments, and peripherals;

84

Finished wood products;

85

Food packaging and distribution;

86

Footwear;

87

Furniture and fixtures;

88

Image recognition devices;

89

Jewelry;

90

Leather products;

91

Machinery;

92

Manufacturing technology;

93

Medical equipment and supplies;

94

Musical instruments;

95

Optics;

96

Pharmaceuticals and medicines;

- 97 Robotics; and,
- 98 Transportation parts and equipment.
- 99 (b) Development or distribution of artificial intelligence or computer
- 100 and telecommunications software.
- 101 (c) Medical and biomedical educational or scientific research, testing,
- 102 or development facilities (not schools) or laboratories.
- 103 (d) Warehouse and storage buildings associated with manufacturing,
- 104 assembly and distribution of goods and equipment, including self-
- 105 storage facilities; provided however, that in addition to all other
- 106 requirements of the Town, adequate areas are available for the
- 107 storage of trucks used in the operation so that they are not parked in
- 108 streets, driveways, automobile parking spaces or landscaped areas.
- 109 (e) Storage in bulk within warehouse and storage buildings of: brick,
- 110 building materials, cement, clay products, concrete products,
- 111 contractors' equipment, cotton, grain, gravel, hay, lead, plaster, pipe,
- 112 lumber, machinery, roofing materials, rope, sand, stone, terra cotta,
- 113 timber, wood or wool.
- 114 (f) The following service and trade establishments:
- 115 Bakery;
- 116 Boat repair;
- 117 Bookbinding;
- 118 Cheese making;
- 119 Cleaning and dyeing establishments;
- 120 Communication - information/data processing;
- 121 Cutting or blending of liquor;
- 122 Diaper service;
- 123 Drapery and blind fabrication and service;
- 124 Egg storage, handling or processing;
- 125 Electroplating;
- 126 Exterminating;

- 127 Food catering;
- 128 Glass and mirror shop;
- 129 Janitorial;
- 130 Laundry;
- 131 Linen supply;
- 132 Machinery repair;
- 133 Magazine wholesale agency;
- 134 Manufacture of powder blends, potting compounds and plastisols;
- 135 TV / Motion picture studio / recording studio;
- 136 Pattern making;
- 137 Plumbing or electrical shop;
- 138 Printing, publishing, lithography and engraving; and,
- 139 Buildings for telecommunications and utility operations (except
- 140 communications towers which are regulated elsewhere under this
- 141 Code).
- 142 (g) Employee-based offices that do not serve the general public
- 143 including but not limited to the following use categories (subject to
- 144 applicable restrictions on and limitations as may be provided in the
- 145 Town's Comprehensive Plan):
- 146 Medical billing and processing;
- 147 Data processing;
- 148 Computer software development and technical support;
- 149 Mail order (no walk-up retail sales);
- 150 Burglar alarm monitoring services;
- 151 Pest control services;
- 152 Land surveying operations; and,
- 153 Property management or landscape maintenance services.
- 154 (h) Exercise and gym and sport training facilities that are noise
- 155 controlled.

- 156 (i) The following repair and shop uses:
157 Awning and canvas;
158 Carpenter and cabinet;
159 Contractor shop;
160 Electronic equipment repair;
161 Furniture repair;
162 Home appliance repair;
163 Lawn mower and motorcycle repair;
164 Locksmith;
165 Sharpening and grinding;
166 Upholstering shop; and,
167 Automotive, truck, motorcycle or boat engine repair, maintenance or
168 testing (no body work, frame repairs, or painting unless approved
169 pursuant to Sec. 28-212 of this Code).
170 (j) Blacksmith and welding.
171 (k) Carpet and rug cleaning.
172 (l) Wholesale meat, poultry, and fish distribution.”

173 Section 3: That Section 28-212 Code of Ordinances, Town of Pembroke Park,
174 Florida, is hereby amended to read as follows:

175 **“Sec. 28-212. Uses requiring approval by Special Exception.**

176
177 (a) Except as provided in subsection (c**b**), the following uses may be
178 allowed on property located within the M-1 Industrial District, provided such uses (and
179 every subsequent change, alteration or expansion or relocation thereof) are approved by
180 Special Permit as provided in Subsection (b) below or by Special Exception in accordance
181 with the provisions contained in Division 6 of this Chapter:

- 182 (1) Manufacture and/or storage of cement, lime, plaster, asphalt, brick,
183 tile, concrete or products thereof;
184 (2) Packing plants, or canning plants;
185 (3) Petroleum storage or transfer;

- 186 (4) Fabrication of Metal Products, excluding fFoundry and, drop
187 forging, but including stamping, dieing, shearing or punching;
188 (5) Paint or varnish manufacture;
189 (6) Open air storage in bulk of brick, building materials, butane,
190 cement, clay products, concrete products, contractors' equipment, cotton,
191 fuel, gasoline, grain, gravel, hay, lead, lime, plaster, pipe, lumber,
192 machinery, propane, roofing materials, rope, sand, stone, terra cotta, timber,
193 wood or wool;
194 (7) Use of automatic screw machines;
195 (8) Motor freight terminals;
196 (9) Manufacturing of chemicals which are not prohibited under the
197 provisions of Section 28-219;
198 (10) Automobile, boat, motorcycle or truck body work, frame repairs or
199 painting;
200 (11) Taxidermy;
201 (12) Any manufacturing or chemical process that regularly involves the
202 use or storage of any one chemicals in quantities greater than fifty (50)
203 gallons per day;
204 (13) Recovered Materials Processing Facilities which meet the conditions
205 of Fla. Stat. §403.7045 (1)(e) (~~2020~~2014), as amended (and which therefore
206 are not solid waste management facilities), and which do not accept or
207 process household waste or putrescible waste; and
208 (14) Uses and activities clearly accessory to a use allowed by Special
209 Exception.
210 (b) The Town Commission may approve, or conditionally approve, by
211 granting a Special Permit, any use (or ~~a change, the~~ alteration, ~~or~~ expansion, or relocation
212 thereof) which is listed in this Section, provided such use and the ~~change,~~ alteration or
213 expansion or relocation thereof: takes place in a fully enclosed building, involves no more
214 than ~~two thousand five hundred square feet (2,500 SF) five thousand square feet (5,000~~
215 ~~SF)~~ of floor area, ~~does not materially increase vehicle trips generated for the site or~~
216 ~~materially increase off-street parking requirements for the site, does not involve a material~~

~~intensification to the activity taking place on the site,~~ and is not reasonably likely to generate any ~~discernible-and~~ material and detrimental increase in adverse secondary effects in terms of noise, vibration, objectionable odors, air or water pollution, light, traffic, traffic congestion, adverse impacts to public safety, or like adverse effects. The process and procedure applicable to Special Permits in the M-1 Industrial District is set forth in Sec. 28-214 of this Code, and this process and procedure is intended to be more expeditious than the process and procedure for granting Special Exceptions. Should the Town Commission determine not to grant a Special Permit under this subsection (b), or should the application does not meet the qualifying requirements of this Subsection (b), a Special Exception shall be required in order to allow such use, or the alteration, expansion, or re-location thereof.

(c) Whenever the Town enacts an amendment to this Section which makes or classifies certain previously permitted uses as being allowable in the M-1 Zoning District by Special Exception, then such uses may continue without obtaining a Special Permit or a Special Exception; however, they may not change their primary operation, alter, or expand without obtaining such approval."

Section 4: That Section 28-213 Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

"Sec. 28-213. Lawfully established nonconforming uses.

This Section creates special zoning regulations applicable to the M-1 Industrial District that supersede any other zoning regulations that determine the extent (e.g. in terms of size and intensity) to which non-conforming uses in the M-1 Industrial District may continue. Whenever the Town enacts an amendment to the M-1 Industrial District which classifies a use which was a permitted use or an allowable use by Special Exception immediately prior to the amendment as a prohibited use, then such use shall be considered a non conforming use, and such use may not change its primary operation, or alter or expand, unless such change, alteration, or expansion is authorized by an express provision of this District or approval authorized in this District. Nothing in this section shall prevent the Town from

248 establishing or amending any occupation, business, industry, or activity regulatory
249 ordinances which may impact how certain uses which are also from a zoning standpoint
250 non-conforming uses in this District may continue to operate, or prevent the Town from
251 adopting additional non-conforming use zoning regulations.

252
253 (a) Uses that were established and operating in accordance with the regulations
254 of this District, regardless of whether such uses took place in buildings or on land, and
255 which become listed as prohibited uses under the regulations of this District, may continue
256 to operate as nonconforming uses, ~~but only to the extent determined in subsections as~~
257 ~~provided in paragraphs (1b), (2e), or (3d) below, as applicable. This Section creates~~
258 ~~special regulations applicable to the M-1 Industrial District that supersede any other~~
259 ~~ordained provisions that determine the extent to which uses made non-conforming by~~
260 ~~reason of becoming prohibited uses may continue to operate.~~

261 (1b) Uses that were operating in this District on or before
262 February 11, 2015 and which ~~became~~ ~~become~~ on ~~or before~~ February 11, 2015 listed
263 as prohibited uses, shall be able to continue to operate under subsection (a) of this
264 Section ~~as non-conforming uses in the same manner they operated as of the date~~
265 ~~such uses became non-conforming only to the extent of such uses' actual~~
266 ~~operations as of February 11, 2015~~ (as distinguished from operations in excess of
267 actual operations as of such date which may be allowed by ~~federal, state, district or~~
268 ~~county other~~ law, regulations, or approvals). These uses shall not ~~change, alter, or~~
269 expand beyond the limit stated above.

270
271 (e) (2) Any use that is listed in Section 28-212 of this Code as a use
272 allowable by Special Exception or Special Permit ~~immediately prior to becoming,~~
273 ~~and which becomes~~ listed as a prohibited use under the regulations of this District
274 sometime after February 12, 2015 shall be able to continue to operate under
275 subsection (a) of this Section ~~as a non-conforming use only~~ to the extent of the
276 greater of (i) such use's last Special Permit or Special Exception issued by the
277 Town Commission after February 12, 2015 and before the effective date of the
278 Town Ordinance defining such use as a prohibited use, or (ii) ~~in the same manner~~

~~in which the use operated extent of such use's actual operations~~ as of the effective date of the Town Ordinance defining such use as a prohibited use (as distinguished from operations in excess of actual operations as of such date which may be otherwise be allowed by ~~federal, state, district or county~~ other law, regulations, or approvals). ~~These uses shall not expand beyond the limit stated above. These uses shall not change, alter, or expand beyond the limit stated above.~~

(3) Any use that is listed in Section 28-211.5 of this Code as a permitted use ~~immediately prior to being, and which becomes~~ listed as a prohibited use under the regulations of this District sometime after February 12, 2015, shall be able to continue to operate under subsection (a) ~~as a non-conforming use; however, to the extent of such use's actual operations as of the effective date of the Town Ordinance defining such use as a prohibited use.~~ ~~These these~~ uses may be extended throughout any building in which they may be located, provided no structural alterations (except those required by law or ordinance, or ordered by an authorized officer to assure the safety of the building), are made therein. ~~These uses shall not further change, alter, or expand beyond the limit stated above.~~

Section 5: That Section 28-214 Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

"Sec. 28-214. Applications for special permits.

(a) An application for a Special Permit for any use or ~~change,~~ alteration or expansion or relocation thereof which is allowed pursuant to the provisions of Sec. 28-212 (b) of this Code shall contain the following information: name and address of the applicant; legal description of the property upon which the activity is sought to be specially permitted; plans detailing the exterior and interior improvements and alterations intended in connection with the proposed activity, ~~and when the application involves more than two thousand five hundred square feet (2,500 SF) of floor space~~ (i) a report of a traffic engineer as to the daily number of trips generated by the proposed activity and off-street parking

requirements needed for the proposed activity, and (ii) an impact analysis report by a Professional Engineer detailing any adverse effects of noise, light, odors, traffic, objectionable odor, air or water pollution, vibration, impacts to public safety, or other similar potential adverse effects associated with the application. ~~___; and such other information as~~ The Town Planner may reasonably deviate from the requirements of the prior sentence, and may require additional or different submissions which relates to the criteria set forth herein and in Subsection Sec. 28-212 (b) of this Code (such as, for example, a flow sheet or process description indicating the process utilized and the method of such utilization, the compounds and chemicals utilized in such process, etc.).

(b) ~~In addition to the foregoing, the~~ The applicant shall make application on forms provided by the Town and shall pay such application fee and pay all costs and expenses of the Town as may be applicable to such matters from time to time. deposit with the Clerk Commissioner the sum of Two Thousand Five Hundred Dollars (\$2,500.00), Five Hundred Dollars (\$500.00) of which shall be a nonrefundable processing fee in connection with the application. The balance of Two Thousand Dollars (\$2,000.00) is a cost recovery deposit for the anticipated expenses incurred by Town in processing the application. Whenever the cost recovery deposit balance is twenty percent (20%) or less of the initial deposit, a supplemental deposit in the amount of One Thousand Dollars (\$1,000.00) will be required before any further review or processing of the application continues. The applicant will be notified when a supplemental deposit is required, and several supplemental deposits may be required depending upon the complexity of the application. For the purpose of this Section, the nonadministrative cost shall be defined as follows:

- ~~_____ (1) Town Planner's fee;~~
- ~~_____ (2) Town Engineer's fee;~~
- ~~_____ (3) Postage and other mailing expenses;~~
- ~~_____ (4) Photocopy expenses;~~
- ~~_____ (5) Newspaper advertising expenses; and,~~
- ~~_____ (6) Legal fees.~~

~~The portion of the deposits not required for the payment of nonadministrative cost shall be refunded to the applicant when the application processing is completed.~~

341 (c) The Town Commission shall hold a quasi-judicial public hearing on
342 the application and shall give notice of such hearing by (i) publication on the Town's
343 Website in a newspaper of general circulation in the Town one (1) time, which notice shall
344 be published at least ten (10) days before the date of the hearing, and (ii) shall further give
345 written notice in United States Mail to all owners of property as disclosed by the most
346 recent ad valorem tax roll within three hundred (300) feet of the proposed use which is
347 mailed at least ten (10) days before the date of the hearing.”

348 Section 6: That Section 28-215 Code of Ordinances, Town of Pembroke Park,
349 Florida, is hereby amended to read as follows:

350 **“Sec. 28-215. Restricted area of use.**

351 (a) Any and all uses shall be performed in areas approved for said use, as provided
352 by the Code of Ordinances of the Town of Pembroke Park, Florida. ~~No~~
353 ~~activity~~No disassembly, assembly, repair, fabrication, processing, work, or
354 storage of products, raw materials, or inventory, shall be allowed in any
355 designated parking area, roadway, driveway, pedestrian walkway or emergency
356 vehicle access way. Except as may be otherwise prohibited by this Code, the
357 storage of goods and products and inventory and equipment outdoors in areas
358 other than a driveway, pedestrian walkway, emergency vehicle access way, or
359 required off-street parking area may be approved by the Town Commission;
360 provided, the Commission determines that such area appropriately is fully,
361 visually screened from view from the ground from adjacent property (in light of
362 the site characteristics and utilization), and provided, the Town Commission
363 determines the material or equipment as so located and utilized~~stored and the~~
364 ~~manner of storage~~ does not create any adverse effects of noise, light, odors,
365 traffic, objectionable odor, air or water pollution, vibration, impacts to public
366 safety, or other similar potential adverse effects, or incompatibilities in terms of
367 aesthetics with surrounding property.

368 (b) Off-street parking spaces shall be used for temporary parking of operable
369 vehicles, and not for storage of operable vehicles (i.e. fleet vehicle parking)
370 unless such storage areas have been approved by the Town Commission. Off-

371 street parking spaces shall not be used for temporary parking or storage of in-
372 operable vehicles or vehicles that do not have a current tag and registration.
373 (c) No automobile, truck, motorcycle or boat body work, repairs or painting shall
374 take place or be allowed outside of a building. No automobile, truck,
375 motorcycle or boat parts, tires, petroleum products, paints or other hazardous
376 materials shall be stored outside of a building. All motor vehicle cleaning or
377 detailing uses shall comply with the provisions listed in 28-187.1(c)(3) to
378 collect, store and dispose of polluted water, solvents or other cleaning
379 products.”

380

381 Section 78: That Section 28-217 Code of Ordinances, Town of Pembroke Park,
382 Florida, is hereby amended to read as follows:

383 **“Sec. 28-217. Separation Standards.**

384

385 (a) The following uses in the M-1 Industrial District are prohibited to be
386 located within one hundred (100) feet of any residentially zoned district in the Town:
387 automotive, truck, motorcycle or boat engine repair, maintenance or testing. For the
388 purpose of this section this shall include any building used for such purpose.

389 (b) A Recovered Materials Processing Facility in the M-1 Industrial
390 District shall be ~~are~~ prohibited from being located within five hundred (500) feet of any
391 residentially zoned district in the Town. This provision shall not be construed to
392 discourage or prohibit individuals and business entities that are participating in recycling
393 programs as part of their normal business operation, provided that the primary use of such
394 individuals or business entities is not a Recovered Materials Processing Facility. For the
395 purpose of this section this shall include any building, any outdoor area used for such
396 purpose. Prior to February 11, 2015, the separation standard set forth in this subsection
397 was three hundred (300) feet. As to any Recovered Materials Processing Facility that was
398 established and operating in accordance with the regulations of this District prior to
399 February 11, 2015, such Facility shall remain subject to the former three hundred (300)
400 foot standard and shall not be considered non-conforming for not meeting the current,
401 increased separation requirements of the first sentence of this subsection; however, should

such Facility relocate from its current location ~~or expand~~, such relocation ~~or expansion~~ must comply with the increased separation standard set forth in the first sentence of this subsection.

(c) The following activities in the M-1 Industrial District are prohibited from being located within one hundred fifty (150) feet of any residentially zoned district in the Town: automobile, boat, motorcycle or truck body work, frame repairs or painting.

(d) ~~Any use listed in this Section which is operating as a nonconforming use because it violates the separation requirements of this Section may not expand.~~ Any use listed in this Section which violates the separation requirements of this section may continue in nonconforming status, but may not relocate from its current location unless it is relocated so as to comply with the applicable separation standard herein. If any use in nonconforming status under this Section is discontinued for a period of ninety (90) days or more, it shall lose such status, and shall thereafter be illegal in such location: provided however, that such use -

~~(e)~~ Use will not be considered discontinued if the discontinuance is a result of natural or manmade disasters or calamity such as a wide spread epidemic, war, terrorism, or hurricane.”

Section 9: That Section 28-218 Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 28-218. Special Hours of business operation.

All uses in the M-1 Industrial District located within two hundred fifty (250) feet of any residentially zoned district may only operate during the following hours:

(a) Monday through Saturday: 7:00 a.m. to 7:00 p.m.; Sunday 9:00 a.m. to 4:00 p.m.

(b) Clerical, bookkeeping and related administrative activities are not subject to the hours of operation set forth in the preceding paragraph, and may be conducted at any time.”

Section 10: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 28-219 which section reads as follows:

433 **“Sec. 28-219. Prohibited uses.**

434 The following uses shall be prohibited in the M-1 Industrial District:

- 435 (a) Manufacturing of cleaning, solvent, exterminating, or disinfecting
436 chemicals, or other hazardous substances as defined by the National Fire Protection
437 Association;
- 438 (b) Manufacture or storage of explosives;
- 439 (c) Petroleum products refining;
- 440 (d) Stock or slaughter yards;
- 441 (e) Rendering plant or glue works;
- 442 (f) Pulp mills, saw mills, or paper mills;
- 443 (g) Oil compounding, manufacturing, or barreling;
- 444 (h) Open air storage in bulk of asphalt, coal, grease, liquor, tar, tarred or
445 creosoted products, or wine. This prohibition does not apply to storage of these materials
446 in warehouses;
- 447 (i) Insecticide manufacturing;
- 448 (j) Storage, sale, salvage, transfer, or disposal of junk, scrap, ~~garbage or~~
449 used parts where such items are not recyclable material or recovered materials as defined
450 by Section 403.703, Florida Statutes;
- 451 (k) Except where otherwise listed in Section 28-211.5 or 28-212, the
452 use of any material not environmentally neutral and which can cause noxious odors when
453 emitted to the air;
- 454 (l) Manufacture or storage of explosives;
- 455 (m) Retail stores, sales or service unless specifically listed as a permitted
456 use;
- 457 (n) Amusement enterprises;
- 458 (o) Sale or leasing of automobiles, trucks, boats, or recreational
459 vehicles;
- 460 (p) Bars, cocktail lounges, or night clubs;
- 461 (q) Grocery store and meat markets;
- 462 (r) Fertilizer manufacturing (excluding mixing and packaging, and sale
463 of in-bag inorganic fertilizer);

- 464 (s) Foundries;
465 (t) Rock and sand crushing plants;
466 (u) Tannery and slaughterhouse;
467 (v) Airport;
468 (w) Adult day care;
469 (x) Bus storage or repair facilities;
470 (y) Hospitals, sanitariums, orphanages and similar institutions for the
471 care or treatment of persons;
472 (z) Hotels, motels, apartment hotels, rooming, boarding or lodging
473 houses, except if granted commercial flex and approved by the Town Commission;
474 (aa) Institution for the housing of sick, indigent, aged or minor persons.
475 (bb) Residential uses including mobile homes and recreational vehicles,
476 except for one accessory manager's / security quarters per complex not exceeding 400
477 square feet;
478 (cc) Pharmacies, drug treatment centers, pain centers or clinics;
479 (dd) Cultivation, growing, processing or distribution of medical or
480 prescription drugs or substances;
481 (ee) Assembly uses for persons, including but not limited to convention
482 and meeting centers, auditoriums, and convention centers;
483 (ff) Penal or correctional institutions, jails, detention centers, temporary
484 or transitional housing or shelters, or treatment centers or facilities for disorders,
485 addictions, or other health or social problems;
486 (gg) Solid waste management facilities as defined by State law; and
487 (hh) The following types of solid waste related uses and operations are
488 prohibited anywhere within this District: landfills, incinerators, pulverizers, compactors,
489 composters or composting, solid waste disposal facilities, hazardous waste facilities,
490 hazardous waste management facilities, and transfer stations."
491 Section 11: That if any section, paragraph, sentence or word of this Ordinance or
492 the application thereof to any person or circumstance is held invalid, that the invalidity
493 shall not affect the other sections, paragraphs, sentences, words or application of this
494 Ordinance.

495 Section 12: That it is the intention of the Town Commission of the Town of
496 Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall
497 become and be made a part of the Town of Pembroke Park's Code of Ordinances, that
498 sections of this Ordinance may be re-numbered or re-lettered to accomplish such
499 intentions, and that the word "Ordinance" shall be changed to "Section" or other
500 appropriate word.

501 Section 13: In the event of any conflict between the provisions of this Ordinance
502 and the provisions any other Ordinance or Code provision of the Town, the provision that
503 best advances public safety and health to the greatest degree shall apply and control.

504 Section 14: That this Ordinance shall be in full force and take effect immediately
505 upon its passage and adoption on Second Reading by the Town Commission.

506 PASSED and ADOPTED on First Reading this __ day of ____, 2021.

507 PASSED and ADOPTED on Second Reading this __ day of ____, 2021.

508

509

510

511

512 ATTEST:

513

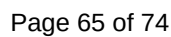
514

515 Clerk - Commissioner

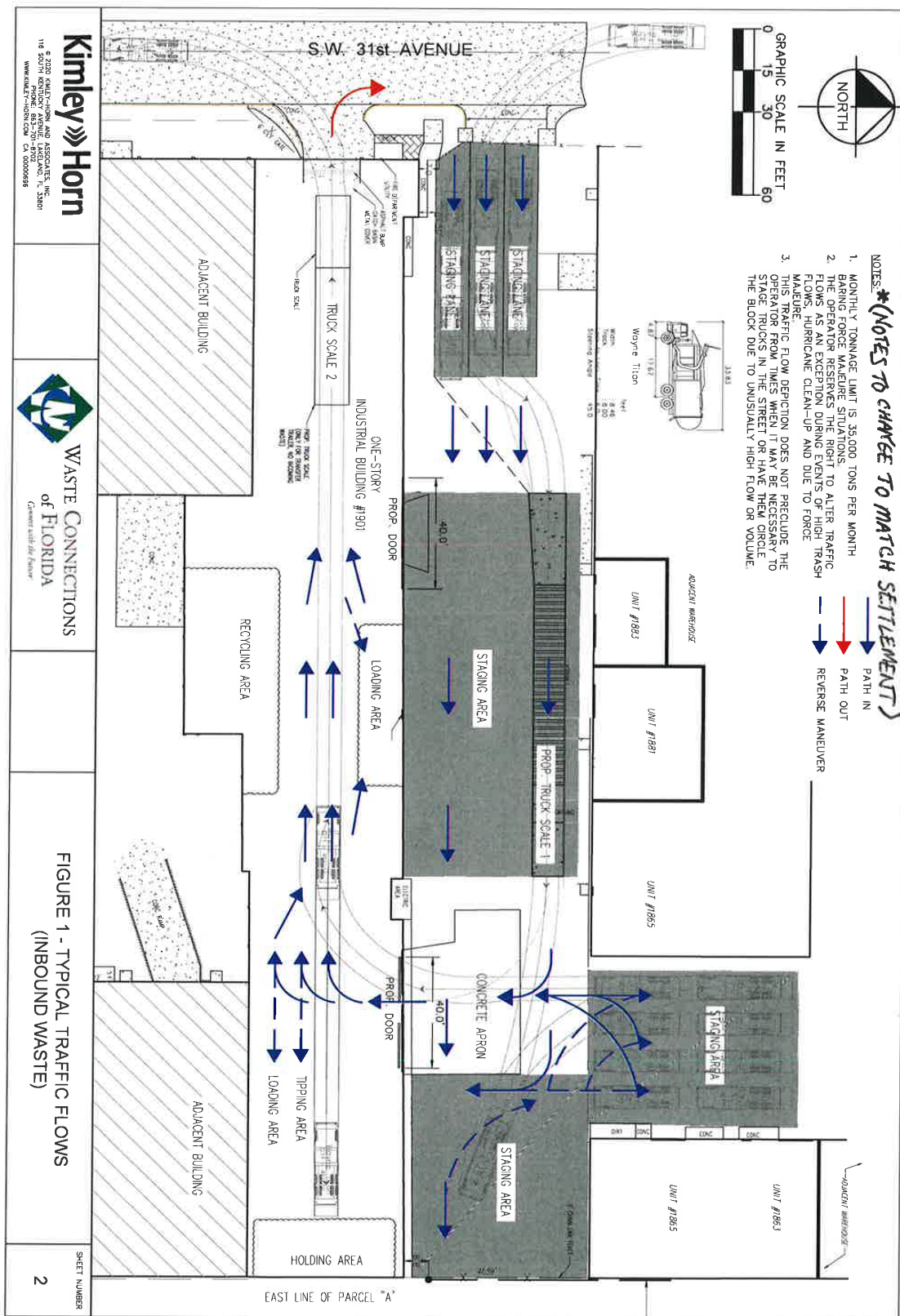
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Mayor - Commissioner

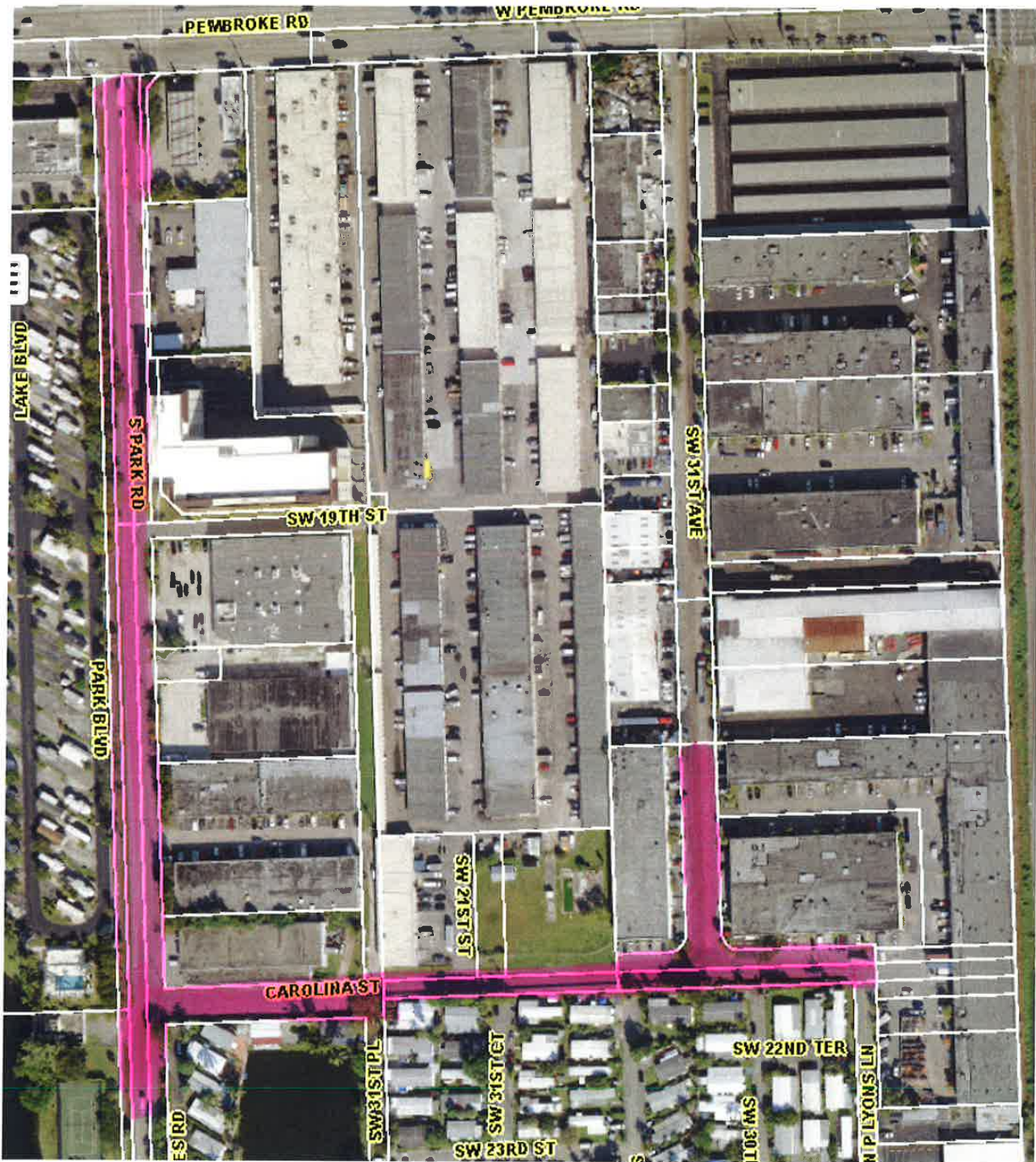


DRAFT



RESERVED

EXHIBIT "D"



= PROHIBITED TRUCK ROUTE

EXHIBIT "E"



Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
One North University Drive, Mailbox 201, Plantation, Florida 33324
954-519-1483

WASTE PROCESSING FACILITY MONTHLY REPORT

Month: _____ Year: _____

Facility Name: _____

Facility Address: _____

Instructions: This report is a requirement of your solid waste management license/permit. Please fill in the information for those waste types that your facility receives, recycles and disposes of in the units (tons or cy) that your facility uses. Please submit to the Cleanup and Waste Regulation Section of the EEPD no later than the 15th day of each succeeding month via e-mail at WasteManagementSection@broward.org.

Inbound/Incoming Waste Materials

Received:	Tons or	CY
Class I/MSW/Food Waste		
Class III/ Bulky		
Commercial Waste		
Construction and Demolition/CD		
Yard Trash/Vegetative Debris		
Recovered Materials		
Clean Debris		
Other:		
Total Waste Received:		

	Tons or	CY
Waste on the floor at the end of the month		

Outbound Recycled Materials

Recycled:	Tons or	CY	Final Destination Info (Name/Address)
Aluminum			
Asphalt/Roofing			
Cardboard/OCC			
Carpet			
Clean Fill/Concrete			
Glass			
Metals Ferrous			
Metals Non-Ferrous			
Paper			
Plastic			
Trees/Branches			
Wood/Lumber			
Other:			
**RSM			
Total Recyclables:			

**Please fill out the RSM monthly report if your site is generating this material.

Outbound Waste Materials

Removed:	Tons or	CY	Facility Name	Address	FDEP Permit No	Class Type
Non-recyclable SW/Residuals						
Fine Screened Material						
Compost						
Tires						
Other:						
Total Disposed of:						

Page 69 of 74

Report Prepared by: _____

Title: _____

Date: _____

EXHIBIT "F"

Rev 10/2017

V:\Waste Regulation\SWFacilities\

MEMORANDUM

To: Town Commission Pembroke Park

From: Melissa P. Anderson, Esq., Town Attorney
Donald J. Lunny, Jr., Esq., Town Special Zoning-Solid Waste Counsel 

Copies: Jeffrey Hochman, Esq., Town Litigation Counsel
Hiedi Seigel, Town Planner
Miguel Nuñez, MPA, CBO, CFM, Town Building Official

Date: 11/19/2021

Re: Proposed Settlement of Town of Pembroke Park/Progressive Waste Litigation

Executive Summary

Please find attached a Resolution approving a draft of a proposed Settlement Agreement for consideration by the Town Commission as may be necessary or requested by the Commission, and authorizing the Town Attorney to make minor revisions to the Agreement and Exhibits before execution. Once finalized and signed and all conditions precedent are met, the Settlement which would resolve the Town's pending litigation with Progressive Waste Solutions of Florida, Inc. n/k/a Waste Connections of Florida, Inc. ("Progressive").

Discussion

In summary and as the Town Commission may recall, Progressive filed a lawsuit against the Town with the object of seeking a ruling that certain Town Ordinances adopted in 2015 did not apply to Progressive's Solid Waste Management Facility (hereinafter referred to as "Progressive's Facility" or the "Facility"). In response, the Town asserted various defenses and additionally sought a Court ruling that the Town's Ordinances applied to the Facility. The Settlement Agreement contains no provisions where either party "admits" that any of the various positions taken by the other party in the litigation has merit. In settling the case, great effort was made to focus more on "practical issues" rather than on "legal issues". This Memorandum will attempt to identify "key points" in the proposed Settlement Agreement.

Part I - Conditions Precedent

The Settlement has several conditions precedent which need to be met before performance of the Settlement begins. If any of the conditions precedent are not met, the Settlement Agreement "falls away" and the Parties may resume the litigation.

Memorandum to Town Commission
Date: 11-19-2021
Re: Settlement of Progressive Litigation

1. Town Conditions Precedent. One condition precedent of the Settlement is for the Town Commission to enact certain ordinances and approve a proposed Site Plan. It will be necessary for the Town Commission to undergo proper procedures for the foregoing, including holding publicly advertised hearings. The Settlement Agreement contains provisions which make clear that the Town Commission is not contracting away or abrogating its sovereign authority. If, after such public hearings as may be required to enact the Ordinances and approve the Site Plan, the Town Commission determines not to approve any of the foregoing, the Settlement Agreement falls away and the Parties may resume the litigation.

A. A summary of the two ordinances which are proposed to be processed for Town Commission consideration as conditions precedent to the Settlement (and drafts of which are attached to the Agreement) are as follows:

(1) An amendment to the Town's M-I Zoning District Regulations which is necessary to modify the concept of prohibited expansions of non-confirming uses by not listing as an example a use's increase in vehicle trips generated. Since the Settlement contemplates an expansion and limitation on the tons of material processed by Progressive's facility, it is expected that trips generated by the Facility will increase.

(2) The repeal of the Town's Ordinance regulating Materials Recovery Facilities (the "MRF Regulatory Provision"). While this Ordinance is proposed for repeal, several of the topics regulated in the Ordinance have been adopted and transferred to the Settlement Agreement, and now are contained therein. One primary issue in the case is that the Town's Ordinance No. 15-04-01 had the effect of limiting the monthly tons of material processed by Progressive's Facility to 22,500 tons per month; whereas Progressive held a County license which conditionally approved the processing of 36,000 tons per month. The Settlement allows the Facility to process a maximum of the following tons per month¹:

October 1, 2001 – 12/31/2022	- 26,500 tons/ month
2022	- 28,000 tons/month
2023	- 30,000 tons/month
2024 and beyond	- 33,000 tons/month

The above tonnage limitations remain less than the currently authorized County license amount. One of the Settlement Agreement's conditions precedent is the Town's review and approval of a traffic analysis which will be submitted by Progressive to support its position that when the Facility operates at the above tonnage amounts, collection and disposal truck traffic is not expected to unreasonably "queue" at the Facility's entrance or on SW 31st Avenue at the intersection of Pembroke Road. The Settlement does allow for a suspension of tonnage limits in the event a State of Emergency is declared by Broward County or Pembroke Park.

¹ The Settlement expresses these "benchmarks" in a quarterly fashion.

Memorandum to Town Commission
Date: 11-19-2021
Re: Settlement of Progressive Litigation

B. The Town Commission will also need to approve a Site Plan before performance of the Settlement can begin. A draft of the Site Plan is attached as an Exhibit to the Agreement. The Site Plan sets forth the current extent of Progressive's leased and occupied space, and Progressive has agreed that its use will not expand beyond the space shown on the Site Plan. The weighing scale is proposed to be outdoors, and much of the paved space previously used as a driveway and for parking spaces will be devoted to truck staging and circulation with the hope that increasing the Facility's ability to stage trucks will reduce the number of trucks otherwise staging on SW 31st Avenue.

2. Progressive's Significant Condition Precedent. Another significant issue in the case was formulating a cost sharing arrangement if the Town's underground 30-year-old storm water pipe becomes damaged by any reason after the Site Plan is approved and heavy trucks become concentrated in the area over the pipe. Staff advises that when the pipe was originally installed it had a 50-year useful life, 20 years of useful life are estimated to remain. The Settlement is contingent on a pipe inspection being completed by Progressive which does not disclose any reason why the estimated 20 years remaining useful life estimate should be decreased. The Parties have agreed that in the event any portion of the pipe fails for any reason (or for no reason) Progressive will pay 30% of the Town's reasonable costs of temporary service and repair/replacement. Given the current professional cost estimate, the Agreement requires as another condition precedent that Progressive post a surety bond or an Irrevocable Standby Letter of Credit with the Town to financially assure these costs. The initial amount of the Bond/Letter shall be \$390,000. The Agreement provides that the amount of the Bond/Letter of Credit be re-evaluated and adjusted every five (5) years upon the Town obtaining a new professional cost estimate.

3. Court Approval. Unless waived, another condition precedent to the Agreement being performed is Court approval. Since it is proposed that the Court reserve its jurisdiction to enforce the Settlement, the Parties both thought it would be appropriate to have the Court review and approve the Agreement before performance begins. If the Court identifies any concerns with any part of the Agreement's provisions vis a vis enforceability, the Parties can then determine whether and how to address that concern.

Part II Other Significant Provisions

1. A primary issue in the case concerned the nature of the Facility. The Settlement clearly indicates that the Facility became a non-conforming use for zoning purposes in 2010, and remains a non-conforming Materials Recovery Facility today. This is consistent with how the Facility was classified when the challenged 2015 ordinances were adopted.

2. The Town's sovereign powers are preserved. The Settlement contains provisions to the effect that the Agreement will not prevent the Town from enacting any future ordinances which might affect the Facility, and further, will not affect the Town's ability to enforce any existing or future rule, regulation, ordinance, or charter provision.

Memorandum to Town Commission
Date: 11-19-2021
Re: Settlement of Progressive Litigation

3. Another significant issue in the case was the extent of recycling that needs to occur at the Facility. One of the Ordinances that are proposed for repeal required that a Materials Recovery Facility extract at least 5% of its incoming material as “recyclables material” in order to not be classified as a “Trash Transfer Station”. Since 2015 neither the Florida Legislature nor the Florida Department of Environmental Regulation have chosen to further distinguish between these two types of solid waste management facilities by creating a minimum recycling requirement for a Materials Recovery Facility or for further defining the allowable “incidental amount” of recyclables extraction that can take place in a Trash Transfer Station. Further, it has been reported in the media that the “market” for recyclables has changed, with some Florida cities suspending their residential recycling programs. The observations warranted a different approach to be taken as to the public policy of promoting recycling.

The Settlement Agreement promotes the Town’s interest in recycling by creating a “recyclable material performance benchmark”. It preserves the Five Percent (5%) standard previously set forth in the Ordinance being repealed. If Progressive fails in any calendar year to meet the benchmark, it will make a payment to be used for the Town’s solid waste management and recyclable programs. For the calendar year 2022, the contingent payment amount would be \$12,000, and the amount increases each year by three percent (3%).

4. As stated above, many of the Town’s operating requirements previously contained in the Materials Recovery Facility Ordinance proposed for repeal have been adapted and included in the Settlement Agreement, such as provisions concerning Facility signage, truck traffic control, materials removal, hours of operation, odor control, prohibited activities, and insurance requirements. Importantly, the Agreement also contains a periodic five (5) year operations review which will cause Staff to review aspects of the Facility’s operations. The Staff’s review of the periodic disclosure will be conducted as a “cost recovery type” review.

5. The Agreement will require Progressive to make a one-time payment to the Town of One Hundred Seventy-Five Thousand Dollars (\$175,000). The Agreement also requires Progressive to make annual payments to the Town commencing October 1, 2022. The amount of the payment will be \$10,000 for October 1, 2022, and this amount will increase by three percent (3%) each year.

6. The Agreement contains liability releases and indemnifications, as well as other legal provisions.

Part III – Building Code Issues

1. Importantly, one of the topics the Agreement does not cover is the principal building’s compliance with the Florida Building Code. Building Code compliance issues can be addressed pursuant to proper practices and procedures with the Building Official, as opposed to being addressed within the framework of a Settlement Agreement.

Memorandum to Town Commission
Date: 11-19-2021
Re: Settlement of Progressive Litigation

Part IV – Conclusion

In conclusion, while the case is ready for Trial if the Town Commission chooses not to approve the proposed Settlement, the risk and expenses of continued litigation may not warrant proceeding to Trial in light of the proposed Settlement, and for this reason, the Settlement is now ready for consideration as an administrative matter.

Many people contributed to the defense of the case and the formulation of the Settlement and its approach. They include the Town Attorney, the Town Planner, the Town Building Official, a Traffic Consultant engaged by the Town, former Town personnel and consultants, Jeff Hochman Esq. (of the Johnson Anselmo Law Firm [which acted as Litigation Counsel in this matter]), and Donald J. Lunny, Jr. Esq. (of the Law Firm of Brinkley Morgan [which has acted as Special Counsel for zoning and solid waste regulatory issues implicated in this matter]). Additionally, the Mediator in the Case, Tony Rodriguez, Esq., was especially helpful in formulating a proposed Settlement as he has considerable Broward County based experience in local government law and litigation.

If any Member of the Town Commission has a question about any aspect of the proposed Agreement (or Exhibits) or the procedures necessary to approve the Agreement (or any of the Exhibits), please feel free to contact the Town Attorney.

[1619] 016934-17002

AGENDA ITEM REPORT



To:

Subject: Waiver Request - Telesphere Solutions

Meeting: 12 15 2021 WORKSHOP COMMISSION MEETING - Dec 15 2021

Department: Finance

Staff Contact: Michelle Grooms, BTR/Billing Administrator

BACKGROUND INFORMATION:

See attachment

FINANCIAL IMPACT:

Decrease in revenue for penalty fee.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Recommend waiving the penalty fee.

ATTACHMENTS:

[Waiver Request - Telesphere Solutions](#)

To: Michelle Grooms
Acc # 125700

November 30, 2021

Business Tax Active Since: 7/2012

Town of Pembroke Park

I hope you had a great holiday,
after we spoke over the phone I didn't
come back to the office.

During this year I came to the office
very few days. and the last months

due to Covid and also other people in the
office we didn't come. Therefore I didn't
see and didn't remember about this payment.

Please if possible I would appreciate if
you could forgive me and keep the amount in \$375.
as things are very tight.

Kindly regards and thanks you for your consideration

Elias BENAIM

EBENAIM@Telesphere Solutions. com

TELESPHERE SOLUTIONS

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park, FL, 33023
Phone (954) 966-4600
Fax (954) 966-5310



SALES RECEIPT

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park FL, 33023
Phone (954) 966-4600 x211
Fax (954) 966-5310

Sold To **TELESPHERE SOLUTIONS INC**

7733 NW 21 DR
PEMBROKE PINES, FL 33024
Phone 0000002627

Transaction #	Payment Method	Amount	Sale Date
24243	Money Order	\$315.00	12/1/2021 9:47:56 AM

Date Applied	Application #	Qty	Item	Total
12/1/2021	AP-78281	210.00	Business Tax - Deferred Billing	\$210.00
12/1/2021	AP-78281	105.00	Certificate Of Use - Deferred Billing	\$105.00
12/1/2021	AP-78281	160.00	Annual Fire Department Inspection	\$160.00
12/1/2021	AP-78281	160.00	Credit Annual Fire Dept. Insp.	-\$160.00
	Total			\$315.00

Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5413
Phone: (954) 966-4600 EXT:214 Fax: (954) 961-4760



ANNUAL BILLING STATEMENT

TELESPHERE SOLUTIONS
 3001 W HALL BCH BLVD, 310
 PEMBROKE PARK FL 33009

ACCOUNT NO.
125700

DATE
12/1/2021

BUSINESS DESCRIPTION
 PHONE (VOIP) SVC- SALES

BUSINESS ADDRESS
3001 W HALL BCH BLVD, 310

DATE	DESCRIPTION	AMOUNT
FY 2022	Penalty Fee / Late Charges	31.50
	- For Oct	
FY 2022	Penalty Fee / Late Charges	15.75
	- For Nov	

ATTENTION!! IMPORTANT NOTICE: Payments recieved by the Town will first be applied to the oldest outstanding balances due, if any, on your accounts payable to the Town and then to current account balances due. All outstanding account balances due to the Town must be paid in full prior to receiving a Business Tax Receipt renewal.

PAY ALL FEES BY SEPT 30th
TO AVOID THE FOLLOWING PENALTIES!! (F.S. 205.053)
 Oct. 1st - 10% Nov. 1st - 15% Dec. 1st - 20% Jan. 1st - 25%
PAST DUE AMOUNT STARTING ON OR AFTER MARCH 1st
an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)

SUB-TOTAL **\$47.25**

PLEASE PAY **\$47.25**

AGENDA ITEM REPORT



To: TM and Commission
Subject: Town of Pembroke Park "Amnesty Program"
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Building
Staff Contact: Miguel Nunez, Building Official

FINANCIAL IMPACT:

TBD

ATTACHMENTS:

[21-012](#)

[TOPP Amnesty Program](#)



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

MEMORANDUM NO.: 21-012

DATE: November 18, 2021
TO: Town Commission
TO: Juan C. Jimenez, Town Manager
FROM: Miguel A. Núñez, Chief Building Official *MN*
RE: **TOWN OF PEMBROKE PARK AMNESTY PROGRAM**

At this time, I would like to present to you the attached "Town of Pembroke Park Amnesty Program". This program will assist the resident/occupied property owner with the building and code violations.

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 Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2021/21-012.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2021/21-012.docx)



Amnesty Program



Town of Pembroke Park Amnesty Program

Program Effective Period

Program is effective between January 01, 2022, and December 31, 2022.

Why program is needed.

An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties. The Amnesty Program provides a window of opportunity for property owners to legalize work performed without permits and gain compliance with current codes. Property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program. During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Who can apply?

Only residing owners (not corporations or rentals) of property for one- and two-family residences, fee simple townhomes, mobile homes or condominium dwelling units qualify for the Amnesty Program.

Conditions

Once applied for the amnesty program, the applicant will have three months to apply for all the required building permit(s).

What is the process?

1. Hire an architect or engineer to prepare permit documents (as per program).
2. Apply for a building permit(s)
3. Communicate with Code Compliance Division about an existing code case (if applicable)
4. Process the permit application through the applicable disciplines.
5. Apply for zoning variances, if needed
6. Obtain the approved permit
7. Enter construction and/or inspection phase.
8. Obtain final inspections to close permit.
9. Settle code case with Code Compliance Division (if applicable)

Benefits

Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees
Code fines are stayed upon permit application.
Bring work into compliance with current building and zoning codes.

Q&A

Q: How long will it take to process my permit application?

A: It depends on the extent of work performed, the complexity of the job and the quality of the permit documents, but our goal is to review your application within 10 business days.

Q: How much will my permit cost?

A: The normal permit fees are based on the overall value of the work performed. The Amnesty Program will save the property owner several fees associated with this process, if you take advantage of the program.

Q: Can I obtain the building permit as an owner-builder?

A: Only if you are the residing owner of a one- or two-family residence, fee simple townhome, mobile home and condominium dwelling units property for your use and occupancy.

Q: How long will I have to process my permit application?

A: Three months from Amnesty Program application to apply the building permit.

Q: How will inspections of the work be performed?

A: If the work performed is concealed, your architect or engineer should have the ability to investigate the work and provide a professional affidavit certifying that the work conforms to the building codes. Work that remains accessible may be inspected by Town inspectors.

Q: What happens if I have an existing code violation case?

A: Apply for a building permit that would resolve the violation and have running fines stayed or have the case process suspended.

Q: What happens with the stayed fines of my code case if I do not obtain a building permit within the amnesty period?

A: Should the property owner have running fines stayed during the amnesty period and no building permit is obtained, the deferred fines will be added to the previous fines and continue to accrue until settled through the standard mitigation process.

Q: What happens if the structure I built encroaches within zoning setbacks?

A: Should setback encroachments be identified during the permit process, the property owner has the choice of modifying the structure or applying for a zoning variance, which will require a separate variance application and fee. If the variance is approved, the permit review process may continue, otherwise the permit work will have to be modified to meet zoning requirements.

Contact information

Additional information can be obtained from the Town's website at www.tppfl.gov or by calling the Department at 954-966-4600.

Town Hall location and Department

The Building Division is located at the Town Hall Complex at 3150 SW 52nd Avenue, Pembroke Park, FL 33023. The Division's permit application hours are Monday through Friday between 7:30 a.m. to 4:00 p.m.

Amnesty Info Letter



TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

December 15, 2021

Town of Pembroke Park Residents

RE: Building Permit Amnesty Program

Dear Resident:

On _____, the Town Commission adopted a resolution providing a window of opportunity for those residential properties that had work performed without permits. The program accepts work not previously permitted and provides a resolution to ongoing Special Magistrate Code Compliance Cases. The Amnesty Program provides several benefits, including the reduction of building permit penalties and fines.

Qualified residents have between January 01, 2022, and December 31, 2022, to apply for this program and three months to apply for a building permit to take advantage of the Amnesty Program benefits.

The Amnesty Program is available to property owners (Residents only, not corporations or rental units) of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units. Upon application for permit the applicant is given three months to secure the required permit.

An informational brochure is available upon request and at the Town's website www.tppfl.gov, which explains the benefits and conditions of the program. Further information is available by calling the Building Department at 954-966-4600.

Best regards,

Miguel Nunez, MPA, CBO, CFM
Building Official

O. 954-966-4600
F. 954-966-5310
E. mnunez@tppfl.gov

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/amnesty/amnesty form letter.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/amnesty/amnesty%20form%20letter.docx)

Amnesty Application



TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

BUILDING CODE AMNESTY PROGRAM APPLICATION

Property Owners Name:	Date of Application:
	Code Case Number:
Property Address:	Folio Number:
Mailing Address of Owner:	
Telephone /Contact Number of Owner:	
Email of the Owner:	
Please submit the following documents to verify property residency (all must show the applicant information) ☐ Copy of Warranty Deed, Quit Claim Deed and or Tax Bill ☐ Driver's License or ID ☐ Utility Bill	
Sworn Statement: Are you or will you be renting/lease or sell the property within one year? ☐ Yes ☐ No	
Attach a copy of Civil Violation Notices and Total Amounts Currently Due:	

Signature of Property Owner

Date

STATE OF FLORIDA

COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____ by:



(NOTARY'S SIGNATURE)

Notary Name _____
(Print, Type or Stamp Notary's Name)

Personally Known ____ or Produced Identification ____

Type of Identification Produced _____

Amnesty Guidelines



TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

AMNESTY PROGRAM GUIDELINES

Exhibit "A"

Effective January 01, 2022 – December 31, 2022

The purpose of the Amnesty Program is to give the residing property owners a window of opportunity to disclose work performed without permits and apply for appropriate permits that would bring the improvements up to code standards. The Amnesty Program is applicable to all types of work performed without permits such as additions, remodeling, repairs, and replacement. In certain cases, the approval of a variance may be necessary to remedy the violation. Such disclosure would benefit from the amnesty provisions listed below.

Amnesty Provisions:

1. Pay reduced permit fees.
2. Stay any/all Code Compliance running fines on existing code cases upon permit application. (The fines will resume if the permit application or issued permit is allowed to expire and there is no further activity to remedy the violation.)
3. Suspend the process of Code Compliance case if one has been initiated.
4. If no Code Compliance case has been initiated, the establishment of one would be postponed.
5. Obtain the necessary variance(s), prior to issuance of building permit.

Conditions:

1. Effective period: one year from resolution adoption to apply for permit, and variance (if necessary).
2. Program only applies to residing owners (not corporations or rental units) to single family, duplex, mobile homes, condominium dwelling units (excluding common areas) and townhomes and accessory structures thereto.
3. Comply with the latest edition of the Florida Building Code. (There are no grandfathering provisions as there is no statute of limitations on work performed without permits, but the original legally existing structure can use the provisions of the Existing Building Code volume when considering the new work.), and the town zoning codes.
4. Provide professional as-built plans and certification for all completed work prepared, signed, and sealed by a State of Florida Registered Architect or Licensed Engineer.

Amnesty Workflow

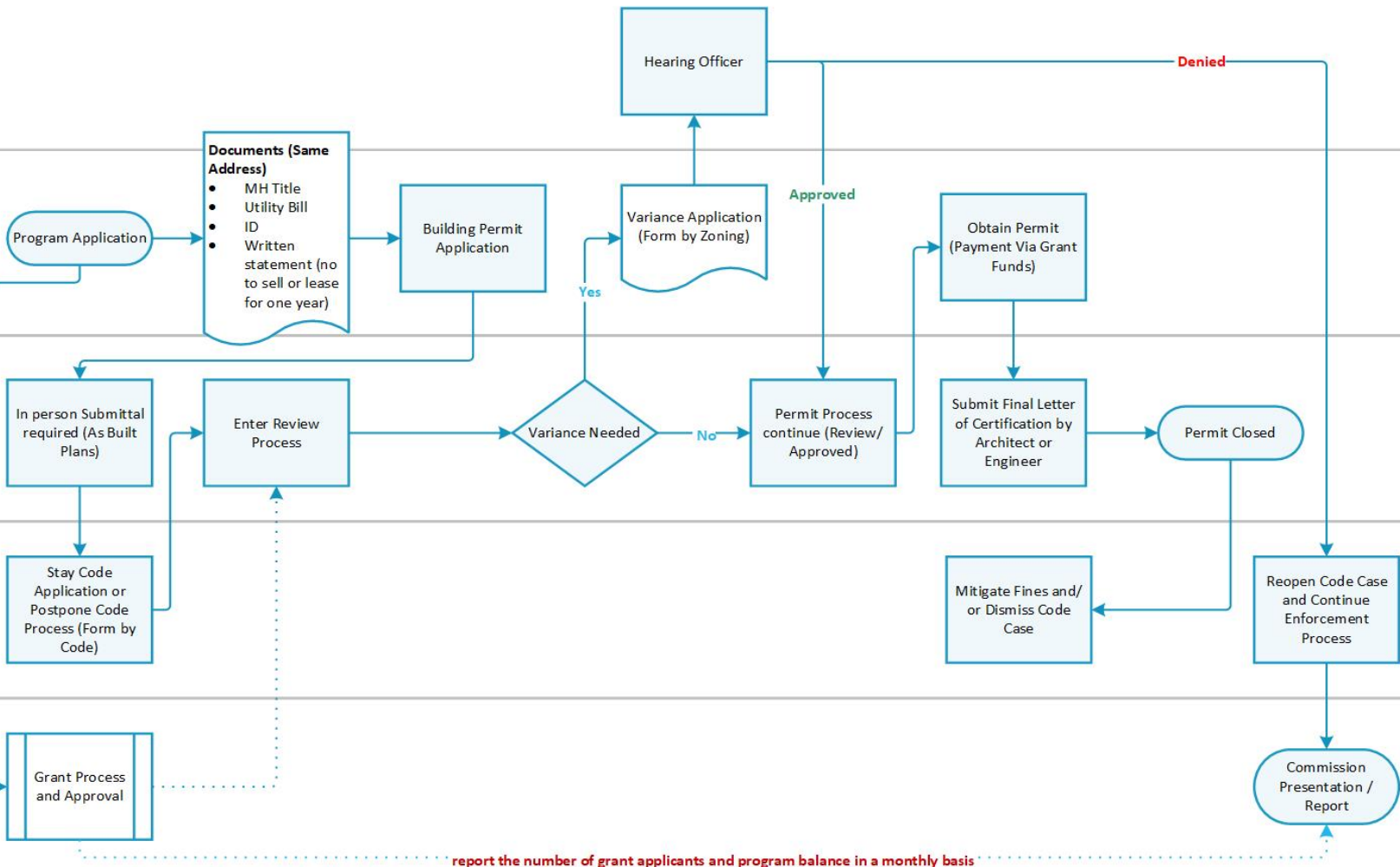
Building / Code Amnesty Program Flowchart

Planning and Zoning
Application

Building

Code Enforcement

Town Grant



Amnesty Brochure

What you need to know!

Who can apply?

Only resident owners of property for one and two family residences, fee simple town-homes, mobile homes or condominium dwelling units qualify for the Amnesty Program.

When can I apply?

Between January 01, 2022 and December 31, 2022

What is the process?

1. Hire an architect or engineer to prepare permit documents
2. Apply for a building permit
3. Communicate with Code Compliance Division about an existing code case
4. Apply for zoning variances, if needed
5. Obtain permit
6. Enter construction and/or inspection phase
7. Obtain final inspection to close permit
8. Settle code case with Code Compliance Division, if applicable

Benefits

- ◆ Usual permit penalties and fines are reduced, pay only town commission adopted permit fees
- ◆ Code fines are stayed and code case suspended upon permit application
- ◆ Bring work into compliance with current building and zoning codes

Geoffrey Jacobs

Mayor

Reynold Dieuville

Vice Mayor

William Hodgkins

Clerk-Commissioner

Juan Carlos (JC) Jimenez

Town Manager



Pembroke Park City Hall

3150 SW 52nd Avenue

Office Hours: 8:00 a.m. to 4:00 p.m. M-F

Phone: 954-966-4600

Building Division Extension 247

Planning & Zoning Extension 401

Code Compliance Extension 215

Building Permit Amnesty Program Guidelines



Building Department

Effective January 01, 2022 to December 31, 2022



WWW.TPPFL.GOV

About the Program

An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties. The Amnesty Program provides a window of opportunity for resident property owners to



legalize work performed without permits and gain compliance with current codes.

Property owners of one and two family residences, townhomes, mobile homes and condominium dwelling units have access to participate and

take advantage of the benefits of the program. During a year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Questions and Answers

Q: How long will it take to process my permit application?

A: It depends on the extent of work performed, the complexity of the job and the quality of the permit documents, but our goal is to review your application within 10 business days.

Q: How much will my permit cost?

A: The normal permit fees are based on the overall value of the work performed. The Amnesty Program will save the property owner several fees associated with this process, if you take advantage of the program.

Q: Can I obtain the building permit as an owner-builder?

A: Only if you are the owner residing at one or two family residence, fee simple townhome or mobile home property for your use and occupancy. Condominium dwelling units and properties not used and occupied by the property owner will need the services of a licensed contractor.

Q: How long will I have to process my permit application?

A: Three months after the Amnesty application to apply for the building permit.

Q: How will inspections of the work be performed?

A: If the work performed is concealed, your architect or engineer should have the ability to investigate the work and provide a professional affidavit certifying that the work conforms to the building codes. Work that remains accessible may be inspected by Town inspectors.

Q: What happens if I have an existing code violation case?

A: Apply for a building permit that would resolve the violation and have running fines stayed or have the case process suspended.

Q: What happens with the stayed fines of my code case if I do not obtain a building permit within amnesty period?

A: Should the property owner have running fines stayed during the amnesty period and no building permit is obtained, the deferred fines will be added to the previous fines and continue to accrue until settled through the mitigation process.

Q: What happens if the structure I built encroaches within zoning setbacks?

A: Should setback encroachments be identified during the permit process, the property owner has the choice of modifying the structure or applying for a zoning variance, which will require a separate variance application and fee. If the variance is approved, the permit review process may continue, otherwise the permit work will have to be modified to meet zoning requirements.

Amnesty Press Release



TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

AMNESTY PROGRAM PRESS RELEASE

What:

The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist residing property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.

When:

Eligible residing property owners can apply starting January 01, 2022, but the program will end December 31, 2022

Where:

The Building Division is located at Town Hall Complex, 3150 SW 52nd Avenue, Pembroke Park, FL 33023 with office hours between 7:30 am to 4:00 pm Monday through Friday. For additional information please visit our website at www.tppfl.gov or call 954-966-4600.

Amnesty Resolution

RESOLUTION NO. 2021 -

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ESTABLISHING AND ADOPTING AMNESTY PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been an excess of work performed without permits which goes unchecked for compliance with the codes and which neglects to preserve occupant safety; and

WHEREAS, residing property owners have enlarged and/or modified their homes without first acquiring permits, and this has been compounded by changes in ownership; and

WHEREAS, this has led to an increased concern for the safety, welfare and health of residents; and

WHEREAS, the overwhelming receipt of referrals from concerned citizens, has prompted the Town to create a process to uniformly seek compliance from deficient properties; and

WHEREAS, Town Administration believes that the implementation of an Amnesty Program will educate property owners, and create an opportunity to bring their properties into compliance; and

WHEREAS, currently each property identified, must go through the special magistrate process which makes the overall process lengthy, costly, and burdensome on both the Town and property owners; and

WHEREAS, Town Administration recommends establishment and adoption of the Amnesty Program Guidelines, as attached as Exhibit "A", to give property owners a window of opportunity to disclose work performed without permits, such disclosure would benefit the Town and the residents; and

WHEREAS, the Mayor and Town Commission have determined that the recommendation of the establishment of an amnesty program is in the best interest of the Town of Pembroke Park, and

its residents.

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

SECTION 1: Establishment of Amnesty Program. The Mayor and Town Commission hereby establish and adopt the Amnesty Program Guidelines” as attached in Exhibit “A”, and as may be amended from time to time.

SECTION 2: Town Manager Authorization. The Town Manager is hereby authorized to implement the Amnesty Program Guidelines and take the necessary steps to effectuate the program. The Amnesty Program shall remain effective for a period of one (1) year.

SECTION 3: Effective Date. This Resolution shall be effective January 01, 2022.

APPROVED AND ADOPTED this ____ day of _____, 2021.

GEOFFREY JACOBS
MAYOR

SPONSORED BY: TOWN ADMINISTRATION

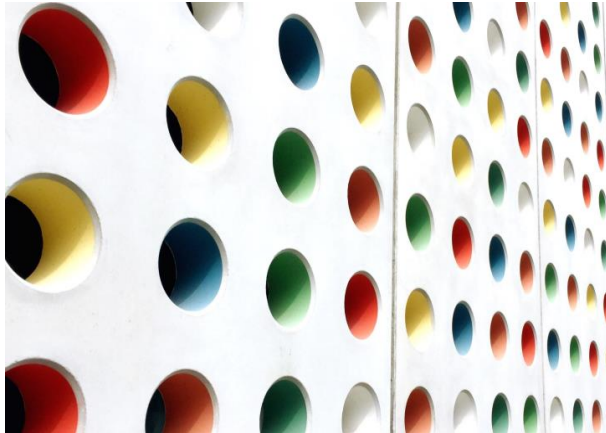
ATTEST:

MARLEN MARTELL
TOWN CLERK

Approved as to legal sufficiency and form.

MELISSA ANDERSON
TOWN ATTORNEY

Amnesty Program



Why program is needed.

- ❑ An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties..
- ❑ The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.
- ❑ The Amnesty Program provides a window of opportunity for resident property owners to legalize work performed without permits and gain compliance with current codes.
- ❑ Residing property owners of one-and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program.
- ❑ During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.



Benefits

Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees



Code fines are stayed upon permit application.

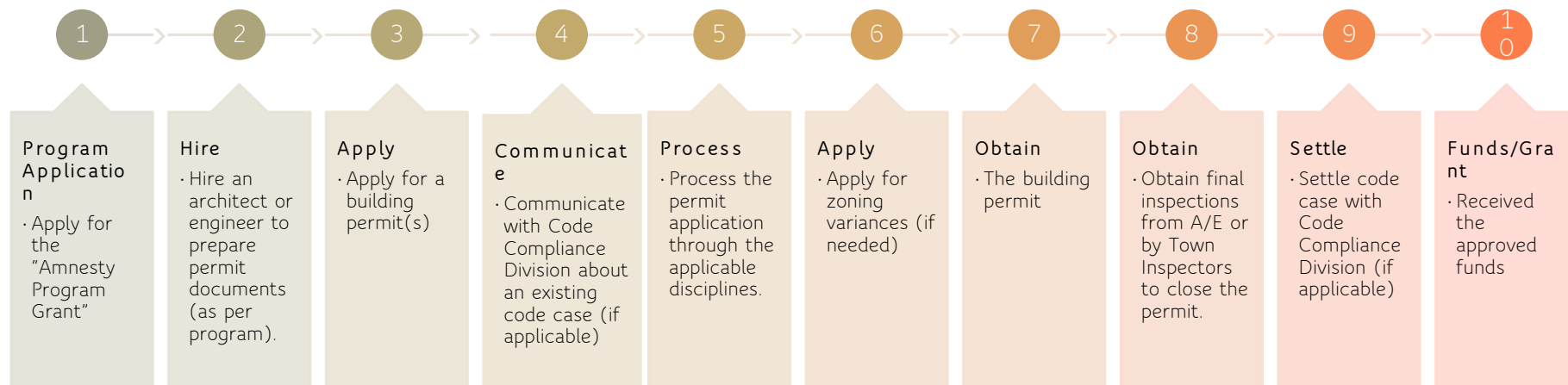


Bring work into compliance with current building and zoning codes.

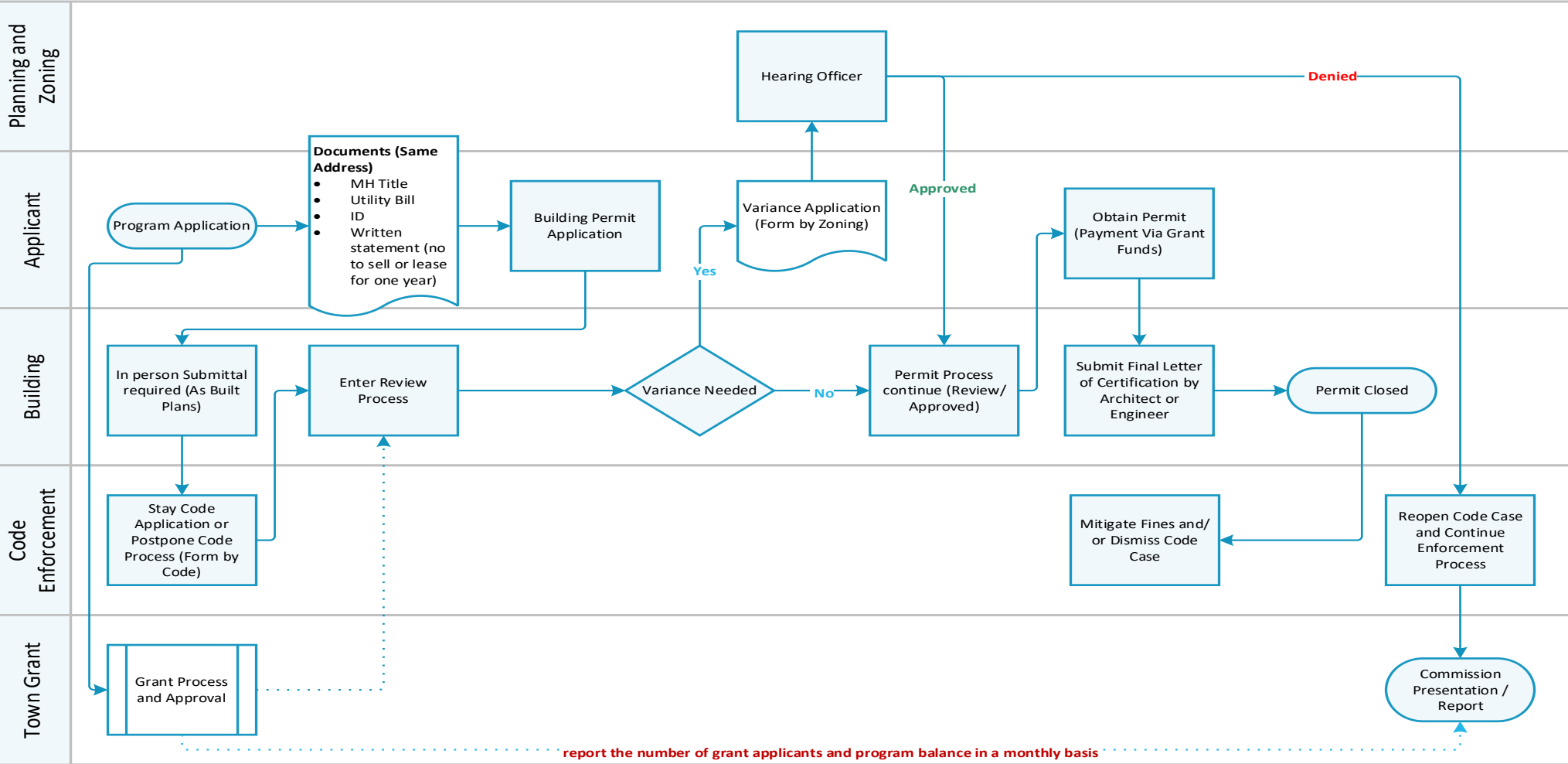


Opportunity to receive funds from the Town's grant Program (until exhausted) as a reimbursable funding.

What is the Process *(Jan01/ 2022 to Dec31/ 2022)*



Building / Code Amnesty Program Flowchart



Contacts

954-966-4600 Main Line



Miguel Núñez, Chief Building Official - mnunez@tppfl.gov

Lucie Manzerolle, Building Manager - lmanzerolle@tppfl.gov

Nazly Cardona, Assistant Clerk - ncardona@tppfl.gov



ANY
QUESTIONS
?

RESOLUTION NO. 2021 - 061

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ESTABLISHING AND ADOPTING AMNESTY PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been an excess of work performed in the Town (the “Town”) without permits which goes unchecked for compliance with the codes and which neglects to preserve occupant safety; and

WHEREAS, residing property owners have enlarged and/or modified their homes without first acquiring permits, and this has been compounded by changes in ownership; and

WHEREAS, this has led to an increased concern for the safety, welfare and health of residents; and

WHEREAS, the overwhelming receipt of referrals from concerned citizens, has prompted the Town to create a process to uniformly seek compliance from deficient properties; and

WHEREAS, Town Administration believes that the implementation of an Amnesty Program will educate property owners, and create an opportunity to bring their properties into compliance; and

WHEREAS, currently each property identified, must go through the special magistrate process which makes the overall process lengthy, costly, and burdensome on both the Town and property owners; and

WHEREAS, Town Administration recommends establishment and adoption of the Amnesty Program Guidelines, as attached as Exhibit “A”, to give property owners a window of

opportunity to disclose work performed without permits, such disclosure would benefit the Town and the residents; and

WHEREAS, the Mayor and Town Commission have determined that the recommendation of the establishment of an amnesty program is in the best interest of the Town of Pembroke Park, and its residents.

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

SECTION 1: Establishment of Amnesty Program. The Mayor and Town Commission hereby establish and adopt the Amnesty Program Guidelines” as attached in Exhibit “A”, and as may be amended from time to time.

SECTION 2: Town Manager Authorization. The Town Manager is hereby authorized to implement the Amnesty Program Guidelines and take the necessary steps to effectuate the program. The Amnesty Program shall remain effective for a period of one (1) year and which shall commence January 1, 2022.

SECTION 3: Severability 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: Conflicts. 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: Effective Date. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED this ____ day of _____, 2021.

GEOFFREY JACOBS
Mayor

ATTEST:

MARLEN MARTELL
Town Clerk

Approved as to legal sufficiency and form.

MELISSA ANDERSON
Town attorney

AGENDA ITEM REPORT



To: Town Commission
Subject: Ordinance 2021-009 Establishing a General Government Facilities Impact Fee
Meeting: 12 15 2021 SPECIAL COMMISSION MEETING - Dec 15 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

In response to growth experienced through redevelopment, the Town of Pembroke Park is interested in implementing a general government facilities impact fee, which would help fund additional capital facilities. General government facility fees can also fund purchase of land and initial construction or expansion of general government buildings, such as Town Hall, police department, maintenance facilities, other support facilities, etc. as well as vehicles used by the City as long as these buildings, land and vehicles are not included in the inventory any other impact fee program. ***The impact fee would only apply to new development or an existing development that increases square footage by 50% and is charged at the time of building permit issuance.***

On April 14, 2021, the Town engaged with Tindale Oliver to conduct an impact fee study. The study identified the following:

- Abolish the existing Chapter 5, Article III, Division 3 Fire Public Safety Facilities Fee
- Abolish the existing Chapter 5, Article III, Division 4 Impact Fee Acquisition of Park Lands
- Create a General Government Facilities Impact Fee
- Maintain the Stormwater and Sewer Impact Fees at this time.

The attached report serves as the technical study to support the calculation of the proposed general government facilities impact fee. In developing the Town's general government facilities impact fee program, the Consultant used a consumption-based impact fee methodology, which is commonly used throughout Florida. A consumption-based impact fee charges new development based upon the burden placed on services from each land use. Impact fees are defined as follows:

- An impact fee is a one-time capital charge levied against new development.
- An impact fee is designed to cover the portion of the capital costs consumed by new development.
- The principal purpose of an impact fee is to assist in funding the implementation of projects identified in the Capital Improvements Element (CIE) and other capital improvement programs for the respective facility/service categories.

In addition, impact fees differ from general taxes in the following manner:

- An impact fee is generally regarded as a regulatory function established based upon the specific benefit to the user related to capital facilities and is not established for the primary purpose of generating revenue for the general benefit of the community, as are taxes.
- Impact fee expenditures must convey a proportional benefit to the fee payer. This is accomplished through the establishment of benefit districts as needed, where fees collected in a benefit district are spent in the same benefit district.
- An impact fee must be tied to a proportional need for new capacity created by new development.

In Florida, legal requirements related to impact fees have primarily been established through case law since the 1980's. In 2006, the Florida legislature passed the "Florida Impact Fee Act," which recognized impact fees as "an outgrowth of home rule power of a local government to provide certain services within its jurisdiction." § 163.31801(2), Fla. Stat. A detailed review of the legal requirements is included in this report.

The calculation of the general government facilities impact fee included a review of the following elements:

- Capital Inventory
- Service Area and Demand Component
- Level of Service
- Cost Component
- Credit Component
- Net Impact Cost

Based on this review and analysis outlined in this report, a technically defensible fee schedule was developed as follows:

The impact fee levels calculated in the report represent the maximum technically calculated fees per unit land use that could be charged in Pembroke Park; however, the Town Commission may choose to discount the fees across-the-board as a policy decision.

The fees will become effective 90-days after notification per State legislation. The fees were advertised in the Sun Sentinel on December 2, 2021, making them effective March 2, 2022. The Town will establish a separate fund for the general government facilities impact fee to ensure these funds are used for allowed expenditures.

FINANCIAL IMPACT:

The new General Government Facilities Impact Fee may create increased revenue for the Town through new development permits.

RECOMMENDATION:

Approve the Ordinance on First Reading

ATTACHMENTS:

[impact fees 2021 ordinance final](#)

[Pembroke Park Govt Bldgs IF Study Final Report 12-6-21 v2](#)

[Final Pembroke Park Sewer and Stormwater Impact Fee Study Report 12_06_2021](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Dec 08 2021
Melissa Anderson, Town Attorney	Approved - Dec 08 2021
JC Jimenez, Town Manager	Approved - Dec 08 2021
Marlen Martell, Town Clerk	Approved - Dec 08 2021

ORDINANCE NO. 2021-

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

WHEREAS, Article VIII, Section 2, Florida Constitution, grants the Town of Pembroke Park (the “Town”) the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 163.31801, Florida Statutes, referred to as the “Florida Impact Fee Act,” authorizes the use of impact fees to create an important source of revenue for local governments to use in funding the infrastructure necessitated by new growth, provided the following criteria are satisfied:

- The fee must be calculated using the most recent and localized data.
- The local government adopting the impact fee must account for and report impact fee collections and expenditures. If the fee is imposed for a specific infrastructure need, the local government must account for those revenues and expenditures in a separate accounting fund.
- Charges imposed for the collection of impact fees must be limited to the actual

costs.

- All local governments must give notice of a new or increased impact fee at least 90 days before the new or increased fee takes effect, but need not wait 90 days before decreasing, suspending, or eliminating an impact fee. Unless the result reduces total mitigation costs or impact fees on an applicant, new or increased impact fees may not apply to current or pending applications submitted before the effective date of an ordinance or resolution imposing a new or increased impact fee.
- A local government may not require payment of the impact fee before the date of issuing a building permit for the property that is subject to the fee.
- The impact fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.
- The impact fee must be reasonably connected to, or have a rational nexus with, the expenditures of the revenues generated and the benefits accruing to the new residential or commercial construction.
- The local government must specifically earmark revenues generated by the impact fee to acquire, construct, or improve capital facilities to benefit new users.
- The local government may not use revenues generated by the impact fee to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or commercial construction; and

WHEREAS, the Town hired consultant Tindale Oliver to conduct a study to determine whether the imposition of new impact fees were necessary in order to support the construction of

necessary government facility infrastructure within the Town;

WHEREAS, the Tindale Oliver study (attached as Exhibit A) supports the imposition of a new government facility impact fee; and

WHEREAS, general government facility fees can fund purchase of land and initial construction or expansion of general government buildings, such as Town Hall, police department, maintenance facilities, other support facilities, etc. as well as vehicles used by the City as long as these buildings, land and vehicles are not included in the inventory any other impact fee program; and

WHEREAS, in developing the Town's general government facilities impact fee program, a consumption-based impact fee methodology is utilized, which is allowed by the "Florida Impact Fee Act" § 163.31801(2), Florida Statutes; and

WHEREAS, a consumption-based impact fee charges new development based upon the burden placed on services from each land use; and

WHEREAS, an impact fee must be tied to a proportional need for new capacity created by new development; and

WHEREAS, the fees can become effective 90-days after notification per State legislation; and

WHEREAS, the Town advertised the proposed government facilities impact fee schedule on December 2, 2021 stating the fees would be effective on March 2, 2022; and

WHEREAS, the Town needs to establish a separate fund for the general government facilities impact fee to ensure these funds are used for allowed expenditures.

WHEREAS, the Town Commission of the Town of Pembroke Park (the "Town Commission") finds it in the best interest of the Town to repeal Divisions 3 and 4 of Article III,

Chapter 5 of the Town Code, relating to impact fees; and

WHEREAS, the Town Commission finds it in the best interest of the Town to enact a new “Government Facilities Impact Fees” ordinance which complies with all of the prerequisites set forth in Section 163.31801, Florida Statutes, including the newest amendments to the impact fee statute contained in House Bill 337, and which will provide the Town funding necessary for government facilities.

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

Section 1: Divisions 3 and 4 of Article III, Chapter of the Town of Pembroke Park Code Repealed. “Division 3. Fire Public Safety Facilities Fee” and “Division 4. Impact Fee Acquisition of Park Lands” of Article III, Chapter 5 “Buildings and Building Regulation” of the Town Code of Ordinance of the Town of Pembroke Park are hereby repeal in their entirety.

Section 2. Enactment of new Division 4. Government Facilities Impact Fees. A new Division 4, “Government Facilities Impact Fees” of Article III, Chapter 5, “Buildings and Building Regulation” shall be enacted as set forth below:

DIVISION 4. – GOVERNMENT FACILITIES IMPACT FEES.

Sec. 5-43. – Intent

General government facility fees shall fund purchase of land and initial construction or expansion of general government buildings, such as Town Hall, police department, maintenance facilities, other support facilities, as well as vehicles used by the City as long as these buildings, land and vehicles are not included in the inventory any other impact fee program.

Sec. 5-44. – Applicability and Payment.

The Government Facilities Impact Fee shall apply to new development or an existing development that increases square footage by 50% and shall be due at the time of building permit

issuance.

Sec. 5-45. - Disposition.

All fees collected pursuant to this division shall be kept in a “Government Facilities” fund and may only be utilized for government facilities.

Sec. 5-46. – Government Facilities Impact Fees.

ITE LUC	Land Use	Impact Unit	Calculated Impact Fee
Residential:			
210	Single Family (detached)		
	- Less than 1,500 sf	du	\$1,526
	- 1,500 to 2,499 sf	du	\$1,695
	- 2,500 sf and greater	du	\$1,892
220/221/222	Multi-Family (Apartment/Condominium/Townhouse)	du	\$1,547
240	Mobile Home	du	\$345
Transient, Assisted, Group:			
253/255	Congregate Care Facility/Continuing Care Retirement Center	du	\$732
310	Hotel	room	\$689
320	Motel	room	\$577
620	Nursing Home	bed	\$710
Recreational:			
411	Public Park	acre	\$35
416	RV Park	occupied site	\$331
444	Movie Theater	screen	\$3,651
492	Health/Fitness Club	1,000 sf	\$1,695
Institutional:			
520	Elementary School (Private)	student	\$70
522	Middle School (Private)	student	\$63
530	High School (Private)	student	\$56
540	University/Junior College (7,500 or fewer students) (Private)	student	\$70
550	University/Junior College (more than 7,500 students) (Private)	student	\$56
560	Church	1,000 sf	\$288
565	Day Care Center	1,000 sf	\$570
Medical:			
610	Hospital	1,000 sf	\$914
630	Clinic	1,000 sf	\$1,055
Office:			
710	General Office	1,000 sf	\$689
720	Medical Office 10,000 sq ft or less	1,000 sf	\$844
	Medical Office greater than 10,000 sq ft	1,000 sf	\$1,210
Retail:			
813	Discount Superstore, Free-Standing	1,000 sf	\$1,210
822	Retail/Shopping Center (less than 40,000 sf gla)	1,000 sf gla	\$1,463
821	Retail/Shopping Center (40,000 sf gla to 150,000 sf gla)	1,000 sf gla	\$1,815
820	Retail/Shopping Center (greater than 150,000 sf gla)	1,000 sf gla	\$992
840/841	New/Used Auto Sales	1,000 sf	\$1,104
850	Supermarket	1,000 sf	\$1,723
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$1,294
890	Furniture Store	1,000 sf	\$225
Services:			
912	Bank/Savings Drive-In	1,000 sf	\$1,041
931	Quality Restaurant	1,000 sf	\$4,052
932	High-Turn Over Restaurant	1,000 sf	\$3,812
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$6,830
942	Automobile Care Center	1,000 sf	\$1,175
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$1,027
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	\$1,618
945	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$2,110
947	Self-Service Car Wash	service bay	\$675
Industrial			
110	General Light Industrial	1,000 sf	\$338
140	Manufacturing	1,000 sf	\$387
150	Warehousing	1,000 sf	\$77
151	Mini-Warehouse	1,000 sf	\$28
154	High-Cube Transload/Storage	1,000 sf	\$63

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 re-lettered, 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 as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL

Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS



Town of Pembroke Park General Government Facilities Impact Fee Study

Final Report
December 6, 2021



Prepared for:

Town of Pembroke Park
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Pembroke Park, FL 33023
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Prepared by:

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1032001-00.20

Town of Pembroke Park General Government Facilities Impact Fee Study

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Appendix A: Demand Component – Population: Supplemental Information

Appendix B: Cost Component – Building and Land Values: Supplemental Information

Executive Summary

In response to growth experienced through redevelopment, the Town of Pembroke Park is interested in implementing a general government facilities impact fee, which would help fund additional capital facilities, such as those needed for the new police department. General government facility fees can also fund purchase of land and initial construction or expansion of general government buildings, such as the City Hall, maintenance facilities, other support facilities, etc. as well as vehicles used by the City as long as these buildings, land and vehicles are not included in the inventory any other impact fee program. This report serves as the technical study to support the calculation of the impact fee.

In developing the Town's general government facilities impact fee program, a consumption-based impact fee methodology is utilized, which is commonly used throughout Florida. A consumption-based impact fee charges new development based upon the burden placed on services from each land use. Impact fees are defined as follows:

- An impact fee is a one-time capital charge levied against new development.
- An impact fee is designed to cover the portion of the capital costs consumed by new development.
- The principal purpose of an impact fee is to assist in funding the implementation of projects identified in the Capital Improvements Element (CIE) and other capital improvement programs for the respective facility/service categories.

In addition, impact fees differ from general taxes in the following manner:

- An impact fee is generally regarded as a regulatory function established based upon the specific benefit to the user related to capital facilities and is not established for the primary purpose of generating revenue for the general benefit of the community, as are taxes.
- Impact fee expenditures must convey a proportional benefit to the fee payer. This is accomplished through the establishment of benefit districts as needed, where fees collected in a benefit district are spent in the same benefit district.
- An impact fee must be tied to a proportional need for new capacity created by new development.

In Florida, legal requirements related to impact fees have primarily been established through case law since the 1980's. In 2006, the Florida legislature passed the "Florida Impact Fee Act," which recognized impact fees as "an outgrowth of home rule power of a local government to

provide certain services within its jurisdiction.” § 163.31801(2), Fla. Stat. A detailed review of the legal requirements is included in this report.

The calculation of the general government facilities impact fee included a review of the following elements:

- Capital Inventory
- Service Area and Demand Component
- Level of Service
- Cost Component
- Credit Component
- Net Impact Cost

Based on this review and analysis outlined in this report, a technically defensible fee schedule was developed. Although the full fee schedule includes approximately 40 land uses, the following table provides calculated fees for select land uses compared to other jurisdictions.

Table ES-1
Comparison of Calculated General Government Facilities Impact Fee Schedule

Land Use	Unit ⁽²⁾	Pembroke Park Calculated ⁽³⁾	Cooper City ⁽⁴⁾	Dania Beach ⁽⁵⁾	Davie ⁽⁶⁾	Hollywood ⁽⁷⁾
Date of Last Update		2021	1990	2005	2009	2020
Assessed Portion of Calculated⁽¹⁾		N/A	100%	100%	100%	N/A
Residential:						
Mobile Home (1,300 sq ft)	du	\$345	\$846	\$208	\$204	\$481
Non-Residential						
Light Industrial	1,000 sf	\$338	\$678	\$160	\$120	\$137
Office (50,000 sq ft)	1,000 sf	\$689	\$678	\$160	\$150	\$244
Retail (150,000 sq ft)	1,000 sf gla	\$992	\$678	\$160	\$150	\$414

- 1) Represents that portion of the maximum calculated fee for each respective municipality that is actually charged. Fees may have been lowered through indexing or policy discounts. Does not account for moratoriums/suspension.
- 2) Du = dwelling unit
- 3) Source: Table II-7
- 4) Source: Cooper City Code of Ordinances, Chapter 22 Planning and Public Facilities, Article IV. Impact Fees, Sec. 22-65. Fee shown is "General Government Services" fee.
- 5) Source: City of Dania Beach Document Center. Fee shown is "Administrative" impact fee and is \$0.16 per sq. ft.
- 6) Source: Town of Davie Planning and Zoning Department. Fee shown is "General Government" impact fee.
- 7) Source: Tindale Oliver City of Hollywood Impact Fee Study 2020. Fees shown are calculated fees and not yet adopted.

Next Steps

The impact fee levels calculated in this report represent the maximum technically calculated fees per unit land use that could be charged in Pembroke Park; however, the Town Commission may choose to discount the fees across-the-board as a policy decision. Once the Commission provides input regarding the adoption levels, a final ordinance will be developed for the public hearing. The fees can become effective 90-days after notification per State legislation. The Town needs to establish a separate fund for the general government facilities impact fee to ensure these funds are used for allowed expenditures. This technical study should be reviewed regularly to ensure new development is being charged correctly and the proportionality between land uses is maintained.

I. Introduction

The Town of Pembroke Park has been experiencing growth through a redevelopment cycle, which necessitates additional capital facilities. Among these is the establishment of a new police department, which requires certain capital expenditures. To address new capital needs, the Town is interested in implementing a general government facilities impact fee and has retained Tindale Oliver (TO) to prepare a technical study to develop impact fee calculations for this service area. This report serves as the technical study to support the calculation of the impact fee. The impact fee levels calculated in this report represent the maximum technically calculated fees per unit land use that could be charged in Pembroke Park; however, the Town Commission may choose to discount the fees across-the-board as a policy decision.

Methodology

In developing the general government facilities impact fee program, a consumption-based impact fee methodology is utilized, which is commonly used throughout Florida. A consumption-based impact fee charges new development based upon the burden placed on services from each land use (demand). The demand component is measured in terms of population per unit of development by land use.

A consumption-based impact fee charges new growth the proportionate share of the cost of providing additional capital facilities available for use by new growth. Unlike a “needs-based” approach, the consumption-based approach ensures that the impact fee is set at a rate that does not generate sufficient revenues to correct existing deficiencies. As such, the Town does not need to go through the process of estimating the portion of each capacity expansion project that may be related to existing deficiencies. In addition, per legal requirements, a credit is subtracted from the total cost to account for the value of future tax contributions of new development toward any capacity expansion projects. In other words, case law requires that the new development should not be charged twice for the same service.

Legal Overview

In Florida, legal requirements related to impact fees have primarily been established through case law since the 1980’s. Impact fees must comply with the “dual rational nexus” test, which requires that they:

- Be supported by a study demonstrating that the fees are proportionate in amount to the need created by new development paying the fee; and
- Be spent in a manner that directs a proportionate benefit to new development, typically accomplished through establishment of benefit districts (if needed) and a list of capacity-adding projects included in the Town’s Capital Improvement Plan, Capital Improvement Element, or another planning document/Master Plan.

