



AGENDA

SPECIAL COMMISSION MEETING

10:00 AM - Saturday, October 15, 2022

Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6. PRESENTATIONS	
6.1. No Bullying Proclamation - Commission No Bullying	6
6.2. Breast Cancer Month - Commission 2022 Breast Cancer Awareness Month	7
6.3. Childhood Cancer Awareness Week - Commission Childhood Awareness Week	8
6.4. Employee Recognition - Police Administrator Montjoy Brown - Mayor Jacobs Employee Recognition	9
6.5. Police Department Update - Mayor Jacobs, Police Chief Howard	
7. CONSENT AGENDA	
7.1. Approval of meeting minutes - Town Clerk Martell 09 14 2022 Regular Commission meeting 09 14 2022 1st Budget Hearing 09 28 2022 2nd Budget Hearing 09 28 2022 Workshop Commission meeting 09 28 2022 Special Commission Meeting 09 14 2022 1st BUDGET HEARING MEETING 09 14 2022 REGULAR COMMISSION MEETING 09 28 2022 2nd BUDGET HEARING MEETING 09 28 2022 WORKSHOP COMMISSION MEETING 09 28 2022 SPECIAL COMMISSION MEETING	10 - 38
7.2. Janitorial services for Town Hall - Clean Space Inc. -Public Services Director Clark	39 - 66

We are recommending approval of the contract with Clean Space.

[Agenda Item Report - AIR-22-130 - Pdf](#)

- 7.3. GIS phase three for Public Services - Public Services Director Clark 67 - 84

Move ahead with phase three for Public Works.

[Agenda Item Report - AIR-22-084 - Pdf](#)
[GIS](#)

- 7.4. Towing Contract with Mac's Towing - Town Attorney Anderson 85 - 112

Approve agreement for Towing Services with Mac's Towing

[Agenda Item Report - AIR-22-126 - Pdf](#)

8. RESOLUTIONS

- 8.1. Request for site plan approval for property address located at 3711- 113 - 144
3715 Southwest 52 Avenue, Pembroke Park, FL - Planning
Consultant Michael Vonder Meulen

RESOLUTION NO. 2022-021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING A SITE DEVELOPMENT PLAN FOR APPLICATION 22-SP-01 LOCATED AT 3711-3715 Southwest 52nd Avenue Pembroke Park, FL/ Magnolia at Pembroke Park-47-unit Townhome Project**; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

File No: 22-SP-01

Applicant: Pembroke BSD LLC / Pembroke Park Holdings, Inc

Location: 3711-3715 Southwest 52nd Avenue

Request: Site Plan approval to construct five (5) two stories' buildings comprised of 47 residential townhome units including a 1106 square foot community center, which is referred to as Magnolia at Pembroke Park.

[Magnolia at Pembroke Park Staff Report](#)

[001 - Application](#)

[002 - Project Narrative - Magnolia at Pembroke Park](#)

[003 - Color Renderings](#)

[004 - A-0.1 PROPOSED CONTEXT](#)

[005 - Platting Letter - Hajtmacher \(PD 22-021\)](#)

[006 - RM 16A MEDIUM DENSITY RESIDENTIAL DISTRICT](#)

[2022-021 SITE PLAN reso](#)

[2022-021 exhibit a site plan 22sp01 2022](#)

9. ORDINANCES

- 9.1. Amendment of Election Ordinance - Town Clerk Martell, Town Attorney 145 - 149
Anderson

ORDINANCE NO. 2022-012

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 8 "ELECTIONS", ARTICLE 2 "REGISTRATION OF ELECTORS", ARTICLE III "ELECTION PROCEDURE", ARTICLE IV "POLL WATCHERS", AND ARTICLE V "QUALIFICATIONS OF CANDIDATES" OF TOWN'S CODE TO UPDATE TERMINOLOGY WITHIN THE ARTICLES AND TO CLARIFY THE DATE FOR**

CANDIDATE QUALIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

[2022-012 elections ordinance 2022 mpa](#)

- 9.2. Commission salary \$10,000 increase - Town Manager Jimenez 150 - 152

ORDINANCE NO. 2022-013

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

[2022-013 Commission salary ordinance](#)

- 9.3. Proposed Dumpster Enclosures Requirements - Building Official Nunez 153 - 162

ORDINANCE NO. 2022-014

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

Staff recommends approval

[Agenda Item Report - AIR-22-160 - Pdf](#)

- 9.4. Proposed change to parking spaces dimensions - Town Ordinance 28-301 - Building Official Nunez 163 - 176

ORDINANCE NO. 2022-015

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

Recommends approval

[Agenda Item Report - AIR-22-161 - Pdf](#)

10. OLD BUSINESS

11. NEW BUSINESS

- 11.1. SW 30th Avenue Mixed-Use/Entertainment District - Building Official Nunez, Planning Consultant Michael Vonder Meulen 177 - 184
[30 Ave](#)
- 11.2. Generator switch gear - Public Services Director Clark 185 - 186

We are recommending approval.
[Agenda Item Report - AIR-22-152 - Pdf](#)
- 11.3. Church of Christ Settlement Agreement - Town Attorney Anderson 187 - 190

Staff recommends approval
[Agenda Item Report - AIR-22-158 - Pdf](#)
[TA PPCOC Settlement Agreement](#)
- 11.4. Rifles for Patrol - Police Chief Howard 191 - 198

Staff recommends the purchase of these rifles for Patrol.
[Agenda Item Report - AIR-22-157 - Pdf](#)
- 11.5. Dell Toughbooks for Police - IT Director Pakula 199 - 203

Purchase Toughbook's from Dell
[Agenda Item Report - AIR-22-163 - Pdf](#)
- 11.6. Illuno extra duty detail application for Police - Police Chief Howard 204 - 228

Staff recommends the use of this application moving forward to interact with the community and officers staffing extra duty details.
[Agenda Item Report - AIR-22-162 - Pdf](#)
- 11.7. Accreditation Grant for Police Department to assist in obtaining Accreditation through CFA - Police Chief Howard 229 - 240

Staff recommends accepting this grant to assist with the cost of Accreditation over the next two years.
[Agenda Item Report - AIR-22-164 - Pdf](#)

12. DISCUSSION

- 12.1. Mayor Jacobs discussion items:
Town's Audit
Capital Improvements
Master Plans Update
Public Works
BSO Contract
Storage Unit
Performance Evaluations of Directors by Commissioners
Contracts
- 12.2. Outside Counsel - Clerk Commissioner Hodgkins

12.3. November and December meeting schedule - Town Clerk Martell

13. ATTORNEY COMMENTS

14. TOWN MANAGER COMMENTS

15. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins

Vice Mayor Dieuveille

Mayor Jacobs

16. ANNOUNCEMENTS

16.1. Special Magistrate Hearing, Wednesday, October 19, 2022 at 9:00 AM

Planning and Zoning Board, Thursday, October 20, 2022 at 6:00 PM

Fall Music Festival, Friday, October 21, 2022, from 6:00PM to 10:00 PM

Charter Review Meeting, Monday, October 24, 2022 at 6:00 PM

Virtual Workshop Meeting, Wednesday, October 26, at 6:00 PM

Closed for Veteran's Day, Friday, November 11, 2022

Special Magistrate Hearing, Wednesday, November 16, 2022 at 9:00 AM

November Regular Commission Meeting TBA

November Workshop Commission Meeting TBA

17. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk



**TOWN OF PEMBROKE PARK
PROCLAMATION**

NATIONAL BULLYING PREVENTION MONTH

WHEREAS, *bullying is the aggressive use of power targeting another person or group of people with repeated, unwanted words or action, hurting them emotionally or physically; and*

WHEREAS, *bullying occurs in neighborhoods, playgrounds, schools, and online through technology; and*

WHEREAS, *various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and adolescents annually; and*

WHEREAS, *thousands of Florida children and adolescents are affected by bullying annually; and*

WHEREAS, *targets of bullying are at increased risk for depression, anxiety, sleep difficulties, lower academic achievement, and dropping out of school and students who are repeatedly bullied often fear such activities as riding the bus, going to school, interacting online, and attending community activities; and*

WHEREAS, *children who bully are at greater risk of engaging in more serious violent behaviors; and*

WHEREAS, *children who witness bullying often feel less safe, helpless to stop it, and intimidated.*

NOW THEREFORE BE IT RESOLVED, *that Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille and Clerk Commissioner Hodgkins proclaim October as National Bullying Prevention Month; and*

BE IT FURTHER RESOLVED, *that Town of Pembroke Park schools, students, parents, , religious institutions, businesses, and community organizations be encouraged to engage in a variety of awareness and prevention activities designed to make our community safer for all children and adolescents.*

Dated this 15th day of October 2022.

Geoffrey Jacobs Mayor

Reynold Dieuveille Vice Mayor

William R. Hodgkins Clerk Commissioner

TOWN OF PEMBROKE PARK



PROCLAMATION

**BREAST CANCER
AWARENESS MONTH, 2022**

WHEREAS: *October 2022, the Town of Pembroke Park stands with the courageous women and men who have been diagnosed with breast cancer and honor those who have lost their battle to this terrible disease.*

WHEREAS: *As the second most common cancer affecting women, an estimated 1 in 8 women will develop breast cancer over the course of their lifetime and 281,550 women will be diagnosed with breast cancer in the United States in 2022; and*

WHEREAS: *As we observe National Breast Cancer Awareness Month, we are united in our community supporting the end to breast cancer and empathizing the lives of all those affected by this illness; and*

WHEREAS: *We applaud the advocates, medical professionals, researchers, and caregivers who dedicate their lives to making progress toward cures.*

AND *This month, we stand in solidarity with breast cancer survivors across the country delivering hope to patients everywhere.*

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



BREAST CANCER AWARENESS MONTH

Dated this 15th day of October, 2022.

Geoffrey Jacobs Mayor

Reynold Dieuville Vice Mayor

William R. Hodgkins Clerk Commissioner



TOWN OF PEMBROKE PARK PROCLAMATION

CHILDHOOD CANCER AWARENESS WEEK OCTOBER 23 THRU 29 2022

Whereas, childhood cancer is the leading cause of death by disease in children, and;

Whereas, 1 in 285 children in the United States will be diagnosed by their 20th birthday, and;

Whereas, 46 children per day or 16,790 children per year are diagnosed with cancer in the U.S., and;

Whereas, there are approximately 40,000 children on active treatment at any given time, and;

Whereas, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis, and.

Whereas, 80% of childhood cancer patients are diagnosed late and with metastatic disease, and;

Whereas, on average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years, and;

Whereas, in the last 20 years only four new drugs have been approved by the FDA to specifically treat childhood cancer, and;

Whereas, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out;

Whereas, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional, and financial support and;

Now therefore, Geoffrey Jacobs, Mayor; Reynold Dieuville Vice Mayor; William Hodgkins, Clerk Commissioner hereby proclaim October 23-29, 2022, as Childhood Cancer Awareness week. We encourage all Citizens to support this cause that so deeply impacts families in every community across our country.

Dated this 15th day of October 2022.

Geoffrey Jacobs Mayor

Reynold Dieuville Vice Mayor

William R. Hodgkins Clerk Commissioner



TOWN OF PEMBROKE PARK EMPLOYEE RECOGNITION

MONTJOY BROWN AS POLICE ADMINISTRATOR

WHEREAS, since 2019, Montjoy Brown has served the Town of Pembroke Park as the Executive Assistant to the Commission and Town Event Planner. She was the liaison and coordinated the interaction between the Commission and the residents. She engaged the community by organizing and managing resourceful events and,

WHEREAS, in 2020, Ms. Brown was presented with an opportunity to assist Chief David Howard with the creation of a brand-new police department, serving as his Executive Assistant, and continuing her responsibilities under the Commission, dedicated to both positions, being flexible, with a willingness to expand her knowledge and experience and,

WHEREAS, Chief Howard, seeing her dedication and hard work, presented Ms. Brown with an opportunity to become the Police Department's Accreditation Manager, ensuring the agency's policies follow the State of Florida's Standards and,

WHEREAS, without the expectation of recognition or praise, Ms. Brown selflessly dedicated herself to serving the Town of Pembroke Park in multiple capacities, working tirelessly to coordinate events, make deadlines and meet the needs of both the Town and the Community, and

WHEREAS, Ms. Brown unequivocally exemplifies the magnitude to repeatedly make a difference through thoughtful, selfless, extraordinary deeds. Her understanding, compassion, and commitment embodies the true nature of what the Town of Pembroke Park represents.

NOW, THEREFORE, BE IT ACKNOWLEDGED BY Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuville and Clerk Commissioner William R. Hodgkins by virtue of the authority vested by the Town of Pembroke Park, do hereby present this Employee Recognition to Montjoy Brown as testimonial for her dedicated service to the residents of the Town of Pembroke Park.

Dated this 15th day of October 2022.

GEOFFREY JACOBS MAYOR

REYNOLD DIEUVEILLE VICE MAYOR

WILLIAM R. HODGKINS CLERK COMMISSIONER



MINUTES BUDGET HEARING MEETING

6:00 PM - Wednesday, September 14, 2022
Council Chambers

The BUDGET HEARING MEETING of the Town of Pembroke Park was called to order on Wednesday, September 14, 2022, at 6:05 PM, in the Council Chambers, with the following members present:

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

EXCUSED:

1 CALL TO ORDER

by Mayor Jacobs at 6:05 pm.

2 PLEDGE OF ALLEGIANCE

led by Mayor and Commissioners

3 ROLL CALL

The meeting was called to order at 6:05 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Clerk Commissioner Reynold Dieuveille

Additional staff in attendance were JC Jimenez, Town Manager; Melissa Anderson, Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Robert Clark, Public Services Director; Miguel Nunez, Building Official; David Howard, Interim Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Joy Brown, Executive Assistant to the Chief of Police and Commission/Events Coordinator; Lucie Manzerolle, Building Manager; Dierdre Davis, Administrative Assistant; Myriam Jacques, Deputy Public Services Director; Bill Gordon, Captain; Marc Tallentire, Officer; Ra Shana Dabney-Donovan, Major; and Wade Douty, Sergeant.

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

NONE

5 PRESENTATIONS / PROCLAMATIONS

NONE

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

RESIDENT DAVID ROACH SPOKE ON RECORD

7 CONSENT AGENDA - NONE

8 RESOLUTIONS - NONE

9 ORDINANCES - NONE

10 NEW BUSINESS

- 1) Proposed millage rate of 8.5 mills - Town Manager Jimenez, Finance Director Brown

At this time the Finance Director Brown discuss the **proposed tentative millage rates** and budget for fiscal year 2022/23. Staff will now read the tentative millage rates into the public record.” Staff announces the aggregate millage rate and the percent increase over the aggregate rolled-back millage rate.

**MAYOR OPENED THE FLOOR FOR PUBLIC COMMENT. NONE
MAYOR CLOSED THE FLOOR FOR PUBLIC COMMENT**

Motion to tentatively approve the millage rates for FY 2022/23 as read. So moved to adopt the FY 2022/23 town wide tentative millage rate of 8.5000 mills.

MOTION TO APPROVE MILLAGE RATE OF 8.5

MOVED BY VICE MAYOR REYNOLD DIEUEVILLE

SECONDED BY CLERK COMMISSIONER BILL HODGKINS

**AYES: MAYOR GEOFFREY JACOBS, VICE MAYOR REYNOLD
DIEUEVILLE, AND CLERK COMMISSIONER BILL
HODGKINS**

PASSED 3-0 ON A RECORDED VOTE

- 2) Town of Pembroke Park Fiscal Year 2022/2023 Proposed Budget - Town Manager Jimenez, Finance Director Brown

Finance Director Brown presented the proposed budget.

**MAYOR OPENED THE FLOOR FOR PUBLIC COMMENT NONE
MAYOR CLOSED THE FLOOR FOR PUBLIC COMMENT**

MOTION TO APPROVE THE PROPOSED 2023 BUDGET -

So moved to adopt the proposed tentative budget for all funds for fiscal year 2022/23 as presented to the Town Commission by the Finance Director Brown in his official capacity as Budget Officer and subsequently adjusted as the tentative budget of the Commission.

**SO MOVED BY VICE MAYOR REYNOLD DIEUEVILLE
SECONDED BY CLERK COMMISSIONER BILL HODGKINS**

AYES: MAYOR GEOFFREY JACOBS, VICE MAYOR REYNOLD

**DIEUVEILLE, AND CLERK COMMISSIONER BILL
HODGKINS**

PASSED 3-0 ON A RECORDED VOTE

11 OLD BUSINESS - NONE

12 DISCUSSION

13 COMMISSION REPORTS

14 ATTORNEY REPORTS

15 TOWN MANAGER REPORTS

16 ANNOUNCEMENTS

- 1) 2ND/FINAL BUDGET HEARING WILL BE ON WEDNESDAY, SEPTEMBER 28, 2022 AT 5:00 PM

The final public hearing to adopt the fiscal year 2022/23 millage rates and budget is scheduled for Wednesday, September 28, 2022, at 5:00 PM.

17 ADJOURNMENT

WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 6:19 PM,
UNANIMOUS MOTIONED FOR ADJOURNMENT.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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

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



TOWN OF PEMBROKE PARK

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

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

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

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

1 CALL TO ORDER meeting called to order at 7:08 PM

2 PLEDGE OF ALLEGIANCE Led by the Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 7:08 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuveille, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

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

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA Add 11.3
Executive Assistant

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

5 PRESENTATIONS / PROCLAMATIONS

Town of Pembroke Park
Regular Commission Meeting
September 14, 2022

5.1 Proclamation for Gary Nereus Retiree
WITHDRAWN

5.2 Proclamation for Suicide Prevention Month
CAROLYN HEARTY FROM THE WOMEN'S LEAGUE OF VOTERS SPOKE ON
RECORD

5.3 Proclamation for Constitutional Week
PROCLAMATION READ INTO THE RECORD

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
IRAMED SLIVERIO SPOKE ON RECORD

7 CONSENT AGENDA

7.1 Approval of Minutes - Town Clerk Martell
07 13 2022 Regular Commission Meeting
07 27 2022 Workshop Commission Meeting
08 10 2022 Regular Commission Meeting
08 24 2022 Workshop Commission Meeting

7.2 Vehicle Purchasing for the Building Department - Building Official Nunez

7.3 Building Department Fees FY 2022-2023 - Building Official Nunez

7.4 Axon Taser - Interim Police Chief Howard

7.5 18 In-Car Printers and 100 rolls of Thermal Computer paper for same. Previously
approved on Feb 11, 2022 - Interim Police Chief Howard

7.6 S.W. 52nd Avenue - sinkhole repair - Public Services Director Clark

7.7 Elevator maintenance - oil change - Public Services Director Clark

7.8 Electrical Continuing Service Contract - Public Services Director Clark

7.9 Motion to approve consent agenda

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

Town of Pembroke Park
Regular Commission Meeting
September 14, 2022

8 RESOLUTIONS

8.1 Resolution for Award of 47th Year CDBG Preserve Safety Improvement - Public Services Director Clark

RESOLUTION NO. 2022-014

A RESOLUTION OF THE TOWN COMMISSION OF PEMBROKE PARK, FLORIDA, **SELECTING IMPERIAL ELECTRICAL, INC. FOR THE 47TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PRESERVE SAFETY IMPROVEMENTS PROJECT FOR RAYMOND P. OGLESBY PRESERVE; AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH IMPERIAL ELECTRICAL, INC. FOR SAID PROJECT; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

MOTION TO APPROVE RESOLUTION 2022-014 47th YEAR CDBG PRESERVE SAFETY IMPROVEMENT

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

9 2ND READING ORDINANCES

9.1 Rescind Ordinance 2022-003 Property Rights Element and advertise **Ordinance 2022-006** - Planning Consultant Michael Vonder Meulen

ORDINANCE NO. 2022-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING THE TOWN OF PEMBROKE PARK'S ADOPTED COMPREHENSIVE PLAN AS AMENDED; BY ADDING THE PROPERTY RIGHTS ELEMENT; ADDING GOALS, OBJECTIVES, AND POLICIES, PURSUANT TO SECTION 163.3177, FLORIDA STATUTES; PROVIDING SEVERABILITY; RESCINDING AND SUPERSEDING ORDINANCE 2022-003; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

Motion to adopt Ordinance 2022-006

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

9.2 Towing Ordinance - Town Attorney Anderson

ORDINANCE NO. 2022-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **DELETING SECTION 13-7 “PAYMENT OF TOWING AND STORAGE FEES PRIOR TO RELEASE OF VEHICLE” WITHIN CHAPTER 13 “JUNKED, WRECKED AND ABANDONED VEHICLES”;** **UPDATING AND AMENDING DIVISION 4 “TOW AWAY ZONES” WITHIN CHAPTER 25 “TRAFFIC AND VEHICLES”;** **PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES;** SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-007

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

9.3 Unsafe Structures Board - Building Official Nunez

ORDINANCE NO. 2022-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING AND UPDATING ARTICLE VII “UNSAFE BUILDINGS” WITHIN “CHAPTER 5 – BUILDINGS AND BUILDING REGULATION” OF TOWN’S CODE BY ADDING A SECTION ESTABLISHING THE TOWN’S OWN UNSAFE STRUCTURES BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES;**SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE 2022-008

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

9.4 Addition to Noise Ordinance (Chapter 17) - Building Official Nunez

ORDINANCE NO. 2022-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING AND UPDATING “CHAPTER 17 – NOISE” OF TOWN’S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES;**SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE 2022-009

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

9.5 Ordinance Amending Section 28-279 of the Code - Town Attorney Anderson

ORDINANCE NO. 2022-010

Town of Pembroke Park
Regular Commission Meeting
September 14, 2022

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING SECTION 28-279 “RESPONSIBILITY FOR CONNECTION TO TOWN SYSTEM” WITHIN CHAPTER 28 “ZONING” AND MOVING THE SECTION TO CHAPTER 26 “UTILITIES”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES;** SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-010

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

10 NEW BUSINESS

10.1 Approval of Special Magistrate Andre McKenney - Town Attorney Anderson, Chief Code Enforcement Officer Ramirez

MOTION TO APPROVE APPOINTMENT OF ANDRE MCKENNEY

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

10.2 Holiday Lighting - Public Services Director Clark
ITEM TO BE BROUGHT BACK TO THE WORKSHOP

10.3 Procedure for Requesting Utility Box Wrapping from Broward County - Public Services Director Clark

MOTION TO APPROVE THE UTILITY BOX WRAPPING

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

10.4 Asphalt replacement - S.W. 55th Avenue, S.W. 33rd and 34th Street - Public Services Director Clark

MOTION TO APPROVE ASPHALT REPLACEMENT

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

10.5 South Park Road - repairs related to emergency force main break - Public Services Director Clark

MOTION TO APPROVE \$55,088.00 FOR THE SOUTH PARK ROAD REPAIRS RELATED TO THE EMERGENCY FORCE MAIN BREAK

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

10.6 Building Department Relocation to the Third Floor - Building Official Nunez
Commission gave directive to continue.

MOTION TO APPROVE RELOCATION OF THE BUILDING DEPARTMENT TO THE
THIRD FLOOR

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

10.7 Authorization to Foreclose on Code Enforcement Liens - Chief Code Enforcement
Officer Ramirez

MOTION TO APPROVE FORECLOSURE ON CODE ENFORCEMENT LIENS

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

10.8 Lobbyist contracts - Town Manager Jimenez

MOTION TO APPROVE LOBBYIST CONTRACTS

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

10.9 BSO Fire Services - Town Attorney Anderson

CHIEF KANE SPOKE ON RECORD

MOTION TO APPROVE BSO FIRE SERVICES PROPOSAL

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

10.10 Teletype Contract for the Police Department - Police Chief Howard

MOTION TO APPROVE TELETYPE CENTER

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

11 OLD BUSINESS

11.1 BSO Interim Police Services Contract - Town Attorney Anderson

MAYOR JACOBS PASSED THE GAVEL TO VICE MAYOR DIEUVEILLE AT 7:42PM

VICE MAYOR DIEUVEILLE PASSED THE GAVEL BACK TO MAYOR JACOBS AT

7:52 PM

MOTION TO NOT APPROVE THE BSO CONTRACT FOR THE TIME PERIOD UNTIL
THE NEW DEPARTMENT IS IN PLACE

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

11.2 Hire David Howard - Mayor Jacobs

MOTION TO APPROVE DAVID HOWARDS CONTRACT UPON THE DATE THE
POLICE DEPARTMENT IS A FULL FUNCTIONING DEPARTMENT

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

11.3 EXECUTIVE ASSISTANT

MOTION TO APPROVE CANDIDATE NUMBER 1 (STEVEN MEZA) AS EXECUTIVE
ASSISTANT

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

12 DISCUSSION

12.1 Time Clock - Mayor Jacobs

MOTION TO HAVE EMPLOYEES CLOCK IN

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

12.2 Integrity - Mayor Jacobs

MAYOR JACOBS STATED THAT LIES WILL NOT BE TOLERATED
NO ACTION TAKEN

12.3 Discuss utilizing an independent Attorney - Mayor Jacobs

NO MOTION, INDEPENDENT COUNSEL WILL HANDLE CHARTER REVIEW
PROCESS

12.4 Town Attorney - Mayor Jacobs

NO ACTION TAKEN

MEETING RECESSED AT 9:22PM

MEETING RESUMED AT 9:27PM

12.5 Consider providing the Public Services Department with \$100,000.00 for repairs -
Clerk Commission Hodgkins

DENIED

UPGRADED LIST GRANTS TO BE SENT TO THE MAYOR BY THE TOWN
MANAGER

13 TOWN CLERK COMMENTS

13.1 Election information and sound system update - Town Clerk Martell
TOWN CLERK GAVE AN UPDATE

14 ATTORNEY REPORTS NONE

15 TOWN MANAGER REPORTS NONE

16 COMMISSION REPORTS

17 ANNOUNCEMENTS

17.1 Special Magistrate Hearing, Wednesday, September 21, 2022
Final Budget Hearing, Wednesday, September 28, 2022 at 5:00 PM
Workshop Commission meeting, Wednesday, September 28, 2022 at 6:00 PM
Regular Commission meeting, Wednesday, October 12, 2022 at 7:00 PM

18 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT
9:50 PM, UNANIMOUS MOTIONED FOR ADJOURNMENT.

Commission approved on: _____

ATTEST:

Marlen D. Martell, Town Clerk

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

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

Town of Pembroke Park
Regular Commission Meeting
September 14, 2022

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.



MINUTES BUDGET HEARING MEETING

5:00 PM - Wednesday, September 28, 2022
Council Chambers

The BUDGET HEARING MEETING of the Town of Pembroke Park was called to order on Wednesday, September 28, 2022, at 5:05 PM, in the Council Chambers, with the following members present:

PRESENT: Mayor Geoffrey Jacobs; Vice Mayor Reynold Dieuveille; and Clerk Commissioner Williams Hodgkins

EXCUSED:

1 CALL TO ORDER

by Mayor Jacobs at 5:05pm.

2 PLEDGE OF ALLEGIANCE

led by Mayor and Commissioners

3 ROLL CALL

The meeting was called to order at 5:05 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Clerk Commissioner Reynold Dieuveille

Additional staff in attendance were JC Jimenez, Town Manager; Melissa Anderson, Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Robert Clark, Public Services Director; Miguel Nunez, Building Official; David Howard, Interim Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Joy Brown, Executive Assistant to the Chief of Police and Commission/Events Coordinator; Lucie Manzerolle, Building Manager; Dierdre Davis, Administrative Assistant; Myriam Jacques, Deputy Public Services Director; Bill Gordon, Captain; Marc Tallentire, Officer; Ra Shana Dabney-Donovan, Major; and Wade Douty, Sergeant.

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

NONE

5 PRESENTATIONS / PROCLAMATIONS

NONE

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

NONE

7 CONSENT AGENDA

NONE

8 RESOLUTIONS

- 1) 2022-020 Millage Rate Budget Resolution - Finance Director Brown

RESOLUTION NO. 2022-020

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **RELATING TO TAXATION AND FINANCE; FIXING THE AMOUNT AND RATE OF TAXATION FOR THE FISCAL YEAR 2022-2023**; PROVIDING FOR DELIVERY OF CERTIFIED COPIES; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

The millage rate for the Town of Pembroke Park for FY 2022/2023 is **8.5000** mills, which is an increase to the rolled-back rate of **7.8270 mills**. The rolled-back rate is the millage rate that will provide the same ad valorem tax revenue that was levied during the prior year.

The reason for setting the millage rate at 8.5 mills is to provide sufficient revenues to balance the General Fund budget.

MAYOR OPENED THE FLOOR FOR PUBLIC COMMENT NONE

MAYOR CLOSED THE FLOOR FR PUBLIC COMMENT

MOTION TO APPROVE RESOLUTION 2022-020 TO SET THE MILLAGE RATE FOR THE TOWN OF PEMBROKE PARK AT 8.5000 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023.

MOVED BY VICE MAYOR REYNOLD DIEUVEILLE

SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS

MOTION TO ADOPT RESOLUTION 2022-020

**AYES: MAYOR GEOFFREY JACOBS, VICE MAYOR REYNOLD
DIEUVEILLE, AND CLERK COMMISSIONER WILLIAMS
HODGKINS**

PASSED 3-0 ON A RECORDED VOTE

The millage rate for the Town of Pembroke Park is 8.5 mills for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

- 2) Fiscal Year 2022/2023 Town of Pembroke Park Proposed Budget - Finance Director Brown

MOVED BY VICE MAYOR REYNOLD DIEUVEILLE

SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS

MOTION TO ADOPT THE 2022/2023 BUDGET

**AYES: MAYOR GEOFFREY JACOBS, VICE MAYOR REYNOLD
DIEUVEILLE, AND CLERK COMMISSIONER WILLIAMS
HODGKINS**

PASSED 3-0 ON A RECORDED VOTE

- 3) 2022-019 Surface Water Drainage Enterprise Fund/Debt Service - Finance
Director Brown

RESOLUTION NO. 2022-019

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **OFFICIALLY ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE SURFACE WATER DRAINAGE ENTERPRISE FUND/DEBT SERVICE FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2022-2023 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE SURFACE WATER DRAINAGE ENTERPRISE FUND/DEBT SERVICE FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2022-2023;**PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ACCEPT RESOLUTION 2022-019

MOVED BY VICE MAYOR REYNOLD DIEUVEILLE

SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS

AYES: MAYOR GEOFFREY JACOBS, VICE MAYOR REYNOLD DIEUVEILLE, AND CLERK COMMISSIONER WILLIAMS HODGKINS

PASSED 3-0 ON A RECORDED VOTE

- 4) 2022-018 General Fund Budget - Finance Director Brown

RESOLUTION NO. 2022-018

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **OFFICIALLY ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE GENERAL FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2022-2023 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE GENERAL FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2022-2023;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ACCEPT RESOLUTION 2022-018

MOVED BY VICE MAYOR REYNOLD DIEUVEILLE

SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS

AYES: MAYOR GEOFFREY JACOBS, VICE MAYOR REYNOLD DIEUVEILLE, AND CLERK COMMISSIONER WILLIAMS HODGKINS

PASSED 3-0 ON A RECORDED VOTE

- 5) 2022-017 Sewer Enterprise Fund - Finance Director Brown

RESOLUTION NO. 2022-017

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE SEWER ENTERPRISE FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2022-2023 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE SEWER ENTERPRISE FUND FOR THE TOWN OF PEMBROKE PARK FOR THE**

**FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY;
SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN
EFFECTIVE DATE.**

MOTION TO ACCEPT RESOLUTION 2022-017

MOVED BY VICE MAYOR REYNOLD DIEUVEILLE

SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS

**AYES: MAYOR GEOFFREY JACOBS, VICE MAYOR REYNOLD
DIEUVEILLE, AND CLERK COMMISSIONER WILLIAMS
HODGKINS**

PASSED 3-0 ON A RECORDED VOTE

- 6) 2022-016 Pension Trust Fund - Finance Director Brown**

RESOLUTION NO. 2022-016

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ADOPTING AND APPROVING THE ANNUAL
BUDGET FOR THE PENSION TRUST FUND FOR THE FISCAL YEAR 2022-
2023 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE
PENSION TRUST FUND FOR THE TOWN OF PEMBROKE PARK FOR THE
FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY;
SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN
EFFECTIVE DATE.**

MOTION TO ACCEPT RESOLUTION 2022-016

MOVED BY VICE MAYOR REYNOLD DIEUVEILLE

SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS

**AYES: MAYOR GEOFFREY JACOBS, VICE MAYOR REYNOLD
DIEUVEILLE, AND CLERK COMMISSIONER WILLIAMS
HODGKINS**

PASSED 3-0 ON A RECORDED VOTE

- 7) 2022-015 Recurring monthly expenses - Finance Director Brown**

RESOLUTION NO. 2022-015

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, AUTHORIZING THE PAYMENT OF CERTAIN
SERVICES, MATERIALS AND SUPPLIES WHICH ARE PROCURED ON A
REGULAR OR RECURRING BASIS FOR THE FISCAL YEAR 2022-
23; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING
RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

MOTION TO ACCEPT RESOLUTION 2022-015

MOVED BY VICE MAYOR REYNOLD DIEUVEILLE

SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS

**AYES: MAYOR GEOFFREY JACOBS, VICE MAYOR REYNOLD
DIEUVEILLE, AND CLERK COMMISSIONER WILLIAMS
HODGKINS**

PASSED 3-0 ON A RECORDED VOTE

9 ORDINANCES - NONE

10 NEW BUSINESS - NONE

11 OLD BUSINESS - NONE

12 DISCUSSION - NONE

13 COMMISSION REPORTS
NONE

14 ATTORNEY REPORTS
NONE

15 TOWN MANAGER REPORTS
TOWN MANAGER ACKNOWLEDGED FINANCE DIRECTOR ROY BROWN FOR A
JOB WELL DONE

16 ANNOUNCEMENTS

- 1) Workshop Commission Meeting, Wednesday, September 28, 2022 at 6:30 PM
Planning & Zoning Board Meeting, Thursday, October 6, 2022 at 6:00 PM
Regular Commission Meeting, Wednesday, October 12, 2022 at 7:00 PM
Special Magistrate Hearing, Wednesday, October 19, 2022 at 9:00 AM

17 ADJOURNMENT
WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 5:20 PM,
UNANIMOUS MOTIONED FOR ADJOURNMENT.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



TOWN OF PEMBROKE PARK

Workshop Commission
Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

**Wednesday, September 28,
2022**

6:30 PM

Mayor Geoffrey Jacobs

Vice Mayor Reynold Dieuville

Clerk Commissioner William Hodgkins

Town Manager JC Jimenez

Town Attorney Melissa P. Anderson

Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1 CALL TO ORDER by Mayor Jacobs at 7:21 pm

2 PLEDGE OF ALLEGIANCE Led by Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 0:00 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuville, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

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

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA MOVE 15.7 GIS TO 6.3

Town of Pembroke Park
Workshop Commission Meeting
September 28, 2022

5 PRESENTATIONS none

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

6 REPORTS OF COMMITTEES AND CITY STAFF REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

1. Presentation by Broward Sheriff's Office - Captain Coker, Lt. Gerald Charles
NONE

2. Fire Department - Chief Kane
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

3. 15.17 GIS Phase three Public Services
ROC RYAN GID MANAGER SPOKE ON RECORD
ITEM PLACED ON CONSENT AGENDA

7 LOBBYIST

1. Lobbyist Reports

REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

8 BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

1. August 2022 - Monthly Report

REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

2. Proposed Dumpster Enclosures Requirements

ITEM PLACED AS A LINE ITEM

3. Proposed change to parking spaces dimensions - Town Ordinance 28-301

ITEM PLACED AS A LINE ITEM

4. SW 30th Avenue Mixed-Use/Entertainment District - Building Official Nunez, Planning Consultant Michael Vonder Meulen

MIKE VONDER MULEN SPOKE ON RECORD
ITEM PLACED AS A LINE ITEM

9 CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

1. Code Enforcement Dept. Report - August 2022

REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

10 FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN - NONE

11 POLICE DEPARTMENT - INTERIM POLICE CHIEF HOWARD- NONE

12 PLANNING CONSULTANT - NONE

13 HUMAN RESOURCES - HR DIRECTOR FRIEDMAN

1. Salary Discussion for Executive Assistant to Town Commission

DIRECTIVE WAS TO APPROVE SALARY OF 52,500.00THE POLICE WAS EXEMPT
TO PUNCH IN AND OUT, CHIEF HOWARD TO MEET WITH HR REGARDING OVER
TIME

14 IT DEPARTMENT - IT DIRECTOR PAKULA - NONE

MAYOR MENTIONED TO RECTIFY ISSUES REGARDING ICOMPASS

15 PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK

1. Speed humps for South Park Road & S.W. 52nd Avenue
ITEM TABLED UNTIL MORE INFORMATION BECOMES AVAILABLE
2. Generator switch gear
ITEM PLACED ON CONSENT TO LOOK FOR ENGINEERING
3. Town Hall generator
COMMISSION REQUESTING TO SUBMIT ADDITIONAL INFORMATION AT A
FUTURE MEETING
4. Lawn maintenance throughout the Town

TOWN MANAGER AND PUBLIC SERVICE DIRECTOR TO REACH OUT THE COMPANY AND TO PROVIDE ADDITIONAL INFORMATION AT A FUTURE MEETING

5. Box wrapping ideas

PUBLIC SERVICE DIRECTOR TO PROVIDE ADDITIONAL INFORMATION

6. Ryan Park - canopy repair

ITEM TABLED UNTIL ADDITIONAL INFORMATION IS SUBMITTED

7. Lift station modernization - #s 10, 13, 14 and 17

ITEM TABLED UNTIL ADDITIONAL INFORMATION IS SUBMITTED

8. Request funding to paint light posts at the Preserve

ITEM TABLED UNTIL ADDITIONAL INFORMATION IS SUBMITTED

9. Tree removal at Town Hall

ITEM PLACED ON WORKSHOP

10. Pump station maintenance

ITEM PLACED ON WORKSHOP

11. Town Hall Parking Lot Repaving

ITEM PLACED ON WORKSHOP

12. Town Hall Hardening - Roof Membrane System Replacement Award Selection and Recommendation

ITEM TABLED UNTIL ADDITIONAL INFORMATION IS SUBMITTED

13. Town Hall - Fencing

ITEM PLACED ON WORKSHOP

14. Town Hall painting

ITEM TABLED UNTIL ADDITIONAL INFORMATION IS SUBMITTED

15. Janitorial services for Town Hall - Clean Space Inc.

ITEM PLACED ON CONSENT AGENDA

16. Holiday Lighting

ITEM TABLED UNTIL ADDITIONAL INFORMATION IS SUBMITTED

16 OLD BUSINESS - NONE

17 NEW BUSINESS

1. Towing Contract with Mac's Towing - Town Attorney Anderson

ITEM PLACED ON CONSENT AGENDA

18 DISCUSSION

19 TOWN CLERK COMMENTS

1. Rectify Chapter 8 Election Ordinance - Town Clerk Martell, Town Attorney Anderson
ELECTION ORDINANCE WILL BE AMENDED TO COMPLY WITH BROWARD
COUNTY SUPERVISOR OF ELECTIONS

MAYOR REQUESTED THAT OCTOBER 26TH MEETING WILL BE A VIRTUAL
MEETING

20 ATTORNEY COMMENTS

NONE

21 TOWN MANAGER COMMENTS

TOWN MANAGER WANTED TO HANK THE STAFF FOR GETTING READY FOR THE
STORM

22 COMMISSIONER COMMENTS

1. Clerk Commissioner Hodgkins - NONE

Vice Mayor Dieuveille - NONE

Mayor Jacobs - MAYOR THANKED COMMISSIONER HODGKINS FOR HIS INPUT
REGARDING ROOFING, HE READ INTO RECORD THANKING PEOPLE WHO
CONTRIBUTED ITEMS TO THE POLICE DEPARTMENT. THE MAYOR INVITED
EVERYONE TO THE OPENING OF THE POLICE DEPARTMENT ON FRIDAY AT
11:30 PM

23 ANNOUNCEMENTS

1. Town Hall closed for Columbus Day, Monday, October 10, 2022
Regular Commission Meeting, Wednesday, October 12 at 7:00 PM
Special Magistrate Hearing, Wednesday, October 19 at 9:00 AM
Workshop Commission Meeting, Wednesday, October 26 at 6:00 PM

24 ADJOURNMENT WITH NO FURTHER ITEMS FOR DISCUSSION, MEETING
ADJOURNED AT 9:35PM

ATTEST:

Marlen D. Martell, Town Clerk

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

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MINUTES SPECIAL COMMISSION MEETING

6:00 PM - Wednesday, September 28, 2022
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, September 28, 2022, at 6:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Geoffrey Jacobs; Vice Mayor Reynold Dieuveille; and Clerk Commissioner Williams Hodgkins

EXCUSED:

1 CALL TO ORDER

by Mayor Jacobs at 6:06 PM

2 PLEDGE OF ALLEGIANCE

led by Major and Commissioners

3 ROLL CALL

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

ADD 15.12 FROM THE WORKSHOP TOWN HALL HARDING

ADD 11.7 MEETINGS DISCUSSION

MOTION TO ACCEPT THE AGENDA WITH THE ADDED ITEMS MADE BY VICE MAYOR DIEUEVILLE, SECONDED BY COMMISSIONER HODGKINS, MOTION PASSED 3-0.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

RESIDENT DAVID ROACH SPOKE ON RECORD

6 PRESENTATIONS

NONE

7 CONSENT AGENDA

NONE

8 RESOLUTIONS - NONE

9 ORDINANCES - NONE

10 OLD BUSINESS - NONE

1. Public Works Auxiliary Storage Facility for Police Station Build-Out - Mayor Jacobs

MAYOR JACOBS HD QUESTIONS REGARDING A ZERO COST TO STORAGE FACILITY.

