AGENDA
WORKSHOP COMMISSION MEETING

7:00 PM - Wednesday, February 28, 2024
Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. REPORTS OF COMMITTEES AND TOWN STAFF
   - 5.1. Fire Department - Chief Kane — 4 - 18
     FIRE JANUARY 2024
6. BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO
   - 6.1. Monthly Stats — 19 - 20
     Building Pembroke Park January 24 Status Report
7. CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ
   - 7.1. Code Compliance Report for the month of January 2024 — 21 - 53
     Code Compliance Report - Jan 2024 - Pdf
8. FINANCE DEPARTMENT - CONSULTING FINANCE DIRECTOR DILENA
   - 8.1. Bills Over $500.00 for information purpose — 54 - 56
     Agenda Item Report - AIR-24-027 - Pdf
9. HUMAN RESOURCES
   - 9.1. Business Tax Receipt Specialist position - Interim Town Manager Ghany
10. IT DEPARTMENT - IT DIRECTOR PAKULA
   - 10.1. Police Station Build Out - Update — 57 - 90

     Approve item.
     Agenda Item Report - AIR-24-029 - Pdf
     Built out Cocoa Beach
     Built out Cocoa Beach Amendment
11. POLICE DEPARTMENT - CHIEF DABNEY-DONOVAN
   - 11.1. January Statistics — 91 - 93
     Agenda Item Report - AIR-24-020 - Pdf

12. PUBLIC SERVICES DEPARTMENT - INTERIM TOWN MANAGER/PUBLIC SERVICES DIRECTOR GHANY

12.1. UPDATE LIVE LOCAL ACT - Interim Town Attorney Horowitz, Interim Town Manager Ghany 94 - 162

Florida Live Local Act
HB 1239 Staff Analysis as of 2-21-24 - HOUSE
Live Local Act - 2024 changes
Live Local Act AffordableHousing
Live Local Act Impact Statement-AffordableHousing

12.2. S.W. 25th Street Stormwater Drainage Improvements - Craig A. Smith & Associates (Discussion) 163 - 180

Agenda Item Report - AIR-24-019 - Pdf
PS-02 27. 2024 25th Project Funding Aleem

13. DISCUSSION

13.1. ARPA Funds - Interim Town Manager Ghany 181 - 183

Agenda Item Report - AIR-24-023 - Pdf
ARPA DrawDown REVISED
ARPA DrawDown

13.2. Rotation of positions - Clerk Commissioner Hodgkins 184

Propose that positions are rotated in order for all Commissioners to have the opportunity to serve in the different capacities.

Agenda Item Report - AIR-24-028 - Pdf

13.3. OIG update - Clerk Commissioner Hodgkins, Interim Town Manager Ghany 185 - 349

OIG REVISED 02 20 2024
#01 EMAIL SUMMARY FINAL
#1 2023-025 PURCHASING MANUAL RESOLUTION
#1 Purchasing MANUAL FIXED TABLE OF CONTENT
#2 and #5 2023-014 ORDINANCE TRAVEL EXECUTED
#4 list from finance
#7 Public Purpose Travel Requests
#8 FINAL TRAINING USER AGREEMENT, CERTIFICATE AND SIGN IN SHEET
#8 TRAINING POWER POINT Policy and Procedure_2023
#10 Reimbursements
#11 Minutes from the 10 11 2023 Regular Commission Meeting
01 23 2024 UPDATE EMAIL SUMMARY
ADD Letter from Aleem REVISED
01 23 2024 Aleem Certification
ADD 12 13 2023 SUMMARY MINUTES
ADD Minutes 11 08 2023 Regular Commission meeting
ADD Horowitz FINAL memo 10 18 2023

14. ATTORNEY COMMENTS

15. TOWN MANAGER COMMENTS

16. COMMISSIONER COMMENTS

16.1. Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrissette
Mayor Mohammed

17. ANNOUNCEMENTS

17.1. Regular Commission meeting, Wednesday, March 13th, at 7:00 PM 350
Special Magistrate, Wednesday, March 20th at 9:00 AM
Eggstravaganza, Saturday, March 23rd, from 10:00 AM to 2:00 PM at the Preserve Park
Workshop Commission meeting, Wednesday, March 27th at 6:00 PM
Eggstravaganza

18. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

	A	B	C	D	E	F	G	H	I
1	**INCIDENT NUMBER**	**INCIDENT TYPE DESCRIPTION**	**BEAT NAME**	**INCIDENT DATE**	**FIRST UNIT DISPATCHED TIME**	**FIRST UNIT ARRIVED TIME**	**ROUTE CLOSED TIME**	**INCIDENT TYPE CODE**	**PRIMARY OFFICER ID1**
2	FPK24011800000120	COMMERCIAL STRUCTURE FIRE	27B	01/18/2024 03:53:42	01/18/2024 03:53:57	01/18/2024 03:59:21	01/18/2024 07:35:11	S25CF	E27
3	FPK24011100000081	ELECTRICAL UTILITY FIRE	27A	01/11/2024 23:49:47	01/11/2024 23:50:03	01/11/2024 23:55:38	01/12/2024 00:32:29	S25EH	E27
4	FPK24010300000022	ELEVATOR RESCUE	27B	01/03/2024 11:52:12	01/03/2024 11:52:28	01/03/2024 11:57:55	01/03/2024 12:02:10	S25EV	E27
5	FPK24011700000115	ELEVATOR RESCUE	27A	01/17/2024 16:08:59	01/17/2024 16:09:14	01/17/2024 16:17:42	01/17/2024 17:13:21	S25EV	E27
6	FPK24012800000204	FUEL SPILL/FUEL ODOR LAND	27B	01/28/2024 13:11:08	01/28/2024 13:11:48	01/28/2024 13:16:45	01/28/2024 13:22:14	S25FS	E27
7	FPK24012700000197	MULTIFAMILY STRUCTURE FIRE (GREATER THAN 5 UNITS)	27A	01/27/2024 23:02:24	01/27/2024 23:02:41	01/27/2024 23:09:11	01/27/2024 23:48:03	S25MF	R27
8	FPK24010100000005	OUTSIDE FIRE	27A	01/01/2024 04:24:16	01/01/2024 04:24:26	01/01/2024 04:31:45	01/01/2024 04:52:23	S25OF	E27
9	FPK24010500000033	OUTSIDE FIRE	27Y2	01/05/2024 07:20:48	01/05/2024 07:21:08	01/05/2024 07:25:26	01/05/2024 07:29:48	S25OF	E27
10	FPK24010400000026	VEHICLE FIRE	27B	01/04/2024 05:42:43	01/04/2024 05:43:00	01/04/2024 05:48:38	01/04/2024 06:28:05	S25VF	E27
11	FPK24012700000187	VEHICLE FIRE	27Y1	01/27/2024 10:18:43	01/27/2024 10:19:33	01/27/2024 10:25:07	01/27/2024 11:06:19	S25VF	E27
12	FPK24012700000188	VEHICLE FIRE	27Y1	01/27/2024 10:20:47	01/01/0001 00:00:00	01/01/0001 00:00:00	01/27/2024 10:22:27	S25VF	
13	FPK24012700000190	VEHICLE FIRE	27Y2	01/27/2024 11:08:20	01/27/2024 11:08:44	01/27/2024 11:11:06	01/27/2024 11:15:10	S25VF	E27
14	FPK24011400000095	ASSAULT	27B	01/14/2024 23:31:10	01/14/2024 23:31:32	01/14/2024 23:37:50	01/15/2024 00:28:31	S31IJ	R27
15	FPK24011700000114	ASSAULT	27A	01/17/2024 15:39:49	01/17/2024 15:40:09	01/17/2024 15:41:04	01/17/2024 15:51:15	S31IJ	R27

	A	B	C	D	E	F	G	H	I
16	FPK24010100000001	SHOOTING	27B	01/01/2024 00:17:38	01/01/2024 00:17:55	01/01/0001 00:00:00	01/01/2024 00:19:10	S33	R27
17	FPK24010400000030	FIGHT	27A	01/04/2024 23:36:08	01/04/2024 23:36:25	01/01/0001 00:00:00	01/04/2024 23:38:14	S36IJ	R227
18	FPK24010900000058	DOMESTIC DISTURBANCE	27A	01/09/2024 14:03:07	01/09/2024 14:03:37	01/09/2024 14:10:26	01/09/2024 14:21:12	S38IJ	R27
19	FPK24012900000210	DOMESTIC DISTURBANCE	27B	01/29/2024 07:57:03	01/29/2024 07:57:46	01/29/2024 08:09:03	01/29/2024 08:15:30	S38IJ	R27
20	FPK24013100000225	DOMESTIC DISTURBANCE	27A	01/31/2024 16:09:45	01/31/2024 16:10:07	01/31/2024 16:16:01	01/31/2024 16:23:53	S38IJ	R27
21	FPK24010800000050	TRAFFIC ACCIDENT STANDBY	27B	01/08/2024 17:23:18	01/08/2024 17:24:04	01/08/2024 17:29:11	01/08/2024 17:32:37	S4	E27
22	FPK24011400000092	TRAFFIC ACCIDENT STANDBY	27B	01/14/2024 10:57:15	01/14/2024 10:57:42	01/14/2024 11:00:22	01/14/2024 12:09:33	S4	E27
23	FPK24010100000011	FIRE ALARM - COMMERCIAL STRUCTURE	27B	01/01/2024 22:24:56	01/01/2024 22:25:08	01/01/2024 22:26:24	01/01/2024 22:32:55	S49CF	E27
24	FPK24010600000036	FIRE ALARM - COMMERCIAL STRUCTURE	27B	01/06/2024 15:58:41	01/06/2024 15:59:00	01/06/2024 16:03:28	01/06/2024 16:09:07	S49CF	E27
25	FPK24011100000074	FIRE ALARM - COMMERCIAL STRUCTURE	27B	01/11/2024 09:25:35	01/11/2024 09:26:03	01/11/2024 09:33:06	01/11/2024 09:34:08	S49CF	Q7
26	FPK24011700000112	FIRE ALARM - COMMERCIAL STRUCTURE	27A	01/17/2024 09:03:43	01/17/2024 09:03:59	01/01/0001 00:00:00	01/17/2024 09:06:21	S49CF	E27
27	FPK24011700000113	FIRE ALARM - COMMERCIAL STRUCTURE	27B	01/17/2024 13:22:11	01/17/2024 13:22:32	01/17/2024 13:28:01	01/17/2024 13:33:35	S49CF	E27
28	FPK24011700000117	FIRE ALARM - COMMERCIAL STRUCTURE	27B	01/17/2024 19:15:02	01/17/2024 19:15:15	01/17/2024 19:21:21	01/17/2024 19:35:24	S49CF	E27
29	FPK24012000000142	FIRE ALARM - COMMERCIAL STRUCTURE	27B	01/20/2024 03:47:02	01/20/2024 03:47:24	01/20/2024 03:53:35	01/20/2024 03:57:45	S49CF	E27
30	FPK24012200000160	FIRE ALARM - COMMERCIAL STRUCTURE	27A	01/22/2024 23:07:25	01/22/2024 23:07:32	01/22/2024 23:14:21	01/22/2024 23:21:50	S49CF	E27
31	FPK24012400000168	FIRE ALARM - COMMERCIAL STRUCTURE	27B	01/24/2024 14:11:53	01/24/2024 14:12:18	01/24/2024 14:16:49	01/24/2024 14:34:46	S49CF	E27

	A	B	C	D	E	F	G	H	I
32	FPK24013100000222	FIRE ALARM - COMMERCIAL STRUCTURE	27A	01/31/2024 04:08:04	01/31/2024 04:08:18	01/01/0001 00:00:00	01/31/2024 04:11:06	S49CF	E27
33	FPK24010900000054	FIRE ALARM	27A	01/09/2024 02:25:21	01/09/2024 02:25:32	01/09/2024 02:31:44	01/09/2024 02:39:45	S49F	E27
34	FPK24012000000147	FIRE ALARM - HIGH LIFE HAZARD	27A	01/20/2024 18:05:17	01/20/2024 18:05:32	01/20/2024 18:17:10	01/20/2024 18:33:08	S49HH	E7
35	FPK24011400000094	MEDICAL ALARM	27B	01/14/2024 15:31:36	01/14/2024 15:32:09	01/14/2024 15:37:50	01/14/2024 15:50:44	S49M	R27
36	FPK24012100000154	FIRE ALARM - MULTI-FAMILY	27A	01/21/2024 22:37:15	01/21/2024 22:37:24	01/21/2024 22:44:21	01/21/2024 22:59:14	S49MF	E27
37	FPK24010600000041	ACCIDENT ROLLOVER OR EXTRICATION	27Y2	01/06/2024 20:36:52	01/06/2024 20:37:35	01/06/2024 20:48:52	01/06/2024 21:02:54	S4E	R90
38	FPK24010200000015	ACCIDENT HIGHWAY	27Y1	01/02/2024 13:43:13	01/02/2024 13:44:34	01/02/2024 13:54:00	01/02/2024 14:54:14	S4H	R27
39	FPK24010200000017	ACCIDENT HIGHWAY	27Y1	01/02/2024 15:44:28	01/02/2024 15:44:53	01/02/2024 15:53:56	01/02/2024 16:25:18	S4H	R227
40	FPK24010300000023	ACCIDENT HIGHWAY	27Y1	01/03/2024 13:52:13	01/03/2024 13:52:24	01/03/2024 14:03:06	01/03/2024 14:43:34	S4H	R27
41	FPK24010400000028	ACCIDENT HIGHWAY	27Y2	01/04/2024 23:03:11	01/04/2024 23:03:34	01/04/2024 23:11:24	01/04/2024 23:14:31	S4H	R27
42	FPK24010500000035	ACCIDENT HIGHWAY	27Y1	01/05/2024 15:55:38	01/05/2024 15:56:17	01/05/2024 16:03:17	01/05/2024 16:15:40	S4H	R227
43	FPK24010600000039	ACCIDENT HIGHWAY	27Y2	01/06/2024 20:16:08	01/06/2024 20:16:27	01/06/2024 20:23:18	01/06/2024 20:34:00	S4H	R90
44	FPK24010600000042	ACCIDENT HIGHWAY	27Y2	01/06/2024 20:40:33	01/01/0001 00:00:00	01/01/0001 00:00:00	01/06/2024 20:42:29	S4H	
45	FPK24010100000003	ACCIDENT HIGHWAY	27Y2	01/01/2024 03:27:30	01/01/2024 03:27:48	01/01/0001 00:00:00	01/01/2024 03:37:55	S4H	R227
46	FPK24010700000045	ACCIDENT HIGHWAY	27Y2	01/07/2024 10:21:48	01/07/2024 10:21:58	01/07/2024 10:30:06	01/07/2024 11:18:29	S4H	R27
47	FPK24010700000047	ACCIDENT HIGHWAY	27Y1	01/07/2024 18:43:52	01/07/2024 18:44:34	01/07/2024 18:50:18	01/07/2024 18:59:26	S4H	R27

	A	B	C	D	E	F	G	H	I
48	FPK24010600000043	ACCIDENT HIGHWAY	27Y2	01/06/2024 21:04:09	01/06/2024 21:05:53	01/06/2024 21:13:13	01/06/2024 21:21:02	S4H	R7
49	FPK24011100000075	ACCIDENT HIGHWAY	27Y2	01/11/2024 11:11:24	01/11/2024 11:11:40	01/11/2024 11:19:18	01/11/2024 11:40:56	S4H	R27
50	FPK24011100000076	ACCIDENT HIGHWAY	27Y2	01/11/2024 17:15:16	01/11/2024 17:15:38	01/11/2024 17:27:25	01/11/2024 18:02:58	S4H	R27
51	FPK24011100000077	ACCIDENT HIGHWAY	27Y1	01/11/2024 18:00:34	01/11/2024 18:00:49	01/11/2024 18:06:15	01/11/2024 18:22:34	S4H	R227
52	FPK24010900000056	ACCIDENT HIGHWAY	27Y1	01/09/2024 03:40:42	01/09/2024 03:41:00	01/09/2024 03:46:56	01/09/2024 03:48:39	S4H	R27
53	FPK24011800000124	ACCIDENT HIGHWAY	27Y1	01/18/2024 07:33:06	01/18/2024 07:33:14	01/18/2024 07:41:53	01/18/2024 07:42:57	S4H	R27
54	FPK24011800000127	ACCIDENT HIGHWAY	27Y2	01/18/2024 12:23:44	01/18/2024 12:24:23	01/18/2024 12:37:46	01/18/2024 12:39:21	S4H	R27
55	FPK24012200000157	ACCIDENT HIGHWAY	27Y1	01/22/2024 16:18:51	01/22/2024 16:19:14	01/22/2024 16:26:07	01/22/2024 17:03:49	S4H	R27
56	FPK24012500000170	ACCIDENT HIGHWAY	27Y2	01/25/2024 00:36:09	01/25/2024 00:36:31	01/25/2024 00:46:01	01/25/2024 01:35:04	S4H	R27
57	FPK24011800000128	ACCIDENT HIGHWAY	27Y2	01/18/2024 13:23:53	01/18/2024 13:24:14	01/18/2024 13:32:36	01/18/2024 14:19:58	S4H	R27
58	FPK24013100000223	ACCIDENT HIGHWAY	27Y1	01/31/2024 06:50:46	01/31/2024 06:51:00	01/31/2024 06:59:14	01/31/2024 07:11:14	S4H	R27
59	FPK24012400000166	ACCIDENT HIGHWAY	27Y1	01/24/2024 07:06:19	01/24/2024 07:06:59	01/24/2024 07:14:09	01/24/2024 07:22:53	S4H	R227
60	FPK24010100000009	ACCIDENT WITH INJURIES	27B	01/01/2024 19:38:38	01/01/2024 19:39:02	01/01/2024 19:43:10	01/01/2024 21:23:59	S4I	R27
61	FPK24010100000010	ACCIDENT WITH INJURIES	27B	01/01/2024 19:39:51	01/01/0001 00:00:00	01/01/0001 00:00:00	01/01/2024 19:41:33	S4I	
62	FPK24010900000055	ACCIDENT WITH INJURIES	27B	01/09/2024 02:34:15	01/09/2024 02:34:30	01/01/0001 00:00:00	01/09/2024 02:35:55	S4I	R227
63	FPK24011000000061	ACCIDENT WITH INJURIES	27B	01/10/2024 06:05:19	01/10/2024 06:06:01	01/10/2024 06:12:16	01/10/2024 06:41:26	S4I	R27

	A	B	C	D	E	F	G	H	I
64	FPK24011000000065	ACCIDENT WITH INJURIES	27B	01/10/2024 10:54:55	01/10/2024 10:55:17	01/10/2024 10:59:28	01/10/2024 11:02:57	S4I	R27
65	FPK24011100000078	ACCIDENT WITH INJURIES	27B	01/11/2024 19:45:32	01/11/2024 19:45:57	01/11/2024 19:49:51	01/11/2024 19:55:03	S4I	R27
66	FPK24011000000066	ACCIDENT WITH INJURIES	27B	01/10/2024 11:12:31	01/10/2024 11:12:43	01/10/2024 11:17:30	01/10/2024 11:32:34	S4I	R27
67	FPK24011300000085	ACCIDENT WITH INJURIES	27B	01/13/2024 08:10:50	01/13/2024 08:10:59	01/13/2024 08:14:27	01/13/2024 09:13:11	S4I	R27
68	FPK24011700000109	ACCIDENT WITH INJURIES	27A	01/17/2024 03:51:27	01/17/2024 03:51:42	01/17/2024 03:58:10	01/17/2024 04:09:00	S4I	R27
69	FPK24011900000137	ACCIDENT WITH INJURIES	27B	01/19/2024 17:44:55	01/19/2024 17:45:06	01/19/2024 17:49:24	01/19/2024 17:59:26	S4I	R27
70	FPK24011300000087	ACCIDENT WITH INJURIES	27A	01/13/2024 10:08:45	01/13/2024 10:09:08	01/13/2024 10:11:54	01/13/2024 10:36:37	S4I	R27
71	FPK24011900000136	ACCIDENT WITH INJURIES	27Y2	01/19/2024 11:17:48	01/19/2024 11:17:48	01/19/2024 11:18:12	01/19/2024 11:31:04	S4I	E32
72	FPK24012100000152	ACCIDENT WITH INJURIES	27B	01/21/2024 14:32:52	01/21/2024 14:33:13	01/21/2024 14:38:11	01/21/2024 14:57:53	S4I	R27
73	FPK24012400000165	ACCIDENT WITH INJURIES	27B	01/24/2024 07:05:47	01/24/2024 07:06:22	01/24/2024 07:11:21	01/24/2024 07:44:33	S4I	R27
74	FPK24012500000173	ACCIDENT WITH INJURIES	27A	01/25/2024 15:58:08	01/25/2024 15:58:27	01/25/2024 16:04:07	01/25/2024 16:07:12	S4I	R27
75	FPK24012800000205	ACCIDENT WITH INJURIES	27B	01/28/2024 18:43:14	01/28/2024 18:43:28	01/28/2024 18:47:10	01/28/2024 19:28:26	S4I	R27
76	FPK24010400000027	ABDOMINAL PAIN	27A	01/04/2024 15:15:42	01/04/2024 15:15:57	01/04/2024 15:21:54	01/04/2024 16:12:52	S67AP	R27
77	FPK24011600000104	ABDOMINAL PAIN	27A	01/16/2024 11:39:26	01/16/2024 11:39:58	01/16/2024 11:59:18	01/16/2024 12:59:31	S67AP	R90
78	FPK24011000000067	ABDOMINAL PAIN	27A	01/10/2024 13:40:40	01/10/2024 13:42:15	01/01/0001 00:00:00	01/10/2024 14:18:19	S67AP	R27
79	FPK24011800000130	ABDOMINAL PAIN	27A	01/18/2024 18:39:05	01/18/2024 18:39:26	01/18/2024 18:47:35	01/18/2024 19:49:04	S67AP	R27

	A	B	C	D	E	F	G	H	I
80	FPK24012000000145	ABDOMINAL PAIN	27A	01/20/2024 17:15:39	01/20/2024 17:16:01	01/20/2024 17:21:13	01/20/2024 17:47:14	S67AP	R27
81	FPK24012800000198	BACK PAIN	27A	01/28/2024 06:41:40	01/28/2024 06:41:58	01/28/2024 06:50:10	01/28/2024 07:44:38	S67BP	R27
82	FPK24013000000219	BACK PAIN	27A	01/30/2024 18:32:44	01/30/2024 18:33:15	01/30/2024 18:42:04	01/30/2024 19:24:46	S67BP	R27
83	FPK24010100000002	CHEST PAINS NON-TRAUMATIC	27A	01/01/2024 03:07:10	01/01/2024 03:07:22	01/01/2024 03:16:32	01/01/2024 03:35:38	S67CP	R227
84	FPK24010500000032	CHEST PAINS NON-TRAUMATIC	27A	01/05/2024 06:37:46	01/05/2024 06:38:09	01/05/2024 06:47:44	01/05/2024 07:22:28	S67CP	R227
85	FPK24011000000062	CHEST PAINS NON-TRAUMATIC	27A	01/10/2024 06:32:42	01/10/2024 06:33:04	01/10/2024 06:40:12	01/10/2024 08:19:29	S67CP	R227
86	FPK24011600000099	CHEST PAINS NON-TRAUMATIC	27A	01/16/2024 03:51:59	01/16/2024 03:52:09	01/16/2024 04:01:08	01/16/2024 04:45:46	S67CP	R227
87	FPK24011900000135	CHEST PAINS NON-TRAUMATIC	27Y1	01/19/2024 09:52:31	01/19/2024 09:52:48	01/19/2024 09:59:21	01/19/2024 10:49:09	S67CP	R27
88	FPK24011900000139	CHEST PAINS NON-TRAUMATIC	27A	01/19/2024 21:30:18	01/19/2024 21:30:37	01/19/2024 21:37:33	01/19/2024 22:49:55	S67CP	R227
89	FPK24012100000155	CHEST PAINS NON-TRAUMATIC	27B	01/21/2024 23:01:08	01/21/2024 23:01:20	01/21/2024 23:08:08	01/21/2024 23:32:56	S67CP	R27
90	FPK24012500000171	CHEST PAINS NON-TRAUMATIC	27A	01/25/2024 10:41:33	01/25/2024 10:41:49	01/25/2024 10:51:16	01/25/2024 11:32:19	S67CP	R7
91	FPK24012600000177	CHEST PAINS NON-TRAUMATIC	27B	01/26/2024 00:20:09	01/26/2024 00:20:20	01/01/0001 00:00:00	01/26/2024 01:11:29	S67CP	R27
92	FPK24012700000193	CHEST PAINS NON-TRAUMATIC	27A	01/27/2024 16:23:26	01/27/2024 16:23:36	01/27/2024 16:30:10	01/27/2024 17:21:44	S67CP	R227
93	FPK24012800000207	CHEST PAINS NON-TRAUMATIC	27A	01/28/2024 21:57:00	01/28/2024 21:57:10	01/28/2024 22:08:19	01/28/2024 22:38:58	S67CP	R227
94	FPK24012900000209	CHEST PAINS NON-TRAUMATIC	27B	01/29/2024 03:15:19	01/29/2024 03:15:32	01/29/2024 03:22:45	01/29/2024 04:00:18	S67CP	R27
95	FPK24010100000004	CARDIAC/RESPIRATORY ARREST	27A	01/01/2024 04:01:02	01/01/2024 04:01:16	01/01/2024 04:08:19	01/01/2024 04:18:32	S67CR	R227

	A	B	C	D	E	F	G	H	I
96	FPK24010900000060	DIABETIC	27B	01/09/2024 21:04:08	01/09/2024 21:04:32	01/09/2024 21:13:15	01/09/2024 21:52:05	S67DB	R27
97	FPK24011100000072	DIABETIC	27A	01/11/2024 00:52:04	01/11/2024 00:52:13	01/11/2024 01:00:43	01/11/2024 01:28:05	S67DB	R27
98	FPK24011000000071	FALL NO INJURY	27A	01/10/2024 21:29:57	01/10/2024 21:30:19	01/10/2024 21:37:01	01/10/2024 22:25:15	S67F	R27
99	FPK24011200000082	FALL NO INJURY	27A	01/12/2024 05:48:37	01/12/2024 05:49:00	01/12/2024 06:03:36	01/12/2024 06:04:25	S67F	E27
100	FPK24012300000162	FALL NO INJURY	27A	01/23/2024 18:00:49	01/23/2024 18:01:14	01/23/2024 18:08:56	01/23/2024 18:21:55	S67F	R27
101	FPK24010200000019	FALL INJURY	27B	01/02/2024 17:04:43	01/02/2024 17:04:58	01/02/2024 17:12:22	01/02/2024 18:06:05	S67FI	R27
102	FPK24010300000020	FALL INJURY	27A	01/03/2024 04:34:08	01/03/2024 04:34:24	01/03/2024 04:42:46	01/03/2024 05:23:16	S67FI	R27
103	FPK24010300000021	FALL INJURY	27A	01/03/2024 08:49:23	01/03/2024 08:49:33	01/03/2024 08:56:43	01/03/2024 10:02:12	S67FI	R27
104	FPK24010300000025	FALL INJURY	27A	01/03/2024 21:19:03	01/03/2024 21:19:23	01/03/2024 21:25:12	01/03/2024 22:25:28	S67FI	R27
105	FPK24010500000034	FALL INJURY	27A	01/05/2024 15:33:37	01/05/2024 15:34:05	01/05/2024 15:38:57	01/05/2024 16:32:19	S67FI	R7
106	FPK24010900000053	FALL INJURY	27A	01/09/2024 02:15:32	01/09/2024 02:15:49	01/09/2024 02:22:37	01/09/2024 02:53:58	S67FI	R27
107	FPK24011000000069	FALL INJURY	27A	01/10/2024 18:20:40	01/10/2024 18:20:49	01/10/2024 18:33:33	01/10/2024 19:16:26	S67FI	R27
108	FPK24010800000051	FALL INJURY	27A	01/08/2024 20:07:08	01/08/2024 20:07:18	01/08/2024 20:12:48	01/08/2024 20:49:35	S67FI	R27
109	FPK24011300000084	FALL INJURY	27B	01/13/2024 05:13:40	01/13/2024 05:13:52	01/13/2024 05:21:31	01/13/2024 06:05:20	S67FI	R27
110	FPK24011500000097	FALL INJURY	27A	01/15/2024 19:55:36	01/15/2024 19:56:38	01/15/2024 20:02:47	01/15/2024 20:25:05	S67FI	R27
111	FPK24011600000101	FALL INJURY	27A	01/16/2024 07:57:33	01/16/2024 07:57:52	01/16/2024 08:04:30	01/16/2024 09:07:12	S67FI	R27

	A	B	C	D	E	F	G	H	I
112	FPK24011700000111	FALL INJURY	27B	01/17/2024 07:38:42	01/17/2024 07:39:04	01/17/2024 07:52:04	01/17/2024 08:39:47	S67FI	R227
113	FPK24011600000100	FALL INJURY	27A	01/16/2024 05:43:18	01/16/2024 05:43:30	01/16/2024 05:50:08	01/16/2024 06:35:31	S67FI	R27
114	FPK24011700000110	FALL INJURY	27A	01/17/2024 06:54:02	01/17/2024 06:54:16	01/17/2024 07:01:38	01/17/2024 08:02:15	S67FI	R27
115	FPK24011900000140	FALL INJURY	27B	01/19/2024 22:08:56	01/19/2024 22:09:33	01/19/2024 22:18:29	01/19/2024 23:33:10	S67FI	R90
116	FPK24011900000141	FALL INJURY	27B	01/19/2024 22:09:06	01/01/0001 00:00:00	01/01/0001 00:00:00	01/19/2024 22:09:18	S67FI	
117	FPK24012000000143	FALL INJURY	27A	01/20/2024 09:00:25	01/20/2024 09:00:38	01/20/2024 09:05:23	01/20/2024 10:01:42	S67FI	R27
118	FPK24012200000159	FALL INJURY	27A	01/22/2024 22:21:30	01/22/2024 22:21:40	01/22/2024 22:31:08	01/22/2024 23:42:36	S67FI	R27
119	FPK24012300000163	FALL INJURY	27A	01/23/2024 23:52:27	01/23/2024 23:52:38	01/23/2024 23:59:34	01/24/2024 00:15:44	S67FI	R27
120	FPK24011700000116	FALL INJURY	27A	01/17/2024 18:50:33	01/17/2024 18:50:54	01/17/2024 19:06:42	01/17/2024 19:56:39	S67FI	E27
121	FPK24010200000016	FALL INJURY	27A	01/02/2024 15:23:03	01/02/2024 15:23:15	01/02/2024 15:27:38	01/02/2024 16:46:02	S67FI	R27
122	FPK24012500000175	FALL INJURY	27A	01/25/2024 17:06:58	01/25/2024 17:07:13	01/25/2024 17:13:55	01/25/2024 18:02:03	S67FI	R27
123	FPK24012600000182	FALL INJURY	27B	01/26/2024 22:53:43	01/26/2024 22:53:54	01/26/2024 22:59:24	01/26/2024 23:04:45	S67FI	R27
124	FPK24012600000183	FALL INJURY	27B	01/26/2024 23:14:25	01/26/2024 23:14:45	01/26/2024 23:22:14	01/27/2024 00:09:59	S67FI	R27
125	FPK24012700000186	FALL INJURY	27A	01/27/2024 09:45:41	01/27/2024 09:45:50	01/27/2024 09:50:55	01/27/2024 10:13:25	S67FI	E27
126	FPK24012500000174	FALL INJURY	27A	01/25/2024 16:13:31	01/25/2024 16:13:53	01/25/2024 16:19:55	01/25/2024 16:32:58	S67FI	R27
127	FPK24012700000189	FALL INJURY	27A	01/27/2024 10:32:01	01/27/2024 10:32:14	01/27/2024 10:36:23	01/27/2024 11:06:46	S67FI	R27

	A	B	C	D	E	F	G	H	I
128	FPK24012600000184	FALL INJURY	27A	01/26/2024 23:49:26	01/26/2024 23:50:03	01/26/2024 23:58:01	01/27/2024 00:57:15	S67FI	R227
129	FPK24012800000202	FALL INJURY	27A	01/28/2024 11:24:02	01/01/0001 00:00:00	01/01/0001 00:00:00	01/28/2024 11:24:42	S67FI	
130	FPK24012800000203	FALL INJURY	27A	01/28/2024 12:45:34	01/28/2024 12:45:51	01/28/2024 12:53:44	01/28/2024 13:22:06	S67FI	R27
131	FPK24013000000215	FALL INJURY	27B	01/30/2024 06:55:37	01/30/2024 06:56:27	01/30/2024 07:03:47	01/30/2024 07:50:27	S67FI	R27
132	FPK24013100000221	FALL INJURY	27B	01/31/2024 03:31:01	01/31/2024 03:31:19	01/31/2024 03:38:42	01/31/2024 03:49:43	S67FI	R27
133	FPK24012800000200	FALL INJURY	27A	01/28/2024 11:05:06	01/28/2024 11:05:21	01/28/2024 11:10:44	01/28/2024 11:17:01	S67FI	R27
134	FPK24013000000218	FALL INJURY	27A	01/30/2024 16:58:51	01/30/2024 16:59:20	01/30/2024 17:06:01	01/30/2024 17:51:07	S67FI	R27
135	FPK24010200000012	HEMORRHAGE OR LACERATION	27A	01/02/2024 06:03:00	01/02/2024 06:03:14	01/02/2024 06:11:57	01/02/2024 07:21:54	S67HM	R27
136	FPK24010100000007	HEMORRHAGE OR LACERATION	27A	01/01/2024 14:53:01	01/01/2024 14:53:17	01/01/2024 15:00:08	01/01/2024 16:12:49	S67HM	R227
137	FPK24011100000073	HEMORRHAGE OR LACERATION	27B	01/11/2024 09:09:15	01/11/2024 09:09:34	01/11/2024 09:16:08	01/11/2024 09:59:16	S67HM	R27
138	FPK24011500000098	HEMORRHAGE OR LACERATION	27A	01/15/2024 20:10:12	01/15/2024 20:10:27	01/15/2024 20:15:34	01/15/2024 20:46:00	S67HM	R227
139	FPK24012700000191	HEMORRHAGE OR LACERATION	27A	01/27/2024 13:26:07	01/27/2024 13:26:18	01/27/2024 13:32:38	01/27/2024 14:36:10	S67HM	R27
140	FPK24012000000144	HEMORRHAGE OR LACERATION	27A	01/20/2024 14:38:18	01/20/2024 14:38:35	01/20/2024 14:46:19	01/20/2024 16:02:36	S67HM	R27
141	FPK24011300000086	HEART PROBLEMS	27A	01/13/2024 08:38:21	01/13/2024 08:38:34	01/13/2024 08:57:20	01/13/2024 09:29:59	S67HP	R227
142	FPK24011800000131	INJURY	27A	01/18/2024 20:18:03	01/18/2024 20:18:19	01/18/2024 20:23:45	01/18/2024 20:24:20	S67IJ	R27
143	FPK24012900000212	INJURY	27A	01/29/2024 16:20:59	01/29/2024 16:21:25	01/29/2024 16:27:09	01/29/2024 17:26:58	S67IJ	R90

	A	B	C	D	E	F	G	H	I
144	FPK24012900000214	INJURY	27B	01/29/2024 20:18:11	01/29/2024 20:18:11	01/29/2024 20:18:19	01/29/2024 20:43:10	S67IJ	R27
145	FPK24010900000057	OVERDOSE OR POISONING	27B	01/09/2024 12:43:43	01/09/2024 12:44:02	01/09/2024 12:49:49	01/09/2024 13:14:59	S67OD	R27
146	FPK24011800000119	OVERDOSE OR POISONING	27B	01/18/2024 02:39:12	01/18/2024 02:39:33	01/18/2024 02:44:32	01/18/2024 03:36:01	S67OD	R27
147	FPK24012700000196	OVERDOSE OR POISONING	27A	01/27/2024 18:17:20	01/27/2024 18:17:37	01/27/2024 18:23:04	01/27/2024 19:02:53	S67OD	R27
148	FPK24010100000008	UNCONSCIOUS OR FAINTING	27A	01/01/2024 17:56:00	01/01/2024 17:56:10	01/01/2024 18:03:13	01/01/2024 19:00:07	S67PO	R227
149	FPK24010600000040	UNCONSCIOUS OR FAINTING	27A	01/06/2024 20:34:57	01/06/2024 20:35:11	01/06/2024 20:40:28	01/06/2024 21:42:25	S67PO	R27
150	FPK24011000000064	UNCONSCIOUS OR FAINTING	27A	01/10/2024 08:29:04	01/10/2024 08:29:19	01/10/2024 08:36:37	01/10/2024 09:02:03	S67PO	R227
151	FPK24011300000089	UNCONSCIOUS OR FAINTING	27A	01/13/2024 12:11:23	01/13/2024 12:11:49	01/13/2024 12:17:23	01/13/2024 12:28:48	S67PO	R27
152	FPK24011600000102	UNCONSCIOUS OR FAINTING	27A	01/16/2024 07:58:19	01/16/2024 07:59:18	01/16/2024 08:04:26	01/16/2024 09:11:25	S67PO	R227
153	FPK24012500000176	UNCONSCIOUS OR FAINTING	27A	01/25/2024 23:37:40	01/25/2024 23:37:52	01/25/2024 23:45:35	01/26/2024 00:00:10	S67PO	R27
154	FPK24012700000194	UNCONSCIOUS OR FAINTING	27A	01/27/2024 16:43:47	01/27/2024 16:44:16	01/27/2024 16:50:27	01/27/2024 16:54:53	S67PO	R227
155	FPK24012800000201	UNCONSCIOUS OR FAINTING	27A	01/28/2024 11:20:18	01/28/2024 11:20:29	01/28/2024 11:21:28	01/28/2024 11:56:54	S67PO	R27
156	FPK24012800000208	UNCONSCIOUS OR FAINTING	27A	01/28/2024 23:32:43	01/28/2024 23:32:57	01/28/2024 23:41:02	01/29/2024 00:38:41	S67PO	R27
157	FPK24013000000216	UNCONSCIOUS OR FAINTING	27A	01/30/2024 08:28:40	01/30/2024 08:29:11	01/30/2024 08:35:29	01/30/2024 09:18:20	S67PO	R227
158	FPK24013100000227	UNCONSCIOUS OR FAINTING	27B	01/31/2024 22:06:39	01/31/2024 22:06:55	01/01/0001 00:00:00	01/31/2024 22:15:22	S67PO	R27
159	FPK24010200000018	SICK PERSON	27Y2	01/02/2024 15:55:04	01/02/2024 15:55:46	01/02/2024 16:01:33	01/02/2024 16:14:30	S67SP	R7

	A	B	C	D	E	F	G	H	I
160	FPK24010400000029	SICK PERSON	27A	01/04/2024 23:16:26	01/04/2024 23:16:44	01/04/2024 23:22:10	01/05/2024 00:05:30	S67SP	R27
161	FPK24010700000048	SICK PERSON	27A	01/07/2024 23:26:09	01/07/2024 23:26:24	01/07/2024 23:33:56	01/08/2024 00:08:41	S67SP	R27
162	FPK24010800000052	SICK PERSON	27A	01/08/2024 22:38:39	01/08/2024 22:39:10	01/08/2024 22:45:48	01/09/2024 00:04:10	S67SP	R27
163	FPK24010900000059	SICK PERSON	27A	01/09/2024 14:46:38	01/09/2024 14:46:53	01/09/2024 14:53:12	01/09/2024 15:05:12	S67SP	R27
164	FPK24011500000096	SICK PERSON	27A	01/15/2024 01:46:24	01/15/2024 01:46:37	01/01/0001 00:00:00	01/15/2024 02:32:54	S67SP	R27
165	FPK24011600000106	SICK PERSON	27A	01/16/2024 15:46:38	01/16/2024 15:47:19	01/16/2024 15:53:33	01/16/2024 17:29:47	S67SP	R27
166	FPK24011600000108	SICK PERSON	27A	01/16/2024 23:23:55	01/16/2024 23:24:13	01/16/2024 23:30:50	01/16/2024 23:51:05	S67SP	R27
167	FPK24011600000103	SICK PERSON	27A	01/16/2024 10:57:46	01/16/2024 10:58:16	01/16/2024 11:04:33	01/16/2024 12:09:26	S67SP	R27
168	FPK24011900000132	SICK PERSON	27B	01/19/2024 03:44:38	01/19/2024 03:44:53	01/19/2024 03:54:18	01/19/2024 04:09:23	S67SP	R27
169	FPK24011800000129	SICK PERSON	27A	01/18/2024 17:39:01	01/18/2024 17:39:55	01/18/2024 17:45:03	01/18/2024 18:35:53	S67SP	R27
170	FPK24011900000138	SICK PERSON	27A	01/19/2024 21:27:37	01/19/2024 21:27:46	01/19/2024 21:34:12	01/19/2024 21:48:41	S67SP	R27
171	FPK24012400000167	SICK PERSON	27A	01/24/2024 10:31:18	01/24/2024 10:32:09	01/24/2024 10:41:41	01/24/2024 11:30:05	S67SP	R27
172	FPK24012400000169	SICK PERSON	27A	01/24/2024 18:02:46	01/24/2024 18:03:49	01/24/2024 18:09:31	01/24/2024 18:44:21	S67SP	R27
173	FPK24012500000172	SICK PERSON	27B	01/25/2024 11:10:48	01/25/2024 11:11:02	01/25/2024 11:17:56	01/25/2024 11:21:27	S67SP	R60
174	FPK24012000000148	SICK PERSON	27A	01/20/2024 18:08:12	01/20/2024 18:08:27	01/20/2024 18:12:39	01/20/2024 18:54:06	S67SP	R27
175	FPK24012200000156	SICK PERSON	27A	01/22/2024 15:06:31	01/22/2024 15:06:38	01/22/2024 15:11:29	01/22/2024 16:11:09	S67SP	R27

	A	B	C	D	E	F	G	H	I
176	FPK24012600000180	SICK PERSON	27B	01/26/2024 14:31:59	01/26/2024 14:32:25	01/26/2024 14:40:43	01/26/2024 15:34:54	S67SP	R27
177	FPK24012600000181	SICK PERSON	27A	01/26/2024 17:52:39	01/26/2024 17:52:51	01/26/2024 17:57:21	01/26/2024 18:29:22	S67SP	R27
178	FPK24012700000185	SICK PERSON	27A	01/27/2024 00:44:36	01/27/2024 00:45:17	01/27/2024 00:51:48	01/27/2024 01:42:34	S67SP	R27
179	FPK24011900000134	SICK PERSON	27B	01/19/2024 08:37:23	01/19/2024 08:37:38	01/01/0001 00:00:00	01/19/2024 09:05:32	S67SP	R27
180	FPK24012600000179	SICK PERSON	27A	01/26/2024 10:57:35	01/26/2024 10:57:51	01/26/2024 11:12:06	01/26/2024 11:56:06	S67SP	R227
181	FPK24012300000161	SICK PERSON	27A	01/23/2024 12:02:28	01/23/2024 12:02:59	01/23/2024 12:07:21	01/23/2024 12:58:48	S67SP	R27
182	FPK24012700000195	SICK PERSON	27A	01/27/2024 17:02:46	01/27/2024 17:03:10	01/27/2024 17:09:03	01/27/2024 18:00:31	S67SP	R227
183	FPK24012900000211	SICK PERSON	27A	01/29/2024 15:38:47	01/29/2024 15:39:05	01/29/2024 15:44:35	01/29/2024 16:49:01	S67SP	R27
184	FPK24012900000213	SICK PERSON	27A	01/29/2024 17:26:22	01/29/2024 17:26:40	01/29/2024 17:31:13	01/29/2024 18:34:37	S67SP	R27
185	FPK24013100000220	SICK PERSON	27A	01/31/2024 01:17:22	01/31/2024 01:17:40	01/31/2024 01:26:46	01/31/2024 02:03:41	S67SP	R27
186	FPK24013100000226	SICK PERSON	27A	01/31/2024 18:43:41	01/31/2024 18:43:59	01/31/2024 18:50:45	01/31/2024 19:02:27	S67SP	R27
187	FPK24012800000206	SICK PERSON	27A	01/28/2024 19:50:11	01/28/2024 19:50:20	01/28/2024 19:57:57	01/28/2024 20:38:07	S67SP	R27
188	FPK24013000000217	SICK PERSON	27A	01/30/2024 15:39:01	01/30/2024 15:39:13	01/30/2024 15:45:47	01/30/2024 16:23:01	S67SP	R27
189	FPK24012600000178	STROKE	27A	01/26/2024 10:32:22	01/26/2024 10:32:36	01/26/2024 10:37:23	01/26/2024 11:12:07	S67ST	R227
190	FPK24011100000079	SEIZURE	27A	01/11/2024 20:10:58	01/11/2024 20:11:14	01/11/2024 20:17:33	01/11/2024 21:22:02	S67SZ	R27
191	FPK24011800000121	SEIZURE	27B	01/18/2024 05:28:58	01/18/2024 05:29:16	01/18/2024 05:33:33	01/18/2024 06:00:16	S67SZ	R27

	A	B	C	D	E	F	G	H	I
192	FPK24012700000192	SEIZURE	27A	01/27/2024 13:55:34	01/27/2024 13:55:47	01/27/2024 14:02:06	01/27/2024 14:54:25	S67SZ	R1
193	FPK24010100000006	TROUBLE BREATHING	27A	01/01/2024 14:20:29	01/01/2024 14:20:40	01/01/2024 14:28:10	01/01/2024 15:33:52	S67TB	R27
194	FPK24010200000014	TROUBLE BREATHING	27B	01/02/2024 12:59:20	01/02/2024 12:59:37	01/01/0001 00:00:00	01/02/2024 13:02:06	S67TB	R27
195	FPK24010600000038	TROUBLE BREATHING	27B	01/06/2024 19:37:43	01/06/2024 19:38:00	01/06/2024 19:45:33	01/06/2024 20:17:52	S67TB	R27
196	FPK24010800000049	TROUBLE BREATHING	27A	01/08/2024 12:49:59	01/08/2024 12:50:17	01/08/2024 12:52:46	01/08/2024 13:35:36	S67TB	R60
197	FPK24010500000031	TROUBLE BREATHING	27A	01/05/2024 01:21:46	01/05/2024 01:22:05	01/05/2024 01:28:18	01/05/2024 02:08:43	S67TB	R227
198	FPK24010700000046	TROUBLE BREATHING	27A	01/07/2024 14:03:32	01/07/2024 14:03:56	01/07/2024 14:10:49	01/07/2024 14:27:46	S67TB	R27
199	FPK24010600000037	TROUBLE BREATHING	27A	01/06/2024 18:09:05	01/06/2024 18:09:15	01/06/2024 18:15:36	01/06/2024 18:53:00	S67TB	R227
200	FPK24011100000080	TROUBLE BREATHING	27A	01/11/2024 22:31:15	01/11/2024 22:31:34	01/11/2024 22:38:30	01/11/2024 23:23:02	S67TB	R227
201	FPK24011300000090	TROUBLE BREATHING	27B	01/13/2024 14:21:01	01/13/2024 14:21:12	01/13/2024 14:25:52	01/13/2024 14:59:59	S67TB	R27
202	FPK24011600000105	TROUBLE BREATHING	27B	01/16/2024 11:44:28	01/16/2024 11:45:27	01/16/2024 11:53:35	01/16/2024 12:42:27	S67TB	R60
203	FPK24011600000107	TROUBLE BREATHING	27A	01/16/2024 17:53:07	01/16/2024 17:53:28	01/16/2024 18:00:04	01/16/2024 18:45:01	S67TB	R227
204	FPK24011200000083	TROUBLE BREATHING	27B	01/12/2024 15:22:56	01/12/2024 15:23:15	01/12/2024 15:29:50	01/12/2024 16:30:35	S67TB	R31
205	FPK24011800000122	TROUBLE BREATHING	27A	01/18/2024 06:00:46	01/18/2024 06:01:03	01/01/0001 00:00:00	01/18/2024 06:03:42	S67TB	R227
206	FPK24011800000125	TROUBLE BREATHING	27A	01/18/2024 10:22:50	01/18/2024 10:23:06	01/18/2024 10:27:17	01/18/2024 10:35:26	S67TB	R227
207	FPK24011800000126	TROUBLE BREATHING	27A	01/18/2024 11:00:43	01/18/2024 11:00:50	01/18/2024 11:05:13	01/18/2024 11:58:42	S67TB	R227

	A	B	C	D	E	F	G	H	I
208	FPK24011900000133	TROUBLE BREATHING	27B	01/19/2024 07:45:56	01/19/2024 07:46:08	01/19/2024 07:56:48	01/19/2024 08:57:40	S67TB	R27
209	FPK24011400000093	TROUBLE BREATHING	27A	01/14/2024 12:47:04	01/14/2024 12:47:12	01/14/2024 12:52:17	01/14/2024 13:49:52	S67TB	R27
210	FPK24012100000149	TROUBLE BREATHING	27A	01/21/2024 06:24:35	01/21/2024 06:24:50	01/21/2024 06:34:12	01/21/2024 07:19:04	S67TB	R227
211	FPK24012100000150	TROUBLE BREATHING	27A	01/21/2024 09:01:19	01/21/2024 09:01:43	01/21/2024 09:08:47	01/21/2024 10:09:38	S67TB	R27
212	FPK24012100000151	TROUBLE BREATHING	27B	01/21/2024 09:52:10	01/21/2024 09:52:26	01/21/2024 09:59:35	01/21/2024 11:06:16	S67TB	R227
213	FPK24012800000199	TROUBLE BREATHING	27A	01/28/2024 09:45:42	01/28/2024 09:45:59	01/28/2024 09:51:47	01/28/2024 10:58:31	S67TB	R227
214	FPK24012200000158	TROUBLE BREATHING	27B	01/22/2024 16:50:30	01/22/2024 16:51:09	01/22/2024 16:56:34	01/22/2024 17:43:17	S67TB	R227
215	FPK24011800000123	TROUBLE BREATHING	27A	01/18/2024 06:11:11	01/18/2024 06:11:37	01/18/2024 06:16:14	01/18/2024 06:54:45	S67TB	R227
216	FPK24010300000024	UNKNOWN MEDICAL	27B	01/03/2024 14:47:56	01/03/2024 14:48:15	01/03/2024 14:54:08	01/03/2024 14:57:14	S67UM	R27
217	FPK24011000000068	UNKNOWN MEDICAL	27B	01/10/2024 17:12:45	01/10/2024 17:12:56	01/10/2024 17:20:25	01/10/2024 18:12:40	S67UM	R27
218	FPK24012400000164	UNKNOWN MEDICAL	27B	01/24/2024 00:11:08	01/24/2024 00:11:20	01/24/2024 00:15:42	01/24/2024 00:17:40	S67UM	R227
219	FPK24013100000224	UNKNOWN MEDICAL	27B	01/31/2024 15:52:39	01/31/2024 15:52:57	01/01/0001 00:00:00	01/31/2024 15:56:57	S67UM	R90
220	FPK24010200000013	FIRE OR MEDICAL SERVICE CALL	27A	01/02/2024 12:03:28	01/02/2024 12:03:50	01/02/2024 12:07:42	01/02/2024 12:11:17	S68	E27
221	FPK24010700000044	FIRE OR MEDICAL SERVICE CALL	27A	01/07/2024 10:09:08	01/07/2024 10:09:36	01/01/0001 00:00:00	01/07/2024 10:11:03	S68	E27
222	FPK24011000000063	FIRE OR MEDICAL SERVICE CALL	27B	01/10/2024 08:07:41	01/10/2024 08:08:32	01/10/2024 08:13:47	01/10/2024 08:14:09	S68	E27
223	FPK24011300000091	FIRE OR MEDICAL SERVICE CALL	27B	01/13/2024 17:42:10	01/13/2024 17:42:19	01/13/2024 17:48:21	01/13/2024 17:51:29	S68	E27

	A	B	C	D	E	F	G	H	I
224	FPK24011000000070	FIRE OR MEDICAL SERVICE CALL	27A	01/10/2024 20:15:32	01/10/2024 20:15:58	01/10/2024 20:20:48	01/10/2024 20:22:54	S68	E27
225	FPK24011700000118	FIRE OR MEDICAL SERVICE CALL	27A	01/17/2024 22:42:54	01/17/2024 22:43:05	01/17/2024 22:50:02	01/17/2024 22:57:07	S68	E27
226	FPK24012000000146	FIRE OR MEDICAL SERVICE CALL	27A	01/20/2024 18:04:10	01/20/2024 18:04:22	01/20/2024 18:10:49	01/20/2024 18:17:09	S68	E27
227	FPK24012100000153	FIRE OR MEDICAL SERVICE CALL	27A	01/21/2024 14:54:49	01/21/2024 14:55:54	01/21/2024 15:03:02	01/21/2024 15:17:20	S68	E7
228	FPK24011300000088	FIRE OR MEDICAL SERVICE CALL	27A	01/13/2024 11:22:22	01/13/2024 11:22:41	01/01/0001 00:00:00	01/13/2024 11:39:01	S68	E27
229									
230	S4 ACCIDENT	19							
231	S4 HIGHWAY	22							
232	S25 FIRE	12							
233	S49 ALARM	14							
234	S67 MEDICAL	151							
235	S68 SERVICE CALL	9							
236									
237	TOTAL	227							

TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023

Monthly Status Report
January 2024

Summary:

The Department is currently working on large quantity of new applications as evident by the increase of plan reviews for the month of January. As permits are issued inspections will increase.

