



AGENDA

WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, March 27, 2024

Commission Chambers

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They are requesting \$2,186

[Early Learning Match Letter](#)

[Early Learning statement](#)

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Direct staff to advertise building services contract or renew existing contract with Safebuilt

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[PD Investigation June 11 2023 complaint letter](#)

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17. COMMISSIONER COMMENTS

- 17.1. Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins

Vice Mayor Morrisette
Mayor Mohammed

18. ANNOUNCEMENTS

- 18.1. Farm Share Food Giveaway, Saturday, April 6th at 9:00 am until 12 noon at the Preserve Park
Regular Commission Meeting, Wednesday, April 10, 2024 at 7:00 PM
Special Magistrate Hearing, Wednesday, April 17, 2024 at 9:00 AM
Workshop Commission Meeting, Wednesday, April 24, 2024 at 6:00 PM

19. 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

AGENDA ITEM REPORT



To: Town Commission
Subject: Presentation - Life Rings around water areas in the Town
Meeting: 03 27 2024 DRAFT WORKSHOP COMMISSION MEETING - Mar 27 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Direction was given Dec 13, 2023 to install life rings around the water areas in Town being the Town is a half mile of lake.

FINANCIAL IMPACT:

First 10 are free additional fee(s) given at cost

POLICY IMPLICATIONS:

Create safer waterways throughout the Town

RECOMMENDATION:

Speaker - Sarah Perry

	Status:
Aleem Ghany, Public Services Director	Approved - Mar 21 2024
Marlen Martell, Town Clerk	Approved - Mar 21 2024

CAPITAL HILLS CONSULTANTS
Governmental & Political Consulting

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MEMORANDUM

DATE: March 21, 2024
TO: The Mayor, Vice Mayor and Commissioners
FROM: David K. Sigerson, Jr., Esq. for Capital Hills Consultants
And the Governmental Consulting Team
SUBJECT: End of Session Legislative - Update

This report is intended to update the Mayor, Commission and Senior Staff on the 2024 Legislative Session at its conclusion, providing information and updates on some major legislation of particular interest to the Town.

LEGISLATIVE BUDGET REQUEST:

2023-2024 Legislative Session Legislative Budget Request Project:

Town of Pembroke Park Hardening and Mitigation of Town Hall and Police Department – funded in the Final Budget (SB 5001) at \$562,000.

Most of the last three weeks of the Session were spent pursuing funding for this project during the Budget Conference process. These activities included from the beginning of the Legislative Session: Connie Vanassche preparing the House and Senate Member Budget Request forms, submitting them to our sponsors (Sen. Pizzo and Rep Woodson), then following up with additional information for the respective House and Senate sponsor's staff and visiting them at least once a week; Richard Coates visiting with the appropriate House and Senate budget chairs and leadership to seek support for our project; and myself communicating and coordinating with them and staying in touch with our sponsors and their respective staff members. During the Conference process we remained in constant contact with our sponsors and their staff and attended the Conference Committee meetings, which are called upon one hour notice.

As was previously reported our project did not get funded in the original Senate proposed budget, but was funded for \$281,000 in the original House proposed budget (half of our request), which was extremely important as it is the minimum amount under House Rules that is required for consideration by the Budget Conference Committee – it kept us in play for Budget Conference process.

2023 LEGISLATION

The following is a short list of bills that have been identified as being of particular interest to the Town. Section A contains the bills that passed and Section B contains some of the major bills that did not pass. A complete list of bills affecting municipalities that passed (a very long list) is forth coming.

Finally, if after reviewing this list of bills, you have questions or desire more information about one of more of the bills in this report or you would like information about a bill that is not in this report, please don't hesitate to contact me by phone (954 540-7252) email me at: sigersonatlaw@aol.com.

A. 2023 Legislation Affecting Municipalities – Of Special Interest to the Town that passed

HB 267: Residential Building Permits

GENERAL BILL by Esposito

Residential Building Permits; Requires governing bodies to create program to expedite process for issuing residential building permits; provides requirements for governing bodies & applicants; authorizes applicants to use private provider for certain reviews; authorizes governing body to issue temporary parcel identification numbers; revises provisions relating to acquiring building permits for residential dwellings; revises timeframes for approving or denying building permits; reduces permit fees; provides certain permits are valid indefinitely.

Effective Date: 7/1/2024

Last Action: 3/7/2024 Having passed the Senate and the House - **Ordered engrossed, then enrolled**

Senate Companion: SB 684 by Sen. DiCeglie, Compare

Last Action: 3/6/2024 S Laid on Table, refer to CS/CS/CS/HB 267

Also see: HB 665 by Rep. McClain, Compare

HB 267 SUMMARY EXPLANATION:

The Florida Building Code (Building Code) must be applied and enforced uniformly and consistently across the state. Local governments are required to enforce the Building Code and are responsible for issuing building permits. Current law provides standards and timeframes for local governments to follow for the issuance of building permits.

The bill:

- Requires the Florida Building Commission (Commission) to provide an exception relating to sealed drawings for replacement windows, doors, and garages for one-family and two-family homes.
- Requires the Commission to use the 2020 definition of "windborne debris region" for residential use.
- Requires a local government to:
 - o Determine if a building permit application is complete within 5 business days of receiving the application, previously set at 10 days.
 - o Determine if a building permit application is sufficient within 10 business days of receiving a completed application, previously set at 45 days.
 - o Approve, approve with conditions, or deny a complete and sufficient permit application within the following timeframes:
 - ♣ 30 business days for applicants using local government review, previously set at 120 days;
 - ♣ 15 business days for applicants using a private provider, previously set at 120 days; and

- ♣ 10 business days for applicants for a permit under an already-approved master plan permit, previously set at 120 days.
- ♣ 60 business days for applicants for a multifamily project; previously set at 120 days.
- o Review a completed application for sufficiency within 10 business days.
- o Provide an opportunity for a virtual meeting, instead of just an in-person meeting, before a second request for additional information may be made.
- Provides that a local government can request additional information from an applicant two times, unless the applicant agrees otherwise, previously set at three times.
- Provides an exception to the fee reduction provision when a delay is caused by the applicant or by a force majeure or other extraordinary circumstance.
- Provides that completing an internship program for residential building inspectors is a pathway for licensure as a residential building inspector.
- Reduces the time frame that a local government has to issue a building permit to a private provider who is a licensed engineer or architect who seals the affidavit, to 10 days after application, from 20 days.
- Provides that the Florida Building Commission must review certain standards for unvented attics before December 31, 2024, and that certain standards will be effective related to such attics on July 1, 2025.

extraordinary circumstance.

CS/CS/SB 328: Affordable Housing

GENERAL BILL by Fiscal Policy ; Community Affairs ; [Calatayud](#) ; (CO-INTRODUCERS) [Osgood](#) ; [Stewart](#)

Affordable Housing; Prohibiting counties and municipalities, respectively, from restricting the floor area ratio of certain proposed developments under certain circumstances; authorizing counties and municipalities, respectively, to restrict the height of proposed developments under certain circumstances; requiring counties and municipalities, respectively, to maintain a certain policy on their websites; 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, etc. APPROPRIATION: \$100,000,000

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. REVISED: BILL: CS/CS/SB 328
- 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.

Effective Date: Upon becoming a law

Last Action: 2/28/2024 Senate - Ordered enrolled

House Companion: CS/HB 1239 by State Affairs & Rep Lopez, V., Similar

Last Action: 2/27/2024 H Laid on Table, refer to CS/CS/SB 328

CS/CS/HB 1365: Unauthorized Public Camping and Public Sleeping

GENERAL BILL by Health & Human Services Committee ; Judiciary Committee ; Garrison ; (CO-INTRODUCERS) Amesty ; Andrade ; Barnaby ; Basabe ; Borrero ; Buchanan ; Chamberlin ; Chaney ; Fabricio ; Giallombardo ; Jacques ; Leek ; Mooney ; Rizo ; Roth ; Rudman ; Salzman ; Snyder ; Steele ; Tramont ; Truenow ; Yeager

Unauthorized Public Camping and Public Sleeping; Prohibits counties & municipalities from authorizing or otherwise allowing public camping or sleeping on public property without certification of designated public property by DCF; authorizes counties to designate public property for such uses for specified time period; requires counties to establish specified standards & procedures relating to such property; authorizes DCF to inspect such property & to issue notice; provides exception during specified emergencies.

Effective Date: 10/1/2024

Last Action: 3/20/2024 - Chapter No. [2024-11](#)

COMMENT: The bill contains a controversial provision creating a cause of action for residents or business owners within a jurisdiction or the Attorney General to seek injunctive relief against a county or municipality that authorizes *or otherwise allows* public camping or sleeping without designating public property for that purpose under requirements of the bill. It was argued (by Sen Pizzo) that this provision would subject local governments to numerous lawsuits for minor or short duration instances of homeless persons sleeping in a public place.

HB 5001: General Appropriations Act

GENERAL BILL by Appropriations Committee ; Leek ; (CO-INTRODUCERS) Fabricio

General Appropriations Act; Provides moneys for annual period beginning July 1, 2024, & ending June 30, 2025, & supplemental appropriations for period ending June 30, 2024, to pay salaries & other expenses, capital outlay—buildings & other improvements, & for other specified purposes of various agencies of state government. APPROPRIATION: \$117,463,274,374

Effective Date: Except as otherwise provided herein, this act shall take effect July 1, 2024, or upon becoming law, whichever occurs later; however, if this act becomes law after July 1, 2024, then it shall operate retroactively to July 1, 2024.
Last Action: 3/8/2024 House - Ordered enrolled

Senate Companion: SB 2500 by Appropriations Committee; Compare
Last Action: Senate – 2/8/2024 Laid on Table, refer to HB 5001

Comment: The final Conference Report contained the Pembroke Park Legislative Budget Request at full funding for \$562,000. A Summary of the Budget is forthcoming.

CS/HJR 7017: Annual Adjustment to Homestead Exemption Value

JOINT RESOLUTION by State Affairs Committee; Ways & Means Committee; Buchanan

Annual Adjustment to Homestead Exemption Value; Proposes amendment to State Constitution to require an annual adjustment for inflation to the value of current or future homestead exemptions that apply solely to levies other than school district levies & for which every person who has legal or equitable title to real estate and maintains thereon the permanent residence of the owner, or another person legally or naturally dependent upon the owner is eligible.

Last Action: 3/6/2024 Having passed the House & Senate – The bill was ordered enrolled.

Senate Companion: None was filed

House Linked Bill: HB 7019 by State Affairs Committee – Implementing legislation that also directs the legislature to appropriate funds to offset reductions in ad valorem revenue due to the inflation adjustment provision of HJR 7017 (if adopted by vote of the electorate) to the fiscally constrained counties.

CS/HB 7073: Taxation

GENERAL BILL by Appropriations Committee ; Ways & Means Committee ; McClain ; (CO-INTRODUCERS) Botana ; Fabricio ; Mooney ; Roth ; Tramont ; Truenow

Taxation; Providing that a taxpayer has a right to know certain information regarding property determined not to have been entitled to a homestead exemption; requiring that the owner be given a specified timeframe to pay certain taxes, penalties, and interest prior to a lien being filed; providing that such lien is subject to certain provisions; prohibiting the taxpayer from being assessed certain penalties or interest under certain circumstances; providing that back taxes apply only under certain circumstances, etc. APPROPRIATION: \$608,604

The bill provides for the following tax-related provisions designed to benefit both families and businesses.

For sales taxes, the bill:

- Creates a 14-day “back-to-school” tax holiday, in July and August 2024, for certain clothing, school supplies, learning aids and puzzles, and personal computers; two 14-day “disaster preparedness” holidays in June and parts of August and September of 2024 for specified disaster preparedness supplies for families and their pets; a “Freedom Month” tax holiday for July 2024 for specified recreational items and activities; and a seven-day “Tool Time” tax holiday in September for tools and equipment needed in skilled trades;
- Decreases the business rent tax rate to 1.25 percent for one year;
- Expands the ability for a leasing company to pay tax up front on the purchase of a motor vehicle, instead of collecting and remitting tax on the subsequent long-term lease or rental of the vehicle;
- Requires all new local discretionary sales surtax ordinances to be approved by referendum at least once every 10 years; and
- Allows Duval County to levy an indigent care sales surtax if approved by voters.

For corporate income tax, the bill:

- Adopts the Internal Revenue Code in effect on January 1, 2024, to conform with federal provisions; and
- Creates a corporate income tax credit for businesses that hire persons with disabilities. For property taxes, the bill:
- Expands the ad valorem tax benefits for renewable energy source devices to include facilities used to capture and convert biogas to renewable natural gas; and
- Clarifies that for tangible personal property constructed by an electric utility, construction work in progress is not deemed substantially completed unless all permits/approvals required for commercial operation have been received or approved.

The bill also limits all new tourist development taxes (TDTs) to 6 years, requires existing TDTs to be approved by voters by July 1, 2029, to continue (with exceptions), allows certain counties designated as an area of critical state concern to use specified local tax surpluses to provide affordable housing for workers; provides automatic filing extensions for sales tax dealers and corporate income taxpayers in certain emergencies; increases the annual cap of the Strong Families Tax Credit Program to \$40 million; limits documentary stamp tax assessments for reverse mortgages; increases the percentage of revenue collected from the Sales Tax Collection Enforcement Diversion Program that goes to the James Patrick Memorial Work Incentive Personal Attendant Services and Employment Assistance (JP-PAS) Program; distributes \$27.5 million for two additional fiscal years to promote the breeding and racing of horses in Florida; creates an insurance premium deduction for certain homestead property owners and creates a corresponding insurance premium tax credit for certain insurers; and makes technical and clarifying updates.

The total state and local government impact of the bill in Fiscal Year 2024-25 is -\$619.6 million (-\$31.9 million recurring).

Effective Date: 7/1/2024, except as otherwise provided

Last Action: 3/8/2024 House - **Ordered engrossed, then enrolled**

COMMENT: This is the House and Senate agreed upon tax package.

B. Some Major Bills That Did Not Pass

SB 104: Municipal Water and Sewer Utility Rates

GENERAL BILL by [Jones](#)

Municipal Water and Sewer Utility Rates; Requiring a municipality to charge customers receiving its utility services in another municipality the same rates, fees, and charges as it charges consumers within its municipal boundaries if the municipality receiving the utility services extraterritorially has a (water or wastewater) “facility” within its boundaries.

Comment: The bill eliminates the 25% extra-territorial utilities surcharge currently permitted by law. However, the bill was amended to define “facility” to exclude “pipes, tanks, pumps or other facilities that transport ...” water to the consumer.

Effective Date: 7/1/2024

Last Action: 3/8/2024 Senate - **Died in Rules**

House Companion: HB 47 by Rep Robinson, Similar

Last Action: 3/8/2024 House - **Died on Second Reading Calendar**

Also See HB 777 by Rep. Brackett, Compare

Last Action: 3/8/2024 House - **Died in Local Administration, Federal Affairs & Special Districts Subcommittee**

CS/SB 472: Sovereign Immunity

GENERAL BILL by [Brodeur](#)

Sovereign Immunity; Increasing the statutory limits on liability (waiver of sovereign immunity) for tort claims against the state and its agencies and subdivisions (from \$200k/\$300k to \$400k/\$600k) prohibiting an insurance policy from conditioning payment of benefits on the enactment of a claim bill; specifying that the limitations in effect on the date a final judgment is entered apply to that claim; indexing limitation of liability amounts to the Consumer Price Index beginning July 1, 2025, etc.

The CS adds numerous provisions including one that permits a local government to settle a claim for an amount greater than the (waiver of) sovereign immunity cap, and without regard to insurance coverage limits, without further state action.

Effective Date: 7/1/2024

Last Action: 3/8/2024 Senate - **Died on Calendar**

House Companion: CS/CS/HB 569 by Rep. McFarland, Similar:

Last Action; 3/8/2024 House - **Died in Judiciary Committee**

DISCUSSION: The main difference now between the House and Senate bills, is that CS/CS/HB 569 was amended in the House Appropriations Committee to eliminate the CPI escalator provision.

CS/HB 609: Local Business Taxes

GENERAL BILL by Botana

Local Business Taxes; Repeals chapter 205, F .S., relating to local business taxes.

Effective Date: 7/1/2024

Last Action: 3/8/2024 House - **Died on Second Reading Calendar**

Senate Companion: SB 1144 by Sen. DiCeglie, Compare

Last Action: 3/8/2024 Senate – **Died in Community Affairs**

DISCUSSION: The Committee Substitute (CS) eliminated the repeal of chapter 205, F.S. (which would have had the effect of abolishing the local business tax) and instead caps local business tax revenue based upon the amount of revenue that the local government received in fiscal year 2023-24. If the bill had passed, a local government that received more in local business tax revenue than it did in FY 2023-24, would have had to proportionally reduce its tax rates and would have had to issue refunds or credits to taxpayers. The CS provided guidance on how those refunds/credits must be calculated and when they must occur.

In addition, local governments would have had to include an affidavit attesting to its compliance with the rate reduction and refund provisions of the statute in their annual financial audit submitted to the Auditor General.

The Senate companion bill, SB 1144 was never heard in a Senate committee and, as a result, the HB was not placed on a Special Order Calendar to be taken up by the full House.

HB 791: Development Permits and Orders

GENERAL BILL by Overdorf ; Esposito

Development Permits and Orders; Requires counties & municipalities to meet specified requirements regarding minimum information necessary for certain zoning applications; revises timeframes for processing applications for approvals of development permits or development orders; provides refund parameters in situations where county or municipality fails to meet certain timeframes; defines term "substantive change."

Effective Date: 10/1/2024

Last Action: 3/8/2024 House - **Died on Second Reading Calendar**

Senate Companion: SB 1150 by Sen. Perry, Similar

Last Action: 3/8/2024 Senate – **Died in Judiciary**

DISCUSSION: The bill revises procedures for counties and municipalities to issue development permits and orders by requiring counties and municipalities to:

- Specify in writing the minimum information that must be submitted in certain development applications;
- Confirm receipt of an application within five business days; and
- Issue a refund of application fees if certain deadlines are not met.

HJR 7015: Homestead Exemption Increase

JOINT RESOLUTION by Ways & Means Committee ; Buchanan

Homestead Exemption Increase; Proposes amendment to State Constitution to increase the maximum amount of the homestead exemption for all levies other than school district levies from maximum amount of \$25,000 to maximum amount of \$50,000 for homestead properties with assessed value greater than \$50,000.

Last Action: 3/8/2024 House – **Died in State Affairs Committee**

Senate Companion: None filed

EXPLANATION/DISCUSSION: Despite the wording of the Legislative Bill Summary, the proposed constitutional amendment would have had the effect of raising the homestead exemption to \$75,000 (exclusive of school tax levy) for residential properties with an Assessed/SOH value of \$100,000 or more. If it had passed, the proposed amendment would have had to receive 60% of the vote in the November 2024 General Election.

Note that HJR 7015 did not have a Senate companion bill (SJR).

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



To: Mayor & Town Commissioners
Town of Pembroke Park

Thru: Aleem Ghany, Interim Town Manager

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

Date: March 18, 2024

Subject: Live Local Act
Possible Amendments to the Town Land Development Code

REQUEST: The Interim Town Manager requested the Town Planner to obtain ordinances from surrounding municipalities amending their Land Development Codes to address the Live Local Act and recommend possible amendments to the Town's Land Development Code.

BACKGROUND

In 2023, the Florida Legislature created the Live Local Act in an effort to address the state-wide housing affordability crisis. The Act preempts county and municipality Land Development Codes for certain affordable housing projects in zoning districts for commercial, mixed use and industrial. The Town Attorney has previously provided extensive information concerning the Live Local Act and its impact on the Town. Below is a brief synopsis. If a development meets a certain affordability threshold (40% of the project deemed affordable for 30 years) the Act:

- Allows residential development in commercial, mixed-use and industrial zoning district.
- Allows a density at the highest allowed density within the Town.
- Allows the maximum height based on the highest allowed for commercial or residential developments (or the highest within 1 mile of the site no matter the jurisdiction).
- Allows the project to be administratively approved.
- Requires the Town to maintain a list of Town owned property and identify properties which may be used for affordable housing.

In February of 2024, the Florida Legislature passed amendments to the Live Local Act. These amendments are awaiting signature from the Governor. If signed the amendments:

- Clarify that density bonuses are not part of "highest allowed" density.
- Clarify allowed height when adjacent to single family homes on at least two sides.
- Require parking reduction when within ½ mile of a major transportation hub.
- Define major transportation hub.
- Not prevent a municipality from granting density and height bonuses.
- Allow a developer who files their application for development prior to July 1, 2024, to choose between either version (2023 or 2024) of the Live Local Act.

The consultant Town Planner was able to obtain Land Development Code Amendment Ordinances from the following municipalities, Dania Beach, Coral Springs, Coconut Creek, Weston and Bal Harbour. In review of the ordinances, the code amendments appear to

acknowledge the preemption by the Live Local Act, define certain terms within the Live Local Act, establish the process for administrative review and define/create regulations not preempted by the Live Local Act. Similar code amendments can be considered by the Town Commission to address the impacts of the Live Local Act.

Prior to the enactment of the Live Local Act, Broward County created an incentive program for affordable housing. The program utilizes an affordable housing density bonus provision through the county's flex/redevelopment unit program. The program also allows a "buy-out" provision of the affordable units which proceeds are shared 50-50 between the county and municipality as long as an affordable housing trust fund program is created by the municipality. Although the Town of Pembroke Park is not required adopt the affordable housing density bonus program due to population size, the Town may consider adopting the provisions while addressing the Live Local Act. A copy of the affordable housing density bonus program is included for reference.

RECOMMENDED ACTION

If the Town Commission is inclined to amend the land development code, the Consultant Town Planner recommends the code amendment address the following:

- Acknowledge and Codify the Live Local Act by reference.
- Clarify and define the Town's Administrative Review process.
- Define major transportation hub.
- Require proportional scale between market rate and affordable units, if applicable.
- Adopt the list of Town owned properties as required by statute.

Additional considerations the Town Commission may wish to consider include:

- Reduce the permitted density within the MXE district.
- Amend the Town's Minimum Floor Area requirements for consistency.
- Amend the Town's height requirements Town-wide.
- Codify the county affordable housing bonus process (Geller Amendment) which includes creation of an affordable housing trust fund.

ATTACHMENTS

Copy of Live Local Act

Copy of 2024 Amendments to Act

Code Amendment Ordinances from:

- City of Dania Beach
- City of Coconut Creek
- City of Coral Springs
- City of Weston
- Village of Bal Harbour

Inventory of Town Land meeting the requirements of the Live Local Act

Broward County Affordable Housing Bonus

Select Year: 2023 ▾ Go

The 2023 Florida Statutes (including Special Session C)

[Title XII](#)
MUNICIPALITIES

[Chapter 166](#)
MUNICIPALITIES

[View Entire Chapter](#)

166.04151 Affordable housing.—

(1) Notwithstanding any other provision of law, a municipality may adopt and maintain in effect any law, ordinance, rule, or other measure that is adopted for the purpose of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing or linkage fee ordinances.

(2) An inclusionary housing ordinance may require a developer to provide a specified number or percentage of affordable housing units to be included in a development or allow a developer to contribute to a housing fund or other alternatives in lieu of building the affordable housing units.

(3) An affordable housing linkage fee ordinance may require the payment of a flat or percentage-based fee, whether calculated on the basis of the number of approved dwelling units, the amount of approved square footage, or otherwise.

(4) In exchange for a developer fulfilling the requirements of subsection (2) or, for residential or mixed-use residential development, the requirements of subsection (3), a municipality must provide incentives to fully offset all costs to the developer of its affordable housing contribution or linkage fee. Such incentives may include, but are not limited to:

(a) Allowing the developer density or intensity bonus incentives or more floor space than allowed under the current or proposed future land use designation or zoning;

(b) Reducing or waiving fees, such as impact fees or water and sewer charges; or

(c) Granting other incentives.

¹(5) Subsection (4) does not apply in an area of critical state concern, as designated by s. [380.0552](#) or chapter 28-36, Florida Administrative Code.

¹(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. [420.0004](#), including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

¹(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, for a period of at least 30 years, 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 allowed density on any land in the municipality where residential development is allowed.

(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 development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(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, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within 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.

(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.

(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.

(h) This subsection does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

History.—s. 15, ch. 2001-252; s. 9, ch. 2019-165; s. 6, ch. 2020-27; s. 2, ch. 2022-176; s. 5, ch. 2023-17.

¹**Note.**—Section 43, ch. 2023-17, provides:

“(1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

“(2) This section expires July 1, 2026.”

Select Year: 2023 ▾ Go

The 2023 Florida Statutes (including Special Session C)

[Title XII](#)
MUNICIPALITIES

[Chapter 166](#)
MUNICIPALITIES

[View Entire Chapter](#)

¹**166.0451** **Disposition of municipal property for affordable housing.—**

(1) By October 1, 2023, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title which is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such property. Each municipality shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, sold with a restriction that requires the development of the property as permanent affordable housing, or donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the municipality or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term “affordable” has the same meaning as in s. 420.0004(3).

(3) Municipalities are encouraged to adopt best practices for surplus land programs, including, but not limited to:

- (a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;
- (b) Making the process for requesting surplus lands publicly available; and
- (c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

History.—s. 4, ch. 2006-69; s. 7, ch. 2023-17.

¹**Note.**—Section 43, ch. 2023-17, provides:

“(1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

“(2) This section expires July 1, 2026.”

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1 A bill to be entitled
2 An act relating to affordable housing; amending ss.
3 125.01055 and 166.04151, F.S.; clarifying application;
4 prohibiting counties and municipalities, respectively,
5 from restricting the floor area ratio of certain
6 proposed developments under certain circumstances;
7 providing that the density, floor area ratio, or
8 height of certain developments, bonuses, variances, or
9 other special exceptions are not included in the
10 calculation of the currently allowed density, floor
11 area ratio, or height by counties and municipalities,
12 respectively; authorizing counties and municipalities,
13 respectively, to restrict the height of proposed
14 developments under certain circumstances; prohibiting
15 the administrative approval by counties and
16 municipalities, respectively, of a proposed
17 development within a specified proximity to a military
18 installation; requiring counties and municipalities,
19 respectively, to maintain a certain policy on their
20 websites; requiring counties and municipalities,
21 respectively, to consider reducing parking
22 requirements under certain circumstances; requiring
23 counties and municipalities, respectively, to reduce
24 or eliminate parking requirements for certain proposed
25 mixed-use developments that meet certain requirements;
26 providing certain requirements for developments
27 located within a transit-oriented development or area;
28 defining the term "major transportation hub"; making
29 technical changes; providing requirements for

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

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30 developments authorized located within a transit-
31 oriented development or area; clarifying that a county
32 or municipality, respectively, is not precluded from
33 granting additional exceptions; clarifying that a
34 proposed development is not precluded from receiving a
35 bonus for density, height, or floor area ratio if
36 specified conditions are satisfied; requiring that
37 such bonuses be administratively approved by counties
38 and municipalities, respectively; revising
39 applicability; authorizing that specified developments
40 be treated as a conforming use under certain
41 circumstances; authorizing that specified developments
42 be treated as a nonconforming use under certain
43 circumstances; authorizing applicants for certain
44 proposed developments to notify a county or
45 municipality, as applicable, of their intent to
46 proceed under certain provisions; requiring counties
47 and municipalities to allow certain applicants to
48 submit a revised application, written request, or
49 notice of intent; amending s. 196.1978, F.S.; revising
50 the definition of the term "newly constructed";
51 revising conditions for when multifamily projects are
52 considered property used for a charitable purpose and
53 are eligible to receive an ad valorem property tax
54 exemption; making technical changes; requiring
55 property appraisers to make certain exemptions from ad
56 valorem property taxes; providing the method for
57 determining the value of a unit for certain purposes;
58 requiring property appraisers to review certain

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59 applications and make certain determinations;
60 authorizing property appraisers to request and review
61 additional information; authorizing property
62 appraisers to grant exemptions only under certain
63 conditions; revising requirements for property owners
64 seeking a certification notice from the Florida
65 Housing Finance Corporation; providing that a certain
66 determination by the corporation does not constitute
67 an exemption; revising eligibility; conforming
68 provisions to changes made by the act; amending s.
69 196.1979, F.S.; revising the value to which a certain
70 ad valorem property tax exemption applies; revising a
71 condition of eligibility for vacant residential units
72 to qualify for a certain ad valorem property tax
73 exemption; making technical changes; revising the
74 deadline for an application for exemption; revising
75 deadlines by which boards and governing bodies must
76 deliver to or notify the Department of Revenue of the
77 adoption, repeal, or expiration of certain ordinances;
78 requiring property appraisers to review certain
79 applications and make certain determinations;
80 authorizing property appraisers to request and review
81 additional information; authorizing property
82 appraisers to grant exemptions only under certain
83 conditions; providing the method for determining the
84 value of a unit for certain purposes; providing for
85 retroactive application; amending s. 333.03, F.S.;
86 excluding certain proposed developments from specified
87 airport zoning provisions; amending s. 420.507, F.S.;

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

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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 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 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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204 mix of other transportation options.

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

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

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

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

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

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

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

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

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

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

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

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

259 166.04151 Affordable housing.—

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

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

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

285 (c) A municipality may not restrict the floor area ratio of
286 a proposed development authorized under this subsection below
287 150 percent of the highest currently allowed floor area ratio on
288 any land in the municipality where development is allowed under
289 the municipality's land development regulations. For purposes of
290 this paragraph, the term "highest currently allowed floor area

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

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

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

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320 include properties separated by a public road.

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

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

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

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

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349 other multimodal design features.

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

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

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

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

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

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378 by the municipality and the applicant for the development.

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

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

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

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

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

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

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

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

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

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

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

429 196.1978 Affordable housing property exemption.—

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

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

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

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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 (1) ~~(m)~~, whichever is less.

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

472 (d)1. The property appraiser shall exempt:

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

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

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

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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 (1) ~~(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

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523 applicant restricting the property for a period of not less than
524 3 years to housing persons or families who meet the income
525 limitations under this subsection.

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

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

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

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

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

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

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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~~ 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

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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

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610 section.

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

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

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

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

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

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

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639 The board of county commissioners or the governing body of the
640 municipality shall deliver a copy of an ordinance adopted under
641 this section to the department and the property appraiser within
642 10 days after its adoption, but no later than January 1 of the
643 year such exemption will take effect. If the ordinance expires
644 or is repealed, the board of county commissioners or the
645 governing body of the municipality must notify the department
646 and the property appraiser within 10 days after its expiration
647 or repeal, but no later than January 1 of the year the repeal or
648 expiration of such exemption will take effect.

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

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

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

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

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

669 333.03 Requirement to adopt airport zoning regulations.—

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

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

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

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

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

687 420.507 Powers of the corporation.—The corporation shall
688 have all the powers necessary or convenient to carry out and
689 effectuate the purposes and provisions of this part, including
690 the following powers which are in addition to all other powers
691 granted by other provisions of this part:

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

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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

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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

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755 actions:

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

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

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

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

783 Section 11. For the 2024-2025 fiscal year, from the funds

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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.

ORDINANCE NO. 2024-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 "LAND DEVELOPMENT CODE"; PART 2, "SITE DEVELOPMENT REGULATIONS"; ARTICLE 205, TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS"; TO CREATE SECTIONS 205-11 THROUGH 205-16, TO IMPLEMENT THE CITY'S LIVE LOCAL DEVELOPMENT STANDARDS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES, UNDER THE LIVE LOCAL ACT; AMENDING ARTICLE 200. – "USER GUIDE FOR PART 2 OF THE CODE", TO CREATE SECTION 200-60 ENTITLED "SITE PLAN REVIEW PROCEDURES FOR APPLICATIONS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES," TO PROVIDE FOR DEVELOPMENT REGULATIONS AND ADMINISTRATIVE REVIEW OF CERTAIN AFFORDABLE HOUSING PROJECTS PURSUANT TO STATE LAW; AND CREATING SECTION 200-61 ENTITLED "IMPLEMENTATION PROCEDURES FOR SITE PLANS UTILIZING "THE LIVE LOCAL ACT"; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida adopted Chapter 2023-17, Laws of Florida, effective July 1, 2023, known as the Live Local Act (the "Act"), which among other thing is designed to streamline and incentivize affordable housing within the State of Florida; and

WHEREAS, the Act preempts certain use, density, and height regulations and imposes various obligations, including the requirement for a municipality to permit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least forty percent (40%) of the residential units are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and

WHEREAS, the benefits afforded by the Act are only available to developments that provide certain threshold levels of affordable multi-family housing, which housing units are further required to remain affordable for at least thirty (30) years, but the Act is silent on issues related to compliance reporting, monitoring, and enforcement of the mandatory affordability requirements applicable to these developments; and

WHEREAS, the City Commission has determined that it is appropriate and in the public interest to provide that projects proposed under the Act on commercial or industrial zoned properties are subject to the development regulations provided in this ordinance; and

WHEREAS, the City of Dania Beach contains more than twenty percent (20%) of the land area within its jurisdiction for commercial or industrial use, and as such the City does not qualify for the provision in the Act that would require a Live Local multi-family development pursuant to the Act would be developed as a mixed-use residential development; and

WHEREAS, the City is committed to providing a sustainable community for its residents and future generations, and ensuring an adequate tax base to support public services is an essential component of developing and maintaining such a sustainable community; and

WHEREAS, the City Commission has determined thirty-five percent (35%) of the total square footage of a project proposed under the Act as a non-residential component is both meaningful and appropriate in order to support required services and maintain residential affordability for City residents; and

WHEREAS, the Act requires that an affordable housing project proposed under the Act must be administratively approved, without further action by the governing body, if the development satisfies the City's Land Development Regulations and is consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable densities, height, and land use (which are established in, and preempted by, the Act), and complies with all other applicable requirements of state and local law; and

WHEREAS, the Act provides that the City must consider the possibility of reducing parking requirements for projects developed under the Act if the project is located within one-half mile of a major transit stop, as defined in the City's Land Development Code, if the major transit stop is accessible from the development. The City does not currently have a definition of major transit stop and wishes to adopt one and provide related parking incentives; and

WHEREAS, the City Commission supports affordable housing and finds it necessary to revise the City Code in order to establish equitable regulations for the development of mixed-income mixed-use residential developments in order to implement the provisions of the Act; and

WHEREAS, the City is adopting the regulations contained within this ordinance to provide for implementation of the Act, which was effective as of July 1, 2023, and has determined it is appropriate for all for projects under the Act to be processed in accordance with the regulations contained within this ordinance, and to apply these regulations to any application or submission for an application under the Act; and

WHEREAS, pursuant to the pending ordinance doctrine, set forth in *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the pending ordinance doctrine concerning the zoning and Land Development Regulations governing the development of affordable housing projects proposed on properties located in the following commercial, residential and mixed use districts: South Federal Highway Mixed-Use (SFED-MU), Gateway Mixed-Use (GTWY-MU), East Dania Beach Boulevard Mixed-Use (EDBB-MU), Planned Mixed-Use Development (PMUD), Planned Small Lot Mixed-Use Development (PMUD-SL), General Commercial District (C-4), General Industrial (IG), Restricted Industrial (IR), Industrial-Research-Office (IRO), Industrial-Research-Office-Marine (IROM), Industrial-Research-Office-Marine Airport Approach (IROM-AA), and Industrial-Research-Office-Commercial (IROC); and

WHEREAS, on October 24, 2023, the City adopted Resolution No. 23-136 relating to zoning in process, and working under the zoning in progress principals consistent with the pending ordinance doctrine, the City administration has developed this ordinance and all property owners and developers should be aware that provisions of this pending ordinance not yet adopted by the City Commission may be applied to any proposed development applications and any development applications may be delayed until the adoption and effectiveness of this ordinance; thus, property owners and developers should not rely on existing Land Development Regulations in making investment and development-related decisions; and

WHEREAS, the City Commission finds and determines that updating the City's Code of Ordinances to implement the Live Local Act is in the best interest of the residents of Dania Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Ordinance by this reference.

Section 2. That Chapter 28 entitled the "Land Development Code", Part 2, "Site Development Regulations", at Article 205, "Tabular Summary Of Site Development Standards For All Zoning Districts", is amended as follows:

* * *

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 2, "SITE DEVELOPMENT REGULATIONS"

Article 205 Tabular Summary of Site Development Standards for all Zoning Districts.

* * *

Sec. 205-11. Mixed Use or Multifamily Developments Pursuant To Section 166.04151(7), Florida Statutes, Under The Live Local Act.

(a) Intent and Purpose.

The purpose of this section is to establish procedures and regulations for the development of multifamily or mixed use affordable housing developments pursuant to the provisions of Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, Laws of Florida, the "Live Local Act" (the "Act"), which development involves at least forty percent (40%) of units which must qualify as affordable housing units, as defined in Section 420.0004, Florida Statutes, to accomplish the following purposes:

- (1) Protect and promote the public health, safety, and general welfare of the residents of the City;
- (2) Facilitate the orderly and efficient development of affordable multi-family housing in the City pursuant to the Act;
- (3) Specify the City zoning districts to which this section is applicable and within which Live Local developments proposed pursuant to the Act are authorized and may be approved administratively pursuant to the Act;
- (4) Confirm the Land Development Regulations applicable to proposed Live Local developments under the Act, including acknowledgment of the statutory mandates regarding use, height, and density;
- (5) Provide the minimum non-residential floor area for Live Local developments proposed under the Act in order to ensure a meaningful mixed-use development to support community sustainability and to reduce vehicle trips and vehicle miles traveled, whereby a mixed-use project must provide a minimum of 40 percent commercial, on a single floor; and
- (6) Establish an administrative approval process for Live Local developments under the Act.
- (7) Multi-family Live Local projects must contain at least 65 percent multifamily, with 40 percent Live Local as affordable housing.

(b) Applicability.

Applications for a Live Local development pursuant to this section must be deemed complete prior to October 1, 2033. No applications for Live Local developments shall be accepted after October 1, 2033 unless the legislature extends or reenacts Section 166.04151(7), Florida Statutes, and the City Commission extends these deadlines accordingly.

(c) Definitions.

Major transit stop shall mean a stop with at least 150 square feet of overhead shelter for commuter rail service or at least three bus rapid transit routes. For the purpose of this definition, commuter rail service and bus rapid transit routes provide average scheduled morning (7:00 A.M. to 9:00 A.M.) and evening (4:00 P.M. to 6:00 P.M.) peak hour service intervals of 30 minutes or less.

Unified control means all land included for purpose of development within a Planned Unit Development (PUD) district shall be under the control of the applicant (an individual, partnership, or corporation, or group of individuals, partnerships, or corporations). The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area, which shall be approved by the City Attorney. Upon application for rezoning, the applicant shall agree as follows:

- (1) To proceed with the Live Local development according to the provisions of this division and the affordability requirements as established by state law and recorded covenant;
- (2) To provide agreements, contracts, covenants, deed restrictions, and sureties acceptable to the City for completion of the development according to the plans approved at the time of site plan approval and for continuing operations and maintenance of such areas, functions, and facilities, which are not proposed to be provided, operated, or maintained at public expense; and
- (3) To bind their successors in title to any commitments made under the above. All agreements and evidence of unified control shall be reviewed by the City Attorney and no site plan for a development shall be approved without verification by the City Attorney that such agreements and evidence of unified control meet the requirements of this section.

(d) Zoning Districts permitting Live Local developments.

Based on the requirements of Florida law, Live Local developments shall be permitted in the following zoning districts:

- (A) South Federal Highway Mixed-Use (SFED-MU),
- (B) Gateway Mixed-Use (GTWY-MU),

- (C) East Dania Beach Boulevard Mixed-Use (EDBB-MU),
- (D) Planned Mixed-Use Development (PMUD),
- (E) Planned Small Lot Mixed-Use Development (PMUD-SL),
- (F) General Commercial District (C-4),
- (G) General Industrial (IG),
- (H) Restricted Industrial (IR),
- (I) Industrial-Research-Office (IRO),
- (J) Industrial-Research-Office-Marine (IROM),
- (K) Industrial-Research-Office-Marine Airport Approach (IROM-AA), and
- (L) Industrial-Research-Office-Commercial (IROC)

(e) Applicable development regulations.

(1) Unified lot. All land included for purposes of a Live Local development, including all residential and non-residential components shall be under unified control.

(2) Required residential use.

a. Equivalency of affordable dwelling units.

- 1. Affordable dwelling units and market rate units shall be located within the same structure or shall be proportionately distributed between multiple structures, if such are proposed, such that every development structure contains both (at least 40%) and market rate units in equal proportions; in no event shall a Live Local development structure consist entirely of market rate units.
- 2. All common areas and amenities within a Live Local development shall be accessible and available to all residents (both affordable and market rate units).
- 3. Access to the required affordable dwelling units shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development, provided that for townhouse-style affordable dwelling units, each unit shall have its own entrance.
- 4. The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the sizes and number of bedrooms in the market rate units (e.g., for number of bedrooms, if twenty-five percent (25%) of the market rate units

consist of two (2) bedrooms, then twenty-five percent (25%) of the affordable units shall also have two (2) bedrooms, etc., maintaining a proportional distribution across unit types and within each structure).

5. Affordable dwelling units shall be developed simultaneously with, or prior to, the development of the market rate units.
6. If the development is phased, the phasing plan shall provide for the construction of affordable units proportionately and concurrently with the market rate units.
7. The exterior appearance of affordable units shall be the same as the market rate units and shall provide exterior building materials and finishings of the same type and quality.
8. The interior building materials and finishes of the affordable units shall be the same type and quality as the market rate units, including but not limited to all electrical and plumbing fixtures, flooring, cabinetry, counter tops, and decorative finishes.

b. Affordability commitment.

1. Pursuant to Section 166.04151(7), Florida Statutes, at least forty percent (40%) of the multi-family residential units shall remain affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years. The property owner shall execute and deliver to the City for recordation in the public records, on a form approved by the City Attorney, a covenant, declaration of restriction, or other deed restriction in favor of the City ensuring compliance with this affordability requirement.
2. Any violation of the affordability requirement shall result in a monetary penalty to be deposited into the general fund. Such monetary penalty shall be assessed as a daily fine of two hundred fifty dollars (\$250.00) per day per violation until proof of compliance has been provided to the City. The monetary penalty shall not be subject to mitigation or otherwise modified by any board, including but not limited to the Code Enforcement Special Magistrate. This provision is in addition to any other enforcement action pursuant to code or agreement.

(3) Allocation of shared space in Multifamily Live Local Projects.

- a. Lobby, service areas, and amenity areas exclusively serving the residential uses of a Live Local development shall be considered residential square footage use.
- b. Common ground floor lobby, service areas, and amenity areas within a structure housing both residential and non-residential uses shall be

proportionately allocated to the residential and non-residential square footage requirements.

(4) Site Design.

a. Live Local developments located on land zoned commercial or mixed use must locate all development, residential and non-residential uses on the same (or unified) plot.

b. Live Local developments located on land zoned industrial must locate all nonresidential uses in a structure separate from any residential uses. Structures used for industrial purposes need to be buffered and setback from the residential structures in the same manner, applying setbacks, landscape buffers, and other applicable regulations as if the residential structures were on a separate site, to ensure compatibility between residential and industrial uses.

(5) Development standards.

a. The following standards are applicable to all Live Local developments regardless of the zoning district they are located in:

1. Maximum density and height

(i) With respect to the residential component of a Live Local development, the maximum density shall be the highest allowed density on any land in the City where residential development is allowed by right, without incorporation of any bonus (incentive) density.

(ii) The maximum height shall be the highest currently allowed for a commercial or residential development within the City and within one (1) mile of the proposed development, or three (3) stories, whichever is higher.

2. Minimum air-conditioned dwelling unit size consistent with Section 230-40 of the Land Development Code:

(i) Efficiency: Five hundred (500) square feet;

(ii) One (1) bedroom: Seven hundred and fifty (750) square feet;

(iii) Two (2) bedrooms: nine hundred (900) square feet;

(iv) Three (3) or more bedrooms: One thousand one hundred fifty (1,150) square feet for the first three (3) bedrooms, plus one hundred fifty (150) square feet for each additional bedroom/den.

3. All other applicable land development code development standards shall apply unless specifically regulated in this section.

Sec. 205-12 Development Regulations. Qualifying development shall comply with the development regulations provided in the following development regulation table.

(a) Properties zoned South Federal Highway Mixed-Use, Gateway Mixed-Use, or East Dania Beach Boulevard Mixed-Use are to following the development regulations identified for each zoning district provided in Article 300.

(b) Properties zoned Planned Mixed-Use Development, Planned Mixed Use Development – Small Lot, General Commercial, General Industrial, Industrial Restricted, Industrial Research Office, Industrial Research Office Marine, or Industrial Research Office Marine – Airport Approach are to follow the development regulations and design standards identified in Section 205-13, of the LDR.

Sec. 205-13 Development Regulations table for Planned Mixed-Use Development, Planned Mixed Use Development – Small Lot, General Commercial, General Industrial, Industrial Restricted, Industrial Research Office, Industrial Research Office Marine, or Industrial Research Office Marine – Airport Approach

<u>DEVELOPMENT REGULATIONS</u>	
<u>Planned Mixed-Use Development, Planned Mixed Use Development – Small Lot, General Commercial, General Industrial, Industrial Restricted, Industrial Research Office, Industrial Research Office Marine, or Industrial Research Office Marine – Airport Approach</u>	
<u>Required setbacks and yards:</u>	
<u>Minimum front yard setback</u>	<u>25'</u>
<u>Minimum rear yard setback</u>	<u>30'</u>
<u>Minimum street side setback</u>	<u>25'</u>
<u>Minimum interior side setback</u>	<u>15'</u>
<u>Minimum lot width</u>	<u>100'</u>
<u>Minimum lot depth</u>	<u>100'</u>
<u>Minimum building separation</u>	<u>100'</u>
<u>Parking space requirements</u>	<u>Per Article 265</u>
<u>Landscape requirements</u>	<u>Per Article 276</u>
<u>Pervious area requirements</u>	<u>Per Section 215-130</u>

Sec. 205-14 Additional design standards for properties fronting Griffin Road, Stirling Road, Sheridan Street, Bryan Road and Anglers Avenue/Ravenswood Road.

(a) The following design standards are applicable to any property having frontage on any of the following roadways within the City of Dania Beach:

1. Griffin Road

2. Stirling Road
3. Sheridan Street
4. Bryan Road
5. Anglers Avenue (Ravenswood Road)

(b) Purpose. The purpose of the standards in this article is to promote design, which is architecturally compatible with the surrounding area and the design goals of the City of Dania Beach.

(c) Intent. The standards in this article are intended to discourage generic suburban development types that bear little relation to the historic development pattern of Dania Beach.

(d) City Commission Approval. The City Commission may approve exceptions to this article as conditions to a site plan approval upon making the following findings:

1. There are circumstances peculiar to the site or the intended use that makes compliance with a particular requirement of this article impracticable; and
2. The applicant has offered significant enhancements to other pertinent aspects of the site that the City Commission determines will offset any negative impacts that an exception to these standards might otherwise create.

(e) Appearance.

1. All structures on a site shall create a unified architectural theme.

2. All building façades shall be articulated through the use of a coherent and clear architectural design that incorporates rhythms in form and construction details. Buildings shall be designed to incorporate rhythms in form and construction details.

3. Buildings facing a public street or interior courtyard space shall be architecturally emphasized through entrance treatment, fenestration, and building details. Buildings with more than one (1) façade facing a public street shall provide treatment for each façade.

4. Roof and exterior wall surfaces, with the exception of glass areas, shall be nonreflective. Opaque surfaces and reflective or mirrored type glazing at ground level visible from the sidewalk is prohibited.

5. The use of flat steel or metal panels for the exterior walls is prohibited.

6. The rear and sides of buildings shall be finished with material that in texture and color resembles the front of the building.

7. Glass windows and doors must make up at least thirty-five (35) percent of the primary elevation and fifteen (15) percent of the secondary elevation, except where additional fenestration is required in the CRA form-based zoning districts. On ground stories, the minimum

required glass façade area shall be measured between a height of two and one-half (2.5) feet and eight (8) feet above the abutting grade. The windows shall not be covered or opaque. Display is permitted provided there is functional cross-vision between the inside and outside of the store. Display windows should be accented with awnings or other architectural features.

8. The coloration of all buildings shall be nature blending with a maximum of three (3) colors exclusive of roof. The use of "earth tone" or light pastel colors is encouraged. Semitransparent stains are recommended for application on natural wood finishes.

9. Canopies, if utilized, shall provide a minimum clearance of fourteen (14) feet in height for areas accommodating vehicles and a minimum clearance of ten (10) feet in height for non-vehicular areas, and shall be consistent with the main building design. The canopy columns shall be architecturally finished to match the building.

10. Heating, ventilation and air conditioning equipment, duct work, air compressors, other fixed operating machinery shall be either screened from view or located so that such items are not visible from the designated arterial, adjacent residential properties or intersecting streets.

11. No temporary structures shall be permitted, except those allowed in article 675, "Temporary Uses" and associated signage. Office-type mobile units when used as temporary facilities shall be screened from view from the designated arterial and equipped with rigid skirting on all sides. Any towing gear shall be removed, and if not removable, shall be screened from the designated arterial.

12. A minimum distance of eight (8) feet shall be maintained between the front of any building, including any walkway immediately adjacent thereto, and the parking area. This space is to be reserved for landscaping, either existing or planned, and is required to have a minimum three-foot-wide strip for plant material. No such space is required at the sides or rear of the building unless there is an adjoining residential use. This requirement is not applicable within the CRA form-based zoning districts.

13. Windows and doors visible from any listed arterial street shall not be obstructed by security bars or similar devices.

14. Windows and doors visible from any listed arterial street shall not be obstructed by storm or security shutters or panels, except as provided in chapter 8, section 8-186 of the Code of Ordinances (Storm shutter placement).

15. Commercial development must comply with article 275, "Landscaping Requirements", provided that the street tree requirements shall be altered to require palm clusters on the ends of landscape buffers. The palm clusters shall consist of three (3) palms with a minimum height of thirteen (13) feet.

16. Where hedges are utilized and adequate space exists, a tiered effect is required.

17. Landscaped areas shall be surrounded with a six-inch raised concrete curb. Grade within areas to be landscaped shall be raised to curb height.

18. Chain link, barbed wire and similar fencing along a designated arterial are prohibited. Where such fencing can be viewed from a designated arterial, landscaping, berming, or both shall be provided to minimize visibility from the designated arterial.

19. Perimeter walls, if utilized, shall be architecturally compatible with the principal structure.

20. The design of buildings and parking facilities shall take advantage of the natural features and topography of the project site, where appropriate.

21. Existing specimen trees shall, to the greatest extent possible, be preserved or relocated on site and integrated into the landscape plan.

22. Roads, pedestrian walks and open spaces shall be designed as integral parts of an overall site design.

23. Parking areas shall be landscaped and screened from public view to mitigate their visual impact.

24. Parking areas shall be designed with careful regard to orderly arrangement, landscaping, and ease of access, and shall be developed as an integral part of an overall site design.

25. The site development plan shall be designed to be compatible with existing and conforming development, and proposed development in the area surrounding the project site.

(b) Multifamily/Mixed Use Option. A multifamily use is permitted subject to the development standards of the development regulations identified above (lot and yard requirements) and the following additional requirements for mixed-use developments:

(1) The development may include commercial uses on the ground floor of the development such that the development is a mixed-use development as provided by the City of Dania Beach Comprehensive Plan. The following commercial uses shall be permitted:

- i. Athletic clubs/studios;
- ii. Banks and financial institutions with no drive-throughs;
- iii. Bakeries;
- iv. Delicatessens;
- v. Copy shop;
- vi. Day care centers;
- vii. Dry-cleaning establishments (no cleaning on premises);

viii. Fast food restaurant with no drive-throughs;

ix. Retail establishments;

x. Office (business, professional and medical);

xi. Personal service establishments;

xii. Restaurants;

xiii. Retail pharmacy; and

xiv. Retail stores and those uses which are customarily accessory and clearly incidental to the principal permitted use, excluding smoke shops, cannabidiol (CDB) sales, and discount retail.

- (2) The mixed-use development shall be located abutting an arterial roadway and shall occupy the majority of the ground floor building area (excluding parking garages).

Sec. 205-15 Regulatory Compliance.

- (a) In addition to the provisions set forth above, Live Local developments shall comply with all other Land Development Regulations applicable to multi-family developments.
- (b) All aspects of the Live Local development shall be consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable use, height, and density.
- (c) Compliance with applicable laws and regulations. In addition to the provisions set forth herein, Live Local developments shall comply with all other applicable state and local laws and regulations.

205-16 Expiration or Loss of Live Local Development Status.

- (a) Loss for failure to meet affordability requirements.

(1) An approved project which fails to maintain the required number of affordable dwelling units and does not comply with the affordable housing requirements of this section after notice and ninety (90) days to cure, shall be considered non-conforming as to all portions of the development that do not comply with use and development regulations applicable based on the assigned zoning designation.

- (b) Expiration of covenant. A Live Local development, for which a covenant guaranteeing affordable housing has expired, shall be considered:

(1) A legal conforming use, so long as the development maintains the same levels and standards of affordable housing.

(2) A legal non-conforming use, if the number of required affordable dwelling units originally required under the covenant are not maintained as affordable. And shall be subject to the City's nonconforming code provisions.

Section 3. That Chapter 28 entitled the “Land Development Code”, Part 2, “Site Development Regulations”, Article 200, “User Guide For Part 2 Of The Code” is amended as follows:

* * *

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 2, “SITE DEVELOPMENT REGULATIONS”

ARTICLE 200. - USER GUIDE FOR PART 2 OF THE CODE

* * *

200-60 Live Local Site Plan Approval required.

(a) Construction, except as provided for Live Local buildings or improvement on any site may commence only following approval of a site plan by the City Commission. All construction and improvements shall conform to such approved site plan per Article 635 of the LDR.

(b) Live Local development projects developed pursuant to Section 166.04151(7), Florida Statutes, shall be processed administratively under Section 200-61, Site Plan Review Procedures for Applications Pursuant to Section 166.04151(7), Florida Statutes.

Sec. 200-61 Site Plan Review Procedures For Applications Pursuant To Section 166.04151(7), Florida Statutes.

(a) Preplan review. The applicant shall review the proposed site plan with the Community Development Director, or designee, to confirm general compliance with the requirements of Section 205-11, "Development pursuant to Section 166.04151(7), Florida Statutes, under the Live Local Act," the land use designation, zoning and application provisions of the City code and Section 166.04151(7), Florida Statutes, as amended from time to time.

(b) Filing.

(1) Application. The applicant shall submit the proposed site plan to the Community Development Director, or designee. The application shall include:

a. All information shall be submitted pursuant to the City's site plan application requirements and application form as identified in Article 635, of the LDR.

- b. An Affidavit of Commitment. The applicant must file an Affidavit of Commitment, in a form provided by the City, to record a covenant detailing the affordable housing restrictions (and to comply with the monitoring and compliance requirements of the City). The covenant will detail income mix and required affordability, with a release provision ensuring that the covenant is in place for thirty (30) years from temporary certificate of occupancy (TCO) or certificate of occupancy (CO) and may only be released earlier by bringing the project into full compliance with all zoning and land use provisions applicable to the site at the time of the release. The City will provide the form covenant and monitoring and compliance forms upon submittal of the application.
- c. Legal documents demonstrating unified control of the proposed development site and providing for maintenance and cross-access as applicable.
- d. A specific purpose survey demonstrating the one (1) mile distance for the proposed height determination (unless the comparator site is so obviously close to render this unnecessary) with a brief analysis of the comparator site.
- g. A brief analysis of the comparator site for the proposed density determination.
- h. Easily visible notes on the site plan legend or data sheet, indicating the project is a Live Local Act, Section 166.04151(7), Florida Statutes, project.
- i. A table, or tables, indicating the ratio of residential and non-residential square footage and affordable and market rate residential units.

(2) Fees. The Community Development Director, or designee, will compute the required filing and review fees. Such fees are due upon the date of submittal and are established in accordance with the City's adopted fee schedule (pursuant to Section 605-40 and 685-10), including, but not limited to any applicable impact fees and cost recovery charges. The applicant shall also digitally submit copies of a proposed preliminary engineering plan for the site. The filing fees are as follows:

Site Plan \$14,120.00

Site Plan Modification \$11,700.00

(c) Review and recommendation by the Development Review Committee.

- (1) Development Review Committee members and departments responsible for development application review shall submit written recommendations to the Director of Community Development, or designee, according to a review schedule. Fees are to be approved by the City Commission, via resolution, as may amended from time to time.
- (2) The applicant will be notified in writing of comments concerning the site plan submission. Revisions, additions, or corrections will be reviewed together by the Community Development Director, or designee, the Development Review Committee,

and the applicant. Required revisions and any other information required by the director of Community Development Director, or designee, and the Development Review Committee shall be resubmitted by the applicant within thirty (30) days of the review. Failure of any applicant to submit information or revised plans as required above shall result in cancellation of the application unless an extension is agreed to by the applicant and the Director of Community Development, or designee. The applicant may also submit a waiver on a form provided by the City. Further, the applicant will be required to resubmit an application, including review fees according to the fee schedule adopted by the City Commission. Applicants may withdraw an application at any time.

(3) Any fees collected in conjunction with development review are nonrefundable.

(d) Administrative review.

(1) The Community Development Director, or designee, shall review the Development Review Committee comments, applicant responses, and final proposed plans and facade renderings, and based on compliance with the City's Land Development Regulations, comprehensive plan, and applicable state laws, shall approve, approve with conditions, or deny the final site plan and issue a written development order, including findings supporting the decision. The decision of the Community Development Director, or designee, may be appealed to the City Commission pursuant to Section 615-30, "Administrative Appeals."

(2) If the proposed project does not meet the City's Land Development Regulations, excepting use, height, or density as preempted by state law, the applicant may apply for a variance or other procedure and shall follow those procedures as provided in the code, including review by the Development Review Committee, Planning and Zoning Board, and City Commission.

(e) Modifications to approved site plan. Modifications to a site plan approved under this section may be permitted by the administrative approval of the Director of Community Development, or designee. Proposed modifications shall be reviewed by the Development Review Committee, as provided in subsection 635-80 above if the Community Development Director, or designee, determines the modification, complies with the criteria identified in Section 635-80(b) of the LDR.

(f) Expiration or extension of site plan approval. A site plan approval or extension shall comply with Section 645-100 of the LDR. However, upon expiration of a project under this section, the property will be governed by the entitlements allowed under the property's zoning without the benefit of the preemptive provisions of Section 166.04151(7), Florida Statutes.

(g) Denial. Denial of an application shall preclude the applicant from refiling the same application for one year from the date of denial consistent with Section 649-60 of the Land Development Code.

* * *

Section 4. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 6. That this ordinance shall take effect 10 days after passage.

PASSED on first reading on January 9, 2024.

PASSED AND ADOPTED on second reading on February 13, 2024.

First Reading:

Motion by: Commissioner Salvino

Second by: Vice Mayor Lewellen

Second Reading:

Motion by: Commissioner James

Second by: Commissioner Salvino

FINAL VOTE ON ADOPTION: Unanimous ☒

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

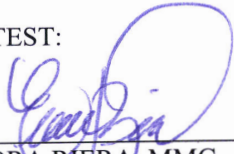
Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

SIGNATURE PAGE TO FOLLOW

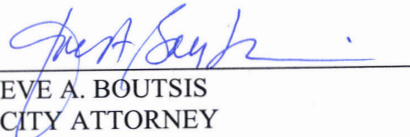
ATTEST:


ELORA RIERA, MMC
CITY CLERK




ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


EVE A. BOUTSIS
CITY ATTORNEY

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: March 6, 2024**

Subject: Ordinance 2024-107: Second Reading, Live Local Act (LDA23-0004)

qualifying development proposing mixed-use affordable housing would be permitted to develop 40 dwelling units per acre on a commercial or industrial zoned property if other LDC and Comprehensive Plan requirements are met.

The City has adopted various regulatory frameworks have been adopted in the past in an effort to encourage affordable housing and mixed use developments, which form the foundation of the proposed LDC amendment to address Live Local Act. *Article II – Affordable Housing Programs* of the LDC includes guidelines for inclusionary housing plans, which were incorporated in this amendment. Additionally, existing City Code Section 250154 permits mixed-use developments in commercial districts subject to certain standards. Both sections were utilized in this amendment to ensure qualifying developments that submit under the Act meet the intent and purpose of our district and overall consistency with our Code.

The following is a brief outline of proposed changes to the LDC relating to qualifying developments:

Definitions: The Act does not provide definitions for gross floor area, major transit stop, and what qualifies developments under the requirements. The proposed LDC establishes consistent guidelines and definitions for developments.

Per the Code, a qualifying development is defined as *a multiple-family mixed-use development proposed pursuant to Section 166.04151(7), Florida Statutes, with sixty-five percent (65%) of the gross square footage used for residential purposes, at least forty percent (40%) of rental residential units which are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years, with the remaining thirty-five percent (35%) of the gross square footage dedicated to non-residential uses, as permitted in the applicable zoning district.*

Zoning Districts Permitting Qualifying Developments: The Act requires municipalities to allow mixed-use, affordable residential development in areas that do not currently allow residential, such as commercial and industrial areas. Since there are areas within the City's commercial zoning districts that permit mixed uses, those areas identified as permitted under *Section 250154 Procedures and Requirements for Mixed Use Residential* are exempt from the Act. Likewise, the Downtown Mixed-Use (DT-MU) zoning district currently permits residential and mixed-use developments and is therefore exempt from the Act.

The proposed Code permits qualifying developments in the following zoning districts:

- B-1, Neighborhood Business
- B-2, Community Business
- B-3, General Business
- IC, Industrial Commercial
- IRD, Industrial, Research and Development Park

Development Regulations: This section includes requirements for minimum square footage of residential (65%) and nonresidential (35%) uses for each development. It includes requirements for affordable and market rate units to ensure fair and equitable treatment of both housing

**City of Coral Springs
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products. For example, the affordable and market rate units must be located within the same structure, have the same entrances, common and amenity areas. Interior and exterior fixtures and finishes must be the same type and quality for both market and affordable units. The unit mix (bedroom count and size per unit) must also be proportional.

A qualifying development must comply with the affordability commitment established by the State for a period of 30 years. The property owner will be required to submit an annual certification to the Development Services Department to demonstrate compliance with affordability criteria.

Site Design: This section identifies the setbacks, building separation, maximum plot coverage, buffer and landscape requirements, which are consistent with the existing mixed-use residential requirements in Section 250154. It also provides additional requirements for qualifying developments proposed in the B-3 and industrial zoning districts, such as increased buffers and setbacks, and submittal of a comprehensive environmental site assessment.

The Code establishes minimum dwelling unit sizes to be consistent with other developments in the City. The qualifying development would need to comply with the appropriate architectural guidelines for the district as determined by staff. Parking garages are required to be screened and located interior to the site (not along roadway frontages). A 5% parking reduction in parking requirements will be considered if located within a half mile of a major transit stop, subject to requirements and approval.

Expiration or loss of qualifying development status: The Code provides for penalties (\$250 per day per unit per violation) and cure for the loss of affordability requirements or violation of the regulations.

Site Plan Review Procedures for Applications: Since the City has existing Code requirements for administrative review of site plans, there are no changes required to the development review process. Applications for qualifying developments are required to include similar documents required in *Article II - Affordable Housing Programs* to ensure compliance with Code. Applications must include an affordable housing plan, providing the dwelling unit mix, affidavit of commitment, legal documents supporting unified control, comprehensive site assessment (B-3 and industrial districts), and analysis of water and wastewater demand associated with the development. A traffic analysis and parking study are required if required for the site.

SUMMARY

The purpose of the proposed amendment is to ensure qualifying developments comply with the Comprehensive Plan and regulations of the City while benefiting from the preemptions awarded under the Act. Staff recommends the Planning and Zoning Board forward a favorable recommendation to the City Commission for LDA23-0004.

INTERVENING ACTION FROM THE JANUARY 23, 2024 PLANNING AND ZONING BOARD MEETING

Planning and Zoning Board forwarded a favorable recommendation (4-0, unanimous) relative to LDA23-0004 amending Chapter 25, creating new Article XVIII, entitled "Live Local Act."

INTERVENING ACTION FROM THE FEBRUARY 21, 2024 CITY COMMISSION MEETING

City Commission held a public hearing to consider Ordinance 2024-107 and voted (5-0, unanimous) to approve first reading and set second reading for March 6, 2024.

ORDINANCE NO. 2024 - 107

**AN ORDINANCE OF THE CITY COMMISSION OF THE
CITY OF CORAL SPRINGS, FLORIDA AMENDING
CHAPTER 25 OF THE LAND DEVELOPMENT CODE OF
THE CITY OF CORAL SPRINGS BY CREATING NEW
ARTICLE XVIII, ENTITLED “LIVE LOCAL ACT”;
PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the State of Florida adopted Chapter 2023-17, Laws of Florida, effective July 1, 2023, known as the Live Local Act (the “Act”), which, among other things, is designed to streamline and incentivize affordable housing within the State of Florida; and

WHEREAS, the Act preempts certain use, density, and height regulations and imposes various obligations, including the requirement for a municipality to permit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least forty percent (40%) of the residential units are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and

WHEREAS, the benefits afforded by the Act are only available to developments that provide certain threshold levels of affordable multi-family housing, which housing units are further required to remain affordable for at least thirty (30) years, but the Act is silent on issues related to compliance reporting, monitoring, and enforcement of the mandatory affordability requirements applicable to these developments; and

WHEREAS, the City Commission has determined that it is appropriate and in the public interest to provide that projects proposed under the Act on commercial or industrial zoned properties are subject to the development regulations; and

WHEREAS, the Act provides that, if a municipality has designated less than twenty percent (20%) of the land area within its jurisdiction for commercial or industrial use, it is only required to allow multi-family development pursuant to the Act as part of a mixed-use residential development; and

WHEREAS, given that less than twenty percent (20%) of the land area of the City is designated for commercial or industrial use, any development of land approved pursuant to the Act must consist of a mixed-use project; and

WHEREAS, to qualify as a mixed-use development, a meaningful non-residential component in the project is appropriate, particularly acknowledging the State's legislative recognition of the importance of attaining at least twenty percent (20%) of the City's land area for commercial or industrial use; and

WHEREAS, the City is committed to providing a sustainable community for its residents and future generations, and ensuring an adequate tax base to support public services is an essential component of developing and maintaining such a sustainable community; and

WHEREAS, the City Commission has determined thirty-five percent (35%) of the total square footage of a project proposed under the Act as a non-residential component is both meaningful and appropriate in order to support required services and maintain residential affordability for City residents; and

WHEREAS, the Act requires that an affordable housing project proposed under the Act must be administratively approved, without further action by the governing body, if the development satisfies the City's land development regulations and is consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable densities, height,

and land use (which are established in, and preempted by, the Act), and complies with all other applicable requirements of state and local law; and

WHEREAS, the Act provides that the City must consider the possibility of reducing parking requirements for projects developed under the Act if the project is located within one-half mile of a major transit stop, as defined in the City's Land Development Code, if the major transit stop is accessible from the development. The City does not currently have a definition of major transit stop and wishes to adopt one and provide related parking incentives; and

WHEREAS, the City Commission supports affordable housing and finds it necessary to revise the City's Land Development Code in order to establish equitable regulations for the development of mixed-income mixed-use residential developments in order to implement the provisions of the Act; and

WHEREAS, the City is adopting the regulations contained within this Ordinance to provide for implementation of the Act, which was effective as of July 1, 2023, and has determined it is appropriate for all applications for projects under the Act to be processed in accordance with the regulations contained within this Ordinance, and to apply these regulations to any application or submission for an application under the Act; and

WHEREAS, pursuant to the pending ordinance doctrine set forth in *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the pending ordinance doctrine concerning the zoning and land development regulations governing the development of affordable housing projects proposed on properties located in commercial and industrial zoning districts; and

WHEREAS, working under the zoning in progress principals consistent with the pending ordinance doctrine, the City administration has developed this Ordinance and all property owners and developers should be aware that provisions of this pending ordinance not yet adopted by the City Commission may be applied to any proposed development applications and any development applications may be delayed until the adoption and effectiveness of this Ordinance; thus, property owners and developers should not rely on existing land development regulations in making investment and development-related decisions; and

WHEREAS, the City Commission finds and determines that updating the City's Land Development Code to implement the Live Local Act is in the best interest of the residents of the City of Coral Springs;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

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 upon adoption hereof.

