



AGENDA

SPECIAL COMMISSION MEETING

6:00 PM - Wednesday, January 5, 2022

Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6. PRESENTATIONS	
6.1. Lobbyist update - Lobbyist Sigerson	5 - 16
Legislative Update	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell	17 - 31
Special Commission Meeting - December 15, 2021	
Workshop Commission Meeting - December 15, 2021	
12 15 2021 SPECIAL COMMISSION MINUTES	
12 15 2021 Workshop Commission Meeting	
7.2. Bills over \$10,000 - Finance Director Taubenfeld	33 - 35
Bills Over \$1500 January 5th 2021	
FINANCE REVISED 01 04 2022 Bills Over \$1500 January 5th 2021	
8. RESOLUTIONS	
9. ORDINANCES/PUBLIC HEARING	
9.1. 2ND PUBLIC HEARING	37 - 113
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.

Approve the Ordinance on Second Reading

[Agenda Item Report - AIR-21-293 - Pdf](#)

9.2. **PUBLIC HEARING**

115 - 184

21-V-01 / 3804 SW 52 Avenue / Request for a Variance from Section Sec. 28-126(a) requiring a 25-foot front setback for a plot used for dwelling purposes in the RM-16A Zoning District. - Town Planner Siegel

RESOLUTION 2022-001

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **GRANTING A VARIANCE WAIVING THE SETBACK REQUIREMENTS OF SECTION 28-75(a)(1) OF THE TOWN CODE OF PEMBROKE PARK FOR THE PROPERTY LOCATED AT 3804 SW 52 AVENUE;** SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Approve the requested variance from Section Sec. 28-126(a) requiring a 25-foot front setback for a plot used for dwelling purposes in the RM-16A Zoning District with the conditions presented by the Hearing Examiner in a findings report dated December 16, 2021.

[2022-001 variance 3804 sw 52 ave 2022 reso](#)

[Agenda Item Report - AIR-21-294 - Pdf](#)

10. OLD BUSINESS

11. NEW BUSINESS

11.1. HR Consultant contract extension - Town Manager Jimenez

185 - 197

Approval of one year extension.

[Agenda Item Report - AIR-22-001 - Pdf](#)

[HR Renewal Contract LAGAMHR RENEWAL 2022](#)

[LagomHR](#)

11.2. Approve a Contract with Business Flare for an Market Analysis and Economic Development Strategic Plan. (RFQ #21-10) - Town Planner Siegel

199 - 246

Approve the contract with Business Flare

[Agenda Item Report - AIR-21-292 - Pdf](#)

11.3. Fiscal 2021 Audit Engagement Letter - Finance Director Taubenfeld

247 - 257

Approve Engagement Letter to proceed with the Annual Audit

[Agenda Item Report - AIR-21-295 - Pdf](#)

11.4. Town Staffing - Town Manager Jimenez, HR Consultant Menegazzo Termination of Interim Police Chief Manager's report will be provided upon request.

12. DISCUSSION

12.1. Town Commission consider going on hiatus the months of February and March - Mayor Jacobs

12.2. Police Department - Mayor Jacobs

12.3. TPP Budget - Mayor Jacobs

12.4. Charter Discussion - Mayor Jacobs

259 - 268

[TPP CHARTER 01 15 2022](#)

13. ATTORNEY COMMENTS

14. TOWN MANAGER COMMENTS

15. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins

Vice Mayor Dieuville

Mayor Jacobs

16. ANNOUNCEMENTS

16.1. Martin Luther King Jr. Day - Monday, January 17, 2022

Broward County Property Appraiser's Office - Tuesday, January 18, 2022

Special Magistrate Hearing - Wednesday, January 19, 2022

Workshop Commission Meeting - Wednesday, January 26, 2022

Charter Review Committee - Monday, January 31, 2022

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 26, 2021

TO: Mayor, Commissioners,
Manager and Senior Staff

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

SUBJECT: Updated 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

Last Action: 12/01/2021 House - Favorable by Local Administration & Veterans Affairs Subcommittee

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

11/30/2021 - Favorable by Judiciary, 7-4

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

SB 1196: Community Violence Task Force

GENERAL BILL by [Jones](#)

Community Violence Task Force; Creating the task force within the Department of Law Enforcement; requiring state agencies to provide assistance when requested; authorizing the task force to receive exempt or confidential and exempt information and specifying that the information maintains such status; providing for expiration of the task force, etc.

Effective

Date: 7/1/2022

Last Action: 12/8/2021 Senate - Filed

SB 1248: Local Government Land Development Actions

GENERAL BILL by [Gruters](#)

Local Government Land Development Actions; Specifying the authority of a county or municipality, respectively, to make additional comments on an application for approval of a development permit or development order; requiring local governments to adopt residential infill development standards by a specified date; specifying guidelines local governments must use in developing residential infill development standards; prohibiting a local government from approving applications with many deficiencies; requiring local governments to amend their development regulations and comprehensive plans to incorporate residential infill developments as a zoning classification and incorporate them as an appropriate land use classification, etc.

Effective

Date: 7/1/2022

Last Action: 12/14/2021 Senate - Filed

HOUSE COMPANION: H 739, by Rep. Borrero, Similar

SB 1252: Traffic Offenses

GENERAL BILL by [Baxley](#)

Traffic Offenses; Creating the "Vulnerable Road User Act"; providing criminal penalties for a person who commits a moving violation that causes serious bodily injury to, or the death of, a vulnerable road user; requiring the person who commits the moving violation to pay a specified fine, serve a minimum period of house arrest, and attend a driver improvement course; requiring the court to revoke the person's driver license for a minimum specified period; defining the term "vulnerable road user", etc.

Effective

Date: 10/1/2022

Last Action: 12/14/2021 Senate - Filed

HOUSE COMPANION: H 743, by Rep. McClain, Similar

SB 1264: Ad Valorem Taxation

GENERAL BILL by [Brandes](#)

Ad Valorem Taxation; Providing for the periodic increase in the ad valorem taxation exemption on a homestead property's assessed value that exceeds a specified amount, etc.

Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 1266 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the general election held in November 2022 or at an earlier special election specifically authorized by law for that purpose

Last Action: 12/15/2021 Senate - Filed

SJR 1266: Homestead Property Exemption

JOINT RESOLUTION by [Brandes](#)

Homestead Property Exemption; Proposing amendments to the State Constitution to provide for the periodic increase of the twenty-five thousand dollar exemption on a homestead property's assessed value that is greater than fifty thousand dollars, etc.

Last Action: 12/15/2021 Senate - Filed

SJR 1278: Homestead Property Taxes/Persons Age 65 and Older

JOINT RESOLUTION by [Diaz](#)

Homestead Property Taxes/Persons Age 65 and Older; Proposing amendments to the State Constitution to authorize the Legislature, by general law, to prohibit increases in the assessed value of homestead property held by a low-income senior; to authorize the Legislature, by general law, to allow counties or municipalities to grant an exemption equal to the assessed value of homestead property held by a low-income senior; to provide for a homestead exemption equal to the assessed value of the property, if the just value of the property is less than a certain amount and legal or equitable title to the property is held by certain senior, low-income, long-term residents, to provide for annual adjustment of the just value threshold, and to provide an effective date, etc.

Last Action: 12/15/2021 Senate - Filed

SB 1280: Homestead Taxes for Persons Age 65 and Older

GENERAL BILL by [Diaz](#)

Homestead Taxes for Persons Age 65 and Older; Providing a homestead assessment limitation for certain persons who have attained age 65; requiring a property appraiser to serve a notice of intent to record a notice of tax lien against the property upon persons granted but not entitled to the limitation; revising the additional exemptions that may be granted by counties or municipalities to certain senior, low-income, long-term residents receiving a specified homestead exemption; providing for a homestead exemption equal to the assessed value of the property for certain property held by certain senior, low-income, long-term residents, etc.

Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 1278 or a joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the general election held in November 2022 or at an earlier special election specifically authorized by law for that purpose

Last Action: 12/15/2021 Senate - Filed

SB 1296: Homeowners' Association Ombudsman

GENERAL BILL by [Burgess](#)

Homeowners' Association Ombudsman; Creating the Office of the Homeowners' Association Ombudsman within the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation; directing the Governor to appoint an ombudsman; requiring the ombudsman to be an attorney admitted to practice before the Florida Supreme Court; prohibiting the ombudsman and officers and full-time employees of the office from holding certain positions, engaging in certain activities, or receiving certain remuneration; providing for the administration of an election monitoring process, etc.

Effective

Date: 7/1/2022

Last Action: 12/16/2021 Senate - Filed

SB 1380: Real Property Rights

GENERAL BILL by [Rodriguez](#)

Real Property Rights; Revising rights that are not affected or extinguished by marketable record titles; revising the types of interests extinguished by marketable record titles; authorizing owners or operators of private property used for motor vehicle parking to establish rules, rates, and fines governing private persons parking on the property; prohibiting counties and municipalities from enacting any ordinance or regulation attempting to restrict or prohibit the owner or operator from adopting such rules, rates, or fines, etc.

Effective

Date: Upon

becoming

a

law

Last Action: 12/28/2021 Senate - Filed

APPROPRIATIONS:

1375 - Septic to Sewer -- referred to the Appropriations Subcommittee on Agriculture, Environment and General Government - \$2,500,000

1376 - Bicycle Pedestrian Infrastructure -- referred to the Appropriations Subcommittee on Transportation, Tourism, and Economic Development - \$195,000

1377 - Law Enforcement Radio Mgmt System -- referred to Appropriations Subcommittee on Criminal and Civil Justice - \$212,937



TOWN OF PEMBROKE PARK

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

SPECIAL COMMISSION MEETING MINUTES Wednesday, December 15, 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 7:01 pm.

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

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 7:01 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.

****ORDER OF AGENDA ITEMS MODIFIED.**

****9.2. 2ND AND FINAL PUBLIC HEARING**

Amending the permitted and special permit uses - Town Planner Siegel
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.

Town Attorney Anderson read Ordinance by title only.

Special Commission Meeting
December 15, 2021
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MAYOR JACOBS OPENED DISCUSSION FOR PUBLIC COMMENT
MAYOR JACOBS CLOSED DISCUSSION FOR PUBLIC COMMENT

TOWN ATTORNEY ANDERSON ADVISED THE COMMISSION THAT THESE ITEMS ARE QUASI JUDICIAL AND THEY WOULD AFFIRM WHEN THEY VOTED THAT THEIR VOTE IS BASED ON THE INFORMATION PROVIDED AND NOT BY OTHER INFLUENCE.

MOTION TO APPROVE ORDINANCE 2021-007 MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE. MOTION PASSED 3-0.

The Town Planner Siegel read the conditions imposed on the applicant, followed by presentation by Brian Adler and Jeff Zito

****11.3. Parking Reduction for a self-storage facility / 3195 West Hallandale Beach Boulevard / Seneca Town Center - Town Planner Siegel**

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

MOTION TO APPROVE THE PARKING REDUCTION WITH STAFF CONDITIONS MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE. MOTION PASSED 3-0.

****11.2. Site Development Plan / 3195 West Hallandale Beach Boulevard / Seneca Town Center - Town Planner Siegel**

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

MOTION TO APPROVE THE SITE PLAN WITH STAFF CONDITIONS MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.

Town Clerk Martell recommended rather than reopen the Workshop meeting switching back and forth instead we continue with the Special Meeting. The Town Planner report was not heard at the Workshop. Her report can be incorporated into this meeting.

Start at the beginning of the Special meeting agenda.

****4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA**

Consent item 7.6 2nd Budget Amendment is being moved to line item 11.10.

Consent item 7.6 is replaced with waiver of penalty fee for Telesphere Solutions.

Add 12.4 Finance Department by Mayor Jacobs

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

5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE -
None

7. CONSENT AGENDA

7.1. Approval of Minutes - Town Clerk Martell
Special Commission Meeting - November 23, 2021
Workshop Commission Meeting - November 23, 2021

7.2. Bills over \$10,000 - Finance Director Taubenfeld
Finance Bills Over \$10,000 December 15th 2021

7.3. Fiscal 2021 - PRE Audit Revenue and Expenditures for the fiscal year end 2021 -
Finance Director Taubenfeld

7.4. Regional Mutual Aid Agreement for Law Enforcement and Fire/Rescue Services - Town
Attorney Anderson

7.5. Updates to Employee Handbook - HR Consultant Menegazzo

~~7.6. Budget Amendment - 2 Fiscal 2021 - Finance Director Taubenfeld MOVED ITEM OUT
OF CONSENT AND PLACED AS 11.9
Approve Budget Amendment~~

7.6. Waiver Request - Telesphere Solutions - BTR/Billing Administrator Grooms - ADDED
TO CONSENT AFTER WORKSHOP MEETING, UPDATED AGENDA 12-16-2021
Recommend waiving the penalty fee.

7.7. Resolution Approving Progressive Settlement Agreement - Town 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

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December 15, 2021
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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.

Approve the Settlement

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

****ORDER OF AGENDA ITEMS MODIFIED.**

9.1. ORDINANCE - 1ST HEARING

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.

Approve the Ordinance on First Reading

MAYOR JACOBS OPENED DISCUSSION FOR PUBLIC COMMENT

MAYOR JACOBS CLOSED DISCUSSION FOR PUBLIC COMMENT

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

6. PRESENTATIONS

Bills of Interest - Lobbyist Sigerson discussed multiple house bills. He recommended the Commission to oppose HB 280 and companion bill 620.

MOTION BY CLERK COMMISSIONER HODGKINS TO TAKE A POSITION OPPOSING HB 280 AND COMPANION BILL 620, SECONDED BY VICE MAYOR DIEUVEILLE. MOTION PASSED 3-0.

MOTION TO RECESS AT 7:15 PM BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE. MOTION PASSED 3-0.

MEETING RECONVENED AT 7:50 PM.

Special Commission Meeting

December 15, 2021

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8. RESOLUTIONS

Town of Pembroke Park "Amnesty Program" - Building Official Nunez

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.

Building PP presentation Amnesty Program

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

9. ORDINANCES - **MOVED TO BEGINNING OF AGENDA

10. OLD BUSINESS

10.1. Police Department Budget - Fiscal 2022

Mayor Jacobs passed the gavel to Vice Mayor Dieuville. Staff reported the start date of the Police Department on February 2022 was not going to be possible. Delays have taken place with the implementation of the software system by the County and the budget numbers are imprecise. Town Manager Jimenez asked the Commission to pause the purchase of Police Department expenses. Hold all purchased equipment. Procure a consultant/ and access the options for a Police Department. He also recommended accepting the extension from BSO services until the end of fiscal year 2021/2022. In addition, he would reach out to surrounding municipalities to gather their estimated cost to provided police service to the Town.

THE MAYOR PASSED THE GAVEL TO THE VICE MAYOR.

MOTION WAS MADE BY MAYOR JACOBS FOR THE TOWN MANAGER TO IMMEDIATELY PROCURE THE SERVICES OF AN INDEPENDENT PROFESSIONAL LAW ENFORCEMENT IN ACTUARY TO DETERMINE THE TRUE STAFFING LEVELS REQUIRED AND THE EQUIPMENT NEEDS FOR OUR TOWN AND THE ASSOCIATED COSTS INCLUDING FUTURE PROJECTIONS. ALONG WITH THAT LOOK FOR ALTERNATIVES WITH HALLANDALE BEACH AND HOLLYWOOD TO SEE WHAT AGREEMENT WE CAN GET WITH THEM. ALSO, NEGOTIATE WITH BSO AND EXTEND SERVICES UNTIL THE END OF THE FISCAL YEAR. THEN BRING BACK THE 4 OPTIONS FOR THE COMMISSION TO CONSIDER, SECONDED BY VICE MAYOR DIEUVEILLE. MOTION PASSED 3-0.

THE GAVEL WAS RETURNED TO MAYOR JACOBS. ALL POLICE PURCHASE ITEMS ARE ON HOLD UNTIL A FUTURE MEETING.

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

Special Commission Meeting

December 15, 2021

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

10.3. Purchase of printers for police vehicles - Interim Police Chief Howard
Approve purchase. ON HOLD UNTIL FUTURE MEETING

10.4. Police Department Engineering Design Proposal from Calvin & Giordano - Public Services Director Clark
Recommendation to approve the engineering design proposal to begin the construction procurement process. ON HOLD UNTIL FUTURE MEETING

10.5. PremierOne Mobile Licenses w/install - Interim Police Chief Howard
Staff recommends the purchase of ten (10) licenses in total for use by the officers to interact with the Regional Dispatch Center. ON HOLD UNTIL FUTURE MEETING

10.6. Central Square Software Licenses to access the Broward County Records Management System - Interim Police Chief Howard
Staff recommends the purchase of twenty (20) sole-source Records Management System (RMS) Licenses. ON HOLD UNTIL FUTURE MEETING

11. NEW BUSINESS

11.1. Elevators - Public Services Director Clark
Director Clark discussed the financial challenges to upgrade the elevators. The Commission supports Director Clark in seeking grants and identify funding to upgrade the elevators.

****11.2. Site Development Plan / 3195 West Hallandale Beach Boulevard / Seneca Town Center - Town Planner Siegel. Approve with conditions the Site Development Plan at 3195 West Hallandale Beach Boulevard. **MOVED TO BEGINNING OF AGENDA**

****11.3. Parking Reduction for a self-storage facility / 3195 West Hallandale Beach Boulevard / Seneca Town Center - Town Planner Siegel
Approve with conditions a Parking Reduction for a self-storage facility at 3195 West Hallandale Beach Boulevard. **MOVED TO BEGINNING OF AGENDA**

11.4. Florida Incident-Based Reporting System (FIBRS) Implementation grant - Interim Police Chief Howard. 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. ON HOLD UNTIL FUTURE MEETING

11.5. S.W. 30th Avenue - road repairs - Public Services Director Clark

Special Commission Meeting
December 15, 2021
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We are recommending approval of the lowest bidder. Southern Asphalt Engineering
**MOTION TO APPROVE NOT TO EXCEED \$24,999 MADE BY CLERK
COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE.
MOTION PASSED 3-0.**

11.6. Town Hall Renovations - Public Services Director Clark
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.
**MOTION TO APPROVE NOT TO EXCEED \$14,000 MADE BY VICE MAYOR
DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION
PASSED 3-0.**

11.7. Sagoma Construction Services - elevated duct work - Public Services Director Clark
We are recommending approval.
**MOTION TO APPROVE NOT TO EXCEED \$20,000 MADE BY VICE MAYOR
DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION
PASSED 3-0.**

11.8. John P. Lyons Lane - Public Services Director Clark
It is our recommendation to make John P. Lyons Lane a 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.
The Commission directed staff to obtain quotes for a feasibility traffic study.

11.9. Recommending disposal of attached list of IT hardware equipment - IT Director Pakula
**MOTION TO APPROVE MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY
CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.**

**11.10. Budget Amendment - 2 Fiscal 2021 - Finance Director Taubenfeld MOVED
ITEM OUT OF CONSENT AND PLACED AS 11.10 - Approve Budget Amendment
**MOTION TO APPROVE MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY
CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.**

12. DISCUSSION

12.1. Foreclosure Update - Mayor Jacobs

Attorney Anderson updated the Commission on foreclosure properties. A&B Recycling has been forwarded to outside counsel. They provided a guideline of documents needed to proceed with foreclosure and cases will be processed one at a time.

12.2. Budget Amendment - FY21 - Approved at the last meeting. - Finance Director Taubenfeld - Approval of Budget Amendment

Finance 11 22 2021 REVISION 2 Budget Amendment - FY21

The Mayor asked for clarification errors of the budget related to the Building Department Enterprise Fund. Director Taubenfeld stating the error was a typo and not the placement of funds.

12.3. Approval of changes to Regular Commission meetings between January and March - Mayor Jacobs

MOTION WAS MADE TO CANCEL THE JANUARY 12TH 2021 MEETING AND REPLACE IT WITH HAVING ONE MEETING ON JANUARY 5TH AT 6:00 PM BY VICE MAYOR DIEUEVILLE SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.

12.4. Finance Department - Mayor Jacobs - Item added to the meeting.

Mayor Jacobs passed the gavel to Vice Mayor Dieuveille. He discussed his dissatisfaction with the Finance Director Taubenfeld performance and made a motion of no confidence. A discussion took place and Finance Director Taubenfeld rebutted the claims.

THE GAVEL WAS HANDED TO VICE MAYOR DIEUEVILLE.

MOTION OF NO CONFIDENCE VOTE MADE BY MAYOR JACOBS AND SECONDED BY VICE MAYOR DIEUEVILLE FOR DISCUSSION, DISCUSSION TOOK PLACE, MOTION FAILED 2-1. CLERK COMMISSIONER HODGKINS AND VICE MAYOR DIEUEVILLE OPPOSED.

13. ATTORNEY COMMENTS - Town Attorney Anderson recommended holding a special election due to having difficulties securing a quorum.

14. TOWN MANAGER COMMENTS – Town Manager will be bringing staff recommendations.

15. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins - None

Vice Mayor Dieuveille - None

Mayor Jacobs - None

16. ANNOUNCEMENTS

Hearing Examiner Meeting, Thursday, December 16th at 2:00 PM

Special Commission Meeting

December 15, 2021

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Toy Drive, Monday, December 20th from 5:00 PM to 8:00 PM
Happy Holidays and a Happy New Year

17. ADJOURNMENT

With no further items for discussion, meeting adjourned at 10:25 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.



TOWN OF PEMBROKE PARK

Workshop Commission Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

December 15, 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 5:10 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 5:10 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

1

Town of Pembroke Park
Workshop Commission Meeting
December 15, 2021

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

6.2. Fire Department - Chief Kane
REPORT GIVEN TO THE COMMISSION FOR REVIEW

7. ATTORNEY DEPARTMENT - TOWN ATTORNEY ANDERSON

7.1. Regional Mutual Aid Agreement for Law Enforcement and Fire/Rescue Services – ITEM
MOVED TO CONSENT

8. BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

8.1. November 2021 Monthly Report - REPORT GIVEN TO THE COMMISSION FOR
REVIEW

9. CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

9.1. Code Enforcement Department Nov 2021 Report
Next magistrate meeting is scheduled for January 19, 2022
JC will address illegal dumping at John P. Lyons
REPORT GIVEN TO THE COMMISSION FOR REVIEW

10. FINANCE DEPARTMENT - FINANCE DIRECTOR TAUBENFELD

10.1. Business Tax Receipt and Billing Update
Billing Division Monthly Report
REPORT GIVEN TO THE COMMISSION FOR REVIEW

10.2. Waiver Request - Telesphere Solutions
Recommend waiving the penalty fee.
MOVED TO CONSENT

10.3. Bills over \$10,000
Finance Bills Over \$10,000 December 15th 2021
MOVED TO CONSENT

10.4. Fiscal 2021 - PRE Audit Revenue and Expenditures for the fiscal year end 2021
REPORT GIVEN TO THE COMMISSION FOR REVIEW

10.5. Budget Amendment - 2 Fiscal 2021
Approve Budget Amendment
MOVED TO LINE ITEM

10.6. Police Department Budget - Fiscal 2022

2

Finance PP Police Budget History

JC RECOMMENDED TO DISCUSS THE POLICE DEPARTMENT AND ITEMS AT THE SPECIAL MEETING FOLLOWING THE WORKSHOP

11. POLICE DEPARTMENT - INTERIM POLICE CHIEF HOWARD

11.1. Florida Incident-Based Reporting System (FIBRS) Implementation grant
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.

THE COMMISSION MOTIONED FOR A RECESS AT 6:36 PM AND THE MEETING RESUMED AT 6:46 PM.

12. TOWN PLANNER SIEGEL, AICP

Town Planner Monthly Report

For informational purposes.

REPORT GIVEN TO THE COMMISSION FOR REVIEW

13. HUMAN RESOURCES - HR CONSULTANT MENEGAZZO

NONE

14. IT DEPARTMENT - IT DIRECTOR PAKULA

Recommending disposal of attached list of IT hardware equipment - IT Director Pakula
FORWARDED ITEM TO THE SPECIAL MEETING FOLLOWING THE WORKSHOP

15. PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK

15.1. John P. Lyons Lane - Public Services Director Clark

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.

FORWARDED ITEM TO THE SPECIAL MEETING FOLLOWING THE WORKSHOP

15.2. S.W. 30th Avenue - road repairs

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

FORWARDED ITEM TO THE SPECIAL MEETING FOLLOWING THE WORKSHOP

15.3. Sagoma Construction Services - elevated duct work

We are recommending approval.

FORWARDED ITEM TO THE SPECIAL MEETING FOLLOWING THE WORKSHOP

15.4. Town Hall Renovations

We are recommending approval of the lowest bidder. Tim's Tile

3

Total cost is \$13,647.50 for Planning & Zoning, Public Works, Finance, and the conference room.

FORWARDED ITEM TO THE SPECIAL MEETING FOLLOWING THIS WORKSHOP

16. OLD BUSINESS - None

17. NEW BUSINESS- None

18. DISCUSSION

18.1. Foreclosure Update - Mayor Jacobs
THE TOWN ATTORNEY UPDATED THE COMMISSION AT THE SPECIAL COMMISSION MEETING.

18.2. Budget Amendment - FY21 - Approved at the last meeting. - Mayor Jacobs
Approval of Budget Amendment – FORWARDED ITEM TO THE SPECIAL MEETING FOLLOWING THIS WORKSHOP

18.3. Regular Commission Meetings scheduled for the months of January thru March - Mayor Jacobs
FORWARDED ITEM TO THE SPECIAL MEETING FOLLOWING THIS WORKSHOP

19. TOWN CLERK COMMENTS

19.1. Broward County Property Appraisals Outreach Event
2022 Property Appraisal's Outreach Event in the Town of Pembroke Park
Broward County Property Appraisals Office would be coming to Town Hall every other month to assist residents filling out homestead exemption paperwork.

20. ATTORNEY COMMENTS

21. TOWN MANAGER COMMENTS

22. COMMISSIONER COMMENTS - NONE AT THIS TIME

Clerk Commissioner Hodgkins
Vice Mayor Dieuville
Mayor Jacobs

23. ANNOUNCEMENTS

Will be provided at the Special Commission Meeting at 7:00 PM.

24. ADJOURNMENT

With no further items for discuss, meeting adjourned at 6:59 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.

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

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

Town of Pembroke Park
Bills Over \$1,500
January 5, 2022
Special Meeting

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
219730	Brinkley Morgan	Professional Matters Relating to the Progressive Waste Solutions vs. Town of Pembroke Park Thru November 30th, 2021	Legal	\$ 4,686.50
CAS Proj#21-2190	Broward County Water and Wastewater Services	Water Main Relocation and Installation Permits in Connection with the 25th Street Stormwater Drainage Improvement Project	SW 25th Street Drainage Improvement Proj.	\$ 5,975.00
CAS Proj#21-2190	Broward County Board of Commissioners	Surface Water Management License, Drainage Permit and Environmental Resource Permit in Connection with the 25th Street Stormwater Drainage Improvement Project	SW 25th Street Drainage Improvement Proj.	\$ 1,500.00
2021-0786.11.exp	CAS Governmental Services LLC	Tallahassee Legislative Travel Expenses for Legislative Committee Week (October 31st-November 5th, November 14th-19th and November -October 22, 2021)	Legislative	\$ 2,863.73
9139113568	Grainger Inc.	Flammable Safety Cabinets for Public Works	Roads/Sewer	\$ 2,329.00
12072021STMT	Tony J. Rodriguez, Esq.	Mediation for Progressive Waste Solutions vs. Town of Pembroke Park	Legal	\$ 1,787.50
Total:				\$19,141.73

Purchase Orders				
305625	Environmental Systems Research Institute (Esri)	Annual Renewal for ESRI GIS Software	IT	\$ 3,995.89
305627	A to Z Statewide Plumbing	Lift Station Cleaning	Sewer	\$ 4,990.00
305629	Hydra Service Inc	Sulzer ABS Pump for Lift Station #3 (Sole Source)	Sewer	\$ 8,390.20
Total:				\$17,376.09

Grand Total:	\$36,517.82
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Town of Pembroke Park
Bills Over \$1,500
January 5, 2022
Special Meeting

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
219730	Brinkley Morgan	Professional Matters Relating to the Progressive Waste Solutions vs. Town of Pembroke Park Thru November 30th, 2021	Legal	\$ 4,686.50
CAS Proj#21-2190	Broward County Water and Wastewater Services	Water Main Relocation and Installation Permits in Connection with the 25th Street Stormwater Drainage Improvement Project	SW 25th Street Drainage Improvement Proj.	\$ 5,975.00
CAS Proj#21-2190	Broward County Board of Commissioners	Surface Water Management License, Drainage Permit and Environmental Resource Permit in Connection with the 25th Street Stormwater Drainage Improvement Project	SW 25th Street Drainage Improvement Proj.	\$ 1,500.00
2021-0786.11.exp	CAS Governmental Services LLC	Tallahassee Legislative Travel Expenses for Legislative Committee Week (October 31st-November 5th, November 14th-19th and November -October 22, 2021)	Legislative	\$ 2,863.73
9139113568	Grainger Inc.	Flammable Safety Cabinets for Public Works	Roads/Sewer	\$ 2,329.00
11307	S. Davis & Associates	Progress Billing for Professional Services Rendered in Connection with the Town of Pembroke Park Audit Fiscal Year End September 30, 2021	Finance	\$ 15,000.00
11358	S. Davis & Associates	Progress Billing for Professional Services Rendered in Connection with the Town of Pembroke Park Audit Fiscal Year End September 30, 2021	Finance	\$ 5,000.00
12072021STMT	Tony J. Rodriguez, Esq.	Mediation for Progressive Waste Solutions vs. Town of Pembroke Park	Legal	\$ 1,787.50
Total:				\$39,141.73

Purchase Orders				
305625	Environmental Systems Research Institute (Esri)	Annual Renewal for ESRI GIS Software	IT	\$ 3,995.89
305627	A to Z Statewide Plumbing	Lift Station Cleaning	Sewer	\$ 4,990.00
305629	Hydra Service Inc	Sulzer ABS Pump for Lift Station #3 (Sole Source)	Sewer	\$ 8,390.20
Total:				\$17,376.09

Grand Total:	\$56,517.82
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AGENDA ITEM REPORT



To: Town Commission
Subject: Ordinance 2021-009 Establishing a General Government Facilities Impact Fee
Meeting: 01 05 2022 SPECIAL COMMISSION MEETING - Jan 05 2022
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.

The Town Commission held a first reading and public hearing on the ordinance on December 15, 2021. The Town Commission voted unanimously for the ordinance.

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 Second Reading 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](#)

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
3150 SW 52 Ave.
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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Executive Summary

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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:

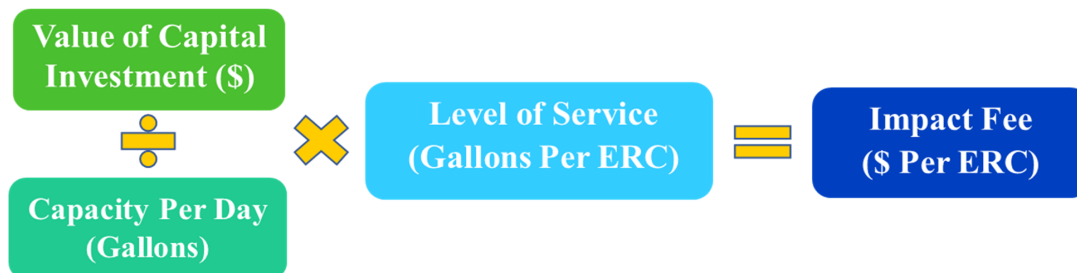
Existing Stormwater Impact Fees

- **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

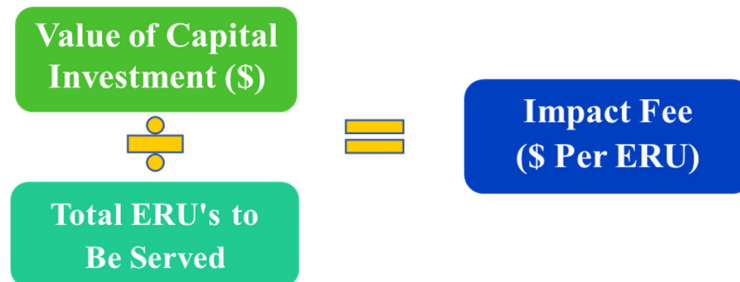
Based on our knowledge of sewer impact fees charged throughout the State of Florida, the calculated sewer impact fees are within the range of fees adopted by other Florida jurisdictions. Some reasons why Impact Fees differ among utilities:

- 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

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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

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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:

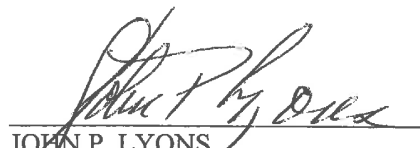
Dwellings:

Acreage impact charge, per acre\$5,887.00
Unit (ERC) impact charge (dwelling), per unit.....\$667.00

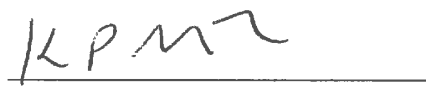
Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the
same are hereby repealed to the extent of such conflict.