Comparison

	Permits Issued	Commercial	Residential	Permits Closed	Inspections	Reviews Completed	Total Fees
October	55	103	33	43	628	227	$127,041.00
November	58	92	41	36	559	200	$78,298.00
December	44	78	33	33	462	281	$93,377.00
January	65	114	48	42	335	547	$41,046.00
Total	222	387	155	154	1984	1255	$339,762.00
Monthly Average This Fiscal Year	55.5	96.75	38.75	38.5	496	313.75	$84,940.50
Previous Year Totals	1475	1212	1209	1069	6049	3952	$2,018,716.00
Monthly Average Previous Year	122	101	100	89	504	329	$168,226.00

The key number in the monthly chart is reviews completed which was double the previous months. Residential will start to pick up now that residents are returning for the season.

By the Numbers

During the reporting period the total fees collected $41,046.00, the number is smaller than the monthly average for last year due to the small number of residential permits applied for.

Large Construction Projects

District+A1:D23	Project	Description	Notes
Seneca Town Center			
1	Building 2	Interior Build Outs	In Progress
1	Building 2	Interior Build Outs	In Progress

Other Projects			
1	Coca Cola	Various Improvements	At different stages
1	Seneca Town Center	Wawa	Open
		Storage Building	Topped off
		Hospital Building	Ready to Issue
4	Magnolia Townhomes	47 Townhomes	Plan Review 1st Round
5	Pembroke Villas	28 Townhomes	In approval stage
4	O'Reilly's	Free standing building	Significant Completion
4	Car Wash	Free standing building	Remodeling

AGENDA ITEM REPORT

To:

Subject: Code Compliance Report for the month of January 2024

Meeting: AGENDA WORKSHOP COMMISSION MEETING - Feb 28 2024

Department: Code

Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

ATTACHMENTS:

Code Compliance Department Detail Report - Jan 2024
CODE COMPLIANCE SPECIAL MAGISTRATE HEARING - Jan 17 2024 - Minutes

	Status:
Aleem Ghany, Public Services Director	Approved - Feb 22 2024
Marlen Martell, Town Clerk	Approved - Feb 22 2024

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8713	1/2/2024	2701 S PARK RD, PEMBROKE PARK, FL 33009 #121 David Drive	Sec. 5-17. - Permit application. Sec 5-103(c). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Gustin	Regular Mail
9188	1/5/2024	2521 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 27-33. - Maintenance	Notice of Violation	J. Gustin	Regular Mail
9189	1/5/2024	SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 27-33. - Maintenance	Notice of Violation	J. Gustin	Regular Mail
9190	1/5/2024	SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 27-33. - Maintenance	Notice of Violation	J. Gustin	Regular Mail
9191	1/9/2024	2211 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 5-104. - Determination of need for correction Sec. 5-202. - Prohibited.	Notice of Violation	J. Gustin	Regular Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9192	1/9/2024	2201 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec. 5-104. - Determination of need for correction Sec. 5-202. - Prohibited.	Notice of Violation	J. Gustin	Regular Mail
9193	1/9/2024	2085 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec. 5-104. - Determination of need for correction Sec. 5-202. - Prohibited. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent.	Notice of Violation	J. Gustin	Regular Mail
9194	1/9/2024	2150 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 22-29. - Responsibility for maintenance. Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103 (a). - Exterior maintenance of structures and premises Sec. 5-104. - Determination of need for correction Sec. 5-202. - Prohibited.	Notice of Violation	J. Gustin	Regular Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9196	1/12/2024	3194 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #L	Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements.	Notice of Violation	J. Ramirez	Regular Mail
4962	1/12/2024	5100 SW 41 ST, PEMBROKE PARK, FL 33023 109	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 9-42. - When required. Sec. 9-43 (a)(1). - Installation. Sec. 9-43 (b)(2). - Installation.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6622	1/12/2024	2701 S PARK RD, PEMBROKE PARK, FL 33009 #131 Janis Blvd	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6622	1/12/2024	2701 S PARK RD, PEMBROKE PARK, FL 33009 #131 Janis Blvd	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
6655	1/12/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #909	Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 27-33. - Maintenance	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6669	1/12/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #232	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7005	1/12/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #802	Sec. 12-48. - Outdoor storage prohibited Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7587	1/12/2024	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2307 SW 31 COURT	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7587	1/12/2024	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2307 SW 31 COURT	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7745	1/12/2024	5405 SW 34 ST, PEMBROKE PARK, FL 33023 #3302 SW 54th Ave, Pembroke Park, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(d). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8211	1/16/2024	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #221 W Lake Drive	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
5552	1/16/2024	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #203	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	J. Gustin	Hand
5801	1/16/2024	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2402 SUSAN LANE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
5927	1/17/2024	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Supplemental Order/Claim of Lien	J.Gustin	Certified Mail Hand
6047	1/17/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #LOT 523	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Supplemental Order/Claim of Lien	J.Gustin	Certified Mail Hand
8960	1/17/2024	3272 SW 52 AVE, PEMBROKE PARK, FL 33023 #3276 SW 52 AVE PEMBROKE PARK, FL 33023	Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Final Order	J. Gustin	Certified Mail Hand

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8812	1/17/2024	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #139 Lone Pine Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Final Order	J. Gustin	Certified Mail Hand
8909	1/17/2024	1781 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Final Order	J. Gustin	Certified Mail Hand
8907	1/17/2024	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #141	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Final Order	J. Gustin	Certified Mail Hand
8877	1/17/2024	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #539-540	Sec. 15-17. - Business Tax Receipt Required.	Final Order	J. Gustin	Certified Mail Hand
8824	1/17/2024	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #3149 John P Curci Drive, Bay # 4, Pembroke Park,	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-177. - Initial certificate of use. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Final Order	J. Gustin	Certified Mail Hand
8966	1/17/2024	1904 SW 31 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Gustin	Certified Mail
6131	1/17/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #813	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Supplemental Order/Claim of Lien	J. Gustin	Certified Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8678	1/17/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 ##Lot 611	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Amended Final Order	J. Gustin	Certified Mail Hand
8775	1/17/2024	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 79	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-48. - Outdoor storage prohibited	Final Order	J. Gustin	Certified Mail
8883	1/17/2024	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1983 S Park Rd 4, Pembroke Park, FL 33009	Sec. 15-17. - Business Tax Receipt Required.	Final Order	J. Gustin	Certified Mail Hand
6121	1/17/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #526	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Supplemental Order/Claim of Lien	J. Gustin	Certified Mail
5552	1/17/2024	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #203	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Amended Final Order	J. Gustin	Certified Mail Hand

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
4962	1/17/2024	5100 SW 41 ST, PEMBROKE PARK, FL 33023 109	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 9-42. - When required. Sec. 9-43 (a)(1). - Installation. Sec. 9-43 (b)(2). - Installation.	Abate Order	J. Ramirez	Certified Mail
6829	1/18/2024	4945 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
9211	1/18/2024	4250 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
9212	1/18/2024	4250 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #5	Sec. 21-21. (7) - Temporary signs Sec. 21-20(c)(2). - Permanent signs. Sec. 21-20(c)(3). - Permanent signs.	Courtesy Notice	J. Ramirez	Regular Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9214	1/18/2024	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #5	Sec. 21-20(c)(2). - Permanent signs. Sec. 21-20(c)(3). - Permanent signs. Sec. 21-21. (7) - Temporary signs	Courtesy Notice	J. Ramirez	Hand
9215	1/18/2024	3148 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3152 PEMBROKE RD	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
9216	1/18/2024	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #307	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
9189	1/18/2024	SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 27-33. - Maintenance	Affidavit of Compliance	J. Gustin	Regular Mail
9188	1/18/2024	2521 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 27-33. - Maintenance	Affidavit of Compliance	J. Gustin	Regular Mail
9190	1/19/2024	SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 27-33. - Maintenance	Affidavit of Compliance	J. Gustin	Regular Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8977	1/19/2024	4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-27. - Use of certain grass species. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 27-33. - Maintenance Sec 5-207. - Graffiti Enforcement Sec. 5-202. - Prohibited.	Affidavit of Non-Compliance	J. Ramirez	Regular Mail
9150	1/19/2024	3194 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3192-3194 W Hallandale beach Blvd J, Pembroke	Sec. 3-6. - Noise restriction in establishments. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail Hand
9220	1/22/2024	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #307	Sec. 39-118(a). - Landlord registration of residential rental units required. Sec. 39-118(f). - Landlord registration of residential rental units required. Sec. 39-118(h). - Landlord registration of residential rental units required. Sec. 39-118(i). - Landlord registration of residential rental units required.	Notice of Violation	J. Gustin	Regular Mail
6522	1/22/2024	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #142 W LAKE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Hand
9219	1/23/2024	3272 SW 52 AVE, PEMBROKE	Sec. 21-19. - Prohibited signs.	Courtesy Notice	J. Ramirez	Regular Mail
9219	1/23/2024	3272 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Regular Mail
9221	1/23/2024	2503 JOHN P LYONS LN, PEMBROKE PARK, FL 33009 #2503 SW 31st AVE, Pembroke Park, FL	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9222	1/23/2024	2601 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
9223	1/23/2024	3215 SW 52 AVE, PEMBROKE	Sec. 21-19. - Prohibited signs.	Courtesy Notice	J. Ramirez	Regular Mail
9226	1/25/2024	2540 SW 30 AVE, PEMBROKE PARK, FL 33009 #2546 SW 30 Ave	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Notice of Violation	J. Gustin	Regular Mail
9227	1/25/2024	2540 SW 30 AVE, PEMBROKE PARK, FL 33009 #2544 SW 30 Ave	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
8907	1/25/2024	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #141	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Affidavit of Compliance	J. Gustin	Hand
9191	1/25/2024	2211 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 5-104. - Determination of need for correction Sec. 5-202. - Prohibited.	Affidavit of Compliance	J. Gustin	Regular Mail
9229	1/26/2024	2301 SW 31 CT, PEMBROKE PARK, FL 33009	Sec. 11-32 - Overloading Sec. 11-33 - Violations deemed public nuisance Sec. 11-34. - Responsibility of property owners.	Notice of Violation	J. Gustin	Regular Mail
9231	1/26/2024	1950 SW 30 AVE, PEMBROKE	Sec. 21-19. - Prohibited signs.	Notice of Violation	J. Gustin	Regular Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9233	1/26/2024	4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-41. - Accumulations deemed public nuisance Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 22-29. - Responsibility for maintenance. Sec. 13-5. - Procedure for abandoned property located on private property. Sec. 25-16. - Restrictions	Notice of Violation	J. Ramirez	Regular Mail
9233	1/29/2024	4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-41. - Accumulations deemed public nuisance Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 22-29. - Responsibility for maintenance. Sec. 13-5. - Procedure for abandoned property located on private property. Sec. 25-16. - Restrictions	Notice of Formal Hearing	J. Ramirez	Certified Mail
9237	1/29/2024	SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
9237	1/29/2024	SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Hand
9252	1/29/2024	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #307 9th ST	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9255	1/29/2024	4790 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-29. - Responsibility for maintenance. Sec. 22-27. - Use of certain grass species. Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec. 27-33. - Maintenance Sec 5-103(i). - Exterior maintenance of structures and premises	Notice of Violation	J. Ramirez	Hand
9220	1/29/2024	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #307	Sec. 39-118(a). - Landlord registration of residential rental units required. Sec. 39-118(f). - Landlord registration of residential rental units required. Sec. 39-118(h). - Landlord registration of residential rental units required. Sec. 39-118(i). - Landlord registration of residential rental units required.	Affidavit of Compliance	J. Gustin	Hand
9216	1/29/2024	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #307	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Hand
9004	1/29/2024	5501 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
9004	1/29/2024	5501 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property
9076	1/29/2024	5525 SW 41 ST, PEMBROKE PARK, FL 33023 #320	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Regular Mail
9076	1/29/2024	5525 SW 41 ST, PEMBROKE PARK, FL 33023 #320	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8825	1/29/2024	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33009 #Bay #B17-B18	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-177. - Initial certificate of use. Sec. 15-40 - Delinquent business tax receipt fees and penalties. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8797	1/29/2024	5501 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec 5-103(l). - Exterior maintenance of structures and premises	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
8797	1/29/2024	5501 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec 5-103(l). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8721	1/29/2024	3520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec. 11-16. - Location; placement for collection. Sec. 11-42(a) - Disposal of solid waste restricted Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8721	1/29/2024	3520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec. 11-16. - Location; placement for collection. Sec. 11-42(a) - Disposal of solid waste restricted Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7958	1/29/2024	3201 SW 55 AVE, PEMBROKE PARK, FL 33023 #3351 SW 55th Ave Pembroke Park, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Ramirez	Regular Mail
8547	1/29/2024	5100 SW 41 ST, PEMBROKE PARK, FL 33023 318	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8547	1/29/2024	5100 SW 41 ST, PEMBROKE PARK, FL 33023 318	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7389	1/30/2024	3191 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 11-42(a) - Disposal of solid waste restricted	Affidavit of Compliance	J. Ramirez	Hand
6620	1/30/2024	3192 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-23 (a) - Permit	Affidavit of Non-Compliance	J. Ramirez	Hand
7877	1/30/2024	2500 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs. Sec. 11-16. - Location; placement for collection.	Affidavit of Compliance	J. Ramirez	Hand
7921	1/30/2024	3799 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5148	1/30/2024	3900 SW 52 AVE, PEMBROKE PARK, FL 33023 701 #Glennwood Cort	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5148	1/30/2024	3900 SW 52 AVE, PEMBROKE PARK, FL 33023 701 #Glennwood Cort	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
9255	1/30/2024	4790 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-29. - Responsibility for maintenance. Sec. 22-27. - Use of certain grass species. Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec. 27-33. - Maintenance Sec 5-103(i). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9257	1/30/2024	1708 SW 31 AVE, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited Sec. 22-85(a). - Obstructions of public rights-of-way. Sec. 28-215. - Restricted area of use	Notice of Violation	J. Gustin	Regular Mail
9258	1/30/2024	3194 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 3-6. - Noise restriction in establishments.	Notice of Violation	J. Ramirez	Regular Mail
9269	1/31/2024	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3940 Pembroke Rd, Pembroke Park, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display. Sec 5-105. - Repairs and installations Sec. 21-19. - Prohibited signs. Sec 5-103(b). - Exterior maintenance of structures and premises	Notice of Violation	J. Gustin	Regular Mail
9235	1/31/2024	5100 SW 41 ST, PEMBROKE PARK, FL 33023 306	Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent.	Notice of Violation	J. Ramirez	Hand

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5167	1/31/2024	3433 SW 52 AVE, PEMBROKE PARK, FL 33021 17 #Holly Tree	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Certified Mail
5167	1/31/2024	3433 SW 52 AVE, PEMBROKE PARK, FL 33021 17 #Holly Tree	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-105. - Repairs and installations	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
6522	1/31/2024	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #142 W LAKE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property
6810	1/31/2024	5511 SW 32 CT, PEMBROKE PARK, FL 33023 1-2	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
7152	1/31/2024	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1985 S PARK	Sec. 15-22. - Application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted
8243	1/31/2024	5525 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 11-42 (b)(1) - Disposal of solid waste restricted. Sec. 11-42(a) - Disposal of solid waste restricted Sec. 28-346 (b)(3) - Portable storage units	Affidavit of Non-Compliance	J. Ramirez	Certified Mail

Code Compliance Department Report

From 1/1/2024 to 1/31/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8243	1/31/2024	5525 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 11-42 (b)(1) - Disposal of solid waste restricted. Sec. 11-42(a) - Disposal of solid waste restricted Sec. 28-346 (b)(3) - Portable storage units	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8439	1/31/2024	5525 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 28-346 (f) - Portable storage units	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
8439	1/31/2024	5525 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 28-346 (f) - Portable storage units	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
9195	1/31/2024	4800 SW 36 CT, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail

Summary	
Abate Order	1
Affidavit of Compliance	16
Affidavit of Non-Compliance	15
Amended Final Order	2
Courtesy Notice	4
Final Order	10
Notice of Formal Hearing	23
Notice of Violation	27
Supplemental Order/Claim of	4
Total	**102**

MINUTES - DRAFT
CODE COMPLIANCE SPECIAL MAGISTRATE HEARING

9:00 AM - Wednesday, January 17, 2024
Council Chambers –
3150 SW 52 AVE, PEMBROKE PARK, FL 33023

Page

1. CALL TO ORDER: 9:18 A.M.

2. SPECIAL MAGISTRATE OPENING STATEMENT

3. ROLL CALL
SPECIAL MAGISTRATE: Harry Hipler.
CHIEF CODE COMPLIANCE OFFICER: Joseline Ramirez.
CODE COMPLIANCE OFFICER: Jean Gustin.
RECORD SPECIALIST: Werner Chavez.
CODE COMPLIANCE CLERK: Nazly Cardona.
INTERIM TOWN ATTORNEY: Brian Sherman.

4. ADOPTION OF MINUTES

- # 4.1. CODE COMPLIANCE SPECIAL MAGISTRATE HEARING - Nov 15 2023 - MINUTES

5. ADOPTION OF AGENDA (DEFERRALS, ADDITIONS, MODIFICATIONS)

5.1. CASE 5552 - ADDED FOR AN EXTENSION OF TIME REQUEST
CASE 7972 – REMOVED FROM AGENDA
CASE 8713 – REMOVED FROM AGENDA

6. PUBLIC HEARING

SWEARING IN OF INTERESTED PARTIES SIGN-IN SHEET:
Those who wish to address the Magistrate during the public hearing must legibly record their name and address on the sign-in sheet with their respective case number. The primary purpose of the sign-in sheet is to record the attendance at the meeting and to assist in the accurate recording of the minutes.

7. FORMAL HEARING - CODE OFFICER JEAN GUSTIN

7.1. **CASE 7972** - RAYMOND LEFEBVRE - 4 WEST LAKE DR PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION -FIRST OFFENSE

Respondent or Representative	
Absent.	Case was removed from the agenda because owner came into compliance before hearing date.

- # 7.2. **CASE 8775 -** TOMAS FLORENTINO - 79 W LAKE DRIVE PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-103 (a) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLTIONS; 5-17 - PERMIT APPLICATION; 12-46 - FAILURE OF OWNER TO COMPLY WITH NOTICE; ASSESSMENT FOR CORRECTION BY TOWN; 12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** Case Overview 8775

Respondent or Representative	Final Order Issued	Date to Comply by before per diem fine is applied
Absent.	60 Days to Comply $50.00 Per Diem $100.00 Admin Fee	03/17/2024.

- # 7.3. **CASE 8812 -** EDWIN R. WENDORFF - 139 LONE PINE LANE PEMBROKE PARK, FL 33009 - FORMAL HEARING – SECTION(s) 12-48 - OUTDOOR STORAGE PROHIBITED; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION -**FIRST OFFENSE**
Case Overview 8812

Respondent or Representative	Final Order Issued	Date to Comply by before per diem fine is applied
Edwin Wendorff.	60 Days to Comply $100.00 Per Diem $100.00 Admin Fee	03/17/2024.

- # 7.4. **CASE 8824** - JUNHALLA LLC - 3149 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 15-17 - BUSINESS TAX RECEIPT REQUIRED;15-177 - INITIAL CERTIFICATE OF USE; 15-40 - DELINQUENT BUSINESS TAX RECEIPT FEES AND PENALTIES. -FIRST OFFENSE Case Overview 8824

Respondent or Representative	Final Order Issued	Date to Comply by before per diem fine is applied
Sandra Cardona.	30 Days to Comply $250.00 Per Diem $100.00 Admin Fee	02/16/2024.

- # 7.5. **CASE 8877 -** PEMBROKE PARK WAREHOUSES HOLDING -3140 PEMBROKE RD, UNIT 539 & 540 PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) –15-17 - BUSINESS TAX RECEIPT REQUIRED -**FIRST OFFENSE** Case Overview 8877

Respondent or Representative	Final Order Issued	Date to Comply by before per diem fine is applied
Nancy Romero.	30 Days to Comply $250.00 Per Diem $100.00 Admin Fee	02/16/2024.

- # 7.6. **CASE 8883** - PARK 31ST CORP - 1983 S PARK RD 4, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 15-17 - BUSINESS TAX RECEIPT REQUIRED - **FIRST OFFENSE** Case Overview 8883

Respondent or Representative	Final Order Issued	Date to Comply by before per diem fine is applied
Absent.	30 Days to Comply $250.00 Per Diem $100.00 Admin Fee	02/16/2024.

- # 7.7. **CASE 8907** - PEMBROKE PARK WAREHOUSES HOLDING - 3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 # 141 - FORMAL HEARING – SECTION(s) 15-17 - BUSINESS TAX RECEIPT REQUIRED; 15-22. – APPLICATION; 15-28. – DISPLAY; 15-175. - CERTIFICATE OF USE REQUIREMENTS - **FIRST OFFENSE**
Case Overview 8907

Respondent or Representative	Final Order Issued	Date to Comply by before per diem fine is applied
Nancy Romero.	30 Days to Comply $250.00 Per Diem $100.00 Admin Fee	02/16/2024.

- # 7.8. **CASE 8960** - INFINITY AZURE LLC - 3276 SW 52 AVE PEMBROKE PARK, FL 33023 - FORMAL HEARING – SECTION(s) 12-76. (a) NUISANCES: DUTY OF PROPERTY OWNERS AND TENANTS TO PREVENT; 12-76. (b) NUISANCES: DUTY OF PROPERTY OWNERS AND TENANTS TO PREVENT - **FIRST OFFENSE** Case Overview 8960

Respondent or Representative	Final Order Issued	Date to Comply by before per diem fine is applied
Mariah Cruz.	60 Days to Comply $250.00 Per Diem $100.00 Admin Fee	03/17/2024.

- # 7.9. **CASE 8966** - ZEGCO INC - 1904 SW 31 AVE, PEMBROKE PARK, FL 33009 - FORMAL HEARING – SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE**
Case Overview 8966

Respondent or Representative	Final Order Issued	Date to Comply by before per diem fine is applied
Absent.	30 Days to Comply $250.00 Per Diem $100.00 Admin Fee	02/16/2024.

- # 7.10. **CASE 8909** - NSP III PEMBROKE PARK DST - 1781 S PARK RD, PEMBROKE PARK, FL 33009 - FORMAL HEARING – SECTION(s) 15-17 - BUSINESS TAX RECEIPT REQUIRED; 15-175 - CERTIFICATE OF USE REQUIREMENTS; 15-22 – APPLICATION;15-28 – DISPLAY - **FIRST OFFENSE** Case Overview 8909

Respondent or Representative	Final Order Issued	Date to Comply by before per diem fine is applied
Robert Wagner	60 Days to Comply $100.00 Per Diem $100.00 Admin Fee	03/17/2024.

8. HEARING TO CONFIRM FINE - CODE OFFICER JEAN GUSTIN

- # 8.1. **CASE 6121** - VICTOR JIMENEZ - 3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 # LOT 526 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE**
Case Overview 8713

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Absent.	Confirmed Fine of $12,500.00.

9. HEARING TO CONFIRM FINE - CODE OFFICER JEAN GUSTIN

- # 9.1. **CASE 5927** - MARCELINA SHUR - 123 LONE PINE LANE PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s)- 5-105 - REPAIRS AND INSTALLATIONS - FIRST OFFENSE Case Overview 5927

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Ricardo D. Torres.	Confirmed Fine of $33,650.00.

- # 9.2. **CASE 5996** - CAROLINA ESTE GUZMAN MARTILLO - 3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 # LOT 718 - HEARING TO CONFIRM FINE - SECTION(s)- 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST** OFFENSE Case Overview 5996

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Carolina Guzman.	Confirmed Fine of $32,050.00.

- # 9.3. **CASE 6047** - PAUL FARRAY - 3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 # LOT 523 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** Case Overview 6047

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
Paul Farray	Confirmed Fine of $22,750.00.

- # 9.4. **CASE 6131** - HAZEL MCCUMBER - 3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 # LOT 813 - HEARING TO CONFIRM FINE - SECTION(s)5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT; SEC. 12-48. - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** Case Overview 6131

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
- Absent.	Confirmed Fine of $18,450.00.

10. HEARING TO EXTEND TIME - CODE OFFICER JEAN GUSTIN

- # 10.1. **CASE 8678 -** IRENE DEL CARMEN MARTINEZ - 3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 # LOT 611 - HEARING TO EXTEND TIME - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 5-87 - PERMIT REQUIRED; 12-48 - OUTDOOR STORAGE PROHIBITED; 12-76(a)(b) - NUISANCES: DUTY OF PROPERTY OWNERS AND TENANTS TO PREVENT - **FIRST OFFENSE** Case Overview 8678

Respondent or Representative	Amended Final Order Issued	Date to Comply by before per diem fine is applied
Irene Martinez.	90 Days to Comply $100.00 Per Diem $100.00 Admin Fee	04/16/2024.

10.2. **CASE 8713 -** GILDA GRACIELA NIEVA **-** 121 DAVID DRIVE, PEMBROKE PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s) - 5-103(C) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE**

Respondent or Representative	

Absent.	Case was removed from the agenda because owner came into compliance before hearing date.

- # 10.3. **CASE 5552** - MARIA G ORTEGA/GREEN ACRES PEMBROKE MHC LLC - HEARING TO EXTEND TIME - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 5-87 - PERMIT REQUIRED; 12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** Case Overview 5552

Respondent or Representative	Amended Final Order Issued	Date to Comply by before per diem fine is applied
Absent.	60 Days to Comply $100.00 Per Diem $100.00 Admin Fee	03/17/2024.

11. FORMAL HEARING - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # 11.1. **Case 9150** - 3192-4 W HALLANDALE LLC %MGMT OFFICE - 3192-3194 W HALLANDALE BEACH BLVD J, PEMBROKE PARK, FL 33009 - SECTION(s) 3-6 - NOISE RESTRICTION IN ESTABLISHMENTS; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** Case Overview 9150

Respondent or Representative	Amended Final Order Issued	Date to Comply by before per diem fine is applied
- James McGhon - Lynette Freitus See attached sign in sheet	60 Days to Comply $250.00 Per Diem $100.00 Admin Fee	03/17/2024.

12. **ADJOURNMENT:** 11:55 A.M.

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE, 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 SPECIAL MAGISTRATE 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 SPECIAL MAGISTRATE BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE SPECIAL MAGISTRATE IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Special Magistrate Hearing Check in

Please Print Name

Date January 17, 2024.

1. Case # 8909 Name Robert Wagner
2. Case # 8812 Name Edwin Wendorff
3. * Case # 9150 Name Mario Parout
4. Case # 5927 Name Ricardo D. Torres
5. Case # 5996 Name Carolina Guzmán
6. Case # 6047 Name Paul Farray
7. Case # 8678 Name Irene Martinez
8. Case # 8980 Name Mariah Cruz
9. Case # 8877 (8907.) Name Nancy Romero — Pembroke Park Warehouses
10. Case # 8624 Name Sandra Cardona

★ #9150

Gilles Boucher
Marielle Godmer
Linda Coutu.
Linda Lamarche.
Luc Lamarre
Bernadette Nadeau
Robert Launier
Reycan Blanchette
Esther Julien
Guylaine Chabot
Carole Chabot
Richard Boiduc
Jean Marie Marquis
Gilles Desjardins
Jean Pierre Primeau
Nicole Plante
Real Plante
Samuel Plante
Rodolphe Sodcy

9150

Danièle Lomay
Sylvie Covette
Rita Marquis
Yoland Arbour
Daniel Giguère
Linda Lalande
Benoit Paquette
Francine Tremblay
Bruno Donné
Joan Lafrenière
Jacques Lajeunesse
Marcel Marquis
Yves Lemieux
Nadia Morissette
Daniel Ducllet
Marel Garon
Benoit Auclair
Madeleine Landry
François Hebert

* # 9150

Denise Bouhy
Olivia Marcoux
Raymond Lefebvre
Joan Marie Audet
Eloi Lemay
Johanne Dupéré
Denis Lamoureux
Rolland Guy Levesque
Martin Remillard
Liselle Lapointe
Bernard Lafontaine
Mireille Hamel
Alain Renaud
Jean Lefrancois
Lucie Desrochers
Andre Whear
Nancy L'Heureux
Jean Lafresnière
Ghislaine Desrochers
Bertrand Saysset
Louise De Villeres
Lucien Turgeon

22.Case # 7972 Name RAYMOND LEFEBVRE

23.Case # 4962 Name SZWARC MARIO

24.Case # 9150 Name James McGhon

25.Case # 9150 Name Lynette Freitus

26.Case # _____ Name _____

27.Case # _____ Name _____

28.Case # _____ Name _____

29.Case # _____ Name _____

30.Case # _____ Name _____

31.Case # _____ Name _____

32.Case # _____ Name _____

33.Case # _____ Name _____

AGENDA ITEM REPORT

To:	Commission
Subject:	Bills Over $500.00
Meeting:	02 28 2024 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Feb 28 2024
Department:	Finance
Staff Contact:	Christian Noel, Accounts Payable

BACKGROUND INFORMATION:

Informational Purposes Only

ATTACHMENTS:

Bills Over $500 (New)
Bills Over $500 (New)

Town of Pembroke Park
Bills Over $500.00

Wednesday, February 28, 2024

Invoice #	Vendor	Service/Product	Department		Total
29999	A&I Enterprises of South Florida	Backflow Recertifications	Sewer	$	529.35
3119590	AWC	RTU -Wireless Mission Commumications	Non-Departmental	$	7,564.30
0bd72585	Chuck's Paint & Body Shop, Inc	Repair 2021 Dodge Charger	Police	$	7,273.85
TPP-68	Clean Space, Inc	Janitorial Services	Non-Departmental	$	1,950.00
02162024STMT	Comcast Business	Digital Voice	Information Tecnology	$	805.67
CASA-INV-1622	Craig A. Smith & Associates	Wastewater Master Plan January 2024	Planning	$	22,311.60
CASA-INV-1628	Craig A. Smith & Associates	Sanitary Sewer Improvements- LS #17	Planning	$	1,620.00
CASA-NV-1630	Craig A. Smith & Associates	Sanitary Sewer Improvements- LS #14	Planning	$	1,060.00
CASA-INV-1621	Craig A. Smith & Associates	Sanitary Sewer Improvements-LS #19	Planning	$	1,156.00
1510446	Crown Castle	1st Floor -Internet 500Mbps	Information Tecnology	$	850.23
29037994	Edd Helm AC Inc.	On Site Service/HVAC 2nd and 3rd Floor	Non-Departmental	$	1,418.50
29094381	Edd Helm AC Inc.	HVAC-On Site Service -Compressor	Non-Departmental	$	524.94
597381	Enterprise Fleet Management	Lease & Maintenance	Police	$	9,813.20
7754	Flagler Technologies	Pro 2024 Office 365	Information Tecnology	$	1,597.77
7751	Flagler Technologies	Management Svs January 2024	Information Tecnology	$	1,800.00
27156133	Galls	28in Reflective Traffic Cones	Police	$	892.03
27156134	Galls	Streamlight, Polymer Rails	Police	$	1,215.23
10214	Hollywood Janitorial Supply	Supplies	Non-Departmental	$	557.73
CW1043221	InterDev	GIS Maintenance Svs	Information Tecnology	$	532.00
31860	Keith and Associates	Planning Review -December 2023	Planning	$	878.70
32179	Keith and Associates	Monthly Planning Services-January 2024	Planning	$	8,389.18
31861	Keith and Associates	Planning Services-December 2023	Planning	$	551.57
31863	Keith and Associates	Cost Recovery-December 2023	Planning	$	1,080.00
32176	Keith and Associates	Cost Recovery-January 2024	Planning	$	513.00
32175	Keith and Associates	Cost Recovery -January 2024	Planning	$	681.80
32178	Keith and Associates	Misc Planning Review- January 2024	Planning	$	4,034.35
32214	Keith and Associates	Zoning Review-January 2024	Planning	$	5,400.00
27105554	Kimley Horn	Stormwater Masterplan Update-Services Rendered Thru January 31, 2024	Planning	$	8,075.00
27040684	Kimley Horn	Vulnerability Assessment Services Rendered Thru January 31, 2024	Planning	$	13,000.00
154481-SE	LandTec Surveying	Boundary Survey	Non-Departmental	$	1,400.00
154482-SE	LandTec Surveying	Boundary Survey	Parks	$	1,600.00
155483-SE	LandTec Surveying	Boundary Survey	Parks	$	1,333.50
408057	Leads Online	Investigation System Service Package	Police	$	2,904.00
S1972947-001	Lehman Pipe Broward LLC	2 Pipes-6 Hymax CPL New #860	Sewer	$	737.49
15787	MegaWattage	Annual Billing for Quarterly Generator Maintenance- 9 Units	Non-Departmental	$	25,650.31
1860985	Shutts & Bowen LLP	Internal Investigation-Thru December 2023	Non-Departmental	$	12,333.00
Total				**$**	**152,034.30**

Town of Pembroke Park
Bills Over $500.00

Wednesday, February 28, 2024

Invoice #	Vendor	Service/Product	Department		Total
29999	A&I Enterprises of South Florida	Backflow Recertifications	Sewer	$	529.35
3119590	AWC	RTU -Wireless Mission Commumications	Non-Departmental	$	7,564.30
0bd72585	Chuck's Paint & Body Shop, Inc	Repair 2021 Dodge Charger	Police	$	7,273.85
TPP-68	Clean Space, Inc	Janitorial Services	Non-Departmental	$	1,950.00
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CASA-INV-1628	Craig A. Smith & Associates	Sanitary Sewer Improvements- LS #17	Planning	$	1,620.00
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1510446	Crown Castle	1st Floor -Internet 500Mbps	Information Tecnology	$	850.23
29037994	Edd Helm AC Inc.	On Site Service/HVAC 2nd and 3rd Floor	Non-Departmental	$	1,418.50
29094381	Edd Helm AC Inc.	HVAC-On Site Service -Compressor	Non-Departmental	$	524.94
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7751	Flagler Technologies	Management Svs January 2024	Information Tecnology	$	1,800.00
27156133	Galls	28in Reflective Traffic Cones	Police	$	892.03
27156134	Galls	Streamlight, Polymer Rails	Police	$	1,215.23
10214	Hollywood Janitorial Supply	Supplies	Non-Departmental	$	557.73
CW1043221	InterDev	GIS Maintenance Svs	Information Tecnology	$	532.00
31860	Keith and Associates	Planning Review -December 2023	Planning	$	878.70
32179	Keith and Associates	Monthly Planning Services-January 2024	Planning	$	8,389.18
31861	Keith and Associates	Planning Services-December 2023	Planning	$	551.57
31863	Keith and Associates	Cost Recovery-December 2023	Planning	$	1,080.00
32176	Keith and Associates	Cost Recovery-January 2024	Planning	$	513.00
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154482-SE	LandTec Surveying	Boundary Survey	Parks	$	1,600.00
155483-SE	LandTec Surveying	Boundary Survey	Parks	$	1,333.50
408057	Leads Online	Investigation System Service Package	Police	$	2,904.00
S1972947-001	Lehman Pipe Broward LLC	2 Pipes-6 Hymax CPL New #860	Sewer	$	737.49
15787	MegaWattage	Annual Billing for Quarterly Generator Maintenance- 9 Units	Non-Departmental	$	25,650.31
1860985	Shutts & Bowen LLP	Internal Investigation-Thru December 2023	Non-Departmental	$	12,333.00
Total				**$**	**152,034.30**

AGENDA ITEM REPORT

To: IT Department
Subject: IT update for the Police Buildout.
Meeting: AGENDA SPECIAL COMMISSION MEETING - Feb 28 2024
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

I got quotes from three companies that use piggyback from other government contracts. The first quote for labor and parts only was $150,298.83, the Second quote was $104,256.30, and the Third was $69,800.00. After reviewing all three quotes with David Dilena and Tom Positano. We agreed that Empire's labor and parts quote was the best. Empire will also be installing and selling the Town Cameras and access control. They will also piggyback off a government contract for the Cameras and Access control system.

FINANCIAL IMPACT:

Police Labor and Parts $64,000.00. Town Labor and Parts $5,800.00 Total labor $69,800.00
Camera and Access Control Police $40,457.40 and Camera and Access Control Town $14,190.80
Total $124,448.20 Not to exceed $135,000.00

RECOMMENDATION:

Approve item.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

This Agreement made and entered into on the 29th day of January **,2021** by and **Empire Computing & Consulting Inc.,** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **120 N. Frederick Ave., Daytona, FL 32114** and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH

WHEREAS, City has a need to obtain non-engineering related consulting services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, CONTRACTOR is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

Witnessed that the CONTRACTOR and the City, for the Consideration herein-after named, agree as follows:

1. **TERM AND DEFINITIONS** –

1.1. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5th) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two (2) additional one-year renewals. Such an extension shall only be by written amendment and approved by the City Manager.

1.2. The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3. **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Empire Computing & Consulting Inc., a _S-Corporation_, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the IT consulting work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 2 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4. **Engagement.** The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2. **DESCRIPTION OF SERVICES; RATE SCHEDULE** - CONTRACTOR shall perform on an as needed basis Information Technology consulting services on a "task" basis. In general, such services may include, but not be limited to, Application/Database Development & Support, Audio/Visual Support, and Physical Security. (EXHIBIT A - PRICING SCHEDULE).

2.1. The services to be performed pursuant to each Task Order shall fall within the general Scope of Work.When the City desires to enter into a specific Task Order, the City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The CONTRACTOR will generate a detailed Scope of Work document, prepare a Schedule, add a

fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the CONTRACTOR through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

2.2. The City will issue a notice to proceed to the CONTRACTOR in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the CONTRACTOR shall perform the services set forth in the Task Order.

3. The City reserves the right, at its discretion, to perform a service related to this Agreement or to retain the services of other consulting companies to provide processional IT Consultant Services.

4. The CONTRACTOR shall not provide a minimum and maximum hourly rates table as reference to the City and will be herein to set forth as an exhibit to this Agreement.

5. **CHANGES IN SCOPE OF WORK** –

5.1. City may make changes in the Services at any time by giving written notice to CONTRACTOR. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and CONTRACTOR will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

5.2. All of the City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

6. **SCHEDULE** –

6.1. Consultant shall perform services in conformance with the mutually agreed schedule set for in negotiated Task Orders issued. Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Consultant fall behind on any agreed

upon schedule, it shall employ such resources so as to comply with the schedule both parties mutually agreed upon.

6.2. No extension for completion of services shall be granted to Consultant without the City's prior written consent, except as provided herein.

6.3. Any cost caused by defective or ill-timed services shall be borne by the party responsible thereof.

7. **METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT** –

7.1. **General Services**. For basic and additional Services performed by the Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

7.2. **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

7.3. **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant shall be bound by any attorney-work product public records exemption laws and rules.

7.4. **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s218.70 et. Seq., Florida Statutes.

7.5. **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

7.6. **Errors and Deficiencies.** Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

7.7. **Payment Offsets.** To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

7.8. **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

7.9. **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

7.10. **Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

7.11. **Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

7.12. **Partial Payments.** Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be perfom1ed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

8. **RIGHT TO INSPECTION** –

8.1. City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

8.2. No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

9. **PROGESS MEETING** –

9.1. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

10. **SAFETY** –

10.1. Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

11. **REASONABLE ACCESS** –

11.1. During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

12. **INSURANCE** –

12.1. **Liability Amounts**. Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant, and with a deductible not greater than $5,000.00.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

12.2. **Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article l0.1.b and l0.1.c herein, as its interest may appear, from time to time.

12.3. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included

in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

12.4. **Independent Associates and Consultants.** All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

13. **COMPLIANCE WITH LAWS AND REGULATIONS** –

13.1. Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

14. **REPRESENTATIONS** –

14.1. Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable

requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

14.2. Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

15. **GUARANTEE AGAINST INFRINGEMENT** –

15.1. Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

16. **DOCUMENTS** –

16.1. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

characteristics, or means of transmission of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSULT ANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies 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 by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant

prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications

17. **ASSIGNMENT** –

17.1. Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

17.2. If upon rece1vmg written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

17.4. If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

18. **INDEPENDENT CONTRACTOR** –

18.1. At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

18.2. Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

18.3. Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

18.4. Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

18.5. Consultant has committed any act of fraud or any other unlawful act upon the City or another party; or

18.6. Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

18.7. Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

18.8. Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.9. In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however,

shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

19. **TERMINATION** –

19.1. Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20. **FORCE MAJEURE** –

20.1. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

21. **GOVERNING LAW & VENUE** –

21.1. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22. **HEADINGS** –

22.1. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23. **SEVERABILITY** –

23.1. In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24. **WAIVER AND ELECTION OF REMEDIES** –

24.1. Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25. **THIRD PARTY RIGHTS** –

25.1. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. **PROHIBITION AGAINST CONTINGENT FEES** –

26.1. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27. **ENTIRE AGREEMENT** –

27.1. This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28. **NO JOINT VENTURE** –

28.1. Nothing herein shall be deemed to create a Joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29. **ATTORNEY'S FEES** –

29.1. Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

30. **COUNTERPARTS** –

30.1. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31. **DRAFTING** –

31.1. City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32. **NOTICE** –

32.1. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

CONSULTANT

Empire Computing & Consulting Inc.
Attn: Dave Campos / President – CEO
120 N. Frederick Ave
Daytona, FL 32114
P: (386) 253-6506
E: davec@empirecomputing.com

FOR THE CITY

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, FL 32922
P: (321) 433-8833
E: purchasing@cocoafl.org

32.2. Either party may change the notice address by providing the other party written notice of the change.

32.3. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33. **SOVEREIGN IMMUNITY** –

33.1. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Consultant agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34. **CORPORATE REPRESENTATIVE BY CONSULTANT** –

34.1. Consultant hereby represents and warrants to the City the following:

a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

35. **INDEMNIFICATION AND LIMITATION OF LIABILITY** –

35.1. The Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2. Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but

not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement.

35.3. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36. **CONSULTANT'S PERSONNEL ONSITE** –

36.1. If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

36.2. The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of

manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

37. **RECORD DRAWINGS** -

37.1. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38. **ADDITIONAL ASSURANCES** –

38.1. The Consultant for itself and its Subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

39. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, Empire Computing & Consulting Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

David Campos / President
Name and Title of Contractor's Authorized Official

January 29, 2021
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: 3/09/2021

ATTEST:

Carie Shealy, City Clerk

CONTRACTOR

Empire Computing & Consulting Inc.

By: David Camp s, Jr. President/CEO
Print name/title: David Campos / President

Date: 1/29/2021

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 16th day of February, 2021, by David Campos Jr., the _____ of _____, who is personally known to me or ~~who~~ produced FLC512-161-65-370-0 as identification and who did take an oath.

PAMELA J. GREENHAW
Notary Public - State of Florida
Commission # HH 064078
My Comm. Expires Feb 11, 2025
Bonded through National Notary Assn.

(Notary Public Signature)
Pamela J. Greenhaw
(Print Name)
Notary Public, State of FL
Commission No.: #HH 064078
My Commission Expires: 02.11.2025

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
Network Architecture and Security	$110.00	$ 225.00
Wireless Network Support	$110.00*	$225.00

Pricing reflected on cost sheet is for single purchase items. Items in quantity or over dollar thresholds can be considered for manufacturer special pricing and additional discounting. Empire is an HPE Aruba Gold partner and a NASPO State of Florida participant. Empire also participates on NASPO with Cisco.

Empire can also offer purchasing opportunities through PEPPM, GSA and NCPA should the City so find necessary.

*the wireless network support above does not include the point to point wireless which is covered under a separate contract.

