



AGENDA

SPECIAL COMMISSION MEETING

4:00 PM - Friday, February 11, 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 - NONE
7. CONSENT AGENDA - NONE
8. RESOLUTIONS
 - 8.1. Waste Generation Memorandum of Understanding - Updated Estimated Study Budget & Study Participant Table - Town Attorney Anderson
RESOLUTION NO. 2022-002
A RESOLUTION OF THE TOWNCOMMISSION/COUNCIL OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND OTHER PARTICIPATING MUNICIPALITIES REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
[2022-002 solid waste mou](#)
[First Amendment to MOU Waste Study](#)
[MOU SWG Study Municipal Cost as of 1-18-22](#)
9. ORDINANCES - FIRST READING
 - 9.1. Progressive Settlement - Town Attorney Anderson
ORDINANCE NO. 2022-001
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **PERTAINING TO THE SUBJECT OF ENVIRONMENTAL CONTROL; AMENDING THE TOWN'S CODE OF ORDINANCES TO ESTABLISHING NEW REGULATIONS FOR MATERIALS RECOVERY FACILITIES OPERATING IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

[2022-001 REVISED Progressive Settlement ord mpa edits](#)

- 9.2. Progressive Settlement - Town Attorney Anderson 44 - 61

ORDINANCE NO. 2022-002

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

[2022-002 M-1 Zoning Ordinance 15-02-03](#)

10. NEW BUSINESS

- 10.1. Renewal of iCompass program - IT Director Pakula, Town Clerk Martell 62 - 65

Staff recommends approval

[Agenda Item Report - AIR-22-006 - Pdf](#)

11. OLD BUSINESS

- 11.1. Used Police Cars from Jupiter Police Department - Interim Police Chief Howard 66 - 69

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

[Agenda Item Report - AIR-21-232 - Pdf](#)

[Police Jupiter Car Invoice 20430](#)

- 11.2. Purchase of printers for police vehicles - Interim Police Chief Howard 70 - 72

Approve purchase.

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

- 11.3. PremierOne Mobile Licenses w/install - Interim Police Chief Howard 73 - 79

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

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

- 11.4. Central Square Software Licenses to access the Broward County Records Management System - Interim Police Chief Howard 80 - 85

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

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

- 11.5. Florida Incident-Based Reporting System (FIBRS) Implementation grant 86 - 107
- Interim Police Chief Howard
AIR-21-270

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

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

- 11.6. Police Department Engineering Design Proposal from Calvin & 108 - 114
Giordano - Public Services Director Clark, Interim Police Chief Howard

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

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

12. ATTORNEY COMMENTS
13. TOWN MANAGER COMMENTS
14. COMMISSIONER COMMENTS
Clerk Commissioner Hodgkins
Vice Mayor Dieuveille
Mayor Jacobs
15. ANNOUNCEMENTS
16. 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

RESOLUTION NO. 2022-002

A RESOLUTION OF THE TOWN COMMISSION/COUNCIL OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND OTHER PARTICIPATING MUNICIPALITIES REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, In 2019, Broward County and the Broward County Municipalities, by entering into the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System ("MOU"), established a Solid Waste Working Group ("SWWG"), a group of elected municipal officials chosen from among the elected officials of the municipalities in Broward County and a County Commissioner; and,

WHEREAS, Under the MOU, Broward County and the municipalities (1) agreed to jointly undertake the continued study and analysis of critical solid waste issues and recycling programs; (2) directed the SWWG to develop a detailed and comprehensive scope of such continued study and analysis and authorized the SWWG to retain and interact with any appropriate consultants and/or attorneys during the course of the continued study to ensure that balance and independence are maintained throughout; and (3) agreed to make the respective financial contributions necessary for the continued study and analysis; and,

WHEREAS, the SWWG has deemed it necessary to have a Waste Generation Study completed in order to further its efforts to agree on a regional solution for the future of solid waste disposal and the processing of recyclable materials in the future, and Broward County has agreed to

engage such consultant to complete a scope of work as described in the First Amendment to the MOU; and,

WHEREAS, Broward County has agreed to contribute financially up to fifty percent (50%) of the total cost of a Waste Generation Study, with the remainder to be paid by municipalities that agree to the First Amendment to the MOU, referred to in the First Amendment to the MOU as “Study Participants”; and,

WHEREAS, the City/Village/Town Commission/Council of the Town of Pembroke Park deems it beneficial to enter into the First Amendment to MOU with Broward County and other Participating Municipalities, and contribute to the cost of the Waste Generation Study consistent with the terms of the First Amendment to the MOU

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

Section 1. The “WHEREAS” clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The Town Commission of the Town of Pembroke Park hereby approves the terms and conditions of the First Amendment to Memorandum of Understanding, a copy of which is attached hereto and made a part hereof.

Section 3. The Town Commission of the Town of Pembroke Park hereby approves the expenditure of up to \$1,784 (One Thousand Seven Hundred and Eighty Four) as the Town’s contribution to procure the Study.

Section 4. The proper Town Officials of the Town of Pembroke Park are hereby authorized and directed to execute said First Amendment to Memorandum of Understanding and effectuate the expenditure of the funds authorized by this Resolution.

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

Section 6. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 7. This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, THIS 4th DAY OF FEBRUARY, 2022.**

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

**FIRST AMENDMENT
TO MEMORANDUM OF UNDERSTANDING
REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF
AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM**

This First Amendment ("First Amendment") to the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System ("MOU") is made and entered into by and among Broward County, Florida ("County"), a political subdivision of the State of Florida, and those municipalities located within Broward County that approve and execute this First Amendment (individually, each executing municipality is a "Study Participant," and those municipalities are, collectively, the "Study Participants"), for the purpose of jointly funding a regional solid waste generation study ("Study") to inform the creation of a coordinated, cost-effective, environmentally sustainable system by which to dispose of solid waste and recyclable material.

RECITALS

A. In late 2019, County and the Participating Municipalities established a Solid Waste Working Group ("SWWG"), a group of elected municipal officials chosen from among the elected officials of the municipalities in Broward County and a County Commissioner, by entering into the MOU.

B. County and Study Participants each recognize that there are significant short-term and long-term benefits of regional management of solid waste disposal and recyclables processing, including environmental benefits and potential cost savings, and are committed to working toward establishing an integrated and comprehensive regional solid waste management system.

C. The goal of the SWWG is to work cooperatively, diligently, and in good faith to recommend strategies and solutions to establish a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure and sufficient independence to achieve regional solid waste disposal and recycling goals.

D. The Study is intended to provide the SWWG with information concerning the amount and composition of solid waste and recyclables countywide. Future studies may be necessary to analyze environmental impacts or to develop plans for new facilities or capital improvements.

E. Under Section 8 of the MOU, County and the Participating Municipalities (1) agreed to jointly undertake the continued study and analysis of critical solid waste issues and recycling programs; (2) directed the SWWG to develop a detailed and comprehensive scope of such continued study and analysis and authorized the SWWG to retain and interact with any appropriate consultants and/or attorneys during the course of the continued study to ensure

that balance and independence are maintained throughout; and (3) agreed to make the respective financial contributions necessary for the continued study and analysis. If every Participating Municipality does not execute this First Amendment, then only County and the Study Participants shall be parties to it. In such event, the County and Study Participants have agreed that this First Amendment shall have the force of a separate agreement that incorporates the understandings of the MOU.

F. By action of the Broward County Board of County Commissioners on June 15, 2021, County has agreed to contribute financially up to fifty percent (50%) of the total cost of the Study, with the remainder to be paid by Study Participants.

G. County and Study Participants desire to enter into this First Amendment to the MOU to further the SWWG's goals by contributing funds to procure the Study, which will provide the SWWG with information critical to the process of establishing a regional solid waste management system. This First Amendment only affects the obligations of County and Study Participants to each other and shall not amend the MOU in any other respect.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Study Participants agree as follows:

ARTICLE 1. EXHIBITS

Exhibit A	Proposed Study Scope of Services
Exhibit B	Estimated Study Budget and Study Participant Contributions

ARTICLE 2. AMENDMENT EFFECTIVE DATE; AUTOMATIC TERMINATION

2.1 Amendment Effective Date. The effective date of this First Amendment ("Amendment Effective Date") shall be the date it is fully executed by County and by Study Participants representing at least a combined ninety percent (90%) of the total population of Broward County, Florida (the "Required Population"), based on the University of Florida Bureau of Economic and Business Research's most recent population estimates.

2.2 Automatic Termination. If by February 11, 2022, ("Automatic Termination Date"), County and Study Participants meeting or exceeding the Required Population as set forth in Section 2.1 have not executed this First Amendment and provided payment as set forth in Sections 3.2 and 3.3, this First Amendment shall be void and of no effect on County and any Study Participants that had executed the First Amendment prior to the Automatic Termination Date, and any payments made by Study Participants that had executed the First Amendment prior to the Automatic Termination Date shall be returned to the paying Study Participant.

**ARTICLE 3. FINANCIAL OBLIGATIONS OF THE PARTIES; TIME OF PERFORMANCE;
ADDITIONAL STUDY PARTICIPANTS**

3.1. Study Cost. The total final cost of the Study invoiced by Vendor (defined below) to County is hereinafter referred to as the "Study Cost." The Study Cost shall not exceed one million dollars (\$1,000,000). The Study shall be conducted in phases. At the completion of each phase of the Study, a portion of the Study Cost will be invoiced by Vendor to County.

3.2. Division of Study Cost. County shall pay an amount equal to fifty percent (50%) of the Study Cost. The Study Participants (both those who are parties to this First Amendment as of the Amendment Effective Date and those who may become Study Participants after such date) shall collectively pay an amount equal to fifty percent (50%) of the total Study Cost (the "Municipal Share"). The division of the Study Cost between County and Study Participants on a fifty-fifty (50/50) basis shall remain in place notwithstanding any discrepancy between the estimate shown on Exhibit B and the Study Cost. If the estimate shown on Exhibit B is different than the Study Cost, the County's share and each Study Participant's portion of the Municipal Share will be adjusted on a pro-rata basis using the method described in Section 3.3 of this First Amendment, with the County's share and the Municipal Share each remaining fifty percent (50%) of the total Study Cost.

3.3. Municipal Share Calculation. Each Study Participant's portion of the Municipal Share shall be calculated by dividing the Study Participant's population by the total population of the Study Participants no later than thirty (30) days after the Amendment Effective Date ("Municipal Reconciliation Date"). For example, if a Study Participant's population is equal to five percent (5%) of the total population of all Study Participants, such Study Participant would be responsible for contributing five percent (5%) of the Municipal Share. All percentages shall be rounded to the nearest hundredth of a decimal point (e.g., 4.944% shall be rounded to 4.95%) with any shortfall paid by the Study Participant with the largest population. The population of the unincorporated areas of Broward County shall not be included when calculating total population under this section and no contribution to the Municipal Share shall be required on behalf of the unincorporated areas. The parties acknowledge that Exhibit B is demonstrative of the application of the formula in this Section 3.3 and the actual payment responsibilities for the Study Participants shall be calculated based upon the formula in this Section 3.3.

3.4. Time of Performance. Each Study Participant shall issue payment to County for its portion of the Municipal Share contemporaneous with its delivery to County of the executed First Amendment, as set forth in Section 2.2. Study Participants shall issue payment in the amount that would be owed if Study Participants representing a combined ninety percent (90%) of the total population of Broward County, Florida, executed this First Amendment. If Study Participants representing more than a combined ninety percent (90%) of the total population of Broward County, Florida, execute this First Amendment, County shall issue a reimbursement of each Study Participant's respective overpayment of the Municipal Share, on a pro-rata basis, after the Municipal Reconciliation Date.

3.5. Additional Study Participants. Any Broward County municipality may become a Study Participant by signing this First Amendment, and the MOU, and issuing payment to County within thirty (30) calendar days after entering into this First Amendment for an amount as calculated pursuant to Section 3.3 herein, which shall be used to reimburse all other Study Participants, on a pro-rata basis, their respective overpayments of the Municipal Share.

3.6. Extension. The SWWG shall have the authority, by majority vote, to extend the Automatic Termination Date set forth in Section 2.2 beyond February 11, 2022. Study Participants hereby acknowledge that any such extension may significantly delay initiation of the Study, and delivery of the resulting report, by Vendor.

ARTICLE 4. OTHER OBLIGATIONS OF THE PARTIES

4.1. Vendor Selection Process. County shall conduct a search for a qualified vendor to perform the Study and select the vendor ("Vendor"). The County shall enter into a binding agreement with Vendor and act as the contract administrator in connection with the agreement for the Study ("Study Contract").