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:

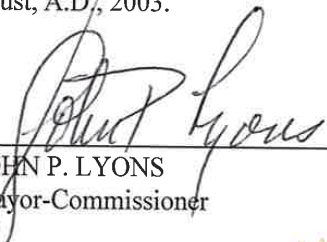
Section 1: That the Stormwater Drainage Facilities Fee for residential development
within the Town of Pembroke pursuant to the provisions of Section 5-152(a), Town of Pembroke
Park Code of Ordinances, shall be \$897.00 per dwelling unit.

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.

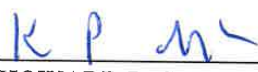
Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the
same are hereby repealed to the extent of such conflict.

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



RESOLUTION 2022-001

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, GRANTING A VARIANCE WAIVING THE SETBACK REQUIREMENTS OF SECTION 28-75(a)(1) OF THE TOWN CODE OF PEMBROKE PARK FOR THE PROPERTY LOCATED AT 3804 SW 52 AVENUE; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner (“Owner”) at 3804 SW 52 Avenue in Pembroke Park has applied for a variance pursuant to Section 28-55 of the Town Code (the “Code”) of Pembroke Park, Florida; and

WHEREAS, the Hearing Examiner, pursuant to Section 28-55(b) of the Code heard the variance request on December 16th, 2021; and

WHEREAS, the Hearing Examiner, based on the testimony and evidence presented to him, recommends that the Town Commission (the “Commission”) grant a variance to Owner by waiving the set back requirements set forth in Section 28-75(a)(1) of the Code.

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

Section 1: The Town Commission, after consideration of the variance application, adopts the findings and recommendations of the Hearing Examiner contained in the Hearing Examiner’s report and approves the Owner’s requested variance from the set back requirements set forth in Section 28-75(a)(1) of the Code.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this January 5th, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To: Town Commission
Subject: 21-V-01 / 3804 SW 52 Avenue / Request for a Variance from Section Sec. 28-126(a) requiring a 25-foot front setback for a plot used for dwelling purposes in the RM-16A Zoning District.
Meeting: 01 05 2022 SPECIAL COMMISSION MEETING - Jan 05 2022
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

The applicant is seeking an after-the-fact variance for an accessory structure (shed) that was built without a permit.

The staff report prepared or the Hearing Examiner hearing is attached.

The Hearing Examiner held a properly noticed public hearing on December 16, 2021. The Hearing Examiner Finding Report is attached.

The Hearing Examiner recommends the Town Commission grant the variance with the following conditions:

- A. That the Town Commission grant the variance request by Petitioner, but only as outlined in the Town Planner's Report and the Hearing Examiner and with all conditions made therein;
- B. That the accessory structure shall have no function in order to conform to the zoning code requirements;
- C. That the accessory structure shall not have or maintain any electricity, air conditioning, or plumbing; instead, if the Petitioner wishes to use it for storage of personal items like furniture, lawn mower, bicycle, etc., and not for business use, then it may be used for that purpose only if the Town Planner and staff agree in writing;
- D. That there be placed in the structure one window with the appropriate building permits to the north and east elevation of the subject accessory structure. The window shall match the aesthetics of the main dwelling structure and its windows and shall be approved by the Town Planner;
- E. That if the Town Planner determines that a door is necessary to gain entry and exit, then Petitioner shall place a door in the accessory structure. This decision as to whether a door is necessary or not is subject to the Town Planner and her decision. In light of the 8 feet in height of the accessory structure, the door shall comply with all town code requirements and if a permit is required, then Petitioner shall obtain a permit before any work is done for the door. The Town

Planner shall determine if the door is compliant with town code requirements, and it shall comply with all aesthetic requirements consistent with the existing dwelling unit and the neighborhood;

F. That the subject accessory structure shall be painted to match the main dwelling unit, but before doing so a paint permit shall be obtained if required by the Town, and in any event, the paint color shall be approved by the Town Planner;

G. The roof of the subject accessory structure shall be modified to include barrel style roof tiles as a cap along all edges, and that all permits shall be applied and obtained from the Town before doing any work. Before doing any roof work, Petitioner shall follow the Town Planner's decision as to the roof to be installed, which shall be compliant with the town code;

H. The existing accessory structure shall be subject to being in compliance with the Florida Building Code, and before any further work is done on this accessory structure, town staff shall determine if the accessory structure complies with the Florida Building Code and town code. If for any reason it does not comply with the Florida Building Code and town code, then Petitioner shall be required to upgrade the accessory structure and obtain all necessary permits from the Town to make it comply with the Florida Building Code and town code;

I. The existing accessory structure shall not be used for business purposes, nor shall anyone reside or sleep within the structure at any time, ie no camping, no beds, and/or no overnight stays;

J. If necessary, Petitioner shall retain a company to determine if the structure is rodent and ant termite free, and it shall be kept clean at all times as applicable to all building structures;

K. If the Town Commission decides to modify its code in the future, and there is any inconsistency between the current variance should it be granted and any future zoning, then the Petitioner shall be required to comply with any future zoning code modification requirements;

L. Petitioner and any prospective purchaser(s) shall be required to comply with all requirements mentioned in this Hearing Examiner Report and that of the Town Planner's Report, as well as any other requirements of the Town Planner, the Town Commission, its local government agencies, and its staff now or in the future;

M. That if there are any violations by the Petitioner and/or a future owner(s) of the subject real property, then said violation(s) in the future shall constitute a code enforcement violation and be subject to code enforcement proceedings and supplementary proceedings as the case may be should this variance be granted, subject to the provisions stated in this Report and that of the Town Planner's Report;

N. That if Petitioner upon obtaining the variance fails to comply with any local, state, and federal laws, or anything required in this Report or that contained in the Town Planner's Report, then said violation shall constitute a local code violation and shall subject the owner of said property to fines and penalties as provided by law and code compliance;

O. Petitioner and any successor owner of the subject real property shall be bound by any zoning change and conditions as contained in the RM-16A, and all local, state, and federal laws, along with all Town commission requirements for any future development by Petitioner or any future owner;

P. Fire and safety department of the Town shall determine if the existing accessory structure is in violation of any fire and safety requirements, and Petitioner shall comply with all fire and safety department requirements;

Q. This accessory structure shall never be expanded or enlarged in size or use and it shall always be maintained in its present size and in its present use;

R. Petitioner shall obtain the approval in writing from the development's and association's [Homeowner Association \(HOA\) as to the variance if it is granted on this accessory structure, ie, Petitioner shall confirm with the HOA that the work to be done on account of this variance is acceptable by the HOA. Further, it shall be the sole and exclusive responsibility of the Petitioner to apply to the HOA and obtain their written approval, and that written authorization shall be provided to the Town Planner from Petitioner and the development's and association's HOA.](#)

RECOMMENDATION:

Approve the requested variance from Section Sec. 28-126(a) requiring a 25-foot front setback for a plot used for dwelling purposes in the RM-16A Zoning District with the conditions presented by the Hearing Examiner in a findings report dated December 16, 2021.

ATTACHMENTS:

[21-V-01 Staff Report 12162021 Hearing Examiner FINAL](#)
[Hearing Examiner Report of Findings December 21 2021](#)

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



TO: Harry Hipler, Esq. Hearing Examiner

FROM: Heidi Siegel, AICP, Town Planner

MEETING DATE: December 16, 2021

SUBJECT: 21-V-01 / 3804 SW 52 Avenue / Request for a Variance from Section Sec. 28-126(a) requiring a 25-foot front setback for a plot used for dwelling purposes in the RM-16A Zoning District.

APPLICANT: Michelle Parker

OVERVIEW

The applicant received a Code Violation (Case #4632) for the construction of an accessory structure (shed) without a building permit. Upon submittal of an after-the-fact building permit, it was determined that the subject accessory structure is located within the required setback.

The Hearing Examiner shall review the request for a variance and make a recommendation to the Town Commission.

The following Zoning Code provision applies:

Sec. 28-126. - Minimum front yard.

(a) Residential uses: Every plot used for dwelling purposes shall have a front yard of not less than fifty (50) feet in depth if abutting an arterial roadway, as depicted on the Broward County Trafficways Plan, or not

less than twenty-five (25) feet in depth or depth equal to the height of the building, whichever is greater.

(b) Nonresidential uses: Every plot whose principal use is nonresidential shall have a front yard of not less than thirty (30) feet in depth or a depth equal to the height of the building, whichever is greater.

BACKGROUND AND ANALYSIS

The subject property is a fee-simple townhome located in the Forest Park Villas development. The property was developed in 1980. 3804 is one of four units that abut SW 52 Avenue directly and as such, the rear of each unit's plot is along the overall property "front setback" line.

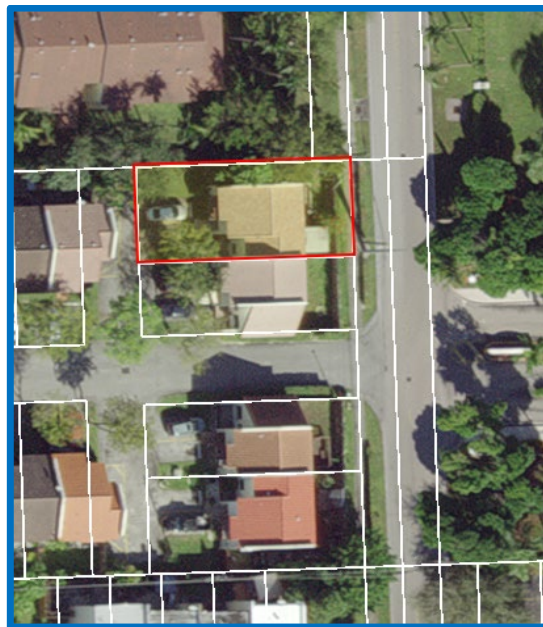


Figure 1 Property Boundary. Source: Broward County Property Appraiser

At the time of construction, the property was most likely zoned "R-4". While the setback requirements in 1980 are unknown, the front setback line of the overall property to the rear of the dwelling unit is 35-feet. In 1993, the Town created the RM-16A Zoning District. This district is still in effect and governs any new construction on the site. Section 28-126 requires

a setback of *less than twenty-five (25) feet in depth or depth equal to the height of the building, whichever is greater* along the front property line. The subject accessory structure has a setback of 19 feet 2 inches.

A review of other multi-family developments along SW 52nd Avenue reveals that these developments exceed the “front” setback of the Forest Park Villas and the subject accessory structure. Within the Forest Park Villas development, the three adjacent units that abut SW 52 Avenue maintain the original setback of thirty-five feet. The subject accessory structure is located behind a 6-foot wooden fence and is visible from SW 52 Avenue.

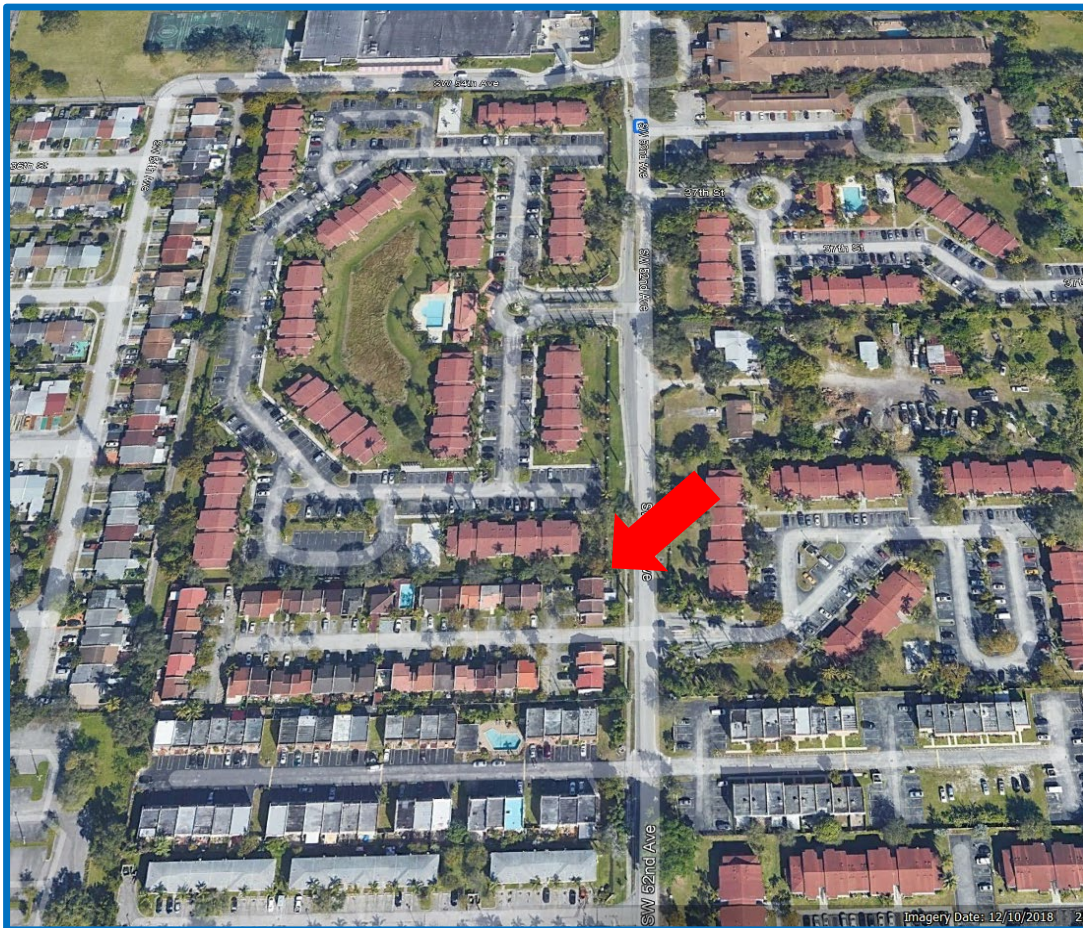


Figure 2 Aerial View of Subject Site. Source: Google Earth 12/10/2018

Furthermore, the subject accessory structure was built without the required building permits. The Town of Pembroke Park includes zoning review at the time of building permit submission. Typically, a discrepancy in the proposed setback and the required setback would be addressed during building permit review and the building permit would not be issued without meeting the required setback on plans. The applicant is seeking an after-the-fact variance to obtain an after-the-fact building permit and cure an active code violation.

An on-site visit demonstrates that the siting of the unpermitted structure is very close to the common area/right-of-way. The visual of on-site conditions are not consistent with the intent of the code and disrupts the uniformity of SW 52 Avenue. While the subject unpermitted structure is 19 feet 2 inches from the property line, it is approximately 4 feet 7 inches feet from the development's fence and approximately 11 feet 7 inches from the public sidewalk. The property line sits at the streetside edge of the sidewalk. When the development's common area and sidewalk area are subtracted, the unpermitted structure is less than 5 feet from the fence that delineates the useable space of the individual unit's plot.



Figure 3 Subject Accessory Structure and Existing Fence. Source: Town Planner



Figure 4 Subject Accessory Structure Facing Northwest. Source: Town Planner



Figure 5 Subject Property and SW 52 Avenue Facing South Source: Town Planner

RECOMMENDATION

Staff recognizes that the structure is built and that the applicant has expended funds for the construction of the structure. However, had this application followed the standard process of a building permit it would have been denied and the applicant would have either adjusted the plans or applied for a variance. The same concerns about the on-site conditions outlined above would have been presented by staff if a before-construction variance had been requested.

Should the Hearing Examiner recommend to the Town Commission approval of the variance request, Staff recommends the following conditions:

1. One window shall be added, with the appropriate building permits, to the north and east elevation of the subject accessory structure. The windows shall match the aesthetics of the main dwelling structure rear windows.
2. The subject accessory structure shall be painted to match the main dwelling unit. A paint permit is required.
3. The roof of the subject accessory dwelling unit shall be modified to include barrel style roof tiles as a cap along all edges. A building permit is required.
4. The subject accessory structure shall not be expanded or enlarged.
5. The subject accessory structure shall not be used as a dwelling unit.
6. Prior to the issuance of a building permit, the applicant shall provide a letter from the Forest Villa homeowner association consenting to the setback variance and the continual use of the accessory structure.

ATTACHMENTS

Application
Applicant's Justification Statement
Site Drawing
Site Survey
Notice of Violation

Date: 10/06/2021
Case No: 21-V-01

Filing Fees: Refer to Development Application Fee Schedule.

Amount Paid \$300 Date 11/22/2021 ☐ Hearing Examiner ☐ Town Commission ☐ Other

Petitioner / Applicant: Michelle E. Parker
Address: 3804 SW 52 Ave City: Pembroke Park, FL 33023
Phone: 954 294 6817 Fax: _____ E-mail: mep954@hotmail.com

Petitioner's Relation to Subject Property: owner

If Petitioner is not Owner, Name of Owner: _____

Address of Owner: same City: _____

Signature of Petitioner: Michelle E. Parker

Address of Property Subject to the Requested Variance: _____

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

Variance Requested: _____

PROVIDE THE FOLLOWING IN PDF FORMAT UNLESS OTHERWISE SPECIFIED:

- Drawings/survey;
- Justification statement addressing all criteria in Sec. 28-75(a)(1); and
- Other documentation necessary to support the petition for the variance.

OWNER / AGENT CERTIFICATE:

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

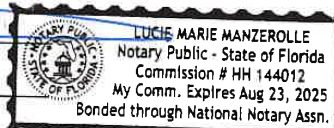
Signature of owner/agent: Michelle E. Parker Sworn to and subscribed before me this 6 day of October 2021, by Michelle Parker

☒ He/She is personally known to me or

☐ He/She has presented _____ as identification.

Signature of Notary Public _____

Type or Print Name Lucie Manzerolle



FOR STAFF USE ONLY

Hearing Examiner Action Date: _____ () Approved () Denied () Approved with conditions
Page 10 of 68

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



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

DATE: 10-10-2021

PEMBROKE PARK , PLANNING & ZONING,, TO WHOM IT MAY CONCERN ;;

THE FOLLOWING IS THE JUSTIFICATION STATEMENT AS PER SECT. 28-75(a)(1), PEMBROKE PARK PLANNING & ZONING. FOR THE APPROVAL OF SITE DEVELOPMENT PLANS FOR AFTER-THE-FACT PLANS FOR SHED DEVELOPMENT AND SETBACK VARIANCE SUBMITTAL AND APPROVAL FOR THE MICHELE PARKER RESIDENCE, COMMONLY KNOWN AS ::

MICHELE PARKER RESIDENCE
3804 SW. 52nd. AVENUE, PEMBROKE PARK FLORIDA 33023
FOLIO NO. = 5142-30-22-0130

GENERAL SITE INFORMATION :::

REQUIRED SETBACK = 25'-0"
PROVIDED SETBACK = 19'-2"

JUSTIFICATION STATEMENT :: SECT. 28-75(a)(1)

- A. MAINTAINING REQ'D. SETBACK STANDARDS FOR DEVELOPMENT, PRESENTS A SCENARIO WHERE THE OWNER WILL HAVE NO FUNCTION OF THE PRE-EXISTING STRUCTURE FOR CONFORMANCE TO THE ZONING CODE REQUIREMENTS AND ALSO RESTRICTS ANY IMPROVEMENTS TO THE PRE-EXISTING STRUCTURE OR THE "SHED".. THE HARDSHIP AS PRESENTED, IS NOT SELF-CREATED BY THE OWNER, BUT IS INHERENT TO THE PRE-EXISTING NATURE AND CONDITIONS OF THE SITE AND BOUNDARYS OF THE PROPERTY.
- B. THE SETBACK VARIANCE CREATES REASONABLE USE OF LAND, BY ALLOWING THE OWNER TO DEVELOP A NON-CONFORMING STRUCTURE OF THE PROPERTY WITHIN SUBSTANTIAL CONFORMANCE AND COMPLIANCE OF THE SETBACKS FOR THE PROPERTIES.. REQ'D= 25'-0" PROVIDED= 19'-2"
- C. THE APPROVED VARIANCE, PROPOSED DESIGN AND DECORATIVE FEATURES OF THIS APPROVED SHED WILL INCORPORATE MATERIALS AND COLOR PALETTES COMMON FOR RESIDENCES ALONG THIS STREET CORRIDOR. THE CURRENT PLACEMENT OF THE SHED ALONG WITH EXTERIOR FEATURES, BUILDING SETBACKS AND BUILDING HEIGHT WILL INCLUDE AND MAINTAIN A VISUALLY PLEASING APPEARANCE COMPATIBLE WITH THE ABUTTING RESIDENCES ON EACH-SIDE OF THIS PROPERTY AND EXISTING RESIDENCES ON THE OPPOSITE SIDE OF THE STREET.
- THE APPROVED SHED DESIGN IS PROPORTIONATE IN SCALE AND HEIGHT FOR ALL RESIDENTIAL FEATURES AND IS CONSISTENT WITH OTHERS IN THIS AREA, ALONG WITH EXTERIOR ARCHITECTURAL FEATURES, FINISHES AND DETAILS COMPATIBLE WITH THE SURROUNDING NEIGHBORHOOD.

REVISIONS	BY

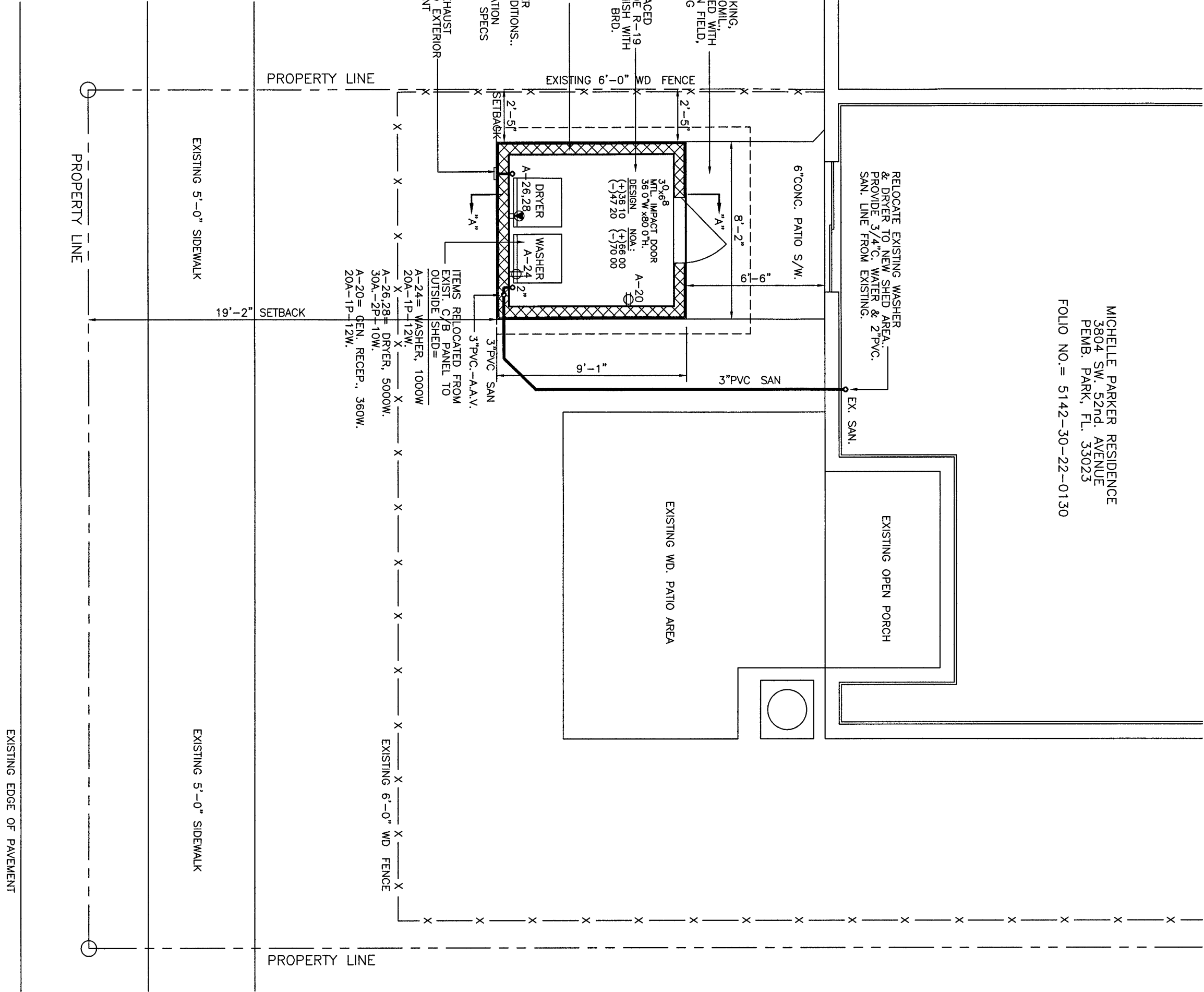
CODE VIOLATION - SHED ENCLOSURE
FOR :: MICHELLE PARKER RESIDENCE

FOLIO NO.: 5142-30-22-0130, 3804 SW. 52nd. AVENUE, PEMBROKE 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

9/14/21
Charles O. Buckalew, P.E.
FLORIDA REG. NO. 24842

DATE	SEPT., 2021
SCALE	1/4"=1'-0"
BY	C.R.W.
JOB SE	2198
SHT	A-1



WD. SHED ADDITION - FLOOR PLAN & SITE PLAN
SCALE: 1/4"=1'-0"

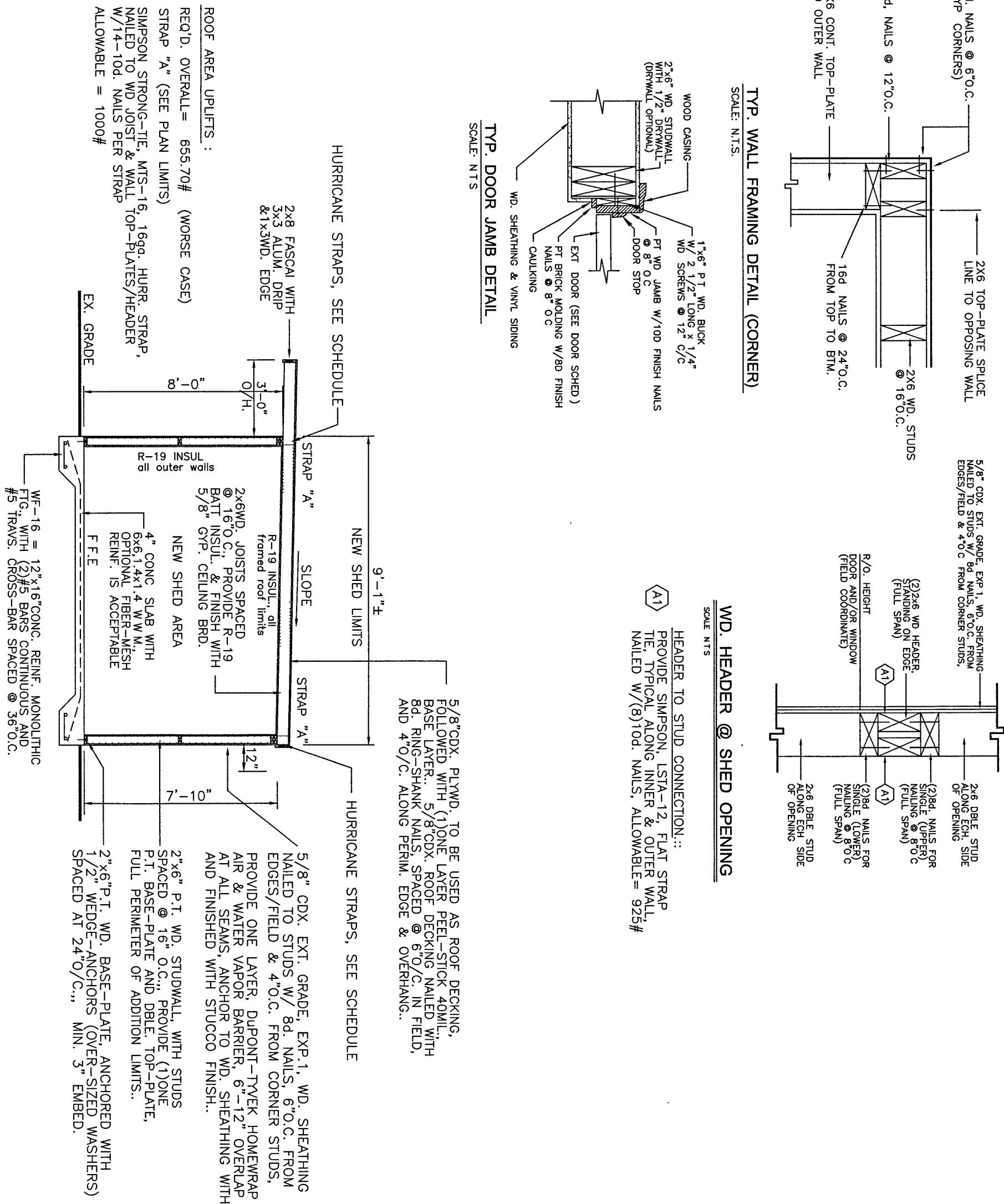
GENERAL NOTES :

- UNLESS OTHERWISE NOTED, ALL MATERIALS, WORKMANSHIP & PRACTICES SHALL MEET THE REQUIREMENTS OF THE FOLLOWING
- THE 2020 FLORIDA BUILDING CODE - 7th EDITION, CHAPTER 3 AND CHAPTER 44 HW&L, ASCE 7-16.
 - THE LOCATION OF EXIST. UTILITIES & STRUCTURES HAS BEEN PREPARED FROM THE MOST RECENT INFORMATION AVAILABLE TO THE ENGINEER.
 - THE CONTRACTOR SHALL VERIFY SITE & VERIFY ALL EXIST. CONDITIONS PRIOR TO CONSTRUCTION. SHOW ALL CONDITIONS TO THE ATTENTION OF THE ENGINEER.
- CONC. STANDARD NOTES:**
- SLAB & FOOTING CONC. SHALL CONFORM TO THE REQUIREMENTS OF ACI 301 & SHALL ATAIN A MIN. COMPRESSIVE STRENGTH OF 2500 PSI, IN 28 DAYS.
 - SLAB & FOOTING CONC. WHEN PLACED SHALL HAVE A SLUMP OF 5 PLUS OR 1 MINUS.
 - ALL REINF. STEEL SHALL BE NEW STEEL CONFORMING TO ASTM A615, GRADE 60 STANDARD PRACTICES FOR DETAILING REINF. STRUCTURES, ACI-315.

GENERAL NOTE (SOIL CONDITION) :
AS DETERMINED BY NATIONAL AERIAL PHOTOGRAPHY, THE FOUNDATION IS CONSIDERED TO BE ON MIN. 2000 P.S.F. EXISTING SAND/SOIL CONDITIONS CAN SUPPORT THE IMPOSED LOADS.

This item has been Digitally Signed and Sealed by Charles O. Buckalew, FL. PE. # 24842 on September 14.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

SECTION "A-A"
SCALE: 1/4"=1'-0"



TYP. WALL FRAMING DETAIL (CORNER)
SCALE: N.T.S.