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off
1 - Network Equipment	**%**
Ruckus	44%
Cisco	35%
Transition Networks	10%
2 - Server Equipment	**%**
HP	25%
Cisco	35%
3 - Storage	**%**
Barracuda	15%
Dell/EMC	%
Fujitsu	%
HP	35%
Nimble	35%
4 - Wireless Networking	**%**
Ruckus	35%
Cisco	35%
Radwin	20%
5 - Network/Data Center	**%**
APC/Schneider	%
Avocent	30%
Belkin	%
Berk-Tek	%
Dymo	%
Eaton	%
Emcor	%
Leviton	%
Middle Atlantic	%
NetScout/Fluke	%
Siemans	%
Snake Tray	%
Softing	%
Startech	%
TrippA1:A34 Lite	%

Category	Minimum % Discount off
6 - Memory	**%**
Corsair	%
Crucial	%
Kingston	%
HP	%
7 - Desktop Computers	**%**
Dell	%
HP	%
Lenovo	%
8 - Laptop Computers	**%**
Apple	%
Asus	%
Dell	%
HP	%
Lenovo	%
Panasonic	15%
9 - Tablet Computers	**%**
Apple	%
Asus	%
Panasonic	15%
10 - Thin/Zero Clients	**%**
Dell/Wyse	%
11 - Monitors/Televisions/Projectors	**%**
Dell	%
LG	%
Samsung	%
Sony	%
Viewsonic	%
Vizio	%
12 - Audio/Visual Equipment	**%**
13 - Telecom/VoIP	**%**
Jabra	%
Mitel/Shoretel	%
Plantronics	%
Sennheiser	%

PURCHASING
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
1ST AMENDMENT TO PROFESSIONAL CONSULTANT AGREEMENT
CONTRACT P-20-20-COC
PROFESSIONAL IT SERVICES

This FIRST Amendment is made to the agreement between the **City of Cocoa**, a Florida municipal Corporation ("City") and **Empire Computing & Consulting Inc.** a for profit corporation ("Contractor").

WHEREAS, the City and the Contractor entered into an agreement for Professional IT Services, dated January 29, 2021.

WHEREAS, the Contractor is offering additional products to the City from what was established in Exhibit A, Part II of the original agreement.

WHEREAS, the parties desire to amend the Agreement to update and accept the additional product offerings in a revised Exhibit A – Pricing Schedule.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Agreement is hereby amended to update Exhibit A – Pricing Schedule to include the additional product offerings as attached to this amendment by reference.
2. All of the terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment.
3. This Amendment shall be effective as of the date of the final signature below.

By signing below, the parties have executed this Amendment which will be effective as of the date of the final signature.

EMPIRE COMPUTING & CONSULTING INC.	CITY OF COCOA
By: David A. Campos Jr (Print Name)	**By:** Stockton Whitten (Print Name)
CEO/President (Title)	City Manager (Title)
Signature / Date	Signature / Date 10/5/2023

Attest: for
Carrie Shealy, City Clerk

CC: Robert Beach, Chief Technology Officer, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part I - Information Technology Services Cost Schedule

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Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
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Wireless Network Support	$110.00*	$225.00

Pricing reflected on cost sheet is for single purchase items. Items in quantity or over dollar thresholds can be considered for manufacturer special pricing and additional discounting. Empire is an HPE Aruba Gold partner and a NASPO State of Florida participant. Empire also participates on NASPO with Cisco.

Empire can also offer purchasing opportunities through PEPPM, GSA and NCPA should the City so find necessary.

*The wireless network support above does not include the Radwin point to point wireless installation or maintenance which is covered under a separate contract.

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off	Category	Minimum % Discount off
1 - Network Equipment	%	**6 - Memory**	%
Ruckus	44%	Corsair	%
Cisco	35%	Crucial	%
Transition Networks	10%	Kingston	%
Fortinet*	18%	HP	%
2 - Server Equipment		**7 - Desktop Computers**	%
HP	25%	Dell	%
Cisco	35%	HP	%
3 - Storage	%	Lenovo	%
Barracuda	15%	**8 - Laptop Computers**	%
Dell/EMC	%	Apple	%
Fujitsu	%	Asus	%
HP	35%	Dell	%
Nimble	35%	HP	%
4 - Wireless Networking	%	Lenovo	%
Ruckus	35%	Panasonic	%
Cisco	35%	**9 - Tablet Computers**	
Radwin	20%	Apple	%
Ubiquiti*	0%	Asus	%
HPE Aruba*	35%	Panasonic	15%
5 - Network/Data Center	%	**10 - Thin/Zero Clients**	%
APC/Schneider	%	Dell/Wyse	%
Avocent	30%	**11 - Monitors/Televisions/Projectors**	%
Belkin	%	Dell	%
Berk-Tek	%	LG	%
Dymo	%	Samsung	%
Eaton	%	Sony	%
Emcor	%	Viewsonic	%
Leviton	%	Vizio	%
Middle Atlantic	%	**12 - Audio/Visual Equipment**	%
NetScout/Fluke	%	**Verkada (entire line)***	30%
Siemans	%	**13 - Telecom/VoIP**	
Snake Tray	%	Jabra	%
Softing	%	Mitel/Shoretel	%
Startech	%		%
TrippA1:A34 Lite	%		%

*Additional offerings included under the first amendment to agreement P-20-20-COC

AGENDA ITEM REPORT

To: Commission Meeting
Subject: January Statistics
Meeting: PUBLIC NOTICE SPECIAL COMMISSION MEETING - Feb 28 2024
Department: Police Department
Staff Contact: Ra Shana Dabney-Donovan, Police Chief

BACKGROUND INFORMATION:
N/A

FINANCIAL IMPACT:
N/A

POLICY IMPLICATIONS:
N/A

RECOMMENDATION:
N/A

ALTERNATIVES:
N/A

ATTACHMENTS:
Copy of January 2024 Stats

	Status:
Aleem Ghany, Public Services Director	Approved - Feb 22 2024
Marlen Martell, Town Clerk	Approved - Feb 22 2024

CFS - Calls Resulting in Dispatch				
INCIDENT TYPE	BREAKDOWN	DECEMBER(23)	JANUARY (24)	% CHANGE
ACCIDENTS	Hit and Run (3)	7	**7**	**0%**
	Regular (4)	33	**33**	**0%**
	Rollover (4E)	0	**1**	**0%**
	With Injuries (4I)	15	**11**	**-27%**
	TOTAL ACCIDENTS	55	**52**	**-5%**
ALARM CALLS (49A, 49H, 49S)	TOTAL ALARM CALLS	50	**30**	**-40%**
ARRESTS	Felony	2	**7**	**250%**
	Misdemeanor	5	**9**	**80%**
	TOTAL ARRESTS	7	**16**	**129%**
BURGLARY	Attempt (21A)	2	**2**	**0%**
	Commercial (21C)	3	**2**	**-33%**
	Residential (21R)	0	**0**	**0%**
	Vehicle (21V)	3	**1**	**-67%**
	TOTAL BURGLARIES	8	**5**	**-38%**
DOMESTIC VIOLENCE (38)		5	**9**	**80%**
INFORMATION (14)		39	**53**	**36%**
LARCENY (30)		10	**12**	**20%**
MISSING PERSON (8)		0	**0**	**0%**
PARKING COMPLAINTS (73)		44	**43**	**-2%**
STOLEN VEHICLE (10)		4	**10**	**150%**
STOLEN VEHICLE RECOVERED (10R)		8	**3**	**-63%**
STOLEN TAG (9)		1	**3**	**200%**
VANDALISM (40)		2	**7**	**250%**
		113	**140**	**24%**
TRAFFIC STOP (10-50)		103	**67**	**-35%**
CITATIONS		76	**78**	**3%**
WARNINGS		17	**18**	**6%**
	TOTAL CITATIONS	93	**96**	**3%**
REPORTS (FIBRS AND CRASH)		145	**179**	**23%**
TOTAL CALLS FOR SERVICE		481	**489**	**2%**

TOWN OF PEMBROKE PARK

MEMORANDUM NO. 2023-007

TO: Mayor Ashira Mohammed
Members of the Town Commission

CC: J.C. Jimenez, Town Manager
Michael Vonder-Meulen, Planning Consultant
Marlen D. Martell, Town Clerk

FROM: Jacob G. Horowitz, Interim Town Attorney JGH
Paul B. Hernandez, Assistant Interim Town Attorney PBH

DATE: May 25, 2023

RE: Town of Pembroke Park ("Town") – Senate Bill 102 – Florida Live Local Act

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As a follow-up to the May 24, 2023, Town Commission Workshop, the Interim Town Attorney's Office has prepared a legal analysis of Senate Bill 102, more commonly known as the "Live Local Act" (the "Act"). The Act, which was approved by the Legislature during its 2023 Legislative Session, implements a multi-faceted approach to addressing the statewide demand for the development of affordable housing. The purpose of this memorandum is to provide the Town with a summary of the provisions within the Act that impact local government.

As it pertains to local government, the Act primarily aims to address affordable housing development demand in Florida by:

1. Enacting certain preemptions and requirements on local government pertaining to the approval processes and zoning considerations for affordable housing development;

2. Requiring local government to compile and publish a list of all government-owned properties within the municipality that may be suitable for affordable housing;

3. Providing new property tax exemptions to incentivize Property Owners to explore affordable housing options; and

4. Appropriating $711,000,000.00 in State funding to the Florida Housing Finance Corporation.

The Act was approved by the Governor and filed in the office of the Secretary of State on March 29, 2023. The Act has been codified as Chapter 2023-17 of the Laws of Florida. Unless otherwise stated below, the Act becomes effective July 1, 2023.

Affordable Housing Development Review, Approval Requirements, and Preemptions

The Act restricts a municipal government's traditional authority to determine its own planning and zoning regulations and approval processes for eligible affordable housing projects. This section shall provide a summary of conditions where the Act allows municipal government to approve proposed affordable housing developments and conditions where the Act requires municipal government action subject to specific conditions outlined below.

Discretionary Authority to Approve Developments

Sec. 166.04151(6) of the Act grants the Town Commission the discretion to approve an affordable housing development including, but not limited to, a mixed-use residential affordable housing development, "on any parcel with a commercial or industrial use." To be eligible, a proposed development must dedicate at least 10 percent (10%) of the units included in the proposed development as affordable housing as defined by State Statute.[1] Sec. 166.04151(6) further provides that the Town Commission is not required to amend its Code prior to granting an approval of eligible affordable housing developments pursuant to the terms of the section because the provisions of the statute are self-executing.

Required Authorization of Allowable Uses

Perhaps the most notable preemptions on a municipal government's ability to regulate proposed affordable housing development projects within the Act are found in Sec. 166.04151. The following sections require a municipality to authorize residential uses or development within areas with an underlying zoning designation of industrial or commercial:

Fla. Stat. § 166.04151(7)(a) **requires** a municipality to authorize multifamily and mixed-use residential as allowable uses for any parcel with an underlying zoning designation of commercial, industrial, or mixed-use if at least forty percent (40%) of the units for a proposed development

[1] F.S. Sec. 420.0004(3) defines "affordable" as monthly rents or mortgage payments including taxes, insurance, and utilities not exceeding 30 percent (30%) of that amount which represents the percentage of median adjusted gross annual income for households earning from 30 percent (30%) to one hundred twenty percent (120%) of the State's median annual adjusted gross income.

are dedicated as affordable housing units, as a defined by State Statute, for a minimum of thirty (30) years.

Fla. Stat.§ 166.04151(7)(f) **requires** a municipality that designates less than twenty percent (20%) of its land area within its jurisdiction for commercial or industrial uses to authorize a proposed multifamily development as provided by within the subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential.

The Act specifies that qualifying mixed-use residential projects are required to dedicate at least sixty-five percent (65%) of the total square footage of each property for residential purposes. The Act is silent on the type of multifamily residential zoning regulations a municipality should apply for proposed developments on properties with an underlying Commercial or Industrial zoning designation.

The Act is silent on which multi-family zoning district regulations should apply when a local government has multiple multi-family zoning districts with different regulations. Based on the intent of the Act to facilitate the development of affordable housing, and Act's preemption of a municipality's ability to restrict the density and height of certain proposed developments, it appears the Town should apply the most liberal of multifamily zoning districts in a manner that conforms to the requirements of the Act. As this subject is open to interpretation, we shall continue to conduct further research on the Act's requirements and if necessary consider seeking further guidance from the State related to this matter.

The Act further provides an additional preemption on a municipality's ability to require a proposed multifamily development to obtain a zoning or land use change, special exception, condition use approval, variance, or comprehensive plan amendment related to the proposed development's zoning, building height, and density. The prohibitions on density and building height requirements are as follows:

1. The Act provides that a municipality may not restrict the density of a proposed affordable housing development authorized pursuant to the Act below the highest-allowed density on any land within the municipality where residential development is allowed.

2. Further, municipalities may also not restrict the height of a proposed affordable housing development authorized by the Act to less than the higher of either a municipality's maximum allowable height for a commercial or residential development located in the municipality within a one (1) mile radius of the proposed development or three (3) stories.

Sec. 166.04151(7)(d) **requires administrative approval** by the municipality for affordable housing development applications meeting the standards detailed above, including those developments located on properties with underlying zoning designations of industrial or commercial, so long as the development satisfies the municipality's land development regulations for areas zoned for multifamily uses and is otherwise consistent with the municipality's comprehensive plan excluding the municipality's present regulations on allowable building height, density, and zoning designations that conflict with the provisions of the Act. This means that such projects would not be subject to the public hearing process and the Town will need to formally designate the official responsible for the administrative approval.

The Act further requires municipalities to consider reducing parking requirements for a proposed affordable housing development authorized pursuant to the Act if the development is located within one-half mile of a major transit stop, as defined in the municipality's land development code, that is accessible from the development. Otherwise, the proposed development must meet the municipality's standards for setbacks, parking, and other land development regulations within for the proposed zoning district where the development will occur.

An additional requirement of local government related to the development, approval, and funding of affordable housing development under the Act is the requirement that a local government publicly display on its website the local government's procedures and expectations for the expedited processing of building permits and development orders. Further, the Act provides that State and local governments shall provide incentives such as density bonus incentives that encourage the private sector to be the "primary delivery vehicle" for affordable housing development.

The provisions of this section do not apply to property defined as "Recreational and Commercial Waterfront" pursuant to s, 342.201(2)(b) F.S. located within an area zoned as Industrial.[2] The above-referenced requirements of the Act and their accompanying sections shall sunset on October 1, 2033 unless extended by the Legislature.

[2] "Recreational and Commercial Working Waterfront" means a parcel or parcel of real property that provides access for water-dependent commercial activities or provides access for the public to the navigable waters of the State. Recreational and Commercial working waterfronts require direct access to or a location on, over, or adjacent to a navigable body of water. The term includes water-dependent facilities that are open to the public and offer public access by vessels to the waters of the State or that are support facilities for recreational, commercial, research, or government vessels.

Inventory of Publicly-Owned Vacant Lands

Sec. 166.0451 of the Act requires each municipal government in Florida to prepare an inventory list by October 1, 2023 of all real property that is appropriate for use as affordable housing and is wholly-owned by the respective municipality or any dependent special district. The list shall be updated every three (3) years upon the municipality's governing body approval of a resolution listing the inventoried-properties. The inventory list shall be published on the municipality's website to encourage potential development and shall include the legal description of each property and a description specifying whether the property is improved or vacant land

The Act offers several options for the municipal government related to its disposition of the properties identified within the published inventory list. The municipality may enter into a long-term land lease for the properties requiring the development and maintenance of affordable housing. Alternatively, the municipality may sell the properties and use the proceeds to purchase land for the development of affordable housing or to increase the municipality's fund, if any, earmarked for affordable housing. Another option provided by the Act allows the municipality to sell the properties with a restriction that requires the development of the properties as permanent affordable housing. Lastly, the municipality may otherwise make the properties available for use for the development and preservation of permanent affordable housing.

Tax Exemptions

The Act provides for three (3) new ad valorem tax exemptions for affordable housing-related developments. The extent to which the ad valorem tax exemptions listed below may impact a municipal government's annual budget is unknown, but it is important to note that with the exception of land owned by not-for-profit corporations, the new exemptions may only apply to certain portions of the affordable housing developments. The new tax exemptions created by the Act are as follows:

Land Owned by Not for Profit Corporation

The Act exempts land that is owned entirely by a not for profit corporation qualified as charitable under Section 501(c)(3) of the Internal Revenue Code and is leased for a minimum of 99 years predominantly for the purpose of providing housing to persons or families meeting the extremely-low-income to moderate-income limits specified by Florida Statute.[3] This exemption

[3] To qualify for this exemption, land is "Predominantly" used for residential purposes when the square footage of the improvements on the land used to provide affordable housing is greater than 50 percent (50%) of the square footage of all improvements on the land.

shall become effective on January 1, 2024 and shall sunset on December 31, 2059. This exemption requires no action by the Town.

Exemption for Portions of Properties Used for a Charitable Purpose

The Act establishes a second tax exemption for newly constructed or substantially rehabilitated developments that provide at least 70 rent-restricted housing units for households earning 120 percent (120%) or less of the area median income. Each unit shall receive a tax exemption of 75 percent (75%) of its assessed value.

The act provides a full exemption for those units rented to persons or families whose annual household income does not exceed 80 percent (80%) of the median annual adjusted gross income for the metropolitan statistical area where the person or family resides. This exemption shall become effective on January 1, 2024. This exemption requires no action by the Town.

Optional County and Municipal Affordable Housing Exemption

The Act allows municipalities to adopt an ordinance exempting those portions of multifamily rent-restricted development containing fifty (50) or more residential units, at least twenty percent (20%) of which are used to provide affordable housing that houses persons or families whose annual household income does not exceed sixty percent (60%) or less of the area median income.

The eligible portions of the property must be rented for an amount no greater than the amount no greater than the amount as specified by the most recent multifamily rental programs income and rent limit chart derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or ninety percent (90%) of the fair market value rent as determined by a rental market study, whichever is less.

Qualifying portions of each property may not have been cited for code violations on three (3) or more occasions in the twenty-four (24) months before submission of a tax exemption application; may not have any cited code violations that have not been properly remedied prior to submission of a tax exemption application; and may not have any unpaid fines or charges related to the cited code violations.

This additional tax exemption is optional. Should a municipality wish to enact such an exemption, the Act requires a proposed municipal ordinance granting a tax exemption to be adopted under non-emergency procedures; include language that incorporates a local entity under the supervision of the municipality's governing body to develop, receive, and review applications for certification and develop notices of determination of eligibility; to require the

property owner to apply for certification by the municipality in order to receive the exemption. Said ordinance must expire before the fourth (4th) January 1 after its adoption at which time the municipality may choose to adopt a new ordinance to renew the exemption. A copy of the approved ordinance must be delivered to the Property Appraiser within ten (10) days from the ordinance's date of adoption. This exemption will first apply to the 2024 tax roll.

Preemption on Rent Control

Sec. 166.043(2) of the Act prohibits local governments from passing a new ordinance or rule pertaining to controlling the price of rents. The act further prohibits local governments from maintaining existing ordinances or rules that control the price of rents. Sec 166.043(2) reads as follows:

"A municipality, county, or other entity of local government may not shall adopt or maintain in effect any law, ordinance, rule, or other measure that which would have the effect of imposing controls on rents"

The Act is silent on a municipality's right to enact a "Tenant's Bill of Rights" or other forms of tenant protection, but such protection may not include a provision concerning rent control. Thus, the Act does not affect the Tenant's Bill of Rights requirements recently enacted by the Town Commission.

State Requirements

The Act allows the Florida Housing Finance Corporation to provide technical assistance through the entity providing statewide training and technical assistance related to the provisions of this Act selected to provide to local governments in establishing selection criteria and related regulations for competitive solicitations for the use or lease of government-owned real property for affordable housing purposes.

Appropriation

The Act appropriates $711,000,000.00 (the "Appropriation") in State funding to the Florida Housing Finance Corporation (the "FHFC"). The FHFC is a public-private entity created by the Florida Legislature to provide affordable housing opportunities and administer the two largest statewide affordable housing programs: The State Apartment Incentive Loan Program (SAIL) and the State Housing Initiatives Partnership program (SHIP);

The Appropriation includes $252,000,000.00 in funding toward the SHIP program for local governments. The SHIP program was created by the legislature to provide funds to Counties and

certain municipalities complying with the requirements of Fla. Stat. §420.9072(2)(a) to provide funding to Counties and municipalities that promotes and encourages further development of affordable housing and housing-related employment.

Conclusion

The Act fundamentally changes local regulation on eligible affordable housing development, even eliminating public hearing requirements for some developments. The Act also updates the law requiring municipalities to account for and publish their inventory of surplus land that may be suitable for affordable housing development. The Act also provides $252,000,000.00 in SHIP funding for the 2023-2024 fiscal year.

The Interim Town Attorney's Office remains available to answer any questions that you may have regarding the Act or its impact on the Town.

JGH:PBH

HOUSE OF REPRESENTATIVES STAFF ANALYSIS

BILL #: CS/CS/HB 1239 Affordable Housing
SPONSOR(S): Appropriations Committee, State Affairs Committee, Lopez, V. and others
TIED BILLS: **IDEN./SIM. BILLS:** CS/CS/SB 328

REFERENCE	ACTION	ANALYST	STAFF DIRECTOR or BUDGET/POLICY CHIEF
1) State Affairs Committee	18 Y, 1 N, As CS	Burgess	Williamson
2) Appropriations Committee	28 Y, 1 N, As CS	McAuliffe	Pridgeon

SUMMARY ANALYSIS

In 2023, the Legislature passed the Live Local Act, which preempts certain county and municipal zoning and land use decisions to encourage development of affordable multifamily rental housing in targeted land use areas. Counties and municipalities must allow a multifamily or mixed-use residential rental development in any area zoned for commercial, industrial, or mixed-use if the development meets certain affordability requirements.

The bill amends various provisions of the Live Local Act (act). As it pertains to the act's preemption of certain local zoning and land use regulations to expedite development of affordable housing, the bill:

- Requires a county or municipality to authorize multifamily and mixed-use residential as allowable uses on any site owned by a county or municipality, including any zoning district permitting commercial, industrial, or mixed uses.
- Clarifies that qualifying affordable units must be rental units and the highest allowed density and height subject to the preemption does not include bonuses, variances, or other special exceptions.
- Provides that administrative approval of a proposed development does not require a public hearing or any other action by a quasi-judicial board or reviewing body.
- Modifies the height preemption for developments adjacent to single-family residential uses.
- Limits the ability of local governments to restrict the intensity, as measured in floor area ratio (FAR), of a proposed development beyond the highest amount currently authorized.
- Prohibits qualifying developments located near a military installation and exempts certain airport impacted areas.
- Clarifies the act does not limit a local government's ability to grant a bonus, variance, or other special exception for height, density, or FAR and provides that a proposed development is still eligible for height, density, or intensity bonuses provided by local ordinance if certain conditions are satisfied.
- Requires developments authorized under the act be treated as a conforming use even after expiration of the development's affordability period and after the expiration of the act.
- Modifies parking reduction requirements for qualifying developments.
- Provides the Florida Housing Finance Corporation (FHFC) may not require that certain low-income housing tax credits or tax-exempt bond financing be a part of the funding structure for a Live Local Program project.
- Grandfathers in applicants for proposed developments under current law, but allows those applicants to submit a revised application to account for changes made by the bill.

As it pertains to the act's ad valorem tax exemptions for affordable housing development, the bill:

- Requires fewer units for developments located in the Florida Keys to be set aside for income-limited persons and families.
- Clarifies that the FHFC's duties are ministerial, while local property appraisers maintain authority to grant tax exemptions, and outlines the method for property appraisers to determine values of tax-exempt units.

The bill also expands the authority of the FHFC to preclude certain developers from participating in its programs.

The bill appropriates $100 million in nonrecurring funds from the General Revenue Fund to the FHFC to administer the Florida Hometown Hero Program in the 2024-2025 fiscal year. The bill will have an indeterminate negative impact on local governments. *See* FISCAL COMMENTS for further discussion.

FULL ANALYSIS

I. SUBSTANTIVE ANALYSIS

A. EFFECT OF PROPOSED CHANGES:

Present Situation

Affordable Housing

Housing is considered affordable when it costs less than 30 percent of a family's gross income.[1] A family paying more than 30 percent of its income for housing is considered "cost burdened," while those paying more than 50 percent are considered "extremely cost burdened." Severely cost burdened households are more likely to sacrifice other necessities such as healthy food and healthcare to pay for housing, and to experience unstable housing situations such as eviction.

Affordable housing is defined in terms of household income. Resident eligibility for Florida's state and federally-funded housing programs is governed by area median income (AMI) or statewide median family income,[2] published annually by the United States Department of Housing and Urban Development (HUD).[3] The following are standard household income level definitions and their relationship to the 2023 Florida statewide AMI of $85,500 for a family of four (as family size changes, the income range also varies):[4]

- Extremely low income – earning up to 30 percent AMI (at or below $ 24,850).[5]
- Very low income – earning from 30.01 to 50 percent AMI ($24,851 to $41,450).[6]
- Low income – earning from 50.01 to 80 percent AMI ($41,451 to $66,350). [7]
- Moderate income – earning from 80.01 to 120 percent of AMI ($66,351 to $102,600).[8]

Florida Housing Finance Corporation[9]

The Florida Housing Finance Corporation (FHFC) was created in 1997 as a public-private entity to assist in providing a range of affordable housing opportunities for Floridians.[10] FHFC is a corporation held by the state and housed within the Department of Commerce (Commerce). FHFC is a separate budget entity and its operations are not subject to control, supervision, or direction by Commerce.[11]

The goal of FHFC is to increase the supply of safe, affordable housing for individuals and families with very low to moderate incomes by stimulating investment of private capital and encouraging public and private sector housing partnerships. As a financial institution, FHFC administers federal and state resources to finance the development and preservation of affordable rental housing and assist homebuyers with financing and down payment assistance.[12]

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[1] S. 420.0004(3), F.S.
[2] The 2023 Florida SMI for a family of four was $85,500. U.S. Dept. of Housing and Urban Development, *Income Limits, Access Individual Income Limits Areas*, available at https://www.huduser.gov/portal/datasets/il.html#year2023 (last visited Jan. 24, 2024).
[3] HUD User, Office of Policy Development and Research, "Income Limits," available at https://www.huduser.gov/portal/datasets/il.html#2023 (last visited Jan. 24, 2024) (SMI and AMI available under the "Access Individual Income Limits Area" dataset).
[4] U.S. Dept. of Housing and Urban Development, *Income Limits, Access Individual Income Limits Areas*, available at https://www.huduser.gov/portal/datasets/il.html#2023 (last visited Jan. 24, 2024).
[5] S. 420.0004(9), F.S.
[6] S. 420.0004(17), F.S.
[7] S. 420.0004(11), F.S.
[8] S. 420.0004(12), F.S.
[9] *See generally* National Council of State Housing Agencies, "About HFAs," available at https://www.ncsha.org/about-us/about-hfas/ (last visited Jan. 24, 2024); *See generally* State of Florida Auditor General, "Florida Housing Finance Corporation Audit Performed Pursuant to Chapter 2013-83, Laws of Florida," https://flauditor.gov/pages/pdf_files/2017-047.pdf (last visited Jan. 24, 2024) (pursuant to Ch. 2013-83, Laws of Fla., codified as s. 420.511(5), F.S., the Florida Auditor General conducted an operational audit of the accounts and records of FHFC in November 2016).
[10] Ch. 97-167, Laws of Fla. From 1980 through 1997, the former Florida Housing Finance Agency, placed within the former Department of Community Affairs, performed similar duties.
[11] S. 420.504(1), F.S.
[12] *See* Fla. Housing Finance Corp., *About Florida Housing*, https://www.floridahousing.org/about-florida-housing (last accessed Jan. 24, 2024).

FHFC may preclude an applicant or an affiliate from participation in any of its programs under certain circumstances if the applicant or affiliate has:

- Made a material misrepresentation or engaged in fraudulent actions in connection with any corporation program.
- Been convicted or found guilty of, or entered a plea of guilty or no contest to, a crime in any jurisdiction which directly relates to the financing, construction, or management of affordable housing or the fraudulent procurement of state or federal funds.
- Been excluded from any federal funding program related to the provision of housing.
- Been excluded from any Florida procurement programs.
- Offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution.
- Demonstrated a pattern of noncompliance and a failure to correct any such noncompliance after notice from the corporation in the construction, operation, or management of one or more developments funded through a corporation program.[13]

Land Use for Affordable Housing Development

All development, both public and private, and all development orders[14] approved by a local government must be consistent with the local government's comprehensive plan.[15] The Growth Management Act requires every county and municipality to create and implement a comprehensive plan to guide future development.[16] A comprehensive plan is intended to provide for the future use of land, which contemplates a gradual and ordered growth, and establishes a long-range maximum limit on the possible intensity of land use.

A locality's comprehensive plan lays out the locations for future public facilities, including roads, water and sewer facilities, neighborhoods, parks, schools, and commercial and industrial developments. A comprehensive plan is made up of 10 required elements, each laying out regulations for a different facet of development.[17] The future land use element and the housing element are the most pertinent to the bill.

The future land use element designates proposed future general distribution, location, and extent of the uses of land. Specified use designations include those for residential, commercial, industry, agriculture, recreation, conservation, education, and public facilities. The approximate acreage and the general range of density or intensity of use must be provided for each land use category.[18] The specific use and intensities for specific parcels are decided by a more detailed, implementing zoning map.[19]

The housing element sets forth guidelines and strategies for the creation and preservation of affordable housing for all current and anticipated future residents of the jurisdiction, elimination of substandard housing conditions, provision of adequate sites for future housing, and distribution of housing for a range of incomes and types.[20]

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[13] S. 420.518(1)(a-f), F.S.
[14] "Development order" means any order granting, denying, or granting with conditions an application for a development permit. See s. 163.3164(15), F.S. "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land. See s. 163.3164(16), F.S.
[15] S. 163.3194(3), F.S
[16] S. 163.3167(2), F.S.
[17] S. 163.3177(6), F.S. The 10 required elements include capital improvements; future land use plan; transportation; general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge; conservation; recreation and open space; housing; coastal management; intergovernmental coordination; and property rights. Throughout statutes exist plans and program s that may be added as optional elements.
[18] S. 163.3177(6)(a), F.S.
[19] Richard Grosso, A Guide to Development Order "Consistency" Challenges Under Florida Statutes Section 163.3215, 34 J. Envtl. L. & Litig. 129, 154 (2019) citing *Brevard Cty. v. Snyder*, 627 So. 2d 469, 475 (Fla. 1993).
[20] S. 163.3177(6)(f), F.S.

A comprehensive plan is implemented through the adoption of land development regulations[21] that are consistent with the plan and that contain specific and detailed provisions necessary to implement the plan.[22] Such regulations must, among other prescriptions, regulate the subdivision of land and the use of land for the land use categories in the land use element of the comprehensive plan.[23] Substantially affected persons have the right to maintain administrative actions that ensure land development regulations implement and are consistent with the comprehensive plan.[24]

Development that does not conform to the comprehensive plan may not be approved by a local government unless the local government amends its comprehensive plan first. State law requires a proposed comprehensive plan amendment to receive two public hearings, the first held by the local planning board and subsequently by the governing board.[25] Following the hearings, the local government must transmit the plan to several statutorily identified reviewing agencies, including Commerce, for review.[26] Most plan amendments are placed into the expedited state review process, while plan amendments relating to large-scale developments are placed into the state coordinated review process.[27]

Live Local Act

The Live Local Act, which became law in 2023, preempts certain county and municipal zoning and land use decisions to encourage development of affordable multifamily rental housing in targeted land use areas.[28] Specifically, counties and municipalities must allow a multi-family or mixed-use residential[29] rental development in any area zoned for commercial, industrial, or mixed-use if the development meets certain affordability requirements.[30] To qualify, the proposed development must reserve 40 percent of the units for residents with incomes up to 120 percent AMI, for a period of at least 30 years.

Local governments are prohibited from restricting the density[31] of qualifying developments below the highest allowed density on land within its jurisdiction where residential development is allowed and may not restrict the height below the highest currently allowed height for a commercial or residential development in its jurisdiction within one mile of the proposed development or three stories, whichever is higher.[32]

An application for a development must be administratively approved, and no further action is required from the governing body of the local government if the development satisfies the local government's land development regulations for multifamily in areas zoned for such use and is otherwise consistent

[21] "Land development regulations" means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land, except that this definition does not apply in s. 163.3213. See s. 163.3164(26), F.S.
[22] S. 163.3202, F.S.
[23] *Id.*
[24] S. 163.3213, F.S.
[25] Ss. 163.3174(4)(a) and 163.3184, F.S.
[26] S. 163.3184, F.S.
[27] *See* ss. 163.3184 and 380.06, F.S. In the Expedited State Review Process, DEO reviews and approves or amends the proposed comprehensive plan amendment. This process can take 4 to 6 months. The State Coordinated Review Process is a more thorough, complex, multi-phase process. For more information, *see* Florida Department of Economic Opportunity, *Amendments that Must Follow the State Coordinated Review Process; Procedures and Timeframes*, https://floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/amendments-that-must-follow-the-state-coordinated-review-process-procedures-and-timeframes (last visited Jan. 24, 2024).
[28] Ch. 2023-17, ss. 3, 5, Laws of Fla., codified as ss. 125.01055(7) and 166.04151(7), F.S.
[29] For mixed-use residential, at least 65 percent of the total square footage must be used for residential purposes. Ss. 125.01055(7)(a) and 166.04151(7)(a), F.S.
[30] Ss. 125.01055(7)(a) and 166.04151(7)(a), F.S.
[31] "Density" means an objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre, *see* s. 163.3164(12), F.S. While the act expressly preempted density, it did not address intensity. *See* s. 163.3164(22), F.S. Intensity is often measured in terms of floor area ratio (FAR). FAR is the measurement of a building's floor area in relation to the parcel or lot that the structure is built on. For a general overview of FAR, *see*: Metropolitan Council, Local Planning Handbook, *Calculating Floor Area Ratio*, https://metrocouncil.org/Handbook/Files/Resources/Fact-Sheet/LAND-USE/How-to-Calculate-Floor-Area-Ratio.aspx (last visited Jan. 24, 2024).
[32] Ss. 125.01055(7)(b)-(c) and 166.04151(7)(b)-(c), F.S.

with the jurisdiction's comprehensive plan, with the exception of density, height, and land use requirements.[33]

A local government must consider reducing parking requirements for these developments if they are located within one-half mile of a major transit stop, as the term is defined in the local government's land development code, and the major transit stop is accessible from the development.[34]

These provisions do not apply to recreational and commercial working waterfronts in industrial areas, and only mixed-use residential developments must be authorized under these provisions in certain areas where commercial or industrial capacity is exceptionally limited.[35]

Qualifying developments must comply with all other applicable state and local laws and regulations.[36]

These provisions are effective until October 1, 2033.

Ad Valorem Tax Exemption for Affordable Housing

The ad valorem tax or "property tax" is an annual tax levied by counties, municipalities, school districts, and some special districts. The tax is based on the taxable value of property as of January 1 of each year.[37] The property appraiser annually determines the "just value"[38] of property within the taxing jurisdiction and then applies relevant exclusions, assessment limitations, and exemptions to determine the property's "taxable value."[39] Tax bills are mailed in November of each year based on the previous January 1 valuation, and payment is due by March 31 of the following year.

The Florida Constitution prohibits the state from levying ad valorem taxes,[40] and it limits the Legislature's authority to provide for property valuations at less than just value, unless expressly authorized.[41]

Ad Valorem Tax Exemption for Newly Constructed Affordable Housing

The Live Local Act established a new ad valorem tax exemption for owners of newly constructed multifamily rental developments who use a portion of the development to provide affordable housing.[42] Eligible property includes units in a newly constructed multifamily development containing more than 70 units dedicated to housing natural persons or families below certain income thresholds.[43] However, units subject to an agreement with FHFC are not eligible for the exemption.[44]

"Newly constructed" is defined as an improvement substantially completed within five years before the property owner's first application for the exemption.[45] The units must be occupied by such individuals or families and rent limited so as to provide affordable housing at either the 80 or 120 percent AMI

[33] Ss. 125.01055(7)(d) and 166.04151(7)(d), F.S.
[34] Ss. 125.01055(7)(e) and 166.04151(7)(e), F.S.
[35] Ss. 125.01055(7)(f) and (h) and 166.04151(7)(f) and (h), F.S.
[36] Ss. 125.01055(7)(g) and 166.04151(7)(g), F.S.
[37] Both real property and tangible personal property are subject to tax. S. 192.001(12), F.S., defines "real property" as land, buildings, fixtures, and all other improvements to land. S. 192.001(11)(d), F.S., defines "tangible personal property" as all goods, chattels, and other articles of value capable of manual possession and whose chief value is intrinsic to the article itself.
[38] Property must be valued at "just value" for purposes of property taxation, unless the Florida Constitution provides otherwise. FLA. CONST. art VII, s. 4. Just value has been interpreted by the courts to mean the fair market value that a willing buyer would pay a willing seller for the property in an arm's-length transaction. *See Walter v. Shuler,* 176 So. 2d 81 (Fla. 1965); *Deltona Corp. v. Bailey*, 336 So. 2d 1163 (Fla. 1976); *Southern Bell Tel. & Tel. Co. v. Dade County,* 275 So. 2d 4 (Fla. 1973).
[39] *See* s. 192.001(2) and (16), F.S.
[40] FLA. CONST. art. VII, s. 1(a).
[41] *See* FLA. CONST. art. VII, s. 4.
[42] Ch. 2023-17, s. 8, Laws of Fla, codified as s. 196.1978(3), F.S.
[43] S. 196.1978(3)(b), F.S.
[44] S. 196.1978(3)(k), F.S.
[45] S. 196.1978(3)(a)2., F.S.

threshold.[46] Rent for such units may not exceed 90 percent of the fair market value of rent as determined by a rental market study.[47]

Qualified property used to provide affordable housing at the 80 to 120 percent AMI threshold receives an exemption of 75 percent of the assessed value of the affordable units, while such property providing affordable housing up to the 80 percent AMI threshold receives a complete ad valorem tax exemption for the affordable units.[48]

To receive this exemption, a property owner must apply by March 1 to the property appraiser, accompanied by a certification notice from FHFC.[49] To receive FHFC certification, a property owner must submit a request on a form including the most recent market study, which must have been conducted by an independent certified general appraiser in the preceding three years, a list of units for which the exemption is sought, the rent amount received for each unit, and a sworn statement restricting the property for a period of not less than three years to provide affordable housing.[50]

The certification process is administered within FHFC. FHFC is responsible for publishing the deadline for submission, reviewing each request, sending certification notices to both the successful property owner and the appropriate property appraiser, and notifying unsuccessful property owners with reasons for denial.[51]

This exemption first applied to the 2024 tax roll and will expire on December 31, 2059.

Local Option Affordable Housing Ad Valorem Exemption

The Live Local Act authorizes counties and municipalities to enact an ad valorem tax exemption for certain property used for providing affordable housing.[52]

Portions of property eligible for the exemption must be utilized to house persons or families meeting the extremely-low- limit[53] or with incomes between 30 to 60 percent of AMI, be contained in a multifamily project of at least 50 units where at least 20 percent are reserved for affordable housing, and have rent set such that it provides affordable housing to people in the target income bracket, or no higher than 90 percent of the fair market rent value as determined by a rental market study, whichever is less.[54] Additionally, the property must not have been cited for code violations on three or more occasions in the preceding 24 months and must not have outstanding code violations or related fines.[55]

In adopting this exemption, a local government may choose to offer either or both an exemption for extremely-low-income (up to 30 percent AMI) and for incomes between 30 to 60 percent AMI targets. The value of the exemption is up to 75 percent of the assessed value of each unit if less than 100 percent of the multifamily project's units are used to provide affordable housing, or up to 100 percent of the assessed value if all of the project's units are used to provide affordable housing.[56]

An ordinance enacting such an exemption must:

- Be adopted under normal non-emergency procedures.
- Designate the local entity under the supervision of the governing body that must develop, receive, and review applications for certification and develop notices of determination of eligibility.

[46] S. 196.1978(3)(b)1., F.S.
[47] S. 196.1978(3)(b)3., F.S.
[48] S. 196.1978(3)(d), F.S.
[49] S. 196.1978(3)(e), F.S.
[50] S. 196.1978(3)(f), F.S.
[51] S. 196.1978(3)(g), F.S.
[52] Ch. 2023-17, s. 9, Laws of Fla., codified as s. 196.1979, F.S.
[53] S. 420.0004(9), F.S.
[54] S. 196.1979(1)(a)1.-3., F.S.
[55] S. 196.1979(1)(a)4., F.S.
[56] S. 196.1979(1)(b), F.S.

- Require the property owner to apply for certification on a form including the most recent market study, which must have been conducted by an independent certified general appraiser in the preceding three years; a list of units for which the exemption is sought; and the rent amount received for each unit.
- Require the designated entity to verify and certify the property as having met the requirements for the exemption, and notify unsuccessful applicants with the reasons for denial.
- Set out the requirements for each unit discussed above.
- Require the property owner to submit an application for exemption accompanied by certification to the property appraiser by March 1.
- Specify that such exemption only applies to taxes levied by the unit of government granting the exemption.
- Specify that the property may not receive such an exemption after the expiration of the ordinance granting the exemption.
- Identify the percentage of assessed value to be exempted, and whether such exemption applies to very-low-income, extremely-low-income, or both.
- Require that the deadline to submit an application and a list of certified properties be published on the local government's website.[57]

The ordinance must expire before the fourth January 1 after adoption; however, the local governing body may adopt a new ordinance renewing the exemption.[58]

If the property appraiser determines that such an exemption has been improperly granted within the last 10 years, the property appraiser must serve the owner with a notice of intent to record a tax lien. Such property will be subject to the taxes improperly exempted, plus a penalty of 50 percent and 15 percent annual interest. Penalty and interest amounts do not apply to exemptions erroneously granted due to clerical mistake or omission by the property appraiser.[59]

SAIL Program

The State Apartment Incentive Loan program (SAIL) is administered by FHFC and provides low-interest loans on a competitive basis to multifamily affordable housing developers.[60] These funds often serve to bridge the gap between the development's primary financing and the total cost of the development. SAIL program dollars are available for developers proposing to construct or substantially rehabilitate multifamily rental housing.[61]

At a minimum, developments financed by the SAIL program must set aside 20 percent of units for households at or below 50 percent of AMI, or if the development also receives Low Income Housing Tax Credits[62] (LIHTC), 40 percent of units for households up to 60 percent of AMI.[63] Loan interest rates are set at zero percent for those developments that maintain 80 percent of their occupancy for farmworkers, commercial fishing workers, or homeless people. The interest rates are set at one percent for all other developments. Generally, loans are issued for 15 years and cover approximately 25 to 35 percent of the total development cost.

SAIL program funding is distributed by FHFC through a competitive solicitation process.[64] Each year FHFC issues several requests for application, formal offers of funding that require aspirant developers to give FHFC detailed information related to the development. These requests for application vary by

[57] S. 196.1979(3), F.S.
[58] S. 196.1979(5), F.S.
[59] S. 196.1979(6), F.S.
[60] S. 420.5087, F.S.
[61] See Florida Housing Finance Corporation, State Apartment Incentive Loan, available at https://floridahousing.org/programs/developers-multifamily-programs/state-apartment-incentive-loan (last visited Feb. 20, 2023).
[62] Low Income Housing Tax Credits are a financial instrument administered by the Department of Housing and Urban Development that provide financing for low income housing developments. Credits are allocated to states on a per capita basis and state-level administration is performed by FHFC. Eligible developments are income-limited similarly to SAIL requirements.
[63] S. 420.5087(2), F.S.
[64] S. 420.5087(1), F.S.

geography and the needs of the community, based on a statewide market study.[65] Applications are then reviewed and scored by FHFC based on a number of criteria, and awards are made from the highest scoring applications.[66]

SAIL program funding operates as gap financing, which means it provides the last amount needed to secure a development's future. There are several sources of funding that an affordable housing development will take advantage:

- FHFC loans and grants, which result from state appropriations;
- Traditional financing through bank loans and bond issuance;
- Local government investment; Private funds directly raised or put forth by the developer; and LIHTC.

Housing credits are a type of financial instrument that are issued as tax credits through the LIHTC program.[67] After being allocated a certain amount of tax credits by the federal government based on population and need, FHFC allocates the funding to affordable housing developers. There are two types of credits:

- Nine percent credits, which are more valuable and limited. These are competitively bid and can typically fund two-thirds of a development's total cost.
- Four percent credits, which are not limited and considered "non-competitive." These typically fund one third of a development's total cost.

Section 420.50871, F.S., provides up to $150 million to the State Housing Trust Fund for use in the SAIL program. The section provides specific directions for the use of the funds including that FHFC must use 70 percent of the funds to issue competitive requests for application to finance projects that, among other uses, address urban infill,[68] including conversions of vacant, dilapidated, or functionally obsolete buildings or the use of underused commercial property.

Florida Hometown Hero Program

The Florida Hometown Hero Program is a homeownership assistance program administered by FHFC.[69] Under the program, eligible first-time homebuyers, servicemembers, or veterans may access zero-interest loans to reduce the amount of down payment and closing costs by a minimum of $10,000 to a maximum of 5 percent or $35,000, whichever is less.[70] Loans must be repaid when the property is sold, refinanced, rented, or transferred unless otherwise approved by FHFC. Repayments for loans made under this program must be retained within the program to make additional loans.[71]

Loans under the program are available to qualifying homebuyers seeking first mortgages whose family incomes do not exceed 150 percent of the state or local AMI, whichever is greater, and are employed full-time by a Florida-based employer.[72] The borrower must provide documentation of full-time employment, or full-time status for self-employed individuals, of 35 hours or more per week.

For Fiscal Year (FY) 2023-24, $100 million in nonrecurring funds was appropriated to FHFC to implement the Florida Hometown Hero Program.[73] FHFC obligated the full appropriation by August 22, 2023, assisting over 6,400 families and leveraging approximately $2 billion in first mortgages.[74]

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[65] Id., see also Fla. Admin. Code R. Ch. 67-60.
[66] For the full list of statutory criteria, see s. 420.5087(6)(c), F.S. Additional criteria and scoring mechanics can be set by FHFC.
[67] Florida Housing Finance Corporation, Housing Credits, available at https://www.floridahousing.org/programs/developers-multifamilyprograms/low-income-housing-tax-credits (last visited Feb.20, 2023).
[68] S. 613.3164, F.S., defines "Urban infill" as the development of vacant parcels in otherwise built-up areas where public facilities such as sewer systems, roads, schools, and recreation areas are already in place and the average residential density is at least five dwelling units per acre, the average nonresidential intensity is at least a floor area ratio of 1.0 and vacant, developable land does not constitute more than 10 percent of the area.
[69] Ch. 2013-17, s. 35, Laws of Fla., codified as s. 420.5096, F.S.
[70] S. 420.5096(2), F.S.
[71] S. 420.5096(5), F.S.
[72] S. 420.5096(3), F.S.
[73] Ch. 2013-17, s. 44, Laws of Fla.

Effect of Proposed Changes

Land Use for Affordable Housing Development

The bill requires a county or municipality to authorize multifamily and mixed-use residential as allowable uses on any site owned by a county or municipality, including any zoning district permitting commercial, industrial, or mixed uses. The bill further provides that affordable units in a development qualifying for the preemption of certain county and municipal zoning and land use decisions in targeted land use areas must be rental units.

The bill clarifies that the prohibition on restricting the density of qualifying development is based on the highest currently allowed density for residential development, not including the density of any building that has received a bonus, variance, or other special exception for density.

The bill prohibits local governments from restricting the intensity of a proposed development, as expressed in floor area ratio (FAR), below 150 percent of the highest currently allowed FAR under the county's land development regulations. The bill provides that the highest currently allowed FAR does not include the FAR of any building that has received a bonus, variance, or other special exception for FAR. For purposes of this prohibition, FAR includes floor lot ratio.

The bill clarifies that the prohibition on restricting the height of a qualifying development is based on the highest currently allowed height for a commercial or residential building located in the local government's jurisdiction within one mile of the proposed development or three stories, whichever is higher, not including the density of any building that has received a bonus, variance, or other special exception for density. The bill creates an exception to this prohibition for a proposed development that is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes. In those areas, the bill limits the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property, or three stories, whichever is higher. The bill defines "adjacent to" for the purpose of the exception as those properties sharing more than one point of a property line, but not including properties separated by a public road.