4.2. Cooperation of the Study Participants with Vendor. Each Study Participant shall provide Vendor with the following information: (1) point of contact within Study Participant's municipal government, (2) list of haulers contracting with Study Participant, and (3) contact information for Study Participant's haulers. Study Participants shall encourage their haulers to comply with Vendor's information requests on an expedited basis.

4.3. No Obligation to Advance or Reimburse Other Parties. County shall not be obligated to advance, reimburse, or otherwise pay any portion of the Municipal Share and Study Participants shall not be obligated to advance, reimburse, or otherwise pay any portion of the County Share.

ARTICLE 5. SCOPE OF THE STUDY

5.1. The Study shall conform to industry best practices for solid waste generation reporting and other such topics as County's contract administrator of the Study Contract deems appropriate. As of the Amendment Effective Date, the proposed scope of the Study ("Study Scope") is attached as Exhibit A to this First Amendment.

5.2. Exhibit A was created with input from the SWWG's Technical Advisory Committee ("TAC"). Each Study Participant executing this First Amendment acknowledges that it had ample opportunity to review and provide feedback on the Study Scope prior to the retention of Vendor through its representative on the TAC.

5.3. Study Participants acknowledge and understand that the final scope of the Study as contained in the Study Contract may be modified based on negotiations with Vendor, as conducted by a negotiation team consisting of representatives from County, SWWG, and TAC. Notwithstanding the foregoing, the Study Scope shall not be modified in a manner that will

increase the cost to an amount more than the Study Cost. Any changes to the Study Scope will be made with the input of the negotiation team's County, SWWG, and TAC representatives.

ARTICLE 6. MISCELLANEOUS

6.1. Recitals. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the MOU.

6.2. Conflict. In the event of any conflict or ambiguity between this First Amendment and the MOU, County and Study Participants agree that this First Amendment shall control. The MOU, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and County and Study Participants agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the MOU as amended in this First Amendment. Accordingly, County and Study Participants agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6.3. Joint Preparation. Preparation of this First Amendment has been a joint effort of County and Study Participants and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties to this First Amendment than any other.

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

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator authorized to execute same by Board action on the ____ day of _____ 202_, and Study Participants, signing by and through officers duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2022

(Signature)

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

(Print Name of Witness)

By _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

By _____
Matthew Haber (Date)
Assistant County Attorney

**FIRST AMENDMENT
TO MEMORANDUM OF UNDERSTANDING
REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF
AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM**

STUDY PARTICIPANT

WITNESS:

Print or type name

STUDY PARTICIPANT

Mayor (Print or type name)

_____ day of _____, 20____

WITNESS:

Print or type name

City Manager (Print or type name)

ATTEST:

City Clerk (Print or type name)

APPROVED AS TO FORM BY:

City Attorney (Print or type name)

EXHIBIT A
Proposed Study Scope of Services

Vendor shall provide the following Services:

WASTE GENERATION STUDY

Task	Task Title	Illustrative Tasks	Cost	Deliverables ¹
1	Project Planning and Preparations	• Kick-off meeting • Establish project parameters • Coordinate with private haulers • Create applicable Environmental Health and Safety Plans • Develop overall plan of the Study include how the results of the study can be used	\$45,300	• Memorandum with project schedule, summary of available information, and clarification of scope • Memorandum that details and describes Land Use Code Groups (LUCGs), geographic areas, and associated sample targets • Non-Disclosure agreements with private haulers • Memorandum of Understanding with each cooperating private hauler • Presentation before stakeholders providing an overview of the Study and introducing the potential uses derived from the Study (i.e., calculation of assessment fee, financial projections for a solid waste entity, tipping fee surcharge, support of bond issuance, etc.)

¹ Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.

² Format for all databases shall be approved by the County.

Task	Task Title	Illustrative Tasks	Cost	Deliverables ¹
2	Develop Sampling Protocol and Training	Purchase and install truck scales	\$92,400	Certificate of installation for each on-board truck scale installed. (County will reimburse actual costs based on proper submittal of invoices up to a maximum of \$23,100 for each scale installed up to a maximum of 4)
		Match hauler customers with parcels	\$48,800	Database² that presents selected data for which waste will be measured as part of this study
		Develop field protocol / training	\$25,900	- Field Sampling Protocol - Training Presentation
3	Correlate Parcel Data with Hauler Customer Information, Verification Surveys, and Data Gathering	Conduct verification surveys	\$138,000	Database that includes verified information and summary of discrepancies
		Winter field data gathering	\$52,800	Database that includes weight of waste measured for each parcel in Winter 2022
		Summer field data gathering	\$52,800	Database that includes weight of waste measured for each parcel in Winter 2022 and Summer 2022

² Format for all databases shall be approved by the County.

Task	Task Title	Illustrative Tasks	Cost	Deliverables ¹
4	Statistical Analyses	Conduct analysis to develop statistically valid and defensible waste generation rate for the County and its 31 municipalities	\$28,200	- Memorandum that presents median and statistical confidence intervals for each LUCG and geographic area - Meeting with County to present data summary and evaluate countywide vs geographic waste generation estimates
5	Draft/Final Waste Generation Report, Presentation, and Miscellaneous Consulting Services	- Draft Report - Final Report & Presentation - Progress Meetings (up to 4) before relevant stakeholders (as determined by the County) - Identifying regulatory, legislative, and legal trends that affect solid waste management - Provide guidance on policies, contracts, regulations, and other actions related to solid waste management in Broward County for consideration	\$65,800	- Draft project report that presents field methods, project results, and waste generation rates - Final project report that incorporates County comments on field methods, project results, and waste generation rates. The Final Report shall also include the potential uses derived from the Study (ie. calculation of assessment fee, financial projections for Authority, tipping fee surcharge, support of bond issuance, etc.) and next steps and options on how rates may be applied. - Presentation that presents the Waste Generation Study to relevant stakeholders (as determined by the County)
TOTAL			\$550,000	

The Scope of Service shall also include all items and tasks contained in the Contractor's written proposal dated November 12, 2021, and optional funding tasks.

WASTE COMPOSITION STUDY

Task	Task Title	Illustrative Tasks	Cost	Deliverables ³
6	Project Planning and Preparations	• Kick-off meeting • Establish project parameters • Coordinate with waste management facilities and public/private haulers • Create applicable Environmental Health and Safety Plans • Develop sampling protocol that identifies locations, sampling targets, and field procedures	\$18,500	• Memorandum with data request • Memorandum with project schedule, summary of available information, and clarification of scope • Sampling Protocol
7	Seasonal Field Efforts to Acquire and Sort Waste Samples	• Season 1 (5-day field activity)	\$43,800	• Memorandum presenting summary of field results for Season 1
		• Season 2 (5-day field activity)	\$43,800	• Memorandum presenting summary of field results for Season 2
		• Season 3 (5-day field activity)	\$43,800	• Memorandum presenting summary of field results for Season 4
		• Season 4 (5-day field activity)	\$43,800	• Memorandum presenting summary of field results for Season 4

Task	Task Title	Illustrative Tasks	Cost	Deliverables ³
8	Statistical Analyses	Derivation of Annual Waste Composition (overall and by sector); Comparisons (to previous studies, to other jurisdictions, by sector), Assessment of Opportunities to increase Waste Diversion	\$24,000	- Memorandum that presents annual waste composition and statistical confidence intervals for each material type - Meeting with County to present data and discuss format for final report
9	Draft/Final Waste Composition Report & Presentation	- Draft Report - Final Report & Presentation	\$26,300	- Draft report presenting field methods, project results, and waste composition - Final report incorporating County comments on field methods, project results, and waste composition. The Final Report shall also include the potential uses derived from the Study (opportunities to expand waste diversion efforts) and next steps. - Presentation of Waste Composition Study results to relevant stakeholders (as determined by the County)
TOTAL			\$244,000	

³ Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.

The Scope of Service shall also include all items and tasks contained in the Contractor's written proposal dated November 12, 2021, and optional funding tasks.

OPTIONAL SERVICES

Task	Task Title	Illustrative Tasks	Cost	Deliverables ⁴
10	Revenue Requirement /Financial Projections	• Determine the revenue requirements for the system consistent with proposed bond commitments	\$32,625	• Financial model results projecting revenue requirements
11	Non-Ad Valorem Assessment and Rate Planning	• Identify the parcels that will receive a special benefit from the solid waste entity • Validate the methodology for apportioning the revenue requirement to the benefitting parcels • Calculate the necessary special assessment to meet the revenue requirements for the next 5 years • Determine the parcels that will receive a special benefit from the solid waste entity and consider whether the same benefit is conveyed upon all parcels (ex, education/outreach, HHW, etc.)	\$59,500	• Report with a statistically-valid and legally-defensible special assessment rate structure

⁴ Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.

Task	Task Title	Illustrative Tasks	Cost	Deliverables ⁴
12	Tipping Fee Study	- Determine level of surcharges required to meet the financial needs of the system - Determine waste streams and tonnages subject to surcharge - Calculate surcharge per ton of billable waste	\$39,100	Report on tipping fees/surcharges that include surcharge for each facility and waste stream (MSW, bulk, yard, C&D, etc),
13	Support to Bond Issuance	Perform feasibility study that details annual revenue projections over the life of the anticipated financing term	\$30,975	Feasibility reports for revenue bond financing of capital assets
14	Communication and Outreach	- Public Relations and communication planning/implementation - Citizen input through stakeholder, and public meetings, online and phone surveys	\$38,100	- Includes two in-person meetings, and one virtual meeting. - Memorandum summarizing results of citizen input.
15	Additional Meetings (as required)	- In-person meeting with Project Director - \$3,850 - Virtual Meeting - \$1,350	Varies	Project Director will attend in-person or virtually, Project Manager will attend virtually

EXHIBIT B
Estimated Study Budget and Study Participant Contributions

Based on discussions with potential vendors, the estimated Study Cost is \$1,000,000.

The table below is intended as a demonstrative and assumes ninety percent (90%) municipal participation. It contains the agreed-upon population of each municipality in Broward County for determining each Study Participant's portion of the fifty percent (50%) Municipal Share of the Study Cost.

Municipality	Population (2021 BEBR)	Population Percentage based on 100% Participation	\$1M Study with 100% Participation	Population Percentage based on 90% Participation	Payment from Municipalities by 2/11/22 \$1M Study with 90% Participation
Fort Lauderdale	186,076	9.600%	\$47,409.00	10.667%	\$53,334.00
Pembroke Pines	170,857	8.815%	\$44,404.00	9.794%	\$48,972.00
Hollywood	153,854	7.938%	\$39,706.00	8.820%	\$44,098.00
Miramar	136,007	7.017%	\$34,947.00	7.796%	\$38,983.00
Coral Springs	134,558	6.942%	\$34,863.00	7.713%	\$38,568.00
Pompano Beach	113,144	5.837%	\$29,065.00	6.486%	\$32,430.00
Davie	106,199	5.479%	\$27,417.00	6.088%	\$30,439.00
Sunrise	97,359	5.023%	\$25,249.00	5.581%	\$27,906.00
Plantation	92,628	4.779%	\$23,800.00	5.310%	\$26,550.00
Deerfield Beach	87,106	4.494%	\$22,532.00	4.993%	\$24,967.00
Lauderhill	74,538	3.846%	\$19,321.00	4.273%	\$21,365.00
Tamarac	72,509	3.741%	\$18,651.00	4.157%	\$20,783.00
Weston	68,305	3.524%	\$17,667.00	3.916%	\$19,578.00
Margate	58,714	3.029%	\$15,230.00	3.366%	\$16,829.00
Coconut Creek	57,871	2.986%	\$15,002.00	3.317%	\$16,588.00
North Lauderdale	44,855	2.314%	\$11,620.00	2.571%	\$12,857.00
Oakland Park	44,296	2.285%	\$11,473.00	2.539%	\$12,697.00
Hallandale Beach	41,157	2.123%	\$10,692.00	2.359%	\$11,797.00
Lauderdale Lakes	36,647	1.891%	\$9,327.00	2.101%	\$10,504.00
Parkland	35,440	1.828%	\$8,994.00	2.032%	\$10,158.00
Cooper City	34,397	1.775%	\$8,924.00	1.972%	\$9,859.00
Dania Beach	31,837	1.643%	\$8,229.00	1.825%	\$9,126.00
West Park	15,229	0.786%	\$3,925.00	0.873%	\$4,365.00