Moved by Vice Mayor Reynold Dieuville
Seconded by Clerk Commissioner Williams Hodgkins

MOTION TO ACCEPT LEASE AGREEMENT AT ZERO DOLLARS

Ayes: Vice Mayor Reynold Dieuville and Clerk Commissioner Williams Hodgkins

Nays: Mayor Geoffrey Jacobs

PASSED 2-1 on a recorded vote

11 NEW BUSINESS

1. Police Coverage - Town Manager Jimenez

11 PEMBROKE PARK POLICE OFFICERS WERE SWORN IN.

2. Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance - Town Attorney Anderson

Moved by Clerk Commissioner Williams Hodgkins
Seconded by Mayor Geoffrey Jacobs

MOTION TO APPROVE LAW ENFORCEMENT MUTUAL AID AGREEMENT

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

PASSED 3-0 on a recorded vote

3. Police Uniforms - Interim Police Chief Howard

Moved by Vice Mayor Reynold Dieuville
Seconded by Clerk Commissioner Williams Hodgkins

MOTION TO APPROVE POLICE UNIFORMS

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

PASSED 3-0 on a recorded vote

4. BVP Grant for purchase of ballistic vests for our officers - Interim Police Chief Howard

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

MOTION TO PURCHASE BALLISTIC VESTS FOR THE OFFICERS

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

PASSED 3-0 on a recorded vote

- 5.** First Amendment To RFP 19-02 Disaster Debris Removal Agreement With All Vendors - Public Services Director Clark

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

MOTION TO APPROVE FIRST AMENDMENT TO THE RFP 19-02 DEBRIS REMOVAL

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

PASSED 3-0 on a recorded vote

- 6.** WORKSHOP ITEM 15.12 TOWN HARDENING

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

MOTION TO TABLE ITEM

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

PASSED 3-0 on a recorded vote

- 7.** OCTOBER MEETING'S

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

MOTION TO HOLD THE NEXT REGULAR MEETING ON OCTOBER 15TH AT 10AM

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

PASSED 3-0 on a recorded vote

- 12 ATTORNEY COMMENTS**
NONE

- 13 TOWN MANAGER COMMENTS**
NONE

14 COMMISSIONER COMMENTS

NONE

15 ANNOUNCEMENTS

NONE

16 ADJOURNMENT

WITH NO FURTHER BUSINESS TO DISCUSS, MEETING ADJOURNED AT 6:59PM

Commission approved on: _____

ATTEST:

Marlen D. Martell, Town Clerk

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

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

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

AGENDA ITEM REPORT



To:

Subject: Janitorial services for Town Hall - Clean Space Inc.

Meeting: 09 28 2022 DRAFT WORKSHOP COMMISSION MEETING - Sep 28 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

We currently have a month to month contract with Clean Space. They are proposing a new two-year contract.

FINANCIAL IMPACT:

The monthly amount will increase to \$1,950.00

Annually \$23,400.00

RECOMMENDATION:

We are recommending approval of the contract with Clean Space.

ATTACHMENTS:

[1675 001](#)

[1673 001](#)

[1674 001](#)

	Status:
Myriam Jacques, Deputy Public Services Director	Approved - Sep 21 2022
Robert Clark, Public Services Director	Approved - Sep 21 2022
Roy Brown, Finance & Budget Director	Approved - Sep 21 2022
Melissa Anderson, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



PROPOSAL

Date: 07/22/2022

3764 NW 124th Avenue | Coral Springs, FL 33065 | 1.800.499.0116 | Fax 561.807.2410 | CleanSpaceOnline.com

FACILITY LOCATION

FACILITY: The Town of Pembroke Park
 CLIENT: Stephanie Woodbury
 ADDRESS: 3150 SW 52nd Ave
 Pembroke Park, FL

PHONE: _____
 EMAIL: _____
 FAX: _____

DESCRIPTION

SERVICED AREAS

- A. General Offices
- B. All Restrooms
- C. Fitness Center
- D. Main Lobby
- E. Elevators
- F. Emergency Stairwells

PRICING SCOPE – OPTION A

- **(2) Uniformed Clean Space Team Members**
 (Embroidered with Clean Space logo navy blue polo style shirt, khakis pants, Clean Space Photo ID)

CLEAN SPACE STAFF	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL HOURS
HOUSEKEEPER 1	6:30pm to 9:30pm	6:30pm to 9:00pm	6:30pm to 9:00pm	6:30pm to 9:00pm	6:30pm to 9:00pm	OFF	OFF	12.5
HOUSEKEEPER 2	6:30pm to 9:00pm	6:30pm to 9:00pm	6:30pm to 9:00pm	6:30pm to 9:00pm	6:30pm to 9:00pm	OFF	OFF	12.5
							WEEK TOTAL HOURS	25

- **Includes All Cleaning Agents and Specialty Cleaning Equipment Such As:**
 (Janitorial carts, buckets, moping sets, brooms, color-coded microfiber rags, microfiber string mops, extensions poles for high dusting, commercial grade vacuums)
- **Carpet Cleaning for Floors 1,2,3**
 (Hot water extraction carpet cleaning for floors 1,2,3. Service will be provided 2X per year)
- **Strip and Wax for Floors 1,2,3**
 (Strip and wax floors 1,2,3 and apply 6 coats of wax. Service will be provided 1 X per year)
- **Consumable Supplies Such as: Toilet paper, Paper Towels, Hand Soap, Trash Bags**
 (Pembroke park to supply consumable supplies, we may order, deliver, and restock and **billed separately**)
- **Bi-Weekly Detailed Inspections via Clean Space Swept Facility Management System:**
 (Exclusive Clean Space supervisor walks facility and provides via email detailed PDF inspection reports)



\$1,950.00 p/ month
Tax Included

Want to learn more about all our additional services? Visit us online @ www.cleanspaceonline.com or call for more information.

THE TOWN OF PEMBROKE PARK SERVICE SPECIFICATIONS

SERVICED AREAS

A	General Office	D	Main Lobby
B	All Restrooms	E	Elevators
C	Fitness Center	F	Emergency Stairwells

Clean Space staff will be provided with a detailed task list, listing the cleaning frequencies of each of the areas mentioned below. Customer may review and make changes at any time, as long as it does not alter Clean Space cost of operations.

A. General Office

- Remove trash and replace bags
- Sweep, mop floors, vacuum rugs
- Dust all horizontal surfaces including furniture, windows sills, blinds
- Wipe main access glass doors inside and outside

B. All Restrooms

- Remove trash and replace bags
- Restock consumable supplies
- Clean and sanitize toilets, sinks, faucet, counters, urinals and partitions
- Sweep and mop floors
- Wipe consumable receptacles
- Wipe A/C and exhaust vents
- Wipe restroom main door

C. Fitness Center

- Remove trash and replace liners
- Wipe exercise equipment with disinfectant
- Wipe all mirrors and windows interior
- Vacuum and mop hard surface floors
- Wipe light switches and door handles
- Polish bright work stainless steel surfaces
- Dust all horizontal surfaces including, ceiling fans, window sills, blinds

D. Main Lobby

- Remove trash and replace bags
- Sweep, mop floors, vacuum rugs
- Dust all horizontal surfaces including furniture, windows sills, blinds
- Wipe main access glass doors inside and outside
- Clean elevators inside and outside including walls, tracks and frames

E. Elevators

- Sweep and mop floors
- Vacuum tracks
- Wipe elevator walls, tracks and frames

F. Emergency Stairwells

- Sweep and mop floors
- Wipe hand railings

Want to learn more about all our additional services? Visit us online @ www.cleanspaceonline.com or call for more information.

ADDITIONAL SERVICES INCLUDED

1. Clean Space Swept Facility Management System

- Dedicated APP to manage your location
- Cleaners will punch in and out thru their smart phones, facility will have a GPS enabled geofence to ensure cleaner is on site when punching in or out
- Cleaners request cleaning supplies via application, they are updated in real time when supplies are delivered, customer may view reports of items sent by item and date
- Individuals cleaning instructions are uploaded into our application which then can be translated into 10 different languages, our cleaners always have their cleaning instructions with them
- Dedicated customer dashboard to submit work order or issues, supervisors respond in real time
- Supervisors perform detailed inspections which then are sent via email in PDF formats to the assigned facility director for review. Reports contain comments, cleaning levels and pictures

Want to learn more about all of our additional services? Visit us online @ www.cleanspaceonline.com or call for more information.

THE TOWN OF PEMBROKE PARK SERVICE SPECIFICATIONS

Special Services

Carpet cleaning services – *Included 2X per year*

VCT strip and wax – Included 1X per year

Tile and grout cleaning – \$0.30 per square feet

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 5 days per week. The cleaning crew will observe holidays observed by the customer. Clean Space Incorporated is prepared to adapt this work schedule to coincide with the needs and requests of the customer, provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Payment policy is net 30 days, unless requested differently by client.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

CLEAN SPACE, INC will furnish all general cleaning agents such as: glass cleaners, disinfectants, furniture polisher, etc.
will furnish all consumable supplies such as: paper towels, plastic liners and soap products.

Equipment

Clean Space, Inc. will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Clean Space, Inc. will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Clean Space, Inc. will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

Employee Status

Personnel supplied by Clean Space, Inc. are deemed employees of Clean Space Incorporated and will not for any purpose be considered employees or agents of the customer.

Term

The term of this contract shall be for a period of (2) two years, unless requested otherwise by customer.

Cancellation

This agreement may be terminated or canceled at any time with a written 30 day notice to Clean Space, Inc. All equipment and consumable supplies that are furnished by Clean Space, Inc. will be deemed property of Clean Space and will be collected on the last day of service.

Agreement

This Agreement ("this Agreement") is made and entered into as of _____, 20____, by and between Clean Space Inc DBA Kelly Janitorial Systems Inc, with its principal place of business located at 3764 NW 124th Avenue, Coral Springs Florida 33065, and The Town of Pembroke Park with its principal business location at 3150 SW 52nd Ave , Pembroke Park FL.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Clean Space Inc.

The Town of Pembroke Park

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

Want to learn more about all our additional services? Visit us online @ www.cleanspaceonline.com or call for more information.



8/3/2022

Total Cleaning Bidding Summary



Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park, FL 33023
(954)966-4600

Attention: Stephanie Woodbury

Tel: 954-520-1649

Email: swoodbury@townofpembrokepark.com

Presented by:

Todd Wolf



8/3/2022

Workload Specifications

Town of Pembroke Park

Description	Service Days
Area: 3rd Floor Common Area	
Empty the trash into the trash cart. Replace the liners if they are torn or soiled.	Daily
Dust mop all hard surface floors with treated dust mop.	Monthly
Wet mop entire area.	Monthly
Description	Service Days
Area: Hallways / Entrance	
Empty the trash into the trash cart. Replace the liners if they are torn or soiled.	Daily
Spot clean all metal elevator doors and threshold plates.	Daily
Clean and polish elevator bright work.	Daily
Completely clean and damp mop hard floor elevator.	Daily
Description	Service Days
Area: Fitness Center	
Empty the trash into the trash cart. Replace the liners if they are torn or soiled.	Daily
Damp wipe and sanitize gym mats positioned on gym floor.	Daily
Dust and polish wall mounted light fixtures.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Wet mop entire area.	Daily
Description	Service Days
Area: Kitchen / Break Room Area	
Empty the trash into the trash cart. Replace the liners if they are torn or soiled.	Daily
Clean all microwaves, and damp wipe counter top and sink.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Wipe clean all tables and chairs	Daily
Wet mop entire area.	Daily
Dust high and low areas within normal reach.	Daily
Clean all baseboards and AC Vents	Monthly
Clean refrigerators and remove contents as per customers request.	Monthly



8/3/2022

Description	Service Days
Area: Offices	
Empty the trash into the trash cart. Replace the liners if they are torn or soiled.	Daily
Fully vacuum all carpets from wall to wall.	Daily
Dust mop and wet mop all hard surface floors with treated dust mop.	Daily
Dust high and low areas within normal reach.	Daily
Using an approved spotter, remove spots from walls, light switches, furniture and doors.	Weekly
Wipe clean all baseboards and a/c vents	Semi-Monthly

Description	Service Days
Area: Restrooms	
Dust low areas and high areas which are within normal reach.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Wet mop entire area.	Daily
Clean and sanitize all restroom fixtures, clean mirrors, wipe all counters and refill dispensers.	Daily
Empty the trash into the trash cart. Replace the liners if they are torn or soiled.	Daily
Damp wipe restrooms partitions on both sides	Daily
Clean and disinfect showers.	Weekly
Spot clean all doors glass removing fingerprints.	Weekly
Wash exterior lockers, using germicidal cleaner.	Weekly
Wash the ceramic tiles walls by hand.	Weekly
Clean all baseboards.	Weekly
Dust a/c louvers.	Monthly



8/3/2022

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park, FL 33023
(954)966-4600

Attention: Stephanie Woodbury
Tel: 954-520-1649

Email: swoodbury@townofpembrokepark.com

Price Summary

Janitorial Staff to provide Comprehensive Janitorial & Sanitization Services to protect the appearance, health & safety of the Town of Pembroke Park.

Our Teams treat the facility as their own and perform visual inspections and communicate daily to share areas of need or opportunities to help protect your Team and your Clients.

You will have daily Communication capabilities, a well-trained, uniformed staff to address your specific pain points, a supervisor assigned to manage the Crew and an Area Manager to answer to you directly!

Janitorial Professional Services	Pricing Per month
5 Days Per Week, Starting at 5PM	\$4,379.00 Per Month
Supplies	\$1,000 Per Month _____ Initial
Floor Stripping and Waxing VCT (Based Upon 2,500 Square Feet of VCT)	\$1,200 Per Service _____ Initial



8/3/2022

Engaged Experienced Motivated Uniformed Staff and Supervision Cleaning Chemicals, PPE & Equipment	Included
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Additional Services: Estimates provided upon request.

- Expert Handyman Services
- Professional Carpet Cleaning and Extraction
- Floor Stripping and Refinishing
- Tile, Marble and Grout Cleaning & Sealing
- Pressure Washing and Window Cleaning
- Disinfection Porter Service



JAN-PRO OF SOUTHEAST FLORIDA



Proudly representing independently owned and operated JAN-PRO Cleaning & Disinfecting™ franchisees.

Dear Stephanie Woodbury,

It is our privilege to submit a formal cleaning proposal for your review today. In situations like this, every vendor wants to showcase their services and JAN-PRO Cleaning & Disinfecting is no exception. What we hope will serve to differentiate our proposal today are the customer benefits that make JAN-PRO Cleaning & Disinfecting a uniquely better cleaning partner for the over 35,000 global clients that are served every day.

In the initial meeting, we identified the following areas of concern regarding your current cleaning program. JAN-PRO Cleaning & Disinfecting franchisees will make sure the following items receive special attention:

- Regular communication with your business owner
- Attention to the floors
- Complete restroom cleaning

Whether you judge by reputation, franchise owner commitment, the unique cleaning processes themselves or by the written service guarantee, we know you will find JAN-PRO Cleaning & Disinfecting to be a worthy service partner for your organization and look forward to addressing any additional questions you may have.

Yours Sincerely,

Mario Bermudez
Business Consultant
Jan-Pro of Southeast Florida
O: 954-633-7064
C: 305-542-8019
Email: mario.bermudez@jan-pro.com
Address: 1820 NE 163rd Street, Suite 203, North Miami Beach, FL 33162

Proudly representing independently owned and operated
JAN-PRO Cleaning & Disinfecting™ franchisees

Cleaning and disinfecting services provided by independently owned and operated Jan-Pro Cleaning & Disinfecting franchisees.

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ABOUT US



Measurable Cleaning. Guaranteed Results.®

Since 1991, JAN-PRO Cleaning & Disinfecting has paved the way in commercial cleaning. Trust, reliability, innovation, and leadership are the core of who we are, and that's how we've become a proven, global brand with the best support and expertise in the business.

JAN-PRO Cleaning & Disinfecting leads the commercial cleaning industry through:

- Lasting client relationships
- Quality service guarantee
- Stable, reliable cleaning owner-operators
- Extensive certification program
- Best-in-class cleaning process
- Efficient, eco-friendly technology
- Innovative products & equipment
- Performance evaluation & reporting

We're committed to the deepest, most trustworthy partnerships in commercial cleaning...

So don't let the dirty work keep you from running your business. Trust JAN-PRO Cleaning & Disinfecting for a consistent clean from the same reliable owner-operators every time – guaranteed.

At JAN-PRO Cleaning & Disinfecting, we mean clean.

THE RIGHT COMMERCIAL CLEANING PARTNER

At JAN-PRO Cleaning & Disinfecting, our reputation sets us apart. We're proud of the relationships we've built and the accomplishments we've achieved:

- #1 Commercial Cleaning Franchise in 2021 for 13 straight years by *Entrepreneur* magazine
- #1 Fastest-Growing Franchise in 2021 by *Entrepreneur* magazine
- #2 Fastest-Growing Franchise in 2020 by *Entrepreneur* magazine
- Ranked as a Top Global Franchise in 2020 for 8 years in a row by *Entrepreneur* magazine
- Ranked as a Top 200 Franchise in 2018 and for 9 years by *Franchise Business Review* magazine
- Top 100 Global Franchises for 2018 by *Franchise Direct*
- Ranked as a Top Franchise for Veterans in 2020 by *Entrepreneur* magazine

JAN-PRO Systems International was founded in 1991 by a veteran. We created our VetConnectionSM program to serve those who have served our country:

- The VetConnectionSM program is the 1st franchise commercial cleaning program designed specifically around veterans' needs, including veteran discounts and additional incentives on equipment and supplies.
- The VetConnectionSM program helps put veterans in business where they can apply their team skills and other disciplines.

As a leader in our industry, we're committed to advancing the leaders of tomorrow through the JAN-PRO Your Family First Scholarship[®] program:

- The JAN-PRO Your Family First Scholarship[®] program has awarded over \$350,000 in scholarships to almost 250 students.
- Through our partnership with Scholarship America, the nation's leading nonprofit scholarship and educational support organization, we help fund college tuition for eligible JAN-PRO Systems International candidates.



2018 Franchisee
Satisfaction Awards
FranchiseBusinessREVIEW

VetConnectionSM
JAN-PRO ★ YOUR NEXT MISSION



JAN-PRO CLEANING AND DISINFECTING GUARANTEE



Every commercial cleaning company promises great service – But only JAN-PRO Cleaning & Disinfecting guarantees it.

The JAN-PRO Cleaning & Disinfecting Guarantee reflects our commitment to the best certification, newest technology, most measurable results, and highest quality commercial cleaning service available.

Cleaning franchisees promise to:

- Complete all regularly scheduled cleaning commitments on time
- Respond to and promptly resolve any service issues within 1 business day
- Schedule a complimentary cleaning if either of these obligations are not met

Trusted. Clean. Guaranteed.



OUR PROCESS



The process is simple: Trusted + Clean = Guaranteed.

The JAN-PRO Cleaning & Disinfecting Process is designed to guarantee customer satisfaction through quality, technology, and measurement for a consistent clean from the same reliable cleaning franchisees — every time.

STEP 1:

JAN-PRO Signature Clean® Services = Quality Commitment

Every cleaning franchisee goes through an in depth brand standard certification program which includes:

- How to work safely in public areas
- How to maintain bacteria-free surfaces
- How to work faster & greener
- How to dust offices without disturbing them
- The importance of chemical dwell time
- Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Cleaning franchisees are uniformed, bonded, and insured — so you can trust the job will be done safely and professionally.

OUR PROCESS (cont.)

STEP 2:

JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. JAN-PRO Cleaning & Disinfecting delivers quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.97% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- The best safety equipment available

STEP 3:

JAN-PRO Tracker® Audits = Quality Measured

JAN-PRO Cleaning & Disinfecting franchisees use the JAN-PRO Tracker audit to routinely check their work and benchmark their results:

- First, your cleaning needs are assessed so cleaning franchisees can decide where to focus their expertise.
- After the initial period (usually 30 days), a brand standard audit is conducted on your property using a 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the audits continue on a regular schedule.



ENVIROSHIELD®

Put JAN-PRO's EnviroShield® system to work for you!

At JAN-PRO Cleaning & Disinfecting, we've paved the way in commercial cleaning since 1991 – thanks in part to innovative technology like our proprietary EnviroShield® system which provides disinfection with an eco-friendly, hospital-grade disinfections that other systems can't reach.



How It Works

- The EnviroShield® system uses a disinfectant that is EPA-rated as the safest in its class while being powerful enough to kill 99.9% of harmful bacteria, viruses, and fungi.
- EnviroShield® equipment features an electrostatic nozzle designed for specific areas and applications.
- Electrostatic technology applies a positive charge to microscopic droplets, ensuring 100% surface contact.
- The positive charge causes the disinfectant to cling to and fully cover every surface it touches – thus providing disinfection.

Why It Works

- EnviroShield®'s disinfectant is safe enough for everyday use and won't cause skin, eye, or respiratory issues when used as directed.
- It is environmentally-friendly, and won't leave behind any residue or odor.
- The unique sprayer allows us to treat areas and surfaces other cleaning systems can't reach.



60% of illnesses that result in absence from work are contracted from equipment in the office.



The level of bacteria on an elevator button is **3x higher** than the amount found on public toilet seats.



Desks are **100x less** hygienic than the average kitchen table yet **60%** eat at their desk.

The typical worker's hands come in contact with 10 million bacteria per day. JAN-PRO's EnviroShield® system protects you from 99.9% of them.



32% of people admit to not washing their hands after using the restroom.



Touching a hand rail is like shaking hands with **10,000 people**.



Nearly **22 million** school days are lost each year due to the common cold.

SCOPE OF WORK

NIGHTLY	
ENTRANCES – RECEPTION AREA – HALLWAYS – OFFICES CONFERENCE ROOMS – COMMON AREAS – ELEVATORS	• Dust horizontal surfaces of desks, credenzas, tables, filing cabinets. (Jan-Pro will not move any • paperwork, picture frames and/or other objects) • Spot clean horizontal surfaces for removal of spillage, marks, and rings. • Empty all trash and recycling receptacles and remove to a collection point. Replace liners as • necessary. • Clean fingerprints and smudges from entrance glass and entry doors. • Spot clean fingerprints and smudges from glass door • Sweep and mop all hard surface floors. • Vacuum all carpeted area walkways. • Disinfect all light switches, doorknobs and push plates. •
BREAK ROOMS	• Dust mop hard surface flooring to remove dirt and debris. • Damp mop hard surface flooring with a disinfectant and rinse. • Wipe down all counters, chairs and tables with a disinfectant. • Clean and disinfect sinks and back splash areas. • Wipe down exterior of appliances. • Dust all accessible horizontal surfaces/ Restock paper supplies as needed. • Remove all trash to collection point and replace liners. • Wet wipe all cabinets, doors and drawer fronts to remove grease and grime. • Clean and disinfect interior and exterior of all microwave ovens
RESTROOMS	• Empty trash receptacles and wash, if necessary. • Empty sanitary napkin receptacle and spray with a disinfectant. • Disinfect door handles, partition handles, and light switches. • Clean all dispensers, mirrors, and fixtures. • Clean and disinfect sinks, toilets, toilet seats and urinals. • Spot clean walls and partitions to remove smudges and marks. • Restock all paper products and hand soap. • Sweep and mop floor with disinfectant.

SCOPE OF WORK (cont.)

WEEKLY	
ALL AREAS	• Thoroughly dust all horizontal surfaces of office furniture, including desks, computer monitors, • tables, file cabinets, windowsills, and wall hangings. • Disinfect all light switches, doorknobs and push plates. • Wipe clean and disinfect all telephone receivers and dust the bases. • Vacuum all carpeted areas moving all chairs on wheels. • Sweep all stairwells and disinfect handrails • Wipe clean exercise machines. • Thoroughly mop all hard surface floors.
BREAK ROOMS	• Dust vertical surfaces.
RESTROOMS	• Clean and sanitize the outside of trash receptacles and dispensers. • Polish all dispensers, mirrors, and bright work. • High dust tops of doors, partitions, mirrors, and air vents. • Clean and sanitize restroom partitions and walls around toilets and urinals.

MONTHLY	
All Areas	• Thoroughly dust all vertical surfaces of office furniture, including desks, tables, chairs, file cabinets. • High dusting of air vents, tops of doors, door frames, ceiling corners, and edges. • Dust all baseboards & window blinds • Vacuum all carpeted areas wall to wall and behind doors.
Breakroom	• Clean and disinfect interior and exterior of refrigerators. (Customer must clear the inside of the refrigerator) • Wipe exterior of cabinets and appliances with hospital grade disinfectant

ADDITIONAL NOTES:

- Clean and thoroughly disinfect all restrooms.
- Disinfect all light switches, doorknobs, push plates, elevator buttons (if any) and handrails (if any).
- Attention to the windowsills and dusting.
- 1st Floor Garage area is not included
- 2nd floor- File room and some offices used as storage are not included
- 3rd floor offices right side of lobby are not included

ADDITIONAL SERVICES UPON REQUEST

CARPET	• Spot removal • Carpet cleaning
HARD SURFACE FLOORS	• Burnishing • Top scrub and refinish (wax) • Strip and wax • Ceramic Tile Scrub
UPHOLSTERY AND WORKSTATIONS	• Vacuum partitions • Spot removal • Extraction cleaning
WINDOWS	• Inside and outside (ground floor only)
LIGHTING	• Cleaning lights and light fixtures • Replacing bulbs
PROCUREMENT OF SUPPLIES	• Paper products • Hand soap • Trashcan liners • Dispensers and containers • Other consumable supplies
ENVIROSHIELD	• \$0.00 each SNIPER application for all areas • \$0.00 each ENDURE application for all areas

CLEANING AGREEMENT

1. This Agreement is made with **Town of Pembroke Park** ("CLIENT"), for the purposes of outlining the general terms and conditions under which a Jan-Pro Cleaning & Disinfecting business ("SERVICE PROVIDER") identified by **JAN-PRO Franchise Development of Southeast Florida** ("SERVICE COORDINATOR") will provide services to CLIENT at the location identified in **Exhibit A** of this Agreement. **SERVICE PROVIDER** is the certified franchise business owner authorized to provide services under the Jan-Pro Cleaning & Disinfecting Brand identified by **SERVICE COORDINATOR**.
2. **SERVICE PROVIDER** has contracted with **SERVICE COORDINATOR** to provide certain administrative and support services, including invoicing and collection for services provided by **SERVICE PROVIDER**, and other account coordination services.
3. Services. **SERVICE PROVIDER** will provide the recurring services requested by **CLIENT** per the cleaning schedule and at the frequencies requested by **CLIENT** as set forth in **Exhibit A**. **SERVICE PROVIDER** may provide additional services on a per occurrence basis upon **CLIENT** request at rates set forth in this Agreement or otherwise negotiated.
4. Supplies. **SERVICE PROVIDER** will provide all tools and equipment itself, as well as all chemicals, cleaning supplies and labor to perform the services requested by **CLIENT**. **SERVICE PROVIDER** shall supervise its own personnel, and also follow the reasonable and lawful instructions of **CLIENT** for any specific matters that need to be addressed at the cleaning site(s). **CLIENT** will provide all kitchen and/or restroom paper products, hand soap, trash can liners, and other consumables.
5. Payment Terms. **CLIENT** will be invoiced the 1st day of each month for the recurring services, with payment terms **Net 10**. All additional services are invoiced as incurred, with payment terms **Net 10**. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts over 60 days. **SERVICE PROVIDER** hereby directs that **CLIENT** pay invoices for services delivered by **SERVICE PROVIDER** to **SERVICE COORDINATOR**.
6. Term of Agreement. This Agreement begins on the first date of service specified in **Exhibit A** and continues for a period of 1 year. This Agreement automatically renews for a period of 1 year at the end of the then current term, unless either party gives written notice of nonrenewal at least 30 days before the expiration date. Rates for Services will be fixed for the first twelve (12) months of this Agreement. Thereafter, on each anniversary date and with mutual consent, service rates may increase by 3%.
7. Service Excellence. **SERVICE PROVIDER** has contracted with **SERVICE COORDINATOR** to facilitate communication of service-related issues to **SERVICE PROVIDER** and **SERVICE COORDINATOR** also monitors service-related issues for the purpose of ensuring protection of the Jan-Pro brand and adherence to brand standards for use of the Jan-Pro brand.
8. Termination and Transfer of Service. This Agreement may be terminated by **CLIENT** for non-performance of services only. **CLIENT** must provide written notice to **SERVICE COORDINATOR** specifying in detail the nature of any non-performance. **SERVICE PROVIDER** will have 5 working days to cure a specific issue or 30 working days to cure a claim of general non-performance. If **SERVICE PROVIDER** is unable to cure, the **CLIENT** may request, in writing to the **SERVICE COORDINATOR**, that the **SERVICE COORDINATOR** find a replacement **SERVICE PROVIDER**. **SERVICE COORDINATOR** will work with **SERVICE PROVIDER** and **CLIENT** to transfer the account to a new **SERVICE PROVIDER**. If despite these efforts, **CLIENT** elects to terminate for non-performance, **CLIENT** will so notify the **SERVICE COORDINATOR** and **SERVICE PROVIDER** in writing, and this Agreement will terminate 30 days after the date of the notice. If **SERVICE PROVIDER** and/or **CLIENT** desire to transfer service to a replacement **SERVICE PROVIDER** (even where there is no uncured non-performance), **SERVICE COORDINATOR** will work with **SERVICE PROVIDER** and **CLIENT** to transfer the account to a new **SERVICE PROVIDER**. All written notices must be timely and by overnight courier and e-mail.
9. Solicitation. **CLIENT** agrees that during the term of this Agreement and for 90 days after the expiration or termination of this Agreement, **CLIENT** will not solicit for services or employment (whether directly or indirectly) any **SERVICE PROVIDER** owner or employee of **SERVICE PROVIDER** who provided services to **CLIENT** hereunder or any employee of **SERVICE COORDINATOR**, unless services are provided under the Jan-Pro Cleaning & Disinfecting brand.
10. Payment Default. If **CLIENT** fails to make payment under this Agreement, the **SERVICE COORDINATOR** will provide written notice of delinquency to **CLIENT**. **CLIENT** will have 10 days from the date of such notice to cure by remitting all outstanding balances. If **CLIENT** fails to timely pay for services, services may be suspended. If **CLIENT** fails to timely cure nonpayment after notice of delinquency, service may be terminated without further notice. Termination on such grounds shall not relieve **CLIENT** of its obligation to pay for services rendered up to and including the date of termination or earlier suspension of services. If **CLIENT** breaches this Agreement by non-payment, **CLIENT** shall be responsible for reimbursing

SERVICE PROVIDER for all costs of enforcing **CLIENT'S** obligations hereunder, including without limitation, lost profits and/or revenues, costs and expenses of collection, reasonable attorney fees, paralegal fees, and collection agency fees, if any. **SERVICE PROVIDER** may contract with **SERVICE COORDINATOR** to provide collection services, the fees for which **CLIENT** will be responsible for as set forth above.

11. **Holidays.** **CLIENT** agrees that it will not require services of **SERVICE PROVIDER** on certain federally recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas; *provided however*, that if **CLIENT** requests Service Provider to provide services on such holidays, **SERVICE PROVIDER** has the sole discretion as to whether **SERVICE PROVIDER** and/or its employees will provide services, without any claim of breach hereunder if **SERVICE PROVIDER** declines. **SERVICE PROVIDER** will require an additional fee to provide services on the identified holidays in the event it decides to provide services on those days.
12. **Insurance.** **CLIENT'S** insurance requirements shall be satisfied by way of **SERVICE PROVIDER** maintaining commercial general liability insurance of at least \$1,000,000 per occurrence, \$2,000,000 in the aggregate, automobile liability coverage of at least \$1,000,000, and janitorial bonding of at least \$50,000, and workers compensation as required by state statute.
13. **Limitation of Damages.** In no event shall either party, or its directors, employees, partners, agents, suppliers, franchisor or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from the services provided by **SERVICE PROVIDER** or the conduct of **SERVICE PROVIDER**. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF **SERVICE PROVIDER**, ARISING OUT OF OR RELATING TO THE CLIENTS RECEIPT OF THE SERVICES TO BE PROVIDED HEREIN EXCEED ANY COMPENSATION CLIENT PAID TO **SERVICE PROVIDER** (OR ITS DESIGNEE – INCLUDING **SERVICE COORDINATOR**) FOR PROVIDING THE SERVICES DESCRIBED HEREIN DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.
14. **Choice of Law.** **SERVICE COORDINATOR** and **CLIENT** mutually agree that this Agreement shall be interpreted under the laws of the State Florida, and that any civil action regarding this Agreement (be it filed by **CLIENT** or **SERVICE PROVIDER**) shall only be filed in the District or Circuit Courts of Miami-Dade or Broward County, Florida.
15. **Entire Agreement.** **SERVICE COORDINATOR** and **CLIENT** agree that this Agreement constitutes the full, complete, and entire understanding and agreement among them concerning their obligations and related matters discussed herein, and supersedes any and all prior negotiations, understandings or agreements. Except as otherwise specifically provided herein, any and all prior understandings and agreements between **SERVICE COORDINATOR** and **CLIENT**, with respect to the subject matter of this Agreement, are merged into this Agreement.