In 2006, the Florida legislature passed the “Florida Impact Fee Act,” which recognized impact fees as “an outgrowth of home rule power of a local government to provide certain services within its jurisdiction.” § 163.31801(2), Fla. Stat. The statute – concerned with mostly procedural and methodological limitations – did not expressly allow or disallow any particular public facility type from being funded with impact fees. The Act did specify procedural and methodological prerequisites, such as the requirement of the fee being based on most recent and localized data, a 90-day requirement for fee changes, and other similar requirements, most of which were common to the practice already.

More recent legislation further affected the impact fee framework in Florida, including the following:

- **HB 227 in 2009:** The Florida legislation statutorily clarified that in any action challenging an impact fee, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent or the Impact Fee Act and that the court may not use a deferential standard.
- **SB 360 in 2009:** Allowed fees to be decreased without the 90-day notice period required to increase the fees and purported to change the standard of legal review associated with impact fees. SB 360 also required the Florida Department of Community Affairs (now the Department of Economic Opportunity) and Florida Department of Transportation (FDOT) to conduct studies on “mobility fees,” which were completed in 2010.
- **HB 7207 in 2011:** Required a dollar-for-dollar credit, for purposes of concurrency compliance, for impact fees paid and other concurrency mitigation required.
- **HB 319 in 2013:** Applied mostly to concurrency management authorities, but also encouraged local governments to adopt alternative mobility systems using a series of tools identified in section 163.3180(5)(f), Florida Statutes.
- **HB 207 in 2019:** Included the following changes to the Impact Fee Act along with additional clarifying language:
 1. Impact fees cannot be collected prior to building permit issuance; and

2. Impact fee revenues cannot be used to pay debt service for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential and commercial construction.
- **HB 7103 in 2019:** Addressed multiple issues related to affordable housing/linkage fees, impact fees, and building services fees. In terms of impact fees, the bill required that when local governments increase their impact fees, the outstanding impact fee credits for developer contributions should also be increased. This requirement was to operate prospectively; however, HB 337 that was signed in 2021 deleted this clause and making all outstanding credits eligible for this adjustment. This bill also allowed local governments to waive/reduce impact fees for affordable housing projects without having to offset the associated revenue loss.
 - **SB 1066 in 2020:** Added language allowing impact fee credits to be assignable and transferable at any time after establishment from one development or parcel to another that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or district within the same local government jurisdiction. In addition, added language indicating any new/increased impact fee not being applicable to current or pending permit applications submitted prior to the effective date of an ordinance or resolution imposing new/increased fees.
 - **HB 1339 in 2020:** Required reporting of various impact fee related data items within the annual financial audit report submitted to the Department of Financial Services.
 - **HB 337 in 2021:** Placed limits on the amount and frequency of fee increases, but also included a clause to exceed these restrictions if the local governments can demonstrate extraordinary circumstances, hold two public workshops discussing these circumstances and the increases are approved by two-thirds of the governing body.

The following paragraphs provide further detail on the generally applicable legal standards applicable here.

Impact Fee Definition

- An impact fee is a one-time capital charge levied against new development.
- An impact fee is designed to cover the portion of the capital costs consumed by new development.
- The principal purpose of an impact fee is to assist in funding the implementation of projects identified in the Capital Improvements Element (CIE) and other capital improvement programs for the respective facility/service categories.

Impact Fee vs. Tax

- An impact fee is generally regarded as a regulatory function established based upon the specific benefit to the user related to a given capital facility type and is not established for the primary purpose of generating revenue for the general benefit of the community, as are taxes.
- Impact fee expenditures must convey a proportional benefit to the fee payer. This is accomplished through the establishment of benefit districts as needed, where fees collected in a benefit district are spent in the same benefit district.
- An impact fee must be tied to a proportional need for new capacity created by new development.

This technical report has been prepared to support legal compliance with existing case law and statutory requirements and documents the methodology used for impact fee calculations in the following sections, including an evaluation of the inventory, service area, level of service (LOS), cost, credit, and demand components. Information supporting this analysis was obtained from the Town and other sources, as indicated.

II. Technical Analysis

This section provides the results of the general government facilities impact fee analysis. Several elements addressed in this section include:

- Facility Inventory
- Service Area and Demand Component
- Level of Service
- Cost Component
- Credit Component
- Net Impact Cost
- Calculated Impact Fee Schedule
- Impact Fee Schedule Comparison

These elements are summarized in the remainder of this section.

Facility Inventory

The Town of Pembroke Park owns and operates approximately 31,500 square feet of public facilities on 1.4 acres throughout the town.

As shown in Table II-1, the total value of the general government buildings is estimated at approximately \$5.8 million, of which \$5.5 million is associated with buildings and the remaining \$300,000 with land. The building value is estimated at \$175 per square foot which is based on insurance values of existing buildings, cost information obtained from other Florida jurisdictions, and discussions with Town representatives. Land values are based on a review of land value of existing buildings and vacant land sales and values of similar size parcels in Pembroke Park, as reported by the Broward County Property Appraiser, and is estimated at \$200,000 per acre. Appendix B provides additional information.

**Table II-1
General Government Buildings and Land Inventory**

Building Name	Address	Year Built ⁽¹⁾	Number of Acres ⁽²⁾	Square Feet ⁽³⁾	Building Value ⁽⁴⁾	Land Value ⁽⁵⁾	Total Building and Land Value ⁽⁶⁾
Town Hall Building	3150 SW 52nd Avenue	1974	1.38	31,471	\$5,507,425	\$276,000	\$5,783,425
Storage Building: Town Hall	3150 SW 52nd Avenue						
Total			1.38	31,471	\$5,507,425	\$276,000	\$5,783,425
Building Value per Square Foot ⁽⁷⁾					\$175		
Land Value per Acre ⁽⁸⁾						\$200,000	

- 1) Source: Town of Pembroke Park
2) Source: Town of Pembroke Park
3) Source: Town of Pembroke Park
4) Estimated building value (Item 7) per square foot multiplied by building square feet (Item 3)
5) Number of acres (Item 2) multiplied by the estimated land value per acre (Item 8)
6) Sum of building and land value (Items 4 and 5)
7) Source: Appendix B
8) Source: Appendix B

In addition to land and buildings, the Town of Pembroke Park's impact fee inventory includes the necessary vehicles and equipment required to perform its services. As presented in Table II-2, the total vehicle and equipment value is approximately \$330,000.

Table II-2
Public Facilities Vehicle and Equipment Inventory

Description ⁽¹⁾	Units ⁽¹⁾	Vehicle/ Equipment Unit Cost ⁽¹⁾	Total Value ⁽¹⁾
Public Services			
Chevy Traverse	1	\$33,000	\$33,000
Chrysler Sebring	1	\$18,000	\$18,000
Ford 150XL	1	\$13,000	\$13,000
Ford F150	1	\$12,000	\$12,000
Ford F250	3	\$35,000	\$105,000
Ford F350	1	\$17,000	\$17,000
Ford F55D Super Duty	1	\$55,000	\$55,000
Ford Taurus	2	\$27,000	\$54,000
Massey Ferguson 231S	1	\$20,000	\$20,000
Trailer (10 feet)	1	\$2,875	\$2,875
Total:	13		\$329,875

Source: Town of Pembroke Park

Service Area and Demand Component

The service area for general government facilities is throughout the town, which also represents the appropriate benefit district. In this technical study, the current 2021 weighted and functional population estimates are used. Because simply using weighted (permanent, plus weighted seasonal) population estimates does not fully address daily workers and visitors who also benefit from general government services, the "functional" weekly 24-hour population approach is used to establish a common unit of demand across different land uses. Functional population accounts for residents, visitors, and workers traveling in and out of the service area throughout the day and calculates the presence of population at the different land uses during the day, which represents the demand component of the impact fee equation. Appendix A provides further detail on the population analysis conducted.

Level of Service

Table II-3 provides the current achieved LOS for general government facilities in terms of square feet per resident. The LOS is provided both in terms of weighted seasonal population and functional population. Impact fee calculations assume that the Town will continue to provide this level of service in the future.

**Table II-3
Current Level of Service (2021)**

Variable	2021	
	Weighted Population	Functional Population
Population ⁽¹⁾	7,240	6,649
Government Buildings Square Footage ⁽²⁾	31,471	31,471
Current LOS (Square Feet per Resident)⁽³⁾	4.35	4.73

1) Source: Appendix A, Tables A-1 and A-7

2) Source: Table II-1

3) Total square footage (Item 2) divided by population (Item 1)

Cost Component

The cost component of the study evaluates the cost of capital items, including buildings, land, and vehicles. Table II-4 provides a summary of all capital costs, which amounts to approximately \$6.1 million.

Table II-4 also presents the cost per resident for the impact fee analysis. This cost is calculated by multiplying the total asset value per square foot by the current LOS of 4.73 square feet per resident. As shown, these calculations result in \$919 per resident for government facilities capital assets.

**Table II-4
Total Impact Cost per Resident**

Variable	Figure	Percent of Total ⁽⁹⁾
Total Building Value ⁽¹⁾	\$5,507,425	90.1%
Total Land Value ⁽²⁾	\$276,000	4.5%
Vehicle and Equipment Value ⁽³⁾	\$329,875	5.4%
Total Asset Value⁽⁴⁾	\$6,113,300	100.0%
Total Building Square Footage ⁽⁵⁾	31,471	
Total Asset Value per Square Foot ⁽⁶⁾	\$194.25	
Current LOS (Primary Square Feet per Functional Resident) ⁽⁷⁾	4.73	
Total Impact Cost per Functional Resident⁽⁸⁾	\$918.80	

1) Source: Table II-1

2) Source: Table II-1

3) Source: Table II-2

4) Sum of building value (Item 1), land value (Item 2), and vehicle and equipment value (Item 3)

5) Source: Table II-1

6) Total asset value (Item 4) divided by building square footage (Item 5)

7) Source: Table II-3

8) Total cost per square foot (Item 6) multiplied by the achieved LOS (Item 7)

9) Distribution of total asset value (Item 4)

Credit Component

To avoid overcharging new development for the general government facilities impact fee, a review of the capital funding program for government facilities was completed. The purpose of this review was to determine any potential revenue credits generated by new development that are being used for expansion of capital facilities, land, vehicles, and equipment included in the inventory. It should be noted that the credit component does not include any capital renovation, maintenance, or operations expenses, as these types of expenditures cannot be funded with impact fee revenue. This review suggested that the capacity funding is being done through debt service.

Any bond issues with outstanding debt service payments related to the general government facilities capacity expansion projects results in a credit to the impact fee. Table II-5 summarizes the outstanding debt service related to general government facilities capital expansion projects. The Town issued a note to fund the capital cost associated with the new police department. The police station will be located in the existing Town Hall and the Town will purchase \$1.5 million of police vehicles. The debt service payment associated with the portion of the note that will be used for these new vehicles results in a credit. The debt service payments are divided by the

population during the same period to determine the debt service credit per resident. As shown in Table II-5, the resulting debt service credit is approximately \$215 per functional resident.

Table II-5
Debt Service Credit

Description	Total Number of Years of Debt Issue ⁽¹⁾	Years Remaining ⁽²⁾	Total Remaining Debt Service for Capacity Expansion ⁽³⁾	Present Value of Payments Remaining for Capacity Expansion ⁽⁴⁾	Avg Annual Functional Population During Remaining Note Period ⁽⁵⁾	Credit per Resident ⁽⁶⁾
Non-Ad Valorem Revenue Note, Series 2021	11	10	\$1,639,244	\$1,488,608	6,911	\$215.40
Total Debt Service Credit per Resident						\$215.40

1) Source: Town of Pembroke Park

2) Source: Town of Pembroke Park

3) Source: Town of Pembroke Park

4) Source: Town of Pembroke Park

5) Source: Appendix A, Table A-7

6) Present value of the total remaining payments (Item 4) divided by the average annual functional population over the life of the remaining payments (Item 5)

Net General Government Facilities Impact Cost

The net government facilities impact cost per resident is the difference between the cost component and the credit component. Table II-6 summarizes the calculation of the net general government facilities impact cost per resident. As presented, the net impact cost per resident amounts to approximately \$703.

Table II-6
Net Impact Cost per Resident

Variable	Per Resident
Impact Cost	
Total Impact Cost per Functional Resident ⁽¹⁾	\$918.80
Revenue Credit	
Debt Service Credit per Functional Resident ⁽²⁾	\$215.40
Net Impact Cost	
Net Impact Cost per Functional Resident ⁽³⁾	\$703.40

1) Source: Table II-4

2) Source: Table II-5

3) Total impact cost per functional resident (Item 1) less total debt service credit per functional resident (Item 2)

Calculated General Government Facilities Impact Fee Schedule

Table II-7 presents the calculated general government facilities impact fee schedule for the Town of Pembroke Park based on the net impact cost per resident previously presented in Table II-6.

Table II-7
Calculated General Government Facilities Impact Fee Schedule

ITE LUC	Land Use	Impact Unit	Functional Residents per Unit ⁽¹⁾	Calculated Impact Fee
Residential:				
210	Single Family (detached)			
	- Less than 1,500 sf	du	2.17	\$1,526
	- 1,500 to 2,499 sf	du	2.41	\$1,695
	- 2,500 sf and greater	du	2.69	\$1,892
220/221/222	Multi-Family (Apartment/Condominium/Townhouse)	du	2.20	\$1,547
240	Mobile Home	du	0.49	\$345
Transient, Assisted, Group:				
253/255	Congregate Care Facility/Continuing Care Retirement Center	du	1.04	\$732
310	Hotel	room	0.98	\$689
320	Motel	room	0.82	\$577
620	Nursing Home	bed	1.01	\$710
Recreational:				
411	Public Park	acre	0.05	\$35
416	RV Park	occupied site	0.47	\$331
445	Movie Theater	screen	5.19	\$3,651
492	Health/Fitness Club	1,000 sf	2.41	\$1,695
Institutional:				
520	Elementary School (Private)	student	0.10	\$70
522	Middle School (Private)	student	0.09	\$63
525	High School (Private)	student	0.08	\$56
540	University/Junior College (7,500 or fewer students) (Private)	student	0.10	\$70
550	University/Junior College (more than 7,500 students) (Private)	student	0.08	\$56
560	Church	1,000 sf	0.41	\$288
565	Day Care Center	1,000 sf	0.81	\$570
Medical:				
610	Hospital	1,000 sf	1.30	\$914
630	Clinic	1,000 sf	1.50	\$1,055
Office:				
710	General Office	1,000 sf	0.98	\$689
720	Medical Office 10,000 sq ft or less	1,000 sf	1.20	\$844
	Medical Office greater than 10,000 sq ft	1,000 sf	1.72	\$1,210

Table II-7 (Continued)
Calculated General Government Facilities Impact Fee Schedule

ITE LUC	Land Use	Impact Unit	Functional Residents per Unit ⁽¹⁾	Calculated Impact Fee
Retail:				
813	Discount Superstore, Free-Standing	1,000 sf	1.72	\$1,210
822	Retail/Shopping Center (less than 40,000 sfgla)	1,000 sfgla	2.08	\$1,463
821	Retail/Shopping Center (40,000 sfgla to 150,000 sfgla)	1,000 sfgla	2.58	\$1,815
820	Retail/Shopping Center (greater than 150,000 sfgla)	1,000 sfgla	1.41	\$992
840/841	New/Used Auto Sales	1,000 sf	1.57	\$1,104
850	Supermarket	1,000 sf	2.45	\$1,723
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	1.84	\$1,294
890	Furniture Store	1,000 sf	0.32	\$225
Services:				
912	Bank/Savings Drive-In	1,000 sf	1.48	\$1,041
931	Quality Restaurant	1,000 sf	5.76	\$4,052
932	High-Turn Over Restaurant	1,000 sf	5.42	\$3,812
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	9.71	\$6,830
942	Automobile Care Center	1,000 sf	1.67	\$1,175
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	1.46	\$1,027
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	2.30	\$1,618
945	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	3.00	\$2,110
947	Self-Service Car Wash	service bay	0.96	\$675
Industrial				
110	General Light Industrial	1,000 sf	0.48	\$338
140	Manufacturing	1,000 sf	0.55	\$387
150	Warehousing	1,000 sf	0.11	\$77
151	Mini-Warehouse	1,000 sf	0.04	\$28
154	High-Cube Transload/Storage	1,000 sf	0.09	\$63

- 1) Source: Appendix A, Table A-8 for residential and transient, assisted, group land uses and Table A-9 for non-residential land uses
- 2) Functional resident coefficient (Item 1) multiplied by the net impact cost per functional resident shown in Table II-6

General Government Facilities Impact Fee Schedule Comparison

As part of the work effort in developing the Town of Pembroke Park's general government facilities impact fee program, a comparison of the Town's calculated impact fee schedule to fees adopted by other select Florida municipalities was completed. Table II-8 presents this comparison.

Table II-8
General Government Facilities Impact Fee Comparison

Land Use	Unit ⁽²⁾	Pembroke Park Calculated ⁽³⁾	Cooper City ⁽⁴⁾	Dania Beach ⁽⁵⁾	Davie ⁽⁶⁾	Hollywood ⁽⁷⁾
Date of Last Update		2021	1990	2005	2009	2020
Assessed Portion of Calculated⁽¹⁾		N/A	100%	100%	100%	N/A
Residential:						
Single Family (2,000 sq ft)	du	\$1,695	\$846	\$320	\$204	\$544
Multi-Family (1,300 sq ft)	du	\$1,547	\$846	\$208	\$76	\$329
Mobile Home (1,300 sq ft)	du	\$345	\$846	\$208	\$204	\$481
Non-Residential						
Light Industrial	1,000 sf	\$338	\$678	\$160	\$120	\$137
Office (50,000 sq ft)	1,000 sf	\$689	\$678	\$160	\$150	\$244
Retail (150,000 sq ft)	1,000 sfgla	\$992	\$678	\$160	\$150	\$414
Bank w/Drive-Thru	1,000 sf	\$1,041	\$678	\$160	\$150	\$409
Fast Food w/Drive-Thru	1,000 sf	\$6,830	\$678	\$160	\$150	\$2,659

1) Represents that portion of the maximum calculated fee for each respective municipality that is actually charged. Fees may have been lowered through indexing or policy discounts. Does not account for moratoriums/suspension.

2) Du = dwelling unit

3) Source: Table II-7

4) Source: Cooper City Code of Ordinances, Chapter 22 Planning and Public Facilities, Article IV. Impact Fees, Sec. 22-65. Fee shown is "General Government Services" fee.

5) Source: City of Dania Beach Document Center. Fee shown is "Administrative" impact fee and is \$0.16 per sq. ft.

6) Source: Town of Davie Planning and Zoning Department. Fee shown is "General Government" impact fee.

7) Source: Tindale Oliver City of Hollywood Impact Fee Study 2020. Fees shown are calculated fees and not yet adopted.

Appendix A
Demand Component -- Population:
Supplemental Information

Appendix A: Population

The government facilities impact fee included in this report requires the use of population data in calculating current levels of service, performance standards, and demand and credit calculations. With this in mind, a consistent approach to developing population estimates and projections is an important component of the data compilation process. To accurately determine demand for services, not only the residents, or permanent population of the Town, but also the seasonal residents and visitors were considered. Seasonal residents include visitors and part-time residents, which are defined as living in the Town of Pembroke Park for less than six months each year. Therefore, for purposes of calculating future demand for capital facilities for each impact fee program area, the weighted seasonal population will be used in all population estimates and projections. References to population contained in this report pertain to the weighted seasonal population, unless otherwise noted.

Table A-1 presents the weighed seasonal population trends. The projections indicate that the current weighted seasonal population of the Town is approximately 7,200 and is estimated to increase to 8,300 (increase of 1,100) by 2045.

Table A-1
Weighted Seasonal Population Trends and Projections

Year	Town of Pembroke Park ⁽¹⁾
2000	7,000
2001	7,382
2002	7,355
2003	7,309
2004	6,341
2005	6,425
2006	6,359
2007	6,378
2008	6,773
2009	6,765
2010	6,838
2011	6,834
2012	6,839
2013	6,949
2014	6,918
2015	6,988
2016	7,079
2017	7,136
2018	7,153
2019	7,180
2020	7,015
2021	7,240
2022	7,292
2023	7,342
2024	7,393
2025	7,447
2026	7,497
2027	7,550
2028	7,602
2029	7,654
2030	7,705
2031	7,749
2032	7,792
2033	7,836
2034	7,880
2035	7,922
2036	7,959
2037	7,996
2038	8,034
2039	8,073
2040	8,108
2041	8,142
2042	8,174
2043	8,208
2044	8,242
2045	8,275

Source: Appendix A, Table A-10

Apportionment of Demand by Residential Unit Type and Size

Table A-2 presents the population per housing unit (PPH) for the residential categories. This analysis includes all housing units, both occupied and vacant.

Table A-2
Population per Housing Unit by Housing Type (2019)

Housing Type	Population ⁽¹⁾	Housing Units ⁽²⁾	Ratio ⁽³⁾	Population / Housing Units ⁽⁴⁾
Single Family	1,376	381		3.61
- Less than 1,500 sf			90%	3.25
- 1,500 to 2,499 sf			100%	3.61
- 2,500 sf or greater			112%	4.04
Multi-Family	4,572	1,385		3.30
Mobile Home	<u>1,370</u>	<u>1,845</u>		0.74
Total/Weighted Average	7,318	3,611		2.03
Congregate Care Facility/Continuing Care Retirement Center ⁽⁵⁾	5,596	3,611		1.55

1) Source: 2019 American Community Survey (ACS); 5-Yr. Estimates, Table B25033, adjusted for seasonal population

2) Source: 2019 American Community Survey (ACS); 5-Yr. Estimates, Table DP04

3) Ratios developed based on national PPH data derived from the 2019 American Housing Survey

4) Population (Item 1) divided by housing units (Item 2). Single family residential tiers are adjusted by the ratios developed using the 2019 AHS data (Item 3).

5) Estimate for congregate care facility is based on people per household figure adjusted for the residents over 55 years of age based on information obtained from the 2017 National Household Travel Survey, prepared by the US Department of Transportation.

Functional Population

Functional population, as used in the impact fee analysis, is a generally accepted methodology for several impact fee areas and is based on the assumption that demand for certain facilities is generally proportional to the presence of people at a land use, including residents, employees, and visitors. It is not enough to simply add resident population to the number of employees, since the service demand characteristics can vary considerably by type of industry.

Functional population is the equivalent number of people occupying space within a community on a 24-hour-day, 7-days-a-week basis. A person living and working in the community will have the functional population coefficient of 1.0. A person living in the community but working elsewhere may spend only 16 hours per day in the community on weekdays and 24 hours per day on weekends for a functional population coefficient of 0.76 (128-hour presence divided by 168 hours in one week). A person commuting into the Town to work five days per week would have a functional population coefficient of 0.30 (50-hour presence divided by 168 hours in one week). Similarly, a person traveling into the community to shop at stores, perhaps averaging 8 hours per week, would have a functional population coefficient of 0.05.

Functional population thus tries to capture the presence of all people within the community, whether residents, workers, or visitors, to arrive at a total estimate of effective population needed to be served.

This form of adjusting population to help measure real facility needs replaces the population approach of merely weighting residents two-thirds and workers one-third (Nelson and Nicholas 1992)¹. By estimating the functional and weighted population per unit of land use across all major land uses in a community, an estimate of the demand for certain facilities and services in the present and future years can be calculated. The following paragraphs explain how functional population is calculated for residential and non-residential land uses.

Residential Functional Population

Developing the residential component of functional population is simpler than developing the non-residential component. It is generally estimated that people spend one-half to three-fourths of their time at home and the rest of each 24-hour day away from their place of residence. In developing the residential component of the Town of Pembroke Park's functional population, an

¹ Arthur C. Nelson and James C. Nicholas, "Estimating Functional Population for Facility Planning," *Journal of Urban Planning and Development* 118(2): 45-58 (1992)

analysis of the Town's population and employment characteristics was conducted. Tables A-3 and A-4 present this analysis for the Town. Based on this analysis, the Town of Pembroke Park's residents, on average, spend 16 hours each day at their place of residence. This corresponds to approximately 67 percent of each 24-hour day at their place of residence and the other 33 percent away from home.

Table A-3
Population & Employment Characteristics

Calculation Step	Figure
Total workers living in Pembroke Park ⁽¹⁾	2,555
Total Census Population (2016) ⁽²⁾	6,318
Total workers as a percent of population ⁽³⁾	40.4%
School age population (5-17 years) (2016) ⁽⁴⁾	1,477
School age population as a percent of population ⁽⁵⁾	23.4%
Population net of workers and school age population ⁽⁶⁾	2,286
Other population as a percent of total population ⁽⁷⁾	36.2%

- 1) Source: Census Transportation Planning Package (CTPP), 2016
- 2) Source: 2016 American Community Survey (ACS); 5-Yr. Estimates, Table B01001
- 3) Total workers (Item 1) divided by population (Item 2)
- 4) Source: 2016 American Community Survey (ACS); 5-Yr. Estimates, Table B01001
- 5) Total school age population (Item 4) divided by 2016 population (Item 2)
- 6) Total population (Item 2) less total workers (Item 1) and school age population (Item 4)
- 7) Population net of workers and school age population (Item 6) divided by population (Item 2)

Table A-4
Residential Coefficient for 24-Hour Functional Population

Population Group	Hours at Residence ⁽¹⁾	Percent of Population ⁽²⁾	Effective Hours ⁽³⁾
Workers	13	40.4%	5.3
Students	15	23.4%	3.5
Other	20	36.2%	<u>7.2</u>
Total Hours at Residence ⁽⁴⁾			16.0
Residential Functional Population Coefficient⁽⁵⁾			66.7%

- 1) Estimated
- 2) Source: Table A-3
- 3) Hours at residence (Item 1) multiplied by the percent of population (Item 2)
- 4) Sum of effective hours (Item 3)
- 5) Sum of effective hours (Item 4) divided by 24

The resulting percentage from Table A-4 is used in the calculation of the residential coefficient for the 24-hour functional population. These actual calculations are presented in Table A-5.

Non-Residential Functional Population

Given the varying characteristics of non-residential land uses, developing the estimates of functional residents for non-residential land uses is more complicated than developing estimated functional residents for residential land uses. Nelson and Nicholas originally introduced a method for estimating functional resident population, which is now widely used in the industry. This method uses trip generation data from the Institute of Transportation Engineers' (ITE) Trip Generation Manual and Tindale Oliver's Trip Characteristics Database, information of passengers per vehicle, workers per vehicle, length of time spent at the land use, and other variables.

Specific calculations include:

- Total one-way trips per employee (ITE trips multiplied by 50 percent to avoid double counting entering and exiting trips as two trips).
- Visitors per impact unit based on occupants per vehicle (trips multiplied by occupants per vehicle less employees).
- Worker hours per week per impact unit (such as nine worker-hours per day multiplied by five days in a work week).
- Visitor hours per week per impact unit (visitors multiplied by number of hours per day times relevant days in a week, such as five for offices and seven for retail shopping).
- Functional population coefficients per employee developed by estimating time spent by employees and visitors at each land use.

Table A-5 shows the functional population coefficients for residential and non-residential uses in the Town of Pembroke Park, which are used to estimate the 2021 functional population in Tables A-6.

Table A-5
General Functional Population Coefficients

Population/ Employment Category	ITE LUC	Employee Hours In-Place ⁽¹⁾	Trips per Employee ⁽²⁾	One-Way Trips per Employee ⁽³⁾	Journey-to-Work Occupants per Trip ⁽⁴⁾	Daily Occupants per Trip ⁽⁵⁾	Visitors per Employee ⁽⁶⁾	Visitor Hours per Trip ⁽¹⁾	Days per Week ⁽⁷⁾	Functional Population Coefficient ⁽⁸⁾
Population									7.00	0.667
Natural Resources	N/A	9.00	3.10	1.55	1.32	1.38	0.09	1.00	7.00	0.379
Construction	110	9.00	3.10	1.55	1.32	1.38	0.09	1.00	5.00	0.271
Manufacturing	140	9.00	2.51	1.26	1.32	1.38	0.08	1.00	5.00	0.270
Transportation, Communication, Utilities	110	9.00	3.10	1.55	1.32	1.38	0.09	1.00	5.00	0.271
Wholesale Trade	150	9.00	5.05	2.53	1.32	1.38	0.15	1.00	5.00	0.272
Retail Trade	820	9.00	50.50	25.25	1.24	1.73	12.37	1.50	7.00	1.148
Finance, Insurance, Real Estate	710	9.00	3.33	1.67	1.24	1.73	0.82	1.00	5.00	0.292
Services ⁽⁹⁾	N/A	9.00	20.32	10.16	1.24	1.73	4.98	1.00	6.00	0.499
Government ⁽¹⁰⁾	730	9.00	7.45	3.73	1.24	1.73	1.83	1.00	7.00	0.451

(1) Assumed

(2) Trips per employee represents all trips divided by the number of employees and is based on Trip Generation 11th Edition (Institute of Transportation Engineers 2021) as follows:
 ITE Code 110 at 3.10 weekday trips per employee, Volume 2 - Industrial Land Uses, page 39
 ITE Code 140 at 2.51 weekday trips per employee, Volume 2 - Industrial Land Uses, page 76
 ITE Code 150 at 5.05 weekday trips per employee, Volume 2 - Industrial Land Uses, page 104
 ITE Code 710 at 3.33 weekday trips per employee, Volume 2 Office Land Uses, page 716
 ITE Code 730 at 7.45 weekday trips per employee, Volume 2 Office Land Uses, page 795
 ITE Code 820 (page 186) based on blended average of trips by retail center size calculated below.
 Trips per retail employee from the following table:

Retail Scale	Trip Rate	Sq Ft per Employee⁽¹¹⁾	Trips per Employee	Share	Weighted Trips
Retail (Less than 40k sq. ft.)	54.45	802	44	50.0%	22.00
Retail (40k to 150k sq. ft.)	67.52	975	66	35.0%	23.10
Retail (greater than 150k sq. ft.)	37.01	963	36	15.0%	5.40
Sum of Weighted Trips/1k sq.ft.					50.50

(3) Trip per employee (Item 2) multiplied by 0.5.

(4) Journey-to-Work Occupants per Trip from 2001 Nationwide Household Travel Survey (FHWA 2001) as follows:
 1.32 occupants per Construction, Manufacturing, TCU, and Wholesale trip
 1.24 occupants per Retail Trade, FIRE, and Services trip

(5) Daily Occupants per Trip from 2001 Nationwide Household Travel Survey (FHWA 2001) as follows:
 1.38 occupants per Construction, Manufacturing, TCU, and Wholesale trip
 1.73 occupants per Retail Trade, FIRE, and Services trip

(6) [Daily occupants per trip (Item 5) multiplied by one-way trips per employee (Item 3)] - [(Journey-to-Work occupants per trip (Item 4) multiplied by one-way trips per employee (Item 3))]

(7) Typical number of days per week that indicated industries provide services and relevant government services are available.

(8) Table A-4 for residential and the equation below to determine the Functional Population Coefficient per Employee for all land-use categories except residential includes the following:

$$\frac{((\text{Days per Week} \times \text{Employee Hours in Place}) + (\text{Visitors per Employee} \times \text{Visitor Hours per Trip} \times \text{Days per Week}))}{(24 \text{ Hours per Day} \times 7 \text{ Days per Week})}$$

(9) Trips per employee for the services category is the average trips per employee for the following service related land use categories: quality restaurant, high-turnover restaurant, supermarket, hotel, motel, elementary school, middle school, high school, hospital, medical office, and church. Source for the trips per employee figure from ITE, 11th ed., when available.

(10) Includes Federal Civilian Government, Federal Military Government, and State and Local Government categories.

(11) Square feet per retail employee from the Energy Information Administration from Table B-1 of the Commercial Energy Building Survey, 2003

Table A-6
Town of Pembroke Park Functional Population (2021)

Population Category	Town of Pembroke Park Baseline Data ⁽¹⁾	Functional Resident Coefficient ⁽²⁾	Functional Population ⁽³⁾
2021 Weighted Population	7,240	0.667	4,829
Employment Category			
Natural Resources	0	0.379	0
Construction	272	0.271	74
Manufacturing	456	0.270	123
Transportation, Communication, and Utilities	718	0.271	195
Wholesale Trade	1,074	0.272	292
Retail Trade	252	1.148	289
Finance, Insurance, and Real Estate	198	0.292	58
Services	1,582	0.499	789
Government Services	0	0.451	0
Total Employment by Category Population ⁽⁴⁾			1,820
2021 Total Functional Population ⁽⁵⁾			6,649

1) Source: Table A-1 for population and 2021 Woods & Poole for employment data

2) Source: Table A-5

3) Functional population is calculated by multiplying the baseline data (Item 1) multiplied by the functional resident coefficient (Item 2)

4) The total employment population by category is the sum of the employment figures from the nine employment categories (e.g., natural resources, construction, etc.)

5) The total functional population is the sum of the residential functional population and the employment functional population

Table A-7
Functional Population (2000 - 2045)

Year	Town of Pembroke Park
2000	6,421
2001	6,774
2002	6,747
2003	6,707
2004	5,822
2005	5,898
2006	5,839
2007	5,857
2008	6,220
2009	6,214
2010	6,282
2011	6,276
2012	6,282
2013	6,383
2014	6,357
2015	6,421
2016	6,504
2017	6,556
2018	6,569
2019	6,595
2020	6,443
2021	6,649
2022	6,696
2023	6,743
2024	6,790
2025	6,838
2026	6,886
2027	6,934
2028	6,983
2029	7,032
2030	7,081
2031	7,123
2032	7,166
2033	7,209
2034	7,252
2035	7,288
2036	7,324
2037	7,361
2038	7,398
2039	7,435
2040	7,465
2041	7,495
2042	7,525
2043	7,555
2044	7,585
2045	7,615

Source: Table A-6 for 2021. Other years are based on growth rates of the weighted seasonal population (Table A-1)

Functional Residents by Specific Land Use Category

When a wide range of land uses impact services, an estimate of that impact is needed for each land use. This section presents functional population coefficient estimates by residential and non-residential land uses.

Residential and Transient Land Uses

As mentioned previously, different functional population coefficients need to be developed for each impact fee service area to be analyzed. For residential and transient land uses, these coefficients are displayed in Table A-8. Besides the residential land uses, Table A-8 includes transient land uses, such as hotels, motels, congregate care facilities (CCF), and nursing homes. Secondary sources, such as the Greater Fort Lauderdale Convention & Visitors Bureau and Florida Department of Elderly Affairs are used to determine the occupancy rate for hotel, motels, CCF, and nursing homes.

Non-Residential Land Uses

A similar approach is used to estimate functional residents for non-residential land uses. Table A-9 presents basic assumptions and calculations, such as trips per unit, trips per employee, employees per impact unit, one-way trips per impact unit, worker hours, occupants per vehicle trip, visitors (patrons, etc.) per impact unit, visitor hours per trip, and days per week for non-residential land uses. The final column shows the estimated functional resident coefficients by land use. These coefficients by land use create the demand component for the select impact fee programs and will be used in the calculation of the impact fee per unit for each land use category in the select impact fee schedules.

Table A-8
Functional Residents for Residential and Transient Land Uses

Residential Land Use	Impact Unit	ITE LUC ⁽¹⁾	Residents/Visitors Per Unit ⁽²⁾	Occupancy Rate ⁽³⁾	Adjusted Residents Per Unit ⁽⁴⁾	Visitor Hours at Place ⁽⁵⁾	Workers Per Unit ⁽⁶⁾	Work Day Hours ⁽⁷⁾	Days Per Week ⁽⁸⁾	Functional Residents Per Unit ⁽⁹⁾
Residential:										
Single Family:										
- Less than 1,500 sf	du	210	3.25	-	-	-	-	-	-	2.17
- 1,500 to 2,499 sf	du	210	3.61	-	-	-	-	-	-	2.41
- 2,500 sf and greater	du	210	4.04	-	-	-	-	-	-	2.69
Multi-Family (Apartment/Condominium/Townhouse)	du	220/221/222	3.30	-	-	-	-	-	-	2.20
Mobile Home	du	240	0.74	-	-	-	-	-	-	0.49
Transient, Assisted, Group:										
Congregate Care Facility/Continuing Care Retirement Center	du	253/255	1.55	80%	1.24	16	0.56	9	7	1.04
Hotel	room	310	1.98	78%	1.54	12	0.56	9	7	0.98
Motel	room	320	1.98	78%	1.54	12	0.13	9	7	0.82
Nursing Home	bed	620	1.00	80%	0.80	20	0.92	9	7	1.01
(1) Land use code from the Institute of Transportation Engineers (ITE) Trip Generation Handbook, 11th Edition (2) Estimates for the residential and congregate care facility/continuing care retirement center land use from Table A-2; estimate used for assisted living/ nursing home land use is based on 1 person per bed; and estimates for the hotel and motel land use is based on average party size for 2015 through 2019 obtained from Greater Fort Lauderdale Convention & Visitors Bureau. (3) Source for hotel/motel occupancy: Greater Fort Lauderdale Convention & Visitors Bureau. Average hotel/motel occupancy rate for 2015 through 2019. Source for nursing home occupancy rate is the Florida Department of Elderly Affairs, Broward County Profile. Average occupancy rate for 2017 through 2021. (4) Residents per unit times occupancy rate (Item 3) (5), (7), (8) Estimated (6) Adapted from ITE Trip Generation Handbook, 11th Edition (9) For residential this is Residents Per Unit times 0.667. For Transient, Assisted, and Group it is: $\frac{[(\text{Adjusted Residents per Unit} \times \text{Hours at Place} \times \text{Days per Week}) + (\text{Workers Per Unit} \times \text{Work Hours Per Day} \times \text{Days per Week})]}{(24 \text{ Hours per Day} \times 7 \text{ Days per Week})}$										

Table A-9
Functional Resident Coefficients for Non-Residential Land Uses

ITE LUC ⁽¹⁾	Land Use	Impact Unit	Trips Per Unit ⁽²⁾	Trips Per Employee ⁽³⁾	Employees Per Unit ⁽⁴⁾	One-Way Factor @ 50% ⁽⁵⁾	Worker Hours ⁽⁶⁾	Occupants Per Trip ⁽⁷⁾	Visitors ⁽⁸⁾	Visitor Hours Per Trip ⁽⁹⁾	Days Per Week ⁽¹⁰⁾	Functional Residents per Unit ⁽¹¹⁾
RECREATIONAL:												
411	Public Park	acre	0.78	59.53	0.01	0.39	9	1.87	0.72	1.50	7	0.05
416	RV Park	site	1.62	n/a	1.20	0.81	9	1.87	0.31	1.50	7	0.47
445	Movie Theater	screen	114.83	53.12	2.16	57.42	9	1.87	105.22	1.00	7	5.19
492	Health/Fitness Club	1,000 sf	34.50	27.25	1.27	17.25	9	1.87	30.99	1.50	7	2.41
INSTITUTIONAL:												
520	Elementary School (Private)	student	2.27	22.50	0.10	1.14	9	1.11	1.17	2.00	5	0.10
522	Middle School (Private)	student	2.10	23.41	0.09	1.05	9	1.11	1.08	2.00	5	0.09
525	High School (Private)	student	1.94	21.95	0.09	0.97	9	1.11	0.99	2.00	5	0.08
540	University/Junior College (7,500 or fewer students) (Private)	student	2.00	11.75	0.17	1.00	9	1.11	0.94	2.00	5	0.10
550	University/Junior College (more than 7,500 students) (Private)	student	1.50	11.75	0.13	0.75	9	1.11	0.70	2.00	5	0.08
560	Church	1,000 sf	7.60	20.64	0.37	3.80	9	1.79	6.43	1.00	7	0.41
565	Day Care Center	1,000 sf	49.63	21.38	2.32	24.82	9	1.79	42.11	0.15	5	0.81
MEDICAL:												
610	Hospital	1,000 sf	10.77	3.77	2.86	5.39	9	1.54	5.44	1.00	7	1.30
630	Clinic	1,000 sf	37.39	13.90	2.69	18.70	9	1.54	26.11	1.00	5	1.50
OFFICE:												
710	General Office	1,000 sf	10.84	3.33	3.26	5.42	9	1.27	3.62	1.00	5	0.98
720	Medical Office 10,000 sq ft or less	1,000 sf	23.83	8.71	2.74	11.92	9	1.54	15.62	1.00	5	1.20
720	Medical Office greater than 10,000 sq ft	1,000 sf	34.21	8.71	3.93	17.11	9	1.54	22.42	1.00	5	1.72
RETAIL:												
813	Discount Superstore	1,000 sf	50.58	21.90	2.31	25.29	9	1.72	41.19	0.50	7	1.72
822	Retail/Shopping Center (less than 40,000 sfgla)	1,000 sfgla	54.45	17.42	3.13	27.23	9	1.72	43.71	0.50	7	2.08
821	Retail/Shopping Center (40,000 sfgla to 150,000 sfgla)	1,000 sfgla	67.52	17.42	3.88	33.76	9	1.72	54.19	0.50	7	2.58
820	Retail/Shopping Center (greater than 150,000 sfgla)	1,000 sfgla	37.01	17.42	2.12	18.51	9	1.72	29.72	0.50	7	1.41
840/841	New/Used Auto Sales	1,000 sf	24.58	11.84	2.08	12.29	9	1.72	19.06	1.00	7	1.57
850	Supermarket	1,000 sf	94.48	43.86	2.15	47.24	9	1.72	79.10	0.50	7	2.45
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	103.86	69.17	1.50	51.93	9	1.72	87.82	0.35	7	1.84
890	Furniture Store	1,000 sf	6.30	10.93	0.58	3.15	9	1.72	4.84	0.50	7	0.32
SERVICES:												
912	Bank/Savings Drive-In	1,000 sf	103.73	32.73	3.17	51.87	9	1.72	86.05	0.15	6	1.48
931	Fine Dining/Quality Restaurant	1,000 sf	86.03	17.90	4.81	43.02	9	2.32	95.00	1.00	7	5.76
932	High-Turn Over Restaurant	1,000 sf	103.46	21.26	4.87	51.73	9	2.32	115.14	0.75	7	5.42
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	479.17	44.52	10.76	239.59	9	2.32	545.09	0.25	7	9.71
942	Automobile Care Center	1,000 sf	28.19	14.30	1.97	14.10	9	1.72	22.28	1.00	7	1.67
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	172.01	275.78	0.62	86.01	9	1.72	147.32	0.20	7	1.46
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	264.38	241.21	1.10	132.19	9	1.72	226.27	0.20	7	2.30
945	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	345.75	241.21	1.43	172.88	9	1.72	295.92	0.20	7	3.00

Table A-9 (Continued)
Functional Resident Coefficients for Non-Residential Land Uses

ITE LUC ⁽¹⁾	Land Use	Impact Unit	Trips Per Unit ⁽²⁾	Trips Per Employee ⁽³⁾	Employees Per Unit ⁽⁴⁾	One-Way Factor @ 50% ⁽⁵⁾	Worker Hours ⁽⁶⁾	Occupants Per Trip ⁽⁷⁾	Visitors ⁽⁸⁾	Visitor Hours Per Trip ⁽⁹⁾	Days Per Week ⁽¹⁰⁾	Functional Residents per Unit ⁽¹¹⁾
SERVICES (continued):												
947	Self-Service Car Wash	service bay	43.94	n/a	0.50	21.97	9	1.72	37.29	0.50	7	0.96
INDUSTRIAL:												
110	General Light Industrial	1,000 sf	4.87	3.10	1.57	2.44	9	1.46	1.99	1.00	5	0.48
140	Manufacturing	1,000 sf	4.75	2.51	1.89	2.38	9	1.46	1.58	1.00	5	0.55
150	Warehousing	1,000 sf	1.71	5.05	0.34	0.86	9	1.46	0.92	0.75	5	0.11
151	Mini-Warehouse	1,000 sf	1.46	61.90	0.02	0.73	9	1.46	1.05	0.75	7	0.04
154	High-Cube Transload/Storage	1,000 sf	1.40	5.05	0.28	0.70	9	1.46	0.74	0.75	5	0.09

Sources:

- (1) Land use code found in the Institute of Transportation Engineers (ITE) Trip Generation Handbook, 11th Edition
(2) Institute of Transportation Engineers (ITE) Trip Generation Handbook, 11th Edition and Tindale Oliver database
(3) Trips per employee from ITE Trip Generation Handbook, 11th Edition, when available
(4) Trips per impact unit divided by trips per person (usually employee). When trips per person are not available, the employees per unit is estimated.
(5) Trips per unit (Item 2) multiplied by 50 percent
(6), (9), (10) Estimated
(7) Nationwide Personal Transportation Survey
(8) [(One-way Trips/Unit X Occupants/Trip) - Employees].
(11) [(Workers X Hours/Day X Days/Week) + (Visitors X Hours/Visit X Days/Week)]/(24 Hours x 7 Days)

Table A-10
Weighted Seasonal Population Projections

Year	Permanent Population ⁽¹⁾	Seasonal Population ⁽²⁾	Total Weighted Season Population ⁽³⁾
2000	6,299	701	7,000
2001	6,643	739	7,382
2002	6,618	737	7,355
2003	6,577	732	7,309
2004	5,706	635	6,341
2005	5,782	643	6,425
2006	5,722	637	6,359
2007	5,739	639	6,378
2008	6,095	678	6,773
2009	6,088	677	6,765
2010	6,102	736	6,838
2011	6,099	735	6,834
2012	6,103	736	6,839
2013	6,201	748	6,949
2014	6,174	744	6,918
2015	6,236	752	6,988
2016	6,318	761	7,079
2017	6,368	768	7,136
2018	6,384	769	7,153
2019	6,408	772	7,180
2020	6,260	755	7,015
2021	6,461	779	7,240
2022	6,507	785	7,292
2023	6,552	790	7,342
2024	6,598	795	7,393
2025	6,646	801	7,447
2026	6,691	806	7,497
2027	6,738	812	7,550
2028	6,784	818	7,602
2029	6,831	823	7,654
2030	6,876	829	7,705
2031	6,915	834	7,749
2032	6,954	838	7,792
2033	6,993	843	7,836
2034	7,032	848	7,880
2035	7,070	852	7,922
2036	7,103	856	7,959
2037	7,136	860	7,996
2038	7,170	864	8,034
2039	7,204	869	8,073
2040	7,236	872	8,108
2041	7,266	876	8,142
2042	7,295	879	8,174
2043	7,325	883	8,208
2044	7,355	887	8,242
2045	7,385	890	8,275

- 1) Source: 2000 through 2019 is the U.S. Census and the Bureau of Economic and Business Research (BEBR). 2020 is the 2020 U.S. Census Bureau estimate.
- 2) Source: Seasonal population is estimated by multiplying permanent population (Item 1) by the ratio of seasonal to permanent population from the 2000 U.S. Census for years 2001-2009 and the 2010 U.S. Census for years 2011-2045. The figures are weighed by 0.42 to account for seasonal residents only residing in the Town for a portion of the year (assume 5 months; 5 months divided by 12 months = 0.42).
- 3) Sum of permanent population (Item 1) and seasonal population (Item 2)

Appendix B
Cost Component -- Building and Land Values
Supplemental Information

Appendix B: Building and Land Values

This Appendix provides a summary of building and land value estimates for general government facilities. This analysis reviews any local data available and supplements this with data from other Florida jurisdictions as appropriate.

Building Values

As part of the cost estimate for government buildings the following was considered:

- Within the past five years, the Town of Pembroke Park did not build any new government buildings
- Although there are plans to renovate the Town Hall to create new office space for the new police department, the cost associated with renovations tends to be not reflective of new construction.
- The insurance values of government buildings averaged \$139 per square foot. Insurance values are considered to be conservative estimates since insurance companies do not need to insure certain parts of the building, such as the foundation, etc. Typically, they are 20 percent to 40 percent below the actual cost. After adjusting this estimate by 30 percent to account for these additional costs, the revised value is \$181 per square foot.
- Tindale Oliver supplemented the local data with cost estimates utilized in recently completed government buildings impact fee studies. This analysis reviewed data from studies conducted between 2014 and 2020, which ranged from \$155 per square foot to \$300 per square foot for building cost only.

Given this information, a building cost estimate of \$175 per square foot is found to be a reasonable, if not conservative, estimate for impact fee calculations purposes.

Land Values

The land value estimate for general government facilities is based on the following:

- There were no recent purchases or estimates for upcoming purchases.
- The value of land where the Town Hall is located is estimated at \$218,000 per acre by the Broward County Property Appraiser (BCPA).
- Vacant land sales of similarly sized parcels in the Town between 2000 and 2020 averaged \$543,000 per acre with a median value of \$558,000 per acre for all vacant land use types.

- Similarly, the value of vacant land reported by BCPA averaged \$588,000 per acre with a median value of \$646,000 per acre for vacant properties that are 0.05 to 5 acres.

Given this information and based on discussions with representatives from the Town, an average land value of **\$200,000 per acre** is determined to be a reasonable and conservative estimate for general government facilities impact fee calculation purposes.



Town of Pembroke Park, Florida

SEWER AND STORMWATER IMPACT FEE STUDY

December 6, 2021

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EXECUTIVE SUMMARY

Tindale Oliver and GovRates have completed our review of the sewer and stormwater impact fees for the Town of Pembroke Park (the "Town") and have prepared this report which summarizes our analyses, findings, and recommendations. The purpose of this study was to review the existing impact fees and to make recommendations regarding the level of charges that should reasonably be in effect consistent with i) the utility assets installed by the Town; ii) any capital expenditure requirements identified in a multi-year capital improvement program; iii) Florida statutory and case law; iv) accepted utility industry guidelines and practices regarding such fees; and v) Town management objectives. Our team also reviewed the methodology for charging the fees to different customer classes.

The Town's sewer impact fees (referred to by Town resolution as "sanitary sewer capital improvement charges") were last adjusted in October 2003. The proposed sewer impact fees, based on the analyses and assumptions as documented in this report, are summarized in Table ES-1 following this letter. As shown in Table ES-1, the calculated sewer impact fee per residential dwelling unit of \$705 is only \$38 or 5.7% higher than the existing sewer impact fee of \$667 per dwelling unit even though the fees have not been reviewed for many years. There are two primary reasons for the marginal increase. First, a level of service standard of 147 gallons per day (gpd), or about 4,500 gallons per month, per sewer equivalent residential connection (ERC) was used to calculate the sewer impact fees instead of the 350 gpd currently recognized in the Town's Code of Ordinances. Broward County, which provides water service to the Town, uses 147 gpd as its sewer level of service and our team considers that this level of service is a reasonable representation of water use that returns to the sewer system (i.e., indoor water use).

The second reason for the marginal increase is that the Town has been successful in securing a significant amount of grant funding for its sewer capital infrastructure. The costs of grant-funded and contributed infrastructure are ineligible to be recovered through impact fees because the Town did not incur the cost.

As indicated in Table ES-1, it is proposed that the Town switch from an acres approach to a meter-based methodology for charging sewer impact fees to nonresidential development. The City of Hollywood, which treats the Town's wastewater, has the same meter-based methodology. Charging impact fees based on meter size is widely accepted in the utility industry and is extensively covered in leading industry ratemaking manuals such as the American Water Works Association's M1 Manual.

With respect to the Town's stormwater impact fees (referred to by Town resolution as "stormwater drainage facilities fees"), these fees were last adjusted in August 2003. The proposed stormwater impact fees are also summarized in Table ES-1 following this letter. The calculated fee of \$807 per dwelling unit is lower than the existing fee of \$897 per dwelling unit. The calculated fees are lower than the existing fees because the Town has been successful in securing a significant amount of grant funding for its stormwater capital infrastructure. As previously mentioned, the costs of grant-funded and contributed infrastructure are ineligible to be recovered through impact fees because the Town did not incur the cost.

As shown in Table ES-1, it is proposed that the Town change from an acres approach to an Equivalent Residential Unit (ERU) based methodology for charging stormwater impact fees to nonresidential development. The ERU basis, under which one (1) ERU is considered to be the statistical average impervious area of residential developed property per dwelling unit within the Town, is the most common approach used among stormwater utilities for charging stormwater rates. The Town's monthly stormwater assessment is based on the number of ERU's for each customer. Switching to an ERU approach for charging impact fees provides consistency with the Town's stormwater assessment methodology.

Based on the information provided by the Town as well as other data and analysis outlined in this report, our team considers the calculated sewer and stormwater impact fees to be reasonable and in compliance with applicable statutory and case law. The Town may be able to implement the higher sewer impact fees immediately based on legal opinions our team has received that the increase limitations imposed by the Florida Impact Fee Act (Section 163.31801 of the Florida Statutes) do not apply to water and sewer impact fees. However, all of the Town's sewer customers must be notified of the public hearing to consider the sewer impact fee increases pursuant to Florida Statute 180.136 which states:

180.136 Water or sewer utilities; notice.—Before a local government water or sewer utility increases any rate, charge, or fee for water or sewer utility service, the utility shall provide notice of the proposed increase to each customer of the utility through the utility's billing process. The notice shall state the date, time, and place of the meeting of the governing board of the local government at which such increase will be considered. The notice required in this section is in addition to any notice and public meeting requirements for ordinance adoption as provided by general law.

With respect to the stormwater impact fees, although the calculated residential fee per dwelling unit is lower than the existing fee, there is a possibility that a nonresidential development's ERU's would result in a higher stormwater impact fee than under the current approach. As such, for each nonresidential development, the Town should compare the updated stormwater impact fees calculated under the ERU approach with the existing stormwater fees calculated under the acres approach. If the difference exceeds the increase limitations of the Florida Impact Fee Act, only the maximum amount allowed should be charged.

It is recommended that the Town develop a plan for spending any impact fees collected since impact fees have restricted uses. In general, impact fees can pay for growth-related projects or growth-related debt service.

Our team greatly appreciates the opportunity to be of service to the Town and would like to thank the Town management and staff for their tremendous assistance and cooperation during the course of the sewer and stormwater impact fee review.

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Table ES-1
Town of Pembroke Park, Florida
Sewer and Stormwater Impact Fee Study

Summary of Existing and Calculated
Sewer and Stormwater Impact Fees

SEWER IMPACT FEES

Existing Sewer Impact Fees:

Nonresidential	\$5,887 per Acre
Residential	\$667 per Dwelling Unit

Sewer Impact Fee Schedule With Calculated Fees:

Description	Meter Equivalent Factor	Sewer Impact Fee
Residential Per Dwelling Unit	1.0	\$705
Nonresidential		
5/8" or 3/4" Meter	1.0	\$705
1" Meter	2.5	1,763
1-1/2" Meter	5.0	3,525
2" Meter	8.0	5,640
3" Meter	16.0	11,280
4" Meter	25.0	17,625
6" Meter	50.0	35,250
8" Meter	80.0	56,400

STORMWATER IMPACT FEES

Existing Stormwater Impact Fees:

Nonresidential	\$6,727.50 per Acre
Residential	\$897 per Dwelling Unit
	Minimum 1 ERU

Calculated Stormwater Impact Fees:

Nonresidential	\$807 per ERU
Residential	\$807 per Dwelling Unit
	Minimum 1 ERU

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APPENDIX A: EXISTING SEWER IMPACT FEE RESOLUTION

APPENDIX B: EXISTING STORMWATER IMPACT FEE RESOLUTION

IMPACT FEE ANALYSIS

IMPACT FEE ANALYSIS

Background on Sewer and Stormwater Impact Fees

Tindale Oliver and GovRates have completed a review of the impact fees ("Impact Fees") for the sewer system and stormwater system of the Town of Pembroke Park (the "Town"). Historically, the Town has utilized sanitary sewer capital improvement charges ("Sewer Impact Fees") and stormwater drainage facilities fees ("Stormwater Impact Fees") to fund a portion of constructing the infrastructure requirements associated with new growth.

The purpose of Impact Fees is to assign the proportionate share of growth-related capital costs to new customers benefiting from such additional costs. This practice has been referred to as "growth paying its own way" without existing user cost burdens.

The initial precedent for Impact Fees in Florida was set in the Florida Supreme Court decision *Contractors and Builders Association of Pinellas Authority v. The Authority of Dunedin, Florida*. In this case, the Court's ruling found that an equitable cost recovery mechanism, such as Impact Fees, could be levied for a specific purpose by a Florida municipality as a capital charge for services. On June 14, 2006, new Impact Fee legislation became effective as Chapter 2006-218, Laws of Florida, and was later incorporated in Section 163.31801 of the Florida Statutes. These new Impact Fee laws, which were labeled as the "Florida Impact Fee Act," recognize that Impact Fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Florida Impact Fee Act has subsequently been amended in May 2009 with Florida House Bill 227, in July 2019 with Florida House Bill 207, and in June 2021 with Florida House Bill 337. The act states that an Impact Fee adopted by ordinance of a county or municipality, or by resolution of a special district, must meet the following minimum requirements:

- The Impact Fee must be calculated based on the most recent and localized data.
- The local government must provide for accounting and reporting of Impact Fee collections and expenditures in a separate accounting fund.
- The local government must limit administrative charges for the collection of Impact Fees to actual costs.
- The local government must provide notice no less than 90 days before the effective date of an ordinance or resolution imposing a new or amended Impact Fee. However, a county or municipality is not required to wait 90 days to decrease, suspend, or eliminate an Impact Fee.

- The local government may not require payment of the Impact Fee before the date of issuance of the building permit.
- The Impact Fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the construction.
- The Impact Fee must be reasonably connected to, or have a rational nexus with, the expenditures of the revenues generated and the benefits accruing to the new construction.
- The local government must specifically earmark revenues generated by the impact fees to acquire, construct, or improve capital facilities to benefit new users.
- The local government may not use revenues generated by the Impact Fees to pay existing debt or for previously approved projects unless the expenditures are reasonably connected to, or have a rational nexus with, the increased impact generated by the new construction.

The Florida Impact Fee Act also states:

"In any action challenging an impact fee, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent or this section. The court may not use a deferential standard."

Florida House Bill 337 added the following Impact Fee increase limitations:

- An increase in the Impact Fee of not more than 25% must be implemented in two equal annual increments.
- An increase in the Impact Fee greater than 25% but not more than 50% must be implemented in four equal installments.
- An Impact Fee increase may not exceed 50% of the current fee.
- An Impact Fee may not be increased more than once every 4 years.

HOWEVER, a local government can increase impact fees beyond the phase-in limitations if:

- A demonstrated needs study has been completed within the past 12 months that expressly demonstrates extraordinary circumstances necessitating the need to exceed the phase-in limitations.
- The local government holds two publicly noticed workshops dedicated to the extraordinary circumstances.
- The Impact Fee increases is approved by at least a two-thirds vote of the governing body.

The Florida Impact Fee Act also states that "This section does not apply to water and sewer connection fees." Based on legal opinions that our team has received, many provisions of the Florida Impact Fee Act – including the increase limitations – apply only to the Town's Stormwater Impact Fee and not the Sewer Impact Fee. According to the legal opinions:

Impact Fees have been defined as "scheduled charges applied to new development to generate revenue for the construction or expansion of capital facilities located outside the boundaries of the new development (off-site) that benefit the contributing development." Ronald H. Rosenberg, *The Changing Culture Of American Land Use Regulation: Paying For Growth With Impact Fees*, 59 S.M.U. L.Rev. 177, 206 (Winter 2006) (citing James C. Nicholas, Arthur C. Nelson & Julian C. Juergensmeyer, *A Practitioner's Guide to Development Impact Fees* 1–2 (1991)).

"Impact fees, which include connection fees, are the method by which a new user of a municipally-owned water or sewer system pays his or her fair share of the costs that the new use of the system involves." See *Contractors & Builders Ass'n v. City of Dunedin*, 329 So.2d 314 (Fla.1976).

"A connection fee is generally considered to be a type of impact fee charged by utility companies for initiating new service." See, e.g., *Save Our Septic Sys. Comm., Inc. v. Sarasota Cnty.*, 957 So.2d 671 (Fla. 2d DCA 2007); *City of Zephyrhills v. Wood*, 831 So.2d 223, 224 (Fla. 2d DCA 2002).

The Florida Impact Fee Act legislation was apparently written based upon a particular jurisdiction which referred to their water and sewer "capacity charges" as "water and sewer connection fees" but the intent was to exempt water and sewer impact fees (or "capacity charges") regardless of what they are called.

Based on Florida statutory and case law, certain conditions are required to develop a valid Impact Fee:

- 1. The Impact Fee must meet the "dual rational nexus" test.** First, Impact Fees are valid when a reasonable impact or rationale exists between the anticipated need for capital facilities and the growth in population. Second, Impact Fees are valid when a reasonable association, or rational nexus, exists between the expenditure of the Impact Fee proceeds and the benefits accruing to the development from use of those proceeds.
- 2. The system of Impact Fees and related charges should be set up so that there is not an intentional windfall to existing users.**
- 3. The Impact Fee should only cover the capital cost of construction and related costs (engineering, legal, financing, administrative, etc.) for capital expansions or other capital requirements to serve growth.** Expenses for rehabilitation or replacement of a facility benefiting the existing customers (e.g., replacement of a capital asset) or an increase in the level of service should be borne by all users of the facility (i.e., existing and future users to the extent that capacity is available in such facilities to serve growth). Similarly, increased

expenses due to operation and maintenance of that facility should be borne by the existing users of the utility and are not a cost component of the derivation of the Impact Fees.

- 4. An Impact Fee resolution or ordinance should be maintained that explicitly restricts the use of Impact Fees collected and requires Impact Fee revenue to be set aside in a separate account.** Separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described above.

The courts, recent legislation, and industry practices have addressed three areas associated with the development of Impact Fees. These areas include i) the "fair share" concept relating to payment of the fee by the affected property owners; ii) the "rational nexus" concept, which focuses on the expenditure or purpose of the fee; and iii) the consideration of credits that recognize appropriate fee offsets (e.g., grant-funded infrastructure).

The fair share concept addresses the fact that the fee can only be used for capital expenditures attributable to new growth. The fee cannot be used to finance level of service deficiencies or the replacement of existing facilities required to provide services to the existing system users. Typical industry practices also allow for establishing different fees for different classes of customers and the ability for the payment of a reduced impact fee if applicants can demonstrate that their development will have smaller impact (or capacity need resulting in a lower allocated capital requirement) than assumed in the fee determination. Additionally, the fair share concept recognizes that the cost of facilities used by both existing customers and new growth must be apportioned between the two user groups such that the user groups are treated equally, and that one group does not intentionally subsidize the other.

The rational nexus concept requires that there be a reasonable relationship between the need for capital facilities and the benefits to be received by new development for which the fee will be expended or applied. The Town's existing infrastructure and the corresponding financing and management of such infrastructure is on a system-wide basis. And as such, the Impact Fees were calculated on a System-wide basis. The second nexus condition recognizes that the property must receive a benefit from the public services for which the fee is being applied. The sewer and stormwater facilities are used by and are constructed on behalf of all the property within the Town's service area and benefit both residential and commercial customers. As such, all new growth requesting capacity from the utility system is subject to the application of the Impact Fees.

Credit or fee offsets recognize that credits should be applied to an Impact Fee if an agency has received property in the form of cost-free capital or if there is a specific revenue (e.g., taxes) that will be used for the growth-driven capital expenditures for which the impact fee was designed. Examples of cost-free capital include grants, property contributions by developers, infrastructure funded from external sources (assessments), and other sources that provide funds toward the capital expenditures for which the impact fee was designed to recover. These

credits allow for the recovery of costs to serve new development through impact fees net of such cost-free capital. The calculated Sewer and Stormwater Impact Fees recognize the above-referenced issues.

Existing Sewer and Stormwater Impact Fees

The Town's Sewer Impact Fees are applicable to the Town's local collection system, which collects and transports the Town's sewage to the City of Hollywood for treatment. The existing Sewer Impact Fees were adopted pursuant to Resolution No. 03-10-05 and became effective on October 1, 2003. The existing fees are as follows:

Existing Sewer Impact Fees

- **Nonresidential:** \$5,887 per acre
- **Residential:** \$667 per dwelling unit

The Town's existing Stormwater Impact Fees were adopted pursuant to Resolution No. 03-08-05 and became effective on August 6, 2003. The existing fees are as follows:

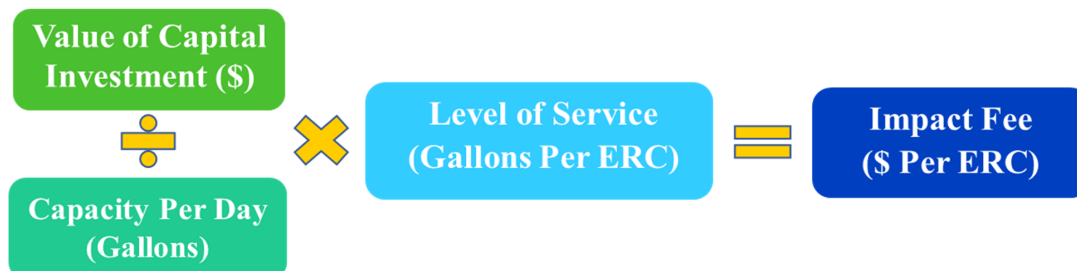
Existing Stormwater Impact Fees

- **Nonresidential:** \$6,727.50 per acre (commercial, industrial, and public/civic)
- **Residential:** \$897 per dwelling unit

Appendix A at the end of this report shows the Town's existing Sewer Impact Fee resolution, while Appendix B at the end of this report shows the Town's existing Stormwater Impact Fee Resolution.

Sewer Impact Fee Development

There are several accepted and reasonable approaches for developing utility impact fees. There are three (3) significant components addressed in the design of the Town's Sewer Impact Fees. These three components include i) the value of the capital investment that may be recovered from a new applicant requesting capacity; ii) the total estimated dependable capacity associated with the capital investment; and iii) the level of service to be apportioned to the applicant that requests the capacity. The recognition of these components provides the general basis to recover the allocated capital investment from a new applicant requesting service and is represented in the following Figure 1:

Figure 1: Sewer Impact Fee Determination Methodology

All of these components are necessary to determine Impact Fee amounts to be charged to new applicants requesting service on an equivalent residential connection (ERC) basis.

Utility Impact Fee calculations are typically based on i) the Buy-in Method; ii) the Improvements Method; or iii) a blended or hybrid approach. The Buy-in (or historical) Method is typically used when the system has sufficient capacity to meet both near-term and long-term capacity needs. New development "buys" a proportionate share of capacity at the value of the existing facilities.

The Improvements Method is based on future capital costs and new capacity determined over a projected period of time. This approach may not account for unused constructed capacity that may be available to serve new development. The Improvements Method is similar to the standards method in that it is based on a future cost; however, it is specific to the utility as opposed to a theoretical construction cost standard.

Since the Town's land mass is fully utilized and the majority of development will be redevelopment and infill, the Buy-In method was utilized for calculating the Sewer Impact Fees.

Sewer Level of Service Requirements

In the evaluation of the capital facility needs for providing utility services, it is critical that a level of service ("LOS") standard be developed. Per Section 163.3164(28) of the Florida Statutes, "level of service" means "an indicator of the extent or degrees of service provided by, or proposed to be provided by a facility, based on and related to the operational characteristics of the facility." A level of service indicates the capacity per unit of demand for each public facility or service. Essentially, the level of service standards are established in order to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits pursuant to Section 163.3202(2)(g) of the Florida Statutes.

For sewer service, the level of service that is commonly used in the industry is the amount of capacity (service) allocable to an ERC expressed as the amount of usage (gallons) allocated on an average daily basis. This allocation of capacity would generally represent the amount of capacity allocable to an ERC, whether or not such capacity is actually used (commonly referred to as "readiness to serve"). An ERC is representative of the average capacity allocated to provide service to a typical individually metered single-family residential account. This class of users is usually the largest number of customers served by a public utility such as the Town's, and such customers generally have the lowest level of usage requirements for a specifically metered account.

An ERC per Section 26-31 of the Town's Code of Ordinances is assumed to have an LOS standard of 350 gpd of sewer treatment and disposal. This LOS standard translates to about 10,500 gallons per month, which may not be a good representation of water use that returns to the sewer system (i.e., indoor water use) based on the most recent and local data.

It is recognized by the utility industry that the average daily water use and corresponding wastewater flows expressed on a "per ERC" basis have declined over the past several years. This decline is due to i) continued water conservation pricing efforts by local governments; ii) improvements in water use requirements for household appliances such as clothes washers and dishwashers, low-flow toilets, and water fixtures; iii) increases in customer densities to reduce the costs of construction that results in less pervious surface to irrigate; and iv) general customer awareness of the need to reduce water use (e.g., installation of xeriscape landscaping).

It is recommended that the Town's sewer LOS standard be reduced to 147 gpd per ERC on an average annual basis, which translates to approximately 4,500 gallons per month. Broward County, which provides water service to the Town, has a sewer LOS standard of 147 GPD. The City of Hollywood, which treats the Town's sewer, uses 5,000 gallons as the average monthly water usage of a single-family residential customer in Hollywood's system.

Sewer ERC Determination Methodology

The Town currently charges Sewer Impact Fees to nonresidential customers on a per acre basis. This approach is not commonly used in the utility industry because it is difficult to link the acres of commercial property with the demand for sewer service. Common ERC determination methodologies include:

- Meter size
- Customer attributes
- Plumbing fixtures
- Estimated flow

There are utilities in Florida that use each of the above methods.

The meter size approach is used by the City of Hollywood, which treats the Town's wastewater. This approach is typically based on the rated maximum flow capacity for each customer's meter size (i.e., the hydraulic capacity of meter), and is generally the easiest method to apply to new development. It is widely referenced in American Water Works Association (AWWA) manuals of practice and is rarely challenged. The shortcoming of this method is that it does not specifically capture any customer capacity diversity differences in end use characteristics of differing facilities with the same meter sizes, especially for large metered customers (greater than 2-inch) (e.g., office building versus restaurant).

The advantage of the attributes method is that it may be a better indicator of actual use compared to a fixture or meter equivalent approach that does not specifically consider how the facility will be used. However, one downside is that compared to fixture counts or meter size, the attributes method can be more administratively burdensome, especially when involving the redevelopment of property. For example, under the attributes method, additional impact fees may be required for the redevelopment of a particular property even if there is no change in meter size or overall number of plumbing fixtures compared to the original development on the property. Under the attributes method, there may be difficulty in surveying the capacity requirements associated with different types of nonresidential establishments (some may not be easily categorized). The capacity assigned to the different attributes may also be unrealistic.

With a plumbing fixture approach, an advantage is that the number of ERC's is based on industry demand standards – each fixture has the potential to require a specific amount of flow, and the ERC value reflects such potential based on the number of fixtures installed on the property. Also, the approach considers the capacity needs on an individual customer basis – the customer-specific capacity analyses based on fixture values link to the customer-specific plumbing attributes. The disadvantage of the fixture count approach is that it may or may not reflect differences in customer end use characteristics. Moreover, there may be potential administrative difficulties in surveying existing establishments.

Under the estimated flow approach, ERC's are determined based on engineering analysis or empirical usage data for actual (similar) customers being served. While this approach may be

reasonable for approximating actual demand, water use as measured by a customer's meter may not necessarily correspond to wastewater demand (due to outdoor / irrigation uses), and the variance of annual usage over time may skew the calculation of demand. Moreover, similar customers could have different plumbing configurations and, hence, differences in potential demand.

Recommendation

As previously mentioned, the City of Hollywood, which treats the Town's wastewater, uses a meter size / meter equivalent methodology for calculating nonresidential Sewer Impact Fees. It is recommended that the Town adopt the same approach. The following Exhibit 1 shows meter equivalent factors implied by the size of the meter serving the premises based on information published by the American Water Works Association (AWWA) regarding meter capacities (e.g., in the Manual of Practice 6 manual entitled *Water Meters*).

Exhibit 1: Meter Equivalent Factors

Meter Size	Rated Gallons Per Minute	Meter Equivalent Factor [*]
5/8-inch or 3/4-inch Meter	20.00	1.0
1-inch Meter	50.00	2.5
1.5-inch Meter	100.00	5.0
2-inch Meter	160.00	8.0
3-inch Meter	300.00	16.0
4-inch Meter	500.00	25.0
6-inch Meter	1,000.00	50.0
8-inch Meter	1,600.00	80.0

[*] Based on the rated gallons per minute (gpm) of each meter size divided by the 20 gpm of the smallest meter size.

Existing Sewer Utility Assets in Service

In the determination of the Impact Fee associated with serving future customers, any capacity of the existing utility system available to serve such growth should be considered. Since this capacity is available to serve the near-term incremental growth of the utility system, it is appropriate to evaluate the capacity availability of such facilities. To evaluate the availability of the existing utility assets to meet future capacity needs during the forecast period, the existing sewer utility assets were reviewed. The Town provided sewer utility asset information reported through September 30, 2020. Each asset was reviewed to determine if it provided a system-wide benefit (benefits future customers) and, as such, was eligible to be included in the Impact Fee

calculations. The original costs of the assets (gross book value) were adjusted based on historical changes in the *Engineering News-Record* Construction Cost Index to derive the current value.

The Town staff provided the assets that were grant-funded, contributed, or acquired through some other cost-free method. The fixed asset analysis is shown in Table 1 at the end of this report.

Based on the "Large User Future Flow Projections" prepared by the City of Hollywood in 2020, the Town's most recent projected flows indicate the need for up to 1.50 million gallons per day (MGD) of average annual daily flow capacity at Hollywood's regional wastewater treatment facility by 2028. This 1.5 MGD of capacity is considered to be the buildout capacity need.

In accordance with the fixed asset analysis and required buildout capacity need, the calculated cost per gallon of Town-owned sewer collection system capacity is shown in the following Exhibit 2:

Exhibit 2:
Calculated Cost Per Gallon of
Town-Owned Sewer Collection System Capacity [1]

Description	Estimated Current Value [2]
Existing Sewer Assets Benefiting New Development:	
Base Cost	\$13,113,657
Less Costs of Grant-Funded or Contributed Infrastructure	(5,922,053)
Adjusted Cost	\$7,191,603
Buildout Capacity Need (Gallons Per Day - Average Daily Flow) [3]	1,500,000
Cost Per Gallon of Capacity	\$4.79

[1] Derived from Table 1 at the end of this report.

[2] Based on historical changes in *Engineering News-Record* Construction Cost Index.

[3] Based on "Large User Future Flow Projections prepared by the City of Hollywood; represents most recent projection of capacity that the Town needs at Hollywood's regional wastewater facility.

As shown in the preceding Exhibit 2, the cost per gallon of capacity was calculated to be \$4.79, which is reasonable. This cost will be applied to the assumed LOS standard per ERC to derive the calculated Sewer Impact Fee per ERC.

Additional Capital Investment – Sewer System

The Town staff is working toward developing a multi-year capital improvement program for the sewer system.



Sewer Impact Fee Calculations

Based on the calculated capacity cost of \$4.79 per gallon and the assumed LOS standard of 147 gpd per ERC, the calculated Sewer Impact Fee per ERC is shown in the following Exhibit 3:

Exhibit 3: Calculated Sewer Impact Fee Per ERC

Description	Amount
Cost Per Gallon of Sewer Collection System Capacity	\$4.79
Level of Service for One (1) ERC (GPD)	147
Calculated Sewer Impact Fee Per ERC (Rounded)	<u>\$705</u>
 Existing Fee Per ERC	 \$667
 Increase / Decrease Compared With Existing Fee	
Amount	\$38
Percent	5.7%

As shown in the previous exhibit, the calculated Sewer Impact Fee per ERC is \$705, which is \$38 or 5.7% higher than the existing fee per ERC. There are two primary reasons for the marginal increase even though the fees have not been reviewed for several years. First, a level of service standard of 147 gallons per day (gpd), or about 4,500 gallons per month, per sewer Equivalent Residential Connection (ERC) was used to calculate the sewer impact fees instead of the 350 gpd currently recognized in the Town's Code of Ordinances. Second, the Town has been successful in securing a significant amount of grant funding for its sewer capital infrastructure. The costs of grant-funded and contributed infrastructure are ineligible to be recovered through impact fees because the Town did not incur the cost.

Sewer Impact Fee Schedule With Calculated Fees

A sewer impact fee schedule is shown in the following Exhibit 4 that represents the calculated Sewer Impact Fee per ERC applied to the meter equivalent factors shown in Exhibit 1 and discussed in the section of this report entitled "Sewer ERC Determination Methodology."

**Exhibit 4:
Sewer Impact Fee Schedule With Calculated Fees**

Description	Meter Equivalent	
	Factor	Sewer Impact Fee
Residential Per Dwelling Unit	1.0	\$705
Nonresidential		
5/8" or 3/4" Meter	1.0	\$705
1" Meter	2.5	1,763
1-1/2" Meter	5.0	3,525
2" Meter	8.0	5,640
3" Meter	16.0	11,280
4" Meter	25.0	17,625
6" Meter	50.0	35,250
8" Meter	80.0	56,400

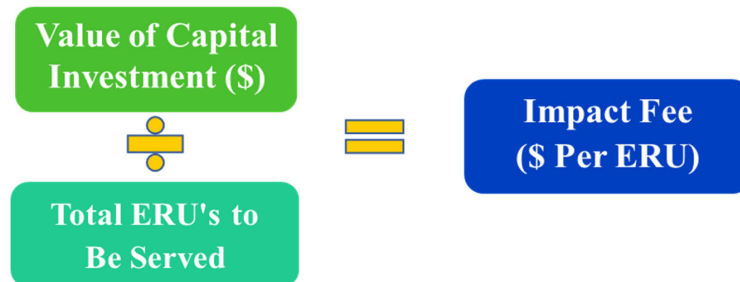
Based on our knowledge of sewer impact fees charged throughout the State of Florida, the calculated sewer impact fees are within the range of fees adopted by other Florida jurisdictions. Some reasons why Impact Fees differ among utilities:

- Type and complexity of treatment process.
- Effluent disposal method.
- Density of service area.
- Availability of grant funding to finance capital assets / capital program.
- Age of system.
- Utility life cycle (e.g., growth-oriented vs. mature).
- Level of service standards.
- Impact fee calculation approach.
- Administrative policies.

Stormwater Impact Fee Development

There are several accepted and reasonable approaches for developing stormwater impact fees. Per discussions with the Town staff, the total impervious area within the Town's stormwater service area is unavailable at this time. There are two (2) significant components addressed in the design of the Town's Stormwater Impact Fees. These two components include i) the value of the capital investment that may be recovered from a new applicant requesting capacity; and ii) the total number of equivalent residential units (ERU's) served. The recognition of these components provides the general basis to recover the allocated capital investment from a new applicant requesting service and is represented in the following Figure 2:



Figure 2: Stormwater Impact Fee Determination Methodology

Since the Town's land mass is fully utilized and the majority of development will be redevelopment and infill, the Buy-In method was utilized for calculating the Stormwater Impact Fees. The Buy-in (or historical) Method is typically used when the system has sufficient capacity to meet both near-term and long-term capacity needs. New development "buys" a proportionate share of capacity at the value of the existing facilities.

Stormwater ERU Determination Methodology

The Town currently charges Stormwater Impact Fees to nonresidential customers on a per acre basis. A more common approach for both Stormwater Impact Fees and stormwater assessments is an ERU-based approach, and it is recommended that the Town switch to this approach. One (1) ERU is considered to be the statistical average impervious area of residential developed property per dwelling unit within the Town. Per Section 26-101 of the Town's Code of Ordinances, one (1) ERU is defined as 1,548 impervious square feet within the Town. This amount of impervious square feet per ERU is within the range of what other municipalities in Broward County have recognized.

Existing Stormwater Utility Assets in Service

The Town provided reported stormwater utility asset information through September 30, 2020. Each asset was reviewed to determine if it provided a system-wide benefit (benefits future customers) and, as such, was eligible to be included in the Impact Fee calculations. The original costs of the assets (gross book value) were adjusted based on historical changes in the *Engineering News-Record* Construction Cost Index to derive the current value.

The Town staff provided the assets that were grant-funded, contributed, or acquired through some other cost-free method. The fixed asset analysis is shown in Table 2 at the end of this report.

Additional Capital Investment – Stormwater System

The Town staff has budgeted a master plan update for the stormwater system in Fiscal Year 2022 and is working toward developing a multi-year capital improvement program for the system.

Calculated Stormwater Impact Fees

According to the Broward County billing records for Town stormwater service, the Town has about 11,600 ERU's. As previously mentioned, the Town is in a redevelopment and infill phase of development. Based on the fixed asset analysis for the stormwater system, the calculated Sewer Impact Fee per ERU is shown in the following Exhibit 5:

Exhibit 5: Calculated Stormwater Impact Fee Per ERU [1]

Description	Estimated Current Value [2]
Existing Stormwater Assets Benefiting New Development:	
Base Cost	\$16,323,362
Less Costs of Grant-Funded or Contributed Infrastructure	(6,964,860)
Adjusted Cost	\$9,358,503
Total ERU's Served Per Town's Billing Records	11,600
Cost Per ERU (Rounded)	\$807

[1] Derived from Table 2 at the end of this report.

[2] Based on historical changes in *Engineering News-Record* Construction Cost Index.

As shown in the previous exhibit, the calculated Stormwater Impact Fee per ERU is \$807, which is lower than the existing fee of \$897 per ERU. The calculated fee is lower than the existing fee because the Town has been successful in securing a significant amount of grant funding for its stormwater capital infrastructure. The costs of grant-funded and contributed infrastructure are ineligible to be recovered through impact fees because the Town did not incur the cost.

The calculated Stormwater Impact Fees applied to an ERU-based methodology are as follows:

Calculated Stormwater Impact Fees with ERU-Based Methodology

- **Nonresidential:** \$807 per ERU (commercial, industrial, and public/civic)
- **Residential:** \$807 per dwelling unit
- **Minimum 1 ERU**

Conclusions and Recommendations

Based on our review of the Town's Sewer and Stormwater Impact Fees, Tindale Oliver and GovRates offer the following conclusions and recommendations:



1. This study updated the Town's Sewer and Stormwater Impact Fees based on the most recent and localized data available at the time of the study.
2. It is recommended that, for Impact Fee calculation purposes, the LOS standard for sewer service be reduced to 147 gpd (average day) for a sewer ERC. The lowering of the LOS standard is consistent with nationwide trends as discussed in this report and is consistent with the practices of Broward County, which provides water service to the Town, and the City of Hollywood, which treats the Town's wastewater.
3. It is recommended that the Town regularly update its Impact Fees as plans or costs change, or as allowed per Florida law.
4. It is recommended that the Town ensure that it has an adequate process for an applicant to submit an alternative Impact Fee calculation. A formal alternative Impact Fee submission procedure provides the applicant with a means to justify having a lower Impact Fee if he or she believes that the development would have a lower impact on either the sewer or stormwater system.
5. It is recommended that the Town consider adopting the schedules based on the calculated Impact Fees as shown in Table ES-1 of this report.

ANALYSIS TABLES

Table 1
Town of Pembroke Park, Florida
Sewer and Stormwater Impact Fee Study

Summary of Existing Sewer Utility Assets

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Line No.	System	Asset Class	Asset Number	Book Period	Description	Acquired	Acquired Date	Index Value	Acquisition Amount	Estimated Current Value	Sewer	
								at Acq. Date			System-Wide Benefit	General
Current Index Value:								11466				
Fixed Assets as of September 30, 2020 [1]												
1	Sewer	Infrastructure	1.000	20	Intangible Assets	PRCH	10/01/1974	2020	\$ 32,428	\$ 184,064	\$ -	\$ 184,064
2	Sewer	Infrastructure	2.000	20	Sewer Pump Station	PRCH	10/01/1974	2020	14,217	80,697	80,697	-
3	Sewer	Infrastructure	3.000	20	Sewer Gen.Pump Station	PRCH	10/01/1974	2020	22,437	127,352	127,352	-
4	Sewer	Infrastructure	4.000	20	Sanitary Sewer Line 1	PRCH	10/01/1976	2401	86,396	412,572	412,572	-
5	Sewer	Infrastructure	5.000	20	Sanitary Swr Ad2GLD	PRCH	10/01/1974	2020	280,000	1,589,301	1,589,301	-
6	Sewer	Infrastructure	6.000	20	Sewer Force Main	PRCH	10/01/1974	2020	27,454	155,831	155,831	-
7	Sewer	Infrastructure	7.000	20	Sewer New Lift Stations	PRCH	10/01/1974	2020	103,647	588,308	588,308	-
8	Sewer	Infrastructure	8.000	20	Sewer Mstr Lift Station	PRCH	07/01/1993	5210	706,028	1,553,759	1,553,759	-
9	Sewer	Infrastructure	9.000	20	Coca Cola Lift Station	PRCH	10/01/2003	6694	65,808	112,717	112,717	-
10	Sewer	Infrastructure	13.000	20	30th Ave Water Main Sys.	PRCH	10/01/1996	5620	669,804	1,366,503	1,366,503	-
11	Sewer	Infrastructure	14.000	20	Conveyance of Sewer Plant	PRCH	10/01/2007	7967	81,175	116,823	116,823	-
12	Sewer	Infrastructure	15.000	20	Master Pump Station	PRCH	10/01/2002	6538	14,546	25,509	25,509	-
13	Sewer	Infrastructure	16.000	20	HBB Force 27CDBG	GRANT	10/01/2003	6694	179,309	307,125	307,125	-
14	Sewer	Infrastructure	17.000	20	FDEP LP6081/1 Lift Station	GRANT	10/01/2008	8310	6,480	8,941	8,941	-
15	Sewer	Infrastructure	17.010	20	FDEP LP6081/1 Lift Station	GRANT	10/01/2008	8310	518,009	714,720	714,720	-
16	Sewer	Infrastructure	18.000	20	Sewer Master	PRCH	10/01/2004	7115	110,288	177,727	177,727	-
17	Sewer	Infrastructure	19.000	20	Lift Stn Rehabilitation	PRCH	10/01/2003	6694	493,259	844,868	844,868	-
18	Sewer	Infrastructure	20.000	20	Lift Stn.Rehab Rural Developmnt	GRANT	10/01/2009	8570	3,168,834	4,239,534	4,239,534	-
19	Sewer	Infrastructure	20.010	20	Lift Stn.Rehab Rural Developmnt	GRANT	09/30/2010	8802	6,966	9,075	9,075	-
20	Sewer	Infrastructure	20.020	20	Lift Stn.Rehab Rural Developmnt	GRANT	09/30/2010	8802	118,341	154,154	154,154	-
21	Sewer	Infrastructure	21.000	20	SW30th Ave btwn 46th&32n Ave	PRCH	09/30/2012	9308	18,720	23,059	23,059	-
22	Sewer	Infrastructure	22.000	20	Gravity Swr 36th St.Rural Dev	GRANT	09/30/2012	9308	9,200	11,333	11,333	-
23	Sewer	Infrastructure	22.010	20	Gravity Swr 36th St.Rural Dev	GRANT	09/30/2012	9308	65,280	80,412	80,412	-
24	Sewer	Infrastructure	23.000	20	Gravity Swr Rural Developmt	GRANT	09/30/2012	9308	322,096	396,760	396,760	-
25	Sewer	Machinery and Equipment	10.000	20	Sewer Impact Row Meter	PRCH	10/01/1986	4295	6,210	16,578	16,578	-
26	Sewer	Machinery and Equipment	12.000	5	Machinery & Equipment	PRCH	10/01/1986	4295	53,585	143,046	-	143,046
27	Sewer	Machinery and Equipment	24.000	5	Sewer Inspection System	PRCH	06/26/2014	9806	10,923	12,772	-	12,772
28	Sewer	Machinery and Equipment	25.000	5	758 Hydro-Jet	PRCH	06/30/2014	9806	19,482	22,779	-	22,779
29	Sewer	Machinery and Equipment	26.000	5	10k Window A/C Unit	PRCH	07/25/2014	9806	299	350	-	350
30	Sewer	Machinery and Equipment	27.000	5	New Pump for LS # 37	PRCH	07/18/2014	9806	2,249	2,630	-	2,630
31	Sewer	Machinery and Equipment	28.000	5	Running Boards for 2015 Ford	PRCH	10/31/2014	9806	100	117	-	117
32	Sewer	Machinery and Equipment	29.000	5	Dell Optiplex	PRCH	11/07/2014	9806	1,524	1,782	-	1,782
33	Sewer	Machinery and Equipment	30.000	5	Sewage Sub	PRCH	02/13/2015	10035	583	666	-	666
34	Sewer	Machinery and Equipment	31.000	5	New Motor for LS	PRCH	03/13/2015	10035	1,545	1,765	-	1,765
35	Sewer	Machinery and Equipment	32.000	5	Motor for LS #13	PRCH	11/26/2014	9806	434	508	-	508
36	Sewer	Machinery and Equipment	33.000	5	6" Miliken Wafer Check Valve	PRCH	03/13/2015	10035	545	623	-	623
37	Sewer	Machinery and Equipment	34.000	5	New motor for LS #17	PRCH	03/13/2015	10035	1,386	1,583	-	1,583
38	Sewer	Machinery and Equipment	35.000	5	New Pump for LS #29	PRCH	03/13/2015	10035	4,123	4,711	-	4,711
39	Sewer	Machinery and Equipment	36.000	5	Motor for LS #13	PRCH	04/10/2015	10035	563	643	-	643
40	Sewer	Machinery and Equipment	37.000	5	6' Milliken Wafer Check Valve	PRCH	05/15/2015	10035	545	623	-	623
41	Sewer	Machinery and Equipment	38.000	5	6' Milliken Wafer Check Valve	PRCH	05/15/2015	10035	545	623	-	623
42	Sewer	Machinery and Equipment	39.000	5	4' Milliken Wafer Check Valve	PRCH	07/02/2015	10035	935	1,069	-	1,069

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Table 1
Town of Pembroke Park, Florida
Sewer and Stormwater Impact Fee Study

Summary of Existing Sewer Utility Assets

Line No.	System	Asset Class	Asset Number	Book Period	Description	Acquired	Acquired Date	Index Value at Acq. Date	Acquisition Amount	Estimated Current Value	Sewer	
											System-Wide Benefit	General
43	Sewer	Machinery and Equipment	41.000	5	Replacement Pump-LS#3	PRCH	02/10/2017	10737	11,988	12,802	-	12,802
44	Sewer	Machinery and Equipment	42.000	5	Replacement Pump for LS#1	PRCH	04/17/2017	10737	6,159	6,577	-	6,577
45	Sewer	Machinery and Equipment	43.000	5	Pumps ABS-LS#37	PRCH	07/28/2017	10737	5,572	5,950	-	5,950
46	Sewer	Machinery and Equipment	44.000	5	Repair Slot3-LS#34	PRCH	08/25/2017	10737	3,632	3,878	-	3,878
47	Sewer	Machinery and Equipment	45.000	5	350' Jetting Hose	PRCH	05/12/2017	10737	520	555	-	555
48	Sewer	Machinery and Equipment	46.000	5	Replacement Pump for LS#22	PRCH	12/16/2016	10338	3,749	4,158	-	4,158
49	Sewer	Machinery and Equipment	47.000	5	Dell Mobile Precision 7720	PRCH	07/20/2018	11062	1,817	1,884	-	1,884
50	Sewer	Machinery and Equipment	48.000	5	Dell Latitude 5590	PRCH	07/27/2018	11062	1,520	1,575	-	1,575
51	Sewer	Machinery and Equipment	49.000	5	2019 Ford F-250 Pickup Truck	PRCH	06/21/2019	11281	29,056	29,532	-	29,532
52	Sewer	Machinery and Equipment	50.000	5	Aluminum Truck Tool Box	PRCH	08/16/2019	11281	259	263	-	263
53	Sewer	Machinery and Equipment	51.000	5	Generator Kohler Control Brd.	PRCH	09/30/2019	11281	1,770	1,799	-	1,799
54	Sewer	Machinery and Equipment	52.000	5	Lift Station Pump	PRCH	10/01/2019	11281	15,000	15,246	-	15,246
55	Sewer	Machinery and Equipment	53.000	5	Hydromatic Iron Impellers	PRCH	09/30/2019	11281	1,066	1,083	-	1,083
56	Sewer	Machinery and Equipment	54.000	5	SulzerXFP100E 4" DischargePump	PRCH	04/03/2020	11466	14,069	14,069	-	14,069
57	Sewer	Machinery and Equipment	55.000	5	Sulzer ABS XFP10E Pump	PRCH	07/24/2020	11466	5,950	5,950	-	5,950
58	Sewer	Machinery and Equipment	56.000	5	Sulzer Refurbished Volute	PRCH	07/31/2020	11466	2,995	2,995	-	2,995
59	Sewer	Machinery and Equipment	57.000	5	Sulzer ABS Piranha S20/2S Pump	PRCH	08/14/2020	11466	2,171	2,171	-	2,171
60	Sewer	Machinery and Equipment	58.000	5	Sulzer ABS XFP105J Submersible	PRCH	09/25/2020	11466	28,426	28,426	-	28,426
61	Sewer	Machinery and Equipment	59.000	7	Color Laserjet Pro PrinterM454	PRCH	12/04/2019	11281	350	355	-	355
62	Sewer	Machinery and Equipment	238.000	5	2007 Ford F-250 Truck Sup Cab	PRCH	09/30/2014	9806	21,761	25,444	-	25,444
63	Sewer	Machinery and Equipment	487.000	5	Tool Box for Truck #37	PRCH	09/27/2014	9806	72	84	-	84
64	Sewer	Machinery and Equipment	488.000	5	2015 Ford F250 Truck #37	PRCH	08/13/2014	9806	7,018	8,206	-	8,206
65					TOTAL SYSTEM ASSETS - CURRENTLY REPORTED				\$ 7,391,216	\$ 13,667,010	\$ 13,113,657	\$ 553,354
66					ALLOCATION OF OTHER DEVELOPER CONTRIBUTIONS						-	-
67					ALLOCATION OF INDIRECT PLANT						-	-
68					TOTAL ASSETS FOR IMPACT FEE DETERMINATION				\$ 7,391,216	\$ 13,667,010	\$ 13,113,657	\$ 553,354
69										100.00%	95.95%	4.05%
70					CONSIDERED AS DONATIONS / CONTRIBUTIONS						\$ 5,922,053	\$ -

Footnotes:

[1] Amounts shown are derived from the fixed asset register provided by the Town; amounts reported as of September 30, 2020.