The bill provides that administrative approval of a proposed development does not require a public hearing or any other action by a quasi-judicial board or reviewing body. The bill further provides that a county or municipality may not restrict the maximum lot size of a proposed development below the highest currently allowed maximum lot size on any unincorporated land in the county or municipality where multifamily or mixed-use residential development is allowed under land development regulations.

The bill precludes a proposed development located within one-quarter mile of a military installation from being approved administratively, and requires counties and municipalities to publish on their website a policy containing procedures and expectations for the administrative approval of qualifying developments.

[74] *See* Florida Senate Committee on Community Affairs, *Presentation by the Florida Housing Finance Corporation on its implementation of the Live Local Act (SB 102 – 2023 Regular Session)*, Nov. 7, 2023, https://www.flsenate.gov/Committees/Show/CA/MeetingPacket/5940/10486_MeetingPacket_5940_2.pdf (last visited Jan. 24, 2024).

The bill modifies the parking reduction requirements for qualifying developments by requiring local governments to:

- Reduce parking requirements by at least 20 percent for developments within one-quarter mile of a transit stop as defined in the local government's land development code, and the transit stop is accessible from the development.
- Reduce parking requirements by at least 20 percent for developments within one-half mile of a "major transportation hub"[75] accessible from the proposed development and has alternative parking available within 600 feet. A county may not require that the available parking be sufficient to compensate for the reduction in parking requirements.
- Eliminate parking requirements for developments within a transit-oriented development or area, as recognized by the local government. The proposed development must be mixed-use residential and otherwise comply with the local government's regulations concerning transit-oriented development, except for use, height, density, FAR, and parking provided by this exception or otherwise agreed to by the local government and the developer.

The bill clarifies that these provisions do not limit a local government's ability to grant a bonus, variance, or other special exception for height, density, or FAR in addition to the required entitlements. The bill does not preclude a proposed development from receiving a bonus for height, density, or FAR pursuant to a local government's ordinance or regulation, provided the development meets the conditions to receive the bonus except for any conditions that conflict with this provision. If a proposed development qualifies for such bonus, the bonus must be administratively approved by the local government and no further action by the local governing body is required.

The bill provides that "commercial use" means activities associated with the sale, rental, or distribution of products or the sale or performance of services. The term includes, but is not limited to, retail, office, entertainment, and other for-profit business activities.

The bill provides that qualifying developments must be treated as a conforming use after expiration of the development's affordability period of at least 30 years and after the sunset of ss. 125.01055(7) and 166.04151(7), F.S., on October 1, 2033. However, if at any point during the development's affordability period the development violates the affordability requirement, the development must be allowed a reasonable time to cure such violation. If the violation is not cured within a reasonable time, the development must be treated as a nonconforming use.

The bill further provides that a county or municipality may not condition the consideration or approval of a development permit or development order application on the waiver, forbearance, or abandonment of any development right granted by this section. Any such waiver, forbearance, or abandonment is invalid.

The bill does not apply to proposed developments:

- Near a commercial service airport, as defined in s. 332.0075(1), F.S., or a runway within one-quarter of a mile laterally from the runway edge and within the area that is the width of one-quarter of a mile extending at right angles from the end of the runway for a distance of 10,000 feet;
- In any airport noise zone identified in a federal land use compatibility table or land-use zoning or airport noise regulation adopted by the local government; or
- That exceed the maximum height restrictions identified in a local government's airport zoning regulation.

The bill provides that an applicant for a proposed development who applied, gave written request, or notice of intent to utilize such provisions to the county or municipality and which has been received by the county or municipality before the effective date of the bill may notify the county or municipality by July 1, 2024, of its intent to proceed under the provisions of s. 125.01055(7), F.S., or s. 166.04151(7), as they existed at the time of submittal. A county or municipality must allow an applicant who submitted an application, written request, or notice of intent before the effective date of the bill the opportunity to

[75] The bill defines "major transportation hub" as any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

submit a revised application, written request, or notice of intent to account for the changes made by the bill.

Ad Valorem Tax Exemptions

The bill makes the following changes to the ad valorem tax exemption for newly constructed developments:

- Requires fewer units in developments located in the Florida Keys to be set aside for income-limited persons and families (10 instead of 70). This acknowledges the stricter land development regulations for that area as compared to the rest of the state.
- Clarifies that FHFC's duties are ministerial while property appraisers maintain the ultimate authority to grant exemptions.
- Outlines the method for property appraisers to determine values of exempted units in a manner that is similar to other exemptions in statute.

The bill also clarifies that the local option ad valorem exemption applies to 100 percent of the assessed value of each residential unit used to provide affordable housing and requires the property appraiser to include the preparation share of residential common areas, including land, to each unit when determining the value of the exemption. The bill also clarifies the duties of the property appraiser in determining when a property is eligible for the exemption.

The bill provides that the changes to the tax exemptions are intended to be remedial and clarifying in nature and apply retroactively to January 1, 2024.

SAIL Program

The bill provides the FHFC may not require that low-income housing tax credits under s 42 of the Internal Revenue Code or tax-exempt bond financing be a part of the funding structure for a Live Local Program project.

The bill provides the term "urban infill" has the same meaning as in s. 163.3164, F.S., and includes the development or redevelopment of mobile home parks and manufactured home communities that meet the urban infill criteria.

Florida Hometown Hero Program

The bill removes the requirement for borrowers to provide documentation to FHFC to prove their full-time employment or self-employment status equates to 35 hours or more per week. The bill also appropriates $100 million in nonrecurring funds from the General Revenue Fund to FHFC to implement the Florida Hometown Hero Program.

Florida Housing Finance Corporation

The bill authorizes FHFC to preclude sponsors and affiliates of sponsors from participating in programs for certain violations. The bill expands the list of violations to include:

- Being debarred from participation in federal housing programs by HUD.
- Being excluded from any federal procurement programs.
- Materially or repeatedly violating any condition imposed by FHFC in connection with the administration of its programs, including a land use restriction agreement, an extended use agreement, or any other financing or regulatory agreement with FHFC.

B. SECTION DIRECTORY:

Section 1: Amends s. 125.01055, F.S., relating to county affordable housing.

Section 2: Amends s. 166.04151, F.S., relating to municipal affordable housing.

Section 3: Grandfathers in certain applications.

Section 4: Amends s. 196.1978, F.S., relating to affordable housing property exemption.

Section 5: Amends s. 196.1979, F.S., relating to county and municipal affordable housing property exemption.

Section 6: Provides for applicability of changes to ss. 196.1978 and 196.1979, F.S.

Section 7: Amends s. 333.03, F.S., relating to airport zoning regulations.

Section 8: Amends s. 420.507, F.S., relating to powers of FHFC.

Section 9: Amends s. 420.50871, F.S., relating to the allocation of increased revenues for affordable housing.

Section 10 Amends s. 420.50872, F.S., relating to the Live Local Program.

Section 11: Amends s. 420.5096, F.S., relating to the Florida Hometown Hero Program.

Section 12: Amends s. 420.518, F.S., relating to preclusion from participating in FHFC programs.

Section 13: Provides an appropriation for FY 2024-25.

Section 14: Provides an effective date of upon becoming a law.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues:

   See Fiscal Comments.

2. Expenditures:

   The bill appropriates $100 million in nonrecurring funds from the General Revenue Fund to the Florida Housing Finance Corporation to implement the Florida Hometown Hero Program in the 2024-2025 fiscal year.

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues:

   See Fiscal Comments.

2. Expenditures:

   See Fiscal Comments.

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

With the funding of the Florida Hometown Hero Program, Floridians who are first-time homebuyers will have access to zero-interest loans to help pay for their down payment and closing costs.

D. FISCAL COMMENTS:

The Revenue Estimating Conference reviewed the portions of the bill related to the ad valorem tax exemption on newly constructed affordable housing developments, which lowers the minimum number of affordable units in a development from 70 units to 10 units in order to qualify for the exemption for

those projects located in an area of critical state concern and adopted a negative indeterminate estimate.

III. COMMENTS

A. CONSTITUTIONAL ISSUES:

1. Applicability of Municipality/County Mandates Provision:

The county/municipality mandates provision of Art. VII, s. 18 of the Florida Constitution may apply because this bill expands the eligibility for an ad valorem tax exemption on newly constructed affordable housing developments from 70 or more units to projects of 10 or more units located in an area of critical state concern. An exemption may apply if it is determined that the fiscal impact of the bill is insignificant. If the fiscal impact is not insignificant, then the bill must be approved by a two-thirds vote of the membership of each house to be binding.

2. Other:

None.

B. RULE-MAKING AUTHORITY:

FHFC will have to revise its rules to conform with the changes proposed by the bill; however, FHFC has sufficient rulemaking authority to do so and does not require any additional authority.

C. DRAFTING ISSUES OR OTHER COMMENTS:

None.

IV. AMENDMENTS/COMMITTEE SUBSTITUTE CHANGES

On February 7, 2024 the State Affairs Committee adopted a proposed committee substitute (PCS) and reported the bill favorably as a committee substitute. The PCS differs from the bill in that it:

- Retained current law allowing qualifying affordable housing developments to be constructed in industrial areas.
- Revised prohibitions on restricting the density, intensity, or height of a qualifying development to be measured against the buildings instead of developments.
- Prohibited local governments from restricting the intensity of a proposed development below 150 percent of the highest currently allowed FAR under the local government's land development regulations.
- Revised the prohibition on restricting the height of a qualifying development when the development is adjacent to a single-family residential use to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property, or three stories, whichever is higher.
- Required local governments to reduce parking requirements by at least 20 percent for developments meeting certain requirements and eliminate parking requirements for proposed mixed-use residential development in a transit-oriented development or area.
- Required a local government to administratively approve any bonus a development would qualify for under local regulations but for the provisions of the bill.
- Grandfathered in applicants for proposed developments under current law, but allowed those applicants to submit a revised application to account for changes made by the bill.

This analysis is drafted to the committee substitute as passed by the State Affairs Committee.

On February 20, 2024, the Appropriations Committee adopted one amendment with two adhering amendments to the bill, and reported the bill favorably as a committee substitute. The amendment:

- Requires a county or municipality to authorize multifamily and mixed-use residential as allowable uses on any site owned by a county or municipality, including any zoning district permitting commercial, industrial, or mixed uses.
- Provides that administrative approval of a proposed development does not require a public hearing or any other action by a quasi-judicial board or reviewing body.
- Reduces parking requirements by at least 20 percent for developments within one-quarter mile of a transit stop as defined in the local government's land development code, and the transit stop is accessible from the development.
- Provides that "commercial use" means activities associated with the sale, rental, or distribution of products or the sale or performance of services. The term includes, but is not limited to, retail, office, entertainment, and other for-profit business activities.
- Provides the Florida Housing Finance Corporation (FHFC) may not require that certain low-income housing tax credits or tax-exempt bond financing be a part of the funding structure for a Live Local Program project.
- Provides the term "urban infill" has the same meaning as in s. 163.3164, F.S., and includes the development or redevelopment of mobile home parks and manufactured home communities that meet the urban infill criteria.
- Provides the bill does not apply to proposed developments near a commercial service airport, as defined in s. 332.0075(1), F.S.

The analysis is drafted to the committee substitute as approved by the Appropriations Committee.

Florida lawmakers are currently revisiting and revising the Live Local Act (the "Act"), Fla. Stat. §§ 125.01055, 166.04151 (2023), which was enacted last year to address Florida's growing affordable housing crisis. The Act's core goal is to increase the availability of affordable housing by removing or reducing alleged bureaucratic barriers that local governments impose on affordable housing projects by incentivizing private development. Issues raised over its application during its first year in action have prompted the Legislature to consider amendments to the Act to more narrowly tailor its focus on housing affordability in Florida while adding clarity to its impacts on local governments.

As of this writing, companion bills containing the proposed changes are making their way through the state House (HB1239) was heard and passed yesterday (see attached staff analysis) and CS/CS/SB328—as amended—has unanimously passed its Senate committees and the Senate floor on February 7, 2024, where it was immediately certified SJ 308 and is in House Messages. Its House companion, HB1239, as forementioned, passed yesterday, which suggests that the House is largely deferring to the Senate to take the lead. The proposal is a priority of current Senate President Kathleen Passidomo, a real estate attorney.
The proposed legislation may undergo more changes before passage and is subject to the Governor's approval. The 2024 legislative session concludes on March 8, 2024.

The following is current law that was enacted last year:

Effective July 1, 2023, the Act preempts local governments' land use related powers regarding affordable housing developments in several ways. For example, the Act:

1. Expressly preempts any law, local ordinance or regulation that conditions a multifamily or mixed-use residential development on obtaining a zoning or land use change by requiring that a local government "must authorize multifamily and mixed-use residential" developments "if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. . . *a [local government] may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities* authorized under this subsection";
2. Allows developers to take advantage of the maximum density requirements located *anywhere* in the local government's jurisdiction and allowed under its land development regulations;
3. Preempts building height restrictions by allowing an applicant to match the height of the tallest currently allowed commercial or residential building within 1 mile of the proposed development, or 3 stories, whichever is higher;
4. Requires the local government to administratively approve any development that meets the Act's requirements without the need for additional approvals if the development satisfies the municipality's land development regulations;
5. Relaxes parking requirements based on the proposed development's proximity to transit stops; and

6. Grants ad valorem tax exemptions provided that a specified percentage of the residential units in a proposed development are affordable to individuals earning up to 120% of the local area median income.

§§ 125.01055(7)(a)-(e); 166.04151(7)(a)-(e); 196.1978(3)(d)1., Fla. Stat. (2023).

The proposed legislation comes on the heels of some local government pushback to the Act—including threatened lawsuits by Pasco County against developers hoping to use the Act to develop workforce housing on job-creating sites zoned for commercial and industrial uses. These amendments seek to provide greater clarity on key features of the Act as well as modifying some of the Act's parameters to accomplish its overall goals without cutting too deeply into the tax coffers of local governments. The proposed amendments expand the Act's applicability in some ways, while restricting it in others.

CS/CS/SB328 expands the Act and further preempts local governments in the following ways:

1. A local government may not restrict floor area ratios ("FAR") below the highest currently allowed FAR on land anywhere within the local government's jurisdiction;
2. Allows local governments to grant additional bonuses, variances, conditional uses, or other special exceptions under their own regulations;
3. Creates a new ad valorem tax exemption benefit for "newly constructed" multifamily projects in areas of "critical state concern" with more than 10 income qualifying units, whereas more than 70 units are required to qualify in other areas; and

4. Grandfathers developments built under the Act as conforming uses after the 30-year affordability period expires and allows a reasonable time to cure violations of the affordability conditions before being treated as a nonconforming use.

THEN ON JANUARY 21 CS/CS SB 328 was heard in committee. CS/CS/SB328 restricts the Act's applicability in the following ways:

1. Specifies that prohibitions on density and FAR restrictions are based on "currently" allowed maximums in the local government where residential development is allowed "under the [local government's] land development regulations"; and
2. Protects single-family residences by providing that the maximum height near a single-family home development of at least 25 contiguous homes by capping building height at 150% of the tallest building within ¼ mile or 3 stories, whichever is higher.

In addition to modifying the Act's reach, the proposed amendments also seek to clarify potentially ambiguous provisions as it:

1. Provides that if a development in the jurisdiction already meets the Act's requirements or the requirements of other bonus, variance, or other special exception for density or FAR as provided by the local government as an incentive for development, those are not the "currently allowed" maximums a developer is entitled to under the Act. In other words, if the maximum density in the local jurisdiction (without bonuses) is 200 units per acre, but density bonuses elsewhere in the local

code allow up to 250 units per acre, application of the Act entitles the development to 200, not 250, units per acre;

2. Requires that the "at least 40 percent of the residential units in a proposed multifamily rental development" which must be affordable for at least 30 years, must be *rental* units;
3. Exempts proposed developments within ¼ mile of military installations from the requirement for administrative approval under the Act;
4. Requires that the local government publish its procedures for administrative approval on its website;
5. Reduces parking requirements based on proximity to transit stops according to several categories. First, a local government "must *consider*" reducing parking requirements for developments within ¼ mile of a transit stop. Next, the locality "must *reduce*" parking requirements by 20% if the development is within ½ mile of a "major" transportation hub (transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options) and the major hub accessible from pedestrian friendly infrastructure or has parking available within 600 feet of the proposed development which is available for use by residents of the proposed development. Finally, the local government "must *eliminate*" parking requirements if the development is mixed-use residential and located within a "transit-oriented development" area;
6. Requires determination of the value of a unit for property tax exemption to consider the proportionate share of the residential common areas and the land fairly attributable to that unit; and
7. Sets the date for exemption determinations retroactively to January 1, 2024.

Among the arguments by local governments opposing the Act's incentives were concerns about the constitutionality of the Act's reduction of local government's authority to levy ad valorem taxes. Under Section 18(b), Article VII of the Florida Constitution, a material negative impact on such taxes would require each chamber to approve the legislation by a two-thirds vote. Art. VII, sec. 18(b), Fla. Const. The Senate Staff analysis has flagged this issue, noting that the two-thirds mandate does not apply to laws having an "insignificant impact," which for "Fiscal Year 2024-2025 is forecast at approximately $2.3 million." *Bill Analysis and Fiscal Impact Statement*, CS/CS/SB328, 2024 Leg., Comm. Fiscal Policy, 2/2/24 (Fla. 2024). Pending review by the Revenue Estimating Conference as to whether the reduction of required affordable housing units from 70 to 10 could trigger application of Article VII Section 18(b), the two-thirds vote issue could be an open question as the bills move through the legislature.

Please see the following Staff Analysis for most current amended provisions. Senate immediately certified bill to SJ 308 and is now in House Messages.

A bill to be entitled

An act relating to affordable housing; amending ss. 125.01055 and 166.04151, F.S.; clarifying application; prohibiting counties and municipalities, respectively, from restricting the floor area ratio of certain proposed developments under certain circumstances; providing that the density, floor area ratio, or height of certain developments, bonuses, variances, or other special exceptions are not included in the calculation of the currently allowed density, floor area ratio, or height by counties and municipalities, respectively; authorizing counties and municipalities, respectively, to restrict the height of proposed developments under certain circumstances; prohibiting the administrative approval by counties and municipalities, respectively, of a proposed development within a specified proximity to a military installation; requiring counties and municipalities, respectively, to maintain a certain policy on their websites; requiring counties and municipalities, respectively, to consider reducing parking requirements under certain circumstances; requiring counties and municipalities, respectively, to reduce or eliminate parking requirements for certain proposed mixed-use developments that meet certain requirements; providing certain requirements for developments located within a transit-oriented development or area; defining the term “major transportation hub”; making technical changes; providing requirements for

developments authorized located within a transit-oriented development or area; clarifying that a county or municipality, respectively, is not precluded from granting additional exceptions; clarifying that a proposed development is not precluded from receiving a bonus for density, height, or floor area ratio if specified conditions are satisfied; requiring that such bonuses be administratively approved by counties and municipalities, respectively; revising applicability; authorizing that specified developments be treated as a conforming use under certain circumstances; authorizing that specified developments be treated as a nonconforming use under certain circumstances; authorizing applicants for certain proposed developments to notify a county or municipality, as applicable, of their intent to proceed under certain provisions; requiring counties and municipalities to allow certain applicants to submit a revised application, written request, or notice of intent; amending s. 196.1978, F.S.; revising the definition of the term “newly constructed”; revising conditions for when multifamily projects are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption; making technical changes; requiring property appraisers to make certain exemptions from ad valorem property taxes; providing the method for determining the value of a unit for certain purposes; requiring property appraisers to review certain

applications and make certain determinations; authorizing property appraisers to request and review additional information; authorizing property appraisers to grant exemptions only under certain conditions; revising requirements for property owners seeking a certification notice from the Florida Housing Finance Corporation; providing that a certain determination by the corporation does not constitute an exemption; revising eligibility; conforming provisions to changes made by the act; amending s. 196.1979, F.S.; revising the value to which a certain ad valorem property tax exemption applies; revising a condition of eligibility for vacant residential units to qualify for a certain ad valorem property tax exemption; making technical changes; revising the deadline for an application for exemption; revising deadlines by which boards and governing bodies must deliver to or notify the Department of Revenue of the adoption, repeal, or expiration of certain ordinances; requiring property appraisers to review certain applications and make certain determinations; authorizing property appraisers to request and review additional information; authorizing property appraisers to grant exemptions only under certain conditions; providing the method for determining the value of a unit for certain purposes; providing for retroactive application; amending s. 333.03, F.S.; excluding certain proposed developments from specified airport zoning provisions; amending s. 420.507, F.S.;

revising the enumerated powers of the corporation; amending s. 420.5096, F.S.; making technical changes; amending s. 420.518, F.S.; specifying conditions under which the corporation may preclude applicants from corporation programs; providing an appropriation; providing an effective date.

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

Section 1. Subsection (7) of section 125.01055, Florida Statutes, is amended, and subsection (8) is added to that section, to read:

125.01055 Affordable housing.—

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily ~~rental~~ development are <u>rental units that</u>, for a period of at least 30 years, <u>are</u> affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest

currently allowed density on any unincorporated land in the county where residential development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the county's land development regulations as an incentive for development.

(c) A county may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed floor area ratio on any unincorporated land in the county where development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the county's land development regulations as an incentive for development. For purposes of this subsection, the term floor area ratio includes floor lot ratio.

(d)1.~~(c)~~ A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential building ~~development~~ located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that

met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the county's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a single-family residential development with at least 25 contiguous single-family homes, the county may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property provided in the county's land development regulations, or 3 stories, whichever is higher. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

(e) ~~(d)~~ A proposed development authorized under this subsection must be administratively approved and no further action by the board of county commissioners is required if the development satisfies the county's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each county shall maintain on its

website a policy containing procedures and expectations for administrative approval pursuant to this subsection.

(f)1.~~(e)~~ A county must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-quarter ~~one-half~~ mile of a ~~major~~ transit stop, as defined in the county's land development code, and the ~~major~~ transit stop is accessible from the development.

2. A county must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:

a. Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; and

b. Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a county may not require that the available parking compensate for the reduction in parking requirements.

3. A county must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the county as a transit-oriented development or area, as provided in paragraph (h).

4. For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a

mix of other transportation options.

(g) ~~(f)~~ For proposed multifamily developments in an unincorporated area zoned for commercial or industrial use which is within the boundaries of a multicounty independent special district that was created to provide municipal services and is not authorized to levy ad valorem taxes, and less than 20 percent of the land area within such district is designated for commercial or industrial use, a county must authorize, as provided in this subsection, such development only if the development is mixed-use residential.

(h) A proposed development authorized under this subsection which is located within a transit-oriented development or area, as recognized by the county, must be mixed-use residential and otherwise comply with requirements of the county's regulations applicable to the transit-oriented development or area except for use, height, density, floor area ratio, and parking as provided in this subsection or as otherwise agreed to by the county and the applicant for the development.

(i) ~~(g)~~ Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(j)1. Nothing in this subsection precludes a county from granting a bonus, variance, conditional use, or other special exception for height, density, or floor area ratio in addition to the height, density, and floor area ratio requirements in this subsection.

2. Nothing in this subsection precludes a proposed development authorized under this subsection from receiving a bonus for density, height, or floor area ratio pursuant to an

ordinance or regulation of the jurisdiction where the proposed development is located if the proposed development satisfies the conditions to receive the bonus except for any condition which conflicts with this subsection. If a proposed development qualifies for such bonus, the bonus must be administratively approved by the county and no further action by the board of county commissioners is required.

(k) ~~(h)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(l) ~~(i)~~ This subsection expires October 1, 2033.

(8) Any development authorized under paragraph (7)(a) must be treated as a conforming use even after the expiration of subsection (7) and the development's affordability period as provided in paragraph (7)(a), notwithstanding the county's comprehensive plan, future land use designation, or zoning. If at any point during the development's affordability period the development violates the affordability period requirement provided in paragraph (7)(a), the development must be allowed a reasonable time to cure such violation. If the violation is not cured within a reasonable time, the development must be treated as a nonconforming use.

Section 2. Subsection (7) of section 166.04151, Florida Statutes, is amended, and subsection (8) is added to that section, to read:

166.04151 Affordable housing.—

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for

commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily ~~rental~~ development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed density on any land in the municipality where residential development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the municipality's land development regulations as an incentive for development.

(c) A municipality may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed floor area ratio on any land in the municipality where development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area

ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the municipality's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio.

(d)1. ~~(c)~~ A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential building ~~development~~ located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the municipality's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the municipality may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property provided in the municipality's land development regulations, or 3 stories, whichever is higher. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

include properties separated by a public road.

(e) ~~(d)~~ A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each municipality shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection.

(f)1. ~~(e)~~ A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-quarter ~~one-half~~ mile of a ~~major~~ transit stop, as defined in the municipality's land development code, and the ~~major~~ transit stop is accessible from the development.

2. A municipality must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:

a. Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or

other multimodal design features.

b. Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a municipality may not require that the available parking compensate for the reduction in parking requirements.

3. A municipality must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the municipality as a transit-oriented development or area, as provided in paragraph (h).

4. For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(g) ~~(f)~~ A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential.

(h) A proposed development authorized under this subsection which is located within a transit-oriented development or area, as recognized by the municipality, must be mixed-use residential and otherwise comply with requirements of the municipality's regulations applicable to the transit-oriented development or area except for use, height, density, floor area ratio, and parking as provided in this subsection or as otherwise agreed to

by the municipality and the applicant for the development.

(i) ~~(g)~~ Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(j)1. Nothing in this subsection precludes a municipality from granting a bonus, variance, conditional use, or other special exception to height, density, or floor area ratio in addition to the height, density, and floor area ratio requirements in this subsection.

2. Nothing in this subsection precludes a proposed development authorized under this subsection from receiving a bonus for density, height, or floor area ratio pursuant to an ordinance or regulation of the jurisdiction where the proposed development is located if the proposed development satisfies the conditions to receive the bonus except for any condition which conflicts with this subsection. If a proposed development qualifies for such bonus, the bonus must be administratively approved by the municipality and no further action by the governing body of the municipality is required.

(k) ~~(h)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(l) ~~(i)~~ This subsection expires October 1, 2033.

(8) Any development authorized under paragraph (7)(a) must be treated as a conforming use even after the expiration of subsection (7) and the development's affordability period as provided in paragraph (7)(a), notwithstanding the municipality's comprehensive plan, future land use designation, or zoning. If

at any point during the development's affordability period the development violates the affordability period requirement provided in paragraph (7)(a), the development must be allowed a reasonable time to cure such violation. If the violation is not cured within a reasonable time, the development must be treated as a nonconforming use.

Section 3. An applicant for a proposed development authorized under s. 125.01055(7) or s. 166.04151(7), Florida Statutes, who submitted an application, written request, or notice of intent to utilize such provisions to the county or municipality and which has been received by the county or municipality, as applicable, before the effective date of this act may notify the county or municipality by July 1, 2024, of its intent to proceed under the provisions of s. 125.01055(7) or s. 166.04151(7), Florida Statutes, as they existed at the time of submittal. A county or municipality shall allow an applicant who submitted such application, written request, or notice of intent before the effective date of this act the opportunity to submit a revised application, written request, or notice of intent to account for the changes made by this act.

Section 4. Subsection (3) of section 196.1978, Florida Statutes, is amended to read:

196.1978 Affordable housing property exemption.—

(3)(a) As used in this subsection, the term:

1. "Corporation" means the Florida Housing Finance Corporation.

2. "Newly constructed" means an improvement to real property which was substantially completed within 5 years before the date of an applicant's first submission of a request for a

436 certification notice ~~or an application for an exemption~~ pursuant
437 to this subsection ~~section, whichever is earlier~~.
438 3. "Substantially completed" has the same meaning as in s.
439 192.042(1).
440 (b) Notwithstanding ss. 196.195 and 196.196, portions of
441 property in a multifamily project are considered property used
442 for a charitable purpose and are eligible to receive an ad
443 valorem property tax exemption if such portions meet all of the
444 following conditions:
445 1. Provide affordable housing to natural persons or
446 families meeting the income limitations provided in paragraph
447 (d).~~;~~
448 2.a. Are within a newly constructed multifamily project
449 that contains more than 70 units dedicated to housing natural
450 persons or families meeting the income limitations provided in
451 paragraph (d); or
452 b. Are within a newly constructed multifamily project in an
453 area of critical state concern, as designated by s. 380.0552 or
454 chapter 28-36, Florida Administrative Code, which contains more
455 than 10 units dedicated to housing natural persons or families
456 meeting the income limitations provided in paragraph (d). ~~and~~
457 3. Are rented for an amount that does not exceed the amount
458 as specified by the most recent multifamily rental programs
459 income and rent limit chart posted by the corporation and
460 derived from the Multifamily Tax Subsidy Projects Income Limits
461 published by the United States Department of Housing and Urban
462 Development or 90 percent of the fair market value rent as
463 determined by a rental market study meeting the requirements of
464 paragraph (l) ~~(m)~~, whichever is less.

(c) If a unit that in the previous year received ~~qualified for~~ the exemption under this subsection and was occupied by a tenant is vacant on January 1, the vacant unit is eligible for the exemption if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this subsection and a reasonable effort is made to lease the unit to eligible persons or families.

(d)1. The property appraiser shall exempt:

a. Seventy-five percent of the assessed value of the units in multifamily projects that meet the requirements of this subsection and are ~~Qualified property~~ used to house natural persons or families whose annual household income is greater than 80 percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides; and~~, must receive an ad valorem property tax exemption of 75 percent of the assessed value.~~

b.~~2.~~ From ad valorem property taxes the units in multifamily projects that meet the requirements of this subsection and are ~~Qualified property~~ used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides~~, is exempt from ad valorem property taxes~~.

2. When determining the value of a unit for purposes of applying an exemption pursuant to this paragraph, the property

494 appraiser must include in such valuation the proportionate share
495 of the residential common areas, including the land, fairly
496 attributable to such unit.
497 (e) To be eligible to receive an exemption under this
498 subsection, a property owner must submit an application on a
499 form prescribed by the department by March 1 for the exemption,
500 accompanied by a certification notice from the corporation to
501 the property appraiser. The property appraiser shall review the
502 application and determine whether the applicant meets all of the
503 requirements of this subsection and is entitled to an exemption.
504 A property appraiser may request and review additional
505 information necessary to make such determination. A property
506 appraiser may grant an exemption only for a property for which
507 the corporation has issued a certification notice and which the
508 property appraiser determines is entitled to an exemption.
509 (f) To receive a certification notice, a property owner
510 must submit a request to the corporation ~~for certification~~ on a
511 form provided by the corporation which includes all of the
512 following:
513 1. The most recently completed rental market study meeting
514 the requirements of paragraph (l) ~~(m)~~.
515 2. A list of the units for which the property owner seeks
516 an exemption.
517 3. The rent amount received by the property owner for each
518 unit for which the property owner seeks an exemption. If a unit
519 is vacant and qualifies for an exemption under paragraph (c),
520 the property owner must provide evidence of the published rent
521 amount for each vacant unit.
522 4. A sworn statement, under penalty of perjury, from the

applicant restricting the property for a period of not less than 3 years to housing persons or families who meet the income limitations under this subsection.

(g) The corporation shall review the request for a certification notice and certify whether a property ~~that~~ meets the ~~eligibility~~ criteria of paragraphs (b) and (c) ~~this subsection~~. A determination by the corporation regarding a request for a certification notice does not constitute a grant of an exemption pursuant to this subsection or final agency action pursuant to chapter 120.

1. If the corporation determines that the property meets the ~~eligibility~~ criteria ~~for an exemption under this subsection~~, the corporation must send a certification notice to the property owner and the property appraiser.

2. If the corporation determines that the property does not meet the ~~eligibility~~ criteria, the corporation must notify the property owner and include the reasons for such determination.

(h) The corporation shall post on its website the deadline to submit a request for a certification notice. The deadline must allow adequate time for a property owner to submit a timely application for exemption to the property appraiser.

(i) ~~The property appraiser shall review the application and determine if the applicant is entitled to an exemption. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice.~~

~~(j)~~ If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a

552 notice of intent to record in the public records of the county a
553 notice of tax lien against any property owned by that person in
554 the county, and that property must be identified in the notice
555 of tax lien. Any property owned by the taxpayer and situated in
556 this state is subject to the taxes exempted by the improper
557 exemption, plus a penalty of 50 percent of the unpaid taxes for
558 each year and interest at a rate of 15 percent per annum. If an
559 exemption is improperly granted as a result of a clerical
560 mistake or an omission by the property appraiser, the property
561 owner improperly receiving the exemption may not be assessed a
562 penalty or interest.
563 (j) ~~(k)~~ Units subject to an agreement with the corporation
564 pursuant to chapter 420 recorded in the official records of the
565 county in which the property is located to provide housing to
566 natural persons or families meeting the extremely-low-income,
567 very-low-income, or low-income limits specified in s. 420.0004
568 are not eligible for this exemption.
569 (k) ~~(l)~~ Property receiving an exemption pursuant to s.
570 196.1979 or units used as a transient public lodging
571 establishment as defined in s. 509.013 are ~~is~~ not eligible for
572 this exemption.
573 (l) ~~(m)~~ A rental market study submitted as required by
574 subparagraph (f)1. ~~paragraph (f)~~ must identify the fair market
575 value rent of each unit for which a property owner seeks an
576 exemption. Only a certified general appraiser as defined in s.
577 475.611 may issue a rental market study. The certified general
578 appraiser must be independent of the property owner who requests
579 the rental market study. In preparing the rental market study, a
580 certified general appraiser shall comply with the standards of

581 professional practice pursuant to part II of chapter 475 and use
582 comparable property within the same geographic area and of the
583 same type as the property for which the exemption is sought. A
584 rental market study must have been completed within 3 years
585 before submission of the application.
586 (m) ~~(n)~~ The corporation may adopt rules to implement this
587 section.
588 (n) ~~(o)~~ This subsection first applies to the 2024 tax roll
589 and is repealed December 31, 2059.
590 Section 5. Present subsections (6) and (7) of section
591 196.1979, Florida Statutes, are redesignated as subsections (8)
592 and (9), respectively, new subsections (6) and (7) are added to
593 that section, and paragraph (b) of subsection (1), subsection
594 (2), paragraphs (d), (f), and (l) of subsection (3), and
595 subsection (5) of that section are amended, to read:
596 196.1979 County and municipal affordable housing property
597 exemption.—
598 (1)
599 (b) Qualified property may receive an ad valorem property
600 tax exemption of:
601 1. Up to 75 percent of the assessed value of each
602 residential unit used to provide affordable housing if fewer
603 than 100 percent of the multifamily project’s residential units
604 are used to provide affordable housing meeting the requirements
605 of this section.
606 2. Up to 100 percent of the assessed value of each
607 residential unit used to provide affordable housing if 100
608 percent of the multifamily project’s residential units are used
609 to provide affordable housing meeting the requirements of this

section.

(2) If a residential unit that in the previous year received ~~qualified for~~ the exemption under this section and was occupied by a tenant is vacant on January 1, the vacant unit may qualify for the exemption under this section if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this section and a reasonable effort is made to lease the unit to eligible persons or families.

(3) An ordinance granting the exemption authorized by this section must:

(d) Require the local entity to verify and certify property that meets the requirements of the ordinance as qualified property and forward the certification to the property owner and the property appraiser. If the local entity denies the application for certification ~~exemption~~, it must notify the applicant and include reasons for the denial.

(f) Require the property owner to submit an application for exemption, on a form prescribed by the department, accompanied by the certification of qualified property, to the property appraiser no later than the deadline specified in s. 196.011 ~~March 1~~.

(l) Require the county or municipality to post on its website a list of ~~certified~~ properties receiving the exemption for the purpose of facilitating access to affordable housing.

(5) An ordinance adopted under this section must expire before the fourth January 1 after adoption; however, the board of county commissioners or the governing body of the municipality may adopt a new ordinance to renew the exemption.

The board of county commissioners or the governing body of the municipality shall deliver a copy of an ordinance adopted under this section to the department and the property appraiser within 10 days after its adoption, but no later than January 1 of the year such exemption will take effect. If the ordinance expires or is repealed, the board of county commissioners or the governing body of the municipality must notify the department and the property appraiser within 10 days after its expiration or repeal, but no later than January 1 of the year the repeal or expiration of such exemption will take effect.

(6) The property appraiser shall review each application for exemption and determine whether the applicant meets all of the requirements of this section and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination. A property appraiser may grant an exemption only for a property for which the local entity has certified as qualified property and which the property appraiser determines is entitled to an exemption.

(7) When determining the value of a unit for purposes of applying an exemption pursuant to this section, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such unit.

Section 6. The amendments made by this act to ss. 196.1978 and 196.1979, Florida Statutes, are intended to be remedial and clarifying in nature and apply retroactively to January 1, 2024.

Section 7. Present subsection (5) of section 333.03, Florida Statutes, is redesignated as subsection (6), and a new

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

subsection (5) is added to that section, to read:

333.03 Requirement to adopt airport zoning regulations.—

(5) Sections 125.01055(7) and 166.04151(7) do not apply to any of the following:

(a) A proposed development near a runway within one-quarter of a mile laterally from the runway edge and within an area that is the width of one-quarter of a mile extending at right angles from the end of the runway for a distance of 10,000 feet of any existing airport runway or planned airport runway identified in the local government's airport master plan.

(b) A proposed development within any airport noise zone identified in the federal land use compatibility table or in a land-use zoning or airport noise regulation adopted by the local government.

(c) A proposed development that exceeds maximum height restrictions identified in the political subdivision's airport zoning regulation adopted pursuant to this section.

Section 8. Subsection (35) of section 420.507, Florida Statutes, is amended to read:

420.507 Powers of the corporation.—The corporation shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers which are in addition to all other powers granted by other provisions of this part:

(35) To preclude any applicant, sponsor, or affiliate of an applicant or sponsor from further participation in any of the corporation's programs as provided in s. 420.518~~, any applicant or affiliate of an applicant which has made a material misrepresentation or engaged in fraudulent actions in connection~~

697 ~~with any application for a corporation program~~.
698 Section 9. Subsection (3) of section 420.5096, Florida
699 Statutes, is amended to read:
700 420.5096 Florida Hometown Hero Program.—
701 (3) For loans made available pursuant to s.
702 420.507(23)(a)1. or 2., the corporation may underwrite and make
703 those mortgage loans through the program to persons or families
704 who have household incomes that do not exceed 150 percent of the
705 state median income or local median income, whichever is
706 greater. A borrower must be seeking to purchase a home as a
707 primary residence; must be a first-time homebuyer and a Florida
708 resident; and must be employed full-time by a Florida-based
709 employer. The borrower must provide documentation of full-time
710 employment~~,~~ or full-time status for self-employed individuals~~,~~
711 ~~of 35 hours or more per week~~. The requirement to be a first-time
712 homebuyer does not apply to a borrower who is an active duty
713 servicemember of a branch of the armed forces or the Florida
714 National Guard, as defined in s. 250.01, or a veteran.
715 Section 10. Section 420.518, Florida Statutes, is amended
716 to read:
717 420.518 Preclusion from participation in corporation
718 programs ~~Fraudulent or material misrepresentation~~.—
719 (1) An applicant, a sponsor, or an affiliate of an
720 applicant or a sponsor may be precluded from participation in
721 any corporation program if the applicant or affiliate of the
722 applicant has:
723 (a) Made a material misrepresentation or engaged in
724 fraudulent actions in connection with any corporation program.
725 (b) Been convicted or found guilty of, or entered a plea of

726 guilty or nolo contendere to, regardless of adjudication, a
727 crime in any jurisdiction which directly relates to the
728 financing, construction, or management of affordable housing or
729 the fraudulent procurement of state or federal funds. The record
730 of a conviction certified or authenticated in such form as to be
731 admissible in evidence under the laws of the state shall be
732 admissible as prima facie evidence of such guilt.
733 (c) Been excluded from any federal funding program related
734 to the provision of housing, including debarment from
735 participation in federal housing programs by the United States
736 Department of Housing and Urban Development.
737 (d) Been excluded from any federal or Florida procurement
738 programs.
739 (e) Offered or given consideration, other than the
740 consideration to provide affordable housing, with respect to a
741 local contribution.
742 (f) Demonstrated a pattern of noncompliance and a failure
743 to correct any such noncompliance after notice from the
744 corporation in the construction, operation, or management of one
745 or more developments funded through a corporation program.
746 (g) Materially or repeatedly violated any condition imposed
747 by the corporation in connection with the administration of a
748 corporation program, including a land use restriction agreement,
749 an extended use agreement, or any other financing or regulatory
750 agreement with the corporation.
751 (2) Upon a determination by the board of directors of the
752 corporation that an applicant or affiliate of the applicant be
753 precluded from participation in any corporation program, the
754 board may issue an order taking any or all of the following

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

actions:

(a) Preclude such applicant or affiliate from applying for funding from any corporation program for a specified period. The period may be a specified period of time or permanent in nature. With regard to establishing the duration, the board shall consider the facts and circumstances, inclusive of the compliance history of the applicant or affiliate of the applicant, the type of action under subsection (1), and the degree of harm to the corporation's programs that has been or may be done.

(b) Revoke any funding previously awarded by the corporation for any development for which construction or rehabilitation has not commenced.

(3) Before any order issued under this section can be final, an administrative complaint must be served on the applicant, affiliate of the applicant, or its registered agent that provides notification of findings of the board, the intended action, and the opportunity to request a proceeding pursuant to ss. 120.569 and 120.57.

(4) Any funding, allocation of federal housing credits, credit underwriting procedures, or application review for any development for which construction or rehabilitation has not commenced may be suspended by the corporation upon the service of an administrative complaint on the applicant, affiliate of the applicant, or its registered agent. The suspension shall be effective from the date the administrative complaint is served until an order issued by the corporation in regard to that complaint becomes final.

Section 11. <u>For the 2024-2025 fiscal year, from the funds</u>

784 received and deposited into the General Revenue Fund from the
785 state's allocation from the federal Coronavirus State Fiscal
786 Recovery Fund created under the American Rescue Plan Act of
787 2021, Pub. L. No. 117-2, the sum of $100 million in nonrecurring
788 funds is appropriated to the State Housing Trust Fund for use by
789 the Florida Housing Finance Corporation to implement the Florida
790 Hometown Hero Program established in s. 420.5096, Florida
791 Statutes.
792 Section 12. This act shall take effect upon becoming a law.

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Fiscal Policy

BILL: CS/CS/SB 328

INTRODUCER: Fiscal Policy Committee; Community Affairs Committee; and Senator Calatayud and others

SUBJECT: Affordable Housing

DATE: February 2, 2024 REVISED:

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hunter	Ryon	CA	**Fav/CS**
2.	Hunter	Yeatman	FP	**Fav/CS**

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/CS/SB 328 amends various provisions of the Live Local Act (act), passed during the 2023 Regular Session, which made substantial changes and additions to affordable housing related programs and policies at both the state and local level.

As it pertains to the act's preemption of certain local zoning and land use regulations to expedite the development of affordable housing, the bill:

- Preempts a local government's "floor area ratio" for qualifying developments.
- Modifies the height preemption provisions to address situations where a qualifying development is adjacent to single family parcels.
- Prohibits qualifying developments within one-quarter mile of a military installation from utilizing the act's administrative approval process and exempts certain airport impacted areas from the act's provisions.
- Clarifies that a local government's "currently allowed" density, height, and floor area ratio does not include any bonuses, variances, or other special exceptions provided in their regulations.
- Requires developments authorized under the act to be treated as a conforming use even after expiration of the development's affordability period and after the expiration of the applicable statutes.
- Modifies parking reduction requirements for qualifying developments located near certain transportation facilities.

- Requires local governments to publish on its website a policy containing procedures and expectations for the administrative approval of qualifying developments.
- Clarifies that only the affordable units in a qualifying development must be rental units.
- Requires a qualifying development within a transit-oriented development or area to be mixed-use residential.
- Clarifies provisions concerning local government bonuses for height, density, and floor area ratio for qualifying developments.

As it pertains to the act's ad valorem tax exemptions for newly constructed multifamily developments, the bill makes the following changes:

- Requires 10 units, rather than 70 units, to be set aside for income-limited persons and families in Florida Keys to qualify for the exemption.
- Clarifies that the Florida Housing Finance Corporation's (FHFC) duties are ministerial in certifying eligibility for exemption, while local property appraisers maintain authority to grant tax exemptions.
- Outlines the method for property appraisers to determine values of tax exempt units.

The bill also aligns certain .provisions of the local option property tax exemption with the exemption for newly constructed developments for consist application of the law.

Finally, the bill appropriates $100 million in non-recurring funds from the General Revenue Fund to the FHFC to administer the Florida Hometown Hero Program and makes one programmatic change, and expands the authority for the FHFC to preclude developers from participating in its programs for certain violations.

The bill takes effect upon becoming a law.

II. Present Situation:

Affordable Housing

One major goal at all levels of government is to ensure that citizens have access to affordable housing. Housing is considered affordable when it costs less than 30 percent of a family's gross income. A family paying more than 30 percent of its income for housing is considered "cost burdened," while those paying more than 50 percent are considered "extremely cost burdened."

What makes housing "affordable" is a decrease in monthly rent so that income eligible households can pay less for the housing than it would otherwise cost at "market rate."[1] Lower monthly rent payment is a result of affordable housing financing that comes with an enforceable agreement from the developer to restrict the rent that can be charged based on the size of the household and the number of bedrooms in the unit.[2] The financing of affordable housing is made possible through government programs such as the federal Low-Income Housing Tax Credit Program and the Florida's State Apartment Incentive Loan program.[3]

[1] The Florida Housing Coalition, *Affordable Housing in Florida*, p. 3, available at: https://flhousing.org/wp-content/uploads/2022/07/Affordable-Housing-in-Florida.pdf (last visited Jan. 6, 2024).
[2] *Id.*
[3] *Id.*

Resident eligibility for Florida's state and federally funded housing programs is typically governed by area median income (AMI) levels. These levels are published annually by the U.S. Department of Housing and Urban Development for every county and metropolitan area.[4] Florida Statutes categorizes the levels of household income as follows:

- Extremely low income – households at or below 30% AMI;[5]
- Very low income – households at or below 50% AMI;[6]
- Low income – households at or below 80% AMI;[7] and
- Moderate income – households at or below 120% AMI.[8]

Florida Housing Finance Corporation

The Florida Housing Finance Corporation (FHFC) is a public-private entity created by the Legislature in 1997 to assist in providing a range of affordable housing opportunities for Floridians.[9] The FHFC is a corporation held by the state and housed within the Department of Commerce (department). The FHFC is a separate budget entity and its operations are not subject to control, supervision, or direction by the department.[10]

The goal of the FHFC is to increase the supply of safe, affordable housing for individuals and families with very low to moderate incomes by stimulating investment of private capital and encouraging public and private sector housing partnerships. As a financial institution, the FHFC administers federal and state resources to finance the development and preservation of affordable rental housing and assist homebuyers with financing and down payment assistance.

The FHFC may preclude an applicant or an affiliate from participation in any of its programs under certain circumstances if the applicant or affiliate has:[11]

- Made a material misrepresentation or engaged in fraudulent actions in connection with any corporation program.
- Been convicted or found guilty of, or entered a plea of guilty or no contest to, a crime in any jurisdiction which directly relates to the financing, construction, or management of affordable housing or the fraudulent procurement of state or federal funds.
- Been excluded from any federal funding program related to the provision of housing.
- Been excluded from any Florida procurement programs.
- Offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution.
- Demonstrated a pattern of noncompliance and a failure to correct any such noncompliance after notice from the corporation in the construction, operation, or management of one or more developments funded through a corporation program.

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[4] U.S. Department of Housing and Urban Development, *Income Limits, Access Individual Income Limits Areas – Click Here for FY 2023 IL Documentation*, available at https://www.huduser.gov/portal/datasets/il.html#2021 (last visited Jan. 8, 2024).
[5] Section 420.0004(9), F.S.
[6] Section 420.0004(17), F.S.
[7] Section 420.0004(11), F.S.
[8] Section 420.0004(12), F.S.
[9] Chapter 97-167, Laws of Fla. From 1980 through 1997, the former Florida Housing Finance Agency, placed within the former Department of Community Affairs, performed similar duties.
[10] Section 420.504(1), F.S.
[11] Section 420.518(1)(a-f), F.S.