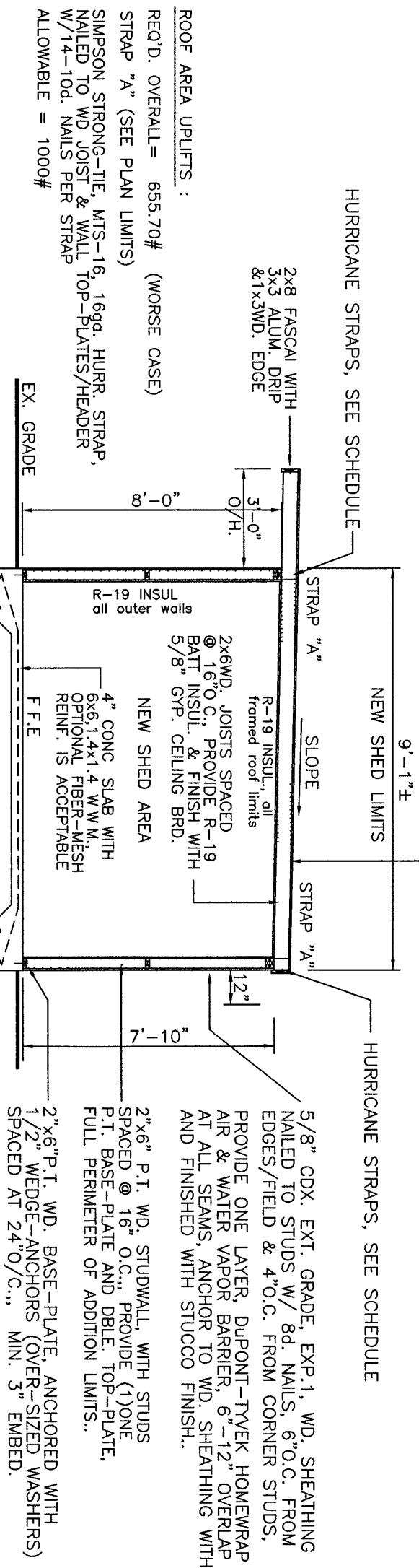
WD. HEADER @ SHED OPENING
SCALE: N.T.S.

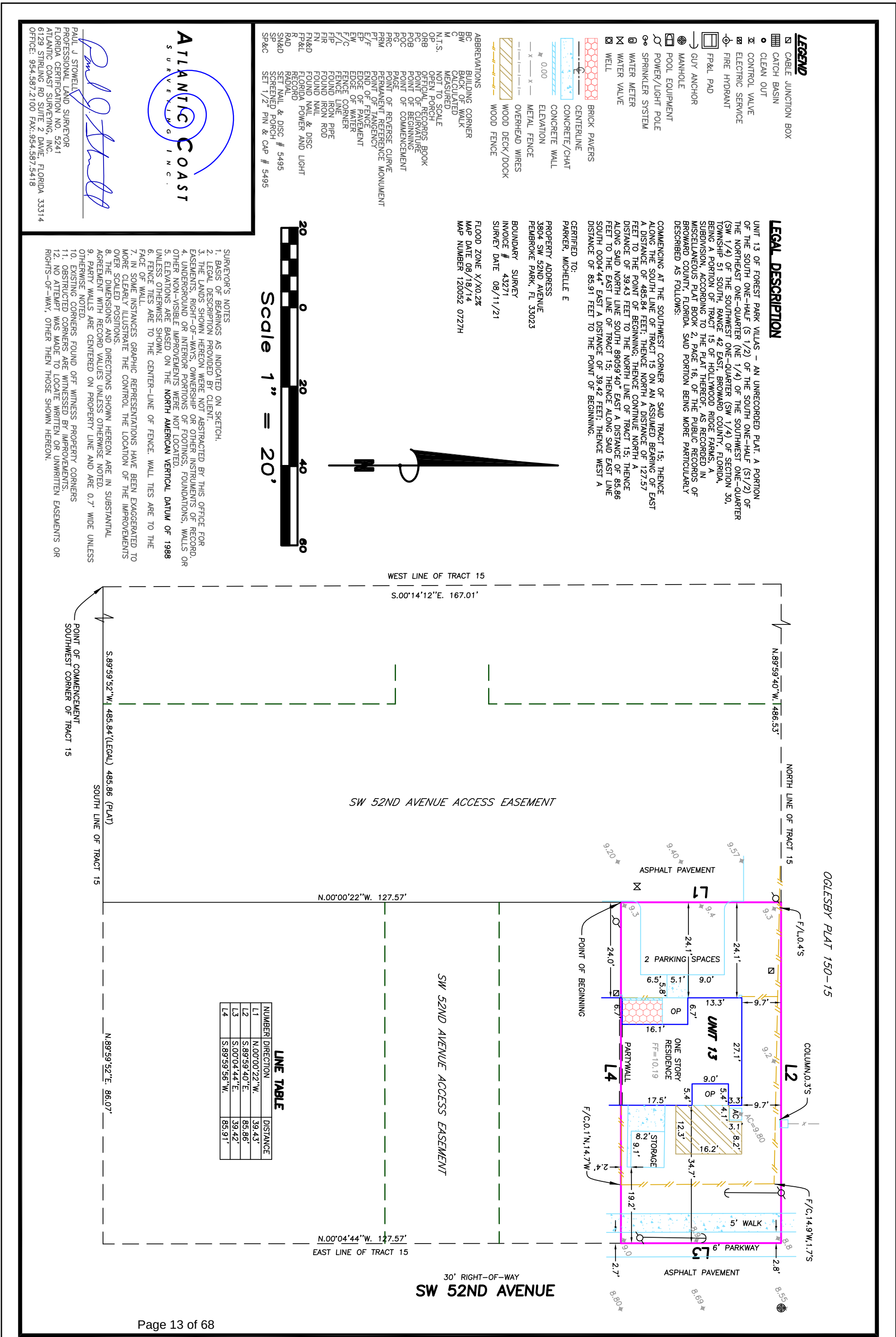
- HEADER TO STUD CONNECTION:..
PROVIDE SIMPSON, STA-12, PLAT STRAP
TIE TYPICAL ALONG INNER & OUTER WALL
NAIL TO W/ (6) 10d. NAILS; ALLOWABLE= 925#

TYP. DOOR JAMB DETAIL
SCALE: N.T.S.

5/8\"/>

HURRICANE STRAPS, SEE SCHEDULE







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

CODE ENFORCEMENT NOTICE OF VIOLATION

Sent To: PARKER, MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023

Case #: 4632

Date: 09/04/2019

Property Owner: PARKER, MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023

Property Description: 514230220130

Certified Mail #:

Legal Description: HOLLYWOOD RIDGE FARMS 2-16 MISC THAT PT OF LOT 15 DESC AS, COMM AT SW COR OF LOT 15, ELY 485.84, NLY 127.57 TO POB, CONT NLY 39.43, ELY 85.86 TO E/L OF LOT 15, SLY 39.42, WLY 85.91 TO POB AKA: LOT 13 FOREST PARK VILLAS

AKA: 3804 SW 52 AVE, PEMBROKE PARK, FL 33023

YOU ARE HEREBY NOTIFIED that the undersigned inspector alleges that on 9/4/2019 the following violation(s) of the Town of Pembroke Park Code of Ordinances existed on the property above:

Ordinance/Regulation	Section	Description	Days to Comply from Date of this Notice
BUILDING AND BUILDING REGULATIONS	Sec 5-105. - Repairs and installations	Repairs and installations shall be made so as to comply with the provisions of the building code or the approved site plan. All work shall proceed in a timely fashion and be done in a workmanlike manner.	30

Notes/Mean of Correction:

Addition to home in back of house without Building Permits. Property Owner will need to obtain Building Permit for structure or demo permit to remove structure.

Double permit fee has been assessed.

If the referenced violations are corrected within the number of days noted above from the date of issuance of this notice, you must contact the Code Enforcement Officer at (954) 966-4600 ext. 215.

Should all violations not be corrected and approved by the undersigned Code Enforcement Officer by the date and time specified above, you will be required to appear at the prosecution of this matter before the Town's Code Enforcement Board, pursuant to Chapter 7 of the Town of Pembroke Park Code of Ordinances and Chapter 162, Florida Statutes.

Teresa Malcolm
Code Enforcement Officer



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

Sent To:

PARKER,MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023

Case #:

4632

Date:

9/17/2021 9:00:00 AM

Property Owner:

PARKER,MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023

Property Description:

514230220130

Legal Description:

HOLLYWOOD RIDGE FARMS 2-16 MISC
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127.57 TO POB,CONT NLY 39.43,ELY
85.86 TO E/L OF LOT 15,SLY 39.42,WLY
85.91 TO POB AKA: LOT 13 FOREST
PARK VILLAS

AKA:

3804 SW 52 AVE, PEMBROKE PARK, FL
33023

Mailing Purposes Only



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

CODE ENFORCEMENT BOARD
TOWN OF PEMBROKE PARK
3150 SW 52 AVENUE
PEMBROKE PARK, FLORIDA 33308

TOWN OF PEMBROKE PARK, FLORIDA

Petitioner,

vs.

PARKER,MICHELLE E

Respondent(s)

Case #:

4632

SUPPLEMENTAL ORDER/CLAIM OF LIEN

TO: PARKER,MICHELLE E

3804 SW 52 AVE PEMBROKE PARK, FL 33023

The Town of Pembroke Park Code Enforcement Board, having reviewed evidence and sworn testimony by Affidavit, enters the following Findings of Fact:

1. That the Town of Pembroke Park Code Enforcement Board did issue on 6/16/2021, a Final Order in the above captioned case determining the Respondent(s) was/were guilty of violating the following sections of THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES.

Sec 5-105. - Repairs and installations

The Board ordered that the Respondent(s) shall comply WITHIN THIRTY (30) DAYS FROM THE DATE OF THE FORMAL HEARING held on 6/16/2021, or a \$50.00 (Fifty and 00/100 dollars) per diem fine will be assessed for each day the violations(s) continue to exist beyond the date set for compliance. In addition to the fines assessed by the Board, a mandatory \$100.00 (One Hundred and 00/100 dollars) administrative fee was assessed and must be paid immediately.

2. The Board found that the Respondent(s) had not complied with the Final Order issued on 6/16/2021. The Board considered the circumstances relating to this case and confirmed fine of \$5,750.00 (Five Thousand Seven Hundred Fifty and 00/100 dollars). Upon complying with this Final Order, the Respondent(s) **SHALL NOTIFY Teresa Malcolm**, the Code Enforcement Officer, who shall have the property inspected and notify the Code Enforcement Board if compliance has occurred.

3. That/those said violation(s) occurred on the following described real property situate, lying and being in Broward County, Florida, to-wit:

FOLIO #: 514230220130

LEGAL DESCRIPTION: HOLLYWOOD RIDGE FARMS 2-16 MISC
THAT PT OF LOT 15 DESC AS, COMM AT
SW COR OF LOT 15, ELY 485.84, NLY
127.57 TO POB, CONT NLY 39.43, ELY
85.86 TO E/L OF LOT 15, SLY 39.42, WLY
85.91 TO POB AKA: LOT 13 FOREST
PARK VILLAS

STREET ADDRESS: 3804 SW 52 AVE, PEMBROKE PARK, FL
33023

4. The fine and costs shall constitute a lien against the above-described real property pursuant to Chapter 162, Florida Statutes and Chapter 7 of the Town of Pembroke Park Code of Ordinances, as currently enacted or as may be amended from time to time. The Code Enforcement Board Clerk is directed to record a certified copy of this Order in the Public Records of Broward County, Florida.

This Supplemental Order and Claim of Lien entered by the Code Enforcement Board will be recorded in the Public Records of Broward County, constituting a lien on the subject real property.

Respondents may appeal a the Final Order of the Code Enforcement Board for the Town of Pembroke Park to the Circuit Court. An appeal must be filed within thirty (30) days of the execution of the Final Order to be appealed.

DONE AND ORDERED this _____

ATTEST:

CODE ENFORCEMENT BOARD
TOWN OF PEMBROKE PARK, FLORIDA

MARLEN D. MARTELL
CLERK
CODE ENFORCEMENT BOARD

TEST MAGISTRATE
CODE ENFORCEMENT BOARD

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this _____ day of _____,

20____ by _____ and _____, Special
Magistrate, respectively, of the Town of Pembroke Park, who are personally known to me and who did not
take an oath.

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large

Print, type or stamp name of Notary

Commission Number, if any

Note: Mail your payment to the above address made payable to The Town of Pembroke Park.



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

Sent To:

PARKER, MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023

Case #:

4632

Date:

9/4/2019 12:00:00 AM

Property Owner:

PARKER, MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023

Property Description:

514230220130

Legal Description:

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127.57 TO POB, CONT NLY 39.43, ELY
85.86 TO E/L OF LOT 15, SLY 39.42, WLY
85.91 TO POB AKA: LOT 13 FOREST
PARK VILLAS

AKA:

3804 SW 52 AVE, PEMBROKE PARK, FL
33023

Mailing Purposes Only

TOWN OF PEMBROKE PARK, FLORIDA

IN RE: ZONING VARIANCE PETITION CASE NO. 21-V-01

**MICHELLE PARKER
3804 SW 52nd AVENUE
PEMBROKE PARK, FL 33009**

Petitioner.

_____ /

REPORT OF HEARING EXAMINER AND NOTICE OF FILING

THIS MATTER came on to be considered before the undersigned Hearing Examiner¹, HARRY HIPLER, of the Town of Pembroke Park, Florida, on December 16, 2021 beginning at 2:00 p.m. at Town Hall of the Town of Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, Florida, 33023 pursuant to a Petition for Zoning Variance requesting an on-going variance for real property located at 3804 SW 52 Avenue in Pembroke Park Florida. The

¹ Pembroke Park uses a Hearing Examiner to consider these requests according to Sections 28-36 to Sections 28-79, code of ordinances. These proceedings are quasi-judicial proceedings. This Report of the Hearing Examiner is a recommendation, subject to the Town Commission's ultimate decision to determine whether this petition should be granted or denied. All documents reviewed may be found in the Town of Pembroke Park. Any recommendation made by the Hearing Examiner is not binding on the Town Commission. See Section 28-75, code of ordinances, which provides as follows: (b) "The Hearing Examiner shall serve in an advisory capacity to the Town Commission with respect to owner-initiated, site-specific rezoning and zoning variance requests, and in such capacity shall not make final determinations. (c) All decisions of the Hearing Examiner shall be in the form of a recommendation to the Town Commission. Only a party of record, or his or her representative, who has filed a request for appearance shall be afforded the right to address the Town Commission." However, as is the case at public hearings, there are public comments that can be made by the general public as concerns the subject petition and they will be considered if made.

Zoning Variance request is to waive the setback requirements of Section 28-75(a)(1) of the Town of Pembroke Park's Zoning Code and will be discussed in this Report.

The Hearing Examiner considered evidence provided by the Petitioner and its witnesses; the Town and its representative(s); Report and testimony of Heidi Siegel, Town of Pembroke Park Town Planner; the documentary evidence and reports presented, copies of which are either attached hereto or made reference to in this Report of Hearing Examiner that include the Petitioner's Petition for Zoning Variance and Pembroke Park Planner and Planning Report and attachments; any other documents presented; any public comments. All documents may be viewed in the Town of Pembroke Park. This matter was duly noticed in Pembroke Park, and advertised in the South Florida Sun-Sentinel by the town attorney. The public was given notice by the town as required by law, and any public comments were considered by the Hearing Examiner in making this Report and Recommendation.

FINDINGS

After considering the evidence, documents, and attachments presented, the Hearing Examiner finds and reports the following to the Town Commission of Pembroke Park, Florida:

1. A Petition for Zoning Variance² was filed in accordance with Pembroke Park Ordinance, Section 28-51, *et. seq.*, on or about November 22, 2021 requesting a zoning variance of an existing setback violation on the subject real property located at 3804 SW 52 AVENUE, PEMBROKE PARK FL 33023-6917, and which is legally described in the Town's notice and Petitioner's Petition for Zoning Variance as follows: **HOLLYWOOD RIDGE FARMS 2-16**

² Petitioner seeks a variance amendment to allow the land owner to develop a non-conforming structure of the property in violation of Town's set back requirements where a 25 foot setback is required. The subject accessory structure has existed on the subject real property for many years and violates See Sections 28-120, 28-126(a) Town of Pembroke Park Code. See Petitioner's Application for Zoning Variance as filed and the Charles O. Buckalew Consulting Engineer Services, Inc., Justification statement.

**MISC THAT PT OF LOT 15 DESC AS, COMM AT SW COR OF LOT 15,ELY
485.84,NLY 127.57 TO POB,CONT NLY 39.43,ELY 85.86 TO E/L OF LOT 15, SLY
39.42,WLY 85.91 TO POB AKA: LOT 13 FOREST PARK VILLAS. Folio/ID number is
5142 30 22 0130.**

HISTORY AND BACKGROUND

2. In April, 2000, Petitioner purchased the subject real property according to the Broward County Property Appraiser's Office and her testimony. The subject real property is a fee simple townhouse located in the Forest Park Villas development that is one of four units that abut SW 52nd Avenue. Since 1993 when the Town created the RM-16A zoning district to the present, the real property has been within the RM-16A zoning district. The RM-16A Medium Density Residential District is intended primarily for use as residential housing; however, certain other uses may be permitted as a conditional use, which have no bearing on this variance request. Further, preferred development structures in this zoning district include multifamily dwelling uses such as multi-story mid-rises, 2-story garden apartments, townhouses, villas, and other attached units. See Section 28-120, Town of Pembroke Park Code.

3. Section 28-126 (a) provides for setback requirements for residential dwellings in this zoning district so that every plot shall have a front yard of not less than 50 feet in depth if abutting an arterial roadway, or not less than 25 feet in depth or depth equal to the height of the building, whichever is greater. The setback of the accessory structure has a setback of 19 feet, 2 inches which is approximately 5 feet 10 inches or nearly 6 feet less than setback requirement that is provided by the Town's code.

Some years ago, this accessory structure was constructed onto the subject real property without complying with necessary building permits. If permits had been applied for at the time of construction of the accessory structure, the Town would have required compliance with the Town's set back requirements, and the permit would not have been issued without complying with approved setback plans, or alternately, the Town would have required why a waiver of the setback requirements for the accessory structure should be allowed before it was built or enhanced. Absent satisfactory reasons why a setback should be allowed, in all probability the Town would have denied such a request. See Town Planner's Report, page 3-4.

4. Petitioner was cited by the Town's code enforcement division, because this accessory structure does not comply with Section 28-126(a) as it violates the setback requirements imposed by this section of the Town's code. Petitioner received a code violation in Case Number 4632 for the construction of an accessory structure without a building permit. Petitioner sought to comply with the code enforcement violation by submitting an after the fact building permit, but after doing so it was determined by staff that the accessory structure is located within the required setback thereby precluding code enforcement from considering Petitioner's defenses and perhaps granting a zoning variance. Therefore, in an attempt to comply with code requirements, Petitioner sought a zoning variance in order to gain relief from the setback requirement and not be subject to code enforcement fines.³

5. A review of other multi-family developments along SW 52nd Avenue reveals that other developments in Forest Park Villas maintain the original setback of 35 feet, which is

³ Code violations "run with the land" in that subsequent purchasers and owners can be liable for violations and liens resulting from the actions of a prior owner or their own failure to obtain city permits in accordance with code provisions. See *City of Gainesville Code Enforcement Bd. v. Lewis*, 536 So.2d 1148 (Fla. 1DCA 1988); *Henley v. MacDonald*, 971 So.2d 998 (Fla. 4DCA 2008); *Monroe Co. v. Whispering Pines Assoc.*, 697 So.2d 973 (Fla. 3DCA 1997).

permissible as they do not have an accessory structure. Petitioner's accessory structure is 8 feet in height and behind a 6 foot wooden fence and is visible from SW 52nd Avenue. This unpermitted accessory structure is very close to the common area right of way. The unpermitted accessory structure is not consistent with the intent of the code, and deviates from its requirements and intrudes upon the uniformity of SW 52 Avenue. Although the subject unpermitted structure is 19 feet 2 inches from the property line, it is 4 feet 7 inches from the development's fence, and approximately 11 feet 7 inches from the public sidewalk. The property line sits at the street side edge of the sidewalk. When the development's common area and sidewalk area are deducted, the unpermitted structure is less than 5 feet from the fence and intrudes upon the former usable open space of the individual unit's plot by the presence of the accessory structure. See Town Planner's Report, page 3-4. This is not to say that the unpermitted structure hinders the use of Petitioner's lot or residence, but the unpermitted accessory structure does in fact impact upon the space of the owner of the subject real property and is in violation of Section 28-126(a) Town of Pembroke Code.

6. There is nothing provided that the accessory structure as built violates the development's by-laws, and one can only surmise that the accessory structure was placed onto the subject real property for storage purposes for furniture, lawn mower, etc., but cannot be occupied or lived in by anyone. Petitioners acknowledge this in their justification statement for the after the fact plans for the accessory structure development and Petitioner's variance from setback requirements contained in Section 28-126(a) Town of Pembroke Code:

"A. Maintain required setback standards for development. Owner says that the accessory structure will have no function in order to conform to zoning code requirements.

B. Hardship was not self-created by the owner, as this structure existed before the purchase of the subject real property and was pre-existing on the subject real property.

C. Setback variance creates reasonable use of the land by allowing the owner to develop a non-conforming structure of the property within substantial conformance and compliance of the setback requirements for such properties.

D. Proposed design and decorative features of any approved structure will incorporate materials and color palettes common for residences along this street corridor. The current placement of the structure along with exterior features and building setbacks and building height will include and maintain a visually pleasing appearance compatible with the abutting residences on each side of this property and existing residences on the opposite side of the street.

E. The approved structure will be proportionate in scale and height for all residence features and will be consistent with others in this area, along with exterior architectural features, finishes and details compatible with the surrounding neighborhood.”

See Charles O. Buckalew Justification statement on behalf of Petitioner’s application for zoning variance as filed.

7. In considering variance requests, the Town may consider new uses to current land uses, so that a structure complies with required building and structure and code requirements in any prior development that an owner seeks a zoning variance, along with consideration of aesthetic reasons when a zoning variance is requested. In order to ensure the goals of Petitioner and the Town, it is important to set forth bounds for use of this accessory structure so that the owner is placed on notice of what is and is not acceptable; and so that there is no carte blanche use of this accessory structure; and further that each variance request is considered on a case by case basis and granted or denied depending on the facts and circumstances existing in such

zoning variance requests. Petitioner has not made such broad based claims here, but instead seems to concentrate of keeping the accessory structure “as is” and aesthetically similar to the existing townhouse and neighboring residences, but this needs to be emphasized as there must be a determination of each case on a case by case basis, as without doing so could be inconsistent with the Town’s goals and its Comprehensive Land Use Plan that might make some variance requests inappropriate.⁴ Therefore, it is in everyone’s best interest that there are clear and definitive types of uses, if any, that could occur on the subject property should this zoning variance be granted.

THE LAW

8. For a variance request to succeed, the applicant carries the burden to establish that the criteria necessary to grant the request is met. See *City of Satellite Beach v. Goersch*, 217 So.3rd 1143, 1145 (Fla. 5th DCA 2017). A variance if granted is subject to a stringent standard that for relief from the literal enforcement of a zoning ordinance for the use of property in a manner that is otherwise forbidden upon a finding that enforcement of the ordinance as written would inflict practical difficulty or unnecessary hardships on a property owner. See *Auerbach v. City of Miami*, 929 So.2d 693 (Fla.3rd DCA 2006); *Herrera v. City of Miami*, 600 So.2d 561 (Fla. 3rd DCA 1992). A local government is provided with broad discretion in considering a variance request. See *City of Coral Gables v. Geary*, 383 So.2d 1127 (Fla. 3rd DCA 1980). A variance should not be granted where the use to be authorized thereby will alter the essential character of

⁴ The Local Government Comprehensive Planning and Land Development Regulation Act ("Growth Management Act") was enacted in 1985 and codified in Chapter 163, Florida Statutes. Part II of this enactment requires local governments to follow local comprehensive land development plans, where present and future land use plan elements are considered so that there is an orderly and balanced future economic, social, physical, environmental, and fiscal development of the area. See generally Fla. Stat. Sections 163.3177(1), et seq. See also *DMB Investment Trust v. Islamorada*, 225 So.3d 312 (Fla. 3rd DCA 2017); *Surf Works, LLC v. Jacksonville Beach*, 230 So. 3d 925 (Fla. 1st DCA 2017).

the locality, or interfere with the zoning plan for the area and with the rights of owners of other property. A variance which permits a use not authorized by an existing zoning classification set under a planned zoning of the area or neighborhood generally is not justified unless the land cannot yield a reasonable return when used only for purposes authorized in its present zoning. See *Elwyn v. City of Miami*, 113 So.2d 849 (Fla. 3rd DCA 1959).

On the other hand, the general rule in favor of a variance is that a variance may be granted when a situation is not caused by the conduct or expectations of a property owner, or when there is an undue hardship that will result against the property owner should the local government enforce its code of ordinances, or if there would be practical difficulty applied to the owner if a variance is not granted, or if the literal enforcement of a code division will result in a hardship. See *Clarke v. Morgan*, 327 So.2d 769 (Fla. 1975); *Maturo v. City of Coral Gables*, 619 So.2d 455 (Fla. 3rd DCA 1993); *Auerbach v. City of Miami*, 929 So.2d 693 (Fla.3rd DCA 2006). Stated another way, an applicant for a variance must show that strict application of the zoning ordinance will produce unnecessary hardship with respect to his or her parcel of land that he or she did not cause. *Crossroads Lounge, Inc. v. City of Miami*, 195 So.2d 232 (Fla.3d DCA 1967).

In considering a variance request by a property owner, the Town Commission is authorized to balance the interests of the public located in the local government, and the interests of the owner of the real property to obtain a reasonable use of the private property by the owner. See *Sarasota County v. Purser*, 486 So.2d 1359 (Fla. 2nd DCA 1985); *Metropolitan Dade County v. Reineng*, 399 So.2d 379 (Fla. 3rd DCA 1981). Public interest considerations include balancing an owner's right to obtain reasonable use of its property with a local government's interest in maintaining stability and continuity in its zoning regulations, and a desire to maintain quality

development and growth in the community, when applicable. In balancing these interests, a local government may also work with owners and developers when necessary to maintain quality development and use by considering variance requests, so long as the variance request does not hinder the public welfare and safety of the community, and the request remains consistent with zoning regulations of the local government and the Comprehensive Land Use Plan, and the law on variances is followed.⁵

9. The Town of Pembroke Park has adopted fundamental principles as to a zoning variance request by enacting Sections 28-75 and 28-76 of the Town code, which has established criteria for considering variance requests. According to the Town code, the Hearing Examiner may recommend, and the Town Commission may approve a variance request from the literal enforcement of a zoning ordinance whenever enforcement of the code will result in an undue hardship upon a party, when it would not endanger the health, safety, and welfare of the residents of the town, when changing conditions have occurred, when doing so there will be compliance with the Comprehensive Land Use Plan and its attendant requirements, to protect natural resources, and other listed criteria that may be considered by the hearing examiner and Town Commission, including the precedent required by Florida law. However, it is incumbent to

⁵ In *Lee County v. Sunbelt Equities, II, Ltd. Partnership*, 619 So.2d 996 (Fla. 2nd DCA 1993), the appellate court stated: "It has never been the law that a landowner is always entitled to the 'highest and best' use of his land. See *Penn Central Transportation Co. v. City of New York*, 438 U.S. 104, 98 S.Ct. 2646, 57 L.Ed.2d 631 (1978). This is not to suggest that a local government, in enacting land use codes, may disregard the landowner's rights. First of all, land use restrictions must substantially advance some legitimate state interest, or they are invalid. *Nollan v. California Coastal Commission*, 483 U.S. 825, 107 S.Ct. 3141, 97 L.Ed.2d 677 (1987). Second, they cannot be so intrusive as to deprive the landowner of reasonable economic use of the property, nor should previously permissible or "grandfathered" uses be incautiously rescinded. However, assuming a regulation is necessary for the welfare of the public, and is not physically invasive or confiscatory of some existing property right, it is within the government's "police power" to enact it, as long as the law is followed on variances. See *Village of Euclid, Ohio v. Ambler Realty Co.*, 272 U.S. 365, 47 S.Ct. 114, 71 L.Ed. 303 (1926)." *Id.*, at 1006.

understand that the granting or denial of a variance request rests with the local government. See *Herrera v. City of Miami*, 600 So.2d 561 (Fla. 3DCA 1992); *City of Satellite Beach v. Goersch*, 217 So.3d 1143 (Fla. 5th DCA 2017).

RECOMMENDATION OF HEARING EXAMINER

10. The Town Planner's Report and the comments made herein by the Hearing Examiner provide reasonable criteria in support of the instant variance request. Based upon the evidence presented, the Hearing Examiner finds that approving the variance request and those made herein will have no adverse effect on the Town's health, safety, and welfare. The Town Planner's recommendation and that made herein suggest that if granted the zoning variance will not have any adverse effect on Petitioner's neighborhood or street and adjacent properties; it will also not alter the use of the subject real property or the neighborhood and development. Petitioner has made this application due to the setback violations that she seeks to deviate from, and to keep intact the existing accessory structure that was constructed years ago, and as stated in this Report and the Town Planner's Recommendation, it appears that maintaining the existence of this accessory structure with the conditions and requirements mentioned in the Town Planner's Report and herein should be permitted. Should the Town reject the variance request, which is the prerogative of the Town Commission, the Petitioner would be required to remove the accessory structure that has existed for many years, and according to the Petitioner, it has existed before Petitioner purchased the subject real property. While this accessory structure does not necessarily augment and improve the subject real property and the neighboring land, it certainly does not lessen or reduce its quality especially when there are conditions placed on granting the zoning variance. Petitioner's variance request will not have an adverse effect on the functional uses and spaces of the neighbors now or in the future, as long as the Petitioner follows

the requirements made by the Town Planner and this Report. Petitioner's variance request should have no adverse effect on anyone, including Petitioner or the neighbors. By granting Petitioner's zoning variance relief in accordance with the Town Planner's recommendations and those of the Hearing Examiner will not be inconsistent with the Town's present zoning regulations or existing variances on the subject real property, and it will not be incompatible with the Town's Comprehensive Land Use Plan. This variance request as recommended by the Town Planner and Hearing Examiner is not inconsistent with the Town's policies and objectives and the intent of the Town's Comprehensive Plan and its code. The variance request as recommended by the Town Planner and Hearing Examiner is not inconsistent with the densities, intensities, and general uses that are set forth in the Town's Comprehensive Land Use Plan or its zoning regulations. The variance relief as recommended by the Town Planner and Hearing Examiner will have no adverse effect on the protection or conservation or preservation of environmentally critical areas and natural resources as this is not an issue. The variance request as approved by the this Report and the Town Planner is compatible with existing uses and will not cause damage, hazard, nuisance or other detriment to personal or real property of Petitioner or its neighbors. The variance request by Petitioner, and as recommended by the Town Planner and Hearing Examiner is permissible in order to allow minor deviations from the Town code and is not unduly burdensome. Approving the variance relief as recommended by the Town Planner and Hearing Examiner should not detrimentally harm the owner's use or that of any adjacent property owners. The variance request as recommended by the Town Planner and Hearing Examiner should not prejudice the aesthetics of the residential area, nor should it harm the health, safety, and welfare of the neighborhood. This variance request as recommended by the Town Planner and Hearing Examiner will not place an undue burden on existing infrastructure;

there are no additional occupants in the subject real property. And Petitioner requests that the accessory structure will have no function in order to conform to the Town's zoning district in which it lies and to maintain a status quo. This variance request as recommended by the Town Planner and Hearing Examiner is not inconsistent with the zoning regulations of the Town. See Chapter 28 of Code of Ordinances; Section 28-75 (a)(1)(A) through (M), which provides the relevant criteria; and Section 28-76 of the Town's code of ordinances.

In light of the reasons mentioned herein, granting the zoning variance would permit Petitioner a reasonable and best use of the subject real property without causing any prejudice to the neighborhood if all conditions and requirements are followed. In order to permit this variance of the accessory structure, which has been in existence for years and so that it would continue to fit in as it has for years, Petitioner will be required to comply with all conditions stated herein and in the report of the Town Planner.