SECTION 2. Chapter 25 of the Land Development Code of the City of Coral Springs is hereby amended by creating new Article XVIII, entitled "Live Local Act," to read as follows:

ARTICLE XVIII

LIVE LOCAL ACT

Sec. 2501070. Qualifying development pursuant to Section 166.04151(7), Florida Statutes, under the Live Local Act.

(a) *Intent and purpose.*

The purpose of this section is to establish procedures and regulations for the development of mixed-use affordable housing developments pursuant to the provisions of Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, Laws of Florida, the "Live Local

Act” (the “Act”), which development involves a combination of residential and non-residential components, and a combination of dwelling units, at least forty percent (40%) of which must qualify as affordable housing units, as defined in Section 420.0004, Florida Statutes, to accomplish the following purposes:

- (1) Protect and promote the public health, safety, and general welfare of the residents of the City;
- (2) Facilitate the orderly and efficient development of affordable multi-family housing in the City pursuant to the Act;
- (3) Confirm qualifying developments proposed pursuant to the Act are mixed-use residential developments, as required by the Act, given less than twenty percent (20%) of the City’s land area is designated for commercial or industrial use;
- (4) Specify the City Zoning Districts to which this section is applicable and within which qualifying developments proposed pursuant to the Act are authorized and may be approved administratively pursuant to the Act;
- (5) Confirm the land development regulations applicable to proposed qualifying developments under the Act, including acknowledgment of the statutory mandates regarding use, height, and density;
- (6) Provide the minimum non-residential floor area for qualifying developments proposed under the Act in order to ensure a meaningful mixed-use development to support community sustainability and to reduce vehicle trips and vehicle miles traveled; and
- (7) Establish an administrative approval process for qualifying developments under the Act.

(b) Applicability.

Applications for a qualifying development pursuant to this section must be deemed complete prior to October 1, 2033. No applications for qualifying developments shall be accepted after October 1, 2033, unless the legislature extends or reenacts Section 166.04151(7), Florida Statutes, and the City Commission extends these deadlines accordingly.

(c) Definitions.

Density Calculation shall be defined as provided in Section 250151 of this Chapter.

Gross Square Footage (Gross Floor Area) shall mean the sum (in square feet) of the area of each floor level, measured from principal outside faces of exterior walls, including, but not limited to, basements, corridors, hallways, utility areas, elevators, storage rooms, staircases, and mezzanines, but not including architectural projections. Included are areas that have floor surfaces with clear standing head room (six (6) feet, six (6) inches minimum) regardless of their

use. This definition includes areas which are not enclosed, but roofed; however, it does not include unroofed areas.

Major transit stop shall mean an intercity bus stop/station or a transit hub where two (2) or more transit routes converge.

Qualifying development shall mean a multiple-family mixed-use development proposed pursuant to Section 166.04151(7), Florida Statutes, with sixty-five percent (65%) of the gross square footage used for residential purposes, at least forty percent (40%) of rental residential units which are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years, with the remaining thirty-five percent (35%) of the gross square footage dedicated to non-residential uses, as permitted in the applicable zoning district.

Unified control means all land included for the purpose of development shall be under the control of the applicant (an individual, partnership, or corporation, or group of individuals, partnerships, or corporations). The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area, which shall be approved by the City Attorney. Upon application, the applicant shall agree as follows:

- (1) To proceed with the qualifying development according to the provisions of the division and the affordability requirements as established by State law and covenant;
- (2) To provide agreements, contracts, covenants, deed restrictions, and sureties acceptable to the City for completion of the development according to the plans approved at the time of site plan approval and for continuing operations and maintenance of such areas, functions, and facilities, which are not proposed to be provided, operated, or maintained at public expense; and
- (3) To bind their successors in title to any commitments made under the above for the affordability period and as long as the development remains a qualifying development. All agreements and evidence of unified control shall be reviewed by the City Attorney and no site plan for a qualifying development shall be approved without verification by the City Attorney that such agreements and evidence of unified control meet the requirements of this section.

(d) Zoning districts permitting qualifying developments.

Based on the requirements of Florida law, qualifying developments shall be permitted in the zoning districts listed below, except as permitted in Section 250154 Procedures and requirements for mixed-use developments. The Local Activity Center (LAC) land use and Downtown Mixed-Use (DT-MU) zoning districts permit mixed residential and commercial uses, as regulated by the Development of Regional Impact, Comprehensive Plan and Land Development Regulations, and therefore, are exempt from this section.

- (1) B-1, Neighborhood Business.
- (2) B-2, Community Business.
- (3) B-3, General Business.
- (4) IC, Industrial Commercial.
- (5) IRD, Industrial, Research and Development Park.

(e) Applicable development regulations.

(1) Unified lot. All land included for purposes of a qualifying development, including all residential and non-residential components, shall be under unified control.

(2) Required residential use.

a. Sixty-five percent (65%) of the total gross square footage of a qualifying development shall be used for residential purposes.

b. Equivalency of affordable dwelling units.

(i) Affordable dwelling units and market rate units within a qualifying development shall be located within the same structure or shall be proportionately distributed between multiple structures, if such are proposed, such that every qualifying development structure contains both affordable and market rate units in equal proportions; in no event shall a qualifying development structure consist entirely of market rate units.

(ii) All common areas and amenities within a qualifying development shall be accessible and available to all residents (both affordable and market rate units).

(iii) Access to the required affordable dwelling units in a qualifying development shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development, provided that for townhouse-style affordable dwelling units, each unit shall have its own entrance.

(iv) Unit mix (bedroom count and size per unit): The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the sizes and number of bedrooms in the market rate units (e.g., for number of bedrooms, if twenty-five percent (25%) of the market rate units consist of two (2) bedrooms, then twenty-five percent (25%) of the affordable units shall also have two (2) bedrooms, etc., maintaining a proportional distribution across unit types and within each structure within the qualifying

development). When measurements determining the unit mix of affordable units result in any decimal fraction less than 0.5, they shall be rounded down to the nearest whole number, and any decimal fraction of 0.5 or more shall be rounded up to the nearest whole number.

- (v) Affordable dwelling units shall be developed simultaneously with, or prior to, the development of the market rate units.
- (vi) If the development is phased, the phasing plan shall provide for the construction of affordable units proportionately and concurrently with the market rate units and nonresidential uses. A certificate of occupancy for affordable units must be issued concurrently with or prior to the certificate of occupancy for market rate units of the development. In phased developments, affordable units may be constructed and occupied in proportion to the number of units in each phase of the residential development.
- (vii) The exterior appearance of affordable units shall be the same as the market rate units and shall provide exterior building materials and finishings of the same type and quality.
- (viii) The interior building materials and finishes of the affordable units shall be the same type and quality as the market rate units, including, but not limited, to all electrical and plumbing fixtures, flooring, cabinetry, counter tops, and decorative finishes.

c. Affordability commitment.

- (i) Pursuant to Section 166.04151(7), Florida Statutes, at least forty percent (40%) of the multi-family residential units shall remain affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years. Before the issuance of any Building Permit, the property owner shall execute and deliver to the City for recordation in the public records, on a form approved by the City Attorney, a covenant, declaration of restriction, or other deed restriction in favor of the City ensuring compliance with this affordability requirement and providing enforcement rights for the City.
- (ii) The property owner shall provide to the City, each year on January 15, an annual certification form certifying all affordable housing units meet the affordability criteria set forth in Section 420.0004, Florida Statutes.

(3) Required non-residential use.

- a. Thirty-five percent (35%) of the total square footage of the qualifying development shall be devoted to principal non-residential uses that are not dedicated to, or exclusively accessible by, the on-site residential uses. Residential community amenities, or non-residential uses open only to residents of the qualifying development are not considered non-residential uses.
- b. Non-residential uses shall be limited to those uses permitted in the zoning district and land use regulations applicable to the land on which the qualified project is located. Proposed uses requiring conditional use shall be subject to City Commission approval and the applicable regulations and limitations for the use.

(4) Allocation of shared space square footage.

- a. Lobby, service areas, and amenity areas exclusively serving the residential uses of a qualifying development shall be considered residential square footage.
- b. Common ground floor lobby, service areas, parking, and amenity areas within a structure housing both residential and non-residential uses shall be proportionately allocated to the residential and non-residential square footage requirements.

(5) Site design.

- a. Qualifying developments must locate all non-residential uses on the same (or unified) plot.
- b. Qualifying developments located on land zoned industrial must locate all non-residential uses in a structure separate from any residential uses. Structures used for more intense industrial purposes, as determined solely by the City, need to be buffered and setback from the residential structures in the same manner, applying setbacks, landscape buffers, and other applicable regulations as if the residential structures were on a separate site, to ensure compatibility between residential and industrial uses.
- c. Qualifying developments located on land zoned B-3 or Industrial shall submit a study by an environmental consultant which performs a comprehensive site assessment of the existing property and proposed development demonstrating existing and proposed uses do not present potential hazard or detriment to residential buildings from noise, glare, odors, smoke, vibration, or environmental contamination.

(6) Additional development standards.

a. The following standards are applicable to all qualifying developments regardless of the zoning district they are located in:

(i) Maximum density and height:

1. With respect to the residential component of a qualifying development, the maximum density shall be the highest allowed density on any land in the City where residential development is allowed by right, without incorporation of any bonus density and/or flex and reserve units. The maximum permitted density in the City is forty (40) dwelling units per acre.
2. The maximum height shall be the highest currently allowed for a commercial or residential development within the City and within one (1) mile of the proposed development, or three (3) stories, whichever is higher.

(ii) Minimum air conditioned dwelling unit size:

1. Studio or one (1) bedroom: Eight hundred and fifty (850) square feet;
2. Two (2) bedrooms: One thousand two hundred (1,200) square feet;
3. Three (3) or more bedrooms: One thousand four hundred (1,400) square feet for the first three (3) bedrooms, plus one hundred fifty (150) square feet for each additional bedroom/den.

(iii) All other applicable Land Development Code development standards unless specifically regulated in this section.

b. Architectural Requirements and Building Treatment.

- (i) Architectural requirements of the qualifying development shall conform to the guidelines for the district it is located within, where applicable. All qualifying developments proposed under this section shall be cohesive and architecturally compatible with guidelines as determined by staff.

(ii) Overhead garage or loading doors larger than eight (8) feet in width or height shall not be located on immediate streetside elevations of buildings nor be oriented toward abutting residential uses, unless effectively screened from view and sound.

(iii) Electrical and mechanical equipment shall be effectively screened from view from public areas, streets, adjoining properties, and residential uses.

c. Minimum plot size regulations: The minimum size of a qualifying development shall be two (2) acres. Individual parcels within a qualifying development shall be no less than one (1) acre in size.

d. Maximum pervious area: Uses shall be limited to a floor area ratio of no more than two (2) to one (1) and to a plot coverage of buildings and other pervious areas of no more than eighty (80) percent.

e. Setback regulations.

(i) Nonresidential buildings and mixed residential/nonresidential buildings shall be located no closer than sixty-five (65) feet from any street right-of-way external to the development. Residential buildings shall be located no closer than twenty-five (25) feet from any street located outside the boundaries of the qualifying development except where prohibited by the Broward County Trafficways Plan.

(ii) Nonresidential buildings and mixed residential/nonresidential buildings shall be located no closer than fifteen (15) feet from the edge of pavement of any drive aisle, parking lot, or turn lane of any street internal to the development.

(iii) No building shall be located closer than twenty-five (25) feet from any overall qualifying development project boundary.

(iv) No window, door, or private balcony of a residential unit shall face any other building across a distance of less than twenty (20) feet at the same elevation.

(v) Where apartments are located above a permitted nonresidential use, there is no minimum building separation requirement. However, the buildings shall satisfy any building setback requirements provided elsewhere in this Chapter for the permitted nonresidential use.

(vi) Where freestanding residential buildings are located adjacent to nonresidential buildings or freestanding residential buildings, the buildings shall be separated by at least the sum of the building heights, divided by

two (2). Where townhouse units are proposed, the setbacks, separation and spacing requirements for townhouses shall be found in the comparable zoning district.

f. Buffer/landscaping requirements. Qualifying developments which do not require conditional use approval shall conform to the landscaping and buffering requirements contained elsewhere in the Land Development Code consistent with the residential zoning district which permits comparable density. Where uses require conditional use approval, a buffer and landscaping shall be provided consistent with the intent of this Chapter and approved by the City Commission.

g. Parking.

(i) Parking garages, if used, must be screened and shall not be located along roadway frontages.

(ii) A qualifying development that is located within one-half (1/2) mile of a major transit stop, as determined by the City, may request up to a five percent (5%) reduction in the total parking requirements, and such request shall be evaluated based on site conditions and the following criteria:

1. There is a continuous public sidewalk or multi-use path from the proposed qualifying development to the major transit stop (or the proposed qualifying development will provide such continuous path); and

2. The proposed qualifying development provides onsite and offsite enhancements to pathways and sidewalks to support pedestrian comfort and other improvements/techniques to achieve the same goal, including but not limited to: incorporating canopy trees; distinctive pavement; identity, wayfinding, and directional signage; transit infrastructure; and shaded rest areas furnished with appropriate street furniture.

(7) Regulatory compliance.

a. In addition to the provisions set forth herein, qualifying developments shall comply with all other land development regulations applicable to multi-family developments in which the density is proposed.

b. All aspects of the qualifying development shall be consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable use, height, and density.

c. Compliance with applicable laws and regulations. In addition to the provisions set forth herein, qualifying developments shall comply with all other applicable state and local laws and regulations.

(8) Expiration or loss of qualifying development status.

a. Penalties.

Any violation of the affordability requirement shall result in a monetary penalty to be deposited into the Affordable Housing Trust Fund. Such monetary penalty shall be assessed as a daily fine of two hundred fifty dollars (\$250.00) per day per unit per violation until proof of compliance has been provided to the City. The monetary penalty shall not be subject to mitigation or otherwise modified by any body or board, including, but not limited to the Code Enforcement Special Magistrate.

b. Loss for failure to meet affordability requirements.

An approved qualifying development project which fails to maintain the required number of affordable dwelling units and does not comply with the affordable housing requirements of this section after notice and ninety (90) days to cure, shall be considered non-conforming as to all portions of the development that do not comply with use and development regulations applicable based on the assigned zoning designation.

c. Expiration of covenant. A qualifying development, for which a covenant guaranteeing affordable housing has expired, shall be considered:

(i) A legal conforming use, so long as the development maintains the same levels and standards of affordable housing.

(ii) A legal non-conforming use, if the number of required affordable dwelling units originally required under the covenant are not maintained as affordable.

(iii) Subject to Chapter 25, Article X of the Land Development Code, "Nonconforming uses and structures."

Sec. 2501071. Site plan review procedures for applications pursuant to Section 166.04151(7), Florida Statutes.

(a) Filing.

- (1) Application. The applicant shall submit the proposed site plan to the Director of Development Services, or their designee. The application shall include:
- a. All information and be in the form as provided in Section 201, "Approval of site development plan prerequisite to issuance of building permit."
 - b. Affordable Housing Plan: including dwelling unit mix, number of bedrooms and unit sizes, income levels to which each unit will be made affordable, methods used to advertise affordable units, annual certification form, and any additional information requested by Director of Development Services.
 - d. An Affidavit of Commitment. The applicant must file an Affidavit of Commitment in a form provided by the City, to record a covenant detailing the affordable housing restrictions (and to comply with the monitoring and compliance requirements of the City). The covenant will detail income mix and required affordability, with a release provision ensuring that the covenant is in place for thirty (30) years from certificate of occupancy and may only be released earlier by bringing the project into full compliance with all zoning and land use provisions applicable to the site at the time of the release. The City will provide the form covenant and monitoring and compliance forms upon submittal of the application. Annual certification shall be submitted to the Development Services Department.
 - e. Legal documents demonstrating unified control of the proposed development site and providing for maintenance and cross-access, as applicable.
 - f. A specific purpose survey demonstrating the one (1) mile distance for the proposed height determination (unless the comparable site is so obviously close to render this unnecessary) with a brief analysis of the comparable site.
 - g. A brief analysis of the comparable site for the proposed density determination.
 - h. Easily visible notes on the site plan legend or data sheet, indicating the project is a Live Local Act, Section 166.04151(7), Florida Statutes, project.
 - i. A table, or tables, indicating the ratio of residential and non-residential square footage and affordable and market rate residential units.
 - j. As required by the Director of Development Services, qualifying developments located on B-3 or Industrial zoning districts shall submit a

study by an environmental consultant which performs a comprehensive site assessment of the existing property and proposed development demonstrating existing and proposed uses do not present potential hazard or detriment to residential buildings from noise, glare, odors, smoke, vibration, or environmental contamination.

- k. Analysis of water and wastewater demand associated with the development demonstrating demand is within existing availability.
- l. A traffic analysis demonstrating the ability to achieve an internal trip capture concurrent with the buildout of the project.
- m. A parking study if the qualifying development is requesting up to a five percent (5%) reduction in the total parking requirements, as provided in Section 2501070(e)(6)(g).

SECTION 3. Zoning in Progress. That pursuant to the pending ordinance doctrine set forth in *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the pending ordinance doctrine and declares zoning in progress concerning the zoning and land development regulations governing the development of affordable housing projects proposed on properties located in commercial and industrial Zoning Districts. All property owners and developers should be aware that provisions of the pending Ordinance not yet adopted by the City Commission may be applied to any proposed development applications and any development applications may be delayed until the adoption and effectiveness of this Ordinance; thus, property owners and developers should not rely on existing land development regulations in making investment and development related decisions.

SECTION 4. Repeal of Conflicting Ordinances. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this Ordinance 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 Ordinance.

SECTION 6. Inclusion in Code. It is the intention of the City Commission of the City of Coral Springs, Florida, that the provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Coral Springs; and that the sections of this ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7. Effective Date. This Ordinance shall become effective upon the approval of the City Commission.

PASSED ON FIRST READING THIS ____ DAY OF _____, 2024.

PASSED ON SECOND READING THIS ____ DAY OF _____, 2024.

SCOTT BROOK, MAYOR

ATTEST:

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ____
Motion /2nd

Yes No

____	____	MAYOR BROOK	____	____
____	____	VICE MAYOR CERRA	____	____
____	____	COMMISSIONER CARTER	____	____
____	____	COMMISSIONER METAYER BOWEN	____	____
____	____	COMMISSIONER SIMMONS	____	____

ORDINANCE NO. 2023-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES, BY AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE," ARTICLE III, "ZONING REGULATIONS," DIVISION 3, "ZONING DISTRICT REGULATIONS AND TABLES," TO CREATE SECTION 13-363, "QUALIFYING DEVELOPMENT PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES, UNDER THE LIVE LOCAL ACT," AND AMENDING DIVISION 5, "SITE PLAN REVIEW REQUIREMENTS," BY AMENDING SECTION 13-546, "APPROVAL REQUIRED," AND CREATING SECTION 13-551, "SITE PLAN REVIEW PROCEDURES FOR APPLICATIONS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES," TO PROVIDE FOR DEVELOPMENT REGULATIONS AND ADMINISTRATIVE REVIEW OF CERTAIN AFFORDABLE HOUSING PROJECTS PURSUANT TO STATE LAW; AND BY AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE," ARTICLE I, "ADMINISTRATION, REGULATIONS AND PROCEDURES," DIVISION 3, "IMPLEMENTATION PROCEDURES," SECTION 13-34, "APPEALS," TO PROVIDE FOR CITY COMMISSION REVIEW OF ADMINISTRATIVE DECISIONS; PROVIDING FOR ZONING IN PROGRESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida adopted Chapter 2023-17, Laws of Florida, effective July 1, 2023, known as the Live Local Act (the "Act"), which among other things, is designed to streamline and incentivize affordable housing within the State of Florida; and

WHEREAS, the Act preempts certain use, density, and height regulations and imposes various obligations, including the requirement for a municipality to permit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least forty percent (40%) of the residential units are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and

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WHEREAS, the benefits afforded by the Act are only available to developments that provide certain threshold levels of affordable multi-family housing, which housing units are further required to remain affordable for at least thirty (30) years, but the Act is silent on issues related to compliance reporting, monitoring, and enforcement of the mandatory affordability requirements applicable to these developments; and

WHEREAS, the City Commission has determined that it is appropriate and in the public interest to provide that projects proposed under the Act on commercial or industrial zoned properties are subject to the development regulations in the RM-10, Residential multiple-family district, and as applicable within the Regional Activity Center (RAC), the MainStreet Design Standards; and

WHEREAS, the Act provides that, if a municipality has designated less than twenty percent (20%) of the land area within its jurisdiction for commercial or industrial use, it is only required to allow multi-family development pursuant to the Act as part of a mixed-use residential development; and

WHEREAS, given that less than twenty percent (20%) of the land area of the City is designated for commercial and industrial use, any development of land approved pursuant to the Act must consist of a mixed-use project; and

WHEREAS, to qualify as a mixed-use development, a meaningful non-residential component in the project is appropriate, particularly acknowledging the state's legislative recognition of the importance of attaining at least twenty percent (20%) of the City's land area for commercial or industrial use; and

WHEREAS, the City is committed to providing a sustainable community for its residents and future generations, and ensuring an adequate tax base to support public services is an essential component of developing and maintaining such a sustainable community; and

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WHEREAS, the City Commission has determined thirty-five percent (35%) of the total square footage of a project proposed under the Act as a non-residential component is both meaningful and appropriate in order to support required services and maintain residential affordability for City residents; and

WHEREAS, the Act requires that an affordable housing project proposed under the Act must be administratively approved, without further action by the governing body, if the development satisfies the City's land development regulations and is consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable densities, height, and land use (which are established in, and preempted by, the Act), and complies with all other applicable requirements of state and local law; and

WHEREAS, the Act provides that the City must consider the possibility of reducing parking requirements for projects developed under the Act if the project is located within one-half mile of a major transit stop, as defined in the City's Land Development Code, if the major transit stop is accessible from the development. The City does not currently have a definition of major transit stop and wishes to adopt one and provide related parking incentives; and

WHEREAS, the City Commission supports affordable housing and finds it necessary to revise the City Code in order to establish equitable regulations for the development of mixed-income mixed-use residential developments in order to implement the provisions of the Act; and

WHEREAS, the City is adopting the regulations contained within this ordinance to provide for implementation of the Act, which was effective as of July 1, 2023, and has determined it is appropriate for all applications for projects under the Act to be processed in accordance with the regulations contained within this ordinance, and to apply these regulations to any application or submission for an application under the Act; and

WHEREAS, pursuant to the pending ordinance doctrine, set forth in *Smith v. City*

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of *Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the pending ordinance doctrine concerning the zoning and land development regulations governing the development of affordable housing projects proposed on properties located in commercial, industrial, PUD, PCD, or PMDD zoning districts; and

WHEREAS, working under the zoning in progress principals consistent with the pending ordinance doctrine, the City administration has developed this ordinance and all property owners and developers should be aware that provisions of this pending ordinance not yet adopted by the City Commission may be applied to any proposed development applications and any development applications may be delayed until the adoption and effectiveness of this ordinance; thus, property owners and developers should not rely on existing land development regulations in making investment and development-related decisions; and

WHEREAS, the City Commission finds and determines that updating the City's Code of Ordinances to implement the Live Local Act is in the best interest of the residents of Coconut Creek.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF COCONUT CREEK HEREBY ORDAINS:

Section 1: Ratification. That 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: Amendment. That the Code of Ordinances of the City of Coconut Creek, Florida, shall be amended by amending Chapter 13, "Land Development Code," Article III, "Zoning Regulations," Division 3, "Zoning District Regulations and Tables," to create Section 13-363, "Qualifying Development Pursuant to Section 166.04151(7), Florida Statutes, Under the Live Local Act," to read as follows:

Sec. 13-363. – Qualifying Development Pursuant to Section 166.04151(7), Florida Statutes, Under the Live Local Act.

(a) Intent and Purpose.

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The purpose of this section is to establish procedures and regulations for the development of mixed-use affordable housing developments pursuant to the provisions of Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, Laws of Florida, the "Live Local Act" (the "Act"), which development involves a combination of residential and non-residential components, and a combination of dwelling units, at least forty percent (40%) of which must qualify as affordable housing units, as defined in Section 420.0004, Florida Statutes, to accomplish the following purposes:

- (1) Protect and promote the public health, safety, and general welfare of the residents of the City;
- (2) Facilitate the orderly and efficient development of affordable multi-family housing in the City pursuant to the Act;
- (3) Confirm that qualifying developments proposed pursuant to the Act are mixed-use residential developments, as required by the Act, given that less than twenty percent (20%) of the City's land area is designated for commercial or industrial use;
- (4) Specify the City zoning districts to which this section is applicable and within which qualifying developments proposed pursuant to the Act are authorized and may be approved administratively pursuant to the Act;
- (5) Confirm the land development regulations applicable to proposed qualifying developments under the Act, including acknowledgment of the statutory mandates regarding use, height, and density;
- (6) Provide the minimum non-residential floor area for qualifying developments proposed under the Act in order to ensure a meaningful mixed-use development to support community sustainability and to reduce vehicle trips and vehicle miles traveled; and
- (7) Establish an administrative approval process for qualifying developments under the Act.

(b) Applicability.

Applications for a qualifying development pursuant to this section must be deemed complete prior to October 1, 2033. No applications for qualifying developments shall be accepted after October 1, 2033 unless the legislature extends or reenacts Section 166.04151(7), Florida Statutes, and the city commission extends these deadlines accordingly.

(c) Definitions.

Major transit stop shall mean a passenger rail or intercity bus station or a transit hub where two (2) or more transit routes converge.

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Qualifying development shall mean a multiple-family mixed-use development proposed pursuant to Section 166.04151(7), Florida Statutes, with sixty-five percent (65%) of the total square footage used for residential purposes, at least forty percent (40%) of which are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years, with the remaining thirty-five percent (35%) of the total square footage dedicated to non-residential uses, as provided in the applicable zoning district.

Unified control means all land included for purpose of development within a Planned Unit Development (PUD) district shall be under the control of the applicant (an individual, partnership, or corporation, or group of individuals, partnerships, or corporations). The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area, which shall be approved by the city attorney. Upon application for rezoning, the applicant shall agree as follows:

- (1) To proceed with the qualifying development according to the provisions of this division and the affordability requirements as established by state law and covenant;
- (2) To provide agreements, contracts, covenants, deed restrictions, and sureties acceptable to the city for completion of the development according to the plans approved at the time of site plan approval and for continuing operations and maintenance of such areas, functions, and facilities, which are not proposed to be provided, operated, or maintained at public expense; and
- (3) To bind their successors in title to any commitments made under the above. All agreements and evidence of unified control shall be reviewed by the city attorney and no site plan for a qualifying development shall be approved without verification by the city attorney that such agreements and evidence of unified control meet the requirements of this section.

(d) Zoning Districts permitting qualifying developments.

Based on the requirements of Florida law, qualifying developments shall be permitted in the following zoning districts:

- (1) B-2, Convenience shopping district.
- (2) B-3, Community shopping district.
- (3) B-4, Regional shopping district.
- (4) IO-1, Industrial office district.
- (5) IM-1, Industrial manufacturing district.
- (6) PCD, Planned commerce district.

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(7) Within any commercial, industrial, or mixed-use land use module of a PUD, Planned unit development district.

(8) Within any commercial, industrial, or mixed-use land use module of a PMDD, Planned mainstreet development district.

(e) Applicable development regulations.

(1) Unified lot. All land included for purposes of a qualifying development, including all residential and non-residential components shall be under unified control.

(2) Required residential use.

a. Sixty-five percent (65%) of the total square footage of a qualifying development shall be used for residential purposes.

b. Equivalency of affordable dwelling units.

1. Affordable dwelling units and market rate units within a qualifying development shall be located within the same structure or shall be proportionately distributed between multiple structures, if such are proposed, such that every qualifying development structure contains both affordable and market rate units in equal proportions; in no event shall a qualifying development structure consist entirely of market rate units.

2. All common areas and amenities within a qualifying development shall be accessible and available to all residents (both affordable and market rate units).

3. Access to the required affordable dwelling units in a qualifying development shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development, provided that for townhouse-style affordable dwelling units, each unit shall have its own entrance.

4. The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the sizes and number of bedrooms in the market rate units (e.g., for number of bedrooms, if twenty-five percent (25%) of the market rate units consist of two (2) bedrooms, then twenty-five percent (25%) of the affordable units shall also have two (2) bedrooms, etc., maintaining a proportional distribution across unit types and within each structure within the qualifying development).

5. Affordable dwelling units shall be developed simultaneously with, or prior to, the development of the market rate units.

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6. If the development is phased, the phasing plan shall provide for the construction of affordable units proportionately and concurrently with the market rate units.
7. The exterior appearance of affordable units shall be the same as the market rate units and shall provide exterior building materials and finishings of the same type and quality.
8. The interior building materials and finishes of the affordable units shall be the same type and quality as the market rate units, including but not limited to all electrical and plumbing fixtures, flooring, cabinetry, counter tops, and decorative finishes.

c. Affordability commitment.

1. Pursuant to Section 166.04151(7), Florida Statutes, at least forty percent (40%) of the multi-family residential units shall remain affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years. The property owner shall execute and deliver to the City for recordation in the public records, on a form approved by the city attorney, a covenant, declaration of restriction, or other deed restriction in favor of the city ensuring compliance with this affordability requirement.
2. Any violation of the affordability requirement shall result in a monetary penalty to be deposited into the Affordable Housing Trust Fund. Such monetary penalty shall be assessed as a daily fine of two hundred fifty dollars (\$250.00) per day per violation until proof of compliance has been provided to the city. The monetary penalty shall not be subject to mitigation or otherwise modified by any body or board, including but not limited to the code enforcement special magistrate.

(3) Required non-residential use.

- a. Thirty-five percent (35%) of the total square footage of the qualifying development shall be devoted to principal non-residential uses that are not dedicated to, or exclusively accessible by, the on-site residential uses. Residential community amenities, or non-residential uses open only to residents of the qualifying development are not considered non-residential uses.
- b. Non-residential uses shall be limited to those uses permitted in the zoning district or land use module regulations applicable to the land on which the qualified project is located.
- c. The developer of a qualifying development shall be entitled to count the affordable housing units within the development to support a request for deferred payment of the housing linkage fee for the non-residential

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development pursuant to Section 13-114, "Alternatives to payment of affordable housing linkage fee," of this Code.

1. The fees shall be considered waived in full thirty (30) years after issuance of the final affordable housing unit in the qualifying development.
2. The fees shall be considered deferred and shall become due and payable in full by the then-current owner of the development if and when the development does not comply with the affordable housing requirements of this section after notice and ninety (90) days to cure. Subject to applicable notice and cure provisions, such payment shall be made in full within thirty (30) days following the date on which the development no longer qualifies as a qualified development under this section. Late payments shall accrue interest at the maximum rate permitted by law until fully paid. This is in addition to any other enforcement action pursuant to code or agreement.
3. The terms of the developer's agreement required by Section 13-114, "Alternatives to payment of affordable housing linkage fee," may be incorporated into the covenant required by this section on qualifying development.

(4) Allocation of shared space square footage.

- a. Lobby, service areas, and amenity areas exclusively serving the residential uses of a qualifying development shall be considered residential square footage.
- b. Common ground floor lobby, service areas, and amenity areas within a structure housing both residential and non-residential uses shall be proportionately allocated to the residential and non-residential square footage requirements.

(5) Site Design.

- a. Qualifying developments must locate all non-residential uses on the same (or unified) plot.
- b. Qualifying developments located on land zoned industrial must locate all non-residential uses in a structure separate from any residential uses. Structures used for industrial purposes need to be buffered and setback from the residential structures in the same manner, applying setbacks, landscape buffers, and other applicable regulations as if the residential structures were on a separate site, to ensure compatibility between residential and industrial uses.

(6) Development standards.

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a. The following standards are applicable to all qualifying developments regardless of the zoning district they are located in:

1. Maximum density and height

- (i) With respect to the residential component of a qualifying development, the maximum density shall be the highest allowed density on any land in the city where residential development is allowed by right, without incorporation of any bonus density.
- (ii) The maximum height shall be the highest currently allowed for a commercial or residential development within the city and within one (1) mile of the proposed development, or three (3) stories, whichever is higher.

2. Minimum air conditioned dwelling unit size:

- (i) Studio or One (1) bedroom: Eight hundred and fifty (850) square feet;
- (ii) Two (2) bedrooms: One thousand two hundred (1,200) square feet;
- (iii) Three (3) or more bedrooms: One thousand four hundred (1,400) square feet for the first three (3) bedrooms, plus one hundred fifty (150) square feet for each additional bedroom/den.

3. All other applicable land development code development standards unless specifically regulated in this section or the MainStreet Design Standards if applicable.

b. Qualifying development within the MainStreet Regional Activity Center (RAC) shall comply with the MainStreet Design Standards, as applicable.

c. Qualifying development outside but within one (1) mile of the RAC shall comply with the MainStreet Design Standards, as applicable or as provided in Table 13-363-1.

d. Qualifying development located more than one (1) mile from the RAC shall comply with the development regulations provided in Table 13-363-1.

TABLE 13-363-1
Development Regulations
for Qualifying Development within
Commercial, Industrial, PCD, PUD,
or PMDD Zoning Districts

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<u>DEVELOPMENT REGULATION</u>	<u>LOCATION</u>	
	<u>Qualifying Development located outside but within one (1) mile of the RAC</u>	<u>Qualifying Development more than one (1) mile from the RAC</u>
<u>Required setbacks and yards*:</u>		
<u>Minimum front yard setback</u>	MainStreet Design Standards	Twenty five (25) ft. for buildings up to twenty (20) feet or one (1) story in height. For increased height above twenty (20) feet, each yard shall be increased to an amount equal to one-half (1/2) the height of the building, whichever is greater.
<u>Abutting all public road rights-of-way within or adjacent to the development</u>	25 ft	Twenty five (25) ft. for buildings up to twenty (20) feet or one (1) story in height. For increased height above twenty (20) feet, each yard shall be increased to an amount equal to one-half (1/2) the height of the building, whichever is greater.
<u>Adjacent to development perimeter</u>	25 ft	Twenty five (25) ft. for buildings up to twenty (20) feet or one (1) story in height. For increased height above twenty (20) feet, each yard shall be increased to an amount equal to one-half (1/2) the height of the building, whichever is greater.
<u>Adjacent to perimeter that borders 100' canal*</u>	15 ft	15 ft
<u>Roadway buffer along roads classified as minor collectors and greater</u>	15 ft*	15 ft*
<u>Fence or wall</u>	MainStreet Design Standards	No fence or wall closer than 15 ft to right of way
<u>Minimum building separation</u>	MainStreet Design Standards	10 ft per story
<u>Landscape area between buildings, parking and vehicular use areas</u>	MainStreet Design Standards	10 ft
<u>Minimum open space</u>	35% of gross area	35% of gross area
<u>Maximum building length</u>	300 ft	300 ft

* No portion of any required setback may be used for buildings, parking, or other vehicular use area except for accessways.

(7) Parking. Parking shall be provided as required by the city code, or if the qualifying development is located within the RAC, the MainStreet Design Standards.

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- a. Parking garages, if used, must be screened and shall not be located along roadway frontages.
- b. A qualifying development that is not located within the RAC, but that is located within a one-half mile (1/2) of a major transit stop, as determined by the city, may request up to a five percent (5%) reduction in the total parking requirements, and such request shall be evaluated based on site conditions and the following criteria:
 - 1. There is a continuous public sidewalk or multi-use path from the proposed qualifying development to the major transit stop (or the proposed qualifying development will provide such continuous path); and
 - 2. The proposed qualifying development provides onsite and offsite enhancements to pathways and sidewalks to support pedestrian comfort and other improvements/techniques to achieve the same goal, including, but not limited to: incorporating canopy trees; distinctive pavement; identity, wayfinding, and directional signage; transit infrastructure; and shaded rest areas furnished with appropriate street furniture.

(8) Regulatory Compliance.

- a. In addition to the provisions set forth herein, qualifying developments shall comply with all other land development regulations applicable to multi-family developments.
- b. All aspects of the qualifying development shall be consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable use, height, and density.
- c. Compliance with applicable laws and regulations. In addition to the provisions set forth herein, qualifying developments shall comply with all other applicable state and local laws and regulations.

(9) Expiration or loss of qualifying development status.

- a. Loss for failure to meet affordability requirements.
 - 1. An approved qualifying development project which fails to maintain the required number of affordable dwelling units and does not comply with the affordable housing requirements of this section after notice and ninety (90) days to cure, shall be considered non-conforming as to all portions of the development that do not comply with use and development regulations applicable based on the assigned zoning designation.

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2. All deferred housing linkage fees shall be due and payable in full upon a determination of non-conforming status for failure to meet the affordable housing requirements of this section.
 3. Subject to applicable notice and cure provisions, such payment shall be made in full within thirty (30) days following the date on which the development no longer qualifies as a qualifying development under this section. Late payments shall accrue interest at the maximum rate permitted by law until fully paid. This is in addition to any other enforcement action pursuant to code or agreement.
- b. Expiration of covenant. A qualifying development, for which a covenant guaranteeing affordable housing has expired, shall be considered:
1. A legal conforming use, so long as the development maintains the same levels and standards of affordable housing.
 2. A legal non-conforming use, if the number of required affordable dwelling units originally required under the covenant are not maintained as affordable.
 3. Subject to Chapter 13, "Land Development Code," Division 6, "Nonconforming uses and structures."

Section 3: Amendment. That the Code of Ordinances of the City of Coconut Creek, Florida, shall be amended by amending Chapter 13, "Land Development Code," Article III, "Zoning Regulations," Division 5, "Site Plan Review Requirements," Section 13-546, "Approval Required," to read as follows:

Sec. 13-546. - Approval required.

- (a) Construction—~~Except as provided in subsection 13-546(2) below regarding certain qualifying development projects, construction~~ or improvement on any site may commence only following approval of a site plan by the city commission. All construction and improvements shall conform to such approved site plan.
- (b) Qualifying development projects developed pursuant to Section 166.04151(7), Florida Statutes, shall be processed administratively under Section 13-551, "Site Plan Review Procedures for Applications Pursuant to Section 166.04151(7), Florida Statutes."

Section 4: Amendment. That the Code of Ordinances of the City of Coconut Creek, Florida, shall be amended by amending Chapter 13, "Land Development Code," Article III, "Zoning Regulations," Division 5, "Site Plan Review Requirements," to create Section 13-551, "Site Plan Review Procedures for Applications Pursuant to Section 166.04151(7), Florida Statutes," to read as follows:

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Sec. 13-551. - Site plan review procedures for applications pursuant to Section 166.04151(7), Florida Statutes.

(a) Preplan review. The applicant shall review the proposed site plan with the director of sustainable development, or designee, to confirm general compliance with the requirements of Section 13-363, "Development pursuant to Section 166.04151(7), Florida Statutes, under the Live Local Act," the land use designation, zoning and application provisions of the city code and Section 166.04151(7), Florida Statutes, as amended from time to time.

(b) Filing.

(1) Application. The applicant shall submit the proposed site plan to the director of sustainable development, or designee. The application shall include:

- a. All information and be in the form as provided in Section 13-548, "Required form and information on site plan."
- b. Dwelling unit breakdown, including number of bedrooms and unit sizes.
- c. Color renderings of all building elevations.
- d. An affidavit of Commitment. The applicant must file an Affidavit of Commitment, in a form provided by the city, to record a covenant detailing the affordable housing restrictions (and to comply with the monitoring and compliance requirements of the city). The covenant will detail income mix and required affordability, with a release provision ensuring that the covenant is in place for thirty (30) years from temporary certificate of occupancy (TCO) or certificate of occupancy (CO) and may only be released earlier by bringing the project into full compliance with all zoning and land use provisions applicable to the site at the time of the release. The city will provide the form covenant and monitoring and compliance forms upon submittal of the application.
- e. Legal documents demonstrating unified control of the proposed development site and providing for maintenance and cross-access as applicable.
- f. A specific purpose survey demonstrating the one (1) mile distance for the proposed height determination (unless the comparator site is so obviously close to render this unnecessary) with a brief analysis of the comparator site.
- g. A brief analysis of the comparator site for the proposed density determination.
- h. Easily visible notes on the site plan legend or data sheet, indicating the project is a Live Local Act, Section 166.04151(7), Florida Statutes, project.

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i. A table, or tables, indicating the ratio of residential and non-residential square footage and affordable and market rate residential units.

(2) Fees. The director of sustainable development, or designee, will compute the required filing and review fees. Such fees are due upon the date of submittal and are established in accordance with Division 4, "Fee Schedules," of Article I of this Chapter 13, "Land Development Code." The applicant shall also digitally submit eight (8) identical copies of a proposed preliminary engineering plan for the site that complies with the requirements of Section 13-167, "Preliminary engineering plan."

(c) Review and recommendation by the development review committee.

(1) Committee members and departments responsible for development application review shall submit written recommendations to the director of sustainable development, or designee, according to a review schedule established by the city manager, as amended from time to time.

(2) The applicant will be notified in writing of comments concerning the site plan submission. Revisions, additions, or corrections will be reviewed together by the director of sustainable development, or designee, the development review committee, and the applicant. Required revisions and any other information required by the director of sustainable development, or designee, and the development review committee shall be resubmitted by the applicant within thirty (30) days of the review. Failure of any applicant to submit information or revised plans as required above shall result in cancellation of the application unless an extension is agreed to by the applicant and the director of sustainable development, or designee. The applicant may also submit a waiver on a form provided by the city. Further, the applicant will be required to resubmit an application, including review fees according to Division 4, "Fee Schedules," of Article I of this Chapter 13, "Land Development Code." Applicants may withdraw an application at any time.

(3) Any fees collected in conjunction with development review are nonrefundable.

(d) Administrative review.

(1) The director of sustainable development, or designee, shall review the development review committee comments, applicant responses, and final proposed plans and façade renderings, and based on compliance with the city's land development regulations, comprehensive plan, and applicable state laws, shall approve, approve with conditions, or deny the final site plan and issue a written development order, including findings supporting the decision. The decision of the director of sustainable development, or designee, may be appealed to the city commission pursuant to Section 13-34, "Appeals."

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(2) If the proposed project does not meet the city's land development regulations, excepting use, height, or density as preempted by state law, the applicant may apply for a variance or other procedure and shall follow those procedures as provided in the code, including review by the development review committee, planning and zoning board, and city commission.

(e) *Modifications to approved site plan.* Modifications to a site plan approved under this section may be permitted by the administrative approval of the director of sustainable development, or designee. Proposed modifications shall be reviewed by the development review committee, as provided in subsection 13-551(3) above if the director of sustainable development, or designee, determines the modification:

(1) Substantially alters the intent and character of an approved site plan;

(2) Proposes any additional structures other than a structure clearly accessory to a principal use or structure;

(3) Generates additional off-street parking or intrudes into approved off-street parking areas;

(4) Substantially alters approved on- or off-site schematic engineering; or

(5) Substantially alters the intent and character of an approved landscape plan.

(f) *Expiration or extension of site plan approval.* A site plan approval shall expire eighteen (18) months following the date of approval unless a building permit for a principal building as required by the applicable Florida Building Code has been issued to the applicant and kept in force. One (1) twelve (12) month extension of the site plan approval may be granted by the director of sustainable development, or designee, if all applicable planning, building, zoning, and engineering regulations in effect at the time of the original site plan approval remain unchanged. An extension shall only be granted when an applicant has applied for an extension during the original effective period of the site plan and a determination that the project development is proceeding with due diligence has been made by the director of sustainable development, or designee. Upon expiration of a project under this section, the property will be governed by the entitlements allowed under the property's zoning without the benefit of the preemptive provisions of Section 166.04151(7), Florida Statutes.

(g) *Denial.* Denial of an application shall preclude the applicant from refiling the same application for twelve (12) months from the date of denial.

Section 5: Amendment. That the Code of Ordinances of the City of Coconut Creek, Florida, shall be amended by amending Chapter 13, "Land Development Code,"

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Article I, "Administration, Regulations and Procedures," Division 3, "Implementation Procedures," Section 13-34, "Appeals," to read as follows:

Sec. 13-34. - Appeals.

An appeal is a process for review and modification of any action, which, if not appealed, would be final. An appeal shall be conducted as a new evidentiary hearing via de novo review in accordance with the city's quasi-judicial procedures and shall not be limited to the record below.

- (1) Rule: An appeal may be made of an administrative interpretation; or of any finding made by an approving body; or, of a decision made by an approving body. The appeal of an administrative official's interpretation, ~~or application of the land development code, shall first be presented to the planning and zoning board and may subsequently be appealed to the city commission; an appeal of the planning and zoning board's~~ action or decision on a development application shall be made to the city commission. All such actions or decisions are appealable unless an appeal is expressly prohibited. An appeal may be made by an aggrieved party. For purposes of this section, an aggrieved party is defined as any owner or tenant of land situated within five hundred (500) feet of land subject to the proposed action under the city's land development code that has been or will be adversely affected by the decision under the city's land development code; or any person who can show that they have a substantial interest in property that has been or will be adversely affected by a decision on the proposed action.
- (2) Required information: An appeal by an aggrieved party must be made in writing, directed to the city clerk, and must provide the following information including the appropriate processing fee as specified in section 13-81:
 - (a) Identification of the action which is being appealed;
 - (b) Identification of who or what board took the action and the date it was made;
 - (c) The basis of the appeal;
 - (d) The relief being sought; and
 - (e) The name of the aggrieved party, the aggrieved party's substantial interest in the matter and how the decision has adversely affected the aggrieved party.
- (3) Procedure: The following procedures shall be adhered to in the processing of any appeal:
 - (a) The city clerk or designee must receive the letter of appeal with the required information set forth above from the aggrieved party within ten (10) working days of the date of the action being appealed.

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- (b) Upon receipt of a timely filed and sufficient letter of appeal, the city clerk or designee shall place the appeal on the agenda for consideration of the appeal at the next regular meeting of the ~~body who is to act upon it~~ city commission, provided that the appeal was received in time for proper placement on that agenda. In any event, a properly filed letter of appeal shall be scheduled for hearing no later than ninety (90) working days from the date it was received by the city clerk.
- (c) The director of sustainable development shall ensure compliance with any necessary public notification procedures required under the original action or application. Costs for such public notification will be assessed to the aggrieved party in the same manner as the applicant under the original action or application.
- (d) The aggrieved party shall present the appeal at the public hearing for which the appeal hearing is scheduled. The appellee may present reasons or documentation in support of the initial decision.
- (e) The ~~reviewing body~~ city commission must consider the appeal at which time the appeal may be granted, denied, or set for further consideration upon a majority vote.

(4) Conditions:

- (a) The granting of an appeal pertaining to an administrative official's interpretation or application of the city's land development code is not subject to conditions.
- (b) The granting of an appeal pertaining to a decision on a development application may be conditioned in the same manner as the development application may have originally been conditioned.

(5) Findings:

- (a) The granting of an appeal pertaining to an administrative official's interpretation or application of the city's land development code requires only a finding that the administrative officer was incorrect in the application of the regulation.
- (b) The granting of an appeal pertaining to a decision on a development application must consider those items upon which a finding is required and the reviewing body must make findings on those items.

(6) Stay of previous action:

- (a) General: Whenever an appeal is pending, the action being appealed shall be stayed, i.e. the development application or appealed part thereof shall be considered neither approved nor denied.
- (b) Proceeding at risk: If an appeal is initiated for an action that is precedent for another action (e.g. site plan approval preceding plat approval), the applicant may proceed

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with the submittal and processing of further development applications but only at his or her own risk.

- (7) Decision: ~~A reviewing body~~ The city commission, sitting in its appellate capacity, hearing an appeal shall file its written findings and decision with the city clerk or designee within thirty (30) days of the appellate hearing. An appeal from a decision made by ~~a reviewing body of last resort~~ the city commission pursuant to this section shall be handled exclusively by judicial review in the Seventeenth Judicial Circuit Court, in and for Broward County, Florida, and shall be filed within thirty (30) days from the date of the filing of the final reviewing body's written order with the city clerk or designee.

Section 6: Zoning in progress. That pursuant to the pending ordinance doctrine, set forth in *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the pending ordinance doctrine and declares zoning in progress concerning the zoning and land development regulations governing the development of affordable housing projects proposed on properties located in commercial, industrial, PUD, PCD, or PMDD zoning districts. All property owners and developers should be aware that provisions of the pending ordinance not yet adopted by the City Commission may be applied to any proposed development applications and any development applications may be delayed until the adoption and effectiveness of this ordinance; thus, property owners and developers should not rely on existing land development regulations in making investment and development related decisions.

Section 7: Conflicts. That all ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 8: Severability. That should any section or provision of this ordinance or any portion thereof, any paragraph, sentence, clause or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part hereof other than the part declared invalid.

Section 9: Codification. That the provisions of this ordinance shall be codified within the Code of Ordinances of the City of Coconut Creek, Florida, and any paragraph or section may be renumbered to conform with the Code of Ordinances.

Section 10: Effective Date. That this ordinance shall become effective upon its passage on second and final reading.

PASSED FIRST READING THIS 14TH DAY OF SEPTEMBER, 2023.

PASSED SECOND READING THIS 28TH DAY OF SEPTEMBER, 2023.

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Attest:

Joshua Rydell, Mayor

Joseph J. Kavanagh, City Clerk

	<u>1st</u>	<u>2nd</u>
Rydell	<u>Aye</u>	<u>Aye</u>
Welch	<u>Aye</u>	<u>Aye</u>
Railey	<u>Aye</u>	<u>Aye</u>
Brodie	<u>Aye</u>	<u>Aye</u>
Wasserman	<u>Aye</u>	<u>Aye</u>

CODING: Words in ~~strike through~~ type are deletions from existing text.
Words in underline type are additions to existing text.
Asterisks (***) indicate existing text not shown.

20

**CITY OF WESTON, FLORIDA
ORDINANCE NO. 2023-09**

AN ORDINANCE OF THE CITY OF WESTON, FLORIDA, CREATING PART 5, "LIVE LOCAL ACT" OF CHAPTER 125, "LAND DEVELOPMENT" RELATING TO AFFORDABLE HOUSING REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, First, on March 29, 2023, the Governor signed into law Senate Bill 102 "Live Local Act" codified at Chapter 2023-17, Laws of Florida, which is broad ranging legislation intended to streamline and incentivize affordable housing developments within the State of Florida (the "Act"); and

WHEREAS, Second, the Act preempts certain use, density, and height regulations for qualifying developments that provide for the development of affordable multi-family rental housing in commercial, industrial, and mixed-use areas; and

WHEREAS, Third, the City Commission supports affordable housing and finds it necessary to revise the City Code in order to establish equitable and respectful regulations for the development of mixed income developments as well as to implement the provisions of the Act; and

WHEREAS, Fourth, Section 7.10 of the City Charter requires that all multi-family and non-residential site plans, as well as any amendments to such site plans (except minor amendments as defined by ordinance), must be received at a public hearing and receive prior approval from the City Commission; and

WHEREAS, Fifth, in order to be consistent with the provisions in the City Charter requiring a public hearing for multi-family and non-residential site plans approved by the City Commission, the City Commission desires to require that all site plans, submitted in accordance with the Act, must be received at a public hearing before the City Manager and receive prior administrative approval from the City Manager; and

WHEREAS, Sixth, the Act provides that, if a municipality has designated less than 20 percent of the land area within its jurisdiction for commercial or industrial use, it is only required to allow multi-family development pursuant to the Act as part of a mixed-use residential development; and

WHEREAS, Seventh, given that less than 20 percent of the land area of the City is designated for commercial and industrial use, any development of land approved pursuant to the Act must consist of a mixed-use residential project as defined in the Act; and

WHEREAS, Eighth, the City Commission, in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

WHEREAS, Ninth, after review and consideration, the City Commission desires to adopt the proposed amendments; and

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1 WHEREAS, Tenth, the City Commission finds that it is in the best interest of the residents of
2 the City to adopt this Ordinance.

3
4 NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Weston, Florida:

5
6 **Section 1.** The foregoing “Whereas” clauses are hereby ratified and incorporated as the
7 legislative intent of this Ordinance.

8
9 **Section 2. Recommendation of Approval by the Local Planning Agency.**

10
11 The City Commission, in its capacity as the Local Planning Agency, has reviewed the proposed
12 Ordinance and recommends approval.

13
14 **Section 3. Amendment to Chapter 125.**

15
16 Chapter 125, “Land Development,” of the Code of Ordinances of the City of Weston, is
17 amended to read as follows:

18 **PART 5: LIVE LOCAL ACT**

19
20 **§ 125.70 APPLICABILITY.**

21
22 125.70(A) **Generally.** The provisions of this Part shall apply to any application for the Development of
23 land authorized under Section § 166.04151(7), Florida Statutes.

24
25 125.70(A)(1) **Applicability.** Except as otherwise provided, any application for the Development of land
26 shall comply with all applicable procedures and requirements of the City Code. Only properties within
27 the Commercial (C-1), Industrial (I-1), and PECD zoning districts are eligible to use the provisions of
28 Section § 166.04151(7), Florida Statutes.

29
30 **§ 125.71 SITE PLAN REVIEW.**

31
32 125.71(A) **Generally.** Review of a site plan is required prior to any Development of land.

33
34 125.71(B) **Approval authority.**

35
36 125.71(B)(1) **Administrative review.** A site plan that complies with Section 166.0451(7), Florida Statutes
37 and the applicable City Code provisions shall be subject to administrative approval, after a public
38 hearing, by the City Manager.

39
40 **§ 125.72 DENSITY.**

41
42 Any Development of land shall not exceed the highest allowed density permitted under Section
43 §166.04151(7), Florida Statutes.

44

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1 **§ 125.73 HEIGHT.**

2
3 Any Development of land shall not exceed the maximum Height permitted under Section
4 §166.04151(7), Florida Statutes.

5
6 **§ 125.74 DEVELOPMENT STANDARDS AND CRITERIA.**

7
8 **125.74(A) General Requirements.** In order to be eligible for administrative review, the Development of
9 land shall comply with the land development regulations for the multi-family zoning district which sets
10 the Height for the proposed Development; provided however, a Development that is 3 stories or less shall
11 comply with the land development regulations for the MF1 zoning district.

12
13 **125.74(B) Equivalent Treatment of all Dwelling Unit Requirements.** All affordable Dwelling Units and
14 market rate Dwelling Units shall be located within the same structure. All Common Areas and
15 amenities shall be accessible and available to all residents (both affordable and market rate Dwelling
16 Units). Access to the required affordable Dwelling Units shall be provided through the same principal
17 entrance(s) utilized by all other Dwelling Units in the development. In addition, the sizes and number
18 of bedrooms in the affordable Dwelling Units shall be proportional to the square footage and number
19 of bedrooms in the market rate Dwelling Units (e.g., for number of bedrooms, if 25 percent of the
20 market rate Dwelling Units consist of two bedrooms, then 25 percent of the affordable Dwelling Units
21 shall also have two bedrooms.

22
23 **125.74(C) Mixed-Use Residential.** Any site plan that is administratively approved pursuant to this Part
24 shall consist of a mixed-use residential project in accordance with the provisions of Section §
25 166.04151(7), Florida Statutes.

26
27 **125.74(D) Unified Lot.** All residential and non-residential components of the site plan shall be located
28 on the same or unified Lot.

29
30 **125.74(E) Criteria.**

31 No site plan shall be administratively approved unless and until the City Manager has determined, after
32 a public hearing, that the site plan complies with the criteria provided in Section 125.04(B) of the City
33 Code.

34
35 **§ 125.75 REQUIREMENTS FOR ADVERTISING AND NOTICE.**

36
37 In addition to any applicable advertising and notice requirements of Florida Statutes, the advertising
38 and notice requirements of Section 125.06 of the City Code shall apply to all applications that are
39 submitted for approval pursuant to this Part.

40
41 **§ 125.76 AFFORDABILITY COMMITMENT.**

42
43 Pursuant to Section § 166.04151(7), Florida Statutes, at least 40 percent of the multi-family residential
44 Dwelling Units shall remain affordable, as defined in Section 420.0004, Florida Statutes, for a period
45 of at least 30 years. This requirement shall be incorporated as a condition into any administrative
46 approval. Furthermore, as a prerequisite to the issuance of a building permit, the Owner shall execute
47 and deliver to the City for recordation in the public records, on a form approved by the City Attorney,

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1 a covenant, declaration of restriction, or other deed restriction in favor of the City ensuring compliance
2 with this affordability requirement.

3
4 **§ 125.77 APPEAL.**

5
6 Any substantially affected Person may appeal, pursuant to Section 124.69 of the City Code, an
7 administrative order, decision, approval, or interpretation in the enforcement of the regulations of this
8 Part.

9
10 **Section 4. Codification.**

11
12 It is the intention of the City Commission that the provisions of this Ordinance become and be
13 made part of the City Code, and that the Sections of this Ordinance and Code may be renumbered or
14 relettered and the word “ordinance” may be changed to “section” or such other appropriate word or
15 phrase to accomplish such intentions.

16
17 **Section 5. Severability.**

18
19 Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be
20 declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of
21 this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

22
23 **Section 6. Conflict.**

24
25 That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of
26 Ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to
27 the extent of such conflict.

28
29 **Section 7. Effective Date.**

30
31 This Ordinance shall become effective upon passage and adoption.

32
33 PASSED ON FIRST READING June 20, 2023.

34
35 PASSED AND ADOPTED ON SECOND READING July 5, 2023.

36
37
38 CITY COMMISSION
39 CITY OF WESTON, FLORIDA

40
41
42 _____
43 Margaret Brown, Mayor

44 ATTEST:

45
46 _____
47 Patricia A. Bates, MMC, City Clerk

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1
2
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7

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>

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#79428 v2 Ordinance No. 2023-09
Final

Page 5 of 5

ORDINANCE NO. 2024_____

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 21 "ZONING," OF THE CODE OF ORDINANCES TO ESTABLISH PROCEDURES AND REGULATIONS TO IMPLEMENT SECTION 166.04151(7), FLORIDA STATUTES, AS CREATED BY CHAPTER 2023-17, LAWS OF FLORIDA (THE LIVE LOCAL ACT OF 2023) FOR DEVELOPMENT OF STATUTORILY AUTHORIZED MIXED-USE MULTIFAMILY RESIDENTIAL DEVELOPMENT INCLUDING AFFORDABLE HOUSING; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, EXPIRATION, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Bal Harbour Village (the "Village") Council finds it periodically necessary to amend its Code of Ordinances (the "Village Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, Laws of Florida, known as the Live Local Act of 2023 (the "Live Local Act" or the "Act"), in relevant part, requires municipalities to permit mixed-use multifamily residential development in areas zoned for commercial use if at least 40% of the multifamily residential units are, for a period of at least 30 years, affordable as defined in Section 420.0004, Florida Statutes; and

WHEREAS, the Live Local Act expires on October 1, 2033; and

WHEREAS, the Village seeks to amend Chapter 21 by defining terms and revising regulations and procedures to implement the requirements of the Live Local Act, as it may be amended, for the period of time in which it is effective; and

WHEREAS, the Village has one commercial zoning district, the B Business District, in which the Live Local Act applies (no industrial or mixed use zoning districts), and the B Business District does not allow residential use; and

WHEREAS, Section 166.04151(7)(f), Florida Statutes, provides that, if a municipality has designated less than 20% of the land area within its jurisdiction for commercial or industrial use, it is required to allow multifamily development pursuant to the Act as part of a mixed-use development, and the Village finds and determines that less than 20% of the Village's land area is designated for commercial use; and

WHEREAS, the Act requires that such mixed-use multifamily development (“LLA Development”) involve a combination of residential and nonresidential components, as well as a minimum 40% percentage of residential dwelling units that qualify as affordable housing units; and

WHEREAS, the Act requires that the residential component of LLA Development must be a minimum of 65% of the total square footage of the LLA Development; and

WHEREAS, the Act contains self-executing provisions regarding LLA Development that affect the application of the list of permitted uses and the density and height regulations applicable to such development in commercial zoning districts, and the Village hereby acknowledges and incorporates those mandatory provisions into this Ordinance for ease of reference; and

WHEREAS, rather than rely on administrative interpretation and for ease of reference, it is appropriate to amend the B Business District of the Village’s zoning code in Chapter 21 to specifically reference the statutorily permitted uses and statutorily mandated regulations and processes for LLA Development; and

WHEREAS, the Village finds it appropriate and in the public interest that the land development regulations applicable to LLA Development be based on those regulations applicable to development of residential uses in the OF Oceanfront District, because it is the Village’s only zoning district that allows more than 45 feet in height; greater height is available for development in the B Business District, and the Act’s height preemption introduces the potential for much greater height for LLA Development than is already allowed in the B Business District; and

WHEREAS, the Planned Development option for development in the OF Oceanfront District requires a discretionary rezoning decision of the Village Council, based on the negotiation of a site plan and development agreement that establish development standards which may vary from the OF Oceanfront District standards, so it is therefore not relevant to the application of the Act in the Village; and

WHEREAS, certain modifications to the OF Oceanfront District standards are necessary for them to be applied to LLA Development in the B Business District because mixed use development is not allowed in the OF Oceanfront District as of right; and

WHEREAS, the addition of LLA Development to an existing B Business development is a change that triggers the requirement of the B Business District for a major site plan amendment; and

WHEREAS, the Act provides that LLA Development must be “administratively approved” if it satisfies the Village’s regulations for multifamily developments, and is otherwise consistent with the Village’s Comprehensive Plan and Code requirements (aside from the use, height and density preemptions of the Act), and the Village requires submission of a major site plan amendment pursuant to Section 21-322 of the B Business District of the Code in order to determine that these other requirements are satisfied; and

WHEREAS, the major site plan process requires Village Council approval, but the minor site plan process requires an administrative approval by the Village Manager considering the review and recommendation of the Village’s Architectural Review Board, and is therefore the process most similar to the requirements of the Act and most suitable for LLA Development; and

WHEREAS, the purpose of this Ordinance is to provide uniformity, clarity and predictability to the Village’s implementation of the Act, and the Village therefore determines that it is appropriate for all applications for LLA Development to be processed in accordance with the regulations herein, regardless of the timing of such application or submission, and that any application for LLA Development submitted after the effective date of the Act but before the effective date of this Ordinance shall be subject, and processed pursuant to this Ordinance; and

WHEREAS, it is the intention of the Village to comply with the Act by adoption of this Ordinance, and provide for affordable housing for Village residents of a quality and character respectful of the dignity of Village residents, that is not discriminatory to any resident in terms of their access to the amenities and quality of development in which they reside; and

WHEREAS, the Village Council specifically finds and determines that this Ordinance is necessary to facilitate the orderly development of affordable multifamily housing pursuant to the Act; identify the B Business District as the sole zoning district in the Village eligible for LLA Development; confirm that LLA Development must be mixed-use

residential rather than solely residential as provided by the Act; confirm which land development regulations are applicable to LLA Development, while incorporating the statutory mandates as to density, height and use; confirm the minimum dwelling unit square footage of the residential component in order to provide reasonable living conditions; provide a minimum commercial square footage of 35% to preserve the primary purpose of the B Business District and ensure that the statutory mandate for mixed-use is meaningful; confirm the maximum Floor Area Ratio for LLA Development and how it applies to Parking Structures; and designate the B Business District minor site plan process as the administrative approval process for LLA Development, including provisions for appeals of administrative decisions; and

WHEREAS, the Village Administration recommended approval of this Ordinance in its report for the February 20, 2024 Village Council meeting; and

WHEREAS, the Village Council, sitting as the Local Planning Agency, has reviewed this Ordinance at a duly noticed public hearing in accordance with law on _____, 2024, determined that this Ordinance is consistent with the Village's Comprehensive Plan, and recommended approval; and

WHEREAS, the Village Council conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Village Council has determined that this Ordinance is consistent with the Village's Comprehensive Plan and in the best interest of the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Village Code Amended - Chapter 21, Article III, Division 11. That Chapter 21 "Zoning," Article III "District Regulations," Division 11 "B Business District" of the Code of Bal Harbour Village, Florida, is hereby amended to read as follows:¹

¹ Additions to existing Village Code text are shown by underline; deletions from existing Village Code text are shown by ~~striethrough~~. Any changes between first and second reading are shown by highlighted double underline and ~~double striethrough~~ font.

CHAPTER 21. - ZONING

* * *

ARTICLE III. - DISTRICT REGULATIONS.

* * *

DIVISION 11. - B BUSINESS DISTRICT.

Sec. 21-316. - Permitted uses.

No Building or land shall be used in the B Business District and no Building shall be erected, constructed, reconstructed or structurally altered which is designed, arranged, or intended to be used for any purpose, unless otherwise provided for in this chapter, except for one or more of the following permitted, ~~or~~ conditional or statutory uses:

* * *

(c) Statutory uses: Mixed Use multifamily development pursuant to the Live Local Act of 2023, Chapter 2023-17, Laws of Florida, as it may be amended. For purposes of this section, "Mixed Use" means a combination of residential uses and their amenities with nonresidential uses, where the percentage of FAR devoted to nonresidential uses exceeds 35% of the total FAR. The nonresidential uses shall be those uses allowed as permitted or conditional uses provided in subsections (a) and (b) above.

* * *

Section 21-318. Maximum Building Height.