SIGNED AND AGREED TO BY:

CLIENT: Town of Pembroke Park

By: _____

Name: _____

Title: _____

Date: _____

Address for notices:

Jan-Pro of Southeast Florida, acting solely as a service coordinator representing a JAN-PRO Cleaning & Disinfecting Certified Business Owner and as a duly authorized exclusive regional provider of administrative and support services under the Jan-Pro Franchise Development brand

By: _____

Name: Mario Bermudez

Title: Business Consultant

Date: _____

Address for notices:

**1820 NE 163rd Street, Suite 203,
North Miami Beach, FL 33162
P: 954-633-7064
F: 954-678-6024
Email: seflorida@jan-pro.com**



Exhibit A- Town of Pembroke Park
Locations, Scope, Frequency and Cost of Services*

DATE OF FIRST SERVICE:

SERVICE LOCATION: 3150 SW 52nd Ave Pembroke Park, FL 33023

SCOPE OF WORK: SEE ATTACHED

FREQUENCY: 5 days per week

PRICE OF SERVICES: \$6,441.90 (Tax not included)

REGULAR SERVICE	PRICE PER MONTH*
Option 1	\$6,441.90 (Tax not included)

- ☐ Client requests that the Jan-Pro Certified Business Owner and its employees wear Jan-Pro branded uniforms while on Client's premises.
- ☐ Client requests that the Jan-Pro Certified Business Owner and its employees wear identification badges while on Client's premises.

* **Note that if the information provided by Client on square footage, scope or frequency of service differs from Certified Business Owner's expectations or is inaccurate in any way, Service Provider, either itself or by and through the Company shall have the sole and exclusive right to align expectations and correct any such inaccuracies, even after this Agreement is signed, and without claim of breach by Client.**

* **If at any time there are: 1) changes mandated by law in required wages or other welfare and benefits for SERVICE PROVIDER employees; 2) changes in other regulatory requirements; 3) cost of goods increases; and/or 4) other cost increases outside the control of SERVICE PROVIDER (individually and collectively, a "Cost Escalation Event") that collectively increase the cost for Service Provider to provide services in excess of 3% when annualized then SERVICE PROVIDER may increase invoiced rates/prices by the amount necessary to cover the Cost Escalation Event.**

AGENDA ITEM REPORT



To:

Subject: GIS phase three for Public Works.

Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022

Department: Public Works

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is the Last phase in our GIS projects with Interdev. They have been the company working on the first two phases.

GIS layers for the following assets will be updated

- o Stormwater Conveyances
- o Stormwater Structures
- o Fire Hydrants
- o Sanitary Sewer Lift Stations
- o Sanitary Sewer Lines
- ☐ Interactive Utilities Map
- ☐ Mobile application or web interface for field crews to use for capture of additional assets in GIS

FINANCIAL IMPACT:

The total is \$ 44,928.00 This is a budgeted item. We are already under contract with Interdev this is just a continuation of services.

RECOMMENDATION:

Move ahead with phase three for Public Works.

ATTACHMENTS:

[InterDev Quote - GIS Project Services \(Public Works\) - Pembroke Park](#)

Alpharetta (Global)

900 Holcomb Woods Parkway
Roswell, GA 30076
7706434400
www.interdev.com



We have prepared a quote for you

GIS Project Services - Public Works

QUOTE # 005343 V1

PREPARED FOR

Town of Pembroke Park

PREPARED BY

Nathan Holder

Statement of Work – GIS Activities (Phase 3)

This is a continuation of work performed by InterDev for the Town of Pembroke Park. The work outlined in this SOW is for phase three of a three phase project to build a Geographic Information System (GIS) for the Town. The focus for phase three is to build up GIS data, interactive maps, visualization tools, and systems integrations specific to the Town's Public Works department and utility networks.

InterDev will perform supplemental GIS activities for the Town of Pembroke Park's Public Works Department. This will include creating additional base layers for utilities, maintenance and cleanup of existing utilities layers, providing GIS support for field collection, maintenance and inspection activities, developing an interactive web map specifically tailored to utility functions, providing consultation and direction for integrating GIS data with third-party asset management and control systems, providing map updates, and responding to map requests.

GIS Activities (Phase 3) – Public Works

Develop Additional Utilities Layers (140 hours)

InterDev will provide layer development services to aid the town in acquiring or developing the following layers as requested by Public Works staff. Data collection methods may include, but are not limited to: digitizing features from georeferenced engineering documents or as-builts, translating CAD drawings and associated data into GIS, importing data from excel spreadsheets, etc.

Water Utility Structures

Water Utility Lines

Sanitary Sewer Lift Station Generators

Sanitary Sewer Valves

Sanitary Sewer Structures

Power Transmission Lines

Power Substations

Natural Gas Pipelines

Natural Gas Pipeline Support Structures

Miscellaneous (Additional layers and supporting data as needed)

Maintenance of Existing Utilities Layers (80 hours)

InterDev will update the layers listed below with any new infrastructure that has been installed and will work with Public Works staff to identify any data gaps or missing attribute information and bring all data sets up to an acceptable level of completeness and accuracy.

Stormwater Conveyances

Stormwater Structures

Fire Hydrants

Sanitary Sewer Lift Stations

Sanitary Sewer Lines

Interactive 'Utilities Map' (40 hours)

InterDev will develop an interactive map within ArcGIS Online that will include all utility base layers as well as additional layers needed for reference. It will also include functionality such as address search, information in pop-ups, filtering by asset types, and map printing. This interactive map will be secured with named user access and will only be accessible to specified Town staff and contractors (if applicable). Please note that depending on the number of named users that the Public Works department would like to have access to this map, it may be necessary for the Town to purchase additional licenses for ArcGIS Online. Any licensing costs incurred are payable directly to ESRI and not to InterDev.

Utilities Field Collection Support (60 hours)

InterDev will develop an end-to-end solution to allow Public Works staff the ability to go out into the field and collect infrastructure asset information and store that data digitally in GIS. This solution will allow Public Works field and office staff to view and update infrastructure information in GIS on the fly, in real-time. This will serve as the basis for future field infrastructure capabilities (within GIS), such as utilities maintenance and inspection programs. Field inspection and maintenance capabilities (within GIS) are beyond the scope of this statement of work.

Consultation and Support: GIS Integrations with Asset Management and Control Systems (96 hours)

InterDev will work with the Town and its chosen vendor(s) to provide consultation and general GIS support to assist the Town with integrating GIS layers into third-party asset management software. Scope will be limited to software that is specific to the management, maintenance, and/or inspection of utilities infrastructure. Due to the unknown nature of the capabilities of the third-party system(s), this portion of the statement of work will be strictly time and materials with a not-to-exceed number of support hours. InterDev does not guarantee a specific deliverable or end state for the block of hours specific to this portion of the statement of work.

Training (20 hours)

InterDev will provide several training sessions to staff members in the use of created layers, maps, applications, and tools to maximize the town's GIS adoption rates and improve GIS literacy.

Miscellaneous (32 hours)

Miscellaneous time reserved for project documentation, meetings, status updates, and other reporting activities, as well as any general GIS support activities for Public Works.

Services

Description	Price	Qty	Ext. Price
GIS Services GIS Services (Public Works)	\$96.00	468	\$44,928.00
Subtotal:			\$44,928.00

Notes and Assumptions

- This quote does not include any annual software subscription costs (e.g. Mosaic GIS™, ArcGIS Online).
 - InterDev will invoice separately for Mosaic GIS as outlined in the original agreement.
 - ArcGIS Online is a software-as-a-service solution provided by ESRI. Any related maintenance or subscription costs should be remitted to ESRI according to ESRI's terms and conditions.
- This is a not-to-exceed (NTE) quote. InterDev will bill the Town monthly for all services performed in the preceding month. The total cost of the project shall not exceed \$44,928 and the total amount of project hours shall not exceed 478 hours.
- Circumstances may arise which are beyond the control of InterDev and its employees which may result in the inability to fully deliver all the items listed in the scope of work. InterDev will make every reasonable effort to provide satisfactory service on all items listed in the scope of work, but makes no guarantees that all items will be fully completed within the not-to-exceed amount of hours (468 hours).

Deliverables

InterDev has outlined the following items as end-state deliverables for phase three. These items will be delivered to the Town of Pembroke Park (in the Town's ArcGIS Online portal) by the end of phase three. For all other items mentioned in the statement of work above but not specifically listed here, InterDev will make every reasonable effort to provide each item as completely and thoroughly as would be considered reasonably possible without exceeding the number of hours or cost listed as (not to exceed) above.

- GIS layers for the following assets will be updated with the best and most recently available data from a variety of sources:
 - Stormwater Conveyances
 - Stormwater Structures
 - Fire Hydrants
 - Sanitary Sewer Lift Stations
 - Sanitary Sewer Lines
- Interactive Utilities Map
- Mobile application or web interface for field crews to use for capture of additional assets in GIS
- Training guide or slides demonstrating how to use the GIS tools and functions provided

7706434400
nholder@interdev.com
www.interdev.com



GIS Project Services - Public Works



Prepared by:

Alpharetta (Global)
Nathan Holder
678-672-1508
Fax 6786721555
nholder@interdev.com

Prepared for:

Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023
Juan Jimenez
(954) 966-4600
jcjimenez@townofpembrokepark.com

Quote Information:

Quote #: 005343
Version: 1
Delivery Date: 04/01/2022
Expiration Date: 04/28/2022

Quote Summary

Description	Amount
Services	\$44,928.00
Total:	\$44,928.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Alpharetta (Global)

Town of Pembroke Park

Signature: Nathan Holder
Name: Nathan Holder
Title: Business Development Manager
Date: 04/01/2022

Signature: _____
Name: Juan Jimenez
Date: _____



GIS Services – Phase III

Town of Pembroke Park, FL

What is GIS?

- **G**eographic **I**nformation **S**ystems
- System(s) to manage, store, analyze, and display location-based data





Phase I & II Recap

How is the Town currently using GIS?

Phase I – Startup GIS Services



Focus: Infrastructure & basic data



Deliverables:

Base
Configuration
GIS Website
Town Map



Status: Complete

Phase IIa – GIS for Planning & Zoning



Focus: Planning, zoning, &
community development data



Deliverables:

Zoning, Land Use
overlays

Alcohol Licenses

Private
Development



Status: Complete

[Home Page](#) [Open Data](#) [TownMap](#) [About Us](#) [GIS Disclaimer](#) [Town Website](#)

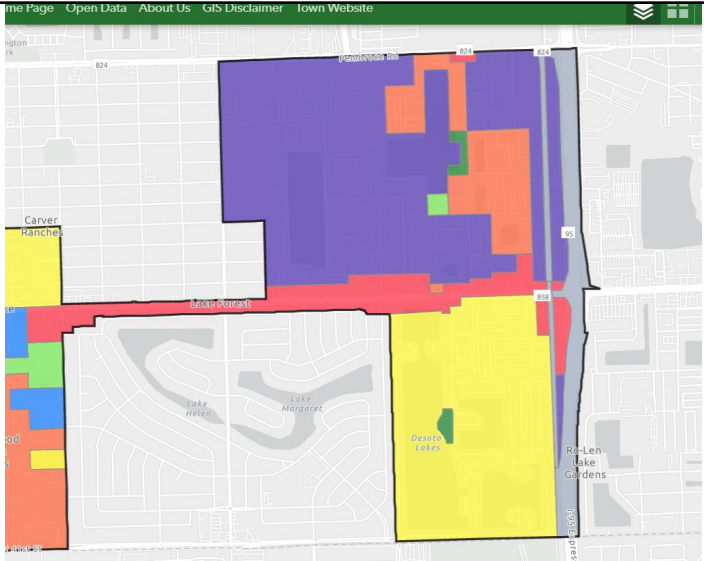
Pembroke Park GIS

Town of Pembroke Park, FL

Welcome to Pembroke Park's GIS page!

We are excited to launch Pembroke Park's Geographic Information System (GIS). A GIS is a system to manage and display location data with descriptive information. Our aim is to bring people and data together to help create a more informed community. [Click here to learn more about our efforts.](#)

Scroll for more content



[TownMap](#) [Links](#) [GIS Home Page](#) [Open Data](#) [About Us](#) [GIS Disclaimer](#) [Town Website](#)

Parcel Folio # 514230140092
Address: 3150 SW 52 Ave
Millage Code: 0613
Use Code: 89
Use Type: 03
Market Area: 05
Owner Name: TOWN OF PEMBROKE PARK
Owner Address: 3150 SW 52 AVE PEMBROKE PARK FL33023
Legal Description: 30-51-42
Acres: 1.38
[Zoom to](#)

Browse Our Interactive Maps

NEW Content

Discover how the town's boundaries have taken shape over the years (1959-present).
Click the [Pembroke Park Annexation History](#) interactive map to check it out!

Also, check out our interactive TownMap to browse our most popular data in an easy-to-use map format.

Interactive TownMap

An interactive map for the Town of Pembroke Park, FL. Explore around the map to find out more about the Town of Pembroke Park. Use the search bar to locate addresses; add overlays by clicking the check box..

Pembroke Park Annexation History

Interactive Web Application showing the change in the town's boundary for Pembroke Park, FL from 1959 to present.

Phase IIb – GIS for Police

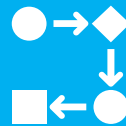


Focus: Data & interactive maps

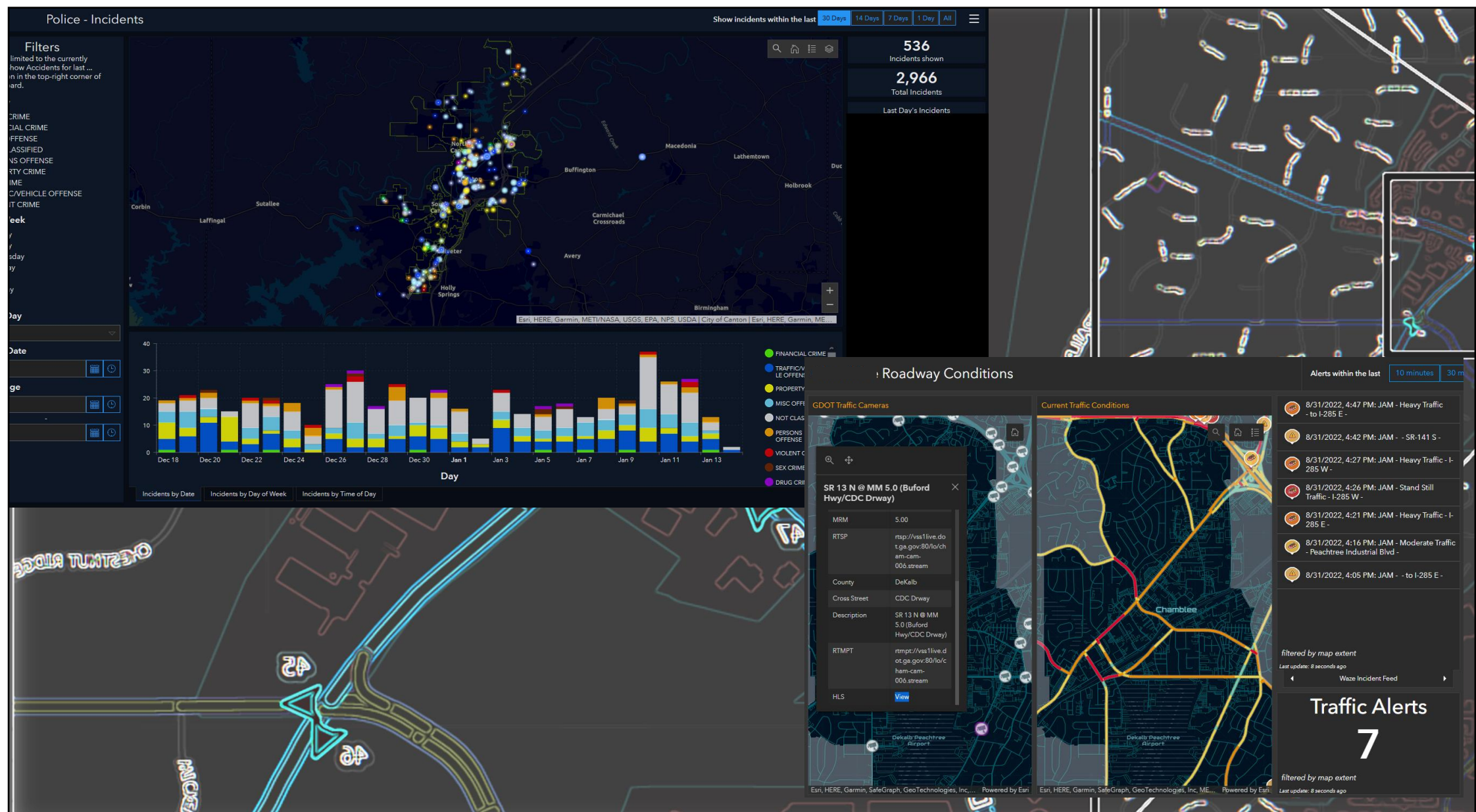


Deliverables:

RMS
Integration
Crime stats
mapping



Status: In Progress





Phase III

Phase III Objectives



Create Interactive "Utility Viewer" Map



Integrate GIS with Asset Management & Control Systems

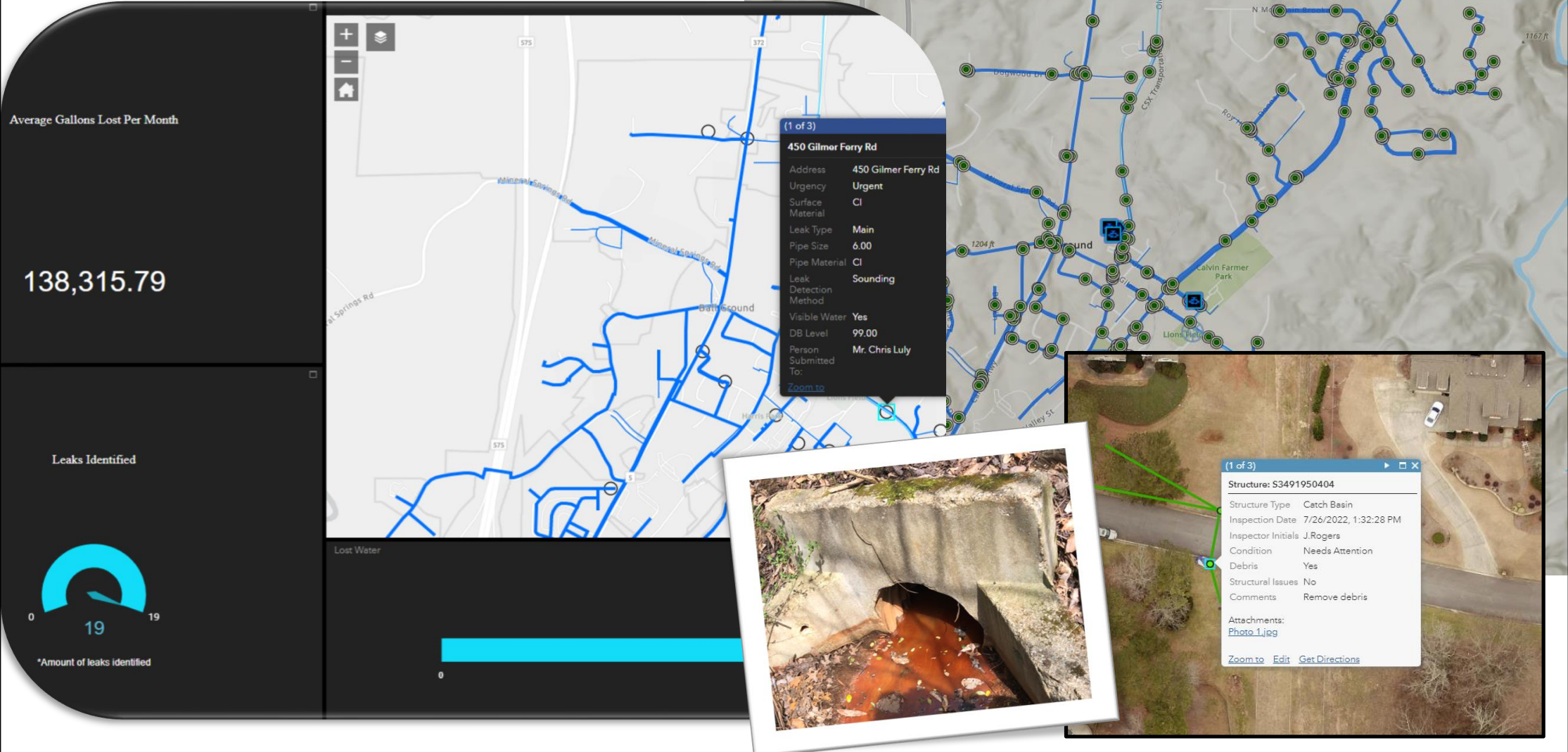


Develop Mobile Field Mapping & Data Collection Solution



Develop & Improve GIS Data for Utilities

Examples from similar projects



Questions



AGENDA ITEM REPORT



To: Police and Public Services
Subject: Towing Contract with Mac's Towing
Meeting:
Department: Legal
Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

State law recently changed in regard to local government authority to charge towers for the privilege to tow within the Town. Consequently, a new agreement had to be crafted to now collect fees from the towing company after the towing company has been paid by the person whose car is towed. This agreement with Mac's shall be month to month.

FINANCIAL IMPACT:

towing revenue for town

RECOMMENDATION:

Approve agreement for Towing Services with Mac's Towing

ATTACHMENTS:

[MACS hallandale towing 2022_mpa](#)

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

**TOWING AGREEMENT BETWEEN TOWN OF PEMBROKE PARK
AND MAC'S TOWING**

THIS AGREEMENT ("Agreement"), is dated this ____ day of _____, 2022 and is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida, with a business address of 3150 SW 52 AVENUE, PEMBROKE PARK (hereinafter referred to as the "TOWN")

and

MAC'S TOWING SERVICE INC., a Florida corporation, with a business address of 418 SW 2nd Place, Dania Beach, FL 33004 (hereinafter referred to as the "CONTRACTOR"). TOWN and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

1.1 In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.2 The Town Commission of the Town of Pembroke Park, Florida, seeks to protect the personal safety and property of its citizens and visitors.

1.3 The establishment of minimum standards of quality and efficiency for emergency recovery, towing and storage services utilized by the TOWN is in the public interest.

1.4 Utilization of improper equipment or unqualified operators exposes public safety personnel and others present at an accident or recovery scene to undue safety hazards, results in undue damage to vehicles or vessels, and causes excessive delays in clearing the highway and securing the vehicles or vessels.

1.5 Utilization of a single towing vendor for towing from public rights of way and from

Town property is in the public interest as it facilitates efficiency and streamlines the use of public resources.

1.6 The TOWN is in the process of soliciting towing services, but requires immediate and temporary agreement for towing services while the procurement process is finalized.

1.7 The Town Manager is authorized to enter into contracts for services that fall within his delegated spending authority.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 GENERAL

2.1.1 CONTRACTOR, for and in consideration of the requirements herein contained, agrees to remove vehicles or vessels from the streets or other property within the TOWN, as directed by authorized representatives of the TOWN's Police Department, Code Enforcement, Parks, Recreation and Open Spaces Department and/or other Town Departments as may be designated by the Town from time to time.

2.1.2 CONTRACTOR understands that nothing in this Agreement will prevent the owner or other legally authorized person responsible for the vehicle from calling a wrecker or tow truck of his own choice or requesting that his or her vehicle be towed to a garage or compound other than that of the CONTRACTOR.

2.1.4 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.1.5 CONTRACTOR hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.1.6 CONTRACTOR agrees to permit members of the TOWN's Police and Public Service Departments or other authorized TOWN personnel to inspect its compound(s), equipment, stored vehicles or vessels, personal property and records, relative to this Agreement, whenever, in the opinion of said representatives of the TOWN, such inspection is deemed reasonably necessary.

2.1.7 CONTRACTOR acknowledges and agrees that nothing in this Agreement shall be construed or interpreted as granting to CONTRACTOR any exclusive rights or privileges arising from the services herein described to the exclusion of any other

third party.

2.2 SERVICES TO BE PROVIDED BY CONTRACTOR

2.2.1 CONTRACTOR shall tow, at no charge to and at the request of the TOWN, all TOWN owned and leased vehicles or vessels to either the TOWN Police Department Headquarters located at 3150 SW 52 Ave., Pembroke Park, FL 33023 ("Police Department Headquarters"), 630 NW 2nd St., or a repair shop designated by the TOWN.

2.2.1.1 CONTRACTOR will repair or change flat tires on in-service TOWN vehicles or vessels (utilizing Town tires) for a fee of \$10.00 (ten dollars). CONTRACTOR shall invoice TOWN for such services pursuant to a detailed purchase order, which shall include information such as the vehicle license plate number, date of service, services performed, materials utilized, and any other information reasonably required by TOWN. "In-service TOWN vehicle" shall mean any TOWN class "A" vehicle owned or operated by the TOWN and is operated by a TOWN employee.

2.2.1.2 CONTRACTOR shall only be required to tow, at no additional cost, from those locations in Broward, Palm Beach or Dade County to which TOWN vehicles or vessels may travel. CONTRACTOR shall respond with to calls within the TOWN limits within 30 minutes and respond to calls outside of TOWN limits within 2 hours.

2.2.2 CONTRACTOR shall tow any vehicles or vessels impounded, confiscated or pending forfeiture proceedings on behalf of the TOWN's Police Department in accordance with §§323.001 and 932.704, Florida Statutes.

2.2.3 CONTRACTOR shall tow, at no charge to the TOWN, any vehicles or vessels that are inoperable, illegally parked, or abandoned in a TOWN right-of-way, at a TOWN facility, or on TOWN property, in violation of the TOWN's Code of Ordinances or the requirements of Florida Statutes, as may be amended from time to time, at the direction of TOWN's Police Department, Code Enforcement Department, Parks, Recreation and Open Spaces Department and/or other Town department as may be designated by the Town from time to time.

2.2.4 CONTRACTOR shall provide all signs in accordance with §715.07, Florida Statutes, required for the immediate, lawful removal of any unwanted motorized vehicle(s) or boat(s) from the following TOWN properties: BF James Park, Town Marina, Cultural Community Center, Foster Park, Golden Isles Park, Golden Isles Tennis Center, Historic Hallandale Schoolhouse, Historic Village/Curci House, Ingalls Park, Joseph Scavo Park, North Town Beach Park, OB Johnson Park, Peter Bluesten Park, South Town Beach Park, Chaves Lake, Sunrise Park, and Sunset Park. The signs shall remain the property of Contractor.

2.2.5 CONTRACTOR shall comply with all requirements of §715.07, Florida Statutes for towing vehicles and vessels from private property and comply with all Town policies and procedures provided to CONTRACTOR in writing if said policies and procedures are designed for the purpose of ensuring compliance with §715.07, Florida Statutes.

2.3 RECORDS

2.3.1 CONTRACTOR shall have prepared billheads, setting forth the names and addresses of the places of business of the CONTRACTOR. Before an impounded vehicle is claimed by the owner or person lawfully entitled to possession, the CONTRACTOR will provide such person with an itemized statement of all charges for the towing and storage of the vehicle(s). CONTRACTOR shall retain a duplicate copy of such bill and shall produce same upon demand of the TOWN's Police Department.

2.3.2 Before receiving payment from a vehicle owner or other person legally responsible for the vehicle or vessel towed, the CONTRACTOR, his agent, employee or assign, will prepare a bill on the above billhead, in duplicate, containing the following information:

- a. Name & address of the person engaging the CONTRACTOR.
- b. License number of the vehicle(s).
- c. Motor and VIN number.
- d. Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.
- e. Make, year, model, color of vehicle(s) towed and/or stored.
- f. Date of the request/tow.

2.3.3 CONTRACTOR shall keep a hard covered logbook or electronic record detailing the number and type of calls handled by CONTRACTOR pursuant to this Agreement. The log shall include information such as:

- a. Date, time, and location from which the vehicle or vessel was removed.
- b. TOWN department, designee, or Police Officer requesting the tow.
- c. Vehicle make, model, license plate if known, the VIN number, name and address of the owner or other person legally responsible for the vehicle.
- d. The date the vehicle(s) was towed and released to the owner or other person legally responsible for the vehicle.
- e. The name of CONTRACTOR's designee responsible for the tow.
- f. The costs charged to the owner or person lawfully entitled to possession of the vehicle.
- g. All notifications to owner or attempts to locate the owner or other legally authorized person.

h. Full inventory list of contents if applicable.

2.3.4 CONTRACTOR shall provide to the TOWN's Police Department, on a monthly basis, a complete and detailed listing of vehicles or vessels which have been towed pursuant to this Agreement within such month, and which have remained on the CONTRACTOR's lots for a period in excess of thirty (30) days, with a searchable excel breakdown that includes columns identifying the Town department that requested each tow service.

2.3.5 CONTRACTOR shall also be responsible for keeping a logbook or electronic record detailing any notice sent to a vehicle owner or other person legally responsible for such vehicle, such record shall include information such as: vehicle license number, date of notice, time of notice, method of notification, and any other information reasonably required by the TOWN.

ARTICLE 3 **MINIMUM STANDARDS**

3.1 THE COMPOUND

3.1.1 CONTRACTOR shall maintain a storage facility of a sufficient size and capability to accommodate vehicles or vessels to be removed from the TOWN pursuant to, and during the period of this Agreement (herein "Compound").

3.1.1.1 In compliance with §713.78, Florida Statutes, as may be amended from time to time, CONTRACTOR's Compound shall:

- a. be equipped with a chain-link or solid-wall type fence at least six (6) feet in height;
- b. have lighting of sufficient intensity to reveal persons and vehicles at a distance of at least one hundred fifty (150) feet during nighttime; and,
- c. one (1) or more of the following security methods must be utilized at Compound to discourage theft at the Compound:
 - i. a night dispatcher or watchman remains on duty at the storage facility from sunset to sunrise;
 - ii. a security dog remains at the storage facility from sunset to sunrise;
 - iii. security cameras or other similar surveillance devices monitor the storage facility; or
 - iv. a security guard service examines the storage facility at least once each hour from sunset to sunrise.

3.1.2 The Compound to be maintained by the CONTRACTOR shall be located within Broward County and a distance of not further than ten (10) miles from the location of tow.

3.1.3 CONTRACTOR shall provide, on a twenty-four (24) hour basis, attendants and sufficient equipment for immediate response to calls for service from the TOWN's Police Department or its representatives. In addition, the CONTRACTOR agrees to make available adequate personnel to staff the Compound from 8:00 a.m. to 6:00 p.m., Monday through Saturday, for the purpose of releasing vehicles or vessels to the owner or other legally authorized person. CONTRACTOR further agrees to provide on-call personnel to release vehicles or vessels at all times within one (1) hour of being called by owner.

3.1.4 CONTRACTOR shall furnish inside storage at the Compound for all vehicles or vessels which are of a body type, or in a physical condition, which is such that inclement weather could result in damage thereto.

3.1.5 The Compound utilized by CONTRACTOR shall include an area which is secured by an enclosure with a locked entrance for the purpose of holding vehicles or vessels which may be evidence in a criminal cause. CONTRACTOR will secure such vehicles as indicated by the TOWN in the aforementioned secured area.

3.1.6 CONTRACTOR shall not change the Compound location without first gaining written permission from the TOWN's Police Department.

3.2 EQUIPMENT

3.2.1 CONTRACTOR agrees to own, lease or have a sufficient number of Class A, B, and C wreckers available for its use, so that it is able to respond to tow calls from the TOWN's Police Department within thirty (30) minutes forthwith and proceed to remove any type of vehicle(s) from streets or property within the TOWN.

3.2.1.1 If the CONTRACTOR utilizes a wrecker from another company, CONTRACTOR shall produce, in writing, the name of the subcontractor and proof that the wrecker used is insured so as to protect the TOWN from all suits, judgments, executions and liabilities.

3.2.1.2 CONTRACTOR shall provide all towing vehicles or vessels used pursuant to this Agreement with a two-way radio communication system. This communication system shall be between the CONTRACTOR's base station and all tow and service trucks utilized in providing the TOWN with towing service. The two-way radios will not be tuned to any police frequencies.

3.2.2 Tow trucks or wreckers used by the CONTRACTOR to tow vehicles or vessels from the streets and property within the TOWN, as herein provided, shall adhere to the following guidelines:

3.2.2.1 The name, address, and telephone number of the establishment shall

be lettered in a professional manner and affixed to both sides of the CONTRACTOR's wrecker.

3.2.2.2 There shall be a rotor beam type light mounted on top of the wrecker in such a manner that it can be seen from the front, rear and both sides. This light shall be amber in color, and shall not be in operation when a wrecker has been dispatched to a tow call. The rotating amber light shall only be used at the scene of the tow, and while towing the vehicle back to a compound. No tow vehicle shall be equipped with a siren.

3.2.2.3 Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.

3.2.2.4 Red lights and red reflectors shall be installed on the rear and rear sides.

3.2.2.5 The following additional equipment shall be found in or on all of the CONTRACTOR's towing or wrecker vehicles:

- a. Dollies.
- b. At least one (1) heavy duty push broom and shovel.
- c. Flood lights on hoist.
- d. One (1) axe.
- e. One (1) crowbar or pry-bar.
- f. Minimum of one (1) four pound CO2 fire extinguisher or equal.
- g. One (1) pair of bolt cutters.
- h. One (1) set of jumper cables.
- i. One (1) four-way lug wrench.
- j. One (1) flashlight.
- k. One (1) set of red reflectors.
- l. One (1) set of three portable reflectors.
- m. Five (5) thirty (30) minute fuses.
- n. Two (2) red flags at least 1' X 1'.
- o. Tire plug kits.
- p. Air tanks or compressor

3.2.3 Wreckers shall be classified as follows:

3.2.3.1 **Class A** wreckers, designed for cars and light trucks, shall have the following equipment.

- a. Tow truck shall have a minimum manufacturer capacity of ten thousand (10,000) pounds GVW.
- b. Boom capacity of not less than four (4) tons.
- c. Power winch, with a pulling capacity of not less than four (4) tons.
- d. Minimum of one hundred feet (100') of 3/8 inch cable or larger.
- e. Cradle to tow plate, or tow sling to pick up vehicles or

vessels. Cradle to tow plate shall be equipped with safety chains and so constructed that no damage will occur when picking up the vehicle.

- f. Dual wheels.

3.2.3.2 **Class B** wreckers, designed for one and two ton trucks, shall have the following equipment:

- a. Tow truck shall have a minimum manufacturer capacity of fifteen thousand (15,000) pounds GVW.
- b. Boom capacity of not less than six (6) tons, independently or jointly.
- c. Power winch pulling capacity of not less than four (4) tons.
- d. Minimum of one hundred fifty feet (150') of 3/8 inch cable or larger.
- e. Tow sling and dual wheels.
- f. Double booms constructed so as to permit splitting. Each boom to operate independently or jointly. Single boom hydraulic elevated and extendable with three hundred-sixty (360) swivel at end of the boom.
- g. Two (2) snatch blocks, eight (8) ton rating.

3.2.3.3 **Class C** wreckers, designed for semi-trucks, house trailers, buses, etc., shall have the following equipment:

- a. Tow truck shall have a minimum capacity of not less than twenty-five thousand (25,000) pounds GVW.
- b. Boom capacity of not less than twelve and one-half (12 1/2) tons independently to twenty-five (25) tons jointly.
- c. Power winch pulling capacity of not less than twenty-five (25) tons.
- d. Double booms constructed so as to permit separating, each boom to operate independently or jointly or single boom hydraulic with rating of twenty-five (25) tons.
- e. Minimum of two hundred feet (200') of at least 9/16 inch cable.
- f. Airbrakes constructed so as to lock all wheels automatically upon failure of same.
- g. Cradle tow plate or tow sling to pick up vehicles or vessels. Cradle tow plate to be equipped with safety chain.
- h. Dual wheels.

ARTICLE 4

TOWING AND IMPOUNDING PROCEDURES

4.1 CONTRACTOR agrees that, after arrival at a scene, the tow truck operator shall remove any hazards or debris from the street, and impound such vehicles or vessels as requested by a TOWN Police Officer or other representative of the TOWN.

4.2 On all vehicles or vessels to be towed which are marked for confiscation, CONTRACTOR shall prepare a detailed listing of any and all damage, missing parts or other disorders of which the assigned officer and/or tow truck driver are aware.

4.3 TOWN reserves the right to cancel a request for services of CONTRACTOR at any time, up to and including the time of hook-up. CONTRACTOR agrees that the mere response to a service call scene without other action will not constitute a service call for which charges are applicable.

4.4 As required by §713.78, Florida Statutes, as may be amended from time to time, where the TOWN has requested a motor vehicle to be removed from an accident scene, street, or highway, the TOWN will conduct an inventory and prepare a written record of all personal property found in the vehicle before the vehicle is removed by CONTRACTOR. However, if the owner or driver of the vehicle is present and accompanies the vehicle, no inventory shall be required.

4.5 IMPOUNDED VEHICLES

4.5.1 If at the time of the impounding the name of the registered owner or other legally authorized person responsible for the vehicle is not available, TOWN's Police Department will supply this information to the CONTRACTOR as soon as possible. The TOWN Police Department shall be responsible for preparing a vehicle storage receipt and the personal property inventory list, as may be applicable.

4.5.2 Notwithstanding the foregoing, the CONTRACTOR shall be responsible for the following:

4.5.2.1 Notifying the TOWN Police Department, and requesting the name of the owner or other legally authorized person responsible for the vehicle if CONTRACTOR has not received such information within twelve (12) hours after the impoundment of the vehicle; and,

4.5.2.2 Notifying the registered owner or other legally authorized person responsible for the vehicle of the whereabouts of the vehicle within seven (7) business days.

4.5.3 Both Parties shall maintain a hard copy logbook or electronic record at its place of business, detailing notices sent by either Party pursuant to this Agreement, which shall include the following information: vehicle license number, date of notice, time of notice, method of notification, and any other information reasonably required by the TOWN.

4.5.4 If any vehicle is not claimed by the owner or other legally authorized person responsible for the vehicle within seven (7) days, the CONTRACTOR shall immediately thereafter file a written report with the TOWN's Police Department.