Zoning and Land Use Preemption for Affordable Developments

The Growth Management Act requires every city and county to create and implement a comprehensive plan to guide future development.[12] All development, both public and private, and all development orders[13] approved by local governments must be consistent with the local government's comprehensive plan unless otherwise provided by law.[14] The Future Land Use Element in a comprehensive plan establishes a range of allowable uses and densities and intensities over large areas, and the specific use and intensities for specific parcels[15] within that range are decided by a more detailed, implementing zoning map.[16]

The Live Local Act (act)[17] preempts certain county and municipal zoning and land use decisions to encourage development of affordable multifamily rental housing in targeted land use areas. Specifically, the act requires counties and municipalities to allow a multifamily or mixed-use residential[18] rental development in any area zoned for commercial, industrial, or mixed-use if the development meets certain affordability requirements.[19] To qualify, the proposed development must reserve 40 percent of the units for residents with incomes up to 120% AMI, for a period of at least 30 years.

Additionally, the local government may not restrict the density[20] of qualifying developments below the highest allowed density on land within its jurisdiction where residential development is allowed, and may not restrict the height below the highest currently allowed height for a commercial or residential development in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.
An application for a development must be administratively approved and no further action is required from the governing body of the local government if the development satisfies the local government's land development regulations for multifamily in areas zoned for such use and is otherwise consistent with the jurisdiction's comprehensive plan.

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[12] Section 163.3167(2), F.S.
[13] "Development order" means any order granting, denying, or granting with conditions an application for a development permit. See s. 163.3164(15), F.S. "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land. See s. 163.3164(16), F.S.
[14] Section 163.3194(3), F.S
[15] When local governments make changes to their zoning regulations or comprehensive plans some structures may no longer be in compliance with the newly approved zoning and may be deemed a "nonconforming use." A nonconforming use or structure is one in which the use or structure was legally permitted prior to a change in the law, and the change in law would no longer permit the re-establishment of such structure or use.
[16] Richard Grosso, A Guide to Development Order "Consistency" Challenges Under Florida Statutes Section 163.3215, 34 J. Envtl. L. & Litig. 129, 154 (2019) citing Brevard Cty. v. Snyder, 627 So. 2d 469, 475 (Fla. 1993).
[17] The "Live Local Act", Ch. 2023-17, Laws of Fla., made various changes to affordable housing related programs and policies at the state and local levels, including zoning and land use preemptions favoring affordable housing, funding for state affordable housing programs, and tax provisions intended to incentivize affordable housing development.
[18] For mixed-use residential, at least 65 percent of the total square footage must be used for residential purposes.
[19] *See* ss. 125.01055(7) and 166.04151(7), F.S.
[20] "Density" means an objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre, *see* s. 163.3164(12), F.S. While the act expressly preempted density, it did not address intensity. Intensity is often measured in terms of floor area ratio (FAR). FAR is the measurement of a building's floor area in relation to the parcel or lot that the structure is built on. For a general overview of FAR, *see*: Metropolitan Council, Local Planning Handbook, *Calculating Floor Area Ratio*, available at: https://metrocouncil.org/Handbook/Files/Resources/Fact-Sheet/LAND-USE/How-to-Calculate-Floor-Area-Ratio.aspx (last visited Jan. 5, 2024).

A local government must consider reducing parking requirements for these developments if they are located within one-half mile of a major transit stop, as such term is the local government's land development code, and the major transit stop is accessible from the development.

These provisions do not apply to recreational and commercial working waterfronts in industrial areas, and only mixed-use residential developments must be authorized under these provisions in areas where commercial or industrial capacity is exceptionally limited.

The act specifically requires that except as otherwise provided in the act, a qualifying development must comply with all applicable state and local laws and regulations.

These provisions are effective until October 1, 2033.

Live Local Ad Valorem Property Tax Exemptions

The ad valorem tax[21] or "property tax" is an annual tax levied by counties, municipalities, school districts, and some special districts based on the taxable value of property as of January 1 of each year.[22] The Florida Constitution allows the Legislature to exempt from ad valorem taxation portions of property that are used predominantly for educational, literary, scientific, religious or charitable purposes.[23] The Legislature has implemented these exemptions and set forth criteria to determine whether property is entitled to an exemption.[24]

Property Tax Exemption for Newly Constructed Developments

The Live Local Act established a new ad valorem tax exemption for owners of newly constructed multifamily rental developments who use a portion of the development to provide affordable housing.[25] Eligible property includes units in a newly constructed multifamily development containing more than 70 units dedicated to housing natural persons or families below certain income thresholds. However, units subject to an agreement with FHFC are not eligible for the exemption.

"Newly constructed" is defined as an improvement substantially completed within 5 years before the property owner's first application for this exemption. The units must be occupied by such individuals or families and rent limited so as to provide affordable housing at either the 80 or 120 percent AMI threshold. Rent for such units also may not exceed 90 percent of the fair market value rent as determined by a rental market study.

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[21] For an in depth review of ad valorem taxation and the specific taxes discussed herein, *see* Florida Senate Committee on Appropriations, *Bill Analysis and Fiscal Impact Statement, CS/SB 102 (2023)* pages 30-34, Feb. 24, 2023, available at https://flsenate.gov/Session/Bill/2023/102/Analyses/2023s00102.ap.PDF (last visited Jan. 7, 2024).
[22] Both real property and tangible personal property are subject to tax. Section 192.001(12), F.S., defines "real property" as land, buildings, fixtures, and all other improvements to land. Section 192.001(11)(d), F.S., defines "tangible personal property" as all goods, chattels, and other articles of value capable of manual possession and whose chief value is intrinsic to the article itself.
[23] FLA. CONST. art. VII, s. 3(a).
[24] Section 196.196, F.S.
[25] Section 196.1978(3), F.S.

Qualified property used to provide affordable housing at the 80 to 120 percent AMI threshold receives an exemption of 75 percent of the assessed value of the affordable units, while such property providing affordable housing up to the 80 percent AMI threshold receives a complete ad valorem tax exemption for the affordable units.

To receive this exemption, a property owner must submit an application by March 1 to the property appraiser, accompanied by a certification notice from the FHFC. To receive a FHFC certification, a property owner must submit a request on a form including the most recent market study, which must have been conducted by an independent certified general appraiser in the preceding 3 years; a list of units for which the exemption is sought; the rent amount received for each unit, and a sworn statement restricting the property for a period of not less than 3 years to provide affordable housing.

The certification process is administered within the FHFC. Their responsibilities include publishing the deadline for submission, reviewing each request, sending certification notices to both the successful property owner and appropriate property appraiser, notifying unsuccessful property owners with reasons for denial.

This exemption first applied to the 2024 tax roll and will expire on December 31, 2059.

Local Option Property Tax Exemption

Section 196.1979, F.S., authorizes the governing body of a county or municipality to adopt by ordinance an ad valorem tax exemption for certain property used for providing affordable housing. Portions of property eligible for such an exemption must be utilized to house persons or families meeting the extremely-low- or very-low-income limits specified in s. 420.0004, F.S, be contained in a multifamily project of at least 50 units where at least 20 percent are reserved for affordable housing, and have rent set such that it provides affordable housing to people in the target income bracket, or no higher than 90 percent of the fair market rent value as determined by a rental market study, whichever is less.

In adopting this exemption, a local government may choose to offer either or both an exemption for two income groups: those earning up to 30 percent AMI and those earning between 30 to 60 percent AMI. The value of the exemption is up to 75 percent of the assessed value of each unit if less than 100 percent of the multifamily project's units are used to provide affordable housing, or up to 100 percent of the assessed value if 100 percent of the project's units are used to provide affordable housing.

An ordinance authorizing this exemption must expire before the fourth January 1 after adoption, however the governing body may adopt a new ordinance renewing the exemption.

Florida Hometown Hero Program

The Live Local Act established in statute the Florida Hometown Hero Program,[26] a homeownership assistance program administered by the FHFC. Under the program, eligible first time homebuyers have access to zero-interest loans to reduce the amount of down payment and

[26] Section 420.5096, F.S.

closing costs by a minimum of $10,000 and up to 5 percent of the first mortgage loan, not exceeding $35,000. Loans must be repaid when the property is sold, refinanced, rented, or transferred unless otherwise approved by the FHFC. Repayments for loans made under this program must be retained within the program to make additional loans.

Such loans are available to those first-time homebuyers[27] seeking first mortgages whose family incomes do not exceed 150 percent of the state or local AMI, whichever is greater, and is employed full-time by a Florida-based employer. The borrower must provide documentation of full-time employment, or full-time status for self-employed individuals, of 35 hours or more per week.

The Live Local Act appropriated $100 million in non-recurring funds to the FHFC to implement the Florida Hometown Hero Program for the 2023-2034 fiscal year.[28] The FHFC obligated the full appropriation by August 22, 2023, assisting over 6,400 families and leveraging approximately $2 billion in first mortgages.[29]

III. Effect of Proposed Changes:

Live Local Zoning and Land Use Preemption

Sections 1 and 2 of the bill amend ss. 125.01055 and 166.04151, F.S., respectively, to modify certain provisions pertaining to the zoning and land use preemption for approving affordable multifamily rental developments.

The bill preempts counties and municipalities on "floor area ratio" for qualifying developments. As such, a local government may not restrict the floor area ratio of a proposed development below the highest currently allowed floor area ratio on any land within the locality's jurisdiction where development is allowed. The bill clarifies that the term floor area ratio includes floor lot ratio.

The bill changes height entitlements to provide that if a proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, a local government may restrict the height of the proposed development to 150 percent of the tallest building on property within one-quarter mile of the proposed development or 3 stories, whichever is higher.

The bill clarifies that the highest currently allowed density, height, or floor area ratio does not include the density, height, or floor area ratio of any development authorized under the act or the density, height, or floor area ratio of any development which has received any bonus, variance, or other special exception as provided in the local government's land development regulations as incentives for development.

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[27] The requirement to be a first-time homebuyer does not apply to those qualifying as servicemembers or veterans.
[28] Chapter 2013-17, s. 44, Laws of Fla.
[29] *See* Florida Senate Committee on Community Affairs, *Presentation by the Florida Housing Finance Corporation on its implementation of the Live Local Act (SB 102 – 2023 Regular Session)*, Nov. 7, 2023, available at https://www.flsenate.gov/Committees/Show/CA/MeetingPacket/5940/10486_MeetingPacket_5940_2.pdf (last visited Jan. 8, 2024).

The bill modifies the parking reduction requirements for qualifying developments by requiring local governments to reduce parking requirements by 20 percent if the development:

- Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; and
- Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development.

A local government must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the county as a transit-oriented development or area.

The bill further requires a qualifying development within a transit-oriented development or area to be mixed-use residential and to otherwise comply with requirements of the local government's regulations applicable to the transit-oriented development except for use, height, density, and floor area ratio.

The bill precludes a proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2), F.S., from being approved administratively, and requires counties and cities to publish on their website a policy containing procedures and expectations for the administrative approval of qualifying developments.

The bill provides that nothing in the act precludes a local government from granting a bonus, variance, conditional use, or other special exception for height, density, or floor area ratio in addition to the required entitlements. It also provides that nothing precludes a qualifying development from received a bonus for density, height, or floor area ratio pursuant to local ordinance or regulation if the development satisfies the conditions to receive the bonus except for any condition that conflicts with the act.

The bill additionally provides that qualifying developments must be treated as a conforming use after expiration of the development's affordability period of at least 30 years and after the sunset of ss. 125.01055(7) and 166.04151(7), F.S., on October 1, 2033. However, if at any point during the development's affordability period the development violates the affordability requirement, the development must be allowed a reasonable time to cure such violation. If the violation is not cured within a reasonable time, the development must be treated as a nonconforming use.

Section 6 of the bill amends s. 333.03, F.S., to identify certain airport-impact areas where the land use preemption provisions of the act do not apply. Specifically, ss. 125.01055(7) and 166.04151(7), F.S., do not apply to proposed developments:

- Near a runway within one-quarter of a mile laterally from the runway edge and within an area that is the width of one-quarter of a mile extending at right angles from the end of the

runway for a distance of 10,000 feet of any existing airport runway or planned airport runway identified in the local government's airport master plan.
- Within any airport noise zone identified in the federal land use compatibility table or in a land-use zoning or airport noise regulation adopted by the local government.
- A proposed development that exceeds maximum height restrictions identified in the political subdivision's airport zoning regulation.

Live Local Ad Valorem Property Tax Exemptions

Section 3 of the bill amends s. 196.1978, F.S., to make the following changes to the ad valorem tax exemption for newly constructed developments:
- Requires fewer units in developments located in the Florida Keys[30] to be set aside for income-limited persons and families (10 instead of 70). This acknowledges the stricter land development regulations for that area as compared to the rest of the state.
- Clarifies that FHFC duties are ministerial while property appraisers maintain the ultimate authority to grant exemptions.
- Outlines the method for property appraisers to determine values of exempted units in a manner that is similar to other exemptions in statute.

Section 4 of the bill amends the local option property tax exemption in s. 196.1979, F.S., to align certain administrative procedures with the exemption in s. 196.1978, F.S., for consistency in implementation among property appraisers and local governments. Specifically, the bill clarifies that the exemption applies to individual units, clarifies what is part of the value of a unit for calculating the exemption, clarifies that property appraisers maintain the authority to grant the exemption, and revises deadlines to ensure consistency with the property tax administration calendar.

Section 5 of the bill provides that these changes are intended to be remedial and clarifying in nature and apply retroactively to January 1, 2024.

Florida Hometown Hero Program

Section 8 of the bill amends s. 420.5096, F.S., to remove the requirement that borrowers provide documentation to the FHFC that their full-time employment or self-employment status equates to 35 hours or more per week.

Section 10 of the bill appropriates $100 million in nonrecurring funds from the General Revenue Fund to the FHFC to implement the Florida Hometown Hero Program.

Precluding Participation in FHFC Programs

Section 9 of the bill amends s. 420.518, F.S., to expand the authority for the FHFC to preclude developers and sponsors from participating in its programs for certain violations, which include:

[30] As provided in the bill, "…an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code…" refers to the City of Key West and the Florida Keys Area, which includes unincorporated Monroe County and the municipalities of Layton, Islamorada, Marathon and Key Colony Beach.

- Being debarred from participation in federal housing programs by the U.S. Department of Housing and Urban Development; and
- Materially or repeatedly violating any condition imposed by the corporation in connection with the administration of the FHFC, including a land use restriction agreement, an extended use agreement, or any other financing or regulatory agreement with the FHFC.

Section 7 of the bill amends s. 420.507, F.S., to conform to the changes provided in section 9.

Effective Date

Section 11 provides that the bill shall take effect upon becoming a law.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

Article VII, s. 18(b) of the Florida Constitution provides that except upon the approval of each house of the Legislature by a two-thirds vote of the membership, the Legislature may not enact, amend, or repeal any general law if the anticipated effect of doing so would be to reduce the authority that municipalities or counties have to raise revenue in the aggregate, as such authority existed on February 1, 1989. The mandate requirement does not apply to laws having an insignificant impact,[31] which for Fiscal Year 2024-2025 is forecast at approximately $2.3 million.[32]

The Revenue Estimating Conference has not reviewed the portions of the bill related to the ad valorem tax exemption on newly constructed affordable housing developments, which lowers the minimum number of affordable units in a development from 70 units to 10 units in order to qualify for the exemption. If the bill does qualify as a mandate, in order to be binding upon cities and counties the bill must be approved by a two-thirds vote of the membership of each house.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

[31] FLA. CONST. art. VII, s. 18(d).
[32] An insignificant fiscal impact is the amount not greater than the average statewide population for the applicable fiscal year times $0.10. *See* FLA. SENATE COMM. ON CMTY. AFFAIRS, *Interim Report 2012-115: Insignificant Impact* (Sept. 2011), *available at:* http://www.flsenate.gov/PublishedContent/Session/2012/InterimReports/2012-115ca.pdf.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

With the funding of the Florida Hometown Hero Program, Floridians who are first-time homebuyers will have access to zero-interest loans to help pay for their down payment and closing costs.

C. Government Sector Impact:

The bill amends the ad valorem tax exemption on newly constructed affordable housing to provide a reduction in required units in areas of critical state concern. To the extent that this change attracts further development or alters administration of the exemption, local governments may see a negative impact.

The bill appropriates $100 million in non-recurring funds from the General Revenue Fund to the Florida Housing Finance Corporation to implement the Florida Hometown Hero Program.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 125.01055, 166.04151, 196.1978, 196.1979, 333.03, 420.507, 420.5096, and 420.518

This bill creates undesignated section of Florida law.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS/CS by Fiscal Policy on January 31, 2024:
The CS makes the following changes to the bill:

- Restores the directive for local governments to approve qualifying developments in industrial areas.
- Specifies that for qualifying developments, a local government cannot restrict the floor area ratio below the highest currently allowed floor area ratio on land where any development is allowed, as opposed to residential parcels only.
- Provides that floor area ratio includes floor lot ratio.
- Restores current law, entitling qualifying developments to highest currently allowed height within "one mile."
- Modifies height preemption provisions in situations where a qualifying development is adjacent to single family parcels.
- Modifies parking provisions to require local governments to reduce parking requirements by "20 percent."
- Adds an additional qualifier for the parking reduction provision, requiring a qualifying development to have available parking within 600 feet of the development.
- Provides that local government are not precluded from granting a bonus, variance, or other special exception for height, density, or floor area ratio in addition to the required entitlements in the law.
- Provides that qualifying developments are not precluded from receiving bonuses for height, density, or floor area ratio for which they qualify.
- Modifies the provisions exempting certain airport impacted areas from the Live Local land use preemption provisions.
- Removes reference to "substantial rehabilitation" for purposes of the property tax exemption for newly constructed affordable housing developments.
- Amends administrative provisions for the local option property tax exemption.

CS by Community Affairs on January 9, 2024:
The CS makes the following changes to the bill:
- Changes a percentage relating to height entitlements from 125% to 135%.
- Clarifies that the non-restricted units in qualifying developments may be offered for sale or for rent, but maintains that the affordable units must be rental units.
- Requires a qualifying development within a transit-oriented development or area to be mixed-use residential.
- Requires counties and cities to publish on its website a policy containing procedures and expectations for the administrative approval of qualifying developments.
- Modifies parking reduction requirements for certain qualifying developments.
- Expands the authority for the FHFC to preclude developers from participating in its programs for certain violations.
- Changes the title of the bill to Affordable Housing.
- Clarifies that the bill does not preclude a proposed development from receiving a density, height, or floor area ratio bonus upon satisfying requirements to receive such bonus.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

AGENDA ITEM REPORT

To:

Subject: S.W. 25th Street Stormwater Drainage Improvements - Craig A. Smith & Associates (Discussion)

Meeting: 02 28 2024 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Feb 28 2024

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

ATTACHMENTS:

2309_001
2311_001
2312_001
2310_001
2314_001

	Status:
Aleem Ghany, Public Services Director	Approved - Feb 20 2024
Jacobs Horowitz, Interim Town Attorney	Approved - Feb 22 2024
Christian Noel, Accounts Payable	Pending
Marlen Martell, Town Clerk	None

FISCAL YEAR 2020 | MUNICIPAL SURTAX
CAPITAL PROJECTS PRIORITIES

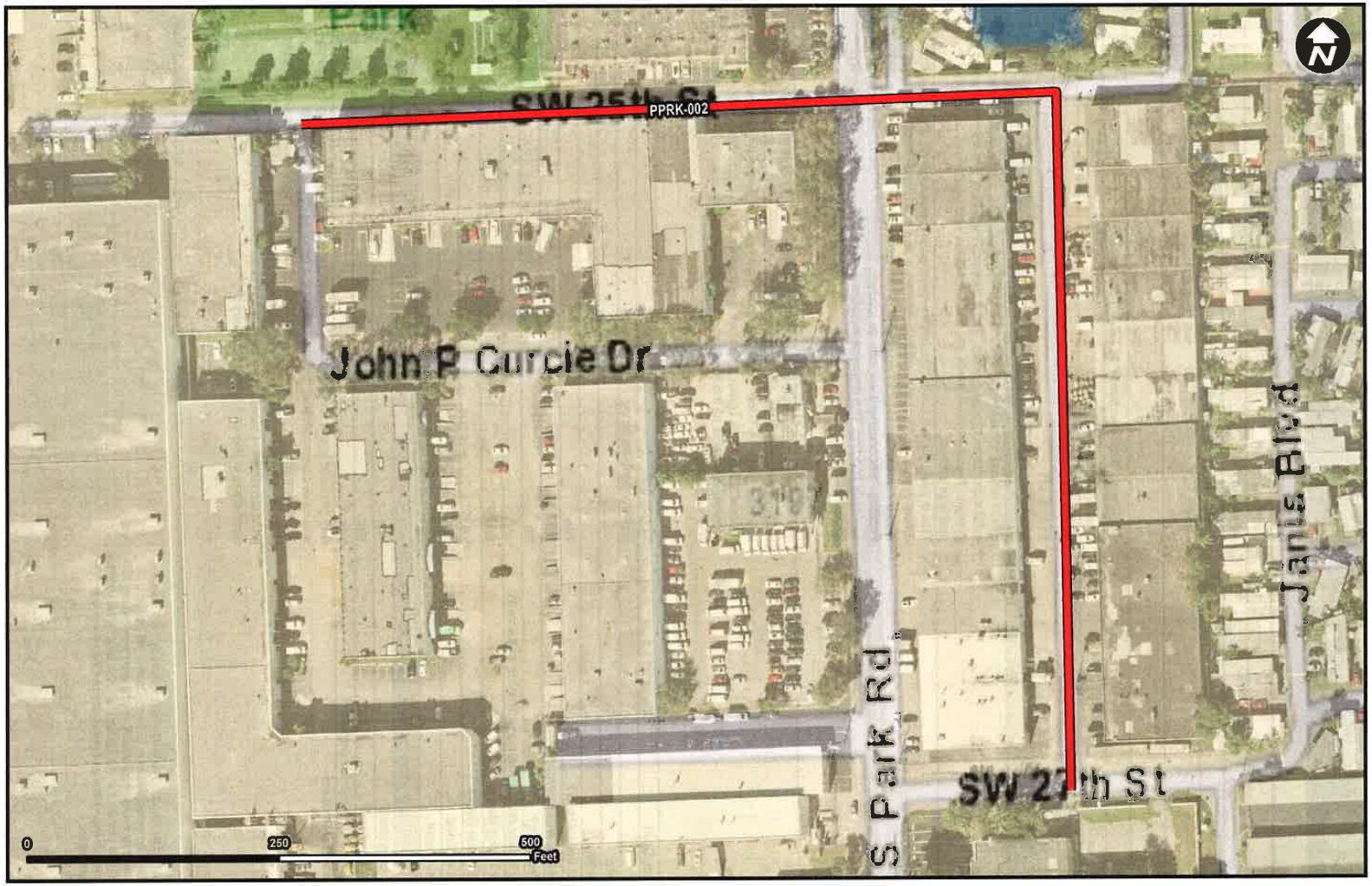
Broward MPO Metropolitan Planning Organization

Municipality	**Pembroke Park**
Project ID	**PPRK-002**
Project Name	**S.W. 25th St. Stormwater Impr. (Ph II)**
From Location	
To Location	
Work Mix	**Resiliency Improvements**
Phase	**Construction**
Fiscal Year 2020 Recommendation	**YEAR 1 - Construction**
Recommended Phase Funding	**$1,075,115**
City Submitted Information	
Project Description	Storm water improvements include drainage structures, storm water piping, an exfiltration water quality system, and a connection to Park Road's storm water system. These improvements are a rehabilitation and upsizing of an existing drainage system.
Project Scope	This is primarily a roadway drainage project adding drainage on Southwest 25th Street from 31st Place to Patrick Behan Park and into a new outfall into the lake. It also intercepts and picks up drainage on Park Road at 25th Street to reduce flooding. Secondarily it will include roadway restoration of damages from continual flooding. The drainage includes a pump station, gravity drainage and force main.
Project Objective	The town has had a problem with drainage since the DOT built I-95 and raised Hallandale Beach Blvd. and Pembroke Rd. blocking all natural outfalls for drainage from the Town. These improvements will enable the water to be transferred to Lake Trinity which has a pumped outfall. It would be cost prohibitive to raise all the roadways, businesses , and residents to allow natural flow to resume.
Estimated Project Cost	$1,075,000
Project Type	Stormwater/Resiliency
Primary Work Mix	
Secondary Work Mix	
Has design been completed?	Yes
If Design completed, what percent?	30
Is right-of-way required?	No
Has right-of-way/utility relocation coordination occurred?	
Point of Contact - First Name	Todd
Point of Contact - Last Name	Larson
Point of Contact - Phone	954-966-4600
Point of Contact - Email	tlarson@townofpembrokepark.com
Construction Readiness Review	
Detailed budget provided?	Yes
Project timeline provided?	Yes
Is the project ready to submit for permits?	Yes
Readiness Review Comments:	City provided plans and a detailed cost estimate for the proposed improvements and have communicated that they are in the process of permitting the improvements. Project entails installation of drainage improvements within public ROW to address drainage deficiencies occurring in the project area. The City provided detailed plans and a cost estimate for the improvements. The cost estimate is in line with current industry pricing.

The Municipal Surtax Capital Project Overview was prepared by the Broward MPO in partnership with the municipalities in Broward County. All project information was provided by the municipalities. Projects were provided by Broward County and were contained in the Surtax Plan approved by the voters in November 2018. Project review comments were based on the information provided by the municipalities.

PPRK-002

Project Name
S.W. 25th St. Stormwater Impr. (Ph II)



Legend

- PPRK-002
- Municipality
- Unincorporated

Municipality: Pembroke Park

FROM:
TO:

Note:The Municipal Surtax Capital Project Map was prepared by the Broward MPO Surtax Services. The [illegible] location information was provided by the municipality.

Stephanie Woodbury

From: Tom Positano
Sent: Thursday, February 22, 2024 3:01 PM
To: Stephanie Woodbury
Subject: FW: 25th Street Project Funding and Scope Timeline

Add to 25th St.

From: Daniel Shonk <DShonk@craigasmith.com>
Sent: Tuesday, February 13, 2024 11:54 AM
To: Tom Positano <tpositano@tppfl.gov>
Cc: Aleem Ghany <aghany@tppfl.gov>
Subject: 25th Street Project Funding and Scope Timeline

Tom,

I meet with frank regarding this details and timeline of the progression of this project, which I have outlined below.

- May/2015: Scope: Project # 15-1854 Project Storm Water Modeling project

- 2015: Project # 15-1854 A: Scope: Behan Park outfall Segment, no lift station. Phase 1: Approx. 300 LF Storm Sewer design and install Phase 1 (This was bid but never made it to construction. Maybe no bids received) Construction Cost Estimate: $148,758.65

- 2016: Project # 15-1854 B: Scope to Rebid: The Phase I improvements described above were permitted and bid. The project bid opening was held on May 26, 2016 and the resulting bids received were higher than the available funding allocated for Construction. As a result, the Town and GAS agreed to reduce and modify the scope of the project in order to re-bid the project.

- 2017: Project # 17-1854: Scope: Expand the scope to Model the entire 14 acres, This proposal will also include design plan modifications to address the Phases of the project to be consistent with the current available funding. The original Phase I limit currently depicted in the Engineering Plans for proposed work from the Behan Lake outfall and extending through Behan Park up to SW 25 street will remain unchanged. The Phase II limits will be modified in the current plans to include the proposed work between SW 25 Street/Behan Park (Station 21 + 76) and extend easterly approximately to Station 26+00 (located in front of the existing storm water pump station just west of Park Road). Phase III limits will be added to the current plans to depict the limits on SW 25 Street between Park Road (Station 26+00) and Park Lane.

  The following will not be part of this proposal. Through field investigations with CAS representatives and the Town, it was determined that portions of SW 25 street will need to re-graded to address potential ponding issues. This regrading work will be done as part of the Phase III future work. In the meantime the proposed roadway work in Phase II will include one lift of temporary asphalt. Engineers Cost Estimate: $500,000 in 2017.

- 2021: Project # 2190-1LS: Scope: Added lift station to the projected. Added complete build out of the 14 acres drainage basin collect structures located on John P Curci Dr, Park Rd, Park Lane, SW 27th Street, and Bryan Road The preliminary estimated construction budget for this project is $1,500,000.00; Later updated to $1,750,000.00.

2023 July: Updates: Cost Estimated revisited to account for bike paths, street widening, and inflation for Grant applications. FDOT bid tab utilized to calculate road restoration and drainage structure cost. Estimated Construction and Construction Observation Cost:

25th Street Drainage Project

Engineers Construction Estimate: $5,950,000

Engineering/Construction Management/Project Management/Construction Inspection Cost:

Task A:	Pump Station Electrical Service Fee	$5,000
Task B:	Construction Meetings	$3,750
Task C:	Engineering Shop Drawing Review	$9,360
Task D:	Engineering Services During Construction	$60,840
Task E:	Construction Inspection/Construction Observation	$195,000

Total Engineering/CM/PM/CI Cost $273,950

Total Project Cost: $6,243,950

I hope this helps, I will call and discuss.

Sincerely,

Daniel E. Shonk, PE, SI
Project Manager
CRAIG A. SMITH & ASSOCIATES
1425 East Newport Center Dr
Deerfield Beach, FL 33442-7728
Office: 561.314.4445, Ext. 6105
Cell: 954-815-9109
www.craigasmith.com
dshonk@craigasmith.com

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

	Fund Value				
Fund Balance (Unassigned)	General	Building	Sewer	Stormwater	Total
Audit FY2022	$ 5,385,766	$ 1,053,672	$ 6,113,618	$ 7,889,443	
Less FY2023 Adjustments	-	-	(501,755)	(103,198)	
Less FY2024 Est Change	(2,773,872)	(378,791)	(972,765)	(328,623)	
Less Estimated Cap/Budget		(10,000)	(16,724)	(1,582,969)	
Estimated Reserves	$ 2,611,894	$ 664,881	$ 4,622,373	$ 5,874,653	$13,773,802
	19%	5%	34%	43%	

S.W. 25th Street Project Funding Phase 1 ($3.3 Mil)

Surtax Funded	$1,272,115.00
11.9% Cost Escalation Requested	$151,382.00
New Surtax Total	$1,423,497.00
Stormwater Fees	$1,876,503.00
CSLIP	TBD

TOWN OF PEMBROKE PARK
3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD • (954) 966-4600 • FAX (954) 966-5186

MPO-CSLIP Projects 2019
SW 52nd Avenue and S Park Road
Bicycle Path and Sidewalk Improvements

FDOT
448287-1

Background:

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town of Pembroke Park has an immediate need for several road improvements throughout its Town, and wants to utilize Broward Metropolitan Planning Organization's (MPO) new program to fund qualifying Town's significant projects under the Complete Streets and other Localized Initiatives Program (CSLIP). The Town is proposing one Broward MPO CSLIP Project for bicycle path and sidewalk improvements at SW 52nd Avenue, and at S. Park Road, both minor collector roadways.

Objectives:

The main purpose to construct bicycle path and sidewalk improvements that will enhance the safety and protection of the Lake Forest and Watkins Elementary School students who walk along SW 52nd Avenue on their way to school in the morning and on their way home in the afternoon. And, to improve the condition of the sidewalks east side of S. Park Road and thereby provide a safer route for pedestrians and bicyclists to travel.

Scope of Work:

The project includes:

South Park Road

- Drainage adjustment for lost swale areas
- Resurfacing to adjust road grades
- Construction of missing sections of sidewalks along the east side, and repair of existing sidewalks along east and west sides
- New bike path along the west side of the road and shared bike path with travel lane on the east side of the road.

52nd Avenue

- Construction of missing sections of sidewalks, and repair of existing sidewalks along east and west sides of the road
- New bike paths along the east side and west sides of the road.

Project Elements:

ADA compliant sidewalks – construct with ADA pavement and grade
Bike lanes – construct 5 feet wide on either side of the road, except where ROW is narrower
Crosswalk – will be added on S Park Road and 25th Street for school bus stop
Drainage – connection and improvement to the sewer main on S Park Road
Landscape –sod will be added or replaced along the roads
Sidewalks – construct 5 feet wide ADA compliant sidewalks, except where ROW is narrower

Cost Estimate of Project

The project for the bike paths and sidewalk improvements is estimated at **$3,207,753**.

Location of Project:

The sidewalks, bicycles paths, and road improvements work will be located along the east and west sides of SW 52nd Avenue extending south to County Line Road; and on S. Park Road from Hallandale Beach Boulevard extending north to Pembroke Road.

Park Road & SW 25th Street (Looking South)

SW 52nd Avenue (Looking North)

This project includes no:

- Technical analysis
- Broward MPO endorsed corridor study
- Adjacent project to any upcoming or currently underway projects

MEETING MINUTES

Pre-Kick-Off Meeting

Town of Pembroke Park

Tuesday July 19th, 2023 | 10:00 AM – 11:00 AM | Meeting called by FDOT via Microsoft Teams

ALL MEETING COMMENTS ARE IN RED

#	ITEM OF DISCUSSION	EXPECTATIONS
1.	Introduction	Attendees Sabrina Aubery (FDOT Program Administrator Engineer) Mya Williams (FDOT Local Program Administrator Landy Ductan (FDOT Local Program Coordinator) Ghany Aleem (Town of Pembroke Park) Lowell Clary (MTECC)
2.	Project Scope & Limits	*448287-1 PEMBROKE PARK VARIOUS LOCATIONS*

Project Scope	Project Limits
CONSTRUCTION OF BICYCLE LANES, MISSING SIDEWALKS, MILLING & RESURFACING	SW 52ND AVE FROM COUNTY LINE TO WEST HALLANDALE BEACH BLVD SOUTH PARK ROAD FROM HALLANDALE BEACH BLVD TO PEMBROKE ROAD

Town of Pembroke Park has confirmed both the project scope and limits are listed correct.

3. Funding

Fiscal Year	Phase	Phase Total	Funding Type
2025	Procurement of Professional Services -Design	$398,155.00	Federal
2027	Construction	$2,311,408.00	Federal
2027	Procurement of Professional Services -CEI	$199,077.00	Federal

PHASING PLAN

N
W E
S

0 0.04 0.08 0.16 0.24 0.32 Miles

Legend:
Phase 1
Phase 2

Town of Pembroke Park

25th Street Stormwater Proposed Funding

Aleem Ghany, Interim Town Manager

PHASING PLAN

Town of Pembroke Park

PROJECT HISTORY

May 2015

- Project initiated as a stormwater modeling project.
- Gravity outfall system through Behan (Trinity) Lake, project went out to bid and project not awarded.

2016

- Project was rebid. Construction cost exceeded the budget. CAS was given direction to reduce scope.

Town of Pembroke Park

2017

- Scope of project was expanded to include a phased approach.
- Design for complete basin using ICPR software.
- FDEP funding through Grant, but never obtained.

2021

- Added lift station – Bryan Rd, Park Lane, 27 Street.
- Design funded through HMGP Grant.
- Construction phase received a low scoring and was not funded.

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Town of Pembroke Park

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TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Town of Pembroke Park

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TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Town of Pembroke Park

QUESTIONS ?

AGENDA ITEM REPORT

To:

Subject: ARPA Funds (Discussion)

Meeting: 02 28 2024 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Feb 28 2024

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Town Hall:

- restroom renovations
- new a/c system
- elevator modernization
- Police Station - holding cells
- new landscaping

Preserve:

- Circle of Honor
- additional lighting
- playground canopy
- building renovations/new building
- exercise stations
- water fountains, splash pad, community garden

Behan Park:

- new building
- resurface building lot
- lighting improvements
- Linear Walkway - lighting

	Status:
Aleem Ghany, Public Services Director	Approved - Feb 22 2024
Jacobs Horowitz, Interim Town Attorney	Pending
Christian Noel, Accounts Payable	None
Marlen Martell, Town Clerk	None

American Rescue Plan Act Drawdown

Jurisdiction ID and Name	Town of Pembroke Park
ARPA Funds Received	$ 3,380,261.00

During the July 12th, 2022 Commission Meeting the Commission approved using ARPA funds to purchase Police vehicles. During the May 11th, 2022 Commission Meeting the Commision approved using ARPA funds to pay for Police Staff salaries; not to exceed $175,000 between salaries and fringe benefits. On 02/08/2023 the Commission approved ARPA funds to be used for Body Camera Software ($25,000) and CSA Funding ($220,000 for the first year - the Town absorbs the following years.) $100,000 voted on 7/12/23 to use ARPA to complete Town Hardening. Town Hall Hardening will be paid for using the HMGP Grant which is paying 75%. Amnesty program approved Dec 15, 2021 for one year. On Dec. 14, 2022 the Commission voted to extened the program to June 30, 2023

ELIGIBLE REIMBURSEMENTS SPREADSHEET – PRIMARY EXPENDITURES (GOVERNMENT ORGANIZATIONS)

Name	Salaries	Fringe Benefits	FICA	FRS	Description	Quantity	Cost	Total Cost
Pay for Officers Through (09/30/2022)								
Wade Douty	16,923.20	2,810.37	1,289.94	5,342.65				26,366.16
Bill Gordan	16,923.20	2,648.37	1,289.94	5,342.65				26,204.16
Marc Tallentire	16,819.59	3,083.37	1,282.02	5,309.94				26,494.92
Rashana Donovan	12,115.44	1,191.57	884.75	3,824.84				18,016.60
						Total Pay 07/2022 -		**97,081.86**
Pay for Community Service Aids (09/2023-Current)								
Artavia Jenkis	24,041.58	$ 3,708.96	$ 1,839.19	$ 3,262.44				**32,852.17**
Tiffany Smith	27,315.28	$ 3,792.00	$ 2,065.86	$ 3,706.68				**36,879.82**
						Total Pay 09/2023 - Current		**69,732.00**
Hazard Pay for 6 FTEs (Public Works)								
Hazard Pay for 6 FTEs (Public Works)	$ 15,000.00		1,147.50	1,786.50				**17,934.00**
Other Operational Spending								
Amnesty Program (Bldg)							11,818.32	11,818.32
Sam Galloway 6/28/2022					2022 Ford Interceptor (PD)	1	37,687.50	37,687.50
Garber Ford 12/20/2022					2022 Ford (PD) Maverick	1	21,016.00	21,016.00
Garber Ford 12/27/2022					2022 Ford F-150 (PD)	2	43,877.50	87,755.00
Garber Ford 12/1/2022					2022 Ford Interceptors (PD)	5	44,787.50	223,937.50
Design Graphic (UpFit)					2022 Ford F-150 (PD)	2	740.00	1,480.00
The Shyft Group dba Strobes- R-Us (UpFit)					2022 Ford Interceptors (Commanders Vehicle) (PD)	1	2,490.38	2,490.38
Design Graphic (UpFit)					2022 Ford Interceptors (PD)	5	589.00	2,945.00
Axon (Pro Licenses Year 1)					Body Camera Software (PD)	1	2,366.00	2,366.00
Lou's Police Distribution					CSA Uniforms (PD)		TDB	
						Total Paid (Operations)		**391,495.70**

ARPA Used for Police Salaries	**97,081.86**
ARPA Used for CSA's	**69,732.00**
ARPA Used for Hazard Pay	**17,934.00**
ARPA Other Spending	**391,495.70**
Total ARPA Funds Used	**$ 576,243.55**

The ARPA Annual Report is Due on April 30th 2024. All Remaining Funds Must Be Obligated to a Project By **December 31, 2024**. All Projects Must Be Complete and the Funds Must Be Spent By **Decembver 31, 2026**

Amount Remaining From ARPA	**$ 2,804,017.45**

American Rescue Plan Act Drawdown

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Bill Gordan	16,923.20	2,648.37	1,289.94	5,342.65				26,204.16
Marc Tallentire	16,819.59	3,083.37	1,282.02	5,309.94				26,494.92
Rashana Donovan	12,115.44	1,191.57	884.75	3,824.84				18,016.60
						Total Pay 07/2022 - 09/30/2022		97,081.86
Pay for Community Service Aids (09/2023-Current)								
Artavia Jenkis	24,041.58	$ 3,708.96	$ 1,839.19	$ 3,262.44				32,852.17
Tiffany Smith	27,315.28	$ 3,792.00	$ 2,065.86	$ 3,706.68				36,879.82
						Total Pay 09/2023 - Current		69,732.00
Other Operational Spending								
Hazard Pay for 6 FTEs	$ 15,000.00		1,147.50	1,786.50				17,934.00
Amnesty Program					Amnesty Program		11,818.32	11,818.32
Sam Galloway 6/28/2022					2022 Ford Interceptor	1	37,687.50	37,687.50
Garber Ford 12/20/2022					2022 Ford Maverick	1	21,016.00	21,016.00
Garber Ford 12/27/2022					2022 Ford F-150	2	43,877.50	87,755.00
Garber Ford 12/1/2022					2022 Ford Interceptors	5	44,787.50	223,937.50
Design Graphic (UpFit)					2022 Ford F-150	2	740.00	1,480.00
The Shyft Group dba Strobes-R-Us (UpFit)					2022 Ford Interceptors Commanders Vehicle)	1	2,490.38	2,490.38
Design Graphic (UpFit)					2022 Ford Interceptors	5	589.00	2,945.00
Axon (Pro Licenses Year 1)					Body Camera Software	1	2,366.00	2,366.00
Lou's Police Distribution					CSA Uniforms		TDB	
						Total Paid (Operations)		409,429.70
						ARPA Used Salaries		97,081.86
						ARPA Used (CSA's)		69,732.00
						ARPA Operations Funded		409,429.70
						Total ARPA Funds Used		$ 576,243.55

Amount Remaining From ARPA Funds	$ 2,804,017.45

AGENDA ITEM REPORT

To:

Subject: Rotation

Meeting: 02 28 2024 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Feb 28 2024

Department: Administrative

Staff Contact: Bill Hodgkins, Clerk Commissioner

RECOMMENDATION:

Propose that positions are rotated in order for all Commissioners to have the opportunity to serve in the different capacities.

From: Town Clerk
To: Magli, Mark
Cc: Aleem Ghany; Jacob Horowitz
Subject: RE: Revision of report (Follow Up)
Date: Tuesday, February 20, 2024 11:37:00 AM
Attachments: image002.png

Good morning,

Please see below.

Regards,

Marlen D. Martell, MPA, CMC, CFM
Town Clerk
Town of Pembroke Park
954.966.4600 ext. 235 | townclerk@tppfl.gov
www.tppfl.gov
3150 SW 52nd Avenue, Pembroke Park, FL 33023

The Town of Pembroke Parks Clerk's Office is committed to serving the community as the Town's records custodian; Supervisor of Elections; assisting the public in accessing public documents and information; and to provide services in a timely, accurate and professional manner.

Moving our Town forward

From: Magli, Mark <MMAGLI@broward.org>
Sent: Tuesday, February 20, 2024 8:49 AM
To: Town Clerk <townclerk@tppfl.gov>
Subject: RE: Revision of report (Follow Up)

Good morning, Marlen,

Just to be clear, Commissioner Jacobs was provided with the training materials by Jacob Horowitz, but he did not attend a separate in-person training. Commissioner Jacobs attended a live zoom training lasting about 1 ½ hours with Interim Town Attorney Horowitz on December 28, 2023. How was the training provided for the commissioners and other staff that did not attend the December 21, 2023 training? Any individual that was unable to attend the training on December 21st , attended one-on-one training session with the Interim Town Manager.

Also, did the commission discuss disciplinary actions to be taken for P-Card holders violating the program policies, on Thursday February 8th. No, it was not discussed at the meeting. You also indicated that the finance director would be reviewing all past and present P-Card accounts to determine if purchases were made for a primary public purpose. Yes, the finance department with the Interim Town Manager are reviewing the P-card statements. Was that information provided to the commission for their review and direction as anticipated? If so, what was the outcome? No, because the finance department has not completed reviewing all P-card purchases from 2019 to present.

Staff will bring the information in the second paragraph to the Commission for direction.

Thank you,

Mark

1 N. University Drive, Suite 111
Plantation, Fl. 33324
Direct: 954-357-9729
www.browardIG.org
954-357-TIPS (8477)

From: Town Clerk <townclerk@tppfl.gov>
Sent: Friday, February 2, 2024 9:09 AM
To: Magli, Mark <MMAGLI@broward.org>; Aleem Ghany <aghany@tppfl.gov>
Subject: Revision of report

Good morning,

I failed to mention that the Finance Department is holding on to the p-cards for the Commission and they will be signed out as needed.

Also, the Interim Town Attorney Horowitz provided Commissioner Jacobs with the training information because he does not communicate with staff. This was not a legal or separate training from the rest of staff and commission.

Regards,

Marlen D. Martell, MPA, CMC, CFM
Town Clerk
Town of Pembroke Park
954.966.4600 ext. 235 | townclerk@tppfl.gov
www.tppfl.gov
3150 SW 52nd Avenue, Pembroke Park, FL 33023

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Moving our Town forward

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The Broward Office of the Inspector General (OIG) requests that you provide the records set forth below:

1. A finalized and approved Town procurement manual that includes substantive guidance as to the Town's Purchasing Card Program.

Attached is the Purchasing Policy Manual and Resolution #2023-025 approved at the November 8th 2023.

2. A copy of the directive issued to staff and commission members regarding observance of the parameters found within the state's law on per diem and travel expenses for public officers and employees, Florida Statutes Section 112.061, and additional requirements of the Town's Travel Policy, regardless of whether expenditures are made by p-card, are reimbursed, or are advanced.

Attached to #8 are the Purchasing-Travel-Credit Card User Agreement documents signed by staff and the commission stating they will agree to and follow the per diem and travel expenses.

3. An identified list of the Town's objective measures used to determine which Town officials and staff require the issuance of a p-card given their roles and responsibilities.

Please see page 38 of the Purchasing Policy Manual.

4. A list of all Town officials and staff currently issued a p-card.

Please see attached.

5. Copy of all p-card agreements executed requiring users to abide by the Town's Purchasing Card Program, any Town-codified travel rules, and the provisions of Florida Statutes Section 112.061 upon receipt of a Town p-card and whenever the p-card or travel rules change.

Attached are the acknowledgment sign off sheet stating they will comply with Ordinance 2023-014 travel rules APPROVED ON DECEMBER 13, 2023. Ordinance 2023-014 is also attached.

6. Any records representing that immediate supervisors gave advanced written authorization for staff p- card purchases in addition to director-level post-purchase approval, and demonstrating the town commission gave authorization for or approved town manager and commissioners' p-card purchases either in advance or before processing payment.

This information is available in the purchasing manual on page 36.

7. Copies of the documents for expenditures submitted with a primary public purpose written on them by the P-card users for approval and payment.

Attached is the current travel form, where the traveler must state the conference/event is

a primary public purpose.

8. All logs, instructional materials, and records related to training provided for all Town officials and staff on the Town's existing and new policies and procedures, including those delineated in the finalized procurement manual.

All training documents including PowerPoint presentation is attached.

9. All records pertaining to the rejection of questionable p-card or travel expenditures.

P-card where not rejected, they were willingly returned.

10. All records pertaining to any reimbursements issued to the town from a cardholder for charges made on town issued card, to include, receipts, checks and related documentation.

Attached are the reimbursement documents.

11. All records of communications issued to Town officials and staff for violating p-card policies, including p-card revocations.

At the Regular Commission meeting of **October 11th** the commission discussed the report issued by the OIG on **September 28th**. The Commission directed the Interim Town Attorney and the Acting Town Manager to make the proper updates to the purchasing manual and any other policies needed to comply with the OIG recommendations. In the purchasing manual disciplinary action for the misuse of purchases is located on page 43 and 44.

The Town of Pembroke Park voting meets are once a month. After the report was released on September 28, 2023, staff immediately started working on providing the OIG with the policies requested.

There are two additional documents reflecting the recommendations from Interim Town Attorney Horowitz memo dated **October 18, 2023**. Also, a letter sent to JLAC advising them of the updates to the purchasing manual and travel policy.

The approval of the purchasing manual was on **November 8, 2023**. (minutes attached). It was also first reading of the travel Ordinance No. 2023-014, and second reading was approved on **December 13, 2023**, (summary attached).

***TRAINING WAS SCHEDULED AND COMPLETED BY THE END OF DECEMBER.**

RESOLUTION NO. 2023-025

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS OF THE TOWN OF PEMBROKE PARK TO IMPLEMENT PURCHASING POLICY AND PROCEDURES MANUAL, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE PURCHASING POLICY AND PROCEDURES MANUAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, upon review and consideration of the Broward County OIG closing memorandum regarding certain Town purchasing policies and procedures, undertook a comprehensive review of the Town's purchasing policies and procedures; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, deems it to be in the best interests of the public to update and implement changes to the Town's purchasing policies and procedures consistent with the OIG's recommendations.

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

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby approves the updated Purchasing Policy and Procedures Manual, attached hereto as Exhibit "A," said Manual having been submitted for consideration to the Town Commission in written form.