Except as set forth herein, no Building or Structure in the B Business District shall exceed 56 feet or three Stories in Height, whichever is less. No Parking Structure shall exceed 56 feet or five Stories above the surface parking level in Height, whichever is less. Any Parking Structure which exceeds 36 feet or three Stories shall require a public hearing in accordance with the procedures set forth in Sections 21-51 and 21-52 and the standards set forth in Section 21-53(a). Notwithstanding any other limitation herein, for any

assemblage of contiguous Lots now or hereafter owned by the same owner in the Business District which contains five or more contiguous acres, an area not to exceed 42,600 square feet thereof may, after a public hearing in accordance with the procedures set forth in Sections 21-51 and 21-52 and the standards set forth in Section 21-53(a), contain Structures not to exceed 69 feet in Height. Except as provided below, when a parapet wall is provided, the vertical distance shall be measured from the highest point of any street bounding the property to the highest point of the parapet wall. Parapet walls shall not exceed four feet in Height as measured from the highest point of the roof to the highest point of the parapet wall. Except as otherwise provided herein, a "Story" of a Structure shall be considered to be no greater than 19 feet in Height and a "Story" of a Parking Structure shall be considered to be no greater than 11 feet six inches in Height. For development pursuant to the Live Local Act of 2023, Chapter 2023-17, Laws of Florida, the Village will comply with the building height requirements set forth in section 166.04151(7), F.S., as it may be amended from time to time.

Section 21-319. Yards; Setbacks.

* * *

(b) Front Yard Setback.

(1) Front Yard Setback for Commercial Development. The following front Yard Setbacks shall be maintained for commercial development of uses permitted in the B Business District as permitted or conditional uses:

- a. From Collins/Bal Harbour Boulevard and Harding Avenues: 1. 50 feet for Buildings occupied and used for the sale of merchandise or services at retail. 2. 100 feet for Parking Structures and all other Structures.
- b. From 96th Street: 7.5 feet for all Buildings, Parking Structures and all other Structures.
- c. From Bal Bay Drive: 20 feet for all Buildings, Parking Structures and all other Structures.

d. From Park Drive: 100 feet for all Buildings, Parking Structures and all other Structures.

e. From Bal Cross Drive: 50 feet for all Buildings, Parking Structures and all other Structures.

(2) Front Yard Setback for Live Local Act Development. To ensure that the appearance and scale of all taller buildings are consistent as to appearance and separation from the right of way and surrounding uses, the following front Yard Setbacks from the OF Oceanfront District shall be maintained for development pursuant to the Live Local Act (which allows additional height for mixed use or residential development in the B Business District, based on the maximum building height in the OF Oceanfront District):

a. From Collins Avenue/Bal Harbour Boulevard and Harding Avenues: All buildings and structures used for residential or mixed use of 17 stories or less shall be set back a minimum of 150 feet from the right of way. Each story above the 17th story shall be set back an additional 25 feet from the story below: i.e., 18 stories, 175-foot setback; 19 stories, 200-foot setback; etc. Buildings may comply by either setting back each higher story by the minimum amount or by placing the entire building at the maximum setback from the right of way. Parking Structures used for residential or mixed use shall be set back a minimum of 100 feet from the right of way.

b. From 96th St.: 0 feet for all Buildings, Parking Structures, and all other Structures.

c. From Bal Bay Drive, Park Dr. and Bal Cross Drive: All Buildings and Structures used for residential or mixed use shall be set back a minimum of 100 feet from the property line of the listed roadways. The following requirements shall apply to such Buildings and Structures, including their Parking Structures that are taller than 56 feet (or 69 feet as provided in Section 21-318):

(i) The minimum setback shall be the height of the Building or Structure.

(ii) Each story above the 10th story shall be set back an additional 25 feet from the story below: i.e., 11 stories, 125-foot setback; 12 stories, 150-foot setback; etc.

(iii) Buildings and Structures may comply by either setting back each higher story by the minimum amount or by placing the entire Building or Structure at the maximum setback from the property line of the listed roadways.

~~(23)~~ *Interior, side and rear Yards.* There shall be interior, side and rear Yards having a width of not less than seven feet six inches on each side of a Building or Structure, including Parking Structures.

~~(34)~~ *Waterfront Setback.* There shall be a waterfront Setback of 40 feet, as measured from the outside face of the Seawall.

* * *

Sec. 21-321. - Floor Area Ratio and Density.

(a) The maximum allowable Floor Area Ratio for the B Business District shall be FAR 0.70.

(b) The maximum allowable Floor Area Ratio for the Special Business Improvement Area shall be FAR 1.22.

(c) For development pursuant to the Live Local Act of 2023, Chapter 2023-17, Laws of Florida (which allows residential development in the B Business District):

1. FAR shall be determined by the B Business District regulations; if state law later preempts the application of this FAR standard, FAR shall be as defined in Section 21-280 for the OF Oceanfront District, and shall comply with the FAR requirements of the OF Oceanfront District in Section 21-286, so that only the FAR of Parking Structures under 22 feet in height shall be exempt from the calculation of maximum FAR; and

2. The Village will comply with the density requirements set forth in section 166.04151 (7), F.S., as it may be amended from time to time, by applying the density requirements of Section 21-285(1) of the OF Oceanfront District.

Sec. 21-322. - Site plan review.

(a) Definitions and Applicability.

(1) For purposes of this section and Section 21-323, the following terms are defined:

a. *Adjacent* shall mean contiguous with, or located immediately across any roadway, right-of-way or easement from, a development site that is subject to this section.

b. *Development* shall mean (1) construction, reconstruction, conversion, structural alteration, relocation, enlargement, or demolition of a building or structure; or (2) any change in the use or intensity of use of any building, structure or use of land. When appropriate to the context, development refers to the act of development or to the result of development.

c. *Development Site* shall mean a lot, tract or parcel of land, or combination of lots, tracts or parcels of land, which has been developed or is proposed to be developed as a unified project.

d. *Municipal Building* shall mean a Building, Structure or other improvement owned by the Village.

e. *Exterior Facing* shall mean work subject to this section or Section 21-323 which faces a property which is not owned by the applicant, or is not located in the B Business District.

f. *Interior* shall mean work subject to this section or Section 21-323 which is not Exterior Facing.

(2) Site plan review and approval as hereinafter provided shall be required prior to issuance of a building permit for any new Development, modification, or redevelopment, including an amendment to a previously approved site plan, that would result in one or more of the following:

a. A horizontal shift of the exterior-facing boundaries of the existing building footprint of any Structure which results in an increase in Floor Area Ratio or lot coverage;

b. An increase in the height of any existing Structure;

c. Alterations to existing physical features affecting traffic circulation or access patterns between the site and any right-of-way; or

d. A change in use of a Structure, or any part thereof, to a Conditional Use or Statutory Use as listed in Section 21-316.

e. A reduction or relocation of more than ten percent of the parking spaces existing on a Development Site.

* * *

(4) A site plan application for LLA Development shall be presumed to be a major site plan.

Any site plan application shall be presumed to be a major site plan unless the applicant demonstrates to the satisfaction of the Village Manager or designee that the proposed Development and/or Conditional Use will not significantly alter existing impacts to Adjacent premises or significantly increase the burden on existing infrastructure or public services, in which case it shall be reviewed as a minor site plan. In evaluating such impacts, the Village Manager or designee shall consider, as appropriate for the circumstances of the application:

- a. The extent to which the Development would create or alleviate environmental problems such as air or water pollution or noise;
- b. The amount of pedestrian or vehicular traffic likely to be generated;
- c. The number of persons, including employees, likely to be present;
- d. The size of the Development;
- e. The likelihood that additional or subsidiary Development will be generated; and
- f. The extent to which the Development would create an additional demand for, or additional use of, energy, water, sewer capacity, road infrastructure, and other public services.

(b) *Application.* The application shall be in a form prescribed by the Village Manager or designee, and shall be accompanied by a current survey, detailed site plan, a description of the intended use, a conceptual building plan and elevations, preliminary engineering plans, proposed preliminary design guidelines, exterior lighting plan, and a landscaping

plan, as applicable, and in no event shall require disclosure of the name of the prospective tenant. The application shall be reviewed by the Village Manager or designee to determine whether the application involves a minor or major site plan, and whether any additional supporting documentation is required for review. A minor site plan application shall be accompanied by a nonrefundable fee of ~~\$1,02,500.00~~. A major site plan application shall be accompanied by a nonrefundable application fee of ~~\$3,5,000.00~~. The Village shall maintain a record of all costs of review of a major site plan application including, but not limited to, fees of Village staff and consultants and out of pocket costs. Prior to scheduling a major site plan application for a public hearing, the applicant shall pay the Village for all actual costs over ~~\$3,5,000.00~~. The application fee does not include the costs of advertising and public notice; all such advertising and public notice costs shall be borne by the applicant.

(c) Review of Minor Site Plan Applications.

(1) *Procedure.* A minor site plan application shall be evaluated by the Village Manager or designee, for compliance with the criteria described in sub-paragraph (f) of this section. If the Village Manager or designee determines that more information is warranted, additional materials that are reasonably related to the application may be requested from the applicant. The Architectural Review Board shall review the application in accordance with sub-paragraph (d) below, and the Board's comments and recommendation, if any, shall be provided to the Village Manager or designee. The Village Manager or designee shall review the application, and the comments and recommendations of the Architectural Review Board, if any, and shall render a final written decision on the application within 21 days of the Architectural Review Board meeting on the application. At least seven days prior to the Village Manager or designee rendering a final decision, posted notice regarding the application shall be provided on the property and at a conspicuous location at Village Hall. The posted notices shall provide that any interested person may contact the Village Clerk and request a written notice of the final decision on the application. In issuing the final decision, the Village Manager or designee may attach conditions including, but not limited to, requirements for screening or buffering, landscaping, limitations on manner, scope, and extent of operation(s), changes in proposed construction, location or

design of Buildings, and relocation of proposed open space or alteration of use of such space. The final written decision of the Village Manager or designee shall be mailed to the applicant and to any interested parties who have requested written notice of the decision, along with instructions on the process for an appeal.

(2) *Expiration.* Failure to obtain a master building permit within 12 months from the approval of a minor site plan shall render the site plan approval void.

(3) *Appeal.* If the applicant, or any other substantially affected party, disagrees with the final decision of the Village Manager or designee, the decision may be appealed by filing a written request with the Clerk accompanied by a \$1,500.00 appeal fee within 15 days of the date of issuance of the final decision. In the event of such appeal, the Village Council shall review the minor site plan application on a regularly scheduled agenda and shall have the power to approve, reverse or modify the decision of the Village Manager or designee. At its discretion, the Council may assess any portion of the costs associated with the appeal against the losing party to the appeal, or may order the appeal fee refunded to the appellant.

(d) *Advisory Review of Site Plan Applications by the Architectural Review Board.* The Architectural Review Board shall review each major and minor site plan application.

(1) *Criteria for ARB Review.* The Board shall evaluate the application under the following review criteria, and the design and aesthetic appearance of the site and Buildings. Definitions of capitalized terms shall be as defined in this Chapter and Section 5.5-2 of the Code.

a. The Exterior Building Components and External Architectural Features shall have Attractive and cohesive Architectural Character.

b. The orientation, appearance and design of External Architectural Features of new and existing Buildings and Structures, and/or additions or modifications to existing Buildings and Structures, shall indicate sensitivity to and shall be compatible with the Streetscape and Adjacent Buildings and Structures, enhance the appearance of surrounding properties, and create or maintain important view corridor(s).

c. Landscaping and paving materials shall ensure a cohesive relationship with and enhancement of the overall site plan design.

d. Buffering materials shall ensure that headlights of vehicles, noise, and light from Structures are adequately shielded from public view, Adjacent properties and pedestrian areas.

e. Colors shall be subtle and harmonious with the Landscaping and nearby Buildings and Structures. Bright or brilliant colors shall be used for accent only.

f. All rooftops of buildings with flat roof decks, including parking garage roof decks, shall be designed to minimize negative appearances by screening Mechanical Equipment and Utility Hardware, and by minimizing the ponding of stormwater through use of drains and scuppers. Rooftops shall be designed to allow for the continued maintenance of the roof surface in an attractive manner in accordance with Section 21-324.

g. Mechanical Equipment and Utility Hardware on roofs, ground or buildings shall be screened from public view with materials harmonious with the building, or shall be located so as not to be visible from streets, Waterways, service alleys, and adjoining properties. Screening shall be of such material and color so that it matches or blends with the existing roof or portion above the top floor where it is installed. This provision shall not be interpreted to require screening of Mechanical Equipment and Utility Hardware from adjoining buildings that may exceed the height of the rooftop upon which the Mechanical Equipment or Utility Hardware is installed. In this instance, only screening to the maximum height of the equipment or hardware is required.

h. The choice of materials and their usage shall be conducive to regular maintenance and durability in accordance with Section 21-324.

(2) *Conditions.* The Board may recommend to the Village Manager or designee specific conditions to address potential incompatibility, to better address the applicable criteria, or other impacts to surrounding properties.

(3) *Additional Reviews.* The initial review by the Board is mandatory for each site plan application proposed. All subsequent reviews by the Board, should they be requested, are at the option of the applicant.

(4) *Response to ARB Review.* If the Board does not recommend approval of the site plan and the applicant elects not to pursue further review by the Board, the Board's position on the site plan and any comments discussed at the meeting shall be included within the staff report to the Village Manager (for an application for minor site plan approval) or the Village Council (for an application for major site plan approval), as applicable.

(e) *Staff Review of Site Plan Applications.* The Village Manager or designee shall review the application when complete and shall prepare a staff report to the Village Council (for an application for major site plan approval), or to the Architectural Review Board (for an application for minor site plan approval), as applicable, including (without limitation) an assessment of whether the review criteria of Section 21-322(d)(1) are met. The staff report shall include a recommendation for approval, approval with conditions, or denial of the site plan.

(f) *Village Council Determination of Major Site Plan Applications.* The Village Council shall consider the major site plan application at a public hearing that is noticed in the manner set forth in Section 21-52. The Village Council may approve, approve with conditions, defer or deny the application. In rendering its decision, the Village Council shall consider the Village Manager or designee's recommendation. Approval of the proposed application and intended use shall require a finding that the major site plan and intended use(s):

(1) Are designed and scaled to be compatible with and avoid depreciation of Adjacent properties and to minimize adverse impacts to Adjacent Development and the surrounding neighborhood by virtue of the proposal's nature, location, design, Building mass, intensity of use, or mitigation measures; and

(2) Will not create excessive noise, traffic, illumination or other adverse impacts; and

(3) Provide for safe, efficient, convenient and harmonious groupings of Structures, uses and facilities and for appropriate relationship of space inside and outside of Buildings to intended uses and to structural and architectural features within the site; and

(4) Uphold the basic intent and purpose of zoning and other land use regulations, observing the spirit of the regulations and assuring public safety and welfare, without tending to create a fire or other equally or more dangerous hazard or provoke the excessive overcrowding or concentration of people or population.

In connection with the approval of the application, the Village Council may impose reasonable limitations on the permissible uses, and conditions for Development and operation to ensure the compatibility of the uses with Adjacent Development(s) and the surrounding neighborhood and the mitigation of any adverse impacts from the proposed Development. Such mitigation may include, without limitation, screening or buffering, landscaping, limitations on manner, scope, and extent of operation(s), changes in proposed construction, location or design of Buildings, relocation of proposed open space or alteration of use of such space, changes in traffic circulation or signalization, and any other matter reasonably calculated to address potential impacts to Adjacent Development and the surrounding neighborhood.

(g) *Extensions of Major Site Plan Approvals.* Failure to obtain a building permit within 18 months of the Village Council's approval of the application shall render the major site plan void, unless after good cause shown, an extension to this timeframe has been granted by the Village Council. The major site plan extension shall be advertised and noticed in the same manner as a major site plan application. The Village Council shall consider the Village Manager or designee's recommendation on the major site plan extension and render its decision after a public hearing.

(h) *Development Agreement.* As a condition of a major site plan application, a Development Agreement, or amendment to an existing Development Agreement, may be required in order to mitigate the impacts that the proposed Development will have on the Village. The Development Agreement shall provide for one or more of the following, as appropriate for the circumstances of the application: (1) the applicant's dedication of property and/or construction of facilities to mitigate its impacts upon the Village; (2) any deed restrictions, covenants, and bonded commitments that are necessary and acceptable to the Village to ensure timely completion of the Development according to the approved major site plan; (3) any new or continuing operational obligations and maintenance of

areas, functions and facilities which are not proposed to be provided, operated or maintained at public expense; and (4) any other matter determined by the Village to be appropriate to mitigate impacts of Development. Unless otherwise specifically agreed to in the Development Agreement and otherwise approved by variance in the manner provided for in this Chapter 21, construction of all Structures shall comply with all provisions within the Village Code of Ordinances. If approved, the Development Agreement shall be recorded at the applicant's expense in the Miami-Dade County public records.

(i) Administrative Review and Design Criteria of Live Local Act Development.

(1) Definitions. For purposes of this subsection (i), the following terms are defined:

a. The Live Local Act or the Act means the Live Local Act of 2023, Chapter 2023-17, Laws of Florida, as it may be amended.

b. LLA Development means mixed use multifamily development pursuant to the Act. All components of the LLA Development shall be located on the same parcel or on one unified parcel.

(2) Intent. The Act requires that the Village allow LLA Development in the B Business District even though this district does not permit residential use. The Act further requires that the Village allow height, density and use inconsistent with the otherwise applicable requirements of the Code. LLA Development shall comply with all requirements of the Code for such development unless otherwise specified for LLA Development in the B Business District. The Village Manager shall review and approve a major site plan or major site plan amendment for LLA Development, if:

a. no further action by the Village is required (e.g., no variance, conditional use or other approval is required); and

b. the proposed development satisfies the 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, height, and land use, in the manner further specified herein.

(3) Review Process. The review process shall assure that LLA Development satisfies all requirements of the Act, as well as the Village Comprehensive Plan and Code provisions that are not preempted by the Act for a major site plan, and all other applicable laws. LLA Development shall follow the minor site plan process, with review by the Administration of whether the LLA Development satisfies all requirements of law, including (without limitation) the review criteria of Section 21-322(d)(1) and other requirements for major site plan approval, a recommendation by the ARB, and administrative approval by the Village Manager rather than approval by the Village Council.

(4) Density and height.

a. The maximum density of a residential component of an LLA Development is the highest allowed density on any land in the Village where residential development is allowed (55 dus/acre).

b. The maximum height of a residential component of an LLA Development shall be the highest currently allowed for a commercial or residential development within the Village and within 1 mile of the proposed development, or 3 stories, whichever is higher.

c. When determining "highest allowed density" or "highest currently allowed height," the following shall not be considered:

(i) an LLA Development;

(ii) a development that is not in compliance with the current zoning code (such as non-conforming structures); and

(iii) a development with increased height or increased density, if any, allowed as a bonus or incentive, or as a variance.

(5) Standards for LLA Development Residential Components. LLA Development shall meet all requirements for major site plan approval. As LLA Development is the only type of development in the B Business District allowed to include residential uses in a mixed use project, the following additional standards are provided to assure that such residential

development is equitable, is consistent with the quality of Village development, and avoids discrimination against any Village resident.

a. Required residential and non-residential uses.

(i) Residential uses. At least 65 percent of the total square footage of a LLA Development shall be used for residential purposes. Lobby, service areas, and amenity areas exclusively serving the residential uses of the LLA Development shall not be considered residential square footage. Common/shared ground floor lobby, service areas, and amenity areas shall be proportionately allocated to the residential and non-residential square footage requirements.

(ii) Non-residential uses. A minimum 35 percent of the total square footage of the LLA Development shall be devoted to main or principal (and not accessory) nonresidential uses. Retail or restaurant uses shall be located on the first 75 feet of the ground floor of any Building of the LLA Development facing Collins Avenue/Bal Harbour Boulevard and Harding Avenues or 96th Street.

b. Equivalency of affordable dwelling units.

(i) No segregation of units. Affordable dwelling units and market rate units within an LLA Development shall be located within the same Building or shall be proportionately distributed between multiple Buildings, if multiple Buildings are proposed. In no event shall an LLA Development Building's residential component consist entirely of market rate units.

(ii) Equal access to amenities. All common areas and amenities within an LLA Development shall be equally accessible and available to all residents (both affordable and market rate units).

(iii) Equal access to units. Access to the required affordable dwelling units in an LLA Development shall be provided through the same principal entrance(s) and with the same elevators/stairwells utilized by market rate dwelling units in the development. For townhouse-style affordable dwelling units, each unit shall have its own entrance.

(iv) Equal access to parking. Parking for affordable dwelling units shall be provided in the same manner, with the same level of convenience and proximity as parking for market rate units.

(v) Equal quality of construction and common areas. The design and construction of the affordable dwelling units and associated common areas shall be of the same quality as the design and construction of the market rate units and associated common areas.

(vi) Equal provision of a range of unit types. The number of each type of affordable dwelling unit provided in an LLA Development shall be approximately proportional to the number of each type of market rate unit in the LLA Development, with type determined by the number of bedrooms. For purposes of this subparagraph, "approximately proportional" shall mean that the percentage of each type of unit among the affordable dwelling units shall be within 5 percentage points of the percentage of each type of unit among the market rate dwelling units (e.g. if 25 percent of the market rate units are two-bedroom units, then between 20 percent and 30 percent of the affordable units shall also be two-bedroom units, etc., maintaining an approximately proportional distribution of affordable and market rate units and unit types within the LLA Development). If the 5 percent calculation results in less than a full unit, then the amount shall be rounded up and "approximately proportional" shall mean a difference of one unit.

d. Affordability commitment. Pursuant to the Act, at least 40 percent of the residential units within a proposed LLA Development shall be "affordable" as defined in Section 420.0004, Florida Statutes, and shall remain affordable for a period of at least 30 years. This requirement shall be incorporated as a condition of any administrative approval of an LLA Development. Furthermore, as a prerequisite to the issuance of a building permit, the Owner shall execute and deliver to the Village for recordation in the public records, on a form approved by the Village Attorney, a deed restriction in favor of the Village ensuring compliance with, and enforcement of, this affordability requirement. Additionally, the property owner shall provide to the Village, each year on January 15, copies of all leases then in

effect for the affordable units, together with such other documentation necessary to demonstrate that such leases meet the affordability criteria as set forth in Section 420.0004, Florida Statutes, and confirm that the occupants of the affordable units meet the requirements of the income standards. The Village has the right to audit the evidence of compliance with Section 420.0004, Florida Statutes, at any time if warranted.

e. *Tower articulation.* To avoid large unbroken "boxy" massing appearances of taller Buildings and Parking Structures, the Village adopts the following required design criteria.

(i) *Length of Building or Parking Structure.* For Buildings or Parking Structures over 56 feet in height, the maximum overall length of any single Building or Parking Structure in a linear shape, with no breaks or angles greater than 15 degrees, shall not exceed 200 feet, as further regulated by the requirements provided below.

(ii) *Breezeways.* For purposes of this section, a "breezeway" is an open area that divides two buildings or structures, or parts of buildings or structures, that may be crossed by a path or bridge. A Building or Parking Structure may exceed 120 feet in length if breezeways divide such Building or Parking Structure, into parts not exceeding 120 feet in length. Such breezeways shall have a minimum unobstructed width of at least 20 feet for their entire length. Components of a Building(s) or Parking Structure(s) may be connected through bridges, which may have covers. The top floor bridge may be covered by the roof of the overall Building or Parking Structure.

(iii) *Distance Between Buildings/Parking Structures.* The minimum distance, unobstructed, between Buildings and Parking Structures on a lot, plot or parcel of land shall be 20 feet.

(iv) Alternative Design. Notwithstanding the above, the Village may modify the application of this tower articulation requirement in instances where enhanced architectural articulation and detailing is provided on the Building or Parking Structure facade(s) to break the massing of the Building or Parking Structure.

* * *

Section 3. Village Code Amended - Chapter 21, Article V. That Chapter 21 "Zoning," Article V "Off-Street Parking" of the Code of Bal Harbour Village, Florida, is hereby amended to read as follows:

CHAPTER 21. - ZONING

* * *

ARTICLE V. - OFF-STREET PARKING.

* * *

Sec. 21-381. - Generally.

(a) Except as otherwise provided in this chapter, when any Building or Structure is erected or structurally altered, off-street parking spaces shall be provided in accordance with the regulations set out in this article.

(b) In the Ocean Front (OF) District, 100 percent of required parking spaces shall be contained in a fully enclosed Parking Structure.

(c) In all other zoning districts, off-street parking spaces may be located in surface parking facilities open to the sky, or within enclosed parking garages.

(d) For development pursuant to the Live Local Act in the B Business District, 100% of required parking spaces for residential uses shall be fully enclosed, designated for residential use only, and integrated into the Building containing the residential units served by that parking. Parking spaces serving any nonresidential uses in the Building open to the public shall be in accordance with the requirements of the B Business District.

Sec. 21-382. - Interpretation of requirements.

(a) *Alterations and change in use.* Whenever a Building, Structure or use is enlarged by the addition of floor area, number of units, employees, seating capacity or otherwise, which

creates a requirement for increased off-street parking spaces, such spaces shall be provided on the basis of the enlargement or change.

(b) *Change in use.* When the use of any Structure or premises is changed, in total or part, to a different use, parking spaces shall be provided on the basis of the change in use.

(c) *Mixed uses.* In the case of mixed uses within a Building or Structure, the parking spaces required shall equal the sum of the requirements of the various uses computed separately, unless otherwise approved by the Village Council, based on a traffic study, or parking study or both submitted by the applicant meeting the technical specifications required by the Village Manager. For development pursuant to the Live Local Act in the B Business District, the Village Manager shall require the same studies and may approve any parking variations based on the internalization of uses or sharing of parking based on his reasonable determination of whether the study findings are professionally acceptable.

* * *

(m) *Tandem parking.* Tandem parking is a parking layout in which one or more automobiles must be moved in order to retrieve another automobile. Where tandem parking is employed, full-time parking attendants are required, and no self-parking shall be permitted, and tandem parking must not be more than two stalls in depth. The restrictions of this paragraph, requiring parking attendants and prohibiting self-parking, shall not apply if the tandem parking spaces which restrict access to one another are assigned to the same occupancy or dwelling unit, in accordance with a restrictive covenant filed in the official records of Miami-Dade County, Florida, and approved as to legal form and sufficiency by the Village Attorney. Where tandem parking is employed in a Special Business Improvement District, spaces shall not be limited to a two-stall depth but shall meet all other requirements for the Special Business Improvement Area. However, if residential uses are provided pursuant to the Live Local Act, tandem stalls shall not be used for the parking constructed to serve the residential components since tandem parking is not allowed for any residential uses.

* * *

(q) *Special Business Improvement Area.* These provisions shall supersede any other provisions in this section which may be in conflict, except as provided for herein.

(1) *Number of spaces.*

a. *Permanent Parking Ratio.* 2.1 permanent parking spaces for each 1,000 square feet of 90 percent of gross floor area. For residential development proposed under the Live Local Act, the off-street parking requirements for Multiple-Family residential uses in Section 21-384(2) of the OF Oceanfront District shall apply to the parking constructed to serve the residential components. The flex parking ratio and the potential reductions in parking ratios in b. and c. below shall not apply to such residential development, but will apply to the nonresidential uses.

b. *Flex Parking Ratio.* Recognizing the seasonal nature of population, tourism, business activity and parking demand in the Village of Bal Harbour, parking plans whereby spaces designed and normally used for self-parking may be converted to valet parking layout and operations to increase the parking ratio to 2.9 parking spaces for each 1,000 square feet of 90 percent of the gross floor area and higher. The capacity of the parking facility in the valet parking layout shall be used in determining the adequacy of the parking supply. The valet layout need not be striped or have bumper guards or wheel stops. In the event the property owner intends to utilize flex parking for more than six continuous months, the property owner shall provide written notice to the Village Manager of the scope of its intended use.

c. *Reductions in Permanent and Flex Parking Ratios.* The permanent parking ratio may be reduced below 2.1 but no lower than 1.8 permanent parking spaces, and the flex parking ratio may be reduced below 2.9 but no lower than 2.3 flex parking spaces, upon presentation of a professionally acceptable parking report by a parking expert demonstrating that over the immediate prior twenty-four consecutive months, parking utilization in the facility remained below the proposed reductions in the permanent and flex parking ratios 85 percent of the time. The analysis of the permanent parking ratio shall exclude peak season (peak season is defined as November 1 to April 1, excluding the week of Thanksgiving, December 16 to January 2, and the week of Art Basel).

* * *

(6) *Minimum dimensions.* Parking layouts shall conform to the minimum requirements of this section. For any residential development proposed under the Live Local Act, the minimum parking lot design criteria listed in Section 21-385(a)-(p) for Multiple-Family residential uses shall apply to the parking constructed to serve the residential components.

* * *

(8) *Mechanical Parking:* Mechanical parking, including mechanical lifts and stackers, shall be permitted and shall count towards permanent or flex parking ratios. Mechanical parking may not be placed in surface parking lots located along Collins Avenue or 96th Street. Mechanical parking structures shall not be interpreted to be structures as defined by this Chapter, and shall be subject to the screening requirements of Section 21-386. For any residential development proposed under the Live Local Act, mechanical parking facilities are prohibited for the parking constructed to serve the residential components to assist in reduced construction costs, living costs, and safety concerns for those residents.

* * *

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. That it is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become and be made a part of the Bal Harbour Village Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Conflict. That all Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 7. **Effective Date.** That this Ordinance shall become effective upon adoption on second reading. This Ordinance shall apply only to building permits for which a process number is issued after the effective date of this Ordinance.

PASSED AND ADOPTED on first reading this 20th day of February, 2024.

PASSED AND ADOPTED on second reading this ____ day of _____, 2024.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

FOLIO NUMBER	OWNER	ADDRESS	LEGAL DESCRIPTION	VACANT / IMPROVED	APPROPRIATE FOR AFFORDABLE HOUSING	COMMENTS
514230130470	TOWN OF PEMPBROKE PARK	3115 SW 52 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC LOT 36 LESS S 12.07	IMPROVED	NO	RYAN PRESERVE
514230130730	TOWN OF PEMPBROKE PARK	SW 52 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING W OF LOT 24 B	IMPROVED	NO	RIGHT-OF-WAY
514230130750	TOWN OF PEMPBROKE PARK	SW 52 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING W OF LOT 37	IMPROVED	NO	RIGHT-OF-WAY
514230130780	TOWN OF PEMPBROKE PARK	SW 48 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING E LOT 41 B	IMPROVED	NO	RIGHT-OF-WAY
514230130790	TOWN OF PEMPBROKE PARK	SW 48 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING E OF LOT 41 C	IMPROVED	NO	RIGHT-OF-WAY
514230130720	TOWN OF PEMPBROKE PARK	ACCESS RD	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING E OF LOT 23 B & C	IMPROVED	NO	RIGHT-OF-WAY
514230240047	TOWN OF PEMPBROKE PARK	SW 52 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC PT OF LOT 21 B DESC AS: COMM AT SW COR OF LOT 21 B, ELY ALG S/L FOR 307.15 TO POB, NLY 66.50, ELY 20.33, SLY 66.50, WLY 20.33 TO POB AKA: UNIT 7 BUILDING 4 PARK POINTE TOWNHOMES	VACANT	YES	TOWNHOUSE LOT
514230090371	TOWN OF PEMPBROKE PARK	W HALLANDALE BEACH BLVD	LAKE FOREST SEC 4 RESUB POR 43-45 B N 10 OF E 10 OF LOTS 27 & 27A, & N 10 OF LOTS 28, 28 A, 29 & 29A BLK 40	IMPROVED	NO	RIGHT-OF-WAY
514230130013	TOWN OF PEMPBROKE PARK	SW 56 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC A POR OF LOT 1 DESC AS: COMM AT NW COR OF SAID LOT 1, S 299.29 TO POB, CONT S 20 TO A PION N R/W/L OF SE 41 ST, ELY ALG SAID R/W/L 277.56, N 38, WLY ALG A LN 38 N & PARA TO N R/W/L OF 41 ST, 245.80, SE 25.57, WLY ALG A LN 20 N & PARA TO N R/W/L OF 41 ST, 49.84 TO POB	VACANT	NO	RIGHT-OF-WAY
514230130031	TOWN OF PEMPBROKE PARK	SW 56 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC W 25 OF LOT 4	IMPROVED	NO	RIGHT-OF-WAY
514220010010	TOWN OF PEMPBROKE PARK	SW 31 AVE	20-51-42 E 50 OF W 150 OF N3/4 OF E1/2 OF NE1/4 OF SE1/4 LESS S 200 & LESS RD R/W	IMPROVED	NO	RIGHT-OF-WAY
514220000280	TOWN OF PEMPBROKE PARK	SW 19 ST	20-51-42 S 25 OF W 25 OF E1/2 OF NW1/4 OF NE1/4 OF SE1/4	IMPROVED	NO	LIFT STATION
514220000431	TOWN OF PEMPBROKE PARK	2901 SW 25 ST	20-51-42 W 200 OF W1/2 OF SE1/4 OF SW1/4 OF SE1/4 & THE S 256 OF W1/2 OF SE1/4 OF SW1/4 OF SE1/4, LESS W 200 FT THEREOF & LESS E 11 FT THEREOF, SUBJECT TO S 25 FOR RD R/W	IMPROVED	NO	PATRICK BEHAN PARK
514220000510	TOWN OF PEMPBROKE PARK	SW 21 ST	20-51-42 S 25 OF E1/2 OF SW1/4 OF NE1/4 OF SE1/4	IMPROVED	NO	RIGHT-OF-WAY
514220000531	TOWN OF PEMPBROKE PARK	CAROLINA ST	20-51-42 S 25 OF S1/2 OF SE1/4 OF NE1/4 OF SE1/4 LESS E 300	IMPROVED	NO	RIGHT-OF-WAY
514220000540	TOWN OF PEMPBROKE PARK	JOHN P LYONS LN	20-51-42 E1/2 OF NE1/4 OF SE1/4 OF SE1/4 SEC 20-51-42 LESS E 300, LESS S 500	IMPROVED	NO	RIGHT-OF-WAY
514221010112	TOWN OF PEMPBROKE PARK	SW 30 AVE	3508 OF 21-51-42 E 131 OF E 300 OF S 120 OF N 270 LOT 2, BLK 13, LYING W OF I-95; E 40 LOT 3, BLK 13, LESS N 270, LYING W OF I-95; E 40 LOT 3, BLK 13, LESS S 315, LYING W OF I-95; N 40 OF S 315 OF LOT 3, BLK 13, LYING W OF I-95; W 25 OF N 90 OF S 275 OF LOT 3, BLK 13; W 25 OF PAR DESC AS: COMM AT POINT ON W/RAW/L OF STATE RD 9 LOCATED 35 FEET S OF S/L SEC 21, WLY 148.20, NWLY 132.50 TO POB, NWLY 93, ELY 25, SLY TO POB	IMPROVED	NO	RIGHT-OF-WAY
514221010130	TOWN OF PEMPBROKE PARK	SW 30 AVE	308 OF 21-51-42 B-13 D PT OF LOT 3 BLK 13 ALSO DESC AS POR OF FOL PAR LYING WITHIN SEC 21: COMM SW COR SEC 21, N 69.21 TO POB, N 115.80, SE 43.68, S 65.51, SE 272.83, S 121.13, W 35, N 117.07, NW 161.63, N 102.16, NW 2.41 TO POB	IMPROVED	NO	RIGHT-OF-WAY
514221010133	TOWN OF PEMPBROKE PARK	SW 30 AVE	21-51-42 THAT PT OF FOL PAR LYING W/ SEC 21, COMM NW COR SEC 28-51-42, E 28.08 TO POB, NW 78.96, N 65.51, SE 240.17, NWLY 43.44, NW 74.09, W 7.86, N 121.13, NW 193.87 TO POB	IMPROVED	NO	RIGHT-OF-WAY
514220000314	TOWN OF PEMPBROKE PARK	S PARK RD	20-51-42 PT OF NW1/4 OF NE1/4 OF SE1/4 OF SEC 20 DESC'D AS: COMM NW COR OF NW1/4 OF NE1/4 OF SE1/4 OF SAID SEC, E 59.61, S 50 TO POB, SWLY 28.21, S 160.20, W 10, N 180.09, E 29.85 TO POB	IMPROVED	NO	RIGHT-OF-WAY
514220000315	TOWN OF PEMPBROKE PARK	S PARK RD	20-51-42 W 25 OF W1/2 OF NW1/4 OF NE1/4 OF SE1/4 OF SEC 20 LESS S 444 & W 25 OF N 125 OF S 444 OF W 175 OF W1/2 OF NW1/4 OF NE1/4 OF SE1/4 OF SEC 20	IMPROVED	NO	RIGHT-OF-WAY
514220000332	TOWN OF PEMPBROKE PARK	S PARK RD	20-51-42 E 25 OF NE1/4 OF NW1/4 OF SE1/4 OF SEC 20	IMPROVED	NO	RIGHT-OF-WAY
514220000333	TOWN OF PEMPBROKE PARK	9 ST	20-51-42 POR OF NW1/4 OF SE1/4 OF SEC 20 DESC'D AS: COMM NE COR OF NW1/4 OF SE1/4 OF SEC 20, S 53, W 25 TO POB, S 1295.47, W 15, N 1295.41, E 15 TO POB	IMPROVED	NO	RIGHT-OF-WAY
514220000391	TOWN OF PEMPBROKE PARK	S PARK RD	20-51-42 POR OF SW1/4 OF SE1/4, DESC AS COMM AT NE COR OF NW1/4 OF SE1/4 OF SEC 20, S 1348.56, W 25 TO POB S 674.33, W 15, N 674.33, E 15 TO POB	IMPROVED	NO	RIGHT-OF-WAY
514221280028	TOWN OF PEMPBROKE PARK	SW 30 AVE	MEEKINS ADD NO 1 26-5 B E 30 OF S 200 OF 741.5 OF TR B	IMPROVED	NO	RIGHT-OF-WAY
514220000432	TOWN OF PEMPBROKE PARK	SW 25 AVE	20-51-42 S 25 OF W1/2 OF SE1/4 OF SW1/4 OF SE1/4 OF SEC 20	IMPROVED	NO	RIGHT-OF-WAY
514221280022	TOWN OF PEMPBROKE PARK	SW 30 AVE	MEEKINS ADD NO 1 26-5 B POR OF TRACT B DESC AS: COMM W 1/4 COR SEC 21, S 60 TO POB, CONT S 32, SELY 93.51, SE 71.43, SELY 52.35, E 39.50, NWLY 101.25, NW 71.43, NWLY 44.75, N 23.36, NW 40.43 TO POB	IMPROVED	NO	RIGHT-OF-WAY

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TOWN OF PEMBROKE PARK

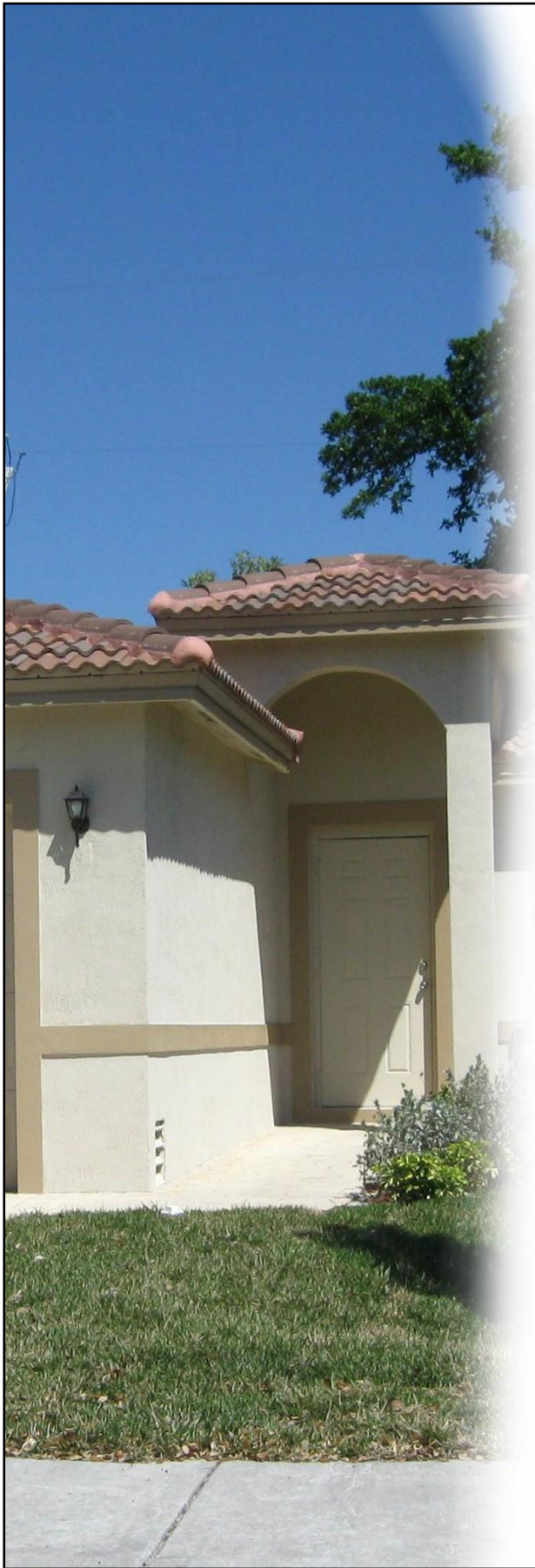
TOWN OWNED LAND

514230140080	TOWN OF PEMBROKE PARK	SW 52 AVE	30-51-42 E 15 OF NE1/4 OF NE1/4 OF SW1/4 OF NW1/4 LESS N 42.87 FOR ST RD 824 AKA 15 FT STRIP E OF LOT 31 HRF	IMPROVED	NO	RIGHT-OF-WAY
514230140092	TOWN OF PEMBROKE PARK	3150 SW 52 AVE	30-51-42 N 200 OF E 325 OF S1/2 OF NE1/4 OF SW1/4 OF NW1/4 LESS E 25 THEREOF, A/K/A PT LOT 32 HRF UNREC	IMPROVED	NO	TOWN HALL
514229000225	TOWN OF PEMBROKE PARK	LAKESHORE DR	29-51-42 W 12 OF N 225 OF W1/2 OF E1/2 OF NE1/4 OF SW1/4 OF NE1/4 LESS N 50 THEREOF TOGETHER WITH E 38 OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 LESS N 250 THEREOF	IMPROVED	NO	RIGHT-OF-WAY
514229000244	TOWN OF PEMBROKE PARK	LAKESHORE DR	29-51-42 N 250 OF E 38 OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 LESS N 50 FT THEREOF	IMPROVED	NO	RIGHT-OF-WAY
514229000262	TOWN OF PEMBROKE PARK	LAKESHORE DR	29-51-42 W 12 OF E1/2 OF NE1/4 OF SW1/4 OF NE1/4 LESS N 225 AND LESS S 100	IMPROVED	NO	RIGHT-OF-WAY
514229000271	TOWN OF PEMBROKE PARK	LAKESHORE DR	29-51-42 W 12 OF E1/2 OF SE1/2 OF SW1/2 OF NE1/4 LESS S 150; TOGETHER WITH W 12 OF S 100 OF E1/2 OF NE 1/4 OF SW1/4 OF NE1/4	IMPROVED	NO	RIGHT-OF-WAY
514229000580	TOWN OF PEMBROKE PARK	PARK RD	29-51-42 E 25 FT OF N 150' OF S 200' OF THE SE1/4 OF THE NW1/4 OF THENCE 1/4 OF SEC 29	IMPROVED	NO	RIGHT-OF-WAY
514229000590	TOWN OF PEMBROKE PARK	PARK RD	29-51-42 E 25 FT OF SE1/4 OF NW1/4 OF NE 1/4 LESS S 200' THEREOF	IMPROVED	NO	RIGHT-OF-WAY

#BROWARDNEXT



HIGHLIGHTED REGIONAL ISSUES



HOUSING AFFORDABILITY VISION

Broward County includes a wide range of housing types, from large lot single family “estates” to multifamily high rise towers. Although the Broward County Land Use Plan accommodates a wide range of residential density, the affordability of housing for large segments of our population has become increasingly difficult. The challenge of housing affordability came to be recognized as a crisis during the County’s housing “bubble” between 2003 and 2007. The “bubble” resulted in rapid housing appreciation and created a severe lack of housing affordable to those in moderate to lower income ranges. Since that time housing supply and affordability have become an even more significant problem. The 2022 Broward County Affordable Housing Needs Assessment found that over 150,000 renter households in Broward County are costburdened, meaning they pay in excess of 30 percent of their incomes on housing costs. Many renters and owners are severely cost burdened due to paying greater than 50 percent of their incomes on housing costs. The Study further revealed that only 8 percent of all households in the County are able to afford to purchase the median priced home. The Needs Assessment also found that the majority (54 percent) of Broward County’s workers are employed in lower wage service sector occupations at wages equivalent to 40 to 60 percent of the median household income. Currently Broward County is the lowest ranked county in the State of Florida for affordable housing for this population with fewer than 25 units available for every 100 households. In this light, the County is committed to implement a variety of policies and programs to maximize affordable housing for persons and households of moderate to lower incomes.

➡ **STRATEGY AH-1: Support sustainable funding sources to develop and/or rehabilitate affordable housing.**

Affordable housing is generally defined as housing that is affordable to households that earn 120% or less of median area-wide income. Due in part to the County's "built-out" character, resulting in higher land costs, and a workforce significantly employed in the lower wage service sector, the traditional ability of the private market to supply affordable housing has become challenging. In this light, funding strategies to produce affordable housing has increasingly included governmental agencies, as well as non-profits.

Implementation strategies include:

- Identification, support and approval of sustainable countywide and local affordable housing funding sources.
- Broward County shall continue to support full State-level funding to help address affordable housing needs and implementing a needs-based system to fund such housing projects and programs. The County also supports State legislation to provide a "local documentary stamp tax" program dedicated to affordable housing.
- Investigate a comprehensive public land banking program, in coordination with municipalities and other stakeholders, for affordable housing.

➡ **STRATEGY AH-2: Support private, non-profit, and governmental sector development of housing which utilizes construction techniques affording significant costs savings, while meeting the Florida Building Codes, including resiliency to hurricane-level storms.**

Modern manufactured/modular/prefabricated construction techniques may afford significant savings for housing costs in comparison to traditional techniques used in south Florida, such as concrete block construction. Such housing units may have an appearance and safety features generally no different than units constructed using more common methods, and may include a variety of density types, including multi-family.

Implementation strategies include:

- Broward County will not enact regulations or policies inhibiting the placement of safe housing that may afford significant cost savings in comparison to traditional

techniques used in south Florida, and encourage municipalities to include such housing within their jurisdictions.

- Broward County will seek opportunities to support or fund the development of housing that may afford significant cost savings in comparison to traditional techniques used in south Florida via its affordable housing funding programs and initiatives, or in partnership with other agencies and jurisdictions.

➞ **STRATEGY AH-3:** The Broward County Land Use Plan shall include an Affordable Housing Density Bonus Program, including promoting a supply of smaller, traditionally affordable units, such as efficiency/studio occupancy units.

Many jurisdictions throughout the United States have adopted a “density bonus” program as an incentive for developers to construct new affordable housing units. In such programs, a developer obtains the ability to construct additional “market rate” units in exchange for including “affordable” units.

Implementation strategies include:

- The affordable housing bonus for market rate units may be higher if the developer commits to including “very-low” or “low” income housing units, in comparison to constructing “moderate” income units.
- Bonuses may also be higher if the affordable units are located in areas preferred for (re)development near transit and rail stations, or are part of projects which will further additional land use plan priorities.
- Bonus affordable housing units will be restricted to remain such for a defined period in exchange for the bonus market rate units.
- Smaller “efficiency” or “studio” units, which have often served a demand for affordable units, will be addressed as part of a “bonus density” program.

➞ **STRATEGY AH-4:** Municipalities should adopt a comprehensive strategy to ensure a sufficient supply of affordable housing to help meet the needs of our population and economy.

Ensuring a supply of affordable housing to meet the current and future needs of Broward County's residents and economy is in the best interests of all, including municipalities. Municipalities which seek County approval of additional residential density should adopt a comprehensive strategy to ensure a sufficient supply of affordable housing.

Implementation strategies include:

- Amendments to the Broward County Land Use Plan which propose new residential units should not be adopted unless the municipality has an affordable housing strategy that has been approved by the municipality and the Broward County Planning Council.
- A municipal affordable housing strategy shall be based on existing housing supply, considering very-low, low, and moderate income households.
- To receive Planning Council approval, a municipal affordable housing strategy must demonstrate that the municipality has enacted policies and cost feasible programs which will reasonably address needed affordable housing supply in consideration of the municipality's population and future land uses.

Supporting policy and implementation guidelines for the outlined strategies are included in Sections 2 and/or 3 of the Broward County Land Use Plan, and, as may be appropriate, the County's Comprehensive Plan.

➡ **STRATEGY TR-1: Prioritize new development and redevelopment to existing and planned downtowns and major transit corridors and transit hubs.**

Broward County must efficiently accommodate population and economic growth, while also recognizing and protecting areas which currently display characteristics, such as rural and estate communities and established single-family neighborhoods, which may not be appropriate to support additional growth and development. Broward County supports new development and redevelopment activities within established and planned “activity centers,” such as municipal downtowns, and established and planned “transit oriented” corridors and hubs, as long as such areas have sufficient public facilities and services to serve the area, and a mixed-use character which supports a high quality live, work and play community for residents and businesses, including viable multi-modal transportation choices, a range of housing choices (including affordable housing), green spaces and recreational amenities, community gathering spots, and a variety of services and establishments to support life and business activities.

Implementation strategies include:

- Broward County Land Use Plan amendments for appropriately located “activity center,” such as downtowns and transit corridors and hubs shall be given preference when considering new or redevelopment proposals.
- Within established and planned “activity centers,” Broward County shall utilize multi-modal levels of service standards, and take all committed and funded modes of transportation fully into account when considering development proposals.
- To facilitate the availability of affordable housing in proximity to public facilities, services, amenities, and economic opportunities, the County’s “Affordable Housing Density Bonus Program” shall be structured to target established and planned “activity centers,” such as downtowns and transit corridors and hubs.

ADOPTED BROWARD COUNTY LAND USE PLAN POLICY 2.16.2 states the following:

POLICY 2.16.2 For amendments which propose to add 100 or more residential dwelling units to the existing densities approved by the BCLUP, Broward County and affected municipalities shall coordinate and cooperate to implement the affected municipality's chosen policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing. In addressing amendments which proposed to add 100 or more residential dwelling units to the existing densities approved by the BCLUP, the municipality, without limitation, may include consideration and implementation of the following affordable housing strategies:

- a. programs and policies involving mechanisms such as, but not limited to, impact fees, in-lieu fees, and/or public funds, in which the municipality, and/or Broward County, and/ or other appropriate agencies/entities (including, but not limited to, major employers), provide for the construction or supply of affordable housing;
- b. programs and policies involving mechanisms such as, but not limited to, impact fees, in-lieu fees, and/or public funds, in which the municipality, and/or Broward County, and/ or other appropriate agencies/entities (including, but not limited to, major employers), provide funding to facilitate the affordable purchase or renting of housing;
- c. programs and policies in which the municipality, and/or Broward County, and/or other appropriate agencies, facilitate the maintenance of the existing supply of affordable housing stock, if any;
- d. property tax abatement programs aimed at preserving or creating affordable housing;
- e. streamlined and reduced-cost permitting procedures for affordable housing;
- f. specific minimum set-aside requirements for new affordable housing construction;
- g. use of appropriate existing public lands, or public land-banking, to facilitate an affordable housing supply;
- h. programs and policies to facilitate the development and use of municipal and/or Broward County affordable housing density bonus provisions;
- i. land development regulations which promote the availability of affordable housing such as reduced lot size and floor area for dwelling units, construction of zero lot line and cluster housing, vertical integration of residential units with non-residential uses, and the allowance of accessory dwelling units;
- j. the existing supply of affordable housing.

The affected municipality shall demonstrate compliance with this Policy at the time of the County's consideration of the applicable land use plan amendment, by establishing that the municipality has implemented or ensured adoption of appropriate policy and program measures to implement the affected municipality's chosen policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing for each of the following affordable housing income categories defined by the Broward County Land Use Plan: very-low, low, and moderate.

The local government shall estimate its supply of affordable housing utilizing the data and methodology referenced within the "Broward County Affordable Housing Needs Assessment," 2018, prepared by The Metropolitan Center Florida International University, as may be updated and accepted by the Broward County Board of County Commissioners, after January 7, 2021.

For the purposes of this Policy, the term "affordable housing" shall include the meaning as defined by the BCLUP. The median annual income estimate should be updated at least yearly.

Administrative Rules Companion Article 5.3 – Description of Select Terms Used in Policy 2.16.2:

If a local government is unable to demonstrate compliance with the Policy through its programs and policies to promote and maintain affordable housing, the Administrative Rules Document allows for a 'buy out' by either setting aside 15% of the units as affordable OR paying \$1 per square foot for each additional dwelling unit.

AFFORDABLE HOUSING INCENTIVES

Density Calculations

POLICY 2.2.5 A studio housing unit or efficiency housing unit, no greater than 500 square feet in size may be counted by the local government as 0.5 dwelling units for residential density calculations.

AFFORDABLE HOUSING BONUS DENSITY

POLICY 2.16.3

- (1) Bonus residential density may be allocated to facilitate the development of affordable housing for persons within the following income categories as defined in the Broward County Land Use Plan:

- Moderate-income persons having a total annual anticipated income for the household that does not exceed 120 percent of the median annual income adjusted for family size for households within the county.*

- Low-income persons having a total annual anticipated income for the household that does not exceed 80 percent of the median annual income adjusted for family size for households within the county.*

- Very-Low income persons having a total annual anticipated income for the household that does not exceed 50 percent of the median annual income adjusted for family size for households within the county.*

*While occupying a rental unit, annual anticipated gross income may increase to an amount not to exceed 140 percent of the applicable median income adjusted for family size.

- (2) Bonus Formulas

Moderate-income: Six (6) bonus units per every one (1) “moderate-income” unit (including areas east of the Intracoastal Waterway).

Low-income: Nine (9) bonus units per every one (1) “low-income” unit (including areas east of the Intracoastal Waterway).

Very-Low-income: Nineteen (19) bonus units per every one (1) “very-low-income” unit (including areas east of the Intracoastal Waterway).

- (3) Affordable housing density bonuses are conditioned on the developer or purchaser providing, in a manner acceptable to the affected unit of local government, guarantees, as a minimum, through the use of restrictive covenants, that the affordability of the bonus units for the affordable income groups described above will be maintained for a period of at least thirty (30) years for rental housing and at least thirty (30) years for owner occupied housing.

- (4) The total number of units, including affordable and bonus units, on lands designated as “Residential” may not exceed a maximum of 50 dwelling units per acre on the Broward County Land Use Plan. For parcels designated “Commerce” or similar designation on the local land use plan map, these maximum densities shall not be applicable. If the total density, including the affordable and bonus units, exceeds the density permitted by the existing zoning classification, the governing body of the local government shall make a finding of compatibility with existing and future land uses and its local land development regulations at a publicly noticed meeting, consistent with its notification requirements; otherwise, the local planning agency of the local government may make the finding of compatibility at a publicly noticed meeting, consistent with the above.
- (5) At the time of allocation of bonus density, the applicable local government must make a finding that adequate public facilities and services are in place or will be in place with completion of project construction, to accommodate all bonus and affordable units.
- (6) Allocations of bonus residential density do not require an amendment to the Broward County Land Use Plan or local land use plan.
- (7) Units of local government may utilize the Bonus Density provisions regardless of whether such provisions are incorporated within their certified local land use elements. This Policy is discretionary upon the local government and does not create any entitlements to the bonus units. Allocation of the bonus units requires authorization of the local government at a publicly noticed meeting, consistent with its notification requirements, of the governing body or, when the total density, including affordable and bonus units, does not exceed the density permitted by the existing zoning classification, by the local planning agency.
- (8) By January 31 of each year, an official of each local government shall transmit to the Planning Council an annual report providing tables reflecting bonus density units allocated.
- (9) “Affordable” unit and bonus unit construction is subject to the following, as enforced by the applicable local government:
 - a. One hundred percent (100%) of “affordable” units must receive certificates of occupancy before the final fifty percent (50%) of bonus units receive their certificate of occupancy; or
 - b. The local government must require that “affordable” units are available before or concurrently with bonus units.
- (10) This Policy is incentive-based and units of local government may be more restrictive and are not required to adopt, utilize or implement the above referenced bonus formulas.

AFFORDABLE HOUSING INCENTIVES

POLICY 2.16.4 Within parcels located west of and including US 1*, and designated “Commerce” on the Broward County Land Use Plan and fronting with direct access to a roadway classified as a State road, County arterial, per the Broward Highway Functional Classification map, or other road or portion thereof, as approved by the Board of County Commissioners, herein after referred to as a “Qualified Road,” or within a parcel designated “Activity Center,” multi-family residential use is permitted in addition to that permitted otherwise in those designations by this Plan, subject to the following:

- (1) One or more of the affordable housing categories, as defined by this Plan, must be a component of the residential development based on the following “bonus” units to “affordable” unit formula(s) described below:
 - (a) Moderate income: six (6) bonus units for every (1) one moderate income unit.
 - (b) Low income: nine (9) bonus units for every (1) one low income unit.
 - (c) Very-low income: nineteen (19) bonus units for every (1) one very-low income unit.
- (2) (a) Each required affordable housing unit must be no smaller than ten percent (10%) less than the average gross floor area of each bonus unit corresponding type (i.e., one-bedroom, two-bedroom, three-bedroom, etc.) in the development project; or
(b) The number of bedrooms/bathrooms provided in the affordable units must be proportional to the number provided in the bonus units type (i.e., one-bedroom, two-bedroom, three-bedroom, etc.).
- (3) Single-family dwelling units are not permitted. Residential units shall not be permitted on the ground floor portion of any building that fronts a Qualified Road. As per Policy 2.2.5 of the Broward County Land Use Plan, studio or efficiency housing units, no greater than 500 square feet in size, may be counted by the local government as 0.5 dwelling units for residential density purposes.
- (4) These additional permitted residential density provisions are conditioned on the developer or purchaser providing, in a manner acceptable to the affected unit of local government, guarantees, at a minimum through the use of restrictive covenants, that the affordable unit(s) will be maintained as affordable to the applicable designated income group(s) for a minimum period of thirty (30) years.
- (5) Within a development containing residential units, the following shall apply:
 - (a) Office and commercial use may either be vertically or horizontally integrated providing the following:

1. At least fifty percent (50%) of the ground floor of any portion of a building or development, excluding ingress and egress, facing a Qualified Road shall provide office and/or commercial uses;
 2. Portions of a development not facing a Qualified Road within an Activity Center is not required, but encouraged, to provide for office and/or commercial uses.
- (b) On parcels greater than five (5) acres, a minimum of ten percent (10%) of the gross floor area, excluding parking garages, must be reserved, or utilized for office and/or commercial uses not ancillary to the residential units.
- (6) "Affordable unit" requirements may be satisfied via an in-lieu payment to the Broward County Affordable Housing Trust Fund** equal to \$10,000 per unit for the total number of units within the development which sum shall increase by 3% annually.
- (7) Units of local government may utilize the additional permitted residential density provisions described in this Policy, at their option, regardless of whether such provisions or conflicting provisions are incorporated within their certified local land use plan elements and utilization of these provisions does not require an amendment to the Broward County Land Use Plan map or local land use plan map.
- (8) Local government utilization of the additional permitted residential density provisions described in this Policy is subject to the following, as enforced by the applicable local government:
- (a) One hundred percent (100%) of the "affordable" units shall be available for occupancy before the final twenty-five percent (25%) of bonus units are available for occupancy.
- (9) In addition to the provisions of this Policy, parcels designated "Commerce" and meeting the location, frontage, and access requirements of this Policy or within an Activity Center, where the residential development will be located within ¼ mile of a State road, County arterial, or other road or portion thereof, as approved by Board of County Commissioners ("Board"), the Board shall consider the following in the review of funding applications submitted by local governments for future public infrastructure and economic development projects:
- (a) Local government adoption of this Policy into the municipal Comprehensive Plan;
 - (b) Local government adoption of specific regulations, in the municipal zoning and/or land development code, to allow allocation of additional residential density units as a permitted use, by right, within specific zoning district(s);
 - (c) Local government adoption of specific regulations to implement the provisions and criteria of this Policy, including:
 1. Establishment of a minimum net residential density of twenty-five (25) dwelling units per acre;
 2. Where a building is located within 100 feet of any parcel which prohibits, through the applicable zoning regulations, residential development of ten (10) dwelling units per gross acre or more, the local government may establish a maximum building height limit of not less than five (5) stories; and

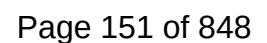
3. The zoning regulations that establish reduced on-site parking to accommodate the mixed uses.

(d) The Urban Planning Division in consultation with the Office of the County Attorney, must certify that all the foregoing requirements of this Section (9) have been satisfied.

(10) Units of local government may be more restrictive and are not required to adopt, utilize or implement the above referenced Policy.

* includes all parcels that front and have direct access to US 1 and, at the option of the applicable municipality as a permitted or special exception use, on parcels east of US 1 and west of the Intracoastal Waterway, provided the municipality makes a finding that the additional dwelling units on said parcels will not negatively impact hurricane evacuation clearance times and/or emergency shelter capacities. A local government is not required to apply this Policy to properties east of US 1 in order to be eligible for funding consideration by the Board of County Commissioners pursuant to Section (9) herein.

**Fifty percent (50%) of in-lieu fees may be paid into an Affordable Housing Trust Fund of the applicable municipality, provided the municipality requires said monies to be used for the construction of new affordable units or home repair. All in-lieu payments shall be made at the time of issuance of building permit.



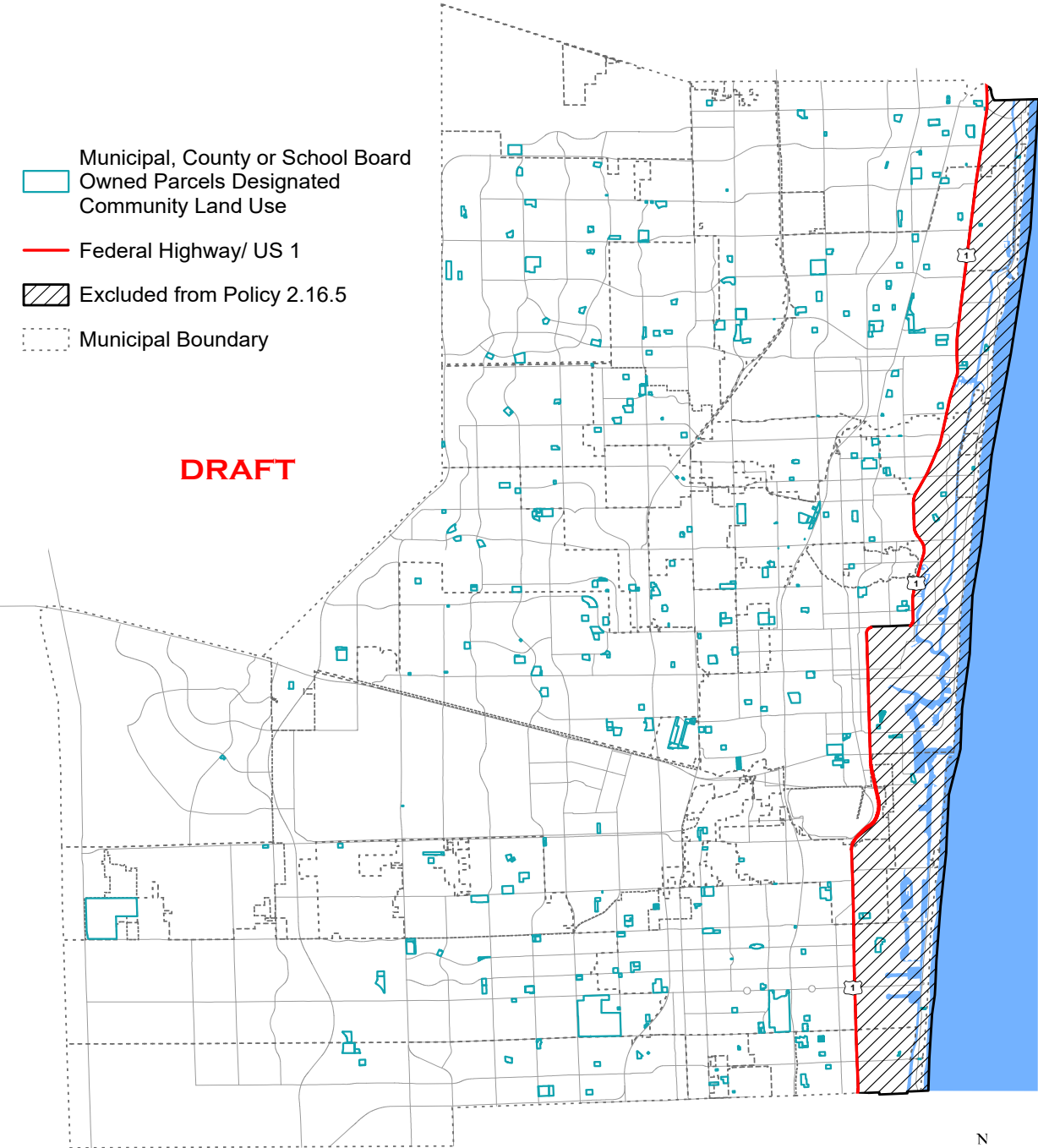
POLICY 2.16.5 Within parcels located west of and including US 1 and designated “Community” on the Broward County Land Use Plan, dwelling units may be permitted subject to the following:

- (1) The parcel is and will remain publicly owned by a municipality and within its jurisdiction or is and will remain publicly owned by the Broward County Board of County Commissioners or School Board of Broward County;
- (2) At least 25% of the dwelling units are deed restricted to moderate-income, low-income or very-low-income dwelling units for a minimum period of 30 years, via a legally enforceable mechanism;
- (3) Maximum density does not exceed 50 dwelling units per acre;
- (4) The applicable local government must make a finding that sufficient public facilities and services are in place, or will be in place with completion of project construction, to accommodate the proposed development;
- (5) The governing body of the local government shall make a finding of compatibility with existing and future land uses and its local land development regulations at a publicly noticed meeting consistent with its notification requirements;
- (6) Local governments may utilize the additional permitted residential density provisions described in this Policy, at their option, regardless of whether such provisions or conflicting provisions are incorporated within their certified local land use plan elements and utilization of these provisions does not require an amendment to the Broward County Land Use Plan map or local land use plan map; and
- (7) Local governments may be more restrictive and are not required to adopt, utilize or implement the above referenced Policy.

POLICY 2.16.5

- Municipal, County or School Board
Owned Parcels Designated
Community Land Use
- Federal Highway/ US 1
- Excluded from Policy 2.16.5
- Municipal Boundary

DRAFT



Note: This map is for illustrative purposes only. Qualification is determined by the criteria outlined in BrowardNext - Broward County Land Use Plan Policy 2.16.5.