4.6 RELEASING VEHICLES

4.6.1 In the event that the CONTRACTOR has vessel(s) or vehicle(s) in its possession as a result of CONTRACTOR's performance of this Agreement, and is ordered to turn such property over to the County Court, the Sheriff of Broward County, or the TOWN's Police Department pursuant to Chapter 323, 705, 715, or 932, Florida Statutes, as may be amended from time to time, the CONTRACTOR may recover the costs associated with towing, storage, and statutory fees in accordance with §§323.001 and 932.704, Florida Statutes, as may be amended from time to time.

4.6.2 Vehicles or vessels pending proof of ownership, held for investigation, or forfeiture proceedings may be placed on "HOLD" by the TOWN. CONTRACTOR agrees to release any vehicle or vessel which has not been marked "HOLD" upon proof of ownership and payment by the owner or other legally responsible individual. CONTRACTOR further agrees that any vehicle towed which is marked "HOLD" may not be released without verbal or written authority from the TOWN's Police Department. Should the TOWN desire to have the "HOLD" period extend for longer than five (5) days, excluding holidays and weekends, the TOWN shall provide CONTRACTOR written notification that the five (5) day "HOLD" period shall be extended.

4.6.2.1 Upon TOWN's request, Vehicles held for investigation shall be placed in a secured area that is only accessible to Police Department personnel. The Police Department shall provide the lock used for this secured area.

4.6.3 Persons who make application for the release of towed and/or stored vehicles or vessels shall be required to present proof of ownership by presentation of a title or registration and CONTRACTOR shall provide such person with a copy of the vehicle storage receipt prepared by TOWN. CONTRACTOR shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to and in accordance with this Agreement and Florida Statutes, as may be amended from time to time.

4.6.4 In accordance with §713.78, Florida Statutes, as may be amended from time to time, any reasonable storage fee imposed by CONTRACTOR shall not be charged if the vehicle or vessel is stored for fewer than six (6) hours.

4.7 FORFEITURE VEHICLES

4.7.1 Vehicles or vessels seized for forfeiture pursuant to Pembroke Park Police Department policy shall be towed to CONTRACTOR's secured lot at Compound, or upon TOWN's request, to the Police Department Headquarters. CONTRACTOR may recover the costs associated with towing, storage, and statutory fees for vehicles or vessels subject to forfeiture and any vehicles held longer than the five (5) day

“HOLD” period in accordance with §§323.001 and 932.704, Florida Statutes, as may be amended from time to time.

4.7.2 If forfeiture proceedings are not instituted, at the expiration of the five (5) day “HOLD” period and upon gaining TOWN’s approval, CONTRACTOR shall directly notify the owner or other legally authorized person responsible for the vehicle or vessel to pick up the vehicle or vessel from CONTRACTOR’s Compound, Monday through Friday from 8:00AM to 5:00PM. The owner of the vehicle shall be responsible for issuing payment to CONTRACTOR for the cost of the original tow, the daily storage fee which accrued during the five (5) day “HOLD” period, plus statutory fees consistent with Florida Statutes and more particularly described below in Article 6 below. The vehicle owner may incur additional storage fees if the vehicle is not retrieved immediately after notice is provided to the owner or other legally authorized individual that the “HOLD” has been released.

ARTICLE 5

PERSONAL

PROPERTY

5.1 CONTRACTOR shall have its employee, representative, or agent review the inventory of all personal property found in the vehicle that he is directed to tow with a TOWN Police Officer or the owner or other legally authorized person responsible for the vehicle present. A copy of such inventory shall be maintained by CONTRACTOR as a permanent record. One copy of the inventory shall be given to the owner or other legally authorized person responsible for the vehicle, if known, or securely attached to the vehicle, and one copy shall be retained by the Town Police Department.

5.2 CONTRACTOR shall allow the owner or other legally authorized person responsible for the vehicle, to remove unattached personal property from the vehicle on a "one time" basis at no extra charge.

5.3 Personal property in the vehicle stored by CONTRACTOR shall not be disposed of to defray any charges for towing or storage of vehicles or vessels without a Court Order.

5.4 CONTRACTOR agrees not to undertake any repairs to, or remove any part or parts from, any vehicle towed or stored pursuant to the provisions herein, without first obtaining permission in writing to complete same from the owner or other legally authorized person responsible for the vehicle. CONTRACTOR further agrees that when making any repairs, or rendering any estimates or invoices, for TOWN vehicles or otherwise, it will abide by Florida Statutes relating to motor vehicles or vessels, towing, sales, repairs, maintenance and service, which statutory sections are incorporated herein by reference and made a part hereof.

ARTICLE 6

COMPENSATION AND METHOD OF PAYMENT

6.1 The Parties agree compensation for services performed pursuant to this Agreement shall be paid in accordance with this Article.

6.2 The Parties acknowledge that if the requirements of §713.78, Florida Statutes, are satisfied, CONTRACTOR shall have a lien on a vehicle or vessel towed in accordance with this Agreement for a reasonable towing fee, storage costs, and for TOWN's Administrative Charge (as defined in Section 6.2.2 below).

6.2.1 "Maximum Towing Rate(s)" as used herein refers to the maximum non consent towing rates and storage fees established by Broward County, Florida, as may be amended from time to time and particularly described in **Exhibit "C"**, attached hereto and made a specific part hereof.

6.2.2 "Administrative Charge" as used herein refers to the financial charge which is imposed by CONTRACTOR and paid by the registered owner or other legally authorized person responsible for a towed vehicle or vessel towed pursuant to this, as may be amended from time to time. **The TOWN's Administrative Charge shall equal twenty-five percent (25%) of the Maximum Towing Rate** for each tow performed by CONTRACTOR for non-TOWN vehicles.

6.3 The CONTRACTOR shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to this Agreement a reasonable towing and storage fee, and for the TOWN's Administrative Charge, as defined in Section 6.2 herein above, in accordance with the Maximum Towing Rates, and Florida Statutes, as may be applicable.

6.4 The CONTRACTOR shall remit the Administrative Charge to TOWN monthly, on or before the fourteenth (14th) day of each month following collection.

ARTICLE 7

TERM AND TERMINATION

7.1 CONTRACTOR shall perform the services as identified herein, on a month to month basis until it receives notification that the contract shall be terminated pursuant to award of the Town's competitive solicitation.

7.2 **Termination for Convenience.** This Agreement may be terminated by TOWN for convenience, upon providing thirty (30) days written notice to CONTRACTOR. In the event the TOWN terminates for convenience, CONTRACTOR shall cease performance of the Agreement and remit any Administrative Charge collected by CONTRACTOR prior to termination to TOWN. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify TOWN against any loss pertaining to such termination. All finished or unfinished documents, records, logbooks, inventory lists,

and reports prepared by CONTRACTOR shall become the property of TOWN and shall be delivered by CONTRACTOR to TOWN.

7.3 **Post Contractual Obligations.** In the event that the term of this Agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the TOWN establishes a new contract for services.

7.4 **Default by CONTRACTOR.** In addition to all other remedies available to TOWN, this Agreement shall be subject to cancellation by TOWN for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of seven (7) days after receipt by CONTRACTOR of written notice of such neglect or failure.

7.5 Upon the completion of this Agreement or termination by either Party, vehicles or vessels marked for confiscation by TOWN's Police Department for use by TOWN's Police Department in accordance with State Statute, will be towed to Police Department Headquarters.

ARTICLE 8

INDEMNIFICATION AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 CONTRACTOR shall indemnify and hold harmless the TOWN, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub- subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the TOWN, arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out or maintain insurance as required under this Agreement, or any negligent act or omission on behalf of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TOWN, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

8.1.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

8.1.3 TOWN reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

8.1.4 CONTRACTOR may be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the services required by this Agreement.

8.1.5 Nothing contained herein is intended nor shall be construed to waive TOWN's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

8.2 GENERAL INSURANCE PROVISIONS

8.2.1 Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

8.2.1.1 Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

8.2.1.2 Garage Liability Contractor agrees to maintain Garage Liability Insurance at a limit of liability of no less than **\$2,000,000**, Each Occurrence, **\$2,000,000** Annual Aggregate.

8.2.1.3 Business Automobile Liability Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

8.2.1.4 Worker's Compensation Insurance & Employers Liability Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

8.2.2 Additional Insured Contractor agrees to endorse Town as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners, Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "Town of Pembroke Park."

8.2.3 Waiver of Subrogation Contractor agrees by entering into this contract to a *Waiver of Subrogation* for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

8.2.4 Certificate(s) of Insurance Contractor agrees to provide Town a Certificate(s) of Insurance evidencing that all coverages, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

Town of Pembroke Park
Town Manager
3150 SW 52 Ave
Pembroke Park, FL 33023

8.2.5 Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse Town as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

8.2.6 Right to Revise or Reject Town reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, Town reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

8.3 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to TOWN. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.4 The TOWN reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

8.5 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 9
NON-DISCRIMINATION & EQUAL OPPORTUNITY
EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the TOWN's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with TOWN, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the TOWN and the TOWN will not be liable for any obligation incurred by CONTRACTOR, including but

not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11
AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

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

ARTICLE 15
BANKRUPTCY

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and TOWN, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and TOWN with the same formality and equal dignity herewith.

ARTICLE 17
DEFAULT OF CONTRACT & REMEDIES

17.1 **Operations During Dispute.** In the event that a dispute, if any, arises between TOWN

and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by TOWN regardless of such dispute. CONTRACTOR agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with TOWN for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by TOWN.

17.2 **Damages.** TOWN reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by TOWN resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

17.3 **Correction of Services.** If, in the judgment of TOWN, services provided by CONTRACTOR do not conform to the requirements of this Agreement, TOWN reserves the right to require that CONTRACTOR correct all deficiencies in the service to bring the services into conformance without additional cost to TOWN, and shall replace any personnel who fails to perform in accordance with the requirements of this Agreement. TOWN shall be the sole judge of non-conformance and the quality of service.

17.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

17.4.1. The failure to comply with TOWN's requests made pursuant to this Agreement for a period of more than two (2) hours after such request has been submitted from TOWN to CONTRACTOR.

17.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the TOWN or the TOWN's designee relative thereto.

17.4.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by TOWN to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

17.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

17.4.5 The making by CONTRACTOR of any general assignment or general

arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

17.5 **Effect of Default.** In case of any default by CONTRACTOR, TOWN shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by TOWN, TOWN may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

ARTICLE 18

PUBLIC RECORDS

18.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the TOWN to perform the service;

18.1.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the TOWN; and

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the TOWN, at no cost to the TOWN, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the TOWN shall enforce the Default in accordance with the provisions set forth herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 457-1340, BY EMAIL AT TOWNCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: TOWN CLERK, HALLANDALE BEACH, FL 33009

ARTICLE 19
SCRUTINIZED
COMPANIES

19.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

20.1 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

20.2 CONTRACTOR shall provide the Town Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the Town Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the Town Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

ARTICLE 20 ADDITIONAL PROVISIONS

20.1 No Third Party Beneficiaries.

Neither CONTRACTOR nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

20.2 Interest.

20.2.1 TOWN shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

20.2.2 In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by TOWN under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

20.3 Priority of Provisions.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

20.4 Signage and Authorizations.

CONTRACTOR shall provide all signs required for the immediate, lawful, removal of any unwanted motorized vehicle(s) or boat(s) which signs remain the property of CONTRACTOR. CONTRACTOR will require written authorization for all vehicle(s) and boat(s) to be towed. This can be provided in person, with a signature on Town tow slip, via fax or email as long as there are explicit details for the said vehicle(s) or boats with an authorized signature. CONTRACTOR will only tow vehicles or boats that are requested by

an authorized or appointed representative unless other arrangements are made prior to the tow. CONTRACTOR must be notified with a phone call if the Town utilizes the fax/email service for dispatch service. This must be in writing, by fax, mail or email. CONTRACTOR will meet or exceed the requirements of Sec. 712.78 and 715.07, Fla. Stats. CONTRACTOR shall assume responsibility for any vehicle or boat under its care and control and agrees to comply with all applicable laws pertaining to towing of authorized motor vehicle(s) or boat(s).

ARTICLE 21

EMPLOYMENT ELIGIBILITY

21.1 **E-Verify** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1 Definitions for this Section.

21.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla.

Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status

of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22

MISCELLANEOUS

22.1 Ownership of Documents. Reports, surveys, logbooks, inventory lists, records, and other documentation provided in connection with this Agreement or required herein are and shall remain the property of TOWN, whether or not the project for which they are made is completed.

22.2 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by TOWN and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by TOWN of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of TOWN. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires TOWN approval. However, this Agreement shall run to the benefit of TOWN and its successors and assigns. It is further agreed that no modification, amendment,

or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and TOWN designate the following as the respective places for giving of notice:

TOWN	Town Manager 3150 SW 52 Ave. Pembroke Park, FL 33023
------	--

Copy To:	Town Attorney
----------	---------------

CONTRACTOR	Debbie McElyea Mac's Towing Service 418 SW 2nd Place Dania Beach, FL 33004 macs.towing@aol.com (954) 923-8218
------------	---

22.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

22.8 Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

22.9 Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

22.12 **Waiver.** Failure of TOWN to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

22.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of TOWN Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect TOWN's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

22.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, Town, state, and federal agencies as applicable.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: TOWN OF PEMBORKE PARK through its authorization to execute same by Commission action on _____, day of _____, 20____, signing by and through its Town Manager duly authorized to execute same.

TOWN

ATTEST:

TOWN OF PEMBROKE PARK

TOWN CLERK

By _____
JC Jimenez, Town Manager
_____ day of _____, 20____.

Approved as to legal sufficiency and form by
TOWN ATTORNEY

Melissa Anderson, Town Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE. If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the TOWN of Pembroke Park, Florida indicating designee signing, has the authority to sign.

CONTRACTOR

ATTEST:

Corporate Secretary

By _____

(Type Name and Title Signed Above)

PRINT NAME AND TITLE
____ Day of _____, 20____.

(Corporate Seal) OR (NOTARIZE BELOW)

OR (ONLY If not incorporated sign below).

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

(TYPE NAME & SIGNED ABOVE)

NOTARY SEAL

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Signature of Notary _____ Name of Notary Printed, or Stamped _____
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida

33023

954.966.4600 • www.tppfl.gov



TO: Planning and Zoning Board

FROM: Michael Vonder Meulen, AICP, Consulting Town Planner

MEETING DATE: October 06, 2022

SUBJECT: Site Plan / 22-SP-01
3711-3715 Southwest 52nd Avenue Pembroke Park, FL/
Magnolia at Pembroke Park-47-unit Townhome Project

APPLICANT: Pembroke BSD LLC / Pembroke Park Holdings, Inc

SITE DATA

Property Folio ID:	514230130260
Owner/Agent:	Pembroke BSD LLC / Pembroke Park Holdings, Inc
Land Use Designation:	Medium Density (RES.)
Adjacent Land Use Designation:	North: Medium Density
	East: Medium Density
	South: Medium Density
	West: Medium Density
Zoning Designation:	RM-16A Medium Density Multiple-Family Residential District
Adjacent Zoning Designation:	North: RM-16A
	East: RM-16A
	South: RM-16A
	West: RM-16A

PROJECT BACKGROUND

The applicant, Pembroke BSD, LLC is requesting Site Plan approval for a new development consisting of five (5) two-story buildings with a total of 47 residential townhome units and a 1,106 square foot community center, referred to as *Magnolia at Pembroke Park*, which includes associated amenities, parking, and landscaping. The property is located on the west side of 52nd Ave, approximately 0.6 mile south of Hallandale Beach Boulevard. and 41st Street to the North intersection. The site currently contains three (3) existing single-family



residences built in 1949 to be demolished.

The proposed site plan was reviewed by the Town's Development Review Committee comprised of the Town Planner, Town Landscaper, Traffic Consultant, Town Engineer, Building Official and BSO Fire Prevention. The project was determined to be substantially compliant with the Town's regulations and ordinances. The review included required water and sewer service and was found to be adequate. A final determination of concurrency will be made at the time of building permit. Additionally, the project will be required to pay impact fees at the time of building permit.

PROJECT ANALYSIS

The proposed project includes five (5) two-story buildings, consisting of a total of 47 residential units and a 1,106 square foot community center with pool and playground. The total square footage of each unit is 1,602 including first and second floors.

COMPREHENSIVE PLAN AND ZONING ANALYSIS

The subject property has a Land Use designation of "M" Medium Density (Res). The proposed use meets the intent of the Residential designation.

The subject land is identified on the Town's Official Zoning Map in the RM-16A Medium Density Residential District. The RM-16A Medium Density Residential District zoning is consistent with the adopted FLUM designation of "M" Medium Density (Res). The Zoning District is intended primarily for use as residential; however, certain other uses may be permitted as a conditional use.

Preferred development structures include multifamily dwelling uses such as multi-story mid-rises, 2-story garden apartments, townhouses, villas, and other attached units. However, detached single-family dwelling units and landscape nurseries are permitted as well and are consistent with the Medium (10-16 DUA) Residential category depicted on the Town's adopted Comprehensive Plan Future Land Use Map (FLUM). A list of full uses allowed are provided as an attachment.

Each plot or portion of a plot which is zoned RM-16A shall not exceed a density of sixteen (16) dwelling units per gross acre provided the requirements of the Code of Ordinances (and the Land Development Code) and Comprehensive Plan are satisfied, or the Town Commission authorizes the use of reserve or flexibility units, if required.



SITE ZONING REQUIREMENTS

The maximum height allowed on the site is 45 feet. The proposed height of the townhome is 18' 6" feet. The proposed buildings meet the required setbacks.

Use	Required Front Setback	Provided Front Setback	Required Street Side Setback	Provided Street Side Setback	Required Side Setback	Provided Side Setback	Required Rear Setback	Provided Rear Setback
Multifamily Residential	25 ft	25 ft	N/A ft	N/A	15 ft	25 ft 3 in	20 ft	20 ft

The applicant is proposing landscaping that meet the Town's requirements and enhances the site.

ARCHITECTURE

The proposed project is compatible with the surrounding parcels. Section 5-103(p) of the Code of Ordinances addresses building design in the Town. A relatively wide variety of architectural designs and materials are permitted. However, it is intended that a basic harmony of architecture shall prevail so that no building shall detract from the attractiveness of the overall environment.

The applicant has worked closely with the Town Planner to achieve an architectural style that is cohesive throughout the site.

PARKING/TRAFFIC

Adequate parking has been proposed by the applicant in accordance with the City's Land Development Regulations. The applicant is providing at least two parking spaces per unit (one-car garage plus one space driveway).

PLAT

A platting determination letter from the Broward County Planning Council, dated February 16, 2022, for a "residential development" confirmed that replatting is not required.

TRAFFIC IMPACT STUDY

As part of the application the applicant provided a Traffic Impact Study. The Traffic Impact Study details the projected vehicle trip the proposed uses on site will generate. The report was reviewed by the Town's Traffic Engineer Consultant, and it was determined that the proposed project will not degrade the level of service on SW 52 Avenue or Hallandale Beach Boulevard.



RECOMMENDATION

1. This approval is granted for Site Development Plans dated August 31, 2022
2. All exterior paint colors will require a Town Paint Permit to be reviewed by the Town Planner in accordance with the Town's adopted color palette.
3. The Site Development Plan approval will expire 18 months from the date of Town Commission approval unless extended in accordance with Section 20-25 of the Code if no valid building permit for site work or a principal building has been issued and kept in force.
4. All signage must meet the Town's sign requirements or apply for an appropriate variance.

ATTACHMENTS

Application for Site Development Plan Approval
Project Narrative
Color Renderings
Plat Letter from Broward County
A List of Allowed Uses

Details for Traffic Study and DRC comments/meetings are available upon request.

Page 4 of 4

SP**APPLICATION FOR SITE PLAN REVIEW**Date: 03/24/2022

Case No: _____

Fee: Refer to Development Application Fee Schedule.

Amount Paid _____ Date _____ ☐ DRC ☐ PZB ☐ Town Commission ☐ OtherPetitioner / Applicant: Martin HajtmacherAddress: 3112 NE 210 Terrace City: AventuraPhone: 305 904-1195 Fax: _____ E-mail: martin@royalguemar.comPetitioner's Relation to Subject Property: ManagerIf Petitioner is not Owner, Name of Owner: PEMBROKE BSD LLCAddress of Owner: 1616 NE 205 Terrace City: Miami

Signature of Petitioner: _____

Present Zoning District: RM-16 Present Future Land Use Map (FLUM) Designation: _____Address of Property: 3711-3715 SW 52 AVENUE, PEMBROKE PARK FL 33023

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

HOLLYWOOD RIDGE FARMS 2-16 MISC LOT 23-A & LOT 23-D, ALSO DESC AS E 382.10 OF W 397.10
OF N1/2 OF NW1/4 OF SE1/4 OF SW1/4 LESS N 110 & LESS S 110; & N1/2 OF NW1/4 OF SE1/4 OF
SW1/4 LESS W 397.10 & LESS S 100 & LESS N 100, IN SEC 30-51-42

SUBMITTAL REQUIREMENTS: Please refer to the Site Plan Checklist

OWNER / AGENT CERTIFICATE:

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

Signature of owner/agent: _____ Sworn to and subscribed before
 me this 24 day of March, 2022, by MARTIN HAJTMACHER

☐

He/She is personally known to me or

☒

He/She has presented

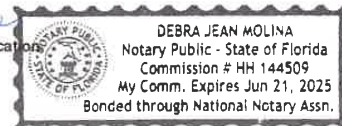
Florida Drivers License

as identification

Signature of Notary Public

Debra Jean Molina

Type or Print Name

Debra Jean Molina**FOR STAFF USE ONLY**

Planning and Zoning
 Town Commission

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



"MAGNOLIA AT PEMBROKE PARK"

47 UNITS TOWNHOME PROJECT

Justification Statement
Site Plan Approval & Small Comprehensive Plan
Contact Information: Matias Segal: 786 644 9522

REQUEST

On behalf of the Applicant, Pembroke BSD LLC is requesting approval of the following:

- 1) Site Plan Approval** to permit the development of 47 townhouse individual units plus a community house.
- 2) Development** of 2.945 acres of (RM-16A) Medium Density Residential Zoning District to accommodate the development of 47 townhouse units plus a community house and establish a consistent Zoning District on the entire property

SITE CHARACTERISTICS

The subject site, known as "Magnolia at Pembroke Park", is a SFR currently (Under Demolition Process to obtain the Permit) Boundary and is located on the Southwest of 52nd Ave, approximately 2,900 feet south of the Hallandale Beach Blvd. and 1,100 feet north of the centerline of the 41st street. The site is approximately 2.945 acres in size, and it is compressed in the site district designations of RM-16A in all directions. The site's parcel control number is as follows:

PARCEL CONTROL NUMBER	ADDRESS	EXISTING ZONING	EXISTING FLU
5142-30-13-0260	3711-15 SW 52 Ave	MR-16A (2.945)	MR-16A (2.945)

DEVELOPMENT HISTORY

The subject site has S.F.R prior development approvals through the City of Pembroke Park.

SURROUNDING PROPERTIES

The following is a summary of the uses surrounding the subject site:

	FLU Designation	Zoning District	Existing Use
North	Multifamily Residential	RM-16A	Multifamily Residential
South	Multifamily Residential	RM-16A	Multifamily Residential
East	Multifamily Residential	RM-16A	Multifamily Residential
West	Multifamily Residential	RM-16A	Multifamily Residential



- North:** Immediately north of the subject site are Multi-Family Residential units, which retain a RM-16A designation of Multi-Family Residential and a Zoning designation of Single-Family Dwelling Units
- South:** Immediately south of the subject site are Multi-Family Residential units, which retain a RM-16A designation of Multi-Family Residential and a Zoning designation of Single-Family Dwelling Units
- East:** Immediately east of the subject site are Multi-Family Residential units, which retain a RM-16A designation of Multi-Family Residential and a Zoning designation of Single-Family Dwelling Units
- West:** Immediately west of the subject site are Multi-Family Residential units, which retain a RM-16A designation of Multi-Family Residential and a Zoning designation of Single-Family Dwelling Units



DEVELOPMENT PROGRAM

The following outlines the development program for the proposed 47 Single -family plus a community house residential development:

Townhomes

The proposed 76,360 SF single-family residential development consist of 47 townhome units plus a community house and encompasses a total of 5 (five) buildings with the following unit count:

Building 1 - 4	Dwelling Unit Count (10 Units each bldg.)
Townhome A	6 (4)
Townhome B	4 (4)
Total	40

Building 5	Dwelling Unit Count (7) Units + Community House
Townhome A	3
Townhome B	4
Community House	1
Total	8

Additionally, the development is visually screened by a fence towards all four sides of the development. There is a proposed 4' hedge, which fronts 52nd Avenue, and the development will provide a monument sign on the north side of the entrance from Broadway. This screening will reduce the risk of any potential adverse impacts from adjacent uses.

In order to comply with the goals of the RM-16A Zoning, a centralized mailboxes area and 3' x 7' is proposed adjacent to the interior dedicated road. The overall development has a total circulation and recreation area of 0.19 acres, and a density of 16 U/AC.

Access

The main future access for the development will be 52nd Avenue, with a 60' ROW connection. There will also be future pedestrian connections to the New Development (47 Units plus a community house) from the north and south property lines with a 60' ROW.

Height

The height of buildings shall be measured in and regulated by the number of stories. The maximum height for a residential building in a RM-16A Zoning District is 4 stories, or 45 feet. The proposed height is 2 (two) stories, therefore this requirement is satisfied.

Setbacks

Pursuant to Table 28.127, below outlines the required setbacks for the RM-16A Zoning District:

DG Setback Requirements				
DG ZONING DESIGNATION	Setbacks/Separation			
	Front	Side	Side Street	Rear
Required	25'	15'	N/A	20'
Proposed	25'	25'-3"	N/A	20'



Parking

Townhouses shall have at least two parking spaces per unit. The proposed Single-family residential dwelling Units development requires 94 parking spaces and provides 95 parking spaces, as shown below:

Parking Type	# of Parking spaces
Driveway	48
Car Garage	47
Total	95

Lot size, building placement and size

Building Placement

The proposed development meets all setbacks for the RM-16 A Zoning District as indicated in the above setbacks chart.

Lot Size

The outlines. The required lot size for the RM-16A Zoning District:

DG Lot Size Requirements			
RM-16A ZONING DESIGNATION	Lot Size		
	Lot Width	Lot Area	Lot Coverage
Required	100'	43,560 sf	30%
Proposed	223.97'	128,298 sf	30%

Section 28-121 -Use Regulations

Multiple dwellings including villas and patio homes.

Pursuant to Section, Residential uses are permitted by right. The proposed development meets this requirement, as Zoning District is to accommodate 47 townhome units plus a community house.

Frontage Standards

a)The front setback and side setbacks facing streets shall be hardscaped. The hardscape design shall have the following characteristics:

- 1) Street trees shall be installed as set forth with the appropriate street design in 28-36**
- 2) A pedestrian walkway shall be accommodated**

The proposed development meets the above requirements. Canopy trees and a sidewalk are provided along 52nd Ave.

The proposed development meets this requirement as a stoop is provided as the frontage type for the entirety of the development.



Architectural Standards

The following elements have been considered in the design concept:

1. Colors:
Light colors on facades are surrounding the Pembroke Park district, white is the base color of this new design, with remarkable emphasis in cold colors on stone banding fascia and columns.
2. Windows and doors:
Grey aluminum windows and full view clear glass, French doors, fixed glass (as indicated on plans) and Horizontal rollers windows.
3. Height of building:
The buildings will be two floors and no more than 19'-0" above the established grade, will be a positive Impact on this street
4. Location of structure on site:
The structure will be located at 25'-0" back from front property line, keeping same facade line of other buildings on the street
6. Roof:
The design of this building includes a hip roof, 3.5 in 12, covered by concrete flat dark grey tile 1'-6" overhang.
7. Iron work:
Have been included blocking the access through opening to the proposed breezeway at front facade in this design.

The development includes a fence and 4' hedge along the 52nd Avenue with street trees to satisfy item b). Items a) and c) do not apply as they are intended for commercial development.



CONSISTENCY WITH THE COMPREHENSIVE PLAN

The existing land use designation RM-16A is consistent with the applicable Goals, Objectives, and Policies of the City of Pembroke Park Comprehensive Plan. The following provided responses support the proposed future land use designation:

The proposed development meets this requirement. Please refer to the Preliminary Civil Engineering Plans and Surface water management calculations that have been provided as part of this submittal.

The proposed development provides an active pedestrian and bicycle circulation environment linking the adjacent neighborhood within the CRA boundary. The main access for the development will be 52nd Avenue, with a 60' ROW connection. There will also be future vehicular and pedestrian connections to Avenue to the north and south property lines with a 60' ROW connecting to the adjacent neighborhoods to the north and south.

Based on the above justification and attached information, the petitioner respectfully requests approval of a Site Plan Approval.



MAGNOLIA AT PEMBROKE PARK
NEW 47 UNITS LOCATED AT:
3711-3715 SW 52 AVE, PEMBROKE PARK, FL 33023

DRAWINGS LIST

GENERAL SITE PLANS		CIVIL	ARCHITECTURE		
- A-0	COVER SHEET	- CS-PD	COVER SHEET FOR PAVING & DRAINAGE	- A-1	GROUND FLOOR PLAN (TYP. BUILDING 1)
- A-0.1	PROPOSED CONTEXT	- PD-1	PAVING & DRAINAGE PLAN	- A-2	GROUND FLOOR PLAN (BUILDING 5)
- A-0.2	CONTEXT PLAN	- PD-2	DRAINAGE DETAILS	- A-3	SECOND FLOOR PLAN (TYP. BUILDING 1)
- DM	EXISTING PLAN (DEMOLITION)	- PM&S	PAVEMENT MARKING / SIGNS PLANS	- A-4	SECOND FLOOR PLAN (BUILDING 5)
- SP-1	GENERAL SITE PLAN	- SWPP	STORMWATER POLLUTION PLAN	- A-5	FLOOR PLAN (TYP. CORNER UNITS)
- SP-2	GENERAL GROUND FLOOR PLAN	- CS-WS	COVER SHEET FOR WATER & SEWER	- A-6	FLOOR PLAN (TYP. INTERIOR UNITS)
- DG	AREA DIAGRAM PLAN	- WS-1	WATER & SEWER PLAN	- A-7	FLOOR PLAN (COMMUNITY ROOM)
- L-1	DISPOSITION PLAN	- WS-2	WATER DETAILS	- A-8	ROOF PLAN (TYP. BUILDING 1)
- L-2	LANDSCAPE PLAN	- WS-3	SEWER DETAILS	- A-9	ROOF PLAN (BUILDING 5)
- IR-1	IRRIGATION PLAN			- A-10	ELEVATIONS (TYP. BUILDING 1 TO 4)
- IR-2	IRRIGATION PLAN DETAILS			- A-11	ELEVATIONS (BUILDING 5)
- LP-1	SITE LIGHTING PLAN				

THESE DRAWING & SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF RUBEN JUAN PUJOL, WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS EXECUTED OR NOT, THEY ARE NOT USED IN ANY MANNER OR PROJECTS OR EXTENSIONS TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH THE APPROPRIATE COMPENSATION TO RUBEN JUAN PUJOL AND ASSOCIATES.

RUBEN J. PUJOL
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12237 S.W. 204 TERRACE
MIAMI, FLORIDA 33177

SEAL:

CONSULTANTS:
Adonal Design &
Construction, Inc.
2307 S. Douglas Rd
Ste. 501
Miami, FL 33145

project information:
Magnolia at Pembroke
Park (47 Units)
3711-3715 SW 52 AVE
PEMBROKE PARK, FL 33023

project history:
△ REV
△ REV
△ REV
△ REV

DATE: FEBRUARY, 2022
JOB NUMBER:
TITLE: COVER SHEET

A-0



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project history:
△ REV
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△ REV
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DATE: FEBRUARY, 2022
JOB NUMBER:
TITLE: PROPOSED CONTEXT

A-0.1



February 16, 2022

Martin Hajtmacher, Manager
Pembroke BSD, LLC
1616 Northeast 205 Terrace
Miami, Florida 33179

Via Email Only

Dear Mr. Hajtmacher:

Re: Platting requirements for a parcel legally described as Lots 23 A and 23 D, "Hollywood Ridge Farms," as recorded in Miscellaneous Plat Book 2, Page 16, of the Public Records of Broward County, Florida. This parcel is generally located on the east side of Southwest 52 Avenue, between Hallandale Beach Boulevard and County Line Road/Southwest 41 Street, in the Town of Pembroke Park.

This letter is in response to your correspondence regarding the Broward County Land Use Plan's platting requirements for a proposed multi-family residential development on the above referenced parcel.

Planning Council staff has determined that replatting **would not be required** by Policy 2.13.1 of the Broward County Land Use Plan for the proposed development, subject to compliance with any applicable Broward County Trafficways Plan requirement.

As per the criteria of Policy 2.13.1, replatting is required for the issuance of building permits when constructing a non-residential or unified residential development, unless all of the following conditions are met:

- a. The lot or parcel is smaller than 10 acres and is unrelated to any adjacent development;
- b. The lot or parcel has been specifically delineated in a recorded plat;
- c. All land within the lot or parcel which is necessary to comply with the County Trafficways Plan has been conveyed to the public by deed or easement; and
- d. The proposed development is in compliance with the applicable land development regulations.

The subject parcel is less than 10 acres (approximately 2.95 acres) and meets the specifically delineated requirement. This platting interpretation is subject to the municipality finding that the proposed development is unrelated to any adjacent development, as noted in "a." above.

115 South Andrews Avenue, Room 307 • Fort Lauderdale, Florida 33301

954.357.6695 • Broward.org/PlanningCouncil

Martin Hajtmacher
February 16, 2022
Page Two

Some jurisdictions may be more restrictive and require platting in more situations than the Broward County Land Use Plan. The Town of Pembroke Park's platting requirements should be investigated.

The contents of this letter are not a judgment as to whether this development proposal complies with State or local vehicular access provisions, the Broward County Trafficways Plan, permitted uses and densities, local zoning, the land development regulations of the municipality or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.

If you have any additional questions concerning the Broward County Land Use Plan's platting requirements, please contact Leny Huaman at your convenience.

Respectfully,



Barbara Blake Boy
Executive Director

BBB:LRH

cc/email: Juan C. Jimenez, Town Manager
Town of Pembroke Park

Heidi Siegel, Town Planner
Town of Pembroke Park



PART II - CODE OF ORDINANCES
Chapter 28 - ZONING
ARTICLE III. - DISTRICT REGULATIONS
DIVISION 3. RM-16A MEDIUM DENSITY RESIDENTIAL DISTRICT

DIVISION 3. RM-16A MEDIUM DENSITY RESIDENTIAL DISTRICT¹

¹Editor's note(s)—Ord. No. 08-03-01, § 1, adopted Mar. 12, 2008, changed the title of Div. 3 from RM-16 Medium Density Multiple-Family Residential District to RM-16A Medium Density Residential District.

Editor's note(s)—Ord. No. 97-3-1, § 1, adopted Mar. 12, 1997, enacted provisions designated as Div. 3, §§ 28-131—28-147. Such sections have been redesignated as §§ 28-121—28-138 in order to avoid duplicate section numbers. See Div. 4.

Sec. 28-120. Purpose and intent.

The RM-16A Medium Density Residential District is intended primarily for use as residential, however, certain other uses may be permitted as a conditional use. This zoning district is intended primarily for the southwestern area of the current Town of Pembroke Park that was previously within the former Town of Hollywood Ridge Farms. Preferred development structures include multifamily dwelling uses such as multi-story mid-rises, 2-story garden apartments, townhouses, villas and other attached units. However, detached single-family dwelling units and landscape nurseries are permitted as well and are consistent with the Medium (10-16 DUA) Residential category depicted on the Town's adopted Comprehensive Plan Future Land Use Map (FLUM).

(Ord. No. 08-03-01, § 2, 3-12-08)

Sec. 28-121. Permitted uses.

No building or structure, or part thereof, shall be erected, altered, or used, or land or water used, in whole or in part, for other than one (1) or more of the following specified uses:

- (a) Multiple dwellings including villas and patio homes.
- (b) Any use permitted in the R-5 Zoning District subject to the limitations, requirements and procedures specified in the zoning ordinance for such use in that zoning district.
- (c) Zero lot line dwellings.
- (d) Uses accessory to any of the above uses when located on the same plot.

(Ord. No. 97-3-1, § 1, 3-12-97; Ord. No. 08-03-01, § 3, 3-12-08)

Sec. 28-122. Conditional uses.

The following uses shall only be conditionally permitted subject to the procedures and requirements provided elsewhere in this chapter.

- (1) Nursery schools or child centers, subject to the following standards:
 - a. Buildings shall be located at least thirty (30) feet from any property line.
 - b. Nursery schools or child care centers shall have at least one (1) completely fenced and secure play lot which shall be established, maintained and used for children at play. The fence shall be not less than five (5) feet in height.
 - c. Play lots located closer than fifty (50) feet to the plot line shall be screened by an opaque fence or wall or compact evergreen hedge not less than five (5) feet in height.

(Ord. No. 97-3-1, § 1, 3-12-97)

Sec. 28-123. Minimum size of plot.

Every plot shall have a minimum size of one acre with a minimum width of one hundred (100) feet.

(Ord. No. 97-3-1, § 1, 3-12-97)

Sec. 28-124. Maximum plot coverage.

The maximum combined area occupied by all main and accessory structures shall be thirty (30) percent for buildings three (3) stories and under; maximum coverage for four-story buildings shall be twenty-eight (28) percent.

(Ord. No. 97-3-1, § 1, 3-12-97)

Sec. 28-125. Maximum height of buildings.

No building or structure, or part thereof, shall be erected or altered to a height exceeding forty-five (45) feet with a maximum of four (4) stories.

(Ord. No. 97-3-1, § 1, 3-12-97)

Sec. 28-126. Minimum front yard.