Table 2
Town of Pembroke Park, Florida
Sewer and Stormwater Impact Fee Study

Summary of Existing Stormwater Utility Assets

Line No.	System	Asset Class	Asset Number	Book Period	Description	Acquired	Acquired Date	Index Value	Recognize	Acquisition Amount	Estimated	Stormwater	
								at Acq. Date	Current Value?		Current Value	System-Wide Benefit	General
								Current Index Value:	11466				
Fixed Assets as of September 30, 2020 [1]													
1	Stormwater	IOTB	1.000	20	IOTB-Jazayri #2177	PRCH	07/01/1996	5620	Yes	\$ 58,600	\$ 119,553	\$ 119,553	\$ -
2	Stormwater	IOTB	1.001	20	IOTB-Ace Pump	PRCH	06/13/1997	5826	Yes	20,248	39,848	39,848	-
3	Stormwater	IOTB	1.002	20	IOTB-Prk Road Drainage Project	PRCH	09/30/1997	5826	Yes	125,687	247,354	247,354	-
4	Stormwater	IOTB	1.003	20	IOTB-Park Road Augmentation	PRCH	09/30/1998	5920	Yes	299,905	580,847	580,847	-
5	Stormwater	IOTB	1.004	20	IOTB-Prk Road Augmentation Engineering	PRCH	09/30/1998	5920	Yes	5,651	10,945	10,945	-
6	Stormwater	IOTB	1.005	20	Park Road Augmentation (PYWIP)	PRCH	09/30/1998	5920	Yes	25,162	48,733	48,733	-
7	Stormwater	IOTB	1.006	20	Park Road Augmentation	PRCH	09/30/1998	5920	Yes	251,594	487,279	487,279	-
8	Stormwater	IOTB	1.007	20	Drainage System - Park Road AugII	PRCH	09/30/1998	5920	Yes	21,221	41,100	41,100	-
9	Stormwater	IOTB	1.008	20	SW 52nd Avenue Drainage	PRCH	09/30/1999	6059	Yes	59,281	112,180	112,180	-
10	Stormwater	IOTB	1.009	20	Drainage System SW 30th Avenue	PRCH	09/30/1999	6059	Yes	126,000	238,434	238,434	-
11	Stormwater	IOTB	14.000	20	SW 30thAv Imprvmnts FEMA PDMCG	GRANT	06/17/2011	9070	Yes	1,486	1,878	1,878	-
12	Stormwater	IOTB	14.001	20	SW 30thAv Imprvmnts FEMA PDMCG	GRANT	09/30/2012	9308	Yes	76,303	93,991	93,991	-
13	Stormwater	IOTB	14.002	20	SW 30thAv Imprvmnts FEMA PDMCG	GRANT	09/30/2013	9547	Yes	21,869	26,263	26,263	-
14	Stormwater	IOTB	14.003	20	SW 30th Ave Improvements	PRCH	09/30/2015	10035	Yes	20,250	23,137	23,137	-
15	Stormwater	IOTB	20.000	20	20 FEMA SW 30thAv Imprvmnts	GRANT	09/30/2014	9806	Yes	533,796	624,141	624,141	-
16	Stormwater	IOTB	21.000	20	Linear Walkway Seawall Project	PRCH	09/30/2014	9806	Yes	1,433	1,675	1,675	-
17	Stormwater	IOTB	21.001	20	Linear Seawall Walkway	PRCH	09/30/2015	10035	Yes	121,460	138,776	138,776	-
18	Stormwater	IOTB	21.002	20	Linear Seawall Walkway	PRCH	09/30/2016	10338	Yes	13,710	15,206	15,206	-
19	Stormwater	IOTB	22.000	20	40th Yr CDBG Drainage Imprvmnt	GRANT	09/30/2014	9806	Yes	403	471	471	-
20	Stormwater	IOTB	22.001	20	40th Yr CDBG Drainage Imprvmnt	GRANT	09/30/2015	10035	Yes	31,461	35,947	35,947	-
21	Stormwater	IOTB	22.002	20	40th Yr CDBG Drainage Imprvmnt	GRANT	09/30/2016	10338	Yes	41,668	46,213	46,213	-
22	Stormwater	IOTB	26.000	20	F.D.E.P. John P. Lyons	GRANT	09/30/2015	10035	Yes	86,874	99,259	99,259	-
23	Stormwater	IOTB	26.001	20	FDEP SW 31st AVE HBB - (JP Lyons	GRANT	09/30/2016	10338	Yes	615,160	682,262	682,262	-
24	Stormwater	IOTB	26.002	7	FDEP SW 31st AVE HBB - Proj	GRANT	09/30/2017	10737	Yes	634	676	-	676
25	Stormwater	Infrastructure	2.000	20	Carolina Project	PRCH	06/30/2004	7115	Yes	2,797,563	4,508,212	4,508,212	-
26	Stormwater	Infrastructure	2.001	20	Carolina St Stormwater Forcemain	PRCH	10/01/2011	9070	Yes	25,000	31,603	31,603	-
27	Stormwater	Infrastructure	3.000	20	Park Road Augmentation PhaseII	PRCH	09/30/1999	6059	Yes	180,076	340,764	340,764	-
28	Stormwater	Infrastructure	4.000	20	Park Road & SW 24 Pump Station	PRCH	09/30/2000	6221	Yes	921,378	1,698,155	1,698,155	-
29	Stormwater	Infrastructure	5.000	20	SW 30th Ave Ph II 25CDBG	PRCH	09/30/2002	6538	Yes	218,886	383,859	383,859	-
30	Stormwater	Infrastructure	6.000	20	I-95 SW 30th Ave Pump Station	PRCH	09/30/2002	6538	Yes	71,759	125,844	125,844	-
31	Stormwater	Infrastructure	7.000	20	SW 25th Station 26 CDBG	GRANT	09/30/2002	6538	Yes	211,440	370,801	370,801	-
32	Stormwater	Infrastructure	8.000	20	Pembroke Road & I-95 DOT	GRANT	09/30/2003	6694	Yes	794,255	1,360,422	1,360,422	-
33	Stormwater	Infrastructure	9.000	20	Sormwater Master Plan	PRCH	09/30/2006	7751	Yes	136,372	201,728	-	201,728
34	Stormwater	Infrastructure	10.000	20	SW 32 Street Drainage	PRCH	09/30/2008	8310	Yes	350	483	483	-
35	Stormwater	Infrastructure	11.000	20	52nd Ave Drainage DEP Grant	GRANT	09/30/2007	7967	Yes	1,337,995	1,925,569	1,925,569	-
36	Stormwater	Infrastructure	11.001	20	52nd Ave Drainage DEP Grant	GRANT	09/30/2008	8310	Yes	66,510	91,766	91,766	-
37	Stormwater	Infrastructure	12.000	20	SW 52nd Av North 2005 DRI CDBG	GRANT	10/01/2008	8310	Yes	713,485	984,426	984,426	-
38	Stormwater	Infrastructure	12.001	20	SW 52nd Av North 2005 DRI CDBG	GRANT	09/30/2010	8802	Yes	221,934	289,096	289,096	-
39	Stormwater	Infrastructure	13.000	20	36YearCDBG Emergency Generator	GRANT	09/30/2013	9547	Yes	1,628	1,955	1,955	-
40	Stormwater	Infrastructure	13.001	20	36YearCDBG Emergency Generator	GRANT	09/30/2013	9547	Yes	121,475	145,888	145,888	-
41	Stormwater	Infrastructure	13.002	20	36YearCDBG Emergency Generator	GRANT	09/30/2013	9547	Yes	2,635	3,165	3,165	-
42	Stormwater	Infrastructure	16.000	20	MW1 Stormwtr Pump Bamboo Lake	PRCH	11/10/2011	9070	Yes	62,083	78,481	78,481	-
43	Stormwater	Infrastructure	16.001	20	MW1 Stormwtr Pump Bamboo Lake	PRCH	11/10/2011	9070	Yes	541	684	684	-
44	Stormwater	Infrastructure	17.000	20	37th Year CDBG	GRANT	09/30/2013	9547	Yes	560	673	673	-
45	Stormwater	Infrastructure	17.001	20	37th Yr CDBG Stormwater Piping	GRANT	09/30/2013	9547	Yes	86,389	103,751	103,751	-
46	Stormwater	Infrastructure	17.002	20	37th Yr CDBG Stormwater Piping	GRANT	09/30/2013	9547	Yes	1,633	1,961	1,961	-
47	Stormwater	Infrastructure	18.000	20	38th Yr CDBG SW 31st Pl-PHIII	GRANT	09/30/2013	9547	Yes	280	336	336	-
48	Stormwater	Infrastructure	18.001	20	38th Yr CDBG SW 31st Pl-PHIII	GRANT	09/30/2013	9547	Yes	62,138	74,626	74,626	-
49	Stormwater	Machinery and Equipment	29.000	5	2019 Ford F250 Truck	PRCH	06/28/2019	11281	Yes	29,056	29,532	-	29,532

Table 2
Town of Pembroke Park, Florida
Sewer and Stormwater Impact Fee Study

Summary of Existing Stormwater Utility Assets

Line No.	System	Asset Class	Asset Number	Book Period	Description	Acquired	Acquired Date	Index Value at Acq. Date	Recognize Current Value?	Acquisition Amount	Estimated Current Value	Stormwater	
												System-Wide Benefit	General
50	Stormwater	Machinery and Equipment	30.000	5	Liberty Grinder Pump/LSG202M 2	PRCH	02/07/2020	11466	Yes	1,300	1,300	-	1,300
51	Stormwater	Machinery and Equipment	31.000	5	Electric Control Panelw/Harnes	PRCH	05/22/2020	11466	Yes	1,693	1,693	-	1,693
52	Stormwater	Machinery and Equipment	32.000	5	Myers SRA6 Lift Out Pump Mount	PRCH	06/26/2020	11466	Yes	735	735	-	735
53	Stormwater	Construction in Progress	25.000	0	25 Meekins Dredge & Fill Project	PRCH	09/30/2015	10035	Yes	35,870	40,983	40,983	-
54	Stormwater	Construction in Progress	27.000	0	27 41st Yr CDBG SW 25 St Pk	PRCH	09/30/2015	10035	Yes	350	400	400	-
55	Stormwater	Construction in Progress	27.001	0	27 41st Yr CDBG SW 25 St Pk	PRCH	09/30/2016	10338	Yes	6,538	7,251	7,251	-
56	Stormwater	Construction in Progress	27.002	0	27 41st Yr CDBG SW 25 St Pk Rd	PRCH	09/30/2017	10737	Yes	10,950	11,693	11,693	-
57	Stormwater	Construction in Progress	27.003	0	27 41st Yr CDBG SW 25 St Pk	PRCH	09/30/2018	11062	Yes	683	707	707	-
58	Stormwater	Construction in Progress	28.000	0	42nd CDBG Drainage - SW 25 ST	PRCH	09/30/2016	10338	Yes	385	427	427	-
59	Stormwater	Construction in Progress	28.001	0	42nd CDBG Drainage SW 25st	PRCH	09/30/2017	10737	Yes	19,073	20,367	20,367	-
60	Stormwater	Construction in Progress	28.002	0	43rd CDBG Drainage Project	PRCH	09/30/2018	11062	Yes	3,396	3,520	3,520	-
61					TOTAL SYSTEM ASSETS - CURRENTLY REPORTED					\$ 10,706,246	\$ 16,559,026	\$ 16,323,362	\$ 235,664
62					ALLOCATION OF OTHER DEVELOPER CONTRIBUTIONS						-	-	-
63					ALLOCATION OF INDIRECT PLANT						-	-	-
64					TOTAL ASSETS FOR IMPACT FEE DETERMINATION					\$ 10,706,246	\$ 16,559,026	\$ 16,323,362	\$ 235,664
65											100.00%	98.58%	1.42%
66					TOTAL GRANT-FUNDED ASSETS OR ASSETS CONSIDERED AS DONATIONS / CONTRIBUTIONS	GRANT				\$ 6,965,536	\$ 6,964,860	\$ 676	

Footnotes:

[1] Amounts shown are derived from the fixed asset register provided by the Town; amounts reported as of September 30, 2020.

APPENDIX A: EXISTING SEWER IMPACT FEE RESOLUTION

RESOLUTION NO. 03-10-05

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA ESTABLISHING THE SANITARY SEWER CAPITAL IMPROVEMENT CHARGES PURSUANT TO SECTION 26-32, CODE OF ORDINANCES OF THE TOWN OF PEMBROKE PARK; REPEALING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park has created a sanitary sewer capital improvement charge pursuant to Chapter 26 of the Code of Ordinances of the Town of Pembroke Park; and

WHEREAS, Section 26-32, Code of Ordinances of the Town of Pembroke Park provides that the Town Commission shall establish the sanitary sewer capital improvement charges by resolution; and

WHEREAS, the Town Commission desires to establish the sanitary sewer capital improvement charges at this time.

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

Section 1: That there is hereby charged, imposed and enacted sanitary sewer capital improvement charges which are assessed against all new users (owners or developers) who shall connect to the sanitary sewer system of the Town which charges shall be as follows:

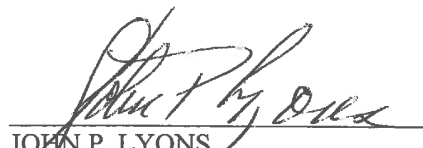
Dwellings:

Acreage impact charge, per acre\$5,887.00
Unit (ERC) impact charge (dwelling), per unit.....\$667.00

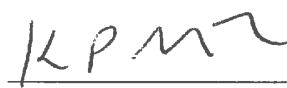
Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect as of October 1, 2003.

PASSED AND ADOPTED this 8th day of October, A.D., 2003.


JOHN P. LYONS
Mayor-Commissioner

ATTEST:


HOWARD P. CLARK, JR.
Clerk-Commissioner

03-10-05-Res.wpdFN18746E

APPENDIX B: EXISTING STORMWATER IMPACT FEE RESOLUTION

RESOLUTION NO. 03-08-05

A RESOLUTION OF THE TOWN OF PEMBROKE PARK,
FLORIDA AMENDING THE STORMWATER DRAINAGE
FACILITIES FEE FOR RESIDENTIAL AND COMMERCIAL
DEVELOPMENTS; REPEALING CONFLICTING RESOLUTIONS
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park adopted Ordinance Number 96-10-4 establishing
a Stormwater Drainage Facilities Fee to be paid in connection with new development projects in the
Town; and

WHEREAS, the Town Commission desires to amend the Stormwater Drainage Facilities Fee
for residential and commercial development as per the requirements of Section 5-152, Town of
Pembroke Park Code of Ordinances.

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

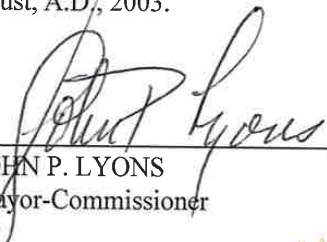
Section 1: That the Stormwater Drainage Facilities Fee for residential development
within the Town of Pembroke pursuant to the provisions of Section 5-152(a), Town of Pembroke
Park Code of Ordinances, shall be \$897.00 per dwelling unit.

Section 2: That the Stormwater Drainage Facilities Fee for commercial, industrial and
public/civic developments within the Town of Pembroke Park pursuant to the provisions of Section
5-152(b), Town of Pembroke Park Code of Ordinances, shall be \$6,727.50 per acre.

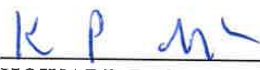
Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the
same are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED this 6th day of August, A.D., 2003.


JOHN P. LYONS
Mayor-Commissioner

ATTEST:


HOWARD P. CLARK, JR.
Clerk-Commissioner



AGENDA ITEM REPORT



To: Town Commission
Subject: Ordinance 2021-007 -- Amending the permitted and special permit uses for a portion of Parcel B, Seneca Plat, according to the plat thereof, as recorded in Plat Book 165, Page 9, of The public records of Broward County, Florida. (Public Hearing)
Meeting: 12 15 2021 SPECIAL COMMISSION MEETING - Dec 15 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

COMPANION ITEMS TO BE CONSIDERED BY THE TOWN COMMISSION

- Parking Reduction for a self-storage facility (21-PR-01)
- Site Development Plan for a gasoline station, fast food restaurant, bank/medical office/retail and self-storage facility (21-SP-05)

PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board held a public meeting on October 21, 2021. The Planning and Zoning Board recommends approval of the proposed ordinance language.

PUBLIC NOTICE REQUIREMENTS

Florida Statutes Section 166.041(3)(c)(2) outlines the requirements for ordinances that change the permitted uses. The proposed ordinance changes were advertised in the Sun Sentinel prior to today's hearing consistent with Florida Statutes.

BACKGROUND

Within the B-1 Business District is a property identified as Seneca Plat Parcel B. In 1996 the former property owners of Parcel B requested the property be rezoned from M-1 (Industrial District) and B-1 to solely B-1. Additionally, it was requested that use restrictions be placed on Parcel B. The restriction of uses for Parcel B was set forth in Ordinance 96-6-1.

In 2003 a subsequent former property owner requested that the permitted uses for Parcel B be expanded to be more consistent with B-1 District permitted uses. The expanded uses for Parcel B were set forth in Ordinance 03-06-03.

The current property owner and its agent of a property within Parcel B is requesting that the permitted uses for Parcel B be further amended to allow for self-storage and a gasoline station without the requirement of a Special Permit. This request is consistent with a concurrent Site Development Plan and Parking Reduction applications. The proposed self-storage and gasoline station is part of a larger development that includes a fast-food restaurant, and a retail/office building.

ANALYSIS

The underlining zoning district for Parcel B is B-1 Business District. The subject site is located within the Seneca Plat Parcel B ("Parcel B"). Permitted uses within Parcel B are governed by Ordinance 03-06-03. The ordinance includes permitted uses, uses requiring a Special Permit and prohibited uses. A gasoline station is currently allowed within Parcel B by Special Permit. The ordinance does not address "self-storage" within Parcel B.

The applicant is requesting the following text changes to the ordinance:

- To allow a gasoline station, limited to one, as a permitted use. This would eliminate the Special Permit requirements.
 - Proposed ordinance language from applicant: *Gasoline, diesel or natural gas sales, motor vehicle service stations) limited to one within Parcel B. The facility shall be located on a corner parcel to provide access on two public streets.*
- To allow a self-storage facility as a permitted use. Self-storage facilities are currently not allowed.
 - Proposed ordinance language from applicant: *Self-Storage facility, limited to one within Parcel B, submitted as part of an overall site plan, with a maximum building height, as defined in Section 28-1 of the Town Code, of fifty-five (55) feet. The exterior storage bays shall not front Hallandale Beach Boulevard.*

In addition to these changes, Staff is proposing to remove gasoline stations from Special Permits, add a clarification to convenience stores under Special Permits, and clean up some previous language that should not be in the Code.

While the B-1 permitted uses does not apply to Parcel B, Staff acknowledges that the B-1 zoning district prohibits "wholesale, warehouse or storage uses", but does not specifically address "self-storage" (Section 28-189(3)). The M-1 zoning district allows self-storage facilities.

The subject property has a Land Use designation of "Commercial" The Town's Comprehensive Plan does not directly address self-storage facilities but does all for "office and business uses" within the Commercial and Industrial land use categories.

Within the B-1 zoning district there are no existing self-storage facilities. If these did exist, they would be considered nonconforming and be allowed to remain without any enlargement or intensification. Within the M-1 zoning district there are existing self-storage facilities. Some of these facilities are low-scale older styles with outside access and two are newer styles where most access is from the interior.

It should be noted that the B-1 zoning district has restrictions on the placement of gasoline stations. As Ordinance 03-06-03 regulates uses within Parcel B and limits gasoline, diesel or natural gas sales, motor vehicle service stations to one within Parcel B it is the position of the Town that the restrictions in the B-1 zoning district do not apply.

A Special Permit is generally a use that can be accommodated within a zoning district but requires additional review and may include conditions of approval. Staff believes that the proposed restriction being placed on the gasoline station, the built-out nature of Parcel B, and the concurrent site development plan application provides sufficient review opportunities by the Planning and Zoning Board and Town Commission.

Concurrent with the applicant's request to allow a self-storage facility within Parcel B, the Town Planner has worked with the applicant to achieve an architectural design of the proposed self-storage that is cohesive to the overall site and minimizes the appearance of a self-storage facility.

RECOMMENDATION

Staff recommends approval of the proposed ordinance amendment as follows:

(strikethrough = deletion; underline = addition)

Permitted Uses:

- 2) Bakery and delicatessen: Including the preparation, distribution, and retail sales of products ~~(uses such as Dunkin Donuts/ Krispy Kreme).~~

18) Gasoline, diesel or natural gas sales, motor vehicle service stations) limited to one within Parcel B. The facility shall be located on a corner parcel to provide access on two public streets.

19) Self-Storage facility, limited to one within Parcel B, submitted as part of an overall site plan, with a maximum building height, as defined in Section 28-1 of the Town Code, of fifty-five (55) feet. The exterior storage bays shall not front Hallandale Beach Boulevard.

The following uses may be permitted by the Town of Pembroke Park by Special Permit in accordance with the procedures in Section 28-188 of the Code of Ordinances:

- ~~1) Gasoline, diesel or natural gas sales, motor vehicle service stations (limited to one within Parcel B).~~
- ~~2) 1) Truck fueling facilities.~~
- ~~3) 2) Arcades, automotive repair establishments, convenience stores not associated with fuel pumps.~~
- ~~4) 3) New or used automobile, boat, motorcycle, RV, truck or trailer display, sales and repairs,~~
- ~~5) 4) Auto laundry within an enclosed building.~~
- ~~6) 5) Tire and battery store.~~

See attached Exhibit A for proposed ordinance amendment. Proposed language is in underline format and deleted language is in ~~strikethrough~~ format.

RECOMMENDATION:

Approve and Adoption of Ordinance 2021-007

ATTACHMENTS:

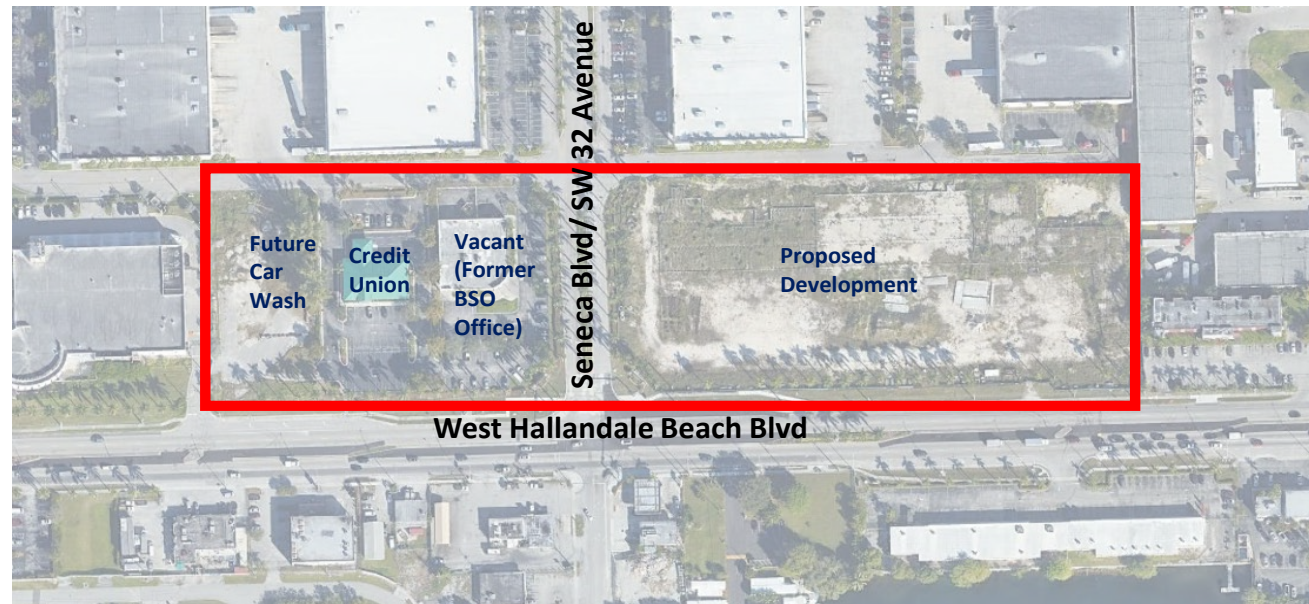
[Parcel B Map](#)

[Ordinance 03-06-03](#)

[Applicant's Request](#)

[2021-007 Seneca Parcel B](#)

Parcel B of the Seneca Plat



ORDINANCE NO. 03-06-03

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hallandale Remaining Lands, LLC and Seneca Security Holdings, LLC have submitted an application to amend the permitted use for their property described in Section 1 hereof and located in the B-1 Business Zoning District; and

WHEREAS, the subject property previously was entitled to all of the permitted uses described in the B-1 Business Zoning District; and

WHEREAS, the prior owners of the subject property requested that the permitted uses be amended to a more restricted schedule of permitted uses of their property for their development purposes; and

WHEREAS, the Town amended the permitted uses on the subject property as set forth in Ordinance No. 96-6-1; and

WHEREAS, the applicants have requested that the permitted uses be amended so that they are more consistent with the permitted uses of other properties within the B-1 Business Zoning District; and

WHEREAS, the Town's Consultant Planner has reviewed the re-zoning application, the Town's Code of Ordinances and Comprehensive Plan, the development of the property in the area, and has prepared a report setting forth the appropriate permitted uses for the subject property; and

WHEREAS, the Hearing Examiner of the Town of Pembroke Park pursuant to the notice requirements of Chapter 28, of the Code of Ordinances of the Town of Pembroke Park, and Chapter 166, Florida Statutes, conducted a public hearing on June 9, 2003 to consider the re-zoning application and took testimony from the applicant, Town Staff and interested parties; and

WHEREAS, the Hearing Examiner has prepared a report based upon the evidence submitted at the aforesaid public hearing and has recommended that the Pembroke Park Town Commission

grant the request for amendment of the permitted uses on the property as set forth in the attached Exhibit "A"; and

WHEREAS, the Pembroke Park Town Commission has reviewed the Hearing Examiner's Report and conducted a public hearing on June 11, 2003 and deems it in the best interest of the Town of Pembroke Park to amend the permitted uses of the subject property as set forth in the attached Exhibit "A".

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

Section 1: That the re-zoning petition filed by Hallandale Remaining Lands, LLC and Seneca Security Holdings, LLC to amend the zoning classification for the following described property, to wit:

Parcel B, "SENECA PLAT", according to the plat thereof, as recorded in Plat Book 165, Page 9 of the Public Records of Broward County, Florida

Less the following described parcel of land:

Commence at the Southeast corner of said Parcel B;

Thence North 01°39'19" West along the East line of said Parcel B, a distance of 346.34 feet to the Point of Beginning;

Thence South 88°18'54" West, a distance of 1,341.09 feet;

Thence North 01°33'09" West along the West line of said Parcel B, a distance of 104.05 feet;

Thence North 88°18'07" East along the North line of Parcel B, a distance of 670.28 feet;

Thence North 88°21'41" East along the North line of said Parcel B, a distance of 670.63 feet;

Thence South 01°39'13" East along the East line of said Parcel B, a distance of 103.66 feet to the Point of Beginning.

Said lands situate, lying and being in the Town of Pembroke Park, Broward County, Florida; containing 10.43 acres, more or less.

be and the same is hereby granted, and the permitted uses for the subject property shall be those set forth in the attached Exhibit "A".

Section 2: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not effect the other sections, paragraphs, sentences, words or application of this Ordinance.

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

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

PASSED AND ADOPTED on First Reading this 11th day of June, A.D., 2003.

PASSED AND ADOPTED on Second Reading this 20th day of June, A.D., 2003.



JOHN P. LYONS
Mayor-Commissioner

ATTEST:



HOWARD P. CLARK, JR.
Clerk-Commissioner

03-06-03-Ord-corrected.wpdFN18599E

EXHIBIT "A"

PERMITTED USES OF REAL PROPERTY DESCRIBED IN SECTION 1 OF
ORDINANCE 03-06-03

- (1) The following types of retail stores:
Antiques, art supply, automobile accessory, automobile new parts, bait and tackle, boat and marine motors in buildings, business machines, camera and photographic supply, confectionery, dairy products, dairy supplies and equipment not including feed or fertilizers, department, dresses, poultry, drug, dry goods, florist, fruit and vegetable, furniture, furrier, garden supply, gift, greeting cards, grocery, hardware, hobby hobby supply, home appliances, household furnishings, ice cream, jewelry, leather goods and luggage, linens, fabrics and draperies, meat market, music and musical instruments, newsstand, notions, office furniture and equipment, optical goods, package liquor, paint, pets and pet supply, seafood, souvenir, sporting goods, stationary and books, sundry, supermarket, television, tobacco, radio and phonograph, toy, wallpaper, wearing apparel, swimming pool supplies and equipment, variety.
- (2) Bakery and delicatessen ~~provided all preparation of food is for retail sale on the premises, and the services of not more than six (6) persons are utilized in any such establishment including the preparation, distribution and retail sales of products (uses such as Dunkin Donuts / Krispy Kreme).~~
- (3) The following personal services:
Barber, beauty parlor, pressing and mending, shoe repair, shoe-shine.
- (4) The following miscellaneous uses:
Day nursery, dressmaking, laundry and dry cleaning pickup station, medical and dental offices, nonalcoholic beverage bar, nursery school, restaurant, tailor, watch and jewelry repair, self-service laundry.
- (5) Automobile parking lot and parking garage.
- (6) Hotel and motel.
- (7) The following services:
~~Bath and massage parlors, commercial gymnasiums, service stations (see Special Permit use list), fur storage, hospitals as defined in Section 395.002, Florida Statutes 1995, radio, television and phonographic repair incidental to sales, reducing studio, quick-service laundry, utility trailer display and storage incidental to a service station with not more than ten (10) such trailers for rental or sale purposes (see Special Permit use list).~~
- (8) Dry cleaning establishment for direct services to customers, subject to the following limitations and requirements:
 - a. Service shall be rendered directly to customers who bring in and pick up the articles to be dry-cleaned.
 - b. The establishment shall not provide wholesale or commercial pickup or delivery service.
 - c. The services of not more than five (5) persons shall be utilized in the operation of the establishment.
 - d. Not more than two (2) cleaning units shall be used in any establishment, neither of which shall have a rated capacity of forty (40) pounds.
 - e. The entire cleaning and drying process shall be carried on within completely enclosed solvent-reclaiming units.

- f. All solvents used in the cleaning process and the vapors therefrom shall be non-explosive and nonflammable.
- (9) The following amusement and recreational uses:
Aquarium, assembly hall, nightclub, music hall, bar, tavern, pool or billiard room, theater, museum, exhibits.
 - (10) The following types of office uses:
Banks and financial institutions, business and professional offices, custom brokers and manufactures agency, employment office, governmental offices, messenger office, post office, public utility offices, stock broker, stock exchange, telegraph office, ticket office, travel agency, newspaper office.
 - (11) The following miscellaneous uses:
Art, charm, dancing, dramatic or music schools, business or commercial school, artist studio, auction of art goods, rugs and the like, costumer, dental laboratory, interior decorator, ~~meter bus terminal~~, lawn furniture sale, photographic studio, radio and television studios, public safety such as police, rescue and fire stations, governmental offices.
 - (12) New or used automobile, truck and trailer display, sales and repairs, when a special permit has been issued by the Town Commission approving the operational hours, lighting, signage and location of vehicles. Repair and service garage, not including bumping and painting. Auto laundry, boat sales (see Special Permit use list).
 - (13) Home appliance repair, hand laundry, job printing shop, locksmith, sharpening and grinding, radio, television and phonographic repair, newspaper printing plant.
 - (14) Archery range (indoor), barbecue stand, boxing and sports arena, drive-in restaurant, refreshment stand, golf driving range, miniature golf course, bowling alley, ~~pony ride and pony riding rink~~, skating rink, swimming pool, drive-in theater.
 - (15) Armory, lodge hall, ~~pawnshop~~, telephone exchange, taxidermist, veterinary, research and testing laboratory, mortuary or undertaker, pest control agency, plant nursery or landscaper.
 - (16) Tire and battery store (see Special Permit use list), retail plumbing and electrical fixtures, lawn mower rental, sales and service, ship chandlery, upholstering shop utilizing the services of not more than four (4) persons on the premises and occupying not more than for thousand (4,000) square feet of floor space, offices of electrical and plumbing contractors, including not over four thousand (4,000) square feet of enclosed storage and shop space, with no outside or open air storage of supplies or materials, ~~used furniture and household appliances entirely within a fully enclosed building.~~
 - (17) Accessory uses and structures.

The following uses may be permitted by the Town of Pembroke Park by Special Permit in accordance with the procedures in Section 28-188 of the Code of Ordinances:

- (1) Gasoline, diesel or natural gas sales, motor vehicle service stations (limited to one within Parcel B).
- (2) Truck fueling facilities.
- (3) Arcades, automotive repair establishments, convenience stores.
- (4) New or used automobile, boat, motorcycle, RV, truck or trailer display, sales and repairs.
- (5) Auto laundry within an enclosed building.
- (6) Tire and battery store.

None of the following uses shall be permitted:

- (1) Bath and massage parlors, adult entertainment uses as defined in Chapter 15 Article IX of the Town's Code of Ordinances. This provision shall not be construed to prohibit the owner from requesting a specific rezoning to the Town's B-1A Business Adult Use Overlay Zoning District. The Town is not obligated to approve any such rezoning.
- (2) Pawn shops.
- (3) Thrift stores.
- (4) Tattoo and piercing parlors.
- (5) Fortune tellers / Astrology.
- (6) Flea markets.
- (7) Religious establishments.

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

October 14, 2021

VIA ELECTRONIC MAIL

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

**Re: Amended Application for Amendment to Text of Zoning Code/Ordinance
3195 W. Hallandale Beach Boulevard (the "Property")**

Dear Ms. Siegel:

AMENDED LETTER OF INTENT

Please consider this our Amended Letter of Intent on behalf of the applicant, Southeast Investments, Inc., an affiliate of our client, Ferber Construction Management LLC (the "Applicant"), in connection with an application for a text change to the Town of Pembroke Park Zoning Code. Specifically, we are seeking a change to Town of Pembroke Park Seneca Plat Ordinance No. 96-6-1 as amended by Ordinance No. 03-06-03 (the "Seneca Ordinance") for a portion of Parcel B, Seneca Plat.

I. Seneca Plat Ordinance 03-06-03

The Seneca Plat is recorded in Plat Book 165 at Page 9 of the public records of Broward County, Florida. A portion of Parcel B within the plat is governed under a separate set of specific regulations adopted by the Town of Pembroke Park dating back to 1996 pursuant to Town of Pembroke Park Ordinance No. 96-6-1. The Town substantially amended the original ordinance in 2003 and incorporated a revised list of uses permitted or prohibited on the governed property.

Our client's request is to further amend the Ordinance as it relates to the portion of Seneca Park Plat Parcel B to move one of the Special Permit uses to a permitted use with conditions, and to add an additional permitted use with conditions.

MIAMI 8855992.3 100009/300034

Bilzin Sumberg Baena Price & Axelrod LLP | 1450 Brickell Avenue, 23rd Floor, Miami, Florida 33131-3456
Tel 305.374.7580 | Fax 305.374.7593 | bilzin.com

II. Zoning and Seneca Plat Ordinance

The Seneca Plat ordinance essentially creates an overlay district pursuant to Town of Pembroke Park Ordinance No. 96-6-1 as last modified by Town of Pembroke Park Ordinance No. 03-06-03. The Seneca Plat Ordinance specially governs, and essentially supersedes the permitted use and use regulations within the noted portion of Parcel B of the Seneca Plat rather than the B-1 uses under the Town Code.

The Ordinance categorizes uses into three distinct categories, uses that are permitted as of right (which includes retail stores, offices, restaurants and other uses), uses that are permitted but require Special Permit approval, and uses that are prohibited in the district. The Seneca Plat Ordinance specifically allows and provides for the location of one gasoline station within Parcel B of the Seneca Plat. Therefore, the use under Seneca Plat Ordinance specifically governs over the use or spacing provisions otherwise set forth in the Town's land development regulations.

III. Gasoline Service Station

There are no existing gasoline stations within Parcel B of the Seneca Plat. Therefore, notwithstanding other provisions within the Town Code, one gasoline station is permitted within the Parcel B of the Seneca Plat. The proposed convenience store and gasoline station at the intersection of Seneca Boulevard and West Hallandale Beach Boulevard is the ideal location for such a use.

The Seneca Park Ordinance lists various uses and under certain uses qualifies or conditions those uses. For example, item (8) notes that dry cleaning establishments are permitted but limits the number of cleaning units and other aspects of the operation. Similarly, the ordinance contains restrictions or conditions for some of the other uses such as items 7 and 16.

Based on the foregoing, our client proposes an amendment to the transfer gasoline stations from the special permit list to the Seneca Park Ordinance permitted use list as item number (18), with conditions. Further, concurrently with this application, our client is seeking site plan approval consistent with the proposed conditions. For consideration, our client proposes item (18)¹ to read as follows:

(18) Gasoline, diesel or natural gas sales, motor vehicle service stations, limited to one within Parcel B. The facility shall be located on a corner parcel to provide access on two public streets.

III. Self-Storage

As noted in the accompanying applications travelling with this proposed amendment, our client is proposing to develop the approximate 6.22 acre Parcel with a comprehensive development that will convert what historically has been vacant land into an attractive and

¹ We propose the transferring of the use to item (18) also simultaneously include the removal of the use from item (1) under the Special Permit section.

functional development that will activate the corner and bring needed new development and productivity to the intersection.

Simultaneous with the filing of this zoning text amendment application, our client is seeking site development approval from the Town of Pembroke Park.

Importantly, as detailed further in the above-referenced letter of intent, the proposed self-storage facility is not a standalone use but an integral part of a cohesive development to aesthetically and functionally complement the other proposed uses. Similar to the gasoline station/convenience store described above, our client proposes to amend the Seneca Park Ordinance to allow for a single self-storage facility within Parcel B of the Seneca Plat.

The Property subject to the accompanying site-specific application would serve as the single facility within Parcel B. We propose that the Seneca Plat Ordinance be modified to create a new subsection 19 as follows:

(19) Self-Storage facility, limited to one within Parcel B, submitted as part of an overall site plan, with a maximum building height, as defined in Section 28-1 of the Town Code, of fifty-five (55) feet. The exterior storage bays shall not front Hallandale Beach Boulevard.

The proposed storage facility, similar to the proposed gasoline station, will serve as the single location for such uses within Seneca Park Parcel B.

Based on the forgoing, we respectfully request staff's favorable recommendation of the amendments to the Seneca Plat Ordinance to permit a single gasoline station and single self-storage facility within Parcel B.

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

Very truly yours,



Brian S. Adler

BSA/ea

ORDINANCE NO. 2021-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, 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, in 2003, the zoning and permitted uses for the property (the “Property”) located at “A Portion of Parcel B, Seneca Plat, according to the Plat thereof, as recorded in Plat Book 165, Page 9, of the Public Records of Broward County, Florida” and more fully described in Section 1 of this Ordinance, was changed by Ordinance 03-06-03; and

WHEREAS, the Owners of the Property have applied for a change from the zoning and permitted uses granted in Ordinance 03-06-03 in order to accommodate certain development activities; and

WHEREAS, the Town Planner has reviewed the Owner’s rezoning application for the Property and recommends to the Town of Pembroke Park Town Commission (the “Commission”) that it is in the best interest of the Town of Pembroke Park to amend the permitted uses of the subject property as set forth in the attached Exhibit A; and

WHEREAS, the Commission finds it in the best interest of the Town to revise the permitted uses for the Property as reflected in Exhibit A.

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

Section 1: That the re-zoning petition filed by Owner for the following described property, to wit:

Parcel B, "SENECA PLAT", according to the plat thereof, as recorded in Plat Book 165, Page 9 of the Public Records of Broward County, Florida

Less the following described parcel of land: Commence at the Southeast corner of said Parcel B; Thence North 01°39'11" West along the East line of said Parcel B, a distance of 346.34 feet to the Point of Beginning;

Thence South 88°18'15" West, a distance of 1,341.09 feet;

Thence North 01°33'10" West along the West line of said Parcel B, a distance of 104.05 feet;

Thence North 88°18'07" East along the North line of Parcel B, a distance of 670.28 feet;

Thence North 88°21'14" East along the North line of said Parcel B, a distance of 670.63 feet;

Thence South 01°39'11" East along the East line of said Parcel B, a distance of 103.66 feet to the Point of Beginning.

Said lands situate, lying and being in the Town of Pembroke Park, Broward County, Florida; containing 10.43 acres, more or less.

be and the same is hereby granted, and the permitted uses for the subject property shall be those set forth in the attached Exhibit "A".

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

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

Section 4: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM R. HODGKINS

EXHIBIT A

- 1) The following types of retail stores:
Antiques, art supply, automobile accessory, automobile new parts, bait and tackle, boat and marine motors in buildings, business machines, camera and photographic supply, confectionery, dairy products, dairy supplies and equipment not including feed or fertilizers, department, dresses, poultry, drug, dry goods, florist, fruit and vegetable, furniture, furrier, garden supply, gift, greeting cards, grocery, hardware, hobby supply, home appliances, household furnishings, ice cream, jewelry, leather goods and luggage, linens, fabrics and draperies, meat market, music and musical instruments, newsstand, notions, office furniture and equipment, optical goods, package liquor, paint, pets and pet supply, seafood, souvenir, sporting goods, stationary and books, sundry, supermarket, television, tobacco, radio and phonograph, toy, wallpaper, wearing apparel, swimming pool supplies and equipment, variety.
- 2) Bakery and delicatessen: Including the preparation, distribution, and retail sales of products (uses such as Dunkin Donuts/ Krispy Kreme).
- 3) The following personal services:
Barber, beauty parlor, pressing and mending, shoe repair, shoeshine.
- 4) The following miscellaneous uses:
Day nursery, dressmaking, laundry and dry-cleaning pickup station, medical and dental offices, nonalcoholic beverage bar, nursery school, restaurant, tailor, watch and jewelry repair, self-service laundry.
- 5) Automobile parking lot and parking garage
- 6) Hotel and motel.
- 7) The following services:
Commercial gymnasiums, service stations. (See Special-Permit use list), fur storage, hospitals as defined in Section 395.002, Florida Statutes 1995, radio, television and phonographic repair incidental to sales, reducing studio, quick-service laundry, utility trailer display and storage incidental to a service station with not more than ten (10) such trailers for rental or sale purposes (see Special Permit use list).
- 8) Dry cleaning establishment for direct services to customers, subject to the following limitations and requirements:
 - a. Service shall be rendered directly to customers who bring in and pick up the articles to be dry-cleaned.
 - b. The establishment shall not provide wholesale or commercial pickup or delivery service.
 - c. The services of not more than five (5) persons shall be utilized in the operation of the establishment.
 - d. Not more than two (2) cleaning units shall be used in any establishment, neither of which shall have a rated capacity of forty (40) pounds.
 - e. The entire cleaning and drying process shall be carried on within completely enclosed solvent-reclaiming units.
 - f. All solvents used in the cleaning process and the vapors therefrom shall be non- explosive and nonflammable.
- 9) The following amusement and recreational uses:
Aquarium, assembly hall, nightclub, music hall, bar, tavern, pool, or billiard room, theater, museum, exhibits.
- 10) The following type of office uses:
Banks and financial institutions, business and professional offices, custom brokers and manufactures agency, employment office, governmental offices, messenger office, post office, public utility offices, stockbroker, stock exchange, telegraph office, ticket office, travel agency, newspaper office.
- 11) The following miscellaneous uses:

Art, charm, dancing, dramatic or music schools, business or commercial school, artist studio, auction of art goods, rugs and the like, costumer, dental laboratory, interior decorator, lawn furniture sale, photographic studio, radio and television studios, public safety such as police, rescue and fire stations, governmental offices.

- 12) New or used automobile, truck and trailer display, sales and repairs, when a special permit has been issued by the Town Commission approving the operational hours, lighting, signage and location of vehicles. Repair and service garage, not including bumping and painting. Auto laundry, boat sales (see Special Permit use list).
- 13) Home appliance repair, hand laundry, job printing shop, locksmith, sharpening and grinding, radio, television and phonographic repair.
- 14) Archery range (indoor), barbecue stand, boxing and sports arena, drive-in restaurant, refreshment stand, golf driving range, miniature golf course, bowling alley, skating rink, swimming pool.
- 15) Lodge hall, telephone exchange, taxidermist, veterinary, research and testing laboratory, mortuary or undertaker, pest control agency.
- 16) Tire and battery store (see Special Permit use list), retail plumbing and electrical fixtures, lawn mower rental, sales and service, ship chandlery, upholstering shop utilizing the services of not more than four (4) persons on the premises and occupying not more than four thousand (4,000) square feet of floor space; offices of electrical and plumbing contractors, including not over four thousand (4,000) square feet of enclosed storage and shop space, with no outside or open air storage of supplies or materials.
- 17) Accessory uses and structures.
- 18) Gasoline, diesel or natural gas sales, motor vehicle service stations) limited to one within Parcel B. The facility shall be located on a corner parcel to provide access on two public streets.
- 19) Self-Storage facility, limited to one within Parcel B, submitted as part of an overall site plan, with a maximum building height, as defined in Section 28-1 of the Town Code, of fifty-five (55) feet. The exterior storage bays shall not front Hallandale Beach Boulevard.

The following uses may be permitted by the Town of Pembroke Park by Special Permit in accordance with the procedures in Section 28-188 of the Code of Ordinances:

- ~~1) Gasoline, diesel or natural gas sales, motor vehicle service stations (limited to one within Parcel B).~~
- 2) 1) Truck fueling facilities.
- ~~3) 2) Arcades, automotive repair establishments, convenience stores not associated with fuel pumps.~~
- 4) 3) New or used automobile, boat, motorcycle, RV, truck or trailer display, sales and repairs,
- ~~5) 4) Auto laundry within an enclosed building.~~
- 6) 5) Tire and battery store.

None of the following uses shall be permitted:

- 1) Bath and massage parlors, adult entertainment uses as defined in Chapter 15 Article IX of the Town's Code of Ordinances. This provision shall not be construed to prohibit the owner from requesting a specific rezoning to the Town's B-1A Business-Adult Use Overlay Zoning District. The Town is not obligated to approve any such rezoning.
- 2) Pawn shops.
- 3) Thrift stores.
- 4) Tattoo and piercing parlors.
- 5) Fortune tellers / Astrology.
- 6) Flea markets.
- 7) Religious establishments.

AGENDA ITEM REPORT



To: commission
Subject: Police Department Budget - Fiscal 2022
Meeting: 12 15 2021 WORKSHOP COMMISSION MEETING - Dec 15 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

Historical overview of the Police Budget and anticipated costs for FY22 and start up of Police Department

FINANCIAL IMPACT:

It has been determined that the police department will not be operational by February 10th and it appears, more likely, that the Police department will not begin until Fiscal 2023. This will result in an increase in the police budget of \$430K, increasing the total budget from \$3,641M to \$4,071M.

ATTACHMENTS:

[Pembroke Park Budget History](#)

JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Status:
Approved - Dec 09 2021
Approved - Dec 09 2021

FY 22 Police Budget

In Thousands of dollars

1

	Approved Budget 4/21	Approved Budget 9/21	FY 2022 Budget	Revised FY22 Budget	Revised FY 22 Start – 7/22	Stand – Alone
Payroll	\$1,411	\$1,494	\$1,163	\$270	\$630	\$1,713
Benefits	\$906	\$976	\$712	\$104	\$345	\$1,139
Operating	\$433	\$485	\$1,490	\$3,421	\$3,013	\$410
Debt Service		\$276	\$276	\$276	\$276	\$276
Totals	\$2,750	\$3,230	\$3,641	\$4,071	\$4,264	\$3,538
FY 22 BSO Contract	\$3,371					

Police Budget

Assumptions

2

	Payroll	Benefits	Operating	Debt Service
Approved Budget 4/21	12 Police Officers (Includes Sergeants)	Benefits amounts will fluctuate They are dependent on the number of police officers and the official start date of the Police department. They include the following: • Payroll Taxes • Pension Plan Contribution • Health Insurance • Dental/Vision Insurance • STD & LTD Insurance • Life Insurance	Expenses Include: Vehicles, Body Cameras Insurance	NONE
Approved Budget 9/21	Updated Recruitment Plan		Professional Service & Maintenance Fees, Body Cameras, Insurance	\$2.5M 10year Loan \$276 Annually
FY 2022 Budget	Hybrid – Includes 8 Months of Salaries for PP Police		Hybrid – 4 Months of BSO Service & Professional & Maintenance Fees	
BSO – Full Year	Current Staffing Levels		Full Year of Service from BSO	
Pembroke Park Startup – 7/22	Current Staffing Levels and Rollout of New Department on 7/15/22		9 Months of Service from BSO – Start PP department on 7-15.	
Stand – Alone	16 Police Officers (Includes Sergeants)		Professional Service & Maintenance Fees, Body Cameras, Insurance	

AGENDA ITEM REPORT

**To:**

Subject: Used Police Cars from Jupiter Police Department

Meeting: PUBLIC NOTICE - WORKSHOP MEETING - October 27, 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

The Police Department was not able to purchase police vehicles in a timely manner due to numerous issues. Current supply constraints will not allow us to obtain cars for our anticipated opening. Jupiter has stepped up to assist us with three marked patrol cars that will only require re-stripping and should be viable for our department for at least two years if used sparingly.

FINANCIAL IMPACT:

\$1750 to Town of Jupiter per vehicle and \$1668. for all stripping. \$6918. Total cost.

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Staff recommends purchasing these three vehicles used from the Jupiter Police Department and having them re-stripped to reflect Pembroke Park.

ALTERNATIVES:

The alternative to purchasing cars from the Town of Jupiter would be to buy three new cars at a cost of \$45K per vehicle plus lighting and stripping.

ATTACHMENTS:

[PEMBROKE PARK PD-FL PROPOSAL \(DODGE CHARGER KITS with REMOVAL\)](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Oct 20 2021
Melissa Anderson, Town Attorney	Approved - Oct 20 2021
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



**GRAPHIC DESIGNS
INTERNATIONAL**
Providing Quality Public Safety
Decals Since 1994.

PROPOSAL

CHIEF DAVID HOWARD

3150 SW 52nd Ave.
Pembroke Park, FL 33023
dhoward@tppfl.gov

PEMBROKE PARK POLICE DEPARTMENT
--

<u>QTY.</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>TOTAL</u>
3	COMPLETE GRAPHICS KIT FOR A 2014 DODGE CHARGER INCLUDING INSTALLATION	\$381.00 each	\$1,143.00
3	REMOVAL OF OLD GRAPHICS	\$175.00 each	\$525.00
TOTAL			\$1,668.00

PLEASE LET ME KNOW IF AND WHEN TO PROCEED. THANK YOU.

Jenice Sellers
AUTHORIZED SIGNATURE
Jenice Sellers

October 20, 2021
TODAY'S DATE

Thank you for your inquiry. We appreciate your consideration.

**PLEASE FAX PURCHASE ORDER TO JENICE SELLERS @ 772-286-8198
OR EMAIL TO JENICE@GDIGRAPHICS.COM**

7941 SW Jack James Dr. Stuart, FL 34997
T: 772-286-0600 | 1-800-344-6853 F: 772-286-8198 WWW.GDIGRAPHICS.COM

TOWN OF JUPITER, 210 MILITARY TRAIL, JUPITER, FLORIDA 33458

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Paid	Amount Due
General Cash Receipts	20430	12/09/2021				
1 Asset Sale - 3 Dodge charges. VIN 2C3CDXAG9EH362566, 2C3CDXAG2EH187397, 2C3CDXAG3DH648251		12/09/2021	\$5,250.00	\$0.00	\$0.00	\$5,250.00
Bill Summary			\$5,250.00	\$0.00	\$0.00	\$5,250.00

1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Interest	Other fees	Total Due
\$5,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,250.00

PLEASE RETURN BOTTOM PORTION WITH PAYMENT



TOWN OF JUPITER
ATTN: ACCOUNTS RECEIVABLE
210 MILITARY TRAIL
JUPITER, FLORIDA 33458
(561) 746-5134 Fax (561) 741-2539

Statement

Statement Date	Customer Number
12/09/2021	886
Statement Total	
\$5,250.00	

886
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

00180182022200020430500005250006



TOWN OF JUPITER
ATTN: ACCOUNTS RECEIVABLE
210 MILITARY TRAIL
JUPITER, FLORIDA 33458
(561) 746-5134 Fax (561) 741-2539

INVOICE

Invoice Date	Invoice No.
12/09/2021	20430
Customer Number	
886	
Invoice Total Due	
\$5,250.00	
Due Date	
12/09/2021	

886
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

00180182022200020430500005250006

TOWN OF JUPITER, 210 MILITARY TRAIL, JUPITER, FLORIDA 33458

Invoice Date: 12/09/2021

Customer Number: 886

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
Asset Sale	3.00	\$1750.00	EACH	\$5,250.00	\$0.00	\$0.00	\$5,250.00

Please put Invoice Number on your check.
Make Checks Payable to: Town of Jupiter

Invoice Total: \$5,250.00

AGENDA ITEM REPORT



To:

Subject: Purchase of printers for police vehicles

Meeting: 10 27 2021 DRAFT WORKSHOP COMMISSION MEETING - Oct 27 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

These purchases are from a cooperative and therefore satisfy the procurement code (National IPA Technology Solutions (2018011-01) from CDW-G)

FINANCIAL IMPACT:

one time purchase of \$ 10,953.45 for Eleven Printers

RECOMMENDATION:

Approve purchase.

ATTACHMENTS:

[MKSJ806](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Oct 20 2021
Melissa Anderson, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

QUOTE CONFIRMATION



DEAR MARK PAKULA,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MKSJ806	10/13/2021	POCKETJET	8245953	\$10,953.45

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brother PocketJet PJ-763 - printer - monochrome - direct thermal Mfg. Part#: PJ763 UNSPSC: 43212108 Contract: National IPA Technology Solutions (2018011-01)	11	3877336	\$395.41	\$4,349.51
Havis - mounting kit Mfg. Part#: C-PM-1001 Contract: National IPA Technology Solutions (2018011-01)	11	6671704	\$106.54	\$1,171.94
Brother Premium - thermal paper - 600 sheet(s) Mfg. Part#: LB3788 UNSPSC: 14111507 Contract: National IPA Technology Solutions (2018011-01)	100	2001358	\$54.32	\$5,432.00

PURCHASER BILLING INFO		SUBTOTAL	\$10,953.45
Billing Address: TOWN OF PEMBROKE PARK ACCTS PAYABLE 3150 SOUTWEST 52ND AVE PEMBROKE PARK, FL 33023 Phone: (9549) 664-6001 x 220 Payment Terms: VISA		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$10,953.45
DELIVER TO		Please remit payments to:	
Shipping Address: TOWN OF PEMBROKE PARK MARK PAKULA 3150 SOUTWEST 52ND AVE PEMBROKE PARK, FL 33023 Phone: (9549) 664-6001 x 220 Shipping Method: UPS Ground		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Alex Powell

(866) 253-1086

alex.powell@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$10,953.45	\$307.68/Month	\$10,953.45	\$351.50/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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AGENDA ITEM REPORT



To: Town Commission
Subject: Police Department Engineering Design Proposal from Calvin & Giordano
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 27 2021
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Town Commission has approved the creation of a Police Department. The Department must have a location to house its offices to conduct business and its police duties. One suggestion is to do renovation to the north wing of Town Hall (former Building Department) and transform that space into a Police department. This item meets the procurement code requirements because Calvin Giordano is under a continuing services agreement with the town.

FINANCIAL IMPACT:

Not-to-Exceed \$126,237.50. (all but construction costs)

RECOMMENDATION:

Recommendation to approve the engineering design proposal to begin the construction procurement process

ATTACHMENTS:

[21-5612.1 TOPP Police Built-out 2021-10-19](#)

[21-5612.1 TOPP Police Build-out - Staff-Hours Budget 2021-10-22](#)

	Status:
Melissa Anderson, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Memorandum of Understanding For Engineering Services for the Police Department Build-out Town of Pembroke Park

Project: Police Department Build-out
Project Number: 21-5612.1

Date: October 22, 2021

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

In response to the Town of Pembroke Park's (TOWN) request, Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this Memorandum of Understanding (MOU) to identify the overall project scope and to outline the scope of professional services and associated fees for Police Department Build-out architectural and engineering services at the Town of Pembroke Park. The scope of work proposed under this MOU shall generally include the interior build-out of the Police Department on the north half of the ground floor of the Town Hall including evaluation, detailed design, construction documents, inspection and project close out as indicated in the 2020 Florida Building Code (7th Edition) and permitting agencies.

PROJECT SCOPE

The general scope of work to be completed by CGA for the proposed police department build-out includes the preparation of a technical memorandum to summarize the ground floor electrical system, air conditioning systems evaluation, evaluation of the existing generator and associated electrical components, as well as detailed design, construction documents, inspection, and project close out for the Police Department interior build-out.

The anticipated scope of work shall include the following:

1. Renovate the entire ground floor north side of the Town Hall building, included but not limited to, separation of the Police Department areas from the existing ground floor electrical and air conditioning systems.
2. Provide new electrical, plumbing, and air conditioning to the existing garage area proposed to be enclosed.
3. Evaluation and upgrade of the existing server room's power and A/C.
4. Review the existing condenser water piping conditions at ground floor level and propose replacement if required.

SCOPE OF PROFESSIONAL SERVICES

The services offered by CGA under this MOU generally consist of the preparation of a technical memorandum and the construction document preparation for the above referenced scope of services. CGA shall execute Professional Services Agreements (PSA's) with Saltz Michelson Architect (SMA) to assist with the interior design and the structural engineering to close the existing garage openings for the Police Department build-out. CGA understands that time is of the essence, and, consequently, shall make every effort to perform this work in an expeditious manner, whenever possible. The Scope of Professional Services to be provided under this MOU and the associated fees are detailed below.



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

The following tasks shall be executed under this agreement:

- **Task 1: Data Collection**
- **Task 2: Ground Floor Existing Air Conditioning Evaluation**
- **Task 3: Preparation of Technical Memorandum/Preliminary Design Documents**
- **Task 4: 60% Design Documents**
- **Task 5: 90% Design Documents**
- **Task 6: 100% Design Documents**
- **Task 7: Bidding Services**
- **Task 7: Engineering Services During Construction**

Task 1 – Data Collection

CGA shall perform the due diligence to obtain the required information to complete the evaluation and design. These services shall include:

1. Review record drawings, permits and other TOWN records. CGA will also request and review all the structural drawings and permits closeouts documents available from the TOWN Building Department.
2. Conduct a visual condition assessment of the building first floor air conditioning and the main electrical distribution systems of the Town Hall Building. These assessments shall identify first floor air conditioning deficiencies, cooling tower and associated pumps evaluation and main electrical distribution system. Two (2) site visits per trade are assumed for this task.
3. TOWN shall provide a Test and Balance (T&B) Report of the first floor air conditioning system. This report will be required for the air conditioning evaluation of the areas serve by the system.
4. This task will also include general coordination with TOWN staff related to progress and potential issues/resolution that may evolve throughout the life of the Project.

Task 2 – Ground Floor Existing Air Conditioning Evaluation

Evaluate the existing ground floor air conditioning (A/C) system capacity due to the separation of the Police Department Build-out from the existing ground floor A/C system. The evaluation of the existing ground floor A/C system must be completed prior to the preparation of the TM report. An evaluation report will be provided with the finding from the load calculations, including recommendation and/or alterations to the existing ground floor A/C system. Construction documents indicating changes to the ground floor A/C system and other associated changes can be provided as Additional Services to be approved by the TOWN.

Task 3 – Preparation of Technical Memorandum/Preliminary Design Documents

1. Prepare a technical memorandum (TM) to include:
 - a. A compilation of the findings and preliminary recommendations of the proposed Police Department area, including but not limited to, electrical, plumbing and air conditioning, as required.
 - b. Air conditioning load calculations of the areas served from first floor air conditioning system, and recommendations for changes and controls of the system. To provide this part of the TM, Task 8 shall be completed prior the preparation of the TM.
 - c. Evaluation of the existing generator capabilities.

PAGE 2 OF 5

- d. A preliminary cost estimate for the proposed preliminary recommendations.
2. Prepare a preliminary plan layout of the Police Department Build-out for TOWN review.
3. Provide one meeting for the review of the preliminary layout and TM with TOWN.
4. Revise preliminary plan per TOWN review and comments. Resubmit revised plan for final approval. Preliminary plan shall be approved by TOWN prior to start 60% design documents.
5. One revised preliminary plan submission is assumed. Any additional revisions to preliminary plan considered a major revision will require an Additional Service Agreement (ASA).

Task 4 – Preparation and Development of Plans and Specifications – 60% Design Documents

CGA will prepare preliminary plans and draft technical specifications for the Police Department Build-out as part of the Project. The services under this task will include:

1. Preparation of architectural, mechanical (air conditioning), structural, electrical, and plumbing drawings for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and TOWN standards whenever possible. All drawing submittals will be provided in digital (.pdf) format.
2. Coordination with TOWN security system vendor for location of devices and requirements, security system construction documents shall be provided by others.
3. Preparation of draft technical specifications using CGA and TOWN standard requirements as applicable. The TOWN shall provide its latest front-end documents to CGA for review of consistency with the technical specifications.
4. Prepare an Architect/Engineers Opinion of Probable Construction Costs at the 60% Design submittal milestone.
5. Attendance at a meeting with the TOWN to review and discuss the documents.
6. Upon approval of this task's documents from the TOWN's, CGA will start the 90% Design task as outlined below. It is assumed that the City will provide review comments within five (5) working days of receiving the 60% submittal.
7. All work shall be in accordance with all currently applicable local, state, and federal rules and regulations, and design standards including, but not limited to: TOWN, USEPA, OSHA, NEC, IC and NFPA.

Task 5 – Preparation and Development of Final Design – 90% Design Documents and Permitting

CGA will prepare 90% plans and technical specifications for the Police Department interior build-out as part of the Project. The services under this task will include:

1. Incorporation of the TOWN's 60% Design Review comments into the documents and development of the architectural, mechanical, structural, electrical, and plumbing drawings to 90% design documents for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in both hardcopy (24" x36") and digital (.pdf) formats.
2. Final coordination with TOWN security system vendor for location of devices and requirements, security system construction documents shall be provided by others.
3. Incorporation of the CITY's 60% Design Review comments into the technical specifications.
4. Updating of the Architect/Engineers Opinion of Probable Construction Costs.
5. Attendance at a meeting with the CITY to review and discuss the documents.
6. Submit 90% design documents and technical specification for a dry-run to the building department.



7. All work shall be in accordance with all currently applicable local, state and federal rules and regulations, and design standards including, but not limited to: TOWN, USEPA, OSHA, NEC, IC and NFPA.

Task 6 – Preparation and Development of Final Design – 100% Design Documents

CGA will prepare 100% plans and technical specifications for the Police Department Built-out as part of the Project. The services under this task will include:

1. Incorporation of the building department 90% Design Review comments into the documents and development of the architectural, mechanical, structural, electrical, and plumbing drawings to Bid Documents for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in both hardcopy (24" x36") and digital (.pdf) formats.
2. Incorporation of the building department 90% Design Review comments into the technical specifications and develop the specifications to Bid Documents for the Project.
3. Updating of the Architect/Engineers Opinion of Probable Construction Costs.
4. All work shall be in accordance with all currently applicable local, state and federal rules, regulations and design standards including, but not limited to: CITY, USEPA, OSHA, NEC, IC and NFPA.

Task 7 – Bidding Services

CGA will provide bidding services to the TOWN for the Police Department Build-out. The services under this task will include:

1. Conduct and attend pre-bid conference for each contract, meeting minutes shall be provided by the TOWN. Responses to pre-bid conference questions will be in the form of addenda issued to TOWN for review and approval.
2. Prepare addenda for each contract addressing additions, deletions, modifications, or interpretations to the contract documents. Issuance of one addendum for the contract is assumed.
3. Provide bid evaluation and recommendations.

Task 8 – Engineering Services During Construction

It is assumed that the engineering services during construction will include the required improvements for the Police Department interior build-out. It is assumed a six-month construction time and one month to address the punchlist items. Per the Town's request, attendance at bi-weekly progress meetings is include. Engineering services during construction related to improvements not included in the Police Department interior build-out will be considered Additional Services to be approved by the TOWN. The services under this task will include:

1. Review shop drawings and respond to request for information (RFI) for conformance with the design criteria.
2. Review Contractor's red-line as-builts documents. CGA can provide revisions to the final documents as additional services per TOWN request.
3. Attend bi-weekly OAC meetings and review of once-a-month Certificate of Payment Inspections.
4. Conduct construction progress field visits and provide reports. A total of twelve (12) site visits are assumed for this task. These visits will be coordinated with the OAC meeting schedule.
5. Conduct one (1) substantial completion field observations site visit and submit punchlist for each construction contract.

6. Conduct one (1) final completion field observations site visit for the construction contract to confirm that the Contractor's completed work is in general accordance with the Contract Documents and that all previously issued punchlist items have been addressed by the Contractor.
7. Participate in start-up/commissioning period, a total of two (2) site visits are assumed for this task.

Assumptions:

- All permitting fees shall be paid by the TOWN.
- These services are based on assumed improvements based on current conditions. If additional improvements are needed and not included in the scope of work, an additional services proposal will be required.
- The existing parking lot and parking spaces are to remain. Civil site engineering is not included but can be provided under an additional services agreement (ASA).
- Surveying services are not included. If topographic survey or elevations are required, an ASA shall be required.
- External ADA improvements are not included.
- It is assumed site plan processing or modification is not required and therefore is not included.
- CGA will provide project management as part of the scope of work.
- CGA will provide Design Team coordination to assure the project progresses on schedule. This includes internal progress meetings; coordination with sub-consultants and CGA staff; coordination with the TOWN; budget control and invoice processing; responding to TOWN comments; provide supporting documentation for design and permitting; and quality control review of design; overall coordination to keep the Owner aware of the project's progress, budget, schedule and critical design decisions.
- Proposed plans for the inside of the building are limited to the north half of the first floor. No other interior improvement analysis or plans are included.
- It is assumed that the existing generator will remain, and the electrical system modified to accept the new police build-out. The scope does not include replacement of the generator.
- The existing windows inside the build-out area are to remain. They will be replaced as part of a future hurricane hardening project.
- Access to the site will be provided by the TOWN.

Information to be provided by the Client:

- TOWN will provide front end documents for incorporation into the CD's.

Services not included on this MOU:

- Geotechnical Investigation
- Utility Coordination or Subsurface Utility Exploration
- Civil/Survey Site Engineering

FEES

The table below gives the hourly breakdown for the subject professional basic services; not-to-exceed total of **\$126,237.50**. It is assumed that all items outlined on the specific scope of work will be executed.

Staff-Hours by Classification & Hourly Rate for Services									
Task	Engineering Department						Sub-Consultants		Task Subtotal
	Civil Engineering Services			Electrical Engineering Services					
	Director ENG (V)	Clerical	Task Subtotal	Project Manager (IV)	CADD Tech.	Task Subtotal	SMA	Task Subtotal	
	\$175.00	\$75.00		\$150.00	\$95.00		LS		
Task 1									
1A - Project Management	2		\$350.00	8		\$1,200.00		\$0.00	\$1,550.00
1C - Obtain existing conditions			\$0.00	8		\$1,200.00		\$0.00	\$1,200.00
1E - SMA			\$0.00			\$0.00	\$4,200.00	\$4,200.00	\$4,200.00
Task 2									
Ground floor A/C Evaluation			\$0.00	2		\$300.00	\$3,150.00	\$3,150.00	\$3,450.00
Task 3									
3A - Project Management	2		\$350.00	8		\$1,200.00		\$0.00	\$1,550.00
3A - TM & Prelim	1	8	\$775.00	24	24	\$5,880.00		\$0.00	\$6,655.00
3B - Prelim Cost Estimate			\$0.00	12		\$1,800.00		\$0.00	\$1,800.00
3B -Meeting	1		\$175.00	2		\$300.00		\$0.00	\$475.00
3F - SMA			\$0.00			\$0.00	\$7,350.00	\$7,350.00	\$7,350.00
Task 4									
4A - Project Management	2		\$350.00	8		\$1,200.00		\$0.00	\$1,550.00
4B - 60% Design Documents	1		\$175.00	24	24	\$5,880.00		\$0.00	\$6,055.00
4C - Meeting	1		\$175.00	2		\$300.00		\$0.00	\$475.00
4F - SMA			\$0.00			\$0.00	\$15,277.50	\$15,277.50	\$15,277.50
Task 5									
5A - Project Management	2		\$350.00	8		\$1,200.00		\$0.00	\$1,550.00
5B - 90% Design Documents	1		\$175.00	40	32	\$9,040.00		\$0.00	\$9,215.00
5C - Meeting	1		\$175.00	2		\$300.00		\$0.00	\$475.00
5F - SMA			\$0.00			\$0.00	\$25,956.00	\$25,956.00	\$25,956.00
Task 6									
6A - Project Management	2		\$350.00	4		\$600.00		\$0.00	\$950.00
6B - 100% Design Documents	1		\$175.00	8	12	\$2,340.00		\$0.00	\$2,515.00
6C - Meeting	1		\$175.00	2		\$300.00		\$0.00	\$475.00
6F - SMA			\$0.00			\$0.00	\$3,234.00	\$3,234.00	\$3,234.00
Task 7									
7A - Project Management			\$0.00	4		\$600.00		\$0.00	\$600.00
7B - Pre-bid conference			\$0.00	4		\$600.00		\$0.00	\$600.00
7C - Pre-bid agenda and RFI			\$0.00	8	8	\$1,960.00		\$0.00	\$1,960.00
7D - Bid Evaluation			\$0.00	8		\$1,200.00		\$0.00	\$1,200.00
7F - SMA			\$0.00			\$0.00	\$3,150.00	\$3,150.00	\$3,150.00
Task 8									
8A - Project Management			\$0.00	12		\$1,800.00		\$0.00	\$1,800.00
8B - RFI			\$0.00	16		\$2,400.00		\$0.00	\$2,400.00
8C - Shop drawings			\$0.00	12		\$1,800.00		\$0.00	\$1,800.00
8D - Field visits and reports			\$0.00	32		\$4,800.00		\$0.00	\$4,800.00
8D - SMA			\$0.00			\$0.00	\$11,970.00	\$11,970.00	\$11,970.00
Total Hours	18	8		258	100				
Total Amount			\$3,750.00			\$48,200.00		\$74,287.50	\$126,237.50

Police Department Build-out fee = \$126,237.50 (Fee does not include any cooling tower and generator electrical systems upgrades)

AGENDA ITEM REPORT



To:

Subject: PremierOne Mobile Licenses w/install

Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - Nov 10 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Police Officers are MANDATED through the Broward County Dispatch Center to maintain the ability to communicate via computer in addition to radio. This software will enable communications between the County and officer laptops.

FINANCIAL IMPACT:

\$43,975 and not to exceed \$60,000 over a 5 year contract, due to possible county fees to be assessed in the future.

POLICY IMPLICATIONS:

The quote is based on sole source as integrating into the regional dispatch system requires Motorola PremierOne cad license

RECOMMENDATION:

Staff recommends the purchase of ten (10) licenses in total for use by the officers to interact with the Regional Dispatch Center.

ALTERNATIVES:

There is no alternative for this request

ATTACHMENTS:

[Pembroke Park FL 10 P1 Mobile Licenses WITH INSTALL 110221](#)



MOTOROLA SOLUTIONS

Budgetary Proposal

Pembroke Park Police Department

PremierOne Mobile License Proposal

21-121772/FL-21P225A

November 2, 2021

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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November 2, 2021

Pembroke Park Police Department
3150 SW 52ND Avenue
Pembroke Park, Florida 33023

Re: Budgetary Proposal for Motorola Solutions PremierOne Mobile Licenses ("Proposal")
Broward County Contract Maintenance and Support Agreement: #264

Dear Chief David Howard:

Motorola Solutions, Inc. ("Motorola") is pleased to provide the following budgetary Proposal to Pembroke Park Police Department ("Customer"). This proposal is provided for informational (or budgetary) purposes only and does not constitute an offer to sell or license any Motorola product. Motorola is making no commitment as to pricing, products or terms which will require further detailed analysis of your requirements.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions or concerns you might have:

Karen Sweet
Senior Account Manager Software Sales
303-910-3070
Karen.sweet@motorolasolutions.com

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in black ink that reads 'Max Jenkins'.

Max Jenkins
National Account Sales Manager

Section 1

Disclaimer

The design, technical, pricing, and other information ("Information") furnished with this budgetary submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. The Information provided in this submission is provided for evaluation and budgetary purposes only and does not constitute a binding offer to sell or license any Motorola product or services. Motorola is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.

Section 2

Assumptions

This budgetary proposal for the PremierOne Mobile License is subject to the following assumptions:

- The Customer will supply all workstation hardware, OS and other software required by their infrastructure.
- Motorola's proposal makes no provision for cabling or capital improvements to the installation environment, nor does it address any power consumption or bandwidth considerations that may be required to support the PremierOne solution.
- Motorola's proposal is based on the items listed in the description of the price quotation.

Section 3

Budgetary Pricing

This budgetary proposal has been prepared with the following pricing:

Description	Sales Price
Year 1 (10) PremierOne Mobile Licenses with Install (concurrent)	\$33,507.00
Year 2 Warranty and Maintenance	\$2,502.00
Year 3 Warranty and Maintenance	\$2,577.06
Year 4 Warranty and Maintenance	\$2,654.37
Year 5 Warranty and Maintenance	\$2,734.00
GRAND TOTAL	\$43,974.43

AGENDA ITEM REPORT



To:

Subject: Central Square Software Licenses to access the Broward County Records Management System.

Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - Nov 10 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

These licenses will allow access to the Broward County Records Management System (RMS). An RMS is a mandatory item for every agency in Florida and utilizing the same system that is currently in use in Broward County should work to significantly lessen the wait time for on boarding with the Broward County Regional Dispatch Center. This is a sole source item to purchased under the current BSO contract.

FINANCIAL IMPACT:

\$150,000. total cost with a \$13,000 annual fee to increase by 5% annually. Additionally, this quote has been submitted to Broward County to ensure all charges annotated are required, for example both myself, and the two project managers have used this software previously and will not require the \$40,000 training fee. However, until we get the green light from the County we will need approval to move forward to better meet our county imposed deadline.

POLICY IMPLICATIONS:

Both Florida Incident Based and National Incident Based reporting compliant

RECOMMENDATION:

Staff recommends the purchase of twenty (20) sole-source Records Management System (RMS) Licenses.

ALTERNATIVES:

There is a state based alternative that is not ready as of today but could be ready in the future however we have limited information on this system but can explore this alternative at a later date after it is more readily available.

ATTACHMENTS:

[PembrokeAddOnQuote11.8](#)

Status:

Harry Taubenfeld, Finance & Budget Director	Approved - Nov 08 2021
Melissa Anderson, Town Attorney	Denied - Nov 08 2021
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Quote prepared on:

November 08, 2021

Quote prepared by:

Rebecca Villalona

rebecca.villalona@centralsquare.com

Quote #: Q-41462

Primary Quoted Solution: ONESolution PS

Quote expires on: February 08, 2022

Quote prepared for:

David Howard

Pembroke Park Police Department

3150 SW 52nd Ave

Pembroke Park, FL 33023

(954) 966-4600

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

ONESOLUTION SOFTWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
ONESolution Accident Wizard License Fee	4	1,000.00	4,000.00
ONESolution Barcoding Hand-Held Client License License Fee	1	1,000.00	1,000.00
ONESolution MCT Client-MAPS License Fee	20	100.00	2,000.00
ONESolution MCT Client-No CAD Interface License Fee	20	400.00	8,000.00
ONESolution MFR Client License Fee	20	800.00	16,000.00
ONESolution MFR Client-Accident Reporting License Fee	20	400.00	8,000.00
ONESolution MFR Client-Accident Wizard License Fee	20	190.00	3,800.00
ONESolution MFR Client-Arrest Affidavit License Fee	20	200.00	4,000.00
ONESolution MFR Client-Arrest License Fee	20	300.00	6,000.00
ONESolution MFR Client-Citation License Fee	20	400.00	8,000.00
ONESolution MFR Client-MOBLAN Version License Fee	2	400.00	800.00
ONESolution Police-to-Citizen Annual Subscription Fee	1	3,000.00	3,000.00
ONESolution RMS Map Display & Pin Mapping License License Fee	4	600.00	2,400.00
ONESolution RMS Workstation License Fee	4	1,500.00	6,000.00
Software Total			73,000.00 USD

MS VISIO

MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:

November 08, 2021

Quote prepared by:

Rebecca Villalona

rebecca.villalona@centralsquare.com

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Microsoft Visio License Fee	18	359.00	6,462.00
Software Total			6,462.00 USD

SOFTWARE SUMMARY

Software Total	79,462.00 USD
----------------	---------------

WHAT SERVICES ARE INCLUDED?

ONESOLUTION IMPLEMENTATION SERVICES

DESCRIPTION	TOTAL
Public Safety Project Management Services - Fixed Fee	11,700.00
Public Safety Technical Services - Fixed Fee	18,720.00
Public Safety Training Services - Fixed Fee	39,780.00
Services Total	70,200.00 USD

SERVICES SUMMARY

Services Total	70,200.00 USD
----------------	---------------

WHAT HARDWARE IS INCLUDED?

MS VISIO

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Local Property & Evidence Bar Coding Kit Hardware	1	2,249.93	2,249.93
Shipping & Handling	1	50.00	50.00
Hardware Total			2,299.93 USD

HARDWARE SUMMARY

Hardware Total	2,299.93 USD
----------------	--------------

MORE INFORMATION AT CENTRAL SQUARE.COM



Quote prepared on:

November 08, 2021

Quote prepared by:

Rebecca Villalona

rebecca.villalona@centralsquare.com

QUOTE SUMMARY

Software Subtotal	79,462.00 USD
-------------------	---------------

Services Subtotal	70,200.00 USD
-------------------	---------------

Hardware Subtotal	2,299.93 USD
-------------------	--------------

Quote Total	151,961.93 USD
-------------	----------------

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	14,000.00
FIRST YEAR SUBSCRIPTION TOTAL	3,000.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)



Quote prepared on:

November 08, 2021

Quote prepared by:

Rebecca Villalona

rebecca.villalona@centralsquare.com

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

MORE INFORMATION AT CENTRALSQUARE.COM

AGENDA ITEM REPORT



To: Town Commission
Subject: Site Development Plan / 3195 West Hallandale Beach Boulevard / Seneca Town Center
Meeting: 12 15 2021 SPECIAL COMMISSION MEETING - Dec 15 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

Property Folio ID:

[514220170073](#)

Owner/Agent:

Hallandale Land Trust LLC / Southeast Investments, Inc

Land Use Designation:

Commercial

Adjacent Land Use Designation:

North: Industrial

East: Medium High Residential

South: Commercial

West: Commercial

Zoning Designation:

B-1 Business District/ Ordinance 03-06-03

Adjacent Zoning Designation:

North: M-1

East: RM-25

South: B-1

West: B-1

COMPANION ITEMS TO BE CONSIDERED BY THE TOWN COMMISSION

- Amend the permitted and special permit uses for Parcel B of the Seneca Plat (21-RZ-01)
- Parking Reduction for a self-storage facility (21-PR-01)

PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board reviewed the site development plan at its October 21, 2021 meeting. The Planning and Zoning Board recommends approval with conditions of the proposed site development plan.

PROJECT BACKGROUND

The proposed project is the development of approximately 6.22 acres of commercial uses including a gasoline station, fast-food restaurant, drive-in bank/medical office/retail, and self-storage.

The project includes improvements to SW 32 Avenue and turn lanes from Hallandale Beach Blvd into the site. These improvements will be coordinated through Broward County and the Florida Department of Transportation.

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

PROJECT ANALYSIS

The proposed project includes four buildings with the following uses: gasoline station (Wawa), a fast-food restaurant (Popeye's), a commercial building with a drive-thru, and a self-storage facility (ExtraStorage). Each building fronts onto Hallandale Beach Boulevard.

Comprehensive Plan and Zoning Analysis

The subject property has a Land Use designation of "Commercial". The proposed uses meet the intent of the Commercial designation. The Town's Comprehensive Plan does not directly address self-storage facilities but does all for "office and business uses" within the Commercial land use category.

The underlining zoning district for Parcel B is B-1 Business District. The subject site is located within the Seneca Plat Parcel B ("Parcel B"). Permitted uses within Parcel B are governed by Ordinance 03-06-03. The ordinance includes permitted uses, uses requiring a Special Permit and prohibited uses. Contingent upon approvals of Application 21-RZ-01, which amends Ordinance 03-06-03 to allow for a self-storage facility and a gasoline station, all proposed uses are permitted "by-right" on the site.

It should be noted that the B-1 zoning district has restrictions on the placement of gasoline stations. As Ordinance 03-06-03 regulates uses within Parcel B and limits gasoline, diesel or natural gas sales, motor vehicle service stations to one within Parcel B it is the position of the Town that the restrictions in the B-1 zoning district do not apply.

Site Zoning Requirements

The maximum height allowed on the site is 100 feet. The maximum height proposed is 50' 54" (self-storage facility) with all other structures being less than 25 feet.

All required building setbacks are exceeded as demonstrated in the chart below.

Use	Required Front Setback	Provided Front Setback	Required Street Side Setback	Provided Street Side Setback	Required Side Setback	Provided Side Setback	Required Rear Setback	Provided Rear Setback
Gasoline Station	30 feet	184 feet	35 feet	107 feet	10 feet	N/A	35 feet	60 feet
Fuel Pumps	25 feet	65.5 feet	25 feet	77 feet	10 feet	N/A	25 feet	N/A
Fast Food Restaurant	10 feet	92 feet	10 feet	N/A	10 feet	N/A	10 feet	123 feet
Drive-in Bank/Medical Office /Retail	10 feet	93 feet	10 feet	N/A	10 feet	N/A	10 feet	142 feet
Self-Storage	10 feet	73 feet	10 feet	N/A	10 feet	46 feet	10 feet	80 feet

Due to the setbacks provided, the pedestrian traffic along the corridor, and the mass transit routes adjacent to the site, Staff requested pedestrian access to the site to be provided in a way that does not conflict with the ingress/egress driveway access. The applicant has provided three pedestrian connections through the site from Hallandale Beach Boulevard to align with the gasoline station, the fast-food restaurant and the drive-in bank/medical office/retail buildings respectively.

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

Section 13.5-34 of the Code of Ordinances provides standards for drive-up facilities. All uses providing drive-up or drive-through service shall provide on-site stacking lanes that are located and designed to minimize turning movements in relation to the driveway access to streets and intersections. Additionally, drive-in facilities and stacking lanes shall be located and designed to minimize or avoid conflicts between vehicular traffic and pedestrian areas such as sidewalks, crosswalks, or other pedestrian access ways and shall not be permitted to also serve as a parking aisle.

There are specific stacking lane requirements based on use. Financial institutions shall have a minimum distance of two hundred (200) feet. Two (2) or more stacking lanes may be provided which together equal two hundred (200) feet. All other uses shall have a minimum stacking distance of one hundred (100) feet. The proposed project meets this requirement.

Architecture

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

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

Right-Of-Way and Site Access

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

Plat

The current plat note restricts Parcel B to 160,000 square feet of commercial uses. The subject site is part of Parcel B. Prior to the proposed development there are 18,439 gross square feet of commercial uses in Parcel B. The proposed development on site is 127,040 square feet. This will result in the proposed total build out of Parcel B at 151,115 square feet which is under the maximum provided for by the plat note. The proposed development does not exceed the maximum square feet of commercial allowed on Parcel B.

Traffic Impact Study

As part of the application the applicant provided a Traffic Impact Study. The Traffic Impact Study details the projected vehicle trip the proposed uses on site will generate. The report was reviewed by the Town's Traffic Engineer Consultant, and it was determined that the proposed project will not degrade the level of service on Hallandale Beach Boulevard or Seneca Boulevard. The existing turn lanes at the intersection of Hallandale Beach Boulevard and Seneca Boulevard are adequate to accommodate the new trips generated by the project.

RECOMMENDATION

Approval with the following conditions:

1. This approval is granted for Site Development Plan dated September 23, 2021.
2. This approval is contingent on the following approvals:
 - a. Amend the permitted and special permit uses for Parcel B of the Seneca Plat
 - b. Parking Reduction for a self-storage facility
3. The Site Development Plan depicts the location of separate uses/buildings. Each use/building meets the Town Code, with one (self-storage) being subject to a parking reduction. If the property is subdivided in the future, the applicant shall demonstrate each parcel meets the approved or required parking requirements or provide a cross parking agreement.
4. If the building currently labeled as "Drive-in Bank/Medical Office/Retail" becomes a use that is determined to be more intense by the Town Planner, a new site development plan application may be required.
5. All exterior paint colors will require a Town Paint Permit to be reviewed by the Town Planner in accordance with the Town's adopted color palette.
6. All signage must meet the Town's sign requirements or apply for an appropriate variance.
7. The Site Development Plan approval will expire 18 months from the date of Town Commission approval unless extended in accordance with Section 20-25 of the Code if no valid building permit for site work or a principal building has been issued and kept in force.

RECOMMENDATION:

Approve with conditions the Site Development Plan at 3195 West Hallandale Beach Boulevard.