N
NOT TO SCALE
August 2023

Redevelopment Units

POLICY 2.35.1 "Redevelopment Units" are defined as additional permitted dwelling units equal to three percent (3%) of the total number of dwelling units as established by the adoption of the 2017 BrowardNext Broward County Land Use Plan. Municipalities that have fewer than 250 combined "flexibility units" or "redevelopment units" may apply to the Broward County Planning Council for the allocation of "redevelopment units" in allocations of 500 dwelling units, or 10% of the number of dwelling units permitted by the certified municipal land use plan, whichever number is less, in accordance with this Plan and the criteria established within the "Administrative Rules Document: Broward Next."

- Per the "**Administrative Rules Document**," Appendix 3, A.: The number of units per application may be increased to 750, or 15% of the number of dwelling units permitted by the certified municipal land use plan, whichever number is less, if the municipality demonstrates a commitment for at least 10% very-low or low affordable housing, with a legally enforceable mechanism for a minimum period of 30 years.

Permitted Uses Section

RESIDENTIAL

1. Dwelling units, subject to the density limits for a parcel as designated on the Future Broward County Land Use Plan Map (Series) or certified local land use plan map and as explained in the following subsection entitled "Residential Density."

Accessory dwelling units are permitted in single-family residential areas per and subject to Florida Statutes Chapter 163.31771.

(...)

Residential Density

- a. Density Standards
Residential areas are shown on the Future Broward County Land Use Map (Series) according to eight ranges of density:
(...)
 - Accessory dwelling units permitted in single-family residential areas per and subject to Florida Statutes Chapter 163.31771 shall not be included in density calculations. Local governments shall report to the Planning Council the number of accessory dwelling units granted building permits on an annual basis.

	A	B	C	D	E	F	G	H	I
	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
1									
2	FPK24021500000298	ODOR (STRANGE/UNKNOWN)	27B	02/15/2024 00:06:56	02/15/2024 00:07:05	02/15/2024 00:15:06	02/15/2024 00:25:55	S25OR	E27
3	FPK24020300000238	VEHICLE FIRE	27Y1	02/03/2024 15:17:30	02/03/2024 15:17:48	01/01/0001 00:00:00	02/03/2024 15:23:32	S25VF	E27
4	FPK24021000000278	VEHICLE FIRE	27B	02/10/2024 21:23:17	02/10/2024 21:23:40	01/01/0001 00:00:00	02/10/2024 21:30:24	S25VF	E27
5	FPK24022600000378	VEHICLE FIRE	27Y1	02/26/2024 05:17:59	02/26/2024 05:18:13	01/01/0001 00:00:00	02/26/2024 05:30:09	S25VF	E27
6	FPK24020700000255	ASSAULT	27B	02/07/2024 08:51:41	02/07/2024 08:52:18	02/07/2024 08:56:50	02/07/2024 10:05:57	S31IJ	R27
7	FPK24021000000275	ASSAULT	27B	02/10/2024 01:03:59	01/01/0001 00:00:00	01/01/0001 00:00:00	02/10/2024 01:08:22	S31IJ	
8	FPK24021700000309	ASSAULT	27Y1	02/17/2024 03:44:28	02/17/2024 03:44:52	02/17/2024 03:52:30	02/17/2024 04:36:58	S31IJ	R227
9	FPK24020400000251	SHOOTING	27A	02/04/2024 22:05:40	02/04/2024 22:05:59	02/04/2024 22:10:37	02/04/2024 23:19:23	S33	R227
10	FPK24020300000236	FIGHT	27B	02/03/2024 03:15:15	02/03/2024 03:15:52	01/01/0001 00:00:00	02/03/2024 03:16:56	S36IJ	R27
11	FPK24021000000274	FIGHT	27B	02/10/2024 00:43:49	02/10/2024 00:44:14	02/10/2024 01:06:56	02/10/2024 01:20:44	S36IJ	R27
12	FPK24022100000338	FIGHT	27B	02/21/2024 14:51:44	02/21/2024 14:51:59	02/21/2024 14:54:24	02/21/2024 14:59:33	S36IJ	R27
13	FPK24022500000367	FIGHT	27B	02/25/2024 04:20:11	02/25/2024 04:20:27	02/25/2024 04:27:47	02/25/2024 04:39:50	S36IJ	R27
14	FPK24020200000234	DOMESTIC DISTURBANCE	27B	02/02/2024 23:24:27	02/02/2024 23:24:41	01/01/0001 00:00:00	02/02/2024 23:25:52	S38IJ	R27
15	FPK24022800000393	TRAFFIC ACCIDENT STANDBY	27B	02/28/2024 14:32:47	02/28/2024 14:33:15	02/28/2024 14:39:01	02/28/2024 14:50:12	S4	Q7
16	FPK24020700000259	FIRE ALARM - COMMERCIAL STRUCTURE	27B	02/07/2024 23:02:14	02/07/2024 23:02:24	02/07/2024 23:06:56	02/07/2024 23:11:39	S49CF	E27

	A	B	C	D	E	F	G	H	I
17	FPK24021800000315	FIRE ALARM - COMMERCIAL STRUCTURE	27B	02/18/2024 07:11:11	02/18/2024 07:11:27	02/18/2024 07:15:43	02/18/2024 07:19:18	S49CF	E27
18	FPK24021900000323	FIRE ALARM - COMMERCIAL STRUCTURE	27B	02/19/2024 00:43:00	02/19/2024 00:43:14	02/19/2024 00:50:09	02/19/2024 01:34:20	S49CF	E27
19	FPK24021900000325	FIRE ALARM - COMMERCIAL STRUCTURE	27A	02/19/2024 08:29:02	01/01/0001 00:00:00	01/01/0001 00:00:00	02/19/2024 08:29:32	S49CF	
20	FPK24022800000390	FIRE ALARM - COMMERCIAL STRUCTURE	27A	02/28/2024 08:11:16	02/28/2024 08:11:36	02/28/2024 08:18:44	02/28/2024 08:26:39	S49CF	E27
21	FPK24022000000331	FIRE ALARM - HIGH RISE	27A	02/20/2024 10:48:06	02/20/2024 10:48:19	02/20/2024 10:54:39	02/20/2024 11:06:18	S49HF	E27
22	FPK24021100000282	FIRE ALARM - HIGH LIFE HAZARD	27A	02/11/2024 14:23:25	02/11/2024 14:23:36	02/11/2024 14:28:05	02/11/2024 14:40:03	S49HH	E7
23	FPK24021300000286	MEDICAL ALARM	27A	02/13/2024 03:08:59	02/13/2024 03:09:24	02/13/2024 03:17:53	02/13/2024 03:24:03	S49M	R27
24	FPK24020300000241	MEDICAL ALARM	27A	02/03/2024 20:06:32	02/03/2024 20:06:51	02/03/2024 20:14:07	02/03/2024 20:25:56	S49M	R27
25	FPK24020800000267	FIRE ALARM - MULTI-FAMILY	27A	02/08/2024 19:21:05	02/08/2024 19:21:18	02/08/2024 19:29:26	02/08/2024 19:39:54	S49MF	E27
26	FPK24020200000233	ACCIDENT HIGHWAY	27Y2	02/02/2024 18:55:31	02/02/2024 18:56:21	02/02/2024 19:01:39	02/02/2024 19:14:32	S4H	R227
27	FPK24020700000257	ACCIDENT HIGHWAY	27Y2	02/07/2024 19:43:32	01/01/0001 00:00:00	01/01/0001 00:00:00	02/07/2024 19:45:10	S4H	
28	FPK24020900000269	ACCIDENT HIGHWAY	27Y1	02/09/2024 06:34:04	02/09/2024 06:34:24	02/09/2024 06:42:55	02/09/2024 07:30:40	S4H	R27
29	FPK24021400000295	ACCIDENT HIGHWAY	27Y1	02/14/2024 17:47:21	02/14/2024 17:47:40	02/14/2024 17:54:10	02/14/2024 18:02:43	S4H	R27
30	FPK24021300000289	ACCIDENT HIGHWAY	27Y1	02/13/2024 10:17:32	02/13/2024 10:17:51	02/13/2024 10:23:13	02/13/2024 10:24:53	S4H	R27
31	FPK24021500000300	ACCIDENT HIGHWAY	27Y2	02/15/2024 10:18:36	02/15/2024 10:19:00	02/15/2024 10:25:08	02/15/2024 10:38:56	S4H	R7
32	FPK24021500000302	ACCIDENT HIGHWAY	27Y1	02/15/2024 11:11:59	02/15/2024 11:12:19	01/01/0001 00:00:00	02/15/2024 11:16:35	S4H	R227

	A	B	C	D	E	F	G	H	I
33	FPK24021500000303	ACCIDENT HIGHWAY	27Y1	02/15/2024 14:42:00	02/15/2024 14:42:19	02/15/2024 14:48:22	02/15/2024 15:39:02	S4H	R27
34	FPK24021600000307	ACCIDENT HIGHWAY	27Y2	02/16/2024 07:57:24	02/16/2024 07:57:43	02/16/2024 08:04:27	02/16/2024 08:29:48	S4H	R27
35	FPK24022000000333	ACCIDENT HIGHWAY	27Y1	02/20/2024 13:47:10	02/20/2024 13:47:34	02/20/2024 13:54:50	02/20/2024 14:50:53	S4H	R227
36	FPK24022100000334	ACCIDENT HIGHWAY	27Y1	02/21/2024 07:00:58	02/21/2024 07:01:17	01/01/0001 00:00:00	02/21/2024 07:11:31	S4H	R27
37	FPK24022300000360	ACCIDENT HIGHWAY	27Y1	02/23/2024 21:09:48	02/23/2024 21:10:09	02/23/2024 21:19:04	02/23/2024 22:04:19	S4H	R27
38	FPK24022400000363	ACCIDENT HIGHWAY	27Y1	02/24/2024 14:19:57	02/24/2024 14:20:21	02/24/2024 14:28:31	02/24/2024 14:53:23	S4H	R27
39	FPK24022700000385	ACCIDENT HIGHWAY	27Y2	02/27/2024 01:23:47	02/27/2024 01:24:23	01/01/0001 00:00:00	02/27/2024 01:38:19	S4H	R227
40	FPK24020100000230	ACCIDENT WITH INJURIES	27A	02/01/2024 21:43:00	02/01/2024 21:43:44	02/01/2024 21:48:33	02/01/2024 21:52:50	S4I	R27
41	FPK24020800000261	ACCIDENT WITH INJURIES	27A	02/08/2024 00:14:54	02/08/2024 00:15:09	02/08/2024 00:19:24	02/08/2024 00:24:22	S4I	R27
42	FPK24020900000268	ACCIDENT WITH INJURIES	27B	02/09/2024 03:01:35	02/09/2024 03:01:47	02/09/2024 03:07:30	02/09/2024 03:19:27	S4I	R27
43	FPK24020900000272	ACCIDENT WITH INJURIES	27B	02/09/2024 13:55:14	02/09/2024 13:55:47	02/09/2024 14:00:13	02/09/2024 14:47:15	S4I	R27
44	FPK24021300000287	ACCIDENT WITH INJURIES	27A	02/13/2024 07:13:38	02/13/2024 07:14:18	02/13/2024 07:21:28	02/13/2024 08:11:41	S4I	R27
45	FPK24021900000324	ACCIDENT WITH INJURIES	27Y2	02/19/2024 01:32:45	02/19/2024 01:34:04	02/19/2024 01:39:33	02/19/2024 02:09:58	S4I	R27
46	FPK24021900000329	ACCIDENT WITH INJURIES	27B	02/19/2024 16:04:24	02/19/2024 16:04:43	02/19/2024 16:09:55	02/19/2024 16:16:48	S4I	R27
47	FPK24021700000313	ACCIDENT WITH INJURIES	27A	02/17/2024 19:22:25	02/17/2024 19:22:57	02/17/2024 19:25:36	02/17/2024 19:28:24	S4I	R27
48	FPK24022900000400	ACCIDENT WITH INJURIES	27B	02/29/2024 18:16:02	02/29/2024 18:16:29	02/29/2024 18:21:18	02/29/2024 19:13:17	S4I	R227

	A	B	C	D	E	F	G	H	I
49	FPK24022500000369	ACCIDENT WITH INJURIES	27A	02/25/2024 14:24:11	02/25/2024 14:24:29	02/25/2024 14:29:44	02/25/2024 15:06:12	S4I	R17
50	FPK24022700000388	ACCIDENT WITH INJURIES	27B	02/27/2024 16:25:27	02/27/2024 16:25:39	02/27/2024 16:30:30	02/27/2024 16:38:47	S4I	R27
51	FPK24020300000235	ABDOMINAL PAIN	27Y2	02/03/2024 02:23:15	02/03/2024 02:24:01	02/03/2024 02:34:01	02/03/2024 02:36:35	S67AP	R27
52	FPK24020700000254	ABDOMINAL PAIN	27B	02/07/2024 03:48:59	02/07/2024 03:49:31	02/07/2024 04:04:35	02/07/2024 04:51:52	S67AP	R27
53	FPK24021000000277	ABDOMINAL PAIN	27A	02/10/2024 09:33:05	02/10/2024 09:33:12	02/10/2024 09:38:01	02/10/2024 10:31:50	S67AP	R27
54	FPK24022400000362	ABDOMINAL PAIN	27B	02/24/2024 09:11:16	02/24/2024 09:11:22	02/24/2024 09:17:37	02/24/2024 09:51:19	S67AP	R27
55	FPK24022500000376	CHOKING	27A	02/25/2024 22:42:27	02/25/2024 22:42:37	02/25/2024 22:46:33	02/25/2024 22:59:56	S67CK	R27
56	FPK24020100000231	CHEST PAINS NON-TRAUMATIC	27A	02/01/2024 22:01:56	02/01/2024 22:02:36	02/01/2024 22:06:53	02/01/2024 23:05:30	S67CP	R227
57	FPK24020600000252	CHEST PAINS NON-TRAUMATIC	27B	02/06/2024 00:30:08	02/06/2024 00:30:26	02/06/2024 00:36:27	02/06/2024 01:00:04	S67CP	R27
58	FPK24020800000266	CHEST PAINS NON-TRAUMATIC	27B	02/08/2024 17:09:54	02/08/2024 17:10:25	02/08/2024 17:15:07	02/08/2024 17:46:48	S67CP	R227
59	FPK24021200000285	CHEST PAINS NON-TRAUMATIC	27B	02/12/2024 20:59:33	02/12/2024 20:59:51	02/12/2024 21:07:44	02/12/2024 21:43:14	S67CP	R27
60	FPK24022200000340	CHEST PAINS NON-TRAUMATIC	27A	02/22/2024 05:21:15	02/22/2024 05:21:28	02/22/2024 05:30:05	02/22/2024 05:43:23	S67CP	R227
61	FPK24022200000347	CHEST PAINS NON-TRAUMATIC	27A	02/22/2024 13:27:36	02/22/2024 13:27:47	02/22/2024 13:32:49	02/22/2024 14:34:44	S67CP	R7
62	FPK24022300000354	CHEST PAINS NON-TRAUMATIC	27B	02/23/2024 04:55:15	02/23/2024 04:55:32	02/23/2024 05:03:03	02/23/2024 05:44:27	S67CP	R27
63	FPK24021700000308	DIABETIC	27A	02/17/2024 03:00:45	02/17/2024 03:01:07	02/17/2024 03:06:50	02/17/2024 04:05:13	S67DB	R27
64	FPK24022500000372	DIABETIC	27A	02/25/2024 18:23:08	02/25/2024 18:23:23	02/25/2024 18:28:58	02/25/2024 19:14:24	S67DB	R27

	A	B	C	D	E	F	G	H	I
65	FPK24021500000304	EYE INJURY	27Y1	02/15/2024 14:51:47	02/15/2024 14:51:59	01/01/0001 00:00:00	02/15/2024 14:58:44	S67EI	R227
66	FPK24020100000228	FALL NO INJURY	27A	02/01/2024 00:55:25	02/01/2024 00:55:39	02/01/2024 01:03:52	02/01/2024 01:09:26	S67F	E27
67	FPK24021400000294	FALL NO INJURY	27B	02/14/2024 16:42:44	02/14/2024 16:42:57	02/14/2024 16:51:37	02/14/2024 17:40:38	S67F	R27
68	FPK24022500000370	FALL NO INJURY	27A	02/25/2024 15:55:09	02/25/2024 15:55:32	02/25/2024 16:02:12	02/25/2024 16:18:08	S67F	E27
69	FPK24022500000368	FALL NO INJURY	27A	02/25/2024 08:20:45	02/25/2024 08:20:58	01/01/0001 00:00:00	02/25/2024 08:22:43	S67F	E27
70	FPK24022800000396	FALL NO INJURY	27A	02/28/2024 21:07:10	02/28/2024 21:07:23	02/28/2024 21:13:52	02/28/2024 21:31:16	S67F	E27
71	FPK24020300000240	FALL INJURY	27A	02/03/2024 17:50:29	02/03/2024 17:50:38	02/03/2024 17:55:37	02/03/2024 18:40:12	S67FI	R227
72	FPK24020300000237	FALL INJURY	27A	02/03/2024 06:46:32	02/03/2024 06:46:46	02/03/2024 06:53:11	02/03/2024 07:20:34	S67FI	R27
73	FPK24020600000253	FALL INJURY	27A	02/06/2024 23:00:47	02/06/2024 23:01:06	02/06/2024 23:07:14	02/06/2024 23:56:39	S67FI	R27
74	FPK24020800000262	FALL INJURY	27A	02/08/2024 00:45:40	02/08/2024 00:45:52	02/08/2024 00:51:19	02/08/2024 01:56:04	S67FI	R27
75	FPK24020900000270	FALL INJURY	27A	02/09/2024 06:36:12	02/09/2024 06:36:21	02/09/2024 06:42:14	02/09/2024 07:46:44	S67FI	R227
76	FPK24021100000279	FALL INJURY	27A	02/11/2024 07:29:12	02/11/2024 07:29:34	02/11/2024 07:34:45	02/11/2024 08:14:49	S67FI	R27
77	FPK24021100000280	FALL INJURY	27B	02/11/2024 10:48:34	02/11/2024 10:48:43	02/11/2024 10:54:41	02/11/2024 11:25:06	S67FI	R27
78	FPK24021200000283	FALL INJURY	27A	02/12/2024 07:40:56	02/12/2024 07:41:19	02/12/2024 07:54:44	02/12/2024 08:31:58	S67FI	R27
79	FPK24021600000306	FALL INJURY	27B	02/16/2024 06:14:27	02/16/2024 06:14:43	02/16/2024 06:23:52	02/16/2024 07:06:31	S67FI	R27
80	FPK24021800000319	FALL INJURY	27A	02/18/2024 19:43:14	02/18/2024 19:43:34	02/18/2024 19:49:48	02/18/2024 20:59:01	S67FI	R7

	A	B	C	D	E	F	G	H	I
81	FPK24021800000321	FALL INJURY	27A	02/18/2024 21:33:47	02/18/2024 21:34:06	02/18/2024 21:40:41	02/18/2024 22:13:06	S67FI	R27
82	FPK24021800000322	FALL INJURY	27A	02/18/2024 23:36:59	02/18/2024 23:37:14	02/18/2024 23:42:30	02/19/2024 00:19:01	S67FI	R27
83	FPK24020700000256	FALL INJURY	27A	02/07/2024 15:56:17	02/07/2024 15:56:33	02/07/2024 16:01:19	02/07/2024 17:23:26	S67FI	R27
84	FPK24021700000311	FALL INJURY	27A	02/17/2024 11:54:47	02/17/2024 11:55:01	02/17/2024 12:00:07	02/17/2024 12:06:28	S67FI	R27
85	FPK24022200000345	FALL INJURY	27A	02/22/2024 11:30:47	02/22/2024 11:31:06	02/22/2024 11:37:04	02/22/2024 12:14:53	S67FI	R7
86	FPK24022500000375	FALL INJURY	27A	02/25/2024 22:23:57	02/25/2024 22:24:09	02/25/2024 22:28:49	02/25/2024 22:48:20	S67FI	R60
87	FPK24021300000290	FALL INJURY	27A	02/13/2024 12:12:56	02/13/2024 12:13:12	02/13/2024 12:18:05	02/13/2024 12:28:39	S67FI	R27
88	FPK24022700000389	FALL INJURY	27B	02/27/2024 19:41:16	02/27/2024 19:41:29	02/27/2024 19:47:16	02/27/2024 20:27:11	S67FI	R27
89	FPK24022200000343	FALL INJURY	27A	02/22/2024 10:14:04	02/22/2024 10:14:29	02/22/2024 10:22:03	02/22/2024 10:55:07	S67FI	R227
90	FPK24022700000387	FALL INJURY	27A	02/27/2024 11:26:22	02/27/2024 11:26:47	02/27/2024 11:38:05	02/27/2024 12:27:38	S67FI	R27
91	FPK24022200000348	FALL INJURY	27A	02/22/2024 14:07:51	02/22/2024 14:08:14	02/22/2024 14:12:15	02/22/2024 15:05:41	S67FI	R7
92	FPK24022500000374	FALL INJURY	27B	02/25/2024 22:02:33	02/25/2024 22:02:42	02/25/2024 22:11:54	02/25/2024 22:35:30	S67FI	R27
93	FPK24022600000383	FALL INJURY	27A	02/26/2024 21:51:13	02/26/2024 21:51:29	02/26/2024 21:56:34	02/26/2024 23:07:48	S67FI	R27
94	FPK24021700000314	HEADACHE	27A	02/17/2024 23:47:13	02/17/2024 23:47:30	02/17/2024 23:57:05	02/18/2024 00:06:46	S67HE	R27
95	FPK24022500000373	HEADACHE	27A	02/25/2024 20:20:23	02/25/2024 20:20:33	02/25/2024 20:26:14	02/25/2024 21:26:21	S67HE	R27
96	FPK24022900000397	HEMORRHAGE OR LACERATION	27B	02/29/2024 09:59:22	02/29/2024 09:59:44	02/29/2024 10:05:31	02/29/2024 10:37:37	S67HM	R27

	A	B	C	D	E	F	G	H	I
97	FPK24022400000364	HEART PROBLEMS	27A	02/24/2024 14:55:56	02/24/2024 14:56:16	02/24/2024 15:02:43	02/24/2024 15:19:51	S67HP	R27
98	FPK24022400000366	HEART PROBLEMS	27A	02/24/2024 23:54:19	02/24/2024 23:54:31	02/25/2024 00:01:41	02/25/2024 00:41:59	S67HP	R27
99	FPK24022200000351	HEART PROBLEMS	27B	02/22/2024 20:28:31	02/22/2024 20:29:07	02/22/2024 20:36:20	02/22/2024 20:52:09	S67HP	R227
100	FPK24022600000377	HEART PROBLEMS	27A	02/26/2024 04:48:29	02/26/2024 04:48:39	02/26/2024 04:57:30	02/26/2024 05:27:06	S67HP	R27
101	FPK24022800000392	HEART PROBLEMS	27A	02/28/2024 12:11:01	02/28/2024 12:11:09	02/28/2024 12:14:32	02/28/2024 12:50:19	S67HP	R27
102	FPK24020300000244	INJURY	27A	02/03/2024 23:35:05	02/03/2024 23:35:23	02/03/2024 23:41:42	02/04/2024 00:26:43	S67IJ	R27
103	FPK24020900000273	INJURY	27A	02/09/2024 23:38:08	02/09/2024 23:38:36	02/09/2024 23:45:06	02/09/2024 23:54:25	S67IJ	R27
104	FPK24020300000243	INJURY	27A	02/03/2024 22:40:38	02/03/2024 22:41:05	02/03/2024 22:46:30	02/03/2024 23:16:38	S67IJ	R27
105	FPK24021100000281	INJURY	27A	02/11/2024 13:47:06	02/11/2024 13:47:19	02/11/2024 13:52:15	02/11/2024 14:00:08	S67IJ	R27
106	FPK24021800000317	INJURY	27B	02/18/2024 19:16:30	02/18/2024 19:16:45	02/18/2024 19:20:45	02/18/2024 19:50:50	S67IJ	R27
107	FPK24022300000358	OVERDOSE OR POISONING	27B	02/23/2024 14:13:26	02/23/2024 14:13:39	02/23/2024 14:15:49	02/23/2024 15:04:20	S67OD	R27
108	FPK24020200000232	UNCONSCIOUS OR FAINTING	27B	02/02/2024 18:44:15	02/02/2024 18:44:30	02/02/2024 18:51:33	02/02/2024 19:21:48	S67PO	R27
109	FPK24020400000245	UNCONSCIOUS OR FAINTING	27B	02/04/2024 10:21:47	02/04/2024 10:22:11	02/04/2024 10:25:17	02/04/2024 11:09:26	S67PO	R227
110	FPK24020400000246	UNCONSCIOUS OR FAINTING	27A	02/04/2024 10:30:14	02/04/2024 10:30:40	02/04/2024 10:35:49	02/04/2024 11:53:08	S67PO	R227
111	FPK24020700000260	UNCONSCIOUS OR FAINTING	27B	02/07/2024 23:17:18	02/07/2024 23:17:27	02/07/2024 23:22:48	02/07/2024 23:42:38	S67PO	R27
112	FPK24020800000263	UNCONSCIOUS OR FAINTING	27A	02/08/2024 07:25:17	02/08/2024 07:25:40	02/08/2024 07:32:41	02/08/2024 08:11:05	S67PO	R227

	A	B	C	D	E	F	G	H	I
113	FPK24021300000288	UNCONSCIOUS OR FAINTING	27A	02/13/2024 08:52:14	02/13/2024 08:52:30	02/13/2024 08:58:18	02/13/2024 09:18:37	S67PO	R227
114	FPK24021400000297	UNCONSCIOUS OR FAINTING	27A	02/14/2024 18:34:34	02/14/2024 18:35:08	02/14/2024 18:43:03	02/14/2024 18:58:02	S67PO	E27
115	FPK24021400000296	UNCONSCIOUS OR FAINTING	27A	02/14/2024 18:32:04	02/14/2024 18:32:16	02/14/2024 18:38:31	02/14/2024 19:34:54	S67PO	R27
116	FPK24022000000330	UNCONSCIOUS OR FAINTING	27A	02/20/2024 08:19:56	02/20/2024 08:20:15	02/20/2024 08:24:58	02/20/2024 09:23:03	S67PO	R227
117	FPK24022000000332	UNCONSCIOUS OR FAINTING	27B	02/20/2024 13:15:19	02/20/2024 13:15:38	02/20/2024 13:18:58	02/20/2024 14:01:55	S67PO	R27
118	FPK24022100000339	UNCONSCIOUS OR FAINTING	27A	02/21/2024 15:52:26	02/21/2024 15:52:50	02/21/2024 16:00:16	02/21/2024 16:19:24	S67PO	R27
119	FPK24022100000336	UNCONSCIOUS OR FAINTING	27A	02/21/2024 10:10:11	02/21/2024 10:10:24	02/21/2024 10:15:29	02/21/2024 10:49:08	S67PO	R27
120	FPK24021900000327	UNCONSCIOUS OR FAINTING	27A	02/19/2024 09:47:27	02/19/2024 09:47:41	02/19/2024 09:51:17	02/19/2024 10:36:12	S67PO	R227
121	FPK24021400000292	UNCONSCIOUS OR FAINTING	27B	02/14/2024 09:15:56	02/14/2024 09:16:19	02/14/2024 09:25:01	02/14/2024 10:37:50	S67PO	R27
122	FPK24022300000356	UNCONSCIOUS OR FAINTING	27A	02/23/2024 12:08:03	02/23/2024 12:08:17	02/23/2024 12:13:16	02/23/2024 13:02:24	S67PO	R27
123	FPK24022500000371	UNCONSCIOUS OR FAINTING	27A	02/25/2024 18:12:44	02/25/2024 18:13:00	01/01/0001 00:00:00	02/25/2024 18:15:42	S67PO	R227
124	FPK24022200000346	UNCONSCIOUS OR FAINTING	27A	02/22/2024 12:57:44	02/22/2024 12:58:20	02/22/2024 13:03:59	02/22/2024 13:43:21	S67PO	R227
125	FPK24020100000229	SICK PERSON	27B	02/01/2024 11:35:26	02/01/2024 11:36:14	02/01/2024 11:40:17	02/01/2024 11:42:24	S67SP	R27
126	FPK24020700000258	SICK PERSON	27B	02/07/2024 21:22:46	02/07/2024 21:22:59	02/07/2024 21:28:39	02/07/2024 22:15:00	S67SP	R27
127	FPK24020400000248	SICK PERSON	27B	02/04/2024 17:49:38	02/04/2024 17:49:58	02/04/2024 17:57:45	02/04/2024 18:45:53	S67SP	R27
128	FPK24020900000271	SICK PERSON	27A	02/09/2024 12:22:14	02/09/2024 12:22:47	02/09/2024 12:28:14	02/09/2024 12:35:20	S67SP	R27

	A	B	C	D	E	F	G	H	I
129	FPK24020400000249	SICK PERSON	27B	02/04/2024 18:00:37	02/04/2024 18:00:54	02/04/2024 18:08:31	02/04/2024 18:51:45	S67SP	R227
130	FPK24020800000264	SICK PERSON	27A	02/08/2024 12:16:00	02/08/2024 12:16:16	02/08/2024 12:21:43	02/08/2024 12:35:55	S67SP	R27
131	FPK24021500000299	SICK PERSON	27B	02/15/2024 09:43:27	02/15/2024 09:43:38	02/15/2024 09:52:18	02/15/2024 10:28:16	S67SP	R27
132	FPK24021700000310	SICK PERSON	27B	02/17/2024 10:23:01	02/17/2024 10:23:08	01/01/0001 00:00:00	02/17/2024 10:30:15	S67SP	R27
133	FPK24021800000320	SICK PERSON	27A	02/18/2024 19:44:47	01/01/0001 00:00:00	01/01/0001 00:00:00	02/18/2024 19:45:55	S67SP	
134	FPK24021900000326	SICK PERSON	27A	02/19/2024 09:35:29	02/19/2024 09:36:49	02/19/2024 09:41:00	02/19/2024 10:38:04	S67SP	R27
135	FPK24021500000305	SICK PERSON	27A	02/15/2024 23:59:57	02/16/2024 00:00:19	02/16/2024 00:07:37	02/16/2024 00:37:25	S67SP	R27
136	FPK24022100000337	SICK PERSON	27A	02/21/2024 13:27:48	02/21/2024 13:28:03	02/21/2024 13:33:39	02/21/2024 14:22:03	S67SP	R27
137	FPK24021700000312	SICK PERSON	27A	02/17/2024 15:17:38	02/17/2024 15:18:30	02/17/2024 15:33:15	02/17/2024 16:08:07	S67SP	R27
138	FPK24022200000344	SICK PERSON	27A	02/22/2024 10:53:15	02/22/2024 10:53:46	02/22/2024 11:01:23	02/22/2024 11:32:01	S67SP	R7
139	FPK24022200000352	SICK PERSON	27A	02/22/2024 21:02:39	02/22/2024 21:02:48	01/01/0001 00:00:00	02/22/2024 21:52:05	S67SP	R27
140	FPK24022300000357	SICK PERSON	27A	02/23/2024 13:20:16	02/23/2024 13:20:33	02/23/2024 13:26:19	02/23/2024 14:09:25	S67SP	R27
141	FPK24022300000359	SICK PERSON	27A	02/23/2024 14:17:39	02/23/2024 14:18:04	02/23/2024 14:24:36	02/23/2024 14:59:20	S67SP	R227
142	FPK24022400000365	SICK PERSON	27A	02/24/2024 17:19:40	02/24/2024 17:19:55	02/24/2024 17:26:02	02/24/2024 18:15:20	S67SP	R27
143	FPK24022600000379	SICK PERSON	27A	02/26/2024 09:50:24	02/26/2024 09:50:56	02/26/2024 09:56:43	02/26/2024 10:42:50	S67SP	R27
144	FPK24022600000380	SICK PERSON	27B	02/26/2024 13:29:16	02/26/2024 13:29:43	02/26/2024 13:33:51	02/26/2024 14:21:13	S67SP	R27

	A	B	C	D	E	F	G	H	I
145	FPK24022600000382	SICK PERSON	27A	02/26/2024 17:44:35	02/26/2024 17:45:05	02/26/2024 17:51:30	02/26/2024 17:59:31	S67SP	R90
146	FPK24022800000391	SICK PERSON	27A	02/28/2024 08:28:22	02/28/2024 08:28:38	02/28/2024 08:32:39	02/28/2024 09:06:46	S67SP	R27
147	FPK24022900000398	SICK PERSON	27A	02/29/2024 12:47:32	02/29/2024 12:48:49	02/29/2024 12:54:27	02/29/2024 13:31:03	S67SP	R27
148	FPK24022800000395	SICK PERSON	27A	02/28/2024 20:13:40	02/28/2024 20:14:02	02/28/2024 20:19:20	02/28/2024 20:50:28	S67SP	R27
149	FPK24022900000399	SICK PERSON	27A	02/29/2024 15:13:43	02/29/2024 15:13:50	02/29/2024 15:21:35	02/29/2024 15:46:26	S67SP	R27
150	FPK24020800000265	STROKE	27B	02/08/2024 13:32:06	02/08/2024 13:32:14	02/08/2024 13:38:56	02/08/2024 14:33:05	S67ST	R27
151	FPK24020300000242	SEIZURE	27A	02/03/2024 22:01:40	02/03/2024 22:01:54	02/03/2024 22:07:20	02/03/2024 22:33:54	S67SZ	R27
152	FPK24022200000342	SEIZURE	27A	02/22/2024 08:47:28	02/22/2024 08:47:45	02/22/2024 08:53:47	02/22/2024 09:40:37	S67SZ	R27
153	FPK24022600000381	SEIZURE	27A	02/26/2024 17:08:21	02/26/2024 17:08:43	02/26/2024 17:16:08	02/26/2024 18:11:38	S67SZ	R27
154	FPK24020300000239	TROUBLE BREATHING	27A	02/03/2024 17:16:12	02/03/2024 17:16:27	02/03/2024 17:21:42	02/03/2024 18:03:19	S67TB	R227
155	FPK24021900000328	TROUBLE BREATHING	27B	02/19/2024 13:29:07	02/19/2024 13:29:22	02/19/2024 13:35:25	02/19/2024 14:19:45	S67TB	R27
156	FPK24021000000276	TROUBLE BREATHING	27A	02/10/2024 06:37:49	02/10/2024 06:38:12	02/10/2024 06:46:14	02/10/2024 07:45:09	S67TB	R227
157	FPK24022100000335	TROUBLE BREATHING	27B	02/21/2024 07:15:49	02/21/2024 07:16:09	02/21/2024 07:18:57	02/21/2024 08:00:39	S67TB	R27
158	FPK24020400000250	TROUBLE BREATHING	27A	02/04/2024 19:36:06	02/04/2024 19:36:22	02/04/2024 19:44:57	02/04/2024 20:42:41	S67TB	R227
159	FPK24022200000349	TROUBLE BREATHING	27B	02/22/2024 15:38:43	02/22/2024 15:39:02	02/22/2024 15:44:03	02/22/2024 16:22:17	S67TB	R27
160	FPK24022200000350	TROUBLE BREATHING	27A	02/22/2024 19:53:05	02/22/2024 19:53:15	02/22/2024 19:58:53	02/22/2024 20:46:56	S67TB	R227

	A	B	C	D	E	F	G	H	I
161	FPK24021500000301	TROUBLE BREATHING	27A	02/15/2024 10:22:15	02/15/2024 10:22:36	02/15/2024 10:32:35	02/15/2024 11:12:40	S67TB	R60
162	FPK24022200000353	TROUBLE BREATHING	27A	02/22/2024 21:35:41	02/22/2024 21:35:54	02/22/2024 21:48:28	02/22/2024 22:45:36	S67TB	R227
163	FPK24022300000355	TROUBLE BREATHING	27A	02/23/2024 08:47:07	02/23/2024 08:47:21	02/23/2024 08:52:42	02/23/2024 09:48:12	S67TB	R227
164	FPK24022200000341	TROUBLE BREATHING	27A	02/22/2024 07:49:46	02/22/2024 07:50:09	02/22/2024 07:55:38	02/22/2024 08:46:11	S67TB	R227
165	FPK24021800000318	TROUBLE BREATHING	27B	02/18/2024 19:31:02	02/18/2024 19:31:25	02/18/2024 19:38:47	02/18/2024 20:18:14	S67TB	R227
166	FPK24022400000361	TROUBLE BREATHING	27B	02/24/2024 04:49:42	02/24/2024 04:49:57	02/24/2024 04:58:55	02/24/2024 05:48:57	S67TB	R27
167	FPK24022700000384	TROUBLE BREATHING	27B	02/27/2024 00:31:04	02/27/2024 00:31:21	02/27/2024 00:40:45	02/27/2024 01:35:30	S67TB	R27
168	FPK24022700000386	TROUBLE BREATHING	27B	02/27/2024 02:08:10	02/27/2024 02:08:22	02/27/2024 02:13:40	02/27/2024 02:47:14	S67TB	R27
169	FPK24020400000247	UNKNOWN MEDICAL	27B	02/04/2024 16:02:30	02/04/2024 16:02:43	02/04/2024 16:10:24	02/04/2024 16:57:17	S67UM	R27
170	FPK24021200000284	UNKNOWN MEDICAL	27A	02/12/2024 09:11:43	02/12/2024 09:12:08	02/12/2024 09:18:27	02/12/2024 09:21:37	S67UM	R27
171	FPK24021300000291	UNKNOWN MEDICAL	27B	02/13/2024 22:11:06	02/13/2024 22:11:28	02/13/2024 22:17:18	02/13/2024 22:38:42	S67UM	R27
172	FPK24021800000316	UNKNOWN MEDICAL	27A	02/18/2024 11:51:20	02/18/2024 11:51:43	02/18/2024 11:58:49	02/18/2024 12:11:33	S67UM	R27
173	FPK24022800000394	FIRE OR MEDICAL SERVICE CALL	27A	02/28/2024 16:11:22	02/28/2024 16:11:31	02/28/2024 16:15:45	02/28/2024 16:25:34	S68	Q7
174	FPK24021400000293	FIRE OR MEDICAL SERVICE CALL	27A	02/14/2024 09:56:26	02/14/2024 09:56:49	02/14/2024 10:05:47	02/14/2024 10:20:49	S68	E27
175									
176	S25 FIRE	4							
177	S4 ACCIDENT	12							
178	S4 HIGHWAY	14							
179	S49 ALARM	10							

	A	B	C	D	E	F	G	H	I
180	S67 MEDICAL	131							
181	S68 SERVICE CALL	2							
182									
183	TOTAL	173							



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT

3150 SW 52ND Avenue

Pembroke Park, FL 33023

Monthly Status Report

February 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	\$100,648.00
February	48	77	29	15	297	244	\$74,122.00
Total	270	464	184	169	2281	1499	\$473,486.00
Monthly Average This Fiscal Year	54	92.8	36.8	33.8	461.2	299.8	\$94,697.20
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

Correction for the month of January Total Fees was inaccurately reported as \$41,046.00 and should have been \$100,648.00.

Large Construction Projects

District	Project	Description	Notes
Seneca Town Center			
1	Building 2	Building Shell	Build Outs Complete
1	Building 2	Building Shell	Build Outs Complete
Other Projects			
1	Coca Cola	Various Improvements	At different stages
1	Seneca Town Center	Wawa	Open
		Storage Building	Building Out Interior
		Hospital Building	Ready to Issue
4	Magnolia Townhomes	47 Townhomes	Submitted 2nd Round Plan Review
5	Pembroke Villas	28 Townhomes	In approval stage
4	O'Reilly's	Free standing building	Building Out Interior
4	Car Wash	Free standing building	C.O.'ed

AGENDA ITEM REPORT



To:

Subject: Code Compliance Monthly Report - Feb 2024

Meeting: 03 27 2024 DRAFT WORKSHOP COMMISSION MEETING - Mar 27 2024

Department: Code

Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

ATTACHMENTS:

[Code Compliance Department Detail Report - Feb 2024](#)

[CODE COMPLIANCE SPECIAL MAGISTRATE HEARING - Feb 21 2024 - Minutes-](#)

Aleem Ghany, Public Services Director	Status: Pending
Marlen Martell, Town Clerk	Pending



Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9285	2/5/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 905	Sec. 28-260 (8) - Prohibited uses Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Email Regular Mail
8824	2/6/2024	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #3149 John P Curci Drive, Bay # 2-3-4	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.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
	2/7/2024			Complaint		
8726	2/8/2024	2601 SW 51 AVE, PEMBROKE PARK, FL 33023 12-5	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(j). - Exterior maintenance of structures and premises Sec. 12-49. - Storm event debris. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Compliance	J. Ramirez	Regular Mail
8883	2/8/2024	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1983 S Park Rd 4, Pembroke Park, FL 33009	Sec. 15-17. - Business Tax Receipt Required.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8884	2/8/2024	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1985 S Park Rd 3	Sec. 15-17. - Business Tax Receipt Required.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
9153	2/8/2024	2001 SW 31 AVE, PEMBROKE PARK, FL 33009 #2027 SW 31 Ave	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties	Affidavit of Non-Compliance	J. Gustin	Regular Mail

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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	2/8/2024	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.	Affidavit of Compliance	J. Gustin	Regular Mail
9193	2/8/2024	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.	Affidavit of Compliance	J. Gustin	Regular Mail
9294	2/9/2024	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #302 Lone Pine Lane	Sec 5-103 (a). - 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.	Notice of Violation	J. Gustin	Regular Mail
9107	2/12/2024	5510 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town	Affidavit of Compliance	J. Ramirez	Hand
5654	2/12/2024	5417 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Affidavit of Non-Compliance	J. Gustin	Regular Mail

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7273	2/12/2024	2689 S PARK RD, PEMBROKE PARK, FL 33009 #2689-2699 S PARK ROAD, PEMBROKE PARK FL 33009	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. Sec. 12-48. - Outdoor storage prohibited 15-40 - Delinquent business tax receipt fees and penalties. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-177. - Initial certificate of use.	Affidavit of Non-Compliance	J. Ramirez	Hand
7708	2/13/2024	2001 SW 31 AVE, PEMBROKE PARK, FL 33009 #2031	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Affidavit of Non-Compliance	J.Gustin	Regular Mail
5647	2/13/2024	5429 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Affidavit of Compliance	J. Gustin	Regular Mail
5651	2/13/2024	5421 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Affidavit of Non-Compliance	J. Gustin	Regular Mail
5994	2/13/2024	207 E LAKE SHORE DR, PEMBROKE PARK, FL 33009 197	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Hand



Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
6134	2/13/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #LOT 14	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. 28-260 (8) - Prohibited uses	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8834	2/13/2024	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2410 CHARLES RD	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8784	2/13/2024	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #803	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8789	2/13/2024	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #702	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
6999	2/14/2024	4250 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #6	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Email
7708	2/15/2024	2001 SW 31 AVE, PEMBROKE PARK, FL 33009 #2031	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Affidavit of Compliance	J.Gustin	Hand
1159	2/15/2024	2550 S PARK RD, PEMBROKE PARK, FL 33009 #All Ways Towing	Sec. 4-1. - Running at large; impoundment.	Affidavit of Compliance	J.Ramirez	Hand

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8824	2/15/2024	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #3149 John P Curci Drive, Bay # 2-3-4	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.	Affidavit of Compliance	J. Gustin	Regular Mail
8883	2/15/2024	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1983 S Park Rd 4, Pembroke Park, FL 33009	Sec. 15-17. - Business Tax Receipt Required.	Affidavit of Compliance	J. Gustin	Hand
8939	2/15/2024	1841 SW 31 AVE, PEMBROKE PARK, FL 33021 #1849 SW 31 Ave	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Regular Mail
9052	2/15/2024	3146 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #Bay 3-4	Sec. 15-17. - Business Tax Receipt Required. Sec. 11-42(a) - Disposal of solid waste restricted	Affidavit of Compliance	J. Gustin	Regular Mail
9002	2/15/2024	1841 SW 31 AVE, PEMBROKE PARK, FL 33021 #1849 SW 31 Ave	Sec. 5-17. - Permit application. Sec 5-105. - Repairs and installations Sec. 15-17. - Business Tax Receipt Required.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
9153	2/15/2024	2001 SW 31 AVE, PEMBROKE PARK, FL 33009 #2027 SW 31 Ave	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties	Affidavit of Compliance	J. Gustin	Regular Mail
9318	2/15/2024	4420 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4420-4502 W Hallandale Beach	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
9319	2/15/2024	3301 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail



Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9165	2/16/2024	2589 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
9154	2/16/2024	2550 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
9215	2/16/2024	3148 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3152 PEMBROKE RD	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
9233	2/16/2024	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	Affidavit of Compliance	J. Ramirez	Regular Mail
8994	2/16/2024	2517 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8993	2/16/2024	2501 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5466	2/16/2024	2533 S PARK RD, PEMBROKE PARK, FL 33009 #2575 S Park Rd	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 5-103. - Exterior maintenance of structures and premises (a) Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business.	Affidavit of Non-Compliance	J. Ramirez	Regular Mail
5123	2/20/2024	3487 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (f) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
9076	2/20/2024	5525 SW 41 ST, PEMBROKE PARK, FL 33023 #320	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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	2/21/2024	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	Notice of Formal Hearing	J. Ramirez	Hand
7273	2/22/2024	2689 S PARK RD, PEMBROKE PARK, FL 33009 #2689-2699 S PARK ROAD, PEMBROKE PARK FL 33009	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. Sec. 12-48. - Outdoor storage prohibited 15-40 - Delinquent business tax receipt fees and penalties. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-177. - Initial certificate of use.	Affidavit of Compliance	J. Ramirez	Hand

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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	2/22/2024	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	Final Order	J. Ramirez	Certified Mail
7005	2/22/2024	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.	Amended Final Order	J. Ramirez	Certified Mail Hand
5123	2/23/2024	3487 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (f) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail Hand

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
6669	2/23/2024	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.	Amended Final Order	J. Ramirez	Certified Mail Hand
6622	2/23/2024	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	Amended Final Order	J. Ramirez	Certified Mail Hand
7587	2/23/2024	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	2nd Amended Final Order	J. Ramirez	Certified Mail
9004	2/23/2024	5501 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail Hand



Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8797	2/23/2024	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	Final Order	J. Ramirez	Certified Mail Hand
9255	2/23/2024	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	Final Order	J. Ramirez	Certified Mail Hand
5123	2/23/2024	3487 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (f) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-105. - Repairs and installations	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand
5801	2/23/2024	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2402 SUSAN LANE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	J. Ramirez	Certified Mail Email

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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	2/23/2024	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.	Abate Order	J. Ramirez	Certified Mail Hand
5148	2/23/2024	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)	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail
6522	2/23/2024	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #142 W LAKE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	J. Ramirez	Certified Mail Hand
7152	2/23/2024	1975 S PARK RD, PEMBROKE	Sec. 15-22. - Application.	Abate Order	J. Ramirez	Certified Mail
6810	2/23/2024	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.	Abate Order	J. Ramirez	Certified Mail Hand

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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	2/23/2024	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	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand
8439	2/23/2024	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	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand
8243	2/23/2024	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	Final Order	J. Ramirez	Certified Mail Hand
6655	2/23/2024	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	Amended Final Order	J. Ramirez	Certified Mail Hand

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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	2/23/2024	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	Abate Order	J. Ramirez	Certified Mail Hand
6999	2/23/2024	4250 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #6	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	J. Ramirez	Certified Mail Hand
8547	2/23/2024	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.	Final Order	J. Ramirez	Certified Mail Hand
8721	2/23/2024	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.	Final Order	J. Ramirez	Certified Mail
8993	2/26/2024	2501 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8884	2/26/2024	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1985 S Park Rd 3	Sec. 15-17. - Business Tax Receipt Required.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property
8714	2/26/2024	2701 S PARK RD, PEMBROKE PARK, FL 33009 #104 David Drive	Sec 5-103 (a). - 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
8785	2/26/2024	3252 SW 52 AVE, PEMBROKE PARK, FL 33023 #5425 SW 32 Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property
9237	2/26/2024	SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
9154	2/26/2024	2550 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property
8994	2/26/2024	2517 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property
9002	2/26/2024	1841 SW 31 AVE, PEMBROKE PARK, FL 33021 #1849 SW 31 Ave	Sec. 5-17. - Permit application. Sec 5-105. - Repairs and installations Sec. 15-17. - Business Tax Receipt Required.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
5909	2/26/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #106 Pond Drive	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited	Affidavit of Compliance	J. Ramirez	Regular Mail
6134	2/26/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #LOT 14	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. 28-260 (8) - Prohibited uses	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5651	2/26/2024	5421 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
5654	2/26/2024	5417 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
5677	2/26/2024	5407 SW 41 ST, PEMBROKE PARK, FL 33023	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	Affidavit of Service/Posted to Property Certified Mail
9165	2/26/2024	2589 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property
9255	2/27/2024	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	Affidavit of Compliance	J. Ramirez	Regular Mail
6720	2/27/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #520	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J.Gustin	Regular Mail
6720	2/27/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #520	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Gustin	Certified Mail Posted to Property

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Code Compliance Department Report

From 2/1/2024 to 2/29/2024

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9150	2/28/2024	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.	Notice of Formal Hearing	J. Ramirez	Hand
9371	2/29/2024	3180 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 27-32.1. - Enforcement. Sec. 27-33. - Maintenance Sec 5-103(i). - Exterior maintenance of structures and premises Sec. 21-19. - Prohibited signs. Sec. 21-21. (7) - Temporary signs	Notice of Violation	J. Ramirez	Regular Mail
9372	2/29/2024	3900 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 27-32.1. - Enforcement. Sec. 27-33. - Maintenance Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 22-29. - Responsibility for maintenance.	Notice of Violation	J. Ramirez	Regular Mail
9373	2/29/2024	3500 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 27-32.1. - Enforcement. Sec. 27-33. - Maintenance Sec. 22-29. - Responsibility for maintenance. Sec 5-103(l). - Exterior maintenance of structures and premises	Notice of Violation	J. Ramirez	Regular Mail

Summary	
2nd Amended Final Order	1
Abate Order	7
Affidavit of Compliance	18
Affidavit of Non-Compliance	22
Amended Final Order	4
Complaint	0
Final Order	7
Notice of Formal Hearing	18
Notice of Violation	7
Supplemental Order/Claim of	4
Total	88

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MINUTES CODE COMPLIANCE SPECIAL MAGISTRATE HEARING

9:00 AM - Wednesday, February 21, 2024

Council Chambers - 3150 SW 52 AVE, PEMBROKE
PARK, FL 33023

Page

1. CALL TO ORDER: 9:17 A.M.

2. SPECIAL MAGISTRATE OPENING STATEMENT

3. ROLL CALL

SPECIAL MAGISTRATE: Andre McKenney.

CHIEF CODE COMPLIANCE OFFICER: Joseline Ramirez.

CODE COMPLIANCE OFFICER: Jean Gustin.

BUILDING CLERK: Marycari Paz.

CODE COMPLIANCE CLERK: Nazly Cardona.

INTERIM TOWN ATTORNEY: Brian Sherman.

**4. ADOPTION OF AGENDA (DEFERRALS, ADDITIONS,
MODIFICATIONS)**

4.1. CASE 6999 - ADDED TO THE AGENDA TO ABATE FINE

4.2. CASE 7958 - ADDED TO THE AGENDA TO ABATE FINE

4.3. CASE 9076 – CASE REMOVED

5. 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.

6. FORMAL HEARING - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 6.1. **CASE 8243** - 5525 SW 41 ST PEMBROKE LLC - 5525 SW 41 ST, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 8243](#)

Respondent or Representative	Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Stephanie Dum.	120 Days to Comply \$250.00 Per Diem \$100.00 Admin Fee	06/20/2024.

- # - # 6.2. **CASE 8547** - VENTURE UNIT 120 INC - 5100 SW 41 STREET #318, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 12-76(b) NUISANCES: DUTY OF PROPERTY OWNERS AND TENANTS TO PREVENT - **FIRST OFFENSE** [Case Overview 8547](#)

Respondent or Representative	Final Order Issued	Date to Comply by Before per Diem Fine is Applied
- Albaet Montot.	90 Days to Comply \$250.00 Per Diem \$100.00 Admin Fee	05/21/2024.

- # - # 6.3. **CASE 8721** - 3250 LLC - 3520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 15-17 - BUSINESS TAX RECEIPT REQUIRED; 15-175 - CERTIFICATE OF USE REQUIREMENTS; 15-40 - DELINQUENT BUSINESS TAX RECEIPT FEES AND PENALTIES; 22-28 - TO BE FREE FROM SHRUBS, HEDGES, ROCK SUBSTANCES, ETC.; 22-29 - RESPONSIBILITY OF MAINTENANCE - **FIRST OFFENSE** [Case Overview 8721](#)

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	03/22/2024.

- # - # 6.4. **CASE 8797** - LUMAX INVESTMENTS LLC - 5501 SW 33 ST, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 8797](#)

Respondent or Representative	Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Luciano Resualdani.	60 Days to Comply \$250.00 Per Diem \$100.00 Admin Fee	04/21/2024.

- # - # 6.5. **CASE 9004** - LUMAX INVESTMENTS LLC - 5501 SW 33 STREET, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **REPEAT OFFENSE** [Case Overview 9004](#)

Respondent or Representative	Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Luciano Resualdani.	60 Days to Comply \$250.00 Per Diem \$100.00 Admin Fee	04/21/2024.

- # - # 6.6. **CASE 9076** - 5525 SW 41 ST PEMBROKE LLC - 5525 SW 41 STREET, #320, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 9076](#)

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

- # - # 6.7. **CASE 9233** - COLE FD PORTFOLIO III LLC % FAMILY DOLLAR STORE 26608 - 4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 - FORMAL HEARING- SECTION(s) 12-41 - ACCUMULATIONS DEEMED PUBLIC NUISANCES; 12-46 - FAILURE OF OWNER TO COMPLY WITH NOTICE; ASSESSMENT FOR CORRECTIONS BY TOWN; 13-2 - STORAGE OF ABANDON PROPERTY IN THE OPEN PROHIBITED; 13-5 - PROCEDURE FOR ABANDONED PROPERTY LOCATED ON PRIVATE PROPERTY; 22-29 - RESPONSIBILITY FOR MAINTENANCE; 25-16 - RESTRICTIONS - **REPEAT OFFENSE** [Case Overview 9233](#)

Respondent or Representative	Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Absent.	15 Days to Comply as of 01/26/2024 \$500.00 Per Diem \$100.00 Admin Fee	02/10/2024

- # - # 6.8. **CASE 9255** - HANLEX PROPERTIES LLC - 4790 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-103(h)(i)(l) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 22-27 - USE OF CERTAIN GRASS SPECIES; 22-29 - RESPONSIBILITY OF MAINTENANCE; 27-33 - MAINTENANCE - **REPEAT OFFENSE** [Case Overview 9255](#)

Respondent or Representative	Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Absent.	15 Days to Comply \$250.00 Per Diem \$100.00 Admin Fee	03/07/2024.

7. HEARING TO CONFIRM FINE - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 7.1. **CASE 5123** - HEATON,SCOTT H/E MULLER,ALEX - 3487 SW 52 AVE, PEMBROKE PARK, FL 33023 - HEARING TO CONFIRM FINE - SECTION(s) 5-103(a)(c)(f)(h) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 5123](#)

Respondent or Representative	Supplemental Order/Code Compliance Lien Issued
- Scott Heaton. - Ramon Alvarez.	Confirmed Fine of \$2,100.00.

- # - # 7.2. **CASE 5148** - BELL, VINCENT A/ WICKER, MARIE NADEGE - 3900 SW 52 AVE, PEMBROKE PARK, FL 33023 701 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-2(a)(b) - NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES - **FIRST OFFENSE** [Case Overview 5148](#)

Respondent or Representative	Supplemental Order/Code Compliance Lien Issued
Absent.	Confirmed Fine of \$41,550.00.

- # - # 7.3. **CASE 5167** - CHAMBERS,MICHAEL H/E PLUMMER,JANNA - 3433 SW 52 AVE, PEMBROKE PARK, FL 33021 17 - HEARING TO CONFIRM FINE - SECTION(s) 5-103(a)- EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 5167](#)

Respondent or Representative	Supplemental Order/Code Compliance Lien Issued
Michael Chambers.	Confirmed Fine of \$42,300.00.

- # - # 7.4. **CASE 8439** - 5525 SW 41 ST PEMBROKE LLC - 5525 SW 41 ST, PEMBROKE PARK, FL 33023 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 28-346(f) - PORTABLE STORAGE UNITS - **REPEAT OFFENSE** [Case Overview 8439](#)

Respondent or Representative	Supplemental Order/Code Compliance Lien Issued
Stephanie Dunn.	Confirmed Fine of \$32,100.00.

8. HEARING TO ABATE FINE - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 8.1. **CASE 5801** - LUIS ROCA/COBBLESTONE II BMB LLC - 2402 SUSAN LANE, PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 5801](#)

Respondent or Representative	Order of Abatement Issued	Date to Submit Payment by
Absent.	Fine Abated to \$3,557.00 Payable in 30 Days or Reverts to \$34,15700.	03/22/2024.

- # - # 8.2. **CASE 6810** - WILSON,MCNEIL/WILSON,ANGELA HEARING - 5511 SW 32 CT, PEMBROKE PARK, FL 33023 1-2 - HEARING TO ABATE FINE - SECTION(s) 5-103(a)(c) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 6810](#)

Respondent or Representative	Order of Abatement Issued	Date to Submit Payment by
Mcnel Wilson.	Fine Abated to \$1,647.50 Payable in 30 Days or Reverts to \$135,500.00.	03/22/2024.

- # - # 8.3. **CASE 6522** - CHRISTIAN CHEVALIER - 142 W LAKE DRIVE, PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 6522](#)

Respondent or Representative	Order of Abatement Issued	Date to Submit Payment by
Christian Chevalier.	Fine Abated to \$1,080.00 Payable in 30 Days or Reverts to \$9,900.00.	03/22/2024.

- 8.4. **CASE 6999** - EXCELENTE LLC - 4250 W HALLANDALE BEACH BLVD, #6, PEMBROKE PARK, FL 33023 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **REPEAT OFFENSE**

Respondent or Representative	Order of Abatement Issued	Date to Submit Payment by
Johny Frontal Jr..	Fine Abated to \$18,082.00 Payable in 120 Days or Reverts to \$119,650.00.	06/20/2024.

- # - # 8.5. **CASE 7152** - PARK 31ST CORP - 1985 S PARK ROAD #1, PEMBROKE PARK FL 33009 - HEARING TO ABATE FINE - SECTION(s) 15-22 - APPLICATION - **FIRST OFFENSE** [Case Overview 7152](#)

Respondent or Representative	Order of Abatement Issued	Date to Submit Payment by
Adelmo de Jesus.	Fine Abated to \$6,520.00 Payable in 30 Days or Reverts to \$42,900.00.	03/22/2024.

- # - # 8.6. **CASE 7745** - INFINITY AZURE LLC - 3302 SW 54TH AVE, PEMBROKE PARK, FL 33023 - HEARING TO ABATE FINE - SECTION(s) 5-103(a)(c)(d)(g) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **REPEAT OFFENSE** [Case Overview 7745](#)

Respondent or Representative	Order of Abatement Issued	Date to Submit Payment by
Mariah Cruz.	Fine Abated to \$10,544.00 Payable in 30 Days or Reverts to \$69,350.00.	03/22/2024.

- 8.7. **CASE 7958** - INFINITY AZURE LLC - 3351 SW 55th AVE, PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-103(a)(b)(g) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **REPEAT OFFENSE**

Respondent or Representative	Order of Abatement Issued	Date to Submit Payment by
Mariah Cruz.	Fine Abated to \$29,632.00 Payable in 30 Days or Reverts to \$196,657.00.	03/22/2024.

9. HEARING TO EXTEND TIME - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 9.1. **CASE 6622** - MIGUEL ROMERO - 131 JANIS BLVD, PEMBROKE PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s) 5-103(k) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION **FIRST OFFENSE** [Case Overview 6622](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Lesion Maldonado.	90 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	05/21/2024.

- # - # 9.2. **CASE 6655** - JOHNATHAN ROGER SILVERIO - 3140 W HALLANDALE BEACH BLVD, LOT 909, PEMBROKE PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s) 5-103(i)(j) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 12-48 - OUTDOOR STORAGE PROHIBITED; 12-61 - EXCESSIVE UNTENDED GROWTH DEEMED PUBLIC NUISANCES; 12-76(b) NUISANCES: DUTY OF PROPERTY OWNERS AND TENANTS TO PREVENT; 27-33 - MAINTENANCE - **FIRST OFFENSE** [Case Overview 6655](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Pelayo Maldonado.	60 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	04/21/2024.

- # - # 9.3. **CASE 6669** - NERIDA FLORES - 3140 W HALLANDALE BEACH BLVD, LOT 232, PEMBROKE PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 6669](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Nerida Flores.	60 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	04/21/2024.

- # - # 9.4. **CASE 7005** - LIDIA CHAVZ PINEDA - 3140 W HALLANDALE BEACH BLVD, LOT 802, PEMBROKE PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s) 5-103(a)(k) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** [Case Overview 7005](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Lidia Chavez.	60 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	04/21/2024.

- # - # 9.5. **CASE 7587** - JOSE COLMENARAS - 2307 SW 31ST COURT, PEMBROKE PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s) 5-103(a)(h) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** [Case Overview 7587](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Absent	90 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	05/21/2024.

10. ADJOURNMENT: 11:29 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.

AGENDA ITEM REPORT



To: Town Mayor & Commission

Subject: Amnesty Program expired as of 4/30/2022. I would like to request for the program to be extended until 01/31/2026. 40,000 was allocated from the aarpa funds to reimburse up to 1,500 hundred to the residents which completed the program. I would also like to request an additional \$25,000 from the aarpa funds to be allocated towards the amnesty program if approved by the Town Commission. This program has helped many residents with financial hardship, and we would like to continue to aid the residents by extending the amnesty program.

Meeting:

Department: Code

Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

RECOMMENDATION:

To extend the amnesty program until 01/31/2026

ATTACHMENTS:

[2021-061 amnesty program](#)

[Agenda Item Report - AIR-22-200 - Pdf](#)

[AGENDA SPECIAL COMMISSION MEETING - Dec 15 2021 - Agenda - Pdf](#)

[ARPA DrawDown](#)

[Building PP presentation Amnesty Program](#)

	Status:
Jacobs Horowitz, Interim Town Attorney	Approved - Mar 08 2024
Aleem Ghany, Public Services Director	Approved - Mar 11 2024
Marlen Martell, Town Clerk	Approved - Mar 11 2024

RESOLUTION NO. 2021-061

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ESTABLISHING AND ADOPTING AMNESTY PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been an excess of work performed in the Town (the “Town”) without permits which goes unchecked for compliance with the codes and which neglects to preserve occupant safety; and

WHEREAS, residing property owners have enlarged and/or modified their homes without first acquiring permits, and this has been compounded by changes in ownership; and

WHEREAS, this has led to an increased concern for the safety, welfare and health of residents; and

WHEREAS, the overwhelming receipt of referrals from concerned citizens, has prompted the Town to create a process to uniformly seek compliance from deficient properties; and

WHEREAS, Town Administration believes that the implementation of an Amnesty Program will educate property owners, and create an opportunity to bring their properties into compliance; and

WHEREAS, currently each property identified, must go through the special magistrate process which makes the overall process lengthy, costly, and burdensome on both the Town and property owners; and

WHEREAS, Town Administration recommends establishment and adoption of the Amnesty Program Guidelines, as attached as Exhibit “A”, to give property owners a window of opportunity to disclose work performed without permits, such disclosure would benefit the Town

and the residents; and

WHEREAS, the Mayor and Town Commission have determined that the recommendation of the establishment of an amnesty program is in the best interest of the Town of Pembroke Park, and its residents.

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

SECTION 1: Establishment of Amnesty Program. The Mayor and Town Commission hereby establish and adopt the Amnesty Program Guidelines” as attached in Exhibit “A”, and as may be amended from time to time.

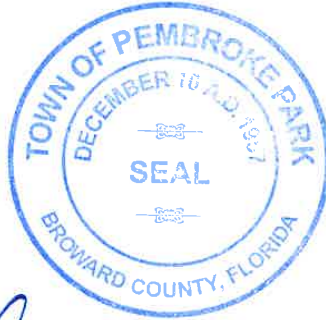
SECTION 2: Town Manager Authorization. The Town Manager is hereby authorized to implement the Amnesty Program Guidelines and take the necessary steps to effectuate the program. The Amnesty Program shall remain effective for a period of one (1) year and which shall commence January 1, 2022.

SECTION 3: Severability That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 4: Conflicts. That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

SECTION 5: Effective Date. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED this 15 day of December, 2021.

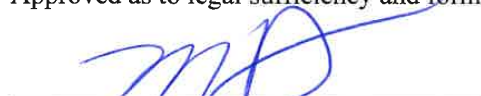



GEOFFREY JACOBS
Mayor

ATTEST:


MARLEN MARTELL
Town Clerk

Approved as to legal sufficiency and form.


MELISSA ANDERSON
Town attorney

AGENDA ITEM REPORT



To: Commission Approval
Subject: Request for Extension to the "Amnesty Program" Expiration Date
Meeting: 12 14 2022 DRAFT AGENDA REGULAR COMMISSION MEETING - Dec 14 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[22-027](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 22-027

DATE: December 07, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Reynold Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

FROM: Miguel A. Núñez, Building Official *MN*

RE: **AMNESTY PROGRAM EXTENSION.**

At this time, I would like to request authorization from the commission to extend the expiration date of the "Amnesty Program" until April 30, 2022, due many unforeseen issues with the outside contributors of this program.

Therefore, your approval to this matter will be appreciated by the applicants and the community.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: File.