Wilton Manors	11,560	0.596%	\$2,964.00	0.663%	\$3,314.00
Lighthouse Point	10,499	0.542%	\$2,720.00	0.602%	\$3,010.00
Southwest Ranches	7,675	0.396%	\$1,973.00	0.440%	\$2,200.00
Pembroke Park	6,222	0.321%	\$1,624.00	0.357%	\$1,784.00
Lauderdale-by-the-Sea	6,203	0.320%	\$1,608.00	0.356%	\$1,778.00
Hillsboro Beach	1,986	0.102%	\$515.00	0.114%	\$570.00
Sea Ranch Lakes	535	0.028%	\$140.00	0.031%	\$154.00
Lazy Lake	33	0.002%	\$9.00	0.002%	\$10.00

Study Cost	\$1,000,000
County Cost Share at 50%	\$500,000
Remainder to be Paid by Municipalities	\$500,000
Total Broward Population (2021 BEBR)	1,938,296
90% of Population	1,744,466

EXHIBIT B
Estimated Study Budget and Study Participant Contributions

Study Cost	\$1,000,000
County Cost Share at 50%	\$500,000
Remainder to be Paid by Municipalities	\$500,000
Broward Population (2021 BEBR)	1,938,296
90% of Population	1,744,466

Municipality	Population (2021 BEBR)	Population Percentage based on 100% Participation	\$1M Study with 100% Participation	Population Percentage based on 90% Participation	Payment from Municipalities by 2/11/22 \$1M Study with 90% Participation
Fort Lauderdale	186,076	9.600%	\$47,999.89	10.667%	\$53,333.21
Pembroke Pines	170,857	8.815%	\$44,074.02	9.794%	\$48,971.14
Hollywood	153,854	7.938%	\$39,687.95	8.820%	\$44,097.73
Miramar	136,007	7.017%	\$35,084.17	7.796%	\$38,982.41
Coral Springs	134,558	6.942%	\$34,710.38	7.713%	\$38,567.09
Pompano Beach	113,144	5.837%	\$29,186.46	6.486%	\$32,429.40
Davie	106,199	5.479%	\$27,394.94	6.088%	\$30,438.82
Sunrise	97,359	5.023%	\$25,114.59	5.581%	\$27,905.09
Plantation	92,628	4.779%	\$23,894.18	5.310%	\$26,549.09
Deerfield Beach	87,106	4.494%	\$22,469.74	4.993%	\$24,966.37
Lauderhill	74,538	3.846%	\$19,227.71	4.273%	\$21,364.13
Tamarac	72,509	3.741%	\$18,704.32	4.157%	\$20,782.57
Weston	68,305	3.524%	\$17,619.86	3.916%	\$19,577.62
Margate	58,714	3.029%	\$15,145.78	3.366%	\$16,828.64
Coconut Creek	57,871	2.986%	\$14,928.32	3.317%	\$16,587.02
North Lauderdale	44,855	2.314%	\$11,570.73	2.571%	\$12,856.37
Oakland Park	44,296	2.285%	\$11,426.53	2.539%	\$12,696.15
Hallandale Beach	41,157	2.123%	\$10,616.80	2.359%	\$11,796.44
Lauderdale Lakes	36,647	1.891%	\$9,453.41	2.101%	\$10,503.78
Parkland	35,440	1.828%	\$9,142.05	2.032%	\$10,157.83
Cooper City	34,397	1.775%	\$8,873.00	1.972%	\$9,858.89
Dania Beach	31,837	1.643%	\$8,212.63	1.825%	\$9,125.14
West Park	15,229	0.786%	\$3,928.45	0.873%	\$4,364.95
Wilton Manors	11,560	0.596%	\$2,982.00	0.663%	\$3,313.33
Lighthouse Point	10,499	0.542%	\$2,708.31	0.602%	\$3,009.23
Southwest Ranches	7,675	0.396%	\$1,979.83	0.440%	\$2,199.81
Pembroke Park	6,222	0.321%	\$1,605.02	0.357%	\$1,783.35
Lauderdale-by-the-Sea	6,203	0.320%	\$1,600.12	0.356%	\$1,777.91
Hillsboro Beach	1,986	0.102%	\$512.31	0.114%	\$569.23
Sea Ranch Lakes	535	0.028%	\$138.01	0.031%	\$153.34
Lazy Lake*	33	0.002%	\$8.51	0.002%	\$9.46

Note: Revised on 1/17/2022

* Rounded

ORDINANCE NO. 2022-001

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

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

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

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

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

~~“DIVISION 5: MATERIALS RECOVERY FACILITIES”~~

~~“Sec. 11-75. Definitions.~~

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

~~(b)~~

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

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

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

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

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

~~(4) A transfer:~~

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

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

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

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

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

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

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

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

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

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

~~———~~
~~"Sec. 11-77. Application and Regulations.~~

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

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

- ~~————— (2) Whenever a Certificate of Conformance has expired; or,~~
- ~~————— (3) Whenever a Materials Recovery Facility submits any applications for permits, licenses, or other approvals (or modifications thereto) under Federal, State, or County law or rule;~~
- ~~————— (4) Whenever there is any Material Change of Ownership of a Materials Recovery Facility; or~~
- ~~————— (5) For the Facility's first Certificate of Conformity, by June 1, 2015.~~
- ~~————— (b) An application for a Certificate of Conformance shall be filed with the Town Planner on forms prepared by the Town for such purpose.~~
- ~~————— (c) The application shall include a cashier's check or certified in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), Five Hundred Dollars (\$500.00) of which shall be a nonrefundable processing fee in connection with the application. The balance of Two Thousand Dollars (\$2,000.00) is a cost recovery deposit for the anticipated expenses for non-administrative costs incurred by Town in processing the application. Whenever the cost recovery deposit balance is twenty percent (20%) or less of the initial deposit, a supplemental deposit in the amount of One Thousand Dollars (\$1,000.00) will be required before any further review or processing of the application continues. The applicant will be notified when a supplemental deposit is required. For the purpose of this Section, non-administrative costs shall be defined as follows:~~
 - ~~(1) Town Planner's fee;~~
 - ~~(2) Town Engineer's fee;~~
 - ~~(3) Postage and other mailing expenses;~~
 - ~~(4) Photocopy expenses;~~

~~(5) Newspaper advertising expenses; and,~~

~~(6) Legal fees.~~

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

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

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

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

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

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

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

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

Department [or its successor]), or the Town, or some or all of the foregoing, during the five (5) year period preceding the application and the status and disposition of each violation.

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

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

- a. A Site Plan showing the boundary of the real property on which the Materials Recovery Facility operates, all off-street parking and drive isles, the footprint of all buildings within the real property on which the Materials Recovery Facility shall operate, including the building in which the Materials Recovery Facility shall operate;
- b. Floor plans and equipment details showing the type, size, and nature of all processing equipment, tools, implements, and containers used or intended to be used in extraction from solid waste of recyclable materials, material suitable for use as a fuel or soil amendment, or any combination of such materials. The floor plans shall depict and describe the area where solid waste is deposited for processing, and a narrative shall describe the nature of processing that takes place and is to take place.

- e. ~~A proposed Traffic Circulation and Route Plan which shall describe control procedures concerning how trucks are summoned and dispatched from the site and which shall depict how truck traffic shall access the site (and the improvements on site) from adjacent rights of way, load or unload as the case may be, and exit the site to adjacent rights of way;~~
- d. ~~A Certificate or policies of insurance with such environmental liability coverages, limits, deductibles, and underwriters as the Town Commission has specified by Resolution, prior to the date the Application was filed.~~
- e. ~~A local business office with a local telephone number which will be operated to provide adequate response to customer inquiries or complaints. The office must be located in Broward County. The telephone number must be a toll-free call from any point within the Town.~~
- f. ~~A sign detail, after receiving a sign permit from the Town, of the sign posted in a conspicuous location on the site of the materials recovery facility clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.~~
- g. ~~The proposed hours of operation for the Materials Recovery Facility broken down for each of the following functions:
 - (i) ~~solid waste processing;~~~~

~~(ii) office functions;~~

~~(iii) cleaning and disinfecting functions.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ~~a.— Construction and demolition debris;~~
- ~~b.— Commercial waste;~~
- ~~c.— Household waste;~~
- ~~d.— Vegetative material~~
- ~~e.— Prohibited materials including the final disposal location facility name, address, and telephone number;~~
- ~~f.— The quantity of recyclable material recovered, by type;~~
- ~~g.— The quantity of solid waste disposed of and identity of the final disposal location(s);~~

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

- ~~a.— The facility name, address and Certificate number;~~
- ~~b.— The month covered by the report;~~
- ~~c.— A summary of the daily information specified in (1) above.~~

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

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

~~b. A summary of the information specified in (2) above."~~

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

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

PASSED on First Reading this 4th day of February, 2022.

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

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

ORDINANCE NO. 2022-002

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

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

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

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

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

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

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

“Sec. 28-211. Intent and definitions.

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

Exhibit “B”

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

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

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

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

“Sec. 28-211.5. Permitted uses.

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

- (a) Manufacture and distribution of:
 - Aerospace composites;
 - Apparel related products;
 - Assembled paper products;
 - Aviation technology;
 - Ceramics;
 - Computer components;
 - Cosmetics;
 - Electronic and electrical equipment, systems, components, instruments, and peripherals;
 - Finished wood products;
 - Food packaging and distribution;
 - Footwear;
 - Furniture and fixtures;
 - Image recognition devices;
 - Jewelry;
 - Leather products;
 - Machinery;
 - Manufacturing technology;
 - Medical equipment and supplies;
 - Musical instruments;
 - Optics;

Pharmaceuticals and medicines;

Robotics; and,

Transportation parts and equipment.

- (b) Development or distribution of artificial intelligence or computer and telecommunications software.
- (c) Medical and biomedical educational or scientific research, testing, or development facilities (not schools) or laboratories.
- (d) Warehouse and storage buildings associated with manufacturing, assembly and distribution of goods and equipment, including self-storage facilities; provided however, that in addition to all other requirements of the Town, adequate areas are available for the storage of trucks used in the operation so that they are not parked in streets, driveways, automobile parking spaces or landscaped areas.
- (e) Storage in bulk within warehouse and storage buildings of: brick, building materials, cement, clay products, concrete products, contractors' equipment, cotton, grain, gravel, hay, lead, plaster, pipe, lumber, machinery, roofing materials, rope, sand, stone, terra cotta, timber, wood or wool.
- (f) The following service and trade establishments:
 - Bakery;
 - Boat repair;
 - Bookbinding;
 - Cheese making;
 - Cleaning and dyeing establishments;
 - Communication - information/data processing;
 - Cutting or blending of liquor;
 - Diaper service;
 - Drapery and blind fabrication and service;
 - Egg storage, handling or processing;

Electroplating;
Exterminating;
Food catering;
Glass and mirror shop;
Janitorial;
Laundry;
Linen supply;
Machinery repair;
Magazine wholesale agency;
Manufacture of powder blends, potting compounds and plastisols;
TV / Motion picture studio / recording studio;
Pattern making;
Plumbing or electrical shop;
Printing, publishing, lithography and engraving; and,
Buildings for telecommunications and utility operations (except communications towers which are regulated elsewhere under this Code).

- (g) Employee-based offices that do not serve the general public including but not limited to the following use categories (subject to applicable restrictions on and limitations as may be provided in the Town's Comprehensive Plan):

Medical billing and processing;
Data processing;
Computer software development and technical support;
Mail order (no walk-up retail sales);
Burglar alarm monitoring services;
Pest control services;
Land surveying operations; and,

Property management or landscape maintenance services.

- (h) Exercise and gym and sport training facilities that are noise controlled.
- (i) The following repair and shop uses:
 - Awning and canvas;
 - Carpenter and cabinet;
 - Contractor shop;
 - Electronic equipment repair;
 - Furniture repair;
 - Home appliance repair;
 - Lawn mower and motorcycle repair;
 - Locksmith;
 - Sharpening and grinding;
 - Upholstering shop; and,
 - Automotive, truck, motorcycle or boat engine repair, maintenance or testing (no body work, frame repairs, or painting unless approved pursuant to Sec. 28-212 of this Code).
- (j) Blacksmith and welding.
- (k) Carpet and rug cleaning.
- (l) Wholesale meat, poultry, and fish distribution.”