- (a) Residential uses: Every plot used for dwelling purposes shall have a front yard of not less than fifty (50) feet in depth if abutting an arterial roadway, as depicted on the Broward County Trafficways Plan, or not less than twenty-five (25) feet in depth or depth equal to the height of the building, whichever is greater.
- (b) Nonresidential uses: Every plot whose principal use is nonresidential shall have a front yard of not less than thirty (30) feet in depth or a depth equal to the height of the building, whichever is greater.

(Ord. No. 97-3-1, § 1, 3-12-97)

Sec. 28-127. Minimum side yards.

For the purpose of applying the side yard requirements which follow, "abut" or "abutting" shall mean that the RM zone plot adjoins or is across a water body or local street from any R-5 zoned plot.

- (a) Residential uses that do not abut an R-5 zoned plot: Such plots shall have a side yard, on each side which does not abut an R-5 zoned plot, of at least fifteen (15) feet or one-half (1/2) of the height of the building, whichever is greater.
- (b) Nonresidential uses that do not abut an R-5 zoned plot: Such plots shall have a side yard, on each side which does not abut an R-5 zoned plot, of at least twenty (20) feet plus one (1) foot for each two (2) feet of building height, or portion thereof, over twenty (20) feet.
- (c) Residential or nonresidential uses on each side abutting an R-5 zoned plot: Such plots shall have the following side yard setbacks:
 - (1) Not less than twenty (20) feet in depth plus one (1) foot for each two (2) feet in building height over twenty (20) feet for nonresidential uses.
 - (2) Not less than fifteen (15) feet in depth for residential uses.

(Ord. No. 97-3-1, § 1, 3-12-97; Ord. No. 08-03-01, § 4, 3-12-08)

Sec. 28-128. Minimum rear yard.

For the purpose of applying the rear yard requirements which follow, "abut" or "abutting" shall mean that the RM zoned plot adjoins or is across a water body or local street from any R-5 zoned plot.

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(Supp. No. 38)

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- (a) Residential uses that do not abut an R-5 zoned plot: Such plots shall have a rear yard of not less than twenty (20) feet in depth plus one (1) foot for each two (2) feet in building height, or portion thereof, over twenty (20) feet.
 - (b) Nonresidential uses that do not abut an R-5 zoned plot: Such plots shall have a rear yard of not less than twenty-five (25) feet plus one (1) foot for each two (2) feet of building height, or portion thereof, over twenty (20) feet.
 - (c) Residential or nonresidential uses abutting an R-5 zoned plot: Such plots shall have the following rear yard setbacks:
 - (1) Not less than twenty-five (25) feet in depth plus one (1) foot for each two (2) feet in building height over twenty (20) feet for nonresidential uses.
 - (2) Not less than twenty (20) feet in depth for residential uses plus one (1) foot for each two (2) feet in building height over twenty (20) feet.

(Ord. No. 97-3-1, § 1, 3-12-97; Ord. No. 08-03-01, § 5, 3-12-08)

Sec. 28-129. Minimum street yards (corner plots).

All side or rear yards that abut any street shall have a minimum dimension which is the greater of the front yard or the applicable side or rear yard requirement.

(Ord. No. 97-3-1, § 1, 3-12-97)

Sec. 28-130. Prohibition of vehicular use areas in required yards.

- (a) Vehicular use shall not be located within the first ten (10) feet of a required front yard on all plots and shall not be located within five (5) feet of a required side yard and five (5) feet of a required rear yard.
- (b) No vehicular encroachment, other than necessary access ways, shall be permitted within the above required setbacks or a required buffer.

(Ord. No. 97-3-1, § 1, 3-12-97)

Sec. 28-131. Minimum separation of any building from any vehicular use area.

A vehicular use area shall be separated from any building by at least a ten-foot unpaved landscape area. Perpendicular sidewalks leading to building entrances may be located in this area.

(Ord. No. 97-3-1, § 1, 3-12-97)

Sec. 28-132. Maximum building length.

No building or structure shall be erected or altered to a length greater than two hundred (200) feet.

(Ord. No. 97-3-1, § 1, 3-12-97)

Sec. 28-133. Minimum distance between buildings and building orientations.

- (a) Standard building separations. Buildings shall be separated by at least twenty (20) feet at the closest point or by the sum of the building heights divided by two (2), whichever is greater.

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(Supp. No. 38)

(b) Special building separations:

- (1) Buildings arranged in a lineal form with a combined length in excess of four hundred (400) feet shall have a minimum separation twice the distance specified in subsection (a) of this section. Where buildings are back-to-back, front-to-front, or front-to-back, the minimum distance between any two (2) buildings so situated shall be the greater of twenty (20) feet or the sum of the building heights divided by two (2). However, the average separation between such buildings shall not be less than forty (40) feet.
- (2) When buildings arranged in a lineal form are staggered by a minimum offset of five (5) percent of the combined building lengths or where the buildings are arranged to form an angle greater than fifteen (15) degrees end-to-end, the lineal standards shall not be applied.

(Ord. No. 97-3-1, § 1, 3-12-97)

Sec. 28-134. Minimum landscaped open space.

Each plot of less than one and one-half (1.5) acres in total area shall provide at least forty (40) percent of its area in landscaped open space. Each plot greater than or equal to one and one-half (1.5) acres in total area shall provide at least forty-five (45) percent of its area in landscaped open space. For the purpose of this section, recreation facilities, (i.e. tot lots, swimming pools, etc.) shall be considered landscaped open space.

(Ord. No. 97-3-1, § 1, 3-12-97)

Sec. 28-135. Minimum useable open space.

- (a) Plots shall contain a minimum useable open space of six and one-half (6½) percent of the plot area.
- (b) Multifamily developments of three (3) acres or more in size shall provide a play lot with play equipment designed for children ages two (2) through six (6). Said play lot shall have at least fifteen (15) square feet or area for each dwelling unit with two (2) or more bedrooms. The minimum size for any play lot shall be seven hundred fifty (750) square feet. The play lot shall be located away from streets, lakes or canals and shall be fenced. The multifamily development shall locate the play lot in an area which is not directly adjoining or across a water body from any R-5 or T-1 zoned plot unless it is impractical, as determined by the Town Commission, or the multifamily development employs other site planning criteria such as increased and staggered plantings between the R-5 or T-1 zoned plot and the play lot to reduce noise. The play lot and equipment shall be constructed in accordance with the United States Consumer Products Safety Commission guidelines. A plot may use all or a portion of its useable open space requirements to satisfy the requirement to provide a play lot. However, the requirement for a play lot will not be applied to multifamily developments, or those portions of a multifamily development, restricted by deed, a notation on the face of the plat or other recorded instrument which in the opinion of the Town Attorney creates said restriction to adults.
- (c) For the purpose of the section, recreation facilities (i.e. tot lots, swimming pools, etc.) shall be considered useable open space.

The development shall locate any game courts in an area which is not directly adjoining or across a water body or local street from any R-5 or T-1 zoned plot, unless it is impractical, as determined by the Town Commission, or the multifamily development employs other site planning criteria such as increased and staggered plantings between the R-5 or T-1 zoned plot and the game courts to reduce noise.

(Ord. No. 97-3-1, § 1, 3-12-97; Ord. No. 08-03-01, § 6, 3-12-08)

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(Supp. No. 38)

Sec. 28-136. Minimum floor area.

The minimum floor area of a one-family dwelling unit shall not be less than one thousand two hundred (1,200) square feet and the minimum floor area of dwelling unit in a two-family dwelling (duplex) shall be not less than eight hundred (800) square feet.

The minimum floor area of a dwelling unit in a multiple family dwelling shall not be less than as follows:

Dwelling Unit Type
Minimum Floor Area
(square feet)

- (1) Efficiency unit 550
- (2) One-bedroom unit 750
- (3) Two-bedroom unit 900
- (4) For each additional bedroom in excess of two (2) add 150

(Ord. No. 97-3-1, § 1, 3-12-97)

Sec. 28-137. Limitation on number of dwelling units per gross acre.

Each plot or portion of a plot which is zoned RM-16A shall not exceed a density of sixteen (16) dwelling units per gross acre provided the requirements of the Code of Ordinances (and the Land Development Code) and Comprehensive Plan are satisfied or the Town Commission authorizes the use of reserve or flexibility units, if required.

(Ord. No. 97-3-1, § 1, 3-12-97; Ord. No. 08-03-01, § 7, 3-12-08)

Sec. 28-138. Required perimeter buffering adjacent to streets and abutting properties.

When an RM-16A zoned plot abuts or is across a water body or street from any R-5 or T-1 zoned plot, a buffer area shall be required on the RM-16A zoned property which satisfies one of the following criteria:

- (a) When a wall or berm is used: The buffer area shall include a solid opaque screen with a minimum height of four (4) feet and a maximum height of six (6) feet. The minimum width of the buffer area shall be fifteen (15) feet where abutting any R-5, T-1 or similarly zoned plot and ten (10) feet where abutting any other zoned plot. This option may be used without placing a solid opaque screen on the RM-16A zoned plot if the abutting plot has a minimum four-foot high solid opaque screen between the plots.
- (b) When a wall or berm is not used: The minimum width of any such buffer shall be fifteen (15) feet to screen adjoining streets, parking lots, other vehicle use areas or single story buildings. Where there is no vehicle uses area between a building and the plot line abutting any R-5, T-1 or similarly zoned plot, then the minimum width of the buffer shall be fifteen (15) feet in width.

(Ord. No. 97-3-1, § 1, 3-12-97; Ord. No. 08-03-01, § 8, 3-12-08)

DIVISION 3.25. RM-16B MEDIUM DENSITY RESIDENTIAL DISTRICT

Sec. 28-138.1.1. Purpose and intent.

The RM-16B Medium Density Residential District is intended primarily for residential uses if re-development occurs in the Mobile Home/RV Parks located in the eastern areas of the Town of Pembroke Park. Parcels of land in this area are generally very large, un-platted and have been used as Mobile Home/RV Parks communities since the mid 1950s. Preferred development types include single-family (either traditional or zero lot line), two-family (duplex) and lower intensity multifamily development uses such as villas and other attached units and customary accessory uses consistent with the Medium (10-16 DUA) Residential category depicted on the Town's adopted Comprehensive Plan Future Land Use Map (FLUM). The areas currently used for Mobile Home/RV Parks uses are restricted to one-story structures in the Town Code. As such development intensities, building massing and building heights in the RM-16B District are restricted to be compatible with the character of existing developments.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.2. Permitted uses.

No building or structure, or part thereof, shall be erected, altered, or used, or land or water used, in whole or in part, for other than one (1) or more of the following specified uses:

- (a) Multiple dwellings including villas and patio homes.
- (b) Any use permitted in the R-5 District subject to the limitations, requirements and procedures specified in the zoning ordinance for such use in that district.
- (c) Zero lot line dwellings.
- (d) Uses accessory to any of the above uses when located on the same plot.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.3. Minimum size of plot.

Every plot shall have a minimum size of one acre with a minimum width of one hundred (100) feet.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.4. Maximum plot coverage.

The maximum combined area occupied by all main and accessory structures shall be thirty-five (35) percent.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.5. Maximum height of buildings.

No building or structure, or part thereof, used for residential purposes, shall be erected or altered to a height exceeding twelve (12) feet or one story in height within seventy (70) feet of the boundary of a plot line. A building or structure used for residential purposes located more than seventy (70) feet from a plot line may not exceed twenty-five (25) feet or two (2) stories in height. Accessory buildings or structures such as community buildings for recreation, laundry, meetings and offices shall not exceed twenty-five (25) feet or two (2) stories in height.

(Ord. No. 08-03-02, § 1, 3-12-08)

(Supp. No. 38)

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Sec. 28-138.1.6. Minimum front yard.

Every plot shall have a front yard setback of not less than fifty (50) feet in depth if abutting an arterial roadway, as depicted on the Broward County Trafficway Plan, or not less than twenty-five (25) feet in depth abutting any other roadway.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.7. Minimum side yards.

Every plot shall have side yard setbacks of not less than fifteen (15) feet in depth.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.8. Minimum rear yard.

Every plot shall have a rear yard setback of not less than twenty (20) feet in depth.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.9. Minimum street yards.

All side or rear yards that abut a street shall have a minimum dimension which is the greater of the front yard or the applicable side or rear yard requirement.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.10. Prohibition of vehicular use areas in required yards.

- (a) Vehicular use shall not be located within the first ten (10) feet of the required front yard on all plots and shall not be located within five (5) feet of a required side yard and five (5) feet of a required rear yard.
- (b) No vehicular encroachment, other than necessary ways, shall be permitted within the above required setbacks or a required buffer.
- (c) Notwithstanding the above, for single-family developments, the Town Commission may elect to approve modified criteria based on the site development plan design.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.11. Minimum separation of any building from any vehicular use area.

All vehicular use areas shall be separated from any building by at least a ten-foot unpaved landscape area, except for a driveway to a garage or covered parking structure. Perpendicular sidewalks leading to building entrances may be located in this area.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.12. Maximum building length.

No building or structure shall be erected or altered to a length greater than two hundred (200) feet.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.13. Minimum distance between buildings and building orientations.

Buildings shall be separated by at least twenty (20) feet at the closest point or by the sum of the building heights divided by two (2), whichever is greater.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.14. Minimum landscaped open space.

Each plot of less than one and one-half (1½) acres in total area shall provide at least forty (40) percent of its area in landscaped open space. Each plot greater than or equal to one and one-half (1½) acres in total area shall provide at least forty-five (45) percent of its area in landscaped open space. For the purposes of this section, recreational facilities (i.e. tot lots, swimming pools, etc.) shall be considered landscaped open space.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.15. Minimum useable open space.

- (a) Plots shall contain a minimum useable open space of six and one-half (6½) percent of the total plot area.
- (b) Developments of three (3) acres or more in size shall provide a play lot with play equipment designed for children ages two (2) through six (6). Said play lot shall have at least fifteen (15) square feet of area for each dwelling unit with two (2) or more bedrooms. The minimum size for any play lot shall be seven hundred fifty (750) square feet. The play lot shall be located away from any street, lake or canals and shall be fenced. The development shall locate the play lot in an area which is not directly adjoining or across a water body from any R-5 or T-1 zoned plot unless it is impractical, as determined by the Town Commission, or the development employs other site planning criteria such as increased and staggered plantings between the play lot and the R-5 or T-1 zoned plot to reduce noise. The play lot and equipment shall be constructed in accordance with the United States Consumer Products Safety Commission guidelines. A plot may use all or a portion of its useable open space requirement to satisfy the requirement to provide a play lot. For the purpose of the section, recreational facilities (i.e. tot lots, swimming pools, etc.) shall be considered useable open space. However, the requirement for a play lot will not be applied to multifamily developments, or those portions of development, restricted by deed, a notation on the face of the plat or other recorded instrument which in the opinion of the Town Attorney creates said restriction to adults.
- (c) The development shall locate any game courts in an area which is not directly adjoining or across a water body or local street from any R-5 or T-1 zoned plot, unless it is impractical, as determined by the Town Commission, or the multifamily development employs other site planning criteria such as increased and staggered plantings between the game courts and the R-5 or T-1 zoned plot to reduce noise.

(Ord. No. 08-03-02, § 1, 3-12-08)

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(Supp. No. 38)

Sec. 28-138.1.16. Minimum floor area.

The minimum floor area of a one-family dwelling unit shall not be less than one thousand two hundred (1,200) square feet and the minimum floor area of a dwelling unit in a two-family dwelling (duplex) shall be not less than eight hundred (800) square feet.

The minimum floor area of a dwelling unit in a multiple family development shall not be less than as follows:

Dwelling Unit Type	Minimum Floor Area(square feet)
(a) Efficiency Unit	550
(b) One-Bedroom Unit	750
(c) Two-Bedroom Unit	900
(d) For each additional bedroom in excess of two	add 150

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.17. Limitation on number of dwelling units per gross acre.

Each plot or portion of a plot which is zoned RM-16B shall not exceed a density of sixteen (16) dwelling units per gross acre provided the requirements of the Code of Ordinances (and the Land Development Code) and Comprehensive Plan are satisfied or the Town Commission authorizes the uses of reserve or flexibility units.

(Ord. No. 08-03-02, § 1, 3-12-08)

Sec. 28-138.1.18. Required perimeter buffering adjacent to streets and abutting properties.

When an RM-16B zoned plot abuts or is across a water body or street from any R-5, T-1 or similar zoning classification in an adjoining governmental jurisdiction, a buffer area shall be required on the RM-16B zoned property which satisfies one of the following options:

- (a) When a wall or berm is used: The buffer area shall include a solid opaque screen with a minimum height of six (6) feet and a maximum height of ten (10) feet. The minimum width of the buffer area shall be fifteen (15) feet where abutting any street, R-5, T-1 or similar zoned plot and ten (10) feet where abutting any other zoned plot. This option may be used without placing a solid opaque screen on the RM zoned plot if the abutting plot has a minimum four-foot high solid opaque screen between the plots.
- (b) When a wall or berm is not used: The minimum width of any such buffer shall be fifteen (15) feet to screen adjoining parking lots, other vehicle use areas or single story buildings. Where there is no vehicular use area between a building and the plot line abutting any R-5 or T-1 zoned plot then the minimum width of the buffer shall be fifteen (15) feet.

The buffer shall be landscaped in accordance with the provisions set forth elsewhere in this chapter.

(Ord. No. 08-03-02, § 1, 3-12-08)

Created: 2021-09-24 12:33:43 [EST]

(Supp. No. 38)

RESOLUTION NO. 2022-021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A SITE DEVELOPMENT PLAN FOR APPLICATION 22-SP-01 LOCATED AT 3711-3715 SOUTHWEST 52ND AVENUE PEMBROKE PARK, FL/ MAGNOLIA AT PEMBROKE PARK-47-UNIT TOWNHOME PROJECT; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 20-16 of the Town of Pembroke Park (the “Town”) Town Code (the “Code”) provides that, “No building or structure shall be erected or altered or any change of use consummated nor shall any building permit be issued therefor unless or until a site development plan for such building, structure or use shall have been approved by the Town Commission.”; and

WHEREAS, the Planning and Zoning Board (“P & Z Board”) reviewed the Site Development Plan for application 22-SP-01 application located at 3711-3715 Southwest 52 Ave. at their October 6, 2022, meeting; discussed the matter; and voted to recommend approval of the amendment to the Site Development Plan, subject to the conditions recommended by the Town Planner (planning report attached as Exhibit A); and

WHEREAS, the Town Commission desires approve the Site Development Plan application subject to the conditions set forth by the Town Planner.

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

Section 1: The Site Development Plan amendment for application 22-SP-01 located at 3711-3715 Southwest 52 Ave. is approved subject to the conditions set forth by the Town Planner (see Exhibit A).

Section 2: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

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

PASSED AND ADOPTED, this 15th day of October, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida

33023

954.966.4600 • www.tppfl.gov



TO: Planning and Zoning Board

FROM: Michael Vonder Meulen, AICP, Consulting Town Planner

MEETING DATE: October 06, 2022

SUBJECT: Site Plan / 22-SP-01
3711-3715 Southwest 52nd Avenue Pembroke Park, FL/
Magnolia at Pembroke Park-47-unit Townhome Project

APPLICANT: Pembroke BSD LLC / Pembroke Park Holdings, Inc

SITE DATA

Property Folio ID:	514230130260
Owner/Agent:	Pembroke BSD LLC / Pembroke Park Holdings, Inc
Land Use Designation:	Medium Density (RES.)
Adjacent Land Use Designation:	North: Medium Density
	East: Medium Density
	South: Medium Density
	West: Medium Density
Zoning Designation:	RM-16A Medium Density Multiple-Family Residential District
Adjacent Zoning Designation:	North: RM-16A
	East: RM-16A
	South: RM-16A
	West: RM-16A

PROJECT BACKGROUND

The applicant, Pembroke BSD, LLC is requesting Site Plan approval for a new development consisting of five (5) two-story buildings with a total of 47 residential townhome units and a 1,106 square foot community center, referred to as *Magnolia at Pembroke Park*, which includes associated amenities, parking, and landscaping. The property is located on the west side of 52nd Ave, approximately 0.6 mile south of Hallandale Beach Boulevard. and 41st Street to the North intersection. The site currently contains three (3) existing single-family



residences built in 1949 to be demolished.

The proposed site plan was reviewed by the Town's Development Review Committee comprised of the Town Planner, Town Landscaper, Traffic Consultant, Town Engineer, Building Official and BSO Fire Prevention. The project was determined to be substantially compliant with the Town's regulations and ordinances. The review included required water and sewer service and was found to be adequate. A final determination of concurrency will be made at the time of building permit. Additionally, the project will be required to pay impact fees at the time of building permit.

PROJECT ANALYSIS

The proposed project includes five (5) two-story buildings, consisting of a total of 47 residential units and a 1,106 square foot community center with pool and playground. The total square footage of each unit is 1,602 including first and second floors.

COMPREHENSIVE PLAN AND ZONING ANALYSIS

The subject property has a Land Use designation of "M" Medium Density (Res). The proposed use meets the intent of the Residential designation.

The subject land is identified on the Town's Official Zoning Map in the RM-16A Medium Density Residential District. The RM-16A Medium Density Residential District zoning is consistent with the adopted FLUM designation of "M" Medium Density (Res). The Zoning District is intended primarily for use as residential; however, certain other uses may be permitted as a conditional use.

Preferred development structures include multifamily dwelling uses such as multi-story mid-rises, 2-story garden apartments, townhouses, villas, and other attached units. However, detached single-family dwelling units and landscape nurseries are permitted as well and are consistent with the Medium (10-16 DUA) Residential category depicted on the Town's adopted Comprehensive Plan Future Land Use Map (FLUM). A list of full uses allowed are provided as an attachment.

Each plot or portion of a plot which is zoned RM-16A shall not exceed a density of sixteen (16) dwelling units per gross acre provided the requirements of the Code of Ordinances (and the Land Development Code) and Comprehensive Plan are satisfied, or the Town Commission authorizes the use of reserve or flexibility units, if required.



SITE ZONING REQUIREMENTS

The maximum height allowed on the site is 45 feet. The proposed height of the townhome is 18' 6" feet. The proposed buildings meet the required setbacks.

Use	Required Front Setback	Provided Front Setback	Required Street Side Setback	Provided Street Side Setback	Required Side Setback	Provided Side Setback	Required Rear Setback	Provided Rear Setback
Multifamily Residential	25 ft	25 ft	N/A ft	N/A	15 ft	25 ft 3 in	20 ft	20 ft

The applicant is proposing landscaping that meet the Town's requirements and enhances the site.

ARCHITECTURE

The proposed project is compatible with the surrounding parcels. Section 5-103(p) of the Code of Ordinances addresses building design in the Town. A relatively wide variety of architectural designs and materials are permitted. However, it is intended that a basic harmony of architecture shall prevail so that no building shall detract from the attractiveness of the overall environment.

The applicant has worked closely with the Town Planner to achieve an architectural style that is cohesive throughout the site.

PARKING/TRAFFIC

Adequate parking has been proposed by the applicant in accordance with the City's Land Development Regulations. The applicant is providing at least two parking spaces per unit (one-car garage plus one space driveway).

PLAT

A platting determination letter from the Broward County Planning Council, dated February 16, 2022, for a "residential development" confirmed that replatting is not required.

TRAFFIC IMPACT STUDY

As part of the application the applicant provided a Traffic Impact Study. The Traffic Impact Study details the projected vehicle trip the proposed uses on site will generate. The report was reviewed by the Town's Traffic Engineer Consultant, and it was determined that the proposed project will not degrade the level of service on SW 52 Avenue or Hallandale Beach Boulevard.



RECOMMENDATION

1. This approval is granted for Site Development Plans dated August 31, 2022
2. All exterior paint colors will require a Town Paint Permit to be reviewed by the Town Planner in accordance with the Town's adopted color palette.
3. The Site Development Plan approval will expire 18 months from the date of Town Commission approval unless extended in accordance with Section 20-25 of the Code if no valid building permit for site work or a principal building has been issued and kept in force.
4. All signage must meet the Town's sign requirements or apply for an appropriate variance.

ATTACHMENTS

Application for Site Development Plan Approval
Project Narrative
Color Renderings
Plat Letter from Broward County
A List of Allowed Uses

Details for Traffic Study and DRC comments/meetings are available upon request.

Page 4 of 4

ORDINANCE NO. 2022-012

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

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Town of Pembroke Park (“Town”) staff has determined that in order to be in conformance with Broward County regulations regarding candidate qualifications for elections, the Town must amend Chapter of the Town Code; and

WHEREAS, references in the Town code should be revised to correctly reflect the duties of the Town Clerk; and

WHEREAS, the Town Commission for the Town finds that it is in the best interest of the Town and promotes the public health, safety and general welfare of its citizenry to amend Chapter 8 “Elections.”

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

Section 1: CHAPTER 8 “ELECTIONS”, ARTICLE II “REGISTRATION OF ELECTORS”, ARTICLE III “ELECTION PROCEDURE”, ARTICLE IV “POLL

WATCHERS”, AND ARTICLE V “QUALIFICATIONS OF CANDIDATES” is amended as set forth below, as shown in ~~strike through~~ and underline format.

Chapter 8 ELECTIONS

* * *

ARTICLE II. REGISTRATION OF ELECTORS

Sec. 8-16. Registration book; deadline prior to election.

The ~~Clerk-Commissioner~~ Town Clerk shall be the chief registration officer who shall register all persons applying to him/her who are qualified as electors under the provisions of the Charter of the Town. For this purpose, a registration book and/or books shall be kept and remain open at the office of the Town Clerk ~~Clerk-Commissioner~~ or at a place designated by appropriate action of the Town Commission before holding any municipal elections, regular or special. Such books shall remain open for registration for a period of thirty (30) days between the hours of 9:00 a.m. and 5:00 p.m. each day, and shall be closed not later than thirty (30) days before the date of such municipal election, whether regular or special.

Sec. 8-17. Administration of oath.

Each person applying to be registered shall take the following oath which shall be administered by the Town Clerk ~~Clerk-Commissioner~~:

"I do solemnly swear that I am a bona fide resident of Broward County, Florida, and a freeholder owning real property located in Pembroke Park, Florida, and possess all the qualifications of an elector of said municipal corporation."

The name of each person so registered shall be entered in a book or books prepared for that purpose, which book shall show approximately the age, occupation and place of residence of each person so registered.

ARTICLE III. ELECTION PROCEDURE

Sec. 8-31. Publication of election notice.

- (a) All elections the time of which is not provided for by law shall be called by the Town Commission by ordinance and notice shall be given forthwith of the time and place of such election once each week for two (2) consecutive weeks in a newspaper of general circulation in the County.
- (b) Notice of the hours of such election and the polling places herein fixed shall be given by the Town Clerk ~~Clerk-Commissioner~~ of the Town by publishing a notice in a newspaper regularly published in the County, in two (2) consecutive weekly issues of such newspaper, prior to such general election. The notice shall plainly state the date, time and polling places of holding such election. The first publication shall be at least fifteen (15) days prior to the date of the election.

* * *

Sec. 8-35. Certification of qualifying candidates.

- (a) The Town Clerk ~~Clerk-Commissioner~~ shall certify to the Town Commission the names of all candidates duly qualified for the office of Town Commissioner within three (3) days of the closing date for qualifying.
- (b) Only those candidates who have duly qualified with the Town Clerk ~~Clerk-Commissioner~~, in accordance with the Charter and ordinances thereto appertaining, shall have their names printed on the official ballot for use in the general election.

Sec. 8-36. Preparation of ballot.

The Town Clerk ~~Clerk-Commissioner~~ shall prepare the ballot for the conducting of any election. He shall prepare the ballots in time for the holding of any election, placing thereupon the names of all candidates who are duly qualified in accordance with the ordinances of the Town.

* * *

ARTICLE IV. POLL WATCHERS

* * *

Sec. 8-49. Appointment; written designation.

Poll watchers must be designated and appointed at least by 5:00 p.m. of the fifth day prior to any special or general election, by written notice filed with the Clerk-Commissioner on forms provided by the Town Clerk ~~Clerk-Commissioner~~. Such written designation is to be signed by the candidate designating the poll watcher. Town Clerk ~~Clerk-Commissioner~~ shall furnish a list of designated poll watchers to each Election Board.

* * *

ARTICLE V. QUALIFICATIONS OF CANDIDATES

Sec. 8-66.1. Candidate qualifying period.

- (a) The qualifying period for candidates shall be set by the Broward County Supervisor of Elections for the office of Town Commission ~~shall be at least forty-five (45) days but not more than sixty (60) days prior to the date of the general election for such office.~~
- (b) The qualifying period for candidates for office of Town Commission shall open at 12:00 noon on any work day and close at 12:00 noon on the third calendar day following such opening day.

Sec. 8-67. Oath or affirmation.

Candidates for the office of Town Commissioner shall qualify with the Town Clerk ~~Clerk-Commissioner~~ by filing an oath or affirmation in writing in which he shall state the title of the office for which he is a candidate, that he is a qualified elector of Pembroke Park, that he has paid the filing fee for candidates for the office he seeks, and that he has taken the oath as required by Florida Statutes.

Sec. 8-68. Filing fee.

The filing fee for candidates for the office of Town Commissioner shall be twenty-five dollars (\$25.00), which fee shall be paid to the Town Clerk ~~Clerk-Commissioner~~, and which fee shall be deposited in the general revenue of the Town.

Sec. 8-69. Certification of names.

The Town Clerk ~~Clerk-Commissioner~~ shall certify to the Town Commission the names of all candidates duly qualified for the office of Town Commissioner within five (5) days of the closing date for qualifying.

Sec. 8-70. Printing of names on ballot.

Only those candidates who have duly qualified with the Town Clerk ~~Clerk-Commissioner~~ in accordance with the Charter and ordinances thereto appertaining shall have their names printed on the official ballot for use in the general election.

Section 2. Codification. It is the intention of the Town Commission of the Town of

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

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be in force and take effect as provided by law.

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

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

ATTEST:

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. 2022-013

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

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Section 2.21 of the Town Code of Pembroke Park (the “Town Code”) sets forth the Town of Pembroke Park (“Town”) Town Commissioner salary and such salary has not been adjusted since 2016; and

WHEREAS, while the Town Code was amended by ordinance in 2016 to reflect that each commissioner would receive a salary of \$3,500 per month, the ordinance was never codified and so the Town Code does not currently reflect the correct salary, which is in fact, \$42,000 annually; and

WHEREAS, the Town Commission finds that it would promote the public health, safety and general welfare of its citizenry to adjust Town Commission compensation to \$52,000 annually.

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

Section 1: CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COMMISSION”, DIVISION 2 “COMPENSATION” is amended as set forth below, as shown in

~~strikethrough~~ and underline format.

ARTICLE II. - TOWN COMMISSION

* * *

DIVISION 2. – COMPENSATION

Sec. 2-21. - Town Commission compensation.

(a) Each member of the Town Commission shall be paid ~~a monthly~~ an annual salary in the amount of ~~\$52,000.00~~ \$3,500.00.

(b) ~~Such payment~~ Payments shall be made to each member of the Town Commission in advance on the first day of each month.

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be in force and take effect as provided

by law.

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

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

AGENDA ITEM REPORT



To: Commision Information
Subject: Proposed Dumpster Enclosures Requirements
Meeting: 10 15 2022 DRAFT SPECIAL COMMISSION MEETING - Oct 15 2022
Department: Planning and Zoning
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Building Dumpster Report](#)
[2022-014 dumpster enclosures ordinance](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 22-021

DATE: September 21, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

VIA: Melissa Anderson, Esq., Town Attorney

FROM: Miguel A. Núñez, Building Official *MN*

RE: **PROPOSED DUMPSTER ENCLOSURES REQUIREMENTS.**

At this time, I would like to propose to the Town Commission to accept the proposed addition to require that all commercial and multi-residential buildings have a dumpster enclosure, to avoid the garbage bins to be placed in wrong locations outside of their control, while maintaining a level of vermin and garbage isolation to spill to the town owned infrastructure (stormwater drainage and roads).

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

Respectfully submitted.

Cc: File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-020.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-020.docx)

ORDINANCE NO. 2022-014

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

WHEREAS, currently the Town does not require dumpster enclosures in the Town; and

WHEREAS, Town staff has determined that Article III “Dumpsters” within Chapter 11 “Garbage and Refuse” should be amended to require dumpster enclosures and to provide criteria and enforcement provisions in relation to such dumpster enclosures; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to amend Article III “Dumpsters” within Chapter 11 “Garbage and Refuse” to require dumpster enclosures and to provide criteria and enforcement provisions in relation to such dumpster enclosures.

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

Section 1: Article III “Dumpsters” within Chapter 11 “Garbage and Refuse”
Amended. Article III “Dumpsters” within Chapter 11 “Garbage and Refuse” is amended as set forth below (shown in ~~strike through~~ and underline format).

ARTICLE III. – DUMPSTERS

Sec. 11-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Garbage dumpster means any garbage receptacle, trash receptacle or container with a capacity of one (1) cubic yard or greater.

~~*Overloading garbage dumpsters*~~ means placing material in a garbage dumpster that exceeds the capacity of the garbage dumpster by extending beyond the plane of the rim of the garbage dumpster and/or owning or leasing a garbage dumpster that is or becomes overloaded as described in this definition.

Sec. 11-32. Dumpster Enclosures Required.

(a) Purpose and applicability. The purpose of this division is to promote the public health, safety, and welfare through the regulation of dumpsters and dumpster enclosures in order to decrease and eliminate conditions of overflowing garbage and waste within the town.

(b) Placement of dumpsters.

(1) Dumpsters shall be placed for collection purposes in a location accessible to authorized vehicles and shall have an identifiable sign adhered to the dumpster which contains the name of the private hauler and contact number. Said sign shall be clearly visible. Unless in a public right-of-way for purposes of collection only, all dumpsters shall be placed within an approved enclosure as provided for herein.

(2) It shall be unlawful for any person to place or cause to be placed, a dumpster that services private property upon or in any street, swale, alley, sidewalk, public right-of-way or public property; provided however, that such dumpster or container may be placed in the public right-of-way on the scheduled day of collection and only for the period of time necessary for collection. The dumpster shall be returned to its approved enclosure or location on the same day that it is set out for collection within two hours after being serviced.

(c) Enclosure and dumpster requirements. The following enclosure and dumpster requirements shall be met by all properties as described below:

(1) All users of dumpsters, shall provide an on-site enclosure for dumpsters except as otherwise provided herein. A building permit must be obtained prior to the construction and/or installation of an enclosure.

(2) Minimum size. Each enclosure shall provide sufficient clear space between each side of each dumpster (including lifting flanges) and the adjacent surface of that enclosure or other containers within that same enclosure to properly service the container. The height of each enclosure shall be 12 inches greater than the highest part of any dumpster or container therein.

(3) Service access. Placement of dumpsters and enclosures shall be planned and constructed in a manner that allows unobstructed access to each dumpster and the unobstructed opening of the gates during the emptying process. Dumpsters shall not be located in such a manner that the service vehicle will block any street intersection. When adjacent to residentially zoned properties, enclosures shall be placed as far as possible from the abutting residential property line.

(4) Gates. All enclosures shall have service access gates and their construction shall be of

sturdy metal frame and hinges with an opaque non-see-through facing material. Service gates shall be attached to a post not connected to the enclosure. Servicing gates shall incorporate gate stops and latches that are functional in the fully open and closed positions and shall be of a size that will permit servicing of the Dumpster. Enclosures with gates that swing out from the Dumpster shall be set back from the property line at least a distance equal to the width of the gate. Hinge assemblies shall be strong and durable so access and servicing gates function properly and do not sag. Enclosure gates shall be always closed except for the time necessary to service the Dumpsters.

(5) Pads and service drives. All enclosures shall be placed on poured concrete or any existing hardened paving system. A service access drive for the purpose of emptying the dumpster shall also be provided unless a hard surface that provides access to the dumpster already exists. Such pads and approach drives shall replace existing curb, gutter, and sidewalk when necessary. In cases where a hard surface or drive which is adequate to support the combined full weight of the dumpster, the enclosure and service vehicles does not exist, a ten-foot-wide hard surface extension directly in front of the dumpster shall be required for purposes of emptying the dumpster.

(6) Garbage containers. All dumpsters, receptacles and bulk containers which receive garbage, liquid waste or food from handling operations including, but not limited to, bakeries, meat processing food plants or any business establishment where it is determined that garbage, liquid waste or food will be accumulated, shall have a raised concrete slab, a drain and cleaning water facilities for said receptacles and containers and be constructed in accordance with the provisions of the Florida Building Code in effect in Broward County, Florida, as revised from time to time.

(7) Maintenance.

a. Approved enclosures shall be always maintained in good condition and appearance. Gates and latches shall be kept fully operable and shall be closed except during scheduled collection periods. Enclosures and dumpsters shall be cleaned after each collection service to prevent noxious odors and unsanitary conditions from occurring. Enclosure pads and access drives shall be repaired or rebuilt whenever the pavement structure deteriorates.

b. Dumpster lids shall be kept always closed except during actual collection.

c. Dumpsters and the area around the dumpster and dumpster enclosure shall not be used for disposal of furniture and major appliances except during a scheduled bulk pickup.

d. The dumpster shall never be overloaded.

e. All dumpsters shall be maintained in working order, including fully operational lids and wheels.

f. If a person is found by either a Special Magistrate or court of competent jurisdiction to have violated this ordinance on two occasions within a 180-day period or for three continuous days then the Town may require the person to obtain additional or larger capacity dumpsters and enclosures or increase the frequency of pickup in order to eliminate the overflow problem.