ATTACHMENTS:

[20210611_13271069263](#)
[Application for Site Plan Review](#)
[Seneca Town Center-color 9-23-21_EDITED](#)
[2021-09-22_Site Plan Graphic_Seneca Town Center](#)
[2021-09-23 - Combined Civil Set](#)
[21029-Permit-Set](#)
[21042A_A1.0 FIRST FLOOR PLAN](#)
[21042A_A1.1 SECOND FLOOR PLAN](#)
[21042A_A3.0 EXTERIOR ELEVATIONS](#)
[21042A_A3.1 EXTERIOR ELEVATIONS](#)
[21042B_B1.0 FLOOR PLAN](#)
[21042B_B3.0 EXTERIOR ELEVATIONS](#)
[Gas and Convenience Store -Renderings](#)
[Popeye - RENDERING PEMBROKE PARK](#)
[Popeyes - A1 FLOOR PLAN](#)
[Traffic Impact Study for PZB2](#)

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

June 11, 2021

VIA ELECTRONIC MAIL

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

**Re: Application for Site Development Plan and Special Permit Approval
3195 W. Hallandale Beach Boulevard (the "Property")**

Dear Ms. Siegel:

LETTER OF INTENT

Please consider this our Letter of Intent on behalf of the applicant Southeast Investments, Inc., an affiliate of our client, Ferber Construction Management LLC (the "Applicant"), for Site Development Plan and Special Permit Approval.

I. The Property

The Property consists of approximately 6.22 acres fronting located on the northeast corner of West Hallandale Beach Boulevard and SW 32nd Avenue/Seneca Boulevard. The Property is the subject of prior development approvals, however, the Property remains vacant and undeveloped. Our client is the contract purchaser of the Property, and the proposed application seeks approval for a multi-use development to transform this idle land to a developed parcel to provide services and tax revenues to the residents of the Town of Pembroke Park.

II. Site Plan

As evidenced by the site plan attached to the application, our client's plan is to develop the Property with four uses across an integrated site plan. The proposed plan incorporates internal drives facilitating cross access between the parcels, thus providing for two ingress and egress drives along West Hallandale Beach Boulevard rather than

MIAMI 8438947.4 100009/300034

Bilzin Sumberg Baena Price & Axelrod LLP | 1450 Brickell Avenue, 23rd Floor, Miami, Florida 33131-3456
Tel 305.374.7580 | Fax 305.374.7593 | bilzin.com

independent drives for each use. Circulation is further facilitated by the access drive on SW 32nd Avenue/Seneca Boulevard, facilitating access to the Property for northbound travelers without the need to utilize West Hallandale Beach Boulevard.

By creating a uniform plan, our client proposes a common architectural theme across the site, creating both an aesthetically pleasing and functional development. The corner anchor of the site reflects a new Wawa convenience store and gasoline service station. The new Wawa will be the anchor to help activate the corner, providing not only the convenience of vehicle fueling, but the restaurant and retail services to which Wawa customers have become accustomed. Our client propose that in addition to the Wawa, a fast food restaurant with drive-through, a second use that with which our client is exploring options (including either an additional restaurant, a drive-through financial institution/bank, office or retail), and a four-story self-storage facility on the western most Property.

Both the layout of the site and the proposed mix of uses make the proposed site plan an ideal development on the Property. The proposed self-storage facility serves many purposes. The Wawa often recaptures trips that are already on the road, and the fast food restaurant and anticipated third use will generate certain AM/PM peak hour trips on the road. The self-storage use complements the above uses, in that the self-storage facility generates minimal traffic, and such traffic is generally not during the peak times utilized by the other parcels. Therefore, the self-storage facility creates a more symbiotic relationship with other uses, so as to create minimal impact on the roadways. Further, rather than stretching three uses across the Property and underutilizing the land, the self-storage facility creates an additional use that will generate additional annual property tax revenues for the Town, over and above the other three uses.

Additionally, the Property abuts an industrial park with elongated buildings perpendicular to West Hallandale Beach Boulevard. The industrial park buildings are oriented internal to the site with solid blank walls facing West Hallandale Beach Boulevard. The proposed self-storage facility will not only provide functional uses on the Property, generating additional tax revenue for the Town, but will also serve as an aesthetically pleasing transition between the industrial park to the north and West Hallandale Beach Boulevard. The proposed, self-storage facility is being designed to blend in with the other uses, creating an attractive structure fronting on West Hallandale Beach Boulevard complementing the other proposed uses on the Property.

III. Comprehensive Plan

The Property is designated as C, Commercial, on the Town of Pembroke Park Future Comprehensive Plan ("Plan") Future Land Use Map ("FLUM"). Pursuant to the Plan, the commercial use designation permits among other uses, retail, office and business uses. The proposed uses are all business uses which fall within the permitted uses authorized under and consistent with the Town Plan.

IV. Zoning and Seneca Plat Ordinance

The Property is zoned B-1, Business District. However, the Property is located within the Seneca Plat overlay district pursuant to Town of Pembroke Park Ordinance No. 96-06-01 as last modified by Town of Pembroke Park Ordinance No. 03-06-03.

The Seneca Plat Ordinance is essentially an overlay Ordinance that specially governs, and essentially supersedes the permitted use and use regulations within the noted portion of Parcel B of the Seneca Plat rather than the B-1 uses under the Town Code.

The Ordinance categorizes uses into three distinct categories, uses that are permitted as of right (which includes retail stores, offices, restaurants and other uses), uses that are permitted but require Special Permit approval, and uses that are prohibited in the district. The Seneca Plat Ordinance specifically allows and provides for the location of one gasoline station within Parcel B of the Seneca Plat. Therefore, the use under Seneca Plat Ordinance specifically governs over the use or spacing provisions otherwise set forth in the Town's land development regulations.

There are no existing gasoline stations within Parcel B of the Seneca Plat. Therefore, notwithstanding other provisions within the Town Code, one gasoline station is permitted within the Parcel B of the Seneca Plat. The proposed Wawa at the intersection of Seneca Boulevard and West Hallandale Beach Boulevard is the ideal location for such a use.

Further, concurrently with this approval application, our client is seeking to amend the Seneca Plat Ordinance to similarly allow a single self-storage facility within Parcel B of the Seneca Plat.

V. Improvements to Seneca Boulevard

The subject Property remains vacant. Our client proposes to develop the site, with such development including modifications to West Hallandale Beach Boulevard, but also significant improvements to the intersection of Seneca Boulevard/SW 32nd Avenue. These improvements not only include modifications to the signalization of the intersection, but importantly, include the redesign of Seneca Boulevard to reconfigure the southbound travel lanes to include three southbound travel lanes, a dedicated eastbound left-hand turn lane, a dedicated straight/southbound lane; and a dedicated westbound right-turn lane. The roadway improvements are being proposed at a significant cost. The ability to develop the self-storage facility and related uses are part of an overall comprehensive development program that collectively contribute to making such improvements part of economic feasible development.

VI. Conclusion



The site plan proposes new development, that when taken as a whole, will activate a vacant site into a vibrant development providing services to the community, tax revenues for the Town and an attractive cohesive development ideal for serving as a transition development between Hallandale Beach Boulevard and the industrial park. We respectfully request your favorable recommendation for Development Plan Approval for the proposed site, along with Special Permit approval to allow for the location of a single gasoline station and single self-storage facility within Parcel B of the Seneca Plat.

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

Very truly yours,

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

Brian S. Adler

BSA/ea

SP

APPLICATION FOR SITE PLAN REVIEW



Date: 06/09/21

Case No: _____

Fee: Refer to Development Application Fee Schedule.

Amount Paid \$11,145 Date 06/09/21 ☒ DRC ☐ PZB ☐ Town Commission ☐ Other

Petitioner / Applicant: Southeast Investments Inc

Address: 151 Sawgrass Corner Dr., Ste 202 City: Ponte Vedra Beach, FL 32082

Phone: 561-210-9105 Fax: _____ E-mail: jzito@ferbercompany.com

Petitioner's Relation to Subject Property: Contract to Purchase

If Petitioner is not Owner, Name of Owner: Hallandale Land Trust, LLC

Address of Owner: 7735 NW 146th St, Ste 306 City: Miami Lakes, FL 33016

Signature of Petitioner: _____

Present Zoning District: B-1 Present Future Land Use Map (FLUM) Designation: Commercial

Address of Property: 3195 W Hallandale Beach Blvd, Pembroke Park, FL 33023

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

SENECA PLAT 165-9 B POR OF PAR B DESC AS BEG SE COR PAR B.W 196.72,NW 51.42,W 255 S 12,SW 3.82,NW 51.42,W 115, W 130,N 333.88,E 806.70,S 346.34 TO POB

SUBMITTAL REQUIREMENTS: Please refer to the Site Plan Checklist

OWNER / AGENT CERTIFICATE:

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

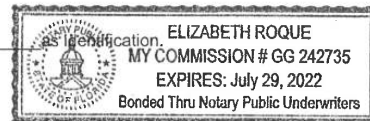
Signature of owner/agent: _____ Sworn to and subscribed before me this 10 day of June 2021 by _____

☒ He/She is personally known to me or

☐ He/She has presented

Signature of Notary Public: _____

Type or Print Name: _____



FOR STAFF USE ONLY

Planning and Zoning Date: _____ () Approved () Denied () Approved with conditions
Town Commission Date: _____ () Approved () Denied () Approved with conditions



Seneca Town Center

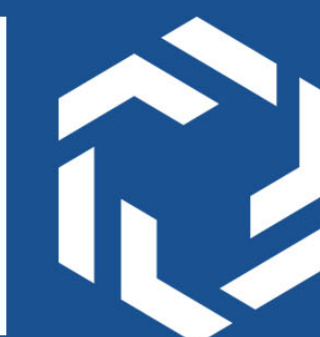


Seneca Town Center

Proposed Site Plan



2655 North Ocean Drive, Suite 401
Singer Island, FL 33404
561.625.9125



FERBER

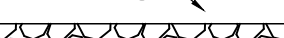
10

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EROSION CONTROL LEGEND

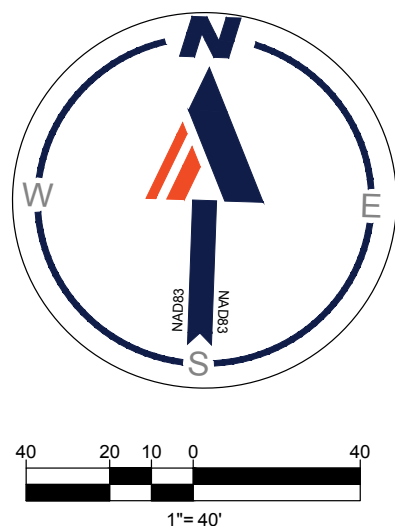
TYPICAL NOTE TEXT	PROPOSED NOTE
INLET PROTECTION	
INLET PROTECTION LABEL	
SOIL TRACKING PREVENTION MAT	
SILT FENCE	
SILT FENCE LABEL	
CONSTRUCTION FENCE	

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

  <i>TC 516.4 OR 516.4</i>	CONTOUR LINE SPOT ELEVATIONS	  TC 516.00 TC 516.00 RC 515.55 MATCH EX (519.02 a)
                          	SANITARY LABEL STORM LABEL SANITARY SEWER LATERAL UNDERGROUND WATER LINE UNDERGROUND ELECTRIC LINE UNDERGROUND GAS LINE OVERHEAD WIRE UNDERGROUND TELEPHONE LINE UNDERGROUND CABLE LINE STORM SANITARY SEWER MAIN HYDRANT SANITARY MANHOLE STORM MANHOLE WATER METER WATER VALVE GAS VALVE GAS METER TYPICAL END SECTION HEADWALL OR ENDWALL GRATE INLET CURB INLET CLEAN OUT ELECTRIC MANHOLE TELEPHONE MANHOLE ELECTRIC BOX ELECTRIC PEDESTAL	                          

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

[illegible]



1. ELEVATIONS ARE BASED ON NATIONAL AMERICAN VERTICAL DATUM OF 1988 (NAVD).

[illegible]

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

PROJECT:

_____ FOR _____

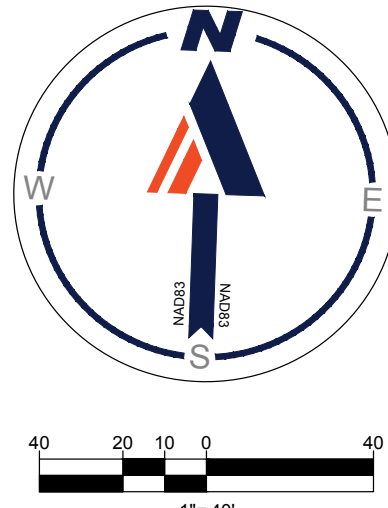
PROPOSED RETAIL
DEVELOPMENT
95 WEST HALLANDALE BEACH
BOULEVARD
PEMBROKE PARK, FL 33009
SEC: 29 TWP: 51S RGE: 42E

FLORIDA BUSINESS CERT. OF AUTH. No. 3078



C-201

ORG. DATE - 05/06/2021



<u>LEGEND</u>	
PEDESTRIAN ACCESS LINE	

1. ALL RADI DIMENSIONS ARE 3' TO FACE OF CURB UNLESS OTHERWISE NOTED. B.C. INDICATES DIMENSIONS IS TO BACK OF CURB. ALL LANDSCAPE ISLANDS ARE DIMENSIONED FROM BACK OF CURB TO BACK OF CURB.
2. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION AND LOCAL JURISDICTION LAND DEVELOPMENT CODE.
3. THE SUBJECT PROPERTY FALLS IN FLOOD ZONE "X" & "AH ELEVATION 8.6" ACCORDING TO THE FLOOD INSURANCE RATE MAP, MAP NUMBER 1201100731H, AND COMMUNITY NUMBER 120052. DATED AUGUST 18, 2014.
4. FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND SHALL BE PERMITTED SEPARATELY.
5. ASPHALT AREA THAT IS HATCHED SHALL BE STANDARD DUTY ASPHALT PAVEMENT.
6. BUILDING IS BASED ON THE LATEST ARCHITECTURAL DRAWINGS DATED 09/24/2021 PREPARED BY FWH ARCHITECTS.

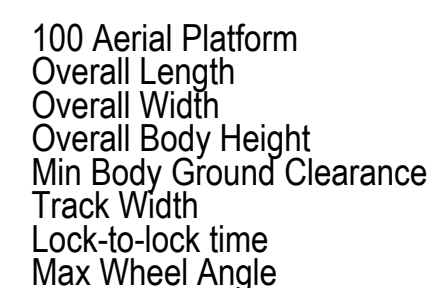
1. ALL HANDICAPPED PARKING SPACES AND ACCESS AISLES ADJACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE).
2. AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR SIDEWALK TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESSIBLE ROUTE SHALL BE A MINIMUM OF 60' WIDE. THE RUNNING SLOPE OF ANY ACCESSIBLE ROUTE SHALL NOT EXCEED 0% AND THE CROSS SLOPE SHALL NOT EXCEED .2%.
3. SLOPES EXCEEDING .5% BUT LESS THAN .8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE FOLLOWING:
 - a. RAMP FORM SHALL BE FLAT WITH CURBS, LANDINGS; NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 2% CROSS SLOPE.

IN THE CASE THAT A NEW SIDEWALK WILL BE CONSTRUCTED IN THE RW OF A SITE, THE EXISTING SIDEWALK SHALL BE MAINTAINED THROUGHOUT THE PROJECT. THE NEW SIDEWALK SHALL MEET THIS STANDARD APPLICABLE TO CROSS WALKS IN THE DRIVEWAY AS WELL AND WILL REQUIRE SPECIAL ATTENTION DURING STAKING TO MAKE SURE THE 2% CROSS SLOPE IS MET IN THE CROSS WALK.

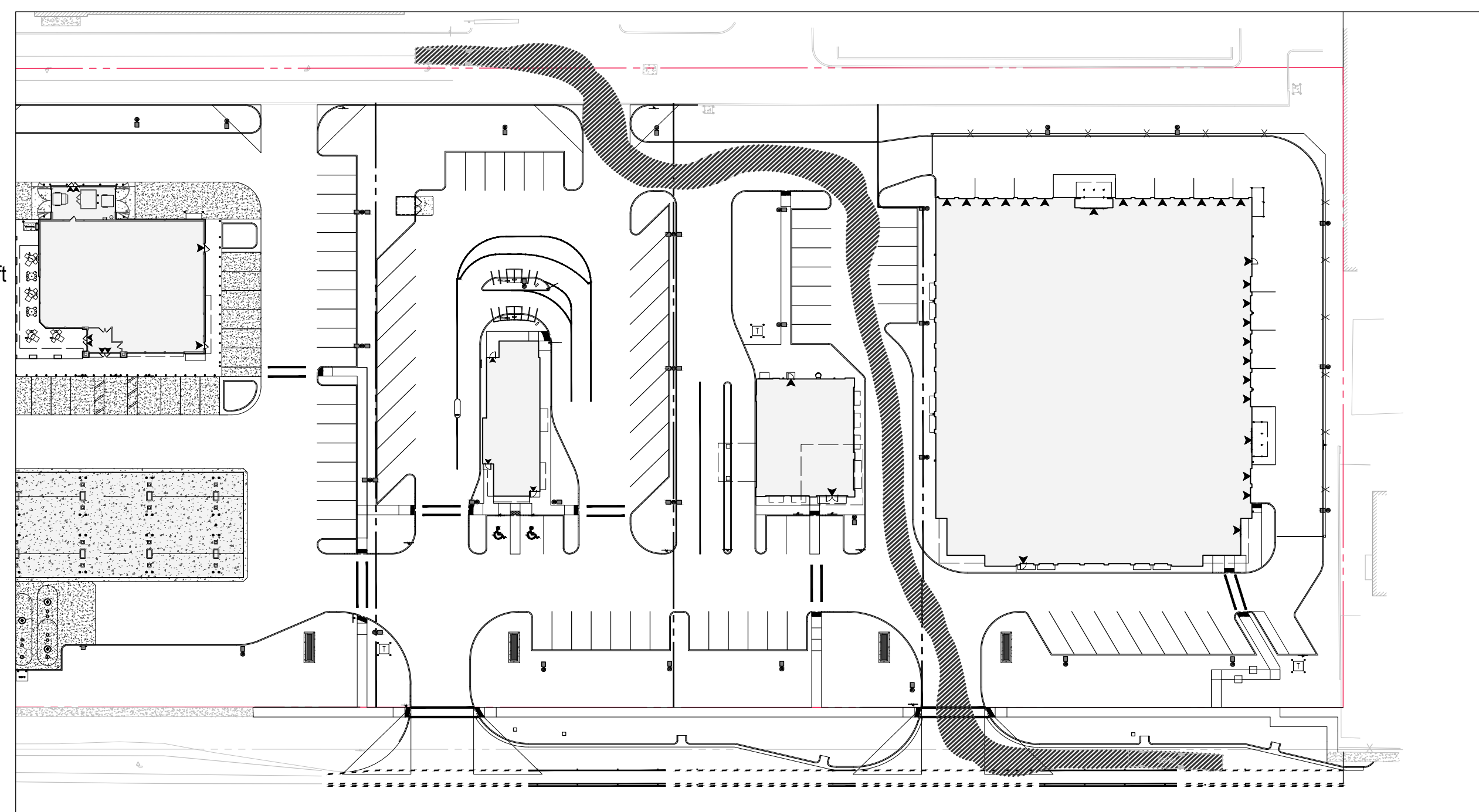
ALL NEW SIDEWALKS, DRIVEWAYS, PARKING SPACES, ACCESSIBLE ROUTES, AND SIDEWALKS/CROSSWALKS ARE CONSTRUCTED TO MEET ADA REQUIREMENTS.

ADDITIONALLY ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. ANYTHING NOT BUILT TO THE ABOVE STANDARDS WILL REQUIRE REMOVAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTOR'S EXPENSE.

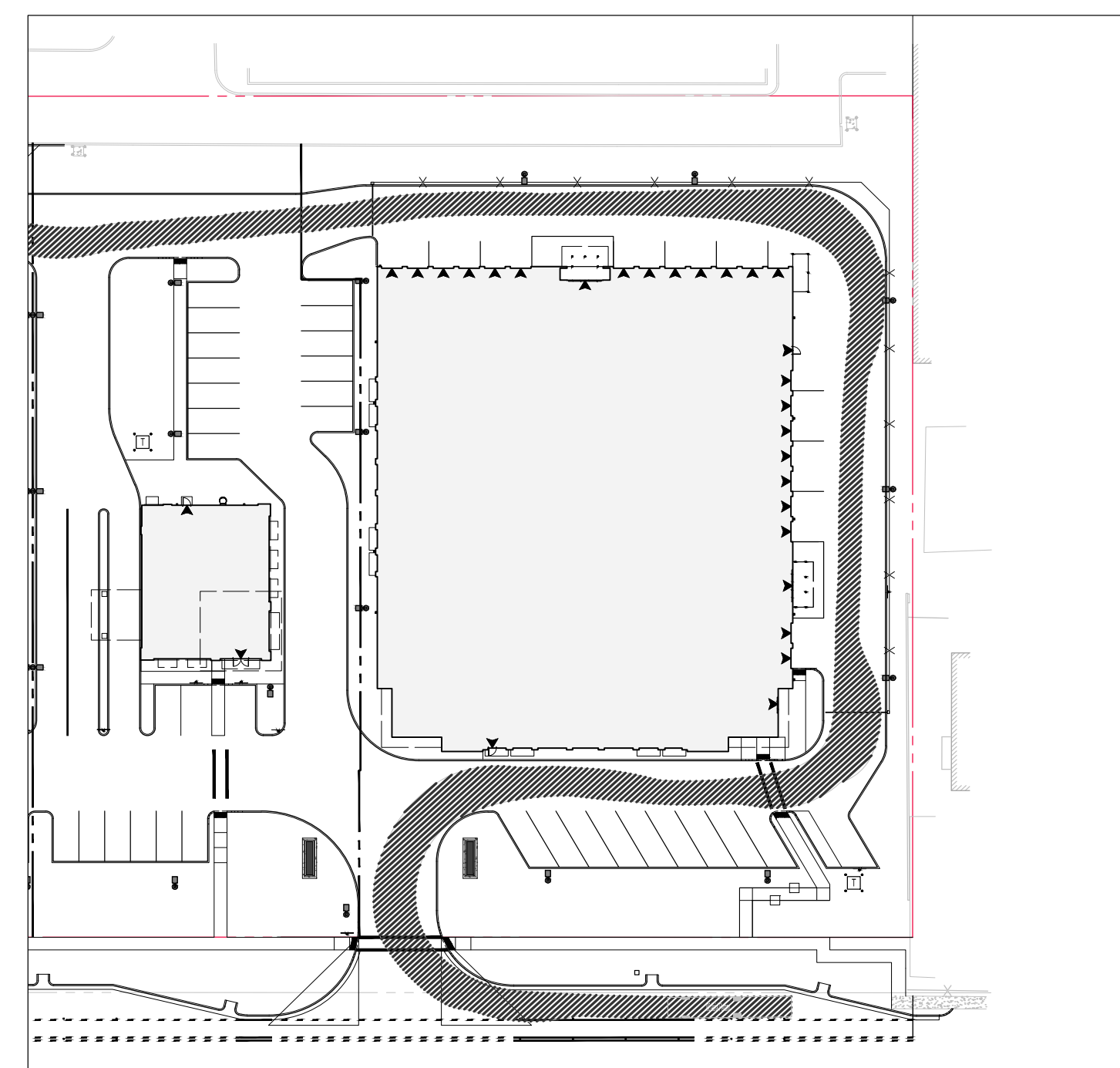
A circular professional engineer seal for Taylor Shay Parker. The outer ring contains the text "TAYLOR SHAY PARKER" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by three stars. The inner circle contains the word "LICENSE" at the top, the license number "No. 85432" in the center, and "STATE OF FLORIDA" at the bottom, also separated by three stars.



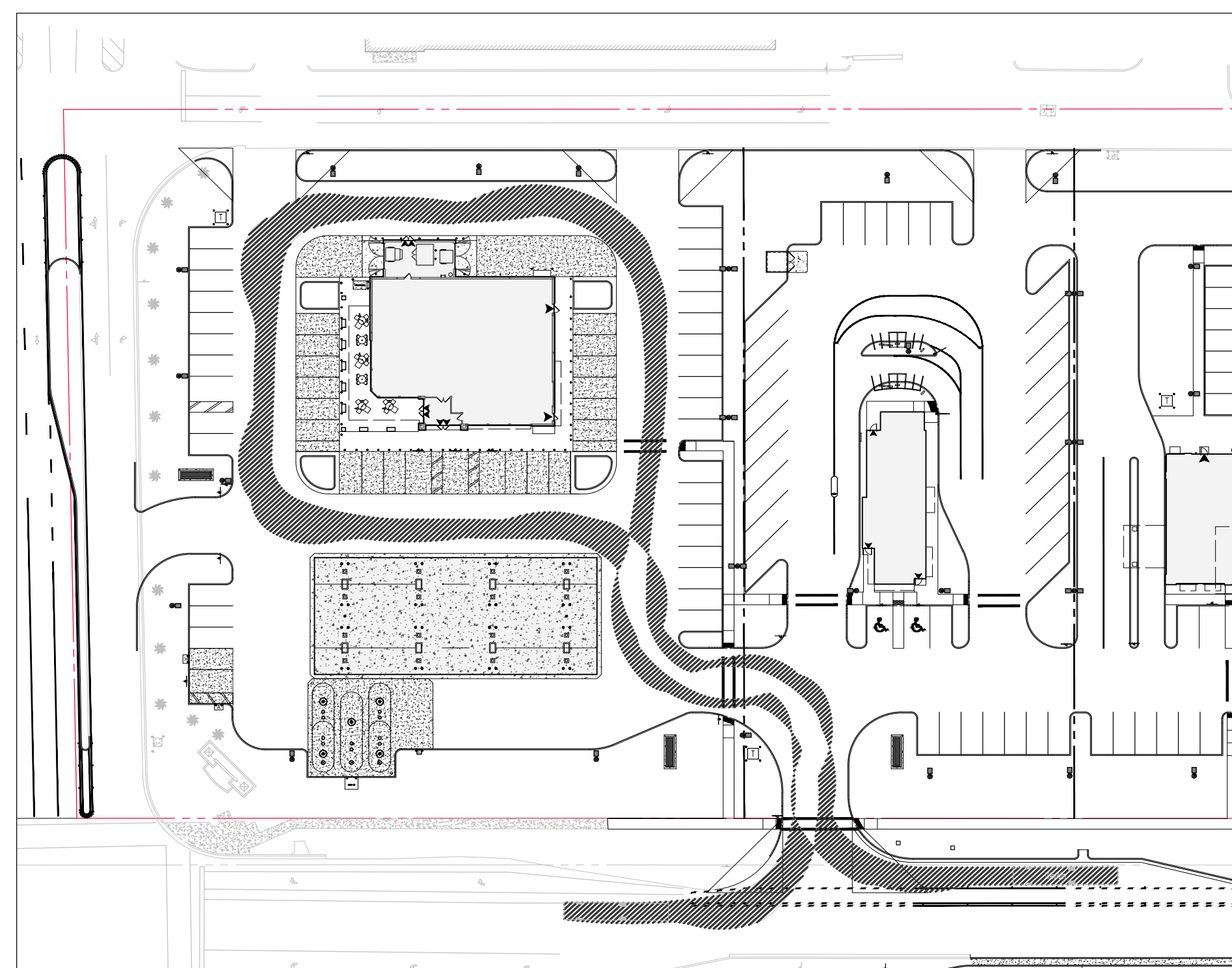
48.000ft
8.167ft
7.500ft
0.750ft
8.167ft
5.00s
45.00°



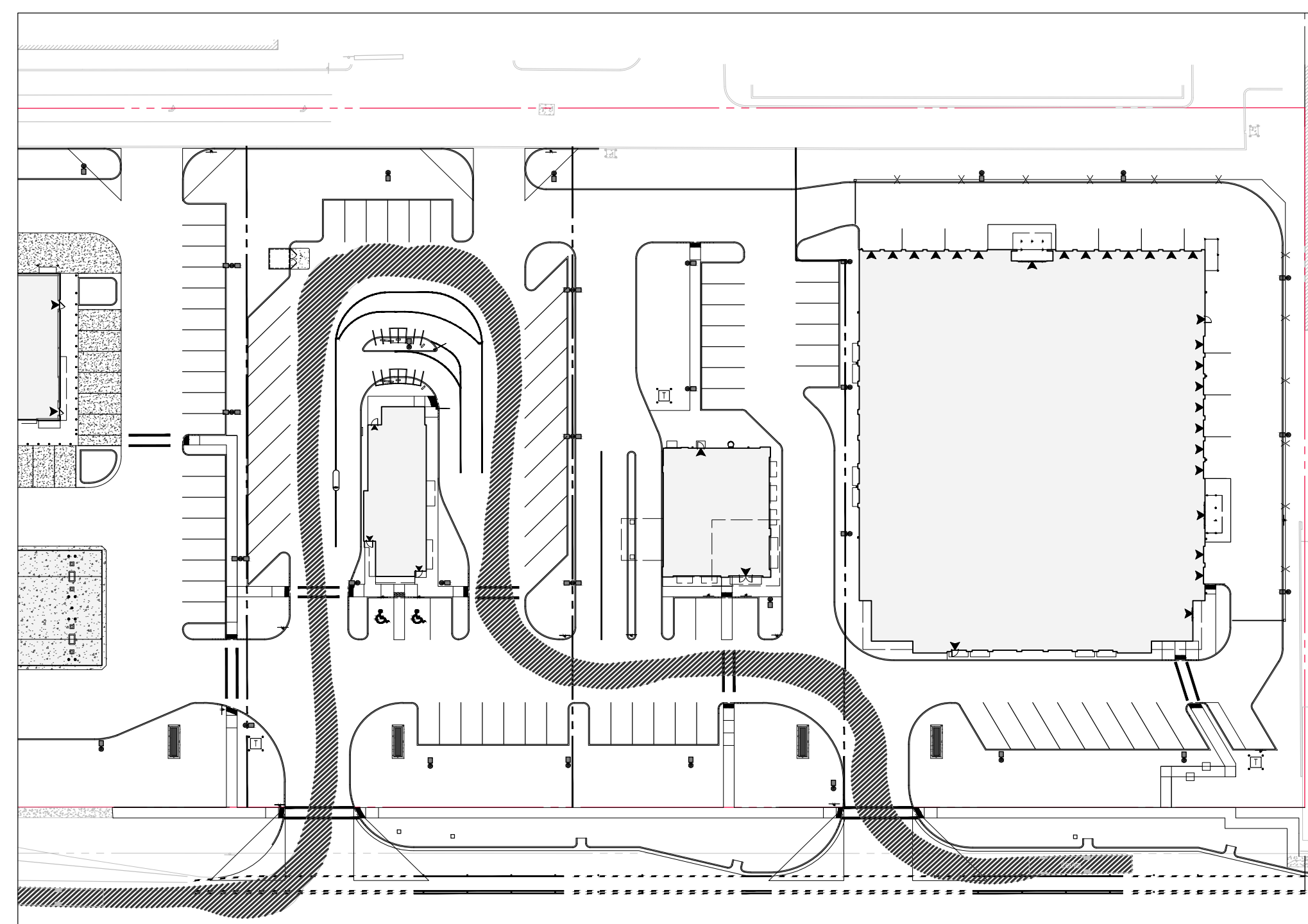
**100 AERIAL FIRE TRUCK CIRCULATION
FOR PROPOSED DRIVE-IN BANK/MEDICAL
OFFICE/RETAIL**



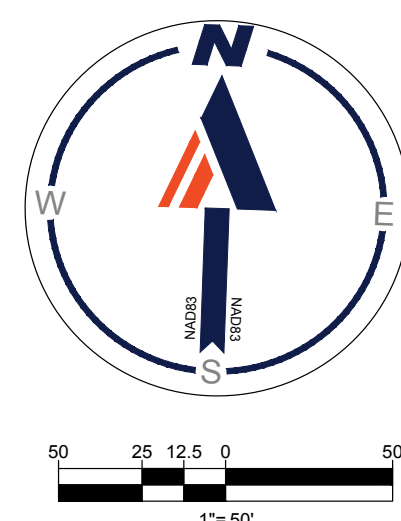
100 AERIAL FIRE TRUCK CIRCULATION FOR PROPOSED SELF STORAGE

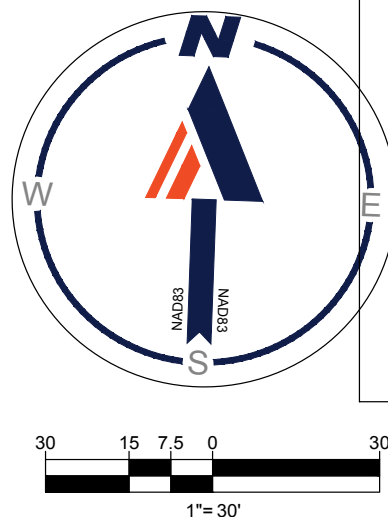


**100 AERIAL FIRE TRUCK CIRCULATION
FOR PROPOSED CONVENIENCE STORE**

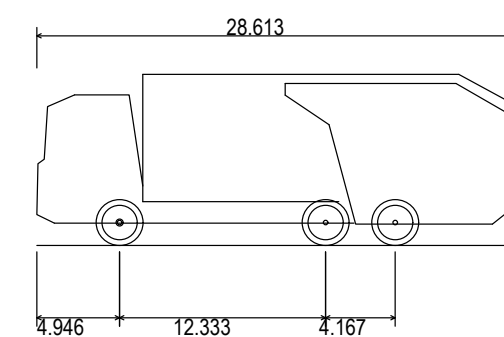


**100 AERIAL FIRE TRUCK CIRCULATION
FOR PROPOSED FAST FOOD DRIVE-THRU**

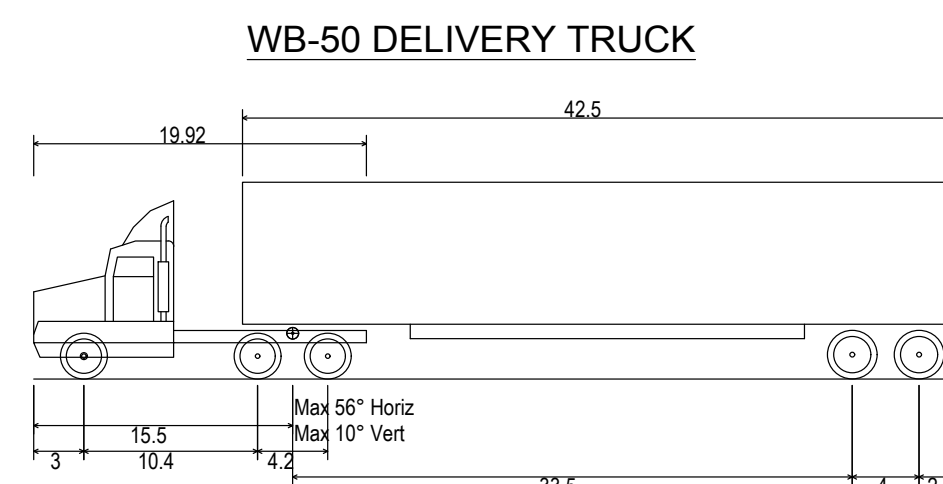
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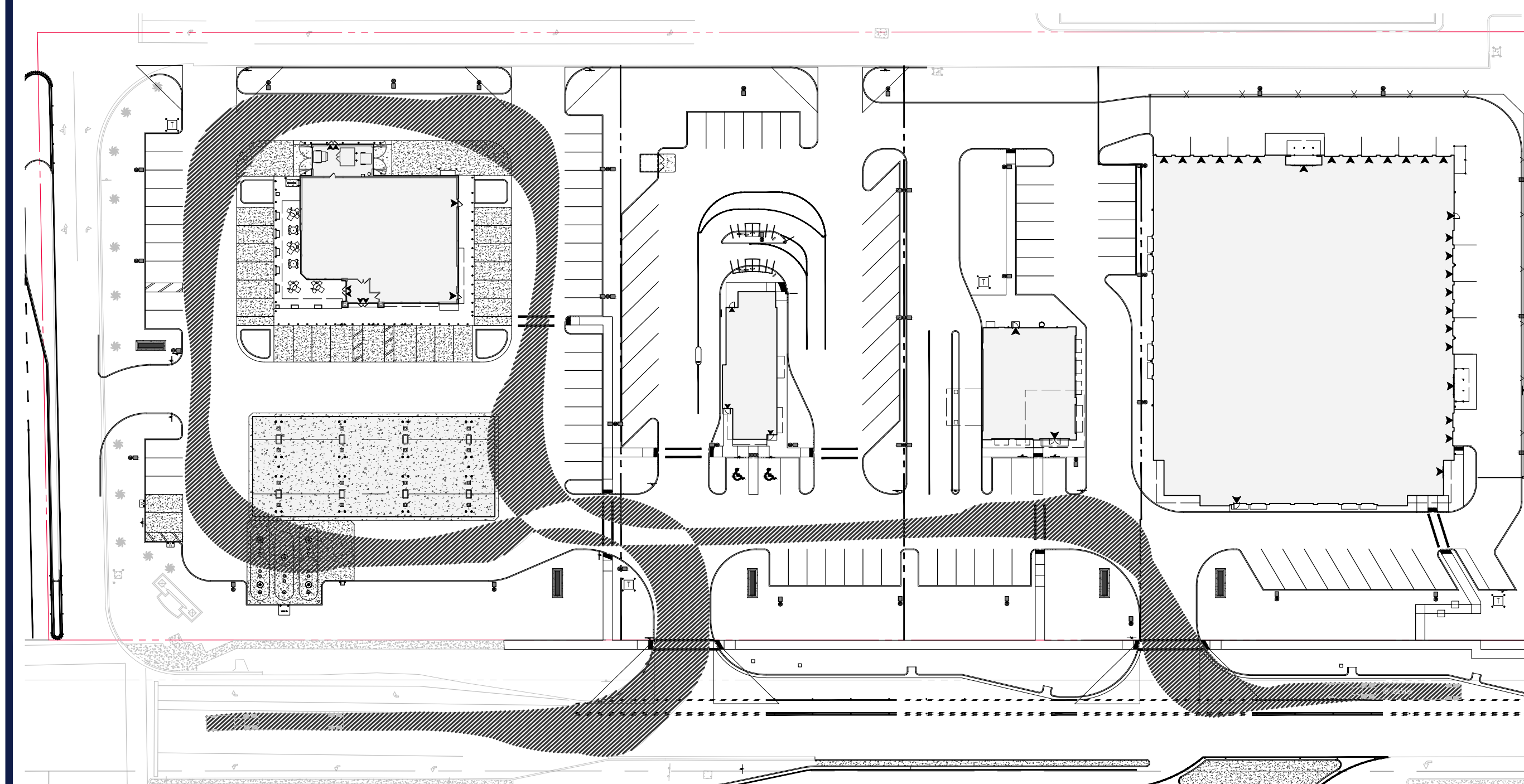
ORG. DATE - 05/06/2021



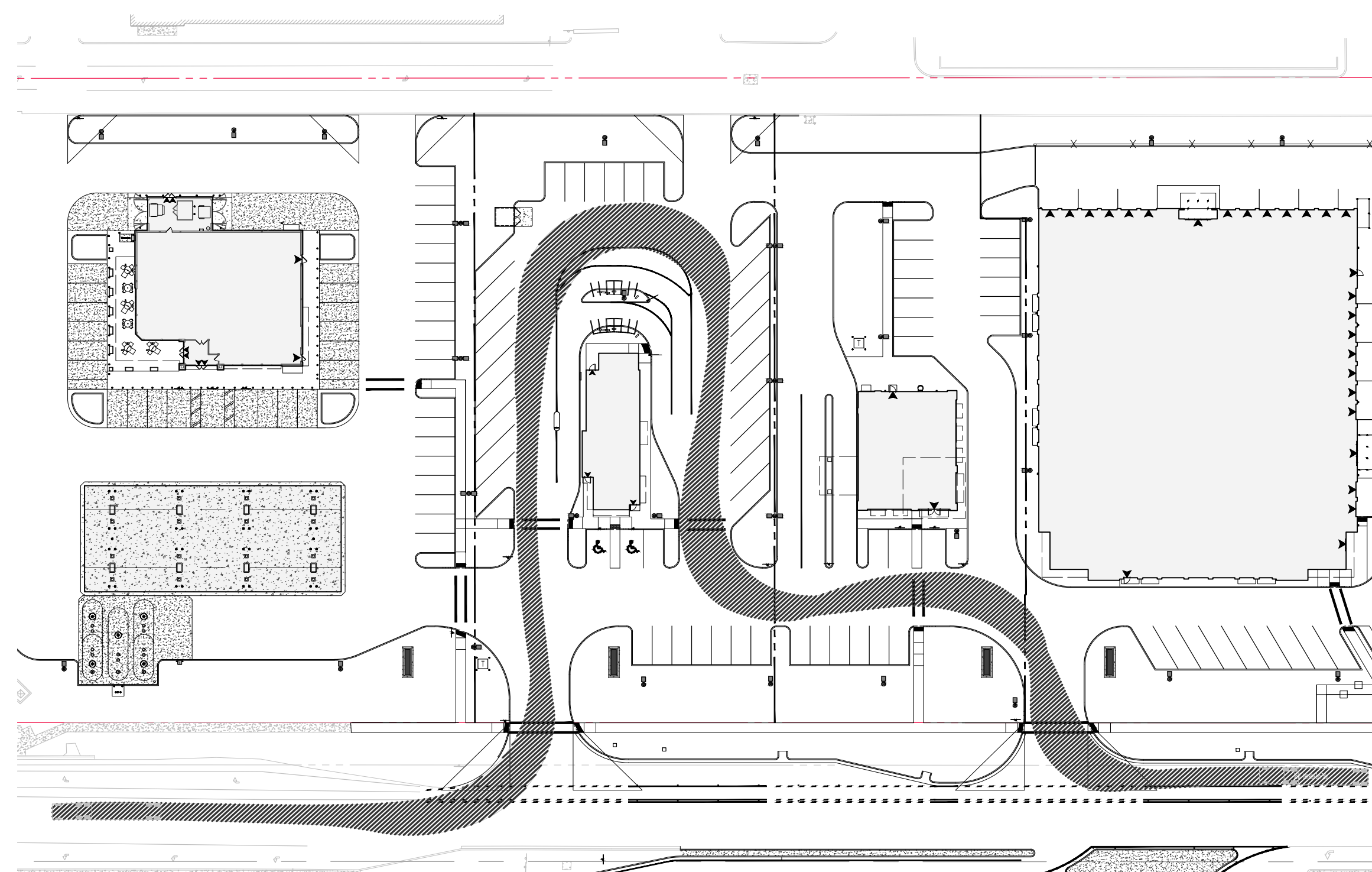
Mack TerraPro Cabover 6x4 MRU613 + Wayne Curbblender 31cu yd	
Overall Length	28.613ft
Overall Width	8.000ft
Overall Body Height	10.481ft
Min Body Ground Clearance	1.311ft
Track Width	8.000ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	33.500ft



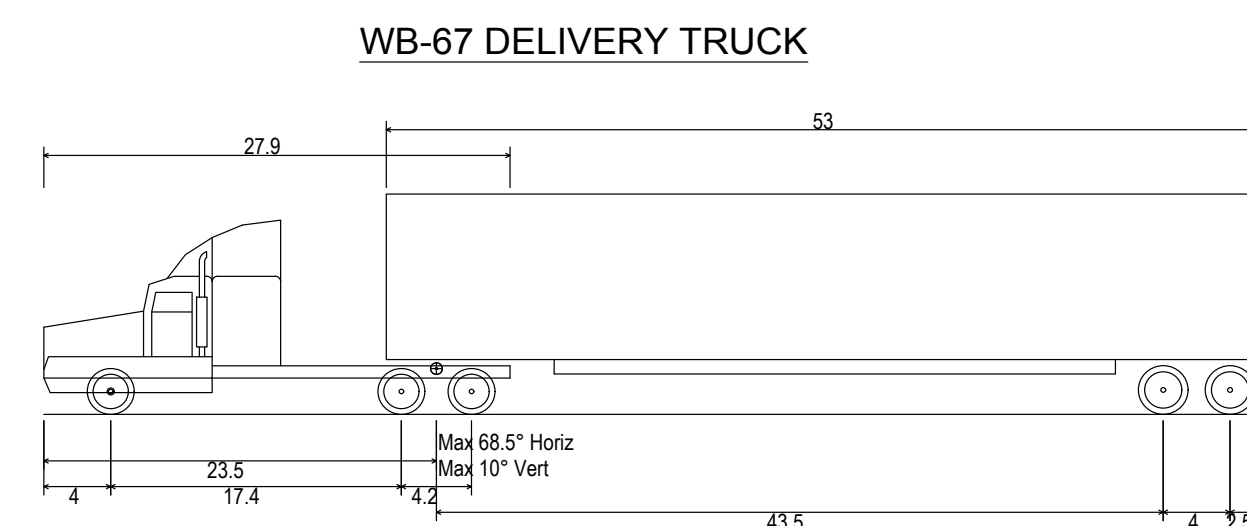
WB-50 - Intermediate Semi-Trailer	
Overall Length	55.000ft
Overall Width	8.500ft
Overall Body Height	12.052ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	45.000ft



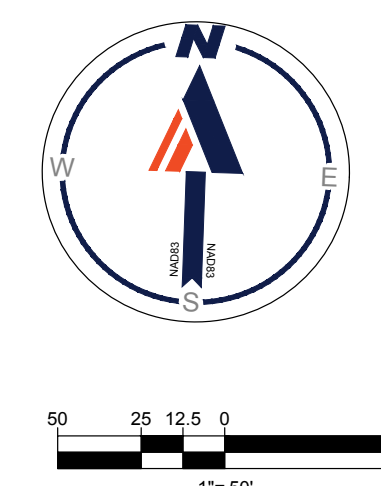
WB-67 DELIVERY TRUCK CIRCULATION



WB-50 DELIVERY TRUCK CIRCULATION



WB-67 - Interstate Semi-Trailer	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°



REVISIONS

[illegible]

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ISSUED FOR MUNICIPAL &
AGENCY REVIEW & APPROVAL

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REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION
DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	FLB2002
DRAWN BY:	BAG / D
CHECKED BY:	TSP / I
DATE:	05/06/20
CAD I.D.:	TRC

PROJECT:

**SENECA TOWN
CENTER**

— FOR —

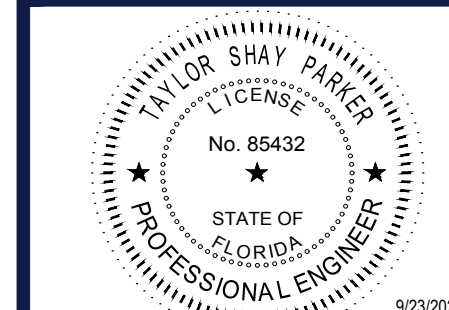


PROPOSED RETAIL
DEVELOPMENT
3195 WEST HALLANDALE BEACH
BOULEVARD
PEMBROKE PARK, FL 33009
SEC: 29 TWP: 51S RGE: 42E



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

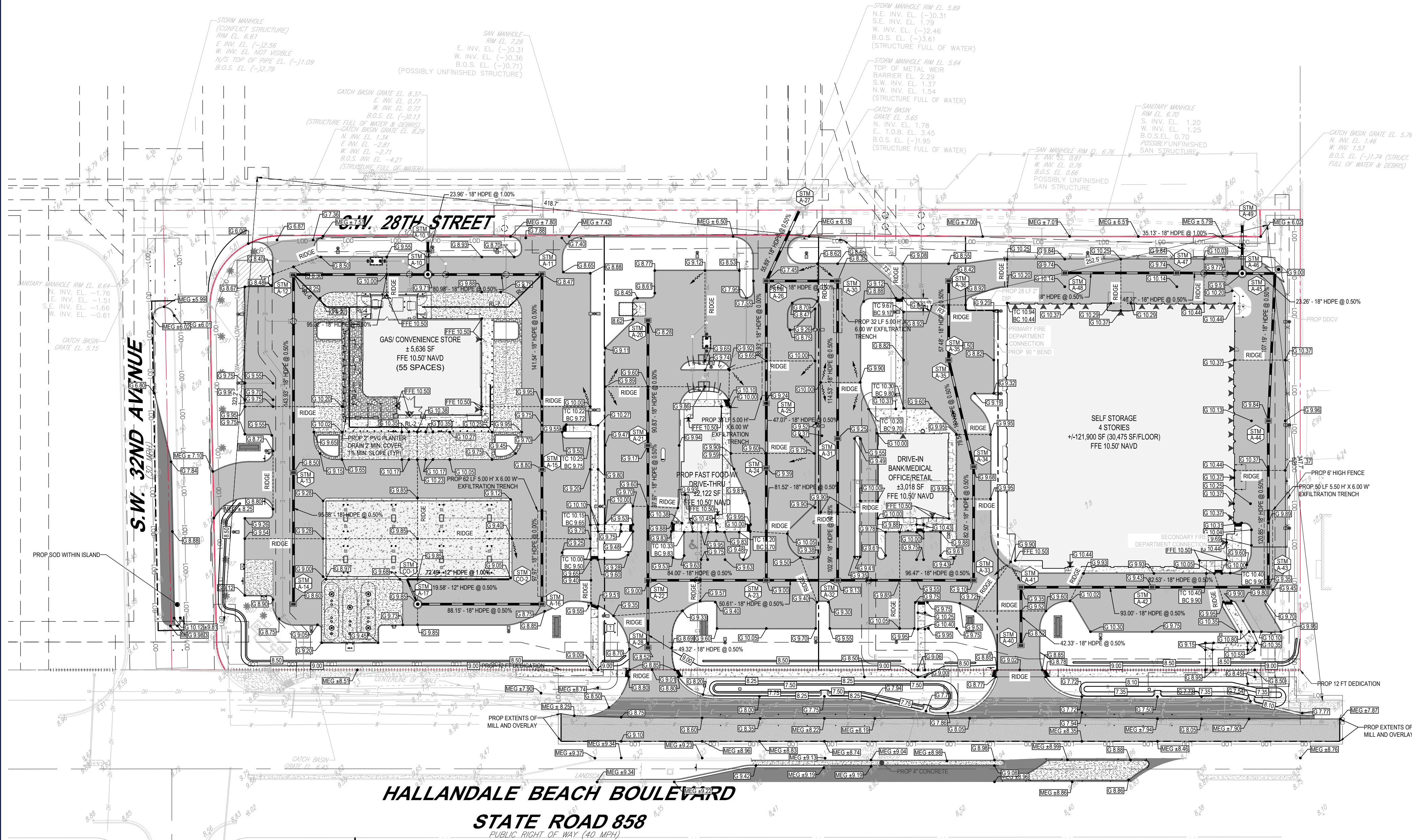
FLORIDA BUSINESS CERT. OF AUTH. No. 30780



SHEET TITLE:
**DELIVERY &
GARBAGE
TRUCK TURN
PLAN**

SHEET NUMBER:
C-304

ORG. DATE - 05/06/2021



STORM STRUCTURE SCHEDULE			
NAME	TYPE	RIM ELEV. (FT.)	INVERTS
A-10	48" TYPE "P" MANHOLE WAW DCS STRUCTURE WEI SET @ 6.00'	9.71'	INV W = 4.28' (18") INV E = 3.65' (18") INV N = 3.58' (18")
A-10-1	CONNECT TO EX STRUCTURE	8.37'	INV S = 3.50' (18")
A-11	TYPE C INLET	8.47'	INV SW = 3.62' (18") INV W = 4.05' (18") INV S = 4.76' (18")
A-12	TYPE C INLET	8.25'	INV S = 4.76' (18") INV SE = 4.79' (18") INV E = 4.76' (18")
A-13	TYPE C INLET	8.50'	INV S = 5.00' (18") INV N = 5.48' (18")
A-14	TYPE C INLET	8.60'	INV N = 5.48' (18")
A-15	TYPE C INLET POLLUTION RETARDANT BAFFLE (INV S)	8.80'	INV S = 4.74' (18") INV N = 4.06' (18")
A-16	TYPE C INLET POLLUTION RETARDANT BAFFLE (INV N)	8.75'	INV W = 4.74' (18") INV N = 4.74' (18")
A-17	48" TYPE "P" MANHOLE	9.85'	INV NW = 5.18' (12") INV E = 5.18' (18")

STORM STRUCTURE SCHEDULE			
NAME	TYPE	RIM ELEV. (FT.)	INVERTS
CO-1	STORM CLEANOUT	9.75'	INV E = 5.28' (12") INV SE = 5.28' (12")
CO-2	STORM CLEANOUT	9.05'	INV W = 6.00' (12")

STORM STRUCTURE SCHEDULE			
NAME	TYPE	RIM ELEV. (FT.)	INVERTS
A-20	TYPE C INLET	8.28'	INV S = 4.50' (18")
A-21	TYPE C INLET	9.17'	INV N = 4.05' (18") INV S = 4.05' (18")
A-22	TYPE C INLET	9.00'	INV N = 3.56' (18") INV S = 3.56' (18") INV E = 3.56' (18")
A-23	TYPE C INLET	9.00'	INV W = 3.14' (18") INV E = 3.12' (18") INV N = 3.05' (18")
A-24	TYPE C INLET	9.39'	INV S = 2.64' (18") INV N = 2.64' (18")
A-25	TYPE C INLET POLLUTION RETARDANT BAFFLE (INV N)	9.24'	INV S = 2.41' (18") INV N = 2.41' (18")
A-26	TYPE C INLET FAST FOOD & BANK DCS WEI SET @ 6.50'	7.45'	INV S = 2.41' (18") INV E = 3.05' (18") INV NE = 2.41' (18")
A-27	CONNECT TO EX STRUCTURE	4.01'	INV SW = 2.13' (18")
A-28	TYPE C INLET	8.52'	INV N = 3.80' (18")
A-30	TYPE C INLET POLLUTION RETARDANT BAFFLE (INV S)	8.35'	INV S = 3.31' (18") INV W = 3.31' (18")
A-31	TYPE C INLET POLLUTION RETARDANT BAFFLE (INV N)	9.25'	INV S = 3.88' (18") INV N = 3.88' (18")
A-32	TYPE C INLET	9.13'	INV N = 3.37' (18") INV E = 3.85' (18") INV W = 3.37' (18")
A-33	TYPE C INLET	9.10'	INV W = 3.37' (18") INV N = 4.26' (18")
A-34	TYPE C INLET	9.68'	INV S = 3.85' (18") INV N = 4.66' (18")
A-35	TYPE C INLET	8.50'	INV S = 4.27' (18") INV N = 4.82' (18")

STORM STRUCTURE SCHEDULE			
NAME	TYPE	RIM ELEV. (FT.)	INVERTS
A-33	TYPE C INLET	9.10'	INV W = 3.37' (18") INV N = 4.26' (18")
A-34	TYPE C INLET	9.68'	INV S = 3.85' (18") INV N = 4.66' (18")
A-40	TYPE C INLET	8.52'	INV N = 4.79' (18")
A-41	TYPE C INLET	9.35'	INV E = 4.78' (18") INV S = 5.00' (18")
A-42	TYPE C INLET	9.43'	INV W = 4.31' (18") INV E = 4.31' (18")
A-43	TYPE C INLET POLLUTION RETARDANT BAFFLE (INV N)	9.35'	INV W = 3.90' (18") INV N = 3.90' (18")
A-44	TYPE C INLET POLLUTION RETARDANT BAFFLE (INV S)	9.84'	INV S = 3.30' (18") INV N = 3.30' (18")
A-45	TYPE C INLET (CURB)	9.00'	INV S = 2.76' (18") INV N = 2.64' (18")
A-46	48" TYPE "P" MANHOLE SELF STORAGE DCS WEI SET @ 6.00'	9.51'	INV W = 3.37' (18") INV E = 2.76' (18") INV N = 1.88' (18")
A-47	TYPE C INLET	9.74'	INV W = 4.00' (18") INV E = 3.60' (18")
A-48	TYPE C INLET	9.74'	INV E = 3.60' (18")
A-49	CONNECT TO EX STRUCTURE	4.03'	INV S = 1.53' (18")

FEMA MAP INFORMATION:

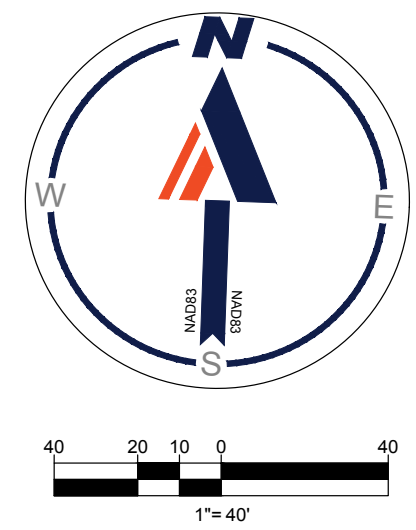
1. THE SUBJECT PROPERTY FALLS IN FLOOD ZONE "X" & "A" (ELEVATION 6.5' ACCORDING TO THE FLOOD INSURANCE RATE MAP, MAP NUMBER 1201100731H, AND COMMUNITY NUMBER 120552, DATED AUGUST 18, 2014.

DATUM NOTES:

ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL AMERICAN VERTICAL DATUM OF 1988, BASED ON BROWARD COUNTY BENCH MARK NO. 1175, (ELEVATION +9.32 NAVD) (ELEVATION +10.91 NGVD), AND LOCATED BY SQUARE CUT IN N.W. CORNER OF A CONCRETE SIDEWALK IN FRONT OF RESIDENCE #3290 HALLANDALE BOULEVARD, 73' SOUTH OF CENTERLINE OF MEDIAN, AND 14' WEST OF N.E. CORNER OF BUILDING.

PAVING AND GRADING NOTES:

1. GENERAL:
- A. ALL ELEVATIONS SHOWN ARE IN REFERENCE TO THE SURVEYOR'S BENCHMARKS AND MUST BE VERIFIED BY THE GENERAL CONTRACTOR PRIOR TO GROUNDWORK.
 - B. ALL GRADES SHOWN REFERENCE PROPOSED ELEVATIONS AT EDGE OF PAVEMENT MARKED "G.X.X", UNLESS OTHERWISE NOTED. "TC" = TOP OF CURB ELEVATION; "BC" = BOTTOM OF CURB ELEVATION (EDGE OF PAVEMENT); "MATCH" = PROPOSED GRADE TO MATCH EXISTING GRADE; "TW" = TOP OF RETAINING WALL ELEVATION; "BW" = BOTTOM OF RETAINING WALL ELEVATION.
 - C. THE ALTAIR/MSD LAND TITLE SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS.
 - D. THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY BETWEEN GEOTECHNICAL REPORT AND PLANS, ETC.
 - E. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIME ROCK BASE.
 - F. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION, SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
 - G. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT TO ENSURE A PROPER JOINT.
 - H. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.
 - I. MAXIMUM SIDEWALK CROSS SLOPE OF 1.5% PERMITTED.
2. MATERIALS:
- A. BASE COURSE SHALL BE ABC-3 PER F.D.O.T. SPECIFICATIONS, OR EQUIVALENT LIME ROCK THICKNESS WITHIN LBR-100, (MAX. 6" LIFT). 15" LIME ROCK BASE COURSE IS RECOMMENDED BY THE LMO OVER COMPACTED SUBGRADE.
 - B. STRUCTURAL ASPHALT SHOULD BE A MINIMUM OF 3" SP-12.5 AND 1.5" OF FC-12.5 IN LIEU OF PROPOSED OR MATCH EXISTING ADJACENT PAVEMENT.
 - C. REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI AND SHALL BE REINFORCED WITH A 6" x 6" NO. 6 GAUGE WIRE MESH.
3. INSTALLATION:
- A. SUBGRADE FOR ROADWAY SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DENSITY (ASTM D-1557), TO A MIN. 12" AND SHALL HAVE A MINIMUM LBR 40.
 - B. BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM THICKNESS OF 6" PLACED IN ONE LIFT. BASE COURSE MATERIAL SHALL HAVE A MINIMUM MARSHALL STABILITY OF 1000, UNLESS OTHERWISE INDICATED (OR LBR-100).
 - C. BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER ASTM D-1557.
 - D. INSTALLATION OF THE WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE F.D.O.T. STANDARD SPECIFICATIONS FOR TYPE S-III ASPHALTIC CONCRETE OR THE LATEST REVISION.
4. TESTING
- A. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.
 - B. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY CERTIFIED BY THE STATE OF FLORIDA, WHERE DIRECTED BY THE ENGINEER.
 - C. ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE CONTRACTOR.
 - D. DENSITY TESTS ON THE STABILIZED SUBGRADE SHALL BE SUPPLIED TO THE ENGINEER OF RECORD AND GEOTECHNICAL ENGINEER, AND APPROVED BEFORE ANY BASE IS CONSTRUCTED.
 - E. DENSITY TESTS AND "AS-BUILTS" ON THE FINISHED BASE SHALL BE SUPPLIED TO THE GEOTECHNICAL ENGINEER, AND APPROVED BEFORE ANY ASPHALT PAVEMENT IS CONSTRUCTED.



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PROJECT No.: FLB200202

DRAWN BY: BAG / DE

CHECKED BY: TSP / PM

DATE: 05/06/2021

CAD I.D.: GRAD

PROJECT:

SENECA TOWN CENTER

FOR

FERBER

PROPOSED RETAIL DEVELOPMENT

3195 WEST HALLANDALE BEACH BOULEVARD

PEMBROKE PARK, FL 33009

SEC. 29 TWP. 51S RGE. 42E

BOHLER

200 S. BISCAYNE BLVD.

SUITE 20-126

MIAMI, FLORIDA 33131

Phone: (786) 681-0800

FLORIDA BUSINESS CERT. OF AUTH. No. 30780

TAYLOR SHAY PARKER

LICENSE No. 85432

STATE OF FLORIDA

PROFESSIONAL ENGINEER

9/23/2021

SHEET TITLE:

GRADING & DRAINAGE PLAN

C-401

ORG. DATE - 05/06/2021

Page 415 of 595



WAWA CLEANOUT SCHEDULE:

FAST FOOD CLEANOUT SCHEDULE:

BANK/OFFICE/ RETAIL CLEANOUT SCHEDULE:

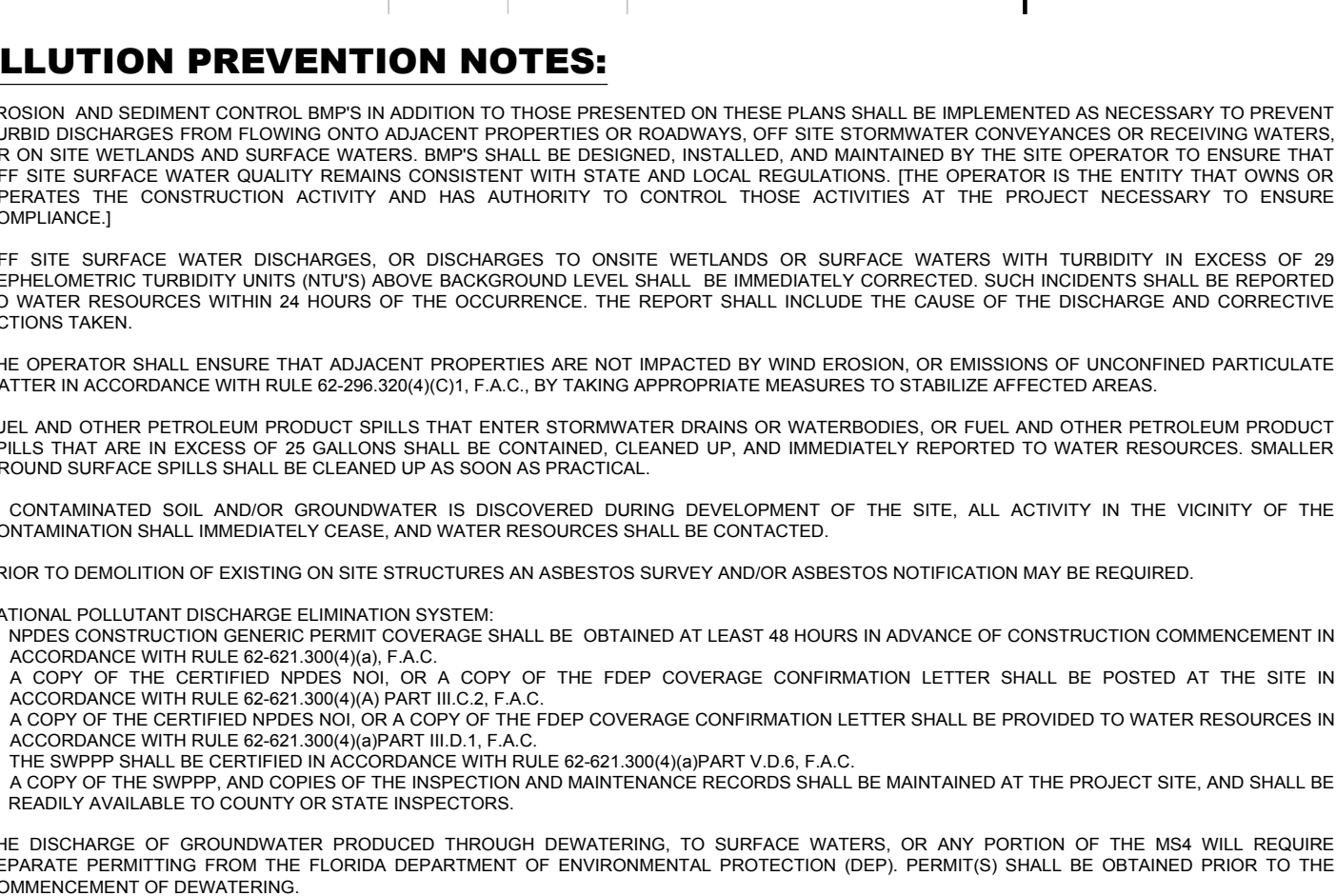
SELF-STORAGE CLEANOUT SCHEDULE:

WWS PROJECT NO. 107268

C-501

ORG. DATE - 05/06/2021

ORG. DATE - 05/06/2021



N.P.D.E.S. PERMIT COMPLIANCE REQUIRES INSPECTIONS EVERY 7 CALENDAR DAYS BY A NPDES QUALIFIED INSPECTOR TO DETERMINE IF THERE IS ANY RAINFALL EVENT WITHIN 24 HOURS OF ANY RAINFALL EVENT OR EXCEEDED. THESE INSPECTIONS MAY RESULT IN RECOMMENDATIONS FOR ROUTINE MAINTENANCE OF THE SOIL EROSION CONTROL DEVICES, AS WELL AS FURTHER MAINTENANCE AS OUTLINED BELOW.

1. THROUGHOUT THE CONSTRUCTION PERIOD, ALL MUDSILT TRACKED ONTO EXISTING FOOT ROADS FROM THE SITE DUE TO CONSTRUCTION SHALL BE IMMEDIATELY COVERED BY THE CONTRACTOR.
2. CATCH BASIN INLET AND CONCRETE FLUME FILTERS SHALL BE MAINTAINED CLEAN AT ALL TIMES THROUGHOUT THE CONSTRUCTION PERIOD. WEEKLY INSPECTIONS WILL BE PERFORMED EVERY 7 CALENDAR DAYS. IF A FILTER HAS HOLES OR IS INUNDATED WITH SEDIMENT, THE FILTER WILL REQUIRE REPLACEMENT.
3. CONSTRUCTION ACCESS AND TRAFFIC MUST BE MAINTAINED AS NECESSARY. REPLENISH CRUSHED AGGREGATE IF PRESENT LAYER LAYED WITH SEDIMENT, POOLING WATER AND/OR HAS RUTS. A NEW LAYER MAY BE ADDED IF OLD LAYERS BECOME COMPACTED.
4. SILT FENCE IS TO BE INSPECTED DAILY BY CONTRACTOR AND EVERY 7 CALENDAR DAYS BY NPDES QUALIFIED INSPECTOR. IF REPAIRS OR REPLACEMENT IS NECESSARY, IT SHALL BE PERFORMED IMMEDIATELY. THE SILT FENCE SPECIFICATIONS, MAINTENANCE INCLUDES THE REMOVAL OF BUILD UP SEDIMENT WHEN THE SEDIMENT ACCUMULATES TO THE POINT WHERE IT PREVENTS WATER FROM FLOWING THROUGH THE FENCE. IF IT FAILS, IT WOULD ALSO BE NECESSARY TO REINSTALL IF ANY PORTION OF THE FENCE WAS DAMAGED BY CONSTRUCTION. THIS REPAIR OR REPLACEMENT SHALL BE COMPLETED IMMEDIATELY.
5. SEEDING OR RESEEDING MAY BE REQUIRED IMMEDIATELY TO AREAS WHICH HAVE BEEN DAMAGED BY RUNOFF, PERMEABLE.
6. REMOVE ANY VISIBLE SEDIMENT FROM THE POND BOTTOM TO KEEP THE BASIN DESIGNED INFILTRATION PERMEABLE.
7. THE CONTRACTOR SHALL CONTINUOUSLY ENSURE THAT THE PERIMETER OF THE SITE, INCLUDING CONSTRUCTION ENTRANCES, IS SECURED FROM ALLOWING DEBRIS TO LEAVE THE SITE DUE TO CONSTRUCTION ACTIVITY OR RAINFALL. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL INSPECTIONS AND MAINTENANCE. THE CONTRACTOR SHALL MAINTAIN DOCUMENTS CONTRACTOR ACKNOWLEDGES HE/SHE IS AWARE OF NPDES GUIDELINES AND POLICIES AS WELL AS BEST MANAGEMENT PRACTICES AND ASSUMES SOLE RESPONSIBILITY FOR FINES IMPOSED BY GOVERNMENTAL AGENCIES DUE TO NON-COMPLIANCE.

1. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
MIAMI-DADE COUNTY BENCHMARK #N-319: ELEVATION: 11.02 FEET; BENCHMARK
#N-642: ELEVATION: 13.50 FEET.

FEMA MAP INFORMATION:

FLOOD ZONE: X/AH; BASE FLOOD ELEVATION: NONE/11 FEET; PANEL #12086C030
COMMUNITY #120635; MAP DATE: 9/11/09.

UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS:

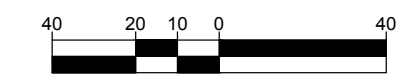
TRAILER PARKING, LAYDOWN, PORTABLE RESTROOMS, WHEELED WASTE DISPOSAL, FUEL STORAGE, FUEL TANKS, FUEL CONTAINERS, SOLID WASTE CONTAINERS, ETC. IMMEDIATELY ON SITE. MAKE THE FOLLOWING CHANGES TO THE SITE MAP:

PHASE 1

1. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE AND INSTALL SILT FENCE.
2. CONSTRUCT STABILIZED CONSTRUCTION EXIT AND INSTALL SILT FENCE.
3. PREPARE CLEARING AND GRUBBING OF THE SITE, IF APPLICABLE.
4. INSTALL STORMWATER CONVEYANCE STRUCTURES AND CULVERTS, ENSURING THAT ALL TRAILERS ARE PROTECTED PRIOR TO MAKING THE OUTFALL CONNECTION.

PHASE 2

1. PERFORM MASS GRADING, ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
2. START CONSTRUCTION OF THE PROPOSED BUILDING PAD AND STRUCTURES.
3. PERFORM SEED WITH PURE LIVE SEED THROUGHOUT THE CONSTRUCTION DISTURBED AREAS THAT WILL BE NACTIVE FOR 7 DAYS OR MORE AS REQUIRED BY THE LOCAL PERMITS.



ONE A DETAIL SCHEDULE OF ALL CONTROLS, BEST MANAGEMENT PRACTICES (BMPs) AND MEASURES THAT WILL BE USED TO PREVENT OR MINIMIZE ANY ADVERSE ACTIVITY DURING THE INTENDED SCOPE OF A MAJOR SOIL DISTURBING ACTIVITIES SECTION. PROVIDE FRAME WORKS IN WHICH THE CONTROLS WILL BE IMPLEMENTED.

ONE B. CONTROLS SHALL BE CONSISTENT WITH PERFORMANCE STANDARDS FOR EROSION AND SEDIMENT CONTROL AND STORMWATER TREATMENT SET FORTH IN 6-S-604.2-F-3.6. THE APPLICABLE STORMWATER OR EROSION CONTROL MEASURES SHALL BE IDENTIFIED AND LOCATED ON THE ATTACHED SITE MAP AND INSTALLATION DISTRICT, AND THE GUIDELINES CONTAINED IN THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL (FCR, FDEP 2015) AND ANY SUBSEQUENT AMENDMENTS.

ONE C. PRIOR TO CLEANSING, A SIX INCH DEEPED 8 INCHES DEEP AND BACKFILLED ON THE LPHILL, SITES, SHALL BE CLEANSING WITH A 1/2 INCH DEPTH OF FINE STONE AND LINER WITH FILTER BARRI, SHALL BE CONSTRUCTED TO MATCH THE EFFECTS OF TRUCK TRAILER TIRING AND TRACKING BOTH ON AND OFF THE SITE. THERE WILL BE ONLY ONE CONSTRUCTION ENTRANCE TO THE SITE.

ONE D. AFTER THE INITIAL SITE GRADING WORK, ALL PROPOSED INITIALS OUTFALLS, ONCE INSTALLED, SHALL BE PROTECTED FROM EROSION BY CONSTRUCTING A 12 INCH DEEPED 8 INCHES DEEP AND BACKFILLED ON THE LPHILL, SITES, SHALL BE CLEANSING WITH A 1/2 INCH DEPTH OF FINE STONE AND LINER WITH FILTER BARRI, SHALL BE CONSTRUCTED TO MATCH THE EFFECTS OF TRUCK TRAILER TIRING AND TRACKING BOTH ON AND OFF THE SITE. THERE WILL BE ONLY ONE CONSTRUCTION ENTRANCE TO THE SITE.

ONE E. THE DISBURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CHANGED THE SOIL TYPE SHALL BE REVEGETATED WITH A PERMANENT COVER. IF TEMPORARY EROSION CONTROL MEASURES ARE USED, THESE WILL BE MODIFIED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. SCHEDULING SHALL BE THE SAME AS IN TEMPORARY SCHEDULING.

ONE F. CONSTRUCTION SHALL BE COMMENCED AS DEPICTED ON THE ATTACHED SITE MAP AND INSTALLATION "TYPICAL" SHEET.

DISCREPANCY: TEMPORARY PERMANENT STABILIZATION PRACTICES, STABILIZATION PRACTICES INCLUDE TEMPORARY SCHEDULING, MULCHING PERMANENT SCHEDULING, GEOTEXTILES, SOIL STABILIZATION, VEGETATIVE BUFFER

DESICATE ALL SEDIMENT BASINS TO BE IMPLEMENTED FOR AREAS THAT WILL DISTURB 10 OR MORE ACRES AT ONE TIME. THE SEDIMENT BASIN (OR AN EQUIVALENT ALTERNATIVE) ARE RECOMMENDED FOR DRAINAGE AREAS UNDER 10 ACRES. NA.

REUSE ALL PERMANENT STORMWATER MANAGEMENT CONTROLS SUCH AS, BUT NOT LIMITED TO, DETENTION OR RETENTION SYSTEMS OR VEGETATED SWALES THAT WILL BE INSTALLED DURING THE CONSTRUCTION PROCESS. • VEGETATION POND PROTECTIVE TREATMENT LATER.

WASTE DISPOSAL. THIS MAY INCLUDE CONSTRUCTION DEBRIS, CHANGES IN LAND, AND SANITARY WIPES. ALL CONSTRUCTION MATERIALS AND DEBRIS WILL BE PLACED IN A DUMPTER AND HAULLED

OFFSITE VEHICLE TRACKING FROM CONSTRUCTION ENTRANCES/ EXITS. OFFSITE VEHICLE TRACKING OF SEDIMENTS AND DUST GENERATOR WILL BE MINIMIZED VIA ROCK CONSTRUCTION ENTRANCE, STREET SWEEPING AND THE USE OF WATER TO KEEP DUST DOWN.

THE PROPER APPLICATION RATES OF ALL FERTILIZERS, HERBICIDES, PESTICIDES USED AT THE CONSTRUCTION SITE. FLORIDA-FRIENDLY FERTILIZERS AND PESTICIDES WILL BE USED AT A MINIMUM AND IN ACCORDANCE WITH THE MANUFACTURER'S SUGGESTED APPLICATION RATES. NO FERTILIZERS AND PESTICIDES WILL BE STORED ON SITE.

THE STORAGE, APPLICATION, GENERATION AND MIGRATION OF ALL TOXIC SUBSTANCES. ALL PAINTS AND OTHER CHEMICALS WILL BE STORED IN A LOCKED COVERED SHED.

OTHER: PORT-O-LETS WILL BE PLACED AWAY FROM STORM SEWER SYSTEMS, STORM DRAINAGE, SURFACE WATER AND WETLANDS. NO VEHICLE MAINTENANCE SHALL BE CONDUCTED ON SITE. A WASHDOWN AREA SHALL BE DESIGNATED AT ALL TIMES AND NOT BE LOCATED IN ANY AREA THAT WILL ALLOW FOR THE DISCHARGE OF POLLUTED RUNOFF. A SANITATION DUMPSTER SHALL BE PLACED AROUND THE WASHDOWN AREA.

[illegible]

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DATE:	05/06/20
CAD I.D.:	ERO

PROJECT

SENECA TOWN

- FOR -

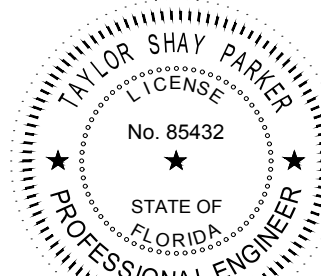
PROPOSED RETAIL
DEVELOPMENT

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

BOHLER //

200 S. BISCAYNE BLVD
SUITE 20-126

Phone: (786) 681-0800



9/23/20

SHEET TITLE:
**STORMWATER
POLLUTION
PREVENTION
PLAN PHASE II**

SHEET NUMBER:
C-602

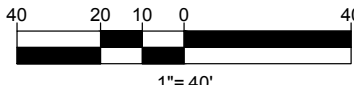
ORG. DATE - 05/06/20



	AVG	MAX	MIN	AVG/MIN	MAX/MIN
LABEL					
CANOPY	34.95	56	13	2.69	4.31
DELIVERY	4.45	5.1	3.3	1.35	1.55
ENTRANCES & EXITS	2.18	4.0	0.5	4.36	8.00
PAVED, OTHER	2.93	6.9	0.6	4.88	11.50
PAVED, WASH	3.25	8.1	0.8	4.06	10.13
PROPERTY LINES, VERTICAL	0.51	1.0	0.1	5.10	10.00
UNDEFINED	0.81	9.4	0.0	N.A.	N.A.

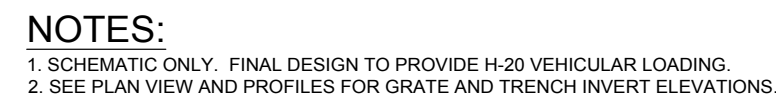
LUM NO.	LABEL	MTG. HT.
51	C1	21.53
52	C1	17.11
53	C1	17.11
54	C1	17.11
55	C1	17.11
56	C1	17.11
57	C1	21.53
58	C1	21.53
59	C1	21.53
60	C1	21.53
61	C1	21.53
62	C1	21.53
63	C1	21.53
64	D1	9
65	D1	9
66	D1	9
67	D1	13.5
68	D1	9
69	D1	9
70	D1	9
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87	D1	9
88	D1	9
89	D2	13.5
90	D2	13.5
91	S1	9
92	S1	9
93	W1	15
94	W1	15
95	W1	15
96	W1	15
97	W1	15
98	W1	15
99	W1	15

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



C-701

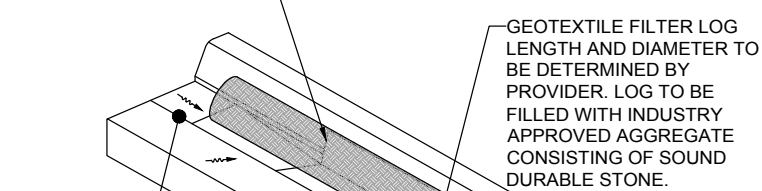
ORG. DATE - 05/06/2021



TRENCH DRAIN DETAIL
NOT TO SCALE



BOLLARD DETAIL
NOT TO SCALE



CURB INLET FILTER LOG DETAIL
NOT TO SCALE



1. CONTRACTOR TO COORDINATE WATERLINE ADJUSTMENT WITH APPROPRIATE INSPECTOR, BASED UPON LOCAL JURISDICTIONAL REQUIREMENTS AND FIELD CONDITIONS.
2. CONTRACTOR TO HAND DIG TEST PIT AT ANTICIPATED CROSSING LOCATION TO DETERMINE EXISTING WATERLINE DEPTH, TOTAL WATERLINE DEFLECTION REQUIRED, AND BEST METHOD FOR WATERLINE ADJUSTMENT.
3. VERTICAL BENDS (INSTALLED PER LOCAL STANDARDS) AS REQUIRED.
4. PIPE DEFLECTION AT JOINTS (PER LOCAL STANDARDS)

WATERLINE ADJUSTMENT DETAIL
NOT TO SCALE

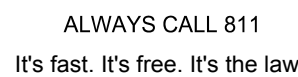
TRAFFIC RATED CLEANOUT DETAIL
NOT TO SCALE



1. RAMPS AND HANDRAILS TO BE IN COMPLIANCE WITH CURRENT ADA GUIDELINES.
2. HANDRAILS WITH CIRCULAR CROSS SECTION SHALL BE 1.25" TO 2" OUTSIDE DIAMETER.
3. NON-CIRCULAR CROSS SECTIONS SHALL HAVE A PERIMETER OF 4" TO 6.25" AND A MAXIMUM CROSS SECTION DIMENSION OF 2.25" (SEE ADA GUIDELINES).
4. SIDEWALK TO EXTEND 4' BEYOND OUTSIDE OF RAILING WHEN A BOTTOM RAIL IS PROVIDED OR 12' BEYOND WHEN NO BOTTOM RAIL IS PROVIDED.

TYPICAL ADA RAMP AND HANDRAIL DETAIL

REVISIONS

[illegible]

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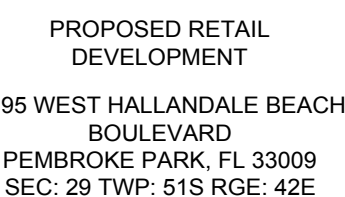
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PROJECT No.:	FLB200202
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**SENECA TOWN
CENTER**

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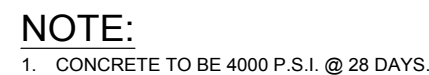
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200 S. BISCAYNE BLVD
SUITE 20-126
MIAMI, FLORIDA 33131
Phone: (786) 681-0800
FLORIDA BUSINESS CERT. OF AUTH. No. 3



SHEET NUMBER:
C-901

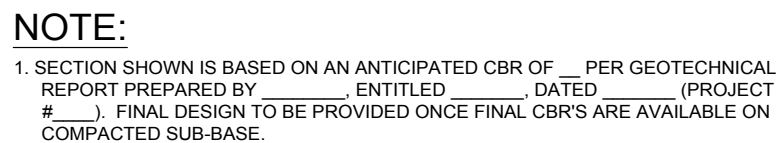
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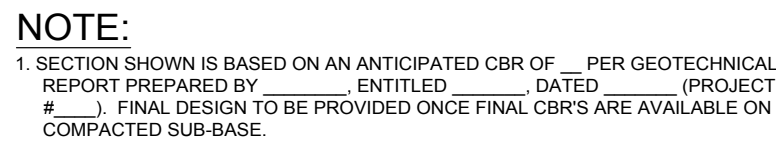
MONOLITHIC CURB & FLUSH SIDEWALK
DETAIL



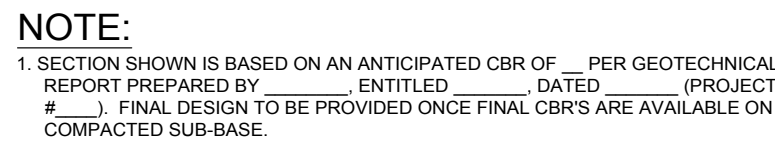
ADA ACCESSIBLE RAMP DETAIL
NOT TO SCALE



PAVEMENT WIDENING DETAIL
NOT TO SCALE



STANDARD DUTY ASPHALT PAVEMENT SECTION
NOT TO SCALE



STANDARD DUTY CONCRETE SECTION
NOT TO SCALE



CONCRETE-TO-ASPHALT DETAIL
NOT TO SCALE



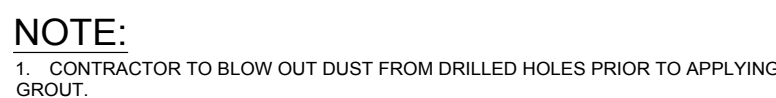
NOTES:

1. CONCRETE FOR CURBING SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 P.S.I. @ 28 DAYS.
2. CONSTRUCTION STAKES FOR CURB INSTALLATION SHALL BE REFERENCED (CUT OR FILL) TO THE TOP OF CURB.
3. AT CONTRACTOR'S OPTION, THE GUTTER THICKNESS MAY BE INCREASED AT THE EDGE OF PAVEMENT TO MAKE BOTTOM OF GUTTER CONTIGUOUS WITH BOTTOM OF ASPHALT PAVEMENT.
4. CONTRACTION JOINTS SHALL BE PLACED @ 10'-0" O.C. TOOLED 1/4" (±1/16") DEEP. EXPANSION JOINTS SHALL BE PLACED @ 40'-0" INTERVALS, MAXIMUM, AND ALL P.C.S. BETWEEN SPOT ELEVATIONS.
5. GUTTER PAN JOINTS SHALL BE ADJUSTED WITHIN ACCEPTABLE PARKING SPACES TO MATCH SLOPE BETWEEN SPOT ELEVATIONS.