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

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

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

- (1) Manufacture and/or storage of cement, lime, plaster, asphalt, brick, tile, concrete or products thereof;
- (2) Packing plants; or canning plants;
- (3) Petroleum storage or transfer;
- (4) Fabrication of Metal Products, excluding fFoundry and; drop forging, but including stamping, dieing, shearing or punching;
- (5) Paint or varnish manufacture;
- (6) Open air storage in bulk of brick, building materials, butane, cement, clay products, concrete products, contractors' equipment, cotton, fuel, gasoline, grain, gravel, hay, lead, lime, plaster, pipe, lumber, machinery, propane, roofing materials, rope, sand, stone, terra cotta, timber, wood or wool;
- (7) Use of automatic screw machines;
- (8) Motor freight terminals;
- (9) Manufacturing of chemicals which are not prohibited under the provisions of Section 28-219;
- (10) Automobile, boat, motorcycle or truck body work, frame repairs or painting;
- (11) Taxidermy;
- (12) Any manufacturing or chemical process that regularly involves the use or storage of any one chemicals in quantities greater than fifty (50) gallons per day;
- (13) Recovered Materials Processing Facilities which meet the conditions of Fla. Stat. §403.7045 (1)(e) (~~2020~~2014), as amended (and which therefore are not solid waste management facilities), and which do not accept or process household waste or putrescible waste; and
- (14) Uses and activities clearly accessory to a use allowed by Special Exception.

(b) The Town Commission may approve, or conditionally approve, by granting a Special Permit, any use (or a change, the alteration, or expansion, or relocation thereof) which is listed in this Section, provided such use and the change, alteration or

expansion or relocation thereof: takes place in a fully enclosed building, involves no more than ~~two thousand five hundred square feet (2,500 SF)~~ five thousand square feet (5,000 SF) of floor area, ~~does not materially increase vehicle trips generated for the site or materially increase off-street parking requirements for the site, does not involve a material intensification to the activity taking place on the site,~~ and is not reasonably likely to generate any ~~discernible and~~ material and detrimental increase in adverse secondary effects in terms of noise, vibration, objectionable odors, air or water pollution, light, traffic, traffic congestion, adverse impacts to public safety, or like adverse effects. The process and procedure applicable to Special Permits in the M-1 Industrial District is set forth in Sec. 28-214 of this Code, and this process and procedure is intended to be more expeditious than the process and procedure for granting Special Exceptions. Should the Town Commission determine not to grant a Special Permit under this subsection (b), or should the application does not meet the qualifying requirements of this Subsection (b), a Special Exception shall be required in order to allow such use, or the alteration, expansion, or relocation thereof.

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

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

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

This Section creates special zoning regulations applicable to the M-1 Industrial District that supersede any other zoning regulations that determine the extent (e.g. in terms of size and intensity) to which non-conforming uses in the M-1 Industrial District may continue. Whenever the Town enacts an amendment to the M-1 Industrial District which classifies a use which was a permitted use or an allowable use by Special Exception immediately prior

to the amendment as a prohibited use, then such use shall be considered a non conforming use, and such use may not change its primary operation, or alter or expand, unless such change, alteration, or expansion is authorized by an express provision of this District or approval authorized in this District. Nothing in this section shall prevent the Town from establishing or amending any occupation, business, industry, or activity regulatory ordinances which may impact how certain uses which are also from a zoning standpoint non-conforming uses in this District may continue to operate, or prevent the Town from adopting additional non-conforming use zoning regulations.

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

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

~~(e)~~ (2) Any use that is listed in Section 28-212 of this Code as a use allowable by Special Exception or Special Permit immediately prior to becoming, ~~and which becomes~~ listed as a prohibited use under the regulations of this District sometime after February 12, 2015 shall be able to continue to operate under

subsection (a) of this Section ~~as a non-conforming use only~~ to the extent of the greater of (i) such use's last Special Permit or Special Exception issued by the Town Commission after February 12, 2015 and before the effective date of the Town Ordinance defining such use as a prohibited use, or (ii) in the same manner in which the use operated extent of such use's actual operations as of the effective date of the Town Ordinance defining such use as a prohibited use (as distinguished from operations in excess of actual operations as of such date which may be otherwise be allowed by ~~federal, state, district or county other~~ law, regulations, or approvals). ~~These uses shall not expand beyond the limit stated above. These uses shall not change, alter, or expand beyond the limit stated above.~~

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

Section 5: That Section 28-214 Code of Ordinances, Town of Pembroke Park,

Florida, is hereby amended to read as follows:

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

(a) An application for a Special Permit for any use or change, alteration or expansion or relocation thereof which is allowed pursuant to the provisions of Sec. 28-212 (b) of this Code shall contain the following information: name and address of the applicant; legal description of the property upon which the activity is sought to be specially

permitted; plans detailing the exterior and interior improvements and alterations intended in connection with the proposed activity, and when the application involves more than two thousand five hundred square feet (2,500 SF) of floor space (i) a report of a traffic engineer as to the daily number of trips generated by the proposed activity and off-street parking requirements needed for the proposed activity, and (ii) an impact analysis report by a Professional Engineer detailing any adverse effects of noise, light, odors, traffic, objectionable odor, air or water pollution, vibration, impacts to public safety, or other similar potential adverse effects associated with the application.; ~~and such other information as the~~ The Town Planner may reasonably deviate from the requirements of the prior sentence, and may require additional or different submissions which relates to the criteria set forth herein and in Subsection Sec. 28-212 (b) of this Code (such as, for example, a flow sheet or process description indicating the process utilized and the method of such utilization, the compounds and chemicals utilized in such process, etc.).

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

- ~~_____ (1) Town Planner's fee;~~
- ~~_____ (2) Town Engineer's fee;~~
- ~~_____ (3) Postage and other mailing expenses;~~
- ~~_____ (4) Photocopy expenses;~~

~~_____ (5) Newspaper advertising expenses; and,~~

~~_____ (6) Legal fees.~~

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

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

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

"Sec. 28-215. Restricted area of use.

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

- (b) Off-street parking spaces shall be used for temporary parking of operable vehicles, and not for storage of operable vehicles (i.e. fleet vehicle parking) unless such storage areas have been approved by the Town Commission. Off-street parking spaces shall not be used for temporary parking or storage of in-operable vehicles or vehicles that do not have a current tag and registration.
- (c) No automobile, truck, motorcycle or boat body work, repairs or painting shall take place or be allowed outside of a building. No automobile, truck, motorcycle or boat parts, tires, petroleum products, paints or other hazardous materials shall be stored outside of a building. All motor vehicle cleaning or detailing uses shall comply with the provisions listed in 28-187.1(c)(3) to collect, store and dispose of polluted water, solvents or other cleaning products.”

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

“Sec. 28-217. Separation Standards.

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

(b) A Recovered Materials Processing Facility in the M-1 Industrial District shall be ~~are~~ prohibited from being located within five hundred (500) feet of any residentially zoned district in the Town. This provision shall not be construed to discourage or prohibit individuals and business entities that are participating in recycling programs as part of their normal business operation, provided that the primary use of such individuals or business entities is not a Recovered Materials Processing Facility. For the purpose of this section this shall include any building, any outdoor area used for such purpose. Prior to February 11, 2015, the separation standard set forth in this subsection was three hundred (300) feet. As to any Recovered Materials Processing Facility that was

established and operating in accordance with the regulations of this District prior to February 11, 2015, such Facility shall remain subject to the former three hundred (300) foot standard and shall not be considered non-conforming for not meeting the current, increased separation requirements of the first sentence of this subsection; however, should such Facility relocate from its current location ~~or expand~~, such relocation ~~or expansion~~ must comply with the increased separation standard set forth in the first sentence of this subsection.

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

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

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

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

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

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

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

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

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

“Sec. 28-219. Prohibited uses.

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

(a) Manufacturing of cleaning, solvent, exterminating, or disinfecting chemicals, or other hazardous substances as defined by the National Fire Protection Association;

(b) Manufacture or storage of explosives;

(c) Petroleum products refining;

(d) Stock or slaughter yards;

(e) Rendering plant or glue works;

(f) Pulp mills, saw mills, or paper mills;

(g) Oil compounding, manufacturing, or barreling;

(h) Open air storage in bulk of asphalt, coal, grease, liquor, tar, tarred or creosoted products, or wine. This prohibition does not apply to storage of these materials in warehouses;

(i) Insecticide manufacturing;

(j) Storage, sale, salvage, transfer, or disposal of junk, scrap, ~~garbage~~ or used parts where such items are not recyclable material or recovered materials as defined by Section 403.703, Florida Statutes;

(k) Except where otherwise listed in Section 28-211.5 or 28-212, the use of any material not environmentally neutral and which can cause noxious odors when emitted to the air;

(l) Manufacture or storage of explosives;

(m) Retail stores, sales or service unless specifically listed as a permitted use;

(n) Amusement enterprises;

- (o) Sale or leasing of automobiles, trucks, boats, or recreational vehicles;
- (p) Bars, cocktail lounges, or night clubs;
- (q) Grocery store and meat markets;
- (r) Fertilizer manufacturing (excluding mixing and packaging, and sale of in-bag inorganic fertilizer);
- (s) Foundries;
- (t) Rock and sand crushing plants;
- (u) Tannery and slaughterhouse;
- (v) Airport;
- (w) Adult day care;
- (x) Bus storage or repair facilities;
- (y) Hospitals, sanitariums, orphanages and similar institutions for the care or treatment of persons;
- (z) Hotels, motels, apartment hotels, rooming, boarding or lodging houses, except if granted commercial flex and approved by the Town Commission;
- (aa) Institution for the housing of sick, indigent, aged or minor persons.
- (bb) Residential uses including mobile homes and recreational vehicles, except for one accessory manager's / security quarters per complex not exceeding 400 square feet;
- (cc) Pharmacies, drug treatment centers, pain centers or clinics;
- (dd) Cultivation, growing, processing or distribution of medical or prescription drugs or substances;
- (ee) Assembly uses for persons, including but not limited to convention and meeting centers, auditoriums, and convention centers;
- (ff) Penal or correctional institutions, jails, detention centers, temporary or transitional housing or shelters, or treatment centers or facilities for disorders, addictions, or other health or social problems;
- (gg) Solid waste management facilities as defined by State law; and
- (hh) The following types of solid waste related uses and operations are prohibited anywhere within this District: landfills, incinerators, pulverizers, compactors,

composters or composting, solid waste disposal facilities, hazardous waste facilities, hazardous waste management facilities, and transfer stations.”

Section 11: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

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

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

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

PASSED and ADOPTED on First Reading this 4th day of February, 2022.

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

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

Draft 11-19-21

Town of Pembroke Park
Ordinance No. 2022-002

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

AGENDA ITEM REPORT



To:

Subject: Renewal of iCompass program. There are no changes to the cost.

Meeting: 02 11 2022 AGENDA SPECIAL COMMISSION MEETING - Feb 11 2022

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

The Town acquired the online agenda program from Diligent Services on March 31, 2019. This is an amendment to an existing agreement which will not result in a change to the price of the contract.

FINANCIAL IMPACT:

\$10,500.00

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Mark iCompass OF - Town of Pembroke Park - Change from VMHD to Boxcast](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Agreement Number: Q-836686

ORDER FORM

This Order Form is made by and between Town of Pembroke Park (“**Client**”) whose principal place of business is 3150 Southwest 52nd Avenue, Pembroke Park, Florida, 33023, United States and Diligent Corporation (hereinafter “**Diligent**”), whose registered office is located at 1111 19th St NW, 9th Floor, Washington DC 20036. The Order Form is effective as of the **Effective Date**, as defined below. Each of Client and Diligent are a “**Party**” and are together the “**Parties**.” All amounts are in USD currency.

A. Terms

This Order Form, together with the applicable General Terms and Conditions as identified at <https://diligent.com/governance-cloud-terms-conditions> and the applicable Product Terms as identified at <https://diligent.com/product-terms>, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the “Agreement”). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client’s acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

B. Diligent Services

Subscriptions

Description	Start Date	End Date	Quantity	Annual Price Per	Total Annual Price
Meeting Manager Pro	March 31, 2022	March 30, 2023	1	\$6,825.00	\$6,825.00
VMHD for iCompass with Boxcast Video Streaming	March 31, 2022	March 30, 2023	1	\$3,150.00	\$3,150.00
Additional Trackers Custom Tracker	March 31, 2022	March 30, 2023	1	\$262.50	\$262.50
Additional Trackers Custom Tracker	March 31, 2022	March 30, 2023	1	\$262.50	\$262.50

Total Annual Subscription Fee: \$10,500.00

One-Time Installation Fee: \$0.00

One-Time Additional Services

Description	Quantity	Price Per	Total Price
Included BoxCaster Encoder	1	\$0.00	\$0.00
Boxcast Video Streaming Storage (100-Hour Block @ \$1000.00, to be calculated based on Client’s usage 2 months before each anniversary of the Effective Date, in accordance with the Product Terms)	1	\$0.00	\$0.00

One-Time Services Fee: \$0.00

Upon execution of this Agreement, Diligent will issue an invoice for the amount of \$10,500.00, plus applicable taxes.