(8) Materials and construction methods. Enclosures shall be constructed of walls or fences of wood or plastic lumber, (finished) masonry units, (finished) concrete or any combination of these elements and shall be constructed in a manner described below in subdivisions a through g. The materials used shall be compatible with those of adjacent or surrounding buildings or structures

and may be used in any combination of the enclosure materials referenced above. Gates shall be constructed of opaque materials in the manner provided in subsection (4) above.

a. Wood lumber. Wood fences shall be of durable species, of a quality and design acceptable to the Director of the Department of Community Development Services or his/her designee. In making this determination, the Director or his/her designee shall consider the following:

i. Whether the wood is pressure-treated or has a finish that protects the wood from the elements;

ii. Adequacy of the supporting in-ground posts;

iii. That the lumber be a minimum of nominal one inch by a nominal six-inch boards and shall have a maximum spacing between boards of one inch.

b. Plastic lumber. Lumber shall be plastic members of new or recycled materials able to withstand the climatic and ultraviolet conditions of the region and of a quality and design acceptable to the Director of the Department of Community Development Services or his/her designee. In making this determination, the Director or his/her designee shall consider the following:

i. Whether the material is coated or has a finish that protects the plastic from the elements;

ii. Adequacy of supporting in-ground posts;

iii. That the lumber be a minimum of nominal one inch by nominal six-inch boards and shall have a maximum spacing between boards of one inch.

c. Masonry walls. All exterior faces of walls shall have a finish such as stucco, pre-finished block, stacked block with struck joints, shadow blocks, painted or similar, installed according to industry standards and meeting with the approval of the Town.

d. Concrete walls. Pre-cast or poured concrete walls shall have decorative textured finish of a quality acceptable to the Town.

e. Location and screening requirements. One or more of the following provisions may apply to enclosures:

i. Existing required landscape areas. The enclosure and access drive to a dumpster may encroach into the existing required landscape areas with the approval of the Town, if it is shown that it is necessary to provide adequate space for the enclosure and access drive. Such enclosures shall be landscaped to form a visual barrier between the enclosure and the street.

ii. Within parking areas. Enclosures may be located within or immediately adjacent to parking areas, regardless of building setback lines and shall be landscaped. Such landscaping may be reduced as the enclosure is located toward the rear or low visibility areas of the property away from the public streets, as long as a continuous visual barrier between the enclosure and the street is maintained. Applicants shall be permitted to reduce the width of existing parking spaces to no less than eight feet, six inches in width, and reduce the total number of spaces required, if shown to be necessary to provide space for the enclosure, which determination shall be made by the Town. For multi-family residential the overall parking ratio, however, shall not be reduced to less than one space for each dwelling unit.

iii. Within yards. Enclosures may be located within building setback areas subject to the setback requirements in subdivision iv. below and the enclosure shall be fully landscaped.

The landscaping may be reduced if the enclosure is located toward the rear of the property or in an area which is not highly visible from public streets as long as a continuous visual barrier between the enclosure and the street is maintained. If the enclosure is located within a highly visible area within the building setback area, additional landscaping, architectural treatments, or both in addition to a visual barrier, may be required on the site as determined by the Town. The additional landscaping, architectural treatments or both shall be required to the extent it is found necessary to mitigate the impact of the location of the dumpster and enclosure on the site.

iv. In compliance with setbacks. When determined by the Town, enclosures located in compliance with setbacks may be required to be fully landscaped when the enclosure is freestanding on a property in a high visibility location. Such landscaping may be reduced as the enclosure is located toward the rear or low visibility areas of the property away from the public streets, as long as a continuous visual barrier between the enclosure and the street is maintained.

f. Camouflage/alternate screening exception. In locations where sufficient space does not exist to allow construction of a dumpster enclosure and the provisions of this section have been met where possible, the Town may determine that no other trash option as described in this section is reasonably available and approve the application for a decorative veneer (camouflage) or other alternate screening method which may include conditions in lieu of enclosure construction. Such application and approval shall be conditioned so that there are no company identification/ advertising logos on the veneer surface, the veneer is painted or stained a color compatible with the character and appearance of surrounding properties and the main building site, the area surrounding the dumpster is landscaped and the dumpster is placed upon a concrete pad the purpose of which is to ensure that the dumpster is positioned such that it is not an aesthetic detriment to the community.

i. The property owner may submit an application to the Town along with the following requirements:

a. A site plan or survey detailing the building, the number and location of living units, type of business or commercial use lot size, landscaping on site (sod, trees, bushes, etc.), the number and location of parking spaces, the location service frequency and capacity of the existing and proposed bulk refuse containers and the type, nature and application methodology of the veneer surfacing for each container or a plan showing the proposed alternate screening or enclosure materials, including a description of how the alternate screening meets the purpose and intent of this section; and

b. A typewritten narrative of alternate waste disposal and other trash management options considered or available and the reasons why those options are not suitable or desirable for the location in question.

ii. Upon receipt of the application and all requisite documentation, the Town shall review the request and approve, approve with conditions or deny the request.

iii. If the property owner does not agree with decision of the Town, the property owner may appeal the decision to the Town Commission within ten days of the date of the decision.

g. Exemptions.

i. Wheeled bulk containers for the disposal of solid waste or the collection of recovered materials which are two cubic yards or less in size are exempt from the enclosure requirements of this section, provided that when not curbside for collection, they are positioned upon a hard surfaced pad located behind the building line(s) of the user location, and they are not

visible from the public right-of-way, and a hard surface roll-way from the pad to the servicing area is provided to facilitate servicing. Wheeled bulk containers shall only be placed curbside for collection and shall remain curbside for a reasonable amount of time in order to facilitate collection. In no case shall wheeled bulk containers remain overnight at curbside or streetside.

ii. If two or more wheeled bulk containers are used under this subdivision, they shall comply with the requirements for dumpsters and dumpster enclosures and shall be placed for storage on a pad.

iii. Exclusion. For the purposes of this section, a wheeled refuse cart of less than one cubic yard in size shall not be considered a wheeled bulk container.

iv. On sites where the container cannot be seen off-site, at a height of five feet above existing grade at any property line of the site no enclosure shall be required.

Sec. 11-32. -- Overloading.

~~It shall be unlawful for any person to overload any garbage dumpster or to permit any garbage dumpster to be overloaded on any property located within the town.~~

Sec. 11-33. - Violations deemed public nuisance.

Any garbage dumpster in violation of the terms of this article shall be deemed to be a public nuisance.

Sec. 11-34. - Responsibility of property owners.

It shall be the responsibility and duty of the owner of any lot, tract or parcel of land within the Town containing a garbage dumpster situated thereon to ensure that such garbage dumpster is not ~~overloaded~~ in violation of the terms and conditions of this article.

Sec. 11-35. - Penalty.

Any person who violates any of the provisions of this article shall, upon conviction thereof, be punished as allowed by law ~~by a fine not to exceed two hundred fifty dollars (\$250.00)~~. Each day any violation of any provision of this article shall continue shall constitute a separate offense. In addition, any person violating the provisions of this article shall be subject to the jurisdiction of the Town Code Enforcement Board as established in chapter 7 of this Code.

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this

Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

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

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

ATTEST:

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

AGENDA ITEM REPORT



To: Commision Information
Subject: Proposed change to parking spaces dimensions - Town Ordinance 28-301
Meeting: 10 15 2022 DRAFT SPECIAL COMMISSION MEETING - Oct 15 2022
Department: Planning and Zoning
Staff Contact: Miguel Nunez, Building Official

POLICY IMPLICATIONS:

Parking spaces change from 10x20 to 9x18

RECOMMENDATION:

Recommends approval

ATTACHMENTS:

[Building Parking Proposal Report](#)
[2022-015 offstreetparking ord](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 22-019

DATE: September 19, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

VIA: Melissa Anderson, Esq., Town Attorney

FROM: Miguel A. Núñez, Building Official *MN*

RE: **PARKING SPACES PROPOSED REQUIREMENTS.**

At this time, I would like to propose to the Town Commission to accept the proposed changes to the parking spaces dimensions; which will synchronize, the previous-multiple accepted stripping and spaces; while, generating a consistent dimension for all spaces within the town and not only for different areas or districts. Also, see below the chart comparison of other municipalities and their ordinances attachments.

	Municipality	Standard	Parallel
A	City of Coral Springs	9 x 18	10 x 25
B	City of Lauderhill	9 x 18	9 x 23
C	City of Miramar	9 x 18	9 x 24

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

Respectfully submitted.

Cc: File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-019.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-019.docx)

DIVISION 2. - OFF-STREET PARKING

Sec. 28-301. - Minimum requirements.

- (a) Permanently maintained off-street parking for vehicles shall be provided in connection with any building or premises used or designed to be used for such purposes as set forth in this section. For the purpose of this division, one (1) automobile parking space shall be a minimum of ~~nine (9) feet by twenty-eight (28) feet~~ nine (9) feet by eighteen (18) feet in length, except for spaces utilized for parallel parking. The parallel parking space shall not be less than nine (9) feet in width and twenty-four (24) feet in length. usable for the parking of an automobile. ~~Provided, however, an automobile parking space in the T-1 Mobile Home Park District shall be a minimum of nine (9) feet by eighteen (18) feet. usable for the parking of an automobile.~~ In addition, adequate interior driveways shall be provided so as to connect the parking space with a public street or area. More particularly, off-street parking shall comply with the minimum requirements, to wit:

EXHIBIT "A"

City of Coral Springs Parking Spaces Sizes Regulations; Section 250814 of their Code of Ordinances as published by Municode.

EXHIBIT "B"

City of Lauderdale Parking Spaces Sizes Regulations; Section 6.5.2.B of their Code of Ordinances as published by Municode.

EXHIBIT "C"

City of Miramar Parking Spaces Sizes Regulations; Section 808.1.5(a) of their Code of Ordinances as published by Municode.

- (1) *Size:* Each parking space required and provided pursuant to the provisions of this article shall be not less than nine (9) feet in width and eighteen (18) feet in length. See figure 1 in Zoning Appendix.
- (2) *Parallel parking:* Parallel parking shall be utilized for supplemental parking only and not for required parking. The minimum size shall not be less than ten (10) feet in width and twenty-five (25) in length. See Figure 2 in Zoning Appendix. Parallel parking shall not impede or adversely alter pedestrian connections, traffic flow or mass transit connections either to the interior or exterior of any property as determined by the city manager or his designee.
- (3) *Curbing:* The use of continuous class "D" type curbing in lieu of individual wheel stops is required in all parking lots unless specific reasons for the use of wheel stops can be justified through the city engineer. This will allow sixteen (16) feet of asphalt and a two-foot car bumper overhang. The two-foot car bumper overhang shall be in addition to the required landscape area, required buffer area or to a sidewalk. See Figure 3A and 3B in the Zoning Appendix.
- (4) *Striping:* All parking spaces shall be divided with painted double lines as per specifications on file in the Community Development division except for single family homes, zero lot line developments, townhouses and duplexes where the parking spaces are on a single family site or as otherwise permitted in this chapter. See Figure 3 in Zoning Appendix.
- (5) *Accessibility:* In all zoning districts, the width of access aisles and driveways shall be in conformance with the standards set forth in Figure 1 in the Zoning Appendix. Each space shall be accessible without driving over or through another parking space. Back-out parking onto any public right-of-way is only permitted in RS and RD zoned properties, and then only onto public rights-of-way of less than eighty (80) feet in width. Parking stalls abutting the same continuous drive aisle shall have the same angle and orientation. Drive aisles shall be one-way only which are less than twenty-four (24) feet wide or which abut parking stalls with angles less than ninety (90) degrees. Parking stall angles and drive aisle direction of flow may change only when the drive aisle is interrupted by a circulation drive or structure. These standards are set forth according to the city's Minimum Engineering Standards.
- (6) *Identification:* Parking facilities, including access aisles and driveways, shall be identified in accordance with Chapter 18 of the Land Development Code as to purpose and as to location when not clearly evident from a street or alley. The permitted direction shall be clearly marked with painted directional arrows at each end of the one-way aisles.
- (7) *Composition:* Parking facilities, including access aisles and driveways shall be surfaced with brick, asphalt or concrete surfacing maintained in a smooth, well-graded condition, through the use of restriping, resurfacing and resealing with standards set forth according to the city's Minimum Engineering Standards, provided, however, that the following exceptions shall apply:
 - (a) For the following specified uses up to twenty (20) per cent of the required off-street parking facilities may be provided through the utilization of a grass or lawn alternate parking surface:
 - Business;
 - Professional;
 - Industrial;

Nursing home;

Sanitariums;

Housing for the elderly;

Theater;

Private club;

Governmental;

Manufacturing;

Hospital;

Dormitories;

Schools.

- (b) Eighty (80) per cent of the required off-street parking facilities may be provided through the utilization of a grass or lawn parking surface area when the use of the property for which the off-street parking is required is for the following:

Church;

Funeral home;

Stadium or other sports facility.

- (c) Required base for alternate parking surface: The base for any alternate parking surface elected under subsection (5)(a) and (b), supra, shall meet the following criteria:

1. Four (4) inches of compacted limestone as sub base, and
2. Four (4) inches of topsoil over the compacted limestone, and
3. Solid grass sod or grass seed.

- (d) Maintenance-note and penalty for failure to maintain: Each owner electing the alternate parking surface as provided in subsection (5)(a) and (b) shall maintain said surface in a healthy and viable condition.

- (8) *Drainage:* All off-street parking facilities shall be drained so as not to cause any nuisances on adjacent or public property. Such drainage facilities shall be arranged for convenient access and safety of pedestrians and vehicles with standards set forth according to the city's Minimum Engineering Standards.

(Code 1972, § 20-498; Ord. No. 93-146, § 1, 9-21-93; Ord. No. 2007-115, § 29, 11-20-07)

6.5.1. *General requirements:*

- A. Every building, use or structure, instituted or erected after December 11, 1984, shall be provided with off-street parking facilities in accordance with the provisions of this section for the use of occupants, employees, visitors or patrons. Buildings, uses and structures instituted or erected on or before December 11, 1984 shall be required to provide off-street parking facilities in accordance with the provisions of this section within six (6) months of their sale or transfer anytime after June 1, 1999.
- B. Such off-street parking facilities shall be maintained and continued as an accessory use as long as the main use is continued.
- C. Where a building existed on December 11, 1984, provided there is no increase in floor area or capacity and there is no change of occupancy, such building may be modernized, altered or repaired, without providing additional off-street parking facilities.
- D. Where a building or use, which existed on December 11, 1984, is enlarged in floor area, volume, capacity, or space occupied, off-street parking facilities as specified herein shall be provided for the additional floor area, volume, capacity or space so created or occupied.
- E. Where nonconformities exist at commercial and multifamily sites, such as off-street parking, loading access fences, walls, lighting, landscaping, or similar nonconformities, such nonconformities may continue and the site may be altered only as provided below.
 - 1. No change shall be made to any nonconforming site improvement which increases the nonconformity. Changes which propose improvements which will have a greater impact on decreasing the nonconforming nature of the site than on increasing the nonconforming nature of the site may be approved by the Planning and Zoning Director and confirmed by the Development Review Committee (DRC) by way of site plan modification approval.
- F. It shall be unlawful for an owner or operator of any building, structure or use affected by this Code to discontinue, change or dispense with, or to cause the discontinuance or reduction of the required parking facilities apart from the discontinuance, sale, or transfer of such structure or use, without establishing alternative vehicle parking facilities which meet the requirements of this section. It shall be unlawful for any person, firm, or corporation to utilize such building, structure or use without providing the off-street parking facilities to meet the requirements of and be in compliance with this section.

6.5.2. *Location and design standards:*

- A. The off-street parking facilities required by this section shall be located on the same plot or parcel of land they are intended to serve; provided, however, when practical difficulties, as determined by the City Commission, prevent the establishment of such facilities upon the same plot, the off-street parking facilities shall be provided on land which abuts the premises they are to serve and are within seven hundred (700) feet of the premises they are to serve, and the owner of said parking area and the owner of the property to be served shall enter into written agreement with the City whereby the land providing the parking area shall never be sold or disposed of except in conjunction with the sale of the building the parking area serves so long as these parking facilities are required, and said agreement shall be recorded

at the expense of the owner of the property on which the facilities will be located and shall run with the land to bind the heirs, successors and assigns of said owner. Said written agreement may be voided by the City Commission if other provisions are made for off-street parking facilities pursuant to this section.

- B. Each parking space required and provided pursuant to the provisions of this section shall not be less than nine (9) feet in width, and eighteen (18) feet in length, except for spaces utilized for parallel parking. The parallel parking space shall not be less than nine (9) feet in width and twenty-three (23) feet in length.
- C. Off-street parking facilities required by this section shall be arranged or designed in the same manner as depicted in Table 1-1, "Minimum Space Requirements at Various Parking Angles for Self-Parking Facilities."

Table 6.5.-1

Minimum Parking Space Standards at Various Parking Angles for Self-Parking Facilities

Degrees parking	Aisle	Linear feet space	Space
0	12*	9	23
20—50	15*	9	18
60	18*	9	18
70	20*	9	18
75	22*	9	18
80	24*	9	18
90	24	9	18

- D. The required off-street parking facilities shall be clearly delineated by four-inch, visible, painted striping, except for single-family dwellings. Parking and vehicle service areas which abut landscaped areas, shall be designed with bumper guards, wheel stops, or contiguous curbing. The required bumper guards or wheel stops shall be located a minimum of two and one-half (2½) feet from any landscaped area, sidewalk structure or property line. The required off-street parking facilities, including access aisles and driveways shall be surfaced with hard, durable, dustless material, and maintained in a smooth well graded condition.
- E. All required parking spaces shall be directly accessible from a public or private street, alley or easement. All off-street parking areas shall be designed to permit convenient maneuvering of vehicles and each space shall be accessible without driving over or through any other parking space. Backout parking shall not be permitted on any street or highway designated on the Lauderhill Land Use Plan Map, except for parking spaces required for single-family dwellings.
- F. All off-street parking facilities required by this Code shall be drained so as to retain run-off on site and not to cause any nuisance on adjacent or public property, and any lighting thereon shall be so arranged and designed as to prevent any glare or excessive light on adjacent property or public streets. Such facilities shall be arranged for convenient access and safety of pedestrians and vehicles.
- G. A plan shall be submitted with every application for a building permit for any use or structure required to provide off-street parking under these regulations, which plan shall clearly and accurately designate the required parking spaces, access aisles and driveways, and relation to the uses or structures these off-street parking facilities are intended to serve.
- H. In a Tree Preservation District, the Community Development Director may authorize up to twenty-five (25) percent of the required parking spaces to be designed for compact cars (nine (9) feet by sixteen (16)

EXHIBIT "C"

Sec. 806. - Reserved.

Editor's note— Ord. No. 20-13, § 6(Exh. E), adopted June 17, 2020, repealed § 806 which pertained to wetlands preservation standards. Similar provisions can be found in Chapter 5, Section 501.3.

Sec. 807. - Reserved.

Editor's note— Ord. No. 20-13, § 6(Exh. E), adopted June 17, 2020, repealed § 807 which pertained to surface water management standards. Similar provisions can be found in Chapter 5, Section 501.4.

Sec. 808. - Off-Street Parking and Loading Standards.

808.1. General. Every building, use or structure, instituted or erected after the effective date of this article shall be provided with off-street parking facilities in accordance with the provisions of this section for the use of occupants, employees, visitors or patrons. Such off-street parking facilities shall be maintained and continued as an accessory use as long as the main use is continued.

808.1.1. Existing Buildings. Where a building existed at the effective date of this article, such building may be modernized, altered or repaired, provided there is no increase in floor area or capacity and there is no change of occupancy, without providing the required parking facilities.

Where a building or use, which existed at the effective date of this article, is enlarged in floor area, volume, capacity or space occupied, off-street parking facilities as specified herein shall be provided for the additional floor area, volume, capacity or space so created or so occupied.

Where a building or use, which existed at the effective date of this article, is changed in use or occupancy, additional off-street parking facilities shall be provided to the extent that the off-street parking required by this section for the new use or occupancy exceeds the off street parking which would have been required for the previous use or occupancy had the regulations of this section been applicable thereto. For the purposes of this section a change of use or occupancy shall mean a change from one category of off-street parking requirements to another such category.

It shall be unlawful for an owner or operator of any building, structure or use affected by this section to discontinue, change or dispense with, or to cause the discontinuance or reduction of the required parking facilities apart from the discontinuance, sale or transfer of such structure or use, without establishing alternative vehicle parking facilities which meet the requirements of this section. It shall be unlawful for any person to utilize such building, structure or use without providing the off-street parking facilities to meet the requirements of and be in compliance with this article.

808.1.2. Proximity of Off-Street Parking. Required off-street parking spaces shall be located on the same parcel they are intended to serve. As an alternative, they may be located on a separate parcel not more than 300 feet from the use they are intended to serve provided the owner of said parking areas shall enter into a written agreement with the city of whereby the land providing the parking area shall be joined with the primary site and shall not be sold or disposed of except in conjunction with the sale of the building the parking area serves so long as these parking facilities are required. Said agreement shall be recorded at the expense of the owner and shall run with the land and shall bind the heirs, successors, and assigns of said owner. Said agreement may be voided by the City of Miramar if other provisions are made for off-site parking facilities pursuant to the requirements of this section. In approving off-site parking, the city commission must find that the off-site parking facility is reasonably located in relation to the use it is intended to serve, based upon such factors as the type of facility, likely purpose of the trip to the facility, distance from the use intended to be served, and any physical barriers which must be crossed to reach the use to be served. Parking spaces backing into a main drive aisle adjacent to the front of buildings shall be discouraged.

808.1.3. Parking Plan Required. A parking plan shall be provided with all applications for development approval which shall clearly and accurately designate the required parking spaces, required landscaped areas and planter islands, access aisles and driveways and the relationship of the parking to the uses or structures the spaces are intended to serve.

808.1.4. Required Handicapped Spaces. Parking spaces for disabled persons shall be provided in accordance with Chapter 553, Part II, of the Florida Statutes, as amended from time to time.

808.1.5. Size and Character or Required Parking. The following design requirements shall be observed for off-street parking:

- (a) *Size.* Each parking space required and provided pursuant to the provisions of this article shall be not less than nine feet in width and 18 feet in length. See figure 808-1. Detached single-family dwelling units with two or less bedrooms shall have a minimum of one car garage. All one car garages shall provide a single parking space of nine feet by 18 feet, free from all obstructions. Detached single-family dwelling units with three or more bedrooms shall have a two car garage. All two car garages shall provide two parking spaces consisting of an 18 feet by 18 feet unobstructed space.

The city manager shall have the authority to grant administrative variances from the foregoing requirements of this subsection for lots created by a recorded plat prior to December 1, 1997, located east of Palm Avenue. In no case shall an administrative variance be granted for any property enclosing an existing garage or carport. The administrative variance may be granted in those cases where a property owner is proposing an expansion of an existing single-family home or existing duplex subject to the conditions contained herein provided the construction activity complies with the following conditions:

- 1) The expansion involves the addition of a room other than a bedroom, in which case the provision of additional parking shall not be required. The determination of whether a room is a bedroom shall be at the discretion of the community development director.
- 2) An administrative variance may be granted if the expansion involves the addition of one or more bedrooms provided the lot contains at least three parking spaces, a garage or carport shall count toward the required parking. If the property does not have a garage or carport, the three required spaces must be provided in a paved driveway which meets this Code's driveway design standards. (Ord. No. 98-19, § 2, 2-4-98)

- (b) *Striping.* All parking spaces shall be divided with single painted lines.

MINIMUM SPACE REQUIREMENTS

AT

VARIOUS PARKING ANGLES FOR SELF-PARKING FACILITIES

<u>"A"</u> <u>PARKING</u> <u>ANGLE</u>	<u>"B"</u> <u>PARKING</u> <u>WIDTH</u>	<u>"C"</u> <u>STALL</u> <u>DEPTH</u>	<u>"D"</u> <u> AISLE</u> <u> WIDTH</u>	<u>"E"</u> <u> CURB</u> <u> LENGTH</u>	<u>"F"</u> <u> OVERALL</u>
30°	9.0'	16.8'	11.0'	18.0'	44.6'
45°	9.0'	19.0'	13.0'	12.7'	51.0'
60°	9.0'	20.1'	18.0'	10.4'	58.2'
90°	9.0'	18.0'	24.0'	9.0'	60.0'

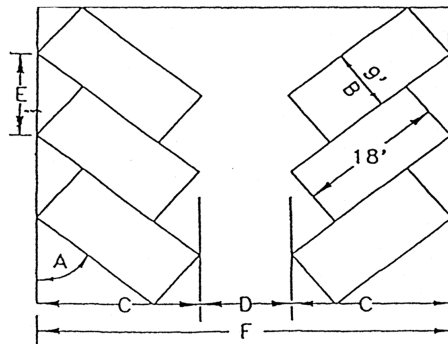


FIGURE 808 - 1

- (c) *Accessibility.* In all zoning districts, the width of access aisles and driveways shall be in conformance with the standards set forth in Figure 808-1. Each space shall be accessible without driving over or through another parking space. Back-out parking onto any public right-of-way is only permitted in RS zoned properties, and then only onto public rights-of-way of less than 80 feet in width. Parking stalls abutting the same continuous drive aisle shall have the same angle and orientation. Drive aisles shall be one-way only which are less than 24 feet wide or which abut parking stalls with angles less than 90 degrees. Parking stall angles and drive aisle direction of flow may change only when the drive aisle is interrupted by a circulation drive or structure.
- (d) *Composition.* Parking facilities, including access aisles and driveways shall be surfaced with brick, asphalt or concrete surfacing (required in RS zoning districts) maintained in a smooth, well-graded condition with standards set-forth according to the office of the city engineer, provided, however, that the following exceptions shall apply.
- (e) *Drainage.* All off-street parking facilities may not be drained to adjacent parcels without the recordation of appropriate drainage easements and agreements. Such drainage facilities shall be arranged for convenient access and safety of pedestrians and vehicles with standards set forth in this Code.

808.1.6. Parking Setback. The edge of all parking pavement and access roads (not including driveway connections to a street) shall be set back a minimum of 20 feet from the right-of-way of all major streets, and a minimum of 12.5 feet from the right-of-way of all other streets and shall be landscaped in conformance with this Code.

Sec. 810. - Reserved.

Editor's note— Ord. No. 20-13, § 6(Exh. E), adopted June 17, 2020, repealed § 810 which pertained to compliance with comprehensive plan. Similar provisions can be found in Chapter 5, Section 501.2.

Sec. 811. - Reserved.

Editor's note— Ord. No. 20-13, § 6(Exh. E), adopted June 17, 2020, repealed § 811 which pertained to Miramar Parkway Scenic Corridor. Similar provisions can be found in Chapter 5, Section 501.10.

ORDINANCE NO. 2022-015

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

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Town of Pembroke Park (“Town”) staff has determined that the off-street parking regulations contained in Section 28-301 should be updated; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town and benefits the health, safety and welfare of its citizenry to update the off-street parking regulations contained in Section 28-301 of the Town’s Code.

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

Section 1: CHAPTER 28 “ZONING”, ARTICLE IV “SUPPLEMENTAL DISTRICT REGULATIONS”, DIVISION 2 “OFF-STREET PARKING” is amended as set forth below, as shown in ~~striketrough~~ and underline format.

DIVISION 2. - OFF-STREET PARKING

Sec. 28-301. - Minimum requirements.

- (a) Permanently maintained off-street parking for vehicles shall be provided in connection with any building or premises used or designed to be used for such purposes as set forth in this section. For the purpose of this division, one (1) automobile parking space shall be a minimum of nine (10-9) feet by ~~twenty eighteen (20-18)~~ feet in length, except for spaces utilized for parallel parking. The parallel parking space shall not be less than nine (9) feet in width and twenty-four (24) feet in

~~length, usable for the parking of an automobile. Provided, however, an automobile parking space in the T-1 Mobile Home Park District shall be a minimum of nine (9) feet by eighteen (18) feet. usable for the parking of an automobile.~~ In addition, adequate interior driveways shall be provided so as to connect the parking space with a public street or area. More particularly, off-street parking shall comply with the minimum requirements, to wit:

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be in force and take effect as provided by law.

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

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

SW 30th Avenue Mixed-Use/Entertainment District



Town of Pembroke Park
SEPTEMBER 28th, 2022

30th Avenue Study Area

SW 30th Ave between Pembroke Road and Hallandale Beach Boulevard

20 Acres +/- including SW 30th Ave.

Sandwiched between CSX Railway and I-95

$\frac{3}{4}$ of a Mile of I-95 Frontage

20 +/- Parcels

Existing Building Ages 1961-2007



PROS

- Prime redevelopment location
- Located between two I-95 exits
- Current interest from developers
- Potential increase in Town population and tax base
- Proximity to CXS Rail

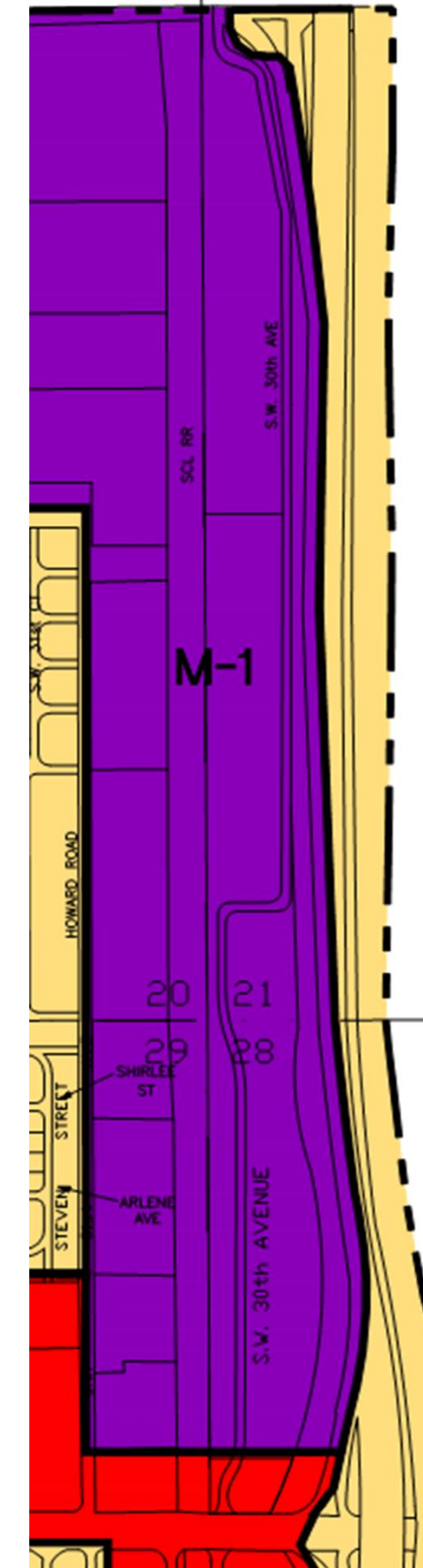
CONS

- No Sewer
- Infrastructure costs
- Shallow lot depth
- Potential opposition by existing property owners



CURRENT CONDITIONS

- 20 Acres +/-
- Land Use - Industrial
- Zoning – M-1 (Industrial)
- 30th Ave. Ranges Between 24-50 Feet in Width
- Much of the property will require platting prior to construction
- Most Buildings on Septic
- Majority of Buildings over 50 years old



Imagery of Linear Mixed-Use/ Entertainment Projects



PROPOSED USES

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

PROPOSED ZONING REGS

- Require Ground Floor Commercial/Active Uses
- 100-150 foot Height Limit
- Minimal to No Setbacks
- Minimal Pervious Requirements
- Structured Parking
- Density 75-100 Dwelling Units per Acre
- Permission to Build over Right-of-way



NEXT STEPS

- Land Use Plan Amendment (LUPA) from Industrial to Commercial
- Creation of a Mixed-Use/Entertainment District (MXE)
- Rezoning to MXE
- Creation of a Community Development District (CDD) to pay for infrastructure costs

FURTHER NEXT STEPS

- Land Use Plan Amendment from Commercial to Activity Center
- Explore Better Access to Area
- Explore Tri-Rail Transit/Rail Stop



THANK YOU



AGENDA ITEM REPORT



To:

Subject: Generator switch gear

Meeting: 09 28 2022 DRAFT WORKSHOP COMMISSION MEETING - Sep 28 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

FINANCIAL IMPACT:

total costs: \$231,000.00

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[1686_001](#)

Budget
Henry and Co
Generator / Electrical / Gas Contractor

State Lic. EC0001322 LP34892. CC# 15-CLPSI-19593-R
John Cramer **CELL 954 605 6981** henrycof1@gmail.com

OFF 954 630 3880 FAX 954 561 2444 757 S.E 17ST #176 FT LAUD. FL 33316

To Owner	Town of Pembroke Park Public Services Dir Robert Clark Ext 212 Cell 954 684 2039 rclark@tpfl.gov assistant public service director Myriam Jacques Ext 200 mjacques@tpfl.gov Pembroke Park 3150 SW. 52nd Ave., Hollywood, FL 33023 main number 954-966-4600.	8/16/2022
----------	--	-----------

Scope of work Installation of new switchgear

Remove and replace existing switchgear and relocate to the exterior of the building this will take care of most of the code violations in the existing electrical and air handler room

(1) 1000AMP service entrance main new
replacement of existing panels and relocating to exterior building with new
All necessary electrical work
Installations according to the NEC
Drawings.
Insurance.
Miscellaneous parts and labor to install the above.
Negotiations with Building & Fire Dept. to secure permits.
Orientation & start up included.

Not included permit costs or utility fees

Total \$231,00.00

AGENDA ITEM REPORT



To:
Subject: Church of Christ Settlement Agreement
Meeting:
Department: Legal
Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

In 2009, the Town and Church of Christ entered into an agreement entitled Payment In Lieu Of Taxes ("PILOT"), with the purpose of allowing the Church to build a new edifice (the "Edifice Project") on the Church's property for the Town's appropriate fee. The Church eventually abandoned the project and has requested to be released from the PILOT Agreement. The Town has agreed to the request to release the Church from the agreement, in exchange for the payment of \$30,000. The Church has outstanding code enforcement violations and has agreed to comply with all current outstanding code enforcement, zoning and building code violations within 90 calendar days from the agreement acceptance.

FINANCIAL IMPACT:

\$30,000 settlement

RECOMMENDATION:

Staff recommends approval

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter "Settlement Agreement") made as of this 11 day of October, 2022 by and between Pembroke Park Church of Christ, Broward County Inc., a Florida corporation (hereinafter referred to as the "Church") and the Town of Pembroke Park, a Florida municipal subdivision (hereinafter referred to as the "Town"). The Church and Town shall hereinafter collectively be referred to as the "Parties" unless otherwise referenced herein.

WHEREAS, in 2009, the Parties entered into an agreement entitled Payment In Lieu Of Taxes ("PILOT", attached hereto as Exhibit A), with the purpose of allowing the Church to build a new edifice (the "Edifice Project") on the Church's property for the Town's appropriate fee; and

WHEREAS, in 2015, the Church notified the Town of a change in the Church's Ministers that impacted the Edifice Project and ultimately lead to the Church cancelling the Edifice Project and requesting for the Town to relieve the Church of the terms of the PILOT agreement from the year 2015 moving forward; and

WHEREAS, the Town did not terminate the PILOT agreement causing the fees owed by the Church to the Town to accrue over the years to the present amount of \$111,651.30 (the "Outstanding Balance"); and

WHEREAS, in 2017, the Church failed the mechanical (no re-inspection fee was issued) and fire (a re-inspection fee was issued) inspections relating to eight (8) newly installed rooftop Air Conditioning package units and their respective screening (the "AC Units"), as required by the zoning regulations, and subsequently failed to correct the AC Units violations that caused the Church to fail the required inspections;

WHEREAS, The Church's permits, which are required by the Town to continue operation, expired as a result of the failure the correct the matter after the failed inspections.

WHEREAS, the Church is currently in violation of the Town's building and zoning codes requiring that the Church pass all required inspections for the work done on the Church's roof, build the necessary roof screens for the fixtures and reapply for the applicable building permits to come into compliance with the Town's Code;

WHEREAS, the Church has met with the Town's Building Official, Miguel A. Nuñez, who confirmed the missing roof screens and expired permits as outlined above; and

WHEREAS, because the Church is currently in violation of the Town's building and zoning codes, notices of violation were issued to the Church and the Town's Special Magistrate entered two final orders (the Final Orders" attached hereto as Exhibit B) in cases #5479 and #7174 on July 20, 2022; and

WHEREAS, in the spirit of cooperation, the Town has agreed to rescind the PILOT and, in order to help the Church meet its obligations set forth in the Final Orders, reduce the Outstanding Balance under the PILOT to \$30,000.00; and

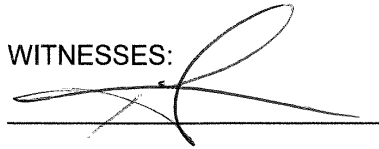
NOW THEREFORE, in consideration of the promises, covenants and conditions hereinafter set forth, in settlement of all current disputes between the parties hereto, and for Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Church and the Town agree as follows:

1. The Church agrees to pay the Town \$30,000.00 to settle the Outstanding Balance no later than November 30th, 2022.
2. In exchange for the \$30,000.00 payment, the Town agrees to release the Church from any further financial obligations under the terms of the PILOT.
3. The Church agrees to comply with all current outstanding code enforcement, zoning and building code violations and pay any fines resulting therefrom within the time frames and in accordance with the terms set forth in the Final Orders.

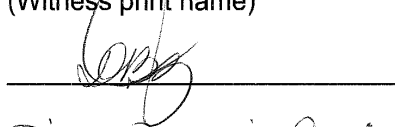
IN WITNESS WHEREOF, the Parties, by their duly authorized agents, have signed and sealed this Agreement the day and year first above written.