AGENDA SPECIAL COMMISSION MEETING

7:00 PM - Wednesday, December 15, 2021
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
4.1. Removed from consent item 7.6. Added to consent waiver of penalty fee. Add to agenda Finance Department by Mayor Jacobs	
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6. PRESENTATIONS	
6.1. Bills of Interest - Lobbyist Sigerson Lobbyist Bills of Interest Memo	7 - 16
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell Special Commission Meeting - November 23, 2021 Workshop Commission Meeting - November 23, 2021 11 23 2021 REVISED 12 29 2021 SPECIAL COMMISSION MINUTES 11 23 2021 REVISED 12 29 2021 Workshop Commission Meeting	17 - 27
7.2. Bills over \$10,000 - Finance Director Taubenfeld Finance Bills Over \$10,000 December 15th 2021	28
7.3. Fiscal 2021 - PRE Audit Revenue and Expenditures for the fiscal year end 2021 - Finance Director Taubenfeld AIR-21-288 None Agenda Item Report - AIR-21-288 - Pdf Replacement of graph on page 31 of the agenda	29 - 34
7.4. Regional Mutual Aid Agreement for Law Enforcement and Fire/Rescue Services - Town Attorney Anderson AIR-21-276 Approve the Regional Mutual Aid Agreement Agenda Item Report - AIR-21-276 - Pdf	35 - 49
7.5. Updates to Employee Handbook - HR Consultant Menegazzo Page 7 of 52	50 - 132 Page 1 of 595

[HR Cover Letter Handbook](#)
[HR Employee Handbook Reviewed by TA](#)

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

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

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

RESOLUTION NO. 2021-060

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

AIR-21-274

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

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

Recommend waiving the penalty fee.
[Waiver Request - Telesphere Solutions - Pdf](#)

8. RESOLUTIONS

- 8.1. Town of Pembroke Park "Amnesty Program" - Building Official Nunez 236 - 267

RESOLUTION NO. 2021 - 061

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

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

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

9. ORDINANCES

9.1. 1ST HEARING

268 - 344

Establishing a General Government Facilities Impact Fee - Town Planner Siegel

ORDINANCE NO. 2021-009

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

AIR-21-278

Approve the Ordinance on First Reading

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

9.2. 2ND AND FINAL PUBLIC HEARING

345 - 363

Amending the permitted and special permit uses - Town Planner Siegel

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

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

Approve and Adoption of Ordinance 2021-007

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

10. OLD BUSINESS

10.1. Police Department Budget - Fiscal 2022

364 - 367

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

- | | | |
|-------|--|-----------|
| 10.2. | Used Police Cars from Jupiter Police Department - Interim Police Chief Howard | 368 - 371 |
| | <p>Staff recommends purchasing these three vehicles used from the Jupiter Police Department and having them re-stripped to reflect Pembroke Park.</p> <p>Agenda Item Report - AIR-21-232 - Pdf
 Police Jupiter Car Invoice 20430</p> | |
| 10.3. | Purchase of printers for police vehicles - Interim Police Chief Howard | 372 - 374 |
| | <p>Approve purchase.</p> <p>Agenda Item Report - AIR-21-224 - Pdf</p> | |
| 10.4. | Police Department Engineering Design Proposal from Calvin & Giordano - Public Services Director Clark | 375 - 381 |
| | <p>Recommendation to approve the engineering design proposal to begin the construction procurement process</p> <p>Agenda Item Report - AIR-21-247 - Pdf</p> | |
| 10.5. | PremierOne Mobile Licenses w/install - Interim Police Chief Howard | 382 - 388 |
| | <p>Staff recommends the purchase of ten (10) licenses in total for use by the officers to interact with the Regional Dispatch Center.</p> <p>Agenda Item Report - AIR-21-251 - Pdf</p> | |
| 10.6. | Central Square Software Licenses to access the Broward County Records Management System - Interim Police Chief Howard | 389 - 394 |
| | <p>Staff recommends the purchase of twenty (20) sole-source Records Management System (RMS) Licenses.</p> <p>Agenda Item Report - AIR-21-255 - Pdf</p> | |
| 11. | NEW BUSINESS | |
| 11.1. | Elevators - Public Services Director Clark | |
| 11.2. | Site Development Plan / 3195 West Hallandale Beach Boulevard / Seneca Town Center - Town Planner Siegel
AIR-21-271 | 395 - 457 |
| | <p>Approve with conditions the Site Development Plan at 3195 West Hallandale Beach Boulevard.</p> <p>Agenda Item Report - AIR-21-271 - Pdf</p> | |
| 11.3. | Parking Reduction for a self-storage facility / 3195 West Hallandale Beach Boulevard / Seneca Town Center - Town Planner Siegel
AIR-21-272 | 458 - 479 |
| | <p>Approve with conditions a Parking Reduction for a self-storage facility at 3195 West Hallandale Beach Boulevard.</p> | |

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

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

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

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

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

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

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

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

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

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

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

We are recommending approval.

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

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

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

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

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

Approve Budget Amendment

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

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

12. DISCUSSION

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

Approval of Budget Amendment

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

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

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

13. ATTORNEY COMMENTS

14. TOWN MANAGER COMMENTS

15. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins
Vice Mayor Dieuveille
Mayor Jacobs

16. ANNOUNCEMENTS

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

17. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

AGENDA ITEM REPORT



To: TM and Commission
Subject: Town of Pembroke Park "Amnesty Program"
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Building
Staff Contact: Miguel Nunez, Building Official

FINANCIAL IMPACT:

TBD

ATTACHMENTS:

[21-012](#)
[TOPP Amnesty Program](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 21-012

DATE: November 18, 2021
TO: Town Commission
TO: Juan C. Jimenez, Town Manager
FROM: Miguel A. Núñez, Chief Building Official *MN*
RE: **TOWN OF PEMBROKE PARK AMNESTY PROGRAM**

At this time, I would like to present to you the attached "Town of Pembroke Park Amnesty Program". This program will assist the resident/occupied property owner with the building and code violations.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Town Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2021/21-012.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2021/21-012.docx)

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Amnesty Program

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Town of Pembroke Park Amnesty Program

Program Effective Period

Program is effective between January 01, 2022, and December 31, 2022.

Why program is needed.

An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties. The Amnesty Program provides a window of opportunity for property owners to legalize work performed without permits and gain compliance with current codes. Property owners of one-and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program. During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Who can apply?

Only residing owners (not corporations or rentals) of property for one- and two-family residences, fee simple townhomes, mobile homes or condominium dwelling units qualify for the Amnesty Program.

Conditions

Once applied for the amnesty program, the applicant will have three months to apply for all the required building permit(s).

What is the process?

1. Hire an architect or engineer to prepare permit documents (as per program).
2. Apply for a building permit(s)
3. Communicate with Code Compliance Division about an existing code case (if applicable)
4. Process the permit application through the applicable disciplines.
5. Apply for zoning variances, if needed
6. Obtain the approved permit
7. Enter construction and/or inspection phase.
8. Obtain final inspections to close permit.
9. Settle code case with Code Compliance Division (if applicable)

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Benefits

Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees

Code fines are stayed upon permit application.

Bring work into compliance with current building and zoning codes.

Q&A

Q: How long will it take to process my permit application?

A: It depends on the extent of work performed, the complexity of the job and the quality of the permit documents, but our goal is to review your application within 10 business days.

Q: How much will my permit cost?

A: The normal permit fees are based on the overall value of the work performed. The Amnesty Program will save the property owner several fees associated with this process, if you take advantage of the program.

Q: Can I obtain the building permit as an owner-builder?

A: Only if you are the residing owner of a one- or two-family residence, fee simple townhome, mobile home and condominium dwelling units property for your use and occupancy.

Q: How long will I have to process my permit application?

A: Three months from Amnesty Program application to apply the building permit.

Q: How will inspections of the work be performed?

A: If the work performed is concealed, your architect or engineer should have the ability to investigate the work and provide a professional affidavit certifying that the work conforms to the building codes. Work that remains accessible may be inspected by Town inspectors.

Q: What happens if I have an existing code violation case?

A: Apply for a building permit that would resolve the violation and have running fines stayed or have the case process suspended.

Q: What happens with the stayed fines of my code case if I do not obtain a building permit within the amnesty period?

A: Should the property owner have running fines stayed during the amnesty period and no building permit is obtained, the deferred fines will be added to the previous fines and continue to accrue until settled through the standard mitigation process.

Q: What happens if the structure I built encroaches within zoning setbacks?

A: Should setback encroachments be identified during the permit process, the property owner has the choice of modifying the structure or applying for a zoning variance, which will require a separate variance application and fee. If the variance is approved, the permit review process may continue, otherwise the permit work will have to be modified to meet zoning requirements.

Contact information

Additional information can be obtained from the Town's website at www.tppfl.gov or by calling the Department at 954-966-4600.

Town Hall location and Department

The Building Division is located at the Town Hall Complex at 3150 SW 52nd Avenue, Pembroke Park, FL 33023. The Division's permit application hours are Monday through Friday between 7:30 a.m. to 4:00 p.m.

Amnesty Info Letter

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TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

December 15, 2021

Town of Pembroke Park Residents

RE: Building Permit Amnesty Program

Dear Resident:

On _____, the Town Commission adopted a resolution providing a window of opportunity for those residential properties that had work performed without permits. The program accepts work not previously permitted and provides a resolution to ongoing Special Magistrate Code Compliance Cases. The Amnesty Program provides several benefits, including the reduction of building permit penalties and fines.

Qualified residents have between January 01, 2022, and December 31, 2022, to apply for this program and three months to apply for a building permit to take advantage of the Amnesty Program benefits.

The Amnesty Program is available to property owners (Residents only, not corporations or rental units) of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units. Upon application for permit the applicant is given three months to secure the required permit.

An informational brochure is available upon request and at the Town's website www.tppfl.gov, which explains the benefits and conditions of the program. Further information is available by calling the Building Department at 954-966-4600.

Best regards,

Miguel Nunez, MPA, CBO, CFM
Building Official

O. 954-966-4600
F. 954-966-5310
E. mnunez@tppfl.gov

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/amnesty/amnesty form letter.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/amnesty/amnesty%20form%20letter.docx)

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Amnesty Application

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TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

BUILDING CODE AMNESTY PROGRAM APPLICATION

Property Owners Name:	Date of Application:
	Code Case Number:
Property Address:	Folio Number:
Mailing Address of Owner:	
Telephone /Contact Number of Owner:	
Email of the Owner:	
Please submit the following documents to verify property residency (all must show the applicant information)	
☐ Copy of Warranty Deed, Quit Claim Deed and or Tax Bill	
☐ Driver's License or ID	
☐ Utility Bill	
Sworn Statement:	
Are you or will you be renting/lease or sell the property within one year? ☐ Yes ☐ No	
Attach a copy of Civil Violation Notices and Total Amounts Currently Due:	

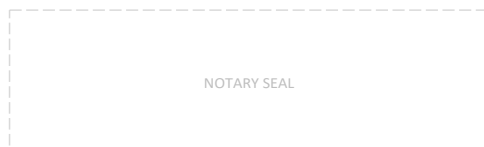
Signature of Property Owner

Date

STATE OF FLORIDA

COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____ by:



(NOTARY'S SIGNATURE)

Notary Name _____
(Print, Type or Stamp Notary's Name)

Personally Known ____ or Produced Identification ____

Type of Identification Produced _____

Amnesty Guidelines

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TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

AMNESTY PROGRAM GUIDELINES

Exhibit "A"

Effective January 01, 2022 – December 31, 2022

The purpose of the Amnesty Program is to give the residing property owners a window of opportunity to disclose work performed without permits and apply for appropriate permits that would bring the improvements up to code standards. The Amnesty Program is applicable to all types of work performed without permits such as additions, remodeling, repairs, and replacement. In certain cases, the approval of a variance may be necessary to remedy the violation. Such disclosure would benefit from the amnesty provisions listed below.

Amnesty Provisions:

1. Pay reduced permit fees.
2. Stay any/all Code Compliance running fines on existing code cases upon permit application. (The fines will resume if the permit application or issued permit is allowed to expire and there is no further activity to remedy the violation.)
3. Suspend the process of Code Compliance case if one has been initiated.
4. If no Code Compliance case has been initiated, the establishment of one would be postponed.
5. Obtain the necessary variance(s), prior to issuance of building permit.

Conditions:

1. Effective period: one year from resolution adoption to apply for permit, and variance (if necessary).
2. Program only applies to residing owners (not corporations or rental units) to single family, duplex, mobile homes, condominium dwelling units (excluding common areas) and townhomes and accessory structures thereto.
3. Comply with the latest edition of the Florida Building Code. (There are no grandfathering provisions as there is no statute of limitations on work performed without permits, but the original legally existing structure can use the provisions of the Existing Building Code volume when considering the new work.), and the town zoning codes.
4. Provide professional as-built plans and certification for all completed work prepared, signed, and sealed by a State of Florida Registered Architect or Licensed Engineer.

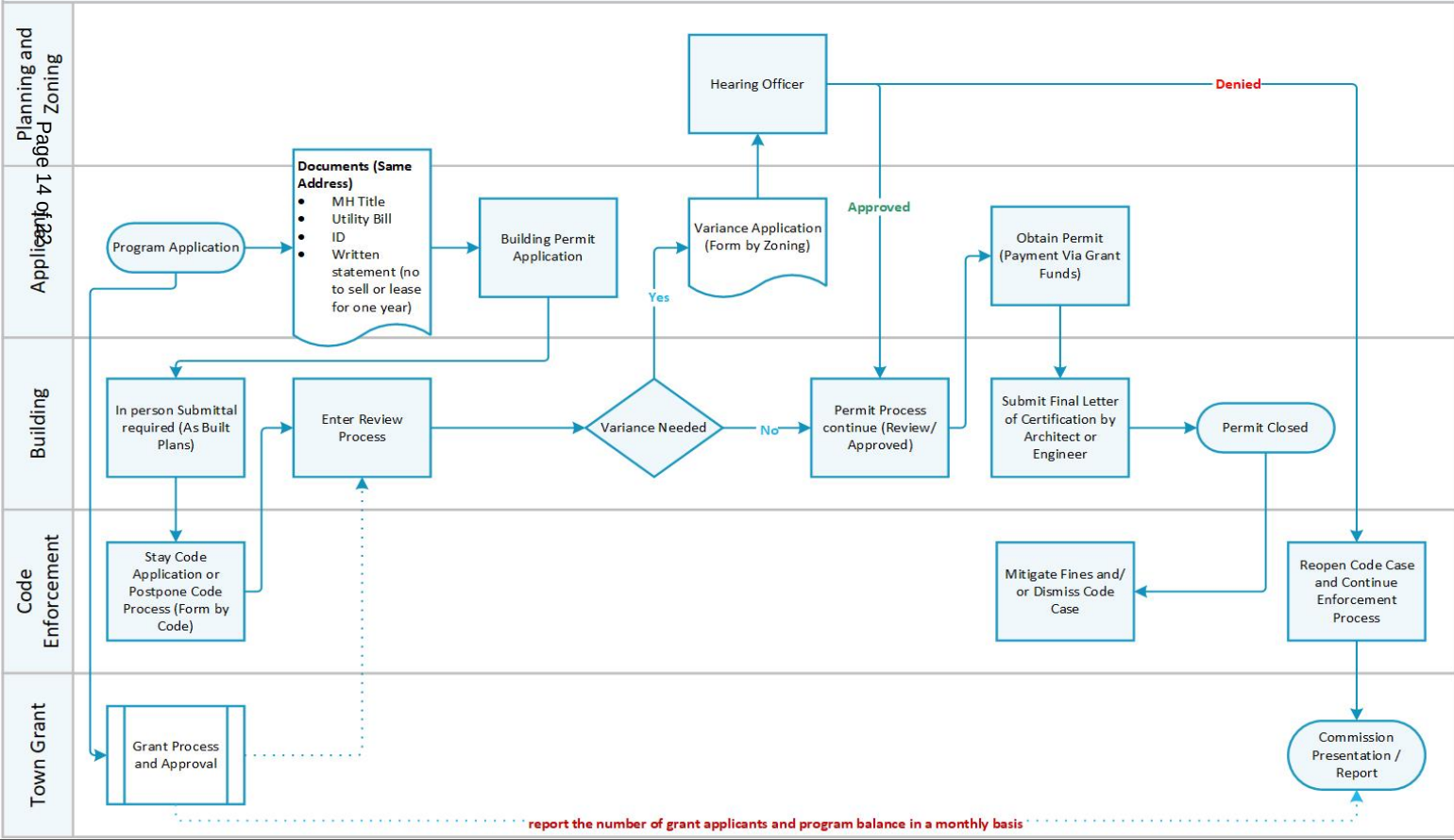
Amnesty Workflow

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Building / Code Amnesty Program Flowchart



Amnesty Brochure

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What you need to know!

Who can apply?

Only resident owners of property for one and two family residences, fee simple town-homes, mobile homes or condominium dwelling units qualify for the Amnesty Program.

When can I apply?

Between January 01, 2022 and December 31, 2022

What is the process?

1. Hire an architect or engineer to prepare permit documents
2. Apply for a building permit
3. Communicate with Code Compliance Division about an existing code case
4. Apply for zoning variances, if needed
5. Obtain permit
6. Enter construction and/or inspection phase
7. Obtain final inspection to close permit
8. Settle code case with Code Compliance Division, if applicable

Benefits

- ◆ Usual permit penalties and fines are reduced, pay only town commission adopted permit fees
- ◆ Code fines are stayed and code case suspended upon permit application
- ◆ Bring work into compliance with current building and zoning codes

Geoffrey Jacobs

Mayor

Reynold Dieuville

Vice Mayor

William Hodgkins

Clerk-Commissioner

Juan Carlos (JC) Jimenez

Town Manager



Pembroke Park City Hall

3150 SW 52nd Avenue

Office Hours: 8:00 a.m. to 4:00 p.m. M-F

Phone: 954-966-4600

Building Division Extension 247

Planning & Zoning Extension 401

Code Compliance Extension 215

Building Permit Amnesty Program Guidelines



Building Department

Effective January 01, 2022 to December 31, 2022



WWW.TPPFL.GOV

About the Program

An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties. The Amnesty Program provides a window of opportunity for resident property owners to



legalize work performed without permits and gain compliance with current codes. Property owners of one and two family residences, townhomes, mobile homes and condominium dwelling units have access to participate and take advantage of the benefits of the program. During a year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Questions and Answers

- Q:** How long will it take to process my permit application?
A: It depends on the extent of work performed, the complexity of the job and the quality of the permit documents, but our goal is to review your application within 10 business days.
- Q:** How much will my permit cost?
A: The normal permit fees are based on the overall value of the work performed. The Amnesty Program will save the property owner several fees associated with this process, if you take advantage of the program.
- Q:** Can I obtain the building permit as an owner-builder?
A: Only if you are the owner residing at one or two family residence, fee simple townhome or mobile home property for your use and occupancy. Condominium dwelling units and properties not used and occupied by the property owner will need the services of a licensed contractor.
- Q:** How long will I have to process my permit application?
A: Three months after the Amnesty application to apply for the building permit.
- Q:** How will inspections of the work be performed?
A: If the work performed is concealed, your architect or engineer should have the ability to investigate the work and provide a professional affidavit certifying that the work conforms to the building codes. Work that remains accessible may be inspected by Town inspectors.
- Q:** What happens if I have an existing code violation case?
A: Apply for a building permit that would resolve the violation and have running fines stayed or have the case process suspended.
- Q:** What happens with the stayed fines of my code case if I do not obtain a building permit within amnesty period?
A: Should the property owner have running fines stayed during the amnesty period and no building permit is obtained, the deferred fines will be added to the previous fines and continue to accrue until settled through the mitigation process.
- Q:** What happens if the structure I built encroaches within zoning setbacks?
A: Should setback encroachments be identified during the permit process, the property owner has the choice of modifying the structure or applying for a zoning variance, which will require a separate variance application and fee. If the variance is approved, the permit review process may continue, otherwise the permit work will have to be modified to meet zoning requirements.

Amnesty Press Release

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TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

AMNESTY PROGRAM PRESS RELEASE

What:

The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist residing property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.

When:

Eligible residing property owners can apply starting January 01, 2022, but the program will end December 31, 2022

Where:

The Building Division is located at Town Hall Complex, 3150 SW 52nd Avenue, Pembroke Park, FL 33023 with office hours between 7:30 am to 4:00 pm Monday through Friday. For additional information please visit our website at www.tppfl.gov or call 954-966-4600.

Amnesty Resolution

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RESOLUTION NO. 2021 -

**A RESOLUTION OF THE MAYOR AND TOWN
COMMISSION OF THE TOWN OF PEMBROKE PARK,
FLORIDA ESTABLISHING AND ADOPTING AMNESTY
PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO
PERFORMED WORK WITHOUT PERMITS TO FACILITATE
BRINGING PROPERTY INTO COMPLIANCE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, there has been an excess of work performed without permits which goes unchecked for compliance with the codes and which neglects to preserve occupant safety; and

WHEREAS, residing property owners have enlarged and/or modified their homes without first acquiring permits, and this has been compounded by changes in ownership; and

WHEREAS, this has led to an increased concern for the safety, welfare and health of residents; and

WHEREAS, the overwhelming receipt of referrals from concerned citizens, has prompted the Town to create a process to uniformly seek compliance from deficient properties; and

WHEREAS, Town Administration believes that the implementation of an Amnesty Program will educate property owners, and create an opportunity to bring their properties into compliance; and

WHEREAS, currently each property identified, must go through the special magistrate process which makes the overall process lengthy, costly, and burdensome on both the Town and property owners; and

WHEREAS, Town Administration recommends establishment and adoption of the Amnesty Program Guidelines, as attached as Exhibit "A", to give property owners a window of opportunity to disclose work performed without permits, such disclosure would benefit the Town and the residents; and

WHEREAS, the Mayor and Town Commission have determined that the recommendation of the establishment of an amnesty program is in the best interest of the Town of Pembroke Park, and

its residents.

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

SECTION 1: Establishment of Amnesty Program. The Mayor and Town Commission hereby establish and adopt the Amnesty Program Guidelines” as attached in Exhibit “A”, and as may be amended from time to time.

SECTION 2: Town Manager Authorization. The Town Manager is hereby authorized to implement the Amnesty Program Guidelines and take the necessary steps to effectuate the program. The Amnesty Program shall remain effective for a period of one (1) year.

SECTION 3: Effective Date. This Resolution shall be effective January 01, 2022.

APPROVED AND ADOPTED this ____ day of _____, 2021.

GEOFFREY JACOBS
MAYOR

SPONSORED BY: TOWN ADMINISTRATION

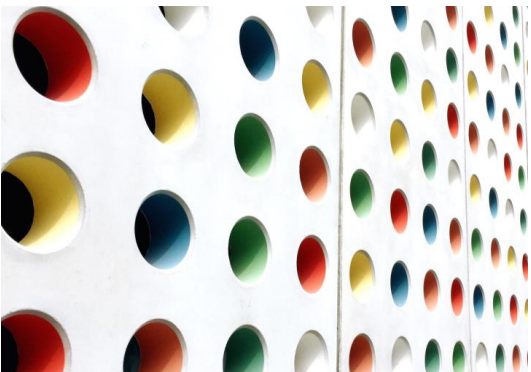
ATTEST:

MARLEN MARTELL
TOWN CLERK

Approved as to legal sufficiency and form.

MELISSA ANDERSON
TOWN ATTORNEY

Amnesty Program





Why program is needed.

- ❑ An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties..
- ❑ The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.
- ❑ The Amnesty Program provides a window of opportunity for resident property owners to legalize work performed without permits and gain compliance with current codes.
- ❑ Residing property owners of one-and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program.
- ❑ During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Benefits

Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees



Code fines are stayed upon permit application.

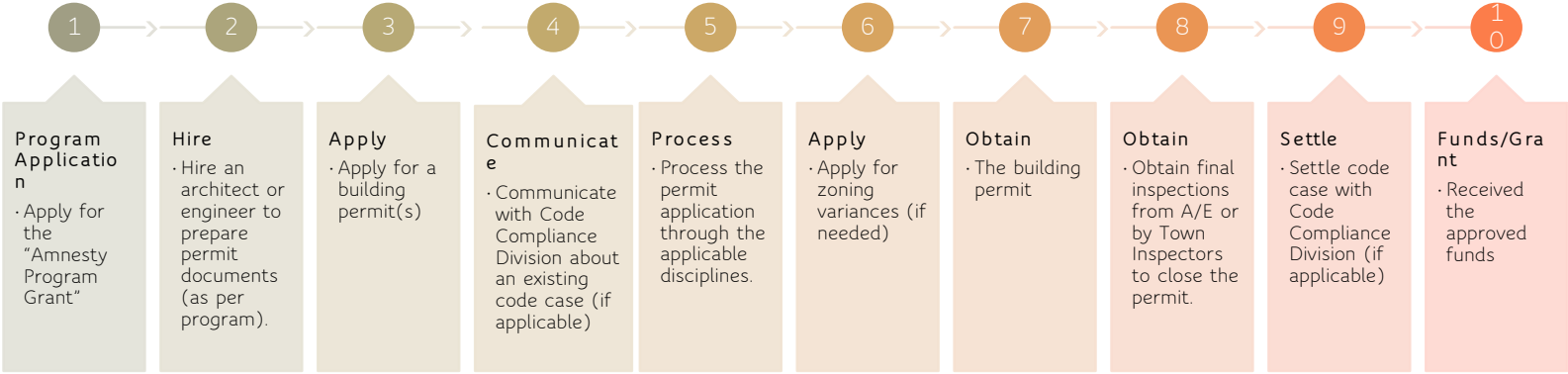


Bring work into compliance with current building and zoning codes.

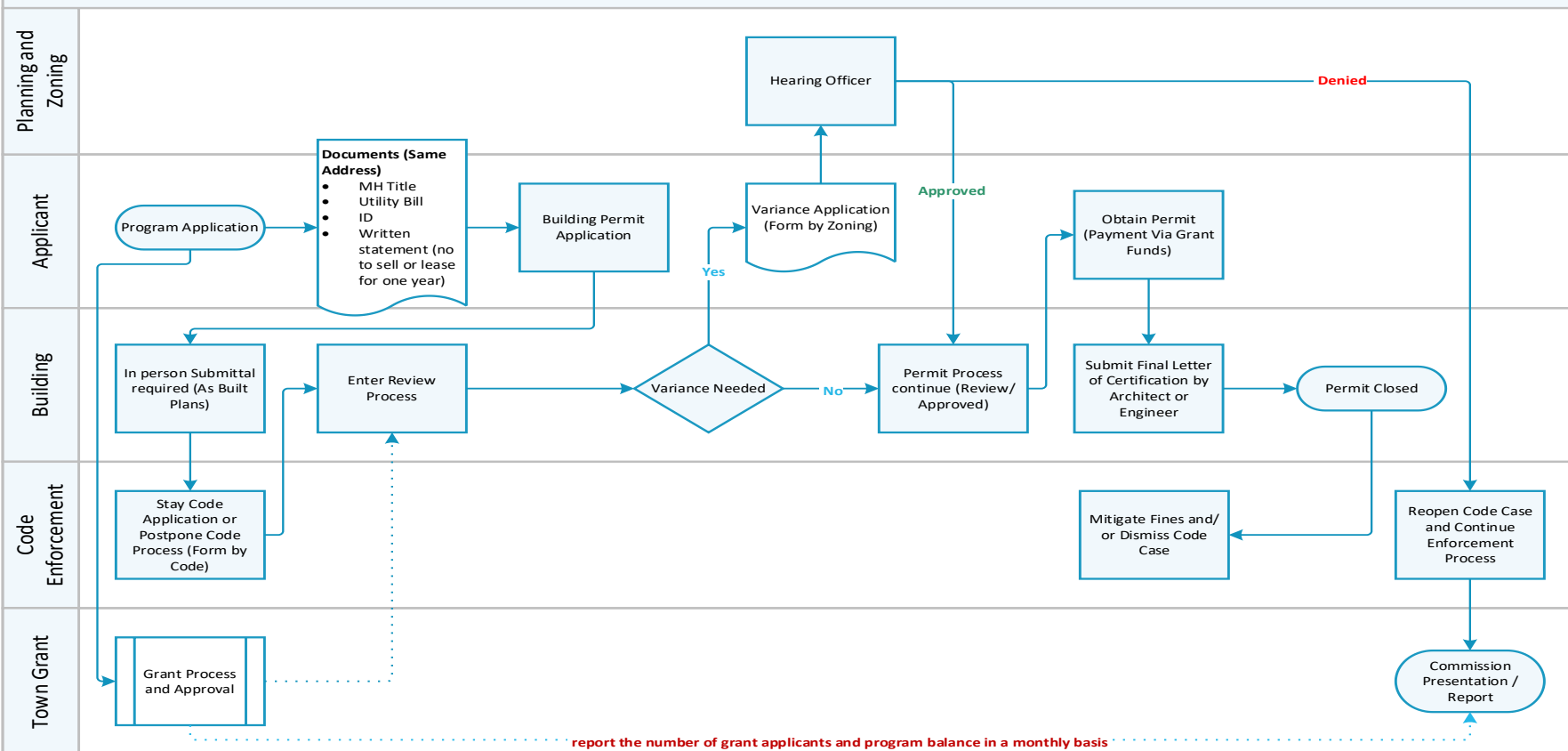


Opportunity to receive funds from the Town's grant Program (until exhausted) as a reimbursable funding.

What is the Process *(Jan01/2022 to Dec31/2022)*



Building / Code Amnesty Program Flowchart



Contacts

954-966-4600 Main Line



Miguel Núñez, Chief Building Official - mnunez@tppfl.gov

Lucie Manzerolle, Building Manager - لمانزروللے@tppfl.gov

Nazly Cardona, Assistant Clerk - ncardona@tppfl.gov



ANY
QUESTIONS
?

RESOLUTION NO. 2021 - 061

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ESTABLISHING AND ADOPTING AMNESTY PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been an excess of work performed in the Town (the “Town”) without permits which goes unchecked for compliance with the codes and which neglects to preserve occupant safety; and

WHEREAS, residing property owners have enlarged and/or modified their homes without first acquiring permits, and this has been compounded by changes in ownership; and

WHEREAS, this has led to an increased concern for the safety, welfare and health of residents; and

WHEREAS, the overwhelming receipt of referrals from concerned citizens, has prompted the Town to create a process to uniformly seek compliance from deficient properties; and

WHEREAS, Town Administration believes that the implementation of an Amnesty Program will educate property owners, and create an opportunity to bring their properties into compliance; and

WHEREAS, currently each property identified, must go through the special magistrate process which makes the overall process lengthy, costly, and burdensome on both the Town and property owners; and

WHEREAS, Town Administration recommends establishment and adoption of the Amnesty Program Guidelines, as attached as Exhibit “A”, to give property owners a window of

opportunity to disclose work performed without permits, such disclosure would benefit the Town and the residents; and

WHEREAS, the Mayor and Town Commission have determined that the recommendation of the establishment of an amnesty program is in the best interest of the Town of Pembroke Park, and its residents.

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

SECTION 1: Establishment of Amnesty Program. The Mayor and Town Commission hereby establish and adopt the Amnesty Program Guidelines” as attached in Exhibit “A”, and as may be amended from time to time.

SECTION 2: Town Manager Authorization. The Town Manager is hereby authorized to implement the Amnesty Program Guidelines and take the necessary steps to effectuate the program. The Amnesty Program shall remain effective for a period of one (1) year and which shall commence January 1, 2022.

SECTION 3: Severability That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 4: Conflicts. That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

SECTION 5: Effective Date. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED this ____ day of _____, 2021.

GEOFFREY JACOBS
Mayor

ATTEST:

MARLEN MARTELL
Town Clerk

Approved as to legal sufficiency and form.

MELISSA ANDERSON
Town attorney

American Rescue Plan Act Drawdown

Jurisdiction ID and Name	Town of Pembroke Park
ARPA Funds Received	\$ 3,380,261.00

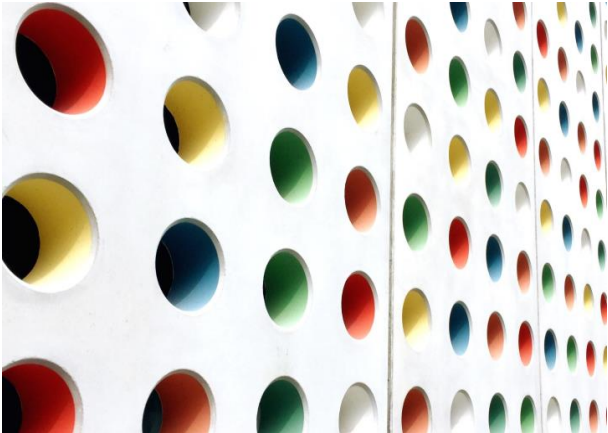
During the July 12th, 2022 Commission Meeting the Commission approved using ARPA funds to purchase Police vehicles. During the May 11th, 2022 Commission Meeting the Commission approved using ARPA funds to pay for Police Staff salaries; not to exceed \$175,000 between salaries and fringe benefits. On 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 extend the program to June 30, 2023

ELIGIBLE REIMBURSEMENTS SPREADSHEET – PRIMARY EXPENDITURES (GOVERNMENT ORGANIZATIONS)

Pay for Officers Through (09/30/2022)								
Name	Salaries	Fringe Benefits	FICA	FRS	Vendor Name	Quantity	Cost	Total Cost
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 - 09/30/2022	97,081.86
Pay for Community Service Aids (09/2023-Current)								
Artavia Jenkins	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 Shift 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

Amnesty Program





Why program is needed.

- ❑ An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties..
- ❑ The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.
- ❑ The Amnesty Program provides a window of opportunity for resident property owners to legalize work performed without permits and gain compliance with current codes.
- ❑ Residing property owners of one-and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program.
- ❑ During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Benefits

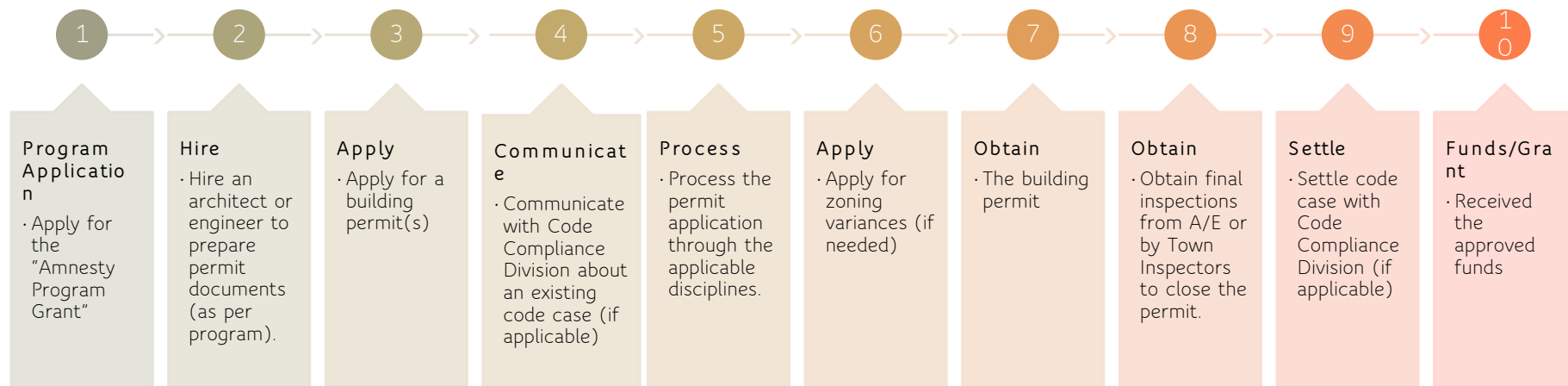
Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees

Code fines are stayed upon permit application.

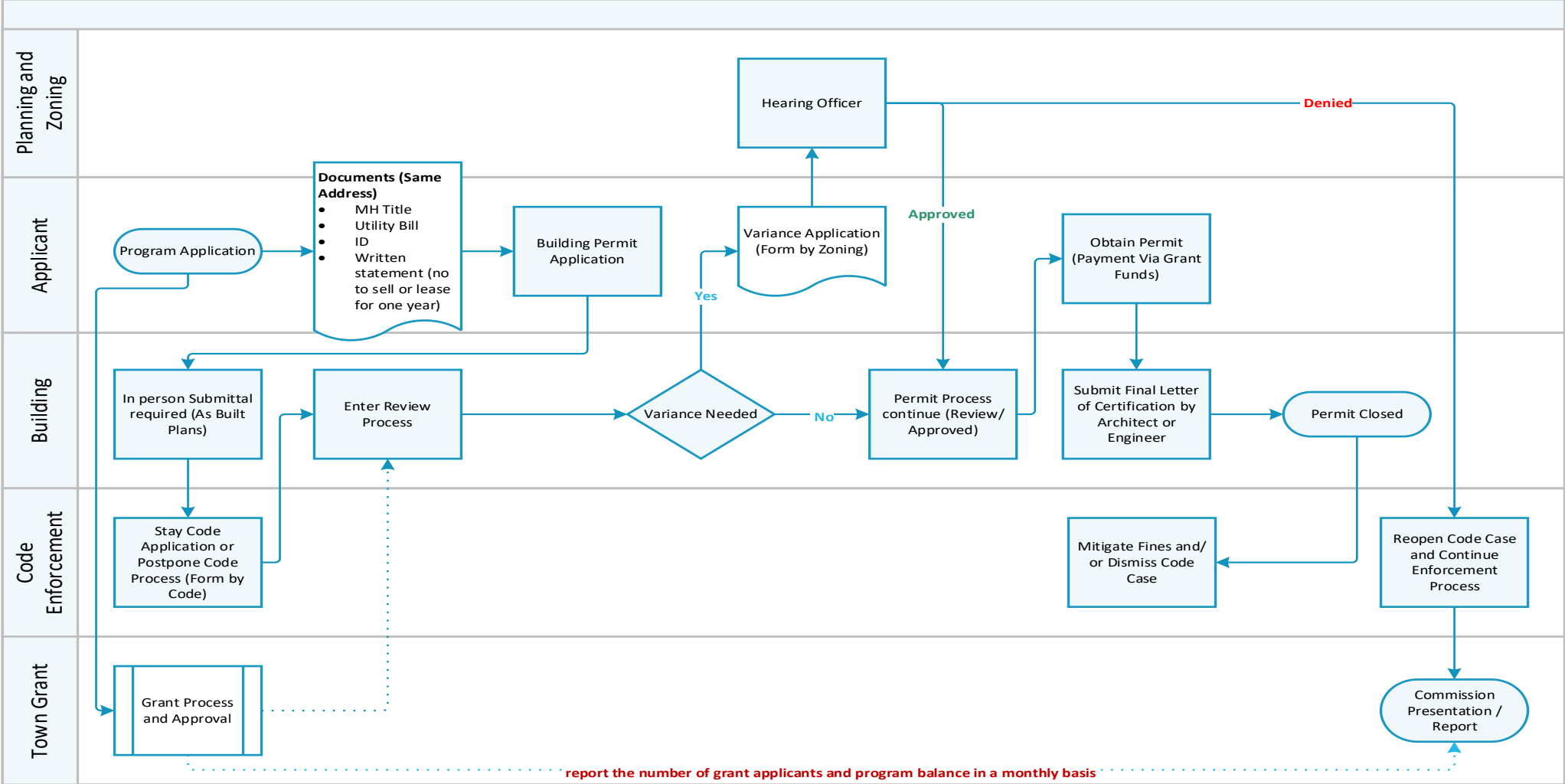
Bring work into compliance with current building and zoning codes.

Opportunity to receive funds from the Town's grant Program (until exhausted) as a reimbursable funding.

What is the Process *(Jan01/ 2022 to Dec31/ 2022)*



Building / Code Amnesty Program Flowchart



Contacts

954-966-4600 Main Line



Miguel Núñez, Chief Building Official - mnunez@tppfl.gov

Lucie Manzerolle, Building Manager - lmanzerolle@tppfl.gov

Nazly Cardona, Assistant Clerk - ncardona@tppfl.gov



ANY
QUESTIONS
?



**Town of Pembroke Park
Bills Over \$500.00**

Wednesday, March 27, 2024

Invoice #	Vendor	Service/Product	Department	Total
61128281	A To Z Statewide Plumbing	Vac Truck at 4430 SW 30th Street	Sewer	\$ 1,125.00
3295276	Action Labor of Florida, LLC	Crossing Guard Svc Wk Ending 02/25/2024	Non-Departmental	\$ 503.52
3119590	ACW Inc	(2) Wireless Real-Time Alarms	Non-Departmental	\$ 5,700.00
03112024VEGA	Anabel Lopez Vega	Amnesty Program Reimbursement	Building	\$ 1,750.00
00203	Andre McKinney	Special Magistrate Service February 2024	Legal	\$ 675.00
02202024STMT	Broward Cnty Florida Water & Waste Services	Water & Wastewater Svcs-February 2024	Non-Departmental	\$ 3,083.59
0224.0786.1.exp	CAS Governmental Svcs, LLC	Legislative Session January 2024	Legal	\$ 4,393.36
0024.0786.1.ret	CAS Governmental Svcs, LLC	Legislative Session January 2024	Legal	\$ 2,500.00
03052024Noel	Christian Noel	Tuition Reimbursement- Fundamentals of Investments	Finance	\$ 990.00
obd72585	Chucks Paint and Body Shop	Repair 2021 Dodge Charger Vin# ending 88851	Police	\$ 7,273.85
TPP-68	Clean Space	Janitorial Services February 2024	Non-Departmental	\$ 1,950.00
CASA-INV-1621	Craig A Smith and Assoc.	Lift Station #19 -Improvements	Planning	\$ 1,156.00
CASA-INV-1622	Craig A Smith and Assoc.	Wastewater master plan	Planning	\$ 22,311.60
CASA-INV-1628	Craig A Smith and Assoc.	Lift Station #17 -Improvements	Planning	\$ 1,620.00
CASA-INV-1630	Craig A Smith and Assoc.	Lift Station #14 -Improvements	Planning	\$ 1,060.00
1510446	Crown Castle Int'l Corp	Fiber Internet for Town Hall 1/15-2/29/2024	Information Technology	\$ 850.23
1523630	Crown Castle Int'l Corp	Fiber Internet for Town Hall-Police 1/15-2/29/2024	Police	\$ 850.00
March2024Grant	DC Strategies, LLC	Grant Writer Svc -March 2024	Non-Departmental	\$ 9,166.67
29037994	Edd Helms Group Inc	HVAC Commercial Labor Town Hall	Non-Departmental	\$ 1,418.50
29094381	Edd Helms Group Inc	HVAC Commercial Labor Town Hall	Non-Departmental	\$ 524.94
FBN4954220	Enterprise FM Trust	Lease and Maintenance	Police	\$ 9,813.20
7751	Flagler Technologies	IT Management Svc-January 2024	Information Technology	\$ 1,800.00
7754	Flagler Technologies	Town Hall Microsoft 365-January 2024	Information Technology	\$ 1,597.77
7755	Flagler Technologies	Microsoft Office 365- Police-February 2024	Information Technology	\$ 1,436.03
7909	Flagler Technologies	IT Management Svc-February 2024	Information Technology	\$ 1,800.00
7911	Flagler Technologies	Town Hall Microsoft 365-February 2024	Information Technology	\$ 1,612.87
7912	Flagler Technologies	Microsoft Office 365-Police-February 2024	Information Technology	\$ 1,481.03
161414	Fleet Tire Truck & Auto Center	Truck #41 -Breaks & Oil Change	Sewer	\$ 597.25
027156133	Galls LLC	28In Reflective Traffic Cones	Police	\$ 892.03
027156134	Galls LLC	Streetlight, Polymer Rails, Transport Restraint	Police	\$ 1,215.23
INV38129	GL Distributors, Inc	Office Casey Body Armor	Police	\$ 1,002.53
58624	Goren, Cherof, Doody & Ezrol P.A.	General Legal Matters- February 2024	Legal	\$ 15,377.50
58625	Goren, Cherof, Doody & Ezrol P.A.	Police Legal Matters	Legal	\$ 1,968.00
58626	Goren, Cherof, Doody & Ezrol P.A.	Certification of Police Union	Legal	\$ 504.00
58627	Goren, Cherof, Doody & Ezrol P.A.	Coe Enforcement & Special Magistrate Matters	Legal	\$ 1,392.00
58628	Goren, Cherof, Doody & Ezrol P.A.	Regarding Labor Matters	Legal	\$ 1,464.00

58629	Goren, Cherof, Doody & Ezrol P.A.	Regarding Ethics Matters	Legal	\$	696.00
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10214	Hollywood Janitorial Supply	Town Hall Supplies	Non-Departmental	\$	557.73
CW1043221	InterDev LLC	Annual GIS Maintenance Svs	Information Technology	\$	532.00
February 2024	Juan Gonzalez	Plumbing Inspections-February 2024	Building	\$	3,125.00
February2024	Joseph A. Faris Jr.	Electrical Inspections- February 2024	Building	\$	4,500.00
31860	Keith and Associates, Inc	Cost Recovery-Public Storage 3080	Planning	\$	878.70
31863	Keith and Associates, Inc	Cost Recovery- Trinity LUPA	Planning	\$	1,080.00
32178	Keith and Associates, Inc	Cost Recovery-Public Storage 3080	Planning	\$	4,034.35
32179	Keith and Associates, Inc	Monthly Planning Svs-December 31-January 27	Planning	\$	8,389.18
32214	Keith and Associates, Inc	Zoning Permit Review & Inspections	Planning	\$	5,400.00
32337	Keith and Associates, Inc	S.W. 30th Street Sewer Forcemain replacement	Planning	\$	1,750.00
32460	Keith and Associates, Inc	Monthly Planning Svs Jan 28- Feb 24, 2024	Planning	\$	9,093.27
32467	Keith and Associates, Inc	Pembroke Park-On-Call Engineering	Planning	\$	1,189.97
32469	Keith and Associates, Inc	Zoning Permit Review & Inspections Jan 28-Feb 24, 2024	Planning	\$	900.00
32461	Keith and Associates, Inc	Cost Recovery-Public Storage 3080 Jan 28-Feb 24, 2024	Planning	\$	3,003.74
32462	Keith and Associates, Inc	Pampas Soccer- Cost Recovery/ Jan 28 - Feb 24, 2024	Planning	\$	3,636.51
32464	Keith and Associates, Inc	Express Roofing- Cost Recovery/ Jan 28-Feb 24, 2024	Planning	\$	1,466.27
32465	Keith and Associates, Inc	Pembroke Park Villas- Cost Recovery	Planning	\$	2,404.07
27105554	Kimley Horn	Stormwater Masterplan Update-Services Rendered Thru February 29, 2024	Planning	\$	8,075.00
27040684	Kimley Horn	Vulnerability Assessment Services Rendered Thru January 31, 2024	Planning	\$	13,000.00
51972947	Lehman Pipe Broward LLC	6 HYMAX Coupling 6.42-7.68	Sewer	\$	737.49
24030502	City of Margate	Teletype Services - February 2024	Police	\$	9,529.72
INV-14551	My Fab Events, Inc	Face painting for Easter Event	Parks	\$	740.00
February2024	Orlando Arrom	Engineering Inspections-December 2023	Building	\$	1,500.00
100130	Projected Point Inc.	Interim Finance Director Svc-March 2024	Finance	\$	6,300.00
273386	Safebuild LLC	Building Official Svc-January 2024	Building	\$	10,500.00
297479	Safebuild LLC	Building Official Svc-February 2024	Building	\$	8,625.00
IV-154345	Smarsh Inc	Town Monthly Professional Archiving February 2024	Information Technology	\$	723.01
21744	Tropical Garden Supply	Road Rock by the Yard	Parks	\$	550.00
68092	Tycoon Party Rentals LLC	Bounce House for Easter Event	Parks	\$	750.00
IAC5166504	Waste Management Recycle America	Net Balance for Recycling January 2024	Non-Departmental	\$	979.06
408057	Weatherby Parent LLC	Leads Online Investigating Software	Information Technology	\$	2,904.00
03122024-1	Williams Moss	DJ Service -Easter Event	Parks	\$	500.00
Total				\$	230,905.77

AGENDA ITEM REPORT



To: Commission Meeting
Subject: February Stats
Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - Mar 27 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 February 2024 Stats](#)

	Status:
Aleem Ghany, Public Services Director	Pending
Marlen Martell, Town Clerk	Pending

CFS - Calls Resulting in Dispatch				
INCIDENT TYPE	BREAKDOWN	JANUARY	FEBRUARY	% CHANGE
ACCIDENTS	Hit and Run (3)	7	8	14%
	Regular (4)	33	28	-15%
	Rollover (4E)	1	0	-100%
	With Injuries (4I)	11	7	-36%
	TOTAL ACCIDENTS	52	43	-17%
ALARM CALLS (49A, 49H, 49S)	TOTAL ALARM CALLS	30	31	3%
ARRESTS	Felony	7	4	-43%
	Misdemeanor	9	2	-78%
	TOTAL ARRESTS	16	6	-63%
BURGLARY	Attempt (21A)	2	2	0%
	Commercial (21C)	2	1	-50%
	Residential (21R)	0	0	0%
	Vehicle (21V)	1	4	300%
	TOTAL BURGLARIES	5	7	40%
DOMESTIC VIOLENCE (38)		9	0	-100%
INFORMATION (14)		53	45	-15%
LARCENY (30)		12	3	-75%
MISSING PERSON (8)		0	0	0%
PARKING COMPLAINTS (73)		43	52	21%
STOLEN VEHICLE (10)		10	4	-60%
STOLEN VEHICLE RECOVERED (10R)		3	5	67%
STOLEN TAG (9)		3	4	33%
VANDALISM (40)		7	3	-57%
		140	116	-17%
TRAFFIC STOP (10-50)		67	103	54%
CITATIONS		78	83	6%
WARNINGS		18	16	-11%
	TOTAL CITATIONS	96	99	3%
REPORTS (FIBRS AND CRASH)		179	125	-30%
TOTAL CALLS FOR SERVICE		489	530	8%

AGENDA ITEM REPORT



To:

Subject: Dabney-Donovan Employee Agreement

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - Mar 27 2024

Department: Police Department

Staff Contact: Ra Shana Dabney-Donovan, Police Chief

ATTACHMENTS:

[Chief Dabney-Donovan Employment Agreement2](#)

	Status:
Christian Noel, Accounts Payable	Pending
Jacobs Horowitz, Interim Town Attorney	None
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is entered into by and between Town of Pembroke Park, Florida, a Florida municipal corporation (hereinafter referred to as "Town"), and Ra Shana A. Dabney-Donovan (hereinafter called Employee).

WITNESSETH:

WHEREAS, the Town desires to employ Ra Shana A. Dabney-Donovan as the Chief of Police for the Town of Pembroke Park, Florida; and

WHEREAS, the Town, through its Town Commission, desires to provide for certain benefits and compensation for Police Chief and to establish conditions of employment applicable to Police Chief; and

WHEREAS, Ra Shana A. Dabney-Donovan desires to accept employment as the Chief of Police for the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions as set forth in this Agreement, the parties agree as follows:

Section 1. Employment/Term

A. The Town hereby hires and appoints Ra Shana A. Dabney-Donovan as its Chief of Police under the terms established herein.

This Agreement shall commence on September 13, 2023, which shall be deemed as Employment Date, and continue for a period of three (3) years, which shall be the Initial Term. Retroactive pay will be provided from the date this agreement is executed (signed) to September 13, 2023. This Agreement shall be automatically renewed at the expiration of the Initial Term for an additional year, for an unlimited number of renewals, unless notice that the Agreement shall not be renewed is given by the Town or by the Employee at least six (6) months before the expiration of the Initial Term. The Agreement will continue until such time as it is terminated by either party in accordance with Sections 2 and 3 of this Agreement.

Section 2. Termination by the Town and Severance Pay

A. The Employee shall serve at the pleasure of the Town Commission. In the event the Employee is terminated from employment during the term of this Agreement and the Employee can perform the duties of Police Chief, the Town agrees to Employee severance pay as provided herein. The Town shall provide the Employee with sixty (60) days' notice of termination and allow the Employee an appropriate time and opportunity to seek alternative employment during the notice period.

B. In the event the Employee is terminated "without cause", then within ten (10) business days following such vote, the Town Commission shall cause the Employee to be paid any accrued and unpaid salary and benefits earned (including 400 maximum hours of Vacation Leave, up to Five Hundred (\$500.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer, Town automobile and Town cell phone allowance) prior to the date of termination based on a forty (40) hour

work week. Within forty-five (45) calendar days following the termination of the Employee, the Town agrees to pay the Employee a lump sum severance pay equal to twenty (20) weeks of the Employee's salary, in accordance with Section 215.425 of the Florida Statutes. As consideration for such payment, the Employee shall, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release.

C. In the event the Employee is terminated "with cause", including misconduct, as defined in Section 443.036(30), Florida Statutes, and conduct unbecoming a public official, which shall include but not be limited to criminal conduct, the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 2, Paragraph B of this Agreement. In the event the Employee is terminated "with cause", in accordance with Section 166.0494(1)(2) of the Florida Statutes, the Employee will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning said allegations at the next regularly scheduled meeting of the public body. After such hearing, if a majority of the members of the Town Commission, then currently holding office, find there is cause to terminate the Employee, the Employee shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days of the notice of termination.

D. In the event the Town, during the employment term, reduces the salary or other benefits of the Employee, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Employee, the Employee shall notify the Town, in writing of the alleged violation. The Town shall have forty-five (45) days from the date of such notice within which to cure the violation, otherwise, the Employee may, at her option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provisions and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 3. Resignation By Employee

In the event the Employee voluntarily resigns her position, the Employee shall provide the Town a minimum of sixty (60) days written notice prior to the effective date of such resignation. If the Employee terminates this Agreement, then the provisions of Section 2, Paragraph B above, shall not apply. If the Employee voluntarily resigns pursuant to this Section, the Town shall pay to the Employee all accrued compensation due up to the Employee's final day of employment, including any accrued Vacation Leave up to the Four Hundred (400) hour limit. The Town shall have no further financial obligation to the Employee pursuant to this Agreement. This subsection shall not prevent the Employee from collecting any money earned as a result of participation in a deferred retirement or pension program approved, as per Section 10 of this Agreement.

Section 4. Compensation and Evaluation

For the performance of services pursuant to this Agreement, the Town agrees to pay the Employee an annual base salary of one hundred fifty-five thousand dollars (\$155,000.00).

commencing on the Employment Date, payable in equal installments at the same pay schedule as other Town employees.

After the first full year of this Agreement, should the general Town staff and Police Personnel receive a cost-of-living increase, the Employee shall receive the same cost of living increase, payable at the same pay schedule as other Town employees. Additionally, the Employee is subject to a bonus of up to 10% above the cost of living increase, based on performance.

- A. The Employee shall prepare and submit periodic reports to the Town Commission and Town Manager relating to police matters upon request of the Town Commission and/or Town Manager.
- B. The Town Manager shall have the ability to adjust the Employee's salary within the approved salary range for the position as deemed appropriate. Furthermore, the Town's failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this Agreement.

Section 5. Duties and Obligations

- A. The Town agrees to continue to employ the Employee as its Chief of Police to perform the duties and exercise the powers as prescribed by the job description, state law, the Town Charter and the Town Code, and, from time to time, to perform such other legally permissible and proper duties and functions as assigned by the Town Manager.
- B. The Employee agrees to perform the following duties and functions to wit:
 - 1. *Supervision and control of the daily operation of the Police Department.*
 - 2. *Supervision and control of all departmental personnel.*
 - 3. *Submission and control of reports to the Town either orally or in writing when request or required to ensure the proper communication between the Town and the Police Department.*
 - 4. *Supervision and control of both the Police Departments' equipment and motor vehicles belonging to or used by the Police Department.*
 - 5. *Supervision and control of establishing weapons, ammunition, uniforms, equipment, and vehicle specifications for the Police Department.*
 - 6. *Supervision and control of all special, auxiliary and/or reserve police officers.*
 - 7. *Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.*
 - 8. *Supervision and control of maintaining the discipline of department personnel; the issued of orders, rules, regulations, policies, and procedures; and the assignment to shifts and duties of all departmental personnel.*
 - 9. *Supervision and control of communications with the public, including the media, on matters related to crime, police, and department policy.*
- C. The Employee agrees to perform the foregoing duties and responsibilities of her office faithfully, industriously, and to the best of her ability and in a professional and competent manner.
- D. Both parties agree and acknowledge that the Pembroke Park Police Department is twenty-four hours a day, seven days a week operation involving work of a serious, urgent, and sensitive nature. Further, the Employee is a salaried full-time employee. As a Department Director, the

duties of the Employee shall reasonably require the Employee to work additional hours, beyond typical office hours that are necessary to accomplish the duties and responsibilities of the position. To function effectively, the Employee, or her designee, shall be reasonably required to participate in community activities and events, respond to emergencies, and oversee operations and investigations as needed.

- E. The Employee may serve on any appointed boards or elected boards of any professional organization or serve on any committees related to her professional activities, provided that such activities do not interfere with the performance of her duties as Chief of Police. The Town shall recognize that currently the Employee is a Board Member of an organization entitled, Exceptional Theater Company, a position acquired prior to employment with the Town. This is a non-profit that teaches theater to people with special needs. All other board appointments must be approved by the Town Manager or Commission. The Employee may also participate in community events with partner agencies, accept invitations to speak at class functions, events, on podcasts, and on radio broadcasts and the like, so long as it does not bring ill repute to the Police Department or the Town and with the Town Manager's prior notice and/or approval.
- F. In the event the Employee is temporarily unable to perform her duties, she shall nominate an Acting Supervisor for consideration and designation, if acceptable, by Town Manager.

Section 4. Automobile Allowance and Communications Equipment

The Town agrees to provide the Employee the following related to her employment:

- A. In lieu of mileage reimbursement or a vehicle allowance, the Town shall provide to the Employee an unmarked Police Vehicle. The Employee shall have exclusive and unrestricted use of the Police Vehicle at all times during her employment in performing services for the Town as Chief of Police. The Employee may utilize the Police Vehicle for the purpose of providing services to the Town pursuant to this Agreement, including official travel for the Town and for personal use. The Town shall include the Police Vehicle on the schedule of vehicles for which the Town maintains automobile casualty and liability insurance coverage. The Town shall provide maintenance for the Police Vehicle upon the same basis that it provides maintenance for other vehicles within the municipal fleet.
- B. Town shall provide the Employee with a cellular telephone and laptop computer capable of remote connection to Town internet for her use in conducting Town business.

Section 5. Dues and Subscriptions

The Town agrees to pay the Employee's dues for membership in the International Association of Chiefs of Police, the Florida Police Chiefs Association, the Broward County Chiefs of Police Association, the Florida Sheriffs Association and other law enforcement associations, such as the National Association for Women Law Enforcement Executives (NAWLEE), the National Organization for Black Law Enforcement Executives (NOBLE), FBI:LEEDA, the National Public Information

Organization and Chief). The Town shall pay additional membership dues and subscriptions on behalf of the Employee to other organizations which reflect a partnership with the agency and/or align with the duties/goals of a Director/Chief Executive Officer. These organizations include but are not limited to the National Forum for Black Public Administrators, Leadership Broward and the Urban League. The membership dues will be approved in the Town's annual budget (on a line-item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

- A. The Town recognizes its obligation for the professional development of the Chief of Police and agrees that the Employee shall be given adequate opportunities to develop or refresh her skills, knowledge and abilities as a public police administrator and as a department director.
- B. As such, subject to Town policy and state law, the Town agrees to pay for the Employee's reasonable and customary travel and subsistence expenses for official travel, meetings, and educational and training sessions necessary to pursue professional, official or other Town functions, subject to the condition that all such travel and expenses must be pre-approved by the Town Manager's Office.
- C. Subject to the Town Manager's written approval, the Town agrees to pay for the Employee's reasonable and customary travel and subsistence expenses for those courses, institutes, conferences, and seminars that are necessary for the professional development and for the good of the Employee in the performance of her Town duties.
- D. The Employee shall be reasonably allowed to attend such conferences, seminars, institutes, meetings, and educational and training sessions with pay and without loss of vacation or other leave. Additionally, the Town agrees to reimburse or pay documented general expenses upon submittal of appropriate receipts approved by the Finance Department and the Town Manager's Office

Section 7. Vacation Leave, Personal Holiday, and Sick Days

- A. The Employee shall be entitled to one hundred sixty (160) hours of annual Vacation Leave during each year of the term of this Agreement. The Employee's annual Vacation Leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of Vacation Leave that may carry forward. Additionally, upon separation of employment, the Employee shall be paid for up to Four Hundred (400) hours of unused Vacation Leave at her then current annual salary.
- B. In addition to Vacation Leave, the Employee shall be entitled to twelve (12) personal leave days in each calendar year, none of which may be carried forward from year to year.
- C. The Employee shall be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective December 2011, until such time as a Collective Bargaining Agreement is solidified between the police department union and the Town, or as such policy may be updated and adopted upon future action of the Town Commission.

D. The Employee shall be provided up to three (3) days of Bereavement Leave in the case of an immediate family member's death and in town funeral arrangements are made, and five (5) days for an extended family member's death and out of town funeral arrangements are made. This will be effective immediately, until such a time as a Collective Bargaining Agreement is solidified between the police department union and the Town.

Section 8. Holidays

The Employee is entitled to the same paid holidays as the general Town staff. The Employee shall not work on holidays unless required as a result of a police emergency. In the event the Employee is required to work on a holiday due to a police emergency, she shall be entitled to observe that holiday on a subsequent date.

Section 9. Health, Dental, Vision, Life and Disability Insurance

- A. The Town agrees to pay 100% of the Employee's health, dental and vision insurance, as well as the Employee's long term disability insurance on the same terms as general employees.
- B. Group Term Life insurance for the Employee shall be provided in an amount equal to two (2) times the annual salary, up to \$240,000.00. Additionally, Permanent Life Insurance for the Employee shall be provided in the amount of \$216,000.00.
- C. Supplemental life insurance in larger amounts can be requested in accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the Employee's expense.

Section 10. Retirement

The Employee will continue with the Florida Retirement System and the Town agrees to contribute an appropriate percentage as stipulated by the Florida Retirement System "Special Risk" class of the Chief of Police's base salary. This shall be approved by the Town's Finance and Budget Department and such approval may not be unreasonably withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Section 11. Disability

If the Employee becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 2, Paragraph B of this Agreement.

Section 12. Indemnification

- A. The Town shall defend, save harmless, and indemnify the Employee against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Employee reasonably believes to be in the scope of her duties or function, unless she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therein. The Town shall not be liable for the acts or omissions of the Employee committed while acting outside the course and scope of her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Employee shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.
- B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as the Chief of Police, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 13. Transparency

- A. Open Door Policy: The Employee shall maintain an open-door policy encouraging communication between the members of the Town Commission, Town Manager and Town department heads.
- B. Governmental Relations: The Employee shall strive to maintain positive constructive relationships with elected officials, employees, and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.
- C. Communications: The Employee agrees to keep the Town Commission and Town Manager informed as to the status of police issues related to the Town.
- D. Right to Speak: The Employee shall have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those matters under her responsibility and/or her employment with the Town.

Section 14. General Terms and Conditions

-
- A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
 - B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
 - C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the Chief of Police.
 - D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.
 - E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Broward County, Florida.
 - F. Upon the Employee's death, the Town's obligations under this Agreement shall terminate except for:
 - 1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;
 - 2. Payment of accrued leave balances in accordance with this Agreement;
 - 3. Payment of all outstanding hospitalization, medical, vision and dental bills in accordance with this Agreement;
 - 4. Payment of all life insurance benefits in accordance with this Agreement.
 - G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.
 - H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.
 - I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
TO FOLLOW]*

Executed by the TOWN this _____ day of _____ 2024.

TOWN OF PEMBROKE PARK

Ashira Mohammed
Mayor-Commissioner

ATTEST:

By: _____
Aleem Ghany
Interim Town Manager

Approved as to form and legal sufficiency

Jacob Horowitz
Interim Town Attorney

Executed by the CHIEF OF POLICE this _____ day of _____ 2024.

By: _____
Ra Shana A. Dabney-Donovan

Witnesses:

Signature

Signature

Print Name

Print Name

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

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

Town Hall

Restroom renovations	\$278,956.65
New a/c system	\$400,000.00
Elevator modernization	\$266,227.06
Police Station – holding cells	\$200,000.00
New landscaping	\$10,000.00
Recycling truck	\$255,000.00

Raymond P. Oglesby Preserve

Circle of Honor	\$10,000.00
Additional lighting	\$100,000.00
Playground canopy	\$39,275.13
Building renovations/new building	
Exercise stations	\$148,607.13
Water fountains	\$3,000.00
Splash pad	\$125,000.00
Community Garden	\$25,000.00
Pallet Jack	\$6,307.69
Theater design	
Park Master Plan	

Patrick Behan Park

Renovations	\$50,000.00
Resurface parking lot	\$30,000.00
Lighting improvements	\$40,000.00
Linear walkway - lighting	\$40,000.00

Fire

Ambulance truck	\$550,770.00
-----------------	--------------

3/29/2022	SOUTHERN SEWER EQUIPMENT SALES	\$530.20	KANAFLEX
9/21/2022	SOUTHERN SEWER EQUIPMENT SALES	\$2,662.50	REPLACE CART TIPPER (TRUCK #36)
11/4/2022	SOUTHERN SEWER EQUIPMENT SALES	\$250.00	DIAGNOSTIC
12/9/2022	SOUTHERN SEWER EQUIPMENT SALES	\$2,940.35	REPLACE PROXIMITY SWITCH
		\$6,383.05	



Equipment Proposal

Proposal #11082023

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: November 8, 2023 ("Proposal Date") **Customer:** Broward Sheriff's Office Fire Rescue ("Customer")

Customer Address: 2601 West Broward Blvd., Ft. Lauderdale, FL 33312

Qty	Product Description & Options	Price
1	One 2026 Osage Super Warrior Type 1 Medium Duty Ambulance built on a Freightliner M2 Chassis per the attached specifications. Pricing Per BSO Contract RLI #180071C **Specifications and Drawings Attached**	\$550,770.00
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$550,770.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **30-36** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Actual completion will vary depending on actual chassis delivery to Osage.