Section 3. The Town Manager is authorized to conform and make additional changes to the Manual which are consistent with the Town's ordinances, resolutions and

policies as needed and approved as to form and legality by the Town Attorney without further approval of the Town Commission.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 8th day of November, 2023.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

{00585398.1 3399-0000000 }

Town of Pembroke Park Purchasing Policy & Procedures Manual

Effective November 8, 2023
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FOREWORD

The Town of Pembroke Park is dedicated to fairly, equally, and impartially administer its purchasing program. To that end, the Town of Pembroke Park Purchasing Policy and Procedures Manual has been developed to serve as a guide that describes and explains the responsibilities of the Town's purchasing processes.

This Purchasing Policy and Procedures Manual contains guidelines and procedures to be followed in the daily administration and management of the purchasing function. This manual has been developed to serve as an outline to assist in making informed decisions regarding Town purchases. Due to the variety of needs and requirements governing each type of purchase, not all possibilities can be addressed in detail in this manual.

Interpretation of the procedures outlined in this manual is the responsibility of the Chief Purchasing Officer, subject to the guidance and supervision of the Town Manager.

This manual is effective immediately upon issuance and supersedes all previously issued purchasing policies, manuals, instructions, or directives. The Purchasing Manual is subject to periodic revision as an administrative policy subject to the final approval of the Town Manager or designee. The Purchasing services employees encourage any suggestions to improve the effectiveness of the purchasing process.

If at any time you have a specific question regarding purchasing functions, you should contact the Finance Department at 954-966-4600 ext. 232.

Section I – General Provisions

A. PURPOSE

The purpose of the Purchasing Policy & Procedure Manual is to provide guidance and support for the formal rules adopted by the Town Commission governing the purchasing process contained in the Town's purchasing ordinance, Chapter 2, Article V, of the Town's Code of Ordinances.

This manual is intended to assist in the procurement of goods and services at the best possible price, with fairness and integrity in the operations of the Town of Pembroke Park. The Town maintains a unified purchasing system with centralized responsibility under the charge of the Chief purchasing officer who serves as the Town's purchasing and contracts manager. The Town's purchasing process ensures fair and equitable treatment of all vendors who deal with the Town. In addition, this manual provides assurances for maintaining a purchasing system of quality and integrity and increases public confidence in the procedures followed by Town purchasing.

This policy shall apply to all purchasing activity, except as otherwise provided for in the Town's Code of Ordinances.

B. LEGAL PROVISIONS

The principles of law and equity, including the Uniform Commercial Code of this State, the law relative to ethics, and the law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, and mistake of bankruptcy shall supplement the provisions of this policy.

The Town's purchasing policy is governed by the Town of Pembroke Park Code of Ordinances from Section 2-120 to 2-137. Copy of the ordinance code can be found at: https://library.municode.com/fl/pembroke_park/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTVPR

In any situation where compliance with this policy will place the Town in conflict with State or Federal Law or terms of any grant, or cooperative agreement, the Town shall comply with such Federal or State law, grant requirements, or authorized regulations that are mandated and which are either not reflected in this policy or are contrary to provisions of this policy.

C. ETHICS AND VENDOR RELATIONS

The Town of Pembroke Park hold their employees to a purchasing standard that was put in place to ensure that the purchasing process is as fair as possible. The Town shall comply with all applicable federal, state and local laws. In the event of a conflict between the provisions of this article and the County Ethics Ordinance, the County Ethics Ordinance shall control.

1. Town staff must avoid actual or perceived (regardless of its validity) misconduct or compromising behavior during the purchasing process. Strict adherence to proper purchasing practices must be followed at all times to protect the reputation of the Town.

2. Town staff shall not solicit, accept, or demand from any vendor any form of personal compensation. This includes money, goods and/or services, offers of employment, reciprocal agreements, or discounts for personal gain.

3. Staff shall use caution when dealing with vendors to ensure that proper policies, procedures, and ethics are adhered to.

4. All vendors must be afforded equal opportunities to compete.

5. The Town will strive to maintain strong and enduring relationships with vendors of proven ability and a desire to meet the Town's needs. To accomplish this, purchasing activities will be conducted so that all vendors will value the Town's business and make every effort to furnish its requirements on the basis of the

most economical quantity, suitable quality, timely delivery, adequate service, and lowest possible price.

6. If a vendor assists in writing specifications, or is paid as a consultant to do so, they shall not be allowed to submit a bid in response to the respective solicitation. Any firm participating in writing or otherwise having an influence on the specifications or the solicitation document(s) will not be considered for award. If a department receives assistance or advice from vendors in preparing their specifications, they must submit the vendor's name(s) to the Chief Purchasing Officer. This will assist in ensuring that the purchasing process does not experience any problems or protests and address any potential proprietary specifications that the vendor may have suggested.

7. In accordance with Chapter §112.313 Florida Statutes, Town employees shall not contract with the Town through any corporation or business entity in which they or their immediate family members hold a material interest (e.g. ownership of (5%) five percent or more). Immediate family members (spouse, parents, and children) are generally prohibited from contracting with the Town.

8. Bid shopping shall NOT be permitted; i.e., no one shall obtain pricing from a vendor and request other vendors to meet or beat the disclosed price. However; this restriction shall not apply to reverse auctioneering. New sources of supply will be given due consideration.

Section II – General Guidelines

A. PURCHASING AUTHORITY

Purchasing authority is governed by set thresholds as stipulated in the Town's code of ordinance. The Town Manager may approve and execute contracts for purchases less than and equal to ten thousand dollars ($10,000.00), if item is contracted or purchased is an item set forth as a line item in the current budget and is appropriated. Purchases greater than ten thousand dollars ($10,000.00) must be approved by the Town Commission and contracts executed by the Town Mayor.

B. PURCHASING CATEGORIES

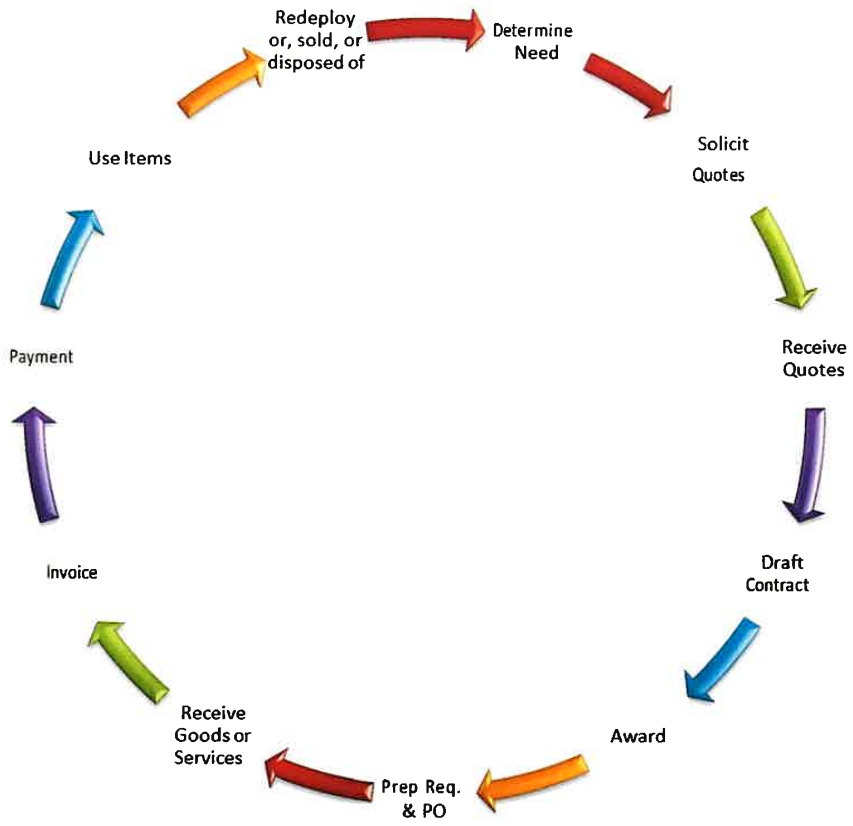
1. The purchase of services or commodities in the amount of four thousand nine hundred and ninety-nine dollars ($4,999.00) or greater shall be permitted only after written proposals from at least two (2) different sources are received by the Town for consideration, and the Town approves the most responsible and responsive proposal.
2. The purchase of services or commodities in the amount of ten thousand dollars ($10,000.00) or greater shall be permitted only after written proposals from at least three (3) different sources are received by the Town Commission for consideration, and the Town Commission approves the most responsible and responsive proposal.
3. The purchase of services or commodities in the amount of twenty-five thousand dollars ($25,000.00) or greater shall be permitted only after a competitive solicitation process (as defined in the Town Code) and the Town Commission approves the most responsible and responsive proposal, excluding the following exceptions and other exceptions outlined in more detail in Section 2-125 of the Town Code:
   a. Small purchases
   b. Sole source purchases

c. Proprietary purchases
d. Emergency purchases
e. Piggy-Back Agreements
f. Cooperative Purchasing
g. Real property (land or buildings) purchase, lease or rental
h. Insurance and insurance-related products
i. Works of art for public places
j. Goods and/or services accepted by the Town via grant, gift, or bequest

C. PURCHASING CYCLE

The purchasing cycle begins with the determination of need and ends with the proper disposal of items that are no longer of use to the Town. The following activities make up the purchasing cycle:

1. Determination of need
2. Issue solicitations/request quotes
3. Receipt, documentation, and evaluation of solicitations/quotations
4. Draft and negotiation of contract (if applicable)
5. Award by Town Manager or Commission Approval (if applicable)
6. Execution of Contract (if applicable)
7. Preparation of purchase order and issuance of purchase order
8. Receipt, inspection, and approval of goods and/or services are satisfactory
9. Invoice submitted by vendor
10. Approval and payment of invoice
11. Items are utilized to their fullest potential by the requesting department
12. Items may be redeployed to other departments within the Town, sold or otherwise disposed of



D. UNAUTHORIZED PURCHASES

No officer of the Town shall, except in cases of emergency as specified herein, issue any oral or written purchase order, contract, or conduct open market purchases in any manner unless specifically authorized by the Town Code. The Town shall not be bound by purchases made without proper authorization or in any unauthorized manner. Except as provided in the Town Code, it shall be unlawful for any Town Officer or employee under the supervision of the Town Manager to order the purchase of any materials or supplies or make any contract for municipal materials or supplies or services within the purview of the Town Code other than through the

central purchasing organization, and the Town shall not be bound by any purchase order or contract made contrary to the provisions of the Town Code. Employees involved in unauthorized purchases will be referred to the Human Resources Department and or will be subject to disciplinary action.

NOTE: No item or service is to be ordered, received, or paid for without use of a Purchase Order (Regular, Open, or Emergency), or Purchasing Card, with the exception of an authorized Check Request payment or permission of the Chief Purchasing Officer or designee.

No employee may use Town property for his/her own personal use. (Public Purpose)

No employee may use the purchase power of the Town of Pembroke Park to make private purchases; in addition, employees should not have private purchases sent to the Town C.O.D. to be paid for by the employee.

Section III – Selection of Vendor

A. GENERAL GUIDELINES

There are five methods for selecting a vendor used by the Town: Quotes, Invitations to Bid (ITB), Requests for Proposals (RFP), Requests for Qualifications (RFQ), Invitation to negotiate ("ITN"), and Request for information ("RFI"). Quotes, written and/or verbal, are normally used when the expected cost of goods or services is $25,000 or less. This is the informal method of selecting a vendor. The remaining five methods, ITB, RFP, RFQ, ITN and RFI, are formal competitive methods for selecting a vendor. Formal competitive selection methods must be used when costs are expected to be above $25,000 and may be used for smaller purchases when the Town will derive sufficient additional benefit to justify their use.

Exceptions to the required vendor selection methods are permitted in specific instances (See Part D. below in this section) or when pre-approved by the Town Manager, Chief Purchasing Officer or designee in other limited instances.

Under no circumstances should known or anticipated annual requirements for goods and services from a vendor be broken into smaller quantities to circumvent the requirement to use a formal vendor selection process. The Town's purchasing policies are based on the total dollar amount of purchases made with a vendor in a given fiscal year. An annual purchase order must reflect the anticipated total amount of business to be done with a vendor for the year.

B. INFORMAL VENDOR SELECTION METHODS

The informal vendor selection methods may be utilized where the cost of goods or services does not exceed $9,999.99. The following procedure must be followed:

TABLE 1 – COST LEVELS / REQUIRED DOCUMENTATION

AMOUNT	REQUIRED DOCUMENTATION
$0 to $4,999.99	Two verbal quotes/proposals
$5,000.00 to $9,999.99	Two written documented quotes/proposals
$10,000.00 to $24,999.99	Three written documented quotes/proposals
$25,000.00 and greater	Requires competitive solicitation

Quotes must be consistent in content for comparison purposes. Quotes must include the vendor name, contact person, date, a clear description of the goods or services being offered by the vendor, a statement of price, and the terms of the sale. All quotations and Quotation Summary Form shall be attached to the using department's purchase order.

Note: Effective with the publishing of this manual, all purchases that require quotes, whether verbal or written, must be done with a purchase requisition/purchase order.

C. FORMAL COMPETITIVE VENDOR SELECTION METHODS

Formal competitive vendor selection methods utilize competitive bidding to allow a maximum degree of competition among a number of suppliers offering similar products or services. All purchases of goods and services, where the total annual

cost of the purchases or contract will exceed $25,000, must be approved by the Town Commission.

A determination is made by a designated Town Employee after consultation with the user department, as to which formal competitive vendor selection method will be used.

ITB, RFP, RFQ, ITN and RFI are effective formal procedures for soliciting competition from vendors in the purchasing sector. The ITB is awarded to the "lowest responsive, responsible bidder" as determined by the Chief Purchasing Officer or designee in consultation with the requesting department. The RFP uses several different evaluation criteria, including price, to determine award. The RFQ ranks respondents based on their qualifications and experience. The ITN is utilized is to obtain proposals from interested and qualified firms so that the Town may enter into negotiations with the firm or firms determined most capable of providing the required supplies and service. Evaluation is based on the experience of the responders and follow up discussions with them. The RFI is utilized when it is considered impractical to prepare a purchase description to support an award based on price or detailed scope of work.

1. Invitation to Bid (ITB)

Invitation for bid means a written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the Town is capable of specifically defining the scope of work for which a service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form,

any additional documents or information required by the state, federal government or county and other required forms and documents to be submitted with the bid.

In determining the "lowest responsive, responsible bidder", the Chief Purchasing Officer shall consider:

A. The prices contained in the bid.
B. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
C. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
D. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
E. The quality of performance of previous contracts of services, including, but not limited to, Town contracts.
F. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
G. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
H. The quality, availability and adaptability of the commodities, or services to the particular use required.
I. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
J. The number and scope of conditions attached to the bid.
K. The overall cost to the Town.
L. The best interests of the Town.
M. Any other requirements imposed by state, federal or county rules or regulations.

2. Request for Proposal (RFP)

Request for proposals means a written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include but is not limited to general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The Town may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responses are evaluated by an evaluation committee and facilitated by the Chief Purchasing Officer. Depending on the number of responses received, a shortlist of firms are identified for further consideration. If needed, the evaluation committee may decide to conduct interviews with or ask for presentations from the short listed vendors. Based on the interview, experience and responses, the short listed firms are ranked.

The award shall be made to the responsible proposer or offeror whose proposal or offer is determined to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A summary of the basis on which the award is made shall be included in the contract file.

3. Request for Qualifications (RFQ)

Request for qualifications means a written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The Town may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responses are evaluated by an evaluation committee and facilitated by the Chief Purchasing Officer. Depending on the number of qualification responses received, a shortlist of firms are identified for further consideration. If needed, the evaluation committee may decide to conduct interviews with or ask for presentations from the short listed vendors. Based on the interview, experience and qualifications, the short listed firms are ranked.

The award shall be made to the responsible proposer or offeror whose proposal or offer is determined to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A summary of the basis on which the award is made shall be included in the contract file. The award of the RFQ/RFI contract shall to be approved by Commission.

4. Invitation to negotiate ("ITN")

Invitation to negotiate is utilized when the Chief Purchasing Officer determines that a purchasing request is not suitable for an invitation for bid or request for proposals, and that concurrent negotiation with one (1) or more vendors may be necessary for the town to receive the best value, the purchasing manager may procure commodities and contractual services by competitive sealed replies solicited through an invitation to negotiate. This source selection method does not apply to procurements subject to the Consultants' Competitive Negotiation Act, F.S. 287.055, unless expressly permitted by statute.

5. Request for information ("RFI")

Request for letters of interest means a written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interest shall include but is not limited to, general information and a submission deadline. The Town shall engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Officers shall be accorded fair and equal treatment with respect to any opportunity for discussion.

Responses are evaluated by an evaluation committee and facilitated by the Chief Purchasing Officer as described in the RFP section. Based on the experience and qualifications, the responses are ranked. This ranking is presented to the Commission requesting authorization to enter into contract negotiations with the top ranked vendor. The resulting RFI, RFQ contract will then brought back to Commission for final approval, unless the Commission authorizes final approval otherwise.

The Town may engage in negotiations with responders for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

D. EXCEPTIONS

The following are exceptions from the requirements of the competitive vendor selection process. Please refer to the Town Code of Ordinances, Chapter 2, Administration, Article V, Purchasing, Section 2-125 for further details. Exceptions must be pre-approved by the Chief Purchasing Officer or designee. Purchases not subject to the competitive procurement requirement must still have the same levels of approval as purchases subject to the regular competitive vendor selection process.

A. ***Emergency purchases***. In urgent cases of compelling emergency that require the immediate purchase of commodities or services, the Town Manager, with the concurrence of either the Mayor or if the Mayor is absent from the Town or otherwise unable to act, the concurrence of the Vice Mayor, is empowered to waive competitive bidding or competitive proposals and authorize the Finance Director to secure by open market procedure any commodities or services, notwithstanding the estimated cost of the commodities or services. The Town Manager shall include a written report of the circumstances of said emergency purchase at the next regular or special Town Commission meeting.

B. ***Professional services***. Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding or competitive proposals, are exempt from this section of the Code; however, state laws, such as the Consultants' Competitive

Negotiation Act of the Florida Statutes, as may be amended from time to time, to the extent applicable, shall be followed.

C. ***Single-source and sole-source commodities or services***. Single-source and sole-source commodities or services are exempt from this section of the Code.

D. ***Utilization of other governmental agencies' contracts (Piggy Back)***. Commodities or services that are the subject of contracts with the state, its political subdivisions or other governmental entities, including the United States government, are exempt from this section, provided, however, that this subsection shall apply only if the contract expressly permits or if the awarding jurisdiction and/or the vendor agree to allow the Town to purchase therefrom, and if either:

   i. the commodities or services are the subject of a price schedule negotiated by the state or federal government or by competitive bid by another governmental agency and not on any preference; or

   ii. the price offered for the commodity or service exactly equals or is lower than the governmental contract from vendors awarded such governmental contract. Where an award is made pursuant to this paragraph, the terms and conditions agreeable to the Town may be used in lieu of those terms and conditions of the contract with the other governmental agency.

E. ***Cooperative purchasing***. Cooperative purchasing plans are exempt from this section of the Code.

Section IV – Formal Competitive Solicitation Process

Once the appropriate vendor selection method has been determined, the solicitation process will be overseen by the Chief Purchasing Officer, as shown below.

A. SPECIFICATIONS

The Chief Purchasing Officer will ensure the solicitation documents include specifications that are as well-defined as possible. The user department is responsible for developing specifications, such as bid specifications, scope of service and evaluation criteria. As the prime user, the department is best aware of any special characteristics, any new developments in the field, as well as the technical specifications of the product or service. The Chief Purchasing Officer may review specifications and make suggestions, such as alternate products, when appropriate.

The Chief Purchasing Officer shall strive to assure that all specifications issued by the Town provide for free and open competition among all vendors and preclude lock-in of any vendor or brand, unless items are purchased under approved sole source or sole brand provisions. Any specification may eliminate some vendors or brands if the vendor or brand does not meet the legitimate needs of the Town.

There are many different types of specifications; however, all specifications regardless of the type must be clear and complete. A specification is an essential communication link between the Town and the vendor. The specification must clearly and completely express the needs of the Town in such a manner that the vendor will have the same understanding as that of the Town in what is required. The following are some of the more common type of specifications:

1. Brand Name Specification

   A specification using one or more manufacturers' brand names, with identifying model numbers, to describe the acceptable items; all other items will be excluded. Since use of a brand name specification is restrictive of product competition, it may be used only when pre-approved by the Chief Purchasing Officer.

2. Name "or Equal" Specification

These specifications describe the characteristics of the item required by reference to a particular manufacturer's product, referring to that product by its brand name and model number. These specifications describe the standards of quality, performance, and other characteristics needed to meet the requirements of the solicitation, and invites bids for equivalent products from any manufacturer. These are often used to obtain low-value, commercially available products, such as janitorial supplies, office supplies and chemicals.

3. Design Specification

A design specification is also known as a material and method of manufacture specification. This type of specification spells out in great detail the physical characteristics including size and shape, the materials to be used and the manner in which they are to be assembled or processed. Design specifications may also reference engineering drawings or plans. A design specification is generally not appropriate for standard commercial items; its use being reserved for "made-to-order" products.

4. Performance Specifications

Performance specifications describe the functions which must be performed without or with only a limited reference to materials to be used or construction details. Performance specifications are non- restrictive, they spell out standards of performance, define operating limits, describe a specific task, emphasize dependability and reliability and look at the end result. Performance specifications are non-restrictive and encourage vendors to be innovative and propose a variety of means to accomplish a stated performance measure and to determine whether or not a performance specification has been satisfied.

B. SOLICITATION DOCUMENTS

The Chief Purchasing Officer will ensure all solicitation documents are properly prepared, with particular emphasis on effective specifications as discussed in the prior section, and distributed as appropriate. In conjunction with the preparation of the solicitation documents, the Chief Purchasing Officer will make time available to provide information to all potential responders.

C. PUBLIC NOTICE

Public notice of the ITB, RFP, RFQ, ITN or RFI shall be given not less than ten (10) calendar days prior to the date set forth in the notice for the opening of the responses. Such notice shall be given by publication in a newspaper of general circulation within Broward County, at a minimum. The notice shall state the place, date, and time of the opening of the responses.

D. RESPONSE SUBMISSIONS

All responses shall be submitted in sealed envelopes which shall be clearly identified with the name and number of the response on the exterior of the envelope and delivered to the Town Clerk's office.

E. SURETY

Bid deposits. When deemed necessary by the Chief Purchasing Officer, bid deposits or sureties shall be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to return of such deposit or surety where the Chief Purchasing Officer has required same. A successful bidder shall forfeit any deposit or surety required by the Chief Purchasing Officer upon failure on its part to enter a contract within fifteen (15) days after the award. In the event that State, Federal or County

laws or regulations require additional advance notice, the Town shall comply therewith.

Sureties on performance. For all competitive bids seeking commodities or services in excess of two hundred thousand dollars ($200,000.00) the Chief Purchasing Officer or appropriate staff person, shall include as a requirement of such advertised bids a performance bond in the total contract amount. The Chief Purchasing Officer, in his or her discretion, may require such performance bonds for bids seeking commodities or services in an amount of two hundred thousand dollars ($200,000.00) or less. The Chief Purchasing Officer shall have the discretion to waive the performance bond requirement in the event of an undue hardship or emergency. Any bonding company used must be listed on the United States Department of the Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by "Best's Key Rating Guide," published by A.M. Best Company, and be authorized to do business in Florida.

In lieu of the bond required by this section, a contractor may file with the Town, an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. ch. 625, pt. II (F.S. § 625.50 et seq.). Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required hereunder. The appropriate representative of the Town shall make the determination of the value of the alternative form of security.

F. ADDENDA

Written addenda will be issued when changes, clarification or amendments to the invitation for bid are deemed necessary, including but not limited to a major change to the approved plans during the advertising period.

G. CANCELLATION OR POSTPONEMENT OF RESPONSE OPENING

Any time prior to the response opening date and time, the Chief Purchasing Officer may postpone the opening or cancel the solicitation in its entirety.

H. FORMAL OPENING OF RESPONSES

Responses shall be opened by the Town Clerk at the time and place designated in the public notice. The opening shall be witnessed by the Chief Purchasing Officer, or designee. Bids and responses received after the time and date specified in the solicitation document shall not be opened, but will be reported to the Town Manager.

Names and amounts of each bid shall be read aloud by the Town Clerk the tabulation of all bids received shall be posted for public inspection on the website by the Chief Purchasing Officer.

All response documents shall become the property of the Town and will not be returned to the responders. The original copy of the bids opened shall be filed in the Town Clerk's office. When the contract is awarded, all documentation produced as part of the contract shall become the exclusive property of the Town.

The Town reserves the right to waive any irregularities in the bids, as determined by the Chief Purchasing Officer or designee.

For an RFP, RFQ, ITN or RFI response, the Chief Purchasing Officer, or designee, may, at the evaluation committee's request and within a reasonable time period after the response opening, request additional or corrective information of the responder concerning his/her responsibility to perform, and the bidder may voluntarily, after

bid opening, provide additional or corrective information concerning responsibility as a vendor. Failure to provide the requested information may deem the bid non-responsive.

I. MODIFICATION OR WITHDRAWAL OF RESPONSES

Responses may be modified or withdrawn by an appropriate document duly executed and delivered to the office of the Chief Purchasing Officer at any time prior to the submission deadline. A request for withdrawal or modification must be in writing and signed by a person duly authorized to do so. Any modifications made by the Town to the solicitation documents prior to the opening of the responses shall be by addenda provided in writing to the same potential responders to whom the original solicitation documents were presented.

After expiration of the period for receipt of responses, no withdrawal or modification is permitted, except in extenuating circumstances. If within twenty four (24) hours after responses are opened, any responder files a duly signed written notice with the Town, through the office of the Chief Purchasing Officer and within five (5) calendar days, thereafter demonstrates to the satisfaction of the Town, by clear and convincing evidence, that there was a material mistake in the preparation of the response, or that the mistake is clearly evident on the face of the response document but the intended correct response is not similarly evident, then the responder may withdraw its response document. Thereafter, the responder will be disqualified from further bidding on the contract for which the response was withdrawn.

Section V - Formal Solicitation Evaluation Process and Award of Contract

Once the solicitation has been completed and all responses have been received and opened, the responses will be evaluated and a contract awarded as follows:

A. REJECTION OF RESPONSES

The Town Manager and Town Commission may reject any bids, parts of all bids or all bids for any one (1) or more commodities or services included in the proposed contract when the public interest will be served thereby. The Chief Purchasing Officer shall not accept a bid from a contractor who is in default on the payment of taxes, licenses or other moneys due the Town or any debarment.

After an initial review of responses, responses may be rejected for any of the following reasons:

- If the evidence submitted by a responder or if investigation of a responder fails to satisfy the Town that the responder is properly qualified to carry out the obligations and to complete the requested work.
- If there is reason to believe collusion exists among responders.
- If the response is not responsive, not delivered by the due date and time or not delivered to the Town Clerk's office, not properly signed or is unsigned, shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any other kind. The Town reserves the right to waive such technical errors as may be deemed in the best interest of the Town.

B. EVALUATION AND AWARD OF CONTRACT - INVITATION TO BID

Purchasing shall provide the bid tabulation and full copies of the bids to the Town department for review, and a written recommendation of award.

The Chief Purchasing Officer shall review each bid thoroughly, and determine if the Town department's recommendation is accurate. If not, a meeting with the Town department head shall be held.

The contract shall be awarded to the "lowest responsive and responsible" responder whose response meets the requirements and criteria set forth in the solicitation documents utilizing the criteria set in Section III, C(1) (need to check code for compliance) above.

If two or more qualified responders are tied:

1. The contract may be split when it is to the Town's advantage as determined by the Chief Purchasing Officer.
2. If the Chief Purchasing Officer determines not to split the bid, the contract shall be awarded by first preference to businesses with drug free workplace programs as described in herein below and then by publicly drawing lots.

No contract of purchase shall be subdivided to avoid the requirement of an ITB.

A recommendation for vendor selection, together with the criteria used for selection, will be presented to Town Commission by the user department for approval, along with a request that staff be authorized to sign a contract with the recommended vendor.

C. EVALUATION AND AWARD OF CONTRACT – ALL OTHERS

The award shall be made to the responder whose proposal is the most advantageous to the Town, taking into consideration evaluation criteria set forth in the solicitation document. The vendor selection process is done through an evaluation committee,

(Committee), appointed by the Chief Purchasing Officer and comprised of a member of the user department, together with at least two other members familiar with the goods or services being evaluated. Each committee member shall attendee the evaluation committee training session and complete a "Conflict of Interest Statement" upon appointment to the committee and prior to review of submittals. The evaluation committee is subject to Sunshine Law requirements and shall be noticed.

The Committee shall review all qualifications and submittals of those firms responding based on predetermined criteria contained in the solicitation document. The Committee will then score each qualified response using the predetermined criteria.

Depending on the number of qualified responses received, the Committee may reduce the number of responders to be evaluated further to a minimum of three (called a "short list"), based on the ranking (highest points). If less than three qualified responses have been received, all qualified responses must be considered. The Committee may choose to hold discussions with all responders on the "short list". Such discussions may encompass formal presentations by each responder. The format of the discussion must be the same for each responder.

If the Committee requires clarification of the original response, they may request revised proposals.

For an RFP, once the Committee has ranked the qualified responses, the ranking information will be presented to Town Commission by the user department with a request for approval along with a request for the proper Town official(s) to be authorized to negotiate and execute the contract.

For an RFQ, ITN or RFI, a recommendation for vendor selection, together with the ranking information, will be presented to Town Commission by the user department. Additionally, it will be requested that staff be given direction to negotiate a contract, subject to final Commission approval.

Following vendor approval by the Commission, the next step in the RFQ, ITN or RFI process is for the proper Town official(s) to negotiate a contract with the highest ranked vendor(s) at a compensation determined to be fair and reasonable. If this proves unsuccessful, negotiations will be formally terminated and negotiations will begin with the next highest ranked vendor. This will continue until an acceptable contract is agreed to or until negotiations with all vendors on the short list have been unsuccessful. If no contract can be negotiated with any vendor on the short list, a new solicitation must be initiated. If a successful contract is negotiated with a vendor, a recommendation will be presented to the Commission by the user department to approve the contract with the indicated vendor.

D. NOTICE OF AWARD

Upon approval by the Commission, the successful vendor will receive a Notice of Award by the Chief Purchasing Officer indicating the vendor's selection. The Notice of Award is contingent on a contract being executed and the required certificates of insurance and applicable bond coverage/financial assurances have been received and approved. If the selected vendor fails to provide the required coverage documents or fails to deliver the signed contract within the specified time, the Town may annul the Notice of Award. No work can commence until the Notice to Proceed (NTP) and purchase requisition is forwarded by the responsive department.

E. BOND RELEASE

All responders' bid bonds, if required for a solicitation, will be retained until the selected vendor has met all requirements for the final contract award. At that time, the bid bonds of the unsuccessful responders will be returned. If the successful vendor fails to meet these requirements and the Town annuls the Notice of Award, the successful vendor's bid bond shall be forfeited.

F. NOTIFICATION TO RESPONDENTS

After the contract award has been finalized, the Chief Purchasing Officer will notify the remaining respondents of the selection.

Section VI – Purchases Order Process for Purchases $24,999.99 or Less

A. PURCHASE ORDERS

1. Purpose

Purchase orders are required for any purchase greater than $1,500.00. Town code provides for purchase orders be completed for all purchases requiring quotations. Quotations and the quotation summary form are required to be attached to the purchase order. The purchase order serves to inform Finance of the needs of a specific user department and to correctly define the material or service requested for goods and services. The order is not an order, but merely the request to procure the item(s) or service(s) in accordance with established Town purchasing policies and procedures.

The procedures that are set forth in this manual have been established as a tool used by Finance for the processing of all Orders. The purchase order begins with the issuing department.

2. When Prepared

The requesting department should anticipate their requirements and submit Orders and quotes allowing ample time for Finance to complete action to secure the items needed at the time required. Rush or emergency orders shall be authorized on a case-by-case basis to avoid additional costs affiliated with expediting delivery.

3. Who Prepares

Purchase order shall originate in the using department at the level where the purchase is to be used and electronically sent to Finance after receiving approval of the Department Director or designee.

4. Data Entry of Order

A properly prepared order must, at a minimum, contain the information listed below.

1. Go to **Purchase Order Entry**.
2. Click Add.
3. Select a **Vendor**. If not available, see New Vendor Process
4. Select the ship to
5. enter summary of the PO description line
6. Select the **Department**.
7. Verify or enter the **Post Date**.
8. Select a staff member in **Requested By** (this is automatically generated when the employee logs into the P.o software)
9. If creating a Blanket purchase order, enter the **Expire Date**.
10. Select the **Price Source** (scan quotes, bid information, contract etc.)
11. (Optional) Select/enter relevant items for the current purchase order.
12. Enter the **Quantity**.
13. Verify or select the **Unit**.
14. If available, verify or select the **Product/NAICS Code**.
15. Verify or enter the **Item Description**.
17. Enter the **Unit Price**.
18. Verify or enter the **GL Number**.
19. If applicable, click GL to view/edit the distribution; click **Close** to return to order entry.
20. Click **Save**.

21. If any of the items meet the criteria set in Program Setup for asset flagging, a dialog appears letting you confirm asset status. Uncheck any you don't want included and click **Ok**.
22. ** There is a section to add notes, include any information Commission approvals. (ex. Date and line item)
22. The entry is in Order state and will not become a purchase order until approved by Town Manager.

Finance shall review, approve or return a purchase requisition within 7 days from when it has been approved by the requesting department director. An order lacking or containing incorrect information will be returned to the originating department for completion or compliance. This will cause a delay of the purchase order processing. When in doubt, call Finance for assistance prior to submitting for approval.

Once all required fields are completed and the requesting department enters through all of the necessary steps, the Finance Department sends notification email the purchase order to the Department Director for their approval. No person under a Department Director or designee(s) may approve purchase orders for processing based on security levels.

If the purchase order is validated, approved and posted by the Department Director, the Finance Department sends notification email the purchase order to Finance for the next step in processing a purchase order.

If the purchase order is not approved, or if the Department Director, Finance, or Town Manager has a question, the purchase order can be returned to the requesting department, or canceled altogether. Then the ordering process must be repeated. The requesting department must satisfy any question(s) and then return the order for re-approval.

A purchase order is a computer-numbered form that only the Purchasing Division staff has system access to generate a purchase order.

A purchase order is received by Finance via computer only after the Department Director or designee has authorized it by their computer approval process.

Finance will review the purchase order for compliance as follows:

1. If the description is adequate;
2. If quotations were obtained and are properly documented;
3. If the purchase order is authorized by a resolution, the resolution number must be listed in the body of the purchase order;
4. If there was an Emergency Purchase;
5. If the account information is correct and budgeted funds are available. If it is found that funds are not available in the account, Finance will contact the requesting department for further action.
6. If the vendor is listed as a sole source or single source provider, that proper documentation is submitted by the requesting department.
7. If proper purchasing policies have been followed as determined by the amount of the purchase order.

Section VII – Purchasing Card (P-Card) Policies & Procedures

A. INTRODUCTION

The Town of Pembroke Park Purchasing Card Program is designed to improve control and efficiency in processing purchases from any vendor that accepts the visa credit card. All uses of the Town P-Card shall be for a municipal purposes as defined in Section 166.021(2), Florida Statutes, except when expressly prohibited by law.

This program will allow the employee/cardholder to purchase approved commodities and services directly from our vendors. Each purchasing card is issued in the name of an employee with "Town of Pembroke Park" as the government buyer of goods and services, and the Town sales tax exemption number, clearly shown on the card. Cardholders will also be issued a copy of the Town's sales tax exemption certificate.

The Finance Department will monitor the performance of the program. All questions or concerns should be directed to:

The Finance Director 954.966.4600 ext. 232

The purpose of these policies and procedures is to accomplish the following:

1. To ensure purchasing card purchases are in accordance with the Town of Pembroke Park's Purchasing Ordinance (Chapter 2, Article V) and adopted policies and procedures.

2. To provide an efficient method of purchasing and paying for goods and services from specified vendors within specified commodity groups, within a

predetermined amount per item purchased, per total invoice purchase or per total per day, week or month per vendor.

3. To reduce transaction processing time.

4. To provide procedures and policies for disciplinary action if a purchasing card is misused.

5. To ensure budget, commodity, and vendor control over purchases.

6. To provide for purchases during a state of emergency (e.g., hurricane)

The policies and procedures provided herein are minimum standards for departments. Departments may establish additional controls as deemed necessary.

How It Works

The purchasing card system simplifies the purchasing/disbursement process. Purchasing responsibility is delegated to the ordering department enabling an authorized cardholder to place an order directly with the vendor.

When a purchase authorization is requested by the supplier at the point of sale, the Visa purchasing card system validates the transaction against preset limits established by the Department Director and Finance. All transactions are approved or declined electronically based on the purchasing card authorization criteria established. The authorization criteria may be adjusted periodically as needed and may include, but are not limited to, the following:

- Approved Vendors
- Approved Commodities

- Number of transactions allowed per day
- Number of transactions allowed per month
- Single item purchase limit
- Daily transaction limit
- Monthly total

By signing the Purchasing Card User Agreement, the employee affirms that they have read and are familiar with Section VII – Purchasing Card (P-Card) Policies & Procedures of this manual. Employees who misuse or abuse card usage may be subject to disciplinary action up to and including termination of employment.

Who Does What?

The following is a summation of the responsibilities of the individuals involved in the purchasing card system.

Department Director

- Request purchasing cards for designated employees
- Request transaction limits
- Responsible for authorizing charges (or designated representative)
- Ensure compliance with all additional approval requirements prior to purchase (quotes, solicitation, Commission approval, etc.)
- Monitor availability of budgeted funds
- Review receipts and cardholder statement(s)
- Ensure that approved cardholder statement(s) along with all supporting documentation, are sent to Finance each month
- Notify Visa of any disputes and follow dispute procedures
- Document all disputes
- Notify Finance of open disputes

- Collect card from cardholders who end employment
- Notifies Finance of cards that need to be terminated. Comply with all purchasing and purchasing card policies and procedures

Cardholder

- Hold and secure purchasing card
- Request/receive authorization to purchase, if applicable
- Order/receive materials and services
- Ensure sales tax is not charged
- Collect and save all sales receipts/invoices
- Compare receipts with supporting documentation and verify totals are the same
- Request correct receipt and credit slip (never cash or store credit) if totals do not agree
- Match receipts with monthly card statement
- Identify disputed charges
- Immediately notify Finance and cardholder's Director of lost or stolen card
- Responsible for all missing documentation
- Resolve all issues with vendor - notify Finance of any unresolved issues
- Comply with all purchasing and purchasing card policies and procedures

Finance

- Receive approved cardholder statements and supporting documentation
- Confirm that all department monthly spend reports are complete and are authorized by Department Directors
- Notify departments when approved department documentation is not received on time
- Receive monthly statements from the current credit company provider
- Reconcile statements to Town Total Summary

- Verify all documentation received
- Pay all non-disputed monthly charges from consolidated statement
- Process related accounting data
- File and store statements, receipts, etc.
- Monitor missing documentation
- Identify any violations or discrepancies
- Ensure compliance with all purchasing and purchasing card policies and procedures

Finance/ Visa Account Administrator and or designee

- Coordinate program policy issues
- Initiate and distribute all purchasing cards
- Execute the Purchasing Card Employee User Agreement
- Block commodity codes for purchasing card program
- Initiate training program for all cardholders
- Request issuance and cancellation of cards
- Maintain policy and cardholder guides/manuals
- Evaluate purchasing card feedback from vendors and departments
- Coordinate and maintain internal controls
- Handle billing disputes
- Participate in ongoing program reviews
- Conduct semi-annual inventory of purchasing cards

B. POLICIES AND PROCEDURES

Assignment and Control of the Purchasing Card

Purchasing cards will be requested by Department and issued by Finance to individual employees who frequently purchase goods and services of a pre-approved amount. The Purchasing card will have the employee's name, "Town of Pembroke

Park", the Town sales tax exemption number and the expiration date embossed on the face of the card. The purchasing card issuing company will not have individual cardholder's information other than name. No credit records, social security numbers, etc. of the cardholder are maintained.

All requests for new cardholders, changes to current cardholders, or changes to authorization must be made in writing by the Department Director to Finance. Each employee designated to receive a card will be given a copy of this policy and procedure manual, along with training, from Finance personnel. When Finance receives a purchasing card from the issuing card company, the cardholder will be required to personally take receipt of the card from Finance and sign the Purchasing Card Employee User Agreement.

Lost or Stolen Purchasing Cards

If a purchasing card is lost or stolen, the cardholder must immediately notify Finance and the department Director. The cardholder will be responsible for reporting all information necessary to reduce the liability to the Town for a lost or stolen card. Disciplinary action will be taken in the event that Finance is not notified. The cardholder will make payment to the Town for any unauthorized charges if they fail to report the card as lost or stolen. If charges are not repaid, the Town will take disciplinary action, up to and including termination. The Town will also pursue all legal avenues available for collection.

Termination or Transfer of Cardholder

When an employee ends his or her employment or is transferred to another department, the Department Director must immediately notify Finance. Finance will ensure that the card is canceled. The Department Director is to collect the card from the employee and send to Finance.

Limitations on Use of Purchasing Card

1. Cardholder Use Only - Only the employee whose name is embossed on the card may use the purchasing card. No other person is authorized to use the card.
2. Town of Pembroke Park Purchases Only - The purchasing card is to be used for Town authorized purchases only. The purchasing card user must submit in writing the primary municipal purpose for the expenditure on the document submitting the charge for approval and payment. The purchasing card cannot be used for any personal use. Any such use will require immediate reimbursement and will result in disciplinary action, which may include dismissal.
3. Dollar Limitations
    a. The Department Director approving the issuance of a purchasing card will set limits for each cardholder: transaction amount, frequency, vendor, and commodity as required. All such limits will be reviewed by Finance.
    b. A purchase may be made of multiple items, but the invoice cannot exceed the cardholder's limit.
    c. Declared Emergencies – at the discretion of the Town Manager or designee, restrictions on purchase limit and merchant category groups may be revised once an emergency has been declared.
4. Other Conditions
    a. Purchases greater than $1,500.00 require a purchase order, prior to make the purchase.
    b. All items purchased over-the-counter must be immediately available. No back ordering is allowed.
    c. All items purchased by telephone transaction must be confirmed by email or fax.

   d. All items paid for with the purchasing card must be shipped to the Town and are property of the Town of Pembroke Park.
5. Travel Related Charges – Purchases for conference registration/classes, airline tickets, hotels, and parking charges are permissible. Purchases made during travel must be in accordance with the Town's policies and procedures.

Prohibited uses of purchasing cards

The following types of items may not be purchased with a purchasing card, regardless of dollar amount.

1. Food not associated with an official Town event, some examples include:
   a. Birthday cakes
   b. Department parties
2. Gas and oil products, except of Town vehicles or rental cars on official Town trips outside of Broward
3. Entertainment during travel
4. Cash Advances
5. Personal Items
6. Telephone Calls
7. Alcoholic Beverages
8. Any additional goods or services specifically restricted by the Department Director, Purchasing or the Finance Department
9. Any item that would be an unlawful expenditure in accordance with the Town's Code of Ordinances adopted Resolutions and adopted Policies.

Violations

1. Purchase of any item, which would be an unauthorized purchase in accordance with the Town's Code of Ordinances (Section 2-125) and adopted policies and procedures.

2. Attempting to make a purchase that exceeds limit. It is the responsibility of the ordering department to ensure all "extra" charges such as freight, handling, set up, etc. are considered before a purchasing card transaction is made. A vendor's willingness to honor a purchasing card transaction exceeding the limit does not authorize cardholder or department to make such a purchase.
3. Attempting to make more transactions per day or month than allowed.
4. Purchases from vendors that create conflicts of interest.
5. Multiple purchasing card transactions to circumvent the pre-determined limits.
6. Failure to produce proper documentation receipts, to department representative daily.
7. Failure to report lost or stolen purchasing card.
8. Purchasing card transactions referenced as items prohibited for purchase with card.

When purchases are questioned, the Director will be responsible for resolving the issue with the cardholder. If the Director cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide a credit voucher proving the item(s) were returned for credit. If items cannot be returned, then a payment will be made in cash to the Town by the employee/cardholder.

The Town reserves the right to take disciplinary action, up to and including termination. The Town may also pursue all legal avenues available for collection. Any abuse or misuse of the purchasing card will result in the privilege being suspended or revoked.

Purchasing will refer violations and discrepancies to Human Resources for disciplinary or other appropriate action.

C. PROCEDURES FOR MAKING AND PAYING FOR PURCHASE

Documentation of Over the Counter Purchases

When a purchase is made, the cardholder must obtain the customer's copy of the detailed receipt. The cardholder verifies that the receipt and any related documentation are for the same amount. They also verify that no tax has been charged. If the receipt is incorrect the cardholder will request a credit slip (never cash or store credit).

Telephone Orders

Ensure that the vendor knows that the Town will not pay tax. The tax ID # is to be provided.
Telephone orders are to be confirmed by email or fax.

Missing Documentation

If the cardholder does not have documentation of the transaction, they must obtain a copy and if this is not possible, details of the purchase must be attached and the Missing Receipt Affidavit form must be filled out. The information will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendors name and explanation as to why there is no supporting documentation. Continued incidents of missing documentation will result in the cancellation of the employee's purchasing card.

Sales Tax

Cardholders should not pay Florida State Sales Tax on any transactions. Please provide the supplier with your copy of the Town Florida sales tax exemption form at the time of purchase. Additional hard copies are available in the Finance Department.

It is the cardholder's responsibility to avoid the payment of Florida Sales tax. Please check your receipts at the point of sale to ensure that no sales tax was erroneously charged. At the time of purchase is the greatest opportunity you as the purchaser will have to request that a vendor reverse the sales tax charge. If sales tax is paid in error, contact the vendor to obtain a refund.

If you attempt to reverse/avoid the tax and are unable to do so, please submit an explanation of the situation and any related documentation of the exemption attempt as an attachment to the applicable receipt(s). Many online retailers will also honor your Florida sales tax exemption. Please submit your tax exempt information when placing orders online.

No personal purchases can be made using Town's tax exemption. The IRS considers misuse of tax exempt status to be a tax fraud offense.

D. DISPUTES

If items purchased with the purchasing card are defective, the cardholder must return the items(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide a credit (never cash or store credit). If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. Any item or amount the Director considers as an inappropriate or incorrect charge and the vendor will not credit will be a disputed item or amount.

Director or cardholder contacts the Merchant about the transaction and suppliers the necessary information to begin the resolution process

Purchasing must be notified of all disputed items. All documentation concerning the disputed items will be turned into Purchasing as soon as possible.

Clarification, Questions, Violations – Contact the Town's Finance Department

Section VIII – Glossary

Addenda / Addendum – Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the contract documents.

Bid Bond – An insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required, and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bid Specification – A document containing all information relating to the bid, including, but not limited to, requirements, purchase request, invitation to bid, bid evaluation and award information.

Business Location – A permanent office or other site where the vendor operates, conducts, engages in, or carries on all, or a portion of, its business. A post office box shall not be sufficient to constitute a "business location".

Change Order – Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom Further, such changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

Check Request Form (CRF)– An internal authorization form used by a department for the purpose of paying for an invoice.

Town Standard Commodities – Those situations where the Town has determined that a particular style, brand, make, or model is the only type that meets the Town's requirements for performance, compatibility or salient characteristic.

Competitive Bidding – Preferred method for acquiring goods, services, and construction for public use in which award is made to the lowest responsive and responsible bidder, based solely on the response to the criteria set forth in the IFB (invitation for bid).

Commodities – Personal property, including but not limited to, goods, supplies, apparatus, equipment, material and other forms of tangible personal property.

Contractor – Any person or business entity having a contract with the Town.

Cooperative Purchasing - Situations where the Town participates in joint procurement of commodities or services with other public entities within the State, in order to obtain lower prices through greater purchasing volume.

Department Director – The person that directs or controls each Town department as determined by the Town Manager.

Invitation to Bid – A solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be

used when the Town is capable of specifically defining the scope of work for which a service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form, any additional documents or information required by the State, Federal government or County and other required forms and documents to be submitted with the bid.

Municipal/Public Purpose - Any activity or power which may be exercised by the Town under the laws of the State of Florida.