R E C O M M E N D A T I O N

In view of the aforesaid findings made in this Report and Recommendation after considering the testimony and documentary evidence that were presented, the Hearing Examiner reports and recommends the following to the Town Commission:

A. That the Town Commission grant the variance request by Petitioner, but only as outlined in the Town Planner's Report and the Hearing Examiner and with all conditions made therein;

B. That the accessory structure shall have no function in order to conform to the zoning code requirements;

C. That the accessory structure shall not have or maintain any electricity, air conditioning, or plumbing; instead, if the Petitioner wishes to use it for storage of personal items like furniture, lawn mower, bicycle, etc., and not for business use, then it may be used for that purpose only if the Town Planner and staff agree in writing;

D. That there be placed in the structure one window with the appropriate building permits to the north and east elevation of the subject accessory structure. The window shall match the aesthetics of the main dwelling structure and its windows and shall be approved by the Town Planner;

E. That if the Town Planner determines that a door is necessary to gain entry and exit, then Petitioner shall place a door in the accessory structure. This decision as to whether a door is necessary or not is subject to the Town Planner and her decision. In light of the 8 feet in height of the accessory structure, the door shall comply with all town code requirements and if a permit is required, then Petitioner shall obtain a permit before any work is done for the door. The Town Planner shall determine if the door is compliant with town code requirements, and it shall comply with all aesthetic requirements consistent with the existing dwelling unit and the neighborhood;

F. That the subject accessory structure shall be painted to match the main dwelling unit, but before doing so a paint permit shall be obtained if required by the Town, and in any event, the paint color shall be approved by the Town Planner;

G. The roof of the subject accessory structure shall be modified to include barrel style roof tiles as a cap along all edges, and that all permits shall be applied and obtained from the Town before doing any work. Before doing any roof work, Petitioner shall follow the Town Planner's decision as to the roof to be installed, which shall be compliant with the town code;

H. The existing accessory structure shall be subject to being in compliance with the Florida Building Code, and before any further work is done on this accessory structure, town staff shall determine if the accessory structure complies with the Florida Building Code and town code. If for any reason it does not comply with the Florida Building Code and town code, then Petitioner shall be required to upgrade the accessory structure and obtain all necessary permits from the Town to make it comply with the Florida Building Code and town code;

I. The existing accessory structure shall not be used for business purposes, nor shall anyone reside or sleep within the structure at any time, ie no camping, no beds, and/or no overnight stays;

J. If necessary, Petitioner shall retain a company to determine if the structure is rodent and ant termite free, and it shall be kept clean at all times as applicable to all building structures;

K. If the Town Commission decides to modify its code in the future, and there is any inconsistency between the current variance should it be granted and any future zoning, then the Petitioner shall be required to comply with any future zoning code modification requirements;

L. Petitioner and any prospective purchaser(s) shall be required to comply with all requirements mentioned in this Hearing Examiner Report and that of the Town Planner's Report, as well as any other requirements of the Town Planner, the Town Commission, its local government agencies, and its staff now or in the future;

M. That if there are any violations by the Petitioner and/or a future owner(s) of the subject real property, then said violation(s) in the future shall constitute a code enforcement violation and be subject to code enforcement proceedings and supplementary proceedings as the case may be should this variance be granted, subject to the provisions stated in this Report and that of the Town Planner's Report;

N. That if Petitioner upon obtaining the variance fails to comply with any local, state, and federal laws, or anything required in this Report or that contained in the Town Planner's Report, then said violation shall constitute a local code violation and shall subject the owner of said property to fines and penalties as provided by law and code compliance;

O. Petitioner and any successor owner of the subject real property shall be bound by any zoning change and conditions as contained in the RM-16A, and all local, state, and federal laws, along with all Town commission requirements for any future development by Petitioner or any future owner;

P. Fire and safety department of the Town shall determine if the existing accessory structure is in violation of any fire and safety requirements, and Petitioner shall comply with all fire and safety department requirements;

Q. This accessory structure shall never be expanded or enlarged in size or use and it shall always be maintained in its present size and in its present use;

R. Petitioner shall obtain the approval in writing from the development's and association's Homeowner Association (HOA) as to the variance if it is granted on this accessory structure, ie, Petitioner shall confirm with the HOA that the work to be done on account of this variance is acceptable by the HOA. Further, it shall be the sole and exclusive responsibility of the Petitioner to apply to the HOA and obtain their written approval, and that written authorization shall be provided to the Town Planner from Petitioner and the development's and association's HOA.

CERTIFICATE OF FILING ORIGINAL REPORT

I HEREBY CERTIFY that this Report and Recommendation was filed and served with the Clerk of the Town of Pembroke Park, Florida, this 16th day of December, 2021.

/s/ HARRY HIPLER

HARRY HIPLER FBN 199842
EMAIL: hhip@aol.com
Town of Pembroke Park
Hearing Examiner
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
954-966-4600

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that this Report and Recommendation was filed and served by email this 16th day of December, 2021 on the following: Petitioner; its representatives and counsel, if any; Charles O. Buckalew; Consulting Engineer Services, Inc.; Heidi Siegel, AICP, Town Planner; Melissa P. Anderson, Esquire, Town Attorney; Town Manager; Town Clerk; Charles O. Buckalew; Consulting Engineer Services, Inc.; attorney for Petitioner; and whose emails are as follows: townclerk@tppfl.gov; townattorney@tppfl.gov; townplanner@tppfl.gov; townclerk@tppfl.gov; townmanager@tppfl.gov; mep954@hotmail.com; cmryanlaw@gmail.com; Cweidner321@aol.com; hhip@aol.com.

/s/ Harry Hipler

HARRY HIPLER
Town of Pembroke Park
Hearing Examiner
EMAIL: hhip@aol.com
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
954-966-4600

****Any party may appeal a decision of the Hearing Examiner and Town Commission concerning a rezoning or variance petition, which shall be by writ of certiorari to the Circuit Court pursuant to Fla. R. of Civ. Pr. 1.630 and Fla. R. App Pr. 9.100, and as otherwise provided by Florida law.**

TOWN OF PEMBROKE PARK, FLORIDA

IN RE: ZONING VARIANCE PETITION CASE NO. 21-V-01

**MICHELLE PARKER
3804 SW 52nd AVENUE
PEMBROKE PARK, FL 33009**

Petitioner.

_____ /

EXHIBITS OF HEARING EXAMINER

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that this Report and Recommendation was filed and served by email this 16th day of December, 2021 on the following: Petitioner; its representatives and counsel, if any; Charles O. Buckalew; Consulting Engineer Services, Inc.; Heidi Siegel, AICP, Town Planner; Melissa P. Anderson, Esquire, Town Attorney; Town Manager; Town Clerk; Charles O. Buckalew; Consulting Engineer Services, Inc.; attorney for Petitioner; and whose emails are as follows: townclerk@tppfl.gov; townattorney@tppfl.gov; townplanner@tppfl.gov; townclerk@tppfl.gov; townmanager@tppfl.gov; mep954@hotmail.com; cmryanlaw@gmail.com; Cweidner321@aol.com; hhip@aol.com.

/s/ Harry Hipler

HARRY HIPLER
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Town of Pembroke Park

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954.966.4600 • www.tppfl.gov



TO: Harry Hipler, Esq. Hearing Examiner

FROM: Heidi Siegel, AICP, Town Planner

MEETING DATE: December 16, 2021

SUBJECT: 21-V-01 / 3804 SW 52 Avenue / Request for a Variance from Section Sec. 28-126(a) requiring a 25-foot front setback for a plot used for dwelling purposes in the RM-16A Zoning District.

APPLICANT: Michelle Parker

OVERVIEW

The applicant received a Code Violation (Case #4632) for the construction of an accessory structure (shed) without a building permit. Upon submittal of an after-the-fact building permit, it was determined that the subject accessory structure is located within the required setback.

The Hearing Examiner shall review the request for a variance and make a recommendation to the Town Commission.

The following Zoning Code provision applies:

Sec. 28-126. - Minimum front yard.

(a) Residential uses: Every plot used for dwelling purposes shall have a front yard of not less than fifty (50) feet in depth if abutting an arterial roadway, as depicted on the Broward County Trafficways Plan, or not

less than twenty-five (25) feet in depth or depth equal to the height of the building, whichever is greater.

(b) Nonresidential uses: Every plot whose principal use is nonresidential shall have a front yard of not less than thirty (30) feet in depth or a depth equal to the height of the building, whichever is greater.

BACKGROUND AND ANALYSIS

The subject property is a fee-simple townhome located in the Forest Park Villas development. The property was developed in 1980. 3804 is one of four units that abut SW 52 Avenue directly and as such, the rear of each unit's plot is along the overall property "front setback" line.



Figure 1 Property Boundary. Source: Broward County Property Appraiser

At the time of construction, the property was most likely zoned "R-4". While the setback requirements in 1980 are unknown, the front setback line of the overall property to the rear of the dwelling unit is 35-feet. In 1993, the Town created the RM-16A Zoning District. This district is still in effect and governs any new construction on the site. Section 28-126 requires

a setback of *less than twenty-five (25) feet in depth or depth equal to the height of the building, whichever is greater* along the front property line. The subject accessory structure has a setback of 19 feet 2 inches.

A review of other multi-family developments along SW 52nd Avenue reveals that these developments exceed the “front” setback of the Forest Park Villas and the subject accessory structure. Within the Forest Park Villas development, the three adjacent units that abut SW 52 Avenue maintain the original setback of thirty-five feet. The subject accessory structure is located behind a 6-foot wooden fence and is visible from SW 52 Avenue.



Figure 2 Aerial View of Subject Site. Source: Google Earth 12/10/2018

Furthermore, the subject accessory structure was built without the required building permits. The Town of Pembroke Park includes zoning review at the time of building permit submission. Typically, a discrepancy in the proposed setback and the required setback would be addressed during building permit review and the building permit would not be issued without meeting the required setback on plans. The applicant is seeking an after-the-fact variance to obtain an after-the-fact building permit and cure an active code violation.

An on-site visit demonstrates that the siting of the unpermitted structure is very close to the common area/right-of-way. The visual of on-site conditions are not consistent with the intent of the code and disrupts the uniformity of SW 52 Avenue. While the subject unpermitted structure is 19 feet 2 inches from the property line, it is approximately 4 feet 7 inches from the development's fence and approximately 11 feet 7 inches from the public sidewalk. The property line sits at the streetside edge of the sidewalk. When the development's common area and sidewalk area are subtracted, the unpermitted structure is less than 5 feet from the fence that delineates the useable space of the individual unit's plot.



Figure 3 Subject Accessory Structure and Existing Fence. Source: Town Planner



Figure 4 Subject Accessory Structure Facing Northwest. Source: Town Planner

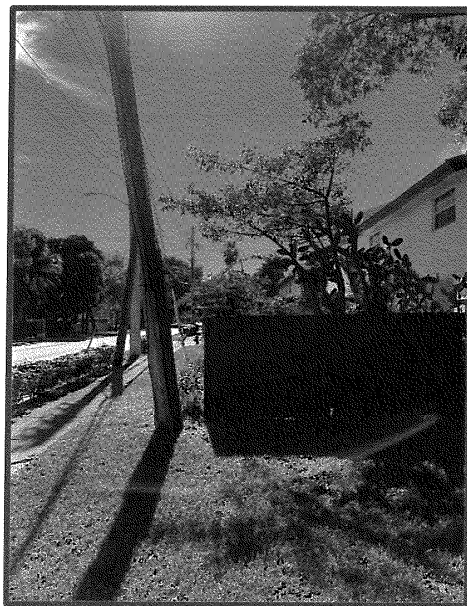


Figure 5 Subject Property and SW 52 Avenue Facing South Source: Town Planner

RECOMMENDATION

Staff recognizes that the structure is built and that the applicant has expended funds for the construction of the structure. However, had this application followed the standard process of a building permit it would have been denied and the applicant would have either adjusted the plans or applied for a variance. The same concerns about the on-site conditions outlined above would have been presented by staff if a before-construction variance had been requested.

Should the Hearing Examiner recommend to the Town Commission approval of the variance request, Staff recommends the following conditions:

1. One window shall be added, with the appropriate building permits, to the north and east elevation of the subject accessory structure. The windows shall match the aesthetics of the main dwelling structure rear windows.
2. The subject accessory structure shall be painted to match the main dwelling unit. A paint permit is required.
3. The roof of the subject accessory dwelling unit shall be modified to include barrel style roof tiles as a cap along all edges. A building permit is required.
4. The subject accessory structure shall not be expanded or enlarged.
5. The subject accessory structure shall not be used as a dwelling unit.
6. Prior to the issuance of a building permit, the applicant shall provide a letter from the Forest Villa homeowner association consenting to the setback variance and the continual use of the accessory structure.

ATTACHMENTS

Application
Applicant's Justification Statement
Site Drawing
Site Survey
Notice of Violation

Date: 10/06/2021
Case No: 21-V-01

Filing Fees: Refer to Development Application Fee Schedule.

Amount Paid: \$300 Date: 11/22/2021 ☒ Hearing Examiner ☐ Town Commission ☐ Other

Petitioner / Applicant: Michelle E. Parker

Address: 3804 SW 52 Ave City: Rembrooke Park, FL 33023

Phone: 954 294 6817 Fax: _____ E-mail: mep954@hotmail.com

Petitioner's Relation to Subject Property: owner

If Petitioner is not Owner, Name of Owner: _____

Address of Owner: same City: _____

Signature of Petitioner: Michelle E. Parker

Address of Property Subject to the Requested Variance: _____

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

Variance Requested: _____

PROVIDE THE FOLLOWING IN PDF FORMAT UNLESS OTHERWISE SPECIFIED:

- Drawings/survey;
- Justification statement addressing all criteria in Sec. 28-75(a)(1); and
- Other documentation necessary to support the petition for the variance.

OWNER / AGENT CERTIFICATE:

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

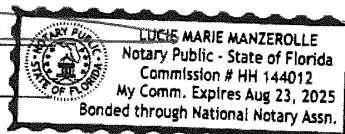
Signature of owner/agent: Michelle E. Parker Sworn to and subscribed before me this 6 day of October 2021, by Michelle Parker

☒ He/She is personally known to me or

☐ He/She has presented _____ as identification.

Signature of Notary Public: _____

Type or Print Name: Lucie Manzerolle



FOR STAFF USE ONLY

Hearing Examiner Action Date: _____ () Approved () Denied () Approved with conditions
Town Commission Page 43 of 68 Date: _____ () Approved () Denied () Approved with conditions



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

DATE: 10-10-2021

PEMBROKE PARK, PLANNING & ZONING,, TO WHOM IT MAY CONCERN ::

THE FOLLOWING IS THE JUSTIFICATION STATEMENT AS PER SECT. 28-75(a)(1), PEMBROKE PARK PLANNING & ZONING, FOR THE APPROVAL OF SITE DEVELOPMENT PLANS FOR AFTER-THE-FACT PLANS FOR SHED DEVELOPMENT AND SETBACK VARIANCE SUBMITTAL AND APPROVAL FOR THE MICHELE PARKER RESIDENCE, COMMONLY KNOWN AS ::

MICHELE PARKER RESIDENCE
3804 SW. 52nd. AVENUE, PEMBROKE PARK FLORIDA 33023
FOLIO NO. = 5142-30-22-0130

GENERAL SITE INFORMATION :::

REQUIRED SETBACK = 25'-0"
PROVIDED SETBACK = 19'-2"

JUSTIFICATION STATEMENT :: SECT. 28-75(a)(1)

- A. MAINTAINING REQ'D. SETBACK STANDARDS FOR DEVELOPMENT, PRESENTS A SCENARIO WHERE THE OWNER WILL HAVE NO FUNCTION OF THE PRE-EXISTING STRUCTURE FOR CONFORMANCE TO THE ZONING CODE REQUIREMENTS AND ALSO RESTRICTS ANY IMPROVEMENTS TO THE PRE-EXISTING STRUCTURE OR THE "SHED".. THE HARDSHIP AS PRESENTED, IS NOT SELF-CREATED BY THE OWNER, BUT IS INHERENT TO THE PRE-EXISTING NATURE AND CONDITIONS OF THE SITE AND BOUNDARYS OF THE PROPERTY.
- B. THE SETBACK VARIANCE CREATES REASONABLE USE OF LAND, BY ALLOWING THE OWNER TO DEVELOP A NON-CONFORMING STRUCTURE OF THE PROPERTY WITHIN SUBSTANTIAL CONFORMANCE AND COMPLIANCE OF THE SETBACKS FOR THE PROPERTIES.. REQ'D= 25'-0" PROVIDED= 19'-2"
- C. THE APPROVED VARIANCE, PROPOSED DESIGN AND DECORATIVE FEATURES OF THIS APPROVED SHED WILL INCORPORATE MATERIALS AND COLOR PALETTES COMMON FOR RESIDENCES ALONG THIS STREET CORRIDOR. THE CURRENT PLACEMENT OF THE SHED ALONG WITH EXTERIOR FEATURES, BUILDING SETBACKS AND BUILDING HEIGHT WILL INCLUDE AND MAINTAIN A VISUALLY PLEASING APPEARANCE COMPATIBLE WITH THE ABUTTING RESIDENCES ON EACH-SIDE OF THIS PROPERTY AND EXISTING RESIDENCES ON THE OPPOSITE SIDE OF THE STREET.

THE APPROVED SHED DESIGN IS PROPORTIONATE IN SCALE AND HEIGHT FOR ALL RESIDENTIAL FEATURES AND IS CONSISTENT WITH OTHERS IN THIS AREA, ALONG WITH EXTERIOR ARCHITECTURAL FEATURES, FINISHES AND DETAILS COMPATIBLE WITH THE SURROUNDING NEIGHBORHOOD.

SCALE: 1/4"=1'-0"

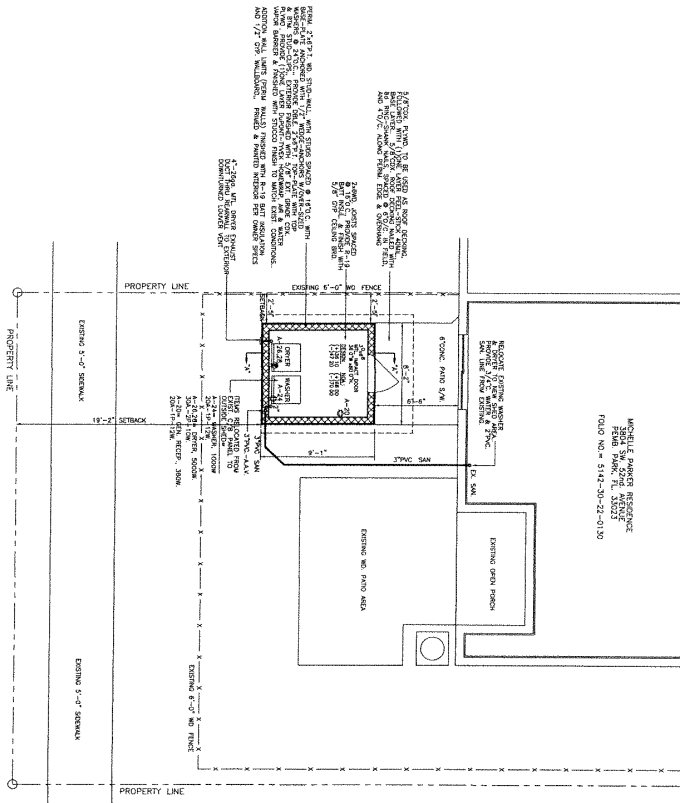
1. UNLESS OTHERWISE NOTED, ALL MATERIALS, WORKMANSHIP & PRACTICES SHALL MEET THE REQUIREMENTS OF THE FOLLOWING

- [illegible]

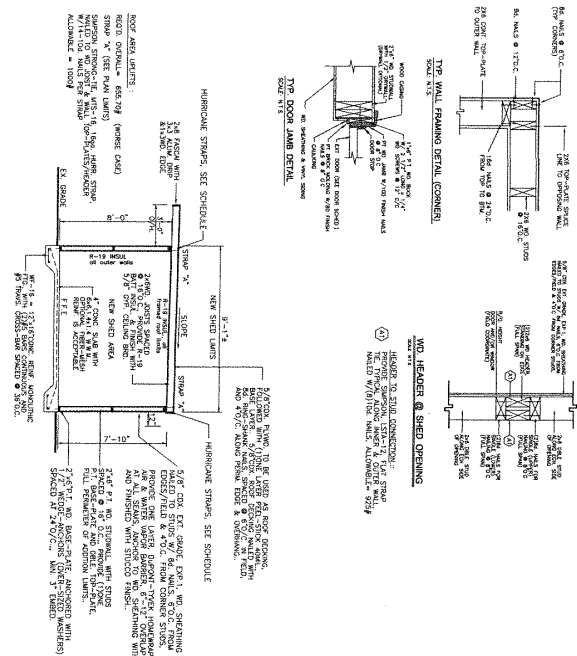
1. SLAB & FOOTING CONC. SHALL
BE SPREAD, ATTEN. & MORE CONCRETE

- ORIGINAL NOTE (2024, CONTINUED):
 WE HAVE CONDUCTED ADDITIONAL ANALYSIS AND ARE EXTENDING
 THE DISCUSSION OF THE RESULTS OF THE ANALYSIS TO THE
 CONCLUDING REMARKS OF THE PAPER. THE ANALYSIS OF THE
 DATA FROM THE 2000 P-57—EXISTING SAND/SILT CONDITIONS
 CAN SUPPORT THE MODIFIED LOADS.

AS DETERMINED BY RATIONAL ANALYSIS & PRE-EXISTING CONSTRUCTION CONDITIONS. THE FOUNDATION IS DESIGNED FOR MIN. 2,000 P.S.F. EXISTING SAND/SOIL CONDITIONS CAN SUPPORT THE IMPOSED LOADS.



SCALE: 1/4"=1'-0"



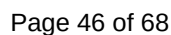
This item has been Digitally Signed and Sealed by Charles O. Buckalew, FL PE # 24842 on September 14, 2014. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CODE VIOLATION - SHED ENCLOSURE
FOR :: MICHELLE PARKER RESIDENCE

FOLIO NO.: 5142-30-22-0130, 3804 SW. 52nd. AVENUE, PEMBROKE 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

Page 45 of 68





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

CODE ENFORCEMENT NOTICE OF VIOLATION

Sent To: PARKER, MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023

Case #: 4632

Date: 09/04/2019

Property Owner: PARKER, MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023

Property Description: 514230220130

Certified Mail #:

Legal Description: HOLLYWOOD RIDGE FARMS 2-16 MISC
THAT PT OF LOT 15 DESC AS, COMM AT
SW COR OF LOT 15, ELY 485.84, NLY
127.57 TO POB, CONT NLY 39.43, ELY
85.86 TO E/L OF LOT 15, SLY 39.42, WLY
85.91 TO POB AKA: LOT 13 FOREST
PARK VILLAS

AKA: 3804 SW 52 AVE, PEMBROKE PARK, FL
33023

YOU ARE HEREBY NOTIFIED that the undersigned inspector alleges that on 9/4/2019 the following violation(s) of the Town of Pembroke Park Code of Ordinances existed on the property above:

Ordinance/Regulation	Section	Description	Days to Comply from Date of this Notice
BUILDING AND BUILDING REGULATIONS	Sec 5-105. - Repairs and installations	Repairs and installations shall be made so as to comply with the provisions of the building code or the approved site plan. All work shall proceed in a timely fashion and be done in a workmanlike manner.	30

Notes/Mean of Correction:

Addition to home in back of house without Building Permits. Property Owner will need to obtain Building Permit for structure or demo permit to remove structure.

Double permit fee has been assessed.

If the referenced violations are corrected within the number of days noted above from the date of issuance of this notice, you must contact the Code Enforcement Officer at (954) 966-4600 ext. 215.

Should all violations not be corrected and approved by the undersigned Code Enforcement Officer by the date and time specified above, you will be required to appear at the prosecution of this matter before the Town's Code Enforcement Board, pursuant to Chapter 7 of the Town of Pembroke Park Code of Ordinances and Chapter 162, Florida Statutes.

Teresa Malcolm
Code Enforcement Officer



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

Sent To:

PARKER, MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023

Case #:

4632

Date:

9/17/2021 9:00:00 AM

Property Owner:

PARKER, MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023

Property Description:

514230220130

Legal Description:

HOLLYWOOD RIDGE FARMS 2-16 MISC
THAT PT OF LOT 15 DESC AS, COMM AT
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127.57 TO POB, CONT NLY 39.43, ELY
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85.91 TO POB AKA: LOT 13 FOREST
PARK VILLAS

AKA:

3804 SW 52 AVE, PEMBROKE PARK, FL
33023

Mailing Purposes Only



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

CODE ENFORCEMENT BOARD
TOWN OF PEMBROKE PARK
3150 SW 52 AVENUE
PEMBROKE PARK, FLORIDA 33308

TOWN OF PEMBROKE PARK, FLORIDA

Petitioner,

vs.

PARKER, MICHELLE E

Respondent(s)

Case #:

4632

SUPPLEMENTAL ORDER/CLAIM OF LIEN

TO: PARKER, MICHELLE E

3804 SW 52 AVE PEMBROKE PARK, FL 33023

The Town of Pembroke Park Code Enforcement Board, having reviewed evidence and sworn testimony by Affidavit, enters the following Findings of Fact:

1. That the Town of Pembroke Park Code Enforcement Board did issue on 6/16/2021, a Final Order in the above captioned case determining the Respondent(s) was/were guilty of violating the following sections of THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES.

Sec 5-105. - Repairs and installations

The Board ordered that the Respondent(s) shall comply WITHIN THIRTY (30) DAYS FROM THE DATE OF THE FORMAL HEARING held on 6/16/2021, or a \$50.00 (Fifty and 00/100 dollars) per diem fine will be assessed for each day the violations(s) continue to exist beyond the date set for compliance. In addition to the fines assessed by the Board, a mandatory \$100.00 (One Hundred and 00/100 dollars) administrative fee was assessed and must be paid immediately.

2. The Board found that the Respondent(s) had not complied with the Final Order issued on 6/16/2021. The Board considered the circumstances relating to this case and confirmed fine of \$5,750.00 (Five Thousand Seven Hundred Fifty and 00/100 dollars). Upon complying with this Final Order, the Respondent(s) **SHALL NOTIFY Teresa Malcolm**, the Code Enforcement Officer, who shall have the property inspected and notify the Code Enforcement Board if compliance has occurred.

3. That/those said violation(s) occurred on the following described real property situate, lying and being in Broward County, Florida, to-wit:

1 of 2

FOLIO #: 514230220130

LEGAL DESCRIPTION: HOLLYWOOD RIDGE FARMS 2-16 MISC
THAT PT OF LOT 15 DESC AS, COMM AT
SW COR OF LOT 15, ELY 485.84, NLY
127.57 TO POB, CONT NLY 39.43, ELY
85.86 TO E/L OF LOT 15, SLY 39.42, WLY
85.91 TO POB AKA: LOT 13 FOREST
PARK VILLAS

STREET ADDRESS: 3804 SW 52 AVE, PEMBROKE PARK, FL
33023

4. The fine and costs shall constitute a lien against the above-described real property pursuant to Chapter 162, Florida Statutes and Chapter 7 of the Town of Pembroke Park Code of Ordinances, as currently enacted or as may be amended from time to time. The Code Enforcement Board Clerk is directed to record a certified copy of this Order in the Public Records of Broward County, Florida.

This Supplemental Order and Claim of Lien entered by the Code Enforcement Board will be recorded in the Public Records of Broward County, constituting a lien on the subject real property.

Respondents may appeal a the Final Order of the Code Enforcement Board for the Town of Pembroke Park to the Circuit Court. An appeal must be filed within thirty (30) days of the execution of the Final Order to be appealed.

DONE AND ORDERED this _____

ATTEST:

CODE ENFORCEMENT BOARD
TOWN OF PEMBROKE PARK, FLORIDA

MARLEN D. MARTELL
CLERK
CODE ENFORCEMENT BOARD

TEST MAGISTRATE
CODE ENFORCEMENT BOARD

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this _____ day of _____,

20____ by _____ and _____, Special
Magistrate, respectively, of the Town of Pembroke Park, who are personally known to me and who did not
take an oath.

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large

Print, type or stamp name of Notary

Commission Number, if any

Note: Mail your payment to the above address made payable to The Town of Pembroke Park.



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

Sent To:

PARKER,MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023

Case #:

4632

Date:

9/4/2019 12:00:00 AM

Property Owner:

PARKER,MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023

Property Description:

514230220130

Legal Description:

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PARK VILLAS

AKA:

3804 SW 52 AVE, PEMBROKE PARK, FL
33023

Mailing Purposes Only

**TOWN OF PEMBROK PARK
NOTICE OF ZONING VARIANCE HEARING**

NOTICE IS HEREBY GIVEN to all parties that the Town of Pembroke Park, Broward County, Florida, is conducting a Public Hearing in the Town Commission Chambers of Town Hall, located at 3150 S.W. 52nd Avenue, Pembroke Park, Florida on December 16, 2021, at 2 p.m. to consider a petition requesting a ZONING VARIANCE for a property located at 3804 SW 52 Avenue in Pembroke Park Florida. The Zoning Variance request is to waive the setback requirements of Section 28-75(a)(1) of the Town of Pembroke Park's Zoning Code.

The Zoning Variance may be viewed and inspected by the public in the Town Clerk's Office. All interested parties may appear at the Zoning Variance Hearing and be heard with respect to the requested Zoning Variance. All interested parties please take due notice of the time and date of the and govern yourselves accordingly.

Any person who decides to appeal the decision of the Hearing Examiner with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, 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 VIRTUAL MEETING MAY CALL THE TOWN CLERK'S OFFICE AT 954.966.4600 AT LEAST 2 CALENDAR DAYS PRIOR TO THE MEETING.

TOWN OF PEMBROKE PARK

By: /s/Melissa P. Anderson
MELISSA P. ANDERSON, Town Attorney



Published on *Pembroke Park, FL* (<https://www.tppfl.gov>)

[Home](#) > Hearing Examiner Meeting

Hearing Examiner Meeting

Event Date:

Thursday, December 16, 2021 - 2:00pm

Address

*Town Hall Commission Chambers
3150 SW 52 Avenue
Pembroke Park, FL 33023
United States
See map: [Google Maps](#)*

TOWN OF PEMBROKE PARK NOTICE OF ZONING VARIANCE HEARING

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ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS VIRTUAL MEETING MAY CALL THE TOWN CLERK'S OFFICE AT 954.966.4600 AT LEAST 2 CALENDAR DAYS PRIOR TO THE MEETING.

TOWN OF PEMBROKE PARK

By: /s/Melissa P. Anderson

MELISSA P. ANDERSON, Town Attorney

Source URL: <https://www.tppfl.gov/home/events/4096>



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

Property Assessment Values

2022 Exemptions and Taxable Values by Taxing Authority

Sales History

Land Calculations

Special Assessments

Page 173 of 268



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

DATE: 10-10-2021

PEMBROKE PARK , PLANNING & ZONING,, TO WHOM IT MAY CONCERN ::

THE FOLLOWING IS THE JUSTIFICATION STATEMENT AS PER SECT. 28-75(a)(1), PEMBROKE PARK PLANNING & ZONING. FOR THE APPROVAL OF SITE DEVELOPMENT PLANS FOR AFTER-THE-FACT PLANS FOR SHED DEVELOPMENT AND SETBACK VARIANCE SUBMITTAL AND APPROVAL FOR THE MICHELE PARKER RESIDENCE, COMMONLY KNOWN AS ::

MICHELE PARKER RESIDENCE
3804 SW. 52nd. AVENUE, PEMBROKE PARK FLORIDA 33023
FOLIO NO. = 5142-30-22-0130

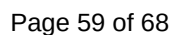
GENERAL SITE INFORMATION ::

REQUIRED SETBACK = 25'-0"
PROVIDED SETBACK = 19'-2"

JUSTIFICATION STATEMENT :: SECT. 28-75(a)(1)

- A. MAINTAINING REQ'D. SETBACK STANDARDS FOR DEVELOPMENT, PRESENTS A SCENARIO WHERE THE OWNER WILL HAVE NO FUNCTION OF THE PRE-EXISTING STRUCTURE FOR CONFORMANCE TO THE ZONING CODE REQUIREMENTS AND ALSO RESTRICTS ANY IMPROVEMENTS TO THE PRE-EXISTING STRUCTURE OR THE "SHED".. THE HARDSHIP AS PRESENTED, IS NOT SELF-CREATED BY THE OWNER, BUT IS INHERENT TO THE PRE-EXISTING NATURE AND CONDITIONS OF THE SITE AND BOUNDARYS OF THE PROPERTY.
- B. THE SETBACK VARIANCE CREATES REASONABLE USE OF LAND, BY ALLOWING THE OWNER TO DEVELOP A NON-CONFORMING STRUCTURE OF THE PROPERTY WITHIN SUBSTANTIAL CONFORMANCE AND COMPLIANCE OF THE SETBACKS FOR THE PROPERTIES.. REQ'D= 25'-0" PROVIDED= 19'-2"
- C. THE APPROVED VARIANCE, PROPOSED DESIGN AND DECORATIVE FEATURES OF THIS APPROVED SHED WILL INCORPORATE MATERIALS AND COLOR PALETTES COMMON FOR RESIDENCES ALONG THIS STREET CORRIDOR. THE CURRENT PLACEMENT OF THE SHED ALONG WITH EXTERIOR FEATURES, BUILDING SETBACKS AND BUILDING HEIGHT WILL INCLUDE AND MAINTAIN A VISUALLY PLEASING APPEARANCE COMPATIBLE WITH THE ABUTTING RESIDENCES ON EACH-SIDE OF THIS PROPERTY AND EXISTING RESIDENCES ON THE OPPOSITE SIDE OF THE STREET.