Pricing is valid until March 9, 2022. If the Agreement received is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The “Effective Date” of this Agreement shall be the Start Date as set forth above and the Initial Term of the Agreement shall run from the Effective Date through the End Date as set forth above.

After the Initial Term, the term of the Agreement will automatically renew for additional 1 year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of



Agreement Number: Q-836686

the Initial Term or any Renewal Term. For each year of the Term, pricing shall increase by 5.00% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to billing@diligent.com. All Subscription Fees shall be payable on an annual basis in advance. All payments are due Net 30 days from the date of invoice.

C. Notices And Client Information

	Invoicing	Notices
Client Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		
Additional Email:		
VAT/Tax ID:		
Purchase Order:		

IF APPLICABLE: ☐ Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

Notices to Diligent:

Except as otherwise identified, all notices to Diligent shall be sent to:

Diligent Corporation
111 West 33rd Street, 16th Floor, New York, NY 10120

Legal@diligent.com

D. Additional Terms

1. This Agreement in particular supersedes the previous Diligent Services Agreement between Client and Diligent dated March 31, 2019 (the "Preceding Contract"), which Preceding Contract is hereby terminated by the Parties as of the Effective Date (with Diligent acting on behalf of its Affiliate where relevant) and provided that nothing under this Agreement relieves Client of any liability for fees due under the Preceding Contract that are attributable prior to the Effective Date. Any fees that have been prepaid under the Preceding Contract that are attributable from the Effective Date onward shall be applied to the fees due from the Client to Diligent under this Agreement. For the avoidance of doubt, this Section does not relieve Client of any liability for the fees due pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

Town of Pembroke Park
("Client")

By:

Diligent Corporation
("Diligent")

By:



Agreement Number: Q-836686

Name:

Name:

Job Title:

Job Title: General Counsel

Date:

Date:

AGENDA ITEM REPORT

**To:****Subject:** Used Police Cars from Jupiter Police Department**Meeting:** PUBLIC NOTICE - WORKSHOP MEETING - October 27, 2021**Department:** Police Department**Staff Contact:** David Howard, Interim Chief of Police**BACKGROUND INFORMATION:**

The Police Department was not able to purchase police vehicles in a timely manner due to numerous issues. Current supply constraints will not allow us to obtain cars for our anticipated opening. Jupiter has stepped up to assist us with three marked patrol cars that will only require re-stripping and should be viable for our department for at least two years if used sparingly.

FINANCIAL IMPACT:

\$1750 to Town of Jupiter per vehicle and \$1668. for all stripping. \$6918. Total cost.

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

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

ALTERNATIVES:

The alternative to purchasing cars from the Town of Jupiter would be to buy three new cars at a cost of \$45K per vehicle plus lighting and stripping.

ATTACHMENTS:

[PEMBROKE PARK PD-FL PROPOSAL \(DODGE CHARGER KITS with REMOVAL\)](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Oct 20 2021
Melissa Anderson, Town Attorney	Approved - Oct 20 2021
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



**GRAPHIC DESIGNS
INTERNATIONAL**
Providing Quality Public Safety
Decals Since 1994.

PROPOSAL

CHIEF DAVID HOWARD

3150 SW 52nd Ave.
Pembroke Park, FL 33023
dhoward@tppfl.gov

PEMBROKE PARK POLICE DEPARTMENT
--

QTY.	DESCRIPTION	PRICE	TOTAL
3	COMPLETE GRAPHICS KIT FOR A 2014 DODGE CHARGER INCLUDING INSTALLATION	\$381.00 each	\$1,143.00
3	REMOVAL OF OLD GRAPHICS	\$175.00 each	\$525.00
	TOTAL		\$1,668.00

PLEASE LET ME KNOW IF AND WHEN TO PROCEED. THANK YOU.

Jenice Sellers
AUTHORIZED SIGNATURE
Jenice Sellers

October 20, 2021
TODAY'S DATE

Thank you for your inquiry. We appreciate your consideration. _____

**PLEASE FAX PURCHASE ORDER TO JENICE SELLERS @ 772-286-8198
OR EMAIL TO JENICE@GDIGRAPHICS.COM**

7941 SW Jack James Dr. Stuart, FL 34997
T: 772-286-0600 | 1-800-344-6853 F: 772-286-8198 WWW.GDIGRAPHICS.COM

TOWN OF JUPITER, 210 MILITARY TRAIL, JUPITER, FLORIDA 33458

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Paid	Amount Due
General Cash Receipts	20430	12/09/2021				
1 Asset Sale - 3 Dodge charges. VIN 2C3CDXAG9EH362566, 2C3CDXAG2EH187397, 2C3CDXAG3DH648251		12/09/2021	\$5,250.00	\$0.00	\$0.00	\$5,250.00
Bill Summary			\$5,250.00	\$0.00	\$0.00	\$5,250.00

1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Interest	Other fees	Total Due
\$5,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,250.00

PLEASE RETURN BOTTOM PORTION WITH PAYMENT



TOWN OF JUPITER
ATTN: ACCOUNTS RECEIVABLE
210 MILITARY TRAIL
JUPITER, FLORIDA 33458
(561) 746-5134 Fax (561) 741-2539

Statement

Statement Date	Customer Number
12/09/2021	886
Statement Total	
\$5,250.00	

886
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

00180182022200020430500005250006



TOWN OF JUPITER
ATTN: ACCOUNTS RECEIVABLE
210 MILITARY TRAIL
JUPITER, FLORIDA 33458
(561) 746-5134 Fax (561) 741-2539

INVOICE

Invoice Date	Invoice No.
12/09/2021	20430
Customer Number	
886	
Invoice Total Due	
\$5,250.00	
Due Date	
12/09/2021	

886
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

00180182022200020430500005250006

TOWN OF JUPITER, 210 MILITARY TRAIL, JUPITER, FLORIDA 33458

Invoice Date: 12/09/2021

Customer Number: 886

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
Asset Sale	3.00	\$1750.00	EACH	\$5,250.00	\$0.00	\$0.00	\$5,250.00

Please put Invoice Number on your check.
Make Checks Payable to: Town of Jupiter

Invoice Total: \$5,250.00

AGENDA ITEM REPORT



To:

Subject: Purchase of printers for police vehicles

Meeting: 10 27 2021 DRAFT WORKSHOP COMMISSION MEETING - Oct 27 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

These purchases are from a cooperative and therefore satisfy the procurement code (National IPA Technology Solutions (2018011-01) from CDW-G)

FINANCIAL IMPACT:

one time purchase of \$ 10,953.45 for Eleven Printers

RECOMMENDATION:

Approve purchase.

ATTACHMENTS:

[MKSJ806](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Oct 20 2021
Melissa Anderson, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

QUOTE CONFIRMATION



DEAR MARK PAKULA,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MKSJ806	10/13/2021	POCKETJET	8245953	\$10,953.45

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brother PocketJet PJ-763 - printer - monochrome - direct thermal Mfg. Part#: PJ763 UNSPSC: 43212108 Contract: National IPA Technology Solutions (2018011-01)	11	3877336	\$395.41	\$4,349.51
Havis - mounting kit Mfg. Part#: C-PM-1001 Contract: National IPA Technology Solutions (2018011-01)	11	6671704	\$106.54	\$1,171.94
Brother Premium - thermal paper - 600 sheet(s) Mfg. Part#: LB3788 UNSPSC: 14111507 Contract: National IPA Technology Solutions (2018011-01)	100	2001358	\$54.32	\$5,432.00

PURCHASER BILLING INFO		SUBTOTAL	\$10,953.45
Billing Address: TOWN OF PEMBROKE PARK ACCTS PAYABLE 3150 SOUTWEST 52ND AVE PEMBROKE PARK, FL 33023 Phone: (9549) 664-6001 x 220 Payment Terms: VISA		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$10,953.45
DELIVER TO		Please remit payments to:	
Shipping Address: TOWN OF PEMBROKE PARK MARK PAKULA 3150 SOUTWEST 52ND AVE PEMBROKE PARK, FL 33023 Phone: (9549) 664-6001 x 220 Shipping Method: UPS Ground		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Alex Powell

(866) 253-1086

alex.powell@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$10,953.45	\$307.68/Month	\$10,953.45	\$351.50/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

AGENDA ITEM REPORT



To:

Subject: PremierOne Mobile Licenses w/install

Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - Nov 10 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Police Officers are MANDATED through the Broward County Dispatch Center to maintain the ability to communicate via computer in addition to radio. This software will enable communications between the County and officer laptops.

FINANCIAL IMPACT:

\$43,975 and not to exceed \$60,000 over a 5 year contract, due to possible county fees to be assessed in the future.

POLICY IMPLICATIONS:

The quote is based on sole source as integrating into the regional dispatch system requires Motorola PremierOne cad license

RECOMMENDATION:

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

ALTERNATIVES:

There is no alternative for this request

ATTACHMENTS:

[Pembroke Park FL 10 P1 Mobile Licenses WITH INSTALL 110221](#)



MOTOROLA SOLUTIONS

Budgetary Proposal

Pembroke Park Police Department

PremierOne Mobile License Proposal

21-121772/FL-21P225A

November 2, 2021

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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November 2, 2021

Pembroke Park Police Department
3150 SW 52ND Avenue
Pembroke Park, Florida 33023

Re: Budgetary Proposal for Motorola Solutions PremierOne Mobile Licenses ("Proposal")
Broward County Contract Maintenance and Support Agreement: #264

Dear Chief David Howard:

Motorola Solutions, Inc. ("Motorola") is pleased to provide the following budgetary Proposal to Pembroke Park Police Department ("Customer"). This proposal is provided for informational (or budgetary) purposes only and does not constitute an offer to sell or license any Motorola product. Motorola is making no commitment as to pricing, products or terms which will require further detailed analysis of your requirements.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions or concerns you might have:

Karen Sweet
Senior Account Manager Software Sales
303-910-3070
Karen.sweet@motorolasolutions.com

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in black ink that reads 'Max Jenkins'.

Max Jenkins
National Account Sales Manager

Section 1

Disclaimer

The design, technical, pricing, and other information ("Information") furnished with this budgetary submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. The Information provided in this submission is provided for evaluation and budgetary purposes only and does not constitute a binding offer to sell or license any Motorola product or services. Motorola is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.

Section 2

Assumptions

This budgetary proposal for the PremierOne Mobile License is subject to the following assumptions:

- The Customer will supply all workstation hardware, OS and other software required by their infrastructure.
- Motorola's proposal makes no provision for cabling or capital improvements to the installation environment, nor does it address any power consumption or bandwidth considerations that may be required to support the PremierOne solution.
- Motorola's proposal is based on the items listed in the description of the price quotation.

Section 3

Budgetary Pricing

This budgetary proposal has been prepared with the following pricing:

Description	Sales Price
Year 1 (10) PremierOne Mobile Licenses with Install (concurrent)	\$33,507.00
Year 2 Warranty and Maintenance	\$2,502.00
Year 3 Warranty and Maintenance	\$2,577.06
Year 4 Warranty and Maintenance	\$2,654.37
Year 5 Warranty and Maintenance	\$2,734.00
GRAND TOTAL	\$43,974.43

AGENDA ITEM REPORT



To:

Subject: Central Square Software Licenses to access the Broward County Records Management System.

Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - Nov 10 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

These licenses will allow access to the Broward County Records Management System (RMS). An RMS is a mandatory item for every agency in Florida and utilizing the same system that is currently in use in Broward County should work to significantly lessen the wait time for on boarding with the Broward County Regional Dispatch Center. This is a sole source item to purchased under the current BSO contract.

FINANCIAL IMPACT:

\$150,000. total cost with a \$13,000 annual fee to increase by 5% annually. Additionally, this quote has been submitted to Broward County to ensure all charges annotated are required, for example both myself, and the two project managers have used this software previously and will not require the \$40,000 training fee. However, until we get the green light from the County we will need approval to move forward to better meet our county imposed deadline.