Payment Bond - A payment bond is requested on contracts which will require the purchase of materials or services from others in order to protect subcontractors from non-payment by the general contractor.

Performance Bond - A performance bond may be required when it is deemed in the best interest of the Town to ensure that a contract is executed in accordance with the agreed upon specifications and price; or when mandated by Florida State Statutes.

Petty Cash – A cash fund kept at a fixed amount for disbursement as needed to pay for relatively small purchases.

Purchasing Card – Town issued credit card used for acquiring supplies and services for use by the Town.

Chief Purchasing Officer – The Town Manager, or his or her designee, shall be the Town's Chief Purchasing Officer ("CPO") The CPO shall serve as the principal officer for the contracting and/or purchase of goods and services and shall have the authority to approve all purchases, contracts, change orders, and purchase orders for

the purchase of goods and services, provided they are in conformance with the Purchasing Manual, the law, and all applicable rules and regulations. The chief purchasing officer may delegate rights, powers, and authority vested in the CPO to subordinate purchasing services employees, or other Town staff, when deemed necessary by the chief purchasing officer, provided such staff shall comply with all applicable laws, ordinances, resolutions, rules and procedures established by the Town.

Purchase Order – A purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item(s), delivery schedule, terms of payment, and transportation.

Quotations - Unsealed telephonic, oral, facsimile or written bids for commodities or services.

Request for Letters of Interest (RLI) - A written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interest shall include but is not limited to, general information and a submission deadline. The Town shall engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Officers shall be accorded fair and equal treatment with respect to any opportunity for discussion.

Request for Proposals (RFP) – A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include but is not limited to general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The Town may engage in competitive negotiations with

responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Request for Qualifications (RFQ) – A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The Town may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responsible Bidder, Responsible Offeror, Responsible Proposer - A person or business entity having the capability in all respects to perform fully the contract requirements and sufficient experience, ability, reliability, capacity, facilities, equipment, financial resources and credit to give the Town a reasonable expectation of good faith performance, determined solely within the Town's discretion.

Responsive Bidder, Responsive Offeror, or Responsive Proposer - A person who has submitted a bid, offer, or proposal that conforms in all material respects to the

invitation for bid, request for letters of interests, request for qualifications, or request for proposals, determined solely within the Town's discretion.

Services - The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Sole Source - The commodities or services are available from only one (1) responsible vendor.

Surplus Property - Any personal property belonging to the Town, that is capable of being used but is in excess of the normal operating requirements of the Town, or which is no longer used, or which has become obsolete, worn out or scrapped.

Transaction – 1. The act of carrying out some form of business between two parties or persons. 2. A business agreement or exchange.

Using Agency - Any department, division, bureau or other unit in the Town government using commodities or procuring services as provided in this division of the Town Code of Ordinances.

Approved at the Regular Commission Meeting on November 8, 2023.

12/12/23.

Aleem Ghany, Acting Town Manager

{00581981.6 3399-0000000 }
Approved at Regular Commission Meeting
November 8, 2023

ORDINANCE NO. 2023-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION," BY CREATING ARTICLE XII OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes; and

WHEREAS, the Town also has the express authority to establish reasonable per diem and travel allowances pursuant to Section 166.021(4), Florida Statutes; and

WHEREAS, the Town Commission is aware that the U.S. General Services Administration ("GSA") annually updates per diem and travel reimbursement allowances by destination for official government travel and that said allowances may be used to guide municipal per diem and travel allowances; and

WHEREAS, upon recent review of the current per diem and travel allowances permitted by GSA, the Town Manager has determined several of the Town's per diem and travel allowances are outdated and therefore, the Town Manger is recommending that the Town Commission increase several of the Town's per diem and travel allowance amounts to equal the maximum amounts allowed by GSA; and

WHEREAS, the Town Commission also desires to incorporate Google Maps into the Town's travel policy for purposes of establishing a uniform and widely accepted standard for calculating mileage when mileage is necessary for reimbursement; and

WHEREAS, The Town Commission of the Town of Pembroke Park, Florida, herby finds this Ordinance to be in the best interests of the public health, safety and welfare of the citizens of Pembroke Park.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 2, Article XII of the Town's Code of Ordinances, is created as follows:

ARTICLE XII. – TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES

Sec. 2-310. Reimbursement policy and procedures for official travel.

(a) *Purpose*. It is the intent of this section to regulate official travel expenses of Town officers, employees, and other authorized persons, as defined in F.S. § 166.021. It is also the intent of this section that the provisions of F.S. § 112.061, pertaining to municipalities, and any amendments, additions, or modifications to such provisions, shall be incorporated herein by reference, to the extent this section does not address a subject matter that is addressed in F.S. § 112.061, and that the provisions contained in this section shall be supplemental and in addition to the provisions of F.S. § 112.061. In the event of any conflict between this section and F.S. § 112.061, this section, in accordance with F.S. § 166.021, shall prevail.

(b) *Definitions*. For purposes of this article, the following terms shall have the meanings indicated:

(1) *Officer or public officer.* An individual who, in performance of his/her official duties is vested by law with sovereign powers of government, who is elected by the people (mayor and Town Commission).

(2) *Employee or public employee.* The Town manager or an individual, whether commissioned or not, other than an officer or authorized person as defined herein, who is filling a regular or full-time authorized position and is responsible to the Town manager.

(3) *Authorized person.*

(A) A person, other than a public officer or employee, as defined herein, whether elected or commissioned or not, who is authorized by the Town manager or Town Commission to incur travel expenses in the performance of his official duties; or

(B) A person who is called upon the Town to contribute time and services as consultant or adviser.

(4) *Traveler.* A public officer, public employee, or authorized person, when performing authorized travel.

(5) *Travel expense.* The usual, ordinary and incidental expenditures necessarily incurred by a traveler.

(6) *Common carrier.* Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

(7) *GSA (General Services Administration).* The Federal government agency tasked with managing government buildings and real estate, providing product and service procurement, and developing policies and regulations.

(8) *GSA Rate or Amount* shall mean the most current rate adopted by the GSA and in effect at the time the travel expense is incurred.

(c) *Authority to incur travel expenses.*

(1) All travel of public employees must be authorized and approved by the department head and Town manager. Multiday travel of the Town manager or a public officer must be approved by the Town Commission.

(2) Day trips may be authorized by the department head without approval of the Town manager.

(3) The Town shall not authorize or approve such a request of a public employee unless it is accompanied by a signed statement listing the purpose of such travel, the dates and expenses involved, and a copy of the travel itinerary attached.

(4) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the Town and must be within the limitations prescribed by this policy.

(d) *Computation of travel time for reimbursement.* For purposes of reimbursement and methods of calculating fractional days of travel, the following principles are prescribed:

(1) *Travel categories.* The following travel categories are prescribed:

Class A. Continuous travel of 24 hours (or more) away from the city.

Class B. Continuous travel of less than 24 hours with an overnight absence from the city.

Class C. Travel for short or day trips when the traveler is not away from the Town overnight.

(2) *Travel reimbursements.* All travelers shall be reimbursed for the actual dollars spent with a maximum of the GSA rate for meals at the destination location. A detailed receipt is required for reimbursement. Reimbursements shall be made according to the following schedule:

(A) Meals for class B and class C shall be reimbursed for travel which:

(i) Breakfast begins before 6:00 a.m. and extends beyond 8:00 a.m.

(ii) Lunch begins before 12:00 noon and extends beyond 2:00 p.m.

(iii) Dinner begins before 6:00 p.m. and extends beyond 8:00 p.m.

(B) Meals for class A travel shall be authorized up to a maximum of the GSA rate for the destination location. A detailed receipt is required for reimbursement.

(C) When a traveler attends an event on the city's behalf and the fixed price of the meal exceeds the per meal allowance, the traveler shall be reimbursed the actual cost of the meal as authorized by the Town manager.

(D) Receipts shall not be required for meals on authorized overnight travel.

(E) No traveler shall be reimbursed for meals gratuitously provided by another party.

(F) No traveler shall be reimbursed for meals when travel is confined to the Town or immediate vicinity, except as authorized by the Town manager.

(G) Reimbursement for overnight travel shall be for actual lodging expenses at the single occupancy rate, to be substantiated by paid receipts, and shall be reimbursed at a maximum of the current GSA lodging rate for the destination location.

(H) Lodging will be reimbursed for out of county, multiday activities, and shall be reimbursed at a maximum of the current GSA rate for lodging at the destination location.

(I) No sales tax shall be reimbursable to any person, unless the Town is also required by law to pay such tax.

(J) Items specifically disallowed for reimbursement purposes:

(i) Alcoholic beverages;

(ii) Entertainment;

(iii) Any expenses incurred by dependents;

(iv) Attendance at political rallies; and

(v) Travel for the specific purpose of promoting the candidacy of an individual for public office.

(K) Other reimbursable expenses:

(i) Toll charges;

(ii) Taxi fares;

(iii) Parking and storage fees;

(iv) Fuel for Town vehicle;

(v) Common carrier transportation—When required. (Must be approved by the Town manager);

(vi) Valet parking—When necessary;

(vii) Convention registration fees; and

(viii) Baggage handling at $0.50 per bag up to $2.00 upon arrival and departure.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

(e) *Transportation.*

(1) In no circumstance shall the Town vehicle be used for purposes other than authorized official travel.

(2) All travel must be a usually traveled route. The Town manager shall designate the most economical method of travel for each trip.

(3) All employees should utilize municipal vehicles when traveling on official business. This requirement insures adequate liability coverage in the event of an accident or injury. In those instances when a Town vehicle is not available, and with the prior approval of the department head and the Town manager, the use of privately owned vehicles may be authorized. Whenever travel is by privately owned vehicles, calculating the mileage for travel shall be deemed to start from the employee's usual Town work building/location (not from the employee's place of residence) to the official travel destination and the traveler shall be entitled to a mileage reimbursement at the "standard mileage rate." The standard mileage rate is set annually by the Internal Revenue Service. All mileage shall be from point of origin to point of destination based on a current Google map submitted with the travel expense report. Mileage will be based on the estimated most direct Google map route.

(4) Travel reservation for official travel on a common carrier shall be made through the Town manager or individual designated by the Town manager to coordinate travel reservations. The Town manager or their designee shall insure that travel is cost-effective and pursuant to all procurement procedures adopted by the Town.

(f) *Fraudulent claims.* Any individual receiving an allowance or reimbursement by means of a false claim shall be liable for the amount of the overpayment, plus interest at a rate equal to the average rate currently received on investments and may be subject to termination or disciplinary action as provided by the Town Charter, personnel policy or any other applicable policy or law adopted by the Town Commission.

(g) *Standard procedures.*

(1) *Travel voucher.* Travel expense reports, on a form prescribed by the Town manager, shall be submitted by all individuals performing official travel within ten working days

of the individual's return. Each approved travel expense report will be audited when received. Individuals requesting reimbursement are responsible for mathematical computation. Any report which is not approved or properly prepared, or is prepared in such a way as to be unauditable, will be returned for resubmission. Travel authorization and all required receipts must be submitted with the expense report in order to claim a reimbursement.

(2) *Travel advances.*

(A) Travel advances for overnight travel must be requested at least two weeks in advance of the departure. An explanation as to the reason for travel, the amount of money and correct account to be charged must be indicated on the request.

(B) No travel advances will be made for class C travel. Due to tax implications, reimbursement will be made to the employee in the payroll following submission of approved expense report.

(C) Any unused portion of money advanced to a traveler shall be repaid immediately upon the return of the traveler. Any unused advance money not repaid within 15 calendar days after return of the traveler shall accrue interest at the average rate currently received on Town investments. Any Town employee not repaying any unused portion of a travel expense advance within 30 days after his/her return will have his/her salary withheld by the Town until repayment is made.

(D) In instances where a trip should arise for a member of the Town Commission that does not provide ample notice to the Commission at a public meeting, then, with a minimum of 24 hours' notice, the traveler shall request the Town manager to send a memo to the mayor, each commission member, town attorney and town clerk advising them of the trip, departure date, justification and return date. At the first regular Town Commission meeting after return from an official trip, the council member shall make a verbal report to the council on the text of the trip.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

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

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective upon passage and adoption.

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CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 8th DAY OF NOVEMBER, 2023.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS 13TH DAY OF DECEMBER, 2023.

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

	VOTE
ASHIRA MOHAMMED	YES
ERIK MORRISSETTE	YES
WILLIAM R. HODGKINS	YES
MUSFIKA KASHEM	~~YES~~ Absent
GEOFFREY JACOBS	YES

{00582371.1 3399-0000000 }

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4

Town Clerk

From: Christian Noel
Sent: Friday, December 29, 2023 2:12 PM
To: Town Clerk
Cc: Aleem Ghany
Subject: OIG Request
Attachments: 2496_001.pdf

Good afternoon,

There were five purchases on the Town credit cards that were refunded to the Town since September 28, 2023. The Finance Dept. received $2.80 cash for sales tax charged from Mufflers By Mike, $3.50 cash for sales tax charged from Sam's Club, a $424.36 check from Geoffrey Jacobs for a charge from Spirit of Life Power and a check for two Uber charges that totaled $25.96 paid for by Geoffrey Jacobs. `See attachment. Furthermore, below is a list of P-Card holders and the credit limits. If you have any questions, please let me know. Thank you and have a Happy New Year.

P-Card Holders and Credit Limits

Aleem Ghany - $20,000.00
RaShana Dabney Donovan- $2,500.00
Susan Reutlinger- $5,000.00
Ashira Mohammed- $5,000.00
Erk Morrissette- $5,000.00
William Hodkins- $5,000.00
Musfika Kashem- $5,000.00
Geoffrey Jacobs- $ 5,000.00

Respectfully,
Ms. Christian Noel

Ms. Christian Noel
Accounts Payable/Purchasing Clerk, Town of Pembroke Park
Ph: 954-966-4600 ext. 237 Fax: 603-617-4418| cnoel@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

TOWN OF PEMBROKE PARK, FLORIDA

TRAVEL REQUEST

Date:

Name of Traveler: _____ Department: _____

Destination: _____ Mode of Transportation: _____

(If least expensive mode not chosen provide justification below)

Dates of City Travel: From: _____ To: _____

Primary Public Purpose of Trip: _____

Estimated Cost		
Registration		
Transportation		
Meals (Refer to Meal Detail Below)		
Lodging – $ per day		
Other – Local Transportation	$	-
Parking ($ /night)		
Total Costs	**$**	**-**
Less Prepaid Expenses	$	-
Advance to Traveler	**$**	**-**

Will vacation be combined with trip? ☐ Yes ☐ No

*Attach written documentation supporting this travel

Is information on trip attached? ☐ Yes ☐ No

Travel included in budget? ☐ Yes ☐ No

*(Explain answer no)

Signature _____

Traveler

Meal Detail

Date								**Total**
Breakfast – 15%								$ -
Lunch – 30%								$ -
Dinner – 55%								$ -
Incidentals								$ -
Total	$ -	$ -	$ -	$ -	$ -		$ -	$ -

COMMENTS

Account No. _____

Department Head _____ Date _____

Budget and Finance Director _____ Date _____

City Manager _____ Date _____

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

ASHIRA MOHAMMED

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

Aleem Ghany
Acting Town Manager

12/28/23
Date of Completion

{00582505.1 3399-0000000 }

PURCHASING – TRAVEL - CREDIT CARD USER AGREEMENT

I agree to the following regarding use of the Purchasing Card for the Town of Pembroke Park:

I. I understand that I am making financial commitments on behalf of the Town of Pembroke Park and will strive to obtain the best value for the City.

2. I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for myself or for others.

3. I will keep the Purchasing Card secure at all times and not allow it to be used by anyone other than myself.

4. I have been given a copy of the Purchasing Card Policies and Procedures Manual, received the training and understand the requirements for Purchasing Card use.

5. I will follow the established procedures for use of the Purchasing Card and to follow the Purchasing Procedures as established under section 2-120 through 2-137 of the Town of Pembroke Park Code of Ordinances. Failure to do so may result in either loss of privileges or other disciplinary actions, including termination of employment.

6. I agree that if I willfully violate the terms of this agreement, I will reimburse the Town of Pembroke Park for all incurred charges and any fees related to the collection of those charges, and that I may be subject to disciplinary action.

Ashira Mohammed

Employee Name (PRINT)

DocuSigned by:
Ashira Mohammed
DF0D8A8D145741B...

Employee Name (SIGNATURE)

Department/Division (PRINT)

Date: 12/28/2023

{00582534.1 3399-0000000 }

DocuSign Envelope ID: 6642F4E3-5AF7-4D3C-B0E8-20A3D83C1833

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

GEOFFREY JACOBS

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...

Jacob Horowitz, Esq
Interim Town Attorney

12/29/2023

Date of Completion

{00582505.1 3399-0000000 }

PURCHASING – TRAVEL - CREDIT CARD USER AGREEMENT

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Geoffrey Jacoss ☑ DECLINE P-CARD
EMAIL SENT 12/28/23 at 1158 hours

Employee Name (PRINT)

Employee Name (SIGNATURE)

COMMISSION

Department/Division (PRINT)

Date: 12/28/2023

(00582534.1 3399-0000000)

PURCHASING – TRAVEL – CREDIT CARD POLICIES TRAINING

SIGN IN SHEET

DATE: _____

NAME	DEPARTMENT	JOB DESIGNATION	SIGNATURE
Muslika Kashem	Commissioner		12/21/23
ERIK MORRISSETTE	COMMISSIONER		12/26/23
Marlen Martell	Town Clerk's Office	Town Clerk	12/26/23
Mark Pakula	IT	IT Director	12/26/23

{00582499.1 3399-0000000 }

TOWN OF PEMBROKE PARK FLORIDA

The Small Town that Means Big Business

Training

Purchasing, Travel and P-Card Policy

December 21, 2023

Name / Department	Signature
Susi Reuttinger / Clerks office	Susan Reuttinger
Nasly Cardona / Code Compliance BTR	Nasly Cardona
Stephanie Woodbury / Public Svcs.	S. Woodbury
Jeffrey Louis	Jeffrey Louis
Joseline Ramirez	[illegible]
T Homas Rositano	[illegible]
[illegible]	[illegible]
Barbara A Dabney-Duncan PD	[illegible]
Christian Noel	[illegible]
Misael Flores	[illegible]
William Hodgkins	[illegible]

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

MARLEN MARTELL

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

12/26/23
Date of Completion

{00582505.1 3399-0000000 }

PURCHASING – TRAVEL - CREDIT CARD USER AGREEMENT

I agree to the following regarding use of the Purchasing Card for the Town of Pembroke Park:

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Marlen Martell
Employee Name (PRINT)

Employee Name (SIGNATURE)

Town Clerk's Office
Department/Division (PRINT)
Date: 12/26/23

{00582534 | 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

MARK PAKULA

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

12/26/23.
Date of Completion

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Mark Pakula
Employee Name (PRINT)

Employee Name (SIGNATURE)

IT
Department/Division (PRINT)
Date: 12/26/23

{00582534 1 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

ERIK MORRISSETTE

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

Aleem A. Ghanny, Acting Town Manager

12/26/23
Date of Completion

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ERIK MORRISSETTE
Employee Name (PRINT)

Morrissette
Employee Name (SIGNATURE)

COMMISSION
Department/Division (PRINT)
Date: 12/26/2023

{00582534 I 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

MUSFIKA KASHEM

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

12/21/23
Date of Completion

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Mustika Kashem

Employee Name (PRINT)

Employee Name (SIGNATURE)

Commissioner

Department/Division (PRINT)

Date: 12/21/2023

{00582534.1 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

BILL HODGKINS

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

12/21/23
Date of Completion

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William Hodgkins
Employee Name (PRINT)

Employee Name (SIGNATURE)

Department/Division (PRINT)
Date: .....

{00582534.1 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

MISAEL FLORES

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

12/21/23
Date of Completion

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Misael Flores
Employee Name (PRINT)

Employee Name (SIGNATURE)

Public Services
Department/Division (PRINT)
Date: 12/21/23

{00582534 1 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

CHRISTIAN NOEL

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

12/21/23.
Date of Completion

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Christian Noel
Employee Name (PRINT)

Employee Name (SIGNATURE)

Finance
Department/Division (PRINT)
Date: 12/21/2023

{00582534 1 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

RA'SHANA DABNEY-DONOVAN

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

12/21/23
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RaShara A Dabney-Donovan
Employee Name (PRINT)

Employee Name (SIGNATURE)

Police
Department/Division (PRINT)
Date: 12-21-23

{00582534.1 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

THOMAS POSITANO

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

12/21/23
Date of Completion

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THOMAS POSITANO
Employee Name (PRINT)

Employee Name (SIGNATURE)

Public Services
Department/Division (PRINT)
Date: 12/21/2023

{00582534 1 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

JOSELINE RAMIREZ

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

12/21/23
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Joseline Ramirez

Employee Name (PRINT)

Employee Name (SIGNATURE)

Department/Division (PRINT)

Date: .....

{00582534 1 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

JEFFREY LOUIS

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

12/21/23
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Jeffrey Louis
Employee Name (PRINT)

Employee Name (SIGNATURE)

Building Dept.
Department/Division (PRINT)
Date: .....

{00582534.1 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

NAZLY CARDONA

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

12/21/23
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Nazly Dayana Cardona.
Employee Name (PRINT)

Nazly Dayana A.
Employee Name (SIGNATURE)

Code Compliance / BTR.
Department/Division (PRINT)
Date: 12/21/2023

{00582534 I 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

SUZI REUTLINGER

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

12/21/23
Date of Completion

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Susan Reutlinger
Employee Name (PRINT)

Susan Reutlinger
Employee Name (SIGNATURE)

Clerks office
Department/Division (PRINT)
Date: 12/21/23

{00582534 1 3399-0000000 }

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

STEPHANIE WOODBURY

For the successful completion of

PURCHASING-TRAVEL-CREDIT CARD POLICIES TRAINING

TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

Aleem A. Ghany, Acting Town Manager

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Stephanie Woodbury
Employee Name (PRINT)

Stephanie Woodbury
Employee Name (SIGNATURE)

Public Services
Department/Division (PRINT)

Date: 12/21/2023

{00582534.1 3399-0000000 }

Purchasing – Travel – Credit Card Policies and Procedures Training

Town of Pembroke Park
Aleem Ghany, Acting Town Manager

Thursday, December 21, 2023

INTRODUCTION

Thank you for your commitment to excellence! This training is to familiarize you with the Town of Pembroke Park's purchase card system and all of the requirements to use your Town issued credit card, p-card, gas card and any other vendor purchase card in this system.

At the conclusion of this training, it is imperative that you sign the Training Attendance Sheet and your Purchasing – Travel – Credit Card User Agreement. A Certificate of Training Completion will also be issued.

WHY A PURCHASING PROGRAM WITH POLICIES

- Establishes internal procedures to ensure compliance with Town Ordinance No. 2023-014.
- Allows authorized users convenience in securing reservations for hotel, conference & convention registration, reservations & payment for air travel, and associated use with ease
- Provides a mechanism for record keeping of purchases /credit card usage & credit card bank issuing agreements.
- Secured & effective management of Town issued purchasing /credit cards.
- Assist in documenting internal controls, audits and other measures to prevent and detect misuse or abuse of the cards.
- Ensure purchase /credit card transactions are reconciled monthly.

KEY POINTS TO THE POLICY

- Usage of the Town's credit card is an extended courtesy to all Commissioners and at the discretion of the Town Manager or Finance Director to current employees who are granted Town purchasing authority.
- Delegation of Town purchasing authority (by the card issuing bank) governs the use of the credit card as a tool for purchasing materials and services.
- Use of this card is restricted to the purchasing of those goods or services that cannot be procured through normal procedures and that are approved purchases. (See User Agreement).
- The use of the credit card does not justify the payment of any sales taxes for which the Town is exempt. As in all other purchases, the merchant shall be given a copy of the state tax exemption letter issued to the Town and accordingly, state sales tax should not be charged. This is also applicable to all telephone and internet orders.
- The card user agrees to comply with all applicable Town policies and procedures outlined in the credit card user agreement. (See User Agreement)

Compliance with Policy, Violations and Consequences

Compliance

- **All users of any cards issued under the Pembroke Park Purchasing Program are required to adhere to all policies, procedures and guidelines**
- **Purchases made under the Town credit card policy and issuing Bank agreement shall comply with all purchasing policies and procedures and all users will complete & sign a form acknowledging receipt of the guidelines at the time of receipt of the card.**
- **All authorized users of P-Cards, Credit Cards, Gas Cards and other cards issued under the Town's Purchasing Program, will receive a copy of the *Town of Pembroke Park Purchasing Policy & Procedures Manual* *and are required to affirm by signature of its receipt.***

Compliance with Policy, Violations and Consequences, cont.

Violations

Card user violations of the Pembroke Park Purchasing Program agreement or of any policy regarding the purchase of goods or services will be investigated and may result in any or all of the following actions, but not limited to:

- **Written warning**
- **Revocation of credit card privileges**
- **Cancellation of delegation of purchasing authority**
- **Disciplinary action**
- **Termination and/or criminal prosecution**

Human error and extraordinary circumstances may be taken into consideration when investigating any violation of this agreement.

Compliance with Policy, Violations and Consequences, cont.

Consequences

The Town Manager, Finance Director or designees have the authority to investigate and to determine whether a violation of purchasing or credit card policy has occurred and to determine action deemed most appropriate pursuant to applicable law and/or Town policy. Violations of credit card usage include but are not limited to:

- **Purchase of items for personal use**
- **Purchase of items in violation of the Town's travel policy**
- **Use of the credit card for cash advances**
- **Exceeding the credit card account credit line limit**
- **Use of the credit card for purchase of more than $500 by splitting similar purchases into more than one transaction**
- **Failure to return the credit card when card user is reassigned, terminated or upon request**
- **Failure to turn in packing slips, receipts or other back up documentation to the Town Finance Department within three (3) business days of the purchase**
- **Sharing the credit card or card account number with unauthorized users**

....AGAIN, Just TO BE CLEAR...

UNAUTHORIZED PURCHASES WITH P-CARDS INCLUDE.....

- **Food not associated with an official Town event**
- **Gas and oil products**
- **Entertainment during travel**
- **Cash Advances**
- **Personal Items**
- **Telephone Calls**
- **Alcoholic Beverages**
- **Any additional goods or services specifically restricted by the Commission, Town Manager or Purchasing Department**
- **Any item that would be an unlawful expenditure in accordance with the Town's Code of Ordinances adopted Resolutions and adopted Policies. READ THE MANUAL!**

(Town of Pembroke Park, Purchasing Manual, 2023, p. 43)

Ownership and Cancellation of the Credit Card

The credit card remains property of the issuing company. It may not be transferred to, assigned to, or used by anyone other than an authorized user of the Town. Users of the credit card are accountable for the activity on the card. The issuer or the Town may suspend or cancel user privileges at any time for any reason. If the user is in possession of a card, the user will surrender the credit card upon request to the Town or to any authorized agent of the issuer.

....NOW THAT YOU'VE USED THE CARD...

RECEIPTS

It is the responsibility of each credit card user to obtain transaction receipts from the merchant each time the credit card is used, including telephone and internet charges.

Receipts are to be immediately forwarded to the Town Finance Department for review and to ensure eligibility for payment. Failure to provide the required documentation for payment processing may subject the user to loss of credit card privileges and may cause the amount charged to be classified as a personal purchase by the card user.

The City shall keep statement data and proof of reconciliation, including receipts and packing slips, on file for a period consistent with the record retention requirements of the law.

Failure to provide receipts and allow for timely payment of the credit card purchase will also subject the purchasing department to finance charges on the charge.

Purchases are exempt from Sales Tax

- **Cardholders should not pay Florida State Sales Tax on any transactions.**
- **Please provide the supplier with your copy of the Town Florida sales tax exemption form at the time of purchase.**
- **Additional hard copies are available in the Finance Department.**
- **No personal purchases can be made using Town's tax exemption.**

(Town of Pembroke Park, Purchasing Manual, 2023, p. 45-46)

KEEPING THE P-CARDS SAFE

Disputed Items

It is each user's responsibility to follow-up on any erroneous charges, returns or adjustments to ensure proper credit is given on subsequent statements.

Safeguarding Credit Card

Issued credit cards or card account numbers should be treated with care and kept in a secure location & protected from misuse by unauthorized users. When using the credit card for internet purchases, ensure that the site utilizes industry recognized encryption transmission tools.

Lost or Stolen Credit Cards

If a credit card is lost or stolen, contact the City Finance Department immediately, who will make contact with the issuer and take the appropriate steps to protect the account from unauthorized purchases.

Worth Repeating.....

- Purchasing items for Town of Pembroke Park business use only
- Never lending or sharing the credit card or card account number with unauthorized users
- Purchasing only goods and services that have received prior authorization through following of the Town's requisition process and which are in accordance with the Town's Purchasing Policy.
- Knowing the credit card limitations and restrictions as provided by the Finance Department.
- Returning the credit card to the Finance Department, as appropriate.
- Sending proof of purchase documents, such as sales receipts or computer print-outs, to the Finance Department immediately after internet or telephone purchase (or within three (3) days of return, if on travel)

Who's In Charge?

The Finance Director and/or designee is responsible for:

- Implementation of this policy
- Timely reconciliation of credit card accounts
- Appropriate record keeping
- Knowing the credit card limitations and restrictions
- Developing and implementing internal procedures that govern Town use of the credit cards
- Sharing new program information with authorized users
- Answering questions about use of cards
- Monitoring card usage to ensure that Town policies, and internal policies and procedures are being followed
- Assigning credit card privileges to authorized users
- Communicating with the Town Manager when new or modified cards are necessary and requesting new cards from an approved Issuer
- Communicating with the Town Manager when card cancellations are necessary and terminating of accounts and/or individual authority to use cards

Any Questions? Now’s the Time to Ask!

....A bit of House Keeping

Before You Leave, you must sign the following:

- ✓ Purchasing – Travel - Credit Card Training Attendance Sheet
- ✓ Purchasing - Travel - Credit Card User Agreement
- ✓ Certificate of Completion of Training

Thank you for attending & have a great day!

MUFFLERS BY MIKE INC.
2600 S STATE RD 7
MIRAMAR, FL 33023
(954)963-4470

PROFESSIONAL CARE FOR YOUR AUTOMOTIVE NEEDS

Counter Sale #: 0049164
Print Date : 12/06/2023
AR-447
MV-68632

SALE

MID: 6651316
TID: 001
DID: 0001
Batch #: 340001
12/06/23
AVS: Z
APPR CODE: 092322
VISA
**********9840

REF#: 00000001
RRN: 00000001
12:03:37

Manual CP
/

AMOUNT **$42.80**

APPROVED

Thank You
Please Come Again

CUSTOMER COPY

SOLD TO TOWN OF PEMBROKE PARK

-5448 Home [954-540-5903]

Lic # : -
Unit # :

Labor Description	
WELD MUFFLER	40.00
	Labor Subtotal : 40.00

UTILITY SPRAYER TRAILER

Sewer

**** Taxes	****
< Florida Sales Tax	~~2.40~~ >
< County Sales Tax	~~0.40~~ >

cash refund

Finance received $2.80 cash
Not deposited yet

Payment Method: [Payments -]

Labor : $ 40.00 Parts Total : 0.00 Tax : $ 2.80

Total:	$ 42.80
Less Payments:	0.00
Remaining Due:	$42.80

WE APPRECIATE YOUR BUSSINESS !!!

WARRANTY ON PARTS IS 90 DAYS

Authorized By..... Date..... Time.....

Page 1 of 1

Copyright (c) 2023 Mitchell Repair Information Company, LLC CounterSale.kr08.04.17

Suzi's visa
(Food give-away)

sam's club

(954) 433 - 8867
MIRAMAR, FL
12/01/23 09:58 5473 08173 006 1778

Marlen

E	980175812	GATORADEZERF	14.98	T
E	980175812	GATORADEZERF	14.98	T
E	852853	8 OZ WATER F	8.98	N
E	980260895	PUFFPASTRIEF	6.98	N
E	689236	TURNOVER F	5.98	N
	29434	TSHIRT BAG	19.98	T
		SUBTOTAL	71.88	
	TAX 1	7.000 %	~~3.50~~	cash refund
		TOTAL	75.38	
		VISA TEND	75.38	

P.O. # 9999
VISA CREDIT **** **** **** 0803 I 1
APPROVAL # 019887
AID A0000000031010
AAC 0D64B6417C9DDD44
TERMINAL # 22425407
*NO SIGNATURE REQUIRED
CHANGE DUE 0.00

Visit samsclub.com to see your savings

ITEMS SOLD 6

TC# 0391 2901 0360 0790 5734

*** MEMBER COPY ***

Finance received
$3.50 cash
deposited 12/14/2023

Wells Fargo Bank
Transaction Receipt

Branch #0066471 03 Deposit

Account Number XXXXXXXXX4044
CHK 00182
Serial #

Cash In $3.50
Loose Currency
$1 $3.00
Sub total $3.00
Loose Coin
$0.25 $0.50
Sub total $0.50
Number of Checks 1
Check Listing
$50.00

Total Checks Amount $50.00
Total Deposit $53.50

Transaction #060 2063
01:12PM R 12/14/23
Deposit Credit Date: 12/14/23

Thank you, ARLETTE

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

PropLogix, LLC
5901 N Honore Ave Ste 200
Sarasota, FL 34243
941-444-7142

BMO Harris Bank NA
Chicago, IL

12309267
2-28 / 710

DATE: 11/9/2023

TO THE ORDER OF Town of Pembroke Park **$50.00**

Fifty and 00/100 DOLLARS

PROPLOGIX, LLC
PROPERTY ACCOUNT
PO BOX 1304
PEMBROKE PARK FL 33023

Authorized Signature

MEMO: 3926 SW 48th Avenue//23-2083335-1//D67-PEMB

⑈12309267⑈ ⑆071000288⑆ 0003251179⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑆518200392⑆ 2000147307047⑈

DEPOSIT TICKET

WELLS FARGO BANK, N.A.

DATE 12-14-2023

CURRENCY	3.50
COIN	
CHECKS LIST SEPARATELY	50.00
TOTAL	53.50

TOWN OF PEMBROKE PARK, FLORIDA
DEPOSIT ACCOUNT
3150 S.W. 52ND AVE
PEMBROKE PARK, FL 33023

1968757
DS4-2D

TOTAL ITEMS

$

1	50.00
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
TOTAL	53.50

PLEASE ENDORSE TOTAL HERE

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

Prepared By V. Price
Please Print

Verified By

Subject: Resubmission of Reimbursement Checks for Incidental Expenses – Attention: Finance Director

Dear Finance Director,

I am writing to personally hand-deliver two reimbursement checks to rectify inadvertent charges made to the Town of Pembroke Park's accounts.

The first check addresses two Uber trips charged to the Town's credit card. These charges occurred mistakenly while I was on business trips to Puerto Rico. Due to the IT director wiping my official phone I had to use the town's card on my personal device for Uber rides taken earlier in the year on . I have since removed the Town's credit card from my personal Uber account and do not anticipate a recurrence of this situation.

The second check is for a corporate purchase inadvertently charged to the Town's Synovus credit card instead of my Bank of America card. The two cards bear a visual resemblance, which led to the oversight.

These checks were initially sent via mail on September 1, but they were returned to my residence. To prevent further delays, I am resubmitting these by hand.

Should you have any questions or require further clarification, please don't hesitate to contact me. My contact information is on file for your convenience.

Thank you for your immediate attention to this matter.

10/25/2023

Commissioner Jacobs
Pembroke Park

Commission Travel

Subject: Resubmission of Reimbursement Checks for Incidental Expenses – Attention: Finance Director

Dear Finance Director,

I am writing to personally hand-deliver two reimbursement checks to rectify inadvertent charges made to the Town of Pembroke Park's accounts.

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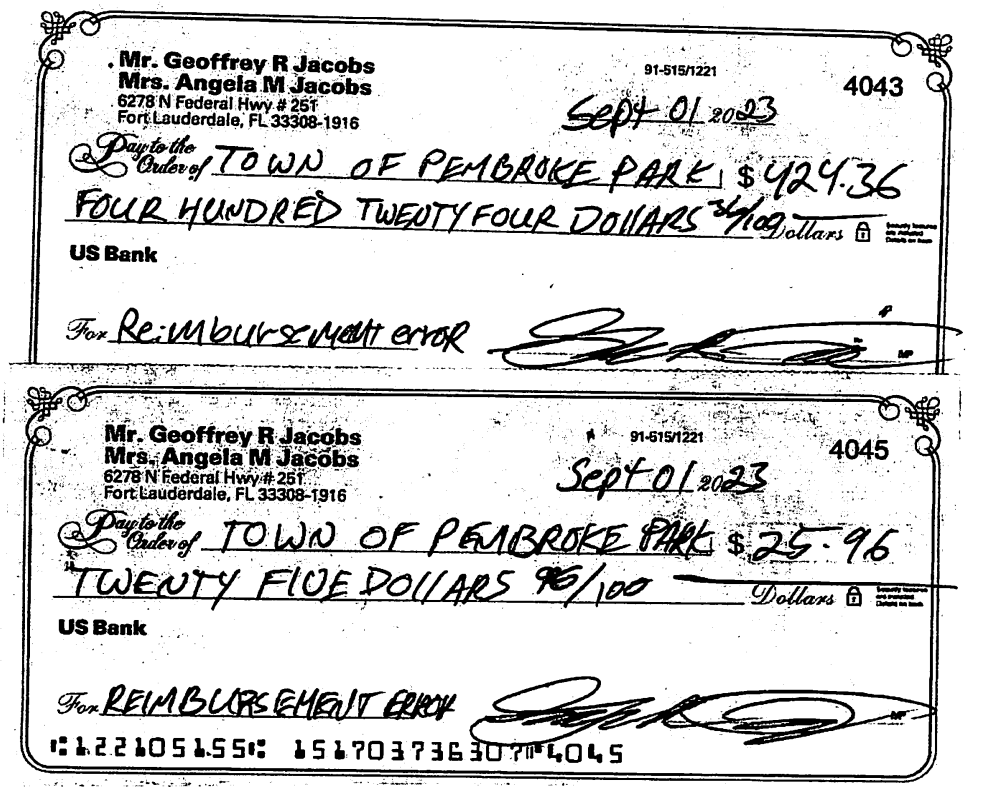
10/25/2023

Commissioner Jacobs
Pembroke Park


Mr. Geoffrey R Jacobs
Mrs. Angela M Jacobs
6278 N Federal Hwy # 251
Fort Lauderdale, FL 33308-1916
91-515/1221
4043
Sept 01 2023
Pay to the Order of TOWN OF PEMBROKE PARK $424.36
FOUR HUNDRED TWENTY FOUR DOLLARS 36/100 Dollars
US Bank
For Reimbursement error

Mr. Geoffrey R Jacobs
Mrs. Angela M Jacobs
6278 N Federal Hwy # 251
Fort Lauderdale, FL 33308-1916
91-515/1221
4045
Sept 01 2023
Pay to the Order of TOWN OF PEMBROKE PARK $25.96
TWENTY FIVE DOLLARS 96/100 Dollars
US Bank
For REIMBURSEMENT ERROR
⑆122105155⑆ 1516703736307⑈4045

SYNOVUS®

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

CARD SERVICES

Account Number XXXX-XXXX-XXXX-8338
Payment Due N/A
New Balance N/A
Minimum Payment N/A

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

GEOFFREY JACOBS
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

** 0000000

762003868338 000000000 000000000

Please Detach and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number	XXXX-XXXX-XXXX-8338
Statement Closing Date	June 30, 2023
Credit Line	$15,000.00
Available Credit	N/A
Minimum Payment	N/A
Payment Due Date	N/A

Balance Summary

Previous Balance	N/A
Credits	$0.00
Purchases and Debits	$838.05
Cash Advances	$0.00
FINANCE CHARGE	**N/A**
New Balance	N/A

Important Contact Information

(See reverse side for billing and other important information)

Payment Address: Card Services
P.O. Box 2181
Columbus, GA 31902-2181

Customer Inquiries Address: Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061

Customer Service: 1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
06/03	06/05	ORION FUELS-HALLANDALE PEMBROKE PARK FL ********** MEMO ITEM **********	00533070	$6.00
06/03	06/05	THE HOME DEPOT #6310 HOLLYWOOD FL ********** MEMO ITEM **********	3150 FARM	$32.07
06/03	06/05	EINSTEIN BROS BAGELS2281 HOLLYWOOD FL ********** MEMO ITEM **********		$59.44
06/02	06/05	THE HOME DEPOT #0274 JUPITER FL ********** MEMO ITEM **********	3150	$135.41
06/08	06/09	EIG*CONSTANTCONTACT.COM 855-2295506 MA ********** MEMO ITEM **********	1139602788451	$9.99
06/10	06/12	RACETRAC491 00004911 HOLLYWOOD FL ********** MEMO ITEM **********	00000000000000000	$18.38
06/21	06/22	SPIRIT OF LIFE POWER INTE HOLLYWOOD FL ********** MEMO ITEM **********		$424.36 - Refunded to Town
06/23	06/26	DAVIE FEED RANCH SUPPLIES COOPER CITY FL ********** MEMO ITEM **********		$152.40

SYNOVUS®

SYNOVUS

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

CARD SERVICES

Account Number	XXXX-XXXX-XXXX-8338
Payment Due	N/A
New Balance	N/A
Minimum Payment	N/A

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

GEOFFREY JACOBS
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

** 0000000

762003868338 000000000 000000000

Please Detach and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number	XXXX-XXXX-XXXX-8338
Statement Closing Date	July 31, 2023
Credit Line	$15,000.00
Available Credit	N/A
Minimum Payment	N/A
Payment Due Date	N/A

Balance Summary

Previous Balance	N/A
Credits	$0.00
Purchases and Debits	$37.96
Cash Advances	$0.00
FINANCE CHARGE	**N/A**
New Balance	N/A

Important Contact Information

(See reverse side for billing and other important information)

Payment Address: Card Services
P.O. Box 2181
Columbus, GA 31902-2181

Customer Inquiries Address: Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061

Customer Service: 1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
07/06	07/06	UBER TRIP HELP.UBER.COM CA ********** MEMO ITEM **********	A461B82K	$7.98 – Refunded to Town
07/06	07/06	UBER TRIP HELP.UBER.COM CA ********** MEMO ITEM **********	P3JR8C5Z	$17.98 – Refunded to Town
07/08	07/10	EIG*CONSTANTCONTACT.COM 855-2295506 MA ********** MEMO ITEM **********	1139602788451	$12.00

SYNOVUS

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, October 11, 2023 at 7:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrissette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Kashem
Commissioner Geoffrey Jacobs

Acting Town Manager Aleem Ghany
Interim Town Attorney Horowitz
Town Clerk Marlen D. Martell

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1. CALL TO ORDER Meeting called to order at 7:16pm

2. PLEDGE OF ALLEGIANCE Led by Mayor Mohammed and Commissioners

3. ROLL CALL The meeting was called to order at 7:16 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrissette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Aleem Ghany, Public Services Director; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Joseline Ramirez, Chief Code Enforcement Officer; Mark Pakula, Information Technology Director; Suzi Reutlinger, Assistant to Town Clerk; and Ra Shana Dabney-Donovan, Police Chief; Steve Pizzillo, Interim Chief Building Official; and Jeffrey Louis, Emergency Management Manager

4. DELETIONS OR WITHDRAWALS TO THE AGENDA MOTION TO APPROVE AGENDA AS IS MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR MORRISSETTE, MOTION PASSES 5-0

5. PRESENTATIONS / PROCLAMATIONS

1. Red Ribbon - Mayor Mohammed

PROCLAMATION READ INTO THE RECORD BY TITLE ONLY.

2. Breast Cancer - Mayor Mohammed

PROCLAMATION READ INTO THE RECORD BY TITLE ONLY.

3. Indigenous Peoples' Day - Mayor Mohammed

PROCLAMATION READ INTO THE RECORD BY TITLE ONLY.

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

PASTOR ERIK JONES SPOKE ON RECORD

7. CONSENT AGENDA - ITEM 7.3 WAS REMOVED FROM THE CONSENT AGENDA

MOTION TO ACCEPT THE AMENDED CONSENT AGENDA MADE BY COMMISSIONER JACOBS, SECONDED BY VICE MAYOR MORRISSETTE, MOTION PASSES 5-0

1. Approval of Minutes - Town Clerk Martell

   09 13 2023 1st Budget Hearing
   09 13 2023 Regular Commission Meeting
   09 27 2023 2nd Budget Hearing

2. FL Recovery Obligation Calculation Program - Acting Town Manager Ghany

3. Lobbyist contracts - Acting Town Manager Ghany
MOTION TO ADOPT LOBBYIST CONTRACTS MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

4. Second Amendment E-11 Participation Agreement and Regional Interlocal Agreement - Acting Town Manager Ghany

8. PLANNING CONSULTANT - MICHAEL VONDER-MEULEN

1. File No: 23-TW-01
Applicant: Koinonia Worship Center/Gisla Bush

Address: 4900 W. Hallandale Beach Blvd.
Request: Trafficways Waiver (SW 48th Avenue)
MOTION TO HAVE THE ACTING TOWN MANAGER GHANY TO SIGN THE LETTER OF NO OBLIGATION MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

9. ORDINANCES - 2ND READING

1. Economic Development Advisory Board - Commissioner Jacobs
ORDINANCE NO. 2023-009
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" SPECIFICALLY CREATING ARTICLE XII; TO BE ENTITLED "ECONOMIC DEVELOPMENT ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE
MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT
MOTION TO ADOPT ORDINANCE 2023-009 APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

2. Amending the Town's Sign Ordinance - Commissioner Jacobs
ORDINANCE NO. 2023-012
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 21 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "SIGNS AND ADVERTISING;" AMENDING ARTICLE II, ENTITLED "SIGNS" BY AMENDING DIVISION 1, ENTITLED "COMPREHENSIVE REGULATIONS AND REQUIREMENTS"; AMENDING SECTION 21-19 ENTITLED "PROHIBITED SIGNS;" PROVIDING AN EXCEPTION TO THE PROHIBITION OF ILLUMINATED WINDOW SIGNS; AMENDING SECTION 21-20, ENTITLED "PERMANENT SIGNS," TO ALLOW ILLUMINATED SIGNS ON WINDOWS AND DOORS ON PROPERTIES ENGAGING IN NONRESIDENTIAL USES;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION TO APPROVE ORDINANCE 2023-012 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

10. NEW BUSINESS

1. SCAG Lawnmower for Parks Dept. - Public Services Director Ghany
MOTION To APPROVE THE PURCHASE OF THE SCAG LAWNMOWER IN AN AMOUNT NOT TO EXCEED $12,500.00 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

2. Professional Service Contract - Interim Town Manager Latroy Bell - Acting Town Manager Ghany

DISCUSSION ONLY, BACKGROUND CHECK NOT COMPLETED TO DATE. ACTING TOWN MANAGER GHANY TO PROVIDE COMMISSION WITH WRITTEN PROCEDURE USED TO GET THE INTERIM TOWN MANGER ON BOARD, AND THE ACTING TOWN MANAGER TO FORWARD ALL WRITTEN COMMUNICATION WITH MR. BELL.

3. Bamboo Paradise Linear Park - Public Services Director Ghany

ACTING TOWN ATTORNEY HOROWITZ TO DETERMINE OWNERSHIP OF THE PROPERTY AND DISTRIBUTE TO THE COMMISSIONERS. PUBLIC WORKS DEPARTMENT TO OBTAIN ESTIMATES FOR TREE TRIMMING AND LIGHTING.

4. Separation Agreement - Acting Town Manager Ghany
MOTION TO APPROVE THE SETTLEMENT, WITH REIMBURSEMENT NOT TO EXCEED $500.00 FOR SUPPLIES AND SMOKE CAR CLEANING MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

5. Housekeeping items - Mayor Mohammed, Town Clerk Martell

TOWN CLERK ADVISED THE COMMISSION OF THE NEED FOR A NEW MEMBER FOR THE PLANNING AND ZONING BOARD. DISCUSSION OF CHANGING THE WORKSHOP MEETING IN NOVEMBER FROM NOVEMBER 22, 2023, TO NOVEMBER 27, 2023, AND THE DECEMBER WORKSHOP FROM DECEMBER 27, 2023, TO JANUARY 3,2024.