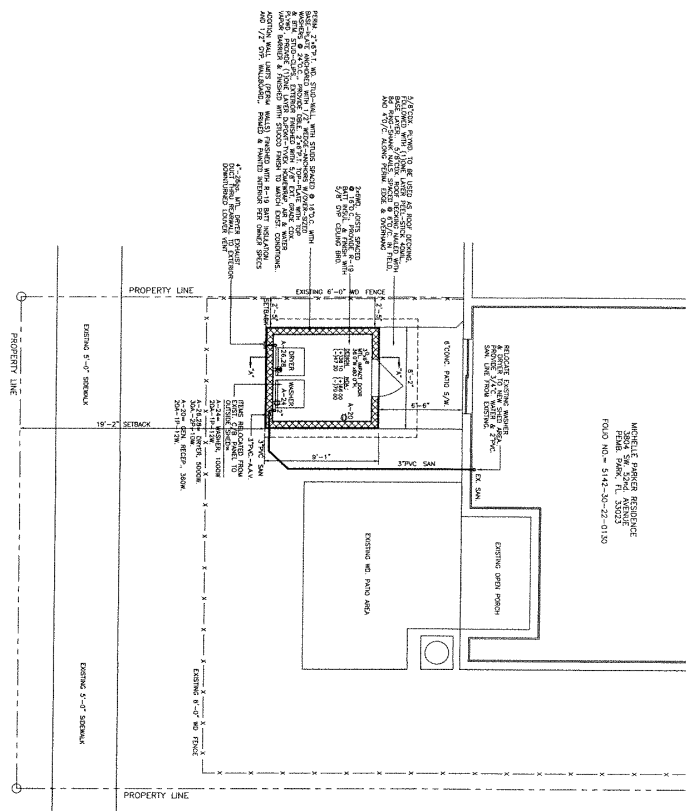
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- GENERAL NOTES:**
1. EXISTING CONCRETE FLOOR, ALL MATERIALS, WORKMANSHIP & FINISHES SHALL MEET THE 2003 FLORIDA BUILDING CODE - IN EXISTING CHANGING 3 AND CHAPTER 4 AND, CODE 7-1.1.
 2. THE EXISTING CONCRETE FLOOR SHALL BE REINFORCED WITH 4" DIA. STEEL REBAR AT 18" ON CENTER, MINIMUM 12" DEEP, AND SHALL BE FINISHED WITH 4" THICK CONCRETE.
 3. THE EXISTING CONCRETE FLOOR SHALL BE REINFORCED WITH 4" DIA. STEEL REBAR AT 18" ON CENTER, MINIMUM 12" DEEP, AND SHALL BE FINISHED WITH 4" THICK CONCRETE.
 4. THE EXISTING CONCRETE FLOOR SHALL BE REINFORCED WITH 4" DIA. STEEL REBAR AT 18" ON CENTER, MINIMUM 12" DEEP, AND SHALL BE FINISHED WITH 4" THICK CONCRETE.
 5. THE EXISTING CONCRETE FLOOR SHALL BE REINFORCED WITH 4" DIA. STEEL REBAR AT 18" ON CENTER, MINIMUM 12" DEEP, AND SHALL BE FINISHED WITH 4" THICK CONCRETE.

WD. SHED ADDITION - FLOOR PLAN & SITE PLAN

SCALE 1/4"=1'-0"



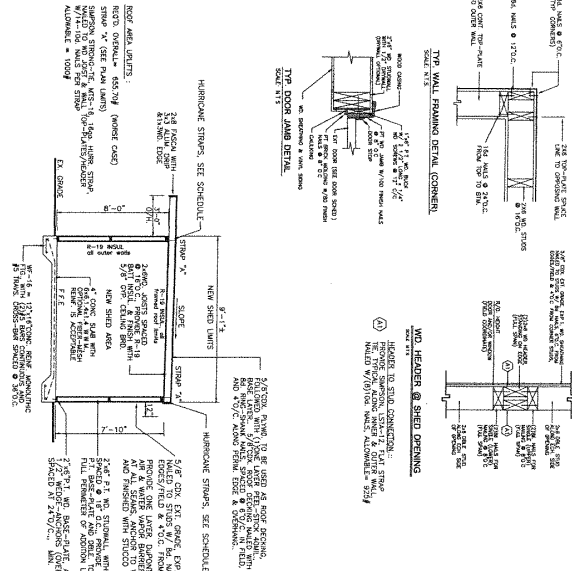
This item has been Digitally Signed and Sealed by Charles O. Buckalew, FL, PE # 24842 on September 14, 2020. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Charles O. Buckalew
 Digitally signed by
 Charles O. Buckalew
 Date: 2021.09.14
 15:19:59 -0400



SECTION "A-A"

SCALE 1/4"=1'-0"



CODE VIOLATION - SHED ENCLOSURE
 FOR :: MICHELLE PARKER RESIDENCE

FOLD NO.: 5142-30-22-0130, 3804 SW 52nd AVENUE, PEMBROKE PARK FLORIDA 33023

Charles O. Buckalew
 Consulting Engineering Services, Inc.
 801 South Green Street, Suite 201
 Hollywood, Florida 33019
 P.E. License No. 24842
 858-1188 Fax: (954) 928-8988

DATE: 09/14/20
 SCALE: 1/4"=1'-0"
 BY: C.B.W.
 JOB: SE-2198
 SET: A-1

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

TOWN OF PEMBROKE PARK, FLORIDA,) Case No.: 4632
Petitioner,)
vs.)
MICHELLE PARKER)
Respondent(s))

FINAL ORDER

THIS CAUSE came on to be heard before the undersigned Special Magistrate on June 16th, 2021, after service and due notice was provided to Respondent(s) as provided by law. After considering the evidence and testimony and arguments presented, the Special Magistrate finds, and orders as follows:

FINDINGS OF FACT

SUBJECT REAL PROPERTY: 3804 SW 52 AVE, PEMBROKE PARK, FL 33023

PROPERTY OWNER: MICHELLE PARKER, 3804 SW 52 AVE, PEMBROKE PARK, FL 33023

FOLIO NO.: 514230220130

LEGAL DESCRIPTION: HOLLYWOOD RIDGE FARMS 2-16 MISC THAT PT OF LOT 15 DESC AS, COMM AT SW COR OF LOT 15, ELY 485.84, NLY 127.57 TO POB, CONT NLY 39.43, ELY 85.86 TO E/L OF LOT 15, SLY 39.42, WLY 85.91 TO POB AKA: LOT 13 FOREST PARK VILLAS

After considering the testimony and evidence presented, the Special Magistrate finds that Respondent(s) is/are guilty of violating the Town of Pembroke Park Code of Ordinances section(s) 5-105. The Special Magistrate adopted as its findings of facts those facts as set forth by the Code Enforcement Officer, and included in the record, and found that Respondent violated the Code of Ordinances.

CONCLUSIONS OF LAW

Based upon the testimony and evidence presented by Petitioner that is stated above, Petitioner met its burden of proving by substantial competent evidence that the violation(s) as alleged in the Notice of Violation and presented by the Code Enforcement Officer does in fact exist on the subject real property.

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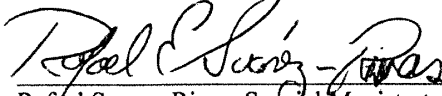
ORDER

THEREFORE, it is the Order of the Special Magistrate that, based on the foregoing, the Respondent(s) shall comply with the TOWN OF PEMBROKE PARK CODE OF ORDINANCE SECTION(S) 5-105 (WITHIN 60 **DAYS OF THE DATE OF THE FORMAL HEARING** held on 16th day of June 2021. If the Respondent(s) does/do not comply within the time specified, the Respondent(s) shall pay \$50.00 PER DIEM(PER DAY) FOR EACH DAY THE VIOLATION(S) continue to exist beyond the date set for compliance herein. **IN ADDITION TO THE FINES ASSESSED BY THE SPECIAL MAGISTRATE, A MANDATORY ADMINISTRATIVE FEE OF ONE HUNDRED DOLLARS (\$100.00) SHALL BE PAID WITHIN 30 DAYS OF THE DATE OF THE HEARING.**

A FINE AND LIEN IMPOSED BY THE SPECIAL MAGISTRATE SHALL CONTINUE TO ACCRUE UNTIL THE RESPONDENT(S) AND VIOLATOR(S) COME INTO COMPLIANCE WITH THE FINAL ORDER. RESPONDENT SHALL NOTIFY THE TOWN'S CODE COMPLIANCE OFFICER, WHO SHALL INSPECT THE PROPERTY TO DETERMINE IF COMPLIANCE HAS OCCURRED.

DONE AND ORDERED at the Town of Pembroke Park, Florida,
this 16th day of June 2021.

TOWN OF PEMBROKE PARK


Rafael Suarez-Rivas, Special Magistrate

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

Certificate of Service

I the undersigned, Code Enforcement Officer, Teresa Malcolm, do certify that a true and correct copy of this order was mailed through the United States Mail to the Respondent(s) at the address set forth above in this Final Order on this 17 day of June, 2021.



Teresa Malcolm
Code Enforcement Officer
Town of Pembroke Park
3150 SW 52 AVE
Pembroke Park, FL 33023

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

TOWN OF PEMBROKE PARK, FLORIDA
Petitioner,

Case No.: **4632**

vs.

MICHELLE PARKER
Respondent(s)

SUPPLEMENTAL ORDER/CODE ENFORCEMENT LIEN

THIS CAUSE came on to be heard before the undersigned Special Magistrate on September 15th, 2021 to confirm a fine and enter a code enforcement lien pursuant to the Special Magistrate's Final Order that was entered on June 16th, 2021. Based upon the evidence presented [and there being no compliance], the Special Magistrate finds and orders:

FINDINGS OF FACT

STREET ADDRESS OF SUBJECT REAL PROPERTY: 3804 SW 52 AVE, PEMBROKE PARK, FL 33023

PROPERTY OWNER: MICHELLE PARKER, 3804 SW 52 AVE, PEMBROKE PARK, FL 33023

FOLIO NO.: 5142 30 22 0130

1. The Special Magistrate entered a Final Order on June 16th, 2021, determining that the Respondent(s) was/were guilty of violating THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES SECTION(S) 5-105. The Special Magistrate ordered that the Respondent(s) shall comply WITHIN SIXTY (60) DAYS FROM THE DATE OF THE FORMAL HEARING held on June 16th, 2021, or if no compliance occurred by the due date, there would be a per diem fine of \$50.00 (FIFTY 00/100 DOLLARS) if the violations were not corrected and complied with, and that the fine(s) will continue to accrue beyond the date set for compliance. In addition to the per diem fines assessed by the Special Magistrate, a mandatory \$100.00 (ONE HUNDRED AND 00/100 DOLLARS) administrative fee was assessed and was required to be paid within 30 days of the hearing date.
2. The Special Magistrate found that the Respondent(s) has not complied with the Final Order issued on June 16th, 2021. The Special Magistrate considered the facts and circumstances relating to this case, and accordingly the Special Magistrate hereby confirms the fine of \$1,600.00 (ONE THOUSAND AND SIX HUNDRED 00/100 DOLLARS) as of the date of this hearing.

3. That said violation(s) occurred on the following described real property situated, lying and being in Broward County, Florida, to-wit:

**HOLLYWOOD RIDGE FARMS 2-16 MISC THAT PT OF LOT 15 DESC AS,
COMM AT SW COR OF LOT 15, ELY 485.84, NLY 127.57 TO POB, CONT
NLY 39.43, ELY 85.86 TO E/L OF LOT 15, SLY 39.42, WLY 85.91 TO POB
AKA: LOT 13 FOREST PARK VILLAS**

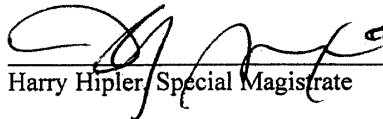
4. The said fine shall continue to accrue until Respondent(s) complies with the Final Order entered by the Special Magistrate, a copy of which is attached hereto as Exhibit A.

5. Pursuant to Fla. Stat. 162.09 (3), and as otherwise provided by law, a certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

6. A fine and lien imposed by the Special Magistrate shall continue to accrue a per diem fee until Respondent(s) come(s) into compliance with the Final Order and this Supplemental Order/Code Enforcement Lien.

DONE AND ORDERED at the Town of Pembroke Park, Florida, this 15th day of September 2021.

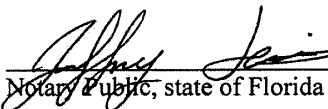
TOWN OF PEMBROKE PARK

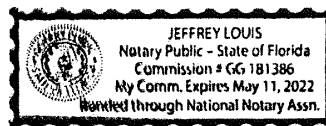

Harry Hipler, Special Magistrate

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY certify that on this day before me, an officer duly qualified to take acknowledges, personally appeared Harry Hipler, Special Magistrate, and Teresa Malcolm, Code Compliance Official, respectively, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same.

WITNESS my hand and official in the County and State aforesaid this date:
September 15, 2021.


Notary Public, state of Florida



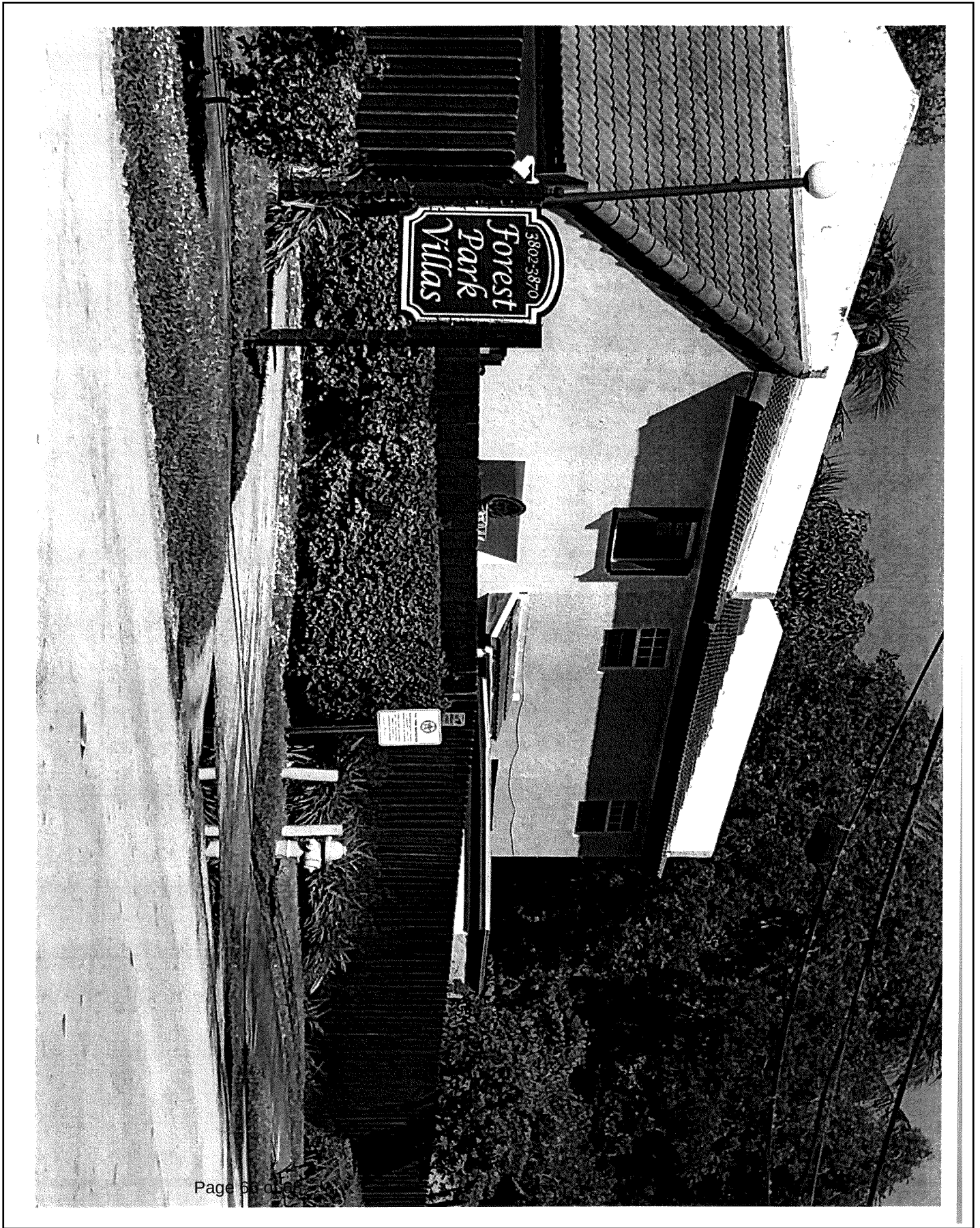
Any person aggrieved by a final decision of the Code Enforcement Special Magistrate may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.

Certificate of Service

I the undersigned, Code Enforcement Officer, Teresa Malcolm, do certify that a true and correct copy of this order was mailed through the United States Mail to the Respondent(s) at the address set forth above in this Final Order on this 15 day of ~~September~~ 2021.



Teresa Malcolm
Code Enforcement Officer
Town of Pembroke Park
3150 SW 52 AVE
Pembroke Park, FL 33023





BROWARD COUNTY

2021 Paid Real Estate

Folio: 742832

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
514230-22-0130	CL-0012322	See Below	See Below	See Below	0613

PARKER, MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023-6917

**PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.**

3804 SW 52 AVE
HOLLYWOOD RIDGE FARMS
2-16 MISC
THAT PT OF LOT 15 DESC AS,
COMM AT SW COR OF LOT 15, ELY
OFF 64 NLY 127 E7 TO DOB CONT

AD VALOREM TAXES

Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.51340	132,250	0	132,250	729.15
VOTED DEBT	0.15560	132,250	0	132,250	20.58
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.81800	163,560	0	163,560	788.03
CAPITAL OUTLAY	1.50000	163,560	0	163,560	245.34
VOTER APPROVED DEBT LEVY	0.14410	163,560	0	163,560	23.57
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03650	132,250	0	132,250	4.83
OKEECHOBEE BASIN	0.11460	132,250	0	132,250	15.16
SFWMD DISTRICT	0.10610	132,250	0	132,250	14.03
SOUTH BROWARD HOSPITAL	0.11440	132,250	0	132,250	15.13
CHILDREN'S SVCS COUNCIL OF BC	0.46990	132,250	0	132,250	62.14
CITY OF PEMBROKE PARK	8.50000	132,250	0	132,250	1,124.13
FL INLAND NAVIGATION	0.03200	132,250	0	132,250	4.23

Total Millage: 21.50460

Ad Valorem Taxes:

\$3,046.32

Levying Authority	Rate	Amount
NON - AD VALOREM TAXES		

Non - Ad Valorem Assessments:

\$0.00

Combined Taxes and Assessments:

\$3,046.32

If Postmarked By	Nov 30, 2021				
Please Pay	\$0.00				

BROWARD COUNTY

2021 Paid Real Estate

Folio: 742832

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Paid 11/22/2021 Receipt #

EEX-21-00000509

\$2,924.47

Paid By NATIONSTAR MTG LLC DBA MR.

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
514230-22-0130

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

PARKER, MICHELLE E
3804 SW 52 AVE
PEMBROKE PARK, FL 33023-6917

PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com

If Postmarked By	Please Pay
Nov 30, 2021	\$0.00

Return with Payment

Please Pay Only One Amount

AGENDA ITEM REPORT



To: Commission
Subject: HR Consultant contract extension
Meeting: SPECIAL COMMISSION MEETING - January 5, 2022
Department:
Staff Contact: City Manager,

FINANCIAL IMPACT:

No additional cost is being incurred. Ms. Menegazzo is keeping her rates the same.

RECOMMENDATION:

Approval of one year extension.

TOWN OF PEMBROKE PARK RENEWAL
WITH LAGOMHR, INC.

THE RENEWAL OF THE AGREEMENT by and between the Town of Pembroke Park ("Town"), a Florida municipal corporation, and LagomHR, Inc., a Florida corporation ("Vendor"), whose principal address is 910 SW 62nd Avenue West Miami, FL 33144, is entered into on this 5th day of January, 2022.

WHEREAS, on January 8th, 2020, the Town entered into an Agreement (the "Agreement") for human resources consultation services with Vendor which provided for a term of two years and a single one year renewal at the option of the Town; and

WHEREAS, the Town finds it is in the best interest of the Town to renew the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by both parties, Town and Vendor agree as follows:

1. Renewal. The Agreement with Vendor shall be renewed for a one year period and shall expire on January 8th, 2023.

2. Remaining Terms and Conditions. All other terms and conditions of the Agreement shall remain the same.

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

VENDOR

TOWN OF PEMBROKE PARK

Name:

MAYOR

Title:

ATTEST:

Approved as to form and legal sufficiency

TOWN CLERK

TOWN ATTORNEY



TOWN OF PEMBROKE PARK

HUMAN RESOURCE CONSULTING SERVICES AGREEMENT

THIS IS AN AGREEMENT between the Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and LagomHR, Inc., a Florida corporation, ("Provider") whose address is 1000 SW 57th Avenue, West Miami, Florida 33144.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Town and Provider covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Town's Request for Proposals 19-04, including any and all addenda, prepared by the Town of Pembroke Park, Florida (collectively the "RFP"), attached hereto as Exhibit "A";
- (2) The Response/Bid submitted by Provider in response to the above referenced RFP, attached hereto as Exhibit "B";

II. SCOPE OF SERVICES

Provider shall provide all labor, services, materials, supplies, equipment, transportation and supervision necessary or proper for performance of the work as set forth in the Contract Documents (collectively, the "Services") including, but not limited to:

i. Specific Services Requested

- A. Assume role of human resources manager for Town
- B. Update employee job descriptions and compensation and communicate recommendations as deemed necessary
- C. Respond to human resources questions from both management and staff
- D. Perform an evaluation of current human resources practices and procedures and communicate recommendations for improvement
- E. Evaluate hiring, on-boarding, promotion and separation of employees process and communicate recommendations as deemed necessary
- F. Management of employee records in accordance with applicable laws
- G. Recommendations of employment policies to ensure compliance with federal, state and local standards and regulations
- H. Review of employee personnel policy manual and provide recommendations for changes as deemed necessary
- I. Administration of employee benefits and directing of open enrollment
- J. Administration of employee leave policies
- K. Review employee benefits package in relation to industry standards and create employee benefit statements

- L. Evaluation of annual employee performance review process, including creating new or modifying existing forms as necessary, and recommendations for improvement
- M. Provide management of employee performance issues, disciplinary actions and employee and management complaints
- N. Entry and tracking of all employee status changes such as new hires, terminations, leaves, and promotions
- O. Assistance with development of staff training programs related to employee conduct and soft skills, as well as monitoring of completed training programs and coaching for supervisors and management, including but not limited to sexual harassment, non-discrimination, anti-retaliation, Fair Labor and Standards Act, etc.
- P. Regular communication to Town Manager of changes affecting labor laws or regulations for employees
- Q. Recommendations for continuous improvement of human resources policies and procedures

ii. Non-essential Services

Assistance with other tasks or needs as deemed necessary by the Town Manager or Town Commission, including but not limited to:

- A. Assistance with employee payroll and time and employee attendance processing
- B. Assistance with risk management and workers compensation administration
- C. Assistance with human resources capital management system capabilities

By signing this Agreement, Provider represents that it thoroughly reviewed the Contract Documents and that it accepts the description of the work and the conditions under which the Services are to be performed.

III. FEE, INVOICES, AND PAYMENT

Town agrees to pay Provider the following fees for the Services ("Fees"):

Project	Quantity	Rate	Annual Total
Annual Fee for Specific Services Requested	32 employees	\$2,500.00	\$80,000.00
Hourly Rate for Work Outside of Specific Services Requested	As Needed	\$150.00	\$150.00 Per Hour As Needed
Annual Fee for Non-Essential Services	32 employees	\$600.00	\$19,200.00

The Fees 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.

Invoices shall be submitted to: Pembroke Park Finance and Budget Department, 3150 SW 52nd Ave., Pembroke Park, FL 33023. Specific Services Requested will be billed as of the last day of the month, and the amount of the Fees for the Specific Services Requested will be determined by the number of

employees on Town's payroll as of the last day of the calendar month and the Fees for each month shall be total number of employees at the end of each month multiplied by the Rate divided by twelve (12). Invoices for work performed Outside of Specific Services Requested shall show the nature of the service, dates(s) of service, and the actual hours expended performing the service. Provider shall deliver a completed Internal Revenue Service Form W-9 to Town with the first invoice for payment.

Non-Essential Services shall be provided as requested by the Town Manager or Town Commission. Fees for Non-Essential Services shall be calculated in the same manner as Fees for Specific Services Requested provided herein.

Town agrees to pay the Fees based on receipt of a proper invoice from Provider in accordance with Town's payment procedures. 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.

IV. TERM

This Agreement shall be effective upon execution by the parties, and shall continue for a period of two (2) years (the "Term"). The Town reserves the right to extend this Agreement for one (1) additional one (1) year, provided all terms, conditions and specifications remain the same, both parties agree and sign a written extension, and such extension is approved by the Town Commission. In the event the term of this Agreement extends beyond the end of any fiscal year of Town, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds, as determined by Town.

V. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PROVIDER

1. **Authority**. Provider hereby represents and warrants to 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.

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.

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, Town shall have the right to terminate the Agreement without liability.

VI. GENERAL TERMS AND CONDITIONS

1. **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.

2. 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.

3. Independent Contractor. Provider specifically acknowledges and understands that Provider is an independent contractor in the performance of all work, Services, and activities under this Agreement, and not an employee, agent, or servant of Town. 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; (v) all employees or agents of Provider engaged in any of the Services performed pursuant to this Agreement shall at all times and in all places be subject to Provider's sole discretion, supervision, and control; (vi) Provider shall exercise control over the means and manner in which it and its employees perform the Services and in all respects Provider's relationship and the relationship of its employees to Town shall be that of an independent contractor and not as employees or agents.

4. 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. Town shall have the right to audit Provider's books and records, at Town's expense, upon prior notice, with regard to the Services provided to Town under this Agreement. Provider shall allow 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 Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of Town's Internal Audit department shall be reimbursed to Town by 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 paid to Town by 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 Town.

5. Property Rights. [INTENTIONALLY OMITTED]

6. Insurance. Insurance shall be required as stated in Exhibit A, Appendix B.

7. Indemnity.

7.1 Provider shall indemnify and save harmless and defend Town, its agents, servants, and employees from and against any claim, demand, cause of action or proceeding of whatsoever kind or nature arising out of error, omission or negligent act of Provider, its agents, servants or employees in the performance of the Services under this Agreement, together with all costs, expenses, and liabilities incurred in connection with each such claim or demand or action or proceeding or including, but not limited to, all reasonable attorney's fees to and through appellate, supplemental, and bankruptcy proceedings.



7.2 Provider further agrees to indemnify, save harmless, and defend Town, its agents, servants, and employees from and against any claim, demand, cause of action or proceeding of whatever kind or nature arising out of any misconduct of the Provider not included in the paragraph above and for which the Town, its agents, servants, or employees are alleged to be liable together with all costs, expenses, and liabilities incurred in connection with each such claim or demand or action or proceeding including, but not limited to, all reasonable attorney's fees to and through appellate, supplemental, and bankruptcy proceedings.

7.3 Provider's obligations under this Section shall survive the expiration, termination or cancellation of this Agreement until the expiration of any applicable Statute of Limitation for any such claim, demand, cause of action or proceeding of whatsoever kind.

8. Termination. This Agreement may be terminated unilaterally by either party provided that thirty (30) days' written notice of such termination is given, by the terminating party electing to terminate, to the other party.

9. 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, to Town at 3150 SW 52nd Ave., Pembroke Park, FL, 33023, Attention: Agatha Muse-Salters, Town Manager, and to Provider at the address provided for in the first paragraph of this Agreement.

10. Taxes. Town is exempt from the requirement for the payment of sales tax on goods and services purchased by Town.

11. Annual Appropriations. Town's performance and obligation to pay provider under this Agreement are contingent upon an annual appropriation of funds by the Town Commission.

12. Lobbying Certification. [INTENTIONALLY OMITTED]

13. 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 in the performance of its duties under the terms of this Agreement.

14. Assignment. The performance of the Services required by this Agreement requires the skills and experience of Provider and the responsibility to complete the Services 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.

15. 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 any 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.



16. Ethics; Conflict of Interest.

16.1 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.

16.2 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, employee of Town, or member of any board, committee or agency of the Town.

16.3 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.

16.4 Provider represents that, to the best of its knowledge, it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement.

16.5 In the event Provider is permitted to utilize subcontractors to perform any of the 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.

17. 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.

18. Small Business Requirements. [INTENTIONALLY OMITTED]

19. Public Records Law. Provider shall comply with all provisions of Chapter 119, Florida Statutes, as amended, regarding public records, which include the following:

19.1 Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the Services.

19.2 Upon request from Town's custodian of public records, provide 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, as may be amended or revised, or as otherwise provided by law.

19.3 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 Provider does not transfer the records to Town.



19.4. Upon completion of the Agreement, transfer, at no cost, to Town all public records in possession of Provider or keep and maintain public records required by Town to perform the service. If Provider transfers all public records to Town upon completion of the Agreement, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the Agreement, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS 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@townofpembrokepark.com

20. 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. Town and Provider agree to submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit or claim concerning this Agreement shall be Broward County, Florida, or the Federal Southern District of Florida. The parties agree 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.

21. Severability. In the event that any term or provision of this Agreement 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 which are 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.

22. 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.

23. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

24. 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 Town to be a material breach of this Agreement justifying its termination.

25. 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 Town and Provider.

26. 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 Contract Documents and/or Bid, the provisions shall be given precedence in the following order: (1) this Agreement, (2) Exhibit A, and (3) Exhibit B. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

27. 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.

28. 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.

29. 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.

30. Attorney's Fees. In the event it shall become necessary for either party to institute legal proceedings to enforce the terms of this Agreement, then in such event, it is expressly agreed that in any such action the prevailing party shall be entitled to recover from the non-prevailing party, all costs, including reasonable attorney's fees, of pre-suit collection attempts, suit, and post judgment or settlement collection including those incurred on appeal.

[REST OF PAGE INTENTIONALL LEFT BLANK; SIGNATURES TO FOLLOW]



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

LAGOMHR, INC., a Florida corporation

By: 

Print Name: Yolanda Menegazzo
Yolanda Menegazzo, President

Date: 12/27/2019

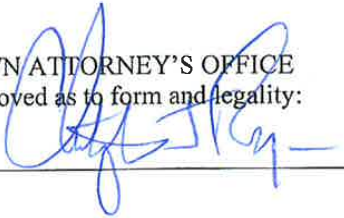
TOWN OF PEMBROKE PARK

By: 
Ashira Mohammed, Mayor

Attest: 
Geoffrey Jacobs, Clerk-Commissioner

Date: 1-8-2020

TOWN ATTORNEY'S OFFICE
Approved as to form and legality:

By: 

AGENDA ITEM REPORT



To: Town Commission
Subject: Approve a Contract with Business Flare for an Market Analysis and Economic Development Strategic Plan. (RFQ #21-10)
Meeting:
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

On November 1, 2021 the Town issued an Request for Qualifications (RFQ) for a Market Analysis and Economic Development Strategic Plan. The proposals were due on November 22, 2021. Four (4) firms responded to the RFQ.