Pembroke Park Church of Christ, Broward County Inc., a Florida corporation

WITNESSES:



MARK LOOZE
(Witness print name)



Diana Buendia-Parmirez
(Witness print name)

By:

Print:


JASER T JOHNSON

WITNESSES:

(Witness print name)

(Witness print name)

(CORPORATE SEAL)

TOWN OF PEMBROKE PARK

By:

GEOFFREY JACOBS, Mayor

By:

J.C. JIMENEZ, Town Manager

ATTEST:

Marlen D. Martell, Town Clerk

MELISSA P. ANDERSON,
Town Attorney

AGENDA ITEM REPORT



To: Chief Howard
Subject: Rifles for Patrol
Meeting:
Department: Police Department
Staff Contact: Bill Gordon, Captain

BACKGROUND INFORMATION:

Long guns offer another platform of lethal force when confronted by heavily armed individuals.

Dana Safety Supply is currently under contract with Davie PD. Documentation provided.

FINANCIAL IMPACT:

\$24,450.00

POLICY IMPLICATIONS:

Request these rifles are purchased from Dana Safety Supply as they are in stock and we can receive them soonest.

RECOMMENDATION:

Staff recommends the purchase of these rifles for Patrol.

ATTACHMENTS:

[Dana Safety Supply Rifle Quote](#)

[ProForce Rifle Quote](#)

[Lous Police Rifle Quote](#)

[BAFO- Dana Safety Supply Inc - Submission](#)

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	456781-A
Customer No.	PEMBROPARK

Bill To

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

Ship To

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

Contact: Bradley Frank
Telephone: 954-347-0414
E-mail:

Contact: Bradley Frank
Telephone: 954-347-0414
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
09/15/22	GROUND SHIPMENT		PPAY & ADD TO INVOICE		NET30	
Entered By			Salesperson	Ordered By		Resale Number
Chris Debrita			Christian Debrita - Tampa			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
20	20	Y	WRM400-16B-PRO SIG SAUER M400 5.56 SEMI AUTO RIFLE Warehouse: DROP Vin #:		945.0000	18,900.00
20	20	Y	88059 SLI PROTAC RAIL MOUNT 2 Warehouse: DROP Vin #:		95.0000	1,900.00
20	20	Y	SOR52001 SIG ROMEO 5 RED DOT SIGHT w/ M1913 ADAPTER Warehouse: DROP Vin #:		125.0000	2,500.00
20	20	Y	MISC BCM GUNFTR VERT GRP MLOK MOD3 BLK Warehouse: DROP Vin #:		18.5000	370.00
60	60	Y	MAG557-BLK MPI PMAG 30 RD AR/M4 GEN M3 5.56X45, BLACK Warehouse: DROP Vin #:		13.0000	780.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

Print Date	09/15/22
Print Time	10:27:06 AM
Page No.	1

Printed By: Chris Debrita

Subtotal	24,450.00
Freight	0.00
Order Total	24,450.00

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE

QUOTE# PAGE

617098 1

SHIP DATE

A.S.A.P.

SOLD
TO

PEMBROKE PARK PD
3150 SW 52ND AVE

PEMBROKE PARK FL 33023

SHIP
TO

TOWN OF PEMBROKE PARK
PEMBROKE PARK POLICE DEPT
3150 SW 52 AVE
PEMBROKE PARK FL 33023

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	09/23/22	100667	A	RYAN COX	FX G-FOB DEST.	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
20	CF-RD2 VTX CROSSFIRE RED DOT			114.43	EA .00	2,288.60
20	LGL-150 BCF LONG GUN LGT COMP 450LUM W/MNT BLK			80.63	EA .00	1,612.60
20	MAG513BLK MPI MS1 SLNG BLK			24.69	EA .00	493.80
20	MAG412BLK MPI RVG RAIL VERT GRIP BLK			15.42	EA .00	308.40
40	MAG571BLK MPI PMAG 30 AR/M4 G M2 MOE 556 BLK			9.92	EA .00	396.80
20	NON-STOCK SIG M400 PRO WRM400-16B-PRO			924.94	EA .00	18,498.80
1	XFET THIS ITEM FET OUT			.00	EA .00	.00
IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order and F.E.T. form. ATF or the manufacturer may require additional						
COMMENT						
TERMS						

Original Copy

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE

QUOTE# PAGE

617098 2

SHIP DATE

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TO

PEMBROKE PARK PD
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PEMBROKE PARK FL 33023

SHIP
TO

TOWN OF PEMBROKE PARK
PEMBROKE PARK POLICE DEPT
3150 SW 52 AVE
PEMBROKE PARK FL 33023

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	09/23/22	100667	A	RYAN COX	FX G-FOB DEST.	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
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forms. Sample forms may be found at:
<http://www.ProForceonline.com/forms.html>

Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary.

Standard manufacturer's warranty applies to all department

This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.

ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.

ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to sales@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.

Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items

Original Copy

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

617098 3

SHIP DATE

A.S.A.P.

SOLD
TO

PEMBROKE PARK PD
3150 SW 52ND AVE

PEMBROKE PARK FL 33023

SHIP
TO

TOWN OF PEMBROKE PARK
PEMBROKE PARK POLICE DEPT
3150 SW 52 AVE
PEMBROKE PARK FL 33023

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	09/23/22	100667	A	RYAN COX	FX G-FOB DEST.	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
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IMPORTANT: To order from this quotation, please sign below.

Printed Name: _____

Date: _____ P.O.: _____

Signature: _____

Original Copy

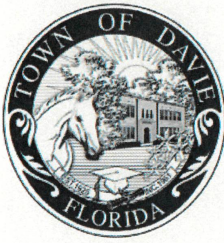
COMMENT
BY CARLOS

dhoward@tppfl.gov

TERMS DUE NET 30 DAYS

SALES AMOUNT

23,599.00



BUDGET AND FINANCE DEPARTMENT
PURCHASING DIVISION

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314
PHONE: 954.797.1016 • FAX: 954.797.1049 • WWW.DAVIE-FL.GOV

December 20th, 2021

Jonathan Sizemore
Dana Safety Supply, Inc.
4100 N. Powerline Road. W4
Pompano Beach, FL 33073
bids@danasafetysupply.com

**Subject: Local Vendor Preference Best And Final
Offer (BAFO)**

Dear Mr. Jonathan Sizemore,

Your firm has qualified under the Town of Davie's Local Vendor Preference Policy (Code Sec. 2-326) to submit a second bid for the **Solicitation ITQ# JA-22-09 Purchase of Sig Sauer P320 Pro Full Size Firearm.**

Under the Town's policy, we will accept Best and Final Offers (BAFO) from a local Broward County vendor who has submitted a bid/quote which is within two and one-half (2.5) percent of the lowest bid/quote. In order to win the award, your second bid must be at least 1% lower than the lowest bid and be the BAFO that is most beneficial to the Town.

The lowest bid submitted for this solicitation is \$23,183.00 with a Trade-In Credit of \$16,250.00, amounting to a Grand Total of \$6,933.00.

Please submit the below form on or before **Tuesday, January 4th, 2021 at 2:00 p.m. EST** via email to: procurement@davie-fl.gov.

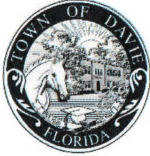
Late submissions shall not be accepted.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian K. O'Connor".

Digitally signed by Brian K.
O'Connor, Procurement Manager
Date: 2021.12.20 15:31:33 -05'00'

Brian K. O'Connor, C.P.M.
Procurement Manager



Town of Davie Best and Final Offer (BAFO) Form

☒

I choose to submit a second bid below

☐

I choose to decline the opportunity to submit a second bid for this project.

Description	Est. Quantity	Unit Price (each)	Extension Amount
Sig Sauer P320 Pro Full-Size (Model: L320F-9-BXR3-PRO)	50	\$ 459.00	\$ 22,950.00
Trade In Credit: Town of Davie Current Sig Sauer P320 Nitron Full Size firearm	50	-\$ 325.00	-\$ 16,250.00
Total Quote Amount			6,700.00
			\$

Authorized Signature:	<i>Jonathan Sizemore</i>
Print Name:	Jonathan Sizemore
Title:	Bids and Contracts Administrator
Company Name:	Dana Safety Supply, Inc
Company Address:	4100 N Powerline Rd; Pompano Beach, FL 33073
Phone Number:	813-348-4866
Fax Number:	N/A
Email Address:	jsizemore@danasafetysupply.com

AGENDA ITEM REPORT



To: Police Department
Subject: Dell Toughbooks for Police
Meeting: AGENDA SPECIAL COMMISSION MEETING - October 15, 2022
Department: Police Department
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Dell sent the wrong hardware specs requested for the Police Toughbooks. We need to send them back and replace them with the Right specs.

FINANCIAL IMPACT:

There is an additional cost of \$3,662.25 from the original purchase. This brings the Total up to \$31,242.36 for the correct Toughbooks the Police need. As per the Town's procurement Policy, This needs commission Approval for the Difference since it's over the twenty-five thousand thresholds. We are seeking Approval for the difference of **\$3,662,25, Not to exceed \$5,000.00**

RECOMMENDATION:

Purchase Toughbook's from Dell

ATTACHMENTS:

[US QUOTE 3000133455669.1](#)

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



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000133455669.1
Total \$31,242.36
Customer # 14164554
PO Number 305777
Quoted On Oct. 11, 2022
Expires by Nov. 10, 2022
Contract Name Standard governing terms
in Supplier's quote
Contract Code C000000006563
Deal ID 21384088

Sales Rep Gus Guerra
Phone (800) 456-3355, 6184837
Email Gus_Guerra@Dell.com
Billing To MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Gus Guerra

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	\$2,603.53	12	\$31,242.36
Subtotal:			\$31,242.36
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$31,242.36
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$31,242.36

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery Free Cost

			Quantity	Subtotal
Dell Latitude 5430 Rugged		\$2,603.53	12	\$31,242.36
Estimated delivery if purchased today: Oct. 27, 2022 Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	12	-
Intel Core Processor i7-1185G7, (QC, 3.0 to 4.3 GHz, 28W, vPro)	379-BERR	-	12	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	12	-
No Microsoft Office License Included	658-BCSB	-	12	-
Intel® Core™ vPro i7-1185G7 with Iris Xe Graphics	338-CCRL	-	12	-
ME Lockout MOD - Manageability	631-ADED	-	12	-
32GB, 2x16GB, 3200 MHz DDR4 Non-ECC	370-AGTG	-	12	-
1TB M.2 PCIe NVMe Class 40 Solid State Drive	400-BMRX	-	12	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable	391-BGGI	-	12	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	12	-
Intel AX210 WLAN Driver	555-BHCC	-	12	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	12	-
5G DW5930E w/o eSIM WWAN Card Qualcomm SDX55 5G-NR for VrzN (No NMEA GPS Port)	556-BCYL	-	12	-
Hot surface warning label	389-ECGC	-	12	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	12	-
90W 461G Type-C EPEAT Adapter	492-BDEL	-	12	-
No Fingerprint, no Smartcard reader	346-BHQQ	-	12	-
Power Cord 1M US	450-AAEJ	-	12	-
Setup and Features Guide	340-CXCE	-	12	-
Hot surface warning label	389-ECGC	-	12	-
Additional 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWD	-	12	-
ENERGY STAR Qualified	387-BBPC	-	12	-
Custom Configuration	817-BBBB	-	12	-
Dell Applications for Windows 10	658-BFIO	-	12	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	12	-
VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	12	-
Microphone +RGB HD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHV	-	12	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	12	-

No Option Included	340-ACQQ	-	12	-
Additional USB-A rear port	590-TFHR	-	12	-
Additional TBT/Type-C port	325-BEJZ	-	12	-
Rigid handle	750-ADPK	-	12	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	12	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	12	-
ProSupport Plus: Accidental Damage Service, 3 Years	808-6817	-	12	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	808-6818	-	12	-
ProSupport Plus: 7X24 Technical Support, 3 Years	808-6847	-	12	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	12	-

Subtotal:	\$31,242.36
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$31,242.36

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

AGENDA ITEM REPORT



To:

Subject: Illuno extra duty detail application for Police

Meeting: PUBLIC NOTICE - SPECIAL COMMISSION MEETING - October 15, 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Attached is the only agreement that we use for the new marketplace technology. It's similar to Uber, you don't need to contract with Uber to use its platform. You only click the "terms and conditions" when you use the platform.

We will sign any city agreement that you may have but to use our platform you will just click the "terms & conditions" button prior to using. That's all. We do not lock you into a contract, we do not employ your officers or your vendors, and we are giving you access to our platform so you can run your own program.

There is no downloaded software so your IT department will not even be impacted. We only ask that you white-list our domain name so emails to your department and officers don't get blocked. We will cover that in our onboarding call.

FINANCIAL IMPACT:

zero cost to the town.

RECOMMENDATION:

Staff recommends the use of this application moving forward to interact with the community and officers staffing extra duty details.

ATTACHMENTS:

[illuno executive summary - all parties pdf \(4\)](#)

[Off-Duty Made Simple](#) [illuno Privacy Notice](#)

[Off-Duty Made Simple](#) [illuno Ts&Cs](#)

Status:

Roy Brown, Finance & Budget
Director

Approved - Oct 13 2022

Melissa Anderson, Town Attorney

Approved - Oct 13 2022

JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Pending
None

Executive Summary



Company Profile

Founded: July 2018

Location: Dallas, TX

Industry: Law Enforcement

Technology/Asset Recovery

Founders/Executive

Luke Guthrie, Founder/President

Augustus Hellwich, Founder/VP

Stockholders

Mark Cuban Companies

Trinity Partners

Voyager Capital

Illuno is the first-ever full-service marketplace for contracting parties to hire their own local law enforcement for private event security, crowd management, and traffic control. Both special events coordinators and contracting parties can now automate and streamline their whole process with illuno. The technology creates a transparent line of communication to the department through any electronic device. As Covid 19 leaves police departments with decreased staffing levels, businesses requesting local police for additional security at their establishment increases. Illuno creates direct access to available labor across regions despite jurisdictional lines or department capabilities.

PROBLEM

Business owners, event staff, and department special events coordinators encounter the same problems when needing to staff their detail. Staffing these events is a time and labor-consuming process for all three parties. Whether it's for a construction site or a dance club downtown, most police departments lack the proper internal systems or technology to manage these requests. Especially, when the demand for officers impacts the calls for 911 and other services in the area. These events need outside jurisdictional assistance, or "mutual aid agreements". The process of deploying dozens of police from various departments causes significant fragmentation for everyone involved, decreasing the availability of officers, and increasing the risk of the event.

Due to failed internal systems and procedures, many officers are forced to freelance away from the department which creates substantial liability issues for the officer, the department, and the contracting party. This model contributes to officer fatigue, burn-out, increased sick leave, injuries, and litigation claims, furthering the perception that police are the "bad guys".

SOLUTION

The answer is an innovative regional technology that is specific for police and contracting parties to process the full job cycle: from staffing to payment, every aspect is handled online and at your fingertips. Illuno is not a staffing agency, nor do we employ police officers. Illuno allows all officer labor to be on

one platform via an online cloud-based marketplace that gives contracting parties direct and fair access anywhere in the world based on the GPS coordinates of the job. Illuno allows your local businesses to significantly reduce the workload by entering the actual job details for the department point-of-contact (POC) to approve, edit, or deny. They simply enter the job details on their online profile, pick and choose their type of service and skill of officer, and the platform does the rest automatically. Contracting parties can request patrol cars, marine units, bomb dogs, swat teams, or anything that is required for their event.

Officers love the user-friendly technology that gives them full control to take jobs, deny jobs, and get paid immediately after the job is complete. Officers can see an increase of up to 25% when businesses have direct electronic access to their local police departments. Police Chiefs love our technology because they can feel confident that every officer in their jurisdiction is being managed in real-time by assessable technology. Furthermore, illuno's full reporting feature prevents unnecessary public relations issues that commonly erode the taxpayers' trust.

COMMUNITY BRIDGE PROGRAM

There is no secret that the law enforcement community hasn't been seen in a positive light lately. We have created a feature that will help repair the divide by humanizing our heroes in blue. Illuno allows any police department to offer any skill or program through the platform. Police departments can now connect with their community to mentor, instruct, or share their knowledge further increasing the relationship between police and the community. For example, the local retail or coffee shop can request to host "coffee with a cop" or "shop with a cop": an office staff can request active shooter training or a CPR/First Aid class: or the police chief can be requested to speak at an event or show. The list of services the department chooses to offer is all up to them. Illuno is tailored to each department specifically.

BOTTOM LINE

For the first time ever, we developed a revolutionary technology that allows direct transparent access to public safety for any public request. As crime begins to rise and staffing is at a record low, city officials must utilize 21st-century police technology to fulfill the needs of the community. By using a marketplace model that scales across jurisdictional lines, you solve the contracting party's needs, you organize an old antiquated process, and most importantly, it helps connect our communities to their local police officers so we can slowly build back America's most noble career.

Please consider using illuno as a staple in your city and join us in our quest to improve the norm.

ILLUNO INC. PRIVACY NOTICE

Last updated September 23, 2021

This is the Privacy Notice for Illuno Inc. and our affiliates and subsidiaries (collectively, “Illuno,” “us,” or “we”). It explains how we collect and use information via illuno.com and other websites and digital channels we own or operate (the “Site”), our world-class software for administering off-duty officer programs (the “Platform”), and other services, solutions, and products we offer (all together with the Site and Platform, the “Services”). Please read this Privacy Notice carefully to understand our privacy practices.

This Privacy Notice is governed by and part of our Terms of Use. Your use of our Services is subject to this Privacy Notice and our Terms of Use, including its applicable limitations on damages and the provisions regarding resolution of disputes. Capitalized terms not defined in this Privacy Notice have the meanings given to them in the Terms of Use. Any additional notices we may provide you about our privacy practices will be considered to form part of this Privacy Notice.

CONSENT

By using or accessing our Services in any manner, you acknowledge and accept this Privacy Notice, and you consent to Illuno’s collection, use, and disclosure of your information as described below. If you do not agree with this Privacy Notice, do not use our Services.

PERSONAL INFORMATION

As used in this Privacy Notice, “Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, such as:

- Identifiers (e.g., name, address, username, IP address, email address);
- Protected Information (e.g., race, citizenship, marital status, sex);
- Biometric information (e.g., DNA, face/voice prints, health data) and audio, electronic, visual, thermal, olfactory, or similar information;
- Commercial information (e.g., products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies);
- Employment-related information (e.g., current or past employment);
- Non-public educational information, including information protected under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g, 34 C.F.R. Part 99);
- Internet activity (e.g., interactions with a website, content, or advertisement);
- Inferences drawn from Personal Information to create a profile about preferences, characteristics, trends, predispositions, behavior, attitudes, and aptitudes; and

- Sensitive Personal Information (e.g., social security or government ID number; precise geolocation; racial or ethnic origin; biometrics; health information; union membership; contents of messages when we are not the recipient).

Personal Information does not include (i) publicly available information (ii) aggregate information, meaning data about a group or category of services or users from which individual identities and other Personal Information has been removed; or (iii) deidentified information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular consumer.

INFORMATION WE COLLECT

The types of Personal Information we collect about you and the manner of collection depends on how you interact with us, whether as an Officer, Client, Department, or other user of the Services. We only collect, use, retain, and share Personal Information as reasonably necessary and proportionate to provide the Services or for other purposes that we disclose to you and are compatible with the context of how we collected your Personal Information. We will update this Privacy Notice or otherwise notify you before we collect additional categories of Personal Information or use your Personal Information for purposes that are incompatible with the purpose stated at the time of collection.

Categories of Personal Information

During the preceding 12 months, we have collected these categories of Personal Information:

- Identifiers
- Employment-related information
- Sensitive personal information
- Internet or other similar activity

Sources of Collection

We collect Personal Information about you directly from you, from your Department, and indirectly from your use of the Services, as follows:

- Officers: If you are an Officer, we collect Personal Information about you when you register with Illuno. Once registered, Officers can use Illuno to accept jobs, clock in/clock out, submit timesheets, and manage their Personal Information on the Platform. We collect your identifiers (e.g., name, mailing address, phone, and email), employment-related information (e.g., job title, Department), sensitive personal information (e.g., social security number or tax ID) and other Personal Information necessary to facilitate our Clients' ability to hire and pay you via the Services. We collect this information directly from you with your consent. If your Department uses Illuno to facilitate its off-duty officer program, we may receive some or all this information from your Department administrator in our role as a service provider to your Department.
- Departments: If you are a Department administrator, we will collect your identifiers and employment-related information like your name, email, and job title. Once registered as a

Department admin, you can use the dashboard to approve requests, staff Officers, manage contracts, receive payments for Officer services, and access real-time data for Officer staffing and scheduling. We collect and use this information with your consent and in our role as a service provider to the Department. Illuno uses this information to facilitate your use of the Platform dashboard on behalf of your Department and to communicate with you about the Services.

- **Clients:** If you register as the point of contact for a Client using Illuno to hire off-duty Officers, we will collect your identifiers and employment-related information like your name, email, and job title. As a registered Client point of contact you can request Officers for off-duty services, manage contracts, and facilitate payments. We collect this information directly from you with your consent in our role as a service provider to the Client. We use this information to facilitate the Client's use of the Services, including your use of the Platform Client dashboard and communications with you as the Client point of contact.
- **Inquiries:** If you contact us via the Site or by email, phone, or other means to request information or support, we will collect your name, contact information, and employment-related information as needed to respond to your inquiry. We collect this information with your consent, and we use it for the purposes stated at the time of collection.
- **Technical Information:** When you visit the Site or use the Platform, we automatically collect technical information that may include some Personal Information. More specifically, we collect your device data (e.g. IP address, device ID, mobile network information) and usage details (e.g. session active time, referring URL, content viewed, functions completed). We collect this information to achieve our legitimate interest of providing and improving our Services.

Payroll and Payment Processing

Illuno is not a payment processor. All payments made through the Services are processed by a PCI-compliant payment processor or directly through your banking institution. If you are an Officer using Illuno through your Department, please direct questions about payments to your Department administrator.

Retention of Personal Information

Illuno retains all categories of Personal Information we collect only as long as your Illuno account remains active or as necessary to provide you with the Services you request. We may also retain and use Personal Information to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We regularly review and deidentify unnecessary Personal Information and other data and we periodically deidentify unused accounts.

Other Uses

In addition to the specific uses described above, Illuno might use also your Personal Information to:

- Provide, maintain, and improve our Services.

- Send you support and administrative messages.
- Monitor your compliance with any of your agreements with us.
- Detect, investigate, and prevent fraudulent transactions and other illegal activities and protect the rights and property of Company and others.
- Protect your privacy and enforce this Privacy Notice.
- If we believe it is necessary, to identify, contact, or bring legal action against persons who may be causing injury to you, to us, or to others.
- Comply with a law, regulation, legal process, or court order.
- Fulfill any other purpose to which you consent.

DISCLOSING PERSONAL INFORMATION

Categories

In the preceding 12 months, we have disclosed the following categories of Personal Information for a business purpose:

- Identifiers
- Employment-related information
- Sensitive personal information
- Internet or other similar activity

Recipients

We may disclose Personal Information to the recipients described below, or to other recipients with your permission or as required by law.

- **Your Department:** If you use Illuno through your Department, we will share information with your Department such as the jobs you accept, your schedule, and information related to your receipt of payment for those jobs. Your Department uses this information for scheduling, payroll, and other purposes according to the Department's own policies and practices. Your Department may integrate this information into its on-duty staffing software.
- **Clients:** If you accept a job from a Client, we may disclose Personal Information like your contact information, schedule, pay rate, credentials, and Department contact information as needed for the Client to use our Services. We will not disclose any Personal Information to a Client except as needed for the Client to staff jobs, pay Officers, and communicate with Officers and Departments as part of the Services.
- **Service Providers:** Illuno uses a variety of service providers such as data hosting companies, analytics services, email hosting services, and payment processors. The type of

information that we share with a service provider will depend on the service that they provide to us. Our service providers are subject to contractual agreements that protect your Personal Information, and we require all service providers to maintain confidentiality standards that are commercially reasonable to ensure the security of your Personal Information. However, the use of your Personal Information by our service providers is ultimately governed by their privacy notices and is not within our direct control.

- **Government Agencies:** Occasionally Illuno may be required by law enforcement or judicial authorities to provide Personal Information to governmental authorities. We fully cooperate with law enforcement agencies in identifying those who use our Services for illegal activities. Illuno reserves the right to disclose Personal Information to law enforcement and other governmental agencies, at our sole discretion in connection with an investigation of any matter that is illegal or that could expose Illuno or our affiliates to liability.
- **Cookie Information Recipients:** In some cases, we may allow specific cooperating entities to use cookies or similar technologies to collect non-personal data from your browser or device for measurement purposes. Receipt and use of such information is subject to each cookie information recipient's Privacy Notice.
- **Affiliate and Third Parties:** We may disclose the Personal Information we collect about you to our affiliates like a parent company or subsidiaries. For example, we share Personal Information for Client support purposes, marketing, or technical operations. Under specific circumstances, we may disclose Personal Information to certain third parties as permitted by applicable law, for example: if we go through a business transition (e.g., merger, acquisition, or asset sale); to comply with a legal requirement or a court order; when we believe it is appropriate to take action regarding illegal activities or prevent fraud or harm to any person; to exercise or defend our legal claims; or for any other reason with your consent.

Aggregated and Deidentified Information

We reserve the right to disclose aggregated, anonymized, or de-identified information about any individuals with affiliated or nonaffiliated entities for marketing, advertising, research, or other purposes, without restriction. For example, we may share reports showing trends about the general use of our Services without identifying an individual.

Limited Sensitive Personal Information

In no case will Illuno use or disclose any sensitive Personal Information for the purpose of inferring characteristics about you. If this ever changes in the future, we will update this Privacy Notice and provide you with methods to limit use and disclosure of Sensitive Personal Information.

No Sale or Sharing With Third Parties

Illuno does not sell your Personal Information or share your Personal Information with third parties for cross-contextual advertising purposes. If this ever changes in the future, we will update this posting and provide you with methods to opt-out of such sale and sharing.

MINIMUM AGE AND CHILDREN'S PRIVACY

You must be at least 21 years old to register with Illuno. We do not knowingly collect Personal Information from individuals under 21, and we reserve the right to delete account information if we discover an individual under 21 has registered with Illuno. In no case do we knowingly collect information from children. If we discover that a child has provided us with Personal Information, we will delete such information from our systems. If you believe we might have any information collected online from a child, or if you become aware of any unauthorized submission of information to us, please contact us at privacy@illuno.com.

YOUR PRIVACY RIGHTS

Illuno believes you should have the ability to control the Personal Information we collect and hold about you on your own. You can use the methods described below to control how we collect and use your Personal Information.

- **Your Account:** You can change or delete the Personal Information in your account at any time by signing into the Platform and editing your information or changing your settings. Illuno may offer instructions to guide you in making additional changes. You can delete all of your Personal Information on Illuno by closing your account. Closing your account may not free up your email address, or username for reuse on a new account. Note that you may not be able to change or delete all types of information. For example, you cannot delete records of your jobs and payments because we need this data for our business purposes or legal obligations.
- **Email Communications:** We may send you informational or support emails related to your use of the Services. Depending on your communication preferences, we may also send you promotional emails. If you do not wish to receive emails from us, you may change your preferences via the links provided in the emails or by sending a request to privacy@illuno.com to be removed from our email list. Note that if you opt-out of marketing communications, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.
- **Texting Consent:** If you provide us with your wireless phone number, you consent to Illuno sending you informational or service text messages. However, we will only send you marketing text messages if you opt-in to receive these notifications from us. For all Illuno text messages, the number of texts you receive will depend on the Services you use and the information you request from us. You can unsubscribe from Illuno text messages by replying STOP or UNSUBSCRIBE to any of these text messages. Messaging and data charges may apply to any text message you receive or send. Please contact your wireless carrier if you have questions about messaging or data charges.
- **Do Not Track:** Do Not Track signals are signals sent through a browser informing us that you do not want to be tracked. Currently, our systems do not recognize browser "do-not-track" requests. If this changes in the future, we will update this Privacy Notice.

Depending on where you reside, you may have additional privacy rights or be entitled to additional controls over your Personal Information. Please see our supplemental notices specific to residents of California (See section CALIFORNIA PRIVACY RIGHTS Below).

Consumer Privacy Requests

If you wish to exercise your privacy rights beyond the methods available through the Platform, or if you want to express concerns, lodge a complaint, or request information, please submit a verifiable Consumer Privacy Request using our online Consumer Privacy Request form or by sending an email to privacy@illuno.com.

Illuno can only fulfill a Consumer Privacy Request when we have sufficient information to verify that the requester is the person or an authorized representative of the person about whom we have collected Personal Information, and to properly understand, evaluate, and respond to the request. We do not charge a fee to process or respond to a verifiable request unless we have legal grounds to do so. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

We endeavor to respond to Consumer Privacy Requests in accordance with the requirements of the law applicable to your jurisdiction. Depending on the circumstances and the nature of your request, we may be unable to fulfill your request in part or in whole, for example, if your request falls within a statutory exception or if fulfilling your request would prevent us from complying with a statutory or contractual obligation.

CALIFORNIA PRIVACY RIGHTS

This section provides residents of the State of California ("California Consumers") with the disclosures and notices required under the California Consumer Privacy Act of 2018 ("CCPA"). The following paragraphs apply solely to California Consumers and describe the specific rights afforded under the CCPA. California Consumers may exercise the following rights over their Personal Information, subject to any exceptions and limitations that may apply:

- **Right to Disclosure:** You have the right to request that we disclose information to you about our collection and use of your Personal Information, such as: (i) the categories of Personal Information we have collected about you; (ii) the categories of sources for the Personal Information we have collected about you; (iii) our business or commercial purpose for collecting, selling or sharing your Personal Information; (iv) the categories of third parties with whom we disclose your Personal Information; and (v) a list of specific pieces of Personal Information we have collected about you. You also have the right to request that we disclose the categories of your Personal Information we have sold or shared and the categories of third parties to whom that Personal information was sold or shared, as well as the categories of Personal information disclosed for a business purpose and the categories of recipients of that information. Illuno is only required to respond to two disclosure requests from you within a 12-month period.
- **Right to Access:** You have the right to request that we provide you with access to specific pieces of Personal Information we have collected about you over the past 12 months (also

called a data portability request). If you submit a right to access request, we will provide you with copies of the requested Personal Information in a portable and readily usable format. Please note that Illuno may be prohibited by law from disclosing copies of certain Personal Information when the disclosure would create a substantial, articulable, and unreasonable risk to the security of the information, our systems, or your account. We are only required by law to respond to two access requests from you within a 12- month period.

- **Right to Correct:** If you discover that we maintain inaccurate Personal Information about you, or if your Personal Information changes, please inform us and we will update our records to reflect the correct information.
- **Right to Deletion:** You have the right to request that we delete Personal Information that we collected from you and retained, with certain exceptions. Illuno may permanently delete, deidentify, or aggregate the Personal Information in response to a request for deletion. If you submit a right to deletion request, we will confirm the Personal Information to be deleted prior to its deletion, and we will notify you when your request is complete.
- **No Selling or Sharing Personal Information:** Illuno does not sell your Personal Information or share your Personal Information with third parties for cross-contextual behavioral advertising purposes. If this changes in the future, we will update this Privacy Notice and provide you with a method to opt-out of such sale and sharing.
- **Limited Use and Disclosure of Sensitive Personal Information:** Illuno does not use or disclose your Sensitive Personal Information for the purpose of inferring characteristics about you. If this ever changes in the future, we will update this Privacy Notice and provide you with methods to limit use and disclosure of Sensitive Personal Information.
- **Right to Nondiscrimination:** We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by law, we will not: (i) deny you goods or services; (ii) charge you different prices or rates for goods or services; (iii) provide you a different level or quality of goods or services; or (iv) suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services, because you exercised a right under the CCPA.
- **Right to Disclosure of Marketing Information:** Under California's Shine the Light Act (Ca. Civ. Code § 1798.83-1798.84), California Consumers are entitled to request certain disclosures about Personal Information sharing with affiliates and/or third parties for marketing purposes. Please contact us if you wish to obtain these disclosures.

California Consumers may exercise the following rights over their Personal Information, subject to our receipt of a verifiable Consumer Privacy Request Form, as well as any exceptions and limitations that may apply. Note that if we process your Personal Information in our capacity as a service provider, then we cannot fulfill your request directly. In that case, we will relay your request to the appropriate Client for further processing and fulfillment.

Employee Data Exception

In many cases, the Personal Information we collect about you is in a business-to-business context when you are acting as an employee to a Client or potential in the performance of your job duties. Please note that Personal Information collected and used in this context is not protected under the CCPA.

COOKIES

Illuno may use cookies and other tracking technologies on the Services to track engagement, manage, and improve the Services. Cookies are small text files downloaded and stored on your device when you visit a website or other platform. Cookies are generally used for functionality, security, analytics, or advertising. Some cookies are strictly necessary to the function of the website or other platform, while others enable certain features.

Illuno does not link data automatically collected by cookies and similar technologies to your Personal Information. Third parties may also set cookies on the Services to collect information about you when you use the Services. We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

On your device, you can set your browser or device to refuse all or some cookies or to alert you when cookies are being sent. You can also install third-party plugins to control cookie behavior. If you disable or refuse cookies or block the use of other tracking technologies, some parts of the Services may then be inaccessible or not function properly. If you get a new device, install a new browser, or erase or otherwise alter your device's cookie file or privacy settings, your privacy preferences may not be saved. If you disable or refuse cookies or block the use of other tracking technologies, you will be able to use certain features, but some or all features may not function properly.

DATA SECURITY

Illuno implements reasonable and appropriate security procedures and practices to help protect your Personal Information from unauthorized or illegal access, destruction, use, modification, or disclosure. Illuno follows the Open Web Application Security Project (OWASP) best practice security standards with regard to platform security. We encrypt all data at rest as well as in transit to prevent unauthorized parties from viewing the data, including your Personal Information, when it is transmitted to us. All data is stored on secure servers and is only accessible to our personnel and contractors via encrypted password and on an as needed basis. We ensure that Illuno employees, contractors, and agents responsible for handling your inquiries are informed of applicable privacy law requirements and we restrict access to those who need that information to process it.

Please note, however, that no transmission of data over the Internet is 100% secure. We cannot guarantee that unauthorized third parties will not defeat our security measures, use your Personal Information for improper purposes. We also have no control over the security measures or practices of the Departments and Clients that use our Services, and we make no representations or guarantees that your Personal Information is secure once transmitted or stored on their systems.

It is your responsibility to keep your Illuno account secure from unauthorized access. If you have an account with Illuno, we encourage you to take steps to protect against unauthorized access to your account. These steps include, without limitation, choosing a robust password that nobody else knows or can easily guess, keeping your password private, and signing off after using a shared computer or other device. Illuno is not responsible for any lost, stolen, or compromised passwords, or any unauthorized activity on your account.

CONSENT TO DATA TRANSFERS

Illuno is owned and operated in the United States and is intended for use by users living in the United States or Canada. We do not warrant that Illuno is appropriate or authorized for use in any other jurisdictions. If you use Illuno from outside of the United States, Personal Information we collect about you will be transferred to our servers in the United States and maintained there indefinitely. This may require the transfer of your Personal Information out of your country of origin with laws governing data collection and use that may differ from or be more restrictive than U.S. law, or may result in governments, courts, law enforcement or agencies having access to or obtaining disclosure of your Personal Information pursuant to the laws of the applicable foreign jurisdiction. You are responsible for determining whether this Privacy Notice and Illuno comply with the laws that apply to you. By allowing us to collect Personal Information about you, you consent to the transfer and processing of your Personal Information as described in this paragraph.

THIRD PARTY WEBSITES

The Services may contain links to websites owned or operated by third parties. We have no ability to control, and we are not responsible for, the privacy and data collection, use, and disclosure practices of third-party websites. We encourage you to read the privacy statements of each website that collects your Personal Information.

CHANGES TO THIS PRIVACY NOTICE

We may periodically update this Privacy Notice. If we make any material changes, we will notify you by updating this posting or by posting notice in the Services. The date that this Privacy Notice was last revised is identified at the top of the page. Your continued use of the Services after the effective date will be subject to the new Privacy Notice. You are responsible for periodically checking this Privacy Notice for changes.

CONTACT ILLUNO

If you have questions about our privacy practices or would like to make a complaint, please contact us at privacy@illuno.com or by phone at 1-888-521-1554.

CLOSE

ILLUNO Inc. Terms of Use

Last Updated September 23, 2021

The following Terms of Use ("Terms of Use" or "Terms") are a binding agreement between you and Illuno Inc. and our affiliates and subsidiaries (collectively, "Illuno," "us," or "we"). These Terms govern your use of illuno.com and other websites and digital channels we own or operate (the "Site"), our software for administering off duty officer programs (the "Platform"), and other services, solutions, and products we offer (all together with the Site and Platform, the "Services"). Additional, separate terms may apply to your use of certain of the Services, including without limitation our Privacy Notice and any other agreement between you and Illuno, each of which will be considered to form part of these Terms.

THESE TERMS INCLUDE A CLASS ACTION WAIVER AND AN ARBITRATION PROVISION THAT GOVERNS ANY DISPUTES BETWEEN YOU AND ILLUNO.

ACCEPTANCE

To use the Services, you must agree to be unconditionally bound by these Terms. You represent that you are at least eighteen (18) years old and of legal capacity to enter into these Terms and that you have read, understood, and agree to be bound by these Terms, regardless of the device or platform by which you access any of our Services. If you are accessing the Services on behalf of a company or other legal entity ("Entity"), you represent and agree that you are authorized to act on behalf of the Entity and to bind such Entity to these Terms. You accept the Terms by using the Services or clicking to accept or agree to the Terms where this option is made available to you. These Terms will remain in effect while you use our Services. If you do not agree with any of these Terms, do not access or use our Services.