POLICY IMPLICATIONS:

Both Florida Incident Based and National Incident Based reporting compliant

RECOMMENDATION:

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

ALTERNATIVES:

There is a state based alternative that is not ready as of today but could be ready in the future however we have limited information on this system but can explore this alternative at a later date after it is more readily available.

ATTACHMENTS:

[PembrokeAddOnQuote11.8](#)

Status:

Harry Taubenfeld, Finance & Budget Director	Approved - Nov 08 2021
Melissa Anderson, Town Attorney	Denied - Nov 08 2021
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Quote prepared on:

November 08, 2021

Quote prepared by:

Rebecca Villalona

rebecca.villalona@centralsquare.com

Quote #: Q-41462

Primary Quoted Solution: ONESolution PS

Quote expires on: February 08, 2022

Quote prepared for:

David Howard

Pembroke Park Police Department

3150 SW 52nd Ave

Pembroke Park, FL 33023

(954) 966-4600

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

ONESOLUTION SOFTWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
ONESolution Accident Wizard License Fee	4	1,000.00	4,000.00
ONESolution Barcoding Hand-Held Client License License Fee	1	1,000.00	1,000.00
ONESolution MCT Client-MAPS License Fee	20	100.00	2,000.00
ONESolution MCT Client-No CAD Interface License Fee	20	400.00	8,000.00
ONESolution MFR Client License Fee	20	800.00	16,000.00
ONESolution MFR Client-Accident Reporting License Fee	20	400.00	8,000.00
ONESolution MFR Client-Accident Wizard License Fee	20	190.00	3,800.00
ONESolution MFR Client-Arrest Affidavit License Fee	20	200.00	4,000.00
ONESolution MFR Client-Arrest License Fee	20	300.00	6,000.00
ONESolution MFR Client-Citation License Fee	20	400.00	8,000.00
ONESolution MFR Client-MOBLAN Version License Fee	2	400.00	800.00
ONESolution Police-to-Citizen Annual Subscription Fee	1	3,000.00	3,000.00
ONESolution RMS Map Display & Pin Mapping License License Fee	4	600.00	2,400.00
ONESolution RMS Workstation License Fee	4	1,500.00	6,000.00
Software Total			73,000.00 USD

MS VISIO

MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:

November 08, 2021

Quote prepared by:

Rebecca Villalona

rebecca.villalona@centralsquare.com

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Microsoft Visio License Fee	18	359.00	6,462.00
Software Total			6,462.00 USD

SOFTWARE SUMMARY

Software Total	79,462.00 USD
----------------	---------------

WHAT SERVICES ARE INCLUDED?

ONESOLUTION IMPLEMENTATION SERVICES

DESCRIPTION	TOTAL
Public Safety Project Management Services - Fixed Fee	11,700.00
Public Safety Technical Services - Fixed Fee	18,720.00
Public Safety Training Services - Fixed Fee	39,780.00
Services Total	70,200.00 USD

SERVICES SUMMARY

Services Total	70,200.00 USD
----------------	---------------

WHAT HARDWARE IS INCLUDED?

MS VISIO

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Local Property & Evidence Bar Coding Kit Hardware	1	2,249.93	2,249.93
Shipping & Handling	1	50.00	50.00
Hardware Total			2,299.93 USD

HARDWARE SUMMARY

Hardware Total	2,299.93 USD
----------------	--------------

MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:

November 08, 2021

Quote prepared by:

Rebecca Villalona

rebecca.villalona@centralsquare.com

QUOTE SUMMARY

Software Subtotal	79,462.00 USD
-------------------	---------------

Services Subtotal	70,200.00 USD
-------------------	---------------

Hardware Subtotal	2,299.93 USD
-------------------	--------------

Quote Total	151,961.93 USD
-------------	----------------

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	14,000.00
FIRST YEAR SUBSCRIPTION TOTAL	3,000.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)



Quote prepared on:

November 08, 2021

Quote prepared by:

Rebecca Villalona

rebecca.villalona@centralsquare.com

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

MORE INFORMATION AT CENTRALSQUARE.COM

AGENDA ITEM REPORT



To:

Subject: Florida Incident-Based Reporting System (FIBRS) Implementation grant

Meeting: REGULAR COMMISSION MEETING - Dec 15 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

FDLE has mandated that every police department in the state be FIBRS compliant by June 2022. Acceptance of this no match grant will assist greatly with numerous IT related fiscal requirements moving forward.

FINANCIAL IMPACT:

\$91,844 realized savings for the Town.

RECOMMENDATION:

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

ATTACHMENTS:

[SFA21 Grant Award Letter - Pembroke Park PD](#)

[Application-Budget-Detail-Worksheet \(2\)](#)

[SFA21-FIBRS-Passthrough-Solicitation-and-Applicati.aspx](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7100
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Nikki Fried, *Commissioner of Agriculture*

November 29, 2021

Mr. David Howard
Chief
Pembroke Park Police Department
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

Re: 2021-FBSFA-F2-004

Dear Chief Howard:

The Florida Department of Law Enforcement (FDLE) is pleased to award the Pembroke Park Police Department a grant for State Financial Assistance in the amount of \$91,884.00 for the project entitled, Florida Incident-Based Reporting System (FIBRS) Implementation.

This award is approved for a single non-recurring grant. Funding is allocated for the state fiscal year 2021-2022, with the grant period beginning July 1, 2021 and ending June 30, 2022. The amount awarded will only fund the categories and items outlined in the Grant Award. A copy of the approved award with the grant number, standard conditions, the financial claim report template, and the performance report template will be forthcoming in the coming weeks.

Information from grant awards and performance reports are provided to the Legislature and Governor's Office, as well as to the Department of Financial Services (DFS) via the Florida Accountability Contract Tracking System (FACTS). The grant agreement, all corresponding information, and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida. Please be aware, in the event your agency's submission contains confidential and/or exempt information prohibited from public dissemination under Florida's Public Records Law, Chapter 119, Florida Statutes, your organization bears the responsibility for applying proper redactions. Otherwise, any and all records submitted may be released without redactions.

Should your agency opt to decline the grant award, in whole or in part, notification should be made to the Criminal Justice Information Services (CJIS) Deputy Director on agency letterhead. The notification should be emailed to CJISFunding@fdle.state.fl.us no later than January 10, 2022.

We look forward to working with you on this project. Please contact your grant manager Rebecca Tuttle-Villegas at (850) 410-7100 if you have any questions or we can be of further assistance.

Sincerely,

Kristi Gordon
Deputy Director

KG/rtv

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

Tabs and Category Definitions

Tab #1: Instructions	Please read the instructions on this page carefully. Applicants must complete and submit this budget detail worksheet with their application. Examples for each budget category are provided on each tab of the worksheet. Totals for each budget category will be automatically calculated based on input from the applicant; these calculations will be automatically added to the Budget Summary page. Figures provided for the examples will NOT be included in an applicant's total.
Tab #2 Budget Summary	All applicants must enter the requested information in the shaded boxes of the 'Applicant Information' table on the Budget Summary tab (Tab #2). The Budget Summary Table will be populated and calculated based on information entered in the remaining tabs (#3-8). The Budget Reconciliation section will provide a running total of the allocation amount compared to the budget amounts entered.
Tab #3 Overtime	Applicants requesting funding for overtime hours must complete the 'Overtime' tab.
Tab #4 Travel	Applicants requesting funding for to support travel costs must complete the 'Travel' tab.
Tab #5 Equipment	Applicants purchasing items in excess of their organization's Operating Capital Outlay (inventory) threshold must complete the 'Equipment' tab. This may include items not exceeding the threshold but that is tagged or recorded for inventory.
Tab #6 Supplies	Applicants purchasing items with values which fall below their organization's Operating Capital Outlay (OCO) threshold must complete the 'Supplies' tab.
Tab #7 Consultants/ Contracts	Applicants entering into any agreement with a third party under this grant must complete the 'Contractual Services' tab.
Tab #8 Other Costs	Applicants funding costs that do not belong into other categories (i.e. subscriptions, software, training registrations, etc.) must complete the 'Other Costs' tab.

**FY21 FIBRS Implementation Assistance Program
Application Budget Detail Worksheet**

State Financial Assistance Budget Detail Worksheet

APPLICANT INFORMATION

All Applicants must enter Applicant Information

Applicant Organization Name:	Pembroke Park Police Department
County:	Broward
Project Manager Name:	David Howard

Complete Applicant Information and continue to Tab 3.

This portion of the sheet will be auto-filled and calculated based upon the cost elements entered on tabs 3-8.

BUDGET SUMMARY TABLE

Budget Category	Totals
Overtime	\$12,996.00
Travel	\$1,128.00
Equipment	\$33,060.00
Supplies	\$4,000.00
Consultants/Contracts	\$17,500.00
Other Costs	\$23,200.00
Total Project Costs	\$91,884.00

These fields will automatically update as remaining tabs are completed.

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

Tab #3 - Overtime						
ESTIMATED PERSONNEL NEEDS				ESTIMATED SALARY RATE INFORMATION		
Name or Position Number	Title	Activities to be performed	Overtime? Y/N	Estimated Avg. Hourly Rate	Estimated Number of Hours per Employee	
EXAMPLE: J. Edwards	IT Specialist	EXAMPLE: Overtime to work with vendor to ensure FIBRS updates go as planned	Y	\$ 35.25	200.00	\$ 7,050.00
EXAMPLE: E. Smith	UCR Compliance Officer	EXAMPLE: Overtime to conduct testing on FIBRS upgrades	Y	\$ 43.00	100.00	\$ 4,300.00
M. Pakula	IT Specialist	Work with FIBRS and systems	N	\$ 79.00	100.00	\$ 7,900.00
Sergeant 1	Officer	Initial FIBR training during on boarding	N	\$ 49.00	8.00	\$ 392.00
Sergeant 2	Officer	Initial FIBR training during on boarding	N	\$ 49.00	8.00	\$ 392.00
Sergeant 3	Officer	Initial FIBR training during on boarding	N	\$ 49.00	8.00	\$ 392.00
Sergeant 4	Officer	Initial FIBR training during on boarding	N	\$ 49.00	8.00	\$ 392.00
Officer 1	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 2	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 3	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 4	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 5	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 6	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 7	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 8	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Officer 9	Officer	Initial FIBR training during on boarding	N	\$ 39.00	8.00	\$ 312.00
Part-Time Officer 1	Officer	Initial FIBR training during on boarding	N	\$ 30.00	8.00	\$ 240.00
Part-Time Officer 2	Officer	Initial FIBR training during on boarding	N	\$ 30.00	8.00	\$ 240.00
Part-Time Officer 3	Officer	Initial FIBR training during on boarding	N	\$ 30.00	8.00	\$ 240.00
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						\$ -
Total Overtime						\$12,996.00

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

[illegible]

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

Tab #5 - Equipment			
Item Description	Number of Items	Unit Cost	Total Cost
EXAMPLE: Upgrade servers to support FIBRS implementation	2	\$ 10,000.00	\$20,000.00
Upgrade servers to support FIBRS implementation at new Police Department	1	\$15,000.00	\$15,000.00
RSA Two-Factor Authentication Fobs	20	\$100.00	\$2,000.00
Brother, in-car thermal printers/install	20	\$500.00	\$10,000.00
License (swipe) readers	20	\$53.00	\$1,060.00
APU for Server protection	2	\$2,500.00	\$5,000.00
			\$0.00
			\$0.00
			\$0.00
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			\$0.00
			\$0.00
			\$0.00
Total Equipment			\$33,060.00

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

[illegible]

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

[illegible]

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

[illegible]



Florida Department of Law Enforcement Criminal Justice Information Services

Post Office Box 1489
Tallahassee, Florida 32302-1489
CJISFunding@fdle.state.fl.us



FY2021 – 2022

Fiscal Year 2021-2022

FIBRS Implementation Assistance Program: Support for Local Law Enforcement Agencies Applications Due: October 31, 2021

The Florida Department of Law Enforcement (FDLE) received authority to administer an estimated \$6 million to Florida law enforcement agencies to assist in the financial burden of transitioning to the technological requirements of the Florida Incident Based Reporting Project.

Funds under this program may be used for activities related to implementing incident-based reporting at your agency. Examples include, but are not limited to:

- Overtime for project staff;
- Equipment or supplies required for system upgrades;
- Training; and/or
- Procurement contracts for services such as data migration, system configuration, and/or consulting.