Submittal were received from the following firms (in alphabetical order):

1. Business Flare
2. Jorge M. Perez Metropolitan Center (JPMC) at FIU
3. Lambert Advisory, LLC
4. Strategic Planning Group, Inc.

An evaluation committee composed of the Town Planner, Town Manager, Finance Director, and Public Services Director met on November 30, 2021 to review the proposals. The committee agreed to invite three (3) firms to give presentations to the Committee.

On December 14, 2021 Business Flare, JPMC at FIU, and Lambert Advisory were given the opportunity to present and answer questions from the committee. Lambert Advisory chose to withdraw from consideration during their presentation.

After evaluation of the submitted materials and the presentations, the committee ranked Business Flare as the most qualified bidder. The scoring is summarized as follows.

Business Flare	390
JPMC at FIU	372
Lambert Advisory, LLC	267
Strategic Planning Group, Inc.	272

Staff is requesting the Town Commission approve the attached contract with Business Flare for a Market Analysis and Economic Development Strategic Plan.

This project was approved as part of the FY 2021/2022 budget. \$40,000 is budgeted. The study is to be completed in six months (based on the Town Commission meeting schedule) and includes stakeholder and Commission engagement.

RECOMMENDATION:

Approve the contract with Business Flare

ATTACHMENTS:

[RFQ 20-10 Evaluation Sheet](#)

[211122 Pembroke Park RFQ 21-10 BusinessFlare 2](#)

[RFQ 20-10 Agreement with Business Flare Final](#)

Town of Pembroke Park Evaluation Committee

RFQ 21-10 Market Analysis and Economic Development Strategic Plan

	Points	Business Flare	JPMC at FIU	Lambert Advisory	Strategic Planning Group
A. Experience in the Scope of Work and other similar projects.	40				
J. Jimenez		40	40	0	0
R. Clark		40	38	40	40
H. Taubenfeld		40	38	40	40
H. Siegel		40	35	35	32
B. Proposed approach to meeting local needs including an outline of the tasks to be performed and the thoroughness of the approach presented.	40				
J. Jimenez		40	38	0	0
R. Clark		40	38	38	35
H. Taubenfeld		40	40	40	40
H. Siegel		38	38	36	36
C. Quality of the client's references provided from other communities.	10				
J. Jimenez		10	10	0	0
R. Clark		9	9	8	10
H. Taubenfeld		10	8	5	8
H. Siegel		10	10	0	10
D. Timeline of proposed Scope of Work	10				
J. Jimenez		8	5	0	0
R. Clark		8	10	10	8
H. Taubenfeld		8	10	10	8
H. Siegel		9	5	5	5
TOTAL	100	390	372	267	272

Monday November 22,2021 - Town of Pembroke Park, FL

RFQ #21-10 Response

Market Analysis and Economic Development Strategic Plan



Respondent Contact Information:

BusinessFlare® LLC

1175 NE 125th Street, Suite 601 North Miami, FL 33161

Kevin Crowder, Principal | 305-281-2279 | kevin@businessflare.net

www.businessflare.net | BusinessFlare® also has offices in Fort

Lauderdale and New Port Richey.

BUSINESS FLARE®

Economic Development Solutions
Maximize Your Marketplace



"If we analyze the operations of scenes of beauty upon the mind, and consider the intimate relation of the mind upon the nervous system and the whole physical economy, the action and reaction which constantly occur between bodily and mental conditions, the reinvigoration which results from such scenes is readily comprehended -- The enjoyment of scenery employs the mind without fatigue and yet exercises it; tranquilizes it and yet enlivens it; and thus, through the influence of the mind over the body gives the effect of refreshing rest and reinvigoration to the whole system."

Frederick Law Olmstead



© BusinessFlare® Aerial

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Appendix
Initial Market Research Analytics

TAB I

Cover Letter/ Qualifications of the Firm

November 22, 2021
Attn: Ms. Marlen D. Martell, MPA, CFM, Town Clerk
Town of Pembroke Park Town Clerk's Office
3150 SW 52 Avenue Pembroke Park, FL 33023

REQUEST FOR QUALIFICATIONS (RFQ #21-10)

Dear Ms. Martell,

BusinessFlare® LLC is please to submit our qualifications to the Town of Pembroke Park, Florida to facilitate and develop the Town's Market Analysis and Economic Development Strategic Plan. BusinessFlare® will assist the Town in its understanding of its economic market potential and needs for redevelopment. Enclosed are our summary of qualifications, our firm and team's professional experience, prior projects and references, approach to the work, and timeline.

As South Florida based economic development and redevelopment professionals, our team is very familiar with Pembroke Park, and we believe as you do, that the Town has great economic development potential. Our experience includes recent work that is consistent and similar to the Town's economic condition, challenges and opportunities, and we believe that we are the best team to assist the Town in charting a course for economic growth. Our experience and approach blend economic development and redevelopment strategies with a focus on realistic strategies and actions within an organization's limited resources.

BusinessFlare® has more than 50+ years of combined experience working with the public and private sector, mostly in Town and CRA management, strategic economic action plans, market analytics, and implementation. BusinessFlare® is a consulting firm that helps municipalities get ahead of the market and grow smarter than the competition. The BusinessFlare® Approach is a trademarked, proven approach to economic development and redevelopment planning and ultimately successful implementation. The approach is based on the evaluation of, and the adoption of strategies to improve six (6) areas of economic development influence: Investment Drivers, Business Climate Themes, Community Connections, Key Opportunities, Economic Development Values, and Implementation.

Our work is diverse and includes residential, commercial and industrial market trends and demands. We recently completed a similar project in Palm Springs, FL, which included an economic development strategic plan element as part of their redevelopment plan, and we are assisting the City of Doral with the redevelopment strategies of their industrial adaptive reuse area, the recently renamed Downtown Doral Arts District. Similar to Pembroke Park, in Palm Springs our work included strategies to increase the consumer relationship between the village's commercial corridors and the residential community. In Doral we are also assisting with strategies for the Doral Décor District as well as an assessment of the city's industrial market and strategies to preserve it and the jobs it provides. We recently completed a market and a countywide economic impact analysis for Green City Miami, which will provide 2,000 new residential units and 1.75 million square feet of new, large tenant warehouse and industrial space. In addition, we completed a market analysis and COVID-19 Economic Development Action Plan for Martin County which includes the creation of an innovation district and other redevelopment strategies.

In Rockledge we identified an area similar to Pembroke Park's industrial areas which we are working with the city on strategies to rebrand it as the Space Coast Entrepreneurship District. We believe the entrepreneurship and economic development opportunities in Pembroke Park are outstanding. You have a combination of strong brands including Amazon, Coca-Cola and Channel 10, as well as many local small businesses and entrepreneurs. We see great potential in your business clusters and the continued development of last mile distribution centers to attract talent.

BusinessFlare's site specific fitment, feasibility, and cost-benefit economic impact modeling system helps municipalities assess needs for redevelopment.

Your community offers strong quality of life opportunities, such as the Pembroke Park Preserve, with underappreciated economic assets. Your scope of work also highlights the land development code and the Town's development review procedures. Our firm is passionate about helping our clients with the delicate balance that local governments must maintain to protect the health, safety, welfare and quality of life of the community, while providing an economic environment where the private sector can succeed. Our experience includes not only economic development regulations that protect a community's character, it includes efforts to improve processes. This includes my own experience as the project manager for Miami Beach's Business Resolution Task Force which streamlined many city processes related to the development and licensing area.

BusinessFlare® has a unique experience working in industrial areas, repositioning and rebranding as innovation districts. Our partner Ken Stapleton was recently engaged in the Tampa Innovation District assessment and action plan. Given the significant industrial cluster in your Town, we might look into innovation district opportunities as a tool for business attraction and retention.

Our BusinessFlare® Approach and staff direction will help guide this project and help create an economic development vision for the wellbeing of the community. It will help us identify what should be **preserved**, such as the open space that the community enjoys and which contributes to quality of life, a key economic development value. It will help us identify necessary **enhancements**, such as improvements to the town's development processes. We will work to identify what needs to be **exposed**; that is, what already exists in the town that if people only knew it was there it would make a big difference. We can already see that the town is an important center of commerce and entrepreneurship, and it is time that the town takes its rightful place in the regional economy. We will identify the critical investments, such as improving aesthetics of public and private areas, and which will improve the town's "look and feel" to prospective businesses, residents and customers. And finally, we will identify opportunities that the town can capitalize on to enhance your economic growth and quality of life, including capitalizing on the town's credibility as a business location based on who is already there.

BusinessFlare® is a small boutique consulting firm, and we are dedicated to, and selective with our clients. This project will be managed by Fort Lauderdale based Alicia Alleyne, MBA, with overall guidance by Kevin Crowder, CECD, working out of our main office in North Miami, FL. Founder and principal Kevin Crowder, CECD, is a South Florida veteran in economic development, strategic solutions, fiscal impact analysis, and redevelopment with more than 27 years of experience. Mr. Crowder understands the government mechanics from his experience working for Miami Beach and the Miami Beach CRA as Economic Development Director for more than 15 years. We appreciate the opportunity to provide you with these qualifications and look forward to hopefully working with you to fulfill your and the Town's goals.

Individual team member resumes are included in Tab II Resumes. The full BusinessFlare® team has significant and lengthy experience in working with municipalities on strategic economic development and urban planning. All team members have experience that exceeds 5 years.

Sincerely,

Kevin S Crowder

Kevin Crowder, Principal
BusinessFlare® LLC
"Economic Development Solutions"

Page 8 of 48

BUSINESS FLARE®
Economic Development Solutions
Maximize Your Marketplace



Project Team

Org Chart – Core Team

BusinessFlare® strives to create an innovative organizational structure that is flat, meaning no levels or “silos”. Clients have direct access to the entire organization and not just project managers. This team has been working together in various capacities for over 8-years and have highly relevant experience. BusinessFlare® strives to create a family-like work environment, similarly, we try to establish a strong connection with our clients. In this section you will find the organizational chart and resumes of the project team, including education, years of experience, credentials, and relevant projects.

“People rarely succeed unless they have fun in what they're doing” -Dale Carnegie



Core



Kevin Crowder
Principal-in-Charge



Alicia Alleyne
Project Manager



Farrell Tiller
Economic Analytics



Camilo Lopez
Urban Strategist

Support



Charita D. Allen
Senior Economic Dev.



Rachel Bach
AICP Planner



Ken Stapleton
Innovation & Place Brand



Kent Bonde
Finances

The BusinessFlare® Team has working knowledge of Florida municipalities and local experience in Broward County. The BusinessFlare® Team is a proven group of professionals with experience working together delivering successful projects.

Project Team, Core

Kevin Crowder, CEcD



Project Role: Principal-in-Charge / Strategy & Economic Development

Mr. Crowder is the Principal of BusinessFlare® Economic Development Solutions, which implements a unique trademarked approach to economic development. He is an IEDC Certified Economic Developer (CEcD) whose primary areas of expertise are business and entrepreneurial assistance, private capital investment, market research, public-private partnerships, redevelopment agency programs, government affairs and niche revitalization drivers such as live music and craft breweries. He has conducted detailed economic, fiscal and market analysis for business development, investment, and policy issues focused on successful implementation of strategies for economic growth. Mr. Crowder has used the BusinessFlare® approach to help more than 30 Florida communities improve their economic condition.

From 1998 to 2013 Mr. Crowder worked for the City of Miami Beach and the Miami Beach Redevelopment Agency as the Director of Economic Development and Government Affairs, leading the City's economic development program and multi-jurisdictional lobbying efforts, and he began his economic development career in 1993 with the South Beach Business Improvement Districts and the South Beach Marketing Council. He is a prior board member of the Florida Redevelopment Association and the Florida Council for Public-Private Partnerships, and is a member of the Urban Land Institute, the International Council of Shopping Centers, the International Economic Development Council, the Florida Brewers Guild, and the American Legion. Mr. Crowder is also the President of the BusinessFlare® Academy, a nonprofit providing economic development and redevelopment training for local elected officials, and he is the author of *Governing for Economic Development*, an elected official's guide to economic development.

EDUCATION

IEDC Economic Development Certification Courses BGS, West Texas A&M University, Spanish Defense Language Institute, Spanish Primary Leadership Development Course, US Army/ Licenses and IEDC Certified Economic Developer (CEcD)

RECENT/ REVELANT PROJECTS

Martin County Economic Development Strategic Action Plan
City of North Miami CRA Economic Development and P3 Projects
City of Rockledge CRA Economic Development Projects
Groveland CRA Market Analysis and P3 Development Projects
Village of Pinecrest Market Assessment

YEARS OF EXPERIENCE

27+

Project Team, Core

Alicia Alleyne, MBA



Project Role: Project Manager / Administration

Ms. Alleyne is the Senior Operations and Project Manager of BusinessFlare® Economic Development Solutions. Her professional experience includes executive level business management and operations, project management, human resources, real estate administration, marketing and event planning. Ms. Alleyne applies strong interpersonal, research and business management skills to her role as Operations and Project Manager with BusinessFlare®. She provides a broad range of support, contributing to project design management, implementation, business development, and overall operations. Using extensive organizational, coordination and analytical skills, Ms. Alleyne has a proven ability to build and maintain business relationships with a diverse team. Currently, Ms. Alleyne serves as a Project Manager on various projects for CRAs and local Florida governments assisting with Economic Development strategies and Public Private Partnerships. Most recently, Ms. Alleyne has provided research assistance to municipalities on best practices and responses related to Post-COVID-19 recovery strategies.

Other governmental affairs experience includes monitoring budgets and assisting in the facilitation of all related economic development activities. Prior to joining BusinessFlare®, she served as a consultant to various businesses assisting with operations, payroll and social media management, and worked for a South Florida redevelopment consulting firm as Director of Operations and Administration. As an adjunct professor at the University of Fort Lauderdale, Ms. Alleyne instructed property management and other business-related courses. In addition, Ms. Alleyne's previous work experience includes nearly ten (10) years of administrative policy development, recruiting, construction accounting and supervisory support at Nova Southeastern University. At Nova's Shepard Broad Law Center, Ms. Alleyne was an essential contributor to the development of the Critical Skills Program. Ms. Alleyne has also coordinated public and private events for domestic and international clients, contributing to market program design, developing media sponsorship packages, and negotiating contracts.

EDUCATION

MBA Master of Business Administration, Nova Southeastern University
B.A. Business Administration, Nova Southeastern University

RECENT/ RELEVANT PROJECTS

Village of Palm Springs CRA Plan Update (Project Coordination)
Martin County Economic Development Strategic Action Plan (Project Coordination)
Village of Pinecrest Market Assessment
City of North Miami CRA Projects

YEARS OF EXPERIENCE

12+

Project Team, Core

Farrell Tiller, MBA



Project Role: Economic Analytics / Research and Economic Development

Mr. Tiller is the Economic Development and Analytics Associate of BusinessFlare® Economic Development Solutions. Born, raised and educated in South Florida, Farrell maintains a passion for analytics and community economic development throughout the Sunshine State. Mr. Tiller grew up in Lake Park, Florida where he attended Palm Beach Gardens High School and later Florida Atlantic University in Boca Raton. Upon graduating from Florida Atlantic University (FAU) with a Bachelor of Arts in Finance, Mr. Tiller began working as a research and market analyst for the Pompano Beach, FL based Economic Development consulting firm Redevelopment Management Associates (RMA). During his time with RMA, Mr. Tiller expanded his role to become an Economic Development Project Manager and furthered his education by achieving a Master's degree in Business Administration (MBA) from FAU. His background includes experience in finance and budgeting, operations, communication, consensus building, and event planning. In addition to his work in Economic Development, Mr. Tiller is a U.S. Coast Guard (USCG) certified Master Captain, PADI Freediving Instructor, and an FAA licensed drone pilot.

Mr. Tiller's professional expertise includes market research, analysis, and strategy for redevelopment planning, downtown revitalization, housing strategies, retail strategies, preparation of economic development plans for business attraction and retention, as well as marketing and communication strategies. As a millennial, Mr. Tiller provides perspective on younger consumer market trends as it relates to redevelopment. Mr. Tiller's experience ranges from large and mid-size cities to small and rural towns.

Mr. Tiller also specializes in researching and identifying funding opportunities in client cities. His research and analysis have proved helpful in assisting client cities to identify and receive local and federal funding opportunities such as Opportunity Zones, New Markets Tax Credits, and Qualified Targeted Industry Funding. Mr. Tiller has recently worked alongside the Business- Flare Academy to record data and offer support to cities in Florida looking to minimize negative effects of COVID-19 as well as assistance planning for economic development in a post-COVID world.

EDUCATION

MBA Master of Business Administration, Florida Atlantic University
B.A. Finance and Financial Management Services, Florida Atlantic University

RECENT/ REVELANT PROJECTS

Village of Pinecrest Market Assessment
Martin County Economic Development Strategic Action Plan
Village of Palm Springs CRA Plan Update
City of Rockledge CRA Market Analysis Projects

YEARS OF EXPERIENCE

8+

Project Team, Core

Camilo Lopez (habla Espanol)



Project Role: Urban Strategist / Research & Strategic Planning

Mr. Lopez is the Research & Strategic Planning Associate at BusinessFlare® Economic Development Solutions. He is passionate about creating better communities by making the link between quality of life and economic development. His primary areas of expertise are strategic creative thinking, graphic design, urban design and planning, architecture, redevelopment and economic development planning and implementation, sociological analysis, placemaking program coordination, real estate for public and private sector, site feasibility analysis, and best practices consultant.

Mr. Lopez experience includes designing high ROI land development site specific feasibility analysis for the public and private sector, city strategic visioning and master planning processes, writing form-based codes, land use and transportation plans, architectural design, storefront facade improvements, tactical urbanism, art and cultural programming events and project implementation management. Camilo is highly capable at working across computer plat-forms to manage, design, create, and produce illustrative concepts and other graphical support in the latest versions of Adobe Suite, AutoCAD, 3D sketch up, and Microsoft Office. In addition, Mr. Lopez is highly knowledgeable of the planning process, by applying state, county and local codes, ordinances and regulations and all other planning and design chores. He has worked with many municipalities across South and Central Florida and abroad. His projects have successfully attracted positive economic development and have positioned his clients for years ahead. In the past years Camilo has collaborated as city planner for the City of Doral and provided consulting services on their industrial districts.

Camilo is an advocate for making the link between economic development and improving communities, quality of life, enhancing the human experience, people-centered design, pedestrians first, new urbanism, transit-oriented development, tactical urbanism, and placemaking. Creating places that enhances the pedestrian experience will translate in better businesses and an overall economy.

EDUCATION

B.A. Urban Design and Regional Planning, Florida Atlantic University

B.A. Architecture, Florida Atlantic University

CPTED, Crime Prevention Through Environmental Design Certificate, Florida Atlantic University

RECENT/ REVELANT PROJECTS

City of Homestead CRA Land Development Projects

City of Groveland CRA Opportunity Sites Projects

North Miami CRA Opportunity Sites Projects

Village of Palm Springs CRA Plan Update

Martin County Economic Development Strategic Action Plan

YEARS OF EXPERIENCE

8+

Project Team, Support

Charita D. Allen



Project Role: Senior Economic Development Associate / Community Engagement

Ms. Allen recently served as the appointed Deputy Administrator for the City of Chattanooga where she was responsible for designing and overseeing Economic Development Programs and Workforce Development Initiatives. In addition to project management for incentivized Business Attraction and Retention projects, she also managed industrial site preparation and revised legislation for long-standing economic development programs and public financing initiatives.

Prior to her political appointment, Ms. Allen worked as an economic development consultant throughout Florida. She also served as the Vice President for Economic Development and Urban Initiatives at the Beacon Council, Miami-Dade County's Official Economic Development Partnership. In partnership with more than 20 municipalities, she designed, oversaw, and directed targeted industry economic development activities throughout Miami-Dade County, with a special focus on urban incentives, Enterprise Zones, Empowerment Zones, and other designated areas for redevelopment.

Her success in Community Redevelopment Planning and Management is attributed to her background in marketing, business development, and real estate, while also having worked within a municipality leading multiple department representatives including Mayor's Office, Communications, Budget & Finance, Capital Projects, Permitting, Public Works, Transportation, Brownfield, and Workforce. Her success with pedestrian and road infrastructure improvements includes tax increment-financed street and public realm improvements to provide greater public access to publicly-financed river walks and hiking trails.

EDUCATION

B.A. Political Science, University of Tennessee at Chattanooga
International Economic Development Council, Certified Economic Developer Courses
Accredited Commercial Real Estate Professional

RECENT/ REVELANT PROJECTS

Village of Palm Springs CRA Plan Update (Project Manager)
West Grove CRA Plan and Affordable Housing Study
City of Doral Décor District Market Positioning
Martin County Economic Development Strategic Action Plan

YEARS OF EXPERIENCE

20+

Project Team, Support

Rachel Bach, AICP



Project Role: Comprehensive Urban Planning and Regulations / Land Use and Zoning

Ms. Bach is a seasoned professional with 25 years' experience in urban planning, redevelopment, housing, economic development and neighborhoods with a strong belief in a holistic approach to planning. Ms. Bach is currently an associate with BusinessFlare® working with multiple projects in Florida. In addition, she also works rural communities in Ohio to help "reset" planning and zoning practices and provide Board and Elected Official trainings on best practices.

Rachel has spent the better part of her career working throughout South Florida in a redevelopment and development services capacity, early on working on large scale Developments of Regional Impact and transitioning into an implementation role managing multiple business improvement districts and community redevelopment agencies. She believes in multi-disciplinary collaboration and has served in cities like, Lake Worth as a contract administrator to consolidate planning, building, code enforcement and economic development functions and build cross discipline teams to address specific issues that contribute to declining economics or quality of life.

Memberships and Affiliations:

American Institute of Certified Planners
American Planning Association, FL & OH
International Downtown Association
American Association of Code Enforcement Officers

EDUCATION

MURP Master of Urban and Regional Planning, Florida Atlantic University
B.A. Urban Studies and Planning, Kent State University

RECENT/ REVELANT PROJECTS

Martin County Economic Development Strategic Action Plan
Dania Beach PATCH, Urban Farm and Market and Neighborhood Healthy Communities Initiative
North Miami Beach Zoning, Land Use Plan Amendment & Smart Growth Zoning Incentives
Urban Land Institute, SF Project Director Terwiller Center for Workforce Housing
City of Lake Worth, Development Services Director

YEARS OF EXPERIENCE

25+

Project Team – Support

Ken Stapleton, CPTED



Project Role: Innovation & Place Brand Positioning

With over 30 years of urban revitalization and economic development experience, Ken provides urban economic development program strategy and project management services related to innovation districts, university-community partnerships, innovative urban safety programs, public health initiatives, urban mobility projects, urban place management, place branding, public parks/realms plans, and urban redevelopment strategies to a variety of public and private clients throughout the United States and Canada. Ken served as the first professional planner for Palm Beach Gardens and developed an award-winning action plan for the Riviera Beach CRA, including assistance with their newly redeveloped Marina District. He knows the region well.

Ken most recently served as Senior Director of Innovation Partnerships helping to build and curate the Cincinnati Innovation District for the University of Cincinnati. He and his team helped recruit companies, connect them with student and faculty talent, enhance research, and create innovation partnerships among businesses using unique tools like Student Innovation Sprints and online tech-connect talent events. He also worked to enhance partnerships in the Tampa Innovation District, Akron's University Park, and with the Cortex Innovation District in St. Louis. Given Ken's scientific background, he directly managed partnerships with both the USEPA and NIOSH. He has helped attract federal funding for anchor partnerships in Miami and Akron.

A University of Miami Fellow of the Knight Program in Community Building, Ken previously served as Senior Economic Development Advisor and Executive Director of the award-winning University Park Alliance for The University of Akron; Senior Vice President of Planning, Safety and Design for the Downtown Cleveland Partnership; and as a redevelopment expert in several South Florida communities.

EDUCATION

MUP Urban Planning, University of Illinois Urbana-Champaign
Sustainability Certificate, University of Illinois Urbana-Champaign
B.A. Biology, Thomas More University

RECENT/ RELEVANT PROJECTS

Martin County Economic Development Strategic Action Plan
City of Rockledge CRA Industrial Districts Projects
City of North Miami CRA Economic Development Projects

YEARS OF EXPERIENCE

30+

Project Team - Support

Kent Bonde



Project Role: Finances/ Redevelopment Financing

Mr. Bonde has an extensive and diversified background in project administration, asset management and redevelopment experience. During his 26-year career with the City of Miami Beach, he was responsible for managing a wide variety of development and redevelopment initiatives within the City's City Center Historic Convention Village and South Pointe Community Redevelopment Areas, including but not limited to, two convention-quality hotels, both of which were the result of public/private partnerships between the Redevelopment Agency (RDA) and the respective Developers:

- The 800-room Loews Miami Beach Hotel and the 425-room Royal Palm Crowne Plaza Hotel, the latter of which had the distinction of being the first African-American owned hotel in the United States;
- The development of an 800-space public parking garage to accommodate the parking needs for the Loews Miami Beach Hotel, the African-American Hotel and other service and retail businesses in the area;
- A \$20 million overhaul of Lincoln Road, partially funded with the participation of businesses on Lincoln Road;
- Implementation of a Cultural Arts Campus Master Plan for the area east of the Miami Beach Convention Center, which includes a new regional library, the headquarters of the Miami City Ballet;
- The expansion and renovation of the Bass Museum of Art, the re-landscaping of Collins Park, including the restoration of the Rotunda and extensive streetscape improvements throughout the area; and
- The completion of the much-heralded New World Campus, including the new state-of-the art Gehry-designed headquarters facility for the New World Symphony and two publicly-funded components, including a \$15 Million municipal Gehry-designed parking garage and a \$21 Million world-class park.

EDUCATION

Bachelor of Business Administration, University of New England
Language, Notre Dame International School, Rome, Italy

RECENT PROJECTS

Martin County Economic Development Strategic Action Plan
City of Rockledge CRA Financial Projections Projects
City of North Miami CRA Economic Development Projects

YEARS OF EXPERIENCE

25+ Page 17 of 48

TAB III

Work Examples



In the last 3 years, BusinessFlare® has completed Economic Development Strategic Plans, Market Analyses, Action Plans, COVID-19 Economic Impact Assessments, CRA Plan Updates, Financial Plans, Redevelopment Implementation including Public-Private Partnerships, and Projects Prioritization.

BusinessFlare's professional experience includes economic development strategic plans, on-going market data updates, and redevelopment projects in Doral, Martin County, Groveland, Rockledge, Palm Springs, Homestead, North Miami, and Coconut Grove. In this section, BusinessFlare® provides a summary of relevant experience as it pertains to the scope of work and relevant completed projects.

BusinessFlare® delivers projects of quality, within budget, and successful.

Professional Experience

Past & Current Performance

1



Economic
Growth.

Doral Post-COVID Economic Recovery Strategic Plan

BusinessFlare® developed Post-COVID strategies for the City in business retention and expansion, target industries and business recruitment, and adaptive reuse and real estate development. These strategies include recommendations to capitalize on current trends, including hyperlocal consumer behavior and building trust of public spaces to help restore consumer confidence and a return to “normal” spending patterns. This project included significant market research including unique and custom data sources to provide near real-time information.

2



Community
Planning.

Palm Springs CRA Plan Update and Market Analysis

BusinessFlare® was engaged by Village of Palm Springs CRA in January 2021 to provide a CRA plan update for the Lake Worth Road and Congress Avenue CRA Districts. As part of the CRA plan update process, BusinessFlare® worked with the CRA to conduct public input sessions via live and virtual settings. BusinessFlare® also met with key stakeholders and business owners to identify opportunities and constraints. A thorough analysis of market and existing conditions was conducted along with a SWOT analysis. The plan was approved unanimously in September of 2021. Here is a quote/ message from Mayor Bev Smith, "Great report, it speaks by itself".

Page 19 of 48

Professional Experience

Past & Current Performance

3



Innovation.

Martin County COVID-19 Economic Recovery Strategic Action Plan

BusinessFlare® was engaged by Martin County to conduct a COVID-19 Market Analysis and Economic Recovery Action Plan. This project includes a detailed analysis of the socio-economic conditions, workforce trends and connectivity, real estate impacts, and detailed subsector economic impacts. The plan was approved by the County Commission in September 2021, with implementation currently underway. "We stand ready to support the action items in this plan," - Joan Goodrich, executive director of the Business Development Board of Martin County.

4



Photo of BeachFly Brewing Company Owner

Business
Attraction.

Rockledge CRA Economic Development Strategic Projects

In June 2020 BusinessFlare® presented **Economic Development Strategy** recommendations to the Rockledge City Council. This presentation capped off a very successful market research, impact of COVID-19, and planning effort that began implementation before the plan was even complete. This strategy focused on the identification and recommendations for four (4) sub-districts of the City: Barton Boulevard complete streets (new downtown), Lake Betsi Recreational Area, The Space Coast Innovation and Entrepreneurial District, and the Rockledge Medical and Professional District. Redevelopment and investment is already occurring, along Barton Blvd. BeachFly Brewing and container village has relocated and the development of Rockledge flats, a mixed-use multifamily development, is nearing completion.

Page 20 of 48

Professional Experience

Past & Current Performance

5



Market
Analysis &
Land Use.

Village of Pinecrest Economic Market Analysis

BusinessFlare's Economic Overview provided the basis for *Vision Pinecrest*, a public visioning process to explore ways to incorporate new growth and adaptive re-use of aging shopping centers. The Village is currently exploring opportunities for new mixed-use zoning that could lead to much needed revitalization of the commercial corridor, and provide a Main Street/Town Center style of shopping and dining experiences that is currently lacking in the area. This project also aligns with the County's Transit SMART Plan by incorporating economic feasibility and demand for Transit Oriented Developments (TODs).

6



Fitment
Feasibility.

Downtown Groveland Economic Opportunities

BusinessFlare® developed a CRA plan update initiative, implementation toolkit, phasing strategy, and project-by-project financial potentials. BusinessFlare® and staff identified five (5) strategic projects including the Cortese Corners (Multifamily redevelopment), Lakefront Hotel Site, Alleyway Activation (low-cost high impact), Civic Square (public spaces), and Loop Section (mixed-use development and innovation). BusinessFlare® also conducted a P3 Workshop for the CRA Board in September 2021 as a progression of their discussion about the opportunity sites.

TAB IV

Project Approach & Timeline



The BusinessFlare® Approach is based on the Town's objective to conduct a market analysis and create an economic development strategic plan by understanding existing economic factors, physical environment, public input, staff, and Town Commission.

BusinessFlare® is a boutique consulting firm with nationwide experience. Our approach to creating economic development and redevelopment plans is similar to the process craft breweries follow when brewing their beers, emphasizing on quality, uniqueness, creativity, and authenticity. In other words, we do not believe in creating “cookie cutter” plans that could apply to any community. Instead, each plan is crafted uniquely from scratch, allowing for creativity while remaining grounded in reality. Each plan is designed to be highly readable, implementable, and to serve as an inspiration to the community and its leaders.

As an economic consulting firm, BusinessFlare® recognizes the importance of timely implementation of the action plan strategy for the development of both the physical facilities and tangible improvements as well as the recruitment, public involvement and marketing elements required for successful completion. What makes BusinessFlare® stand out is our method that combines subject matter experts with a team approach involving all members of our team to brainstorm and contribute to the process. Our approach recognizes the importance of combining the best research, data, and relevant experience with the most practical applications in each unique environment that we serve in order to obtain optimal results while honoring site-specific community values and standards.