SERVICES

The Services allow officers registered with Illuno ("Officers") to accept off-duty jobs posted to the Services ("Jobs") by contractors registered as Illuno clients ("Clients") and police departments ("Departments") to administer their off-duty officer programs. By using the Services, you represent and warrant that (a) any information you submit to us is truthful and accurate; (b) you will maintain the accuracy of that information; (c) you will be entirely responsible for maintaining the security of your logins and credentials, if any; and (d) your use of our Services and their features does not and will not violate any applicable law, rule, or regulation.

RESPONSIBILITY FOR JOBS

For each Job staffed, performed and paid via the Services, the Client, Officer and Department are each solely responsible for their respective obligations relating to the Job. Departments shall be liable to Clients for any claim(s) that arise, directly or indirectly, out of the delay or failure of Job performance staffed and managed through the Department. Officers shall be liable to Clients for any claim(s) that arise, directly or indirectly, out of the delay or failure of the Officer's performance of a Job or accepted by the Officer. Client shall be solely liable to Department and Officer, respectively, for any claim(s) that

arise, directly or indirectly, out of delay or failure to pay amounts due related to performance of a Job staffed via the Services.

We make no warranties with respect to any Job or performance thereof, or any other activities or services provided by a Department, Officer, or Client using the Services. Illuno shall not be liable for any delay or failure, for whatever reason, for staffing or performance of any Job, nor for any delay or failure, for whatever reason, in the staffing, performance or payment process via the Services. Illuno is not responsible, and shall have no liability, to you in any way with respect to your communications, agreements or work performed, or for receipt of payment from any Client, in relation to your use of the Services. Illuno cannot and will not intervene in any dispute between an Officer, Client, and/or Department related to any Job performed or other transaction that takes place via the Services. For the avoidance of doubt, Illuno is not a party to any agreement between any Client, Officer and/or Department, and Illuno shall not be liable for any performance of or payment or nonpayment for Jobs, whether or not such payment is transmitted via the Services.

ILLUNO IS NOT YOUR EMPLOYER

The relationship between Illuno and you, whether as a Client, Officer, Department, or other User of the Services (collectively, "Users"), is that of independent contractors. You acknowledge and agree that you will not be entitled to participate in and/or receive any benefits from Illuno under any circumstances. You further acknowledge and agree that Illuno has no obligation to withhold any income or other payroll taxes on your behalf and that you are solely responsible for compliance with all state, federal, and local laws pertaining to the withholding and payment of taxes upon any compensation you may pay or receive as the result of your use of the Services. You agree to indemnify, defend, and hold harmless Illuno from and against any losses that Illuno incurs as a result of your breach of your obligations under this provision.

Nothing in these Terms shall be interpreted to grant either party the power to direct and control the day-to-day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent, or otherwise participants in a joint or common undertaking, or, except as expressly provided herein, allow either party to create or assume any obligation on behalf of the other for any purpose whatsoever.

ILLUNO FEES

By using the Services, you acknowledge and agree to the billing and payment provisions described herein. If you are a Client, you agree to pay fees that consist of (i) a flat Event fee charged per Event staffed through the Services and (ii) an Service fee in an amount equal to a percentage of the total amount due and payable to the Department and Officer(s) for performing the Job. All fee amounts and percentages will be calculated on the Event invoice for Client approval prior to being incurred. We reserve the right to modify our fees from time-to-time, in our sole discretion.

You agree that we may charge your credit or debit card, or withdraw amounts from your designated account at your depository institution, or charge any other payment method that you have on file with the fees due hereunder, any sales and use taxes and any late fees or interest (as described below). You must maintain a valid payment method on file with us. You represent and warrant that the payment information you provide to us is correct and accurate and you are using a form of payment that you are

legally authorized to use for this purpose. You agree that you are solely liable for any payment or credit card fraud, abuse, or unauthorized use by you or others.

If you do not pay on time or if we cannot charge the payment method you have on file for any reason, we reserve the right to either suspend or terminate your access to the Services. In addition, if any payment is not received within 30 days after the due date, then we may charge a late fee of \$10 and we may assess interest at the rate of 1.5% of the outstanding balance per month (18% per year), or the maximum rate permitted by law, whichever is lower, from 30 days after the due date until the date paid. If your unpaid fees are referred to an attorney or collections agency, you shall pay all reasonable attorney's fees or collections agency fees. Illuno may, but is not obligated to, refund all or a portion of fees paid.

PAYMENT PROCESSING

Illuno is not a payment processor. All payments made through the Services are processed by a PCI-compliant payment processor or directly through your banking institution. If you are an Officer using Illuno through your Department, please direct questions about payments or payroll to your Department administrator.

LEGAL COMPLIANCE

You are only permitted to use the Services for yourself or as a representative of your Entity, and only in a manner that complies with all laws, ordinances, or governmental rules or regulations to which you and your Entity are subject, including without limitation laws governing intellectual property, consumer privacy, export controls, labor and employment, and taxes (collectively, "Applicable Laws") and all Illuno policies and protocols, including without limitation Illuno's Privacy Notice. Illuno cannot and will not be responsible for your use of the Services in a manner that violates Applicable Laws or our policies and protocols. You further agree to obtain and maintain in effect all licenses, certificates, permits, franchises, and other governmental authorizations necessary to perform any work or conduct any business via or related to your use of the Services. You are solely responsible for your compliance with all Applicable Laws and Illuno's policies and protocols.

LICENSE GRANT

Illuno hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to use the Services for your own personal, internal business, and non-commercial purposes (the "License"), subject to the terms and conditions set forth herein. Neither the License nor any other provision hereof shall grant any rights in the Services or other intellectual property rights except the limited License of use set out above. The License shall be for the term of these Terms of Use only. You agree not to: (a) rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market, or transfer the Services or any portion thereof (including the Content) or use it in any manner that is prohibited or not expressly authorized by these Terms; (b) copy, reverse engineer, translate, port, modify, or make derivative works of any portion of the Services; (c) violate or attempt to violate the security features of the Services; (d) use any device, software, or routine to interfere or try to interfere with the proper working of the Services or any activity being conducted on via the Services; or (e) use or try to use any device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the

Services other than the search engine or search agents that we make available via the Services and the generally available third-party web browsers. The License shall be for the term of these Terms of Use only.

CONTENTS OWNERSHIP

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FEEDBACK

While using the Services, you may from time-to-time provide us with certain materials, communications, suggestions, comments, improvements, ideas, or other feedback to us related to the Services ("Feedback"). By providing Feedback, you are representing that the Feedback is not subject to any intellectual property claim by a third party or any license terms which would require products or services derived from that Feedback to be licensed to or from, or shared with, any third party. You

hereby grant to us all rights, titles, and interests in and to any Feedback that you provide to us. In the event this grant is not sufficient for us to fully realize and use the Feedback, you hereby grant to us a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use and incorporate your Feedback into the Services.

USER CONTENT

Users may have the opportunity to publish, transmit, submit, or otherwise post photos or other images, Department or Client policies or other documents, comments, Feedback, or other materials via the Services (collectively, "User Content") that may be accessible and viewable by Illuno, other Users, members of the public, or others. With respect to any User Content posted by you, you represent that (i) you created and own the rights to the User Content, or you have the owner's express permission to post such User Content; and (ii) the User Content does not infringe any other person's or entity's rights (including, without limitation, copyrights, trademarks, rights of publicity or privacy rights) or violate any applicable laws, rules or regulations, these Terms, or any of our other posted policies. You are solely responsible for your User Content and the consequences of posting it online. You assume all risks associated with dealing with other Users with whom you come in contact through the Services, and, to the extent that the law permits, you release us from any claims or liability related to any User Content posted via the Services and from any claims related to the conduct of other Users.

In consideration for your use of the User Content features, you grant to Illuno an irrevocable, worldwide, royalty-free, fully paid, sub-licensable, perpetual license to use, reproduce, make derivative works from, distribute, publish, display, or perform such User Content in whole or in part, by any and all means and media, in connection with advertising, marketing and promoting Illuno, our products and our Services. You acknowledge that Illuno has no obligation to use any User Content and may modify the User Content for any purpose. We do not endorse any User Content, and the User Content posted does not reflect our opinions, views, or advice. We take no responsibility and assume no liability for any User Content that you or a third party posts or sends on or through the Services, nor do we assume any liability for any action or inaction regarding transmissions, communications or content provided by any User or third party.

User Content must not (a) misrepresent your identity or affiliation with any person or organization; (b) seek to collect others' Personal Information by any means; (c) seek to transmit chain letters, or bulk or junk email; (d) relate to contests, sweepstakes, or other sales promotions; (e) include information that may be used to track, contact, or impersonate another; (f) infringe any intellectual property or other proprietary rights of Illuno or any other person; (g) seek to harm or exploit children; (h) contain any material that is false, defamatory, libelous, obscene, harassing, discriminatory, profane, or otherwise offensive, damaging, unlawful, or harmful; (i) violate Illuno's or any other person's or entity's legal rights, contain any material that could give rise to civil or criminal liability under applicable laws or regulations, or otherwise promote, advocate or assist any illegal activity or unlawful act; or (j) be otherwise objectionable as determined by Illuno at our sole discretion. Illuno reserves the right, but has no obligation to, monitor, review, screen, post, remove, reject, modify, or store User Content at any time and for any reason without notice.

RESTRICTIONS TO USE OF THE SERVICES

You are strictly prohibited from using the Services: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) in a manner that violates any applicable law, rule or regulation, including without limitation the CAN-SPAM Act, the Telephone Consumer Protection Act, or the Children's Online Privacy Protection Act, each as amended from time to time; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to submit false or misleading information; (f) to upload or transmit viruses or any other type of malicious or destructive code; (g) to collect or track the Personal Information of others; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) to promote any goods or services or send communications that are illegal in the place offered to consumers; (j) to advertise or promote adult services, illegal gambling, counterfeit or pirated goods or services, or violate any securities or commodities regulations; (k) to defraud, deceive, or mislead anyone; (l) to communicate or transmit content that is defamatory, dishonest, obscene, sexually explicit, pornographic, vulgar, or offensive; (m) to promote or engage in discrimination, racism, harassment, or hate speech against any individual or group; (n) to threaten or promote violence for any obscene or immoral purpose; or (o) to interfere with or circumvent the security features of the Services or any related website or application, other website or application, or the internet. Tampering with the Services, conducting fraudulent activities on the Services and all other illegal activities are prohibited and may subject a User to legal action and/or termination of your access to the Services. If you engage in the foregoing activity, you may face civil or criminal liability. We will investigate occurrences that may involve such violations. We may involve or cooperate with law enforcement authorities in prosecuting Users who are involved in such violations.

SERVICE ACCESS

Illuno will use commercially reasonable efforts to maintain availability of the Services. You agree and understand that there will be times when the Services will not be available, such as scheduled maintenance times; outages; emergency maintenance; unavailability caused by software, hardware, or other Users; and causes beyond our reasonable control. Illuno will make commercially reasonable efforts to notify you of planned downtime and unavailability of the Services. Illuno is not liable for any delays, interruptions, or other transmission errors resulting from any lack of Service access or caused by your device or your internet or wireless service provider.

ACCURACY

Occasionally there may be information available through the Services that contains typographical errors, inaccuracies, or omissions related to product descriptions, pricing, promotions, offers, availability, and other topics. We have no obligation to update, amend, or clarify information in the Services, including without limitation, pricing information, except as required by law. No specified update or refresh date should be taken to indicate that all information in the Services has been modified or updated.

TEXTING CONSENT AND COMMUNICATIONS

If you provide Illuno with your wireless phone number, you consent to Illuno sending you informational text messages related to our Services or information you have requested from us. If you opt-in, we may also send you marketing communications and other notifications via text message. You can unsubscribe from Illuno's text messages by replying STOP or UNSUBSCRIBE to any of these text messages. Messaging and data charges may apply to any text message you receive or send.

Illuno may also use your contact information to communicate with you about your use of our Services. For example, we may send you service announcements or administrative communications by email, phone, mail, or other means. You understand that you receive these communications as part of your use of the Services, and you will not be able to opt out from receiving these service announcements and administrative messages. We may also send you marketing communications by email, mail, or other means in compliance with applicable law and your communication preferences. If you wish to opt-out of receiving marketing communications from Illuno, please follow the instructions in our Privacy Notice (See Section Controlling Your Personal Information).

MOBILE APPLICATION

To use the Services via a mobile application (whether powered by Illuno, our affiliates, or a third party), you must have a compatible mobile telephone or handheld device, Internet access (if required by the App), and the necessary minimum specifications ("Software Requirements") to use the mobile application. The Software Requirements for Apple iOS devices and Android OS devices can be found on the relevant App Store page. The mobile application software may be upgraded from time to time to add support for new functions and services. The mobile application may request certain privacy permissions from time to time such as access to your camera, contacts, or other apps or features. You acknowledge that the terms of agreement with your mobile network provider will continue to apply when using the mobile application. Data and messaging charges may apply to your use of the mobile application or any text messaging or photo sharing features you use via the mobile application, and you accept responsibility for any such charges that arise. If you are not the bill payer for the mobile telephone or handheld device being used to access the mobile application, you will be assumed to have received permission from the bill payer for using the mobile application. The mobile application is currently made available to you as part of our Services and may be amended or withdrawn, at any time and for any reason.

LINKS TO OTHER WEBSITES

Links to websites from the Services, including without limitation, Client or Department websites, are provided solely for your convenience. Illuno is not responsible for the content of any other websites, nor do we make any representations about the content or accuracy of material on any other websites. Inclusion of any linked website on the Services does not imply Illuno's approval or endorsement of the website. If you click through to another website, you do so at your own risk. Please be aware that when you click on links that take you to external websites, you will be subject to their privacy policies and practices and not ours. Any concerns regarding any such website, service or resource, or any hyperlink thereto, should be directed to the website's owner or operator.

CONSENT TO ELECTRONIC SIGNATURE

By accessing or using the Services, typing your name into any of our electronic forms and indicating your acceptance or clicking a box, you consent to (a) Illuno communicating with you electronically; (b) receiving all applications, notices, disclosures, and authorizations (collectively, "Records") from us electronically; and (c) entering into agreements and transactions using electronic Records and signatures. We will use electronic documents for all communications, agreements, disclosures, authorizations, and other documents necessary to provide you with the Services. Federal law treats

electronic signatures as having the same legal force and effect as if they were signed on paper by hand, and online contracts have the same legal force as signing an equivalent paper contract in ink. You must have a web-enabled device, connection to the internet, an active email account, and the ability to receive and read PDF files to conduct business with us electronically. You are responsible for keeping your own Records. If you require assistance with your Records or if you wish to receive Records in paper format or to withdraw your consent to receiving electronic records from us, please contact us at info@illuno.com. Agreements and transactions executed prior to this request will remain valid and enforceable.

TERM AND TERMINATION

These Terms of Use commence on the date you register for the Services or first access the Site and shall remain in effect until terminated by either you or Illuno as set forth herein. If you are an Officer, Client, or Department, you may terminate these Terms at any time by accessing and cancelling your account on the Platform or by submitting a request to terminate to us at info@illuno.com. Upon termination you shall pay any outstanding fees to Illuno and, if you are a Client, you shall pay any and all amounts due to Officers or Departments for Jobs performed. If you are a website visitor and you do not have an Illuno account, you may terminate these Terms by discontinuing use of the Services.

Illuno may terminate these Terms of Use at any time without notice to you and accordingly we may terminate your access to our Services or any part thereof at any time or for any reason. We reserve the right to disable any Username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Upon termination of these Terms: (a) the rights and licenses granted to you herein shall terminate as to the terminated rights, (b) you shall cease all use of the Services that have been terminated, and (c) Illuno may at its own discretion remove and/or purge your data and any other information related to providing you the Services. We reserve the right to keep, maintain and use your data and information for our internal business purposes.

DISCLAIMER OF WARRANTIES

YOUR USE OF THE SITE SERVICES IS AT YOUR OWN RISK. ILLUNO MAKES NO EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICES OR RELATING TO THE AVAILABILITY, QUALITY, RELIABILITY, SUITABILITY, TIMELINESS, TRUTH, ACCURACY, OR COMPLETENESS OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE," AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT OF THIRD-PARTY RIGHTS. ILLUNO DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF YOUR REQUIREMENTS OR THAT ITS OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT WITHIN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION, OR ADVICE GIVEN BY ILLUNO SHALL CREATE A WARRANTY WITHOUT A WRITING SIGNED BY US EXPRESSLY CREATING SUCH WARRANTY.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ILLUNO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE OUR SERVICES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, PROPERTY DAMAGE, PERSONAL INJURY, OR LOSS OF DATA OF ANY KIND, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR LOSS OF YOUR ACCOUNT INFORMATION OR PAYMENT INFORMATION OR FUNDS, OR FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN TRANSMISSIONS OF TRANSACTIONS VIA THE NETWORK OR SERVER. FURTHER, WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ANY EVENT, THE MAXIMUM LIABILITY OF ILLUNO TO YOU SHALL NOT EXCEED THE NET AMOUNT OF FEES PAID BY YOU THROUGH THE SERVICES DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF YOUR CLAIM OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ILLUNO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, PENALTIES, LIABILITY, AND COSTS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ARISING OUT OF OR RELATED TO (A) YOUR USE OR MISUSE OF AND ACCESS TO THE SERVICES; (B) YOUR BREACH, NON-COMPLIANCE, OR VIOLATION OF ANY OF THESE TERMS OF USE OR OUR PRIVACY POLICY, OR APPLICABLE LICENSE AGREEMENTS, BY YOU OR ANYONE UNDER YOUR DIRECTION AND CONTROL; (C) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; (D) ANY ACTUAL OR POTENTIAL CLAIM BY ANY USER OR THIRD PARTY RELATED TO YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, CLAIMS ARISING FROM LABOR, EMPLOYMENT OR WAGE AND HOUR LAW, CONTRACT PERFORMANCE, OR PUBLIC SAFETY OFFICER ACTION OR INACTION; (E) ANY ACT OR OMISSION OF YOURS OR ANYONE UNDER YOUR DIRECTION OR CONTROL; (F) YOUR VIOLATION OR ALLEGED VIOLATION OF ANY LAW OR RIGHT OF ANY THIRD PARTY; AND/OR (G) ANY LOSS OF DATA OR PROFITS OF ANY KIND, FOR ANY REASON. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF USE AND YOUR USE OF THE SERVICES. IN ANY EVENT, WE CANNOT COMPENSATE YOU FOR HARMS WE COULD NOT REASONABLY EXPECT FROM PROVIDING THE SERVICES TO YOU. IF YOU CAUSE HARM TO US OR VIOLATE THESE TERMS, WE RESERVE THE RIGHT TO ASSUME, AT OUR SOLE DISCRETION, THE EXCLUSIVE DEFENSE AND CONTROL OF ANY SUCH CLAIM OR ACTION AND ALL NEGOTIATIONS FOR SETTLEMENT OR COMPROMISE, AND YOU AGREE TO FULLY COOPERATE WITH US IN THE DEFENSE OF ANY SUCH CLAIM, ACTION, SETTLEMENT, OR COMPROMISE NEGOTIATIONS, AS REQUESTED BY US. IN NO EVENT WILL YOU SETTLE ANY CLAIM OR ACTION WITHOUT OUR PRIOR WRITTEN APPROVAL. YOU AGREE NOT TO SUE US AS A RESULT OF OUR DECISION TO WITHHOLD APPROVAL OF OR REMOVE YOUR USER CONTENT, TO WARN YOU, TO REVOKE OR SUSPEND YOUR USER

ACCOUNT, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF OUR CONCLUSION THAT A VIOLATION OF THESE TERMS HAS OCCURRED.

CLASS ACTION WAIVER

YOU HEREBY WAIVE ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST ILLUNO RELATED TO ANY CLAIM, DISPUTE, OR CONTROVERSY, AND, WHERE APPLICABLE, YOU HEREBY AGREE TO OPT OUT OF ANY CLASS PROCEEDING AGAINST ILLUNO OTHERWISE COMMENCED ON OR AFTER THE EFFECTIVE DATE OF THESE TERMS.

ARBITRATION AGREEMENT

Any controversy or claim between you and Illuno arising out of or relating to: (a) these Terms or the breach thereof, or (b) your access to or use of the Services, or (c) any alleged violation of any federal or state or local law, statute or ordinance (each such controversy or claim, a "Claim"), shall be resolved exclusively by a binding arbitration administered by JAMS and held in New Castle County, State of Delaware, USA. Claims shall be heard by a single arbitrator and arbitration shall be held in New Castle County, Delaware but the parties may choose for themselves whether to appear in person, by phone, or through the submission of documents. The arbitration shall be governed by the Federal Arbitration Act and by the internal laws of the State of Delaware, without regard to conflicts of laws principles. The prevailing party shall be entitled to an award of reasonable attorneys' fees. In arbitration, the parties give up their right to have their Claim decided by a judge or jury, and their Claim is instead decided by an arbitrator. Discovery rights and appellate rights in arbitration are more limited than in court. The arbitrator shall issue a reasoned award in writing, including all findings of fact and law upon which the award was made.

YOU AND ILLUNO AGREE THAT EACH MAY BRING OR PARTICIPATE IN CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND ILLUNO AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A CLAIM IMPLICATES THIS SECTION, AND IF THIS SECTION IS FOUND TO BE INVALID, UNENFORCEABLE, OR ILLEGAL BY A COURT OF COMPETENT JURISDICTION, THEN SUCH CLAIM MUST BE ADJUDICATED BY A COURT AND NOT BY AN ARBITRATOR. NOTWITHSTANDING THE FOREGOING, IF ANY CLAIM IS NOT SUBJECT TO ARBITRATION, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN NEW CASTLE COUNTY, DELAWARE, WHICH IS THE PLACE OF PERFORMANCE OF THESE TERMS.

GOVERNING LAW

Delaware state law, the Federal Arbitration Act, and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. You hereby consent to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware, USA to

enforce these Terms. However, judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

MISCELLANEOUS

Illuno prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by Illuno, may result in immediate termination of your access to the Service without prior notice to you. Illuno's failure to enforce any of these Terms is not a waiver of such term. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without prior written consent of Illuno, but may be freely assigned by Illuno without restriction.

Illuno may provide you with notices regarding the Services, including changes to these Terms, by email to your email address on file with us, regular mail, or postings to the Services. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email. It is your responsibility to keep your email address current.

These Terms and the documents incorporated by reference herein are the entire agreement between you and Illuno and supersede all prior or contemporaneous negotiations, discussions, or agreements between you and Illuno about the Services. If any provision of these Terms is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect. The Contents ownership, copyright, trademark, disclaimer of warranties, representations made by you, limitations of liability, and general provisions shall survive any termination of these Terms.

REVISIONS

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If you have any questions about the Services or these Terms of Use, please contact us at info@illuno.com.

CLOSE

AGENDA ITEM REPORT



To:

Subject: Accreditation Grant for Police Department to assist in obtaining Accreditation through CFA

Meeting:

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

It has always been the goal of the agency to obtain accreditation and these funds will greatly benefit the town in both training and equipment.

FINANCIAL IMPACT:

\$104,112.00

POLICY IMPLICATIONS:

These monies will greatly assist with our goal to become accredited

RECOMMENDATION:

Staff recommends accepting this grant to assist with the cost of Accreditation over the next two years.

ATTACHMENTS:

[Award List](#)



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

2022 Community Policing Development (CPD) Program Awards

<u>State, Agency Name, and Award Category</u>	<u>Estimated Award Amount</u>
<u>Alabama</u>	
Montgomery, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$250,000
Troy University <i>Law Enforcement Agency De-Escalation Grants</i>	\$182,284
<u>Alaska</u>	
Anchorage, Municipality of (Inc.) <i>Implementing Crisis Intervention Teams</i>	\$350,000
<i>Law Enforcement Agency De-Escalation Grants</i>	\$250,000
<u>Arizona</u>	
Arizona Association of Chiefs of Police, Inc. <i>Enhancing Existing Law Enforcement Accreditation Entities</i>	\$153,233
Buckeye, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$250,000
Parker, Town of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$160,000
Pima County <i>Implementing Crisis Intervention Teams</i>	\$170,390
Tempe, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$175,000
Yavapai County Community College District <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$29,415
<u>Arkansas</u>	
Searcy, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$200,000
Springdale, City of <i>Implementing Crisis Intervention Teams</i>	\$182,451

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

2022 Community Policing Development (CPD) Program Awards

<u>State, Agency Name, and Award Category</u>	<u>Estimated Award Amount</u>
<u>California</u>	
Anaheim, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$226,270
Chula Vista, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$160,224
Gustine, City of (Inc.) <i>Implementing Crisis Intervention Teams</i>	\$335,142
Hemet, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$192,936
Los Angeles, City of <i>Law Enforcement Agency De-Escalation Grants</i> <i>Microgrants / Community Violence Intervention</i>	\$250,000 \$175,000
Petaluma, City of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	160,000
Pomona, City of (Inc.) <i>Law Enforcement Agency De-Escalation Grants</i>	\$181,260
Rohnert Park, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$65,000
Roseville, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$150,000
Torrance, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$135,000
Vallejo, City of <i>Implementing Crisis Intervention Teams</i>	\$301,800
Visalia, City of (Inc.) <i>Implementing Crisis Intervention Teams</i>	\$221,552
Yurok Tribe <i>Implementing Crisis Intervention Teams</i>	\$350,000
<u>Colorado</u>	
Montezuma, County of <i>Law Enforcement Agency De-Escalation Grants</i>	\$67,500



2022 Community Policing Development (CPD) Program Awards

<u>State, Agency Name, and Award Category</u>	<u>Estimated Award Amount</u>
<u>Connecticut</u>	
New Haven, City of (Inc.) <i>Microgrants / Officer Recruitment and Retention</i>	\$175,000
Newington, Town of <i>Law Enforcement Agency De-Escalation Grants</i>	\$66,704
Stratford, Town of <i>Implementing Crisis Intervention Teams</i>	\$350,000
University of New Haven, Incorporated <i>Expansion of Regional De-Escalation Training Centers</i>	\$1,000,000
<u>District of Columbia</u>	
Fraternal Order of Police <i>Supporting the National Blue Alert Network (invitational award)</i>	\$52,500
<u>Florida</u>	
Broward, County of <i>Law Enforcement Agency De-Escalation Grants</i>	\$206,920
<i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$104,213
<i>Microgrants / Underserved Populations</i>	\$101,476
Miramar, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$198,308
Pembroke Park, Town of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$104,112
Sanford, City of (Inc.) <i>Law Enforcement Agency De-Escalation Grants</i>	\$248,884
St. Petersburg, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$173,983
Tampa, City of <i>Implementing Crisis Intervention Teams</i>	\$350,000
<u>Georgia</u>	
Kennesaw, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$107,000
County of Jasper <i>Law Enforcement Agency De-Escalation Grants</i>	\$98,368
Marietta, City of <i>Implementing Crisis Intervention Teams</i>	\$143,300
Roswell, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$120,000
Spalding, County of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$25,000



2022 Community Policing Development (CPD) Program Awards

<u>State, Agency Name, and Award Category</u>	<u>Estimated Award Amount</u>
Technical College System of Georgia <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$250,000
University of West Georgia <i>Implementing Crisis Intervention Teams</i>	\$208,972
<u>Illinois</u>	
Alton, City of (Inc.) <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$175,000
Aurora, City of <i>Implementing Crisis Intervention Teams</i>	\$294,658
Belleville, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$35,000
Brookfield Police Department <i>Law Enforcement Agency De-Escalation Grants</i>	\$16,778
Campton Hills, Village of <i>Law Enforcement Agency De-Escalation Grants</i>	\$103,550
Chicago, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$249,210
Hampshire, Village of <i>Law Enforcement Agency De-Escalation Grants</i>	\$231,910
Highland Park, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$31,250
Illinois Association of Chiefs of Police Foundation <i>Enhancing Existing Law Enforcement Accreditation Entities</i>	\$300,000
Joliet Junior College District 525 <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$82,976
Oak Park, Village of (Inc.) <i>Law Enforcement Agency De-Escalation Grants</i>	\$9,745
<u>Indiana</u>	
Huntington, City of <i>Implementing Crisis Intervention Teams</i>	\$144,090
<u>Iowa</u>	
Des Moines, City of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$239,677



2022 Community Policing Development (CPD) Program Awards

<u>State, Agency Name, and Award Category</u>	<u>Estimated Award Amount</u>
<u>Kansas</u>	
Gardner, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$67,700
Lawrence, City of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$110,492
Leawood, City of (Inc.) <i>Law Enforcement Agency De-Escalation Grants</i>	\$67,500
<u>Kentucky</u>	
Frankfort, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$134,000
Kentucky Office of the Attorney General <i>Microgrants / Underserved Populations</i>	\$175,000
McCracken, County of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$4,388
<u>Louisiana</u>	
Lafayette Parish Sheriff's Office <i>Implementing Crisis Intervention Teams</i>	\$289,902
Tangipahoa Parish Sheriff's Office <i>Law Enforcement Agency De-Escalation Grants</i>	\$68,000
Tangipahoa, Village of <i>Law Enforcement Agency De-Escalation Grants</i>	\$47,600
<u>Maryland</u>	
Baltimore, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$199,900
<u>Massachusetts</u>	
Massachusetts Department of State Police <i>Microgrants / Officer Recruitment and Retention</i>	\$175,000
<i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$194,326
Westborough, Town of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$16,924
<u>Michigan</u>	
Allen Park, City of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$213,075
Lake, County of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$159,779
Macomb Community College <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$160,000



2022 Community Policing Development (CPD) Program Awards

<u>State, Agency Name, and Award Category</u>	<u>Estimated Award Amount</u>
Michigan Association of Chiefs of Police <i>Enhancing Existing Law Enforcement Accreditation Entities</i>	\$150,888
Michigan State University <i>Innovations in Recruitment and Hiring</i>	\$399,997
Midland, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$161,253
Nottawaseppi Huron Band of the Potawatomi <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$139,685
Wayne, County of <i>Law Enforcement Agency De-Escalation Grants</i>	\$250,000
Wayne State University <i>Expansion of Regional De-Escalation Training Centers</i>	\$985,797
<u>Minnesota</u>	
East Grand Forks, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$50,398
St. James, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$155,160
<u>Mississippi</u>	
Forrest, County of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$74,999
Jackson, City of <i>Microgrants / Officer Recruitment and Retention</i>	\$174,948
Pearl River Valley Water Supply District <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$58,420
University of Mississippi Medical Center <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$160,000
<u>Montana</u>	
Glasgow, City of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$120,237
<u>Nebraska</u>	
La Vista, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$75,000
<i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$155,035
Nebraska State Patrol <i>Law Enforcement Agency De-Escalation Grants</i>	\$75,000
<u>Nevada</u>	
Nevada System of Higher Education <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$59,399



2022 Community Policing Development (CPD) Program Awards

<u>State, Agency Name, and Award Category</u>	<u>Estimated Award Amount</u>
<u>New Jersey</u>	
Garfield, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$82,780
Gloucester Township (Inc.) <i>Law Enforcement Agency De-Escalation Grants</i>	\$149,287
Lindenwold Borough <i>Law Enforcement Agency De-Escalation Grants</i> <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$59,407 \$19,900
Newark, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$141,360
New Jersey State Association of Chiefs of Police <i>Enhancing Existing Law Enforcement Accreditation Entities</i>	\$300,000
Rutgers, the State University of New Jersey <i>Microgrants / Officer Recruitment and Retention</i>	\$100,000
Sayreville, Borough of (Inc.) <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$175,000
<u>New York</u>	
Middletown, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$245,290
New York, City of <i>Microgrants / Community Violence Intervention</i>	\$175,000
Niagara Frontier Transportation Authority <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$100,000
Oswego, County of <i>Law Enforcement Agency De-Escalation Grants</i>	\$115,271
Suffolk, County of <i>Microgrants / Underserved Populations</i>	\$175,000
<u>North Carolina</u>	
Greenville, City of <i>Microgrants / Officer Recruitment and Retention</i>	\$175,000
Kinston, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$150,000
New Bern, City of <i>Implementing Crisis Intervention Teams</i>	\$350,000
North Carolina Department of Justice <i>Enhancing Existing Law Enforcement Accreditation Entities</i>	299,051
Wilkesboro, Town of <i>Law Enforcement Agency De-Escalation Grants</i>	\$77,112



2022 Community Policing Development (CPD) Program Awards

<u>State, Agency Name, and Award Category</u>	<u>Estimated Award Amount</u>
<u>Ohio</u>	
Ashtabula, County of <i>Law Enforcement Agency De-Escalation Grants</i>	\$250,000
Maple Heights, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$67,500
<u>Oklahoma</u>	
Shawnee, City of <i>Implementing Crisis Intervention Teams</i>	\$347,200
<u>Oregon</u>	
Oregon City, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$149,375
Springfield, City of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$147,120
<u>Pennsylvania</u>	
Archbald Borough <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$140,939
Beaver, County of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$248,142
Bethlehem, City of <i>Implementing Crisis Intervention Teams</i>	\$268,630
Bucks, County of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$40,000
Castle Shannon, Borough of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$108,973
Lansdowne, Borough of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$50,650
Millersville University of Pennsylvania <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$35,200
Moon Township <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$79,728
New Holland Borough <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$159,450
Pennsylvania Department of State Police <i>Law Enforcement Agency De-Escalation Grants</i>	\$250,000
Pittsburgh, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$150,500



2022 Community Policing Development (CPD) Program Awards

<u>State, Agency Name, and Award Category</u>	<u>Estimated Award Amount</u>
Springettsbury Township (Inc.) <i>Law Enforcement Agency De-Escalation Grants</i>	\$250,000
West Chester University of Pennsylvania <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$86,579
<u>South Carolina</u>	
Kershaw, County of <i>Law Enforcement Agency De-Escalation Grants</i>	\$67,500
Richland, County of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$200,000
South Carolina Law Enforcement Accreditation, Inc. <i>Enhancing Existing Law Enforcement Accreditation Entities</i>	\$300,000
Summerville, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$59,950
<i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$11,450
<u>South Dakota</u>	
Rapid City, City of <i>Microgrants / Officer Recruitment and Retention</i>	\$139,394
<u>Tennessee</u>	
Adamsville, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$63,647
Knoxville, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$250,000
Tennessee Association of Chiefs of Police Inc. <i>Enhancing Existing Law Enforcement Accreditation Entities</i>	\$300,000
Tennessee Bureau of Investigation <i>Microgrants / Officer Recruitment and Retention</i>	\$175,000
White, County of (Inc.) <i>Law Enforcement Agency De-Escalation Grants</i>	\$209,250
<u>Texas</u>	
Arlington, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$103,286
<i>Microgrants / Officer Recruitment and Retention</i>	\$103,976
Dallas, City of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$250,000
Fort Bend, County of <i>Implementing Crisis Intervention Teams</i>	\$349,616
Houston, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$249,999



2022 Community Policing Development (CPD) Program Awards

<u>State, Agency Name, and Award Category</u>	<u>Estimated Award Amount</u>
Killeen, City of <i>Law Enforcement Agency De-Escalation Grants</i>	\$49,000
Missouri City, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$69,992
Montgomery, County of <i>Implementing Crisis Intervention Teams</i>	\$350,000
North Richland Hills, City of <i>Implementing Crisis Intervention Teams</i>	\$260,156
Palacios, City of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$160,000
Sam Houston State University <i>Expansion of Regional De-Escalation Training Centers</i>	\$981,761
University of Texas at Austin <i>Law Enforcement Agency De-Escalation Grants</i>	\$105,000
<u>Utah</u>	
Salt Lake City Corporation <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$24,170
South Salt Lake, City of <i>Microgrants / Underserved Populations</i>	\$143,909
<u>Virginia</u>	
Bedford, County of <i>Law Enforcement Agency De-Escalation Grants</i>	\$105,141
Campbell, County of <i>Law Enforcement Agency De-Escalation Grants</i>	\$159,335
Chesterfield, County of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$175,000
Colonial Beach, Town of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$160,000
Danville, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$106,554
Dayton, Town of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$53,923
Dickenson, County of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$78,253
James Madison University <i>Implementing Crisis Intervention Teams</i>	\$350,000
Page County Government <i>Implementing Crisis Intervention Teams</i>	\$350,000
<i>Law Enforcement Agency De-Escalation Grants</i>	\$128,910



2022 Community Policing Development (CPD) Program Awards

<u>State, Agency Name, and Award Category</u>	<u>Estimated Award Amount</u>
Richmond, City of <i>Microgrants / Officer Recruitment and Retention</i>	\$166,059
University of Richmond <i>Law Enforcement Agency De-Escalation Grants</i>	\$85,509
Virginia Center for Policing Innovation <i>COPS Training Portal 2022 (invitational award)</i>	\$630,000
<i>Supporting COPS CIT ASSIST (invitational award)</i>	\$300,000
<i>Tolerance, Diversity, and Anti-Bias Training</i>	\$1,505,986
<u>Washington</u>	
Burien, City of <i>Implementing Crisis Intervention Teams</i>	\$350,000
King, County of <i>Implementing Crisis Intervention Teams</i>	\$348,285
Seattle, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$170,021
<u>West Virginia</u>	
Cabell, County of <i>Law Enforcement Agency De-Escalation Grants</i>	\$62,500
Huntington, City of <i>Microgrants / Officer Recruitment and Retention</i>	\$134,000
<u>Wisconsin</u>	
Edgerton, City of <i>Supporting Law Enforcement Agencies in Seeking Accreditation</i>	\$4,774
Fox Valley Technical College <i>Tolerance, Diversity, and Anti-Bias Training</i>	\$300,000
Green Bay, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$40,331
Madison, City of <i>Microgrants / Building Trust and Legitimacy with the Community</i>	\$175,000
<u>TOTAL FUNDING AWARDED:</u>	\$33,288,925