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Broward Sheriff's Office Fire Rescue

Ten-8 Fire & Safety, LLC

By: _____

By: *Michael Day*

Title: _____

Title: **Authorized Sales Representative**

Print: _____

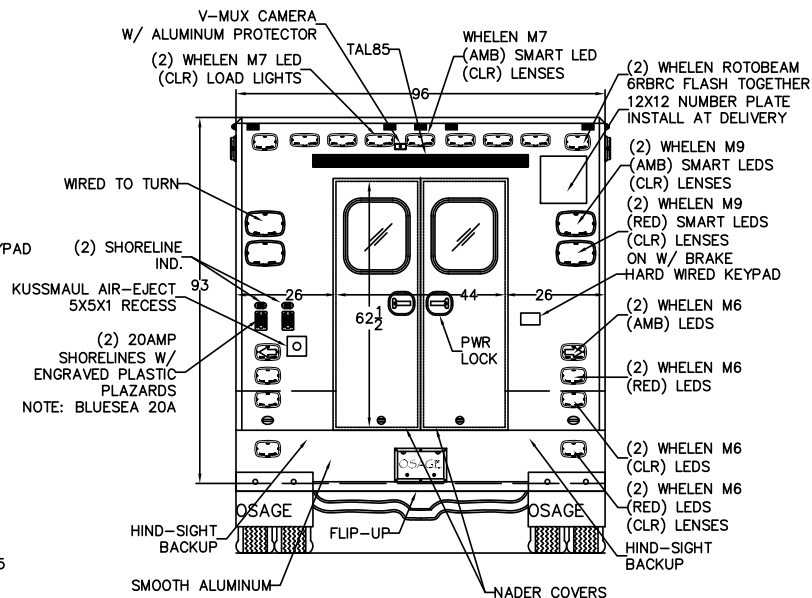
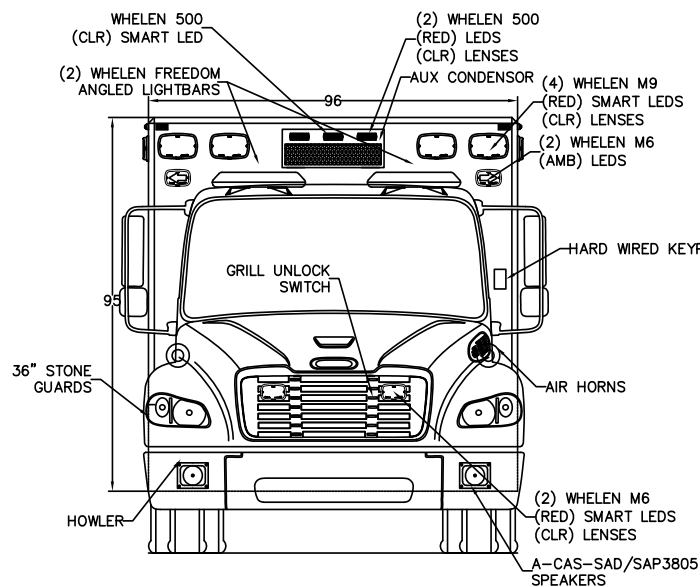
Print: **Michael Day**

Date: _____

Date: **November 8, 2023**

EXHIBIT A

PROPOSAL OPTION LIST



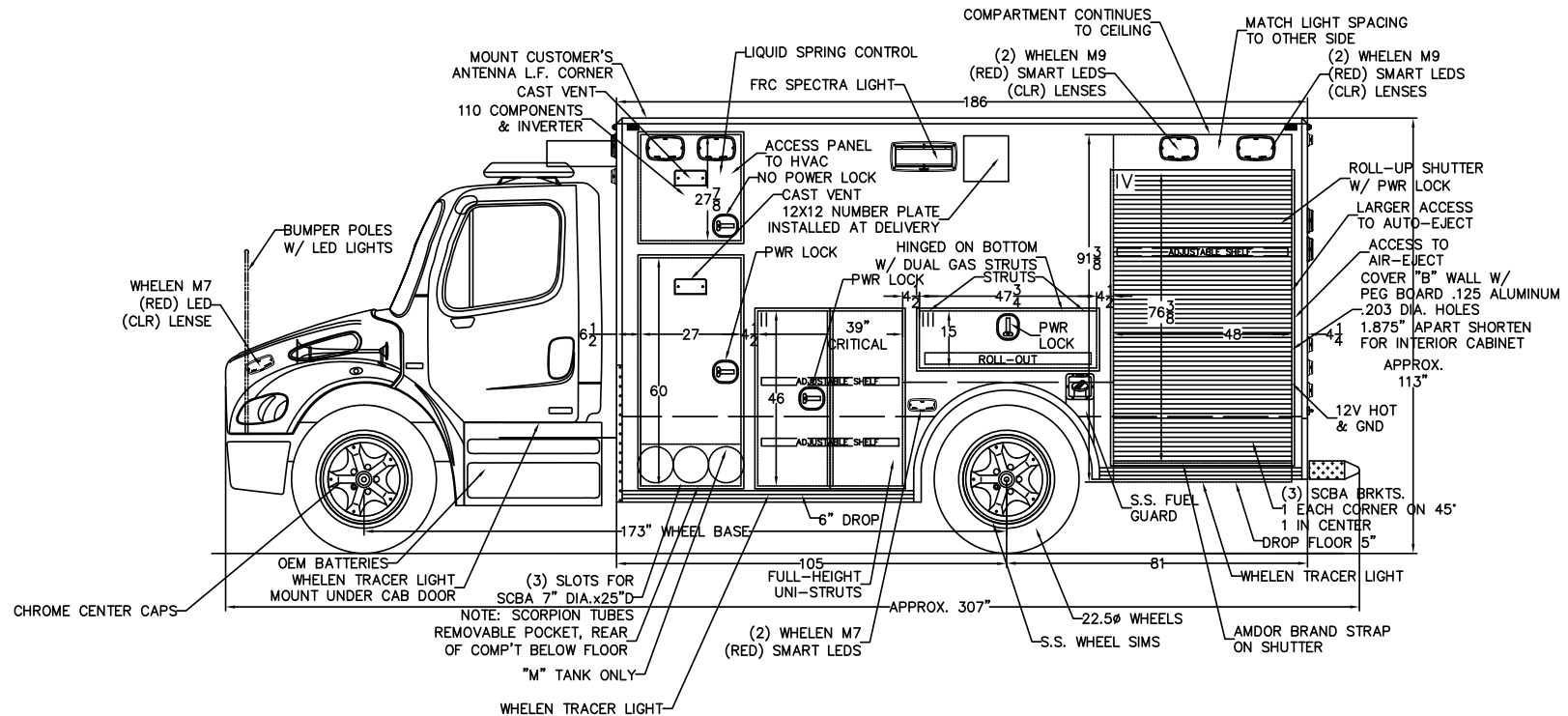
NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=21"DEEP.
- 3.) MODULE DIMENSIONS=186"L x 96"W x 95"H.
- 4.) INTERIOR MODULE HEAD ROOM=74"H.
- 5.) FREIGHTLINER M2 175" WHEEL BASE CHASSIS.
- 6.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
- 7.) DOUBLE STAINLESS THRESHOLDS.
- 8.) 3M SOUND DEADENING.
- 9.) SMOOTH ALUMINUM DOOR PANELS.
- 10.) AMBER WHELEN OS LIGHTS ON INTERIOR OF REAR-FACING DOORS.
- 11.) DRY-DECK, ALL COMPARTMENTS.
- 12.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
- 13.) COT MOUNT TO BE CENTERED 16" OFF OF LEFT WALL.

Stock/Job#:	J3264	Drawing#	J3264-100A	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		EXTERIOR LAYOUT, FRONT/REAR TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

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2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd



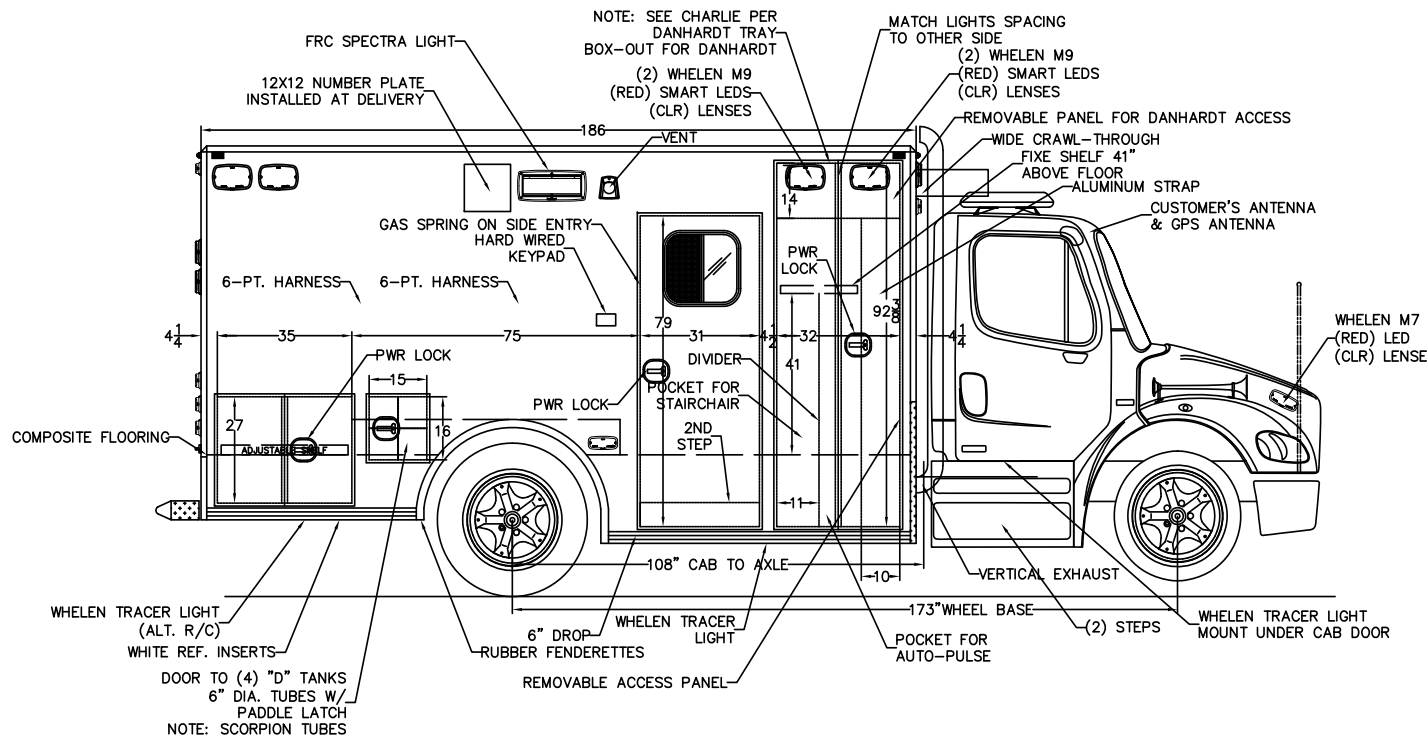
NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=21"DEEP.
- 3.) MODULE DIMENSIONS=186"L x 96"W x 95"H.
- 4.) INTERIOR MODULE HEAD ROOM=74"H.
- 5.) FREIGHTLINER M2 175" WHEEL BASE CHASSIS.
- 6.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
- 7.) DOUBLE STAINLESS THRESHOLDS.
- 8.) 3M SOUND DEADENING.
- 9.) SMOOTH ALUMINUM DOOR PANELS.
- 10.) AMBER WHELEN OS LIGHTS ON INTERIOR OF REAR-FACING DOORS.
- 11.) DRY-DECK, ALL COMPARTMENTS.
- 12.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
- 13.) COT MOUNT TO BE CENTERED 16" OFF OF LEFT WALL.

Stock/Job#:	J3264	Drawing#	J3264-100B	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		EXTERIOR LAYOUT, STREETSIDE TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

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1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd

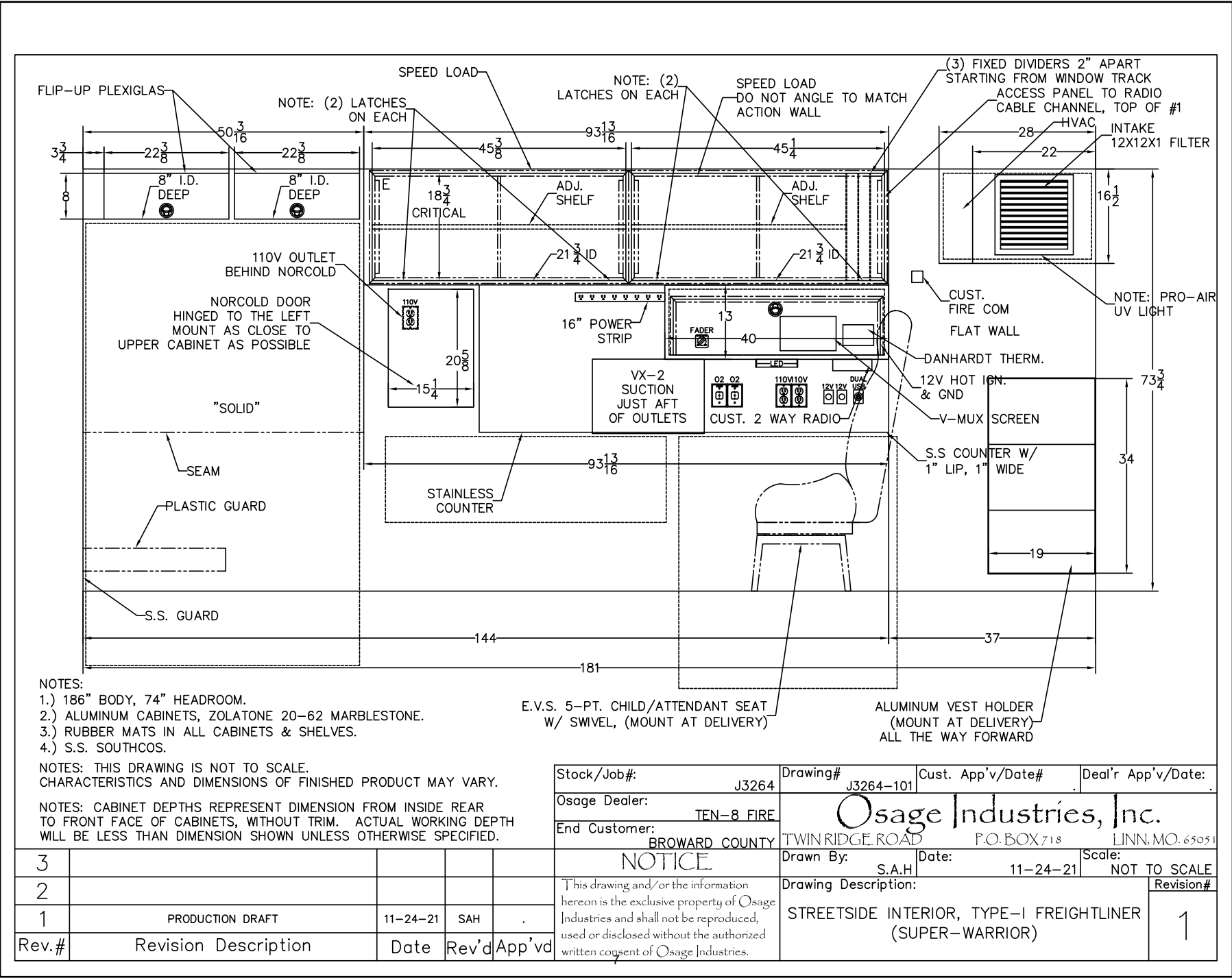


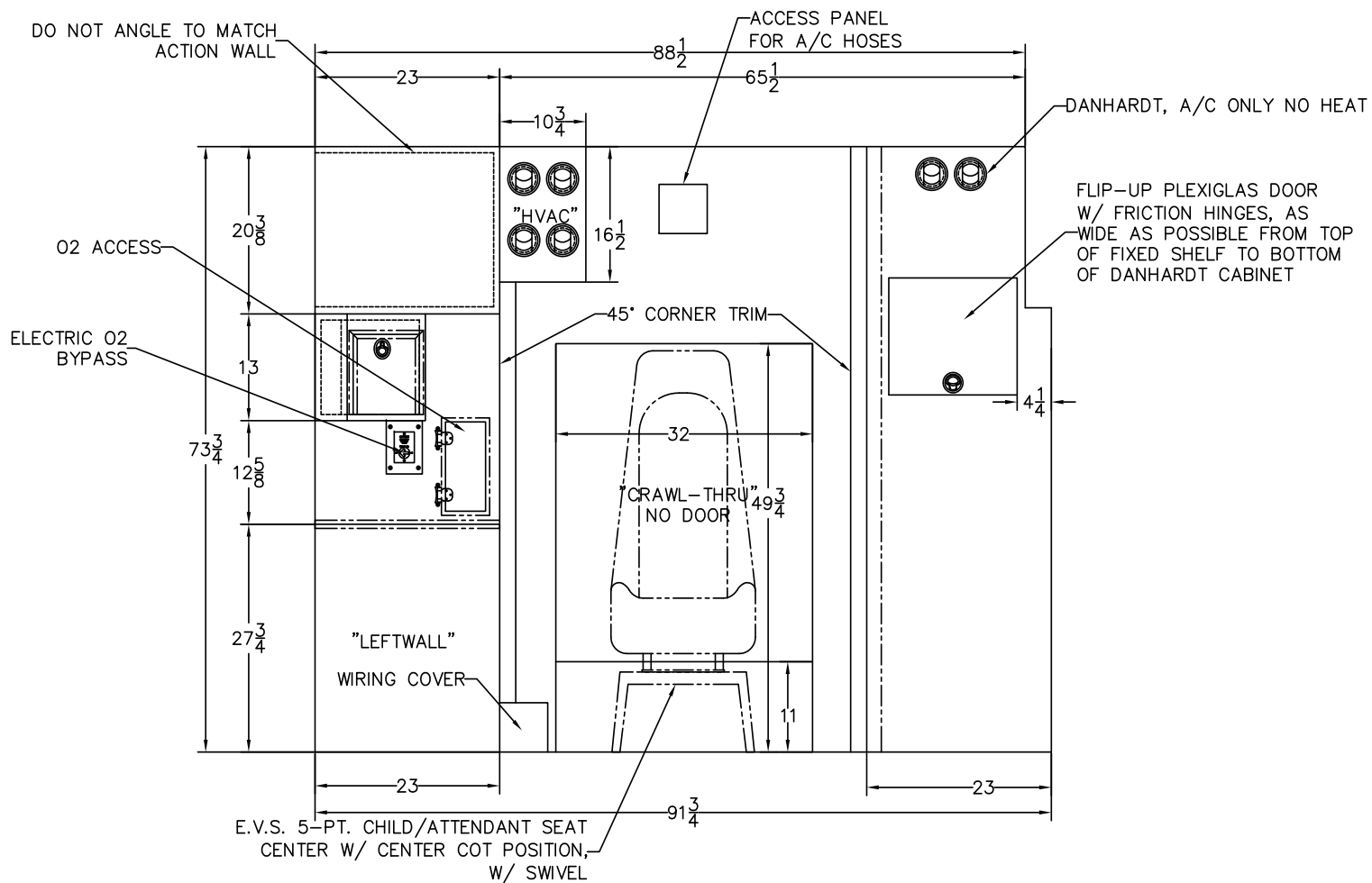
NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=21"DEEP.
- 3.) MODULE DIMENSIONS=186"L x 96"W x 95"H.
- 4.) INTERIOR MODULE HEAD ROOM=74"H.
- 5.) FREIGHTLINER M2 175" WHEEL BASE CHASSIS.
- 6.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
- 7.) DOUBLE STAINLESS THRESHOLDS.
- 8.) 3M SOUND DEADENING.
- 9.) SMOOTH ALUMINUM DOOR PANELS.
- 10.) AMBER WHELEN OS LIGHTS ON INTERIOR OF REAR-FACING DOORS.
- 11.) DRY-DECK, ALL COMPARTMENTS.
- 12.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
- 13.) COT MOUNT TO BE CENTERED 16" OFF OF LEFT WALL.

Stock/Job#:	J3264	Drawing#	J3264-100C	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawn By:	S.A.H.	Date:	11-24-21
		Drawing Description:	EXTERIOR LAYOUT, CURBSIDE TYPE-I FREIGHTLINER (SUPER-WARRIOR)		
Rev.#	Revision Description	Date	Rev'd	App'vd	Revision#
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1	PRODUCTION DRAFT	11-24-21	SAH	.	



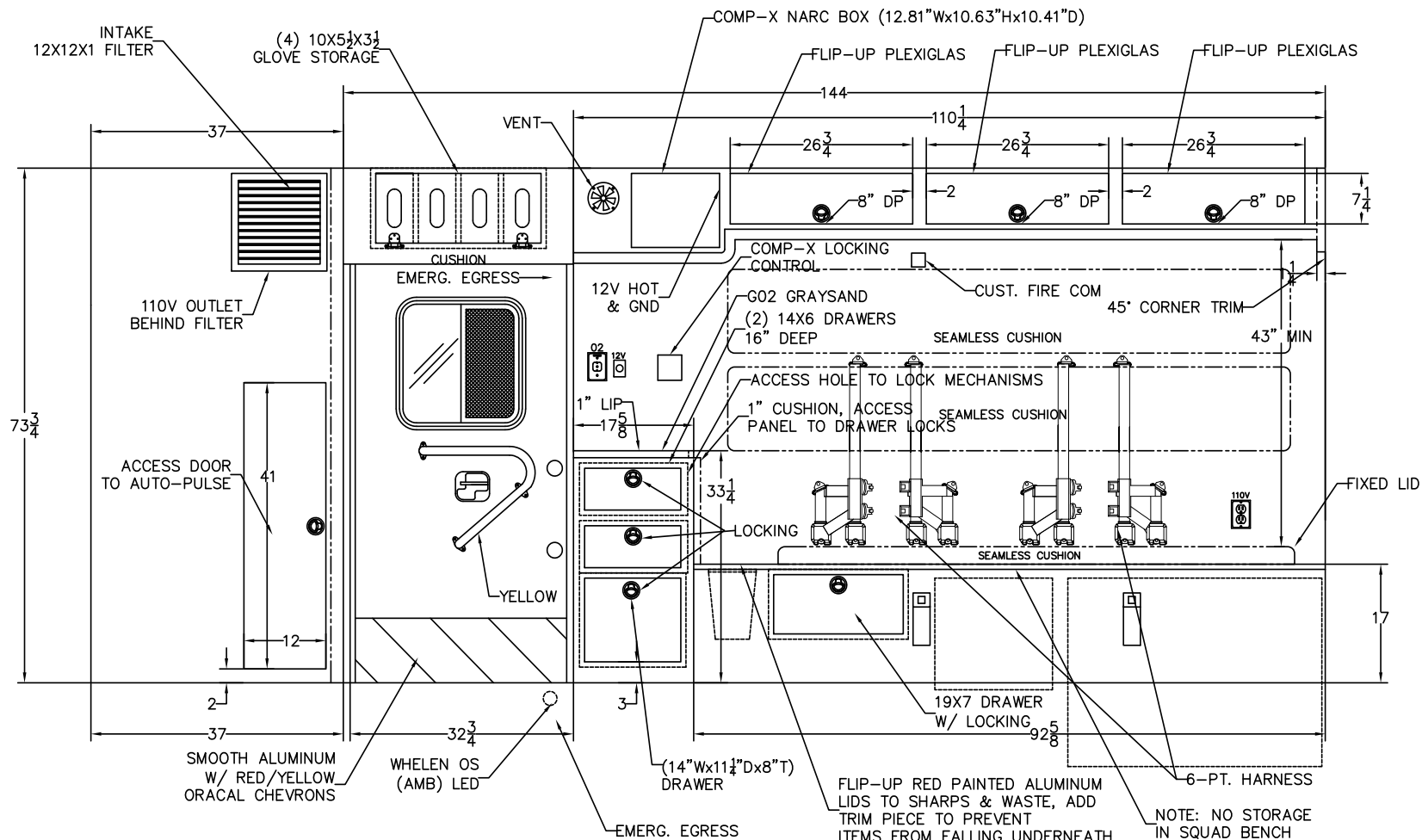


NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM
INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM.
ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION
SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#	J3264	Drawing#	J3264-102	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawn By:	S.A.H.	Date:	11-24-21
		Drawing Description:		Scale:	NOT TO SCALE
		FORWARD INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			Revision#
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Rev.#	Revision Description	Date	Rev'd	App'vd

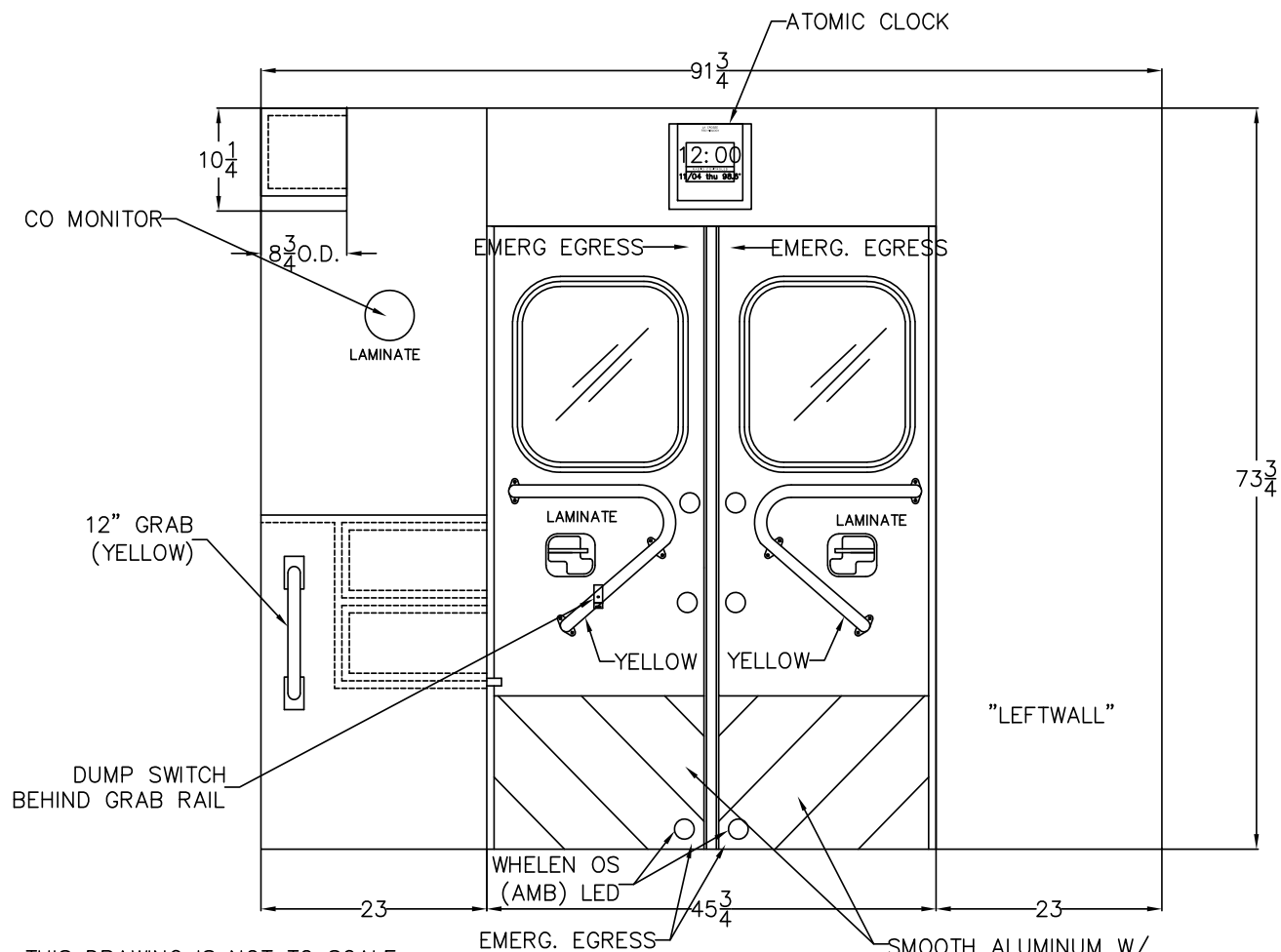


NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	J3264	Drawing#	J3264-103	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		CURBSIDE INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

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1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd

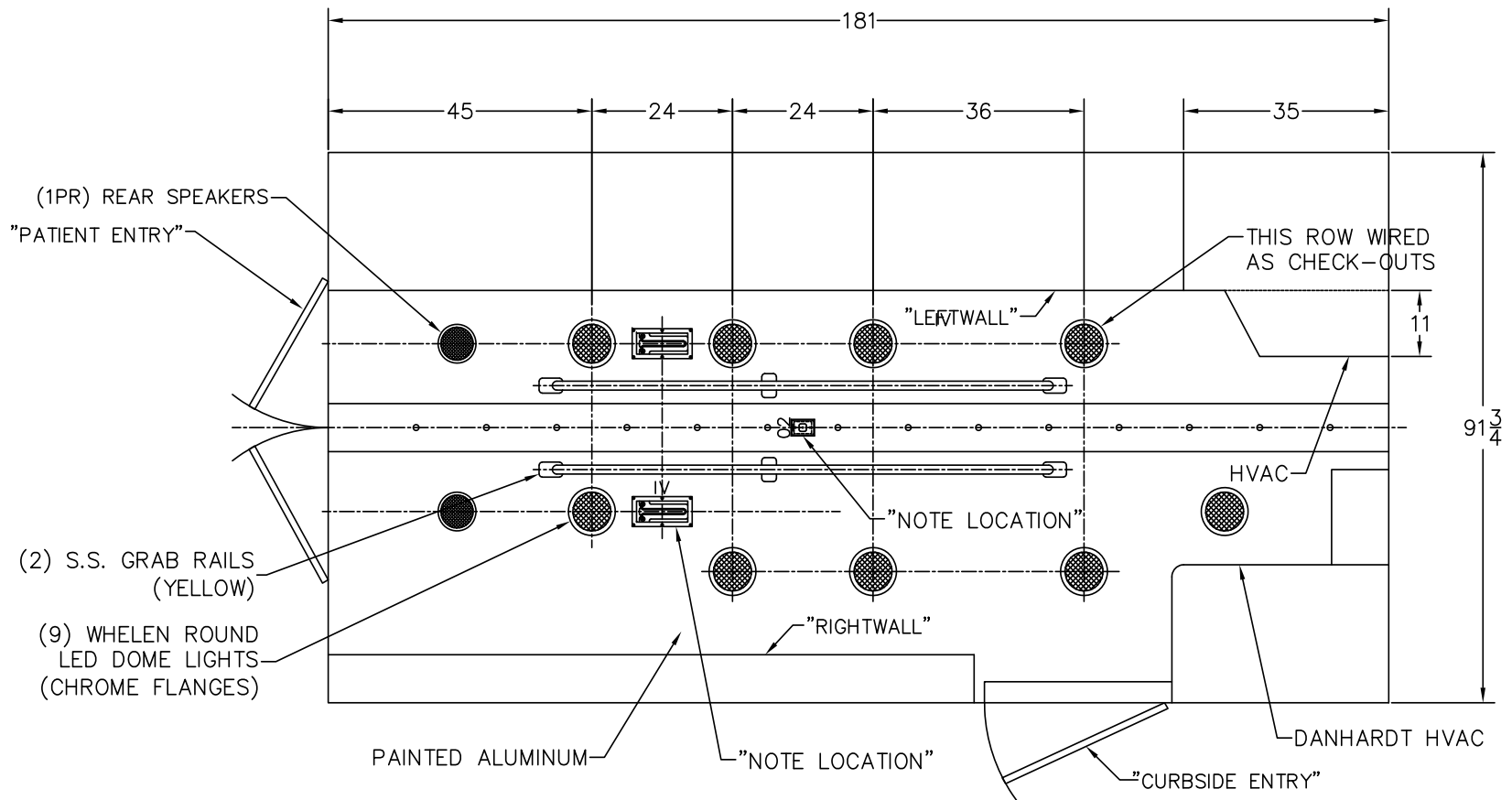


NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM
INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM.
ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION
SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	J3264	Drawing#	J3264-104	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		REARWARD INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

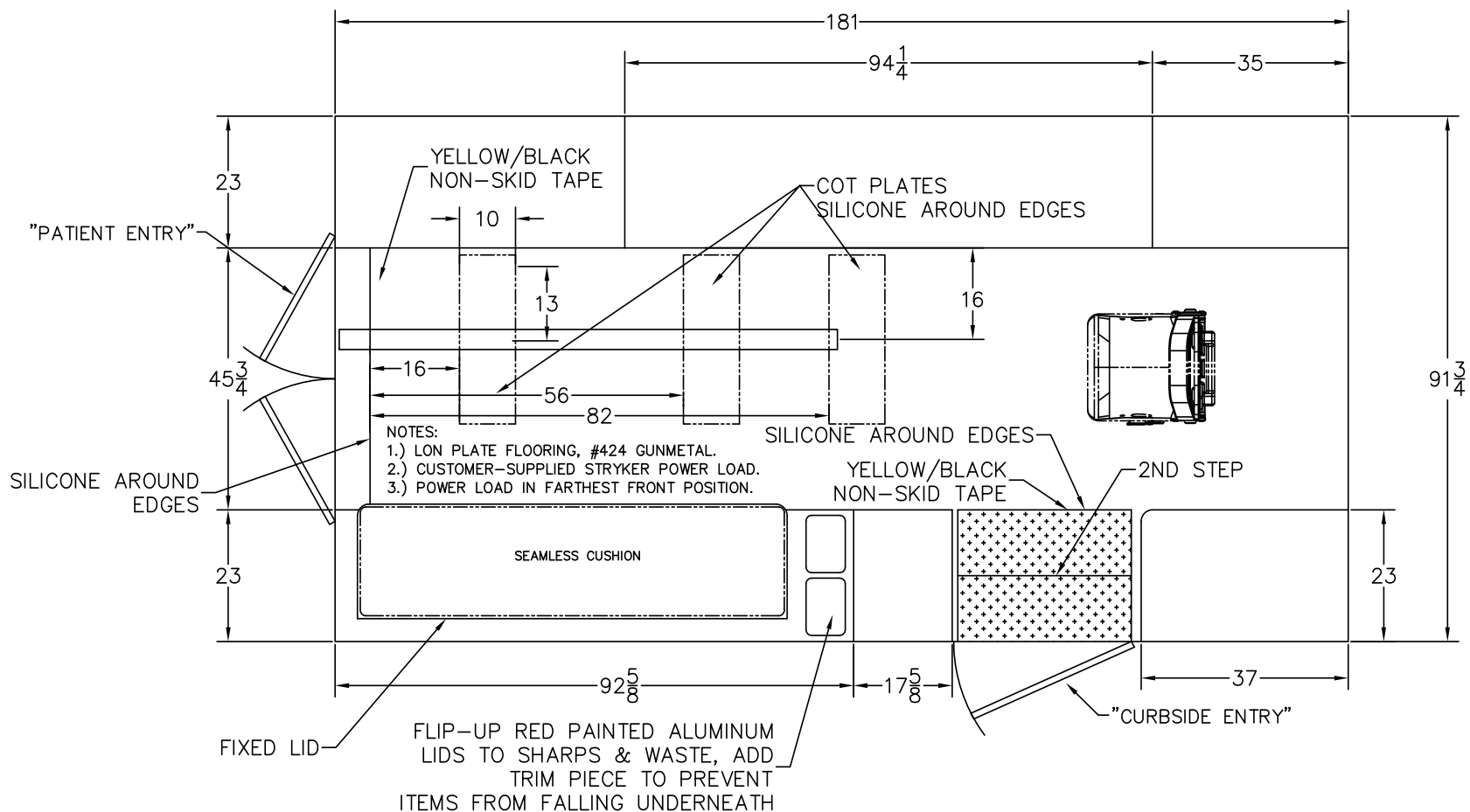
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Rev.#	Revision Description	Date	Rev'd	App'vd



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

Stock/Job#:	J3264	Drawing#	J3264-105	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		CEILING LAYOUT, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

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2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

Stock/Job#:	J3264	Drawing#	J3264-106	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		FLOOR LAYOUT, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

Rev.#	Revision Description	Date	Rev'd	App'vd
3				
2	REVISION DRAFT	12-16-21	SAH	
1	PRODUCTION DRAFT	11-24-21	SAH	

Dealer Name: **Ten-8 Fire & Safety**
 Salesperson: **Michael Day**
 Customer Name: **Broward Sheriff's Office Fire Rescue**
 & Address
 Shipping Address: **Broward Sheriff's Office Fire Rescue**
 Contact Name: **Victor Goizueta - Fire Rescue Fleet Coordinator**
 Email: victor_goizueta@sheriff.org
 Phone: **Office: 954-359-1602 Mobile: 954-864-9431**
 Chassis Type: **Freightliner M2 Standard Cab**

		Freightliner / International TYPE I - 2024 CONVERSION ONLY	List Price	10% Discount
1		2024 Freightliner M2 Chassis Only, see attached specifications	\$134,977.70	\$122,707.00
1		2168/Freightliner / International Med-Duty	\$210,905.20	\$191,732.00
Qty		Warning & Intersection Lights, Wig-Wag		
16	W-03	Chrome Flanges for M9	\$444.44	\$400.00
11	W-04	Chrome Flanges for M6 or M7	\$244.44	\$220.00
		Custom Lightbars		
2		"Whelen Mini-Freedom, (2), Angle Mounted on Cab Roof. All Clear Lenses. (1) Angle mounted on street side cab roof, as outboard as possible, as far forward as possible (1) Angle mounted on curb side cab roof, as outboard as possible, as far forward as possible. SWITCHED: FRONT LB White lights only Disabled in park / neutral "	\$6,927.78	\$6,235.00
20		Whelen Tracer Lighting System (12" Sections) 75" between front of module and rear wheels and rear of each module side. Function to include alternate red/white activation with emergency warning priority, and all white activation with any compartment door and curbside door opening.	\$12,000.00	\$10,800.00
		Directional Sticks		
1	W-09	Whelen TAL 85 LED 8 Light Traffic Advisor	\$1,361.11	\$1,225.00
		Whelen Smart Linear LED's		
2	W-33	Additional 500 LED, R, B or A (Outboard on Aux. Condenser Module Front)	\$355.56	\$320.00
1	W-35	Additional 500 LED, All or 1/2 Clr (Center on Aux. Condenser Module Front)	\$266.67	\$240.00
10	W-36	Upgrade 900 to M9 LED, R (3 Front, 2 Rear, 8 Module Sides) (Amber - Rear module @ window level)	\$900.00	\$810.00
2	W-38	Additional M9, Red, B, A, R/B, R/A	\$688.89	\$620.00
2	W-40	Upgrade ION-T to M6 Red,(Front Grille of Cab)	\$155.56	\$140.00
2	W-43	Additional M6 LED, R, B or A (2 @ rear module kick plate)	\$500.00	\$450.00
2	W-46	Upgrade ION-T to M7 R, B or A (Red, cab intersection)	\$222.22	\$200.00
5	W-49	Additional M7 LED, R, B or A (red, rear module above TAL85) (Amber - Center Rear Module)	\$1,416.67	\$1,275.00
8	W-55	Whelen OS Light (Amber Whelen OS flashing lights on interior of rear facing doors)	\$622.22	\$560.00
8	W-56	Add Any Light to Interior of Door (Add to Light Price)	\$538.89	\$485.00
		Scene Lights		
4	W-59	M9 LED Scene, Upgrade	\$644.44	\$580.00
2	W-61	M7 LED Scene, Upgrade	\$211.11	\$190.00
2	W-64	Spot & Flood w/Flange, Add FRC Spectra Max SPA260-Q20-B	\$3,094.44	\$2,785.00
1	W-67	Upgrade Brake/Tail to M6 (Pair)	\$94.44	\$85.00
1	W-68	Upgrade Turn to M6 (Pair)	\$105.56	\$95.00
1	W-69	Upgrade Reverse to M6 (Pair)	\$133.33	\$120.00
		Siren & Speakers		
1	W-80	Whelen Howler (Only Available w/ Whelen Siren)	\$1,938.89	\$1,745.00
		Exterior Lighting		
1	W-84	M6 Turn Lights w/Chrome Flanges on Front of Mod (per pair)	\$638.89	\$575.00
		Additional Emergency & Exterior Lighting & Siren Options & Special Instructions		
1		****Whelen Howler installed, IATS, behind front bumper. *Activation/Cancellation 3-position momentary rocker switch installed on center console beside std. siren control in reach of driver. *Label: Activate-Howler-Cancel Customer wants to use OEM airhorn switch on steering wheel to activate howler. Airhorns will be wired to driver side footswitch and push button in console. Set Howler duration on maximum.***	\$288.89	\$260.00
2		Rear module outboard M9's Changed to Whelen Rota Beam 6RBRC. Synced to each other.	\$1,455.56	\$1,310.00
1		DELETE standard siren. ADD Whelen WS295SLSC1	\$383.33	\$345.00
2		Amber M9's at rear windows wired as flashing lights with turn signal override	\$200.00	\$180.00
		Inverters, Chargers, Batteries, Shorelines & Outlets		
1	E-02	Vanner Inverter / Conditioner w/ Remote Switch, Model LSC12-1100	\$1,883.33	\$1,695.00
2	E-09	NOTE: Bluesea Auto Eject Shoreline Plug, 20 Amp (Module Rear) Red above left tail light. Blue for 110 vac system above left tail light. NOTE: Larger Auto Eject Access	\$955.56	\$860.00
2	E-11	Shoreline Indicator at Shoreline	\$500.00	\$450.00
		Outlets & Interior Lighting		

3	E-12	110 V Outlet, Additional per Outlet (rear wall at foot of S/B, in action wall, in Danhard cabinet)	\$433.33	\$390.00
2		12V DC Outlet, Cigar Style, Additional per Outlet		\$120.00
	E-13	outlets in action wall, (1) in right wall	\$133.33	
3	E-15	Dual USB Outlet (1) Located on the passenger side of the center console. (1) Front console facing dash, right side low, (1) in action area.	\$350.00	\$315.00
1	E-22	Power Door Lock Control Head	\$666.67	\$600.00
8	E-23	Power Door Lock Per Door	\$1,422.22	\$1,280.00
9	E-25	Whelen Round LED Domelights w/Chrome Flange (Upgrade per Lt)	\$150.00	\$135.00
1	E-28	Additional Dome Lights (Above curbside entry door stepwell)	\$194.44	\$175.00
		Switches & Secure Idle		
1	E-34	Hidden Switch in Grill for Door Locks (tie cab and module locks together)	\$194.44	\$175.00
		Pre-wires, Radios, Intercom, & Clocks		
4	E-38	Antenna Pre-Wire, (additional per Pre-Wire)	\$222.22	\$200.00
2		Install Customer Radio Cable (each)		
2	E-40	Note: Specify Brand of Radio Cable:	\$333.33	\$300.00
3	E-41	Install Customer Antenna (each)	\$500.00	\$450.00
2	E-42	Install Customer Radio Head (each)	\$555.56	\$500.00
1	E-43	Two Radio Speakers in Patient Compartment	\$194.44	\$175.00
1	E-44	Volume Control for Rear Speakers Mounted in Action Area	\$166.67	\$150.00
1	E-46	Carbon Monoxide Monitor	\$194.44	\$175.00
		V-Mux Options		
1	E-47	Warning Lights in Secondary w/Park Brake or Park ("Park" n.a. on some chassis')		nc
1	E-48	Park Brake Override Switch		nc
1	E-49	Full Set of Diagnostic Screens (w/Vista IV Upgrade Only)		nc
1	E-50	Truck Information Screen (w/Vista IV Upgrade Only)		nc
1	E-51	Up to 10 Intensities on Dome Lights (Off-Hi-Lo is Standard)		nc
1	E-52	Up to 10 Speeds on Exhaust Fans (Off-On is Standard)		nc
1	E-53	Up to 10 Speeds on HVAC Fan		nc
1	E-54	Custom Flash Patterns (Specify on Page 9)		nc
1	E-55	Rear Flashers on in Reverse (Specify on Page 9)		nc
1	E-56	Side Scene on in Reverse		nc
1	E-57	Brake Override		nc
1	E-58	Custom Load Sequencing (On or Off) (Specify on Page 9)		nc
1	E-59	Custom Load Shedding (Specify on Page 9)		nc
1	E-60	Upgrade Switches to Vista IV Screens	\$4,277.78	\$3,850.00
1	E-63	Reverse Camera Tied into V-MVX Screen (w/Vista IV Upgrade Only)	\$611.11	\$550.00
1	E-64	O2 Sensor for V-MVX System (Requires Ordering M-16) (w/Vista IV Upgrade Only)	\$455.56	\$410.00
1	E-65	Exterior Temperature Readout (w/Vista IV Upgrade Only)	\$194.44	\$175.00
1	E-66	Ammeter Readout (w/Vista IV Upgrade Only)	\$544.44	\$490.00
		HVAC Systems		
1	E-68	Danhardt 110V Cool Unit WITH PLENUM AND DUCTS (AC only, NO Heat)	\$5,905.56	\$5,315.00
1	E-70	Norcold 1.7 cubic feet Refrigerator	\$1,350.00	\$1,215.00
1	E-75	Auxiliary Condenser	\$1,438.89	\$1,295.00
1	E-76	Upcharge to Install Condensor on Front of Module	\$666.67	\$600.00
		Mirrors, Hind-Sight, Backup Camera, & Spotlights		
1	E-81	Brigade Sonar Backup Assist	\$944.44	\$850.00
		Additional Electrical Options & Special Instruction		
1		Atomic Clock on rear wall	\$61.11	\$55.00
1		Firecom and arrowstick controls moved overhead	\$388.89	\$350.00
1		Rear module and rear-most side warning lights to activate when unit placed in reverse.	\$100.00	\$90.00
1		High idle on with warning lights and emergency brake	\$138.89	\$125.00
1		Center rear amber light to flash with warning lights and when unit is in park.	\$50.00	\$45.00
1		Secret switch to interlock with shifter	\$666.67	\$600.00
1		"All rear amber lights: Center rear amber is on warning light switch.		
1		Amber lights to come on when ignition on and unit in neutral/park brake set. Disable when placed in gear."	\$50.00	\$45.00
1		Move Liquid Spring control to top #1 compartment	\$111.11	\$100.00
		Auto Secondary, Neutral Safety, Custom		
1		To automatically shut off the following lights when vehicle transmission is placed in park: center white light, and white lights in lightbars on cab roof.		
1		Circuit still gets the warning light switch & secondary override. The secondary override switch is for the center white light. White lights in lightbars will stay off until vehicle is placed back into gear.	\$100.00	\$90.00
1		Automatic Secondary, Neutral, W/ Switch		
1		Auto secondary to shut off center white light, (4) grille lights, and (2) front intersection lights, when vehicle is placed in neutral.	\$200.00	\$180.00
1		Liquid Spring to function when battery switch is on but ignition is off	\$100.00	\$90.00
1		Rear A/C to come on full cool and high fan when truck is started	\$100.00	\$90.00
1		Two additional key fobs	\$388.89	\$350.00
1		Outlet, 110 VAC, 16" Power Strip in action area per drawings.	\$233.33	\$210.00
1		Master Switch Hot in center console for spotlight	\$83.33	\$75.00
1		Power Source, 12 VDC, 20 Amp ignition hot behind driver seat		

	"Power Source,12 VDC,30 Amp (+-)		
	(1) Ignition Hot, to terminate in center console, at buss bars, (hot and ground).		
3	(1) Constant Hot, to terminate behind Str/s A/A, w/6 foot tails (hot and ground).		
	(1) Ignition Hot, to terminate behind Str/s A/A, w/6 foot tails (hot and ground)."		
1	"Power Source,12 VDC,30 Amp (+-)		
	Constant Hot, to terminate in center console, at buss bars,(hot and ground)."	\$66.67	\$60.00
2	Buss Bars, 5 Position, (2 Each) inside cab console, for 30amp power source	\$288.89	\$260.00
1	NOTE: Spotlight wire to come from behind passenger seat	\$100.00	\$90.00
1	Set of LED Bumper Pole Markers. Bore, Lighted	\$472.22	\$425.00
3	HARD WIRED Key Pad for Power Lock System	\$2,833.33	\$2,550.00
	E-39: Install customers antennas:		
1	(1) Front cab roof to passenger seat.		
	(1) From left front corner of mod roof to passenger seat.		
	(1) GPS antenna from cab roof to front console.		
	E-38: Run customer radio cables:		
1	(1) Service panel to passenger seat.		
	(1) Front console to passenger seat.		
	E-40: Mount customer radio heads:		
1	(1) in action area		
	(1) trunk mount behind passenger seat.		
1	Install customer supplied Firecom System per drawings	\$877.78	\$790.00
1	Install Pro Air UV light in duct work	\$400.00	\$360.00
1	Aluminum Brush Guard for reverse camera	\$166.67	\$150.00
1	NOTE: 2 Minute Timer		
1	NOTE: Engraved Placards I.L.O. Stickers	\$388.89	\$350.00
1	Kussmaul 091-28 Air Eject on Rear of Module	\$438.89	\$395.00
	I.V. & Suction		
2	M-01 Perko I.V. Clip with Velcro Strap	\$66.67	\$60.00
1	M-04 Sscor VX-2 Portable / Permanent Suction I.L.O. Standard	\$900.00	\$810.00
	Cot Mounts		
1	M-12 Install Dealer-supplied Power Load	\$1,333.33	\$1,200.00
	Oxygen		
1	M-17 Additional O2 Outlet Over Squad Bench	\$205.56	\$185.00
1	M-18 O2 Regulator for "M" Tank	\$127.78	\$115.00
1	M-21 Electric O2 Solenoid w/Switch	\$466.67	\$420.00
	Additional Medical Options & Special Instructions		
1	NOTE: COT Mount to be 16" from Center to left wall.		
	- Mount forward from normal position. See Drawings.		
1	NOTE: Install Stryker Decals per previous truck location.		
	Laminate & Vinyl		
1	I-02 Custom Vinyl Color	\$222.22	\$200.00
1	Zolatone Color: 20-62 MARBLESTONE		
1	Vinyl Color: MV-102 GUNMETAL		
1	Lonplate Color: #424 GUNMETAL		
	Flooring, Aisle, Backboard Slots		
1	I-06 Composite Subfloor	\$866.67	\$780.00
	Seating, Squad Bench, EMT, CPR		
1	I-07 Swivel Pedestal for EVS Attendant Seat	\$444.44	\$400.00
1	I-12 5-Pt. Child Seat	\$1,500.00	\$1,350.00
	6-Point Seat Belt, Per Position		
2	Note: Specify Color (If no color is chosen, black will be provided:		
1	I-20 Black ☒ Orange ☐ Red ☐ Yellow ☐	\$1,133.33	\$1,020.00
	Cabinetry, Windows, Marker Boards, Shelves, & HVAC Ducts		
1	I-30 Customize Console in Type I	\$166.67	\$150.00
1	I-32 Aluminum Cabinetry (Requires Spray Coating)	\$7,800.00	\$7,020.00
2	I-44 Tilt-up Speed Load Cabinet Windows, w/latch (above action area)	\$611.11	\$550.00
2	I-45 Interior Access to Exterior Compartment	\$888.89	\$800.00
2	I-51 Track-Type Adjustable Shelves in Interior Cabinets, (above action area)	\$166.67	\$150.00
1	I-59 Glove Storage Over Side Entry Door	\$472.22	\$425.00
3	I-64 Chevrons on Entry Door Kickplates (Per Door)	\$583.33	\$525.00
	Doors, Locks, & Latches		
13	I-71 Southco Stainless Steel Latches, (per Latch)	\$505.56	\$455.00
	Counter Tops		
1	I-74 Speckled Color Finish in Silk Stone Action Area Countertop	\$722.22	\$650.00
1	Stainless Steel Counter Top with 1 1/2" Vertical Lips	\$944.44	\$850.00
	Sharps, Waste, & Drawers		
4	I-86 Drawer for General Storage (curbside per drawing)	\$1,666.67	\$1,500.00
	Grab Rails & Bars, Armrests		
1	I-89 Additional Grab Rail Over Squad Bench	\$366.67	\$330.00

1	I-94	12" Stainless Grab Handle (side entry door)	\$155.56	\$140.00
12	I-95	Make Grab Bar Yellow (Price Each)	\$1,266.67	\$1,140.00
Qty		Insulation & Sound Deadening		
1	I-97	3M Sound Deadening on Back of Exterior Compartments	\$555.56	\$500.00
		Additional Headroom, Crawl Through (Type I), Bariatric Package		
1	I-99	Custom Headroom, Fill in Height 74"	\$777.78	\$700.00
1	I-100	Crawl Through to Cab, (Type I) match previous	\$1,388.89	\$1,250.00
		Additional Interior Options & Special Instructions		
1		Yellow/Black non skid tape. Match previous	\$33.33	\$30.00
1		NOTE: Console to be Aluminum	\$833.33	\$750.00
1		Cabinet at head of bench	\$666.67	\$600.00
1		Move Vent to right side	\$100.00	\$90.00
1		Center Attendant seat with COT	\$100.00	\$90.00
1		Custom horizontal HVAC mounted at angle in bulkhead	\$1,388.89	\$1,250.00
3		Stainless Steel Cot Plates (SILICONE AROUND EDGES OF THESE PLATES AND DOOR THRESHHOLDS)	\$416.67	\$375.00
1		1" Lip on Right Wall Counter	\$83.33	\$75.00
2		Build HVAC Cabinet for 12 x 12 x 1 Intake Filter	\$222.22	\$200.00
3		Rubber mats on all cabinet shelves	\$166.67	\$150.00
3		Dry Deck on floor of left wall cabinets	\$333.33	\$300.00
1		NOTE: DO NOT angle cabinet over action area		
2		Glover Butlers (Match previous)	\$133.33	\$120.00
1		CompX control to lock five drawers	\$2,972.22	\$2,675.00
3		Fixed dividers in forward portion of cabinet "E"	\$250.00	\$225.00
1		Hinged red painted aluminum to access sharps and waste at head of bench. Photos in file.	\$744.44	\$670.00
1		3-slot vest holder (Left wall)	\$444.44	\$400.00
1		Stainless guard, left rear	\$100.00	\$90.00
1		Plastic guard, left rear	\$100.00	\$90.00
1		Corner trim per drawings	\$194.44	\$175.00
1		Install standard CompX narc box over bench	\$1,388.89	\$1,250.00
		Custom Body Size, Compartments, Doors & Door Window		
1	EX-01	Custom body Length. Fill in Length 186"	\$888.89	\$800.00
1	EX-03	Additional Exterior Compartment, (separate OSS#1)	\$1,222.22	\$1,100.00
1	EX-04	Compartment Over Wheel Well w/ Rollout Drawer (top hinge)	\$1,500.00	\$1,350.00
5	EX-05	Change Exterior Compartment Size	\$2,083.33	\$1,875.00
2	EX-09	Double Door on Exterior Compartment ILO Single Door	\$1,166.67	\$1,050.00
1	EX-16	Dry Deck All Compartments	\$722.22	\$650.00
		Shelves & Dividers		
1	EX-20	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 12"-30" wide #5	\$238.89	\$215.00
1	EX-21	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 30"-48" wide #4	\$250.00	\$225.00
1	EX-23	Additional Shelf in Exterior Compartment 12"-30" wide #5	\$155.56	\$140.00
1	EX-24	Additional Shelf in Exterior Compartment 30"-48" wide #2	\$166.67	\$150.00
2	EX-25	Aluminum Backboard Divider	\$488.89	\$440.00
1	EX-28	Additional Backboard Strap (match previous)	\$61.11	\$55.00
		Rear Bumpers & Entry Steps		
1	EX-35	Smooth Aluminum Kickplates (3)		
3	EX-36	Dual Interior Emergency Door-Open Handles, Price per Door	\$366.67	\$330.00
2	EX-39	Drop Skirt Line 6" from Right Rear Wheel to Right Front Corner, Add 2nd Entry Step (Drop Skirt = Both Sides)	\$1,666.67	\$1,500.00
3	EX-40	Painted Number Placards	\$750.00	\$675.00
1		Additional Charge for Extra Body Length	\$777.78	\$700.00
1		Recess for air eject	\$416.67	\$375.00
1		Fixed shelf 12" from top of OSS #5 with screwed on removable panel	\$333.33	\$300.00
2		Gas struts on #3 compartment door	\$361.11	\$325.00
1		OSS #1 shall have (2) separate compartments and doors. - Lockable upper #1A shall have have single door and will house 110 components & inverter. Door shall be lockable manually (no power lock). Vent to exterior only Lower compartment #1B to be connected to power locks. (EX-03) Storage for four (3) SCBA bottles at bottom floor of OSS #1. Removeable pocket for 25" depth.	\$1,000.00	\$900.00
1		NOTE: Scorpion inside of above tubes	\$1,000.00	\$900.00
3		Three (3) Zico SCBA brackets, angled, for Scott 4500 PSI cylindre. Zico model SC-50-H-6-SF bracket for 6.75" bottle with Zico	\$550.00	\$495.00
2		Two (3) Angled brackets for above		
1		Aluminum backboard strap, #7	\$111.11	\$100.00
1		Chrome center caps	\$444.44	\$400.00
1		Fixed Shelf in #7	\$200.00	\$180.00
1		.125" flat aluminum peg board covering B wall of #4. .023" holes spaced 1.875" apart	\$1,166.67	\$1,050.00
		Rub Rail, Tow Hooks, Mud Flaps, Chains		
1	EX-46	Reflective Tape in Rub Rail--FILL IN COLOR white	\$444.44	\$400.00
1	EX-48	Stainless Steel Fuel Guard	\$83.33	\$75.00
1	EX-61	Rubber Fenderettes		nc
1	EX-66	Divider & Fixed Shelf in #1 or #5	(\$277.78)	(\$250.00)
		MISCELLANEOUS OPTIONS		
1	MS-01	Credit for Shipping Spare Tire Loose	(\$55.56)	(\$50.00)
1	MS-05	Delete Decal Package	(\$138.89)	(\$125.00)
1	MS-06	Extended Electrical Warranty 7-years/100,000	\$777.78	\$700.00
		Additional Exterior & Miscellaneous Options & Special Instructions		

1	Square Compartment for four (4) D Tanks aft of rear wheel. Note: Use real door.	\$1,333.33	\$1,200.00
1	NOTE: Scorpion inside of above tubes	\$950.00	\$855.00
1	5" Drop floor of OSS #4	\$333.33	\$300.00
1	OSS #4 shall be roll up door with shield	\$888.89	\$800.00
1	Amdor 9355-36 strap for roll up door		
2	Cast Lo-Pro Vent on #1 and #1A Doors	\$166.67	\$150.00
2	Nader Pin Covers on lower rear nader pins	\$138.89	\$125.00
1	NOTE: Drip Rails shall be adhered with VHB. No Screws will be used.		
Qty	PAINT OPTIONS		
1	P-08 ½ Red / ½ White Cab & Box (Including Door Jambs)	\$6,333.33	\$5,700.00
1	P-09 Any Color of Paint other than White	\$1,444.44	\$1,300.00
1	P-10 Wet Sand & Buff	\$3,638.89	\$3,275.00
1	P-13 Delete Standard Beltline Paint	(\$583.33)	(\$525.00)
	Pinstripe		
1	P-22 6" Oracal Reflexite Chevron, Two Colors	\$1,888.89	\$1,700.00
1	P-28 6" Oracal Reflexite Chevron on Rear Doors, Two Colors	\$1,111.11	\$1,000.00
	Additional Paint Options & Special Instructions		
1	Broward County Graphics	\$6,444.44	\$5,800.00
1	Top of module shall be painted white and not visible from ground	\$1,111.11	\$1,000.00
1	Chevron rear kick plate	\$722.22	\$650.00
1	Install 12" number and 32" SOL on roof	\$166.67	\$150.00
	Additional Options & Instructions		
1	Stryker Powerload System	\$38,367.78	\$51,000.00
1	Stryker PowerPro Stretcher	\$36,616.67	\$36,218.00
1	Stryker 6252 Stair Chair	\$7,324.44	\$8,347.00
1	Firecom Intercom System	\$4,340.00	\$3,906.00
	ORDER SUMMARY		
	SUBTOTAL OF OPTIONS: \$		\$246,627.00
	(+) BASE PRICE: \$		\$304,143.00
	TOTAL UNIT PRICE: \$		\$550,770.00

Prepared for:
Paul Marshall
OSAGE AMBULANCE INC
194 TWIN RIDGE
RD

LINN, MO 65051
Phone: 314-566-
4991



Prepared by:
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Phone: 920-766-5222

A proposal for
OSAGE AMBULANCE INC

Prepared by
TRUCK CTY OF WISCONSIN, INC.
Rick Kinney

2024 BROWARD SHERIFF'S OFFICE
+BUDGETARY SPEC*

Jan 24, 2023

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.7.803
Data Version PRL-
27M.026
2024 BSO-PLUS



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SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-27M	M2 PRL-27M (EFF:MY24 ORDERS)		
Data Version			
DRL-026	SPECPRO21 DATA RELEASE VER 026		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-224	2024 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-006	RESCUE AND EMERGENCY SERVICE		
A84-1EV	EMERGENCY VEHICLES BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 12000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 22000.0 lbs		
Truck Service			

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Data Code	Description	Weight Front	Weight Rear
AA3-024	AMBULANCE BODY		
AF3-999	CUSTOM MFR'S/BODY TYPE IDENTIFICATION		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

Engine

101-22A CUM B6.7 260EV HP @ 2400 RPM, 2600 GOV, 660
LB-FT @ 1600 RPM, R/F/E

Electronic Parameters

79A-075 75 MPH ROAD SPEED LIMIT
79B-000 CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
79K-007 PTO MODE ENGINE RPM LIMIT - 1100 RPM
79M-001 PTO MODE BRAKE OVERRIDE - SERVICE
BRAKE APPLIED
79U-007 PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
79W-001 ONE REMOTE PTO SPEED
79X-008 PTO SPEED 1 SETTING - 1100 RPM
80G-008 PTO MINIMUM RPM - 1100
80J-001 REGEN INHIBIT SPEED THRESHOLD - 0 MPH

Engine Equipment

99C-021 2010 EPA/CARB/GHG21 CONFIGURATION
99D-010 NO 2008 CARB EMISSION CERTIFICATION
13E-001 STANDARD OIL PAN
105-001 ENGINE MOUNTED OIL CHECK AND FILL
014-099 SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
124-120 LN 12V 320 AMP 4962PGH PAD MOUNT
ALTERNATOR 10
292-203 (3) DTNA GENUINE, FLOODED STARTING, MIN
2250CCA, 510RC, THREADED STUD BATTERIES 40 20
290-017 BATTERY BOX FRAME MOUNTED
281-001 STANDARD BATTERY JUMPERS
282-042 LH BATTERY BOX MOUNTED AS FAR AFT AS
POSSIBLE, NO GREATER THAN 60 INCHES
BACK OF CAB
291-017 WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
289-001 NON-POLISHED BATTERY BOX COVER

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Data Code	Description	Weight Front	Weight Rear
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-1AR	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-999	AMBULANCE DEF CONFIGURATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-100	700 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		

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Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-1KD	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-343	ALLISON VOCATIONAL PACKAGE 227 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS
84B-003	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Data Code	Description	Weight Front	Weight Rear
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-824	(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A5	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES	
403-026	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING	
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS	
536-050	TRW THP-60 POWER STEERING	

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Data Code	Description	Weight Front	Weight Rear
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-062	10,000# TAPERLEAF FRONT SUSPENSION		
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
629-004	FRONT SWAYBAR	60	
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1C6	DETROIT DA-RS-17.5-2 17,500# R-SERIES SINGLE REAR AXLE		-170
421-478	4.78 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-079	MXL 16T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-025	FIRE AND EMERGENCY SEVERE SERVICE NON- ASBESTOS REAR BRAKE LINING		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
	LIQUID SPRING REAR SUSPENSION- AFTERMARKET INSTALLATION		
Brake System			
018-002	AIR BRAKE PACKAGE		

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Data Code	Description	Weight Front	Weight Rear
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-001	STANDARD AIR SYSTEM PRESSURE PROTECTION AND 85 PSI PRESSURE PROTECTION FOR AIR HORN(S)		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
46A-023	(1) 1730 CUBIC INCH AIR HORN TANK, 85 PSI PRESSURE PROTECTED INLET WITH CHECK VALVE AND QUICK DISCONNECT FITTING	20	25
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		

Wheelbase & Frame

545-442	4425MM (174 INCH) WHEELBASE		
546-094	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI	-60	-10
552-042	1950MM (77 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	80
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.66 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 289.99 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 180.36 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 57.46 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		

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Data Code	Description	Weight Front	Weight Rear
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Tanks			
204-998	NO LH FUEL TANK	-60	-20
230-043	40 GALLON/151 LITER RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS		160
218-005	RECTANGULAR FUEL TANK(S)		
215-009	PAINTED FUEL TANK(S), PAINTED STRAPS WITH RUBBER ISOLATORS		
231-004	FUEL TANK(S) MOUNTED BETWEEN RAILS AFT OF REAR AXLE	10	155
664-001	PLAIN STEP FINISH		
205-060	LH SIDEFILL FUEL TANK PREP CAP		
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
216-001	SINGLE SUCTION AND RETURN FUEL LINES		
20E-001	AUXILIARY FUEL SUPPLY AND RETURN PORTS		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL FRONT TIRES	-34	
094-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL REAR TIRES		-68

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Data Code	Description	Weight Front	Weight Rear
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT 5.81 INSET ALUMINUM DISC FRONT WHEELS	-62	
505-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-124
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
52M-004	FORCEMATCH TRIE/WHEEL RUNOUT CHECKMARK AND STATIC BALANCING-ALL TIRES/WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
498-1AB	INNER WHEEL EXTENSIONS, OUTBOARD AIRING, ALUMINUM OUTER WHEELS WITH RUBBER STABILIZERS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-009	RUBBER CAB MOUNTS		
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1B0	DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS	8	
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		

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Data Code	Description	Weight Front	Weight Rear
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-998	NO REAR WINDOW	-20	
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

055-017	PROFESSIONAL TRIM PACKAGE
707-105	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"
70K-016	CARBON WITH BASE BLACK ACCENT
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-034	ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH

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Data Code	Description	Weight Front	Weight Rear
680-029	M2/SD DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
689-111	PREP KIT FOR CUSTOMER INSTALLED AUXILIARY HEATER, PLUMBING FROM ENGINE TO BACK OF CAB WITH SHUTOFF VALVES ON LH	25	
170-015	STANDARD HEATER PLUMBING		
130-043	(1) VALEO HEAVY DUTY AND (1) SANDEN COMPACT REFRIGERANT COMPRESSORS	20	
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2	
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
756-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	50	
760-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	40	15
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-105	NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		

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Data Code	Description	Weight Front	Weight Rear
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-024	INTEGRATED UPPER & LOWER STORAGE PANELS		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-035	ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS		
48C-002	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		

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Data Code	Description	Weight Front	Weight Rear
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-024	LEFTHAND/CENTER/RIGHTHAND OVERHEAD INSTRUMENT PANEL BLANK		
746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
78C-003	INTEROPERABLE SDAR ANTENNA		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-028	(2) LH AND RH FOOT SWITCHES WITH DASH SWITCH FOR HORN BUTTON TO CONTROL AIR HORN, DEFAULT TO ELECTRIC <85 PSI		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
27D-004	ALTERNATING FLASHING HEADLAMP SYSTEM WITH BODY BUILDER CONTROLLED ENGAGEMENT		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		

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Prepared for:
Paul Marshall
OSAGE AMBULANCE INC
194 TWIN RIDGE
RD

LINN, MO 65051
Phone: 314-566-
4991



Prepared by:
Rick Kinney
TRUCK CTY OF WISCONSIN,
INC.
2401 PROGRESS WAY
KAUKAUNA, WI 541309559
Phone: 920-766-5222

Data Code	Description	Weight Front	Weight Rear
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
Design			
065-376	PAINT: FTL EMERGENCY-7		
Color			
980-5A1	CAB COLOR A: L0001EY BLACK ELITE EY-TBD		
981-6D7	CAB COLOR B: L4664EY RED PIERCE #90 ELITE EY-TBD		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
998-033	CORPORATE PDI CENTER IN-SERVICE AND OPTION INSTALLATION/MODIFICATION		
99B-014	SHIP TO FONTAINE (LAREDO, TX) PRIOR TO DELIVERY LIQUID SPRING INSTALLATION PERFORMED AT FONTAINE MODIFICATION IN CHARLOTTE NC. LIQUID SPRING IS NOT A FREIGHTLINER OR DEALER INSTALLED OPTION AND IS NOT COVERED BY FREIGHTLINER WARRANTY, ANY LIQUID SPRING SERVICE NEEDS TO BE PROVIDED BY LIQUID SPRING AND/OR THEIR DEALERS, CUSTOMER MUST ASSUME RESPONSIBILITY FOR ANY CHARGES. ANY ADJUSTMENTS OR CHASSIS DIAGNOSTICS RELATED TO THE REMOVAL OF THE FACTORY SUSPENSION AND/OR HANDLING CHARACTERISTICS ARE NOT COVERED UNDER THE FREIGHTLINER WARRANTY.		