BusinessFlare® Approach

As part of the Economic Development Strategic Plan (“EDSP”) and Market Analysis, BusinessFlare® will evaluate how effective certain sectors of the local economy are operating and develop a competitive assessment of how well the Town and its various industries are performing. The competitive assessment will be: (1) data driven, (2) prepared in a style conducive to reading and full comprehension by Town officials and constituencies. After the competitive assessment and physical environment analysis is completed and in consultation with Town officials, BusinessFlare® will develop an economic strategy with a list of priority redevelopment objectives and identify implementation steps. See next page for more details.

Topics of Study	
Redevelopment Strategy	Upon completion of the background review and market conditions analysis, BusinessFlare® assists clients in creating a macro and micro level approach to redevelopment. This approach looks at redevelopment from a town-wide perspective as well as property by property, identifying and prioritizing key opportunity sites based on potential and feasibility (economic fiscal impact). Our services include: + Fitment & Feasibility (pro-forma analysis) + Conceptual plans and Renderings of potential reuse
Market feasibility report with industrial, commercial, and housing uses	BusinessFlare® utilizes data providers that include Placer, CoStar, as well as the Town’s tax roll to understand the residential, commercial and industrial mixes. From there, BusinessFlare® determines market gaps and opportunities for expansion/diversification. This data is then utilized for the creation of the economic development strategic plan.
Zoning code and development review procedures for economic growth	BusinessFlare® takes a holistic approach to the redevelopment process. Our in-house Urban Design team works hand-in-hand with our Economic Development department, so that once market demand is assessed, we can quickly identify zoning code and regulatory changes that need to be made to support growth. Our services include: + Development review process and efficiency assessment

--

Local Overview

a) Mobile homes

Large mobile home community
Preservation of mobile homes community zoning
Opportunity for a positive story

b) Parks and Preserve Importance

c) Improve Commercial Corridor

--

d) Strong Industry Base

Amazon Distribution Center
Coca-Cola Vending
Chef’s Warehouse
Feeding South Florida
Driving (Golf) and Gun Ranges

Five (5) Drivers of Market Analysis for Economic Development

Land – Real Estate Trends – Residential, Commercial, Industrial.

Labor – Workforce, Jobs, Transportation.

Capital - Tax Base Assessment, Capital Improvement Plan, Development Pipeline.

Markets – Consumer Patterns/Destination Traffic Profiles, Neighborhood Conditions, Quality of Life.

Regulation – Zoning, Development Trends, Review of Town Codes, Regulations, Policies and Procedures.

★ ★ ★
★ ★ ★
★ ★ ★

Project Approach

Phase 1 – Market Analysis

BusinessFlare® will use the RFQ list of deliverables to formulate phases and tasks, as the guiding tool for this project. Within each item BusinessFlare® will incorporate their unique approach to successfully fulfill the deliverable as requested per the Town of Pembroke Park RFQ. The following approach table describes how BusinessFlare® will address each of the tasks outlined in the RFQ:

RFQ Asking For	BusinessFlare® Approach
Initial Kick-Off Meeting with Town Staff	Utilizing interactive software Miro, BusinessFlare® will gather input from Town Staff on projects, capital improvements, business climate, etc. from an internal perspective.
Task 1.A - Existing Conditions Assessment	Evaluate current plan, physical environment (infrastructure and real estate land) conditions and opportunities, and status of projects and programs using GIS, surveying, photo inventory, drone imagery, and mapping techniques for the technical analysis. The team in coordination with the Town staff will identify specific areas of focus.
Task 1.B - Destination Traffic Profiles	Work with data provider Placer Analytics and other sources to create traffic profiles, understand customer visitation trends and identify market gaps that could be capitalized on.
Task 1.C – Needs Assessment	After receiving input from Town Staff, Commission, and residents, the team will create a Needs Assessment that identifies potential uses, housing types, and redevelopment opportunities as well as the scale, intensity and economic market for those uses. This will serve as the basis for the EDSP.
Task 1.D – Market and Gap Analysis	Evaluate market conditions, local businesses, trends, tapestry, targeted industries, and socioeconomics. Utilizing top data providers, the team will provide a Gap Analysis showing retail leakage and surplus (approximate dollar amount) per retail category.
Task 1.E – Retail Market Analysis Report	From the Market and Gap Analysis, the team will estimate potential market demand for new/expanding retailers in square feet. Providing the town with a targeted retailers list.
1st Public Workshop Meeting	Coordinate public participation kick-off workshop presentation with staff. The team will organize and create content material necessary to have a successful workshop. It is our belief that an “open house” type of public approach works best to allow the community to have one-on-one opportunities with the consultant team and staff, providing more valuable input. The team will coordinate public outreach strategy and timing process, work on workshop logistics minute-by-minute planning. The team has experience conducting public workshops in-person, remotely and as well as in-person/remote hybrid.
1st Round of Meetings with Mayor and Town Commissioners	The team will have open and honest meetings with the Mayor and Town Commissioners to ensure alignment of goals in the EDSP. It is our philosophy that these meetings should be fun, engaging, and informative to encourage participation.

Phase 1 Deliverable: Market Analysis (*Digital ADA Accessible Copy*)

Project Approach

Phase 2 – Economic Development Strategic Plan

RFQ Asking For	BusinessFlare® Approach
Task 2.A – Business Mix, Vacancies, and Market Competition from Surrounding Communities	Utilize Co-Star, MLS, ESRI and the Town's tax roll to determine business mix, vacancies and market gaps. Work with the town to determine secondary and tertiary market areas to assess competition from surrounding communities.
Task 2.B – Land Uses Supported by Market Data and Town Interests	Create market demand and potential estimates (in square feet) based on market conditions for residential, commercial, and industrial land uses. The team will analyze market trends and demands and identify the type of land uses they demand. Then the team will compare that with the existing town land uses and seek opportunities.
Task 2.C - Two (2) Development Plans for Key Sites	Utilize market analysis and input from Town Staff, Commission, and Residents to determine the top two (2) key redevelopment sites. From there, a fitment analysis will be conducted to see what could potentially be built according to code and determine if zoning changes need to be made. Deliverables include a 3D massing study and renderings to illustrate potential redevelopment.
Task 2.D - Potential Public Incentives for Redevelopment	Provide list of potential incentives for redevelopment, prioritizing by those that have the highest potential return on investment. Provide best practices and case studies from other cities that have successfully implemented incentives for redevelopment.
Task 2.E - Inventory of Public, Private Local, State, and Federal Resource Programs	Create an inventory of resource programs, prioritizing by those that will be the most attainable and beneficial to the Town's goals. Resources include but are not Opportunity Zone, New Markets Tax Credits, and the possible creation of Community Development Districts and/or a Redevelopment Agency for targeted resources.
Task 2.F - SWOT Analysis	Identify Strengths, Weaknesses, Opportunities, and Threats from adopted plans, physical and economic analysis, and community, staff, and commission input
Task 2.G - Economic Trends, Projected Areas of Growth, and Regional Target Industries/ Land Uses	From the Market Analysis and background review process, the team identify economic trends, projected areas of growth and regional target industries/land uses.
Task 2.H - Five (5) Year and Ten (10) Year Implementation Plans with Policies, Projects, and Programs - Prioritization Levels Medium and Long Term	Identify a list of priority economic development objectives and identify clear implementation steps to achieve. Objectives and strategies will be organized into BusinessFlare's signature Implementation Matrix which prioritizes tasks and assigns responsibility for implementation, in addition to identifying possible funding sources. The Implementation Matrix also contains time estimates and performance benchmarks.
2st Round of Meetings with Mayor and Town Commissioners	Responding to leadership input from 1st public workshop meeting - Review findings from the Market Analysis and Draft EDSP. Incorporate feedback from Mayor and Town Commission.
Presentation to Staff, Planning and Zoning Board, and Town Commission	Successful plan implementation does not occur unless all departments are on board. The team will use this opportunity to educate the various departments, P&Z boards, and Commission to develop cohesiveness and inspiration to carry out the EDSP.

Phase 2 Deliverable: Economic Development Strategic Plan ((1) *Hard Copy and Digital ADA Accessible Copy - PDF and MS Word Formats*)

Project Timeline

Estimated Timeline & Budget

Below is an estimated project timeline. All items below January 12, 2022 are tentative depending on contract award on that day. The Estimated budget for this project is \$40,000.

Year	Day	Month	Description
2021	1	November	Release of RFQ
2021	15	November	Deadline for Questions
2021	22	November	Proposal Due Date (at 4 PM EST)
2021	22	November	Opening of Proposals (at 4 PM EST Town Commission Chambers)
2021	6	December	Evaluation Committee (Est. Week of December 6)
Holidays			
2022	12	January	Approval of Contract (Estimated)
2022	14	January	Internal Project Kick-Off and Begin Phase 1
2022	20	January	Project Kick-Off with Town Staff
			Phase 1 – Task A, B, and C
			Phase 1 – Task D and E
2022	10	February	1st Public Workshop and Leadership Meetings (week of February 10th)
2022	25	February	Phase 1 - Deliverable
2022	26	February	Phase 2 – Begin Task A, B, C, D, and E
2022	24	March	Phase 2 – Task F - SWOT Analysis
2022	21	April	Phase 2 – Task G and H
			Phase 2 - Draft Economic Development Strategic Plan
2022	25	April	2nd Public Workshop and Leadership Meetings (week of April 25th) (Tentative, if needed)
2022			Comments/ Revisions
2022	10	May	Phase 2 - Second/ Final Draft
2022	24	May	Presentation to Planning and Zoning Board and Town Commission

****Disclaimer:** It is a compressed schedule but doable depending on the public process and required timing. We can be dedicated to get it done in this timeframe from our part. We are flexible with the timeline and will update as needed.

We believe a transparent and clear process are key ingredients for successful projects.

Reference Contact

In this section BusinessFlare® meets the minimum of three (3) project references of similar projects:

#1 – Village of Palm Springs, FL

Description of Project: Village of Palm Springs CRA Plan Update (Public Engagement), market analysis, economic conditions, and opportunities for redevelopment projects.

Project Cost: \$19,999

Name of Contact and Title: Kim K. Glas-Castro, Assistant Village Manager

Address: 226 Cypress Lane, Village of Palm Springs, FL 33461

Telephone number and email address: 561-584-8200 Ext. 8412 and kglas-castro@vpsfl.org

Statement on project timeline and whether timeline and budget was met or exceeded: The project dates were December 2020 to August 2021. The project timeline and budget were met successfully.

#2 – Martin County, FL

Description of Project: Martin County Post Covid-19 Recovery and Economic Strategic Action Plan, market analysis, targeted industries, innovation, and recommended projects.

Project Cost: \$191,500

Name of Contact and Title: George Stokus, Assistant County Administrator

Address: 2401 SE Monterey Rd, Stuart, FL 34996

Telephone number and email address: 772-221-2352 and gstokus@martin.fl.us

Statement on project timeline and whether timeline and budget were met or exceeded: The project dates were December 2020 to August 2021. The project timeline and budget were met successfully.

#3 – Doral, FL

Description of Project: City of Doral Market Analysis and Economic Development Strategies, market analysis, décor district, arts district, and on-going project coordination.

Project Cost: \$52,000

Name of Contact and Title: Manuel Pila, Economic Development Director

Address: 8401 NW 53rd Terrace, Doral, FL 33166

Telephone number and email address: 305-593-6725 Ext. 7016 and manuel.pila@cityofdoral.com

Statement on project timeline and whether timeline and budget were met or exceeded: The project dates were October 2020 to March 2021. This project led to on-going implementation services. The project timeline and budget were met successfully.

#4 – North Miami, FL

Description of Project: North Miami Community Redevelopment Agency, market analysis on-going updates, specific projects, redevelopment, and economic impact assessments.

Project Cost: \$159,800 (annually)

Name of Contact and Title: Rasha Cameau, CRA Executive Director

Address: 776 NW 125 Street, North Miami, FL 33161

Telephone number and email address: 305-895-9839 and rsoraycameau@northmiamifl.gov

Statement on project timeline and whether timeline and budget were met or exceeded: The project dates are 2018 to present. The project timeline and budget were met successfully.

TAB VI

Tab VI: Forms

Forms

Attachment B Acknowledgement of Addendum

ATTACHMENT B - ADDENDA ACKNOWLEDGEMENT

The Proposer has examined and carefully studied the Request for Proposals and the following Addenda. Receipt of all ADDENDA is hereby acknowledged:

Addendum Number:

Acknowledged By:

Addendum No. 1

Kevin Crowder – 11.05.21

Addendum No. 2

Kevin Crowder – 11.15.21

Addendum No. 3

Addendum No. 4

Addendum No.

Addendum No.

Addendum No.

Kevin S Crowder

11.22.21

Authorized Representative Signature

Date

Kevin Crowder, Principal
BusinessFlare® LLC
"Economic Development Solutions"

Authorized Representative/Title (Type or Print)

Proposers must acknowledge all issued addenda. Proposals which fail to acknowledge the Proposer's receipt of any addendum shall result in the rejection of the offer, if the addendum contained information which substantively changes the Owner's requirements.

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22

Completed Vendor Information Form, current copy of business license and current W-9

TOWN OF PembroKE PARK Vendor Enrollment Form 3150 SW 52 nd Avenue Pembroke Park, FL 33023		
Company Name <u>BusinessFlare, LLC</u>		
Briefly Describe the Products/Services you offer. Economic and Redevelopment Consulting firm		
Contact Name <u>Kevin Crowder</u>	Title: <u>Principal</u>	Telephone: <u>(305) 261-2279</u>
Principal Address		
Street <u>1175 NE 125th Street, Suite 601</u>	Ph: <u>(786) 671-2074</u>	Fx: <u>()</u>
City <u>North Miami</u>	State <u>Florida</u>	Zip <u>33161</u>
EMAIL <u>kevin@businessflare.net</u>		
Enter REMIT TO Information if different from above		
Street	Ph: ()	Fx: ()
City	State	Zip
EMAIL		
1099 Information (Check One Box:)		TIN: <u>84-1736016</u>
☐ Individual ☐ Partnership ☒ Corporation ☐ Sole Proprietor LLC		
<u>Kevin S Crowder</u>		<u>11/10/2021</u>
Signature		Date
<u>Kevin Crowder</u>	<u>Principal</u>	
Printed Name		Position/Title

Completed Vendor Information Form, current copy of business license and current W-9 (2)

State of Florida Department of State

I certify from the records of this office that BUSINESSFLARE, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 31, 2018.

The document number of this limited liability company is L18000209042.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on February 18, 2021, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of February,
2021*



Randy Bue
Secretary of State

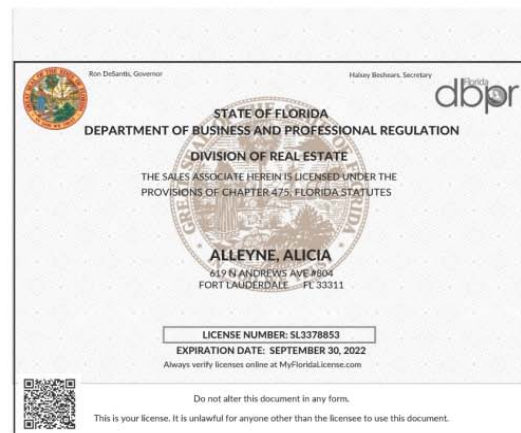
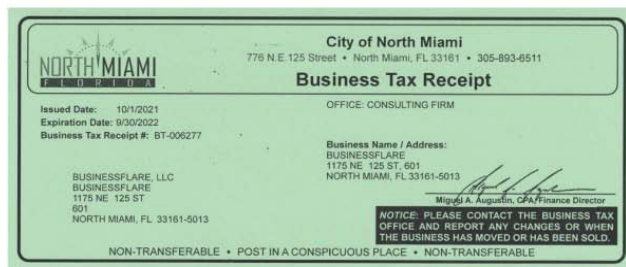
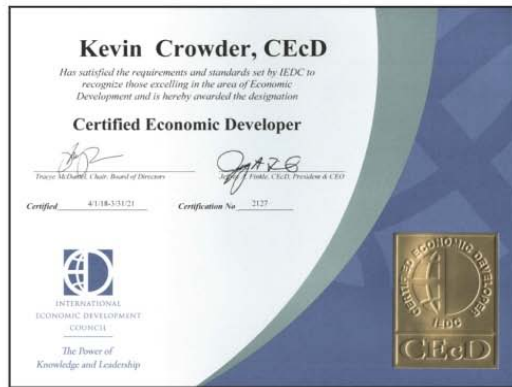
Tracking Number: 7976732235CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Tab VI: Forms

Completed Vendor Information Form, current copy of business license and current W-9 (3)



★ ★ ★
★ ★ ★
★ ★ ★

Tab VI: Forms

Completed Vendor Information Form, current copy of business license and current W-9 (4)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KEVIN S CROWDER																																																				
2 Business name/disregarded entity name, if different from above BUSINESSFLARE, LLC																																																				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►																																																				
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																				
5 Address (number, street, and apt. or suite no.) See instructions. 1175 NE 125th Street, Suite 601		Requester's name and address (optional) City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301																																																		
6 City, state, and ZIP code North Miami FL 33161																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
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Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here Signature of U.S. person ► <i>Alicia Alleyne</i> Date ► 10/13/2021																																																				
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: - Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																				

★ ★ ★
★ ★ ★
★ ★ ★



Thank You

We Provide
Economic
Development
Solutions.

Kevin Crowder, CEcD
kevin@businessflare.net
305.281.2279

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Alicia Alleyne, MBA
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--

Farrell Tiller, MBA
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--

Charita Allen, Economic Dev.
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305.790.0017

--

Camilo Lopez, Planning
camilo@businessflare.net
954.696.4106

BUSINESS FLARE®

Economic Development Solutions
Maximize Your Marketplace

Appendix Initial Research Analytics

Pembroke Park, FL Raw Data

In early November 2021, BusinessFlare® staff completed a site visit to Pembroke Park to better understand market conditions. The following are examples of the raw reports we receive from our data providers. BusinessFlare® utilizes these reports to filter relevant data to be used in our market analysis. The final market analysis document will be comprehensive, but also comprehensible, meaningly easily understood not just by professionals, but also laymen. The purpose of this section is to demonstrate BusinessFlare's ability to provide robust, relevant, and up to date data.

Business Data:

Business Type by NAICS Codes with More than 400 Employees

- Manufacturing
- Retail Trade
- Information
- Administrative & Support & Waste Management and Remediation



Business Summary

Pembroke Park Town, FL
Pembroke Park Town, FL (1255750)
Geography: Place

Prepared by Esri

by NAICS Codes	Businesses		Employees	
	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing & Hunting	0	0.0%	0	0.0%
Mining	1	0.1%	6	0.1%
Utilities	0	0.0%	0	0.0%
Construction	50	6.9%	302	5.4%
Manufacturing	35	4.8%	743	13.2%
Wholesale Trade	55	7.6%	370	6.6%
Retail Trade	131	18.0%	867	15.4%
Motor Vehicle & Parts Dealers	13	1.8%	74	1.3%
Furniture & Home Furnishings Stores	13	1.8%	69	1.2%
Electronics & Appliance Stores	9	1.2%	155	2.8%
Bldg Material & Garden Equipment & Supplies Dealers	14	1.9%	110	2.0%
Food & Beverage Stores	18	2.5%	96	1.7%
Health & Personal Care Stores	15	2.1%	112	2.0%
Gasoline Stations	3	0.4%	14	0.2%
Clothing & Clothing Accessories Stores	10	1.4%	33	0.6%
Sport Goods, Hobby, Book, & Music Stores	7	1.0%	48	0.9%
General Merchandise Stores	5	0.7%	76	1.4%
Miscellaneous Store Retailers	20	2.8%	72	1.3%
Nonstore Retailers	4	0.6%	8	0.1%
Transportation & Warehousing	26	3.6%	102	1.8%
Information	22	3.0%	584	10.4%
Finance & Insurance	18	2.5%	85	1.5%
Central Bank/Credit Intermediation & Related Activities	6	0.8%	42	0.7%
Securities, Commodity Contracts & Other Financial	7	1.0%	28	0.5%
Insurance Carriers & Related Activities; Funds, Trusts &	5	0.7%	15	0.3%
Real Estate, Rental & Leasing	50	6.9%	213	3.8%
Professional, Scientific & Tech Services	49	6.7%	300	5.3%
Legal Services	6	0.8%	23	0.4%
Management of Companies & Enterprises	2	0.3%	4	0.1%
Administrative & Support & Waste Management & Remediation	33	4.5%	484	8.6%
Educational Services	5	0.7%	230	4.1%
Health Care & Social Assistance	22	3.0%	355	6.3%
Arts, Entertainment & Recreation	11	1.5%	45	0.8%
Accommodation & Food Services	27	3.7%	305	5.4%
Accommodation	6	0.8%	20	0.4%
Food Services & Drinking Places	21	2.9%	285	5.1%
Other Services (except Public Administration)	76	10.5%	424	7.5%
Automotive Repair & Maintenance	31	4.3%	104	1.8%
Public Administration	4	0.6%	171	3.0%
Unclassified Establishments	109	15.0%	36	0.6%
Total	726	100.0%	5,626	100.0%

Source: Copyright 2021 Data Axle, Inc. All rights reserved. Esri Total Residential Population forecasts for 2021.

Date Note: Data on the Business Summary report is calculated using Esri's Data allocation method which uses census block groups to allocate business summary data to custom areas.

Appendix Initial Research Analytics (2)

Pembroke Park, FL Raw Data



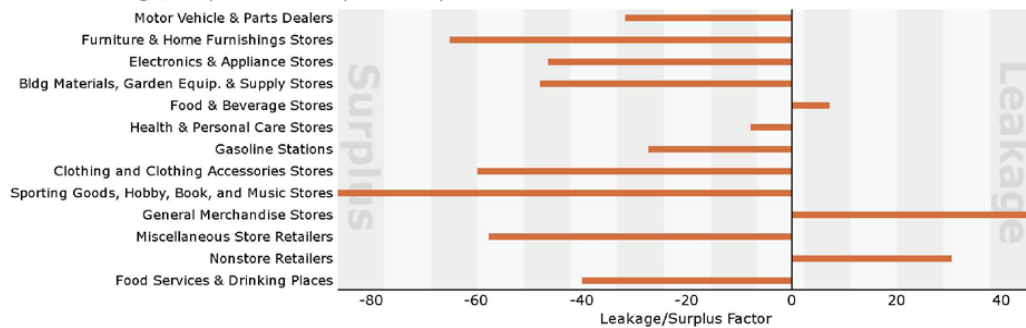
esri

Retail MarketPlace Profile

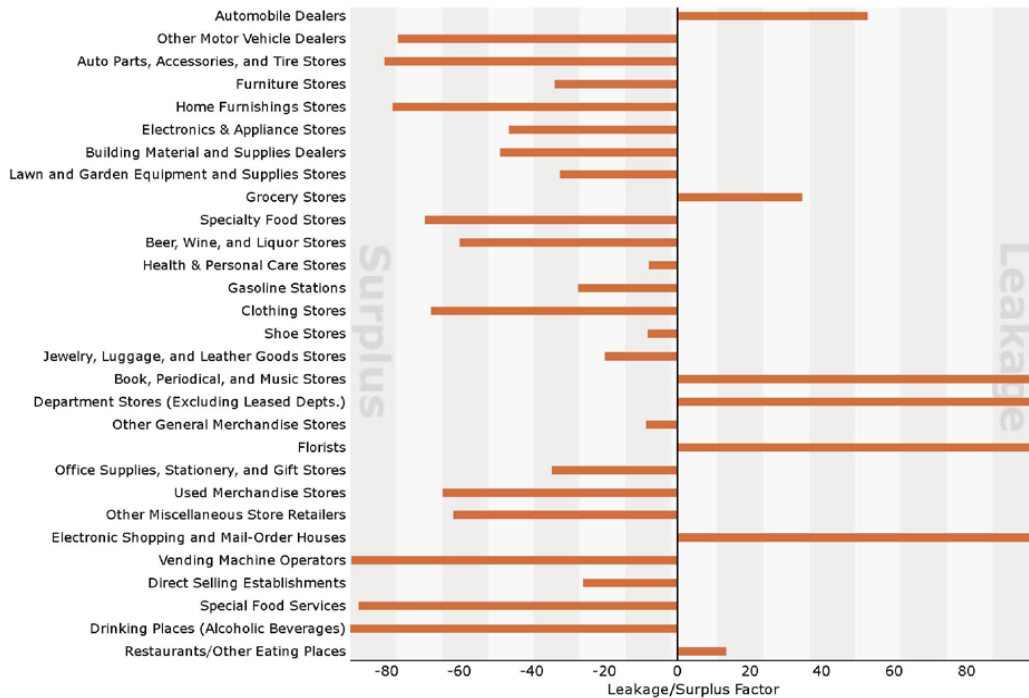
Pembroke Park Town, FL
Pembroke Park Town, FL (1255750)
Geography: Place

Prepared by Esri

2017 Leakage/Surplus Factor by Industry Subsector



2017 Leakage/Surplus Factor by Industry Group



Source: Esri and Data Axle. Esri 2021 Updated Demographics. Esri 2017 Retail MarketPlace. ©2021 Esri. ©2017 Data Axle, Inc. All rights reserved.

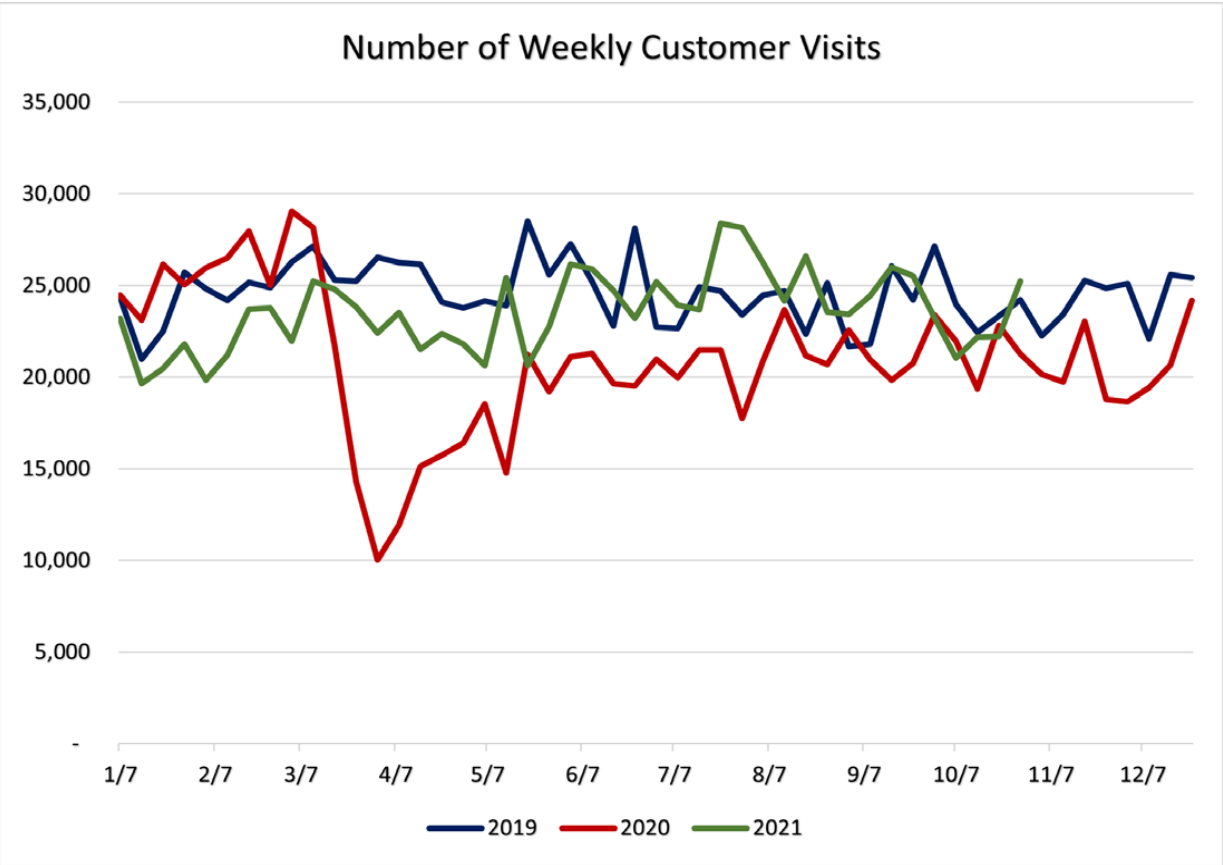
November 10, 2021

Appendix

Initial Research Analytics (3)

Pembroke Park, FL Raw Data

2019-2021 Foot Traffic Counts:
Frequency: 7.8
Dwell Time: 89 Minutes



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



CONSULTING SERVICES AGREEMENT

Town Procurement: RFQ #21-10 – Market Analysis and Economic Development Strategic Plan.

Provider Name: BusinessFlare® LLC

Provider Address: 1175 NE 125th Street, Suite 601 North Miami, FL 33161

Email: kevin@businessflare.net

Telephone: 305-281-2279

FEI/EIN #: 84-1736016

Project: Provider shall provide all labor, materials, equipment, and other services necessary for a Market Analysis and Economic Development Strategic Plan (“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 formulating a redevelopment strategy to include, but not limited to, market data with existing conditions that thoroughly assess whether existing housing stock, commerce and industrial uses, the Zoning Code and development review procedures are realistic for economic growth. The redevelopment strategy should identify targeted development and uses, development requirements and the overall market viability to support the targets developments.

THIS AGREEMENT (“Agreement”) is made by and between BusinessFlare® LLC (“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 Forty Thousand Dollars (\$40,000.00) (“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 eighty (180) 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.

24. 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.

31.5.

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.

BusinessFlare® LLC

By: Kevin S Crowder

Print Name: Kevin Crowder
Authorized Representative

Date: 12/21/2021

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: _____

Pembroke Park Market Analysis and Economic Development Strategic Plan

Proposed Scope of Work, Timeline and Budget



The following timeline is based on approval of a contract by the Town Commission on January 5, 2022 and Notice to Proceed no later than January 10, 2022.

January 10-21

Task 1 – Background Review, Internal Kickoff Meeting and Client Kickoff Meeting

BusinessFlare® will review all relevant background materials, meet internally to review said material and the workplan, tour the Town, and will gather input from Town Staff on projects, capital improvements, business climate, and other relevant information. BusinessFlare® will work with Town staff to finalize the upcoming public engagement strategy and structure.

Fee: \$4,000

January 10-February 4

Task 2 – Data Compilation and Analysis.

BusinessFlare® will gather and analyze relevant economic and market data. BusinessFlare® will:

- A. Evaluate the physical environment (infrastructure and real estate land) conditions and opportunities, and status of projects and programs. BusinessFlare® will use GIS, in-person visits, , photo inventory, drone imagery, and mapping techniques for the technical analysis.
- B. Create consumer/ resident/ workforce visitation profiles, understand visitation trends and identify market gaps that could be capitalized on.
- C. Evaluate market conditions, local businesses, trends, tapestry, targeted industries, and socioeconomics. BusinessFlare® will use Esri, US Census Bureau, Placer ai, Costar, MLS, statistical analytics, ImPlan among other data sources.
- D. Identify areas of retail surplus and leakage and identify target retailers for the area.



- 
- E. Design and distribute an online survey for residents and business owners. Survey will be bilingual and distributed digitally and in person within the community. Hard copies of the survey will be prepared for placement at high traffic locations identified by the Client.

Deliverable: Economic Indicators Summary Report

Fee: \$6,500

February 7-25

Task 3 – Stakeholder Engagement

BusinessFlare® will meet one on one with the Mayor and Town Commissioners to discuss vision, goals, and other relevant information for the EDSP.

BusinessFlare® will work with staff to implement the public engagement strategy which may include one-on-one stakeholder meetings, public workshop and/or an open house.

After receiving input from Town Staff, Commission, and residents, BusinessFlare will create a Needs Assessment that identifies potential uses, housing types, and redevelopment opportunities as well as the scale, intensity and economic market for those uses. This will serve as the basis for the EDSP.

Deliverable: Stakeholder Engagement Summary Report

Fee: \$7,500

February 25-March 25

Task 4 – Market Analysis

BusinessFlare® will perform real estate and financial analysis and identify implementation tools for the strategic plan. These tasks will provide additional content for the Market Analysis. During this analysis BusinessFlare® will:

- A. Utilize Co-Star, MLS, ESRI and the Town’s tax roll to determine business mix, vacancies and market gaps, and will determine secondary and tertiary market areas to assess competition from surrounding communities.
- B. Create market demand and potential estimates based on market conditions for residential, commercial, and industrial land uses.
- C. Utilize market analysis and input from Town Staff, Commission, and residents to determine the top two key redevelopment sites. A fitment analysis will be conducted to see what can potentially be built according to code



and determine if zoning changes need to be made. Deliverables include a 3D massing study and renderings to illustrate potential redevelopment.