Instructions

The completed application packet and budget workbook must be emailed to CJISfunding@fdle.state.fl.us by October 31, 2021 to be considered for funding. Applications will be reviewed and scored using the evaluation tool located as Appendix B in the application packet. After the deadline, awards will be determined.

Eligibility

FDLE welcomes applications from any Florida law enforcement agency, applications from third-party entities supporting the transition of eligible agencies, and multiple entity applications.

Note: Special consideration may be given to applications from agencies not already submitting FIBRS or Use-of-Force data; from multiple agencies or an entity representing multiple agencies; and for agencies transitioning to the Statewide RMS system (SWRMS).

Project Period

Grants are awarded for the state fiscal year period, beginning July 1, 2021 and ending June 30, 2022. These awards cannot be extended. Any unused funds after June 30, 2022 will be reverted to the state. Extension of awards is contingent upon legislative approval for continuation of program funding into the next state fiscal year.

State Transparency

Section 215.985, F.S., makes the Department of Financial Services (DFS) responsible for the development and maintenance of a contract reporting system, the Florida Accountability Contract Tracking System (FACTS). State law requires all agreements (contracts, purchase orders and grants for state or federal financial assistance) to be entered in this transparency system and made available for public access.

FDLE provides all state financial assistance grant agreements to the Florida Accountability and Contract Tracking (FACTS) system, including original contract and amendment document images and payment information. Agreements containing information statutorily exempt from public records could qualify for partial or complete exemption from FACTS. Please contact CJIS for additional information, to determine whether an agreement would be exempt, and to obtain instructions on the requirements for requesting an exemption.

Reporting Requirements

Performance

Performance reports must be submitted within **15 days** of the end of each month. Failure to submit reports by the deadline will delay reimbursement of funds.

Financial

Financial reports are due monthly within **30 days** after the end of each month. The final financial report is due by Thursday, July 30, 2022. Final reconciliation and closeout of the agreement must be completed by both parties within forty-five (45) days of the end of the grant period.

Payments

Grant funds are distributed on a cost-reimbursement basis for eligible activities. The final approved grant agreement details all invoicing and documentation requirements. The recipient shall provide a monthly claim report to FDLE detailing all grant related expenditures. The claim reports serve as the request for payment. Only expenditures in the approved grant budget may be paid from the agreement.

Payments are processed in conjunction with the receipt and review of programmatic performance reports and supporting documentation. Additionally, the request and any corresponding supporting documentation must evidence the completion of all tasks required to be performed for the associated deliverable, including minimum performance standards established in the agreement.

Monitoring

Recipients of FDLE grant funds are required to establish and maintain effective internal control over the award that provides reasonable assurance the recipient is managing the award in compliance with statutes, regulations, and the terms and conditions of the grant agreement. The recipient must maintain effective control over all funds, property, and assets, and assure they are used solely for authorized purposes.

Contact Information

Contact CJISFunding@fdle.state.fl.us with any questions or for additional assistance.

FY2021 FIBRS Implementation Assistance Application

Instructions: Prospective applicants should review the program solicitation in its entirety prior to beginning their application. In order to receive funding, eligible applicants must complete and submit this questionnaire and the risk assessment to CJISFunding@fdle.state.fl.us.

Part I: Overview

Applicant Agency Name (Recipient):

Amount Requested:

Are you currently submitting FIBRS data? **Yes** **No**

Is this application for multiple agencies (partnership/contract agencies)? **Yes** **No**

If yes, please list the partnership agencies.

Part II: Problem Identification

Describe your agency's current capabilities to submit incident-based reporting.

FY2021 FIBRS Implementation Assistance Application

Briefly describe your agency's transition plan for incident-based reporting. Include planned activities, milestones, deliverables, and timeline.

Briefly describe any anticipated project constraints or obstacles and how you plan to overcome them.

FY2021 FIBRS Implementation Assistance Application

Part III: Scope of Work

Explanations provided below must relate directly to implementing incident-based reporting. The explanations should be generic and explain the activity's correlation to a successful transition. Specific line items will be detailed on the budget worksheet.

Does your agency intend to use funds for:

a) Personnel Overtime? Yes No

Amount Allocated:

If yes, explain correlation to incident-based reporting.

b) Equipment? Yes No

Amount Allocated:

If yes, explain correlation to incident-based reporting.

c) Procurement Contracts? Yes No

Amount Allocated:

If yes, explain correlation to incident-based reporting and the spending plan.

FY2021 FIBRS Implementation Assistance Application

d) Supplies?

Yes

No

Amount Allocated:

If yes, explain correlation to incident-based reporting.

e) Training?

Yes

No

Amount Allocated:

If yes, explain correlation to incident-based reporting.

f) Travel?

Yes

No

Amount Allocated:

If yes, explain correlation to incident-based reporting.

g) Other?

Yes

No

Amount Allocated:

If yes, explain correlation to incident-based reporting.

FY2021 FIBRS Implementation Assistance Application

Part IV: Performance

As a recipient of state funding, subgrantees must report specific data to FDLE on a monthly basis as indicated in the final subgrant agreement. **Failure to submit the performance report by the deadline will result in a withholding of funds on the subaward.** Data to be collected may include, but not be limited to:

- Amount of funding spent on each activity during the reporting period.
- Number of overtime hours used during the reporting period (if applicable).
- Amount of equipment and/or supplies purchased with funding (if applicable).
- Amount of test transactions submitted.
- Number of trainings conducted, including dates and amount of attendees (if applicable)

By checking this box, applicant acknowledges the monthly performance reporting requirement.

Part V: Grant Contacts and Officials

Applicants for FIBRS funding must identify key officials in order to approve a subaward contract.

Note: A chief official or chief financial officer may delegate their authority to sign and execute agreements and reports to another individual. However, this action **requires** the submission of a delegation letter signed by the chief official or chief financial officer, as applicable, be emailed to CJISFunding@fdle.state.fl.us.

Chief Official

Name: _____ Title: _____
Address: _____
Phone: _____ Email: _____

Contract / Grant Manager

Name: _____ Title: _____
Address: _____
Phone: _____ Email: _____

Programmatic Contact

Name: _____ Title: _____
Address: _____
Phone: _____ Email: _____

Chief Financial Officer

Name: _____ Title: _____
Address: _____
Phone: _____ Email: _____

Official Payee

Name: _____ Title: _____
Address: _____
Phone: _____ Email: _____
FEID: _____

FY2021 FIBRS Implementation Assistance Application

Part VI: Additional Information and Forms

What is the agency's operating capital outlay threshold?

This is the threshold for tagging a purchased item for inventory.

Describe the agency's procurement methods for items detailed in the Procurement Contracts section of the budget narrative.

FY2021 FIBRS Implementation Assistance Application

Appendix A: Pre-Award Risk Assessment

- 1. How many years has your agency received awards from FDLE?**
- 2. List the Project Director for this award and years of services in this role.**

**If your agency has received an award in the last five years,
please answer the following questions.**

- 3. Describe the results of your most recent Single Audit.**
Examples include: Findings, Questioned Costs, Deficiencies, Weaknesses

- 4. Describe the results of your two previous years' audits.**
Examples include: No complaints, recommendations only, findings of noncompliance

FY2021 FIBRS Implementation Assistance Application

5. In the past two years, has your agency received a grant extension?

Yes No If yes, please describe the circumstances.

6. In the past two years, has your agency met all previous award program objectives?

Yes No If no, please describe the circumstances.

7. Does your agency have any outstanding conditions from previous awards?

Yes No If yes, please describe the circumstances.

Scored By:

Total Score:

FY2021 FIBRS Subgrant Scoresheet

Applicant:

Amount Requested:

General Application (A "no" response, places application in rejection pool.)	Points
Application packet and budget detail worksheet were received before the deadline	2
All required forms are included (Risk Assessment)	2
TOTAL	4
Priority	Points
Applicant currently not submitting FIBRS incident-based data	10
Application is for more than one agency (includes partnerships or contracted agencies)	10
Applicant indicates transition to new Statewide Records Management System (SWRMS)	5
TOTAL	25
Overview & Problem Identification	Points
A subrecipient agency name is provided	2
The amount requested is consistent with the total on the budget detail worksheet	2
Clearly describes current capabilities for submitting incident-based reporting	2
Clearly describes plan to implement incident-based reporting	2
• Does plan include a list of activities & milestones?	2
• Does plan include timeline with deliverable dates within defined project period?	2
• Does plan include testing transactions with FDLE?	2
Clearly describes possible obstacles and constraints and a plan to overcome them	2
TOTAL	16
Scope of Work	Points
Budget narrative clearly describes every funding activity listed in the Budget Detail Worksheet	5
Budget narrative provides specific detail outlining the relevancy of each expenditure	5
Provides a clear spend plan for procurement contract deliverables	5
TOTAL	15
Performance	Points
Applicant acknowledges the monthly performance reporting requirements	5
TOTAL	5
Grant Contacts and Officials	Points
Contact information for Subgrant Chief Official, Subgrant Chief Financial Officer, Project Director, and Application Manager is provided	10
TOTAL	10
Budget Detail Worksheet	Points
Applicant information is correctly filled out and consistent with the information in the application narrative	10
All budget line items clearly tied to eligible activities provided in the solicitation	15
TOTAL	25

AGENDA ITEM REPORT



To: Town Commission
Subject: Police Department Engineering Design Proposal from Calvin & Giordano
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 27 2021
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Town Commission has approved the creation of a Police Department. The Department must have a location to house its offices to conduct business and its police duties. One suggestion is to do renovation to the north wing of Town Hall (former Building Department) and transform that space into a Police department. This item meets the procurement code requirements because Calvin Giordano is under a continuing services agreement with the town.

FINANCIAL IMPACT:

Not-to-Exceed \$126,237.50. (all but construction costs)

RECOMMENDATION:

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

ATTACHMENTS:

[21-5612.1 TOPP Police Built-out 2021-10-19](#)

[21-5612.1 TOPP Police Build-out - Staff-Hours Budget 2021-10-22](#)

	Status:
Melissa Anderson, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Memorandum of Understanding For Engineering Services for the Police Department Build-out Town of Pembroke Park

Project: Police Department Build-out
Project Number: 21-5612.1

Date: October 22, 2021

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

In response to the Town of Pembroke Park's (TOWN) request, Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this Memorandum of Understanding (MOU) to identify the overall project scope and to outline the scope of professional services and associated fees for Police Department Build-out architectural and engineering services at the Town of Pembroke Park. The scope of work proposed under this MOU shall generally include the interior build-out of the Police Department on the north half of the ground floor of the Town Hall including evaluation, detailed design, construction documents, inspection and project close out as indicated in the 2020 Florida Building Code (7th Edition) and permitting agencies.

PROJECT SCOPE

The general scope of work to be completed by CGA for the proposed police department build-out includes the preparation of a technical memorandum to summarize the ground floor electrical system, air conditioning systems evaluation, evaluation of the existing generator and associated electrical components, as well as detailed design, construction documents, inspection, and project close out for the Police Department interior build-out.

The anticipated scope of work shall include the following:

1. Renovate the entire ground floor north side of the Town Hall building, included but not limited to, separation of the Police Department areas from the existing ground floor electrical and air conditioning systems.
2. Provide new electrical, plumbing, and air conditioning to the existing garage area proposed to be enclosed.
3. Evaluation and upgrade of the existing server room's power and A/C.
4. Review the existing condenser water piping conditions at ground floor level and propose replacement if required.

SCOPE OF PROFESSIONAL SERVICES

The services offered by CGA under this MOU generally consist of the preparation of a technical memorandum and the construction document preparation for the above referenced scope of services. CGA shall execute Professional Services Agreements (PSA's) with Saltz Michelson Architect (SMA) to assist with the interior design and the structural engineering to close the existing garage openings for the Police Department build-out. CGA understands that time is of the essence, and, consequently, shall make every effort to perform this work in an expeditious manner, whenever possible. The Scope of Professional Services to be provided under this MOU and the associated fees are detailed below.