CONCRETE CURB & GUTTER DETAIL
NOT TO SCALE



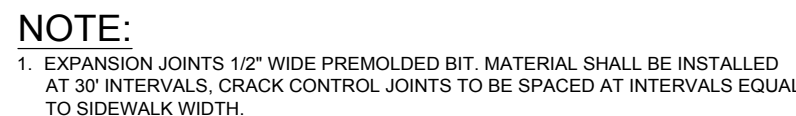
COLLECTOR CURB & GUTTER



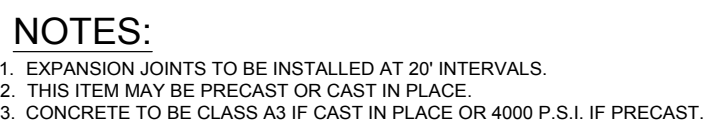
CONCRETE DOWELING DETAIL
NOT TO SCALE



FDOT TYPICAL PAVEMENT SECTION
TO BE USED WITHIN FDOT ROW
NOT TO SCALE



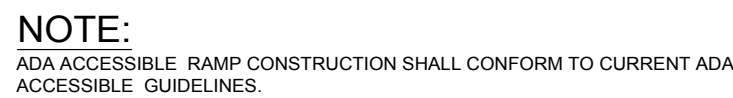
CONCRETE SIDEWALK DETAIL
NOT TO SCALE



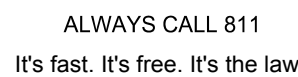
HEADER CURB DETAIL



CURB TAPER DETAIL
NOT TO SCALE



ADA ACCESSIBLE RAMP DETAIL
NOT TO SCALE

[illegible]

ISSUED FOR MUNICIPAL &
AGENCY REVIEW & APPROVAL

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

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

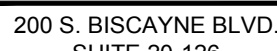
PROJECT:

**SENECA TOWN
CENTER**

- FOR -



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



MIAMI, FLORIDA 33131
Phone: (786) 681-0800
FLORIDA BUSINESS CERT. OF AUTH. No. 30728



SHEET TITLE:

**CONSTRUCTION
DETAILS
SHEET**

SHEET NUMBER:
C-902

ORG. DATE - 05/06/2021

H:\2020\FB200202\DRAWINGS\PLAN SETS\FB200202 - C.NDS - 0----->LAYOUT: C-903 BROWARD COUNTY WATER AND WASTEWATER DETAILS

D:\PROJECTS\PLANNING AND DEVELOPMENT SECTION\SHARED DATA STORAGE\WILSON\TSC\VIEWED STANDARD DETAILS - 121 - PLOTTED: 8/14/2018 1:18:52 PM - BY: WILSON, ROBERT

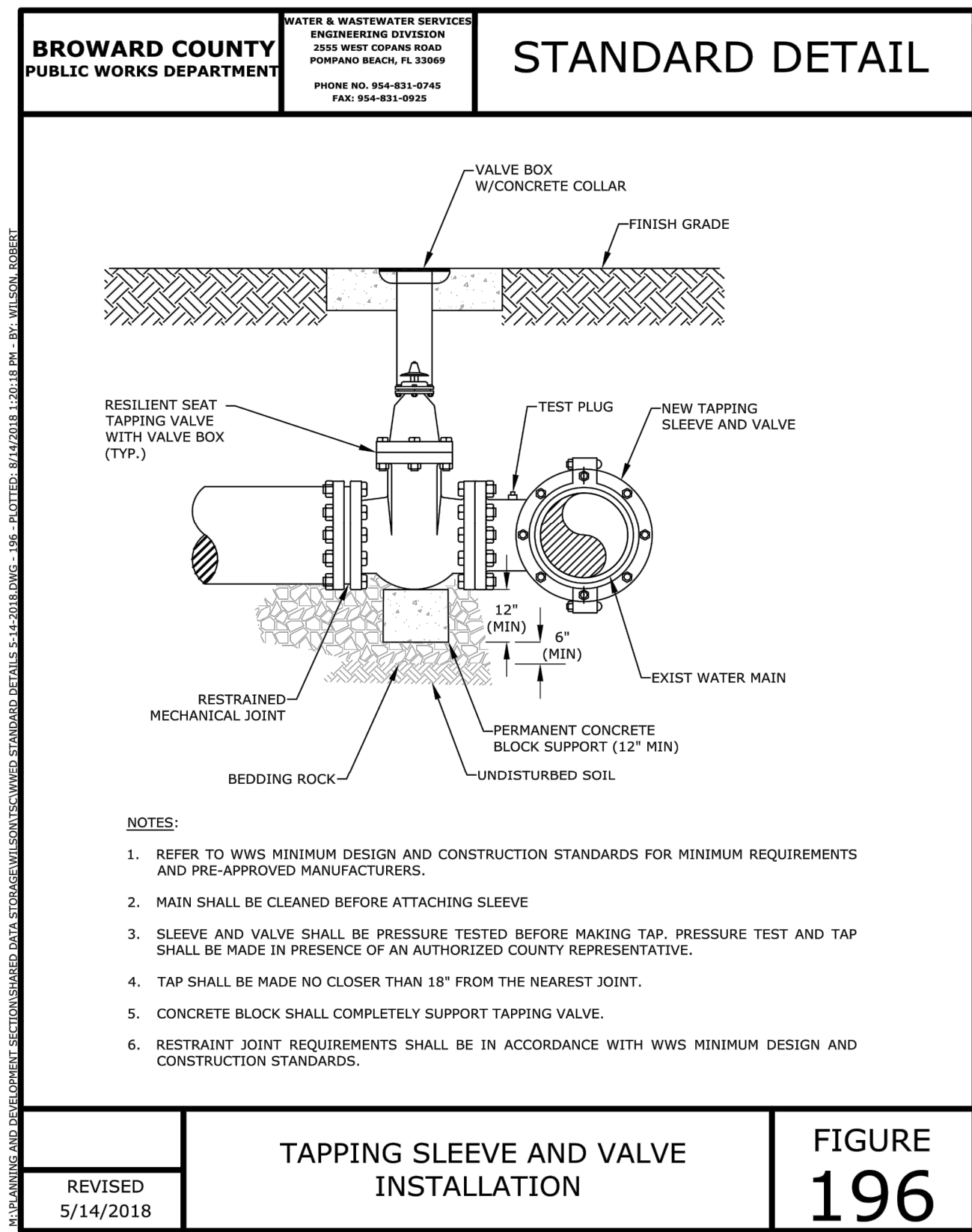
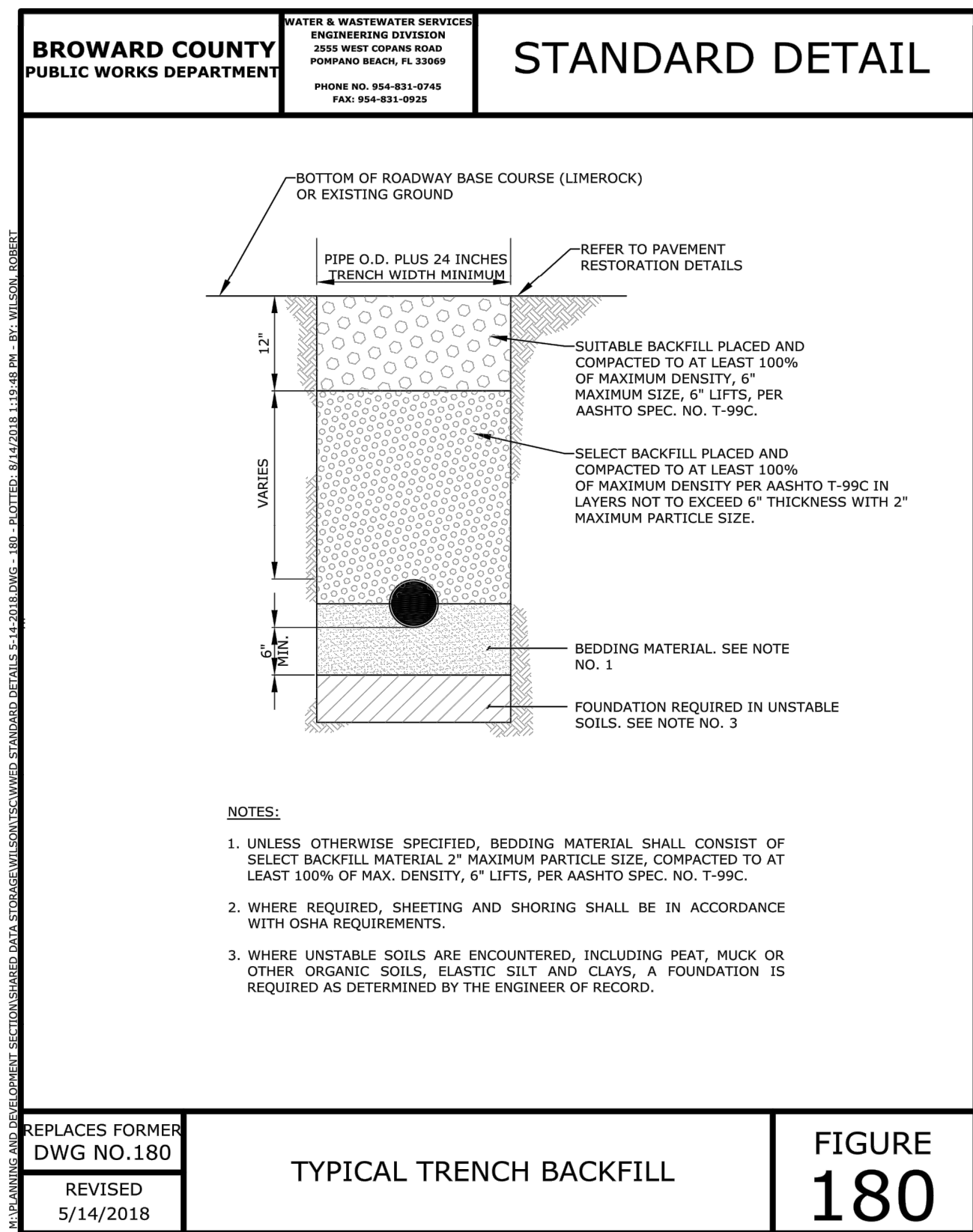
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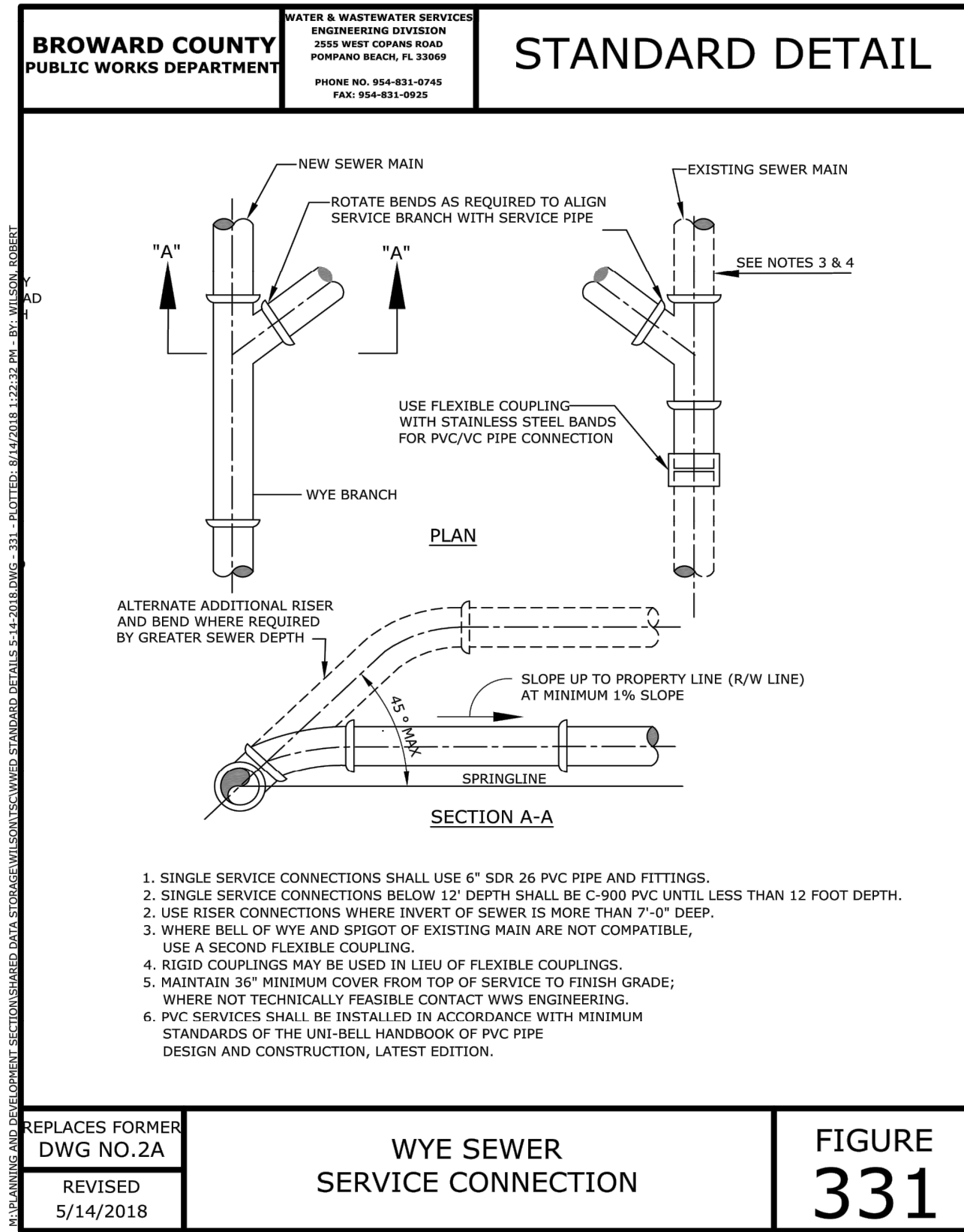
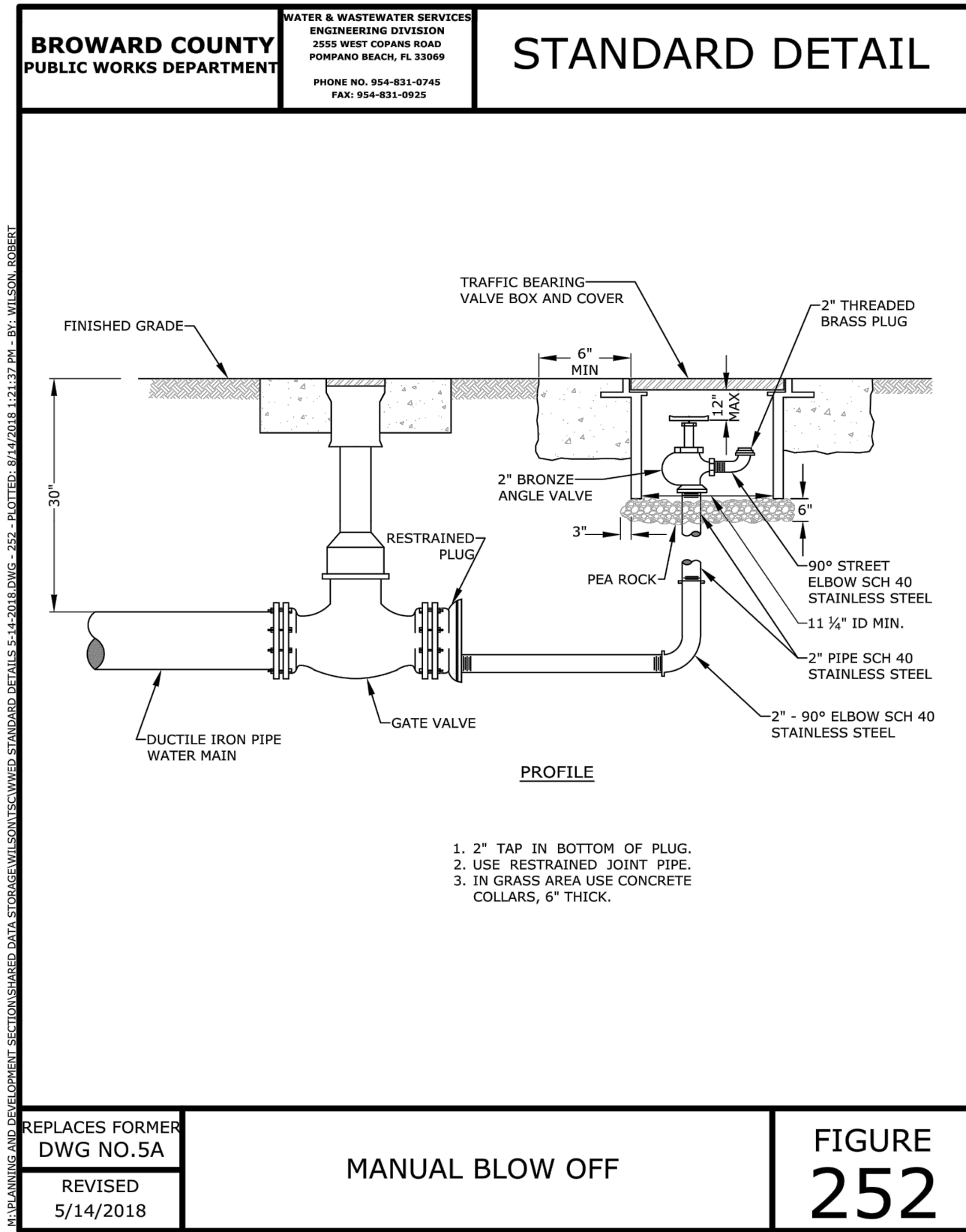
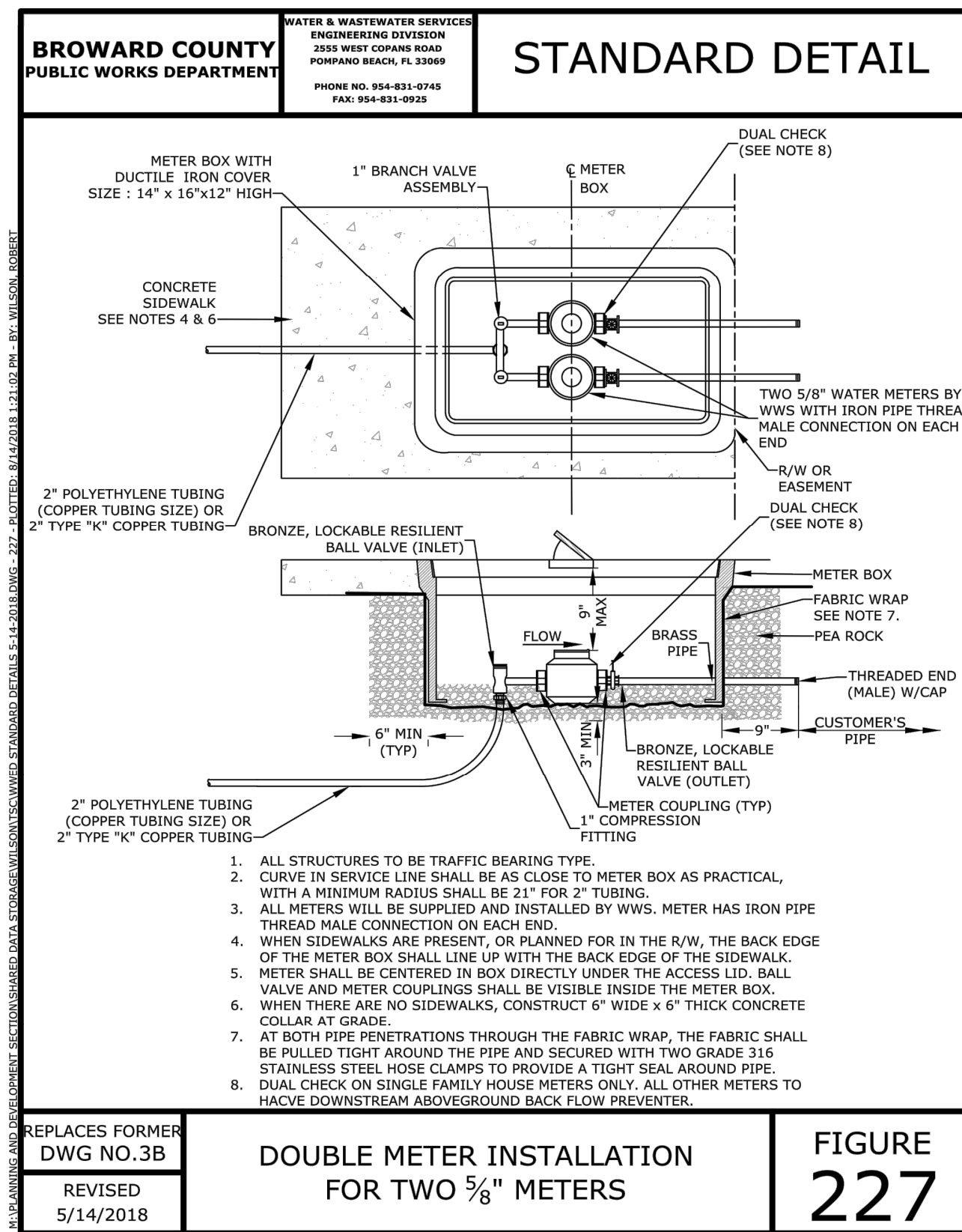
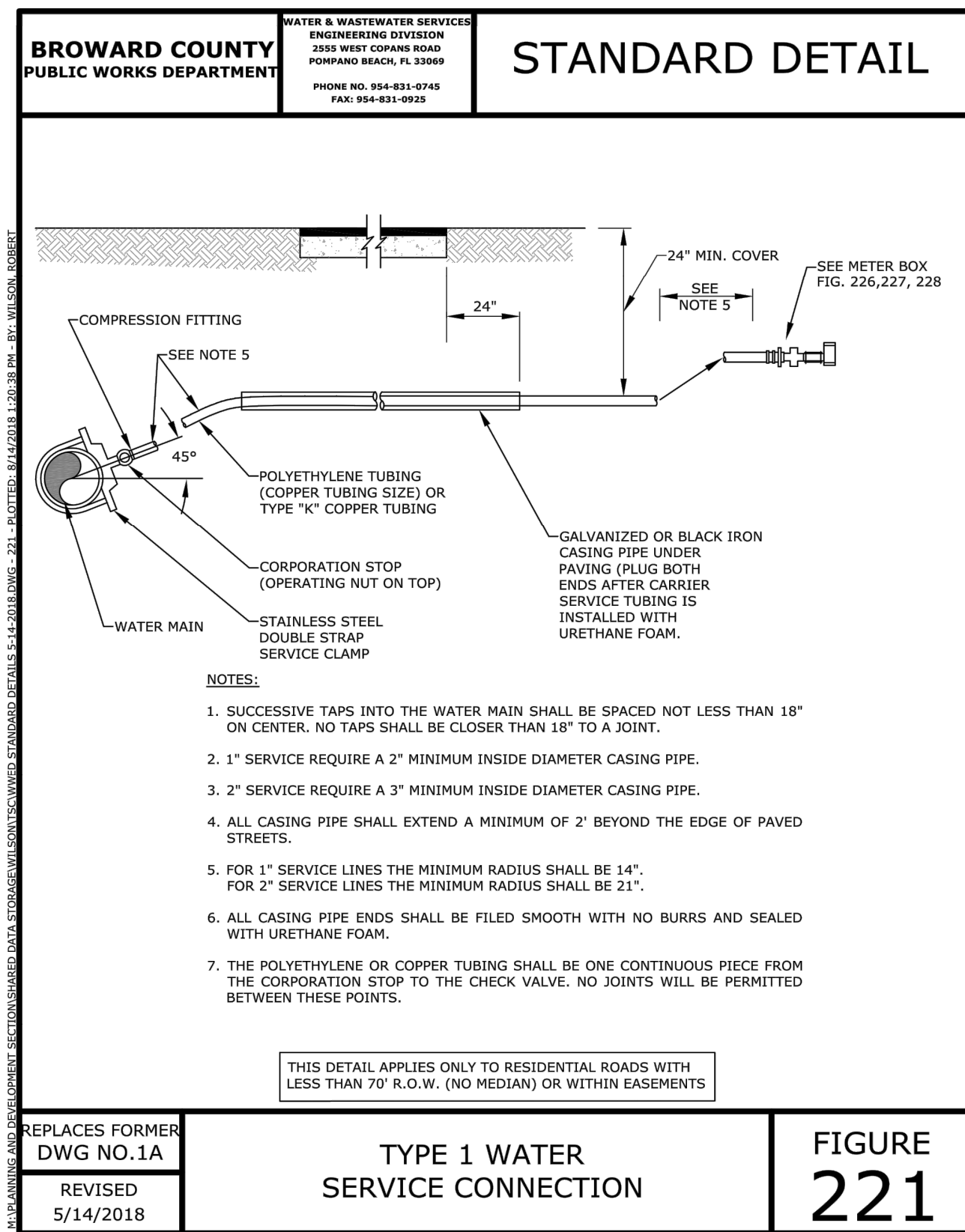
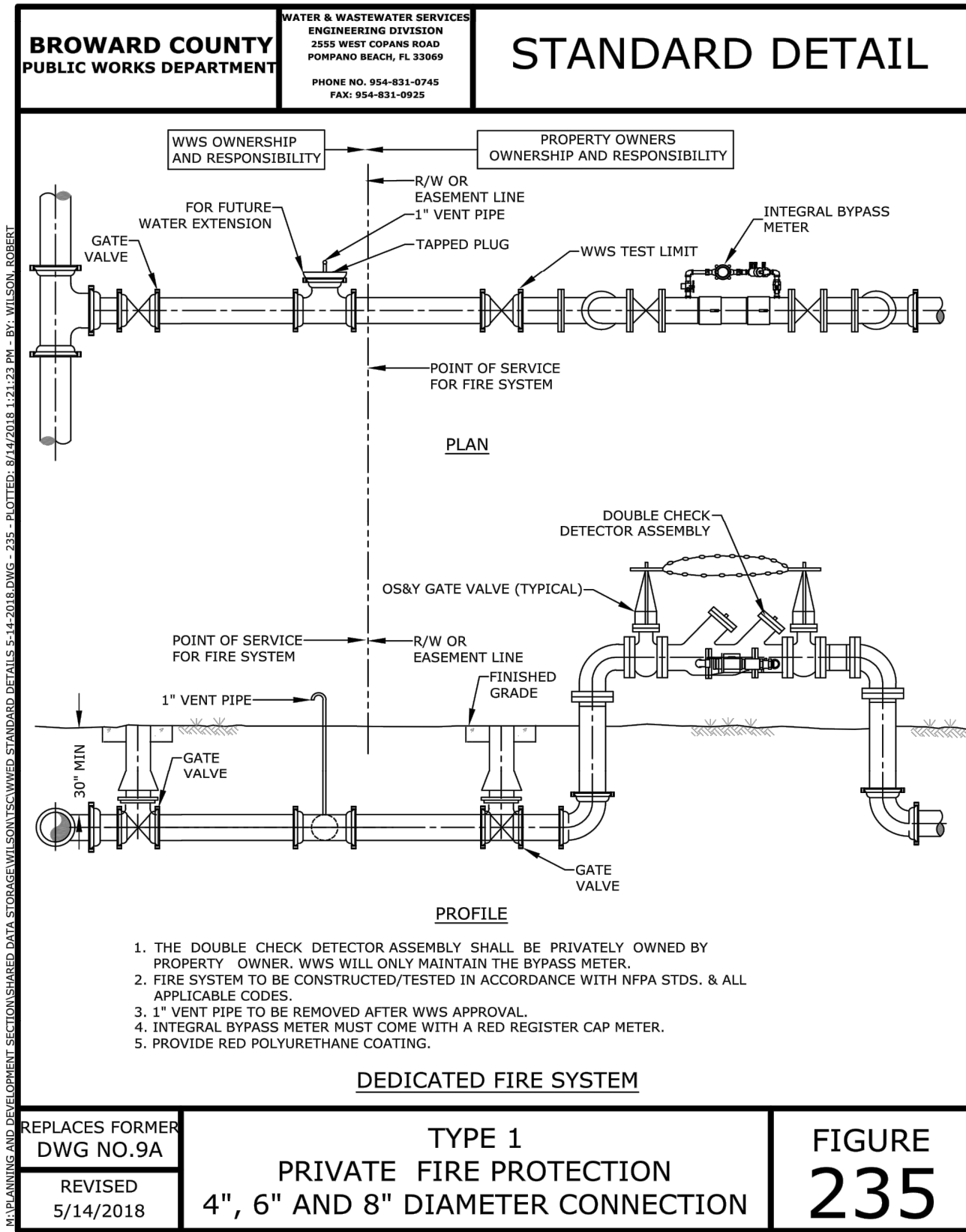
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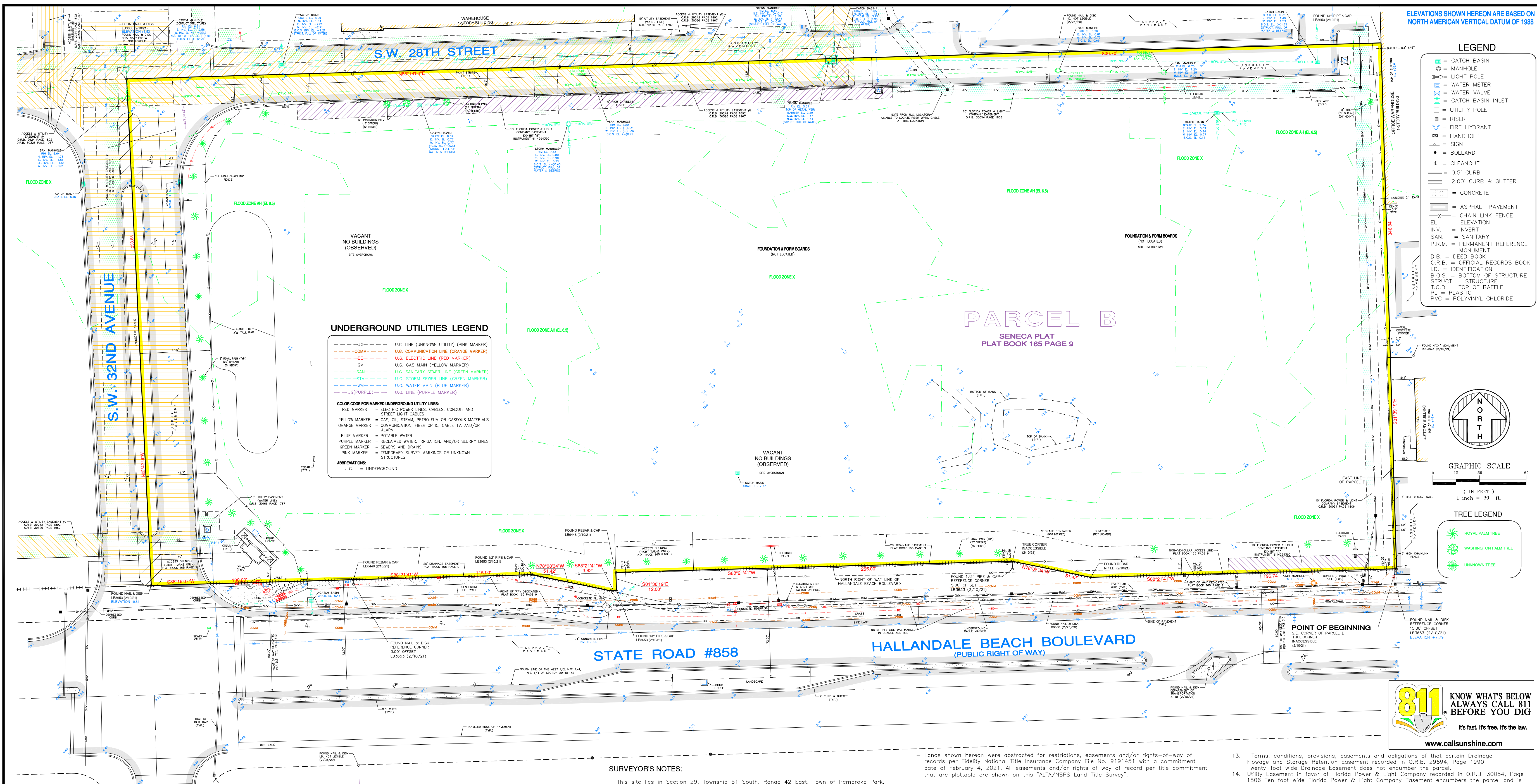
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[illegible]

[illegible]

[illegible]

ELEVATIONS SHOWN HEREON ARE BASED ON
NORTH AMERICAN VERTICAL DATUM OF 1988

LEGEND

- CATCH BASIN
- MANHOLE
- LIGHT POLE
- WATER METER
- WATER VALVE
- CATCH BASIN INLET
- UTILITY POLE
- RISER
- FIRE HYDRANT
- HANDHOLE
- SIGN
- BOLLARD
- CLEANOUT
- 0.5' CURB
- 2.00' CURB & GUTTER
- CONCRETE
- ASPHALT PAVEMENT
- CHAIN LINK FENCE
- ELEVATION
- INVERT
- SANITARY
- PERMANENT REFERENCE MONUMENT
- DEED BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- I.D. = IDENTIFICATION
- B.O.S. = BOTTOM OF STRUCTURE
- STRUCT. = STRUCTURE
- T.O.B. = TOP OF BAFFLE
- PL = PLASTIC
- PVC = POLYVINYL CHLORIDE

UNDERGROUND UTILITIES LEGEND

- U.G. = U.G. LINE (UNKNOWN UTILITY) (PINK MARKER)
 - COM = U.G. COMMUNICATION LINE (ORANGE MARKER)
 - EE = U.G. ELECTRIC LINE (RED MARKER)
 - GM = U.G. GAS MAIN (YELLOW MARKER)
 - SAN = U.G. SANITARY SEWER LINE (GREEN MARKER)
 - STW = U.G. STORM SEWER LINE (GREEN MARKER)
 - WM = U.G. WATER MAIN (BLUE MARKER)
 - UG(PURPLE) = U.G. LINE (PURPLE MARKER)
- COLOR CODE FOR MARKED UNDERGROUND UTILITY LINES:
RED MARKER = ELECTRIC POWER LINES, CABLES, CONDUIT AND STREET LIGHT CABLES
ORANGE MARKER = GAS, OIL, STEAM, PETROLEUM OR GASEOUS MATERIALS
ORANGE MARKER = COMMUNICATION, FIBER OPTIC, CABLE TV, AND/OR ALARM
BLUE MARKER = POTABLE WATER
PURPLE MARKER = RECLAIMED WATER, IRRIGATION, AND/OR SLURRY LINES
GREEN MARKER = SEWERS AND GRANDS
PINK MARKER = TEMPORARY SURVEY MARKINGS OR UNKNOWN STRUCTURES
- ABBREVIATIONS:
U.G. = UNDERGROUND

TREE LEGEND

- ROYAL PALM TREE
- WASHINGTON PALM TREE
- UNKNOWN TREE

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SURVEYOR'S NOTES:

- This site lies in Section 29, Township 51 South, Range 42 East, Town of Pembroke Park, Broward County, Florida.
- All documents are recorded in the Public Records of Broward County, Florida, unless otherwise noted.
- Bearings hereon are referred to an assumed value of S 88°21'41" W for the North right of way line of Hallandale Beach Boulevard, and evidenced by set 1/2" pipe & cap and found rebar & cap.
- Elevations shown hereon are relative to the National American Vertical Datum of 1988, based on Broward County Bench Mark No. 1175, (Elevation +9.32 NAVD).
- (Elevation +10.91 NAVD) and located by square cut in N.W. corner of a concrete sidewalk in front of Residence #3230 Hallandale Boulevard, 73' South of centerline of median, and 14' West of N.E. corner of building.
- Lands shown hereon are located within an area having a Zone Designation of X & AH (EL 6.5) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 1201100731H, for Community No. 120052, dated August 18, 2014, and index map revised August 18, 2014, and is relative to the North American Vertical Datum of 1988 (NAVD 88).
- Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted.
- Lands shown hereon containing 271,443 square feet, or 6,231 acres, more or less.
- All horizontal control measurements are within a precision of 1:10,000.
- This map is intended to be displayed at the graphic scale shown hereon or smaller.
- Roof overhang not located unless otherwise shown.
- No parking spaces on site.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- The approximate location of all utilities shown hereon were determined from As-Built plans and/or on-site locations and should be verified before construction.
- The underground utilities shown hereon have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown in the exact location indicated although he does certify that they are located as accurately as possible from the information available. Except for where accessible at sanitary and/or storm sewer structures, the surveyor has not physically located the underground utilities. This firm recommends that the underground utilities should be field verified prior to any new construction.
- Legal description shown hereon based on information furnished by client and no claims as to ownership are made or implied.
- Tax ID No. 5142 20 17 0073 per Broward County property appraiser website.

LEGAL DESCRIPTION:

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

Begin at the Southeast corner of said Parcel B; thence S 88°21'41" W for 196.74 feet; thence N 78°08'34" W for 51.42 feet; thence S 88°21'41" W for 255.00 feet; thence S 01°38'19" E for 12.00 feet; thence S 88°21'41" W for 3.82 feet; thence N 78°08'34" W for 51.42 feet; thence S 88°21'41" W for 115.00 feet; thence S 88°18'07" W for 130.00 feet (the last eight (8) courses and distances being coincident with the North right of way line of Hallandale Beach Boulevard); thence N 02°42'49" W for 333.88 feet; thence N 88°18'54" E for 606.70 feet; thence S 01°39'19" E along the East line of said Parcel B for 346.34 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATION:

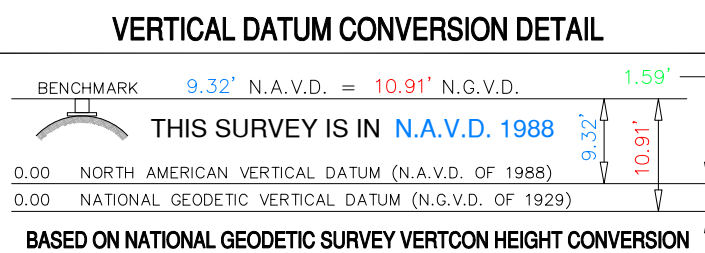
This is to certify that this "Boundary and Topographic Survey" was made under my responsible charge on February 25, 2020 and last updated February 10, 2021, in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. The network was completed on February 10, 2021.

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

FORTIN, LEAVY, SKILES, INC., LB3653

By:

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

LOCATION SKETCH
NOT TO SCALE

- Lands shown hereon were abstracted for restrictions, easements and/or rights-of-way of records per Fidelity National Title Insurance Company File No. 9191451 with a commitment date of February 4, 2021. All easements and/or rights of way of record per title commitment that are plottable are shown on this "ALTA/NSPS Land Title Survey".
- Standard Exceptions not addressed.
- Restrictions, covenants, conditions, easements, dedications and other matters as contained on the Plat of "SENECA PLAT", recorded in Plat Book 165, Page 9.
- Twenty foot wide drainage easement encumbers the parcel and is shown on the survey.
- Right-of-way per plat that adjoins parcel is shown on the survey.
- As affected by Agreement for Amendment of Notation recorded in O.R.B. 28918, Page 1507.
- Benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
- By Resolution recorded in O.R.B. 29694, Page 1935.
- Benefits the parcel. Vacates and abandons Drainage Easement.
- By Agreement for Amendment of Notation recorded in O.R.B. 44386, Page 573.
- Benefits and encumbers the parcel but not subject to location. Blanket in nature.
- Not a survey matter.
- Partial release of 10 foot easement recorded as Official Instrument # 114294390.
- 10 foot wide easement encumbers the parcel and is shown on the survey in two (2) locations.
- No where in the document does it say the word "Release" or "partial release".
- Therefore we are treating this as a new addition to existing easements.
- Resolution designating area of operation of Broward County Water System No. 4, recorded in O.R.B. 3843, Page 412.
- Benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
- Terms, conditions, provisions, easements and obligations of that certain Agreement for Installation of Required Improvements Relating to Seneca Plat recorded in O. R. B. 28407, Page 456, as amended by Amendment recorded in O.R.B. 34706, Page 495, further modified by that Release of Lien recorded in O.R.B. 34782, Page 1377.
- Benefits and encumbers the parcel but not subject to location. Blanket in nature.
- Not a survey matter.
- Terms, conditions, provisions, easements and obligations of that certain Developer's Agreement recorded in O.R.B. 28781, Page 365. Benefits and encumbers parcel but not subject to location. Blanket in nature. Not a survey matter, as amended in O.R.B. 29357, Page 1508, recorded in O.R.B. 31560, Page 265. Encumbers the parcel but not subject to location. Blanket in nature. Not a survey matter, as affected by Agreement recorded in O.R.B. 45309, Page 1143. Does not encumber or benefit the parcel.
- Terms, conditions, provisions, easements and obligations of that certain Transit Impact Agreement recorded in O.R.B. 28918, Page 1497, released as to the lien recorded November 4, 2010, in O.R.B. 47504, Page 1291. Encumbers and benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
- Terms, conditions, provisions, easements and obligations of that certain Declaration of Easements recorded in O.R.B. 29242, Page 1892. Easement benefit and encumber the parcel and are shown on the survey.
- Terms, conditions, provisions, easements and obligations of that certain Developer's Agreement recorded in O.R.B. 29359, Page 370; together with Bill of Sale Absolute to Broward County for the goods and chattels installed on W. Hallandale Blvd., recorded in O.R.B. 30166, Page 1777. Benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.

- Terms, conditions, provisions, easements and obligations of that certain Drainage Flowage and Storage Retention Easement recorded in O.R.B. 29694, Page 1990.
- Twenty-foot wide Drainage Easement does not encumber the parcel.
- Utility Easement in favor of Florida Power & Light Company recorded in O.R.B. 30054, Page 1806. Ten foot wide Florida Power & Light Company Easement encumbers the parcel and is shown on the survey, as affected by Non-Disturbance Agreement recorded in O.R.B. 45112, Page 1160.
- Utility Easement in favor of Florida Power & Light Company recorded in O.R.B. 30161, Page 1594. Easement does not benefit or encumber the parcel.
- Terms, conditions, provisions, easements and obligations of that certain Easement for water and sewer lines, recorded in O.R.B. 1787. Easement benefits and encumbers the parcel and is shown on the survey.
- Terms, covenants, conditions, easements, restrictions, reservations and other provisions, which provides for a private charge or assessment and liens for liquidated damages, according to that certain Declaration of Covenants, Conditions and Restrictions for Seneca Industrial Park recorded in O.R.B. 30320, Page 1987. Easements benefit and encumber the parcel and are shown on the survey, as affected by Supplements recorded in O.R.B. 30607, Page 1023, recorded in O.R.B. 31418, Page 347; recorded in O.R.B. 44254, Page 1115; Amendment recorded in O.R.B. 46507, Page 209; and as may be further amended. Benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
- Terms, conditions, provisions, easements and obligations of that certain Multi Phase Developer's Agreement for water and sewer lines, recorded in O.R.B. 30617, Page 370; together with Bill of Sale Absolute to Broward County for the goods and chattels installed on W. Hallandale Blvd., recorded in O.R.B. 32385, Page 1680. Agreement and Bill of Sale benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
- Terms, conditions, provisions, easements and obligations of that certain Multi Phase Developer's Agreement for water lines, recorded in O.R.B. 30617, Page 549. Agreement benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
- Terms, conditions, provisions, easements and obligations of that certain Agreement Regarding Easement for ingress, egress, access and maintenance of same recorded in O.R.B. 36223, Page 309. Easement does not benefit or encumber the parcel.
- Terms, conditions, provisions, easements and obligations of that certain Easement for ingress, egress, access and maintenance of same recorded in O.R.B. 36223, Page 309. Easement does not benefit or encumber the parcel.
- Terms, conditions, provisions and obligations of that certain Recorded Notice of Environmental Resource Permit, recorded as Official Instrument # 113861394. Benefits and encumbers the parcel but not subject to location. Blanket in nature.
- Not a survey matter.
- Resolution No. 16-07-01 by Town of Pembroke Park Approving The Parking Reduction for East Coast Invest., LLC, a Florida limited liability company, recorded as Official Instrument # 114024160; as consented to by East Coast Invest., LLC, recorded as Official Instrument # 114024161. Benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.

NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated. Any reference herein to a Book or Page or Instrument Number is a reference to the O.R.B.s of said county, unless indicated to the contrary.

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REV	DATE	DESCRIPTION	BY	CHK
1	2/25/20	LOCATE INVERTS (7/19/21) TO	TC	TC
2	2/25/21	LOCATE MARKED U.G. UTILITIES (7/19/21) SAN	TC	TC
3	2/25/21	CLARIFY RIGHT OF WAY	TC	TC
4	2/25/21	UPDATE SURVEY (2/10/21) - RLL	TC	TC
5	2/25/21	Revision Description	TC	TC

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 16th Street / North Miami Beach, Florida 33162
Phone 305-653-4493 / Fax 305-653-7157 / Email flg@flsurvey.com

ALTANSPS LAND TITLE SURVEY
3195 WEST HALLANDALE BEACH BOULEVARD
TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA

Original Date	2/25/20
Scale	1"=30'
Drawn By	MAP
CAD No.	200052
Plotted	7/21/21 10:07a
Ref. Dwg.	
Field Book	RLL
65420-21 & FLD.SHT.	
Job No.	200052
Dwg. No.	2020-011-NAVD
Sheet	1 of 1

1. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND BASE INFORMATION PRIOR TO INITIATING PLANTING INSTALLATION. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE PLANS.
2. CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 48 HOURS MINIMUM PRIOR TO DIGGING FOR VERIFICATION OF ALL UNDERGROUND UTILITIES, IRRIGATION AND ALL OTHER OBSTRUCTIONS AND COORDINATE WITH OWNERS REPRESENTATIVE PRIOR TO INITIATING OPERATIONS. DRAWINGS ARE PREPARED ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARING THESE DOCUMENTS.
3. CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH EXISTING SITE CONDITIONS PRIOR TO INITIATING PLANTING. ALL EXISTING SITE FURNISHINGS: PAVING, LANDSCAPE AND OTHER ELEMENTS TO REMAIN SHALL BE PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED.
4. UNLESS OTHERWISE NOTED, THE LIMITS OF CONSTRUCTION ARE THE CLEARING LIMITS NOTED ON THE DRAWINGS. (REFER TO CIVIL ENGINEERING DRAWINGS).
5. REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE OWNERS REPRESENTATIVE IMMEDIATELY.
6. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPEDE THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTORS OWN WORK.
7. CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE EXISTING GROUND COVER FOR ALL PLANTING BEDS AS SPECIFIED PRIOR TO PLANTING INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL PORTIONS OF EXISTING LAWN AREAS DAMAGED WHILE COMPLETING PLANTING INSTALLATION WITH THE SAME GRASS SPECIES TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE.
8. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS PRIOR TO COMMENCEMENT OF THE LANDSCAPE PLANTING WORK. THE CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR AT LEAST TWO ON-SITE AREAS ONE OF WHICH PLANTING AREA THAT HAS BEEN IMPACTED BY CONSTRUCTION ACTIVITIES.
9. ALL PLANT MATERIAL SHALL BE IN FULL AND STRICT ACCORDANCE WITH THE FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS AS PUBLISHED BY THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE. ALL PLANT MATERIAL SHALL MEET FLORIDA #1 OR BETTER.
10. ALL TREES SHALL HAVE SIX FEET (6') CLEAR TRUNK UNLESS OTHERWISE SPECIFIED.
11. ALL CONTAINER SIZE NOTED ON PLANT LIST ARE MINIMUM. INCREASE SIZE IF NECESSARY TO CONFORM TO PLANT SIZE AND SPECIFICATIONS.
12. ALL TREE CALIPER SIZES NOTED ON PLANT LIST ARE MINIMUM. INCREASE SIZE IF NECESSARY TO CONFORM TO PLANT SIZE AND SPECIFICATIONS.
13. ANY TREES WITH A TRUNK FORMED "V" SHAPE CROTCH WILL BE REJECTED.
14. EROSION CONTROL BARRIKAD SHALL BE INSTALLED IN ALL SHRUB AND GROUND COVER PLANTING AREAS AS PER SPECIFICATIONS FOR ALL SLOPES THAT EXCEED 3:1 . SEE GRADING PLANS FOR LOCATION OF SLOPES GREATER THAN 3:1 AND ADJACENT TO ANY WETLAND AREAS.
15. TYPICALLY, SHRUB AND GROUND COVER PLANTINGS ARE SHOWN AS MASS PLANTING BEDS. PLANTS SHALL BE PLACED ON A TRIANGULAR SPACING CONFIGURATION (STAGGERED SPACING). PLANT CENTER TO CENTER DIMENSIONS (O.C.) ARE LISTED UNDER "COMMENTS" ON THE DIMENSIONS (O.C.) ARE LISTED UNDER "COMMENTS" ON THE PLANT LIST.
16. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
17. LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNERS REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
18. CONTRACTOR SHALL MULCH ALL NEW PLANT MATERIAL THROUGHOUT AND COMPLETELY TO DEPTH SPECIFIED.
19. ANY SUBSTITUTIONS IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNERS REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
20. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND THE PROJECT MANUAL AND SPECIFICATIONS FOR FURTHER AND COMPLETE LANDSCAPE PLANTING INSTRUCTIONS.
21. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH IRRIGATION WORK. LANDSCAPE PLANTING WORK WITH IRRIGATION WORK. LANDSCAPE WATERING AS REQUIRED BY OWNERS REPRESENTATIVE TO SUPPLEMENT IRRIGATION WATERING AND RAINFALL. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION.
22. LANDSCAPE CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DEPOSITED OFF-SITE DAILY. ALL MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNERS REPRESENTATIVE.
23. LANDSCAPE CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION AND/OR INSTALLATION WORK. LANDSCAPE CONTRACTOR SHALL REPLACE (BY EQUAL SIZE AND QUALITY) ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED BY PLANT REMOVAL, RELOCATION AND/OR INSTALLATION.
24. CONTRACTORS SHALL COMPLY WITH ALL NPDES REQUIREMENTS.
25. LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL PLANTING AREAS IMPACTED BY CONSTRUCTION ACTIVITIES ARE MADE SUITABLE FOR PLANTING AREAS. THIS INCLUDES BUT IS NOT LIMITED TO COMPACTED SOILS AND FILL MATERIALS. POORLY DRAINED SOILS AND SOILS WITH DEBRIS. OWNERS REP AND LANDSCAPE ARCHITECT MUST BE CONSULTED WITH WHEN POOR PLANTING CONDITIONS ARE PRESENT PRIOR TO COMMENCEMENT OF WORK.
26. LANDSCAPE CONTRACTOR SHALL REMOVE OR SPRAY ANY INVASIVE PLANT MATERIALS FOUND ON SITE.
27. LANDSCAPE CONTRACTOR SHALL PROVIDE AN ALLOWANCE FOR TREE PRUNING, AND TREE LIMBS THOUGH TO ENDANGER LIFE OR PROPERTY SHALL BE PRUNED.

MXU RETAIL							
Tree #	Height (ft.)	Spread (ft.)	DBH (in.)	Scientific Name	Common Name	Disposition	Canopy (sq.ft.)
1	7	5	12	Washingtonia robusta	Washingtonia Palm	Remove	19.63
2	6	4	10	Washingtonia robusta	Washingtonia Palm	Remove	12.56
3	6	4	10	Washingtonia robusta	Washingtonia Palm	Remove	12.56
4	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
5	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
6	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
7	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
8	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
9	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
10	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
11	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
12	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
13	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
14	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
15	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
16	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
17	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
18	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
19	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
20		DEAD		Roystonea elata	Royal Palm	Remove	0.00
21	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
22	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
23	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
24	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
25	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
26	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
27	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
28	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
29	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
30	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
31	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
32	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
33	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
34	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
35	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
36	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
37	20	20	8	Unknown	Overgrown Shrub	Remove	314.00
38	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
39	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
40	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
41	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
42	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
43	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
44	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
45	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
46	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
47	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
48	35	20	17	Roystonea elata	Royal Palm	Remain	314.00
49	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00
50	35	20	17	Roystonea elata	Royal Palm	Relocate	314.00

Owner

TREE DISPOSITION NOTES

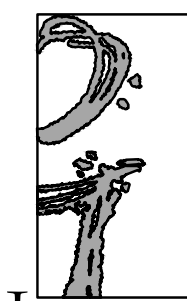
Date: 06.02.2021	Scale: SEE PLAN
Drawn By: LDC	Designed By: LDC
Approved By: AH	Project No: M21029
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TD-00

SYMBOL LEGEND

- #x Tree to Remove
- #x Tree to Remain
- #x Tree to Relocate

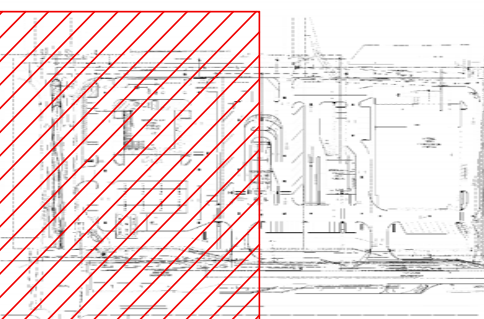
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Key Map:



Owner:

MXU HALLANDALE
HALLANDALE BEACH, FL
PERMIT

TREE DISPOSITION PLAN

Rev:	Date:	Description:	By:

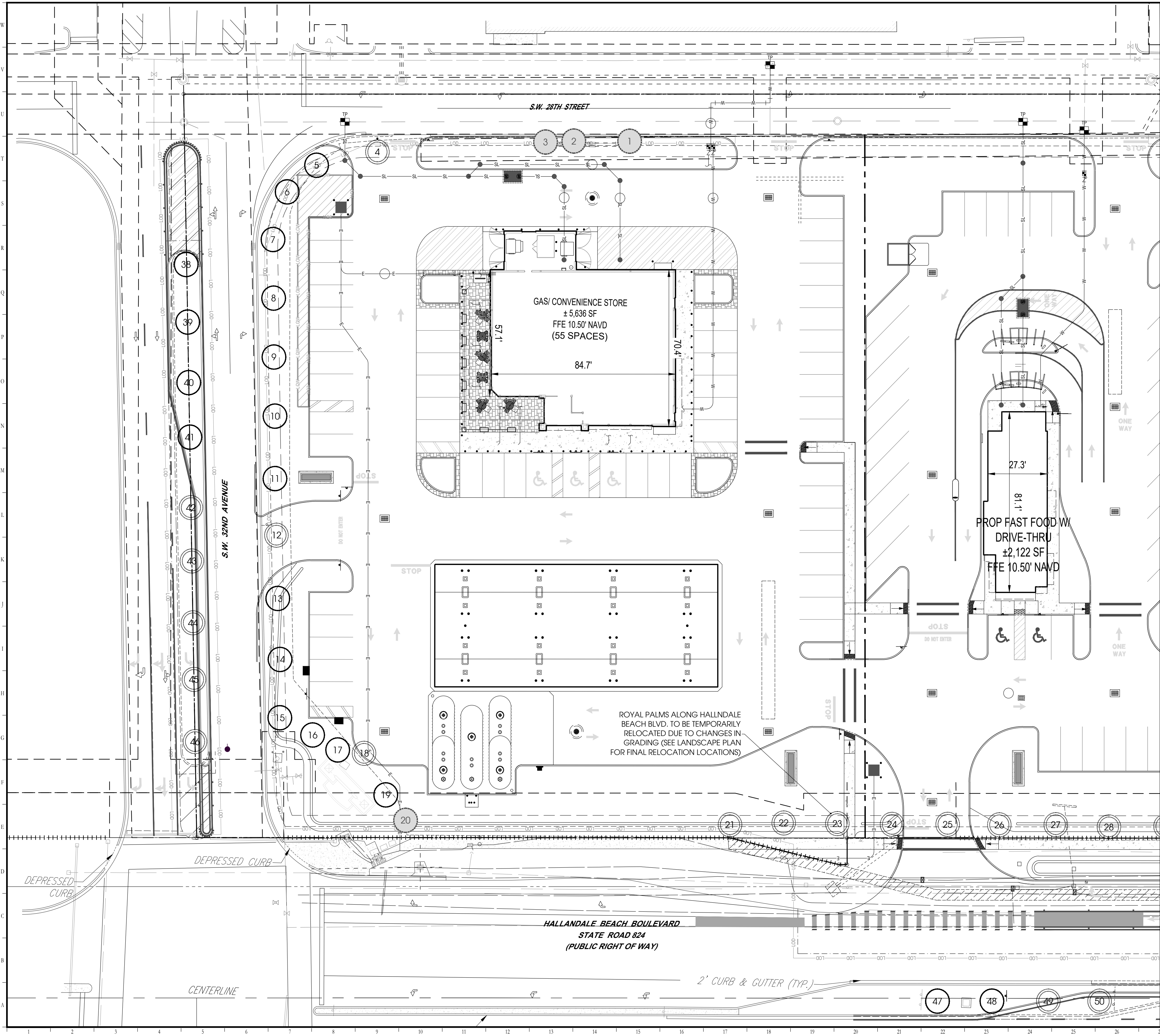
Date: 06.02.2021	Scale: SEE PLAN
Drawn By: LDC	Designed By: LDC
Approved By: AH	Project No: M21029
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Seal: Sheet Number:

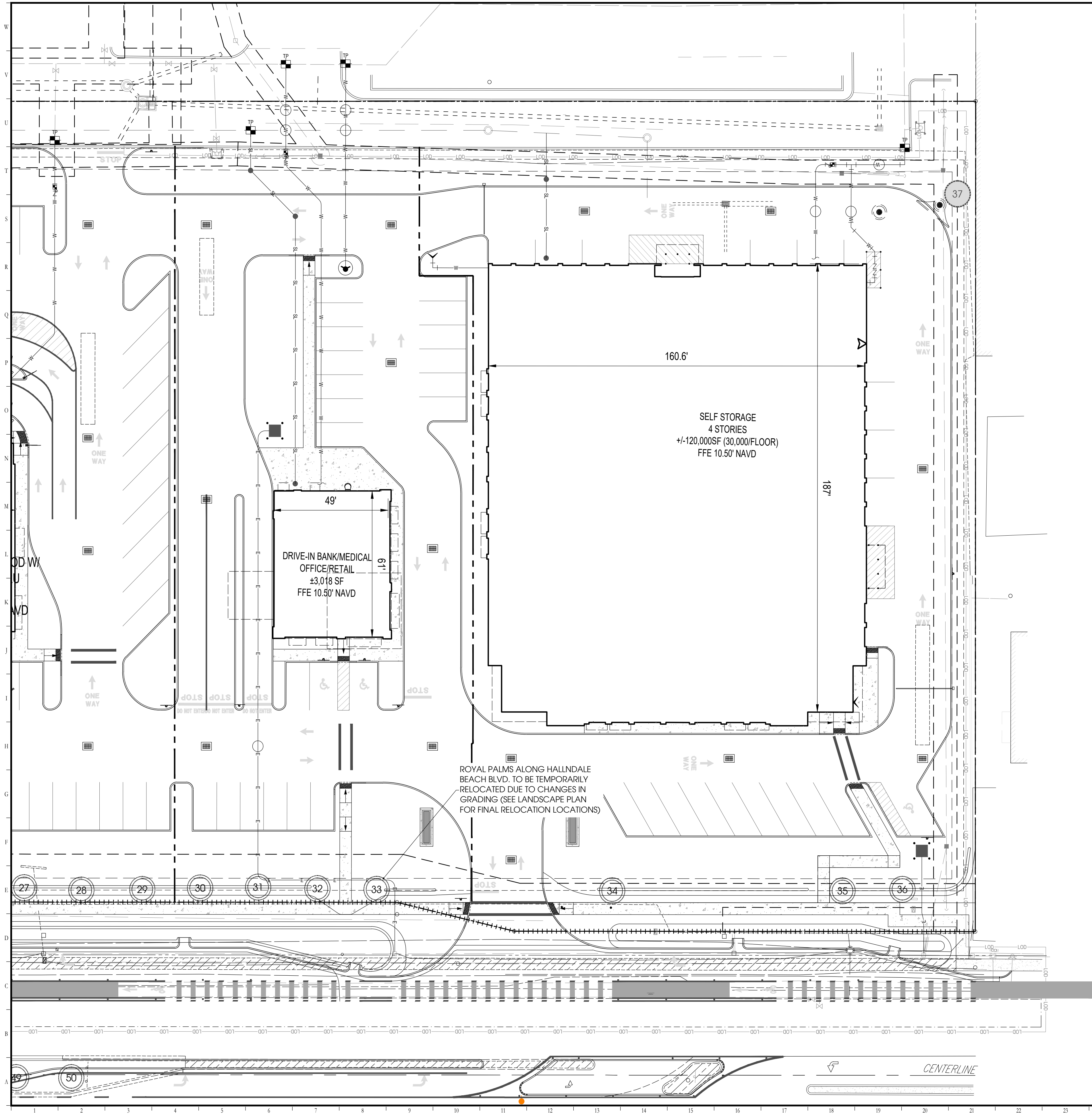
TD-01



0 10' 20' 40'
SCALE: 1" = 20'-0"

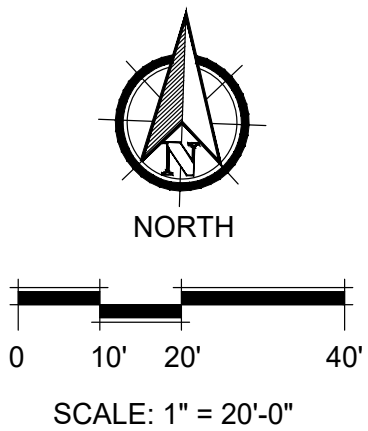


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PRINT DATE: 22-Sep-21
DRAWING SIZE: 24" X 36"

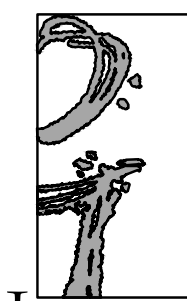


SYMBOL LEGEND

- #x Tree to Remove
- #x Tree to Remain
- #x Tree to Relocate

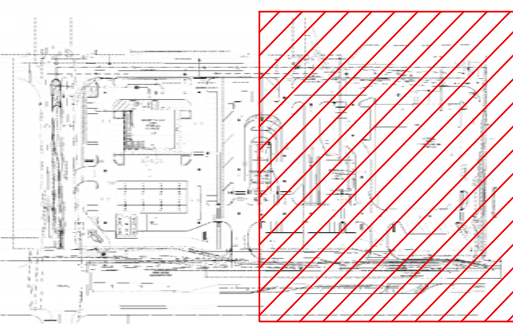


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Key Map:



Owner:

MXU HALLANDALE
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TREE DISPOSITION PLAN

Rev:	Date:	Description:	By:

Date: 06.02.2021	Scale: SEE PLAN
Drawn By: LDC	Designed By: LDC
Approved By: AH	Project No: M21029
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Seal:	Sheet Number:
	TD-02

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- CITY NOTES:
- ALL GROUND LEVEL UTILITIES SHALL BE SCREENED WITH PLANT MATERIAL.
- ALL DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED WITH PLANT MATERIAL.

TREE CONNECTOR

*Indicates Native Species
 Relocated Tree (see Disposition Plan for details)

*Includes (43) existing trees remaining. See Disposition Plans for details

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This architectural drawing shows the first floor of the building. It features a large central hall with a curved entrance on the right side. To the left of the hall is a large rectangular room, possibly a library or study area, with several smaller rooms and a staircase. The drawing is a detailed line sketch showing walls, doors, and furniture.

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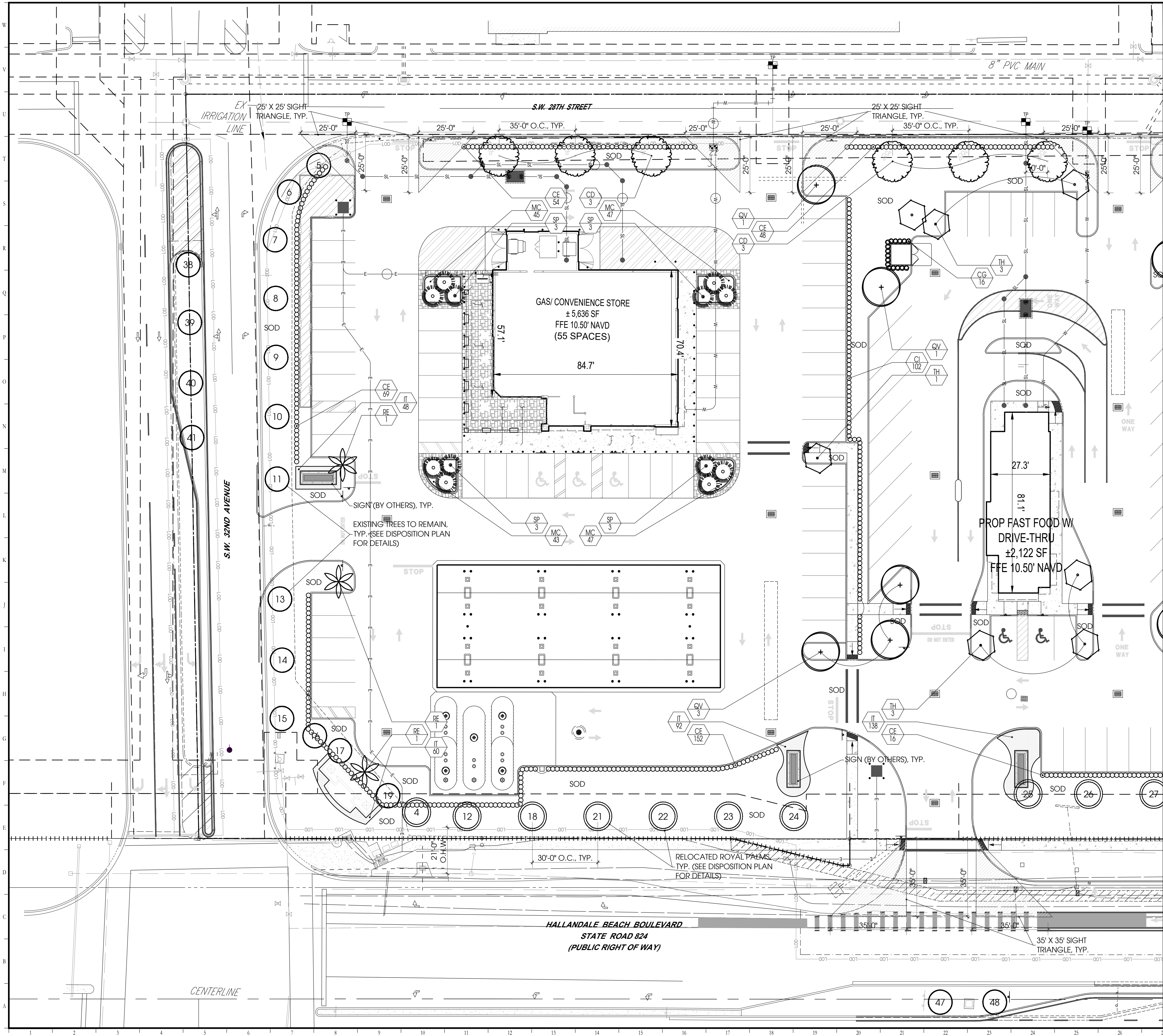
LANDSCAPE SCHEDULE & NOTES

Date: 06.02.2021	Scale: SEE PLAN
Drawn By: LDC	Designed By: LDC
Approved By: AH	Project No: M21029
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Sheet Number:

LT-00

FILE: Z:\4 Studio\Projects\2021\21029-MXU Retail\2 Autocad\15 Permit\Sheets\21029-02-Trees.dwg
PRINT DATE: 22-Sep-21
DRAWING SIZE: 24" X 36"



TREE LEGEND

KEY	COMMON NAME
CANOPY TREES	
BS	Gumbo Limbo
QV	Live Oak
UNDERSTORY TREES	
CD	Pigeon Plum
CES	Silver Buttonwood
CS	Orange Geiger Tree
IC	Dahoon Holly
LI	Crepe Myrtle
TH	Pink Trumpet Tree
PALM TREES	
PE	Alexander Palm
RE	Royal Palm
SP	Sabal Palm
VM	Montgomery Palm

SHRUB LEGEND

KEY	COMMON NAME
SHRUBS	
CE	Green Buttonwood
CG	Small Leaf Clusia
CI	Red Tip Cocoplum
SV	Variegated Schefflera
GROUNDCOVERS & GRASSES	
IT	Dwarf Ixora
MC	Pink Muhly Grass
SOD	
SOD	Bahia

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Key Map:

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LANDSCAPE PLAN

Rev:	Date:	Description:	By:

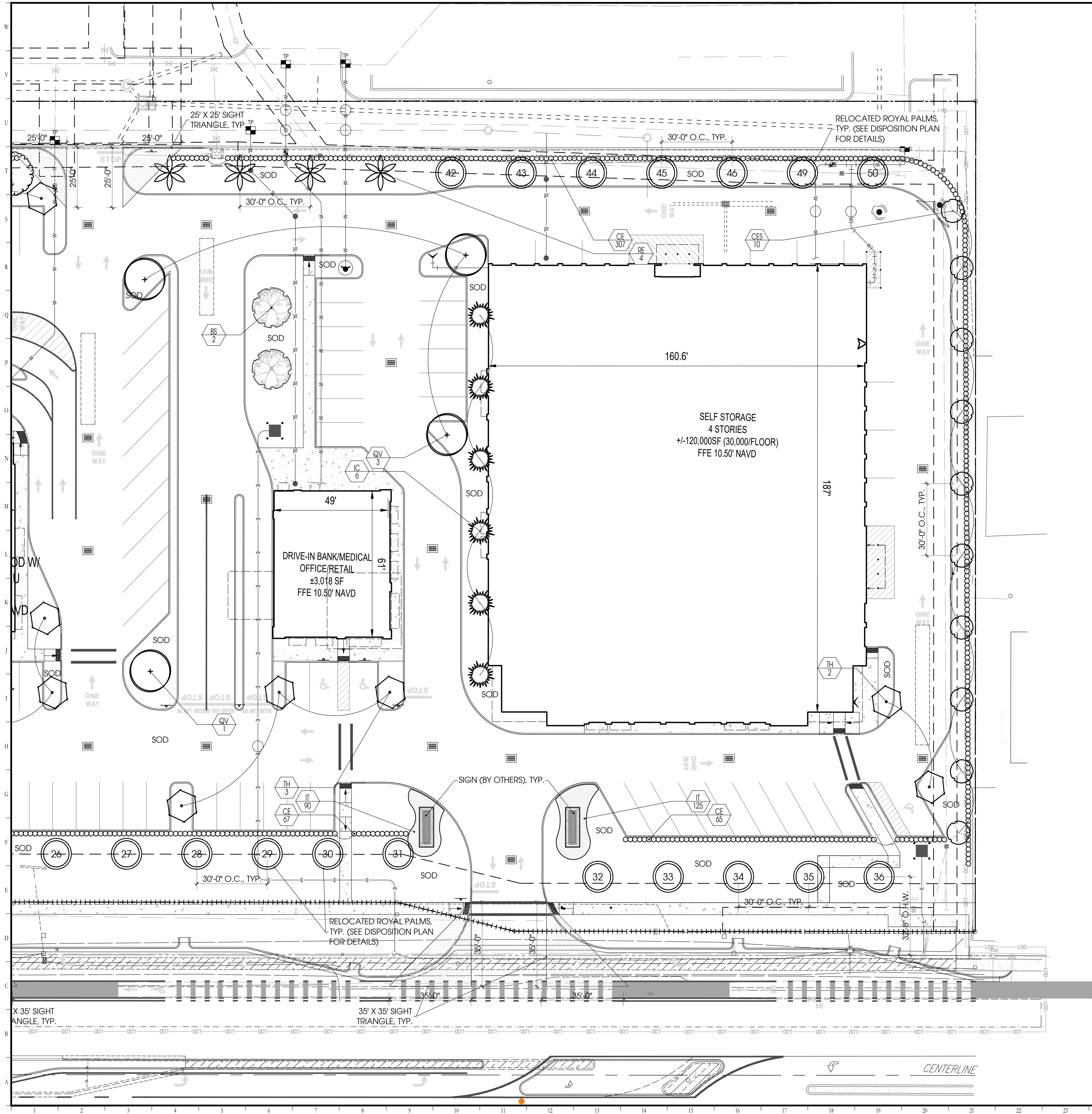
Date: 06.02.2021	Scale: SEE PLAN
Drawn By: LDC	Designed By: LDC
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Sheet Number:

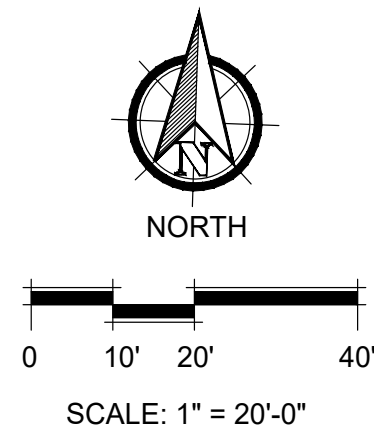
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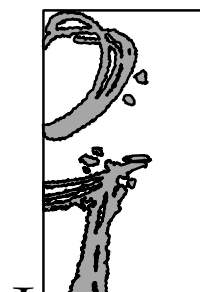


TREE LEGEND	
KEY	COMMON NAME
CANOPY TREES	
BS	Gumbo Limbo
QV	Live Oak
UNDERSTORY TREES	
CD	Pigeon Plum
CES	Silver Buttonwood
CS	Orange Geiger Tree
IC	Dahoon Holly
LI	Crepe Myrtle
TH	Pink Trumpet Tree
PALM TREES	
PE	Alexander Palm
RE	Royal Palm
SP	Sabal Palm
VM	Montgomery Palm

SHRUB LEGEND	
KEY	COMMON NAME
SHRUBS	
CE	Green Buttonwood
CG	Small Leaf Clusia
CI	Red Tip Cocoplum
SV	Variegated Schefflera
GROUNDCOVERS & GRASSES	
IT	Dwarf Ixora
MC	Pink Muhly Grass
SOD	
SOD	Bahia

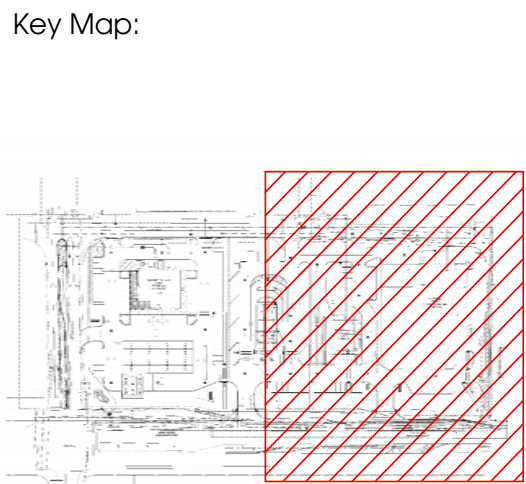


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Owner:

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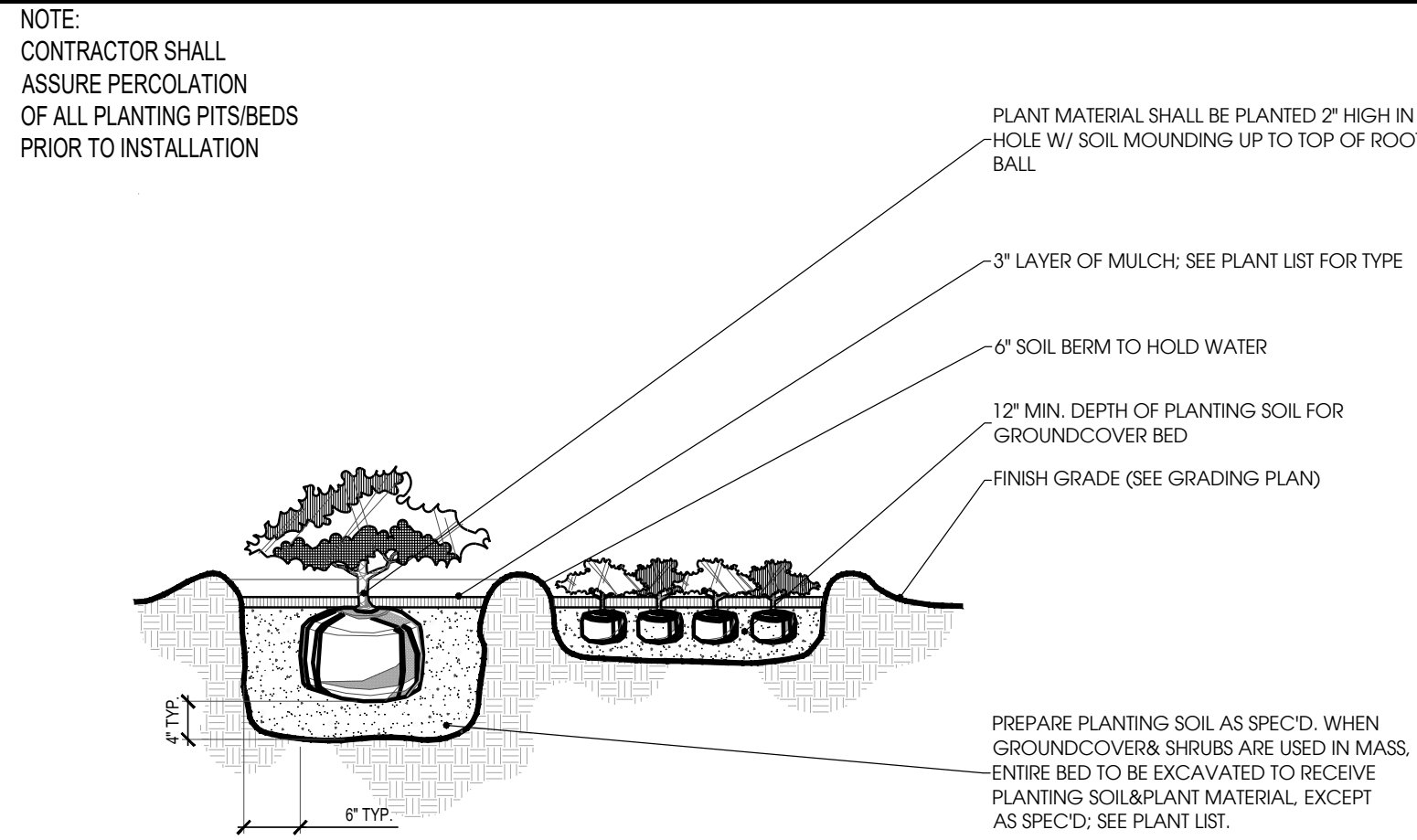
LANDSCAPE PLAN

Rev:	Date:	Description:	By:

Date: 06.02.2021	Scale: SEE PLAN
Drawn By: LDC	Designed By: LDC
Approved By: AH	Project No: M21029
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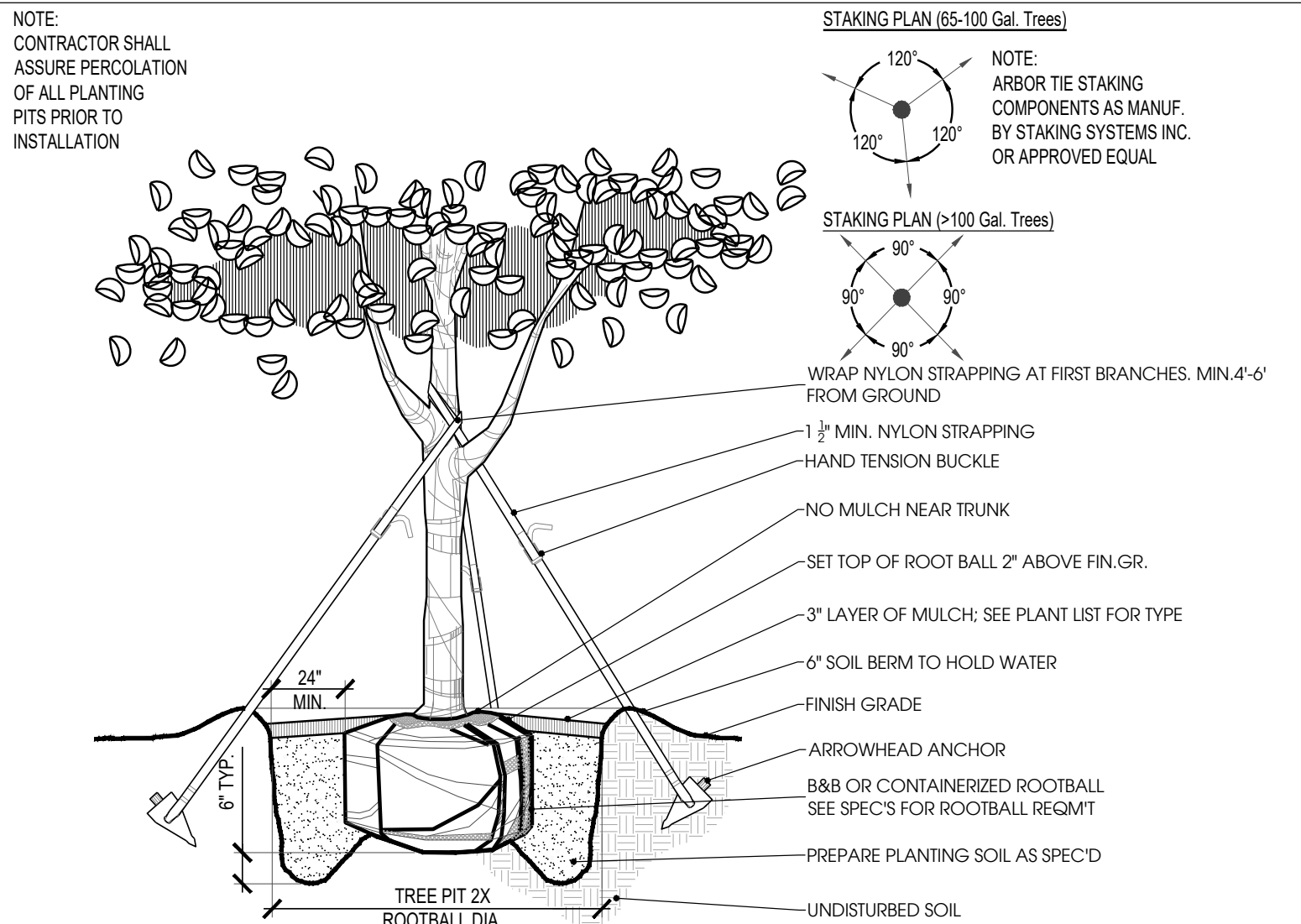
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Seal:	Sheet Number:
	LT-02



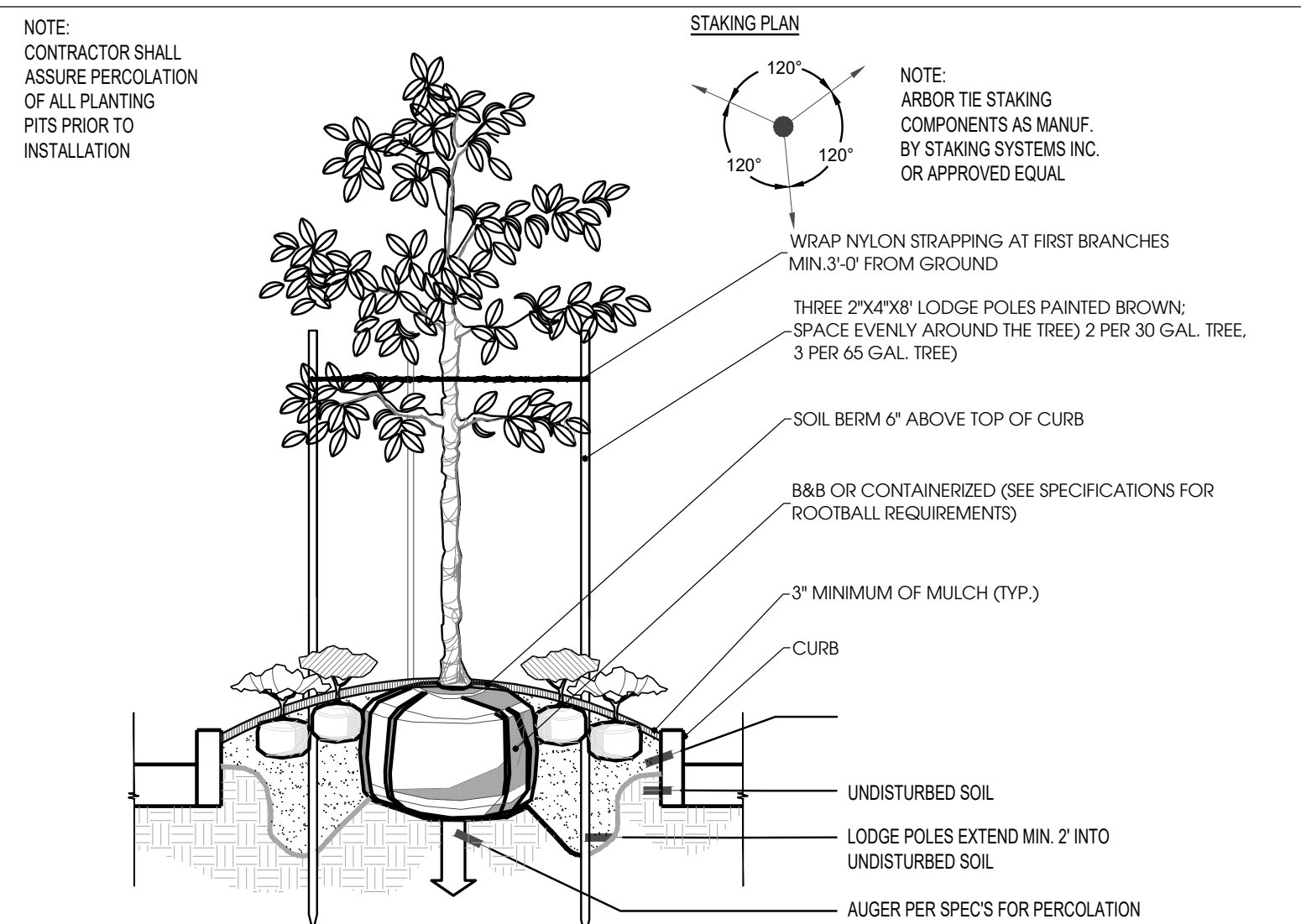
1 Shrub & Groundcover Planting

Scale: N.T.S.



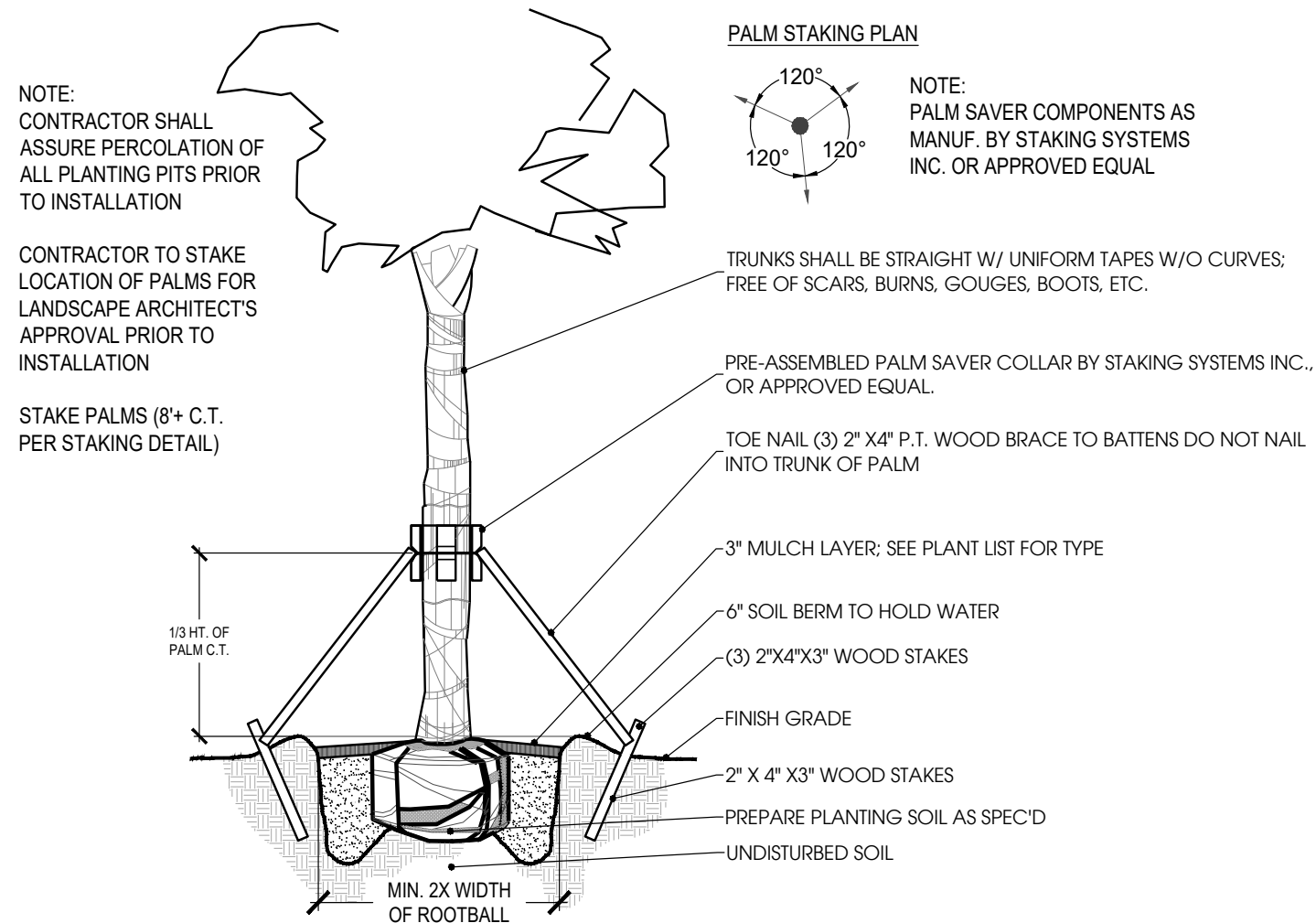
4 Tree Planting (65-100 Gal.)

Scale: N.T.S.



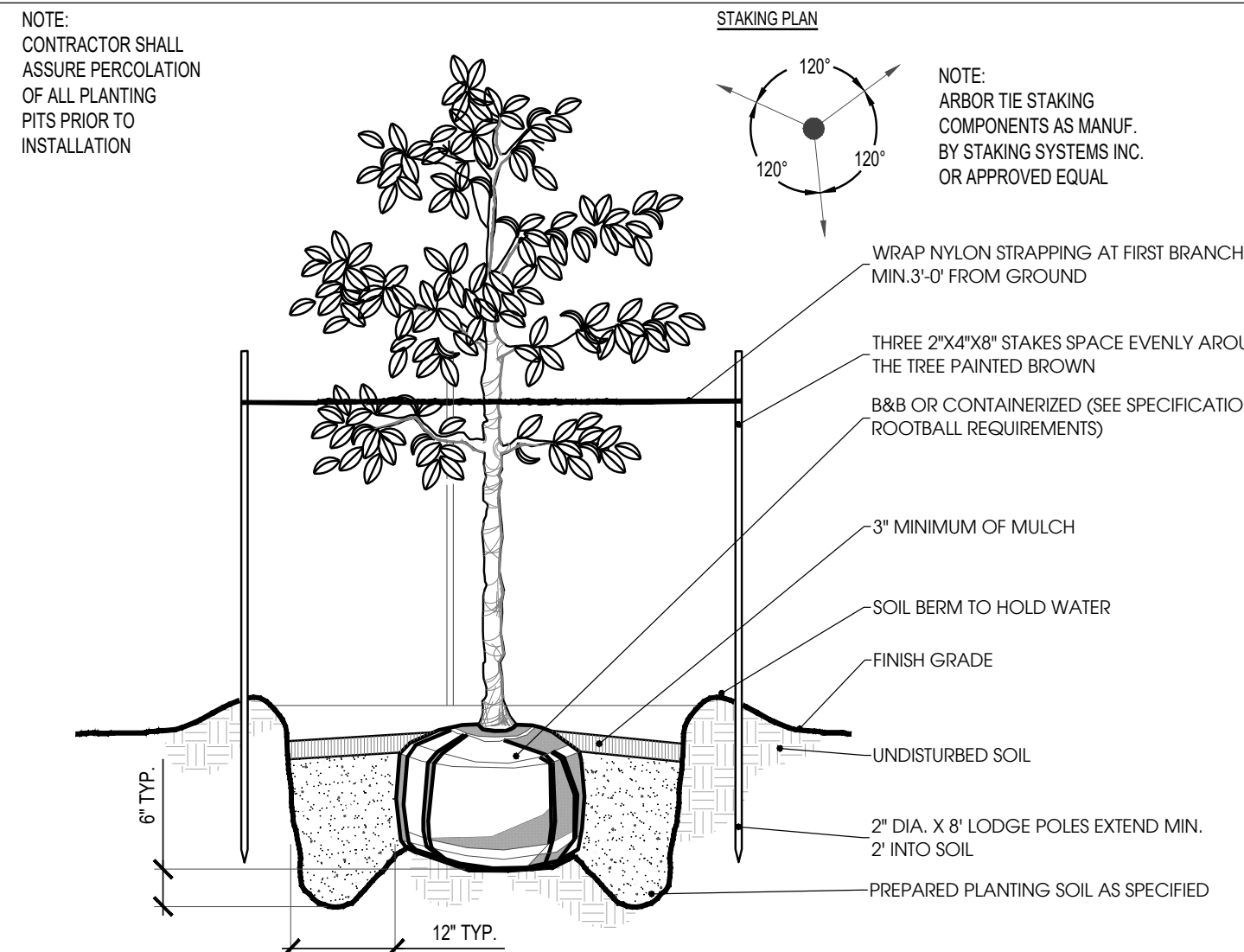
7 Curbed Island Plantings

Scale: N.T.S.