- D. Compile a list of potential incentives for redevelopment, prioritizing by those that have the highest potential return on investment. BusinessFlare® will provide best practices and case studies from other cities that have successfully implemented incentives for redevelopment.
- E. Create an inventory of resource programs, prioritizing by those that will be the most attainable and beneficial to the Town's goals.
- F. Identify Strengths, Weaknesses, Opportunities, and Threats and provide recommendations for positively influencing the economic development drivers.

Deliverables: 3D Massing Study and Feasibility Assessment for potential redevelopment projects, and Draft Market Analysis and Best Practices.

Fee: \$8,000

March 28 – April 25

Task 5 – Economic Development Strategic Plan

BusinessFlare® will Identify a list of priority economic development objectives and identify clear implementation steps to achieve. Objectives and strategies will be organized into BusinessFlare's signature Implementation Matrix which prioritizes tasks and assigns responsibility for implementation, in addition to identifying possible funding sources. The Implementation Matrix also contains time estimates and performance benchmarks.

Deliverable: Draft Economic Development Strategic Plan and Implementation Matrix

Fee: \$10,000

April 25-May 6

Task 6 – Plan Review and Revisions

During this period BusinessFlare® will present the draft EDSP to Town staff, followed by Town staff review of the draft EDSP. Town staff will provide comments to BusinessFlare® within seven (7) days of receipt of the draft EDSP.

BusinessFlare® will make edits to the EDSP based on staff comments and provide an updated draft to staff within three (3) days of receiving comments.



BusinessFlare® will meet one on one with the Mayor and Town Commissioners to review the draft EDSP. BusinessFlare® will update the draft EDSP based on elected official comments and provide an updated draft to Town staff.

Deliverable: Revised Economic Development Strategic Plan

Fee: \$2,500

Dates To Be Determined

Task 7 – Plan Approval

Based on the Town’s calendar, BusinessFlare® will present the EDSP to the Planning and Zoning Board followed by the Town Commission for approval.

Deliverable: Final Economic Development Strategic Plan and Implementation Matrix

Fee: \$1,500

BusinessFlare® will invoice the Town of Pembroke Park monthly based on percent complete for work performed on each task during the previous month.

Total Fee: \$40,000

AGENDA ITEM REPORT



To: commission
Subject: Fiscal 2021 Audit Engagement Letter
Meeting: 01 05 2022 SPECIAL COMMISSION MEETING - Jan 05 2022
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

FINANCIAL IMPACT:

\$50,000

POLICY IMPLICATIONS:

Budgeted Item

RECOMMENDATION:

Approve Engagement Letter to proceed with the Annual Audit

ATTACHMENTS:

[ENGAGEMENT LETTER OF TOWN OF PEMBROKE PARK 2021](#)



2521 Hollywood Boulevard
Hollywood, Florida 33020
Telephone: 954-927-5900
Fax: 954-927-5927

1176 NW 163 Drive
Miami Gardens, Florida 33169
Telephone: 305-628-1510
Fax: 305-628-1595

900 Osceola Drive, Suite 107C
West Palm Beach, Florida 33409
Telephone: 561-547-0545
Fax: 561-253-2747

Member: American Institute of Certified Public Accountants | Florida Institute of Certified Public Accountants

December 13, 2021

To the Commissioners and Finance Director
Town of Pembroke Park, Florida
3150 SW 52 Avenue
Pembroke Park, Florida 33023

We are pleased to confirm our understanding of the services we are to provide the Town of Pembroke Park (the "Town") for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Pembroke Park as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Pembroke Park's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Pembroke Park's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule – General Fund
- 3) Schedules required by GASB for Pension Plans and OPEB
- 4) Schedule of Employer Proportionate Share of Net pension Liability - Florida Retirement System Pension Plan.
- 5) Schedule of Employer Proportionate Share of Net pension Liability – Retiree Health Insurance Subsidy Program.
- 6) Schedule of Employer Contributions - Florida Retirement System Pension Plan.
- 7) Schedule of Employer Contributions - Florida Retirement System Health Insurance Subsidy Pension Plan.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second

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paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Pembroke Park and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Pembroke Park's financial statements. Our report will be addressed to the Honorable Mayor and Members of the Town Commission of the Town of Pembroke Park. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Pembroke Park is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect the auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations

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that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of cash, receivables, debt and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Pembroke Park's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Pembroke Park in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to S. Davis and Associates, P.A., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly

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presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably the Finance Director, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent

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prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, debt, or other confirmations and schedules we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town of Pembroke Park; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of S. Davis & Associates, P.A. ("SDA") and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Town's oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of SDA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Town's oversight agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tanya I. Davis is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that SDA's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. The Town will be subject to a placement fee for any SDA employee hired by the Town during the term of the audit engagements, including any extensions, and up to two years after the end of the contract including issuance of final audit reports and annual financial statements or annual comprehensive financial report. The placement fee will be made payable to SDA in an amount equal to the greater of \$75,000 or 100% of the offered annual salary of the recruited personnel.

Our fee for your audit services will not exceed \$50,000 for fiscal year ended September 30, 2021, unless there is a change in activity, readiness, cooperation, or preparation of audit schedules that results in additional audit work or debt is issued. The compensation for additional audit work will be calculated according to the standard hourly rate schedule set forth in Tab VIII of SDA's proposal in response to RFP #20-07. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices for fees or other compensation will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through

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the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

As is customary for SDA, we will meet with the Town Manager (or designee) and the Finance Director (or designee) prior to finalizing and issuing our reports. We will also meet with the Town Commissioners, individually, to discuss the results of the audit if they wish to do so.

Any controversy or claim arising out of or relating to the services covered by this letter or hereafter provided by us to the Town (including any such matter involving any subsidiary, affiliate or agent of the Town or SDA) shall be submitted first to voluntary mediation. In addition, you agree that the exclusive venue for any action to collect such unpaid invoices shall be the courts of Broward County, Florida.

Any changes not provided elsewhere herein have to be agreed to by mutual consent of both parties.

We appreciate the opportunity to be of service to the Town of Pembroke Park and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in blue ink that reads "S. Davis & Associates, P.A." The signature is written in a cursive, flowing style.

S. Davis & Associates, P.A.

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RESPONSE:

This letter correctly sets forth the understanding of the Town of Pembroke Park.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

DISPUTE RESOLUTION PROCEDURES

The following procedures shall be used to resolve any controversy or claim ("dispute") as provided in our engagement letter of December 13, 2021. If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

Mediation

A dispute shall be submitted to mediation by written notice to the other party or parties. In the mediation process, the parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the American Arbitration Association ("AAA") or such other neutral facilitator acceptable to both parties.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute.

The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Arbitration

If a dispute has not been resolved within 90 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute will be settled by arbitration. The arbitration will be conducted in accordance with the procedures in this document and the Arbitration Rules for Professional Accounting and Related Services Disputes of the AAA as in effect on the date of the engagement letter ("AAA Rules"). In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, regardless of the size of the dispute, to be selected as provided in the AAA Rules. Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may serve on the panel unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitrators may not award non-monetary or equitable relief of any sort. They shall have no power to award punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrators have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrators may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

The result of the arbitration will be binding on the parties, and judgment on the arbitrators' award may be entered in any court having jurisdiction.

PART I
CHARTER¹

CHAPTER 59-1722

HOUSE BILL NO. 2477

AN ACT to abolish the present municipality of the Town of Pembroke, and to create, establish and organize a municipality to be known and designated as the Town of Pembroke Park, Broward County, Florida, to define its territorial boundaries, to provide for its government, jurisdiction, powers, franchises, immunities, privileges and means for exercising the same: Confirming its title to all city property and validating all taxes, assessments and levies heretofore made; and prescribing the general powers to be exercised by said city, and providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

¹Editor's note(s)—Printed herein is the charter of the Town of Pembroke Park, Laws of Fla., Chapter 59-1722, as amended. The charter appears as originally adopted. The absence of a history or editor's note indicates the section is unchanged from the original Act. All amendments have been included as indicated in the history note immediately following the amended section. Style and capitalization have been made uniform. Sections superseded by state law and those sections which were converted to ordinances have been editorially deleted or transferred to the Code as indicated in the editor's note immediately following the section.

Sec. 1. Abolishment of present municipality.

That the present municipal government existing under the name of the Town of Pembroke be and the same is hereby abolished.

Sec. 2. Ordinances remain in effect.

All existing ordinances and resolutions of the present municipality of said Town of Pembroke regularly passed, promulgated and enrolled on the date of the passage of this Act shall remain in effect and unimpaired until repealed, amended or modified by the new municipality, which is hereby organized and created, provided such ordinances and resolutions be not inconsistent with the provisions of this Act.

Sec. 3. Officers hold [respective offices] until successors qualify.

That all officers heretofore elected or appointed and holding office under the said municipality shall continue to hold their respective offices and to discharge the duties thereof and receive the emoluments thereof until their successors are elected and/or appointed and confirmed under the provisions of this Act.

Sec. 4. Title to property reserved to new municipality.

That the title, rights and ownership of property, uncollected taxes, dues, claims, judgments, decrees and choses in action, held or owned by the Town of Pembroke shall pass to, and be vested in the municipal corporation organized under this Act to succeed the municipality abolished.

Sec. 5. Contracts remain binding.

That all valid and enforceable indebtedness, obligations and contracts of the said Town of Pembroke, including all bonds issued and outstanding, shall remain valid and enforceable, notwithstanding the passage of this Act, and such indebtedness, obligations and contracts shall be imposed upon and shall be binding upon the new municipality, which is hereby organized and created.

Sec. 6. Establishment of new municipality.

The inhabitants of the Town of Pembroke Park, Florida, as its limits are hereinafter established shall be a body politic and corporate to be known and designated as the "Town of Pembroke Park" and as such shall have perpetual succession. Said Town shall have and use a common seal and may change the same at its pleasure; the municipality may sue and be sued, may plead and be impleaded in all courts and places, in all matters and proceedings, and may contract and be contracted with in regard to all matters and things.

Sec. 7. Boundaries.

The territorial boundaries of said Town of Pembroke Park shall be as follows:

[The boundaries of the town are on file in the Town Clerk's office.]

(Laws of Fla., Ch. 63-1772, § 1; Laws of Fla., Ch. 67-1893, § 1; Laws of Fla., Ch. 67-1894, § 1; Laws of Fla., Ch. 70-878, § 1; Laws of Fla., Ch. 70-879)

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Sec. 8. Powers of the city.

The Town of Pembroke Park shall have the following powers:

6th. To acquire by grant, purchase, gift, devise, condemnation, exchange, or in any other manner similar and/or dissimilar, property, real or personal, or any estate or interest therein, within or without the municipality, and to improve, sell, lease, mortgage, pledge, exchange or otherwise dispose of the same or any part thereof or interest or estate therein.

8th. To hold, use, and enjoy any of said property, real or personal, whether within or without the territorial limits of the municipality, for parks, playgrounds, roads, golf courses, aviation fields, stadiums, art museums, cemeteries, gymnasiums, schools, court houses, fire and police stations, houses of detention and correction, hospitals, infirmaries, asylums, dispensaries, poor-houses, crematories, markets, lighting and power plants, water works, municipal buildings, works, quarries, edifices, libraries, swimming pools, auditoriums, aquariums, cultural and educational institutions and structures of every character.

13th. To purchase, hire, construct, own, maintain, operate or lease, local public utilities, including street railways, buses, boats, and aircraft, and all other kinds of transportation systems by land, air and water, electric light, telephone and telegraph systems, and works for supplying the municipality and its inhabitants with water, ice, gas for illuminating and heating purposes, and also all other manner of utilities; to sell the services of such utilities to consumers both within and without the limits of the Town of Pembroke Park.

15th. To acquire by the exercise of the right of eminent domain or in any lawful manner within or without the municipality in any county of the State, or without the State, such water, lands and lands under water as the municipality may deem necessary for the purposes of providing an adequate water supply for the municipality and/or piping or conducting the same; to lay all necessary mains; to erect and maintain all necessary dams, pumping stations and other works in connection therewith; to make reasonable rules and regulations for promoting the purity of its water supply and for protecting the same from pollution; and for this purpose to exercise full police powers and sanitary patrol over all lands comprised within the limits of the water-shed tributary to any such supply wherever such lands may be located in this state; to impose and enforce adequate penalties for violation of any such rules and regulations; and to prevent by injunction any pollution or threatened pollution of such water supply and any and all acts likely to impair the purity thereof; and for the purpose of acquiring lands or materials for any such use to exercise within the state all powers of eminent domain. For any of the purposes aforesaid the City may acquire by condemnation, purchase or otherwise, any estate or interest in such lands or any of them, or any right or easement therein, or may acquire such lands or any of them in fee, reserving to the owner or owners thereof such rights or easements therein as may be prescribed in the ordinance providing for such condemnation or purchase. The said City may sell or supply to persons, firms, industries, or municipal corporation residing or located outside of the city limits, any surplus water it may have over and above the amount required to supply its own inhabitants.

19th. To collect and dispose of sewage, offal, ashes, garbage, carcasses of dead animals and other refuse, inside and outside the limits of the municipality, and to acquire and operate reduction, cremation, neutralization or other plants for the utilization of such materials, or for any of them, inside and outside the limits of the municipality; and to contract for and regulate the collection and disposal thereof.

20th. To compel the abatement and removal of all nuisances within the City or upon property owned by the City beyond its limits at the expense of the person or persons causing the same, or of the owner or occupant of the ground or premises whereon the same may be; to require all lands, lots and other premises within the City to be kept clean, sanitary and free from weeds, or to make them so at the expense of the owners or occupants thereof; to regulate or prevent slaughter houses, fat rendering plants, canning factories, or other noisome or offensive businesses within the City; to provide for inspecting and regulating the sanitary conditions of all dairies, butcher pens and slaughter houses within and without the city limits where the products of the same are sold within the city limits and to provide penalties for the violation of such regulations; to regulate or prohibit the keeping of

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animals, poultry or other fowl therein, or the exercise of any dangerous or unwholesome business, trade or employment therein; to regulate the transportation of all articles through the streets of the City; to compel the abatement of smoke and dust, to prevent unnecessary noise therein; to regulate the location of stables and the manner in which they shall be kept and constructed and generally define, prohibit, abate, suppress and prevent all things detrimental to the health, morals, comfort, safety, convenience and welfare of the inhabitants of the City.

29th. To acquire by purchase, gift, devise, condemnation or otherwise, lands, either within or without the City, to be used, kept and improved as a place for the interment of the dead, and to make and enforce all necessary and/or reasonable rules and regulations for the protection and use thereof; and generally to regulate the burial and disposition of the dead.

41st. To license, control, tax and regulate traffic and sales upon the street, sidewalks and public places, within the City and the use of space in such places, and to regulate, suppress and prohibit hawkers and peddlers and beggars upon such streets, sidewalks and public places; and to license, cause to be registered, control, tax, regulate or prohibit in designated streets, or parts of streets, carriages, omnibuses, motor buses, cars, wagons, drays, jitney buses and other vehicles; to license, tax, cause to be registered and control the drivers thereof; to fix the rate to be charged for the carriage of persons and property within the City and to the public works beyond the limits of said City; to make and promulgate regulations for traffic on the streets, or part of the streets during such hours as may be necessary or convenient; to provide for parking spaces on the streets and public places; to regulate or vacate or discontinue the use of such places; to require all vehicles for the carriage of persons for hire to execute a bond to be conditioned as required by ordinance for the protection of passengers and of the public and to make such bond inure to the benefits of persons or property which may be injured or damaged by the operation of such vehicle for hire; and to require such bond with such surety to be furnished by all vehicles for hire operating upon the streets of the City, whether such operation be wholly within the limits of the City, or between the Town of Pembroke Park and other cities and towns and places outside of the Town of Pembroke Park.

44th. To furnish police protection within one-half mile of the corporation limits, provided that this extension of power shall not extend into any other municipal corporation.

47th. To purchase, acquire, construct, improve, build, repair, lease, establish, maintain and operate fishing piers (within or without the limits of said City), golf courses, tennis courts, ball grounds and stadiums, gymnasiums, recreational centers and playgrounds.

52. To provide for the registration of electors qualified under this act, and the maintenance of record relating thereto.

52A. In addition to any other powers of municipalities as provided by general law, to construct, erect, maintain, operate and otherwise contribute to the support of street lights and recreational facilities and other related recreational programs to be located both inside the corporate limits and within five (5) miles from any boundary of the corporate limits. The city is authorized to provide by ordinance for the creation of a recreation advisory board which shall consist of not less than five (5) nor more than seven (7) members, which members may or may not be residents of the city; and to provide for their duties, terms, responsibilities, and appointment.

(Laws of Fla., Ch. 63-1771, § 1)

Editor's note(s)—All powers except extraterritorial powers have been editorially deleted in recognition of the broad home rule powers granted to municipalities in Article VII, § 2 of the Florida Constitution and F.S. Ch. 166. Extraterritorial powers were not deleted as they may only be amended by general or special law. They have not been renumbered.

Sec. 9. Town Commission.

Election of Commissioners: The government of the Town of Pembroke Park shall be vested in a Commission consisting of five (5) members elected from five (5) separate geographic districts. For the purpose of

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representation upon and election of the Commissioners, the Town of Pembroke Park Commission shall, by ordinance, prior to December 1, 2002, apportion the Town in accordance with the Constitutions of the State of Florida and of the United States into five (5) consecutively numbered geographic districts. Thereafter, by subsequently enacted ordinances, the Town of Pembroke Park Commission shall adjust the boundary lines of said districts as may be required from time to time in order that the apportionment of the Town shall continue to be in accordance with the Constitution of the State of Florida and of the United States, but in any event not less frequently than within the first calendar year following each decennial census.

Any individual seeking election as a Commissioner shall file with the Town Clerk a written notice of candidacy stating the designated district to which the individual seeks to be elected. The individual must reside within the geographic boundaries of the district for which he or she is seeking election. All qualified voters of the Town may cast one vote for a candidate for election from each district. The individuals receiving the highest number of votes cast for each district shall be duly elected to the office of Commissioner. The term of office for Commissioner so elected shall be for four (4) years or until his or her successor shall be elected and qualified. Regular elections under this Charter shall be held on the first Tuesday following the first Monday in March, commencing with the year 2003, and every four (4) years thereafter.

The Commission shall be composed of a Mayor-Commissioner, Vice-Mayor Commissioner, Clerk-Commissioner, and two (2) other Commissioners. At the first regular meeting of the Commission following every election as herein provided, the Commission shall, by Resolution, appoint one of its members as and to be Mayor of said municipality and another of its members as and to be Vice-Mayor of said municipality, and another of its members as and to be Clerk-Commissioner of said municipality.

Qualifications of Commissioners: To be eligible to hold the office of Commissioner of the Town of Pembroke Park or to qualify as a candidate for Commissioner of the Town of Pembroke Park, a person shall be a permanent resident of the Town of Pembroke Park for more than one (1) year prior to the date of the election, a registered voter of Broward County, Florida, a citizen of the State of Florida and of the United States of America, and shall be over the age of eighteen (18) years. Candidates for nomination to the office of Commissioner shall comply with all rules and regulations set out in the Charter as to their conduct. Any Commissioner who shall cease to possess the qualifications required herein shall forfeit his or her office.

Qualifications of Electors: Electors, in order to participate in municipal elections of the Town of Pembroke Park, shall be registered voters of Broward County, Florida, residing within the territorial limits of the Town of Pembroke Park.

(Laws of Fla., Ch. 70-877, §§ 1, 2; Ord. No. 87-2-2, § 2, 2-11-87; Ord. No. 88-8-3, §§ 5, 6, 8-10-88; Ord. No. 98-2-1, § 1, 11-3-98, effective 12-1-98; Ord. No. 02-05-02, § 1, 5-28-02, approved by electors 9-10-02)

Editor's note(s)—Municipal election dates are established by Laws of Florida, Ch. 75-350, as amended by Chs. 76-336, 77-507 and 81-349. The registration and qualifications of electors is pursuant to F.S. §§ 166.032, 98.041, 98.091. Ord. No. 88-8-3, §§ 5, 6, adopted Aug. 10, 1988, and approved at referendum Nov. 8, 1988, amended qualifications of commissioners and electors to read as herein set out. Provisions of Sec. 9 pertaining to the date and time of commission meetings have been deleted pursuant to Ord. No. 87-2-2, § 2, adopted Feb. 11, 1987, enacted in accordance with F.S. § 166.021; and, the user's attention is directed to Part II, Code of Ordinances, § 2.42, et al.

Sec. 9A. [Composition of Commission in the event of certain annexations]

- (1) If any one (1) or more of the three (3) areas of unincorporated land adjacent to the Town of Pembroke Park, Broward County, generally referred to as "Carver Ranches and West Hollywood Hills," "Miami Gardens," and "Lake Forest" are annexed into and made a part of the Town of Pembroke Park either under the provisions of general law through a special law or laws, the composition of the Town Commission on the Town of Pembroke Park shall be as follows:

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- (a) A Mayor-Commissioner, who must be a registered voter of the Town of Pembroke Park and who must be elected from the Town at-large; and
 - (b) Four (4) Commissioners, each of whom must be a registered voter of the Town of Pembroke Park and each of whom, except as provided in subsection (2), must reside in, and be elected by the voters of, one of the following districts:
 - 1. District 1, comprising the area of the Town of Pembroke Park as it existed on March 1, 1986;
 - 2. District 2, comprising the area generally referred to as "Carver Ranches and West Hollywood Hills";
 - 3. District 3, comprising the area generally referred to as "Miami Gardens"; and
 - 4. District 4, comprising the area generally referred to as "Lake Forest."
 - (2) If only one (1) or two (2) of the three (3) areas of unincorporated land are annexed to the Town of Pembroke Park, the Commissioner or Commissioners designated to be elected from the District or Districts for the area or areas not annexed to the Town must be elected from the Town at-large.
 - (3) This section applies beginning with the general election following the annexation of any of the three (3) areas of unincorporated land referred to in this act.

(Laws of Fla., Ch. 86-366, § 1)

Sec. 10. [Oath of office.]

Each Commissioner, before entering upon the discharge of the duties of his or her office, shall take and subscribe the following oath before some judicial officer of the state, viz: "I do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold office under the Constitution of the United States and the Constitution of the State of Florida, and that I will faithfully perform all of the duties of the office of Commissioner on which I am about to enter, so help me God."

State law reference(s)—Oath of office, F.S. § 876.05.

Sec. 11. [Filling vacancy for unexpired term.]

In case of a vacancy in the Commission, the remaining Commissioners may fill such vacancy within sixty (60) days by resolution, until the next regular general election, by vote of a majority of the remaining members of the Commission. In the event the remaining Commissioners fail to fill the vacancy by appointment as aforesaid, upon application of any Commissioner ten (10) days' notice shall be given for the purpose of holding a special election to fill said vacancy for said unexpired term, in accordance with the terms of this Charter.

Sec. 12. Appointing powers.

The City Commission shall have the power to designate or create such offices, departments or divisions, other than those provided herein as may be necessary for the administration of the affairs of the City; to provide the duties and powers of the officers and employees of such office, department or division; [to] provide for the appointment and fix the salary or compensation of such officers or employees.

Sec. 13. Powers enumerated.

All powers of the City, except such as are vested in the Mayor and except as otherwise provided by this Charter or the Constitution of the State of Florida are hereby vested in the Commission. The Commission may, by ordinance or resolution, prescribe the manner in which any power of the City may be exercised. The Commission shall be the judge of the election and a qualification of its own members. The Commission may determine its own rule of procedure and may punish its own members for misconduct. A majority of the members of the Commission shall constitute a quorum.

MUNICIPAL ORGANIZATION AND OFFICERS**Sec. 14. [Duties of officers.]**

The Mayor-Commissioner, Vice-Mayor-Commissioner, Clerk-Commissioner and the two (2) other Commissioners shall each perform the duties of his or her office until his or her successor is duly elected and qualified. The Mayor shall have the same voice and vote as the other members of the Commission. In the absence or disability to act as the Mayor, the Vice-Mayor shall perform all the duties of the office, including the judicial functions herein enumerated; and in the absence or disability of both, then the members of the Commission shall designate one of its members to act as Mayor by resolution, and when so designated, such Commissioner shall serve as Mayor and perform the duties of the office, including its judicial functions.

Sec. 15. [Creation of departments.]

For the purpose of systematically handling the government, the Commission shall create the following departments, and one Commissioner shall have charge of each department: Executive Department, in charge thereof to be ex-officio the Mayor; Department of Taxes, the Commissioner in charge thereof to be the Clerk; Department of Finance, the Commissioner in charge thereof to be the Vice-Mayor; Department of Health and Zoning, one of the other Commissioners as is designated by resolution of the Commission; and Department of Public Works and Water, one of the other Commissioners as is designated by resolution of the Commission.

State law reference(s)—Departments may be abolished by unanimous vote of the governing body, F.S. § 166.031(5).

Sec. 16. [Additional compensation for Commissioners.]

Each of the Commissioners is authorized to hold any office or perform any duties or functions necessary for the government of the municipality, but he or she shall receive no additional compensation for such service except as to the Public Works Director. The Commissioners may in case of necessity appoint suitable persons to assist them in performing the duties of their respective departments, and the compensation of such persons shall be determined by the Commission.

Sec. 17. Deleted.

(Laws of Fla., Ch. 70-880, § 1)

Editor's note(s)—This section was converted to an ordinance by operation of F.S. § 166.021. It has been editorially deleted.

Sec. 18. [Officer of treasurer; fiscal matters.]

The Commission shall designate some person as treasurer who shall receive all the public monies of the municipality, and who shall give bond equal to the largest amount thereof that may come into his or her hands at any time, such bond to be approved by the Commission and to be annually renewed and approved. The Clerk may act also as treasurer upon giving the bond required of the treasurer.

All public monies shall be deposited in the name of Pembroke Park, in a bank or banks in Broward County to be designated by the Commission and all public monies shall be disbursed only on check to be signed by the Mayor or in the absence or the disability of the Mayor by the Vice-Mayor and counter-signed by the Clerk Commissioner. Any person performing any duties in which he or she collects, receives or handles any public monies shall give bond to faithfully account for the same.

But all monies derived from the sale of municipal bonds shall be received by the treasurer and kept by him or her on deposit in a special fund in the name of the municipality in a bank in Broward County to be designated by the Commission and shall be disbursed only upon resolution and order of the Commission, upon checks or drafts to be signed by a majority of the Commissioners.

Accurate books of account of all monies received and disbursed in all departments of the municipality shall be kept and audited and approved by the Commission or by an independent auditor and an annual statement thereof shall be published by posting a copy thereof at the City Hall.

(Laws of Fla., Ch. 65-2436, § 1)

State law reference(s)—Fiscal audits and other fiscal matters, F.S. Ch. 218.

Sec. 19. [Bond requirements.]

The Commission may require that any bond shall be made by a responsible surety company duly authorized to do business in the State of Florida, and may pay the premium thereof from the municipal funds.

Sec. 20. Deleted.

Editor's note(s)—This section on municipal courts was editorially deleted as municipal courts were abolished by Article V, § 20(d)(4) of the Florida Constitution.

ORDINANCES AND RESOLUTIONS**Sec. 21. Procedure for adoption of ordinances and resolutions.**

The Commission shall have the right to adopt such ordinances and resolutions authorized by the powers granted under this Act and the general laws of the State of Florida, as are deemed necessary or advisable for the good government and general welfare of this municipality.

The procedure for adoption of an ordinance by the Town Commission shall be the same as the procedure set forth in Chapter 166, Florida Statutes, in effect at the time of the adoption of the ordinance. The enacting clause of all ordinances shall be "Be It Ordained by the Commission of Pembroke Park"; and all ordinances shall become effective five (5) days after final passage, unless otherwise provided therein. Any proposed ordinance may be amended upon either reading.

Any resolution may be introduced and passed by three (3) affirmative votes at any regular or special meeting of the Commission. The adopting clause of all such resolutions shall be "Be It Resolved by the Commission of Pembroke Park", and all such resolutions shall become effective immediately unless otherwise specified therein".

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(Ord. No. 02-05-03, § 1, 5-28-02, approved by electors 9-10-02)

State law reference(s)—Uniform minimum procedure for the adoption of ordinances is mandated by F.S. § 166.041.

MISCELLANEOUS

Sec. 21[A]. [Streets and roads; laws; suits, etc.]

The territory contained within the corporate limits of Pembroke Park is hereby declared to be and the same is hereby constituted an independent road district, provided however, that the County of Broward and State of Florida shall continue to maintain and build, at no expense to Pembroke Park, all of the existing and future county and State roads within the limits of Pembroke Park.

The Commission shall have complete control and supervision of all the streets, roads, and alleys and signal lights and safety signs within the corporate limits of the municipality and shall by ordinance prescribe the method and manner maintaining the same, not inconsistent with the laws of the State of Florida, except those roads built and maintained by the County of Broward and State of Florida as set out above.

No digging, quarrying operations, mining or excavations shall be permitted within one hundred (100) feet of any county or state road right-of-way, unless the Commission shall require that any such digging, quarrying, mining or excavation be refilled or backfilled to the grade existing prior to the digging, quarrying, mining or excavation within six (6) months of the cessation of the digging, quarrying, mining or excavation. Provided, further, that all quarrying operations, mining or excavations commenced after the effective date of this Act shall be in conformity with the then existing county-wide regulations of the Broward County Building and Zoning Department as to set-back requirements.

All laws now in force for the government of cities and towns, except insofar as they conflict with the provisions of this Act, shall apply to the said Pembroke Park and the officers thereof.

No suit or any cause of action of whatsoever kind or nature against Pembroke Park shall be instituted later than six (6) months after date such cause of action shall have accrued.

No suit or action for the recovery of damage upon any claim or demand, arising either ex contract or ex delicto shall be instituted against Pembroke Park, unless written notice of the intention to sue by giving a written statement of the particulars of the cause of action and containing a notice of intention to sue, and filing same with the Commission at least thirty (30) days before the suit or action is instituted, and within thirty (30) days of the cause of action.

The certificate of the Clerk under the seal of Pembroke Park as to the publication or posting of any notice required under or provided for by this Act shall be conclusive evidence as to such publication or posting.

State law reference(s)—Tort suits are pursuant to F.S. § 768.28.

[Sec. 21B.] Preservation of mobile home communities.

Mobile home communities provide a unique living environment which is enjoyed by numerous residents in the Town. It is the intention of the Town residents that the mobile home communities shall continue to exist in perpetuity under the current zoning regulations. No amendment to the Town Ordinances that changes the actual zoning map designation of a parcel or parcels of land, changes the actual list of permitted, conditional or prohibited uses, or in any manner modifies the zoning regulations within the T-1 Mobile Home Park Zoning District shall become effective unless the amendment shall be approved by Sixty-Five Percent (65%) of the electors of the Town voting in an election called for the purpose of amending the T-1 Mobile Home Park Zoning District.

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Notwithstanding the foregoing conditions for amendment of the T-1 Mobile Home Park Zoning District, this article shall not require the approval of the electors of the Town for the Town Commission to change the zoning classification of a parcel or parcels of real property located in the T-1 Mobile Home Park Zoning District to a classification other T-1 Mobile Home Park Zoning District when the request for change of the zoning classification has been submitted by the owner of the parcel or parcels of real property.

(Ord. No. 00-6-1, § 1, 6-14-00, approved by electors 11-7-00)

Sec. 22. [Severability.]

The provisions of this Act are severable and if any section, part of section, paragraph, sentence or clause of this Act shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any portion thereof but shall be restricted and limited in its operation and effect to that specific portion hereof invalid in the decision rendered.

Sec. 23. [Repeal of conflicting laws.]

All laws and parts of laws in conflict herewith be and the same are repealed to the extent of such conflict.

Sec. 24. [Effective date.]

This Act shall take effect immediately upon its becoming a law.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 20, 1959.