The following tasks shall be executed under this agreement:

- **Task 1: Data Collection**
- **Task 2: Ground Floor Existing Air Conditioning Evaluation**
- **Task 3: Preparation of Technical Memorandum/Preliminary Design Documents**
- **Task 4: 60% Design Documents**
- **Task 5: 90% Design Documents**
- **Task 6: 100% Design Documents**
- **Task 7: Bidding Services**
- **Task 7: Engineering Services During Construction**

Task 1 – Data Collection

CGA shall perform the due diligence to obtain the required information to complete the evaluation and design. These services shall include:

1. Review record drawings, permits and other TOWN records. CGA will also request and review all the structural drawings and permits closeouts documents available from the TOWN Building Department.
2. Conduct a visual condition assessment of the building first floor air conditioning and the main electrical distribution systems of the Town Hall Building. These assessments shall identify first floor air conditioning deficiencies, cooling tower and associated pumps evaluation and main electrical distribution system. Two (2) site visits per trade are assumed for this task.
3. TOWN shall provide a Test and Balance (T&B) Report of the first floor air conditioning system. This report will be required for the air conditioning evaluation of the areas serve by the system.
4. This task will also include general coordination with TOWN staff related to progress and potential issues/resolution that may evolve throughout the life of the Project.

Task 2 – Ground Floor Existing Air Conditioning Evaluation

Evaluate the existing ground floor air conditioning (A/C) system capacity due to the separation of the Police Department Build-out from the existing ground floor A/C system. The evaluation of the existing ground floor A/C system must be completed prior to the preparation of the TM report. An evaluation report will be provided with the finding from the load calculations, including recommendation and/or alterations to the existing ground floor A/C system. Construction documents indicating changes to the ground floor A/C system and other associated changes can be provided as Additional Services to be approved by the TOWN.

Task 3 – Preparation of Technical Memorandum/Preliminary Design Documents

1. Prepare a technical memorandum (TM) to include:
 - a. A compilation of the findings and preliminary recommendations of the proposed Police Department area, including but not limited to, electrical, plumbing and air conditioning, as required.
 - b. Air conditioning load calculations of the areas served from first floor air conditioning system, and recommendations for changes and controls of the system. To provide this part of the TM, Task 8 shall be completed prior the preparation of the TM.
 - c. Evaluation of the existing generator capabilities.

PAGE 2 OF 5

- d. A preliminary cost estimate for the proposed preliminary recommendations.
2. Prepare a preliminary plan layout of the Police Department Build-out for TOWN review.
3. Provide one meeting for the review of the preliminary layout and TM with TOWN.
4. Revise preliminary plan per TOWN review and comments. Resubmit revised plan for final approval. Preliminary plan shall be approved by TOWN prior to start 60% design documents.
5. One revised preliminary plan submission is assumed. Any additional revisions to preliminary plan considered a major revision will require an Additional Service Agreement (ASA).

Task 4 – Preparation and Development of Plans and Specifications – 60% Design Documents

CGA will prepare preliminary plans and draft technical specifications for the Police Department Build-out as part of the Project. The services under this task will include:

1. Preparation of architectural, mechanical (air conditioning), structural, electrical, and plumbing drawings for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and TOWN standards whenever possible. All drawing submittals will be provided in digital (.pdf) format.
2. Coordination with TOWN security system vendor for location of devices and requirements, security system construction documents shall be provided by others.
3. Preparation of draft technical specifications using CGA and TOWN standard requirements as applicable. The TOWN shall provide its latest front-end documents to CGA for review of consistency with the technical specifications.
4. Prepare an Architect/Engineers Opinion of Probable Construction Costs at the 60% Design submittal milestone.
5. Attendance at a meeting with the TOWN to review and discuss the documents.
6. Upon approval of this task's documents from the TOWN's, CGA will start the 90% Design task as outlined below. It is assumed that the City will provide review comments within five (5) working days of receiving the 60% submittal.
7. All work shall be in accordance with all currently applicable local, state, and federal rules and regulations, and design standards including, but not limited to: TOWN, USEPA, OSHA, NEC, IC and NFPA.

Task 5 – Preparation and Development of Final Design – 90% Design Documents and Permitting

CGA will prepare 90% plans and technical specifications for the Police Department interior build-out as part of the Project. The services under this task will include:

1. Incorporation of the TOWN's 60% Design Review comments into the documents and development of the architectural, mechanical, structural, electrical, and plumbing drawings to 90% design documents for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in both hardcopy (24" x36") and digital (.pdf) formats.
2. Final coordination with TOWN security system vendor for location of devices and requirements, security system construction documents shall be provided by others.
3. Incorporation of the CITY's 60% Design Review comments into the technical specifications.
4. Updating of the Architect/Engineers Opinion of Probable Construction Costs.
5. Attendance at a meeting with the CITY to review and discuss the documents.
6. Submit 90% design documents and technical specification for a dry-run to the building department.

7. All work shall be in accordance with all currently applicable local, state and federal rules and regulations, and design standards including, but not limited to: TOWN, USEPA, OSHA, NEC, IC and NFPA.

Task 6 – Preparation and Development of Final Design – 100% Design Documents

CGA will prepare 100% plans and technical specifications for the Police Department Built-out as part of the Project. The services under this task will include:

1. Incorporation of the building department 90% Design Review comments into the documents and development of the architectural, mechanical, structural, electrical, and plumbing drawings to Bid Documents for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in both hardcopy (24" x36") and digital (.pdf) formats.
2. Incorporation of the building department 90% Design Review comments into the technical specifications and develop the specifications to Bid Documents for the Project.
3. Updating of the Architect/Engineers Opinion of Probable Construction Costs.
4. All work shall be in accordance with all currently applicable local, state and federal rules, regulations and design standards including, but not limited to: CITY, USEPA, OSHA, NEC, IC and NFPA.

Task 7 – Bidding Services

CGA will provide bidding services to the TOWN for the Police Department Build-out. The services under this task will include:

1. Conduct and attend pre-bid conference for each contract, meeting minutes shall be provided by the TOWN. Responses to pre-bid conference questions will be in the form of addenda issued to TOWN for review and approval.
2. Prepare addenda for each contract addressing additions, deletions, modifications, or interpretations to the contract documents. Issuance of one addendum for the contract is assumed.
3. Provide bid evaluation and recommendations.

Task 8 – Engineering Services During Construction

It is assumed that the engineering services during construction will include the required improvements for the Police Department interior build-out. It is assumed a six-month construction time and one month to address the punchlist items. Per the Town's request, attendance at bi-weekly progress meetings is include. Engineering services during construction related to improvements not included in the Police Department interior build-out will be considered Additional Services to be approved by the TOWN. The services under this task will include:

1. Review shop drawings and respond to request for information (RFI) for conformance with the design criteria.
2. Review Contractor's red-line as-builts documents. CGA can provide revisions to the final documents as additional services per TOWN request.
3. Attend bi-weekly OAC meetings and review of once-a-month Certificate of Payment Inspections.
4. Conduct construction progress field visits and provide reports. A total of twelve (12) site visits are assumed for this task. These visits will be coordinated with the OAC meeting schedule.
5. Conduct one (1) substantial completion field observations site visit and submit punchlist for each construction contract.

6. Conduct one (1) final completion field observations site visit for the construction contract to confirm that the Contractor's completed work is in general accordance with the Contract Documents and that all previously issued punchlist items have been addressed by the Contractor.
7. Participate in start-up/commissioning period, a total of two (2) site visits are assumed for this task.

Assumptions:

- All permitting fees shall be paid by the TOWN.
- These services are based on assumed improvements based on current conditions. If additional improvements are needed and not included in the scope of work, an additional services proposal will be required.
- The existing parking lot and parking spaces are to remain. Civil site engineering is not included but can be provided under an additional services agreement (ASA).
- Surveying services are not included. If topographic survey or elevations are required, an ASA shall be required.
- External ADA improvements are not included.
- It is assumed site plan processing or modification is not required and therefore is not included.
- CGA will provide project management as part of the scope of work.
- CGA will provide Design Team coordination to assure the project progresses on schedule. This includes internal progress meetings; coordination with sub-consultants and CGA staff; coordination with the TOWN; budget control and invoice processing; responding to TOWN comments; provide supporting documentation for design and permitting; and quality control review of design; overall coordination to keep the Owner aware of the project's progress, budget, schedule and critical design decisions.
- Proposed plans for the inside of the building are limited to the north half of the first floor. No other interior improvement analysis or plans are included.
- It is assumed that the existing generator will remain, and the electrical system modified to accept the new police build-out. The scope does not include replacement of the generator.
- The existing windows inside the build-out area are to remain. They will be replaced as part of a future hurricane hardening project.
- Access to the site will be provided by the TOWN.

Information to be provided by the Client:

- TOWN will provide front end documents for incorporation into the CD's.

Services not included on this MOU:

- Geotechnical Investigation
- Utility Coordination or Subsurface Utility Exploration
- Civil/Survey Site Engineering

FEES

The table below gives the hourly breakdown for the subject professional basic services; not-to-exceed total of **\$126,237.50**. It is assumed that all items outlined on the specific scope of work will be executed.

Staff-Hours by Classification & Hourly Rate for Services									
Task	Engineering Department						Sub-Consultants		Task Subtotal
	Civil Engineering Services			Electrical Engineering Services					
	Director ENG (V)	Clerical	Task Subtotal	Project Manager (IV)	CADD Tech.	Task Subtotal	SMA	Task Subtotal	
	\$175.00	\$75.00		\$150.00	\$95.00		LS		
Task 1									
1A - Project Management	2		\$350.00	8		\$1,200.00		\$0.00	\$1,550.00
1C - Obtain existing conditions			\$0.00	8		\$1,200.00		\$0.00	\$1,200.00
1E - SMA			\$0.00			\$0.00	\$4,200.00	\$4,200.00	\$4,200.00
Task 2									
Ground floor A/C Evaluation			\$0.00	2		\$300.00	\$3,150.00	\$3,150.00	\$3,450.00
Task 3									
3A - Project Management	2		\$350.00	8		\$1,200.00		\$0.00	\$1,550.00
3A - TM & Prelim	1	8	\$775.00	24	24	\$5,880.00		\$0.00	\$6,655.00
3B - Prelim Cost Estimate			\$0.00	12		\$1,800.00		\$0.00	\$1,800.00
3B -Meeting	1		\$175.00	2		\$300.00		\$0.00	\$475.00
3F - SMA			\$0.00			\$0.00	\$7,350.00	\$7,350.00	\$7,350.00
Task 4									
4A - Project Management	2		\$350.00	8		\$1,200.00		\$0.00	\$1,550.00
4B - 60% Design Documents	1		\$175.00	24	24	\$5,880.00		\$0.00	\$6,055.00
4C - Meeting	1		\$175.00	2		\$300.00		\$0.00	\$475.00
4F - SMA			\$0.00			\$0.00	\$15,277.50	\$15,277.50	\$15,277.50
Task 5									
5A - Project Management	2		\$350.00	8		\$1,200.00		\$0.00	\$1,550.00
5B - 90% Design Documents	1		\$175.00	40	32	\$9,040.00		\$0.00	\$9,215.00
5C - Meeting	1		\$175.00	2		\$300.00		\$0.00	\$475.00
5F - SMA			\$0.00			\$0.00	\$25,956.00	\$25,956.00	\$25,956.00
Task 6									
6A - Project Management	2		\$350.00	4		\$600.00		\$0.00	\$950.00
6B - 100% Design Documents	1		\$175.00	8	12	\$2,340.00		\$0.00	\$2,515.00
6C - Meeting	1		\$175.00	2		\$300.00		\$0.00	\$475.00
6F - SMA			\$0.00			\$0.00	\$3,234.00	\$3,234.00	\$3,234.00
Task 7									
7A - Project Management			\$0.00	4		\$600.00		\$0.00	\$600.00
7B - Pre-bid conference			\$0.00	4		\$600.00		\$0.00	\$600.00
7C - Pre-bid adenda and RFI			\$0.00	8	8	\$1,960.00		\$0.00	\$1,960.00
7D - Bid Evaluation			\$0.00	8		\$1,200.00		\$0.00	\$1,200.00
7F - SMA			\$0.00			\$0.00	\$3,150.00	\$3,150.00	\$3,150.00
Task 8									
8A - Project Management			\$0.00	12		\$1,800.00		\$0.00	\$1,800.00
8B - RFI			\$0.00	16		\$2,400.00		\$0.00	\$2,400.00
8C - Shop drawings			\$0.00	12		\$1,800.00		\$0.00	\$1,800.00
8D - Field visits and reports			\$0.00	32		\$4,800.00		\$0.00	\$4,800.00
8D - SMA			\$0.00			\$0.00	\$11,970.00	\$11,970.00	\$11,970.00
Total Hours	18	8		258	100				
Total Amount			\$3,750.00			\$48,200.00		\$74,287.50	\$126,237.50

Police Department Build-out fee = \$126,237.50 (Fee does not include any cooling tower and generator electrical systems upgrades)