DISCUSSION OF THE CENTRALIZATION OF PURCHASING SUPPLIES, ASSISTANT TO THE TOWN CLERK WILL BE RESPONSIBLE.
MOTION TO CHANGE THE WORKSHOP MEETING IN NOVEMBER FROM NOVEMBER 22, 2023, TO NOVEMBER 27, 2023, AND THE DECEMBER WORKSHOP FROM DECEMBER 27, 2023, TO JANUARY 3,2024 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

6. Town's Holiday Party - IT Director Pakula
MOTION TO HOLD THE HOLIDAY PARTY AT RICK'S STEAKHOUSE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

11. OLD BUSINESS

1. Mechanical Contractors for Miscellaneous Maintenance and Repairs of Mechanical Equipment and Related Trade Services (Town Hall A/C) - Public Services Director Ghany
MOTION TO AUTHORIZE ACTING TOWN MANAGER GHANY TO START THE ENGINEERING OF THE AC SYSTEM IN TOWN HALL IN AN AMOUNT NOT TO EXCEED $22,000.00 MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

2. Professional Consultant for the Police Department - Chief Dabney-Donovan
MOTION TO APPROVE THE POLICE ACCREDITATION CONSULTING IN AN AMOUNT NOT TO EXCEED $9,000.00 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

3. Accommodations for lodging during conferences - Mayor Mohammed
Upcoming Conferences:
a. Florida League of Mayors, October 13-14, 2023 - Mayor Mohammed
b. Florida Association of City Clerks - Town Clerk Martell
MOTION TO EXPENSE RELATE TO THE FLORIDA LEAGUE OF MAYORS IN AN AMOUNT NOT TO EXCEED $500.00 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION TO APPROVE THE TOWN CLERK TO GO TO THE FLORIDA ASSOCIATION OF CITY CLERKS IN AN AMOUNT NO TO EXCEED $800.00 MADE

BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

MOTION FOR ALL FLY INS FOR ANY COMMISSIONER, CITY MANAGER/PUBLIC WORKS TO ATTEND IN AN AMOUNT NOT TO EXCEED $2,500 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION FOR ANY LEGISLATIVE SESSIONS FOR 2024 IN AN AMOUNT NOT TO EXCEED $2,500.00 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

12. DISCUSSION

1. Executive Recruiter - Mayor Mohammed

OBTAIN COST ESTIMATE FROM THE TWO HR COMPANIES.

2. Office of the Inspector General - Mayor Mohammed, Interim Town Attorney Horowitz

ITEM DISCUSSED WITH 12.3

3. P-Card Policy - Vice Mayor Morrissette

INTERIM TOWN ATTORNEY HOROWITZ TO WORK ON POLICIES

MEETING RECESSED AT 9:05 PM
MEETING RESUMED AT 9:16 PM

4. Joint Legislative Auditing Committee (JLAC) - Audit Request - Commissioner Jacobs

DISCUSSION ONLY
COMMISSIONER STATED FOR THE RECORD THAT HE BROUGHT UP A 20 YEAR AUDIT. VICE MAYOR MORISSETTE STATED FOR THE RECORD THAT ITS A DEAD ISSUE AND THAT HE IS GOING WITH THE RECOMMENDATION OF THE FINANCE DIRECTOR.

5. Acting Police Sergeant Pay Correction W/Backpay - Commissioner Jacobs

VERIFYING INFORMATION

6. HR Analysis - Acting Town Manager Ghany

ITEM DISCUSSED DURING ITEM 12.1

13. ATTORNEY REPORTS

Town Attorney mentioned that the Acting Town Manager, the Town Attorney and David Miller who is the labor Council will meet tomorrow October 12, 2030 at 10:00am relating to wages, benefits and working conditions. First Agreement is negotiated. It is anticipated that a closed-door session with the Commission and Labor Council to speak about collective bargaining issues.

1. RESOLUTION NO. 2023-023 - Interim Town Attorney Horowitz
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING AND DIRECTING THE ACTING TOWN MANAGER, ALEEM GHANY, TO EXECUTE THE 4337-448-R MOD#3 GRANT ADMINISTERED BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT;** PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.
MOTION TO APPROVE ACTING TOWN MANAGER GHANY TO SUBMIT THREE (3) HMGP GRANTS MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 5-0.

Town Attorney nearly finalized a solicitation package and sent email to Acting Town Manager, it is anticipated finalizing that document by the end of this week or early next week.

Town Attorney also brought a reminder to the Commission that the work from the Charter Review Board is completed.

14. TOWN MANAGER REPORTS

Acting Town Manager to verify charges of Christmas lights in the park.

Acting Town Manager to review payments for the Police buildout thoroughly. Mayor Mohammed suggested that a holding cell in the police department needs to be looked into and to see what are the requirements of having a holding sell and get a cost estimate.

Commissioner Jacobs went on record stating that “this is a lot more than just a construction project this is something that needs to go through the FDLE and make sure that everything is 100% legal and built to State standards”.

The Acting Town manger stated that the pumps at Bamboo are up and running. The roof was approved and construction starts on Monday.

HMPG reimbursement, $69,000 was paid on the design and all additional expenses we approved.
Acting Town Manager to apply a new credit card policy to staff per the OIG report.
Mayor Mohammed stated that the Town will have Central Purchasing, and moving forward Suzi will be handling most of the purchasing.

1. Approval of Lights on the second floor not to exceed $1,400.00 - Public Services Director Ghany
MOTION TO CHANGE THE CORRIDOR LIGHTING ON THE SECOND FLOOR IN AN AMOUNT NOT TO EXCEED $1,400.00 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

15. COMMISSION REPORTS

Commissioner Jacobs – Little library installed at The Behan Park by the local Girl Scouts. Commissioner Jacobs stated that at the last Commission meeting, Vice mayor Morrissette make several unfounded allegations against him. He stated to date there has been no factual evidence presented.

Vice Mayor Morrissette stated that Commissioner Jacobs should read the Special Council report with a witness report.

Acting Clerk Commissioner Kashem – stated that she is moving forward with the Preserve Park with grant money that is available. She stated that she would like to utilize the park for more events and festivals. She asked to let he know if anyone has any ideas.

Town Attorney to work on an Ordinance and provide duties and responsibilities. Town Attorney to work with Acting Clerk Commissioner Kashem and bring back frame work to the Commission to consider.

Clerk Commissioner Hodgkins - none
Vice Mayor Morrissette – none
Mayor Mohammed – Mayor Mohammed would like to have a youth Commission. Town Attorney stated to Mayor Mohammed the concerns regarding a Youth Committee, Attorney to bring back an Ordinance.

Mayor Mohammed would like to see guidelines regarding what is and isn't acceptable regarding food trucks in the Town. Town Attorney to bring back an Ordinance.

16. ANNOUNCEMENTS

1. Special Magistrate Hearing, Wednesday, October 18, 2023 at 9:00 AM
Workshop Commission meeting, Wednesday, October 25, 2023 at 6:00 PM
CALENDAR OF EVENTS:
Fall Festival, Saturday, scheduled for October 28, 2023 4:00 PM to 7:00PM
Health Fair, Saturday, November 4, 2023 from 10:00 AM to 2:00 PM
Thanksgiving Giveaway, Saturday, November 18, 2023 from 6:00 PM to 9:00 PM
Toy Giveaway, Thursday, December 21, 2023, from 5:00 PM to 8:00 PM

17. ADJOURNMENT WITH NO FURTHER TOWN BUSINESS, MEETING ADJOURNED AT 10:28PM

Commission approved: November 8, 2023

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.

The Broward Office of the Inspector General (OIG) requests that you provide the records set forth below:

1. A finalized and approved Town procurement manual that includes substantive guidance as to the Town's Purchasing Card Program.

Attached is the Purchasing Policy Manual and Resolution #2023-025 approved at the November 8th 2023.

2. A copy of the directive issued to staff and commission members regarding observance of the parameters found within the state's law on per diem and travel expenses for public officers and employees, Florida Statutes Section 112.061, and additional requirements of the Town's Travel Policy, regardless of whether expenditures are made by p-card, are reimbursed, or are advanced.

Attached to #8 are the Purchasing-Travel-Credit Card User Agreement documents signed by staff and the commission stating they will agree to and follow the per diem and travel expenses.

The following employees have credit cards: Aleem Ghany, RaShana Dabney-Donovan, Ashira Mohammed, Erik Morrissette, William Hodgkins, Musfika Kashem, and Susan Reutlinger. On January 4, 2024 Commissioner Jacobs destroyed his Town credit card and provided the attach statement provided to the Interim Town Manager on January 4th (please see attached document).

The three updated forms are attached. Also, the certificate and user form acknowledgement by Aleem Ghany. The training was conducted by Interim Town Manager Ghany and Acting Town Attorney Horowitz.

3. An identified list of the Town's objective measures used to determine which Town officials and staff require the issuance of a p-card given their roles and responsibilities.

Please see page 38 of the Purchasing Policy Manual.

4. A list of all Town officials and staff currently issued a p-card.

Please see attached.

5. Copy of all p-card agreements executed requiring users to abide by the Town's Purchasing Card Program, any Town-codified travel rules, and the provisions of Florida Statutes Section 112.061 upon receipt of a Town p-card and whenever the p-card or travel rules change.

Attached are the acknowledgment sign off sheet stating they will comply with Ordinance 2023-014 travel rules APPROVED ON DECEMBER 13, 2023. Ordinance 2023-014 is also attached.

6. Any records representing that immediate supervisors gave advanced written

authorization for staff p- card purchases in addition to director-level post-purchase approval, and demonstrating the town commission gave authorization for or approved town manager and commissioners' p-card purchases either in advance or before processing payment.

~~This information is available in the purchasing manual on page 36.~~

When the OIG submitted the December 14th request the Town did not have a process in place.

Currently, the credit card authorization form has been amended to include the primary public purpose. (Attached is the credit card authorization form).

In addition to requiring the information on the form. The Manager will be recommending that the Commission approved the credit card statements and purchases the ones rejected will need to be reimbursed by the cardholder or disciplinary action will be taken.

The process should be as follows:

1. **The user fills out the form**
2. **The user completes the form by indicating the primary public purpose**
3. **The form must be signed off by the department manager/Director and the Town Manager.**
4. **Once approved the purchase can be made.**
5. **As soon as the p-card statements are available, they will be placed at the next voting meeting for the Commission to approve. If payment is due prior to the meeting the Town will pay the vendor to stay in good standing and obtain reimbursement from the cardholder after the meeting . If a purchase is rejected by the Commission, the cardholder will need to reimburse the Town.**

7. **Copies of the documents for expenditures submitted with a primary public purpose written on them by the P-card users for approval and payment.

Attached is the current travel form, where the traveler must state the conference/event is a primary public purpose.

There has been no travel since the OIG letter of December 14. The requirement of stating the primary public purpose is now included in the credit card authorization form.

*****ATTACHED - The P-card form has a section to include the primary public purpose.**

8. All logs, instructional materials, and records related to training provided for all Town officials and staff on the Town's existing and new policies and procedures, including

those delineated in the finalized procurement manual.

All training documents including PowerPoint presentation is attached.

9. **All records pertaining to the rejection of questionable p-card or travel expenditures.

P-card where not rejected, they were willingly returned.

P-card travel expenditures were not rejected.

10. **All records pertaining to any reimbursements issued to the town from a cardholder for charges made on town issued card, to include, receipts, checks and related documentation.

Attached are the reimbursement documents.

No reimbursement has been obtained except for the documents provided previously.

11. **All records of communications issued to Town officials and staff for violating p-card policies, including p-card revocations.

Based on the September 28th report from the OIG a purchasing manual was adopted, but no discussion took place about revocation, disciplinary action or reimburse.

The purchasing manual on pages 38- 44 does address procedures for making and paying the purchase and disciplinary action as stated at the end of page 44:

The Town reserves the right to take disciplinary action, up to and including termination. The Town may also pursue all legal avenues available for collection. Any abuse or misuse of the purchasing card will result in the privilege being suspended or revoked. Purchasing will refer violations and discrepancies to Human Resources for disciplinary or other appropriate action.

At the upcoming Special Commission meeting of Thursday, February 8th the Commission will discuss disciplinary actions to be taken in the meanwhile Interim Finance Director will be reviewing past and present purchases of all P-card accounts to determine primary public purpose. That information will be submitted to the Commission for their review and direction.

At the Regular Commission meeting of **October 11th** the commission discussed the report issued by the OIG on **September 28th**. The Commission directed the Interim Town Attorney and the Acting Town Manager to make the proper updates to the purchasing manual and any other policies needed to comply with the OIG recommendations. In the purchasing manual disciplinary action for the misuse of purchases is located on page 43 and 44.

The Town of Pembroke Park voting meets are once a month. After the report was

released on September 28, 2023, staff immediately started working on providing the OIG with the policies requested.

There are two additional documents reflecting the recommendations from Interim Town Attorney Horowitz memo dated **October 18, 2023**. Also, a letter sent to JLAC advising them of the updates to the purchasing manual and travel policy.

The approval of the purchasing manual was on **November 8, 2023**. (minutes attached). It was also first reading of the travel Ordinance No. 2023-014, and second reading was approved on **December 13, 2023**, (summary attached).

***TRAINING WAS SCHEDULED AND COMPLETED BY THE END OF DECEMBER.**

This bullet was not included in our response to the December 14th OIG request.
• A record/document illustrating how staff is ensuring that p-card holders are not paying sales tax on applicable purchases and that there is recoupment when the Town improperly pays sales taxes.
Pg. 46 of the Purchasing Manual

Additional training regarding FS 112.061 approved in Travel Ordinance 2023-014, is being coordinated for Thursday, February 22 at 6PM.

Travel Ordinance 2023-014
ARTICLE XII. – TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES

Sec. 2-310. Reimbursement policy and procedures for official travel.

(a) *Purpose*. It is the intent of this section to regulate official travel expenses of Town officers, employees, and other authorized persons, as defined in F.S. § 166.021. It is also the intent of this section that the provisions of F.S. § 112.061, pertaining to municipalities, and any amendments, additions, or modifications to such provisions, shall be incorporated herein by reference, to the extent this section does not address a subject matter that is addressed in F.S. § 112.061, and that the provisions contained in this section shall be supplemental and in addition to the provisions of F.S. § 112.061. In the event of any conflict between this section and F.S. § 112.061, this section, in accordance with F.S. § 166.021, shall prevail.

Town of Pembroke Park

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

November 13, 2023

The Honorable Michael A. Caruso, Chairperson
Joint Legislative Auditing Committee
111 W. Madison St., Rm. 876
Tallahassee, Florida 32399-1400

RE: Pembroke Park Purchasing & Travel Policy – Broward County OIG Report Recommendations

Dear Chairman Caruso:

Pursuant to outcomes of your meeting with David Sigerson, I am providing you with an update of our efforts to comply with the Broward County's Office of Inspector General (OIG) recommendations concerning Pembroke Park's purchasing (P-Card) and travel accounting control deficiencies. We are working diligently to rectify the situation, particularly those located on pages 13 and 14 of the OIG Report, OIG 22-007 -M, dated September 28, 2023.

Accordingly, the following actions were taken during the November 8, 2023 Commission meeting, whereby two ordinances were unanimously approved on 1st Reading.

Ordinance No. *Resolution No.* 2023-025 updates the procurement manual with more effusive P-Card use policies and procedures that are consistent with generally accepted accounting principles. Numerous other cities within Broward County have adopted this policy that limits the number of employees issued P-Cards to three and sets a limit on the amount that may be spent without receiving prior written approval of either the Town Manager or by vote of the Commission.

In addition, the Commission voted to establish a training program on the proper use of Town P-Cards and the new travel reimbursement policies. A mechanism for keeping a written record demonstrating that the training was conducted and to whom it was given, (including a sign in sheet and certificate of completion) is also included. The training would be given at least annually and within 45 days of final passage of the ordinance.

Ordinance No. 2023-014 establishes travel policies and procedures that ensure compliance with statutory limits and other state law requirements.

Both ordinances will be adopted on second reading at the next Town Commission meeting on December 13, 2023. In the meantime, I have collected all the P-Cards that were in the possession of employees.

I appreciate the opportunity to provide you with this overview of our progress addressing the issues and concerns raised by the Broward Office of the Inspector General. Please do not hesitate to contact me with any additional inquiries or concerns.

Respectfully,

Aleem A. Ghany, Acting Town Manager
Town of Pembroke Park

PURCHASING – TRAVEL - CREDIT CARD USER AGREEMENT

I agree to the following regarding use of the Purchasing Card for the Town of Pembroke Park:

1. ✓ I understand that I am making financial commitments on behalf of the Town of Pembroke Park and will strive to obtain the best value for the City.

2. ✓ I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for myself or for others.

3. I will keep the Purchasing Card secure at all times and not allow it to be used by anyone other than myself.

4. I have been given a copy of the Purchasing Card Policies and Procedures Manual, received the training and understand the requirements for Purchasing Card use.

5. I will follow the established procedures for use of the Purchasing Card and to follow the Purchasing Procedures as established under section 2-120 through 2-137 of the Town of Pembroke Park Code of Ordinances. Failure to do so may result in either loss of privileges or other disciplinary actions, including termination of employment.

6. I agree that if I willfully violate the terms of this agreement, I will reimburse the Town of Pembroke Park for all incurred charges and any fees related to the collection of those charges, and that I may be subject to disciplinary action.

ALEEM A GHANY
Employee Name (PRINT)

Employee Name (SIGNATURE)

Public Works.
Department/Division (PRINT)
Date: 1/23/24

{00582534 1 3399-0000000 }

AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, December 13, 2023

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL ABSENT Acting Clerk Commissioner Kashem
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PRESENTATIONS / PROCLAMATIONS

5.1. Ambulance purchase - Vice Mayor Morrissette, Chief Kane — DISCUSSION TO PURCHASE OR LEASE AN AMBULANCE TRUCK

Agenda Item Report - AIR-23-177 - Pdf

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

7.1. Approval of Minutes - Town Clerk Martell — APPROVED 4-0

09 27 2023 WORKSHOP COMMISSION MEETING
10 25 2023 WORKSHOP COMMISSION MEETING
11 08 2023 REGULAR COMMISSION MEETING
11 27 2023 CANCELLED AGENDA WORKSHOP COMMISSION MEETING

7.2. Cost for updated drawings from Calvin, Giordano & Associates for the Police buildout - IT Director Pakula — APPROVED 3-1

Approve the work.

Agenda Item Report - AIR-23-181 - Pdf

7.3. Approval for FLGISA Winter Convention - IT Director Pakula — APPROVED 4-0

Approve Item

Agenda Item Report - AIR-23-165 - Pdf

7.4. Upgrade Storage for Town Servers - IT Director Pakula — APPROVED 3-1

Approve Purchase

Agenda Item Report - AIR-23-164 - Pdf

7.5. ClearPoint Strategy software - IT Director Pakula — APPROVED 4-0
Approve Since the Contract is already signed..
Agenda Item Report - AIR-23-171 - Pdf

7.6. SonicWall renewal for WIFI - IT Director Pakula — APPROVED 4-0

Approve item.
Agenda Item Report - AIR-23-179 - Pdf

7.7. Town's Social Media Automation - IT Director Pakula — APPROVED 3-1
Approve Item
Agenda Item Report - AIR-23-175 - Pdf

7.8. Renewal of website and Mass notification system for emergencies and events - IT Director Pakula — APPROVED 3-1
Approve Item
Agenda Item Report - AIR-23-182 - Pdf

7.9. CSA Vehicle Revision - Chief Dabney-Donovan — APPROVED 4-0
Staff recommends a revision to the May 10, 2023 approval of two CSA Vehicles. Staff recommends taking two Ford Explorers already in our fleet and having them outfitted for CSA vehicles (attached are two quotes under $10,000.00 Manager Threshold). Additionally, Staff is asking for the purchase of two additional vehicles in lieu of CSA vehicles, to be determined according to personnel, time and cost at a later date, not to exceed $80,000.00
Agenda Item Report - AIR-23-169 - Pdf

7.10. Purchase of new shed for Public Services - Acting Manager/Public Services Director Ghany — APPROVED 4-0
We are recommending approval.
Agenda Item Report - AIR-23-178 - Pdf
IMG_2076 shed
IMG_2077
IMG_2078
IMG_2079
IMG_2080
IMG_2081
IMG_2082

7.11. Sanitary Sewer Emergency Repair - Acting Town Manager/Public Services Director Ghany — APPROVED 4-0
Approval of invoice
Agenda Item Report - AIR-23-188 - Pdf

8. ORDINANCES 2ND READING

8.1. Travel Policy Ordinance - Acting Town Manager/Public Services Director Ghany, Interim Town Attorney Horowitz — APPROVED 4-0

ORDINANCE NO. 2023-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION," BY CREATING ARTICLE XII OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES;"** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

2023-014 Travel Policy
2023-014 Business Impact Estimate

8.2. Parks and Recreation Advisory Board - Acting Clerk Commissioner Musfika — APPROVED 4-0

ORDINANCE NO. 2023-015

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PARKS AND RECREATION"; SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED "PARKS AND RECREATION ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

2023-015 Revised Parks and Rec Advisory Board
2023-015 Business Impact Estimate

8.3. Youth Advisory Board - Mayor Mohammed — APPROVED 3-1

ORDINANCE NO. 2023-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION"; SPECIFICALLY CREATING ARTICLE XIII; TO BE ENTITLED "YOUTH AFFAIRS ADVISORY BOARD"; PROVIDING FOR THE ESTABLISHMENT OF A YOUTH AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS;** PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

2023-016 Youth Affairs Board

2023-016 Business Impact Estimate

8.4. Zoning Amendment - Acting Town Manager/Public Services Director Ghany — APPROVED 3-1

Applicant: BH 2550 LLC/Rachel Streitfeild, Caldera Law
Address: 2550 SW 30th Avenue

ORDINANCE NO. 2023-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 28, ENTITLED "ZONING" BY SPECIFICALLY AMENDING SECTION 28-209, CREATING SUBSECTION (H) PROVIDING FOR CERTAIN TEMPORARY USES;** PROVIDING FOR EXPIRATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

2023-017 REVISED MXD District - Caldera
2023-017 Business Impact Estimate
1 Avi memo
PLANNER REVISED 2550 SW 30 Ave Memo Revised 102323
10 25 2023 PZB 102023
02 - Owner Petition_2550 SW 30th Avenue
2550 SW 30 Ave 03 -Owner Petition_Exhibit A
2550 SW 30 Ave 04 - Owner Petition_Exhibit B
2550 SW 30 Ave 05 - Owner Petition_Plot Plan
2550 SW 30 Avenue 06 - Applicant's Response

9. RESOLUTIONS

9.1. Temporary Use - Interim Town Attorney — APPROVED 3-1

Resolution No. 2023-026

RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING BH 2550 LLC'S PETITION NO. 23-RZ-01, ATTACHED HERETO AS EXHIBIT "A", UNDER SECTION 28-209(H) OF TOWN CODE AUTHORIZING CERTAIN TEMPORARY USES IN THE MXE MIXED USE ENTERTAINMENT DISTRICT FOR THE PROPERTY LOCATED AT 2550 SW 30TH AVENUE, FOLIO NO. 514228710010;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

2023-026 BH 2550 LLC

9.2. FDOT Project Development and Environment Study for I-95 - Acting Town Manager/Public Services Director Ghany — APPROVED 4-0

RESOLUTION NO. 2023-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **ENDORSING AND SUPPORTING THE**

FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT DEVELOPMENT AND ENVIRONMENT STUDY FOR THE I-95 CORRIDOR FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR858) TO NORTH OF HOLLYWOOD BOULEVARD (SR820), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

2023-027 I-95
FDOT Presentation_ 10-23-23 (003)
2021-045 I95 Study

10. ORDINANCES 1ST READING

10.1. Food Truck Vendor Ordinance - Mayor Mohammed — APPROVED 3-0, COMMISSIONER JACOBS ABSTAINED

ORDINANCE NO. 2023-018
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 15 ENTITLED "LICENSES AND BUSINESS REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED "MOBILE FOOD DISPENSING VEHICLES;" PROVIDING FOR THE REGULATION OF MOBILE FOOD VENDORS AS PERMITTED BY SECTION 509.102, FLORIDA STATUTES;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

2023-018 Food Truck REVISED

10.2. Small Disadvantage Business Enterprises - Mayor Mohammed — APPROVED 3-1

ORDINANCE NO. 2023-019
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION," ARTICLE V "PROCUREMENT," BY CREATING SECTION 2-138 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "LOCAL BUSINESS PREFERENCE";** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

2023-019 Local Business Preference
TA Broward Small Disadvantaged Business

11. NEW BUSINESS

11.1. Illuno Donation for AEDs - Chief Dabney-Donovan — REMOVED FROM THE AGENDA

Staff recommends the receipt of the charitable donation for AEDs (Automated External Defibrillators) to outfit police vehicles.

Agenda Item Report - AIR-23-183 - Pdf

11.2. Communications Agreement - Interim Town Attorney — APPROVED 4-0

Amendment to Communications Agreement
Communications Contract email 1
#1 Competitive Quote
#2 Competitive Quote
#3 Quote for Communications Services - November 2023
Communications_Services_Contract ORIGINAL

11.3. Shutts and Bowen Investigation Attorney Fees - Acting Town Manager/Public Services Director Ghany — APPROVED 3-0, COMMISSIONER JACOBS ABSTAINED. SECOND VOTE TO APPROVE $15,000 TO COMPLETE INVESTIGATION APPROVED 3-0, COMMISSIONER JACOBS ABSTAINED

Approve current invoices.

Agenda Item Report - AIR-23-186 - Pdf

11.4. One-Stop Film Permitting Interlocal Agreement - Acting Town Manager/Public Services Director Ghany — APPROVED 4-0

Recommend to approve the agreement.

Agenda Item Report - AIR-23-184 - Pdf

11.5. Updating Fire Alarm System in Town Hall - Acting Town Manager/Public Services Director Ghany — APPROVED 4-0

Approve the request to update the Fire Alarm System in Town Hall.

Agenda Item Report - AIR-23-187 - Pdf

11.6. 92 Winter Meeting - US Conference of Mayors in Washington, DC from January 17 to 19, 2024 - Mayor Mohammed
100 Years National League of City - City Summit in Tampa Bay, November 14 thru 16, 2024
APPROVED 4-0

12. OLD BUSINESS

12.1. Koinonia Trafficways Waiver - Planning Consultant Vonder Meulen — APPROVED 3-1

Koinonia 00 - AGENDA MEMO
Koinonia 01 - TC Koinonia Staff Report_
Koinonia 02 - KWC Trafficways Plan Waiver
Koinonia 03 - Dedication and Waiver Exhibit

Koinonia 04 - Trafficways Map
Koinonia 05 - Draft Letter
Koinonia 06 - Previous Dedication Easement Exhibit
Koinonia 07 - Current Dedication Easement Exhibit

13. DISCUSSION

13.1. Life Rings around water areas in the Town - Mayor Mohammed
DIRECTION TO PLACE LIFE RINGS IN THE TOWN'S BODY OF WATER

13.2. Letter to Grants - Mayor Mohammed
Dee JAG rescission letter fully executed
APPROVED 3-1

13.3. Noise Ordinance Enforcement - Mayor Mohammed
Review the current ordinance and update enforcement by Code and Police.
Agenda Item Report - AIR-23-185 - Pdf
DIRECTION TO AMEND THE NOISE ORDINANCE WITH ENFORCEMENT PROCESS

13.4. Implementation of Enhanced Security Measures at Town Hall - Commissioner Jacobs
Implementation of Enhanced Security Measures at Town Hall
Agenda Item Report - AIR-23-173 - Pdf
SECURITY ISSUES ARE ALREADY IMPLEMENTED

13.5. Staff Meetings - Update - Commissioner Jacobs
Internal Policy Changes - Discussion Item
Agenda Item Report - AIR-23-172 - Pdf
Dr Robert Levy
NO DIRECTION

14. ATTORNEY REPORTS

15. TOWN MANAGER REPORTS MANAGER TO SUBMIT CONTRACTS AND UPDATE COMMISSION ON HIRING PROCESS. ITEM FORWARDED TO THE WORKSHOP MEETING.

16. COMMISSION REPORTS
Commissioner Jacobs - FINANCE CONSULTANT DILENA WAS ASKED TO UPDATE THE COMMISSION REGULARLY ABOUT COMMUNICATIONS WITH JLAC.

Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrissette

Mayor Mohammed

17. ANNOUNCEMENTS

17.1. Shop with a Cop, Saturday, December 16th from 8:00 AM to 1:00 PM
Special Magistrate Hearing, Wednesday, December 20th 2023 at 9:00 AM
Toy Giveaway, Thursday, December 21st from 5:00 PM to 8:00 PM
Workshop Commission meeting, Wednesday, January 3rd at 6:00 PM
Regular Commission meeting, Wednesday, January 10th at 7:00 PM
Special Magistrate Hearing, Wednesday, January 17th at 9:00 AM
Workshop Commission meeting, Wednesday, January 24th at 6:00 PM

18. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

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, November 8, 2023 at 7:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrissette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Kashem
Commissioner Geoffrey Jacobs

Acting Town Manager Aleem Ghany
Interim Town Attorney Horowitz
Town Clerk Marlen D. Martell

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1 CALL TO ORDER MEETING CALLED TO ORDER AT 7:08PM

2 PLEDGE OF ALLEGIANCE LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL The meeting was called to order at 7:08 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrissette, Vice Mayor; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Clerk Commissioner Hodgkins was absent.

Additional staff in attendance were Aleem Ghany, Acting Town Manager & Public Services Director; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Joseline Ramirez, Chief Code Enforcement Officer; Mark Pakula, Information Technology Director; Suzi Reutlinger, Assistant to Town Clerk; and Ra Shana Dabney-Donovan, Police Chief

4 DELETIONS OR WITHDRAWALS TO THE AGENDA 11.2 WAS MOVED TO THE NEXT COMMISSION MEETING

MOTION TO ADOPT THE AMENDED AGENDA MADE BY VICE MAYOR MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER KASHEM, MOTION PASSES 4-0

5 PRESENTATIONS / PROCLAMATIONS

1. Police Commendations - Chief Dabney-Donovan

OFFICER BROWER, OFFICER RAVAL, OFFICER RIMMER AND VALASQUEZ WERE GIVEN CERTIFICATE OF COMMENDATIONS.

2. National American Heritage

PROCLAMATION READ BY TITLE ONLY

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
GEOFFREY JACOBS SPOKE ON RECORD
GAVEL PASSED TO THE VICE MAYOR
GAVEL PASSED BACK TO THE MAYOR
ANGELA JACOBS SPOKE ON RECORD
JOHN DANIEL LAZAR SPOKE ON RECORD

7 CONSENT AGENDA MOTION TO APPROVE THE CONSENT AGENDA AS IS MADE BY VICE MAYOR MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER KASHEM. MOTION PASSES 4-0

1. Approval of Meeting Minutes - Town Clerk Martell

10 11 2023 REGULAR COMMISSION MEETING

2. Settlement Agreement

3. Climate Action Plan

4. Fiber for the Town's infrastructure.

5. Axon Camera system for the Police Department

6. Public Works Warehouse Storage - Lease Agreement

7. Holiday Lighting (Discussion)

8. Bobcat (Discussion)

9. Kimley-Horn & Associates - vulnerability assessment

10. Interlocal Agreement Renewal - Unsafe Structures

11. GIS maintenance agreement.

12. RFQ for Town Attorney Consultant

8 RESOLUTIONS

1. Purchasing Manual

MOTION TO APPROVE 2023-025
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

9 ORDINANCES

1. Travel Policy Ordinance - Acting Town Manager/Public Services Director Ghany, Interim Town Attorney Horowitz
ORDINANCE NO. 2023-014
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION," BY CREATING ARTICLE XII OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES;"** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR OPENED THE FLOOR FOR PUBLIC COMMENT
NONE
MAYOR BROUGHT BACK BEFORE THE COMMISSION
MOTION TO APPROVE 2023-014
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

2ND READING DECEMBER 13, 2023

2. Parks and Recreation Advisory Board - Acting Clerk Commissioner Musfika
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PARKS AND RECREATION"; SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED "PARKS AND RECREATION ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR**

DEFINITIONS; PROVIDING FOR DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR OPENED THE FLOOR FOR PUBLIC COMMENT
NONE
MAYOR BROUGHT BACK BEFORE THE COMMISSION

2ND READING SCHEDULED FOR NEXT MEETING
MOTION TO APPROVE THE PARKS & RECREATION BOARD
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

2ND READING DECEMBER 13, 2023

3. Youth Advisory Board - Mayor Mohammed
ORDINANCE NO. 2023-016
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION"; SPECIFICALLY CREATING ARTICLE XIII; TO BE ENTITLED "YOUTH AFFAIRS ADVISORY BOARD"; PROVIDING FOR THE ESTABLISHMENT OF A YOUTH AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS;** PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR OPENED THE FLOOR FOR PUBLIC COMMENT
NONE
MAYOR BROUGHT BACK BEFORE THE COMMISSION

DANIEL LAZAR SPOKE ON RECORD
MARK YOUNG SPOKE ON RECORD

2ND READING DECEMBER 13, 2023
MOTION TO APPROVE YOUTH AFFAIRS AND ADVISORY BOARD
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

2ND READING DECEMBER 13, 2023

RECESS CALLED DUE TO A COMPLAINT MADE BY COMMISSIONER JACOBS

RECESSED CALLED AT 8:14PM
MEETING RESUMED AT 8:36PM

4. File No: 23-RZ-01
Applicant: BH 2550 LLC/Rachel Streitfeild, Caldera Law
Address: 2550 SW 30th Avenue
Request: Zoning Amendment

ATTORNEY RACHEL STREITFEILD SPOKE ON RECORD.
FLOOR WAS OPENED FOR PUBLIC COMMENT
NONE
FLOOR WAS CLOSED FOR PUBLIC COMMENT
ATTORNEY WILL BRING BACK RESOLUTION
2ND READING IS SCHEDULED FOR DECEMBER 13, 2023

MOTION TO APPROVED RESOLUTION 2023-017
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

ATTORNEY WILL BRING BACK RESOLUTION
2ND READING IS SCHEDULED FOR DECEMBER 17, 2023

CHIEF DABNEY-DONOVAN STATED THAT THERE WAS A 911 CALL MADE TO BSO
MEETING RECESSED AT 8:11PM
MEETING RESUMED AT 8:36PM

10 NEW BUSINESS

1. HR outsourcing RFQ or Letter of Intent - Mayor Mohammed
MOTION TO DIRECT THE ATTORNEY TO WRITE A LETTER OF INTENT OR AN RFQ
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

11 OLD BUSINESS

1. Park Lake Gates - Acting Town Manager/Public Services Director Ghany
MOTION TO APPROVE AGREEMENT WITH 10 YEAR AND THE OPTION TO RENEW FOR ANOTHER 10 YEARS AS STATED
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

2. B-1 Business District - Planning Consultant Vonder Meulen
ORDINANCE NO. 2023-013
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" AMENDING ARTICLE III, ENTITLED "DISTRICT REGULATIONS" BY AMENDING DIVISION 5, ENTITLED "B-1 BUSINESS DISTRICT"; AMENDING SECTION 28-187.01 ENTITLED "SPECIAL EXCEPTION DESIGNATION;" PROVIDING FOR NEW REQUIREMENTS FOR MIXED USE RESIDENTIAL DEVELOPMENTS; AMENDING SECTION 28-194.1, ENTITLED "MIXED USE RESIDENTIAL DEVELOPMENTS;" MODIFYING THE MINIMUM DEVELOPMENT CRITERIA FOR MIXED-USE RESIDENTIAL USES IN THE B-1 BUSINESS DISTRICT;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ITEM REMOVED

3. Executive Recruiter - Mayor Mohammed

MOTION TO RETAIN RENEE NARLOCH FOR THE EXECUTIVE RECRUITMENT
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

12 DISCUSSION

1. Food Truck Vendor Ordinance - Mayor Mohammed
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 15 ENTITLED "LICENSES AND BUSINESS REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED "MOBILE FOOD DISPENSING VEHICLES;" PROVIDING FOR THE REGULATIONS OF MOBILE FOOD VENDORS IN ACCORDANCE SECTION 509.102, FLORIDA STATUTES;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ITEM FORWARDED TO THE FIRST READING ON DECEMBER 13, 2023

2. Early discussion items for the November 27, Workshop Commission Meeting - Mayor Mohammed
Walk Program for employees and residents
Aden Life Saving Ring
Food Purchasing Policy

ITEMS TO BE FOLLOWED UP ON

3. Training for Commissioners and Planning & Zoning Board members on fundamental planning - Mayor Mohammed

ITEM TO BE FOLLOWED UP ON

4. WBE/MBE component to purchasing - Mayor Mohammed

INTERIM TOWN ATTORNEY TO PROVIDE RESOLUTION

5. Public Information Officer - Mayor Mohammed

DISCUSSION POSSIBLE VOTE OR DIRECTIVE

6. Washington, D.C - FAST Fly-in Update - Commissioner Jacobs
I had the privilege of representing our community in Washington, D.C., alongside nearly 50 city leaders from across Florida. We convened under the banner of the Federal Action Strike Team (FAST) Fly-In to engage with our state's congressional delegation on pivotal issues affecting our municipalities, such as Pembroke Park.

FAST Fly-In serves as a crucial platform for fostering collaborative relationships between local, state, and federal governments. FLC President and Cooper City Mayor, Greg Ross, encapsulated this well: "The event has fortified our collective foundation, enabling us to build a stronger Florida. We are grateful for the active participation of our congressional representatives."

During our time in D.C., we voiced strong opposition to HR 3557, the American Broadband Deployment Act of 2023, which threatens local governance over public land and telecommunications infrastructure. We also pressed for the long-term reauthorization of the National Flood Insurance Program and sought to streamline the federal grants process.

Our focus also extended to finding enduring solutions for soil and water contamination by PFAS, along with advocating for federal liability protections for our cities.

FAST Chair and City of Parkland Commissioner, Bob Mayersohn, summarized the impact of our trip: "The political climate notwithstanding, our unity was palpable. It was evident that our advocacy resonated with our congressional leaders on issues critically affecting our cities."

Prior to visiting Capitol Hill, we were briefed by the FLC and National League of Cities' federal advocacy teams. The delegation also had the honor of meeting with Senators Marco Rubio and Rick Scott.

The value of this advocacy mission cannot be overstated, as we stood united in amplifying the needs and concerns of Florida's municipalities.

13 ATTORNEY REPORTS NONE

14 TOWN MANAGER REPORTS HPMPG GRANT, ROOF IS COMPLETED
RECEIVED A 1 YEAR EXTENSION ON THE GENERATOR GRANT
GEOSCADA GRANT IN COMMUNICATION WITH THE HFTE
POLICE BUILD OUT, JUST WAITING FOR FINAL COST ON THE HOLDING CELLS
COMPLAINT RECEIVED REGARDING UTILITY LINES ON PEMBROKE ROAD WAS COMMUNICATED TO FPL AND COMCAST
CIRCLE OF HONOR FURTHER DIRECTION IS NEEDED, NEED TO GET UPDATED QUOTES FOR REPAIRS AND UPDATE THE PLACARDS
TREES THAT WERE DEDICATED NEED TO BE REPLACED WHERE PLACARDS ARE AND NO TREES BEHIND THEM
SANITARY SEWER CALLS HAVE INCREASED TO 6 TO 7 CALLS A DAY
ED HELMS COMPANY STARTED THE DESIGN FOR THE HVAC SYSTEM
SURVEYOR COST FOR BAMBOO PARADISE WAS $15,000.00

MOTION TO SKIP INTERIM TOWN MANGER AND LOOK FOR PERMANENT TOWN MANAGER MADE BY VICE MAYOR MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER KASHEM, MOTION PASSED 3-1, COMMISSIONER JACOBS OPPOSED.

15 COMMISSION REPORTS COMMISSIONER JACOBS STATED THAT A NEW BUILDING OFFICIAL IS NEEDED AND THAT THE TOWN CLERK SHOULD BE SUSPENDED PENDING FURTHER INVESTIGATION WITHOUT PAY
ACTING CLERK COMMISSIONER KASHEM QUESTIONED WORK BEING DONE INSIDE HIS HOUSE.
CLERK TO SUBMIT PICTURES TO ACTING CLERK COMMISSIONER KASHEM.
SHE ALSO COMMENDED ALL STAFF IN SUCCESSFUL EVENTS.
VICE MAYOR MORRISSETTE STATED THAT THE EVENTS HAVE BEEN SUCCESSFUL. ANONYMOUS LETTER READ INTO THE RECORD.
MAYOR MOHAMMED STATED HER HAPPINESS WITH HOW THE EVENTS HAVE BEEN TURNING OUT. DIRECTION WAS GIVEN TO ALL EMPLOYEES THAT WORKED ON THE EVENTS TO RECEIVE A COMP TIME, HOUR PER HOUR. AFTER THE HOLIDAY PARTY ALL EMPLOYEES CAN LEAVE.
MAYOR MOHAMMED ACKNOWLEDGED ALL VENDORS THAT CAME TO THE HEALTH FAIR.
MAYOR MOHAMMED STATED THAT SHE WOULD LIKE TO BRING SERVICES IN HOUSE. AGREEMENT WAS MET TO BRING BACK THE TOWN PLANNER POSITION.

FINANCE AUDIT FOR THE BUILDING DEPARTMENT IS NEEDED, TOWN ATTORNEY TO HAVE DISCUSSION WITH ACTING TOWN MANAGER FOR SOLICITATION.
ACTING BUILDING OFFICIAL PIZZILLO TO PROVIDE BUILDING FEES TO THE NEXT WORKSHOP.
MAYOR MOHAMMED WANTING TO KNOW WHAT HAS BEEN HAPPENING IN THE BUILDING DEPARTMENT FOR THE PAST 3 YEARS.
MAYOR MOHAMMED STATED FOR THE RECORD THAT ALL NEGATIVE STATEMENTS PLEASE STOP AND THAT THIS IS A DISSERVICE TO THE COMMUNITY AND RESIDENTS AND STATED THAT COMMISSIONER JACOBS NEEDS TO STOP AND SEEK PROFESSIONAL HELP. SHE WOULD LIKE TO MOVE THIS TOWN FORWARD AND MAKE THIS A BETTER PLACE.

16 ANNOUNCEMENTS

1. Special Magistrate Hearing, Wednesday, November 15th 2023 at 9:00 AM
Workshop Commission Meeting, ***Monday, November 27, 2023 at 6:00 PM***
Regular Commission Meeting, Wednesday, December 13, 2023 at 7:00 PM
Workshop Commission Meeting, Wednesday, January 3, 2023 at 6:00 PM
Regular Commission Meeting, Wednesday, January 10, 2023 at 7:00 PM
CALENDAR OF EVENTS:
Thanksgiving Giveaway, Saturday, November 18, 2023 from 9:00 AM to 1:00 PM
Toy Giveaway, Thursday, December 21, 2023, from 5:00 PM to 8:00 PM

17 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 9:49PM

Commission Approved Dec 13, 2023

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.

TOWN OF PEMBROKE PARK
MEMORANDUM NO. 2023-014

TO: Mayor Ashira Mohammed
Members of the Town Commission

CC: Aleem A. Ghany, Acting Town Manager
Marlen D. Martell, Town Clerk

FROM: Jacob G. Horowitz, Interim Town Attorney *JGH*
Quentin E. Morgan, Assistant Interim Town Attorney *QEM*

DATE: October 18, 2023

RE: Town of Pembroke Park (the "Town") / OIG Report - Purchasing Manual and Internal Controls

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In response to the September 28, 2023 OIG Closing Memorandum Re: The Town of Pembroke Park Lacks Adequate Authority to Control its Purchasing Card Expenditures, the Interim Town Attorney's Office has been asked to review the Town's purchasing policies and internal controls for P-Card usage and make recommendations addressing the OIG's stated concerns.

To that end, the OIG recommended the Town take the following actions:

> •Within 60 days of the publication of this memorandum, **finalize a procurement manual** that includes substantive guidance as to the Town's Purchasing Card Program. This guidance should include at least a clear, objective definition of what constitutes "official Town business," or whatever term it chooses to communicate that expenditures must be primarily for a public purpose. It should also include maximum amounts that can be spent according to category, a prohibition on p-card purchases of food or beverage that do not serve a primary public purpose, and a prohibition on allowing anyone other than the cardholder to use the p-card. We recommend the Town review other municipalities', the County's, and the State's p-card policies for direction.
>
> • Within 60 days, **issue a directive to staff and commission members to follow the parameters found within the state's law on per diem and travel expenses for public officers and employees**, Florida Statutes Section 112.061, and additional requirements of the Town's Travel Policy, regardless of whether expenditures are made by p-card, are reimbursed, or are advanced. Should the town commission wish to supplant any of the provisions within that law, it has the right to do so, but only by way of ordinance or a charter change.

• **Use objective measures to determine which Town officials and staff require the issuance of a p-card** given their roles and responsibilities and re-evaluate current p-card assignments accordingly.

• **Require each p-card user to execute an agreement** to abide by the Town's Purchasing Card Program, any Town-codified travel rules, and the provisions of Florida Statutes Section 112.061 upon receipt of a Town p-card and whenever the p-card or travel rules change.

• Require immediate supervisors to give **advance written authorization** for staff p-card purchases in addition to director-level post-purchase approval, and require the town commission to give authorization for or approve town manager and commissioners' p-card purchases either in advance or before processing payment.

• Require the p-card user to **submit in writing the primary public purpose for the expenditure** on the document submitting the charge for approval and payment.

• **Train all Town officials and staff on the Town's existing and new policies and procedures**, including those delineated in the finalized procurement manual.

• **Encourage Town staff to reject questionable expenditures** and create a process by which they can do so without fear of repercussion.

• **Enforce accountability standards for all Town officials and staff**, including p-card revocations for those holders who repeatedly violate p-card policies.

• **Ensure that p-card holders are not paying sales tax on applicable purchases** and that there is recoupment when the Town improperly pays sales taxes.

In response to the OIG Closing Memorandum, the Interim Town Attorney's Office has been asked to review the Town's purchasing policies and internal controls for P-Card usage and make recommendations addressing the OIG's stated concerns. We offer the following recommendations:

• In the sixty (60) day timeframe provided by the OIG, we recommend that the Town Commission adopt an updated *Purchasing Manual* which is consistent with the current Town Code. **A draft of the updated *Purchasing Manual* is attached hereto for your review and consideration**.

• In the long term, we recommend that the procurement code be reviewed for consistency with current state law and Town practices.

• In the sixty (60) day timeframe provided by the OIG, we recommend that the Town Commission adopt and begin the process to codify an updated travel policy which is consistent with State law. **A draft *travel reimbursement policies and***

procedures ordinances **is attached hereto for your review and consideration**. We recommend as part of the Ordinance approval process, that all prior travel policies be repealed.

• We recommend that the any prior credit card or p-card policies be repealed and replaced by the policy set forth in the draft Purchasing Manual. **A draft of the *Purchasing Card Employee Agreement* is attached hereto for your review and consideration.**

• We recommend that a training schedule be implemented for staff and elected officials on the Purchasing Manual and Travel Policy on at least an annual basis and within forty-five (45) days of adoption of the new policies. **A *draft sign-in sheet and certificate of training completion* is attached hereto which will serve to provide confirmation of those that have completed the training.**

• We recommend that the Town Commission empower the Town Manager with the authority to unquestionably enforce the Town's internal controls as suggested by the OIG.

Since the OIG will conduct a follow-up review in sixty (60) days to determine what efforts the Town has made to address its observations and concerns, it is imperative that the Town Commission publicly consider and potentially adopt some form of the ordinance, policies and procedures detailed in the attachments in a timely manner.

The Interim Town Attorney's Office remains available to answer any questions and to assist the Town Commission in reviewing these important matters.

JGH:QEM
Attachments

{00582361.1 3399-0000000 }

THE TOWN OF PEMBROKE PARK

PRESENTS THE

Easter Egg Hunt

EGGSTRAVAGANZA

Saturday March 23

10:00a.m – 2:00 P.m

FREE ENTRY

Brought to you BY:

Mayor Mohammed

Vice Mayor Morrissette

Clerk Commissioner Hodgkins

Acting Clerk Commissioner Kashem

Commissioner Jacobs

EGG HUNT TIMES BY AGES:

3 AND UNDER - 10:30AM

4-6 YEARS - 11:00AM

7-9 YEARS - 11:30AM

10 & UP - 12:00

-4,000+ FILLED EGGS
-GAMES
-TAKE A PICTURE WITH THE EASTER BUNNY
BOUNCE HOUSES
MUSIC
FACE PAINTING

PRIZES FOR ALL AGES !!

GRAND PRIZES!

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Raymond P. Ogelsby Preserve
3115 SW 52nd Ave
Pembroke Park, FL 33023
FOR MORE INFO CALL
(954)966-4600