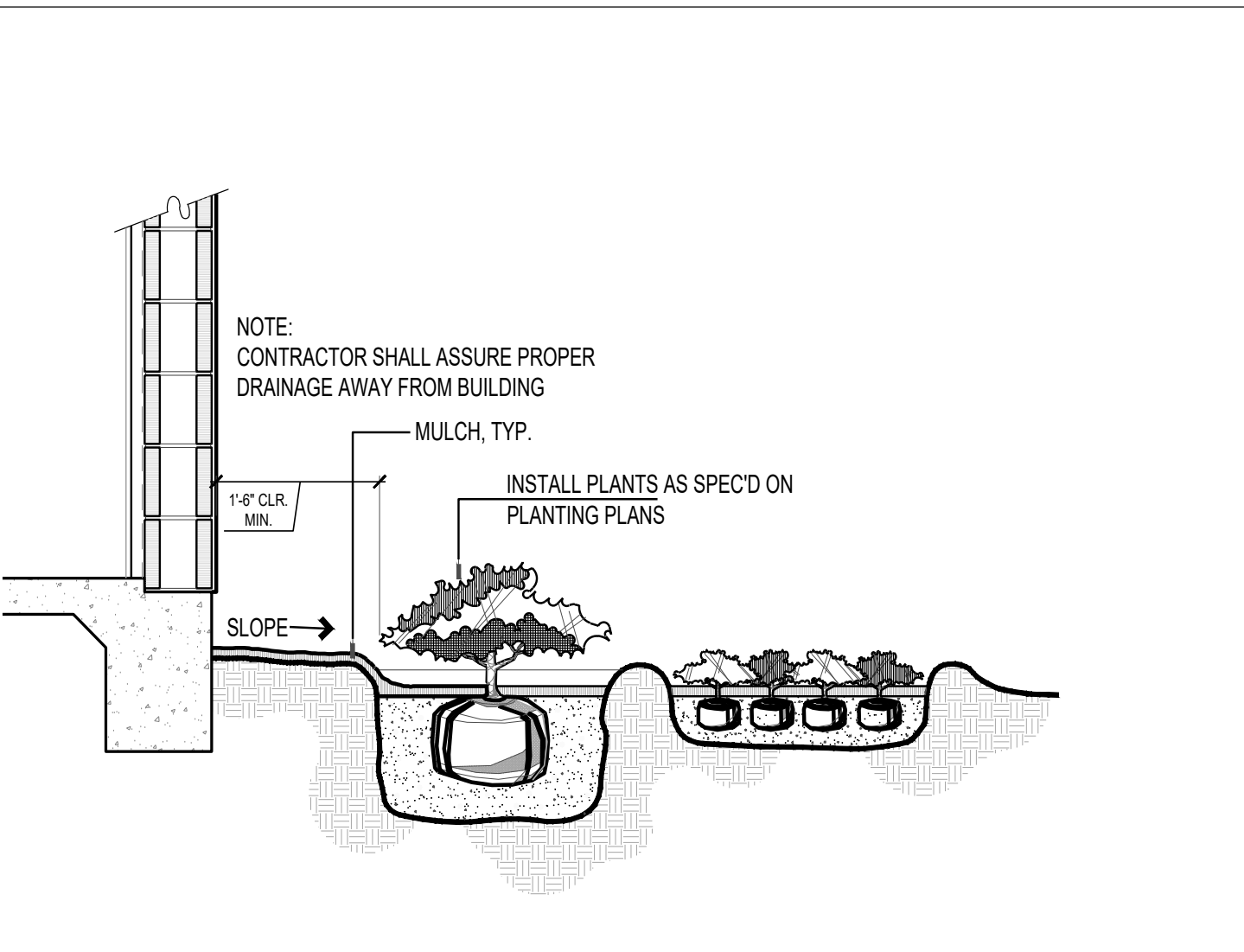
2 Sabal Palm Planting

Scale: N.T.S.



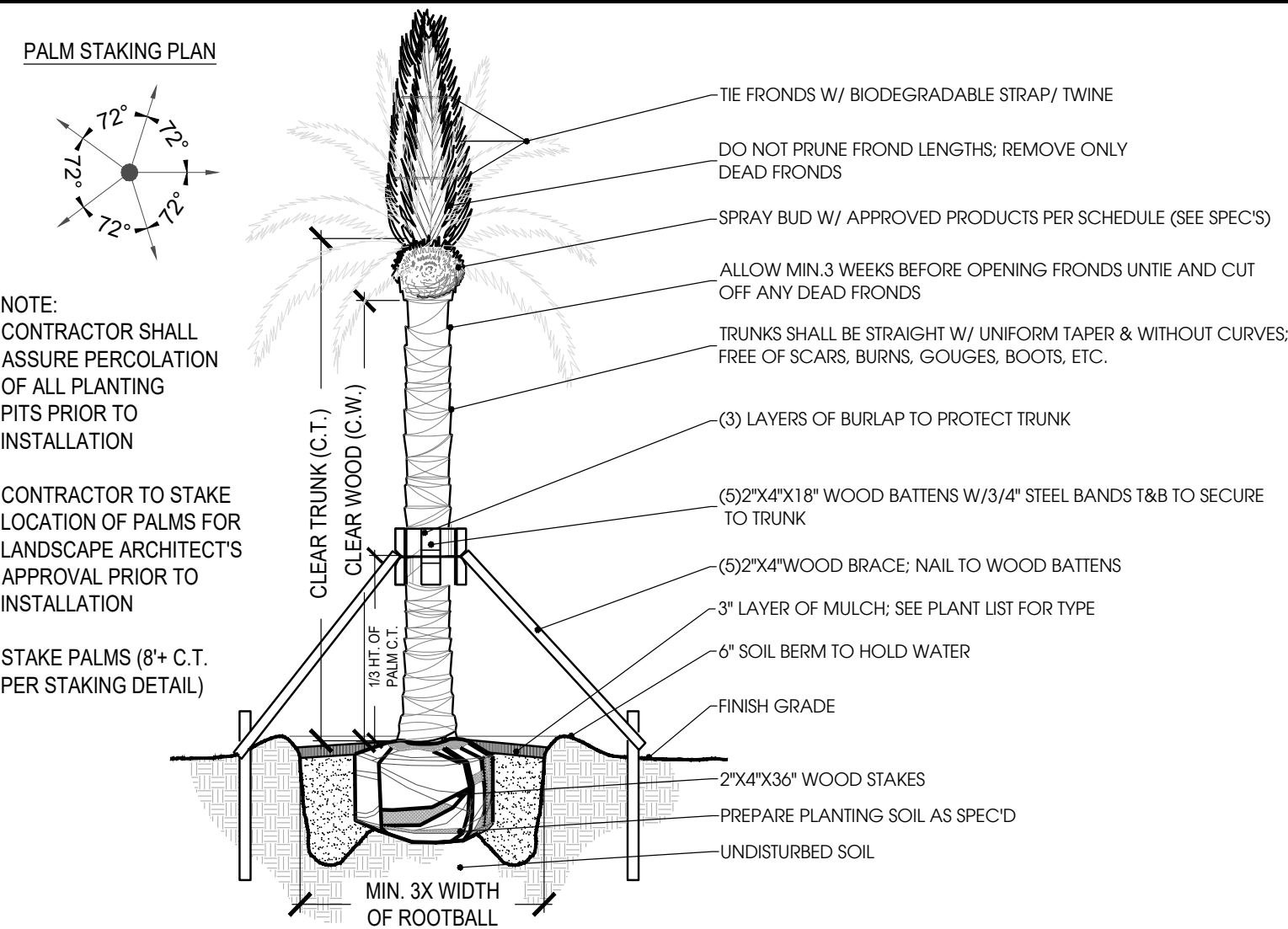
5 Tree Planting (15-45 Gal.)

Scale: N.T.S.



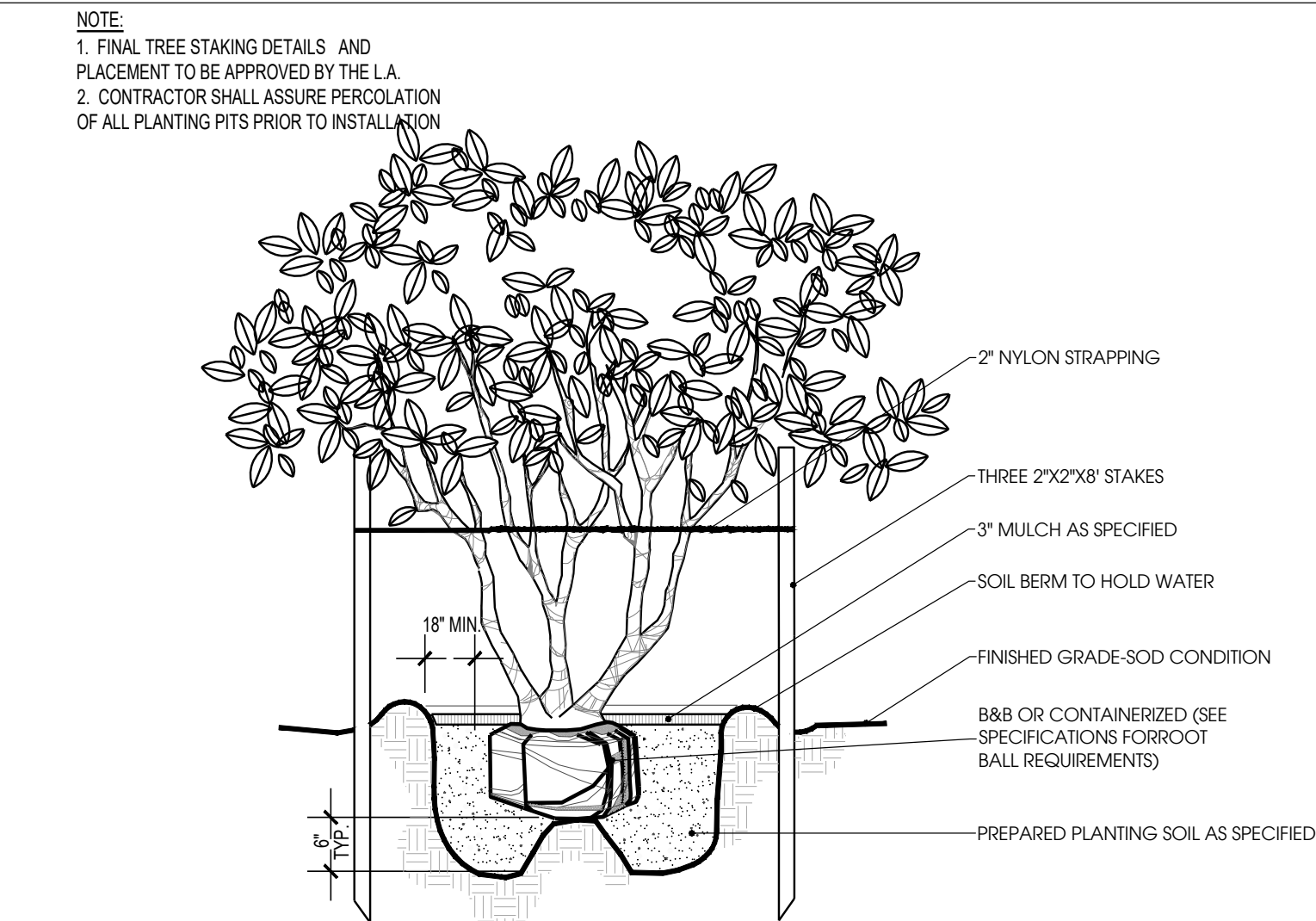
8 Foundation Planting

Scale: N.T.S.



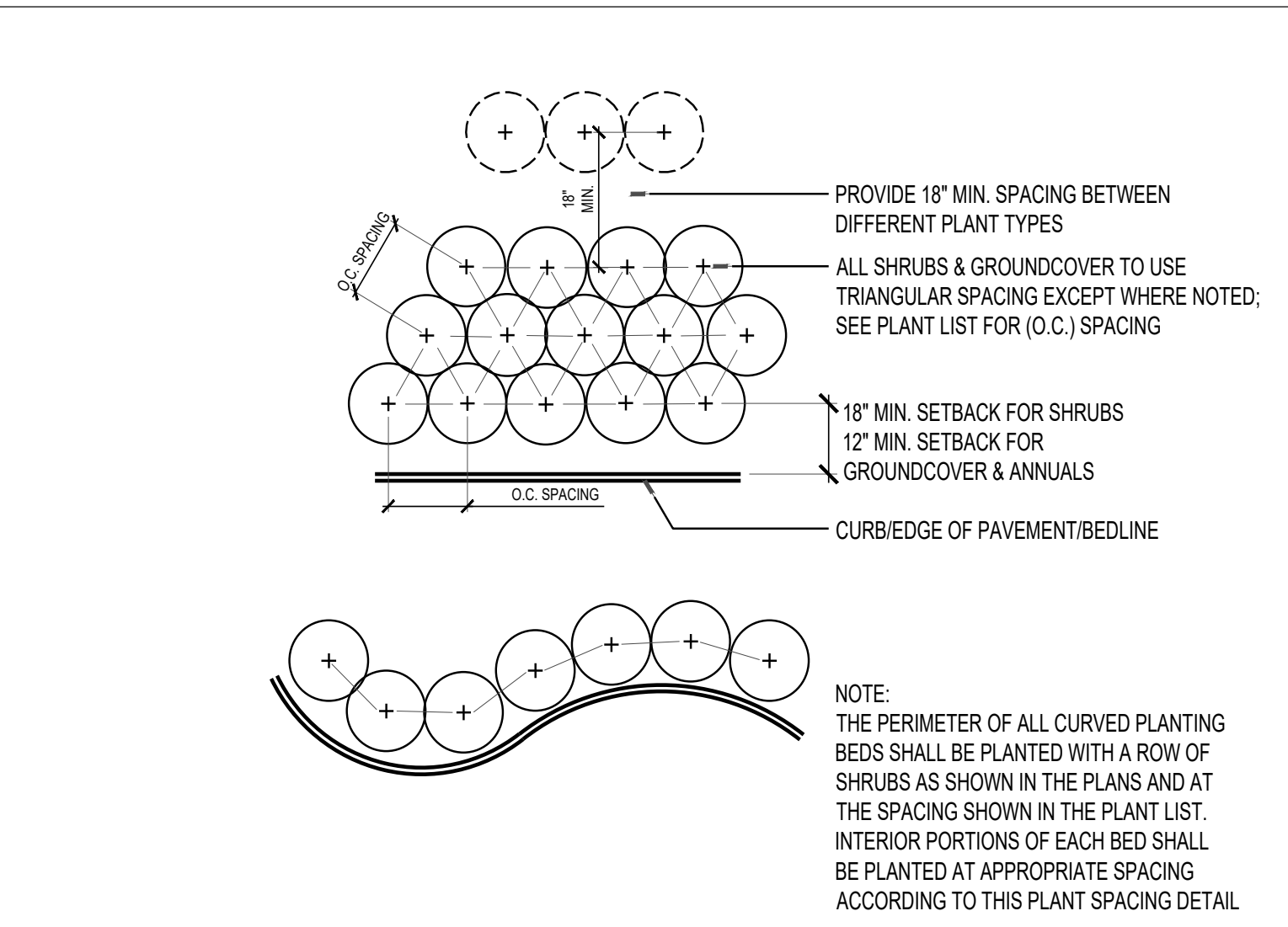
3 Phoenix Palm Planting

Scale: N.T.S.



6 Multi-Trunk Tree Planting

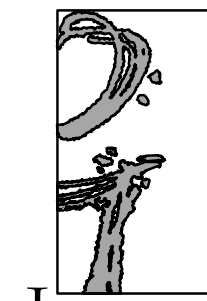
Scale: N.T.S.



9 Shrub and Groundcover Spacing

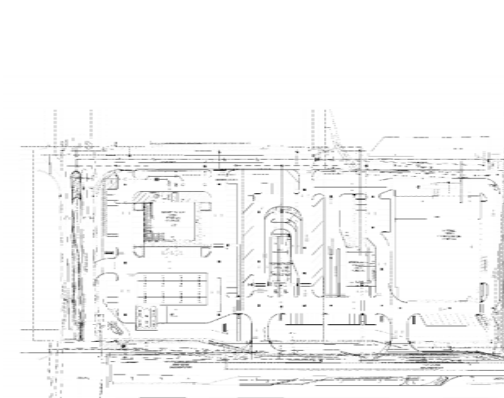
Scale: N.T.S.

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Key Map:



Owner:

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LANDSCAPE DETAILS

Rev:	Date:	Description:	By:

Date: 06.02.2021	Scale: SEE PLAN
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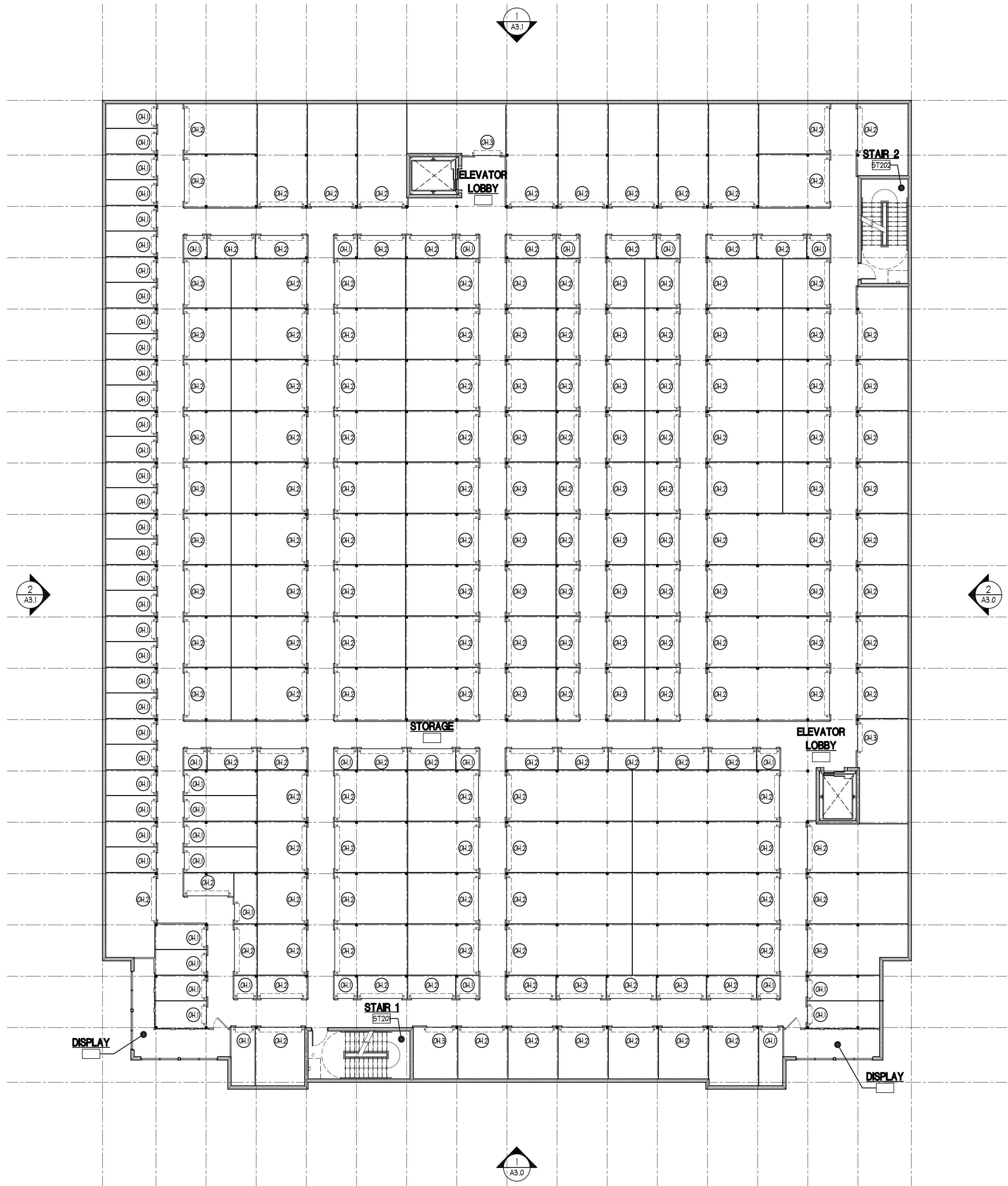
LT-03



NORTH

A circular graphic with a stylized arrow pointing upwards, indicating North.

A1.0



1 SECOND FLOOR PLAN
SCALE: 3/32" = 1'-0"



FOR THE PURPOSES OF THE SITE PLAN SUBMITTAL, THE PROPOSED THIRD AND FOURTH FLOOR PLANS WILL BE IDENTICAL TO THE SECOND FLOOR PLAN PROVIDED ON THIS SHEET

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Architects

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Holiday, Florida 34690
Ph. 727. 815. 3336
FABER@FWHARCHITECTS.COM

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COMPANY

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SPECIFICATIONS COMPLY WITH THE
APPLICABLE MINIMUM BUILDING
CODES AND THE APPLICABLE
MINIMUM FIRE SAFETY STANDARDS

GUY F. FABER
FL License No. AR0015323
seal

revision descriptions	
no.	date

SELF-STORAGE FACILITY
4-STORY

SENECA TOWN CENTER
3195 WEST HALLANDALE BLVD.
PEMBROKE PARK, FL 33009

08.18.2021
date

21042A
contract no.

SECOND FLOOR
PLAN

A1.1



SELF-STORAGE FACILITY
4-STORY

SENECA TOWN CENTER
3195 WEST HALLANDALE BLVD.
PEMBROKE PARK, FL 33009

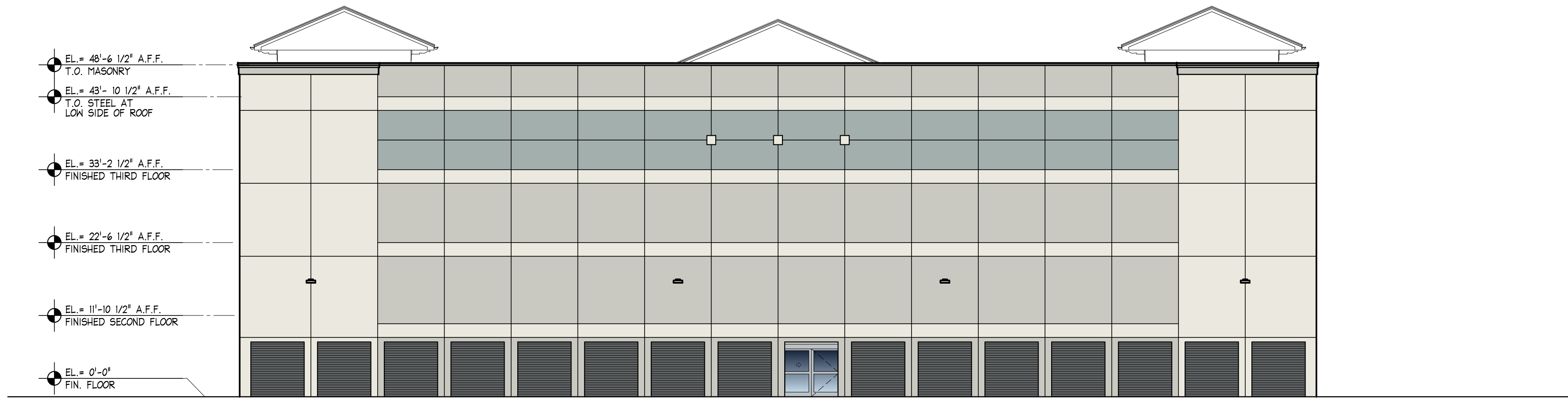
EXTERIOR
ELEVATIONS

A3.0

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ENGINEERS, SAID PLANS AND
SPECIFICATIONS COMPLY WITH THE
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MINIMUM FIRE SAFETY STANDARDS

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seal

[illegible]



1 NORTH ELEVATION

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



2 WEST ELEVATION

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

EXTERIOR FINISH SCHEDULE

CEMENT PLASTER / EIFS FINISHES (ACRYLIC EIFS FINISH WITH INTEGRAL COLOR AND TEXTURE)			
TAG	MANUFACTURER	COLOR	DESCRIPTION
(EF-1)	DRYVIT	MATCH BM AC-40 'GLACIER WHITE'	CUSTOM DRYVIT STRATOTONE COLOR
(EF-2)	DRYVIT	MATCH BM HC-170 'STONINGTON GRAY'	CUSTOM DRYVIT STRATOTONE COLOR
(EF-3)	DRYVIT	MATCH BM AC-16 'KENTUCKY HAZE'	CUSTOM DRYVIT STRATOTONE COLOR
PAINT FINISHES			
(PT-1)	BENJ. MOORE	BM 2125-20	BAHAMIA SHUTTERS
(PT-2)	BENJ. MOORE	BM HC-170	MAN DOORS
METAL TRIM, METAL ROOF, RAILING, COPING, CANOPY, DS, SCUPPERS AND GUTTER			
(MTL-1)	PAC-CLAD	'CHARCOAL'	KYNAR 500
(MTL-2)	PAC-CLAD	'CLEAR ANODIZED'	KYNAR 500; TYP AT LIGHT FIXTURES AND SELECT COPING
ALUMINUM STOREFRONT			
(SF-1)	YKK	CLEAR ANODIZED	
CEMENTITIOUS SIDING			
(WD-1)	HARDIE BOARD	MATCH BM 2018-60	SIDING
(WD-2)	HARDIE BOARD	MATCH BM AC-40	TRIM
(WD-3)	HARDIE BOARD	MATCH BM AC-16	ACCENT VENT



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FABERFWHARCHITECTS.COM



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revision descriptions	
no.	date

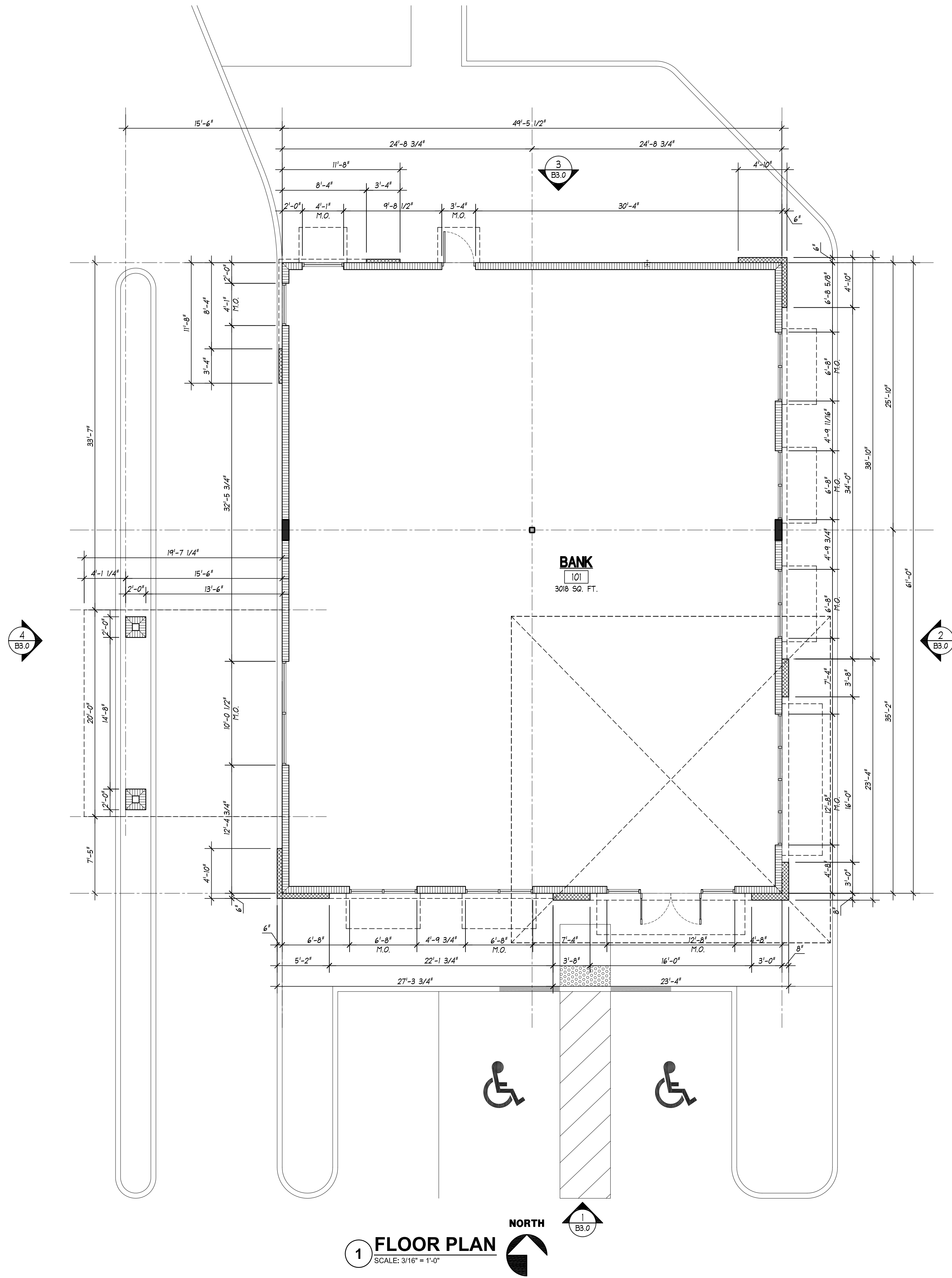
SELF-STORAGE FACILITY
4-STORY
SENECA TOWN CENTER
3195 WEST HALLANDALE BLVD.
PEMBROKE PARK, FL 33009

08.18.2021
date

21042A
comm. no.

EXTERIOR
ELEVATIONS

A3.1



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CODES AND THE APPLICABLE
MINIMUM FIRE SAFETY STANDARDS

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no.	date	revision descriptions

BANK / MEDICAL OFFICE
BUILDING

SENECA TOWN CENTER
3195 WEST HALLANDALE BLVD.
PEMBROKE PARK, FL 33009

08.18.21
date

21042B
drawing no.

FLOOR PLAN

B1.0



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OF THE ARCHITECTS AND
ENGINEERS, SAID PLANS AND
SPECIFICATIONS COMPLY WITH THE
APPLICABLE MINIMUM BUILDING
CODES AND THE APPLICABLE
MINIMUM FIRE SAFETY STANDARDS

GUY F. FABER
FL License No. AR0015323
seal

BANK / MEDICAL OFFICE
BUILDING

SENECA TOWN CENTER
3195 WEST HALLANDALE BLVD.
PEMBROKE PARK, FL 33009

06.09.21
date

21042B
comm. no.

EXTERIOR
ELEVATIONS

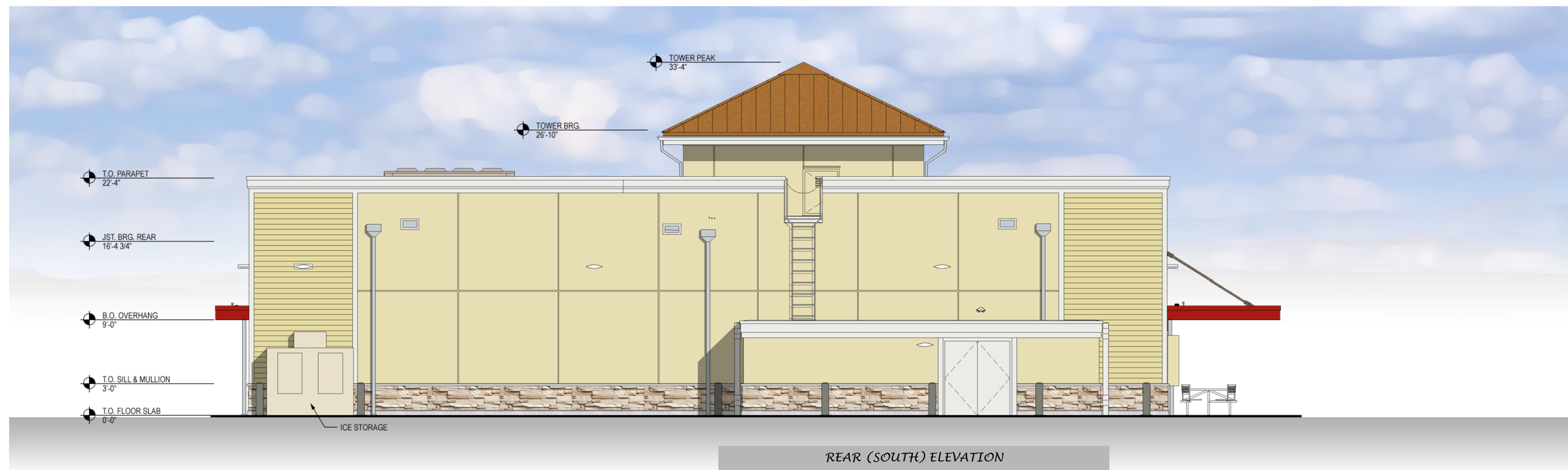
B3.0



RIGHT (EAST) ELEVATION



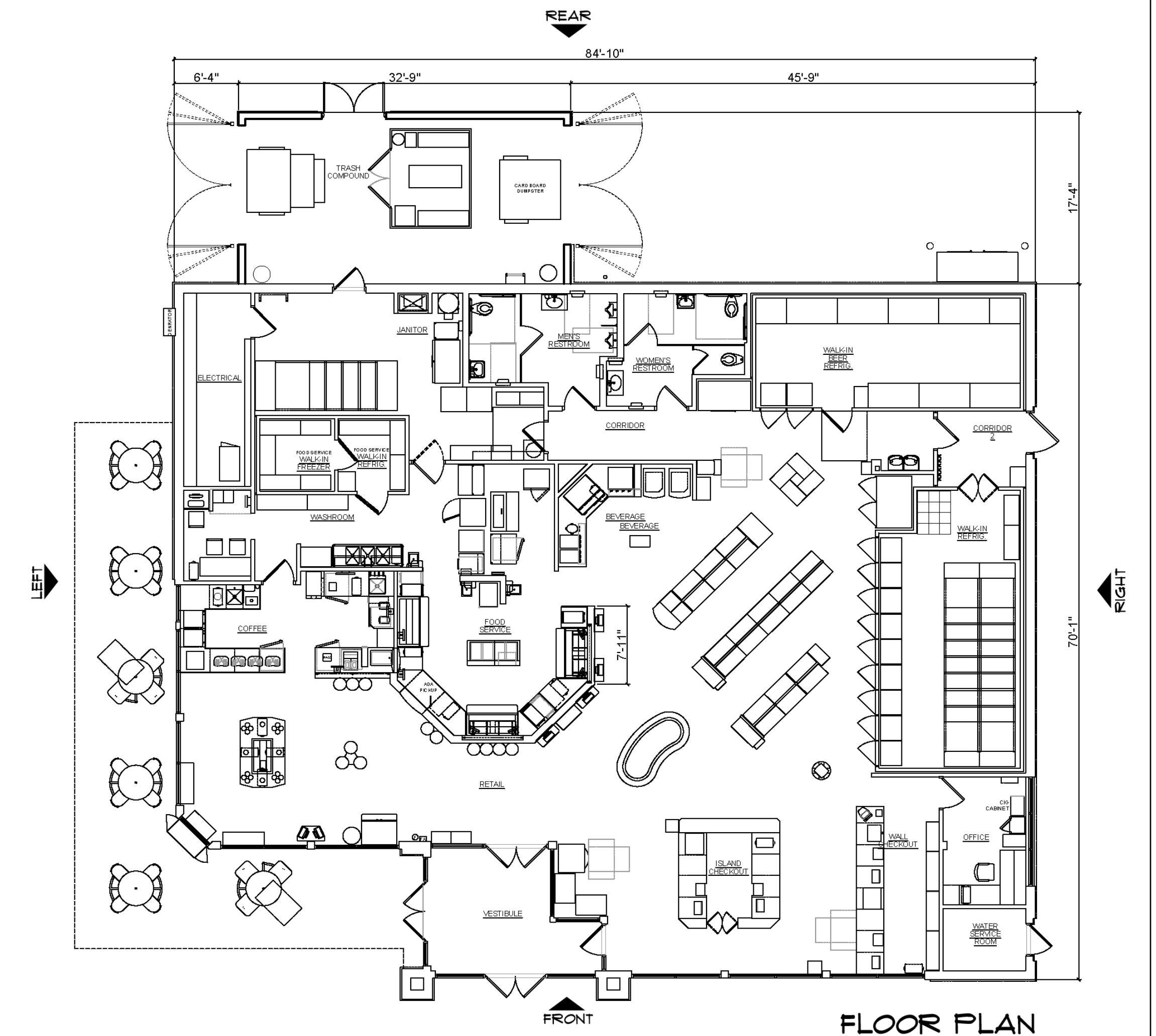
FRONT (NORTH) ELEVATION



REAR (SOUTH) ELEVATION



LEFT (WEST) ELEVATION



FLOOR PLAN

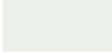
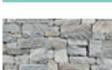
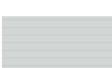
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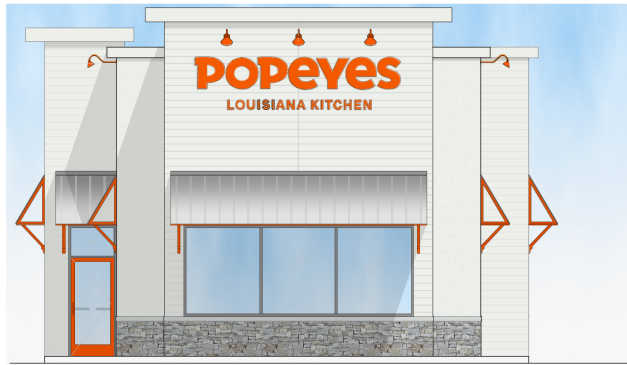
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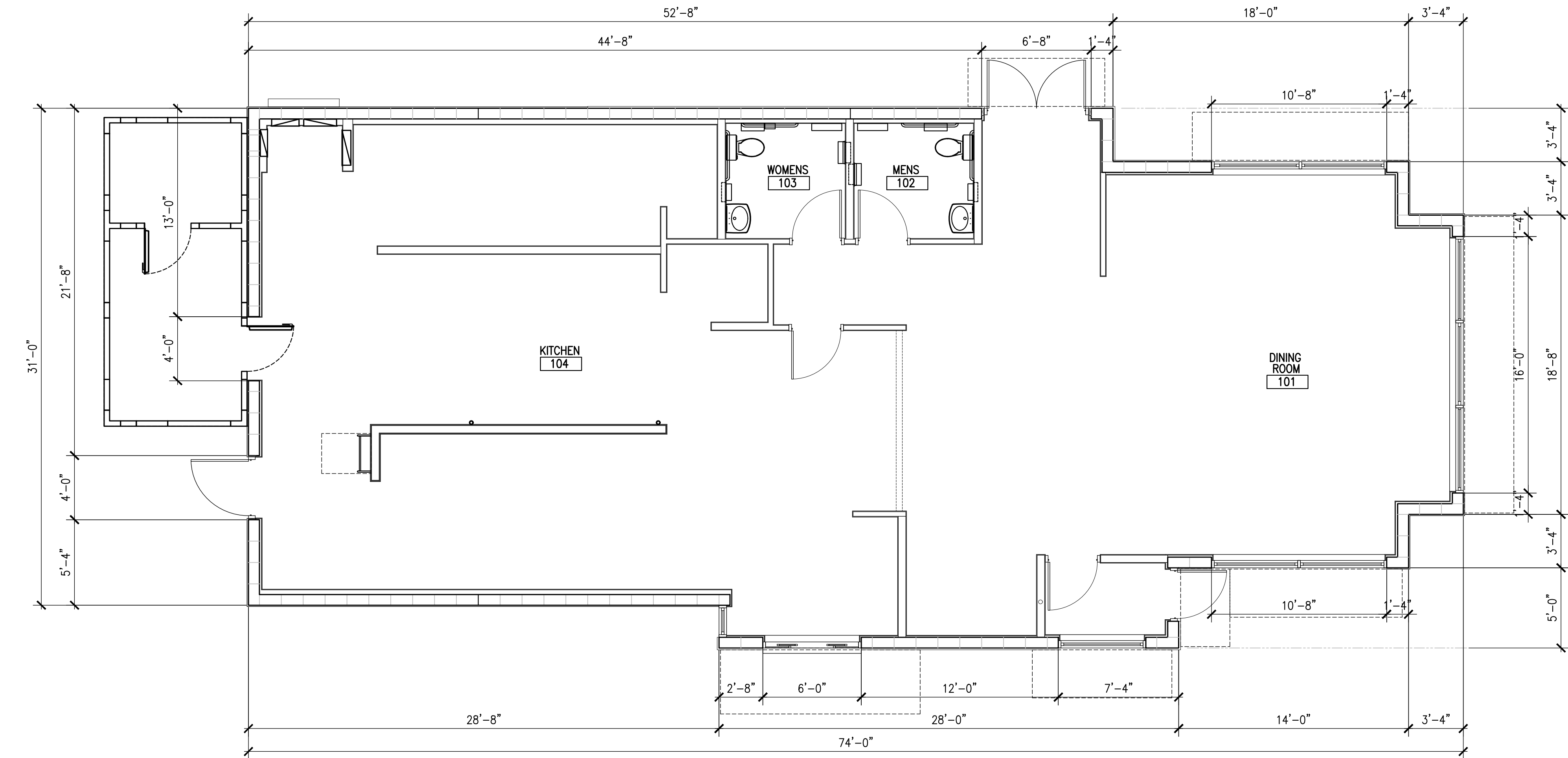


	FIELD COLOR MOONLIGHT WHITE BM# OC-125
	SECONDARY COLOR STONINGTON GREY BM# HC-170
	ACCENT ORANGE RAL 2003
	SHUTTER OCEANIC TEAL BM# 669
	STACKED STONE KEY WEST STONE NATURAL STONE VENEERS (OR SIMILAR)
	PLANK LAP SIDING HARDIE PLANK (OR SIMILAR)



POPEYES

PLK1846 - NOLA MAKERS EXTERIOR FINISH PACKAGE - PEMBROKE PARK, FL



1 FLOOR PLAN
Scale: 1/4"=1'-0"

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PROJECT NAME
POPEYES
PLK 1930-28-DL SAILORMEN
3195 WHALANDALE BEACH BLVD.
PENSACOLA PARK, FL 33203



CLIENT NAME
FERBER CONSTRUCTION MANAGEMENT, LLC
2655 NORTH OCEAN DR.
SINGER ISLAND, FL 33404

ARCHITECT/ENGINEER
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SEAL
**FOR REVIEW
NOT FOR
CONSTRUCTION**

HAROLD DANIEL HUITTER III
FL. REG. AR88913

RELEASE	DATE
1	
2	
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PROJECT NO.
2021-079

ISSUE DATE
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GM

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GM

SHEET NO.
A1
FLOOR PLAN

SHEET TITLE
FLOOR PLAN



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

TRAFFIC IMPACT STUDY

PREPARED FOR:
FERBER CONSTRUCTION MANAGEMENT LLC

Prepared by:

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

Revised September 21, 2021
May 31, 2021

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1. INTRODUCTION

JFO Group Inc. has been retained to prepare a traffic impact analysis according to the traffic study requirements included in the Town of Pembroke Park Site Plan Submission Requirements revised 2/2021. The subject property contains ± 6.22 acres zoned B-1 Business District, located at the northeast corner of Hallandale Beach Boulevard and Seneca Boulevard (SW 32nd Avenue) in the Town of Pembroke Park, within the Southeast Broward Concurrency District. Figure 1 shows an aerial view of the project location in relation to the transportation network. Property ID associated with the subject site is 5142-20-17-0073. Exhibit 1 includes a copy of the property appraiser records for the site.

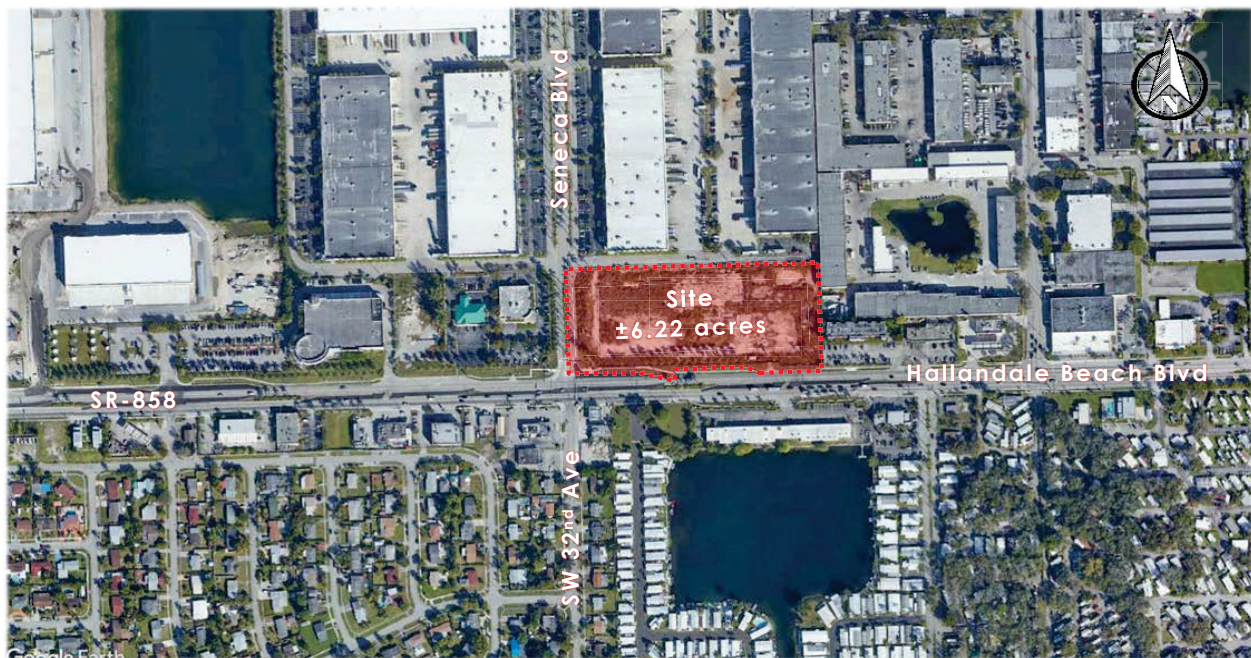


Figure 1: Project Location

The subject site is part of Parcel B of the Seneca Plat and was originally part of the Seneca Industrial Park Master Plan. The current plat note restricts Parcel B to 160,000 square feet of commercial uses. The three properties to the west are also part of Seneca Plat Parcel B, and two of the three properties are developed with a total of 15,024 square feet of existing commercial building use.

Exhibit 2 includes a copy of the Seneca Plat while Exhibit 3 includes a copy of the latest survey for the site. Exhibit 4 includes a copy of the previously approved site plan for the site which was permitted for the construction of a mixed-use shopping center consisting of a grocery store, several retail/restaurant bays, and a daycare/learning center with a rooftop parking area and surface parking lots. The proposed plan will generate less trips than the trips currently vested for the plat.

The Seneca Town Center project is proposing a gas station consisting of a 5,636 SF C-Store with 16 FPs, a 2,122 SF Fast Food Restaurant with Drive-Through, a 3,018 SF Drive-in Bank/Medical Office/Retail building, and a 121,900 SF Self Storage. Exhibit 5 includes a copy of a preliminary site plan for the project. Project build-out is expected in the year 2025.

Proposed site plan included as Exhibit 5 shows all streets bordering the proposed project, showing existing and proposed pavement markings, signing, median openings, channelization, signalization and other pertinent traffic control features that would materially affect the level of service, safety, and geometric integrity of ingress/egress arrangements to the property. Driveways as proposed have been reviewed, conceptually approved by F-DOT, and currently being reviewed by F-DOT for permitting.

2. TRIP GENERATION

Trip generation rates and equations were based on the 10th Edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. Table 1 includes the trip generation rates and equations used for Daily, AM and PM peak hour, while Table 2 includes the trip generation for the development remaining per the plat note.

Table 1: Trip Generation Rates

Land Use	ITE Code	Daily	Pass By	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Gen. Commercial	820	$\ln(T)=0.68$ $\ln(X)+5.57$	34%	62%	38%	$T = 0.50(X)$ $+ 151.78$	48%	52%	$\ln(T)=0.74$ $\ln(X)+2.89$
Gas Station	F-DOT	14.3*PM Trips	77%	50%	50%	$12.3*FP$ $+15.5*(X)$	50%	50%	$12.3*FP$ $+15.5*(X)$
Fast Food Restaurant + DT	934	470.95	50%	51%	49%	40.19	52%	48%	32.67
Drive-In Bank	912	100.03	35%	58%	42%	9.50	50%	50%	20.45
Medical Office	720	34.80	0%	78%	22%	2.78	28%	72%	3.46
Gen. Commercial	820	37.75	34%	62%	38%	0.94	48%	52%	3.81
Mini-Warehouse	151	1.51	0%	60%	40%	0.10	47%	53%	0.17

Tables 3 to 5 include trip generations for the three (3) proposed scenarios. Tables 6 (External Trips) and Table 7 (Net Trips) summarized the results of the proposed scenarios. According to Table 7, the maximum net Daily, AM and PM peak hour trips potentially generated due to the planned development are 1,744, 136 (70 In/66 Out), 155 (78 In/77 Out) trips respectively. Exhibit 6 includes internal capture analyses for all proposed scenarios.

Table 2: Plat Trip Generation

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Gen. Commercial	144,976 SF ¹	7,739	136	84	220	343	372	715
Pass-By	34%	2,631	46	29	75	117	126	243
Net Plat Traffic		5,108	90	55	145	226	246	472

¹ =160,000 SF -15,024 SF

Table 3: Trip Generation - Bank

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

Table 4: Trip Generation – Medical Office

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

Table 5: Trip Generation - Retail

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

Table 6: External Traffic Summary

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

Table 7: Net Traffic Summary

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

3. TRAFFIC ASSIGNMENT

Trip distribution and assignment incorporates the characteristics of the proposed development as well as the surrounding network configuration. Figure 2 includes the proposed traffic assignment distribution for the Seneca Town Center project.

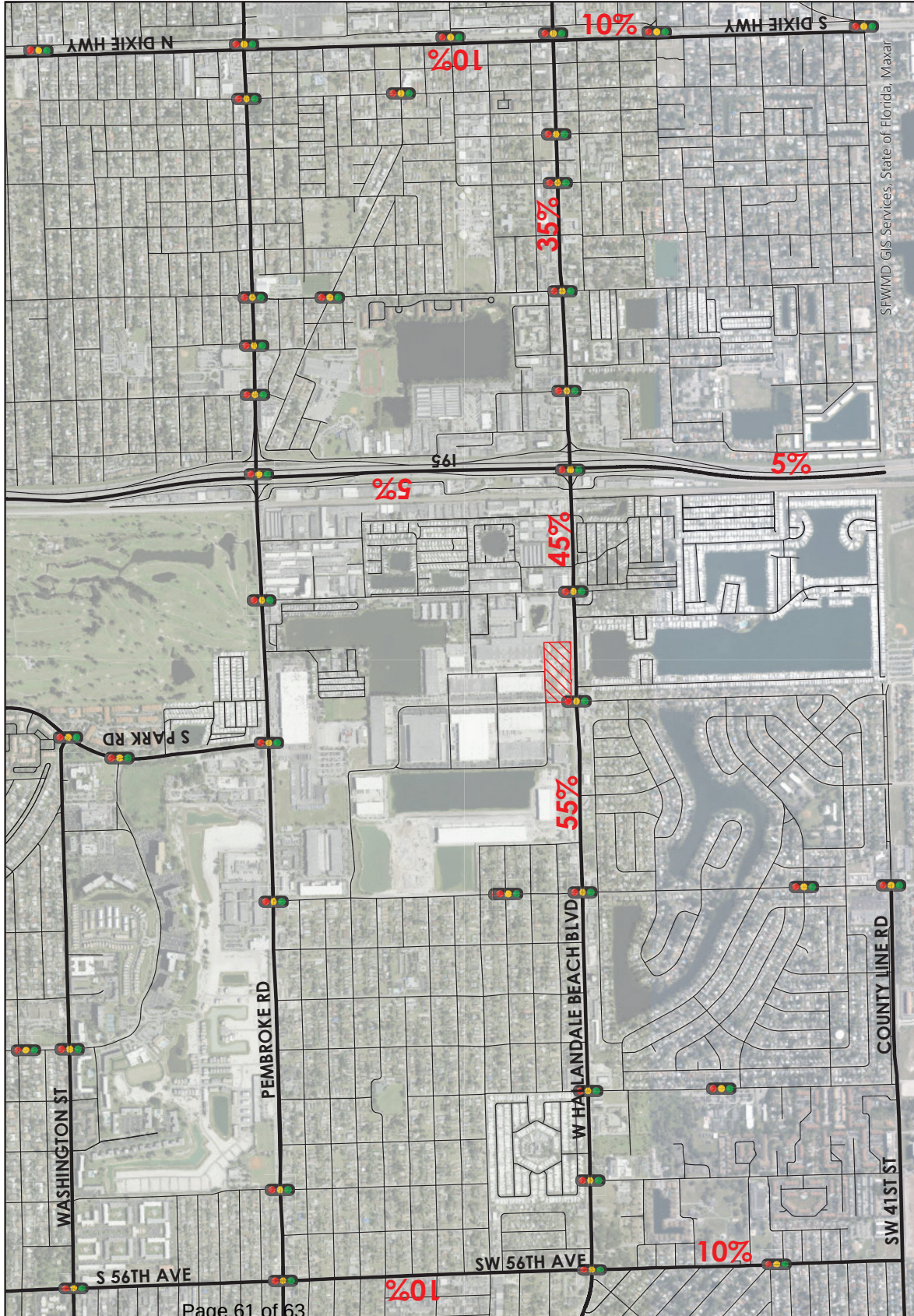
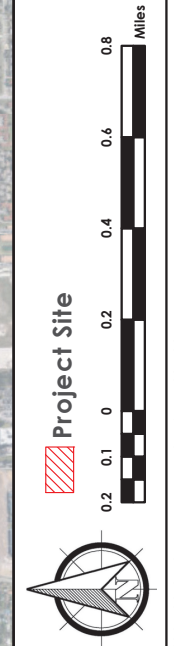


Figure 2:
Seneca Pembroke Park
Traffic Assignment



4. INTERSECTION OPERATIONAL ANALYSES

The project will have a direct impact to the signalized intersection of Hallandale Beach Boulevard and Seneca Boulevard (SW 32nd Avenue). In addition, the proposed project will be anticipated to impact the existing eastbound U-turn just east of Seneca Blvd. Therefore, operational analysis at these two (2) intersections were submitted to F-DOT for review in order to obtain a conceptual approval for the proposed driveways and for the use of the Hallandale Beach Boulevard and Seneca Boulevard (SW 32nd Avenue) intersection. Exhibit 7 includes the operational analyses submitted to F-DOT while Exhibit 8 summarizes the results of the analyses. Exhibit 9 includes a copy of the conceptual approval from F-DOT.

Analyses submitted to F-DOT included a 5,636 SF Convenience Store and 16 Fueling Positions, a 21,725 SF Grocery Store, and a 4,992 SF Fast Food Restaurant with Drive-Through which generate more traffic than the proposed traffic under the current proposed site plan. Exhibit 10 includes detailed Synchro 11 and HCS 7.9.5 analyses for the proposed site plan while Table 8 summarizes the results.

Table 8: Synchro 11 Analysis Summary

Hallandale Beach Blvd & Proposed Project Access Eastbound Left ±600 Feet East of Seneca Blvd	AM		PM	
95 th percentile Back of Queue (Q), (Vehicles) ^{1,2}	0.3		0.8	
95 th percentile Back of Queue (Q), ft/ln ^{1,2}	7.5		20.0	
Approach Level of Service ^{1,2}	NB (C) / SB (B)		NB (B) / SB (D)	
Existing Left/U-Turn (feet)	230 = 180 (Storage) + 50(taper)			
Hallandale Beach Blvd & Seneca Blvd	AM		PM	
	EBL	WBL	EBL	WBL
95 th percentile Back of Queue (Q), (Vehicles) ²	2.1	2.0	1.9	5.2
95 th percentile Back of Queue (Q), ft/ln ²	53.8	51.4	48.3	131.5
Intersection Level of Service ²	A		B	
Existing EBL/U-Turn (feet)	300 = 235 (Storage) + 65(taper)			
Existing WBL/U-Turn (feet)	240 = 190 (Storage) + 50(taper)			

¹ Synchro 11 HCM 6th

² HCS 7.9.5

As shown in the HCS analyses summarized in Table 8, existing eastbound and westbound left turn lanes anticipated to be used by project traffic will be able to accommodate existing and future traffic.

5. LINK ANALYSES

Link analysis using the Broward County Roadway and Capacity and Level of Service Analysis from the Broward MPO (2019/2040) was prepared for the following road segments:

- SW 56 Ave, between Dade County Line Road and Pembroke Park Road;
- I-95, between Dade County Line Road and Pembroke Park Road;
- Dixie Hwy/ 21 Ave, between Dade County Line Road and Pembroke Park Road; and
- Hallandale Beach Boulevard, between SR-7 and US-1.

Exhibit 11 includes an excerpt from the Broward County Roadway Capacity and Level of Service Analysis 2019 & 2040 report including all links within the study area. Table 9 summarizes 2019 and 2040 analysis for Peak Hour and Daily conditions.

As shown in Table 9, Hallandale Beach Boulevard, between SW 56th Avenue and I-95 will be the roadway link most impacted by the proposed project where this link will meet the adopted level of service during both Peak Hour and Daily Conditions in 2019 and 2040. In addition, SW 56th Avenue within the Town of Pembroke Park will also meet the adopted level of service during both Peak Hour and Daily Conditions in 2019 and 2040. Furthermore, project is not causing any roadway failures in any of the links included in this analysis.

AGENDA ITEM REPORT



To: Town Commission
Subject: Parking Reduction for a self-storage facility / 3195 West Hallandale Beach Boulevard / Seneca Town Center
Meeting: 12 15 2021 SPECIAL COMMISSION MEETING - Dec 15 2021
Department:
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

COMPANION ITEMS TO BE CONSIDERED BY THE TOWN COMMISSION

- Amend the permitted and special permit uses for Parcel B of the Seneca Plat (21-RZ-01)
- Site Development Plan for a gasoline station, fast food restaurant, bank/medical office/retail and self-storage facility (21-SP-05)

PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board reviewed the parking reduction request at its October 21, 2021 meeting. The Planning and Zoning Board recommends approval with conditions of the parking reduction.

PROJECT BACKGROUND

The proposed project is the development of approximately 6.22 acres of commercial uses including a gasoline station, fast-food restaurant, drive-in bank/medical office/retail, and self-storage.

PROJECT ANALYSIS

The applicant is proposing a 121,900 square foot self-storage facility. The site is located in the B-1 Zoning district, however, uses within Parcel B are governed by Ordinance 03-06-03. The Town's Code of Ordinances does not have specific parking regulations for this type of use. Historically, the Town has used the "industrial use" parking requirement of 1 parking space per 600 square feet of building area.

Required Parking
(1 per 600)

203 Parking Spaces

Proposed Parking
(1 per 6,095)

20 Parking Spaces

There are four other self-storage facilities within the Town. Two facilities are single-story and mostly exterior access to storage bays. Two newer facilities are multi-story and have primarily interior access to storage bays. The two newer facilities were granted parking reductions.

Self-Storage Facility	Square Footage	Parking Provided
2801 John Lyons Lane	122,275	14
1781 S Park Rd	114,000	23
Proposed 3195 West Hallandale Beach Blvd	121,900	20

The proposed self-storage facility is part of a larger development. All other uses within the development exceed the required parking.

The applicant provided a parking study prepared by a licensed engineer for this use. The study includes the parking demand calculation based on the Parking Generation Manual from the Institute of Transportation Engineers (ITE). This is the accepted industry guidelines. According to the Parking Generation Manual the standard for self-storage facilities parking is 1.36 parking spaces for each 100 storage units. Based on this calculation, the proposed project would require 12 parking spaces. The applicant is proposing 20.

Additionally, a review of neighboring municipalities was conducted. The results vary.

Municipality	Self-Storage Parking Requirement	Hypothetical Proposed Project Required Parking
Pembroke Park	1 per 600 square feet	203
Hollywood	1 per 10,000 square feet	13
Miramar	1 per 2,000 square feet	61
Hallandale Beach	1 per 1,500 square feet plus 1 per employee on the largest shift	81+
West Park	1 per 200 storage units / 2 for office and manager's quarters	7

Based on the above analysis, the building layout and the overall use of the site, Staff believes that 20 parking spaces is sufficient.

RECOMMENDATION

Staff recommends approval of the Parking Reduction with the following conditions:

1. This approval is granted contingent on approval of an amendment to Ordinance 03-06-03 to allow a self-storage facility within Parcel B of the Seneca Plat.
2. This approval is granted contingent on approval of the Site Development Plan dated September 23, 2021 for a proposed self-storage facility and the parking reduction only applies to self-storage use.
3. The lease or use of parking spaces for the storage of vehicles, trailers, materials or the renting of vehicles shall be prohibited in its entirety.
4. The parking reduction order shall act as a restrictive covenant running with the land and be binding on any successors in interest or assigns of the property owner. The parking reduction order shall be recorded in the public records of Broward County, Florida at the applicant's expense

RECOMMENDATION:

Approve with conditions a Parking Reduction for a self-storage facility at 3195 West Hallandale Beach Boulevard.

ATTACHMENTS:

[2021-09-22 - Parking Reduction Request Letter](#)
[Parking Reduction Study](#)

Brian S. Adler

Tel 305-350-2351

Fax 305-351-2206

badler@bilzin.com

September 22, 2021

VIA ELECTRONIC MAIL

townplanner@tppfl.gov

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

Re: 3195 W. Hallandale Beach Boulevard, Pembroke Park, FL 33023
Property ID No.: 5142 20 17 0073 (the "Property")
Request for Parking Reduction for Site plan 21-SP-05
Pursuant to Town Code Section 28-301.2

Dear Ms. Siegel:

Please consider this our request on behalf of the applicant, Southeast Investments, Inc., an affiliate of our client, Ferber Construction Management LLC, for approval of a parking reduction pursuant to Town of Pembroke Park Code ("Town Code") Section 28-301.2 in connection with the proposed development of the Property.

As evidenced by the site plan, our client is proposing to develop the Property with multiple uses, including a convenience store and self-service gas station, a fast-food restaurant, a bank or retail building, and a self-storage facility. Because the Town Code does not have a separate parking requirement for self-storage facilities, a self-storage facility is treated similar to industrial uses which are required to provide one parking per 600 square feet of gross floor area. Based on the standard criteria set forth in the code, the proposed 121,900 square foot self-storage facility would require 203 parking spaces.

As we have represented to the Town, self-storage facilities generally require a fraction of the parking requirements of a standard commercial or industrial use because

the use generally consists of large storage units with one of the lowest trip-generation rates of any use.

The Town Code, in recognition that the “one-size fits all” parking requirements may not apply to every use, through Section 28-301.2, provides a mechanism for the Town to evaluate parking on a case-by-case basis where the parking needs for a specific use or development are anticipated to be less than provided for in the Code.

The Town has specifically recognized the justification for reducing the required parking spaces for self-storage facilities. In staff's report for 16-284 submitted in connection with the proposed self-storage facility for Wheat Capital Management at 2801 John P. Lyons Lane, staff recommended a reduction of one parking space per 600 square feet to 1 parking space for each 8,734 square feet of net floor area, resulting in a total of 14 parking spaces for a 122,275 square foot gross building. In its review, staff recognized that non-labor intensive uses such as self-storage facilities “led to a great deal of unused parking,” and that cities often allow parking for such uses to be based on professional engineer studies supporting reduced parking utilizing the anticipated generated traffic and parking requirements based on information from the Institute of Transportation Engineers (“ITE”) Manual. Staff approved the requested reduced parking of 14 spaces for a 122,275 square foot facility. The proposed self-storage facility for Seneca Town Center is slightly smaller at 121,900+/- square feet, and is proposing 20 parking spaces, more than 40% additional parking for roughly the same size use.

A review of codes in various other jurisdictions such as Hollywood, Oakland Park, Doral, Miami and Miami-Dade County would require between 12 and 15 parking spaces for a similar sized use.

In connection with the submittal requirements set forth under Section 28-301.2, a site development plan is being simultaneously process with this request, and includes the required location map, site plan, etc. Additionally, in further support of the request, the Off Street Parking Reduction study, prepared by JFO Group Inc., is attached. The study, utilizing the ITE Parking Generation Manual, illustrates the parking demand for such a facility is 12 parking spaces. The study supports the requested reduction in parking of 20 spaces as exceeding the anticipated need, and noting that the reduction will not be detrimental to the public welfare, injurious to property or improvements in the surrounding area or neighborhood.

Further, the proposed operator of the self-storage facility is a national user with over 2,000 locations across the country, from urban to suburban areas. Based on typical usage, the operator anticipates needing between eight and ten spaces. Additionally, the modernization of the rental process now has most rentals and associated payments

Heidi Siegel, AICP, Town Planner
September 22, 2021
Page 3

conducted online through a contactless process, obviating the need for most patrons to come to the facility office. Therefore, the twenty proposed parking spaces far exceed the anticipated demand.

We also request the Town take notice of the traffic reduction study prepared by Mr. Hall in connection with the storage facility at 2801 John P. Lyons Lane for application 16-284, referenced in JFO's report.

In conclusion, pursuant to Section 28-301.2, the proposed reduction meets the criteria set forth under subsection D in that concurrency requirements are met as illustrated by the traffic study submitted in connection with the principal application, the development of the self-storage facility is in connection with the development of an overall development on the Property, with each of the other uses exceeding the required parking, and the alternative proposed amount of parking will be adequate to meet the needs of use.

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

Very truly yours,


Brian S. Adler

BSA/DPC/eah
Attachment



Jeff Zito
Vice President, Project & Construction Services
The Ferber Company
2655 North Ocean Drive, Ste. 401, Singer Island, FL 33404
561.210.9105 (O) | 561.914.0411 (C)

**Re: Seneca Town Center
Off Street Parking Reduction Request (Self-Storage Parcel)
3195 W Hallandale Beach Boulevard, Pembroke Park, FL
Parcel ID 514220170073**

JFO Group Inc. has been retained to evaluate a parking analysis to determine compliance with Sec. 28-301.2. - *Parking reduction of the Town of Pembroke Park Land Development Code*. This parking analysis is associated with a Site Plan application for the Seneca Town Center property. The subject property contains ± 6.22 acres zoned B-1 Business District, located at the northeast corner of Hallandale Beach Boulevard/SR 824 and Seneca Boulevard/SW 32nd Avenue in the Town of Pembroke Park. Figure 1 shows the project location in relation to the transportation network.

The Seneca Town Center project is proposing a gas station consisting of a 5,636 SF C-Store with 16 FPs, a 2,122 SF Fast Food Restaurant with Drive-Through, a 3,018 SF Drive-in Bank/Office/Retail building, and a 121,900 SF Self-Storage facility. Exhibit 1 includes a copy of the proposed site plan. The proposed site plan includes 132 parking spaces. The gas station, fast food restaurant and bank/office/retail parcels will provide more parking supply than what it is required by Code. On the other hand, since Sec. 28-301.- *Minimum requirements* does not include self-storage, this parking reduction is being provided. The closest category included in Sec. 28-301 is *Industrial* which does not reflect the operations of a self-storage facility like the one being proposed at the Seneca Town Center.



Figure 1 : Project Location

Table 1 includes the parking requirements for each proposed use as defined in the town's land development code. Table 2 includes parking demand calculations for the proposed self-storage using the latest edition of the *Parking Generation Manual* from the Institute of Transportation Engineers (ITE) and a parking demand calculation based on the off-street parking reduction request approved for a $\pm 122,275$ SF self-storage located at 2801 John P Lyons Lane. Exhibit 2 includes excerpts from the ITE *Parking Generation Manual* while Exhibit 3 includes excerpts from the parking reduction memorandum for the 2801 John P Lyons Lane self-storage facility.

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

Table 1: Parking Required by Code Vs Parking Provided

Land Use	Land Development Code - Sec. 28-301. Off-Street Parking Requirements	Proposed Intensity	Parking Supply required by Code	Parking Provided
Gas Station C-Store	One (1) parking space for every three hundred (300) square feet of floor area	±5,636 SF	19	55
Fast Food	One (1) parking space for each fifty (50) square feet of floor area devoted to patron use within the establishment	±2,122 SF	26	35
Bank/Office /Retail	One (1) parking space for each three hundred (300) square feet of floor area	±3,018 SF	10	22
Self- Storage	One (1) parking space for each six hundred (600) square feet of the gross floor area in the building	±121,900 SF ±900 Units	203	20

The proposed self-storage building will consist of ±121,900 SF and will accommodate ±900 storage units. As shown in Table 2, the proposed parking supply being provided for the self-storage will be able to accommodate the parking demand being generated.

Table 2: Self-Storage Parking Demand

	Parking Ratio	Parking Demand	Parking Provided
ITE Parking Generation Manual	1.36 parking spaces for each 100 storage units	12	20
2801 John P Lyons Lane Self-Storage	One (1) parking space for each 8,734 square feet of gross floor area	14	

Figure 2 shows the proposed parking supply allocated to the self-storage parcel. Please note that the six (6) parking spaces on the western side of the self-storage building belong to the Bank/Office/Retail parcel.

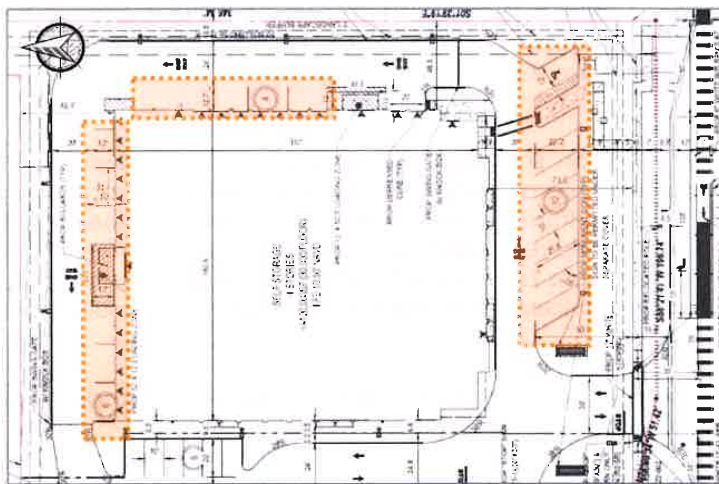


Figure 2: Self Storage Parking Layout

Approval of this parking reduction will not be detrimental to the public welfare, or injurious to property or improvements in the surrounding area or neighborhood. Consequently, we are respectfully requesting an approval for providing 20 parking spaces for the self-storage parcel at the Seneca Town Center project instead of the 203 spaces required by code. This translates into a parking reduction from the Town's ratio of One (1) parking space for each 600 square feet of gross floor area (1:600) to a ratio of One (1) parking space for each 6,095 square feet of the gross floor area (1:6,095).

Sincerely,

JFO GROUP INC
COA Number 32276



Enclosures: Exhibit 1: Proposed Site Plan
 Exhibit 2: ITE Parking Generation Rates
 Exhibit 3: 2801 John P Lyons Lane Self-Storage Parkin Reduction Excerpts

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Land Use: 151 Mini-Warehouse

Description

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

Time of Day Distribution for Parking Demand

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

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

Additional Data

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

Source Numbers

37, 314, 415, 556, 562

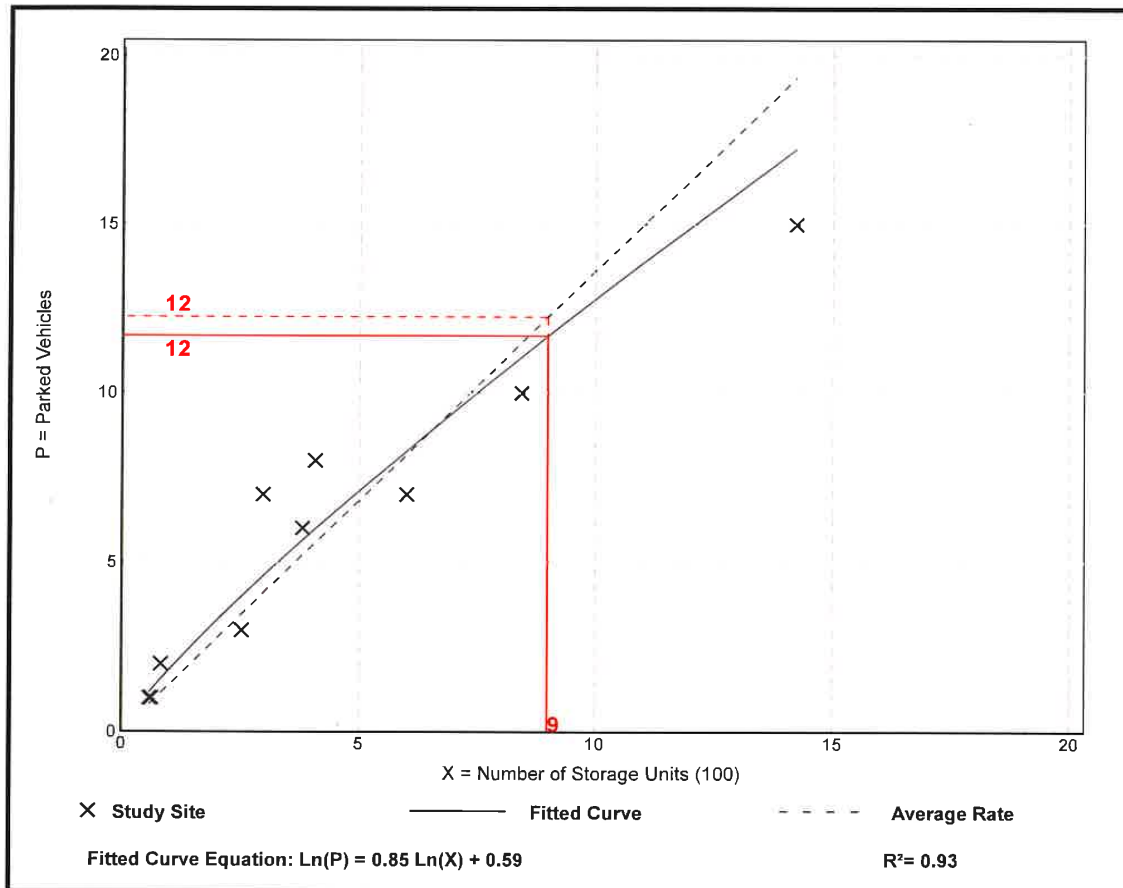
Mini-Warehouse (151)

Peak Period Parking Demand vs: **Storage Units (100)**
 On a: **Weekday (Monday - Friday)**
 Setting/Location: **General Urban/Suburban**
 Peak Period of Parking Demand: **4:00 - 6:00 p.m.**
 Number of Studies: 10
 Avg. Num. of Storage Units (100): 4.4

Peak Period Parking Demand per Storage Unit (100)

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.36	1.05 - 2.38	1.18 / 2.35	***	0.43 (32%)

Data Plot and Equation



Parking Generation Manual, 5th Edition • Institute of Transportation Engineers

Mini-Warehouse (151)

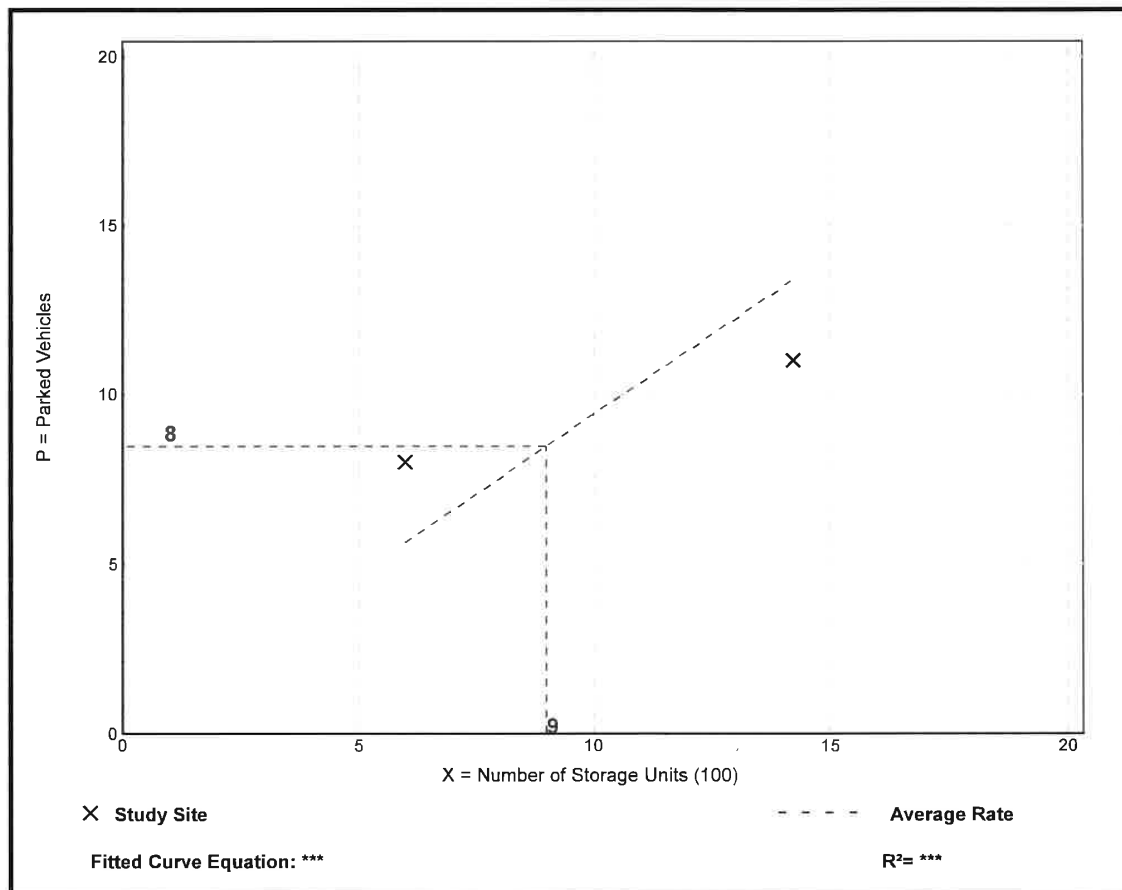
Peak Period Parking Demand vs: Storage Units (100)
On a: Saturday
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 1:00 - 5:00 p.m.
 Number of Studies: 2
 Avg. Num. of Storage Units (100): 10

Peak Period Parking Demand per Storage Unit (100)

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.94	0.77 - 1.33	*** / ***	***	***

Data Plot and Equation

Caution – Small Sample Size



Parking Generation Manual, 5th Edition • Institute of Transportation Engineers

**PARKING
WAIVER**

**TOWN OF PEMBROKE PARK
APPLICATION FOR PARKING REDUCTION**

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

Filing Fees:

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

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

Petitioner / Applicant: Wheat Capital Management

Address: 100 SE 3rd Avenue, Suite 501 City: Fort Lauderdale, FL 33394

Phone: 954-954-1515 Fax: _____ E-mail: C.Miller@wheatcapitalmanagement.com

Petitioner's Relation to Subject Property: Contract and Purchase

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

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

Signature of Petitioner: _____

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

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

General Vicinity (Provide Map): Attached

Site Plan (Provide Plan): Attached

Parking Reduction Request
14 Spaces Provided
203 Spaces Required

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

OWNER / AGENT CERTIFICATE:

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

Signature of owner/agent: _____ Sworn to and subscribed before me this _____ day of _____, 20____ by _____

☐ He/She is personally known to me or

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

**TOWN OF PEMBROKE PARK
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Town of Pembroke Park
Planning and Zoning Board

From: Michael J. Miller, AICP
Consultant Town Planner

Date: March 15th, 2016

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

RECOMMENDED PLANNING AND ZONING BOARD ACTION

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

GENERAL PROJECT INFORMATION

Land Use Designation: I - Industrial

Zoning District: M-1 Industrial District

General Location: 2801 John P. Lyons Lane

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

7522 Wiles Road Suite B-203 Coral Springs, Florida 33067 Telephone: 954-757-9809

PROJECT DESCRIPTION

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

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

BACKGROUND INFORMATION

The Town adopted its first Off-street Parking Code in August 1973. A great deal of the Town's industrial development located between Park Road and I-85 predated the above Code; therefore, many older developments lack adequate parking on the sites and modern parking lot design features are lacking. For example direct back-out parking onto a public roadway is now prohibited but was allowed back then. Direct back-out parking onto busy roadways is often dangerous, as motorists visibility is frequently blocked and increased accidents occur. Also, most of the Town's original small-scale industrial uses were primarily repair type businesses as compared to today's modern "big-box" complexes (Seneca Industrial Park / Pembroke Commerce Center). The Town has only one completely self-storage complex (Public Storage on Pembroke Road) and one new complex about to break ground (Storage & More on Park Road) for "dead storage" meaning no business activities occur. Self-storage mini-warehouse complexes typically do not require a great deal of parking spaces due to the limited amount of activity.

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

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

Michael Miller Planning Associates, Inc.

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

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

LAND DEVELOPMENT REGULATIONS / ZONING CODE

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

APPLICANT'S REQUEST

The proposed Site Development Plan reflects 14 parking spaces (13 normal / 1 ADA) for the entire building complex plus four (4) loading areas or approximately one (1) space for every 8,734 gross square feet of space based on 122,275 gross square feet of storage floor area, or one (1) space for every 7,860 net square feet based on 110,000+- net square feet of floor area (area used for storage units). The rationale is based on studies for such uses by the Institute of Transportation Engineers (ITE), reviewing parking standards in other local municipalities for similar uses, and studying several similar existing local (South Florida) complexes. Self-storage facilities (aka mini-warehouses) are

Michael Miller Planning Associates, Inc.

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

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

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

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

Required: - The Town's Code would require 203+/- parking spaces for the warehouse use.

Provided: - The applicant seeks to provide 14 parking spaces for the self-storage warehouse use.

Difference: - The latest site plan identifies 14 parking spaces - reduction of 189 parking spaces.

APPLICANT'S PARKING STUDY

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

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

Michael Miller Planning Associates, Inc.

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

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

STAFF ANALYSIS OF PARKING STUDY

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

STAFF REVIEW OF EXISTING TOWN PROJECTS

MMPA has inspected other self-storage facilities in the Town. To our knowledge there are two (2) existing complexes (Armadio (Public Storage)) in the Town. Both complexes have numerous small buildings with almost no on-site parking spaces. Neither appears to experience any parking congestion. Those projects are one-story complexes. The Public Storage complex has 54,600 square feet of building area while the Armadio complex has 59,140 square feet of building area. The Town approved a 5-story air-conditioned self-storage warehouse complex on Park Road with about 114,000 square feet and 23 parking spaces a few years ago (Storage & More) and construction will commence shortly (1.4,782 sq. ft.). The proposed new complex is similar in design, as it is contemplated to be a six-story stand-alone facility. The floor plans will be inconvenient for any use other than dead storage.

Michael Miller Planning Associates, Inc.

OTHER MUNICIPAL PARKING REQUIREMENTS

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

CONCLUSION / RECOMMENDATION

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

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

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

- 1) That the Parking Reduction is predicated on the Site Development Plan design dated March 4th, 2016 being approved by the Town Commission.
- 2) The lease or use of parking spaces for the storage of vehicles, trailers or materials shall be prohibited in it's entirety. As the number of spaces to be constructed is the minimum number staff can support, by allowing the leasing or use of parking spaces would further reduce the number of spaces available for customers and employees.
- 3) If a parking reduction is approved, a recordable covenant reflecting the reduced parking approval, with correct legal description, shall be submitted by the owner(s) of the property in a form acceptable to the Town Attorney. The covenant shall be recorded by the Town at the applicant's expense, and shall run with the land. The covenant shall provide that the uses that justified the reduced parking requirement shall not be changed in any way without the Town's prior written approval upon the submission of an updated study justifying an alternate number of parking spaces, unless additional parking is provided for the changed uses no longer requiring a parking reduction. The covenant shall also provide that the Town may collect costs and attorney fees, if litigation is necessary to enforce it.

Michael Miller Planning Associates, Inc.

Thomas A. Hall, Inc.
1355 Adams Street
Hollywood, FL 33019
954-388-4447
tomhall1234@gmail.com

February 16, 2016

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

RE: Pembroke Park Self Storage Traffic Statement
Project No. 201603.01

Dear Erik:

As requested, Thomas A. Hall, Inc. has completed a traffic statement for a proposed development project in the Town of Pembroke Park, Florida. The proposed project is to be 122,250 square feet of self-storage. The building is to have six floors and is to be located on Parcel B of the Supreme Millwork Plot, which is between NW 31st Avenue and the CSX Railroad tracks immediately north of the existing Racetrac Petroleum station on the north side of Hallandale Beach Boulevard. Access to the site is to be by way of two existing full access driveway connections to NW 31st Avenue and an existing planned driveway connection between the Racetrac Petroleum station and the project site. The proposed Pembroke Park Self Storage will replace an existing 72,630-square-foot industrial building. The enclosed Figure 1 – Site Location shows the location of the proposed project.

1. Trip Generation Analysis

In order to determine the traffic impacts associated with the proposed development, a comparison of trips generated by the existing land use and the trips expected to be generated by the proposed Pembroke Park Self Storage was conducted. Trip generation characteristics provided in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 9th Edition, were counted and the trips generated by the existing land use (ITE Code 140 – Manufacturing) was completed. Trip generation characteristics for self-storage facilities are provided for in the ITE manual. However, the type of storage facilities studied by ITE is mini-warehouses, which are not the same as the proposed project. Mini-warehouses are traditional small rows of warehouses with garage doors that often are used to house businesses in industrial areas. Self-storage facilities do not permit businesses to operate within the storage bays—and those bays are generally much smaller than mini-warehouses and focused on providing air conditioned, secure storage of private property while prohibiting use of the storage facility for any other purpose.

Given that the ITE trip generation characteristics for mini-warehouses are not the same as the proposed Pembroke Park Self Storage and also given that a parking study was being conducted at three local self-storage businesses in order to develop a parking rate for the proposed development, it was decided that entering and exiting trips should be counted at the same three study sites for the p.m. peak hour of the day. The a.m. peak hour was not studied because the self-storage facilities are not open for business prior to 9:00 a.m.

Erik Wilczek, P.E.
February 16, 2016
Page 2 of 2

The three sites chosen for study were: Extra Space Self Storage in the City of Hollywood, Florida, Four Seasons Self Storage in the City of Oakland Park, Florida, and Safeguard Self Storage in the City of Miami, Florida. All three facilities, according to information provided on their websites, maintain office staff on site between the hours of 9:00 a.m. and 6:00 p.m. during the week. In spite of the stated hours of operation, staff at each business noted that renters were given a passcode and could access their storage unit until 10:00 p.m. in the evening. For the purposes of this study, however, the focus was on the afternoon peak hour for adjacent street traffic, which is generally deemed to be between 4:00 p.m. and 6:00 p.m.

Table 1 – Observed PM Peak Hour Trip Generation (enclosed) shows how the afternoon peak hour trip generation rate was developed. As the table shows, three study sites were observed between the hours of 4:00 p.m. and 6:00 p.m. on a Tuesday. In order to reflect peak-season conditions, a Peak Season Category Factor (1.01) was obtained from the Florida Department of Transportation's online database and applied to the traffic counts. Because the three study sites had different occupancy rates, adjustments were made to reflect 100-percent occupancy at each location. The adjusted peak-hour trips were divided by the corresponding building square footage to arrive at a trip generation rate per thousand square feet of building area. From these three results, an average rate of 0.146 trips per thousand square feet of self-storage facility was calculated.

Table 2 – PM Peak Hour Trip Generation (enclosed) shows a comparison of trips expected to be generated by both the existing and proposed land uses. As Table 2 shows, replacing the existing manufacturing land use with the proposed Pembroke Park Self Storage results in a net new increase of one trip on an afternoon peak-hour basis.

An increase of one peak-hour trip is expected to have no impact on existing levels of service on local roadways.

2. Conclusion

Based upon the findings shown in Tables 1 and 2, and described above, it appears that the proposed Pembroke Park Self Storage will generate 1 net new peak-hour trip. An increase of one peak-hour trip is expected to have no impact on existing levels of service on local roadways.

Should you have any questions or comments regarding this statement, please do not hesitate to contact this office.

Very truly yours,

Thomas A. Hall
President

Peter Partridge, P.E.
FL Registration No. 45099
1521 NE 53rd Street
Ft. Lauderdale, FL 33334

TAH/kh
Enclosures

C:\West001605 - Pembroke Park Storage Facility\Report\Traffic Statement.doc

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

February 15, 2016

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

RE: Pembroke Park Self Storage Parking Study
Project No. 201603.01

Dear Erik:

We have completed the Pembroke Park Self Storage parking demand study commissioned by your firm. The storage facility's site plan indicates that there will be a single building comprised of six stories totaling 122,250 square feet. The study methodology and findings follow:

Introduction

According to information provided by the owner for a February 2016 site plan submitted in support of a new self-storage facility, the 122,250-square-foot Pembroke Park Self Storage will replace an existing 22,650-square-foot industrial building located between NW 31st Avenue and the CSX Railroad tracks north of Hallandale Beach Boulevard in the Town of Pembroke Park, Florida. A copy of the project site plan is enclosed.

The proposed self-storage facility is to have fourteen parking spaces and four loading zones. Note, however, that loading zones at self-storage facilities function as parking spaces and only differ from ordinary parking spaces in that they tend to be closest to the building entrance and, sometimes, incorporate a loading dock.

The Town of Pembroke Park code does not specifically address the proposed land use's parking requirements. However, a method is provided in Section 28-301.2 of the town code for performing a parking reduction study. This method has been adapted to this project.

Study Purpose

The purpose of this study was to ascertain the actual parking demand for the proposed Pembroke Park Self Storage facility.

Study Methodology

The study was completed in accordance with the methodology defined in a telephone conversation with Michael Miller, of Michael Miller Planning Associates, Inc., the Town of Pembroke Park's Planning and Zoning Consultant. Mr. Miller requested that parking demand observations be conducted on a Saturday and a mid-week day at three similar facilities in South Florida. Three similar sites were found: Extra Space Self Storage in Hollywood, Florida, Safeguard Self Storage in Miami, Florida, and Four Seasons Self Storage in Oakland Park, Florida.

Erik Wilczek, P.E.
February 15, 2016
Page 2 of 3

While each study site had defined parking and loading zones, each site also had areas that could accommodate additional parked vehicles. So, for example, there was an entire row of on-street public parking spaces across the street from the Four Seasons Self Storage in Oakland Park, on-street parallel parking on Flagler Street to the west of the Safeguard Self Storage in Miami, and undefined on-site space for an additional six passenger vehicles at the Extra Space Self Storage in Hollywood.

Data Collection and Analysis

In order to determine actual parking demand for the development, parking data was collected between the hours of 9:00 a.m. and 6:00 p.m. on Saturday, January 30, 2016 and Tuesday, February 2, 2016 at both the Extra Space Self Storage and the Four Seasons Self Storage. Data was also collected on Saturday, February 6, 2016 between the hours of 8:30 a.m. and 5:00 p.m. and Tuesday, February 9, 2015 between the hours of 9:00 a.m. and 6:00 p.m. at the Safeguard Self Storage in Miami, Florida.

The number of parking spaces assumed at each study site was the total number of defined parking spaces plus defined loading zones in use on the property. As noted above, additional parking opportunities were available and some vehicles were observed parking outside the defined parking spaces and loading zones. Those vehicles were included in the study site parking occupancy totals.

Tables 1, 3 and 5 - Saturday Parking Occupancy, display the results of the parking occupancy measurements for the three study sites. According to their websites only one of the study sites, Safeguard Self Storage in Miami, was open before 9:00 a.m. on Saturday. The other two sites opened at 9:00 a.m. and closed at 6:00 p.m. while Safeguard opened at 8:30 and closed at 5:00 p.m. Note that the occupied parking spaces—the "demand" for parking—was adjusted to reflect 100 percent building occupancy. In addition, a Peak Season Factor was obtained from information provided on the Florida Department of Transportation's online traffic database for both the Miami-Dade County and Broward County study sites.

When the parking demand adjustments were made to consider peak-season, 100-percent building occupancy, the total peak parking demand at Extra Space Self Storage was found to occur at 5:30 p.m. when 9 parking spaces, or 78.1 percent of the 11 available parking spaces, were in use. The Four Seasons Self Storage had a 100-percent building occupancy, peak parking demand of 19 parking spaces, or 126.3 percent of the 15 available parking spaces at 1:00 p.m. The Safeguard Self Storage had a 100-percent building occupancy, peak parking demand of 12 parking spaces, or 104.9 percent of the 11 available parking spaces at 3:30 p.m.

Tables 2, 4 and 6, Tuesday Parking Occupancy, shows the results of the parking occupancy measurements for each study site between the hours of 9:00 a.m. and 6:00 p.m. As with the Saturday results, the number of occupied parking spaces was adjusted to reflect peak season and 100 percent occupancy levels.

When the parking demand adjustments were made to consider peak-season, 100-percent building occupancy, the total peak parking demand at Extra Space Self Storage was found to occur at both 10:30 a.m. and 11:30 a.m. when 12 parking spaces, or 106.3 percent of the 11 available parking spaces, were in use. The Four Seasons Self Storage had a 100-percent building occupancy, peak parking demand of 13 parking spaces, or 86.6 percent of the 15 available parking spaces at both 11:00 a.m. and 12:30 p.m. The Safeguard Self Storage had a 100-percent building occupancy, peak parking demand of 9 parking spaces, or 78.7 percent of the 11 available parking spaces at 3:30 p.m.

Table 7, Average Saturday Peak Parking Rate, displays the results of combining the total 100-percent occupied building, peak-season, Saturday parking demand at the three study sites to produce an average parking demand rate per thousand square feet of building area. As the table shows, the average parking rate per thousand square feet of building area is 0.1490.

Erik Wilczek, P.E.
February 15, 2016
Page 3 of 3

Table 8, Average Tuesday Peak Parking Rate, displays the results of combining the total 100-percent occupied building, peak-season, Tuesday parking demand at the three study sites to produce an average parking demand rate per thousand square feet of building area. As the table shows, the average parking rate per thousand square feet of building area is 0.1261.

Applying the average parking rates per thousand square feet of building area shown in Tables 7 and 8 to the proposed 122,250-square-foot Pembroke Park Self Storage results in an expected peak-season parking demand of 18 parking spaces on Saturday and 16 parking spaces on Tuesday. Comparing the highest parking demand (18 parking spaces) to the actual number of parking spaces proposed under the current site plan (also 18), it would appear that sufficient numbers of parking spaces/loading zones have been provided for the new development—even for 100-percent building occupancy under peak-season conditions.

In their seminal document *Parking*, the Expo Foundation noted that an appropriate design objective when laying out parking spaces was to design for 80 percent of the peak annual parking demand. The 18 parking spaces proposed for the Pembroke Park Self Storage are expected to provide for 100 percent of the expected parking demand.

Conclusions

Based on these findings, the total future peak-season parking demand expected at the Pembroke Park Self Storage (18 parking spaces on a peak-season Saturday) will be satisfied by the fourteen parking spaces and four loading zones proposed as a part of the project site plan.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,



Thomas A. Hall
President

Peter Partington, P.E.
FL Registration No. 45099
1521 NE 53rd Street
Ft. Lauderdale, FL 33334

TAH/vh
Enclosures

AGENDA ITEM REPORT



To:

Subject: Florida Incident-Based Reporting System (FIBRS) Implementation grant

Meeting: REGULAR COMMISSION MEETING - Dec 15 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

FDLE has mandated that every police department in the state be FIBRS compliant by June 2022. Acceptance of this no match grant will assist greatly with numerous IT related fiscal requirements moving forward.

FINANCIAL IMPACT:

\$91,844 realized savings for the Town.

RECOMMENDATION:

Staff recommends acceptance of the \$91,884 no match grant from the Florida Department of Law Enforcement (FDLE) to defray costs associated with FIBRS compliance mandates.

ATTACHMENTS:

[SFA21 Grant Award Letter - Pembroke Park PD](#)

[Application-Budget-Detail-Worksheet \(2\)](#)

[SFA21-FIBRS-Passthrough-Solicitation-and-Applicati.aspx](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7100
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Nikki Fried, *Commissioner of Agriculture*

November 29, 2021

Mr. David Howard
Chief
Pembroke Park Police Department
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

Re: 2021-FBSFA-F2-004

Dear Chief Howard:

The Florida Department of Law Enforcement (FDLE) is pleased to award the Pembroke Park Police Department a grant for State Financial Assistance in the amount of \$91,884.00 for the project entitled, Florida Incident-Based Reporting System (FIBRS) Implementation.

This award is approved for a single non-recurring grant. Funding is allocated for the state fiscal year 2021-2022, with the grant period beginning July 1, 2021 and ending June 30, 2022. The amount awarded will only fund the categories and items outlined in the Grant Award. A copy of the approved award with the grant number, standard conditions, the financial claim report template, and the performance report template will be forthcoming in the coming weeks.

Information from grant awards and performance reports are provided to the Legislature and Governor's Office, as well as to the Department of Financial Services (DFS) via the Florida Accountability Contract Tracking System (FACTS). The grant agreement, all corresponding information, and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida. Please be aware, in the event your agency's submission contains confidential and/or exempt information prohibited from public dissemination under Florida's Public Records Law, Chapter 119, Florida Statutes, your organization bears the responsibility for applying proper redactions. Otherwise, any and all records submitted may be released without redactions.

Should your agency opt to decline the grant award, in whole or in part, notification should be made to the Criminal Justice Information Services (CJIS) Deputy Director on agency letterhead. The notification should be emailed to CJISFunding@fdle.state.fl.us no later than January 10, 2022.

We look forward to working with you on this project. Please contact your grant manager Rebecca Tuttle-Villegas at (850) 410-7100 if you have any questions or we can be of further assistance.

Sincerely,

Kristi Gordon
Deputy Director

KG/rtv

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

Tabs and Category Definitions

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

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

State Financial Assistance Budget Detail Worksheet

APPLICANT INFORMATION

All Applicants must enter Applicant Information

Applicant Organization Name:	Pembroke Park Police Department
County:	Broward
Project Manager Name:	David Howard

Complete Applicant Information and continue to Tab 3.

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

BUDGET SUMMARY TABLE

Budget Category	Totals
Overtime	\$12,996.00
Travel	\$1,128.00
Equipment	\$33,060.00
Supplies	\$4,000.00
Consultants/Contracts	\$17,500.00
Other Costs	\$23,200.00
Total Project Costs	\$91,884.00

These fields will automatically update as remaining tabs are completed.

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

Tab #3 - Overtime						
ESTIMATED PERSONNEL NEEDS				ESTIMATED SALARY RATE INFORMATION		
Name or Position Number	Title	Activities to be performed	Overtime? Y/N	Estimated Avg. Hourly Rate	Estimated Number of Hours per Employee	
EXAMPLE: J. Edwards	IT Specialist	EXAMPLE: Overtime to work with vendor to ensure FIBRS updates go as planned	Y	\$ 35.25	200.00	\$ 7,050.00
EXAMPLE: E. Smith	UCR Compliance Officer	EXAMPLE: Overtime to conduct testing on FIBRS upgrades	Y	\$ 43.00	100.00	\$ 4,300.00
M. Pakula	IT Specialist	Work with FIBRS and systems	N	\$ 79.00	100.00	\$ 7,900.00
Sergeant 1	Officer	Initial FIBR training during on boarding	N	\$ 49.00	8.00	\$ 392.00
Sergeant 2	Officer	Initial FIBR training during on boarding	N	\$ 49.00	8.00	\$ 392.00
Sergeant 3	Officer	Initial FIBR training during on boarding	N	\$ 49.00	8.00	\$ 392.00
Sergeant 4	Officer	Initial FIBR training during on boarding	N	\$ 49.00	8.00	\$ 392.00
Officer 1	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 2	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 3	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 4	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 5	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 6	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 7	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 8	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 9	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Part-Time Officer 1	Officer	Initial FIBR training during on boarding	N	\$ 30.00	8.00	\$ 240.00
Part-Time Officer 2	Officer	Initial FIBR training during on boarding	N	\$ 30.00	8.00	\$ 240.00
Part-Time Officer 3	Officer	Initial FIBR training during on boarding	N	\$ 30.00	8.00	\$ 240.00
						\$ -
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						\$ -
						\$ -
						\$ -
Total Overtime						\$12,996.00

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

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FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

[illegible]

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

[illegible]

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

[illegible]

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

[illegible]



Florida Department of Law Enforcement Criminal Justice Information Services

Post Office Box 1489
Tallahassee, Florida 32302-1489
CJISFunding@fdle.state.fl.us



FY2021 – 2022

Fiscal Year 2021-2022

FIBRS Implementation Assistance Program: Support for Local Law Enforcement Agencies Applications Due: October 31, 2021

The Florida Department of Law Enforcement (FDLE) received authority to administer an estimated \$6 million to Florida law enforcement agencies to assist in the financial burden of transitioning to the technological requirements of the Florida Incident Based Reporting Project.

Funds under this program may be used for activities related to implementing incident-based reporting at your agency. Examples include, but are not limited to:

- Overtime for project staff;
- Equipment or supplies required for system upgrades;
- Training; and/or
- Procurement contracts for services such as data migration, system configuration, and/or consulting.

Instructions

The completed application packet and budget workbook must be emailed to CJISfunding@fdle.state.fl.us by October 31, 2021 to be considered for funding. Applications will be reviewed and scored using the evaluation tool located as Appendix B in the application packet. After the deadline, awards will be determined.

Eligibility

FDLE welcomes applications from any Florida law enforcement agency, applications from third-party entities supporting the transition of eligible agencies, and multiple entity applications.

Note: Special consideration may be given to applications from agencies not already submitting FIBRS or Use-of-Force data; from multiple agencies or an entity representing multiple agencies; and for agencies transitioning to the Statewide RMS system (SWRMS).

Project Period

Grants are awarded for the state fiscal year period, beginning July 1, 2021 and ending June 30, 2022. These awards cannot be extended. Any unused funds after June 30, 2022 will be reverted to the state. Extension of awards is contingent upon legislative approval for continuation of program funding into the next state fiscal year.

State Transparency

Section 215.985, F.S., makes the Department of Financial Services (DFS) responsible for the development and maintenance of a contract reporting system, the Florida Accountability Contract Tracking System (FACTS). State law requires all agreements (contracts, purchase orders and grants for state or federal financial assistance) to be entered in this transparency system and made available for public access.

FDLE provides all state financial assistance grant agreements to the Florida Accountability and Contract Tracking (FACTS) system, including original contract and amendment document images and payment information. Agreements containing information statutorily exempt from public records could qualify for partial or complete exemption from FACTS. Please contact CJIS for additional information, to determine whether an agreement would be exempt, and to obtain instructions on the requirements for requesting an exemption.

Reporting Requirements

Performance

Performance reports must be submitted within **15 days** of the end of each month. Failure to submit reports by the deadline will delay reimbursement of funds.

Financial

Financial reports are due monthly within **30 days** after the end of each month. The final financial report is due by Thursday, July 30, 2022. Final reconciliation and closeout of the agreement must be completed by both parties within forty-five (45) days of the end of the grant period.

Payments

Grant funds are distributed on a cost-reimbursement basis for eligible activities. The final approved grant agreement details all invoicing and documentation requirements. The recipient shall provide a monthly claim report to FDLE detailing all grant related expenditures. The claim reports serve as the request for payment. Only expenditures in the approved grant budget may be paid from the agreement.

Payments are processed in conjunction with the receipt and review of programmatic performance reports and supporting documentation. Additionally, the request and any corresponding supporting documentation must evidence the completion of all tasks required to be performed for the associated deliverable, including minimum performance standards established in the agreement.

Monitoring

Recipients of FDLE grant funds are required to establish and maintain effective internal control over the award that provides reasonable assurance the recipient is managing the award in compliance with statutes, regulations, and the terms and conditions of the grant agreement. The recipient must maintain effective control over all funds, property, and assets, and assure they are used solely for authorized purposes.

Contact Information

Contact CJISFunding@fdle.state.fl.us with any questions or for additional assistance.

FY2021 FIBRS Implementation Assistance Application

Instructions: Prospective applicants should review the program solicitation in its entirety prior to beginning their application. In order to receive funding, eligible applicants must complete and submit this questionnaire and the risk assessment to CJISFunding@fdle.state.fl.us.

Part I: Overview

Applicant Agency Name (Recipient): Pembroke Park Police Department

Amount Requested: \$ 91,844.00

Are you currently submitting FIBRS data? Yes ☐ No ☒

Is this application for multiple agencies (partnership/contract agencies)? Yes ☐ No ☒

If yes, please list the partnership agencies. N/A

Part II: Problem Identification

Describe your agency's current capabilities to submit incident-based reporting.

The Town of Pembroke Park has decided to end a 41 Law Enforcement services contract with the Broward Sheriff's Office. In its place, Pembroke Park has embarked on creating its full-service agency to provide police services. Currently, this bold initiative is scheduled to begin in January 2022. The Broward County Regional Dispatch consortium is dictating the January date.

Pembroke Park Police would like to meet or exceed the mandatory reporting as soon as we begin policing, and with that objective in mind, it is our goal to onboard 16 full-time and as many as 10 part-time and Auxiliary officers in December of 2021 and provide each with this training expectation. If the officers are provided with this expectation from day one, it will be easier to maintain compliance moving forward.

Currently, we are evaluating with three records management software (RMS) solutions. The first is TRACS, a free RMS program through the state of Florida. The second is a solution (SMARTCOP) we just discovered and will be attending training on October 11, 2021. Additionally, the Florida Department of Law Enforcement is sponsoring SMARTCOP and both TRACS and SMARTCOP are currently FIBR compliant. The third and final RMS software under consideration is Taylor, and if we pursue this application, we are looking at an 18-month implementation in conjunction with Davie Police.

Lastly, Pembroke Park Police is also in need of a use of force tracking tool. The selection of this software application will be directly related to ease of migration with our RMS suite and FIBRS reporting requirements.

FY2021 FIBRS Implementation Assistance Application

Briefly describe your agency's transition plan for incident-based reporting. Include planned activities, milestones, deliverables, and timeline.

Pembroke Park Police (PPPD) will not require a transition plan moving forward as we will be in compliance simultaneously with start of police activities. Since we are a new agency, this will be our initial RMS solution.

Step one: Entire network setup, Step two: Network testing, Step three: Connection to CJNET and FDLE
Step four: Ensure CJIS Policy Compliance before moving forward with RMS setup, Step five: Finalize RMS CJIS agreements and Policies, Procedures, Step six: Equipment issuing and RMS configurations and set up & RMS and NIBRS/FIBRS training, Step seven: Additional NIBRS/FIBRS training for Records employees

Milestones: Network up and running, Agency Training, Deploying RMS agency wide, Submission of NIBRS/FIBRS data.

Timeline: six months from STEP four. or eight months total.

Briefly describe any anticipated project constraints or obstacles and how you plan to overcome them.

The Pembroke Park Police Department has surpassed all obstacles and project constraints thus far and we are confident that we will continue to do so. Our IT structure is under constant review and with the addition of an outside subject matter expert, we are confident that we have surpassed any and all requirements of the State. The only constraints we anticipate now are completing our connection with FDLE and begin uploading compliance data in a timely manner. To this end, we are diligently working on state compliant policy while simultaneously ensuring these same policy and procedures and subsequent practices mirror the state requirements.

FY2021 FIBRS Implementation Assistance Application

Part III: Scope of Work

Explanations provided below must relate directly to implementing incident-based reporting. The explanations should be generic and explain the activity's correlation to a successful transition. Specific line items will be detailed on the budget worksheet.

Does your agency intend to use funds for:

a) Personnel Overtime?

Yes ☐

No ☒

Amount Allocated: \$ 5,480.00

If yes, explain correlation to incident-based reporting.

Pembroke Park Police is not requesting any overtime for this project. However, we are requesting assistance with training our new officers and sergeants during the on boarding process, which is listed under the training tab (below). In addition, it is listed on the #3 overtime tab on the budget sheet.

b) Equipment?

Yes ☒

No ☐

Amount Allocated: \$ 63,060.00

If yes, explain correlation to incident-based reporting.

Items requested are current budget restrictions and associated with starting an agency. If granted, it will ensure current and future compliance with FIBRE initiatives by the Pembroke Park Police Department. Individual "Roughbooks" will enhance our reporting to minimize equipment downtime by providing officers their own computer. In-car printers are needed due to the vehicle and related equipment availability shortages at the time of order to meet our January 2022 opening. FOBS, backup, and Swipe readers are critical to system integrity, as well as, APU's.

c) Procurement Contracts?

Yes ☒

No ☐

Amount Allocated: \$ 17,500.00

If yes, explain correlation to incident-based reporting and the spending plan.

As a brand new Police Department, we must proceed with caution. Particular attention must be considered for FDLE and the many moving components that this encompasses. In our ongoing effort to ensure our agency does everything correctly the first time, we have established a relationship with Cybertech Analytics to assist us in building the information technology (IT) infrastructure. Their role will ensure compliance with FDLE mandates now and moving forward. Additionally, we will need to retain an electrician to properly hardwire the two APU's requested in our server room to protect our sensitive servers.

FY2021 FIBRS Implementation Assistance Application

d) Supplies?

Yes ☒

No ☐

Amount Allocated: \$ 19,000.00

If yes, explain correlation to incident-based reporting.

Backing up data is critical in today's policing environment. Pembroke Park Police believes that monthly data submission will ensure continued compliance with the grant authority. To this end, critical infrastructure is imperative to protect the integrity of our computers, databases, and, ultimately, our data. Barracuda Data Backup is highly regarded for data integrity. Officers will also be required to print in their vehicles, and in-car printers with thermal paper are mandatory in today's policing role. The request for in-car thermal printers will significantly enhance our community outreach while minimizing the start-up cost of a brand new agency.

e) Training?

Yes ☒

No ☐

Amount Allocated: \$ 5,408.00

If yes, explain correlation to incident-based reporting.

Newly hired officers require training as part of the on boarding process. Therefore, the total of Officers and Sergeants has been budgeted for this grant period. This training will be conducted as part of their duty day so that no overtime will be required.

f) Travel?

Yes ☒

No ☐

Amount Allocated: \$ 1,128.00

If yes, explain correlation to incident-based reporting.

State-sanctioned FIBRS training will be attended by our IT and our UCR/FIBRS compliance officer during the grant period to ensure compliance with state and federal mandates. We understand that this training is being conducted throughout the State. Therefore, we will utilize the closest geographical location to satisfy this training but use FDLE Headquarters to submit the grant request.

g) Other?

Yes ☒

No ☐

Amount Allocated: \$ 5,000.00

If yes, explain correlation to incident-based reporting.

Part of this initiative will be the reporting of various forms of "Use of Force." It is of critical importance that this agency always provide accurate and timely data. The best way to ensure compliance with this ideal; is to purchase specific software that will monitor officer actions; this data will be used to ensure policy compliance and accreditation ideals. Additionally, the software will be focused on officer/public incidents while requiring review throughout the agency chain of command

FY2021 FIBRS Implementation Assistance Application

Part IV: Performance

As a recipient of state funding, subgrantees must report specific data to FDLE on a monthly basis as indicated in the final subgrant agreement. **Failure to submit the performance report by the deadline will result in a withholding of funds on the subaward.** Data to be collected may include, but not be limited to:

- Amount of funding spent on each activity during the reporting period.
- Number of overtime hours used during the reporting period (if applicable).
- Amount of equipment and/or supplies purchased with funding (if applicable).
- Amount of test transactions submitted.
- Number of trainings conducted, including dates and amount of attendees (if applicable)

By checking this box, applicant acknowledges the monthly performance reporting requirement. ☒

Part V: Grant Contacts and Officials

Applicants for FIBRS funding must identify key officials in order to approve a subaward contract.

Note: A chief official or chief financial officer may delegate their authority to sign and execute agreements and reports to another individual. However, this action **requires** the submission of a delegation letter signed by the chief official or chief financial officer, as applicable, be emailed to CJISFunding@fdle.state.fl.us.

Chief Official

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

Contract / Grant Manager

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

Programmatic Contact

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

Chief Financial Officer

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

Official Payee

Name: Harry Taubenfeld Title: CFO
Address: 3150 SW 52nd Ave, Pembroke Park, FL, 33023
Phone: 954-966-4600 Email: htaubenfeld@tppfl.gov
FEID: 59-0968454

FY2021 FIBRS Implementation Assistance Application

Part VI: Additional Information and Forms

What is the agency's operating capital outlay threshold? \$ 250.00

This is the threshold for tagging a purchased item for inventory.

Describe the agency's procurement methods for items detailed in the Procurement Contracts section of the budget narrative.

- Zero to \$5000 requires Town Manager approval,
- \$5001 - \$10,000 requires two quotes and City Commission approval,
- \$10,000 - \$25,000 requires three quotes and City Commission approval,
- More then \$25,000 requires and RFP and City Commission approval.

FY2021 FIBRS Implementation Assistance Application

Appendix A: Pre-Award Risk Assessment

1. How many years has your agency received awards from FDLE? 0-1

2. List the Project Director for this award and years of services in this role.

David Howard, Chief of Police - one year

If your agency has received an award in the last five years,
please answer the following questions.

3. Describe the results of your most recent Single Audit.

Examples include: Findings, Questioned Costs, Deficiencies, Weaknesses

N/A

4. Describe the results of your two previous years' audits.

Examples include: No complaints, recommendations only, findings of noncompliance

N/A

FY2021 FIBRS Implementation Assistance Application

5. In the past two years, has your agency received a grant extension?

☐

Yes

☒

No

If yes, please describe the circumstances.

N/A

6. In the past two years, has your agency met all previous award program objectives?

☒

Yes

☐

No

If no, please describe the circumstances.

No previous award programs awarded.

7. Does your agency have any outstanding conditions from previous awards?

☐

Yes

☒

No

If yes, please describe the circumstances.

N/A

Scored By:

Total Score:

FY2021 FIBRS Subgrant Scoresheet

Applicant:

Amount Requested:

General Application (A "no" response, places application in rejection pool.)	Points
Application packet and budget detail worksheet were received before the deadline	2
All required forms are included (Risk Assessment)	2
TOTAL	4
Priority	Points
Applicant currently not submitting FIBRS incident-based data	10
Application is for more than one agency (includes partnerships or contracted agencies)	10
Applicant indicates transition to new Statewide Records Management System (SWRMS)	5
TOTAL	25
Overview & Problem Identification	Points
A subrecipient agency name is provided	2
The amount requested is consistent with the total on the budget detail worksheet	2
Clearly describes current capabilities for submitting incident-based reporting	2
Clearly describes plan to implement incident-based reporting	2
• Does plan include a list of activities & milestones?	2
• Does plan include timeline with deliverable dates within defined project period?	2
• Does plan include testing transactions with FDLE?	2
Clearly describes possible obstacles and constraints and a plan to overcome them	2
TOTAL	16
Scope of Work	Points
Budget narrative clearly describes every funding activity listed in the Budget Detail Worksheet	5
Budget narrative provides specific detail outlining the relevancy of each expenditure	5
Provides a clear spend plan for procurement contract deliverables	5
TOTAL	15
Performance	Points
Applicant acknowledges the monthly performance reporting requirements	5
TOTAL	5
Grant Contacts and Officials	Points
Contact information for Subgrant Chief Official, Subgrant Chief Financial Officer, Project Director, and Application Manager is provided	10
TOTAL	10
Budget Detail Worksheet	Points
Applicant information is correctly filled out and consistent with the information in the application narrative	10
All budget line items clearly tied to eligible activities provided in the solicitation	15
TOTAL	25

AGENDA ITEM REPORT



To:

Subject: S.W. 30th Avenue - road repairs

Meeting: 12 15 2021 WORKSHOP COMMISSION MEETING - Dec 15 2021

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

The road is in bad shape with several potholes. Powerpoint presentation to follow.

RECOMMENDATION:

We are recommending approval of the lowest bidder. Southern Asphalt Engineering

ATTACHMENTS:

[30th Ave. road repair](#)

[1287_001](#)

[1288_001](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



**SAE | SOUTHERN ASPHALT
ENGINEERING, INC.**

Your Partners in Asphalt Restoration & Maintenance.

**1430 NW 108th Ave. Suite 200 Miami, FL. 33172
Ph: 305-667-8390 / Fax: 305-667-0396
Licensed & Insured Dade E981900 Broward 06-3B-12901X
www.southernasphaltengineering.com**

11/5/2021

20211505

Town of Pembroke Parks
Attn: Robert Clark
T: 954 684.2039
E: rclark@tppfl.gov

2512 SW 30th Ave. Pembroke Park
Asphalt resurfacing of approximately
675 LF x 22.6 width of the road.

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

Robert,

Based on our meeting at the perimeter road along the RR tracks just north of Halladale Beach Blvd/Pembroke road., this proposal covers the milling of various areas of high asphalt erosion, filling in with lime rock low laying areas that flood or pond water and potholes. Approximately 675 LF x the width of the road to be resurfaced with a 1" finished S-III hot asphalt overlay. In addition repair of 1 pothole near the exit on to Pembroke road.

Asphalt Paving approximately 15,187 sq. ft. (675' x 22.6')

- 1- Preparation of pavement area for asphalt paving.
- 2- Saw Cut and or milling, Removal & Disposal of a 2' perimeter around drain inlets, manhole covers and abutting edges to doors, sidewalks, walkways, etc.
- 3- Clean entire existing asphalt area to be overlaid using power air blowers and manual push brooms.
- 4- Application of SS-1h Tack Coat to promote adhesion between prepared surface and preceding asphalt surface.
- 5- Filling in and rolling of low-lying asphalt areas prior to asphalt overlay.
- 6- Pave prepared areas using asphalt plant hot mix (S-111) at +/-1-1/2" thickness.
- 7- Rolling and compaction of spread asphalt using a 4-5 ton vibratory roller.

-SAE will put forth maximum effort to eliminate or improve existing drainage of overlaid areas. No guarantee or drainage or standing water. Work proposed is dependent of existent contours, slopes, elevations, depressions and uneven pavement surfaces.

-SAE will not be held liable for water ponding when grading and or compaction of existing base was performed by others.

-Reflective cracking may appear in time thru newly paved surfaces.

- New Asphalt pavement requires 3 to six months to properly cure. During this period, new asphalt pavement will remain flexible enough to develop depressions and tire marks from both the vehicle traffic, motorcycle stands and high heeled shoes. This situation will be most noticeable on hot dry days and cannot be avoided but, the tracking marks will disappear in time.

-Vehicular traffic and dry grinding of vehicles upon freshly patched surfaces will cause tire marks on newly paved surfaces which will disappear in time.

-SAE will not be responsible for any damaged caused by any municipal or utility trucks causing damage to paved areas.

-SAE will not be responsible for any underground utilities such as irrigation lines buried utility service lines that are not properly set to required depths or closely adjoining areas of proposed work area and are to be re-located or removed by others prior to the commencement of work.

-Asphalt over-run will be billed at a rate of \$125.00 per ton

-Any car-stop which breaks due to handling in preparation for overlay will be replaced on a per unit basis and will be an added charge to contracted work.

-It will be the property owner or association's property management company responsibility for properly informing tenants and or residents of intended work areas and the removal of such vehicles in such area.



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www.southernasphaltengineering.com**

11/5/2021

20211505

Town of Pembroke Parks
Attn: Robert Clark
T: 954 684.2039
E: rclark@tppl.gov

2512 SW 30th Ave. Pembroke Park
Asphalt resurfacing of approximately
675 LF x 22.6 width of the road.

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

No Sales Agent, or any other Employee of SAE Inc., customer or customer representative shall have the authority to waive or modify any terms and conditions of this agreement nor deviate from the specifications and terms set forth herein. No verbal representations expressed or implied can be relied on and will not supersede the terms and conditions of the written specifications set forth. Any change, alteration, or deviation from the specifications as set forth in the proposal, which involve additional charge or cost, will only be permitted upon written confirmation via Change Order which will be completed at an additional cost and payable upon execution thereof.

This proposal excludes the following unless otherwise stated in the proposal:

As-Built, Surveys, Architectural Drawings & Engineer Site Plans, Permits, Staking, Material Testing, Manhole/Catch Basin/Gate Valve adjustments or repairs, Sod Restoration & Landscaping vegetation removal, are not included. ID Badges, Biometrics, background checks, and special pay wages are not included. Should they be required it will be an added charge. Hiring party is responsible for blueprints, plans, engineering, layout, testing, bond requirements and as-built as may be required unless expressly stated.

SAE is not responsible for damage to irrigation systems when not properly marked by client. Customer will be notified when work is to be performed. It is the customers responsibility to make sure the irrigation systems are shut off as to not cause damage to the work performed. SAE will not be responsible for damage to underground utilities in areas of construction as applicable.

This proposal including all terms and conditions shall become a legally binding attachment to any contract entered into and between SAE and the financially responsible company for which the work is being performed. All provided terms will not to be excluded or superseded by any other contract or riders.

SAE recommends a Civil Engineer be retained for ADA upgrades Unless expressly noted within this agreement. SAE makes no claim to the local, state, or federal guidelines on ADA compliance of any or all ADA elements present within the property boundary.

All prices quoted are valid for 30 days from the date of this proposal. Due to price fluctuations on material costs this contractor reserves the right to withdraw the proposal at any time prior to the commencement of work

This proposal price is based on work being completed during the hours of 7AM & 6PM Monday thru Friday excluding holidays. Additional fees may apply if work is required to be completed at night or on weekends.

All work is performed weather permitting

WITH PAYMENTS TO BE MADE AS FOLLOWS: 100% Upon Completion TOTAL \$18,987.00



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11/5/2021

20211505

Town of Pembroke Parks
Attn: Robert Clark
T: 954 684.2039
E: rclark@tppl.gov

2512 SW 30th Ave. Pembroke Park
Asphalt resurfacing of approximately
675 LF x 22.6 width of the road.

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

Permit and procurement fees are not included; additional work required by such permit may be an additional charge aside from contract price. Permit Costs are due upon receiving Invoice for Permit Fees and Expediting Services of issued permits. Permit Costs and Fees are due immediately upon receipt.

Owner or Association management will provide 2 copies of site plans for permitting purposes. Provided surveys or site plans are to be up to date and matching existing conditions of pavement area.

NOTE: This Proposal may be withdrawn by us if not accepted within 30 Days.

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A monthly service charge of 1-1/2% will be added if payment is not received under the terms of the contract.

Respectfully Submitted: Steven Zabelinsky / North Regional Account Manager/Project Estimator

Accepted by _____
Name Signature Title Date
PLEASE EMAIL ACCEPTED PROPOSAL TO CONTRACTS@SOUTHERNASPHALTENGINEERING.COM OR FAX TO (305) 667-0396

In any dispute, associated with this agreement between client and Southern Asphalt Engineering, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue shall be Dade County, Florida.



1007 N. Federal Hwy. • Ft. Lauderdale, FL 33305
305-216-4161 • 1-800-PAVE-IT-4

dadecountyasphalt.com

PARKING LOTS • PRIVATE ROADS • DRIVEWAYS

SERVING SOUTH FLORIDA FOR 3 GENERATIONS

NAME:		JOB NAME:	
STREET: 30 Ave		STREET: Sam	
CITY: Pembroke	STATE: FL	CITY:	STATE: E
JOB DESCRIPTION: Resurface Road		START DATE:	COMPLETION DATE:

The undersigned proposal to furnish all material and labor necessary to complete all the work described below:

1. CUTTING OUT		Cut out weed growth and/or loose base material
2. DISPOSAL		Debris from prep work to be graded out on site. Removed from property to a dump site.
3. GRADING		Grade with motor grader to proper grade; skid loader may be used on small areas not available to grader.
4. LIMEROCK		Put down _____ inches of Base Material.
5. COMPACTION		Roll sub-base and limerock using vibratory roller and a wacker compacting plate for small areas.
6. HERBICIDE		Apply herbicide for prevention of weed growth .
7. ASPHALT	☒	Pave with road paver laying and average matt thickness of <u>1.5</u> inches of state approved asphalt. Small areas where paver cannot get to will be raked by hand and will have a slightly different texture.
8. ROLLING ASPHALT	☒	Vibratory power roller and finished rolled in two stages

NOTES/SPECIAL INSTRUCTIONS:

Power Broom Debris.
 Shim cont area being paved 675 x 20.
 Resurface Road 1.5" ~~to~~ ~~to~~

Work above to be completed for total sum of \$ 19,500 Materials _____

Deposit Ø Payment Schedule / Details: Upon Completion

ALL WORK GUARANTEED FOR ONE YEAR

Dade County Asphalt (DCA) guarantees work stated above against cracking, settling, and defective material. DCA cannot be responsible for weed grown, tire marks, damage from sharp objects or oil spills. Guarantee is void if sealcoated by other company other than DCA.

===== **ACCEPTANCE** =====
 We are hereby authorized to furnish material and labor to complete the work mentioned in the above proposal.

Date: _____ X _____ Customer

Date: _____ X _____ Contractor

Pavement Maintenance Proposal

Town Of Pembroke Park

Stephanie Woodbury

Project:

SW 30th Ave

2512 SW 30th Ave
Pembroke Park, Florida 33009



Jason Steves
Account Manager

Your Pavement Contractor

Company Info



Atlantic Southern Paving and Sealcoating
6301 W Sunrise Blvd
Sunrise, FL 33313

P: 954-581-5805
F: 954-581-0465

<http://www.atlanticsouthernpaving.com>

Contact Person

Jason Steves
Account Manager
jason@atlanticsouthernpaving.com
Cell: 954-298-0293
Office 954-581-5805 Ext 206

About Us

We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

Atlantic Southern Paving & Sealcoating provides pavement design, maintenance & construction services to the residential, commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us: [CLICK HERE](#)

FDOT Certified Contractor

Proposal: SW 30th Ave



Mill and Pave

1. The area under consideration for milling comprises of approximately 15,187 square feet at an average depth of 1.5 inch(es).
2. The area under consideration for paving comprises of approximately 15,187 square feet.
3. All surfaces to be paved will be cleaned of all loose materials, dirt etc.
4. Sawcut or bump mill a 1" perimeter of asphalt around all edges to sidewalks, walkways, storm drain frames, manholes, etc, in areas to be overlaid.
5. Removal and disposal of all excavated material.
6. Apply a DOT approved tack coat to promote adhesion between existing asphalt base and the new pavement surface we are installing.
7. **New Pavement Installation:** Apply S-III hot mix asphalt at 1.75 inches compacted to an average of 1.5 inch.
8. **New Pavement Installation:** Apply S-III hot mix asphalt compacted to an average of 1.5 inch(es).
9. **Compaction:** Rolling and compaction of asphalt using 3-5 ton Vibratory Roller.
10. **Compaction:** Rolling of entire new asphalt pavement with Rubber Tire Traffic Roller.
11. **Barricading:** All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.
12. **Mobilization(s):** This project includes 1 mobilization(s).

Total Price: \$38,969.00

Pricing includes MOT

Proposal: SW 30th Ave

Work Area



Notes:

Price Breakdown: SW 30th Ave



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on December 07, 2021.

Item	Description	Cost
1.	Mill and Pave	\$38,969.00
Total:		\$38,969.00

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

This proposal is good for a period of up to 30 days from the date of the proposal.

Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

(A signed proposal and deposit are required prior to scheduling of the work)

Date: _____

Stephanie Woodbury | Project Manager
Town Of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, Florida 33023
swoodbury@tppfl.gov
C: .
O: 954-966-4600

Jason Steves | Account Manager
Atlantic Southern Paving and Sealcoating
6301 W Sunrise Blvd
Sunrise, FL 33313
E: jason@atlanticsouthernpaving.com
C: 954-298-0293
P: 954-581-5805 Ext 206
F: 954-581-0465
<http://www.atlanticsouthernpaving.com>

Contract Terms & Conditions

1. The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
2. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
3. It is understood and agreed that all work is performed "weather permitting".
4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: \$510

This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.

6. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
7. **Asphalt Repairs/Paving:** If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, ASP will provide photo documentation showing the additional depth and a change order will be sent to ownership for the additional material.
8. Additional mobilization(s) to be billed at \$5,000 each for **Paving**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. Atlantic Southern Paving will provide a schedule to be approved by Owner prior to any additional mobilizations
9. Atlantic Southern Paving & Sealcoating, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
10. Owner agrees to pay asphalt over-runs at \$125.00 per ton.
11. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not Atlantic Southern paving. If Atlantic Southern Paving needs to repair damages, the costs will be billed to the owner as a change order.
12. Atlantic Southern Paving and Sealcoating, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
13. Plans, engineering, layout, testing, bonds and as-builts by others.
14. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
15. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
16. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
17. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid invoice past due at least (30) thirty days.
18. This proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Thursday, excluding Friday, holidays and weekends.
19. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
20. No warranties are honored unless payment is made in full. Atlantic Southern Paving and Sealcoating will provide a one (1) year warranty, starting on last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

Paving Commercial | Owner Responsibility & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. ***There will be additional costs if we are unable to access the work area billed at a minimum of (\$5,000 for Paving)***
2. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
4. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
5. **Drainage:** Atlantic Southern Paving and Sealcoating cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. **Asphalt Over-Runs:** will be billed to owner at \$125.00 per ton.
7. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$185.00 per ton.
8. **Reflective Cracking:** Atlantic Southern Paving and Sealcoating will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement
9. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
10. De-mucking and removal of unsuitable materials not included.
11. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries in time they will blend in with surrounding surface.***

Attachments



Please click any of the links below to view and print all documents.

Company Attachments

[COI 2022](#)

AGENDA ITEM REPORT



To:

Subject: Town Hall Renovations

Meeting: 12 15 2021 WORKSHOP COMMISSION MEETING - Dec 15 2021

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

RECOMMENDATION:

We are recommending approval of the lowest bidder. Tim's Tile
Total cost is \$13,647.50 for Planning & Zoning, Public Works, Finance, and the conference room.

ATTACHMENTS:

[1286_001](#)

Mr. Tims Tile of Hollywood

ESTIMATE FOR TILE INSTALATION JOB AT TOWN OF PEMBROKE PARK

Description	Square Footage	Price Per Ft.
-------------	----------------	---------------

CONFERENCE ROOM

Installation of 6x18 tile on concrete floor

410 s/f

$\$3.75 \times 410 = \1537.50

Baseboard installation

$\$240.00 = \$1,777.50$

PUBLIC WORKS AREAS

Installation of 6x18 tile on concrete floor

1600 s/f

$\$3.75 \times 1600 = \6000.00

Baseboard installation

$\$780.00 = \$6,780.00$

FINANCE DEPT.

Installation of 6x18 tile on concrete floor

600 s/f

$\$3.75 \times 600 = \2250.00

Baseboard installation

$\$575.00 = \$2,825.00$

PLANNING DEPT.

Installation of 6x18 tile on concrete floor

480 s/f

$\$3.75 \times 480 = \1800.00

Baseboard installation

$\$465.00 = \$2,265.00$

RECREATION BUILDING

Total! \$13,647.50

Size of tile was not discussed; quote is given based on tile remaining

Consistent with other areas

2350 s/f

$\$3.75 \times 2350 = \8812.50

NOTE: Prices are for LABOR ONLY! ALL Materials shall be supplied by the tenant. Materials will only be purchased by the Installer with the consent of the owner/manager of the property. For further questions call: 954-465-5317

Handy Fella

Con

MASTER BUILDER

7460 SW 10th Street, Unit 201c
North Lauderdale, FL 33068
(954)200-4639

Invoice

Submitted on 11/13/2021

Invoice for
Tim Lightbourne

Payable to
Sherman W. Smith

Invoice #
48

Phone:

Project
Baseboard Installaton

Due Date
Quote

Email:

Description	Qty	Unit price	Total price
Planning Offices' Baseboard Install	1	\$465.00	\$465.00
Conference Room Baseboard Install	1	\$240.00	\$240.00
Public Works Offices' Baseboard Install	1	\$780.00	\$780.00
Finance Offices' Baseboard Install	1	\$575.00	\$575.00

Notes:

Subtotal **\$2,060.00**

Quote for installation of baseboard install for office.
Quote does not include materials. Labor Only.

50% Deposit required before project production.

\$1,030.00

Balance due after project completion.

\$1,030.00

Total \$ 2,060.00



PROPOSAL

JO-C BUILDERS, INC.

LICENSED & INSURED CB-C058830 / CR-C057200
4308 PEMBROKE RD., STE. 4, WEST PARK, FL 33021-8131

OFFICE (954) 964-1070 FAX (954) 966-7615

E-MAIL: JOCBUILDERSINC@YAHOO.COM / WEBSITE: WWWJOCBUILDERSINC.COM

PROPOSAL SUBMITTED TO: City of Pembroke Park	DATE: October 26, 2021
ADDRESS: 3150 SW 52nd Avenue Pembroke Park, FL	PHONE: (954) 966-4600
JOB ADDRESS:	JOB NAME: Office Renovation

We hereby submit specifications and estimates for:

All labor and material necessary to renovate office building

Plans Room

Remove carpet and tack strip = 238sqft x \$5.00 per sqft = \$1,190.00

Install mill point Carson gray wood plank ceramic tile = 238 sqft x \$12.00 per sqft = \$2,856.00

Remove and install 3'-0" x 6'-8" door = \$2,688.00

SUB TOTAL: \$6,734.00 + 10% (\$673.40) = \$7,407.40 + 11% (\$814.81) = \$8,222.21

TOTAL COST: \$8,222.21

Plans Room #2

Remove carpet and tack strip = 224sqft x \$5.00 per sqft = \$1,120.00

Install mill point Carson gray wood plank ceramic tile = 224 sqft x \$12.00 per sqft = \$2,688.00

Remove and install 3'-0" x 6'-8" door = \$2,688.00

SUB TOTAL: \$6,496.00 + 10% (\$649.60) = \$7,145.60 + 11% (\$786.01) = \$7,931.61

TOTAL COST: \$7,931.61

Conference Room

Remove carpet and tack strip = 375sqft x \$5.00 per sqft = \$1,875.00

Install mill point Carson gray wood plank ceramic tile = 375 sqft x \$12.00 per sqft = \$4,500.00

Remove and install 3'-0" x 6'-8" left hand door & install new door = \$2,688.00

SUB TOTAL: \$9,063.00 + 10% (\$906.30) = \$9,969.30 + 11% (\$1,096.62) = \$11,065.92

TOTAL COST: \$11,065.92



PROPOSAL

JO-C BUILDERS, INC.

LICENSED & INSURED CB-C058830 / CR-C057200
4308 PEMBROKE RD., STE. 4, WEST PARK, FL 33021-8131
OFFICE (954) 964-1070 FAX (954) 966-7615

E-MAIL: JOCBUILDERSINC@YAHOO.COM / WEBSITE: WWWJOCBUILDERSINC.COM

Public Works Room

Remove carpet and tack strip = 911 sqft x \$5.00 per sqft = \$4,555.00
Install mill point Carson gray wood plank ceramic tile = 911 sqft. X \$12.00 per sqft = \$10,932.00
Remove and 3'-0" x 6'-8" left hand door & install new door = \$2,688.00

SUB TOTAL: \$18,175.00 + 10% (\$1,817.50) = \$19,992.50 + 11% (\$2,199.17) = \$22,191.67

TOTAL COST: \$22,191.67

Finance Room

Remove carpet and tack strip = 624 sqft x \$5.00 per sqft = \$3,120.00
Install mill point Carson gray wood plank ceramic tile = 624 sqft x \$12.00 per sqft = \$7,488.00
Remove old A/C unit = \$750.00

SUB TOTAL: \$11,358.00 + 10% (\$1,135.80) = \$12,493.80 + 11% (\$1,374.31) = \$13,868.11

TOTAL COST: \$13,868.11

NOTE: Cost does not include permit or any other fees.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER

PROPOSAL



JO-C BUILDERS, INC.

LICENSED & INSURED CB-C058830 / CR-C057200
4308 PEMBROKE RD., STE. 4, WEST PARK, FL 33021-8131
OFFICE (954) 964-1070 FAX (954) 966-7615

E-MAIL: JOCBUILDERSINC@YAHOO.COM / WEBSITE: WWWJOCBUILDERSINC.COM

=====

LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

Contractor's Signature: _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of acceptance: _____

AGENDA ITEM REPORT



To:

Subject: Sagoma Construction Services - elevated duct work

Meeting:

Department: Public Works

Staff Contact: Myriam Jacques, Interim Public Services Director

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[Elevated AC Duct Sagoma Proposal Revised](#)
[Elevated AC Agreement_Sagoma Construction](#)

	Status:
Myriam Jacques, Interim Public Services Director	Pending
Robert Clark, Public Services Director	None
Harry Taubenfeld, Finance & Budget Director	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

EXHIBIT A

TOWN HALL FIRST FLOOR ELEVATED AIR CONDITIONING DUCT

PROVIDER'S PROPOSAL (REVISED)

Elevation of AC Duct on First Floor





FL License # CGC 1511575

FDOT DBE
State of Florida MBE
Broward County CBE
Broward County Public Schools MBE
School District of Palm Beach County MBE, SBE
Miami-Dade County Public Schools MBE
LEED Accredited

Revised Proposal

To: Mr. Miguel Nunez (Building Official)
Town of Pembroke Park

Fr: Chris Silburn

Date: November 12th, 2021

Re: Town of Pembroke Park Low Ceiling Corridor

Sagoma Construction Services, Inc. proposes to provide construction services as per Owner's request from meeting held Friday June 4th with Owner and Engineer. This proposal includes but is not limited to, selective demolition, modification and raising existing main ductwork, rerouting electrical conduits and wires, rerouting fire alarm conduit and wires, minor concrete repair, drywall repairs and paint.

SCOPE OF WORK:

No.	COST SUMMARY	UNIT	QTY	UNIT COST	TOTAL
1	General Requirement - (15% Overhead & Profit)	LS	1	\$2,552.25	\$2,552.25
2	Onsite Supervision	MH	12	\$35.00	\$420.00
3	Direct Cost to perform added work	LS	1	\$17,015.75	\$17,015.75
TOTAL COST SUMMARY					\$19,988.00

No.	SUBCONTRACTOR COST	UNIT	QTY	UNIT COST	TOTAL
1	GC's cost for safety, setup and cleanup	LS	1	\$500.00	\$500.00
2	Demo / concrete cutting and removal	LS	1	\$1,313.25	\$1,313.25
3	Concrete restoration / Epoxy coating over exposed rebar	LS	1	\$1,250.00	\$1,250.00
4	Furnish and install metal plates and bolts	LS	1	\$2,472.50	\$2,472.50
5	Skim, patch, finish and paint walls at elevated ceiling	LS	1	\$3,200.00	\$3,200.00
6	Modification of existing ductwork	LS	1	\$4,200.00	\$4,200.00
7	Reroute existing F/A conduit and wiring	LS	1	\$380.00	\$380.00
8	Reroute existing low voltage wiring (Allowance)	LS	1	\$1,500.00	\$1,500.00
9	Reroute existing electrical conduit (Allowance)	LS	1	\$2,200.00	\$2,200.00
TOTAL SUBCONTRACTOR COST					\$17,015.75

Grand Total: \$ 19,988.00

EXCLUSIONS / CLARIFICATIONS:

1. Pricing is not based on Prevailing Wage.
2. Schedule is based on Two (2) weeks with One (1) mobilizations.
3. Dust control and protection is included.
4. Protection of existing walls and floors is included.

10032 NW 46th Sunrise, Florida 33351 Ph: 954 636 8560 Fax: 800 905 1873

www.sagomacs.com

info@sagomacs.com



FL License # CGC 1511575

FDOT DBE
State of Florida MBE
Broward County CBE
Broward County Public Schools MBE
School District of Palm Beach County MBE, SBE
Miami-Dade County Public Schools MBE
LEED Accredited

5. Working outside of normal working hours is excluded.
6. Concrete imaging (GPR) is excluded.
7. Material removed for Owner Salvage is excluded.
8. Storage of salvage items is excluded.
9. Hazardous material abatement is excluded.
10. All engineering cost is excluded.
11. Final design that deviates from what was discussed is excluded.
12. All shoring and structural support are excluded.
13. Any additional work resulting from unforeseen conditions is excluded.
14. All MEP Work not specifically mentioned in the scope above is excluded.
15. Permitting is excluded.
16. Any work not listed in the scope of work above is excluded.

Customer will convey to Sagoma all rights to and interest in all building contents and/or salvageable materials

ACCEPTANCE OF PROPOSAL

Sagoma Construction Services Inc. is pleased to present this Proposal which, unless rescinded earlier, shall remain open for up to 30 days. The scope of work described above supersedes any and all prior communication about this Proposal. By accepting this Proposal, Customer understands that changes to the scope for any reason not controlled by Sagoma Construction may result in additional charges. Invoices for work completed shall be presented at least monthly and shall be due as noted in billing terms.

Client Signature: _____ Date: _____

SAGOMA CONSTRUCTION SERVICES, INC.

A handwritten signature in blue ink, appearing to read "Jason Bertram", with a horizontal line extending to the right.

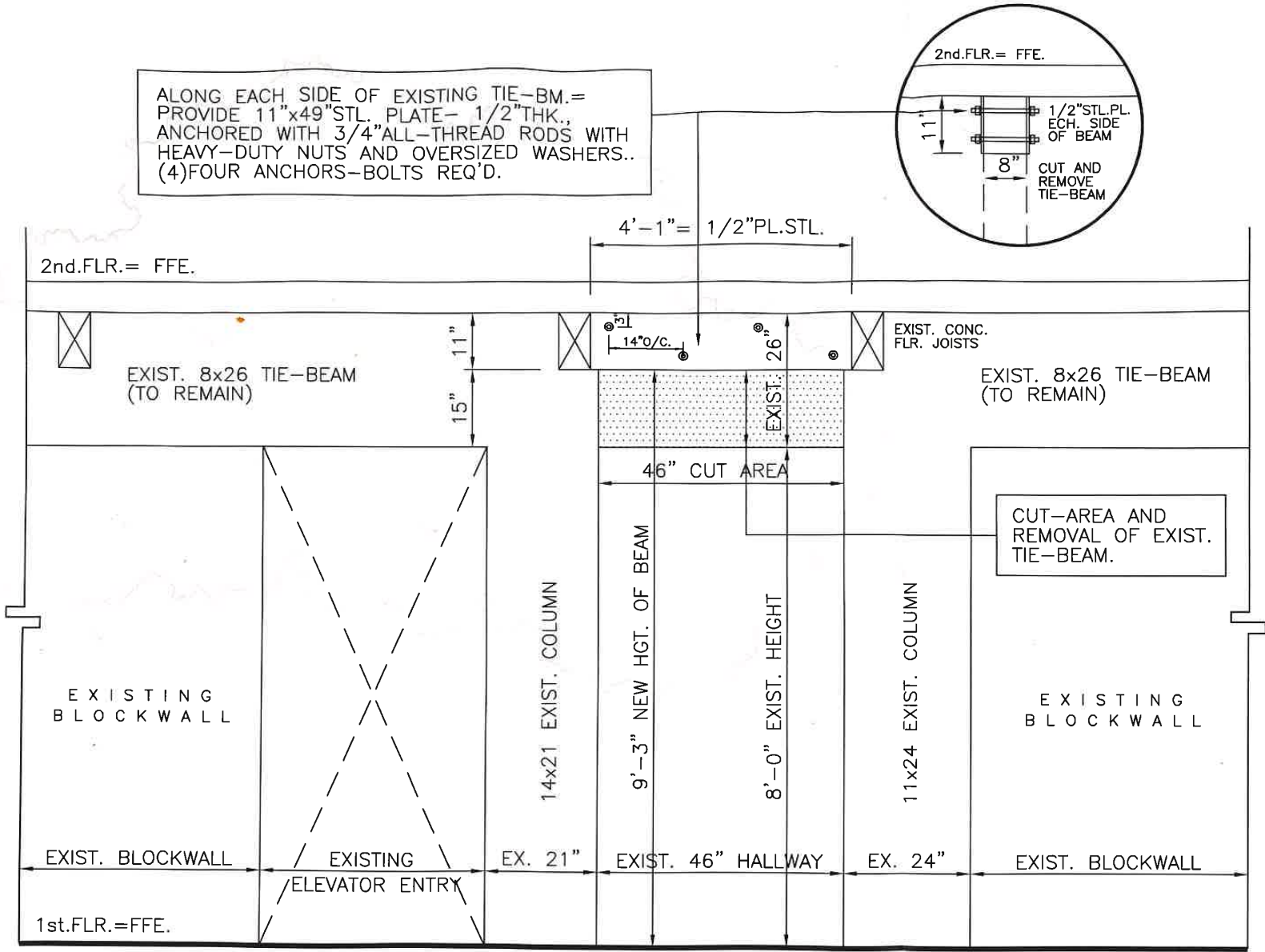
Jason Bertram
Project Engineer

File: Precon/Town of Pembroke Park (REV. 11.12.2021)

10032 NW 46th Sunrise, Florida 33351 Ph: 954 636 8560 Fax: 800 905 1873

www.sagomacs.com

info@sagomacs.com



CLASSIFICATION OF WORK :
ALTERATION, LEVEL-2, EXISTING CONCRETE TIE-BEAM
IMPROVEMENTS.. CUT-TIE-BEAM & INSTALLED PLATE STL.

TIE - BM. IMPROVEMENTS = 1st. FLR.

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

GENERAL NOTES :

1. UNLESS OTHERWISE NOTED, ALL MATERIALS, WORKMANSHIP & PRACTICES SHALL MEET THE REQUIREMENTS OF THE FOLLOWING :
- THE 2020 FLORIDA BUILDING CODE, 7th. EDITION., RESIDENTIAL, CHAPTER 3 & CHAPTER 44 HVHZ., ASCE 7-16.
2. THE LOCATION OF EXIST. UTILITIES & STRUCTURES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER.
3. THE CONTRACTOR SHALL VISIT SITE & VERIFY ALL EXIST. CONDITIONS PRIOR TO CONSTRUCTION & BRING ALL CONFLICTS TO THE ATTENTION OF THE ENGINEER.

REVISIONS	BY

PROJECT:
TIE-BEAM IMPROVEMENTS
TOWN OF PEMBROKE PARK
3150 SW. 52nd. AVENUE
PEMB. PARK, FLORIDA 33023

Charles O. Buckalew
Consulting Engineering Services, Inc.
801 South Ocean Drive, Suite 201
Hollywood, Florida 33019
C.O.A. Number: 6255
Tele. : (954)558-1189 Fax. : (954)929-8988



7/29/21
Charles O. Buckalew
CHARLES O. BUCKALEW
FLORIDA REG. NO. 24842

DATE	JULY, 2021
SCALE	1/2"=1'-0"
BY	CW.
JOB	JU-2186
SHT	S-1



QUIK CUT CONCRETE CUTTING
800 NE 45TH ST, SUITE C
FORT LAUDERDALE FL 33334
954-776-5188 1-800-680-8404
FAX 954-776-4775 quikcut@bellsouth.net
CGC1517645 www.quikcutconcrete.com

ESTIMATE

DATE	ESTIMATE #
6/7/2021	60722

KENNY

OFFICE USE ONLY:

RECEIVED:

START DATE:

SQ FT VER:

YARDS:

CUSTOMER

SAGOMA CONSTRUCTION

WORK TO BE PERFORMED AT:

OFFICE

3150 SW 52 AVE

PEMBROKE PARK FL

DESCRIPTION OF WORK

CUT OUT SECTION FROM BEAM 4'x18"x8" THK

INCLUDES SECOND MAN TO WET VAC & ASSIST & (1) TIER BAKER SCAFFOLD

\$ 1,275.00

3% FUEL CHARGE

\$ 38.25

CUSTOMER MUST ADVISE OF DISCREPANCIES BETWEEN PLANS OR SCOPE DESCRIBED AND THIS ESTIMATE
DOES NOT INCLUDE PERMITS, ENGINEERING, SOIL TEST & TREATMENT, CONCRETE TESTING, OR INSPECTION
ISSUES OR SCHEDULING. UNLESS INDICATED, PRICES APPLY WHEN ALL WORK DONE IN (1) MOVE IN.
PRICE IS FOR WORK DONE MON - FRI, 7 AM - 5 PM

PAYMENT TERMS:

PRESSURE CLEAN UP IS CUSTOMER'S RESPONSIBILITY. NO GUARANTEES MADE ABOUT JOB DURATION.

PLEASE READ MESSAGES BELOW, SIGN & DATE TO ACCEPT, & SEND BACK:

Signature ►

TOTAL: \$ 1,313.25

PRICES SUBJECT TO CHANGE IF CONDITIONS ON JOB VARY FROM QUOTE. QUOTE VALID FOR 30 DAYS.
CUSTOMER IS RESPONSIBLE FOR PERMITS & LAYOUT PRIOR TO QC ARRIVAL UNLESS OTHERWISE NOTED. QUIK CUT IS
NOT RESPONSIBLE FOR BURIED UTILITIES OR SAFETY PROTECTION OF JOB SITE. WATER IS USED: CUSTOMER MUST
PROTECT AREA AS NEEDED. STANDBY TIME THROUGH NO FAULT OF QUIK CUT WILL BE BILLED AT \$125/HR. ALL JOB
RELATED ISSUES SHOULD BE COMMUNICATED TO QUIK CUT OFFICE, AND NOT TO OPERATOR ON SITE. IF WORK IS NOT
PAID FOR WITHIN 30 DAYS OF BILLING DATE, CUSTOMER AGREES TO PAY FINANCE CHARGES OF 1.5% PER
MONTH. IF ACTION OR SUIT IS BROUGHT BY QUIK CUT TO COLLECT UNPAID BILLS, CUSTOMER AGREES TO PAY ALL
COSTS INCLUDING REASONABLE ATTORNEY'S FEES. BY ALLOWING US ON JOBSITE, CUSTOMER AGREES THAT QUIK
CUT'S INSURANCE COVERAGES ARE ACCEPTABLE. CUSTOMER'S OWN CONTRACT, IF CUSTOMER REQUIRES,
MUST BE PROVIDED TO QUIK CUT FOR APPROVAL BEFORE START OF JOB. QUIK CUT IS NOT RESPONSIBLE FOR ANY
AIR TESTING FOR SILICA OR OTHER REASONS. QUIK CUT WILL REMOVE ANY TRASH PLACED IN CONCRETE DUMPSTERS
QUIK CUT IS NOT RESPONSIBLE FOR TAKING PHOTOS. THIS ESTIMATE BECOMES THE CONTRACT IF NONE PROVIDED.



Master Fabricators Inc.
10325 SW 111 ST
miami, FL 33176
+1 7865377440
Bianca@MasterFabricatorsInc.com

Proposal

ADDRESS

Jason Bertram
Sagoma Construction Services, Inc
10032 NW 46th Street
Sunrise, FL 33351

PROPOSAL # 2010

DATE 06/07/2021

EXPIRATION DATE 06/11/2021

P.O. NUMBER

Plates - Pembroke Park

DESCRIPTION	AMOUNT
Fabricate & install, as per attached PDF: Primed steel as follows: * Plates 1/2" x 10 = 48-3/4" Long (Quantity - 2 pcs) with 3/4" threaded rods, with washers & nuts. Lead time: 3-5 days from deposit date.	2,150.00
Initial Payment: 50% due upon acceptance of proposal Final Payment: 50% due on Installation day	0.00

- Price subject to change upon review of final engineered shop drawings.

- Excludes engineering calculations and shop drawings.

- Demolition not included.

- Excludes any concrete work, unless otherwise noted.

TOTAL

\$2,150.00

All proper payments and charges due Master Fabricators, Inc. shall bear interest in the highest legal rate if not promptly paid within ten (10) days after same became due. Master Fabricators, Inc. shall be further entitled to recover all costs of collection and reasonable attorney's fees if this matter is turned over to an attorney for collection or in the event of any litigation (including appeals) involving the enforcement of interpretation of this agreement.

Add 15% price escalation

\$2,472.50

Accepted By

Accepted Date

Air Zone Systems LLC
7546 W, Mc Nab Rd, Sute B26
North Lauderdale, FL 33068
PH : 954-720-1114. 954-347-4042.

Page No. 1 of 1

PROPOSAL

PROPOSAL SUBMITTED TO Sagoma Costruction Services		TODAY'S DATE 11/12/2021	DATE OF PLANS/PAGE #'S 06/07/2021
PHONE NUMBER 9546167936	FAX NUMBER	JOB NAME Remove & Replace Duct Work	
ADDRESS, CITY, STATE, ZIP 10032 NW 46th St, Sunrise FL 33351		JOB LOCATION 3150 SW 52nd Ave, Pembroke Park, FL 33023	

We propose hereby to furnish material and labor necessary for the completion of:

To Remove Existing Fiberglass Rectunglar Duct and Replace with New Fiberglass Rectunglar Duct
The Duct Work are Located in the Hallway Only and will connected to the existing branch duct work
The Size of Existing Duct : 43" X 13" ID.
The Size of New Duct : 36" X 15" ID.
Duct approximately 25' - 30'
Install (2) New 24" X 24" Perf Grills with 8" Flex Duct and fittings.

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
Four Thousand Two Hundred dollars (\$ **\$4,200.00**)

Payment as follows: _____

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

**Authorized
Signature** _____

Note: this proposal may be withdrawn by us
if not accepted within 20 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____



Port. FED18-000056 Sys. FED18-000057

From **CITY FIRE, INC.**
5708 SW 25TH STREET
HOLLYWOOD FL 33023-4011
954-987-1338

Quote No. **1736313**
Type Repair
Prepared By KELLY KRUIZENGA
Created On 06/07/2021
Valid Until 06/30/2021

Quote For **TOWN OF PEMBROKE PARK**
3150 SW 52ND AVENUE
PEMBROKE PARK FL 33023
954-966-4600

Description of Work

FIRE ALARM CONDUIT REPAIR DUE TO AC WORK DURING RENOVATION

- Please read the narratives in this quote. There may be additional details and fees to consider beyond the pricing on this quote.

This quote is to re-route fire alarm conduit to make way for air conditioning duct work that is to move. It is necessary to make this change so that there will be no fire alarm wiring and/or conduit on the concrete that is being cut.

- Labor
- Conduit box
- Fittings
- Misc. materials
- Wire
- All work is above ceiling

TERMS

Balance due at time of completion

Additional notes/exclusions

City Fire is not responsible for any drywall repairs, patching or painting. We do make an effort to be as careful as possible to avoid any unnecessary repairs. If there is any digging, chipping, hammering, excavating or trenching. We will backfill. We will not repair, grow or replace grass, bushes or landscaping unless specified in this quote.

Ceiling tiles may be effected and will need replacement. City Fire is not responsible for ceiling tile replacements.

- An approved change order will be needed if there are requests beyond this quote. Additionally, This quote is itemized and if the item in question is not on this quote, it is not covered. Work may stop until change order is approved.
- Job site conditions or unforeseen building issues could effect this quote pricing. The local Fire department may request changes or additional devices to be added. If so, additional charges may apply.
- City Fire Inc. is not a licensed mechanical contractor. We do not perform any mechanical / air condition work. Including installation of any new duct smoke detectors, new sample tubes or new ac shut down wiring. We also will not connect any wiring or devices to any air handlers or any associated air condition components / control panels/boards. If such work is required, please contact a Licensed mechanical contractor. City Fire will not assume any responsibility for any issues related to the air condition systems.

WARRANTY COVERAGE

The period of warranty is 1 year from the city acceptance date/project end date. EXCLUSIONS: City Fire Inc. will not have any liability or obligation under this limited warranty, in case of, 1. Any defect caused by misuse or abuse of the product. 2. Damage caused by natural disasters. 3. Damage caused by unauthorized modification.

SERVICE CALLS

Weekdays: Monday through Friday, 8am-5pm; \$95.00+tax per hour

Page 10 of 20

After hours: Monday through Friday, 5pm-9pm \$142.50+tax, 9pm-8am, Weekends and Holidays.\$190.00+tax per hour.

Services to be completed

[Alarm Systems] Location - Building

FIRE ALARM REPAIR

Parts, labor, and fees	Quantity	Unit Price	Total
LABOR RATE, FIRE ALARM, REGULAR	4	\$95.00	\$380.00
GRAND TOTAL			\$380.00

By my signature below, I authorize work to begin and agree to pay the Grand Total.

Name: _____ Date: _____

Signature: _____

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



CONSTRUCTION SERVICES AGREEMENT

Town Procurement: 31-22-1020 – Town Hall First Floor Elevated Air Conditioning Duct

Provider Name: Sagoma Construction Services, Inc., a Florida Corporation

Provider Address: 10032 NW 46th Avenue
Sunrise, FL 33351

Email: info@sagomacs.com

Telephone: (954) 636-8560

GC #: 1511575 **FEI/EIN #:** 27-2939416

Project: Provider shall provide all labor, materials, equipment, construction and other services necessary for the Town Hall First Floor Elevated Air Conditioning Duct ("Project"). The Project is described in Provider's cost proposal in the attached Exhibit A, which is incorporated by reference herein. The Project includes but is not limited to, selective demolition, modification and raising of existing main ductwork, rerouting of electrical conduits and wires, rerouting of fire alarm conduit and wires, minor concrete repair, drywall repairs and paint.

THIS AGREEMENT ("Agreement") is made by and between Sagoma Construction Services, Inc. ("Provider") identified above and the Town of Pembroke Park ("Town"), located at 3150 SW 52nd Ave., Pembroke Park, FL 33023.

In consideration of the mutual covenants and conditions set forth herein, Provider and Town agree as follows:

- 1. Services.** For the purpose of this Agreement, Services shall mean the labor, materials, equipment, and other services necessary for the completion of the Project. Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice.
- 2. Fee.** Town shall pay Provider the sum of Nineteen Thousand Nine Hundred Eighty Eight Dollars (\$19,988.00) ("Fee") for the services to complete the Project. The Fee shall be the sole compensation paid to Provider in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

- 3. Invoices.** Invoices shall be submitted to: Town of Pembroke Park Finance and Budget Department, 3150 SW 52nd Ave., Pembroke Park, FL 33023. Invoices shall show the nature of the service and dates(s) of service. Provider shall provide W-9 or FEIN# to Town with first invoice.
- 4. Payment.** The Fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 30 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.
- 5. Term.** Provider agrees to complete the project work within one hundred sixty (60) days after issuance of Notice to Proceed (NTP) unless the completion date is extended by mutual written agreement of the parties.
- 6. Representations, Warranties and Covenants of Provider.**
- 6.1. Authority.** Provider hereby represents and warrants to the Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.
- 6.2. Duly Licensed.** Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.
- 6.3. No Contingency.** Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the Town shall have the right to terminate the Agreement without liability.
- 7. Standard of Care.** The standard of care for all Services performed or furnished by Provider under this Agreement will be consistent with the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.
- 8. Compliance with Laws.** In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and Town ordinances and regulations, including ethics and procurement requirements.
- 9. Independent Contractor.** It is specifically understood that Provider is an independent contractor. Provider acknowledges (i) that its employees will not be covered by the Town's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to

bind Town to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the Town for all negligent performance of work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

10. Indemnity. Provider agrees to indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from any third party claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from Town, its commissioners, officials, employees or agents to the extent arising out of Provider's negligent performance of the Services or to the extent caused by or arising out of (a) any negligent act or omission or willful misconduct of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of Provider's negligent execution of Services under this Agreement; or (c) the violation of applicable federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the negligent performance of this Agreement by Provider or any negligent act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all such claims and losses and shall defend all such suits, in the name of the Town, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the Town for Town's own negligence, or intentional acts of the Town, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the Town as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

11. Property Rights. [INTENTIONALLY OMITTED]

12. Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the Town, to 3150 SW 52nd Ave., Pembroke Park, FL, 33023, Attention: Finance Director, and if to Provider, to 10032 NW 46th Street, Sunrise, Florida 33351.

13. Insurance. Insurance shall be required as stated in RFP 20-08.

14. Termination. [INTENTIONALLY OMITTED]

15. Availability of Funds. [INTENTIONALLY OMITTED]

16. Taxes. Town is exempt from the requirement for the payment of sales tax on goods and services purchased by Town.

17. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance,

then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

18. Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The Town shall have the right to audit Provider's books and records, at the Town's expense, upon prior notice, with regard to the Services provided to the Town under this Agreement. Provider shall allow the Town or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the Town's Internal Audit department shall be reimbursed to the Town by the Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of Town's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the Town.

19. Inspector General. Provider is aware that the Inspector General of Broward County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this Agreement justifying its termination.

20. Ethics; Conflict of Interest.

20.1. Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

20.2. Provider represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of the Town or any Town agency or selection committee.

20.3. Provider represents that, to the best of its knowledge, it does not employ, directly or indirectly, the mayor, members of the Town commission or any official, department director, head of any Town agency, or member of any board, committee, or agency of the Town.

20.4. Provider represents that, to the best of its knowledge, it does not employ, directly or indirectly, any official of the Town.

20.5. Provider represents that it has not knowingly and unlawfully given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the Town commission, any department director or head of any Town agency, any employee of the Town or any Town agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

20.6. Provider represents that, to the best of its knowledge, it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement.

20.7. In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

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

22. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the applicable provisions of the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and may result in debarment from Town's competitive procurement activities.

23. Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.**Severability.** In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

25. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The Town and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Broward County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

26. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

27. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

28. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

29. Joint Preparation. 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.

30. Small Business Requirements. [INTENTIONALLY OMITTED]

31. Public Records Law. Provider shall comply with Chapter 119, Florida Statutes, regarding public records, which includes the following:

31.1. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the service.

31.2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

31.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Provider does not transfer the records to the Town.

31.4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Provider or keep and maintain public records required by the Town to perform the service. If the Provider transfers all public records to the Town upon completion of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT:

Office of the Town Clerk
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023
954-466-4600
townclerk@tppfl.gov

32. Non-Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status, or sexual orientation.

33. Further Assurance. Provider and Town agree 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 limiting 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.

34. Entire Agreement; Exhibits; Amendment. Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the Town and Provider.

35. Counterparts. This Agreement may be executed in one or more counterparts, use of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

36. Assignment. This Agreement requires the skills and experience of Provider and the responsibility to complete the project may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

SAGOMA CONSTRUCTION SERVICES, LLC

By: _____

Print Name: _____
Authorized Representative

Date: _____

TOWN OF PEMBROKE PARK

By: _____
Geoffrey Jacobs, Mayor

Attest: _____
Marlen Martell, Town Clerk

Date: _____

TOWN ATTORNEY'S OFFICE
Approved as to form and legality:

By: _____

AGENDA ITEM REPORT



To:

Subject: John P. Lyons Lane

Meeting: 12 15 2021 WORKSHOP COMMISSION MEETING - Dec 15 2021

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

We can conduct a study but it is my understanding that we have the authority to make this decision through Commission Approval.

RECOMMENDATION:

It is our recommendation to make John P. Lyons Lane an one way street. This will be done temporarily during construction for the drainage improvements. Afterwhich, this will be permanent primarily because the street is narrow and has a constant flow of traffic from 18 wheeler trucks.

	Status:
Myriam Jacques, Interim Public Services Director	Approved - Dec 08 2021
Robert Clark, Public Services Director	Approved - Dec 09 2021
Harry Taubenfeld, Finance & Budget Director	Approved - Dec 09 2021
Melissa Anderson, Town Attorney	Approved - Dec 09 2021
JC Jimenez, Town Manager	Approved - Dec 09 2021
Marlen Martell, Town Clerk	Approved - Dec 09 2021

AGENDA ITEM REPORT



To: commission
Subject: Budget Amendment - 2 Fiscal 2021
Meeting: 12 15 2021 WORKSHOP COMMISSION MEETING - Dec 15 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

Every fiscal year prior to the audit, the Town reallocates unused budgeted funds and reallocates them to accounts that have exceeded the initial budgeted amount.

FINANCIAL IMPACT:

NONE

RECOMMENDATION:

Approve Budget Amendment

ATTACHMENTS:

[Budget Amendment .2- FY21](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Dec 09 2021
Melissa Anderson, Town Attorney	Approved - Dec 09 2021
JC Jimenez, Town Manager	Approved - Dec 09 2021
Marlen Martell, Town Clerk	Approved - Dec 09 2021

Town of Pembroke Park Florida



Fiscal Year 2021 Budget Amendment - 2 December 15, 2021

**TOWN OF PEMBROKE PARK
FISCAL YEAR 2020 - 2021 BUDGET SUMMARY**

Description	Adopted Budget 2019-2020	Budget Amendment.2 2020-2021
GENERAL FUND REVENUES		
Ad Valorem	6,592,457	6,592,457
Local Option Gas Tax	100,000	100,000
Utility Tax	1,211,000	1,211,000
Franchise Fees	874,750	874,750
Licenses & Permits	938,455	938,455
Intergovernmental Revenue	980,324	980,324
State Shared Revenue	556,500	556,500
Charges for Services	364,400	364,400
Fines & Forfeitures	36,000	36,000
Other Revenue	862,005	862,005
Fund Balance Reserves	254,213	254,213
TOTAL GENERAL FUND REVENUES	12,770,104	12,770,104
GENERAL FUND EXPENDITURES BY DEPARTMENT		
Mayor & Commission	434,286	408,836
Administration	1,019,575	1,049,275
Finance	561,052	588,253
Legal	207,500	423,012
Comprehensive Planning	236,000	273,000
Non-Departmental	396,860	630,210
Law Enforcement	3,342,652	3,437,652
Fire Rescue	3,525,607	3,468,607
Building	466,750	474,900
Roads & Streets	456,691	507,091
Code Enforcement	208,569	157,469
Parks & Recreation	508,023	433,343
Capital Outlay	1,065,125	739,916
Capital Projects	341,412	178,540
Debt Service	0	0
Contingency	0	0
Use of Fund Balance Reserve	0	0
TOTAL GENERAL FUND EXPENDITURES	12,770,104	12,770,104
NOTE: LAW ENFORCEMENT AND FIRE RESCUE EXPENDITURES AS A PERCENTAGE OF BUDGET	6,868,259 54%	6,906,259 54%

**TOWN OF PEMBROKE PARK
FISCAL YEAR 2020-2021 BUDGET SUMMARY**

ENTERPRISE FUNDS Description	Adopted Budget 2020-2021	Budget Amendment.2 2020-2021
Sewer Fund Revenue		
Charges for services	2,810,000	2,810,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	207,929	207,929
Cash Balance Brought Forward	0	0
Total Sewer Fund Revenue	3,017,929	3,017,929
Sewer Fund Expenses		
Financial & Administrative	238,301	224,566
Physical Environment	2,423,962	2,477,698
Capital Projects	140,000	100,000
Debt Service	215,665	215,665
Contingency	0	0
Total Sewer Fund Expenses	3,017,928	3,017,929
DIFFERENCE	0	
Stormwater Fund Revenue		
Charges for services	1,400,000	1,400,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	431,350	431,350
Cash Balance Brought Forward	0	-
Total Stormwater Revenue	1,831,350	1,831,350
Stormwater Fund Expenses		
Financial & Administrative	118,995	121,113
Physical Environment	1,043,018	1,083,259
Capital Projects	400,030	357,671
Contingency	269,307	269,307
Total Stormwater Expenses	1,831,350	1,831,350
DIFFERENCE	0	0
Combined Enterprise Fund Revenue & Expenses		
Enterprise Funds Revenues (Sewer & Stormwater)		
Charges for services	4,210,000	4,210,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	639,279	639,279
Cash Balance Brought Forward	0	-
Total Revenue	4,849,279	4,849,279
Enterprise Funds Expenses (Sewer & Stormwater)		
Financial & Administrative	357,296	345,679
Physical Environment	3,466,980	3,560,957
Capital Projects	540,030	457,671
Debt Service	215,665	215,665
Contingency	269,307	269,307
Total Enterprise Fund Expenses	4,849,278	4,849,279
DIFFERENCE	0	0

**Town of Pembroke Park
General Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Ad Valorem		
001-000310-311001-01-0000	Ad Valorem Taxes	6,592,457	6,592,457
	Total Ad Valorem	6,592,457	6,592,457
001-000310-312410-00-0000	Local Option Fuel Tax	100,000	100,000
	Total Local Option Fuel Tax	100,000	100,000
	Franchise Fee		
001-000310-323100-00-0000	Electric Franchise Fee	575,000	575,000
001-000310-323400-00-0000	Gas Franchise Fee	7,000	7,000
001-000310-323700-00-0000	Garbage Franchise Fee	275,000	275,000
001-000310-323901-00-0000	Towing Franchise Fee	10,000	10,000
001-000310-323902-00-0000	Bus Stop Shelter Franchise Fee	3,500	3,500
001-000310-323903-00-0000	Bus Stop Benches Franchise Fee	4,250	4,250
	Total Franchise Fee	874,750	874,750
	Utility Tax		
001-000310-314100-00-0000	Electric Utility Tax	790,000	790,000
001-000310-314200-01-0000	Communication Tax	149,000	149,000
001-000310-314300-00-0000	Water Utility Tax	260,000	260,000
001-000310-314400-00-0000	Gas Utility Tax	12,000	12,000
	Total Utility Tax	1,211,000	1,211,000
	Licenses & Permits		
001-000320-316000-00-0000	Business Tax Receipts - Local	127,000	127,000
001-000320-321200-00-0000	Business Tax - County	2,500	2,500
100-000320-322001-00-0000	Building Permits	318,150	318,150
100-000320-322001-01-0000	Building Permit - Reinspection Fee	5,000	5,000
100-000320-322001-02-0000	Building Department - Reinstatement Fee	500	500
100-000320-322001-03-0000	Building Inspection Fee	34,100	34,100
100-000320-322002-00-0000	Electrical Permits	34,715	34,715
100-000320-322002-01-0000	Electrical Permits - Reinspection Fee	500	500
100-000320-322002-03-0000	Electrical Inspection Fee	8,585	8,585
100-000320-322003-00-0000	Mechanical Permits	30,000	30,000
100-000320-322003-01-0000	Mechanical Permit - Reinspection Fee	500	500
100-000320-322003-02-0000	Mechanical Inspection Fee	3,385	3,385
100-000320-322004-00-0000	Plumbing Permits	30,000	30,000

**Town of Pembroke Park
General Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
100-000320-322004-01-0000	Plumbing Permit Reinspection Fee	760	760
100-000320-322004-02-0000	Plumbing Inspection Fee	2,830	2,830
001-000320-329001-00-0000	Certificate of Use Permits	28,000	28,000
001-000320-329002-00-0000	Building Inspection Fees	2,000	2,000
001-000320-329002-00-0000	Building Reinspection Fee B.T.R.	5,000	5,000
001-000320-329003-00-0000	Fire Inspection Fees - Business Tax	10,000	10,000
001-000320-329003-01-0000	Fire Inspection Fees - Annual Renewals	30,000	30,000
001-000320-329003-04-0000	Fire Inspection Fees - Permits	15,000	15,000
001-000320-329003-05-0000	Fire Reinspection Fee B. T.R.	1,000	1,000
001-000320-329003-06-0000	Fire Reinspection Fee	25,000	25,000
001-000320-329005-00-0000	Sign Fees	58,000	58,000
001-000320-329006-01-0000	Zoning & Variance & Site Plan Fees	30,000	30,000
001-000320-329007-00-0000	Engineering-Planning Services	5,000	5,000
001-000320-329008-00-0000	Alarm Registration Fees	2,900	2,900
001-000320-329009-00-0000	Radon Fees 10% - Restricted for Education	4,000	4,000
100-000320-329014-00-0000	Plan Review	68,680	68,680
100-000320-329015-00-0000	Processing Fee	52,520	52,520
001-000320-329900-00-0000	Other License, Fees, Permits	2,830	2,830
	Total Licenses & Permits	938,455	938,455
	REVENUES AND RESERVES CONTINUED		
001-000330-335120-00-0000	Municipal Revenue Sharing Program	170,000	170,000
001-000330-335140-00-0000	Mobile Home Licenses	6,500	6,500
001-000330-335150-00-0000	Alcoholic Beverage Licenses	5,000	5,000
001-000330-335180-00-0000	Half Cent Sales Tax	375,000	375,000
	Total State Shared Revenue	556,500	556,500
	Intergovernmental Revenue		
001-000330-331203-00-0000	Federal Grant	482,344	482,344
001-000330-334800-00-0000	Other Grants	497,980	497,980
	Total Intergovernmental Revenue	980,324	980,324
	Charges for Services		
100-000340-341903-00-0000	Certificate of Occupancy Fees	5,050	5,050
100-000340-341903-01-0000	Certificate of Completion	34,350	34,350
001-000340-341905-00-0000	Lien Searches	2,500	2,500
001-000340-342601-00-0000	EMS Transport Collections	275,000	275,000
001-000340-347200-02-0000	Park Facility Rental Preserve	3,000	3,000

Town of Pembroke Park
General Fund Revenue
FY2021

General Ledger Code/Description		FY2021	FY2021
		Approved Budget	Budget Amendment
001-000340-349001-06-0000	Reimbursable Charges - Legal Services	10,000	10,000
001-000340-349001-08-0000	Reimbursable Charges Planning Services	25,000	25,000
001-000350-351002-00-0000	Rec. Vehicle Inspection Fee Revenue	2,500	2,500
001-000350-351003-00-0000	False Alarm Fees	7,000	7,000
	Total Charges for Services	364,400	364,400
	Fines & Forfeitures		
001-000350-351001-00-0000	Local Law Enforcement Trust Fund Fines	1,000	1,000
001-000350-351004-00-0000	Code Enforcement Fines	30,000	30,000
001-000350-359001-00-0000	Other Fines and Forfeitures	5,000	5,000
	Total Fines & Forfeitures	36,000	36,000
	Other Revenue		
001-000360-361100-02-0000	Interest - FL. Dept. Admin. LGIP Investments	18,000	18,000
001-000360-361100-03-0000	Interest/Penalties - Ad Valorem Taxes	10,000	10,000
001-000360-361400-00-0000	Penalty and Late Charges	5,000	5,000
001-000360-361500-00-0000	Garbage Collection Fees OES	10,000	10,000
001-000360-363240-00-0000	Impact Fees - Fire	77,505	77,505
001-000360-369001-00-0000	Other Revenue	631,500	631,500
100-000360-369001-01-0000	Other Revenue Building Department	5,000	5,000
001-000360-369900-00-0000	Other Miscellaneous Revenue	105,000	105,000
	Total Other Revenue	862,005	862,005
001-000000-284000-00-0000	Use Of Fund Balance/Unassigned Reserve	317,600	317,600
Total General Fund Revenue		\$12,833,491	\$12,833,491

**Town of Pembroke Park
Mayor & Commission Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
	Personal Services			
001-510511-110000-00-0000	Salaries	210,000	173,000	173,000
	Total Personal Services	210,000	173,000	173,000
	Payroll Expenditures			
001-510511-210000-00-0000	FICA Taxes Expense	16,065	16,065	16,065
001-510511-230001-00-0000	Group Insurance Health	53,831	38,831	38,831
001-510511-220000-00-0000	Employer Contribution - Retirement Fund	81,000	111,000	111,000
001-510511-230001-01-0000	Dental/Vision Insurance	9,889	9,889	9,889
001-510511-230001-02-0000	Life Insurance(Standard Insur.Co.)	3,673	3,673	3,673
001-510511-230001-03-0000	Long Term Care(John Hancock Co.)	10,076	10,076	10,076
001-510511-230001-05-0000	Life Insurance(John Hancock VUL)	4,059	4,059	4,059
001-510511-240000-00-0000	Workers' Compensation	437	437	437
	Total Payroll Expenditures	179,030	194,030	194,030
	Operating Expenditures			
001-510511-400001-00-0000	Travel	14,000	14,000	14,000
001-510511-410001-00-0000	Cell Phone	6,000	6,000	6,000
001-510511-441002-00-0000	Lease Expense - Copy Machine	1,000	1,000	1,000
001-510511-450002-00-0000	Insurance - Property & Liability	756	756	756
001-510511-490006-00-0000	Business Meetings	5,000	5,000	5,000
001-510511-490900-00-0000	Misc. Charges	3,000	3,500	3,500
001-510511-540001-00-0000	Memberships	4,500	6,000	6,000
001-510511-540001-01-0000	Education and Training	1,000	1,000	1,000
001-510511-540002-00-0000	Election Services	10,000	4,550	4,550
	Total Operating Expenditures	45,256	41,806	41,806
Total Personal Services	Total Personal Services	\$ 210,000	\$ 173,000	\$ 173,000
Total Payroll Expenditures	Total Payroll Expenditures	\$ 179,030	\$ 194,030	\$ 194,030
Operating Expenditures	Total Operating Expenditures	\$ 45,256	\$ 41,806	\$ 41,806
Total Mayor & Commission	TOTAL Mayor & Commission	\$ 434,286	\$ 408,836	\$ 408,836

**Town of Pembroke Park
Administration Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
Personal Services				
001-510512-120000-00-0000	Salaries	563,730	588,730	588,730
001-510512-140000-00-0000	Overtime	1,500	1,500	1,500
	Total Personal Services	565,230	590,230	590,230
Payroll Expenditures				
001-510512-210000-00-0000	FICA Taxes Expense	42,623	44,123	44,123
001-510512-220000-00-0000	Employee Retirement Expense	114,053	126,053	126,053
001-510512-230001-00-0000	Group Insurance	96,895	96,895	96,895
001-510512-230001-01-0000	Dental/Vision Insurance	14,353	14,353	14,353
001-510512-230001-02-0000	Life Insurance(Standard Insur.Co.)	7,345	9,845	9,845
001-510512-230001-05-0000	Life Insurance(John Hancock VUL)	12,343	12,343	12,343
001-510512-240000-00-0000	Workers' Compensation	1,311	1,311	1,311
001-510512-250000-00-0000	Unemployment Compensation Expense			
	Total Payroll Expenditures	288,923	304,923	304,923
Operating Expenditures				
001-510512-340006-01-0000	Town Hall Janitorial Services	3,900	3,900	3,900
001-510512-340007-00-0000	Contractual Services- BTR Structural	5,000	8,350	8,350
001-510512-340011-00-0000	HR Management Services	90,000	90,000	90,000
001-510512-400001-00-0000	Travel	7,500	3,800	3,800
001-510512-410001-00-0000	Cellular Phones	3,600	4,300	4,300
001-510512-441001-00-0000	Lease Expense - Vehicles	6,000	-	6,000
001-510512-441002-00-0000	Lease Expense - Copy Machine	2,000	2,000	2,000
001-510512-450002-00-0000	General Liability - Property Insurance	5,422	5,422	5,422
001-510512-460010-00-0000	Misc. Maintenance - Car & Buildings	2,000	500	500
001-510512-470000-00-0000	Printing	2,000	250	250
001-510512-490002-00-0000	Misc. Charges	7,500	14,000	14,000
001-510512-490006-00-0000	Business Meetings/Meals	1,000	2,100	2,100
001-510512-510001-00-0000	Office Supplies	9,000	5,500	5,500
001-510512-521001-00-0000	Vehicle Expense - Gasoline	1,000	-	-
001-510512-540001-00-0000	Memberships/Subscriptions	3,500	5,500	5,500
001-510512-540003-00-0000	Education and Training	6,000	1,000	1,000
001-510512-541002-00-0000	Employee - Tuition Assistance	10,000	1,500	1,500
	Total Operating Expenditures	165,422	148,122	154,122
Total Personal Services		\$ 565,230	\$ 590,230	\$ 590,230
Total Payroll Expenditures		\$ 288,923	\$ 304,923	\$ 304,923
Total Operating Expenditures		\$ 165,422	\$ 148,122	\$ 154,122
TOTAL ADMINISTRATION		\$ 1,019,575	\$ 1,043,275	\$ 1,049,275

Town of Pembroke Park
Finance Department
FY2021

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
Personal Services				
001-510513-120000-00-0000	Salaries	337,433	353,933	353,933
001-510513-140000-00-0000	Overtime	2,000	1,250	1,250
Total Personal Services		339,433	355,183	355,183
Payroll Expenditures				
001-510513-210000-00-0000	FICA Taxes Expense	25,814	25,814	25,814
001-510513-220000-00-0000	Employee Retirement Expense	54,581	63,181	63,181
001-510513-230001-00-0000	Group Insurance	53,831	53,500	53,500
001-510513-230001-01-0000	Dental Insurance/Vision	6,745	6,745	6,745
001-510513-230001-02-0000	Life Insurance(Standard Insur. Co)	5,707	4,988	4,988
001-510513-230001-03-0000	Long Term Care(John Hancock Co.)	2,005	3,000	3,000
001-510513-230001-05-0000	Life Insurance(John Hancock VUL)	597	597	597
001-510513-240000-00-0000	Workers' Compensation	437	437	437
Total Payroll Expenditures		149,716	158,262	158,262
Operating Expenditures				
001-510513-320001-00-0000	Recurring Audit Costs	45,000	49,000	49,000
001-510513-340006-01-0000	Contractual Service	7,000	4,000	4,000
001-510513-340007-000000	Contractual Service - Software Maintenance	6,000	6,500	6,500
001-510513-400001-00-0000	Travel	2,500	-	-
001-510513-410001-00-0000	Cellular Phones	1,000	525	525
001-510513-441002-00-0000	Lease Expense-Copiers	1,000	1,475	1,475
001-510513-450002-00-0000	General Liability - Property Insurance	2,903	2,903	2,903
001-510513-460900-00-0000	Maintenance and Repair	500	500	500
001-510513-470000-00-0000	Printing and Forms	1,000	2,300	2,300
001-510513-490006-00-0000	Business Meetings/Meals	500	-	-
001-510513-490900-00-0000	Misc. Charges	500	1,605	1,605
001-510513-510001-00-0000	Office Supplies	2,000	2,800	2,800
001-510513-540001-00-0000	Memberships	1,000	2,000	2,000
001-510513-541900-00-0000	Education and Training/Registration&Books	1,000	1,200	1,200
Total Operating Expenditures		71,903	74,808	74,808
Total Personal Services		\$ 339,433	\$ 355,183	\$ 355,183
Total Payroll Expenditures		\$ 149,716	\$ 158,262	\$ 158,262
Total Operating Expenditures		\$ 71,903	\$ 74,808	\$ 74,808
TOTAL FINANCE		\$ 561,052	\$ 588,253	\$ 588,253

Town of Pembroke Park
Legal Department
FY2021

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
Operating Expenditures				
Personal Services				
001-510514-120000-00-0000	Salaries	-	158,034	158,034
Total Personal Services		-	158,034	158,034
Payroll Expenditures				
001-510514-210000-00-0000	FICA Taxes Expense		11,423	11,423
001-510514-220000-00-0000	Employee Retirement Expense		22,128	22,128
001-510514-230001-00-0000	Group Insurance		10,571	10,571
001-510514-230001-01-0000	Dental Insurance/Vision		1,655	1,655
001-510514-230001-02-0000	Life Insurance(Standard Insur. Co)		1,994	1,994
001-510514-230001-05-0000	Long Term Care(John Hancock Co.)		2,671	2,671
Total Payroll Expenditures		-	50,443	50,443
Operating Expenditures				
001-510514-303003-00-0000	Misc. Reimbursable Expenses	10,000	-	-
001-510514-340003-01-0000	Contractual Services - Legal-Retainer	100,000	-	-
001-510514-340003-02-0000	Contractual Services - Legal-Non Retainer	90,000	189,455	189,455
001-510514-400001-00-0000	Travel		350	350
001-510514-410001-00-0000	Cellular Phones		530	530
001-510514-441001-00-0000	Lease Expense - Vehicles		3,000	6,000
001-510514-480001-00-0000	Advertising	7,500	7,200	7,200
001-510514-490900-00-0000	Misc. Charges		7,900	7,900
001-510514-541900-00-0000	Education and Training/Registration&Books		700	700
001-510514-540001-00-0000	Memberships		2,400	2,400
Total Operating Expenditures		207,500	211,535	214,535
Total Personal Services			\$ 158,034	\$ 158,034
Total Payroll Expenditures		\$ -	\$ 50,443	\$ 50,443
Total Operating Expenditures		\$ 207,500	\$ 211,535	\$ 214,535
TOTAL LEGAL		\$ 207,500	\$ 420,012	\$ 423,012

Town of Pembroke Park
Planning & Zoning
FY2021

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
	Operating Expenditures			
	Personal Services			
001-510515-120000-00-0000	Salaries	-	66,543	66,543
	Total Personal Services	-	66,543	66,543
	Payroll Expenditures			
001-510515-210000-00-0000	FICA Taxes Expense		5,174	5,174
001-510515-220000-00-0000	Employee Retirement Expense		6,239	6,239
001-510515-230001-00-0000	Group Insurance		6,025	6,025
001-510515-230001-01-0000	Dental Insurance/Vision		1,055	1,055
001-510515-230001-02-0000	Life Insurance(Standard Insur. Co)		1,050	1,050
001-510515-230001-05-0000	Long Term Care(John Hancock Co.)		1,500	1,500
	Total Payroll Expenditures	-	21,043	21,043
	Operating Expenditures			
001-510515-303003-00-0000	Misc. Reimbursable Expenses	25,000	38,814	38,814
001-510515-340004-00-0000	Contractual Services - Planning	200,000	135,000	135,000
001-510515-340004-00-3000	Contractual Services - Legislative Services	10,000	9,200	9,200
001-510515-410001-00-0000	Cellular Phones		500	500
001-510515-490900-00-0000	Misc. Expense		1,700	1,700
001-510515-510001-00-0000	Office Supplies		200	200
001-510515-522001-00-0000	Board Expenses - Planning & Zoning Board	1,000	-	-
	Total Operating Expenditures	236,000	185,414	185,414
Total Personal Services			\$ 66,543	\$ 66,543
Total Payroll Expenditures		\$ -	\$ 21,043	\$ 21,043
Total Operating Expenditures		\$ 236,000	\$ 185,414	\$ 185,414
TOTAL PLANNING & ZONING		\$ 236,000	\$ 273,000	\$ 273,000

**Town of Pembroke Park
Non-Departmental/General Government
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
001-510519-340004-00-0000	Various Contractual Services	25,000	33,100	33,100
001-510519-340006-05-0000	Contractual Services/Town Hall-Pest Control	3,500	3,500	3,500
001-510519-340007-00-0000	Contractual Services/Computer Related Service	60,000	62,200	142,200
001-510519-410001-00-0000	Telephone/cellular	2,500	3,650	3,650
001-510519-410003-00-0000	Town Hall Line Charge/Internet Connection	37,000	42,500	42,500
001-510519-411003-00-0000	Postage-shipping-FedEx	8,000	12,100	12,100
001-510519-430001-00-0000	Electricity Town Hall	38,000	43,500	43,500
001-510519-431001-00-0000	Water - Town Hall	5,000	10,100	10,100
001-510519-441002-00-0000	Lease Expense - Postage Machine and Other	1,000	1,000	1,000
001-510519-450002-00-0000	Insurance Expense - General Liability/Prop.	3,260	3,260	3,260
001-510519-460010-00-0000	Maintenance & Repair Car, Building, Equipment	17,500	30,500	30,500
001-510519-460011-00-0000	Maintenance - Repair-3rd Floor	2,500	3,300	3,300
001-510519-480003-00-0000	Donations	10,000	4,000	4,000
001-510519-490001-00-0000	Lobbying Expense	130,600	118,700	118,700
001-510519-490003-00-0000	Misc. Charges	50,000	170,600	170,600
001-510519-520900-00-0000	Misc. Market Supplies/Office Supplies	3,000	8,200	8,200
TOTAL NON DEPARTMENTAL		\$ 396,860	\$ 550,210	\$ 630,210

Town of Pembroke Park
Law Enforcement
FY2021

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
001-520521-120000-00-0000	Salaries	-	83,896	83,896
	Total Personal Services	-	83,896	83,896
	Payroll Expenditures			
001-520521-210000-00-0000	FICA Taxes Expense		6,393	6,393
001-520521-230001-00-0000	Group Insurance		11,070	11,070
001-520521-230001-02-0000	Life Insurance(Standard Insur. Co)		903	903
001-520521-230001-03-0000	Long Term Care(John Hancock Co.)		1,002	1,002
	Total Payroll Expenditures	-	19,368	19,368
	Operating Expenditures			
001-520521-340001-00-0000	Contractual Services - Law Enforcement	3,327,652	3,289,650	3,289,650
001-520521-410001-00-0000	Cellular Phones		463	463
001-520521-490900-00-0000	Misc. Charges		35,675	37,675
001-520521-540001-00-0000	Memberships		1,600	1,600
001-520521-520900-01-0000	LLETF - Explorer Program	10,000	-	-
001-520521-520900-04-0000	BSO - Traffic Enforcement	5,000	5,000	5,000
	Total Operating Expenditures	-	3,332,388	3,334,388
	Total Personal Services		\$ 83,896	\$ 83,896
	Total Payroll Expenditures	\$ -	\$ 19,368	\$ 19,368
	Total Operating Expenditures	\$ 3,342,652	\$ 3,332,388	\$ 3,334,388
	TOTAL POLICE	\$ 3,342,652	\$ 3,435,652	\$ 3,437,652

Town of Pembroke Park
Fire Rescue
FY2021

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
001-520522-340002-00-0000	Contractual Services - Fire Rescue	3,525,607	3,468,607	3,468,607
TOTAL FIRE RESCUE		\$ 3,525,607	\$ 3,468,607	\$ 3,468,607

Town of Pembroke Park
Building Department
FY2021

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment	FY2021 Budget Amendment #2
Personal Services				
100-524524-120000-00-0000	Full time Salaries	183,989	247,000	247,000
100-524524-140000-00-0000	Overtime	4,000	-	-
	Total Personal Services	187,989	247,000	247,000
Payroll Expenditures				
100-524524-210000-00-0000	FICA Taxes Expense	14,075	17,745	17,745
100-524524-220000-00-0000	Employee Retirement Expense	28,773	28,500	28,500
100-524524-230001-00-0000	Group Insurance	32,298	17,000	17,000
100-524524-230001-01-0000	Dental/Vision Insurance	1,319	1,319	1,319
100-524524-230001-02-0000	Life Insurance (Standard Insur.Co.)	2,201	2,500	2,500
100-524524-230001-03-0000	Long Term Care(John Hancock Co.)	1,920	2,000	2,000
100-524524-230001-05-0000	Life Insurance (John Hancock VUL)	1,500	-	-
100-524524-240000-00-0000	Workers' Compensation	1,747	1,800	1,800
	Total Payroll Expenditures	83,834	70,864	70,864
Operating Expenditures				
100-524524-340006-01-0000	Contractual Service-Town Hall/Janitorial	4,000	4,000	4,000
100-524524-340007-00-0000	Contractual Service-Software Maint. Fees	5,000		
100-524524-340012-01-0000	Contractual Service-Building Dept Elect	38,000	28,500	36,800
100-524524-340012-02-0000	Contractual Service-Building Dept Plumb	13,000	21,500	21,500
100-524524-340012-03-0000	Contractual Service-Building Dept Mech	24,000	30,000	30,000
100-524524-340012-99-0000	Contractual Service-Building Dept Structural	39,000	20,400	14,100
100-524524-340013-00-0000	Contractual Services-User Fees INK FORCE	6,000	9,400	9,400
100-524524-400001-00-0000	Travel	3,000	-	-
100-524524-410001-00-0000	Cell Phone	3,700	2,550	2,550
100-524524-441002-01-0000	Lease Expense-Copier	1,500	600	600
100-524524-450002-00-0000	Insurance- Property & Liability	7,017	7,017	7,017
100-524524-460011-00-0000	Maint. & Car Repair Car Bldg & Equipment	1,000	100	100
100-524524-470000-00-0000	Printing and Forms	1,000	500	500
100-524524-490900-00-0000	Misc. Charges	33,960	6,500	6,500
100-524524-520003-000000	Uniforms	2,000	3,400	3,400
100-524524-510001-00-0000	Office Supplies	6,000	1,319	1,319
100-524524-521001-00-0000	Vehicle Expense-Gasoline Costs	1,000	250	250
100-524524-540001-00-0000	Membership Subscriptions	750	19,000	19,000
100-524524-541900-00-0000	Education and Training	5,000	-	-
	Total Operating Expenditures	194,927	155,036	157,036
Total Personal Services		\$ 187,989	\$ 247,000	\$ 247,000
Total Payroll Expenditures		\$ 83,834	\$ 70,864	\$ 70,864
Total Operating Expenditures		\$ 194,927	\$ 155,036	\$ 157,036
TOTAL BUILDING		\$ 466,750	\$ 472,900	\$ 474,900

**Town of Pembroke Park
Code Enforcement
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
	Personal Services			
001-539539-120000-00-0000	Full time Salaries	103,985	75,431	75,431
001-539539-140000-00-0000	Overtime	2,000	-	-
	Total Personal Services	105,985	75,431	75,431
	Payroll Expenditures			
001-539539-210000-00-0000	FICA Taxes Expense	7,955	5,250	5,250
001-539539-220000-00-0000	Employee Retirement Expense	20,026	7,900	7,900
001-539539-230001-00-0000	Group Insurance	21,532	27,500	27,500
001-539539-230001-01-0000	Dental/Vision Insurance	3,134	3,134	3,134
001-539539-230001-02-0000	Life Insurance(Standard Insur. Co)	1,866	1,866	1,866
001-539539-230001-03-0000	Long Term Care(John Hancock Co.)	1,140	1,140	1,140
001-539539-240000-00-0000	Workers' Compensation	1,747	1,747	1,747
	Total Payroll Expenditures	57,401	48,538	48,538
	Operating Expenditures			
001-539539-340006-01-0000	Town Hall - Janitorial	3,900	3,900	3,900
001-539539-340007-00-0000	Contractual Services	5,400	1,800	1,800
001-539539-400002-00-0000	Travel - Hotel, Air fare, Mileage, Tolls, Meals	2,500	500	500
001-539539-410001-00-0000	Cell Phones	3,000	1,200	1,200
001-539539-410003-00-0000	Town Hall Line Charge / Internet Connection	1,200	-	-
001-539539-441003-00-0000	Lease Expense - Copier	1,000	-	-
001-539539-450002-00-0000	Insurance - Property Liability	6,123	6,125	6,125
001-539539-470000-00-0000	Printing and Forms	2,500	850	850
001-539539-490900-00-0000	Misc. Charges	1,500	2,200	2,200
001-539539-510001-00-0000	Office Supplies	5,000	2,250	2,250
001-539539-520003-00-0000	Uniform Expense	800	1,050	1,050
001-539539-521001-00-0000	Vehicle Expense - Gasoline	3,000	1,150	1,150
001-539539-521002-00-0000	Vehicle Expense - Maintenance & Repair	1,000	675	675
001-539539-522001-00-0000	Board Expenses - Code & P& Z Boards	4,635	700	700
001-539539-540001-00-0000	Memberships	625	9,800	9,800
001-539539-541900-00-0000	Education and Training-Other	3,000	1,300	1,300
	Total Operating Expenditures	45,183	33,500	33,500
Total Personal Services		\$ 105,985	\$ 75,431	\$ 75,431
Total Payroll Expenditures		\$ 57,401	\$ 48,538	\$ 48,538
Total Operating Expenditures		\$ 45,183	\$ 33,500	\$ 33,500
TOTAL CODE ENFORCEMENT		\$ 208,569	\$ 157,469	\$ 157,469

**Town of Pembroke Park
Roads & Streets Department
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment	FY2021 Budget Amendment #2
Personal Services				
001-530541-120000-00-0000	Full-Time Salaries	205,192	187,645	187,645
001-530541-140000-00-0000	Overtime	3,500	460	460
	Total Personal Services	208,692	188,105	188,105
Payroll Expenditures				
001-530541-210000-00-0000	FICA Taxes Expense	15,744	13,380	13,380
001-530541-220000-00-0000	Employee Retirement Expense	25,490	23,790	23,790
001-530541-230001-00-0000	Group Insurance	42,865	46,580	46,580
001-530541-230001-01-0000	Dental/Vision Insurance	6,774	5,600	5,600
001-530541-230001-02-0000	Life Insurance(Standard Insur. Co)	3,071	3,280	3,280
001-530541-230001-03-0000	Long Term Care(John Hancock Co.)	3,240	3,240	3,240
001-530541-230001-05-0000	Life Insurance(John Hancock VUL)	2,702	1,915	1,915
001-530541-240000-00-0000	Workers' Compensation	7,427	7,565	7,565
	Total Payroll Expenditures	107,312	105,350	105,350
Operating Expenditures				
001-530541-340006-01-0000	Town Hall Janitorial	3,900	3,900	3,900
001-530541-400002-00-0000	Travel	1,000	-	-
001-530541-410001-00-0000	Cellular Phones	2,400	1,925	1,925
001-530541-430009-00-0000	Electricity - Outdoor Lighting	36,000	37,944	37,944
001-530541-431006-00-0000	Water - Public Works	500	50	50
001-530541-440001-00-0000	Rental Expense Equipment - copier	1,000	650	650
001-530541-450002-00-0000	Insurance Expense Prop-General Liability	26,187	26,187	26,187
001-530541-460060-00-0000	Maintenance - Equipment	40,000	107,220	107,220
001-530541-490900-00-0000	Misc. Charges	15,000	8,835	8,835
001-530541-510001-00-0000	Office Supplies	2,000	1,555	1,555
001-530541-520003-00-0000	Uniform Expense	1,200	1,145	1,145
001-530541-521001-00-0000	Vehicle Expense - Gasoline	10,000	11,435	11,435
001-530541-540004-00-0000	Membership/subscriptions & Dues	500	11,565	11,565
001-530541-541001-00-0000	Education/Training	1,000	1,225	1,225
	Total Operating Expenditures	140,687	213,636	213,636
Total Personal Services		\$ 208,692	\$ 188,105	\$ 188,105
Total Payroll Expenditures		\$ 107,312	\$ 105,350	\$ 105,350
Total Operating Expenditures		\$ 140,687	\$ 213,636	\$ 213,636
TOTAL ROADS & STREETS		\$ 456,691	\$ 507,091	\$ 507,091

**Town of Pembroke Park
Parks & Recreation Department
FY2021**

General Ledger Code/Description	FY2021 Approved Budget	FY2021 Budget Amendment	FY2021 Budget Amendment #2
Personal Services			
001-570572-110000-00-0000 Full time Salaries	213,057	177,057	170,530
001-570572-140000-00-0000 Overtime	15,000	15,000	4,847
Total Personal Services	228,057	192,057	175,377
Payroll Expenditures			
001-570572-210000-00-0000 FICA Taxes Expense	16,346	16,346	16,346
001-570572-220000-00-0000 Employee Retirement Expense	19,306	19,306	19,306
001-570572-230001-00-0000 Group Insurance	43,065	43,065	43,065
001-570572-230001-01-0000 Dental/Vision Insurance	8,084	8,084	8,084
001-570572-230001-02-0000 Life Insurance(Standard Insur. Co)	3,451	3,451	3,451
001-570572-230001-03-0000 Long Term Care(John Hancock Co.)	2,424	2,424	2,424
001-570572-230001-05-0000 Life Insurance(John Hancock VUL)	1,500	1,500	1,500
001-570572-240000-00-0000 Workers' Compensation	6,116	6,241	6,241
Total Payroll Expenditures	100,292	100,416	100,416
Operating Expenditures			
001-570572-340006-05-0000 Contractual Services	2,000	2,975	2,975
001-570572-410001-00-0000 Cellular Phones & Beepers	1,500	1,500	1,500
001-570572-410005-00-0000 Phone Line - Behan Park	3,200	3,200	3,200
001-570572-410006-00-0000 Phone Line - Oglesby Preserve	800	6,000	6,000
001-570572-430003-00-0000 Electricity	16,000	16,000	16,000
001-570572-431003-00-0000 Water Charge	5,400	5,400	5,400
001-570572-450002-00-0000 Insurance - Property Liability	14,475	14,475	14,475
001-570572-460900-00-0000 Maintenance Repair Cars, Buildings, Equipment	25,000	25,400	25,400
001-570572-510001-00-0000 Office Supplies	400	400	400
001-570572-520003-00-0000 Uniform Expense	1,000	1,000	1,000
001-570572-520900-00-0000 Misc. Charge	7,500	7,500	7,500
001-570572-521001-00-0000 Gasoline Costs	4,000	4,000	4,000
001-570572-541001-00-0000 Memberships, dues, and subscriptions	900	900	900
001-570572-541001-00-0000 Education & Training, Registration, Books	1,000	1,225	1,225
Pembroke Park Community Events	37,000	31,075	31,075
001-570572-640000-00-9049 Health Fair Festival - \$10,000			
001-570572-640000-00-9051 Egg Hunt - \$6,000			
001-570572-640000-00-9052 Toy Drive \$4,000			
001-570572-640000-00-9053 Turkey Drive - \$6,000			
001-570572-640000-00-9076 Walk A Thon - \$1,000			
001-570572-640000-00-9070 Kids Day Fall Festival - \$2,500			
001-570572-640000-00-9062 Food Distribution Farm Share - \$2,000			
001-570572-640000-00-9058 School Supply Drive \$3,500			
001-570572-640000-00-9066 Little Library Dispensers -\$2,000			
Agro - Eco Community Garden & Centers	32,500	9,500	9,500
001-570572-640000-00-9055 Community Garden - \$25,000			
001-570572-640000-00-9056 Maculele Miami Brazilian Arts Institute - \$500			
001-570572-640000-00-9057 Relay for Life Event - \$2,000			
001-570572-640000-00-9059 Church of Christ - \$1,500			
001-570572-640000-00-9071 Club Richelieu - \$1,000			
Florida International Trade & Cultural Expo (FITCE) - \$2,500			
001-570572-640000-00-9060 Newsletter Mailings	10,000	10,000	10,000
001-570572-640000-00-9063 Holiday Party	4,500	4,500	4,500
001-570572-640000-00-9064 Pet Fair	5,000	5,000	5,000
001-570572-640000-00-9075 Promotions All Community Events	7,500	7,500	7,500
Total Operating Expenditures	179,675	157,550	157,550
Total Personal Services	\$ 228,057	\$ 192,057	\$ 175,377
Total Payroll Expenditures	\$ 100,292	\$ 100,416	\$ 100,416
Total Operating Expenditures	\$ 179,675	\$ 157,550	\$ 157,550
TOTAL PARKS	\$ 508,023	\$ 450,023	\$ 433,343

**Town of Pembroke Park
Capital Outlay & Equipment
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment	FY2021 Budget Amendment #2
COMMISSION				
001-510511-640003-00-0000	Machinery & Equipment (over 250.00)		6,482	6,482
	TOTAL COMMISSION	-	6,482	6,482
ADMINISTRATION				
001-510512-640003-00-0000	Machinery and Equipment		22,755	22,755
001-510512-640003-00-0000	Vehicle Purchase			
	TOTAL ADMINISTRATION	-	22,755	22,755
FINANCE				
001-510513-640003-00-0000	Machinery & Equipment		5,125	5,125
	TOTAL FINANCE	-	5,125	5,125
LEGAL				
001-510514-640003-00-0000	Machinery & Equipment		5,315	5,315
	TOTAL FINANCE	-	5,315	5,315
PLANNING & ZONING				
001-510515-640003-00-0000	Machinery & Equipment		450	1,850
	TOTAL FINANCE	-	450	1,850
NON DEPARTMENTAL				
001-510519-640003-00-0000	Equipment, Security, Holiday Deco (+250)	10,000	5,415	5,415
001-530541-640000-00-9075	Fire & EMS Study Project #9075	25,000	-	-
001-530541-640000-00-9078	Town Hall Hardening Project	643,125	21,225	-
001-520521-640003-00-0000	Machinery and Equipment - Start up - POLICE		195,000	195,000
001-530541-640000-00-9077	Town Hall Restroom Improvements		27,295	31,300
	Renovation Town Hall - 3rd Floor			
001-510519-640003-00-9077	Hardware and Software Replacement	48,000	89,000	89,000
	TOTAL NON DEPARTMENTAL	726,125	337,935	320,715
BUILDING				
100-524524-640003-00-0000	Machinery and Equipment	5,000	356,000	354,000
100-524524-640003-00-0000	Vehicle Purchase	50,000	-	-
	TOTAL BUILDING	55,000	356,000	354,000
ROADS & STREETS				
001-530541-640003-00-0000	Machinery and Equipment	10,000	14,800	14,800
	County Line Rd Bike Path Sw 52 - SW 56th Ave	90,000	90,000	-
	SW 52nd Ave Complete Streets	144,000	-	-
	Bike Lanes & Sidewalk Improvements	30,000	18,236	236
	TOTAL ROADS & STREETS	274,000	123,036	15,036
CODE ENFORCEMENT				
001-539539-640003-00-0000	Machinery & Equipment(over 250.00)		2,500	2,500
	TOTAL CODE ENFORCEMENT	-	2,500	2,500
PARKS & RECREATION				
001-570572-640003-00-0000	Machinery and Equipment Community Garden (irrigation, signage)	10,000	6,138	6,138
	TOTAL PARKS AND RECREATION	10,000	6,138	6,138
Total Capital Outlay & Equipment		\$ 1,065,125	\$ 865,736	\$ 739,916

**Town of Pembroke Park
Capital Projects
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget	FY2021 Budget
		Budget	Amendment	Amendment #2
	PARKS & RECREATION			
001-570572-640000-00-9069	Community Garden Water Irrigation System Project #9069	10,000	540	540
001-570572-640000-00-9073	Parks Recreation Hall Concrete Slab Project #9073	4,000		
	Ryan Park - Canopy	45,000	5,000	
	Howard Clark Sr Linear Walkway	12,500	12,500	
	Olgesby Preserve Linear Walkway	65,000	-	-
001-570572-640000-00-9082	45 Year CDBG Tot Lot Playground Project Olgesby Preserve	105,400	111,000	178,000
	46 Year CDBG Olgesby Preserve Lighting (II)	99,512	-	-
	TOTAL PARKS AND RECREATION	341,412	129,040	178,540
Total Capital Outlay		\$ 341,412	\$ 129,040	\$ 178,540

**Town of Pembroke Park
Sewer Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Operating Revenue		
400-000340-343501-00-0000	Sewer Service Charges	2,725,000	2,725,000
400-000340-343502-00-0000	Fixture Charges	75,000	75,000
400-000340-343503-00-0000	Sewer Hookup Fees	10,000	10,000
400-000360-369900-00-0000	Other Misc. Revenue	-	-
	Total Operating Revenue	2,810,000	2,810,000
	Non Operating Revenue		
400-000360-361100-02-0000	Interest Revenue LGIP	20,000	20,000
400-000360-363230-00-0000	Impact Fees Physical Environment	187,929	187,929
	Total Non Operating Revenue	207,929	207,929
	Fund Balance Reserve	-	-
	Total Operating Revenue	2,810,000	2,810,000
	Total Non Operating Revenue	207,929	207,929
	Fund Balance Reserve	-	-
Total Sewer Fund Revenue		\$ 3,017,929	\$ 3,017,929

**Town of Pembroke Park
Sewer Fund Expense
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment	FY2021 Budget Amendment #2
	Personal Services			
400-530535-120000-00-0000	Regular Full Time Salary	354,932	276,256	276,256
400-530535-140000-00-0000	Overtime	10,000	10,000	10,000
	Total Personal Services	364,932	286,256	286,256
	Payroll Expenses			
400-530535-210000-00-0000	FICA Taxes	27,152	27,152	27,152
400-530535-220000-00-0000	Employee Retirement Expense	50,406	50,406	50,406
400-530535-230001-00-0000	Group Insurance - Health	53,831	53,831	53,831
400-530535-230001-01-0000	Group Insurance - Dental & Vision	4,284	4,284	4,284
400-530535-230001-02-0000	Group Life Insurance - SIC	4,743	4,743	4,743
400-530535-230001-03-0000	Long Term Care Insurance - JHC	1,944	1,944	1,944
400-530535-230001-04-0000	Other Post Employment Benefits			
400-530535-230001-05-0000	Life Insurance - JHC VUL	3,794	3,794	3,794
400-530535-240000-00-0000	Workers' Compensation	14,854	14,854	14,854
	Total Payroll Expenses	161,007	161,007	161,007
	Operating Expenses			
400-530535-310002-00-0000	Professional Services Engineering		80,000	80,000
400-530535-340003-02-0000	Contractual Services - Legal Non Retainer		-	-
400-530535-340009-01-0000	Sewer Maintenance & Treatment-Hollywood	1,135,000	1,157,000	1,230,500
400-530535-340009-02-0000	Misc. Contractual Services - Sewer Dept.	15,000	15,000	15,000
400-530535-400001-00-0000	Travel	2,000	2,000	2,000
400-530535-410001-00-0000	Cellular Phones/ Beepers	3,000	3,000	3,000
400-530535-410009-00-0000	Telephone Lines	-	-	-
400-530535-430007-00-0000	Electricity-Sewer Pumps	35,000	39,000	39,000
400-530535-431006-00-0000	Water - Public Works	22,000	23,000	23,000
400-530535-450002-00-0000	Insurance - Property & Liability FLC	42,824	43,500	43,500
400-530535-460050-00-0000	Maintenance - Lift Stations	50,000	50,000	50,000
400-530535-460900-00-0000	Maintenance and Repair Car Bldg. & Equip.	80,000	80,000	80,000
400-530535-490005-00-0000	Bad Debt Expense		-	-
400-530535-490900-00-0000	Misc. Charges	20,000	23,000	23,000
400-530535-520003-00-0000	Operating Supplies - Uniform Expense	1,000	1,000	1,000
400-530535-521001-00-0000	Vehicle Expense - Gasoline	5,000	5,000	5,000
400-530535-540001-00-0000	Memberships	2,000	9,000	9,000
400-530535-541001-00-0000	Education & Training, Registration, Books	2,000	3,000	3,000
400-530535-581000-00-0000	Administrative Services GF Cost	421,500	421,500	383,500
400-530535-800000-00-0000	Depreciation/Amortization Expense	300,000	300,000	300,000
	TOTAL OPERATING EXPENSES	2,136,324	2,255,000	2,290,500
	CAPITAL PROJECTS			
400-530535-460050-00-0000	Maintenance - Lift Stations I&I	100,000	46,000	10,500
400-530535-640003-00-0000	New Sewer Truck		14,000	14,000
	Master Plan Update	40,000	40,000	40,000
400-530535-640005-00-0000	Federal and State Grant Match Funds		-	-
	Total Capital Projects	140,000	100,000	64,500
	Debt Service			
400-530535-710000-00-0000	Debt Service - Principal Payment	39,000	39,000	39,000
400-530535-720000-00-0000	Debt Service - Sinking Fund Interest	89,731	89,731	89,731
400-530538-730000-00-0000	Debt Service - Reserve Account	12,912	12,912	12,912
400-530538-730000-01-0000	Debt Service - S/T Assests Reserve	74,022	74,022	74,022
	Total Debt Service	215,665	215,665	215,665
	Total Personal Services	\$ 364,932	\$ 286,256	\$ 286,256
	Total Payroll Expenses	\$ 161,007	\$ 161,007	\$ 161,007
	Total Operating Expenses	\$ 2,136,324	\$ 2,255,000	\$ 2,290,500
	Total Capital Projects	\$ 140,000	\$ 100,000	\$ 64,500
	Total Debt Service	\$ 215,665	\$ 215,665	\$ 215,665
	Total Sewer Fund Expenses	\$ 3,017,929	\$ 3,017,929	\$ 3,017,929

**Town of Pembroke Park
Storm Water Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Operating Revenue		
401-000340-343801-00-0000	Stormwater Management Utility Fees	1,400,000	1,400,000
	Total Operating Revenue	1,400,000	1,400,000
	Non Operating Revenue		
401-000330-331204-00-0000	41st Year CDBG - Phase I-Drainage Improvements for SW 25th Street and Park Road - Project # 3350	-	-
'401-000330-331204-00-0000	42nd Year CDBG - Phase II-Drainage Improvements for SW 25th Street and Park Road - Project # 3351	-	-
'401-000330-331204-00-0000	John P. Lyons Phase II Engineering and Design Project #3354	89,252	89,252
'401-000330-331204-00-0000	S.W. 25th St. Stormwater Improvements Phase III Project #3355	113,271	113,271
	County Line Road Stormwater Connection	90,000	90,000
401-000360-361100-02-0000	Interest Revenue LGIP	20,000	20,000
401-000360-363230-00-0000	Impact Fee Revenue Physical Environment	118,827	118,827
	Total Non Operating Revenue	431,350	431,350
401-000000-282000-00-0000	Use of Fund Balance Reserve		-
401-000000-282000-01-0000	Use of Unexpended Prior Year Funds Carry Over	-	-
	Total Operating Revenue	1,400,000	1,400,000
	Total Non Operating Revenue	431,350	431,350
Total Storm Water Fund Revenues		\$ 1,831,350	\$ 1,831,350

Town of Pembroke Park
Storm Water Fund Expense
FY2021

General Ledger Code/Description	FY2021 Approved Budget	FY2021 Budget Amendment	FY2021 Budget Amendment #2
Personal Services			
401-530538-120000-00-0000 Salaries	203,369	210,269	210,269
401-530538-140000-00-0000 Overtime	10,000	3,100	3,100
Total Personal Services	213,369	213,369	213,369
Payroll Expenses			
401-530538-210000-00-0000 FICA Taxes	15,558	15,558	15,558
401-530538-220000-00-0000 Employee Retirement Expense	20,337	22,000	22,000
401-530538-230001-00-0000 Group Insurance - Health	32,298	30,635	30,635
401-530538-230001-01-0000 Group Insurance - Dental & Vision	5,944	5,944	5,944
401-530538-230001-02-0000 Group Life Insurance - SIC	3,581	3,581	3,581
401-530538-230001-03-0000 Long Term Care Insurance - JHC	1,680	1,680	1,680
401-530538-230001-04-0000 Other Post Employment Benefits			
401-530538-230001-05-0000 Life Insurance - JHC VUL	2,094	2,094	2,094
401-530538-240000-00-0000 Workers' Compensation	9,611	9,611	9,611
Total Payroll Expenses	91,103	91,103	91,103
Operating Expenses			
401-530538-340003-02-0000 Legal/Non Retainer	4,000	4,000	4,000
401-530538-340005-00-0000 Engineering	5,000	3,500	3,500
401-530538-340011-00-0000 Professional Services	5,000	5,000	5,000
401-530538-410001-00-0000 Cell phones/Beeepers	1,000	1,200	1,200
401-530538-430006-00-0000 Electricity - Drainage Pumps	25,000	38,000	38,000
401-530538-450001-00-0000 Insurance Expense FLC	-	-	-
401-530538-450002-00-0000 Insurance Expense Prop-General Liability	38,541	39,000	39,000
401-530538-460900-00-0000 Maintenance and Repair - Cars, Building & Other	50,000	63,500	64,500
401-530538-490900-00-0000 Misc. Charges	15,000	23,500	23,500
401-530538-520003-00-0000 Uniform Expense	500	500	500
401-530538-541001-00-0000 Memberships, Subscriptions and Dues	1,000	9,200	9,200
401-530538-541002-00-0000 Education & Training, Registration, Books	2,500	2,500	500
401-530538-581000-00-0000 Administrative Services GF Cost Allocation	210,000	210,000	211,000
401-530538-640001-00-9068 Hurricane IRMA		-	-
401-530538-800000-00-0000 Depreciation Expense	500,000	500,000	500,000
Total Operating Expenses	857,541	899,900	899,900
Capital Projects		0	0
401-530538-640001-00-0000 Machinery and Equipment New Stormwater Truck		5,200	5,200
401-941002-693200-00-3342 Meekins Lake Dredge and Fill Project # 3342		0	0
401-941002-693200-00-3352 County Line Rd. Stormwater and Sidewalk Engineering and Design Project #3353	119,002	119,002	119,002
401-941002-693200-00-3353 S.W. 25th St. Pump Station Project #3353		-	-
401-941002-693200-00-3354 John P. Lyons Phase II Engineering and Design Project #3354		-	-
401-941002-693200-00-3355 S.W. 25th St. Stormwater Improvements Phase III Project #3355	151,028	143,469	143,469
County Line Road Stormwater Connection	90,000	90,000	90,000
Master Plan Update	40,000	-	-
401-941002-693200-00-0000 Federal and State Grant Match Funds		0	0
Total Capital Projects	400,030	357,671	357,671
Total Personal Expenses	\$ 213,369	\$ 213,369	\$ 213,369
Total Payroll Expenses	\$ 91,103	\$ 91,103	\$ 91,103
Total Operating Expenses	\$ 857,541	\$ 899,900	\$ 899,900
Total Capital Projects	\$ 400,030	\$ 357,671	\$ 357,671
Total Storm Water Fund Expenses	\$ 1,562,043	\$ 1,562,043	\$ 1,562,043

DELL	OPTIPLEX	Desktop	1946	N/A	N/A	N/A	B7H9DX1	24396860341	3RD FL	IT Storage	IN	
DELL	OPTIPLEX	Desktop	1962	N/A	N/A	N/A	3GX5FZ1	7553487133	3RD FL	IT Storage	IN	
DELL	OPTIPLEX	Desktop	1935	N/A	N/A	N/A	5GZWVV1	1191691341	3RD FL	IT Storage	IN	
DELL	OPTIPLEX	Desktop	1930	N/A	N/A	N/A	HC3CKS1	37736519473	3RD FL	IT Storage	IN	MGROOMS
DELL	OPTIPLEX	Desktop	1820	N/A	N/A	N/A	G1J78C1	34921233649	3RD FL	IT Storage	IN	
DELL	OPTIPLEX	Desktop	N/A	N/A	N/A	N/A	HGLTN81	38009413585	3RD FL	IT Storage	IN	
EPSON	Stylus color	Printer	N/A	AZN1239865	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	
BROTHER	INTELLIFAX	Printer	N/A	U63274J6J33	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	FAX
BROTHER	MFC-7220	Printer	N/A	N/A	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	FAX
HP	DesignJet	Printer	N/A	ESA4701430	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	
LEXMARK	Z611	Printer	N/A	9376663535	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	NO POWER
EPSON	STYLUS	Printer	N/A	EPVY011351	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	NO POWER
HP	Color	Printer	2028	CNHC7DM3K	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	
EPSON	LQ-570+	Printer	N/A	1F7E166528	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	
DELL	1905FP	Monitor	N/A	CN0T611671	N/A	NO	N/A	N/A	3RD FL	IT Storage	IN	
DELL	P2419H	Monitor	CN0V5	N/A			HY9PZR2	39077478974	2ND FL	IT MDF	IN	
DELL	1905FP	Monitor	N/A	CN0T611671	N/A	YES	N/A	N/A	3RD FL	IT Storage	IN	
DELL	1905FP	Monitor	N/A	CN0T611671	N/A	YES	N/A	N/A	3RD FL	IT Storage	IN	
DELL	1905FP	Monitor	N/A	CN0T611671	N/A	YES	N/A	N/A	3RD FL	IT Storage	IN	
NEC	ASLCD92V-BK	Monitor	N/A	4X104346NA	N/A	YES	N/A	N/A	3RD FL	IT Storage	IN	
BENQ	Q7T3	Monitor	N/A	99L8372HBA	N/A	YES	N/A	N/A	3RD FL	IT Storage	IN	
DELL	2407WFPb	Monitor	MX0G	1845	YES	N/A	N/A	2ND FL	IT MDF	IN		Old
DELL	1905FP	Monitor	CN0T6	N/A	YES	N/A	N/A	2ND FL	IT MDF	IN		Old
KDS	VS-7i	Monitor	N/A	1745BAB140	N/A	YES	N/A	N/A	3RD FL	IT Storage	IN	
CREATIVE	SBS VIVID 80	SPEAKERS	N/A	CYMF152554	N/A	N/A	N/A	N/A	2ND FL	IT	IN	
BROTHER	ML300	MISC	N/A	E3K327474	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	TYPEWRITER
NUANCE	N/A	MISC	N/A	N/A	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	NUANCE
KODAK	STARMATE	MISC	N/A	N/A	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	MICROFICHE
MAGTEK	21079802	MISC	N/A	B38BB07	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	CREDIT CARD
MAGTEK	21079802	MISC	N/A	B38BB10	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	CREDIT CARD
COLORAD	JUMBO 250	MISC	N/A	N/A	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	INTERNAL
COLORAD	JUMBO 250	MISC		S0834317A	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	INTERNAL
BROTHER	FAX-575	MISC	N/A	N/A	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	PERSONAL
XEROX	DOCUMATE	MISC	N/A	27TAU50058	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	COPIER

DELL	Latitude	Laptop	1577	N/A	N/A	N/A	5QL6S71	12491620669	3RD FL	IT Storage	IN	
NEC	DSX 22B	PHONE	N/A	BH05899058	6630	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DSX 22B	PHONE	N/A	BH05505760	6611	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DSX 22B	PHONE	N/A	BH05505678	6611	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05456769	6610	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05356556	6610	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DSX 22B	PHONE	N/A	BHT0429750	6620	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH04963351	####	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05495099	6610	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05494523	6610	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05495047	6610	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH04877134	####	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DSX 22B	PHONE	N/A	BHT0429758	6620	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05494954	6610	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DSX 22B	PHONE	N/A	BH05505681	6611	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05356641	6610	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05428857	6610	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DSX 22B	PHONE	N/A	BH06278392	6631	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05456770	6610	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DSX 22B	PHONE	N/A	BH05993596	6630	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DSX 22B	PHONE	N/A	BH05643386	6620	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DSX 22B	PHONE	N/A	BH05871870	6630	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05356617	6610	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05495197	6610	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05494591	6610	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DSX 22B	PHONE	N/A	BH05505683	6611	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH05592264	6620	N/A	N/A	N/A	3RD FL	IT Storage	IN	
NEC	DXS 34B	PHONE	N/A	BH06130692	6630	N/A	N/A	N/A	2ND FL	TELECOM	IN	
APC	CS-350	BATTERY	N/A	BB04030326	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	
APC	CS-350	BATTERY	N/A	BB03080135	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	
APC	Back-UPS ES	BATTERY	3B091	N/A	N/A	N/A	N/A	N/A	2ND FL	IT MDF	IN	Old Finance
SMC	EZ HUB	SWITCHES	N/A	T192000827	N/A	N/A	N/A	N/A	3RD FL	IT Storage	IN	
SPRINT	KYOCERA	PHONES	TEN	DURAXT					2ND FL	IT Storage		

DELL	PowerVault NF500	SERVER	N/A	
DELL	PowerEdge 2850	SERVER	N/A	
DELL	PowerEdge 2900	SERVER	N/A	
DELL	PowerVault MD1200	SERVER		2013
DELL	PowerEdge R320	SERVER		2012
DELL	PowerEdge R730	SERVER		2011

N/A	1JF5TG1	3351105361
N/A	1HF6J91	3230206453
N/A	98378C1	20080146673
N/A	4J4JR52	9863953382
N/A	56MPR52	11284861862
CN00CMMN4294551T00PSA00	534VR52	

AGENDA ITEM REPORT



To: commission
Subject: Budget Amendment - FY21
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

FINANCIAL IMPACT:

None

RECOMMENDATION:

Approval of Budget Amendment

Town of Pembroke Park Florida



**Fiscal Year 2021
Budget Amendment
November 23, 2021**

**TOWN OF PEMBROKE PARK
FISCAL YEAR 2020 - 2021 BUDGET SUMMARY**

Description	Adopted Budget 2019-2020	Budget Amendment 2020-2021
GENERAL FUND REVENUES		
Ad Valorem	6,592,457	6,592,457
Local Option Gas Tax	100,000	100,000
Utility Tax	1,211,000	1,211,000
Franchise Fees	874,750	874,750
Licenses & Permits	938,455	938,455
Intergovernmental Revenue	980,324	980,324
State Shared Revenue	556,500	556,500
Charges for Services	364,400	364,400
Fines & Forfeitures	36,000	36,000
Other Revenue	862,005	862,005
Fund Balance Reserves	254,213	254,213
TOTAL GENERAL FUND REVENUES	12,770,104	12,770,104
GENERAL FUND EXPENDITURES BY DEPARTMENT		
Mayor & Commission	434,286	408,836
Administration	1,019,575	1,043,275
Finance	561,052	588,253
Legal	207,500	420,012
Comprehensive Planning	236,000	273,000
Non-Departmental	396,860	550,210
Law Enforcement	3,342,652	3,435,652
Fire Rescue	3,525,607	3,468,607
Building	466,750	472,900
Roads & Streets	456,691	507,091
Code Enforcement	208,569	157,469
Parks & Recreation	508,023	450,023
Capital Outlay	1,065,125	865,736
Capital Projects	341,412	129,040
Debt Service	0	0
Contingency	0	0
Use of Fund Balance Reserve	0	0
TOTAL GENERAL FUND EXPENDITURES	12,770,104	12,770,104
NOTE: LAW ENFORCEMENT AND FIRE RESCUE EXPENDITURES AS A PERCENTAGE OF BUDGET	6,868,259 54%	6,904,259 54%

**TOWN OF PEMBROKE PARK
FISCAL YEAR 2020-2021 BUDGET SUMMARY**

ENTERPRISE FUNDS Description	Adopted Budget 2020-2021	Budget Amendment 2020-2021
Sewer Fund Revenue		
Charges for services	2,810,000	2,810,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	207,929	207,929
Cash Balance Brought Forward	0	0
Total Sewer Fund Revenue	3,017,929	3,017,929
Sewer Fund Expenses		
Financial & Administrative	238,301	224,566
Physical Environment	2,423,962	2,477,698
Capital Projects	140,000	100,000
Debt Service	215,665	215,665
Contingency	0	0
Total Sewer Fund Expenses	3,017,928	3,017,929
DIFFERENCE	0	
Stormwater Fund Revenue		
Charges for services	1,400,000	1,400,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	431,350	431,350
Cash Balance Brought Forward	0	-
Total Stormwater Revenue	1,831,350	1,831,350
Stormwater Fund Expenses		
Financial & Administrative	118,995	121,113
Physical Environment	1,043,018	1,083,259
Capital Projects	400,030	357,671
Contingency	269,307	269,307
Total Stormwater Expenses	1,831,350	1,831,350
DIFFERENCE	0	0
Combined Enterprise Fund Revenue & Expenses		
Enterprise Funds Revenues (Sewer & Stormwater)		
Charges for services	4,210,000	4,210,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	639,279	639,279
Cash Balance Brought Forward	0	-
Total Revenue	4,849,279	4,849,279
Enterprise Funds Expenses (Sewer & Stormwater)		
Financial & Administrative	357,296	345,679
Physical Environment	3,466,980	3,560,957
Capital Projects	540,030	457,671
Debt Service	215,665	215,665
Contingency	269,307	269,307
Total Enterprise Fund Expenses	4,849,278	4,849,279
DIFFERENCE	0	0

**Town of Pembroke Park
General Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Ad Valorem		
001-000310-311001-01-0000	Ad Valorem Taxes	6,592,457	6,592,457
	Total Ad Valorem	6,592,457	6,592,457
001-000310-312410-00-0000	Local Option Fuel Tax	100,000	100,000
	Total Local Option Fuel Tax	100,000	100,000
	Franchise Fee		
001-000310-323100-00-0000	Electric Franchise Fee	575,000	575,000
001-000310-323400-00-0000	Gas Franchise Fee	7,000	7,000
001-000310-323700-00-0000	Garbage Franchise Fee	275,000	275,000
001-000310-323901-00-0000	Towing Franchise Fee	10,000	10,000
001-000310-323902-00-0000	Bus Stop Shelter Franchise Fee	3,500	3,500
001-000310-323903-00-0000	Bus Stop Benches Franchise Fee	4,250	4,250
	Total Franchise Fee	874,750	874,750
	Utility Tax		
001-000310-314100-00-0000	Electric Utility Tax	790,000	790,000
001-000310-314200-01-0000	Communication Tax	149,000	149,000
001-000310-314300-00-0000	Water Utility Tax	260,000	260,000
001-000310-314400-00-0000	Gas Utility Tax	12,000	12,000
	Total Utility Tax	1,211,000	1,211,000
	Licenses & Permits		
001-000320-316000-00-0000	Business Tax Receipts - Local	127,000	127,000
001-000320-321200-00-0000	Business Tax - County	2,500	2,500
100-000320-322001-00-0000	Building Permits	318,150	318,150
100-000320-322001-01-0000	Building Permit - Reinspection Fee	5,000	5,000
100-000320-322001-02-0000	Building Department - Reinstatement Fee	500	500
100-000320-322001-03-0000	Building Inspection Fee	34,100	34,100
100-000320-322002-00-0000	Electrical Permits	34,715	34,715
100-000320-322002-01-0000	Electrical Permits - Reinspection Fee	500	500
100-000320-322002-03-0000	Electrical Inspection Fee	8,585	8,585
100-000320-322003-00-0000	Mechanical Permits	30,000	30,000
100-000320-322003-01-0000	Mechanical Permit - Reinspection Fee	500	500
100-000320-322003-02-0000	Mechanical Inspection Fee	3,385	3,385
100-000320-322004-00-0000	Plumbing Permits	30,000	30,000

**Town of Pembroke Park
General Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
100-000320-322004-01-0000	Plumbing Permit Reinspection Fee	760	760
100-000320-322004-02-0000	Plumbing Inspection Fee	2,830	2,830
001-000320-329001-00-0000	Certificate of Use Permits	28,000	28,000
001-000320-329002-00-0000	Building Inspection Fees	2,000	2,000
001-000320-329002-00-0000	Building Reinspection Fee B.T.R.	5,000	5,000
001-000320-329003-00-0000	Fire Inspection Fees - Business Tax	10,000	10,000
001-000320-329003-01-0000	Fire Inspection Fees - Annual Renewals	30,000	30,000
001-000320-329003-04-0000	Fire Inspection Fees - Permits	15,000	15,000
001-000320-329003-05-0000	Fire Reinspection Fee B. T.R.	1,000	1,000
001-000320-329003-06-0000	Fire Reinspection Fee	25,000	25,000
001-000320-329005-00-0000	Sign Fees	58,000	58,000
001-000320-329006-01-0000	Zoning & Variance & Site Plan Fees	30,000	30,000
001-000320-329007-00-0000	Engineering-Planning Services	5,000	5,000
001-000320-329008-00-0000	Alarm Registration Fees	2,900	2,900
001-000320-329009-00-0000	Radon Fees 10% - Restricted for Education	4,000	4,000
100-000320-329014-00-0000	Plan Review	68,680	68,680
100-000320-329015-00-0000	Processing Fee	52,520	52,520
001-000320-329900-00-0000	Other License, Fees, Permits	2,830	2,830
	Total Licenses & Permits	938,455	938,455
	REVENUES AND RESERVES CONTINUED		
001-000330-335120-00-0000	Municipal Revenue Sharing Program	170,000	170,000
001-000330-335140-00-0000	Mobile Home Licenses	6,500	6,500
001-000330-335150-00-0000	Alcoholic Beverage Licenses	5,000	5,000
001-000330-335180-00-0000	Half Cent Sales Tax	375,000	375,000
	Total State Shared Revenue	556,500	556,500
	Intergovernmental Revenue		
001-000330-331203-00-0000	Federal Grant	482,344	482,344
001-000330-334800-00-0000	Other Grants	497,980	497,980
	Total Intergovernmental Revenue	980,324	980,324
	Charges for Services		
100-000340-341903-00-0000	Certificate of Occupancy Fees	5,050	5,050
100-000340-341903-01-0000	Certificate of Completion	34,350	34,350
001-000340-341905-00-0000	Lien Searches	2,500	2,500
001-000340-342601-00-0000	EMS Transport Collections	275,000	275,000
001-000340-347200-02-0000	Park Facility Rental Preserve	3,000	3,000

Town of Pembroke Park
General Fund Revenue
FY2021

General Ledger Code/Description		FY2021	FY2021
		Approved Budget	Budget Amendment
001-000340-349001-06-0000	Reimbursable Charges - Legal Services	10,000	10,000
001-000340-349001-08-0000	Reimbursable Charges Planning Services	25,000	25,000
001-000350-351002-00-0000	Rec. Vehicle Inspection Fee Revenue	2,500	2,500
001-000350-351003-00-0000	False Alarm Fees	7,000	7,000
	Total Charges for Services	364,400	364,400
	Fines & Forfeitures		
001-000350-351001-00-0000	Local Law Enforcement Trust Fund Fines	1,000	1,000
001-000350-351004-00-0000	Code Enforcement Fines	30,000	30,000
001-000350-359001-00-0000	Other Fines and Forfeitures	5,000	5,000
	Total Fines & Forfeitures	36,000	36,000
	Other Revenue		
001-000360-361100-02-0000	Interest - FL. Dept. Admin. LGIP Investments	18,000	18,000
001-000360-361100-03-0000	Interest/Penalties - Ad Valorem Taxes	10,000	10,000
001-000360-361400-00-0000	Penalty and Late Charges	5,000	5,000
001-000360-361500-00-0000	Garbage Collection Fees OES	10,000	10,000
001-000360-363240-00-0000	Impact Fees - Fire	77,505	77,505
001-000360-369001-00-0000	Other Revenue	631,500	631,500
001-000360-369001-01-0000	Other Revenue Building Department	5,000	5,000
001-000360-369900-00-0000	Other Miscellaneous Revenue	105,000	105,000
	Total Other Revenue	862,005	862,005
001-000000-284000-00-0000	Use Of Fund Balance/Unassigned Reserve	317,600	317,600
Total General Fund Revenue		\$12,833,491	\$12,833,491

**Town of Pembroke Park
Mayor & Commission Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Personal Services		
001-510511-110000-00-0000	Salaries	210,000	173,000
	Total Personal Services	210,000	173,000
	Payroll Expenditures		
001-510511-210000-00-0000	FICA Taxes Expense	16,065	16,065
001-510511-230001-00-0000	Group Insurance Health	53,831	38,831
001-510511-220000-00-0000	Employer Contribution - Retirement Fund	81,000	111,000
001-510511-230001-01-0000	Dental/Vision Insurance	9,889	9,889
001-510511-230001-02-0000	Life Insurance(Standard Insur.Co.)	3,673	3,673
001-510511-230001-03-0000	Long Term Care(John Hancock Co.)	10,076	10,076
001-510511-230001-05-0000	Life Insurance(John Hancock VUL)	4,059	4,059
001-510511-240000-00-0000	Workers' Compensation	437	437
	Total Payroll Expenditures	179,030	194,030
	Operating Expenditures		
001-510511-400001-00-0000	Travel	14,000	14,000
001-510511-410001-00-0000	Cell Phone	6,000	6,000
001-510512-441002-00-0000	Lease Expense - Copy Machine	1,000	1,000
001-510511-450002-00-0000	Insurance - Property & Liability	756	756
001-510511-490006-00-0000	Business Meetings	5,000	5,000
001-510511-490900-00-0000	Misc. Charges	3,000	3,500
001-510511-540001-00-0000	Memberships	4,500	6,000
001-510511-540001-01-0000	Education and Training	1,000	1,000
001-510511-540002-00-0000	Election Services	10,000	4,550
	Total Operating Expenditures	45,256	41,806
Total Personal Services	Total Personal Services	\$ 210,000	\$ 173,000
Total Payroll Expenditures	Total Payroll Expenditures	\$ 179,030	\$ 194,030
Operating Expenditures	Total Operating Expenditures	\$ 45,256	\$ 41,806
Total Mayor & Commission	TOTAL Mayor & Commission	\$ 434,286	\$ 408,836

**Town of Pembroke Park
Administration Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Personal Services		
001-510512-120000-00-0000	Salaries	563,730	588,730
001-510512-140000-00-0000	Overtime	1,500	1,500
	Total Personal Services	565,230	590,230
	Payroll Expenditures		
001-510512-210000-00-0000	FICA Taxes Expense	42,623	44,123
001-510512-220000-00-0000	Employee Retirement Expense	114,053	126,053
001-510512-230001-00-0000	Group Insurance	96,895	96,895
001-510512-230001-01-0000	Dental/Vision Insurance	14,353	14,353
001-510512-230001-02-0000	Life Insurance(Standard Insur.Co.)	7,345	9,845
001-510512-230001-05-0000	Life Insurance(John Hancock VUL)	12,343	12,343
001-510512-240000-00-0000	Workers' Compensation	1,311	1,311
001-510512-250000-00-0000	Unemployment Compensation Expense		
	Total Payroll Expenditures	288,923	304,923
	Operating Expenditures		
001-510512-340006-01-0000	Town Hall Janitorial Services	3,900	3,900
001-510512-340007-00-0000	Contractual Services- BTR Structural	5,000	8,350
001-510512-340011-00-0000	HR Management Services	90,000	90,000
001-510512-400001-00-0000	Travel	7,500	3,800
001-510512-410001-00-0000	Cellular Phones	3,600	4,300
001-510512-441001-00-0000	Lease Expense - Vehicles	6,000	-
001-510512-441002-00-0000	Lease Expense - Copy Machine	2,000	2,000
001-510512-450002-00-0000	General Liability - Property Insurance	5,422	5,422
001-510512-460010-00-0000	Misc. Maintenance - Car & Buildings	2,000	500
001-510512-470000-00-0000	Printing	2,000	250
001-510512-490002-00-0000	Misc. Charges	7,500	14,000
001-510512-490006-00-0000	Business Meetings/Meals	1,000	2,100
001-510512-510001-00-0000	Office Supplies	9,000	5,500
001-510512-521001-00-0000	Vehicle Expense - Gasoline	1,000	-
001-510512-540001-00-0000	Memberships/Subscriptions	3,500	5,500
001-510512-540003-00-0000	Education and Training	6,000	1,000
001-510512-541002-00-0000	Employee - Tuition Assistance	10,000	1,500
	Total Operating Expenditures	165,422	148,122
Total Personal Services		\$ 565,230	\$ 590,230
Total Payroll Expenditures		\$ 288,923	\$ 304,923
Total Operating Expenditures		\$ 165,422	\$ 148,122
TOTAL ADMINISTRATION		\$ 1,019,575	\$ 1,043,275

**Town of Pembroke Park
Finance Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
Personal Services			
001-510513-120000-00-0000	Salaries	337,433	353,933
001-510513-140000-00-0000	Overtime	2,000	1,250
	Total Personal Services	339,433	355,183
Payroll Expenditures			
001-510513-210000-00-0000	FICA Taxes Expense	25,814	25,814
001-510513-220000-00-0000	Employee Retirement Expense	54,581	63,181
001-510513-230001-00-0000	Group Insurance	53,831	53,500
001-510513-230001-01-0000	Dental Insurance/Vision	6,745	6,745
001-510513-230001-02-0000	Life Insurance(Standard Insur. Co)	5,707	4,988
001-510513-230001-03-0000	Long Term Care(John Hancock Co.)	2,005	3,000
001-510513-230001-05-0000	Life Insurance(John Hancock VUL)	597	597
001-510513-240000-00-0000	Workers' Compensation	437	437
	Total Payroll Expenditures	149,716	158,262
Operating Expenditures			
001-510513-320001-00-0000	Recurring Audit Costs	45,000	49,000
001-510513-340006-01-0000	Contractual Service	7,000	4,000
001-510513-340007-000000	Contractual Service - Software Maintenance	6,000	6,500
001-510513-400001-00-0000	Travel	2,500	-
001-510513-410001-00-0000	Cellular Phones	1,000	525
001-510513-441002-00-0000	Lease Expense-Copiers	1,000	1,475
001-510513-450002-00-0000	General Liability - Property Insurance	2,903	2,903
001-510513-460900-00-0000	Maintenance and Repair	500	500
001-510513-470000-00-0000	Printing and Forms	1,000	2,300
001-510513-490006-00-0000	Business Meetings/Meals	500	-
001-510513-490900-00-0000	Misc. Charges	500	1,605
001-510513-510001-00-0000	Office Supplies	2,000	2,800
001-510513-540001-00-0000	Memberships	1,000	2,000
001-510513-541900-00-0000	Education and Training/Registration&Books	1,000	1,200
	Total Operating Expenditures	71,903	74,808
Total Personal Services		\$ 339,433	\$ 355,183
Total Payroll Expenditures		\$ 149,716	\$ 158,262
Total Operating Expenditures		\$ 71,903	\$ 74,808
TOTAL FINANCE		\$ 561,052	\$ 588,253

Town of Pembroke Park
Legal Department
FY2021

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Operating Expenditures		
	Personal Services		
001-510514-120000-00-0000	Salaries	-	158,034
	Total Personal Services	-	158,034
	Payroll Expenditures		
001-510514-210000-00-0000	FICA Taxes Expense		11,423
001-510514-220000-00-0000	Employee Retirement Expense		22,128
001-510514-230001-00-0000	Group Insurance		10,571
001-510514-230001-01-0000	Dental Insurance/Vision		1,655
001-510514-230001-02-0000	Life Insurance(Standard Insur. Co)		1,994
001-510514-230001-05-0000	Long Term Care(John Hancock Co.)		2,671
	Total Payroll Expenditures	-	50,443
	Operating Expenditures		
001-510514-303003-00-0000	Misc. Reimbursable Expenses	10,000	-
001-510514-340003-01-0000	Contractual Services - Legal-Retainer	100,000	-
001-510514-340003-02-0000	Contractual Services - Legal-Non Retainer	90,000	189,455
001-510514-400001-00-0000	Travel		350
001-510514-410001-00-0000	Cellular Phones		530
001-510514-441001-00-0000	Lease Expense - Vehicles		3,000
001-510514-480001-00-0000	Advertising	7,500	7,200
001-510514-490900-00-0000	Misc. Charges		7,900
001-510514-541900-00-0000	Education and Training/Registration&Books		700
001-510514-540001-00-0000	Memberships		2,400
	Total Operating Expenditures	207,500	211,535
Total Personal Services			\$ 158,034
Total Payroll Expenditures		\$ -	\$ 50,443
Total Operating Expenditures		\$ 207,500	\$ 211,535
TOTAL LEGAL		\$ 207,500	\$ 420,012

**Town of Pembroke Park
Planning & Zoning
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
Operating Expenditures			
Personal Services			
001-510515-120000-00-0000	Salaries	-	66,543
Total Personal Services		-	66,543
Payroll Expenditures			
001-510515-210000-00-0000	FICA Taxes Expense		5,174
001-510515-220000-00-0000	Employee Retirement Expense		6,239
001-510515-230001-00-0000	Group Insurance		6,025
001-510515-230001-01-0000	Dental Insurance/Vision		1,055
001-510515-230001-02-0000	Life Insurance(Standard Insur. Co)		1,050
001-510515-230001-05-0000	Long Term Care(John Hancock Co.)		1,500
Total Payroll Expenditures		-	21,043
Operating Expenditures			
001-510515-303003-00-0000	Misc. Reimbursable Expenses	25,000	38,814
001-510515-340004-00-0000	Contractual Services - Planning	200,000	135,000
001-510515-340004-00-3000	Contractual Services - Legislative Services	10,000	9,200
001-510515-410001-00-0000	Cellular Phones		500
001-510515-490900-00-0000	Misc. Expense		1,700
001-510515-510001-00-0000	Office Supplies		200
001-510515-522001-00-0000	Board Expenses - Planning & Zoning Board	1,000	-
Total Operating Expenditures		236,000	185,414
Total Personal Services			\$ 66,543
Total Payroll Expenditures		\$ -	\$ 21,043
Total Operating Expenditures		\$ 236,000	\$ 185,414
TOTAL PLANNING & ZONING		\$ 236,000	\$ 273,000

**Town of Pembroke Park
Non-Departmental/General Government
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
001-510519-340004-00-0000	Various Contractual Services	25,000	33,100
001-510519-340006-05-0000	Contractual Services/Town Hall-Pest Control	3,500	3,500
001-510519-340007-00-0000	Contractual Services/Computer Related Service	60,000	62,200
001-510519-410001-00-0000	Telephone/cellular	2,500	3,650
001-510519-410003-00-0000	Town Hall Line Charge/Internet Connection	37,000	42,500
001-510519-411003-00-0000	Postage-shipping-FedEx	8,000	12,100
001-510519-430001-00-0000	Electricity Town Hall	38,000	43,500
001-510519-431001-00-0000	Water - Town Hall	5,000	10,100
001-510519-441002-00-0000	Lease Expense - Postage Machine and Other	1,000	1,000
001-510519-450002-00-0000	Insurance Expense - General Liability/Prop.	3,260	3,260
001-510519-460010-00-0000	Maintenance & Repair Car, Building, Equipment	17,500	30,500
001-510519-460011-00-0000	Maintenance - Repair-3rd Floor	2,500	3,300
001-510519-480003-00-0000	Donations	10,000	4,000
001-510519-490001-00-0000	Lobbying Expense	130,600	118,700
001-510519-490003-00-0000	Misc. Charges	50,000	170,600
001-510519-520900-00-0000	Misc. Market Supplies/Office Supplies	3,000	8,200
TOTAL NON DEPARTMENTAL		\$ 396,860	\$ 550,210

**Town of Pembroke Park
Law Enforcement
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
001-520521-120000-00-0000	Salaries	-	83,896
	Total Personal Services	-	83,896
	Payroll Expenditures		
001-520521-210000-00-0000	FICA Taxes Expense		6,393
001-520521-230001-00-0000	Group Insurance		11,070
001-520521-230001-02-0000	Life Insurance(Standard Insur. Co)		903
001-520521-230001-03-0000	Long Term Care(John Hancock Co.)		1,002
	Total Payroll Expenditures	-	19,368
	Operating Expenditures		
001-520521-340001-00-0000	Contractual Services - Law Enforcement	3,327,652	3,289,650
001-520521-410001-00-0000	Cellular Phones		463
001-520521-490900-00-0000	Misc. Charges		35,675
001-520521-540001-00-0000	Memberships		1,600
001-520521-520900-01-0000	LLETF - Explorer Program	10,000	-
001-520521-520900-04-0000	BSO - Traffic Enforcement	5,000	5,000
	Total Operating Expenditures	-	3,342,652
	Total Personal Services		\$ 83,896
	Total Payroll Expenditures	\$ -	\$ 19,368
	Total Operating Expenditures	\$ 3,342,652	\$ 3,332,388
	TOTAL POLICE	\$ 3,342,652	\$ 3,435,652

**Town of Pembroke Park
Fire Rescue
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
001-520522-340002-00-0000	Contractual Services - Fire Rescue	3,525,607	3,468,607
TOTAL FIRE RESCUE		\$ 3,525,607	\$ 3,468,607

**Town of Pembroke Park
Building Department
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
100-524524-120000-00-0000	Full time Salaries	183,989	247,000
100-524524-140000-00-0000	Overtime	4,000	-
	Total Personal Services	187,989	247,000
	Payroll Expenditures		
100-524524-210000-00-0000	FICA Taxes Expense	14,075	17,745
100-524524-220000-00-0000	Employee Retirement Expense	28,773	28,500
100-524524-230001-00-0000	Group Insurance	32,298	17,000
100-524524-230001-01-0000	Dental/Vision Insurance	1,319	1,319
100-524524-230001-02-0000	Life Insurance (Standard Insur.Co.)	2,201	2,500
100-524524-230001-03-0000	Long Term Care(John Hancock Co.)	1,920	2,000
100-524524-230001-05-0000	Life Insurance (John Hancock VUL)	1,500	-
100-524524-240000-00-0000	Workers' Compensation	1,747	1,800
	Total Payroll Expenditures	83,834	70,864
	Operating Expenditures		
100-524524-340006-01-0000	Contractual Service-Town Hall/Janitorial	4,000	4,000
100-524524-340007-00-0000	Contractual Service-Software Maint. Fees	5,000	
100-524524-340012-01-0000	Contractual Service-Building Dept Elect	38,000	28,500
100-524524-340012-02-0000	Contractual Service-Building Dept Plumb	13,000	21,500
100-524524-340012-03-0000	Contractual Service-Building Dept Mech	24,000	30,000
100-524524-340012-99-0000	Contractual Service-Building Dept Structural	39,000	20,400
100-524524-340013-00-0000	Contractual Services-User Fees INK FORCE	6,000	9,400
100-524524-400001-00-0000	Travel	3,000	-
100-524524-410001-00-0000	Cell Phone	3,700	2,550
100-524524-441002-01-0000	Lease Expense-Copier	1,500	600
100-524524-450002-00-0000	Insurance- Property & Liability	7,017	7,017
100-524524-460011-00-0000	Maint. & Car Repair Car Bldg & Equipment	1,000	100
100-524524-470000-00-0000	Printing and Forms	1,000	500
100-524524-490900-00-0000	Misc. Charges	33,960	6,500
100-524524-520003-000000	Uniforms	2,000	3,400
100-524524-510001-00-0000	Office Supplies	6,000	1,319
100-524524-521001-00-0000	Vehicle Expense-Gasoline Costs	1,000	250
100-524524-540001-00-0000	Membership Subscriptions	750	19,000
100-524524-541900-00-0000	Education and Training	5,000	-
	Total Operating Expenditures	194,927	155,036
Total Personal Services		\$ 187,989	\$ 247,000
Total Payroll Expenditures		\$ 83,834	\$ 70,864
Total Operating Expenditures		\$ 194,927	\$ 155,036
TOTAL BUILDING		\$ 466,750	\$ 472,900

**Town of Pembroke Park
Code Enforcement
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
001-539539-120000-00-0000	Full time Salaries	103,985	75,431
001-539539-140000-00-0000	Overtime	2,000	-
	Total Personal Services	105,985	75,431
	Payroll Expenditures		
001-539539-210000-00-0000	FICA Taxes Expense	7,955	5,250
001-539539-220000-00-0000	Employee Retirement Expense	20,026	7,900
001-539539-230001-00-0000	Group Insurance	21,532	27,500
001-539539-230001-01-0000	Dental/Vision Insurance	3,134	3,134
001-539539-230001-02-0000	Life Insurance(Standard Insur. Co)	1,866	1,866
001-539539-230001-03-0000	Long Term Care(John Hancock Co.)	1,140	1,140
001-539539-240000-00-0000	Workers' Compensation	1,747	1,747
	Total Payroll Expenditures	57,401	48,538
	Operating Expenditures		
001-539539-340006-01-0000	Town Hall - Janitorial	3,900	3,900
001-539539-340007-00-0000	Contractual Services	5,400	1,800
001-539539-400002-00-0000	Travel - Hotel, Air fare, Mileage, Tolls, Meals	2,500	500
001-539539-410001-00-0000	Cell Phones	3,000	1,200
001-539539-410003-00-0000	Town Hall Line Charge / Internet Connection	1,200	-
001-539539-441003-00-0000	Lease Expense - Copier	1,000	-
001-539539-450002-00-0000	Insurance - Property Liability	6,123	6,125
001-539539-470000-00-0000	Printing and Forms	2,500	850
001-539539-490900-00-0000	Misc. Charges	1,500	2,200
001-539539-510001-00-0000	Office Supplies	5,000	2,250
001-539539-520003-00-0000	Uniform Expense	800	1,050
001-539539-521001-00-0000	Vehicle Expense - Gasoline	3,000	1,150
001-539539-521002-00-0000	Vehicle Expense - Maintenance & Repair	1,000	675
001-539539-522001-00-0000	Board Expenses - Code & P& Z Boards	4,635	700
001-539539-540001-00-0000	Memberships	625	9,800
001-539539-541900-00-0000	Education and Training-Other	3,000	1,300
	Total Operating Expenditures	45,183	33,500
Total Personal Services		\$ 105,985	\$ 75,431
Total Payroll Expenditures		\$ 57,401	\$ 48,538
Total Operating Expenditures		\$ 45,183	\$ 33,500
TOTAL CODE ENFORCEMENT		\$ 208,569	\$ 157,469

**Town of Pembroke Park
Roads & Streets Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Personal Services		
001-530541-120000-00-0000	Full-Time Salaries	205,192	187,645
001-530541-140000-00-0000	Overtime	3,500	460
	Total Personal Services	208,692	188,105
	Payroll Expenditures		
001-530541-210000-00-0000	FICA Taxes Expense	15,744	13,380
001-530541-220000-00-0000	Employee Retirement Expense	25,490	23,790
001-530541-230001-00-0000	Group Insurance	42,865	46,580
001-530541-230001-01-0000	Dental/Vision Insurance	6,774	5,600
001-530541-230001-02-0000	Life Insurance(Standard Insur. Co)	3,071	3,280
001-530541-230001-03-0000	Long Term Care(John Hancock Co.)	3,240	3,240
001-530541-230001-05-0000	Life Insurance(John Hancock VUL)	2,702	1,915
001-530541-240000-00-0000	Workers' Compensation	7,427	7,565
	Total Payroll Expenditures	107,312	105,350
	Operating Expenditures		
001-530541-340006-01-0000	Town Hall Janitorial	3,900	3,900
001-530541-400002-00-0000	Travel	1,000	-
001-530541-410001-00-0000	Cellular Phones	2,400	1,925
001-530541-430009-00-0000	Electricity - Outdoor Lighting	36,000	37,944
001-530541-431006-00-0000	Water - Public Works	500	50
001-530541-440001-00-0000	Rental Expense Equipment - copier	1,000	650
001-530541-450002-00-0000	Insurance Expense Prop-General Liability	26,187	26,187
001-530541-460060-00-0000	Maintenance - Equipment	40,000	107,220
001-530541-490900-00-0000	Misc. Charges	15,000	8,835
001-530541-510001-00-0000	Office Supplies	2,000	1,555
001-530541-520003-00-0000	Uniform Expense	1,200	1,145
001-530541-521001-00-0000	Vehicle Expense - Gasoline	10,000	11,435
001-530541-540004-00-0000	Membership/subscriptions & Dues	500	11,565
001-530541-541001-00-0000	Education/Training	1,000	1,225
	Total Operating Expenditures	140,687	213,636
Total Personal Services		\$ 208,692	\$ 188,105
Total Payroll Expenditures		\$ 107,312	\$ 105,350
Total Operating Expenditures		\$ 140,687	\$ 213,636
TOTAL ROADS & STREETS		\$ 456,691	\$ 507,091

**Town of Pembroke Park
Parks & Recreation Department
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
Personal Services			
001-570572-110000-00-0000	Full time Salaries	213,057	177,057
001-570572-140000-00-0000	Overtime	15,000	15,000
	Total Personal Services	228,057	192,057
Payroll Expenditures			
001-570572-210000-00-0000	FICA Taxes Expense	16,346	16,346
001-570572-220000-00-0000	Employee Retirement Expense	19,306	19,306
001-570572-230001-00-0000	Group Insurance	43,065	43,065
001-570572-230001-01-0000	Dental/Vision Insurance	8,084	8,084
001-570572-230001-02-0000	Life Insurance(Standard Insur. Co)	3,451	3,451
001-570572-230001-03-0000	Long Term Care(John Hancock Co.)	2,424	2,424
001-570572-230001-05-0000	Life Insurance(John Hancock VUL)	1,500	1,500
001-570572-240000-00-0000	Workers' Compensation	6,116	6,241
	Total Payroll Expenditures	100,292	100,416
Operating Expenditures			
001-570572-340006-05-0000	Contractual Services	2,000	2,975
001-570572-410001-00-0000	Cellular Phones & Beepers	1,500	1,500
001-570572-410005-00-0000	Phone Line - Behan Park	3,200	3,200
001-570572-410006-00-0000	Phone Line - Oglesby Preserve	800	6,000
001-570572-430003-00-0000	Electricity	16,000	16,000
001-570572-431003-00-0000	Water Charge	5,400	5,400
001-570572-450002-00-0000	Insurance - Property Liability	14,475	14,475
001-570572-460900-00-0000	Maintenance Repair Cars, Buildings, Equipment	25,000	25,400
001-570572-510001-00-0000	Office Supplies	400	400
001-570572-520003-00-0000	Uniform Expense	1,000	1,000
001-570572-520900-00-0000	Misc. Charge	7,500	7,500
001-570572-521001-00-0000	Gasoline Costs	4,000	4,000
001-570572-541001-00-0000	Memberships, dues, and subscriptions	900	900
001-570572-541001-00-0000	Education & Training, Registration, Books	1,000	1,225
	Pembroke Park Community Events	37,000	31,075
001-570572-640000-00-9049	Health Fair Festival - \$10,000		
001-570572-640000-00-9051	Egg Hunt - \$6,000		
001-570572-640000-00-9052	Toy Drive \$4,000		
001-570572-640000-00-9053	Turkey Drive - \$6,000		
001-570572-640000-00-9076	Walk A Thon - \$1,000		
001-570572-640000-00-9070	Kids Day Fall Festival - \$2,500		
001-570572-640000-00-9062	Food Distribution Farm Share - \$2,000		
001-570572-640000-00-9058	School Supply Drive \$3,500		
001-570572-640000-00-9066	Little Library Dispensers -\$2,000		
	Agro - Eco Community Garden & Centers	32,500	9,500
001-570572-640000-00-9055	Community Garden - \$25,000		
001-570572-640000-00-9056	Maculele Miami Brazilian Arts Institute - \$500		
001-570572-640000-00-9057	Relay for Life Event - \$2,000		
001-570572-640000-00-9059	Church of Christ - \$1,500		
001-570572-640000-00-9071	Club Richelieu - \$1,000		
	Florida International Trade & Cultural Expo (FITCE) - \$2,500		
001-570572-640000-00-9060	Newsletter Mailings	10,000	10,000
001-570572-640000-00-9063	Holiday Party	4,500	4,500
001-570572-640000-00-9064	Pet Fair	5,000	5,000
001-570572-640000-00-9075	Promotions All Community Events	7,500	7,500
	Total Operating Expenditures	179,675	157,550
Total Personal Services		\$ 228,057	\$ 192,057
Total Payroll Expenditures		\$ 100,292	\$ 100,416
Total Operating Expenditures		\$ 179,675	\$ 157,550
TOTAL PARKS		\$ 508,023	\$ 450,023

**Town of Pembroke Park
Capital Outlay & Equipment
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	COMMISSION		
001-510511-640003-00-0000	Machinery & Equipment (over 250.00)		6,482
	TOTAL COMMISSION	-	6,482
	ADMINISTRATION		
001-510512-640003-00-0000	Machinery and Equipment		22,755
001-510512-640003-00-0000	Vehicle Purchase		
	TOTAL ADMINISTRATION	-	22,755
	FINANCE		
001-510514-640003-00-0000	Machinery & Equipment		5,125
	TOTAL FINANCE	-	5,125
	LEGAL		
001-510515-640003-00-0000	Machinery & Equipment		5,315
	TOTAL FINANCE	-	5,315
	PLANNING & ZONING		
001-510513-640003-00-0000	Machinery & Equipment		450
	TOTAL FINANCE	-	450
	NON DEPARTMENTAL		
001-510519-640003-00-0000	Equipment, Security, Holiday Deco (+250)	10,000	5,415
001-530541-640000-00-9075	Fire & EMS Study Project #9075	25,000	-
001-530541-640000-00-9078	Town Hall Hardening Project	643,125	21,225
001-520521-640003-00-0000	Machinery and Equipment - Start up - POLICE		195,000
001-530541-640000-00-9077	Town Hall Restroom Improvements		27,295
	Renovation Town Hall - 3rd Floor		
001-510519-640003-00-9077	Hardware and Software Replacement	48,000	89,000
	TOTAL NON DEPARTMENTAL	726,125	337,935
	BUILDING		
001-524524-640003-00-0000	Machinery and Equipment	5,000	356,000
001-524524-640003-00-0000	Vehicle Purchase	50,000	-
	TOTAL BUILDING	55,000	356,000
	ROADS & STREETS		
001-530541-640003-00-0000	Machinery and Equipment	10,000	14,800
	County Line Rd Bike Path Sw 52 - SW 56th Ave	90,000	90,000
	SW 52nd Ave Complete Streets	144,000	-
	Bike Lanes & Sidewalk Improvements	30,000	18,236
	TOTAL ROADS & STREETS	274,000	123,036
	CODE ENFORCEMENT		
001-539539-640003-00-0000	Machinery & Equipment(over 250.00)		2,500
	TOTAL CODE ENFORCEMENT	-	2,500
	PARKS & RECREATION		
001-570572-640003-00-0000	Machinery and Equipment Community Garden (irrigation, signage)	10,000	6,138
	TOTAL PARKS AND RECREATION	10,000	6,138
Total Capital Outlay & Equipment		\$ 1,065,125	\$ 865,736

**Town of Pembroke Park
Capital Projects
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	PARKS & RECREATION		
001-570572-640000-00-9069	Community Garden Water Irrigation System Project #9069	10,000	540
001-570572-640000-00-9073	Parks Recreation Hall Concrete Slab Project #9073	4,000	
	Ryan Park - Canopy	45,000	5,000
	Howard Clark Sr Linear Walkway	12,500	12,500
	Olgesby Preserve Linear Walkway	65,000	-
001-570572-640000-00-9082	45 Year CDBG Tot Lot Playground Project Olgesby Preserve	105,400	111,000
	46 Year CDBG Olgesby Preserve Lighting (II)	99,512	-
	TOTAL PARKS AND RECREATION	341,412	129,040
Total Capital Outlay		\$ 341,412	\$ 129,040

**Town of Pembroke Park
Sewer Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Operating Revenue		
400-000340-343501-00-0000	Sewer Service Charges	2,725,000	2,725,000
400-000340-343502-00-0000	Fixture Charges	75,000	75,000
400-000340-343503-00-0000	Sewer Hookup Fees	10,000	10,000
400-000360-369900-00-0000	Other Misc. Revenue	-	-
	Total Operating Revenue	2,810,000	2,810,000
	Non Operating Revenue		
400-000360-361100-02-0000	Interest Revenue LGIP	20,000	20,000
400-000360-363230-00-0000	Impact Fees Physical Environment	187,929	187,929
	Total Non Operating Revenue	207,929	207,929
	Fund Balance Reserve	-	-
	Total Operating Revenue	2,810,000	2,810,000
	Total Non Operating Revenue	207,929	207,929
	Fund Balance Reserve	-	-
Total Sewer Fund Revenue		\$ 3,017,929	\$ 3,017,929

**Town of Pembroke Park
Sewer Fund Expense
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
400-530535-120000-00-0000	Regular Full Time Salary	354,932	276,256
400-530535-140000-00-0000	Overtime	10,000	10,000
	Total Personal Services	364,932	286,256
	Payroll Expenses		
400-530535-210000-00-0000	FICA Taxes	27,152	27,152
400-530535-220000-00-0000	Employee Retirement Expense	50,406	50,406
400-530535-230001-00-0000	Group Insurance - Health	53,831	53,831
400-530535-230001-01-0000	Group Insurance - Dental & Vision	4,284	4,284
400-530535-230001-02-0000	Group Life Insurance - SIC	4,743	4,743
400-530535-230001-03-0000	Long Term Care Insurance - JHC	1,944	1,944
400-530535-230001-04-0000	Other Post Employment Benefits		
400-530535-230001-05-0000	Life Insurance - JHC VUL	3,794	3,794
400-530535-240000-00-0000	Workers' Compensation	14,854	14,854
	Total Payroll Expenses	161,007	161,007
	Operating Expenses		
400-530535-310002-00-0000	Professional Services Engineering		80,000
400-530535-340003-02-0000	Contractual Services - Legal Non Retainer		-
400-530535-340009-01-0000	Sewer Maintenance & Treatment-Hollywood	1,135,000	1,157,000
400-530535-340009-02-0000	Misc. Contractual Services - Sewer Dept.	15,000	15,000
400-530535-400001-00-0000	Travel	2,000	2,000
400-530535-410001-00-0000	Cellular Phones/ Beepers	3,000	3,000
400-530535-410009-00-0000	Telephone Lines	-	-
400-530535-430007-00-0000	Electricity-Sewer Pumps	35,000	39,000
400-530535-431006-00-0000	Water - Public Works	22,000	23,000
400-530535-450002-00-0000	Insurance - Property & Liability FLC	42,824	43,500
400-530535-460050-00-0000	Maintenance - Lift Stations	50,000	50,000
400-530535-460900-00-0000	Maintenance and Repair Car Bldg. & Equip.	80,000	80,000
400-530535-490005-00-0000	Bad Debt Expense		-
400-530535-490900-00-0000	Misc. Charges	20,000	23,000
400-530535-520003-00-0000	Operating Supplies - Uniform Expense	1,000	1,000
400-530535-521001-00-0000	Vehicle Expense - Gasoline	5,000	5,000
400-530535-540001-00-0000	Memberships	2,000	9,000
400-530535-541001-00-0000	Education & Training, Registration, Books	2,000	3,000
400-530535-581000-00-0000	Administrative Services GF Cost	421,500	421,500
400-530535-800000-00-0000	Depreciation/Amortization Expense	300,000	300,000
	TOTAL OPERATING EXPENSES	2,136,324	2,255,000
	CAPITAL PROJECTS		
400-530535-460050-00-0000	Maintenance - Lift Stations I&I	100,000	46,000
400-530535-640003-00-0000	New Sewer Truck		14,000
	Master Plan Update	40,000	40,000
400-530535-640005-00-0000	Federal and State Grant Match Funds		-
	Total Capital Projects	140,000	100,000
	Debt Service		
400-530535-710000-00-0000	Debt Service - Principal Payment	39,000	39,000
400-530535-720000-00-0000	Debt Service - Sinking Fund Interest	89,731	89,731
400-530538-730000-00-0000	Debt Service - Reserve Account	12,912	12,912
400-530538-730000-01-0000	Debt Service - S/T Assests Reserve	74,022	74,022
	Total Debt Service	215,665	215,665
	Total Personal Services	\$ 364,932	\$ 286,256
	Total Payroll Expenses	\$ 161,007	\$ 161,007
	Total Operating Expenses	\$ 2,136,324	\$ 2,255,000
	Total Capital Projects	\$ 140,000	\$ 100,000
	Total Debt Service	\$ 215,665	\$ 215,665
	Total Sewer Fund Expenses	\$ 3,017,929	\$ 3,017,929

**Town of Pembroke Park
Storm Water Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Operating Revenue		
401-000340-343801-00-0000	Stormwater Management Utility Fees	1,400,000	1,400,000
	Total Operating Revenue	1,400,000	1,400,000
	Non Operating Revenue		
401-000330-331204-00-0000	41st Year CDBG - Phase I-Drainage Improvements for SW 25th Street and Park Road - Project # 3350	-	-
'401-000330-331204-00-0000	42nd Year CDBG - Phase II-Drainage Improvements for SW 25th Street and Park Road - Project # 3351	-	-
'401-000330-331204-00-0000	John P. Lyons Phase II Engineering and Design Project #3354	89,252	89,252
'401-000330-331204-00-0000	S.W. 25th St. Stormwater Improvements Phase III Project #3355	113,271	113,271
	County Line Road Stormwater Connection	90,000	90,000
401-000360-361100-02-0000	Interest Revenue LGIP	20,000	20,000
401-000360-363230-00-0000	Impact Fee Revenue Physical Environment	118,827	118,827
	Total Non Operating Revenue	431,350	431,350
401-000000-282000-00-0000	Use of Fund Balance Reserve		-
401-000000-282000-01-0000	Use of Unexpended Prior Year Funds Carry Over	-	-
	Total Operating Revenue	1,400,000	1,400,000
	Total Non Operating Revenue	431,350	431,350
Total Storm Water Fund Revenues		\$ 1,831,350	\$ 1,831,350

Town of Pembroke Park
Storm Water Fund Expense
FY2021

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
401-530538-120000-00-0000	Salaries	203,369	210,269
401-530538-140000-00-0000	Overtime	10,000	3,100
	Total Personal Services	213,369	213,369
	Payroll Expenses		
401-530538-210000-00-0000	FICA Taxes	15,558	15,558
401-530538-220000-00-0000	Employee Retirement Expense	20,337	22,000
401-530538-230001-00-0000	Group Insurance - Health	32,298	30,635
401-530538-230001-01-0000	Group Insurance - Dental & Vision	5,944	5,944
401-530538-230001-02-0000	Group Life Insurance - SIC	3,581	3,581
401-530538-230001-03-0000	Long Term Care Insurance - JHC	1,680	1,680
401-530538-230001-04-0000	Other Post Employment Benefits		
401-530538-230001-05-0000	Life Insurance - JHC VUL	2,094	2,094
401-530538-240000-00-0000	Workers' Compensation	9,611	9,611
	Total Payroll Expenses	91,103	91,103
	Operating Expenses		
401-530538-340003-02-0000	Legal/Non Retainer	4,000	4,000
401-530538-340005-00-0000	Engineering	5,000	3,500
401-530538-340011-00-0000	Professional Services	5,000	5,000
401-530538-410001-00-0000	Cell phones/Beepers	1,000	1,200
401-530538-430006-00-0000	Electricity - Drainage Pumps	25,000	38,000
401-530538-450001-00-0000	Insurance Expense FLC	-	-
401-530538-450002-00-0000	Insurance Expense Prop-General Liability	38,541	39,000
401-530538-460900-00-0000	Maintenance and Repair - Cars, Building & Other	50,000	63,500
401-530538-490900-00-0000	Misc. Charges	15,000	23,500
401-530538-520003-00-0000	Uniform Expense	500	500
401-530538-541001-00-0000	Memberships, Subscriptions and Dues	1,000	9,200
401-530538-541002-00-0000	Education & Training, Registration, Books	2,500	2,500
401-530538-581000-00-0000	Administrative Services GF Cost Allocation	210,000	210,000
401-530538-640001-00-9068	Hurricane IRMA	-	-
401-530538-800000-00-0000	Depreciation Expense	500,000	500,000
	Total Operating Expenses	857,541	899,900
	Capital Projects		0
401-530538-640001-00-0000	Machinery and Equipment New Stormwater Truck		5,200
401-941002-693200-00-3342	Meekins Lake Dredge and Fill Project # 3342		0
401-941002-693200-00-3352	County Line Rd. Stormwater and Sidewalk Engineering and Design Project #3353	119,002	119,002
401-941002-693200-00-3353	S.W. 25th St. Pump Station Project #3353		-
401-941002-693200-00-3354	John P. Lyons Phase II Engineering and Design Project #3354		-
401-941002-693200-00-3355	S.W. 25th St. Stormwater Improvements Phase III Project #3355	151,028	143,469
	County Line Road Stormwater Connection	90,000	90,000
	Master Plan Update	40,000	-
401-941002-693200-00-0000	Federal and State Grant Match Funds		0
	Total Capital Projects	400,030	357,671
	Total Personal Expenses	\$ 213,369	\$ 213,369
	Total Payroll Expenses	\$ 91,103	\$ 91,103
	Total Operating Expenses	\$ 857,541	\$ 899,900
	Total Capital Projects	\$ 400,030	\$ 357,671
	Total Storm Water Fund Expenses	\$ 1,562,043	\$ 1,562,043