TOTAL VEHICLE SUMMARY

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2401 PROGRESS WAY
KAUKAUNA, WI 541309559
Phone: 920-766-5222

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6057 lbs	3538 lbs	9595 lbs
Total Weight ⁺	6057 lbs	3538 lbs	9595 lbs

Extended Warranty

WBB-330	TC3: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES
WAG-074	TOWING: TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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EXHIBIT B
WARRANTY



Emergency Vehicle Limited Warranty

TYPE I & III MODULARS

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Original Purchaser Only that each new vehicle conversion is free from defects and workmanship and materials used in the construction of a production model emergency vehicle for a period as follows:

A. PRODUCT CONVERSION WARRANTY

For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the original purchase. Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components manufactured by Osage Industries, Inc. for use in a production vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, auto eject, siren drivers and chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

B. ELECTRICAL WARRANTY

For **SIX (6) years or 72,000 miles**, whichever comes first, from the date of the original purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include switch panels, electrical harnesses (and the installation), printed circuit boards and general design concept used by Osage Industries, Inc. at the time of manufacture. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. All other components are excluded from the coverage of this limited electrical warranty. **Extended Warranty if Purchased:** For up to **Seven 7 years or 100,000 miles** on electrical stated above.

C. ALUMINUM MODULE BODY AND INTERIOR ALUMINUM CABINET STRUCTURE

Lifetime warranted to the original purchaser, on the original chassis. This warranty can be transferred onto a new chassis, providing the remount is performed by Osage. At that time, Osage will thoroughly inspect and repair, if needed. Door Hardware, Cabinet Finish and Latches are warranted for a period of **Three (3) years or 36,000 miles**, whichever comes first from date of original purchase for defects under normal use; this does not include adjustments.

D. PAINT WARRANTY 5 YEARS OR 100,000 MILES

Complete, NON-PRO RATED warranty covers paint finish, corrosion and blistering of the ambulance body. Warranty covers the cost of parts and labor. Unless installed by Osage, lettering and graphics replacement due to paint failure will not be covered. Warranty is dependent on agreement by both parties (purchaser and seller) that failure is due to a manufacturing defect.

E. GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES

Osage warrants its graphics and lettering package to be free from defects in material and workmanship for **three (3) years or 36,000 miles**. Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

F. BLACK OUT ITEMS - (PARTS SPRAYED WITH SCORPION LINER) 1 year or 12,000 miles

Osage warrants blackout items, for **one 1 year or 12,000 miles**, whichever comes first, against adhesion failure of the scorpion liner to the item sprayed. This excludes fading, chipping, rub marks and scratches.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. No repairs or additions shall be performed without prior approval from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or repair center authorized by Osage Industries, Inc. It is the responsibility of the purchaser to transport vehicle to and from Osage Industries, Inc., Linn, Missouri (MO), or repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you. Osage is not responsible for any loss or damage that may occur during said transportation.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

- a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



Pallet Jacks / Results within Pallet Jacks

Filter

Pallet Jacks

1 product

Pallet jacks have forks that slide underneath or into openings on pallets, skids, and containers, and they have a hydraulic pump that lifts the loaded forks. Also known as pallet trucks, pallet pumps, and pump trucks, these wheeled vehicles are used to lift and move heavy loads in warehouses, loading docks, manufacturing plants, and other industrial settings. Pallet jacks require less maintenance and can maneuver more easily in tight spaces than forklifts. Manual pallet jacks are completely operated by hand and require less maintenance than fully powered and partially powered pallet jacks. Manual-lift/powered-drive pallet jacks and powered pallet jacks are fully or partially powered by an electric motor and take less physical effort to operate than manual pallet jacks. Unless noted otherwise, pallet jacks are for use on firm, level surfaces because they may roll back if used on inclines.



Powered Pallet Jacks

[Clear All](#)

[Operation](#)

[Electric](#) ×

[Fork Length](#)

[45-1/2 in](#) ×

Powered Pallet Jacks



Powered pallet jacks have an electric motor that both propels the pallet jacks and raises and lowers their forks. This reduces the physical effort it takes to operate them and move them over long distances, and it allows them to travel on inclined surfaces such as sloped floors or ramps. Also known as electric pallet jacks and walkie pallet jacks, powered pallet jacks allow loads to be loaded, lifted, and moved over long distances more quickly than manual-lift/powered-drive pallet jacks. The motor is powered by a rechargeable battery.

Standard Forks

↑ Load Capacity	Fork LxW	Width Across Forks	Width Between Forks	Overall LxWxH	Brand	Price
4,500 lb	45-1/2 in x 6 in	27 in	13.5 in	70-1/2 in x 27 in x 51 in	BIG JOE	\$6,307.69

Note: Product availability is real-time basis and adjusted continuously. The product will be reserved for you when you complete your order. [More](#)



Chat with an Agent



March 7th, 2024

RE: 3150 SW 52 Ave. Pembroke Park, FL 33023

Stephanie Woodbury

Thank you for the opportunity to submit this contract for interior repair services to the property located at 3150 SW 52 Ave., Pembroke Park, FL 33023. The cost of this project is **\$278,956.65**. For the Client's review below is an itemized list of the services that was discussed between both parties. We thank you in advance for your consideration.

SCOPE OF WORK —
Bathrooms Renovation as per ADA

Preparation, demolition, and removal of
A total of 8 Bathrooms (4 small bathrooms Approx. 42 sq. ft. and 2 medium bathrooms Approx. 225 sq. ft. and 2 large size bathrooms Approx. 450 sq. ft. located at three different floors with total of 11 toilets, 15 sinks, 7 urinals, and 4 Handy cap toilets. (Labor and Materials)

Electrical —
Install New GFCI outlets and New Light Fixtures (Labor and Materials)

Plumbing —
Install all new plumbing fixtures, toilets, sinks, handy cap toilet and railing (Labor and Materials)

Flooring —
Install porcelain floor tiles (Labor and Materials)

Painting —
Apply a primer and two coats of Sherwin William paint (Labor and Materials)

Vanity Cabinets
Install shaker style vanities (Labor and Materials)

Total - \$242,571.00
PROFIT & OVERHEAD 15% = \$36,385.65
Total - \$278,956.65

Job Includes
Architectural Drawings
All equipment as needed
All labor and materials
Waste all debris and clean up job areas
Permit and permit runners

Certified General Contractor License No: CGC1521728 Phone 954.665.0852 Fax 954.905.4300
Email EcoBuilders01@gmail.com www.EcoHomeBuild.com

**Job Excludes**

Permit fees

Progress of Payments:

10% Initial Deposit

30% Upon permit approval

25% Upon 25% completion

25% Upon 50% completion

10% Upon final completion

Payment: Invoices will be sent weekly based upon agreement. Payments are due and payable upon presentation of each invoice. Interest will be added (at the current prime rate) to invoices that have not been paid within ten (10) days of the invoice date. A dispute over any portion of Eco Builders Inc invoice shall not relieve the Client responsibility to pay the undisputed portion of the invoice in accordance with the terms of this Contract. Further, the Client shall not withhold amounts from Eco Builders Inc compensation to impose a penalty or liquidated damages on Eco Builders Inc, or to offset sums requested by or paid to vendors for the cost of changes in the Work unless Eco Builders Inc agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

If the Client fails to make payments due to Eco Builders Inc for Services within ten (10) days of the presentation of invoices, or by such other time period as mutually agreed upon by Eco Builders Inc and the Client prior to commencement of Services, upon seven (7) days prior written notice to the Client, Eco Builders Inc will be entitled to terminate or, at Eco Builders Inc option, suspend performance of our Services for which payment is outstanding. Unless payment in full is received by Eco Builders Inc within seven (7) days from the date of the notice, the termination, suspension and/or retention of said services shall take effect without further notice. Eco Builders Inc shall have no liability to the Client for delay or damages caused the Client because of such termination, suspension, or retention of said services and the Client waives any claims against Eco Builders Inc and shall defend and indemnify Eco Builders Inc from and against all claims for injury or loss stemming from Eco Builders Inc cessation of services.

Warranty for the Quality of the Work: Eco Builders Inc warrants to the Client that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Building plans and or the Client, that the Work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Building plans, current building codes, and manufactures specifications.

Eco Builders Inc guarantees their workmanship for one year after the date of completion of the Work. If the Client finds any of the Work to be not in accordance with the requirements of the Building plans, building codes, and manufactures specifications within the one year period, the Client shall give Eco Builders Inc written notice promptly after discovery of the condition. Eco Builders Inc shall promptly correct the condition after receipt of written notice. Eco Builders Inc warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Eco Builders Inc, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage shall be the responsibility of the Client.



Insurance: Eco Builders Inc will provide General Liability insurance during the Work being performed under this Contract. Eco Builders Inc will provide the Client with a copy of said insurance.

Waiver of Consequential Damages: Eco Builders Inc and the Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Contract or Project. Should you find this contract acceptable, please indicate your authorization by signing and dating the electronic copy enclosed and returning it to Eco Builders Inc for our permanent files. The other copy is for your file.

Should you have any questions or if we may be of further assistance in this matter, please do not hesitate to call.

Offered By:

Eco Builders, Inc.

Accepted By

Stephanie Woodbury

Moe Seyed
Project /Manager

Date

MAMBA™

SERIES



POISED TO PUMMEL THE COMPETITION

With its slender body construction, the Mamba™ slithers its way into routes other garbage trucks can't. This satellite side loader offers freedom to load from either side as well as the ability to transfer compacted materials to larger rear loaders. Cart tipper and barrel dumper options, allowing for maximized machine customization, make the Mamba™ a big time player in the market.

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 Commission 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 extend the program to June 30, 2023

ELIGIBLE REIMBURSEMENTS SPREADSHEET – PRIMARY EXPENDITURES (GOVERNMENT ORGANIZATIONS)

Pay for Officers Through (09/30/2022)								
Name	Salaries	Fringe Benefits	FICA	FRS	Description	Quantity	Cost	Total Cost
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 Jenkins	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 **December 31, 2026**

Amount Remaining From ARPA \$ 2,804,017.45



Playpalette: Spring Bloom

2/7/22

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Raymond P. Oglesby Preserve Park 5-12 Area

Pembroke Park, FL



www.playdrp.com



Playpalette: Spring Bloom

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 2/7/22



A PLAYCORE Company

www.gametime.com

Raymond P. Oglesby Preserve Park 5-12 Area

Pembroke Park, FL



www.playdrp.com



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103394-03-03

Raymond P. Olgesby Preserve Park ~ 5-12 Playground with EWF

Town of Pembroke Park
Attn: Aleen Ghany
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600 ext.

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$2,500.00	\$2,500.00
1	Removal	GT-Impax - Removal of Existing PIP & Disposal- existing stone sub base to remain	\$2,655.00	\$2,655.00
1	Removal	GT-Impax - Removal & Disposal of existing stone sub base	\$4,180.00	\$4,180.00
1	RDU	GameTime - Custom PrimeTime System- ages 5-12 includes 14' square shade	\$47,920.00	\$47,920.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$15,350.00	\$15,350.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,250.00	\$1,250.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,400.00	\$1,400.00
35	EWF-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth- - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant <i>approx 880 sf @ 8" compacted depth</i>	\$46.85	\$1,639.75
1	Spread	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob- cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$700.00	\$700.00
			Sub Total	\$77,594.75
			Discount	(\$11,536.20)
			Freight	\$4,844.40
			Total	\$70,902.95

Comments

Site access for construction equipment and staging area must be provided by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 gina.w@gametime.com





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www.playdrp.com

03/19/2024
Quote #
103394-03-03

Raymond P. Olgesby Preserve Park ~ 5-12 Playground with EWF

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Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

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Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)





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800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103394-03-03

Raymond P. Olgesby Preserve Park ~ 5-12 Playground with EWF

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$70,902.95**





Playpalette: Spring Bloom

2/7/22

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Raymond P. Oglesby Preserve Park 2-5 Area

Pembroke Park, FL



www.playdrp.com



Playpalette: Spring Bloom

2/7/22

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Raymond P. Oglesby Preserve Park 2-5 Area

Pembroke Park, FL



www.playdrp.com



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03/19/2024
Quote #
103394-01-03

Raymond P. Olgesby Preserve Park ~ 2-5 Playground with EWF

Town of Pembroke Park
Attn: Aleen Ghany
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600 ext.

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$1,980.00	\$1,980.00
1	Removal	GT-Impax - Removal of Existing PIP & Disposal- existing stone sub base to remain	\$2,100.00	\$2,100.00
1	Removal	GT-Impax - Removal & Disposal of Existing Stone subbase	\$3,325.00	\$3,325.00
1	RDU	GameTime - Custom PrimeTime System- includes 14' square shade ages 2-5	\$35,439.00	\$35,439.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$11,340.00	\$11,340.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,250.00	\$1,250.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,400.00	\$1,400.00
30	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth- - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant <i>approx 700 sf @ 8" compacted depth</i>	\$46.85	\$1,405.50
1	Spread	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$600.00	\$600.00
			Sub Total	\$58,839.50
			Discount	(\$7,938.18)
			Freight	\$4,073.89
			Total	\$54,975.21

Comments

Site access for construction equipment and staging area must be provided by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 gjinaw@gametime.com





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03/19/2024
Quote #
103394-01-03

Raymond P. Olgesby Preserve Park ~ 2-5 Playground with EWF

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Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

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ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)





GameTime
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P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103394-01-03

Raymond P. Olgesby Preserve Park ~ 2-5 Playground with EWF

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$54,975.21**





Playpalette: Bloom

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 1/17/22



www.gametime.com

Kidcourse Fitness Area

Pembroke Park, FL



www.playdrp.com



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c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103394-02-02

Raymond P. Olgesby Preserve Park ~ KidCourse Fitness Area 2024

Town of Pembroke Park
Attn: Aleen Ghany
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600 ext.

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$1,620.00	\$1,620.00
1230	Digout	GT-Impax - Digout/Sitework of area (per sq. ft.)- <i>Does not include removal of spoils</i>	\$1.40	\$1,722.00
1230	Spoils	GT-Impax - Removal/Disposal from Site the Spoils from Digout (per sq. ft.)	\$1.75	\$2,152.50
1	RDU	GameTime - Fit Kid Course	\$28,996.00	\$28,996.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$9,275.00	\$9,275.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,250.00	\$1,250.00
50	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth- - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant <i>approx 1,230 sf @ 8" compacted depth</i>	\$46.85	\$2,342.50
1	Spread	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$1,000.00	\$1,000.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,400.00	\$1,400.00
			Sub Total	\$49,758.00
			Discount	(\$8,196.52)
			Freight	\$3,962.09
			Total	\$45,523.57

Comments

Site access for construction equipment and staging area must be provided by owner.

Grade Level installation with natural earth border.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com





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03/19/2024
Quote #
103394-02-02

Raymond P. Olgesby Preserve Park ~ KidCourse Fitness Area 2024

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City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)





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03/19/2024
Quote #
103394-02-02

Raymond P. Olgesby Preserve Park ~ KidCourse Fitness Area 2024

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

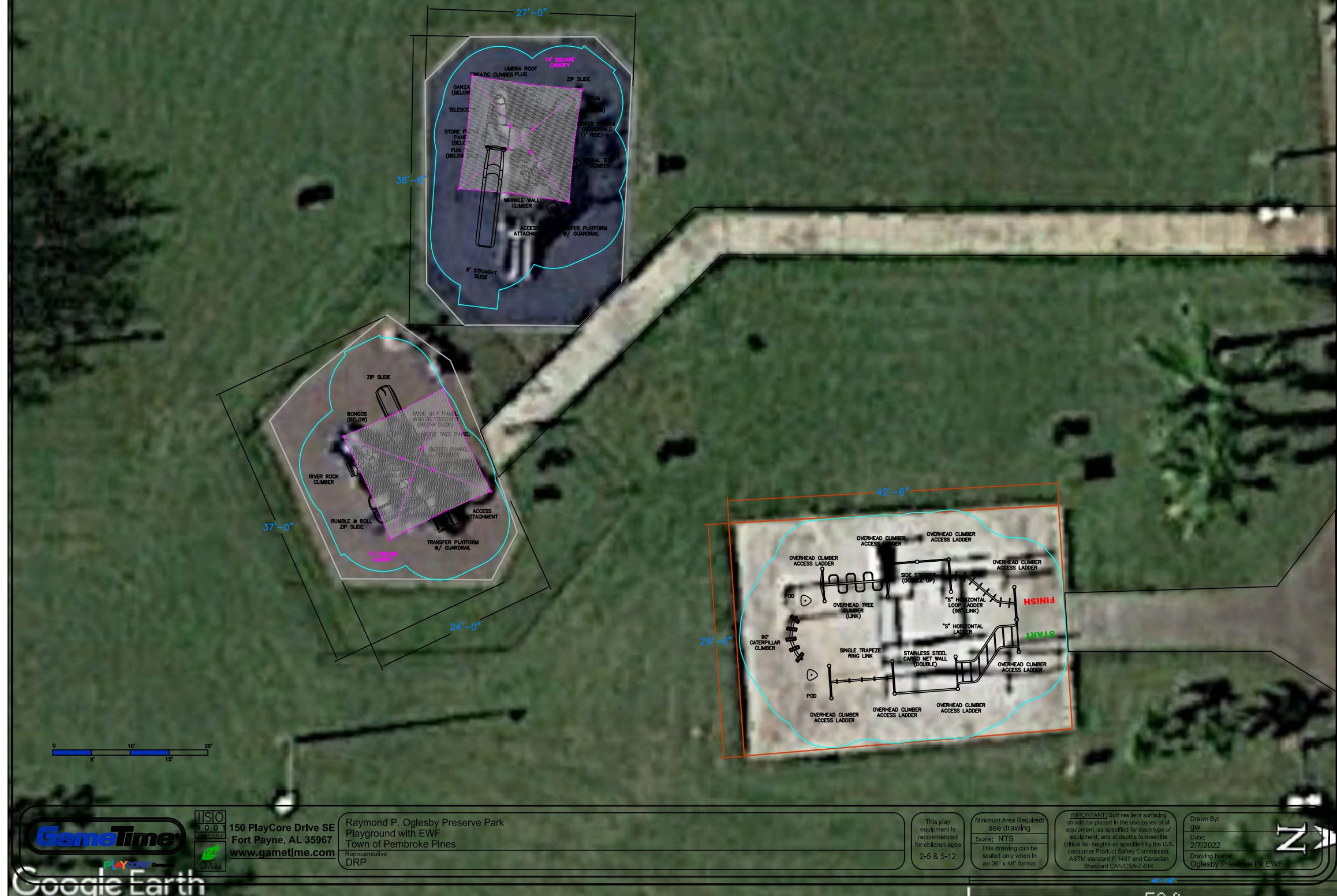
E-Mail: _____

Purchase Amount: **\$45,523.57**



Write a description for your map.

Legend





The Body Curl Station allows a user the opportunity to train their core. The station is constructed of a durable metal and PVC platform with a metal handrail. The user lays on the platform while holding the handrail and can perform a variety of leg lifts and core exercises.

Features and Benefits:

- Wide, textured PVC platform provides a sure seating area during a workout
- Combine with other GTFit products to create a fitness space specific to your community
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13579
Use Zone: 13'10" X 7'5"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



Designing award-winning playgrounds since 1929.



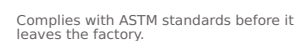
Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



Limited Lifetime Warranty on uprights, hardware and connections. Visit **gametime.com/warranty** for full warranty information





A PLAYCORE Company

Cardio Walker



The Cardio Walker is an ideal solution for anyone seeking a low-impact aerobic workout in a park or along a fitness trail. Place your feet on the large slip-resistant platforms, grip the handlebar and move your legs forward and backward. The Cardio Walker provides an effective workout for people of all fitness levels. Also available in surface mount version (#13562S)

Features and Benefits:

- A fun, low-impact aerobic workout for people of all fitness levels
- Wide handlebar allows users to grip the front or side of the bar for support during exercise
- Strengthens lower body muscles and improves cardio fitness

Model: 13562i
Use Zone: 11'3" X 10'9"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](https://www.gametime.com/warranty) for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.

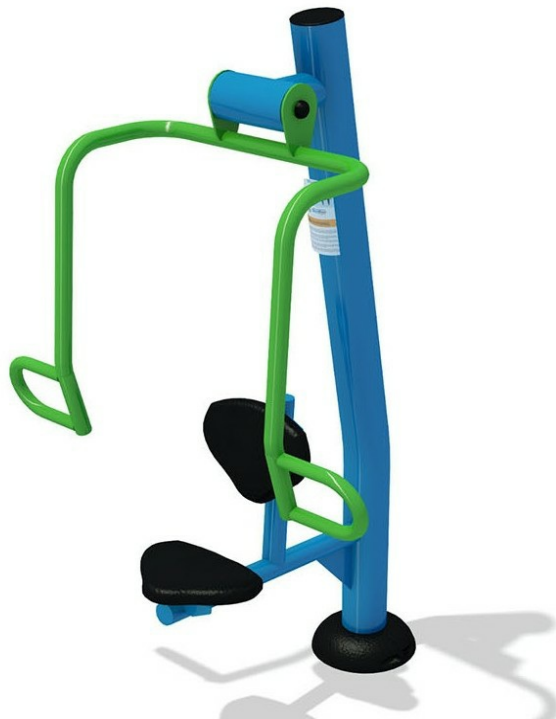


Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Chest Press



The Chest Press Station is similar to chest press machines in a gym or fitness center. Users sit on an ergonomically-designed saddle and lean back against a supportive backrest. As your arms move forward and up, the advanced variable resistance mechanism is activated to provide smooth, effective resistance while enhancing arm and shoulder strength. Also available in surface...

Features and Benefits:

- Familiar-looking design is instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13555i
Use Zone: 10'8" X 9'10"
Fall Height: N/A
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



An accessible version of our popular Advanced Series Chest Press. Features an exclusive variable resistance technology to provide the right amount of resistance for users of all fitness levels. The seat on one side and the accessible area on the other are both ergonomically-designed to provide users with the right grip and support to perform an effective workout. Also...

Features and Benefits:

- Familiar-looking design makes it instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13271i
Use Zone: 12'9" X 9'10"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Chin-Up Combo



Combination Chin-Up station is designed with unique handgrip curvature to provide multiple degrees of challenge. The combo version is designed to accommodate multiple users at a time and is appropriate for users of different heights. Install alone or with other components on a shared upright to create multiple workout stations in a compact design. Also available as surface...

Features and Benefits:

- Handgrip curvature offers multiple grip positions to vary your workout and challenge level
- All-steel design and powder-coated finish is weather-resistant and well-suited for any climate
- Provides an excellent muscle strength workout and enhances upper body strength

Model: 13585i
Use Zone: 6'9" X 10'11"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Fitness Overhead Ladder



Our Fitness Overhead Ladder is a great addition to your outdoor adult fitness park. Designed for users ages 13 and up, it promotes upper body muscle strength, hand-eye coordination, grip strength, and overall physical endurance. There are nine rungs along an 11-foot span spaced approximately 15-inches apart. It features a step-up on either side to make it easier to start your...

Features and Benefits:

- Helps build upper body muscle strength
- Includes step-up to assist reaching the overhead rungs
- Constructed of durable, weather-resistant materials
- Product requires impact attenuating surfacing to comply with ASTM F3101-15. Your GameTime representative will offer recommendations and products to meet these...

Model: 13591
Use Zone: 10 X 17
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Hand Cycle



The Hand Cycle provides an aerobic upper body and muscle endurance workout for adults of all fitness levels. Sit on the nylon seat and turn the handles while enjoying a view of the great outdoors! Also available in surface mount version (#14924S)

Features and Benefits:

- Magnetic resistance reduces maintenance requirements
- Self-contained mechanism minimizes exposure to environmental conditions
- Two-piece assembly streamlines maintenance access

Model: 14924i
Use Zone: 12'3" X 11'7"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](https://www.gametime.com/warranty) for full warranty information



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The Accessible Hand Cycle provides an aerobic upper body & muscle endurance workout for all users. Designed to accommodate people who use a mobility device as part of their workout routine. Also available in surface mount version (#14925S).

Features and Benefits:

- Magnetic resistance reduces maintenance requirements
- Self-contained mechanism minimizes exposure to environmental conditions
- Two-piece assembly streamlines maintenance access

Model: 14925i
Use Zone: 11'10" X 11'7"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](https://www.gametime.com/warranty) for full warranty information



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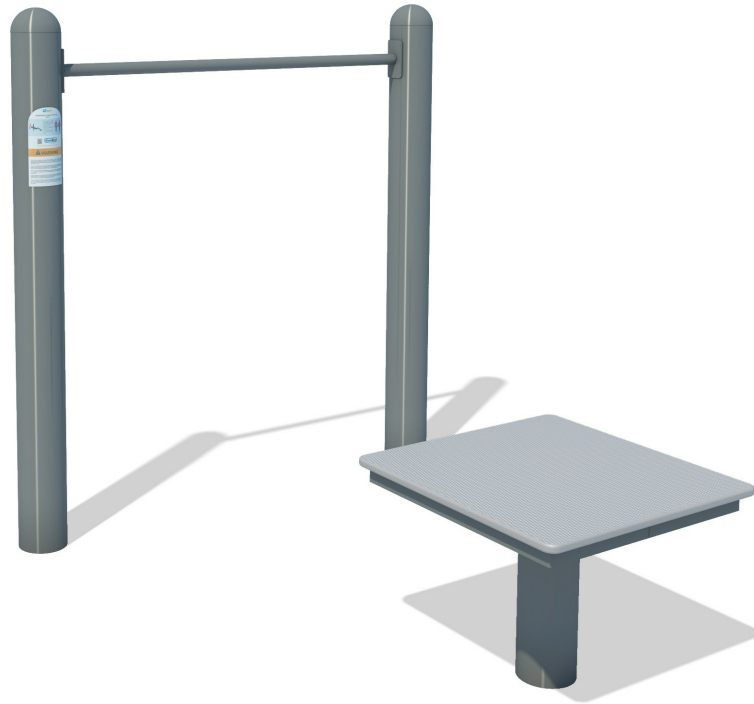


Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Horizontal Chin-Up Station



The GTfit Horizontal Chin-Up Station provides some assistance in executing a chin-up. Users place their feet on the platform, lie down beneath the chin-up bar, grasp the bar with both hands and pull their body up. The station can also be used for elevated push-ups.

Features and Benefits:

- Versatile product that creates a combination of muscle strength exercises
- Wide, textured HDPE platform provides a sure footing during workout
- Can be combined with similar exercise stations, using a common upright to maximize space utilization
- Constructed of durable, recyclable materials and backed by...

Model: 13586i
Fall Height: 5'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Lat Pull Down



Similar to machines found in an indoor gym, the Lat Pull Down is an ideal choice for improving arm and shoulder muscle fitness and endurance. Users sit on the ergonomically designed saddle and grip the handrails overhead then pull downward. Also available in surface mount version (#13556S).

Features and Benefits:

- Familiar-looking design makes it instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- Resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13556i
Use Zone: 10'8" X 9'10"
Fall Height: N/A
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Complies with ASTM standards before it leaves the factory.

Lat Pull Down - Accessible



The standard side features an ergonomically-designed seat that is just the right height for transferring to and from a mobility device. The accessible side is designed to accommodate most mobility devices and allows two people to work out at the same time. The accessible Lat Pull Down is an ideal choice for improving arm and shoulder muscle fitness and endurance. Also...

Features and Benefits:

- Familiar-looking design makes it instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13272i
Use Zone: 12'9" X 9'10"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



A PLAYCORE Company

Leg Extension



The leg and lower body muscles are a critical component of a well-rounded fitness program. By incorporating lower body exercises like the Leg Extension, users enhance their overall muscular endurance, strength, and agility in other fitness endeavors such as climbing stairs, riding a bicycle and help promote ability in recreational sports like soccer or tennis. Also available...

Features and Benefits:

- Familiar-looking design is instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13563i
Use Zone: 9'9" X 8'2"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Leg Press



The leg and lower body muscles are a critical component of a well-rounded fitness program. By incorporating lower body exercises like the Romain Chair Squat, users enhance their overall muscular endurance, strength and agility in other fitness endeavors. Also available in surface mount version (#13566S).

Features and Benefits:

- Familiar-looking design is instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13559i
Use Zone: 10'10" X 7'8"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Recumbent Cycle



An ideal solution for anyone seeking a low-impact aerobic workout in a park or along a fitness trail. Place your feet on the large slip-resistant pedals, grip the handlebar and move your legs forward and backward. The Recumbent Cycle provides an effective workout for people of all fitness levels. Also available in a surface-mount version (#14922S)

Features and Benefits:

- Magnetic resistance reduces maintenance requirements
- Self-contained mechanism minimizes exposure to environmental conditions
- Two-piece assembly streamlines maintenance access

Model: 14922i
Use Zone: 12'4" X 11'10"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Help support users perform a squat exercise with our Roman Chair Squat. It features durable, all-weather materials and an instructional label. Add to any fitness park design to provide an affordable muscle fitness workout. Also available in surface mount version (13559S)

Features and Benefits:

- Strengthens the core and muscles of the lower body
- Helps guide users into the right form for a squat exercise
- Constructed of durable materials and backed by the industry's leading warranty

Model: 13566i
Use Zone: 10'6" X 7'8"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Sit-Up/Back Extension



Users perform crunches and sit-ups on one side of the station by placing knees over the cross-bar, feet under the foot stops, lying back on the body plate and raising themselves up using their abdominal muscles. Back extensions are performed by placing thighs against the front cushions on the other side of the station and raising your body using the lower back muscles. Also...

Features and Benefits:

- Combines two different core exercises in a single, space-saving design
- An affordable way to add a core strength element to your outdoor fitness park
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13561i
Use Zone: 5'10" X 11'
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Sit-Up Station



Improve your core strength using the Sit-Up Station! The station is constructed of a durable metal and PVC platform with a metal foot support. The user lays on the bench and places their feet under the support to perform a variety of core exercises.

Features and Benefits:

- Wide, textured PVC platform provides a sure seating area during a workout
- Combine with other GTFit products to create a fitness space specific to your community
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13570
Use Zone: 14'6" X 7'1"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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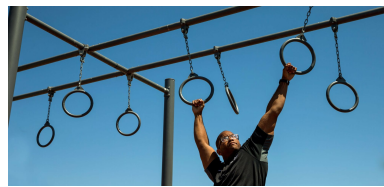
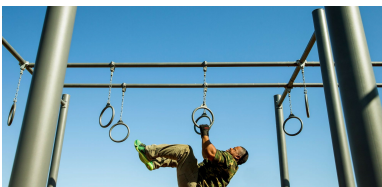


Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Trapeze Rack



Our Trapeze Rings are designed for intermediate and advanced users who want to take their outdoor workout to the next level. Features eight suspended steel rings span along a 12' run installed with a 6" differential. Swing from one ring to the next or perform pull-ups, leg raises and a wide range of exercises that enhance upper-body and core strength.

Features and Benefits:

- Challenging and exciting muscle fitness activity that also enhances core fitness and balance/flexibility
- Provides a wide range of exercises in a single station
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13198
Use Zone: 18'1" X 14'6"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Complies with ASTM standards before it leaves the factory.



Our Plyometric Box is perfect for box jumps, dips, pushups and more. Available in other heights (6" #13275, 18" #13277, 24" #13278) to create varying degrees of challenge. Install alone or in a group to create a jumping challenge area or opportunities for multiple users at once.

Features and Benefits:

- Provides an excellent aerobic and core fitness workout
- Available in four different heights to create varying degrees of challenge
- Constructed of durable and recyclable materials and backed by the industry's leading warranty

Model: 13276
Use Zone: 8'5" X 8'5"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



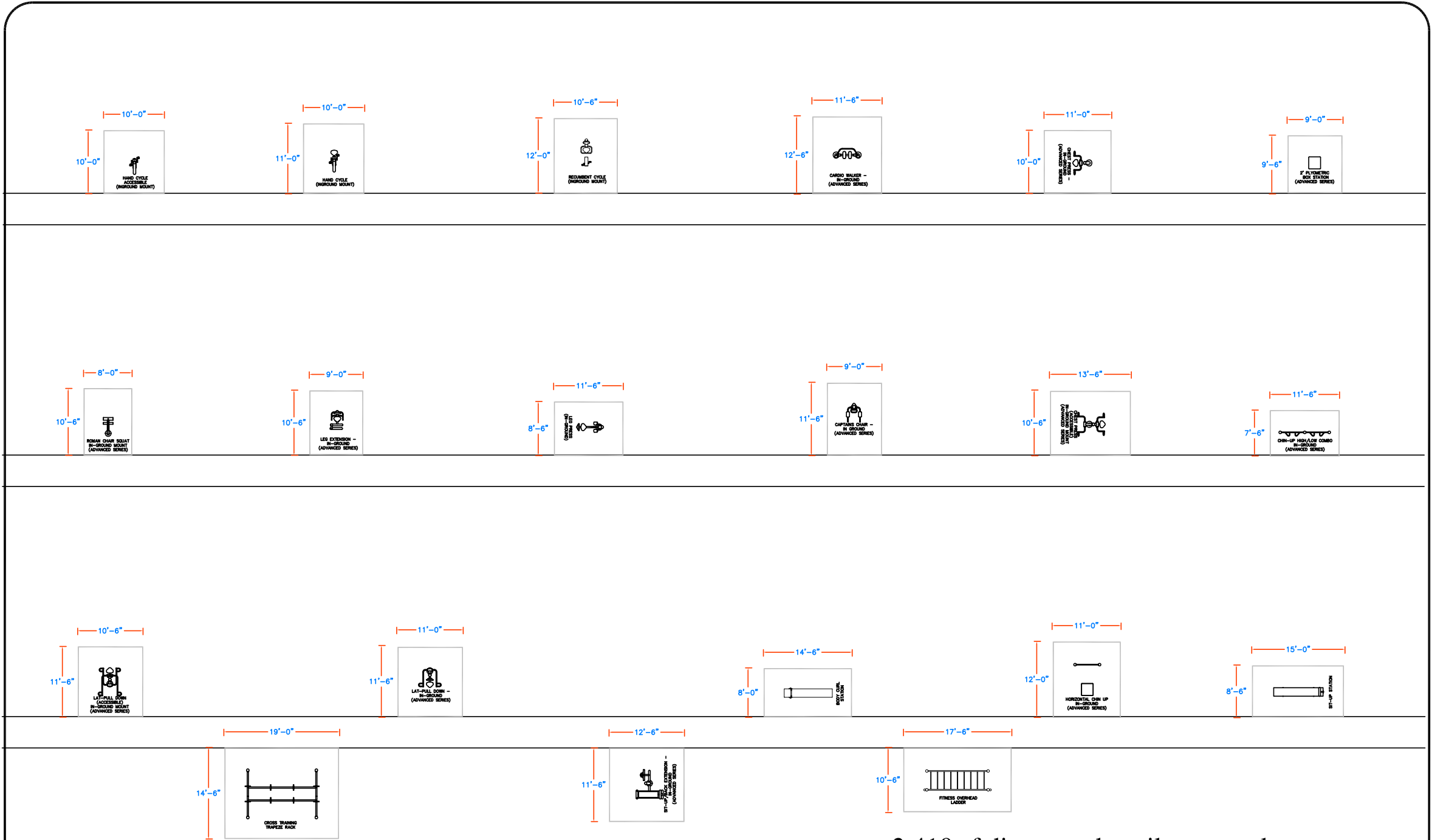
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Grade Level instalaltion

- * digout of 20 workout stations
- * concrete curb border
- access to stations from existing sidewalk

approx. 2,410 sf digout and spoils removal

approx 844 lf of concrete curb border

approx 2,410 sf GTImpax Wood Fiber Safety Surfacing



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Preserve Park
Fitness Trail
Town of Pembroke Park
Representative
DRP

This play equipment is recommended for children ages 13 +

Minimum Area Required: see drawing
Scale: NTS
This drawing can be scaled only when in an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: GW
Date: 5/31/2022
Drawing Name: Preserve Park Fitness



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103921-01-02

Preserve Park ~ Fitness Trail 2024

Town of Pembroke Park
Attn: Aleen Ghany
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600 ext.

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
		-		
		Site visit required prior to order to confirm scope is quoted correctly.		
		Removal of existing fitness equipment, footers, surfacing and borders by owner.		
		Site access for construction equipment and staging area MUST be provided by owner.		
		ALL underground utilities must be clearly marked prior to installation.		
1	13198	GameTime - Trapeze Rack	\$7,925.00	\$7,925.00
1	13278	GameTime - Plyometric Box (24")	\$914.00	\$914.00
1	13570	GameTime - Sit-Up Station	\$1,936.00	\$1,936.00
1	13579	GameTime - Body Curl Station	\$2,375.00	\$2,375.00
1	13591	GameTime - Fitness Overhead Ladder	\$6,062.00	\$6,062.00
1	13271I	GameTime - Chest Press - Ada (In-Ground Mount)	\$8,165.00	\$8,165.00
1	13272I	GameTime - Lat Pull Down - Ada (In-Ground Mount)	\$8,193.00	\$8,193.00
1	13555I	GameTime - Chest Press (Single) - In-Ground Mount	\$5,884.00	\$5,884.00
1	13556I	GameTime - Lat Pull Down (Single) - In-Ground Mou	\$6,102.00	\$6,102.00
1	13559I	GameTime - Leg Press (Single)	\$6,194.00	\$6,194.00
1	13560I	GameTime - Captain'S Chair - In-Ground Mount	\$4,918.00	\$4,918.00
1	13561I	GameTime - Sit Up/ Back Extension	\$6,164.00	\$6,164.00
1	13562I	GameTime - Cardio Walker (In Ground)	\$6,194.00	\$6,194.00
1	13563I	GameTime - Leg Extension (In Ground)	\$4,277.00	\$4,277.00
1	13566I	GameTime - Roman Chair Squat	\$2,406.00	\$2,406.00
1	13585I	GameTime - Chin Up Hi Lo Combo In Ground	\$3,339.00	\$3,339.00
1	13586I	GameTime - Horizontal Chin Up In ground	\$2,132.00	\$2,132.00
1	14922I	GameTime - Recumbent Cycle (In-Ground)	\$6,978.00	\$6,978.00
1	14924I	GameTime - Hand Cycle (In-Ground)	\$7,301.00	\$7,301.00
1	14925I	GameTime - Accessible Hand Cycle (In-Ground)	\$7,139.00	\$7,139.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,250.00	\$1,250.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!	\$34,125.00	\$34,125.00
2410	Digout	GT-Impax - Digout/Sitework of area (per sq. ft.)- Does not include removal of spoils	\$1.40	\$3,374.00
2410	Spoils	GT-Impax - Removal/Disposal from Site the Spoils from Digout (per sq. ft.)	\$1.75	\$4,217.50



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
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Preserve Park ~ Fitness Trail 2024

Quantity	Part #	Description	Unit Price	Amount
844	Curb	GT-Impax - Concrete Curb (In. ft.)- 4" Wide - Not Reinforced	\$41.00	\$34,604.00
100	EWf- Bulk	GT-Impax - Engineered Wood Fiber - Per Cubic Yard- ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant approx. 2,410 sf @ 8" compacted depth	\$46.85	\$4,685.00
1	INSTALL	GT-Impax - Spreading of Wood Fiber- Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob- cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.	\$2,200.00	\$2,200.00
1	Permits	5-Star Plus - Building Permits- Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.	\$1,400.00	\$1,400.00
			Sub Total	\$190,453.50
			Discount	(\$20,530.54)
			Freight	\$8,062.45
			Total	\$177,985.41

Comments

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103921-01-02

Preserve Park ~ Fitness Trail 2024

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____
Contact: _____ Contact: _____
Address: _____ Address: _____
Address: _____ Address: _____
City, State, Zip: _____ City, State, Zip: _____
Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____
Signature: _____ Date: _____
Title: _____ Phone: _____
E-Mail: _____ Purchase Amount: **\$177,985.41**



Buyer's Order

Nextran Truck Centers - Fort Lauderdale
4300 Ravenswood Road
Fort
Lauderdale, FL 33312

Salesperson: John Ross

Date: -

CUSTOMER INFORMATION

Name: **FSA23-VEH21.0 - City of Pembroke Park**

Address: -

Phone: -

City: -

State: FL

Zip Code: -

County: -

TRUCK INFORMATION

Body Details

Quantity	Year	Make	Model	VIN #	Year	Make	Model	SERIAL #
1	2025	Mack	MD7 42R	NEXT2024000048C635	2024	New Way	Mamba 10yd3	-
			2nd VIN	-	-	-	-	-
			3rd VIN	-			2nd Serial #	-
			4th VIN	-			3rd Serial #	-
			5th VIN	-			4th Serial #	-
							5th Serial #	-

****See Addendum for Additional VIN #**

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. FSA 23-VEH21.0

ITEM # 48, MACK MD7

FSA TRUCK SPECIFICATION

Price below reflects per unit

	ALL TRUCKS	Locals and Comments
Total Selling Price	\$ 187,998.89	Cummins EPA EP1 60 mo / 300K miles
Extended Warranty	\$ 2,677.00	MD7 De-Rate with Diff Lock
APU	\$ -	Allison 3000 RDS transmission
Premium Maint. Plan	\$ -	-
Subtotal	\$ 190,675.89	-
Disposal/Temp Tags	\$ 14.50	Anticipated Delivery March 2025
Tire Tax Credit	\$ -	-
Tag and Title	\$ 20.00	-
Miscellaneous	\$ -	-
County Surtax	\$ -	-
Total before Down Pmt	\$ 190,710.39	-
Down Payment	\$ -	-
Total Price ALL	\$ 190,710.39	-

I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement.

I further understand that the terms and conditions that follow are a true and integral part of this agreement.

Purchaser's Signature

Date

Accepted by Nextran Truck Centers

Date

This agreement shall not be binding on Nextran Truck Centers until accepted by the General Manager.

TERMS AND CONDITIONS

1. **Acceptance.** The purchaser identified on the first page hereof ("**Purchaser**") and Nextran Corporation, a Florida corporation d/b/a Nextran Truck Centers ("**Dealer**") hereby agree that these Terms and Conditions are incorporated into, and constitute an integral part of, the Sales Agreement governing Purchaser's purchase of motor vehicles from Dealer as more particularly described on the first page hereof.
2. **Purchaser's Payment of Charges.** Purchaser shall pay all charges arising out of or associated with this Agreement, whether correctly stated on page one of this Sales Agreement or otherwise, including without limitation all tag, license, tire, battery and lien fees, and all federal, state and local taxes. Purchaser shall pay all amounts required to pay off and satisfy in full all liens on Purchaser's trade-in vehicle(s), as may be required by any such lien holder, regardless of whether the lien holder has quoted the wrong amount, the payoff amount has changed since the date of any such quote, or Purchaser has failed to disclose all lien holders on such vehicle(s). If Purchaser chooses to pay any portion of the purchase price by using a bank or credit card, Purchaser shall pay all charges associated with the use of such card imposed on Dealer and shall promptly reimburse Dealer upon demand for any such costs arising after the consummation of any sale.
3. **Deposit.** Upon the execution of this Sales Agreement, Purchaser shall pay to Dealer a non-refundable deposit in the amount set forth on the first page of this Sales Agreement. If Dealer fails to deliver the motor vehicle(s) as contemplated herein, Purchaser's sole remedy against Dealer shall be a return of the deposit as liquidated damages in full settlement of any and all claims relating to this Sales Agreement, and Purchaser hereby waives any claims to the contrary. If Purchaser fails to pay the balance of the Selling Price, fails to take delivery of the motor vehicle for any reason or otherwise breaches its obligations under this Sales Agreement, Dealer shall be entitled to retain the entire deposit as liquidated damages in full settlement of any and all related claims. Purchaser and Dealer acknowledge that their actual damages arising out of any breach of this Sales Agreement would be difficult or impossible to calculate with specificity and that the foregoing treatment of the deposit constitutes mutually bargained liquidated damages and not a penalty.
4. **Commercially Reasonable Efforts.** Dealer shall use all commercially reasonable efforts to make prompt delivery of the motor vehicle(s) contemplated hereby. However, Purchaser acknowledges and agrees that time is not of the essence with respect to the transactions contemplated in this Sales Agreement.
5. **Warranties.** DEALER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE MANUFACTURER'S WARRANTY ON NEW MOTOR VEHICLES. ALL USED MOTOR VEHICLES ARE SOLD BY PURCHASER "AS IS, WITHOUT WARRANTY," EITHER EXPRESS OR IMPLIED. **DEALER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MOTOR VEHICLE(S) SOLD UNDER THIS SALES AGREEMENT, ALL OF WHICH PURCHASER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW.** Purchaser acknowledges that no person is authorized to make any representations or warranties to the contrary, whether oral or written. _____ (**Initials of Purchaser**)
6. **Limitation of Liability; Waiver of Claims.** Purchaser shall have the right to fully inspect the motor vehicles sold under this Sales Agreement at the time of delivery. Dealer shall not be liable for, and Purchaser's acceptance of such motor vehicle constitutes Purchaser's waiver of, any and all claims, causes of action, losses and damages arising out of Dealer's sale of the motor vehicle to Purchaser, including without limitation any and all actual, incidental or consequential damages arising out of: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications; e) modifications to the motor vehicle performed by others; and f) defects in design, materials or workmanship, in each case with respect to the motor vehicles purchased by Purchaser pursuant to this Sales Agreement.

Purchaser shall indemnify, defend and hold Dealer and its affiliated companies and their officers, agents, and employees harmless from and against all loss, liability and expense, including reasonable attorneys' fees, by reason of bodily injury including death, and property damage, sustained by any persons including but not limited to the officers, agents and employees of Purchaser, as a result of the maintenance, use, operation, servicing, transportation, defect in or failure of such motor vehicles, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Dealer, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence. Purchaser acknowledges that this waiver constitutes a material inducement for Dealer to consummate the transactions contemplated in this Sales Agreement and is subject to no exceptions.
7. **Modifications by Others.** Purchaser acknowledges that any requested modifications to the motor vehicles subject to this Sales Agreement to be performed by others are Purchaser's sole responsibility, and Purchaser shall pay Dealer for the cost of such modifications, regardless of whether Purchaser takes delivery of the vehicle. Dealer is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.
8. **Trade-in Allowance.** The trade-in allowance set forth on page one of this Sales Agreement is based upon an appraisal by Dealer of the trade-in described herein in its present mechanical condition and with the equipment and attachments described on Dealer's appraisal sheet. Such trade-in shall be subject to reappraisal at the time of delivery of the motor vehicle to be sold hereunder. Purchaser shall be liable for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments.
9. **Entire Agreement.** This Sales Agreement constitutes the complete and exclusive statement of the terms of the agreement between Purchaser and Dealer, concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether written or oral. No modification, course of conduct, amendment, supplement to or waiver of this Sales Agreement shall be binding unless made in writing and signed by both Purchaser and Dealer.
10. **Assignment.** This Sales Agreement may not be assigned by Purchaser without Dealer's prior written consent, and any attempted assignment by Purchaser shall be null and void. Subject to the foregoing, this Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. There are no third party beneficiaries of this Sales Agreement.
11. **Governing Law; Consent to Jurisdiction; Waiver of Right to Trial by Jury.** This Sales Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws principles thereof. Venue for any litigation, legal action or other proceedings arising out of or relating to this Sales Agreement shall lie solely in the courts of the State of Florida located in Dade County, Florida. Purchaser and Dealer (a) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Sales Agreement and (b) hereby waive any and all claims to the effect that any of such courts constitutes an inconvenient forum. The parties hereby irrevocably and unconditionally waive any right they may have to a trial by jury in any suit, action, proceeding, or counterclaim arising out of or relating to this SALES Agreement.
12. **Miscellaneous.** Risk of loss shall pass to the Purchaser upon delivery of the motor vehicle sold under this Sales Agreement. A facsimile of this Sales Agreement shall have the same legal effect as an original hereof. In the event of any litigation arising out of this Sales Agreement, the non-prevailing party shall reimburse the prevailing party for the reasonable attorneys' fees and other expenses incurred by the prevailing party in connection therewith.

By:

(Purchaser Signature)

VOLVO

FLORIDA SHERIFF'S ASSOCIATION BID SHEET

BID NUMBER: FSA23-VEH
 CUSTOMER: City of Pembroke Park
 ITEM NUMBER: 48
 DATE: 3/21/2024
 DESCRIPTION: MACK MD7
 BID NUMBER:

BASE PRICE:		\$	88,890
PUBLISHED OPTIONS:			
HP300	HP UPGRADE TO 300HP 660 LB-FT	\$	2,364
3000RDS	ALLISON 3000 RDS	\$	5,809
FUELSENSE	ALLISON FUELSENSE MAX ECONOMY	\$	224
BATTSWITCH	BATTERY DISCONNECT SWITCH	\$	90
DIFFLOCK	REAR AXLE FULL DIFF LOCK	\$	757
PTOPREP	PTO PREP KIT	\$	202
PASSBENCH	PASSENGER SIDE FIXED BENCH SEAT FOR 2 PASSENGERS	\$	168
ALUM	ALL ALUMINUM WHEEL UPGRADE	\$	777
5RXAIX	BACKUP ALARM	\$	113
W9EADX	BRIGHT PACKAGE (BUMPER/GRILLE/MIRROR)	\$	877
MIRROR UPGRADE	HEATED AND MOTORIZED MIRRORS BOTH SIDES	\$	398
UNPUBLISHED/OFF CONTRACT OPTIONS:			
Engine Warranty	Cummins EP1 EPA 60 months / 300K miles	\$	2,677
Freight	Inland Freight from Booneville, MS	\$	4,000
CHASSIS TOTAL:		\$	107,346.00
BODY:			
NewWay	Mamba 10yd3 Refuse Body	\$	83,364.39
TOTAL DELIVERED:		\$	190,710.39

SUBJECT TO MANUFACTURER SURCHARGES

AGENDA ITEM REPORT



To:

Subject: Town Hall Emergency Generator

Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Engineering design for the back up generator at Town Hall.

FINANCIAL IMPACT:

\$124,333.00

POLICY IMPLICATIONS:

The Town currently has a continuing services contract with Craven Thompson.

ATTACHMENTS:

[2352_001](#)

[2359_001](#)

[Craven Thompson](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Mar 21 2024
Jacobs Horowitz, Interim Town Attorney	Approved - Mar 21 2024
Christian Noel, Accounts Payable	Pending
Marlen Martell, Town Clerk	None

March 15, 2024

Mr. Tom Positano, CFM
Deputy Public Services Director
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

**RE: EMERGENCY GENERATOR TOWN HALL
CTA PROPOSAL NO. 2024-S04.050**

Dear Tom:

We are pleased to submit this proposal for Professional Consulting Services in connection with the Emergency Generator for Town Hall per the Technical Memorandum prepared by Calvin Giordano & Associates. The proposed work will include surveying, civil site, electrical and architectural design for a new emergency generator for Town Hall. CTA shall provide engineering services, in accordance with the Professional Services Agreement RFQ 22-03 dated March 29, 2022. Specifically, our proposed scope of services and fees are as follows:

CRANEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

EMERGENCY GENERATOR

I. SURVEYING SERVICES

- 1.1 Design and Topographic Survey (CTA Task No. 11020)
Prepare a Design and topographic survey of the rear area behind Town Hall. The Survey will meet current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as outlined in Chapter 5J-17 of the Florida Administrative Code. The design survey will locate aboveground visible improvements (i.e., buildings, pavement, slabs, fences, signs, trees and utility features), within the fifty (50') feet of the rear of the building. Elevations will be taken at regular intervals within the site and include the Finish Floor of the building, slabs, pavement, sidewalk, and bulkhead cap. All elevations will be relative to North American Vertical Datum of 1988 (NAVD88) and based on Florida Department of Transportation (FDOT), or National Geodetic Survey (NGS) Benchmarks.

Lump Sum.....\$7,500.00

Approximate time of completion: three - four (3-4) weeks, after receipt of Notice to Proceed (weather permitting).

II. ENGINEERING SERVICES: CIVIL, ELECTRICAL, ARCHITECTURAL SERVICES

- 2.1 Civil Site Engineering (CTA Task No. 31025)
Prepare miscellaneous site improvement plans for the proposed emergency generator including grading, pavement improvements, markings and signage and other site improvements. Task also includes meeting with Town and other agencies. Task includes one (1) electronic set of plans, technical specifications, probable cost estimates for 60%, 90%, 100% reviews and bid assistance.

Lump Sum.....\$15,660.00

3563 NW 53rd Street
Fort Lauderdale, FL 33309-6311
Phone: (954) 739-6400
Fax: (954) 739-6409

2.2 Electrical Engineering

(Provided by Quantum Electrical Engineering, Inc.)

- All coordination meetings and site visits with CTA Design Team, Florida Power & Light Co. (FPL), and Town of Pembroke Park.
- Includes any on-site investigations to verify/develop electrical as-built information for portions of the electrical distribution system impacted by this project.
- Includes a 30-day electrical load test at up to (2) locations within the existing electrical distribution system.
- Design demolition plans for the existing Town Hall electrical main switchboard, automatic transfer switch (ATS) and emergency generator system. Includes design of temporary power systems to maintain power during construction and for the transfer of all existing electrical feeders from existing main switchboard to new main switchboard.
- Design new emergency generator system for existing Town Hall Building. Includes design of new generator in weatherproof enclosure with subbase (diesel) fuel tank, conduit and conductor systems, plan layouts, electrical details, electrical calculations and oneline/riser diagrams.
- Design new main distribution switchboard and automatic transfer switch (ATS) for Town Hall Building. Includes electrical modifications to existing distribution system for the addition of a new electrical room, grounding plans, convenience lighting and power plans, conduit and conductor systems, plan layouts, electrical details, electrical calculations and one-line/riser diagrams.
- Design fire alarm modifications for the addition of new electrical room. Includes plan layouts, fire alarm details, fire alarm calculations and fire alarm riser diagrams.
- The electrical system design shall be based on National Electrical Code, Florida Building Code, Town Codes and NFPA Standards.

Lump Sum.....\$33,437.00

2.3 Architectural Services (Provided by PGAL)

Basic Services

1. Schematic Design
 - a. Preliminary code analysis to ensure proposed alterations maintain building code compliance with the 2023 Florida Building Code and ADA requirements.
 - b. Space plan layout of new electrical room and building systems concepts.
 - c. One Schematic Design Phase meetings is included.
 - d. Review with client. Revise as necessary for approval.
 - e. Any significant changes to the design or program changes after approval of Schematic Design would be considered additional services.
2. Design Development
 - a. Develop plans and sections.
 - b. Provide preliminary interior material selections, if required
 - c. One Design Development Phase meeting is included.

CRANEN-THOMPSON & ASSOCIATES INC.

3. Construction Documents
 - a. Life safety drawing, demolition drawings, floor plans, reflected ceiling plans, details, wall sections, building sections, schedules, and specifications.
 - b. Structural Engineering for new exterior electrical room/generator.
 - c. One Construction Document Phase meeting is included.
4. Permitting and Bidding
 - a. Signed and sealed drawings shall be provided to the Owner for the Building Permit Submittal
 - b. Respond to any questions/comments from jurisdictional agencies and Contractor(s).
 - c. Preparation of any addenda.

Lump Sum.....\$19,315.00

- 2.4 Prepare and Process On-site Engineering Permit Applications (CTA Task No. 31080)
 Prepare and process permit applications and supporting documents through appropriate state and local agencies including:

- Town of Pembroke Park
- Assist Contractor with Building Department Permit

BCEPGMD licenses for generator fuel containment, Building Permit and Broward County Environmental Review license to be obtained by Contractor.

Lump Sum.....\$9,560.00

III. CONSTRUCTION OBSERVATION SERVICES

- 3.1 Civil - Limited Construction Observation Services (CTA Task No. 31120)
 Attend pre-construction meeting with the Contractor, review and approve shop drawings, provide responses to RFI's, attend progress meetings and perform general periodic site reviews as required to determine, in general, if the work is being performed in a manner that when completed it will be in accordance with the contract documents. Site visits are anticipated to be a total of three (3) per week for a total of (24) visits for the Project. Construction is estimated to last two (2) months, (8 weeks) for all disciplines. Review record drawings prepared by Contractor, attend final walkthrough with Contractor, review final punch list, and prepare Statement of Completion of construction documents. City of Pembroke Park will provide the majority of the inspections and reports necessary for certification.

Construction services include: shop drawing reviews & approvals, RFI - Responses, four (4) periodic site visits during construction, review of electrical pay requests, one (1) Start-up / Testing and one (1) Final Inspection.

Hourly, Not-to-Exceed.....\$23,057.00

CRANEN THOMPSON & ASSOCIATES INC.

- 3.2 Electrical Limited Construction
(Provided by Quantum Electrical Engineering, Inc.)
- Includes attending an on-site pre-construction meeting.
 - Includes preparation of conformed documents.
 - Includes electrical shop drawings submittals reviews & approvals.
 - Includes (4) site observation visits.
 - Includes requests for information reviews & approvals.
 - Includes substantial, startup and final completion inspections.
 - Includes record drawings based on Contractor "Red Line Plan Mark-ups."

Hourly, Not-to-Exceed..... \$9,669.00

- 3.3 Architectural Construction Administration **(Provided by PGAL)**
- a. Attendance at one pre-construction meeting.
 - b. Review of contractor's shop drawings and information submittals pertaining to the architectural elements.
 - c. Respond to "Request for Information" (RFIs) from the contractor.
 - d. Provide Punch List

Hourly, Not-to-Exceed..... \$5,135.00

IV. REIMBURSABLE EXPENSES

- 4.1 Reimbursable Expenses (CTA Task No. XPEN)
Reimbursable expenses shall include printing, mylars, copying, postage, photographic services, Federal Express and courier services.

Budget, Estimate..... \$1,000.00

FEE SUMMARY - EMERGENCY GENERATOR

I.	SURVEYING SERVICES	\$7,500.00
II.	ENGINEERING SERVICES-CIVIL- ELECTRICAL - ARCHITECTURAL SERVICES.....	\$77,972.00
III.	CONSTRUCTION OBSERVATION SERVICES	\$37,861.00
IV.	REIMBURSABLE EXPENSES	\$1,000.00
	GRAND TOTAL	\$124,333.00

PROJECT SCHEDULE

Authorization to Proceed to Bid Advertisement 6 Months

~~CRAIG~~ THOMPSON & ASSOCIATES INC.

SERVICES NOT INCLUDED

Additional services will be performed as authorized in writing by the Client.
Additional services include but are not limited to the following:

1. Environmental Permitting or Consulting Services.
2. Water and Storm Drainage Improvements/Calculations.
3. Exterior Improvements
4. Site Planning.
5. Landscape Architectural and Tree Removal permitting Services.
6. Geotechnical Testing (shall be provided by client if required).
7. Utility locates and test holes (shall be provided by client if required).
8. Permit Fees
9. Material testing.
10. Services required by additional governmental regulations which might be put into effect after the date of this agreement.
11. Any additional services requested by Client.

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein.

The above will be subject to the terms and conditions as specified in the Contract Documents. If the proposed work and fees contained herein are agreeable with you, please provide a Purchase Order and a Notice to Proceed.

Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



PATRICK J. GIBNEY, P.E.
Vice President, Engineering

PJG/tg

CRAVEN THOMPSON & ASSOCIATES INC.

Tom Positano

From: Stephanie Woodbury
Sent: Wednesday, October 11, 2023 3:27 PM
To: Tom Positano
Subject: FW: Projects Update Meeting Request



Stephanie Woodbury
Executive Assistant to the Public Services Director, Town of Pembroke Park
954-966-4600 ext. 238 | swoodbury@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: Jenna Martinetti <JMartinetti@cgasolutions.com>
Sent: Wednesday, July 26, 2023 5:48 PM
To: JC Jimenez <jcjimenez@tppfl.gov>; Aleem Ghany <aghany@tppfl.gov>
Cc: Jorge Cervantes <jcervantes@cgasolutions.com>; Stephanie Woodbury <swoodbury@tppfl.gov>
Subject: Projects Update Meeting Request

Hi JC and Aleem,

I am writing to let you know that Jorge will be transitioning to a different role within our parent company (Safebuilt) and will no longer be taking on electrical engineering design projects for CGA.

Unfortunately, he is our only *design* electrical engineer which now poses a problem with the Generator, AC and IT room projects.

I would like to request a meeting to discuss this with you.

Please let me know your availability for Friday afternoon or next week as I know you are ready to move forward with these projects.

Thank you!

Jenna Martinetti, PE
Director of Engineering



" /> Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.766.2796 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

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.



AGREEMENT

Between

Town of Pembroke Park

and

Craven Thompson & Associates, Inc

for

CIVIL ENGINEERING CONSULTANT SERVICES

RFQ22-03 Date - Tuesday, March 29, 2022

A-1

AGREEMENT

THIS IS AN AGREEMENT made and entered into this _____ day of _____ 2022
by and between:

TOWN OF PEMBROKE PARK, a municipal
Corporation of the State of Florida, (hereinafter
referred to as "TOWN")

and

Craven Thompson & Associates, Inc., a Corporation
authorized to do business in the State of Florida,
(hereinafter referred to as "CONSULTANT").

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida at its meeting of
May 15th, 2022 authorized by motion the execution of this Agreement between
CONSULTANT and TOWN authorizing the performance of services in connection with a
continuing contract for Civil Engineering Consultant Services; and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project
for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions
contained herein, the parties hereto, do agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which
follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and
are therefore agreed upon by the parties.

- 2.1. **AGREEMENT:** Means this document between the TOWN and CONSULTANT
dated May 31st, 2022 and any duly authorized and executed Amendments to Agreement.
- 2.2. **CERTIFICATE FOR PAYMENT:** A statement by CONSULTANT based on observations at the site and
on review of documentation submitted by the Contractor that by its issuance recommends that
TOWN pay identified amounts to the Contractor for services performed by the Contractor at the
Project.

- 2.3. **CHANGE ORDER:** A written order to the Contractor, addressing modifications to the Contract Documents, and establishing the basis of payment and contract time adjustment, if any, for the work affected by such modifications. The CONSULTANT may review and make recommendations to the TOWN on any proposed Change Orders, for approval or other appropriate action by the TOWN.
- 2.4. **TOWN:** The Town of Pembroke Park, a municipal corporation of the State of Florida.
- 2.5. **COMMISSION:** The Town Commission of the Town of Pembroke Park, Florida, which is the governing body of the TOWN government.
- 2.6. **CONSTRUCTION COST:** The total construction cost to TOWN of all elements of the Project designed or specified by the CONSULTANT.
- 2.7. **CONSTRUCTION COST LIMIT:** A maximum construction cost limit established by the TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 2.8. **CONSTRUCTION DOCUMENTS:** Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship, and other requirements for construction of the entire Project, including any bidding information.
- 2.9. **CONSULTANT:** Craven Thompson & Associates, Inc., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 2.10. **CONTRACT ADMINISTRATOR:** The Town Engineer / Public Services Director of the Town of Pembroke Park, or designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 2.11. **CONTRACTOR:** One or more individuals, firms, corporations, or other entities identified as such by a written agreement with TOWN ("Contract for Construction") to perform the construction services required to complete the Project.
- 2.12. **ERROR:** A mistake in design, plans and/or specifications where the error was constructed or was under construction and required retrofitting, replacement and/or additional cost action to correct the error. Also includes mistakes in design, plans, specifications and/or shop drawings review that led to materials and/or equipment being ordered and/or delivered where additional cost are incurred.
- 2.13. **FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS:** A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 2.14. **NOTICE TO PROCEED:** A written Notice to Proceed with the Project issued by the Contract Administrator.
- 2.15. **OMISSION:** A scope of work missed by the CONSULTANT, including a quantity miscalculation, which was later discovered and added by Change Order. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

- 2.16. **ORIGINAL CONTRACT PRICE:** The original bid and/or contract price as awarded to a CONTRACTOR based upon the CONSULTANT'S final detailed Construction Documents of the Project.
- 2.17. **PLANS AND SPECIFICATIONS:** The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.
- 2.18. **PRELIMINARY PLANS:** The documents prepared by the CONSULTANT consisting of preliminary design drawings, renderings, and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 2.19. **PROJECT:** An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the TOWN 's discretion.
- 2.20. **RESIDENT PROJECT REPRESENTATIVE:** Individuals or entities selected, employed, compensated by, and directed to perform services on behalf of TOWN, in monitoring the Construction Phase of the Project to completion.
- 2.21. **TASK ORDER:** A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of the TOWN.
- 2.22. **TIME OF COMPLETION:** Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

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

- 2.1. Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

- 3.1. The CONSULTANT shall perform the following professional services: Engineering Consultant Services, more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2. TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the TOWN in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

- 4.1. Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.2. CONSULTANT shall include TOWN's specific Task Order number as part of the heading on all correspondence, invoices, and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
TASK ORDERS

- 5.1. The Project will be divided into "Tasks."

A-5

- 5.2. Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement (and applicable TOWN purchasing code requirements).
- 5.3. Under all Task Orders and Projects, TOWN may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the TOWN, the following items:
- 5.3.1. Providing additional copies of reports, contract drawings and documents; and
- 5.3.2. Assisting TOWN with litigation support services arising from the planning, development, or construction.
- 5.4. Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the TOWN. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.5. If, in the opinion of the TOWN, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the TOWN shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the TOWN shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the TOWN, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the TOWN may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The TOWN may then decide, after Town Commission approval, to issue a new Task Order for the uncompleted work to another Consultant using the remaining funds. Any excess costs arising there from over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6

TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1. The initial term of this Agreement shall be for three (3) years from the date of this Agreement. The TOWN shall have the option to renew this Agreement for two (2) successive one (1) year terms under the same terms, conditions, and compensation as set forth herein.
- 6.2. CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

- 6.3. Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed (NTP). CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.
- 6.4. In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform TOWN of all facts and details related to the delay.
- 6.5. The time for the performance of services described in assigned Task Orders shall be negotiated by the TOWN and the CONSULTANT as the services are requested and authorized by the TOWN.

ARTICLE 7 COMPENSATION AND METHOD OF PAYMENT

7.1. AMOUNT AND METHOD OF COMPENSATION

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1. Not To Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

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7.2. REIMBURSABLES EXPENSES

- 7.2.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost.

Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order.

Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and Sub-Consultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and Sub-Consultants various offices are not reimbursable under this Agreement.

Reimbursables shall include only the following listed expenses, unless authorized in writing by the Contract Administrator:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN, and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval, or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.
 - B. Identifiable testing costs approved by Contract Administrator.
 - C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
 - D. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).
- 7.2.2. Reimbursable Sub-Consultant expenses are limited to the items described above when the Sub-Consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.
- 7.2.3. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon and describes the maximum extent of TOWN's

obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If TOWN or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

7.3. METHOD OF BILLING

7.3.1. Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number monthly in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursables. The statement shall show a summary of salary costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and Sub-Consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category, Reimbursables by category, and Sub-Consultant fees on a task basis, so that total hours and costs by task may be determined.

7.4. METHOD OF PAYMENT

- 7.4.1. TOWN shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.
- 7.4.2. TOWN will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, TOWN will inform CONSULTANT within ten (10) working days by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to TOWN.

ARTICLE 8
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 8.1. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.
- 8.2. TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 7.
- 8.3. In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Director's decision shall be final and binding on the parties. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

- 9.1. The CONSULTANT, following the TOWN's approval of the Construction Documents and of the Final Statement of Construction Cost, shall, when so directed and authorized by the TOWN, assist the TOWN in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the TOWN and shall make a recommendation for any award based on TOWN 's Purchasing Ordinance.
- 9.2. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the TOWN, shall meet with the TOWN's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the TOWN's direction, redesign each Project and/or work with the TOWN to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the TOWN. If negotiations between the TOWN and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices

or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the TOWN after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

- 9.3. CONSULTANT shall provide TOWN with a list of recommended, prospective proposers for each project CONSULTANT prepares construction documents for TOWN.
- 9.4. CONSULTANT shall attend all pre-proposal conferences held in conjunction with projects for which it has prepared construction documents.
- 9.5. The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.6. If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the TOWN, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the TOWN.
- 9.7. The TOWN shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.8. The TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering errors or omissions.
 - 9.8.1. It is specifically agreed that any change to the work identified as an error on the part of the CONSULTANT shall be considered for purposes of this agreement to be an additional cost to the TOWN which would not be incurred without the error.
 - 9.8.2. It is further specifically agreed for purposes of this agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an omission shall be considered an additional cost to the TOWN which would not be incurred without the omission. So long as the total of those two numbers (Change Order costs of errors plus fifteen percent (15%) of omissions) remains less than one and one-half percent (1½%) of the total Construction Cost of the Project, the TOWN shall not look to the CONSULTANT for reimbursement for errors and omissions.

- 9.8.3. Should the sum of the two as defined above (cost of errors plus fifteen percent (15%) of the cost of omissions) exceed one and one-half percent (1½%) of the Construction Cost, the TOWN shall recover the full and total additional cost to the TOWN as a result of CONSULTANT errors and omissions from the CONSULTANT, that being defined as the cost of errors plus fifteen percent (15%) of the cost of omissions.
- 9.8.4. To obtain such recovery, the TOWN shall deduct from the CONSULTANT's fee enough to recover all such additional cost to the TOWN.
- 9.8.5. In executing this Agreement, the CONSULTANT specifically agrees to the reasonableness of these calculations and to the TOWN's right to recover same as stated above. The recovery of additional costs to the TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the TOWN may otherwise incur.
- 9.8.6. The Contract Administrator's decision as to whether a Change Order is caused by an error or caused by an omission shall be final and binding.

ARTICLE 10 TOWN'S RESPONSIBILITIES

- 10.1. TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 10.2. TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 10.3. TOWN shall review the itemized deliverables/documents identified per Task Order.
- 10.4. TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 11
MISCELLANEOUS

11.1. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates, and Consultants, pursuant to this Agreement shall be owned by the TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys, and other data prepared in connection with this Agreement are and shall remain the property of the TOWN whether the Project for which they are made is executed or not and are subject to reuse by the TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the TOWN and the CONSULTANT. This shall not limit the TOWN's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2. TERMINATION

11.2.1. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time by giving the CONSULTANT notice by telephone, or personally to one of the officers of the CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of the CONSULTANT. If the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. If the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN within five (5) days of TOWN's request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the TOWN of its obligations under this Agreement such as unreasonable delay in payment or non-payment of undisputed amounts.

11.2.2. This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate under the circumstances in the event TOWN or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3. Notice of termination shall be provided in accordance with Section 11.28, NOTICES, except that Contract Administrator may provide a prior verbal stop work order as provided in Section 11.2.1 if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.28, NOTICES.

11.2.4. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the TOWN. Upon being notified of TOWN's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment for services which have not been performed.

11.3. AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

11.4. PUBLIC RECORDS

To the extent CONSULTANT is acting on behalf of TOWN as stated in Section 119.0701, Florida Statutes, CONSULTANT shall:

- a. Keep and maintain public records required by TOWN to perform the services under this Agreement;

- b. Upon request from TOWN, provide TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to TOWN; and
- d. Upon completion of this Agreement, transfer to TOWN, at no cost, all public records in possession of CONSULTANT upon termination of this Agreement or keep and maintain public records required by TOWN to perform the services. If CONSULTANT keeps and maintains public records upon completion of this Agreement, TOWN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TOWN upon request in a format that is compatible with the information technology systems of TOWN.

The failure of CONSULTANT to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling TOWN to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to TOWN, who will be responsible for responding to any such public records requests. CONSULTANT will provide any requested records to TOWN to enable TOWN to respond to the public records request.

Any material submitted to TOWN that CONSULTANT contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT - TRADE SECRET." In addition, CONSULTANT must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to TOWN for records designated by CONSULTANT as Trade Secret Materials, TOWN shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CONSULTANT. CONSULTANT shall indemnify and defend TOWN and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure or any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT (954) 966-4600, townclerk@tppfl.gov, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

11.5. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.6. MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the TOWN encourage MBE/WBE participation. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

11.7. PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, Consultant or other provider and who has been placed on the convicted vendor list following a conviction for a "public entity crime", as defined by Section 287.133, Florida

Statutes, may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, Sub-Consultant, or Consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from TOWN's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.8. SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of \$1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of \$1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

11.9. SUB-CONSULTANTS

11.9.1. CONSULTANT may subcontract certain items of work to Sub-Consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the

proposed Sub-Consultant, including Subconsultant's scope of work and fees, for review and approval by the TOWN prior to Subconsultants proceeding with any work.

- 11.9.2. CONSULTANT shall utilize the Sub-Consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of Sub-Consultants submitted by CONSULTANT.

The list of Sub-Consultants submitted is as follows:

(or attach as an exhibit if more appropriate)

11.10. ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.9.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of TOWN shall meet or exceed all professional standards of the State of Florida.

11.11. INDEMNIFICATION OF TOWN

- 11.11.1. CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of the duties under this Agreement. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and Town Attorney, any sums due to the CONSULTANT under this Agreement may be retained by TOWN until all of TOWN's claims

for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

11.11.2. It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights, and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

11.11.3. The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

11.12. INSURANCE

11.12.1 CONSULTANT shall provide and shall require all of its Sub-Consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect TOWN and the Town Commission by naming TOWN and the Town Commission as additional insureds under the Comprehensive Liability Insurance policy hereinafter described.

- A. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of the CONSULTANT's employees.
- B. Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and Town's Risk Manager. Sub-Consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the Contract Administrator and Town's Risk Manager on a Task Order by Task Order basis.
- C. The CONSULTANT shall provide the Risk Manager of the TOWN an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the TOWN shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the TOWN, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies

provided under Article 11 shall not be affected by any other policy of insurance, which the TOWN may carry in its own name.

- D. CONSULTANT shall as a condition precedent of this Agreement, furnish to the Town of Pembroke Park, c/o Town Clerk's Office, 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.12.2 COMMERCIAL GENERAL LIABILITY

A. Limits of Liability

Bodily Injury and Property

Combined Single Limit

Each Occurrence \$1,000,000

General Aggregate Limit \$2,000,000

Personal Injury \$1,000,000

Products/Completed Operations \$1,000,000

B. Endorsements Required

Town of Pembroke Park included as an Additional Insured

Employees included as insured

Broad Form Contractual Liability Waiver of Subrogation

Premises/ Operations

Products/Completed Operations

Independent Contractors

11.12.3 AUTOMOBILE BUSINESS

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$1,000,000

B. Endorsements Required

Town of Pembroke Park included as an Additional Insured

Employees included as insured

Waiver of Subrogation

11.12.4 WORKERS' COMPENSATION

Limits of Liability

Statutory State of Florida

11.12.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Deductible	not to exceed 10%

11.12.6 The Town is required to be named as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable and shall be considered a breach of contract.

11.12.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

NOTE: TOWN PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the TOWN at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the TOWN shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the TOWN.
- B. The TOWN may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.13. REPRESENTATIVE OF TOWN AND CONSULTANT

11.13.1. The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.13.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.14. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.15. CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.16. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.17. THIRD PARTY BENEFICIARIES

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

11.18. CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize Sub-Consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such Sub-Consultants, by written contract, from having any conflicts as within the meaning of this Section.

11.19. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision the Town Commission shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

11.20. WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.21. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.22. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 to 11 of this Agreement shall prevail and be given effect.

11.25. APPLICABLE LAW AND VENUE

This Agreement shall be construed with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, and in the event of federal jurisdiction, in the Southern District of Florida.

11.26. EXHIBITS

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

11.27. THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.28. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

TOWN: Public Services Director
 Town of Pembroke Park
 3150 S.W. 52nd Avenue
 Pembroke Park, FL 33023
 Telephone: (954) 966-4600

With a copy to: Town Manager
 Town of Pembroke Park
 3150 S.W. 52nd Avenue
 Pembroke Park, FL 33023

CONSULTANT: Craven Thompson & Associates, Inc.
 3563 NW 53rd Street
 Fort Lauderdale, Florida 33309
 Telephone: (954) 739-6409

11.29. ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.30. PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use, and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.31. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by

which the TOWN determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

11.32. EVALUATION

The TOWN maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the TOWN and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.33. STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the Town of Pembroke Park, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

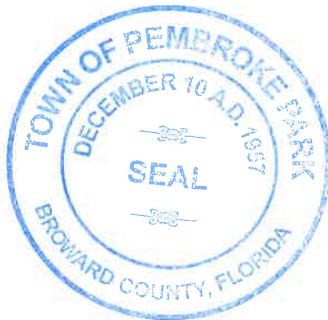
AGREEMENT

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

WITNESSES:

Susan Reutlinger
Arian Reutlinger
(Witness print name)
Stephanie Woodbury
Stephanie Woodbury
(Witness print name)

(CORPORATE SEAL)



TOWN

TOWN OF PEMBROKE PARK

By *[Signature]*
GEOFFREY JACOBS, Mayor

By *[Signature]*
J.C. JIMENEZ, Town Manager

ATTEST:

[Signature]
MARLEN D. MARTELL, Town Clerk

Approved as to form:

[Signature]
MELISSA P. ANDERSON,
Town Attorney

CONSULTANT

WITNESSES:

Craven Thompson & Associates, Inc.

Tammy Taylor

Tammy Taylor

(Witness print name)

By [Signature]

Name: Patrick Gibney

Title: Vice President

Jennifer MacDonald

Jennifer MacDonald

(Witness print name)

ATTEST:

By [Signature]

(CORPORATE SEAL)



STATE OF FLORIDA COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 14th day of June, 2022, by PATRICK J. GIBNEY and ALEX McDONALD respectively, of CRAVEN THOMPSON + ASSOC.

They are ☒ personally known to me or ☐ have produced _____ as identification.

(SEAL)



Patricia A. Gilbert
Notary Public, State of
(Signature of Notary Taking Acknowledgment)

PATRICIA A. GILBERT
Name of Notary Typed, Printed or Stamped

3/23/2026
My Commission Expires

HH201434
Commission Number

A-28

AGENDA ITEM REPORT



To:

Subject: History of Superfund Site

Meeting: 03 27 2024 DRAFT WORKSHOP COMMISSION MEETING - Mar 27 2024

Department: Administrative

Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Attached

ATTACHMENTS:

[SRS February 1 2017 - Workshop Meeting Minutes](#)

[SRS 5-5-10 Workshop \(002\)](#)

[SFS June 28 2016 - Special Commission Meeting Minutes](#)

[SFS July 11 2016 - Special Commission Meeting Minutes 530 \(002\)](#)

[SFS Resolution # 97-03-10](#)

[SFS 12_09_1998 - Packets - Regular Meeting 7.00 PM](#)

[SFS WORK DEC 2005 Minutes](#)

[SFS Resolution # 16-07-03](#)

[SFS 02_01_2017 - Meeting Minutes - Workshop](#)

WORKSHOP COMMISSION MEETING OF THE TOWN OF PEMBROKE PARK

WEDNESDAY, FEBRUARY 1, 2017 - 03:00 P.M.
AMENDED AGENDA

CALL TO ORDER – 03:11 P.M.
PLEDGE OF ALLEGIANCE
ROLL CALL

PRESENT:	MAYOR:	ASHIRA MOHAMMED
	VICE MAYOR:	HOWARD P. CLARK, JR.
	CLERK-COMMISSIONER:	ANNETTE M. WEXLER
	COMMISSIONER:	GEORGINA COHEN
	COMMISSIONER:	EMMA J. SHOAFF
	TOWN MANAGER:	ROBERT A. LEVY
	TOWN ATTORNEY:	CHRISTOPHER J. RYAN
	ASSISTANT TOWN MANAGER/ PARK MANAGER:	THOMAS WILDE
	ASSISTANT TOWN MANAGER/ DEPUTY TOWN CLERK:	NATASHA JOSEPH
	DIRECTOR OF PUBLIC WORKS:	TODD LARSON
	TOWN ENGINEER:	PETER KUNEN
	CONSULTANT PLANNER:	MICHAEL MILLER
	B.S.O. LIAISON:	DANZELL BROOKS
	FIRE DEPARTMENT LIAISON:	MICHAEL KANE
	FINANCE & BUDGET DIRECTOR:	GEORGINA RODRIGUEZ
	CODE ENFORCEMENT OFFICER:	JEFFREY LOUIS
	INTERIM BUILDING OFFICIAL:	ALAN CORRIVEAU
	CLERK ASSISTANT:	TIFFANY COLQUITT

24. DISCUSSION: Transfer of Previously Approved Special Exception – Contractor Shop C-1 Heavy Commercial Zoning District – Consultant Town Planner Miller

Mr. Miller stated this is part of the previous approval granted in 2011 for a roofing contractor known as Yo Roofing. Mr. Miller stated the business is located between 56th Avenue and Dale Village. Mr. Miller stated the Town created a special zoning district for this area in 2003, known as the C-1 District. Mr. Miller provided a brief history regarding the annexation of this land from Broward County. Mr. Miller stated Yo Roofing was the first site to re-develop according to the new zoning regulations and uses.

Mr. Miller stated Yo Roofing added a buffer wall on the north side, painted the building, updated the parking spaces and landscaping, etc. Mr. Miller stated the business has now closed and the site has been sold to another contractor known as ENCO, LLC. Mr. Miller provided a summary of the business type and history based off of the information provided. Mr. Miller provided a summary of the Resolution adopted for Yo Roofing. Mr. Miller stated Staff has vetted the operation. Mr. Miller provided a summary of the business operations that are to be conducted at this location.

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Mr. Miller stated ENCO has a larger storage yard in Pompano, Florida, where most of the heavy equipment will be stored. Mr. Miller stated the use will fit within the building and the new owners have agreed to repair the landscaping issues and more. Mr. Miller stated Staff is supportive of the approval subject to the revisions in the conditions. Mr. Wilson Sanchez, one of the owners of ENCO, LLC, provided a brief summary on the general contracting company that also perform minor engineering and design work.

Mr. Sanchez stated the intent is to utilize this site as an office space with storage for small hand tools and employee parking in the back of the building. Mr. Sanchez stated the building will be occupied by three civil engineers. Mr. Sanchez stated plans for painting the building according to the Town's color pallet, bring the landscaping up to code standards, and continue to operate in the building as the previous owners did. In response to questioning by Vice Mayor Clark, Mr. Sanchez affirmed the operation of the business would be quiet because the employees go directly to the site. In response to questioning by Commissioner Cohen, Mr. Sanchez stated the office hours are from 7:30 A.M. - 4:00 P.M. or 8:00 A.M. to 5:00 P.M.

In response to questioning by Clerk-Commissioner Wexler, Mr. Miller affirmed the new conditions had been included and will be required. Mr. Miller provided a summary of the Staff recommendation summary listed in the report. In response to questioning by Clerk-Commissioner Wexler, Mr. Miller stated there is supposed to be a hedge row along the buffer wall on the north side and a couple of trees. The discussion continued.

In response to questioning by Clerk-Commissioner Wexler, Mr. Miller affirmed the other conditions are stated in the new agreement. Mr. Miller stated the conditions will be included in the Resolution by Attorney Ryan next week. Mr. Miller announced this item will be placed on next week's agenda for Commission approval at 7:00 P.M.

22. DISCUSSION: Update EBA Comprehensive Plan – Vice Mayor Clark / Consultant Town Planner Miller

Mr. Miller provided a brief update regarding the Comprehensive Plan submission to the different State Review Agencies. Mr. Miller stated a letter was received with comments listed from the following agencies: the Department of Economic Opportunity (DEO), the Florida Department of Transportation (F.D.O.T.), etc. Mr. Miller provided a summary of the comments and steps needed to correct the issues discussed in the comments. Mr. Miller stated Staff would like to bring this item before the Commission in March for adoption. Mr. Miller stated once the plan is adopted, Staff will transmit the plan to the State for compliance, which would make the document an affective law of the Town.

Vice Mayor Clark stated this item also ties into annexation by laying out the foundation for the type of Town we have. Vice Mayor Clark provided a summary of how the plan outlines major components of the Town's way of living. Vice Mayor Clark directed the Town Clerk to add this item to the March agenda. In response to questioning by Mayor Mohammed, Mr. Miller stated Staff only has to address the F.D.O.T. comments. In response to questioning by Vice Mayor Clark, Mr. Miller stated there is a deadline on this item and advertisement is needed. The discussion continued.

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PUBLIC COMMENTS

Mr. Harvey Shoaff announced the Shoaff Family, residents and business owners in the Town since 1918, have elected to sell their business to another company in the Town. Mr. Shoaff stated the family will remain residents of the Town, but no longer business owners. The discussion continued. Mr. Shoaff stated the Mobile Home Industry was and still remains a very important industry in the Town. Mr. Shoaff asked the Commission to continue to support the Mobile Home Industry. Vice Mayor Clark asked Mr. Shoaff for copies of photos of the old casino that was located in his family community. The discussion continued.

23. DISCUSSION: Update on Request to Convey S.W. 40th Avenue Right-of-Way – Consultant Town Planner Miller

In response to questioning by Mayor Mohammed, Mr. Miller provided an update relating to the Checkers Restaurant Site Plan approved by the Commission. Mr. Miller provided a summary of the driveway cut issues that have come about with Broward County regarding 40th Avenue. Mr. Miller stated there will probably be a minor site plan amendment. Mr. Miller stated the site will be allowed some access to 40th Avenue, but not what the Town approved. Mr. Miller stated Staff is waiting for Broward County's respond to the owners. The discussion continued.

25. DISCUSSION: Proposed Ordinance Re-Establishing a Temporary Moratorium on the Submittal, Processing, and Issuance of Local Business Tax Receipts and/or Use Approval for Marijuana Dispensing Organizations / Medical Marijuana Treatment Centers, for a Period of 180 Days from the Date of Adoption – Consultant Town Planner Miller

Mr. Miller stated this is a general discussion on the subject of Medical Marijuana in the State of Florida. Mr. Miller stated over the last few years residents of the State voted to allow Medical Marijuana Use under certain situations. Mr. Miller stated regulatory writer in Tallahassee are currently revising the regulations to address the issues approved in the November elections. Mr. Miller stated there will be a number of dispensaries and doctors allowed to prescribe the medication throughout the State. Mr. Miller provided a summary of the regulation drafted by Staff and the temporary Moratorium adopted by the Commission previously.

Mr. Miller stated Staff has re-drafted the regulation, but is currently waiting to see what regulations the State will draft. Mr. Miller stated a lot of cities are adopting temporary six month Moratoriums in order to allow the State time to complete the regulations, and then allow the cities to adopt their own zoning regulation. Mr. Miller suggested the Commission move forward with the adoption of a new temporary Moratorium for a six month period. Mayor Mohammed added this item to the agenda for next week.

27. DISCUSSION: Personnel Policy and Procedures Manual – Vice Mayor Clark / Asst. Town Manager / Deputy Town Clerk Joseph

FEBRUARY 1, 2017

Vice Mayor Clark stated Staff is working on bringing the Personnel Policy and Procedure Manual up to date. Vice Mayor Clark stated the Finance Director has been asked to provide salaries for comparisons. Vice Mayor Clark suggested Mr. Miller provided the comparisons with other municipalities. Mr. Miller agreed to assist with the research.

3. DISCUSSION: Public Safety – Clerk-Commissioner Wexler / Captain Brooks

Chief Brooks provided a brief explanation of the gun locks distributed to the Commissioner and Town Staff. Chief Brooks stated the Law Enforcement Trust Fund (L.E.T.F.) request submitted by the Town on last month has been approved. Chief Brooks provided a summary of the approval (Item 26). Chief Brooks stated the Explorers are scheduled to attend the Blood Drive on February 18, 2017 from 7:30 A.M. to 2:00 P.M. Chief Brooks provided an update on the request received from the Assistant Town Manager to assist the Fire Department with the writing of a Notice to Appear (N.T.A.) for A & B Recycling.

Chief Brooks provided an update on the complaint received from Bamboo Mobile Home Park (M.H.P.) regarding someone loitering around the office areas at night. Chief Brooks provided information regarding the purchase of a message board for the Town. Chief Brooks introduced Major Angelo Cedenio. Chief Brooks stated Major Holmes has been reassigned to the Central District, and Major Cedenio will be taking Major Holmes' place in the South District. Major Cedenio provided a brief history about patrolling this area 23 years ago.

Major Cedenio provided a brief summary of his experience as an officer/deputy. Major Cedenio informed the Town that Captain Brooks would be leaving the district shortly and a replacement would have to be selected for consideration by the Broward Sheriff's Office (B.S.O.). Mayor Mohammed welcomed Major Cedenio. Mayor Mohammed stated the Town is hopeful that S.O. Coker could fill the replacement position. The discussion continued. Mayor Cedenio listed the municipalities that make up the South Broward District: Fort Lauderdale Air Port, Weston, Pembroke Park, etc.

Chief Brooks stated his Law Enforcement Career was started almost 34 years ago; 30 years in the City of Hollywood and four year with B.S.O. in District One. Chief Brooks provided a summary of all of the positions and agencies he has held over this 34 year career including: F.B.I. Taskforces, Secret Service Taskforces, D.E.A. Taskforces, etc. Chief Brooks stated the last four years have renewed faith in Community Initiatives. Chief Brooks provided a summary of some of the programs and events that have been established over the past four years here in District One; the Explorer Program, the Oasis Programs, the Study Buddy Program, etc. Chief Brooks thanked the Town for this opportunity to serve the residents of Pembroke Park. Mayor Mohammed thanked Chief Brooks for all of the hard work and assistance provided to the Town.

26. DISCUSSION: Security at Town Hall – Mayor Mohammed

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Mayor Mohammed reminded everyone that Chief Brooks stated the L.E.F.T. funding has been approved. In response to questioning by Mayor Mohammed, Mr. Larson stated as soon as the contracts are signed Staff will move forward.

4. DISCUSSION: Fire Safety – Clerk-Commissioner Wexler / Captain Kane

Chief Kane announced an Educating Students and Parents Night (E.S.P.N.) event at Lake Forrest Elementary School on February 16, 2017 from 5:30 P.M. to 7:30 P.M. Chief Kane provided a brief summary of the scheduling conflicts that have occurred in regards to the Fire Employee of the Month. Chief Kane invited the Commission/Staff to attend the Employee of the Month Celebration that will be held at Fire Station 27 on February 28, 2017 at 9:00 A.M. Chief Kane stated coincidentally the Town will be discussing the fire contract later this evening and so will the City of West Park.

Chief Kane stated the Fire Department strongly supports and represents the Town of Pembroke Park. Chief Kane stated hopes of solidifying a contract over the next few weeks between each city. Chief Kane stated the Town has the support of the Fire Department, the Sheriff, the members of Fire Station 27, and himself. Chief Kane provided a summary of the services provided to the Town and stated hopes of continuing to serve the residents of the Town.

In response to questioning by Mayor Mohammed, Chief Kane stated the item listed on the West Park agenda was for the discussion of the contract for Fire/Rescue Services.

1. DISCUSSION: Bills Over \$500 – Finance & Budget Director Rodriguez

Mayor Mohammed stated everyone has a copy of the report and anyone with questions, could ask the Finance Director.

2. DISCUSSION: Budget – Vice Mayor Clark / Finance & Budget Director Rodriguez

Vice Mayor Clark stated there is a slight change. Vice Mayor Clark reminded everyone of the discussion held last month regarding the spending of money. Vice Mayor Clark stated the “Irwin Lehman Rule” says if the costs are not in the budget, the money is not spent and if the money is not found, the money is not spent. Vice Mayor Clark stated Ms. Rodriguez has designed a model in order to keep track of the spending. The discussion continued.

Vice Mayor Clark informed the Commission that Ms. Rodriguez would be providing updates. Vice Mayor Clark stated the Directors will report any expenditures that may be over budget to Ms. Rodriguez. Vice Mayor Clark provided a summary of the plans to possibly put a minimum of \$100,000.00 back into the reserves. Ms. Rodriguez stated a “Budget Performance Report” has been placed in the Commissioners’ inboxes. Ms. Rodriguez stated the traffic detail is the only item to report (Page 5 – Traffic Enforcement).

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In response to questioning by Clerk-Commissioner Wexler, Ms. Rodriguez clarified the amount is for the traffic detail. In response to questioning by Clerk-Commissioner Wexler, Dr. Levy stated no knowledge of why the costs were over budget. Dr. Levy provided a summary of the reasons for the detail over by Progressive and A & B Recycling. In response to questioning by Dr. Levy, a discussion regarding the necessity of the two details continued. Vice Mayor Clark suggested Staff suspends the garbage detail. The discussion continued.

Mr. Wilde provided an explanation of the two B.S.O. details. In response to questioning by Clerk-Commissioner Wexler, Mr. Wilde stated the Town wide detail is five times a week and the S.W. 31st Avenue detail is three times a week. The discussion continued. In response to questioning by Mayor Mohammed, Mr. Louis stated the Code Department has not received many complaints regarding Progressive. In response to questioning by Clerk-Commissioner Wexler, Mr. Louis affirmed the stacking of vehicles has slowed down on S.W. 31st Avenue and the calls for complaints have gone down also.

Vice Mayor Clark reminded everyone of the odor complaints previously received for that area that now appears to have been lessened. The discussion continued. In response to questioning by Vice Mayor Clark, Mr. Larson provided an opinion on why the odor has lessened. The discussion continued. Commissioner Shoaff and the Commission agreed to direct Staff to suspend the two details. Clerk-Commissioner Wexler suggested Mr. Wilde notify Chief Brooks of the changes.

Ms. Rodriguez stated pages eleven and twelve provided a progress of the expenses that were incurred on Town projects. In response to questioning by Dr. Levy, Ms. Rodriguez provided an update on the progress of the audit. Dr. Levy provided a summary of the overtime Staff has had to work due to the audit. In response to questioning by Clerk-Commissioner Wexler, Ms. Rodriguez stated the auditor's started the audit last week. Ms. Rodriguez stated the Ordinances pertaining to the Finance Department may have to be amended as a result of the audit. Ms. Rodriguez agreed to discussion this issue with the Town Attorney. The discussion continued.

15. DISCUSSION: Building Department – Vice Mayor Clark / Interim Building Official Corriveau

Mr. Corriveau provided a summary of the "Building Buzz". In response to questioning by Commissioner Cohen, Clerk-Commissioner Wexler stated the report was in the back-up information. Mr. Corriveau stated some of the information contained in the report had changed. Mr. Corriveau provided an update on the Seneca Town Center project.

Mr. Corriveau provided a brief summary of the agreement with Park Lake regarding the issuance of Premise Permits. Mr. Corriveau provided an update on the El Porto Restaurant's permit process. Mr. Corriveau provided an update on the inspections conducted in the Trinity Community. Dr. Levy provided a summary of why this course of action regarding violations in the Trinity Community was required. The discussion continued.

In response to questioning by Vice Mayor Clark, Mr. Larson stated sometimes the resident has to perform work on the tie-into the Town's Sewer System. Mr. Larson stated the residents are not working on the Town's Sewer System because this is not allowed.

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5. DISCUSSION: Engineer's Report – Town Engineer Kunen

Mr. Kunen provided an update on the S.W. 25th Street Storm Water Project bid process and the Mandatory Pre-Bid Meeting that is scheduled for tomorrow afternoon at 2:00 P.M. Mr. Kunen stated the bid opening is scheduled for February 16, 2017 and review of the bids should be completed by the March meetings for Commission approval. Mr. Kunen stated a proposal from Craig A. Smith and Associates has been received for engineering services (bidding services and engineering inspection) during construction. Mr. Kunen provided an update on the Florida Department of Transportation (F.D.O.T.) Drainage Swell Project.

Mr. Kunen announced a meeting is scheduled this Monday to receive a status update from F.D.O.T. Mr. Kunen stated preliminary information has been received from the Hydrologist on the Hydrological Study. Mr. Kunen stated the information is still being reviewed by Staff. Mr. Kunen stated the information that has been reviewed shows the influence of Meekins Lake on Behan Lake is minimal. Mr. Kunen provided a summary of the purpose of the study and the preliminary findings.

6. DISCUSSION: Proposed Scope of Services and Proposed Fee for S.W. 25th Street Storm Improvements Projects (Phase I Re-Bid) – Town Engineer Kunen

This item was discussed under item five.

7. DISCUSSION: Fire Hydrant Relocation Conveyance to Broward County – Town Engineer Kunen

Mr. Kunen stated this is part of the John P. Lyons Lane Storm Water Project, which was recently completed. Mr. Kunen stated one of the Broward County fire hydrants needed to be moved about one foot behind the new concrete curbing along the road. Mr. Kunen stated as part of the issuance of the permit from Broward County, there was a requirement stating after the fire hydrant is relocated the new piping fitting would have to be conveyed back to Broward County. Mr. Kunen provided two documents to the Commission for review: a Release of Lien and a Bill of Sale. Mr. Kunen stated a belief that Broward County will be paying the Town \$10.00 for the land. Mr. Kunen stated the relocations has been completed and; the conveyance of that section back to Broward County is just a formality.

Vice Mayor Clark stated the 25th Street Project is being completed in a piecemeal. In response to questioning by Vice Mayor Clark, Mr. Kunen affirmed the funding is split up. Mayor Mohammed stated the Town has a grant writer that will attempt to obtain grants for the Town to finish the project. Dr. Levy provided a summary of the funding received from the Community Development Block Grants (C.D.B.G.) over the past years. Mr. Larson stated Ms. Dee Carper has been added to the Rural Development System in order to assist with the applications for grant funding. The discussion continued.

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In response to questioning by Commissioner Shoaff, Mr. Larson provided a summary of the funding applications currently being completed by Staff. In response to questioning by Commissioner Shoaff, Mr. Larson stated the Town will not be spending the money until the funding has been received. In response to questioning by Commissioner Shoaff, Mr. Larson stated the Town does not have the funding right now, but Staff is in the process of completing the applications. The discussion continued. In response to questioning by Attorney Ryan, Mayor Mohammed placed items six and seven on the consent agenda.

10. DISCUSSION: Drainage: Florida Department of Transportation (F.D.O.T.) – Country Club Lane to County Line Road – Vice Mayor Clark / Public Works Director Larson / Town Engineer Kunen

Mr. Kunen stated this item was discussed previously during item five. Mr. Kunen provided a brief summary of what was previously discussed. The discussion continued. In response to questioning by Vice Mayor Clark, Mr. Larson stated F.D.O.T. has not asked the Town to contribute any monies into the project.

8. DISCUSSION: Status of Town Projects – Commissioner Shoaff / Public Works Director Larson

Mr. Larson stated there are two issues not listed in the report. Mr. Larson stated the first item is in regards to the damages caused by Florida Power and Lights (FPL) drilling through one of the lines with a jack and bore, which was discussed last month. Mr. Larson stated Staff is in the process of billing FPL for reimbursement of the damages through the FPL Claims Department. Mr. Larson stated the second issue is in regards to a message received from Lobbyist, Dell Molita. Mr. Larson stated the message informed Staff that the Town's project is going before the Senate, so Staff has to either request our State Senator would have to go and speak on the project's inclusion in the legislative appropriation or a representative of the Town. The discussion continued.

In response to questioning by Vice Mayor Clark, Mr. Larson stated this is the project that was vetoed last year, so this year the project will go through the full legislative process. Mr. Larson stated if the funding is approved, the rest of the John P. Lyons Lane Drainage Project would be paid for with funding from the State. Mr. Larson stated the project has to be presented by either the State Senator (Oscar Braynon) or a representative of the Town. The discussion continued.

MEETING RECESSED: 4:31 P.M.

MEETING RESUMED: 4:35 P.M.

Mr. Larson provided an update on the conversation with Mr. Molita. Mr. Larson stated Mr. Molita recommended someone that is strongly knowledgeable about the project attend. Clerk-Commissioner Wexler stated a lobbyist was suggested by Mr. Molita. Mayor Mohammed

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stated if the lobbyist could not attend, the Commission authorizes Mr. Larson to attend the meeting. Attorney Ryan recommended using Tidewater, Inc. to attend the meeting. The discussion continued.

9. DISCUSSION: Sign Variance Request for Channel 10 – Public Works Director Larson

Mr. Larson stated Channel 10 has submitted a request to change the sign due to changes to the logo. Mr. Larson stated this is not a changeable company sign, but a fixed copy sign just like the current one. Mr. Larson stated the request is slightly smaller than the current sign. In response to questioning by Mayor Mohammed, Mr. Larson stated Staff has no objection to the approval of the sign variance. Mayor Mohammed added this item to the agenda for next week.

11. DISCUSSION: Annexation Update – Vice Mayor Clark

Vice Mayor Clark stated West Park has not filed a bill. Vice Mayor Clark provided a summary of all of the work completed over the summer regarding this issue. Vice Mayor Clark provided an update on the Town's involvement with the Annexation Sub-Committee that is currently active. Vice Mayor Clark provided a summary of all of the programs that had been attended to assist with Annexation. The discussion continued.

12. DISCUSSION: Fire and Rescue Contract Letter – Vice Mayor Clark

Mayor Mohammed stated everyone has a copy of the letter to review. Vice Mayor Clark reminded everyone of how much money the Town is losing every month. Mayor Mohammed provided an update on a meeting held with the City of Hollywood on yesterday. Mayor Mohammed asked Staff to provide more advanced notice of the meeting dates and times.

13. DISCUSSION: Five Year Capital Improvements and Finance – Vice Mayor Clark / Public Works Director Larson

In response to questioning by Vice Mayor Clark, Mr. Larson stated Staff is in the process of applying for the Rural Development Grants. Mr. Larson stated Ms. Carper is assisting in the process and Mr. Kunen is also completing portions of the process. Vice Mayor Clark stated if the Town does not receive the funding, the Town does not spend the monies.

14. DISCUSSION: International Promotions, Businesses, Community Involvement, and Community Recognitions: Park Lake Estates, One Blood, Sandy Scheme, Ashira Mohammed, Emma Shoaff, Georgina Cohen, and Annette Wexler – Vice Mayor Clark

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Vice Mayor Clark stated the Town is going to recognize Ashira Mohammed, Sandy Scheme, One Blood, and Park Lake Estates this month. Vice Mayor Clark stated this is all interwoven into the annexation issues. The discussion continued.

16. DISCUSSION: 29th Annual Blood Drive – Park Lake Estates and One Blood – Vice Mayor Clark

In response to questioning by Mayor Mohammed, Vice Mayor Clark stated the 29th Annual Blood Drive will be held on February 18, 2017. Vice Mayor Clark stated Mr. Louis has done a great job assisting with the event. The discussion continued.

17. DISCUSSION: Pembroke Park Cares, Inc. 501(c) 3 Non-Profit Corporation – Vice Mayor Clark / Dee Carper / Attorney Ryan

Vice Mayor Clark stated there is one individual that does not want to be included in the corporation, so Attorney Ryan has to amend the documentation. Vice Mayor Clark stated Attorney Ryan and Ms. Carper have been in discussions regarding this issue, and as soon as all of the work is completed the organization can move forward. In response to questioning by Vice Mayor Clark, Attorney Ryan stated in the event that there are two or more Directors/Commissioners present at the meetings, the meetings will be subject to both the Public Records Laws and the Sunshine Laws. The discussion continued. Mayor Mohammed provided a summary of the steps needed in order to adopt the bylaws for the corporation. Attorney Ryan stated the Non-Profit Corporation is in process.

18. DISCUSSION: Community Based Wellness Program – Vice Mayor Clark / Mayor Mohammed / Dee Carper / Asst. Town Manager / Parks Manager Wilde / Asst. Town Manager / Deputy Town Clerk Joseph / Attorney Ryan

Vice Mayor Clark stated Staff has been meeting with the people at the Maculele Miami Brazilian Arts School (Maculele). Vice Mayor Clark stated the community based programs will be coming forward. Vice Mayor Clark stated Staff would like to bring Maria, one of the owners of Maculele, into more discussions regarding community programs. The discussion continued. Mayor Mohammed stated the Town is also looking to start our own community based wellness program.

19. DISCUSSION: Proposed Amendment to Comprehensive Plan – Future Residential – Town Manager Levy

Dr. Levy stated the Town needs a Comprehensive Plan Amendment requiring the Superfund Site to provide a residential standard of cleaning. Dr. Levy stated the residential standard is the highest level of cleaning. Dr. Levy stated the Superfund Site is pushing to do a commercial standard of cleaning. Dr. Levy stated Staff has spoken to the Environmental Protection Agency (E.P.A.) numerous times regarding this issue. Dr. Levy stated the best chance the Town has at getting a residential standard cleaning, is to include “the area may become cleaned to a residential standard at a future time” language in our Comprehensive Plan.

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Dr. Levy stated once the buildings go down and the government cleans the area, the Town should have the area available for any use that the Commission wishes to Zone the area for. Dr. Levy provided a summary of the amendment and the purpose the amendment would serve. Dr. Levy provided a detailed explanation of the differences between the commercial cleaning and residential cleaning standards. The discussion continued. Mr. Larson stated the E.P.A. is already going to clean a couple of the mobile home sites that were affected.

Mr. Larson stated two of the parks have been cleaned already and there are a few more that may be affected which would receive the same type of clean-up because of the residential zoning. Mr. Larson stated the other site on the opposite side of Carolina Street is where the E.P.A. is proposing a lower clean-up standard. Mr. Larson provided a summary of the clean-up disposal process. In response to questioning by Mayor Mohammed, Mr. Larson affirmed some of the residential clean-ups have already taken place. Clerk-Commissioner Wexler provided a summary of the length of time this issue has been in existence in the Town.

Commissioner Cohen stated all of the clean-ups in her park was taken care of and there are no other problems. The discussion continued. In response to questioning by Dr. Levy, Commissioner Shoaff suggested supporting the residential cleaning standard. Commissioner Cohen stated no, we do not want to do residential standard, because her park has already been done.

In response to questioning by Clerk-Commissioner Wexler, Mayor Mohammed stated the E.P.A. came before the Commission a few months back and the Commission requested the Town be cleaned to residential standards. Mayor Mohammed suggested the Commission stand behind the decision made a few months ago. The discussion continued. In response to questioning by Mayor Mohammed, Attorney Ryan agreed to begin working on the Comprehensive Plan Amendment. In response to questioning by Clerk-Commissioner Wexler, Attorney Ryan stated the Town could get the requested information in the form of a letter from the E.P.A. The discussion continued.

20. DISCUSSION: Comcast Communications Agreement for Behan Park – Attorney Ryan

Attorney Ryan stated this is a simple agreement that could be placed on the consent agenda.

21. DISCUSSION: Behan Park Security and Surveillance System: Vector Security Commercial Purchase and Service Agreement and MMJ Electric, Inc. Installation & Wiring Agreement – Attorney Ryan

Attorney Ryan stated both of these items are agreement that could be placed on the consent agenda.

28. DISCUSSION: Records Management – Asst. Town Manager / Deputy Town Clerk Joseph

Dr. Levy stated according to the State Laws, the Town is supposed to purge records at the 10 years of age mark; excluding personnel records. Dr. Levy stated Staff has not been purging the records because the Town has not had the proper equipment for the job. Dr. Levy stated Ms. Joseph suggested the Town hire the company whose information has been provided to the Commission for review and “piggyback” off of the Broward County contract for records management. Vice Mayor

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Clark suggested Staff hold-off on the record purging until further research has been completed. The discussion continued.

In response to questioning by Vice Mayor Clark, Ms. Joseph stated Vice Mayor Clark is referring to historical records. Ms. Joseph stated there are certain records that the Town must maintain, which are called permanent records. Ms. Joseph stated Staff is proposing the purging of records that are no longer relevant to Town business; i.e. obsolete records. Ms. Joseph stated the records being discussed are obsolete records that serve no governmental purpose; the historical records will be preserved. Ms. Joseph stated the Broward Clerk of Courts just completed the procurement process for records management, and Staff would like to “piggyback” off of the Broward Clerk of Court’s contract.

In response to questioning by Vice Mayor Clark, Ms. Joseph stated examples of the documents that would be destroyed; Financial Records from 1990, mail, magazines, solicitation emails, etc. Vice Mayor Clark stated once something is destroyed, the document is gone forever. Ms. Joseph provided a summary of how records management could protect the Town in certain instances. The discussion continued. In response to questioning by Vice Mayor Clark, Ms. Joseph stated the Florida Statutes states which records the Town has to house according to the law. The discussion continued.

29. DISCUSSION: Commission and Board Meeting Minutes – Asst. Town Manager / Deputy Town Clerk Joseph

Mayor Mohammed listed the copies of minutes that were provided to the Commission for review. Ms. Joseph stated the minutes provided in the Commission Books could be taken home by the Commissioners for review. The discussion continued. Mayor Mohammed stated the list previously stated will be considered for approval next week. The discussion continued.

Commissioner Shoaff led a discussion regarding Board Compensation. In response to questioning by Clerk-Commissioner Wexler, Attorney Ryan stated these Boards are Voluntary Boards. Attorney Ryan stated the original stipend was provided in order to offset the actual expenses relating to time missed from work or transportation. Attorney Ryan stated concerns in regards to increasing the stipend amount being within the purview of a Volunteer Board’s reimbursement. Attorney Ryan stated the status of financial obligations should not be a consideration for whether or not the stipend is changed.

Attorney Ryan stated the Town has to follow the basic premise of what the stipend was enacted for. The discussion continued. Vice Mayor Clark suggested adding this item to the Regular Commission Meeting Agenda. The discussion continued. Mayor Mohammed added this item to next week’s agenda, under Commissioners Cohen and Shoaff names, for discussion. In response to questioning by Dr. Levy, Attorney Ryan affirmed the issue could be placed on the consent agenda.

In response to questioning by Attorney Ryan, Mayor Mohammed affirmed the amount would increase to \$50.00 per meeting. In response to questioning by Mayor Mohammed, no objections to

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the increase were raised. In response to questioning by Commissioner Shoaff, Mayor Mohammed directed Staff to reach out to some of our residents that are in need of food.

30. PENDING BUSINESS

A. Eggstravaganza

Mayor Mohammed stated the Town is looking to purchase bags and a golf cart. Mayor Mohammed provided a summary of the benefits received from purchasing bags from a local bag vendor. Mayor Mohammed suggested the Commission approve a not to exceed amount for the bags. In response to questioning by Mayor Mohammed, Mr. Wilde affirmed asking the Commission for approval to rent golf carts for the April 1, 2017, "Eggstravaganza" event. In response to questioning by Mayor Mohammed, Mr. Wilde stated the rental price will be \$650.00 for two two-seater golf carts and one four-seater golf cart.

Mayor Mohammed suggested approval of the event dates at the next meeting. Mayor Mohammed announced the Blood Drive will be held on February 18, 2017.

B. 60th Anniversary

Mayor Mohammed stated the 60th Anniversary will be determined at a later date because the date will be based on location and availability information.

D. Food Distribution

Mayor Mohammed stated the Farm Share event will be held at the Raymond P. Oglesby Preserve on April 22, 2017 and September 16, 2017.

E. 4th Annual Health Fair

Mayor Mohammed stated the Health Fair will be held on November 4, 2017.

E. Turkey Drive

Mayor Mohammed stated the Turkey Give-a-Way will be held on November 20, 2017.

G. Holiday Party

Mayor Mohammed stated the Holiday Party will be held on December 8, 2017.

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F. Toy Drive

Mayor Mohammed stated the Holiday Toy Drive will be held on December 14, 2017.

Mayor Mohammed stated the Community Gardens Local Food Fair's scheduled dates: January 29, 2017; February 26, 2017; and March 26, 2017. Mayor Mohammed encouraged anyone willing to provide assistance on any of the event planning to contact Staff. In response to questioning by Mayor Mohammed, Ms. Joseph stated the Relay 4 Life event conflicts with one of the Town's events. Mr. Wilde stated the "Relay 4 Life" Overnight Event at McArthur High School, will be held on the same day as one of our Farm Share events. In response to questioning by Mayor Mohammed, Mr. Wilde affirmed the event is going back to a relay style night event.

A. Eggstravaganza

In response to questioning by Mr. Wilde, Mayor Mohammed stated the Pembroke Park Church of Christ (P.P.C.O.C.) was contacted regarding this event. Mayor Mohammed stated P.P.C.O.C. was not contacted regarding any give-a-ways. Mr. Wilde stated the volunteers from P.P.C.O.C. were a great help at the last event. Mayor Mohammed stated PPCOC asked for suggestions on areas of the Town in need of clean-up efforts (painting, trash pick-up, etc.), during the "Love Feast" on April 8, 2017. The discussion continued.

Mr. Louis suggested the volunteers paint the pink wall behind the Montessori School, which is off of 33rd Street, and/or paint the back of the walls between 30th Street and Hallandale Beach Boulevard (a.k.a. Antique Row). Vice Mayor Clark suggested S.W. 27th Street near the entrance of Lakeshore Mobile Home Park. In response to questioning by Mayor Mohammed, Mr. Wilde suggested the Town get permission from the private property owners before conveying the locations to the P.P.C.O.C. The discussion continued.

Mayor Mohammed suggested the Town Attorney draft a permission slip giving the Town authorization to paint the areas located on private property and explaining maintenance obligations. Mayor Mohammed directed Staff to send an email to Pastor Jones at P.P.C.O.C., with the approved location information. The discussion continued. In response to questioning by Dr. Levy, Mr. Larson provided an update on the C.S.X. Railroad Clean-Up Project from County Line Road up to Pembroke Road. The discussion continued.

In response to questioning by Mr. Louis, Mayor Mohammed directed Mr. Louis to meet with P.P.C.O.C. regarding possible clean-up locations in the Town. In response to questioning by Mayor Mohammed, Vice Mayor Clark stated the P.P.C.O.C. is hosting their 20th Year Anniversary of being in the Town. Vice Mayor Clark suggested the Town participate and honor P.P.C.O.C. The discussion continued.

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Vice Mayor Clark stated Maculele Community Garden has asked for help with promotions. In response to questioning by Vice Mayor Clark, Dr. Levy provided an update on the Newsletter. In response to questioning by Mayor Mohammed, Dr. Levy affirmed the Mayor's Message had been removed. The discussion continued.

H. Pet Fair

In response to questioning by Commissioner Cohen, Mayor Mohammed stated the date for this event was not set. Commissioner Cohen asked for this event to be removed from the schedule, because she does not feel comfortable being associated with the event. In response to questioning by Mayor Mohammed, Commissioner Cohen stated the event could still move forward, but she does not want to take the lead.

Vice Mayor Clark led a discussion regarding a grant application submission by Maculele. The discussion continued.

8. DISCUSSION: Status of Town Projects – Commissioner Shoaff / Public Works Director Larson (CONTINUED)

In response to questioning by Dr. Levy, Vice Mayor Clark stated Mayor Mohammed directed Mr. Larson to allow Tidewater, Attorney Sigerson, and Mr. Helmich to deal with this issue. Dr. Levy provided a summary of what is currently underway in Tallahassee regarding project funding. Dr. Levy provided a summary of the recommendations of Mr. Dale Molita. In response to questioning by Clerk-Commissioner Wexler, Dr. Levy affirmed a State Representative is requested to go before the Committee in order to show project authenticity for funding. In response to questioning by Clerk-Commissioner Wexler, Dr. Levy stated if the Senator does not appear the project would seem unimportant. The discussion continued.

Vice Mayor Clark suggested Staff contact Senator Oscar Braynon first, and if the senator is unavailable, then Town Staff will reevaluate the situation. The discussion continued. Mr. Larson informed the Commission that Staff received the agreement from Broward County regarding the Lighting Project. Mr. Larson stated the agreement has been sent to Attorney Ryan for review. Attorney Ryan suggested this item be added to the agenda.

In response to questioning by Mayor Mohammed, Mr. Larson stated the Lighting Proposal does sufficiently address the parking lot area where the Community Garden is located. Mr. Larson stated the agreement does not contain any type of funding match so Staff is going to have to structure the project accordingly in order to complete the areas that the funding will cover. Mr. Larson stated Staff is also researching other funding. Vice Mayor Clark volunteered to organize the project presentation in Tallahassee, Florida. The discussion continued.

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COMMISSIONER COMMENTS:

Vice Mayor Clark expressed approval of the Financial Report provided by Ms. Rodriguez.

TOWN MANAGER / PERSONNEL COMMENTS:

Dr. Levy provided a summary of the rumors circulating regarding the Trump Administration discontinuing Entitlement Programs, which would include C.D.B.G. Funding. The discussion continued.

Dr. Levy suggested the Town give recognition to Jose Verchetti and Chip Abele, the developers of Seneca, for their contributions to our Town. The discussion continued.

COMMISSIONER COMMENTS:

Mayor Mohammed read an invitation from the School Board of Broward County to attend a Gala recognizing Lake Forrest Elementary on March 3, 2017 at 6:30 P.M. Mayor Mohammed stated the tickets are \$50.00 each. Mayor Mohammed suggested the Town take out an ad congratulating our school for this accomplishment. The discussion continued.

Mayor Mohammed stated the Florida League of Cities (F.L.O.C.) is presenting a Grants Workshop on February 24, 2017 from 9:00 A.M. to 4:00 P.M. Mayor Mohammed provided a summary of the information that will be provided at the Workshop. The discussion continued.

Vice Mayor Clark informed the Commission of plans to present Mayor Mohammed with a Proclamation on the Islands of Trinidad, Haiti, and Jamaica. The discussion continued.

Since there was no further business, Clerk-Commissioner Wexler made a motion to adjourn. The motion was carried unanimously by voice vote. The meeting was adjourned at 5:40 P.M.

Respectfully submitted,

By: _____
NATASHA JOSEPH
Assistant Town Manager/Deputy Town Clerk

WORKSHOP COMMISSION MEETING OF THE TOWN OF PEMBROKE PARK

WEDNESDAY, MAY 5, 2010 - 3:00 P.M.

AMENDED AGENDA

CALL TO ORDER - 3:04 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT:	MAYOR:	EMMA J. SHOAFF
	CLERK-COMMISSIONER:	GEORGINA COHEN
	COMMISSIONER:	HOWARD P. CLARK, JR.
	COMMISSIONER:	ANNETTE M. WEXLER
	TOWN MANAGER:	ROBERT A. LEVY
	TOWN ATTORNEY:	CHRISTOPHER J. RYAN
	DIRECTOR OF PUBLIC WORKS:	TODD LARSON
	CONSULTANT ENGINEER:	PETER KUNEN
		WILLIAM LANDIS
	CONSULTANT PLANNER:	MICHAEL MILLER
	B.S.O. LIAISON:	CHRIS MC KINSTRY
	FIRE LIAISON:	MICHAEL CAMPBELL
	CODE ENFORCEMENT OFFICER:	JAMES TISDALE
	ASSISTANT TO THE TOWN MANAGER/ DEPUTY TOWN CLERK:	NATASHA JOSEPH
ABSENT:	VICE MAYOR:	ASHIRA MOHAMMED
	ASSISTANT TOWN MANAGER/ PARK MANAGER:	THOMAS WILDE

1. DISCUSSION: Bills Over \$500.00 - Finance and Budget Director Rodriguez

Mayor Shoaff explained that everyone should review the bills over \$500.00 (see attached) prior to the Regular meeting next week.

2. DISCUSSION: Public Safety - Commissioner Wexler/Chief McKinstry

Chief McKinstry appeared and announced that the police memorial event was going to be held on Friday, May 7, 2010 at 7:00 P.M. at Broward Community College and he extended an invitation to everyone to attend.

3. DISCUSSION: Fire Safety - Commissioner Wexler/Chief Campbell

Chief Campbell appeared and announced that there was a fire in an abandoned building in West Park this morning that was intentionally set and he urged everyone to report anything suspicious at abandoned structures.

4. DISCUSSION: Engineer's Report - Craig A. Smith & Associates

Mr. Kunen appeared and reported that they were proceeding with the survey and design of Phase 1 of the stormwater master plan amendment approved at the Commission meeting last month. Since the surveying

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work was approximately 90% completed, Mr. Kunen announced that they would be able to begin the design very soon.

Regarding the Department of Transportation (D.O.T.) S.W. 48th Avenue sidewalk project, Mr. Kunen informed everyone that they were submitting the revised plan and specifications to the D.O.T., this week, per the D.O.T.'s comments and, when approved, the project would go out for bids.

As for the Hallandale Beach Boulevard median landscaping project, Mr. Kunen mentioned that the landscape architect, who had been working directly with the D.O.T., had to revise the drawings in connection with the plantings and, when Mr. Kunen received them this week, the project would go out for bids.

In response to questioning by Commissioner Clark about the months the Commission was going to be on vacation and the possible need to authorize Town work during that time, Mayor Shoaff pointed out that this was Item 8 of this agenda and if something needed to be addressed, a Special Commission Meeting could be scheduled.

Mr. Landis appeared and added that they would be able to apply for permitting subsequent to the design process and go out for bids; however, no bids would be able to be awarded until there was funding. Mr. Landis added that they were all set as far as Commission approval was concerned but that County approval would be required if C.D.B.G. funds were going to be used and this would cause a delay in the bidding process. Mayor Shoaff ascertained that at least three Commissioners would be available for a Special Commission Meeting, if needed, either in person or by telephone.

5. DISCUSSION: Status of Town Projects - Mayor Shoaff/Public Works Director Larson

Regarding the new D.O.T. message board that was erected by Holiday that advised motorists of traffic issues, Mayor Shoaff explained that a pedestrian pushing a wheelchair had been unable to get around the board and she asked the D.O.T. to make the concrete pad larger to accommodate pedestrians. Mr. Larson added that the D.O.T. assigned someone to this and they would inspect the area and make it A.D.A. compliant.

Regarding the status of the solar power system for Town Hall, Mr. Larson informed everyone that he had been working with the Governor's energy office regarding the final documents and if he had them by the Regular meeting next week, they would be presented to the Commission.

In connection with the S.W. 52nd Avenue project, Mr. Larson explained that he was in touch with the contractor because of a volume overruns and other minor issues that needed to be addressed and he anticipated he would have a small Change Order for the Regular meeting next week to close out the project.

In response to questioning by Commissioner Clark about the funding status of the drainage project, Mr. Larson indicated that he had been in touch with Community Development and they were attempting to incorporate the Town into funding that was removed from other areas and the S.W. 52nd Avenue project had to be closed out before anything else could move forward. As for work on Park Road, Mr. Larson remarked that he applied for funds through the Stimulus Funding as part of the drainage work and he was waiting to find out from the State how much money was going to Broward County after which the Town would know how much money it would receive. Commissioner Clark ascertained that a Special

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Commission Meeting would be called if something needed to be done while the Commission meetings were suspended for the summer. In response to questioning by Mr. Larson, the consensus of the Commission was that the solar funding could be approved by Resolution subject to the Town Attorney's approval.

6. DISCUSSION: Local Agency Program Agreement - Public Works Director Larson

Mr. Larson explained that this concerned the interlocal agreement with the D.O.T. to pay for the sidewalks on S.W. 48th Avenue and he needed Commission authorization to have it signed.

As an aside, Clerk-Commissioner Cohen asked about the status of the turn signal at Dale Village and Mr. Larson reported that he was working with the D.O.T. to have them conduct another traffic study in this regard to reflect the activity of the school and northbound traffic.

7. DISCUSSION: SB Productions/J.W. Lee Productions, LLC - Site Development Plan Time Extension - Consultant Planner Miller

Mr. Miller appeared and explained that the applicant was requesting a time extension for the site development plan for the commercial center at the south end of S.W. 30th Avenue, which site plan was approved in September, 2009. Because the waterline extension project to increase water pressure on S.W. 30th Avenue is behind schedule and was just presented to the County Commission and will cause a delay in the applicant's construction which has to begin within 18 months of site plan approval, Mr. Miller requested a one year extension. The consensus of the Commission was to agree and Mayor Shoaff directed this matter to be on the Consent Agenda next week.

8. DISCUSSION: Suspension of Commission Meetings - Mayor Shoaff

Mayor Shoaff suggested that the Commission suspend the regularly scheduled Commission meetings in June and July rather than July and August because of having to work on the upcoming budget in August. The consensus of the Commission was to agree and Mayor Shoaff directed this matter to be on the Consent Agenda next week.

9. DISCUSSION: Prohibition of Breeding of Cats/Dogs Without Proper Permits - Town Manager Levy

Dr. Levy explained that Palm Beach County had an ordinance (see attached) setting forth the requirements someone had to meet in order to be a hobby breeder. Because of a situation that took place adjacent to the Town's boundaries, Dr. Levy suggested that the Commission adopt a similar ordinance in this regard. In response to questioning by Commissioner Wexler, Dr. Levy indicated that Attorney Ryan would research how many breedings during what time period would be considered breeding.

10. DISCUSSION: Ban on Onychectomy (Declawing) - Town Manager Levy

Dr. Levy explained what is done to a cat when it is declawed and added that while there are no veterinarians with a practice within the Town, adopting an ordinance in this regard would set a principle. Discussion followed. The consensus of the Commission was to not pursue this matter.

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11. DISCUSSION: Local Option Gas Tax Interlocal Agreements - Attorney Ryan

Attorney Ryan explained that the existing interlocal agreements that the Town had with the County regarding local option gas tax issues had to be amended as was done every year and he would have Resolutions at the Regular meeting next week in this regard. Mayor Shoaff directed this matter to be on the Consent Agenda next week.

12. DISCUSSION: F.A.C.E. Conference - Town Manager Levy

Mayor Shoaff explained that this pertained to Mr. Tisdale's attendance at the F.A.C.E. Conference in Orlando (see attached) and she directed this matter to be on the Consent Agenda next week.

13. DISCUSSION: Environmental Protection Agency (E.P.A.) Superfund Program - Town Manager Levy

Dr. Levy explained that the Federal government was going to be dismantling a number of agencies for budgetary reasons and the E.P.A. was going to be one of them. As a result of this, Dr. Levy informed everyone that the Army Corps of Engineers was going to be given the responsibility for, and would impact the monitoring of, Superfund sites around the country, among other things. In connection with the letter from the Army Corps of Engineers (see attached), Dr. Levy pointed out that they appeared to be unaware of the work the E.P.A. has done at the site over the past years and they are asking the Town for the right to do the same work. Based on the foregoing, Dr. Levy suggested that the Town needed to contact them and let them know that the Town wants them to continue the monitoring and to ascertain if they are aware that this already is being, and has been, done. Mr. Larson added that the Army Corps of Engineers wants to install four additional monitoring wells and outlined, in more detail, exactly how the Army Corps of Engineers was going to continue handling the project. Discussion followed during which, among other things, Commissioner Clark stressed that their work had to be monitored because the Town's drainage was in that area.

NON-AGENDA ITEM: Florida Municipal Attorneys Conference - Town Manager Levy

Dr. Levy explained that Attorney Ryan was requesting Commission authorization to attend this year's Florida Municipal Attorneys Conference in Amelia Island (see attached). Mayor Shoaff directed this matter to be on next week's Consent Agenda.

NON-AGENDA ITEM: Update on Mobile Home Legislation - Commissioner Clark

Commissioner Clark informed everyone that the Town's proposal for the mobile home legislation died in Tallahassee and he explained that it was not uncommon for something to take several years to be adopted. Commissioner Clark added that the two main agencies, F.M.O. and F.M.H.A., were happy with it but a Senator did not agree and it would be brought up during next year's legislative session. Commissioner Clark commended Attorney Sigerson for his work in this regard and Commissioner Wexler explained why Attorney Sigerson was not here today.

NON-AGENDA ITEM: Proposed Welcome and Proclamation for Television Studio - Town Manager Levy

Dr. Levy explained that Ms. Joseph was working on a Proclamation for the new television studio in the Town and it would be presented in the event they were able to attend the Commission meeting next week.

TOWN OF PEMBROKE PARK

WORKSHOP COMMISSION MEETING

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Dr. Levy added that the Town received good publicity on Channel 10 this past Monday evening for the studio locating in the Town. Attorney Ryan mentioned that there was a newspaper article in the MIAMI HERALD about this, as well.

NON-AGENDA ITEM: Update on Town Audit - Commissioner Clark

Commissioner Clark mentioned that Commissioner Wexler pointed out that the Town audit came out fine. Dr. Levy explained that copies of the audit were placed in each Commissioner's mailbox and it should be reviewed prior to the Regular meeting next week and, if there are no objections, acceptance of the audit would be on the Consent Agenda. Dr. Levy announced that it was a balanced budget and the auditors had no recommendations for improvement. Discussion followed during which, among other things, Commissioner Clark commented positively on the pension situation and indicated that if anyone had any questions, they should put them in writing and Dr. Levy would work on it with him. Dr. Levy advised that he spoke with Weiss, Serota and Helfman and they have a pension attorney and a labor attorney on staff and there would be no problem helping the Town on an as-needed basis per the retainer. In this regard, Dr. Levy commented that everything would be put into a concise form so they would not have to charge a lot.

Since there was no further business, Mayor Shoaff entertained a motion to adjourn. Commissioner Wexler so moved and it was seconded by Commissioner Clark. The motion was carried unanimously by voice vote and the meeting was adjourned at 3:34 P.M.

Respectfully submitted,

By: _____

NATASHA JOSEPH
Assistant to the Town Manager/
Deputy Town Clerk

SPECIAL COMMISSION MEETING OF THE TOWN OF PEMBROKE PARK

TUESDAY, JUNE 28, 2016 - 2:00 P.M.
AMENDED AGENDA

CALL TO ORDER – 2:06 P.M.
PLEDGE OF ALLEGIANCE
ROLL CALL

PRESENT:	MAYOR:	ASHIRA MOHAMMED
	VICE MAYOR:	HOWARD P. CLARK, JR.
	CLERK-COMMISSIONER:	ANNETTE M. WEXLER
	COMMISSIONER:	GEORGINA COHEN
	COMMISSIONER:	EMMA J. SHOAFF
	TOWN MANAGER:	ROBERT A. LEVY
	TOWN ATTORNEY:	CHRISTOPHER J. RYAN
	ASSISTANT TOWN MANAGER/ PARK MANAGER:	THOMAS WILDE
	ASSISTANT TOWN MANAGER/ DEPUTY TOWN CLERK:	NATASHA JOSEPH
	DIRECTOR OF PUBLIC WORKS:	TODD LARSON
	TOWN ENGINEER:	PETER KUNEN
	B.S.O. LIAISON:	DANZELL BROOKS
	FINANCE & BUDGET DIRECTOR:	GEORGINA RODRIGUEZ
	CODE ENFORCEMENT OFFICER:	JEFFREY LOUIS
	CLERK ASSISTANT:	TIFFANY COLQUITT

1. DISCUSSION: Fire & Rescue Contract – Mayor Mohammed

Mayor Mohammed stated the reason why this item was placed on today's agenda is because the Commission is waiting for actions to be taken on a Request for Qualification (R.F.Q.) that was authorized back in April. Mayor Mohammed stated for the past two years the Town has been trying to get some form of movement and cooperation without any success. Mayor Mohammed opened a discussion by stating the Broward Sheriff's Office (B.S.O.) has been with the Town since 1999. Mayor Mohammed stated the Town contracted with B.S.O. for Fire Services in 1999, but before that the Town had our own Fire Services. Mayor Mohammed stated over the course of the past 15 odd years the cost of service has increased substantially whereas the Town's general revenue has not.

Mayor Mohammed provided a summary of the Town's general revenue for the year of 2006 to current. Mayor Mohammed stated over the course of several years the Town has not had enough money coming in to cover the cost of our budget so over the past five years the Town has had to use reserves. Mayor Mohammed stated unfortunately the Town has not been able to replenish the reserves. Mayor Mohammed stated for five years the Town has had to exhaust the reserves with no extra money coming into the budget or the reserves. Mayor Mohammed stated the Town does not have money to cover the costs that are being asked at this time. Mayor Mohammed stated the Town has 6,000 residents and the majority of the residents only make

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\$25,000.00 a year and the Commission cannot knowingly raise taxes on people who make \$25,000.00 a year to cover extra costs because the residents do not have the money.

Mayor Mohammed stated 137,000 pounds of food was given out last week at the Food Give-A-Way to residents in Pembroke Park. Mayor Mohammed stated she will not be the person to bankrupt this Town nor raise taxes for these 6,000 residents. Mayor Mohammed stated the Town would like to stay with B.S.O., but the Town has to be able to afford to. Mayor Mohammed stated this has been brought up every month because we cannot afford the budget with no response.

Assistant Chief for Management Services Gregory Holness stated the reorganization of Fire Rescue basically started on June 1. Chief Holness stated prior to the reorganization, Chief Porcello was the primary point of contact, however Chief Porcello has elected to leave B.S.O. in lieu of another position that was offered. Chief Holness stated the previous Fire Chief (Chief Sorvino) is no longer with B.S.O. as well as others that have been reclassified, etc. Chief Holness stated the Town's concerns are being heard loud and clear. Chief Holness stated Chief LeDuc will be working with B.S.O. Fire in order to come to a Resolution with the Town. Chief Holness stated Chief Fernandez is currently doing station tours right now in order to build a culture of trust, commitment, and cooperation with all of B.S.O.'s partners both internal and external.

Chief Holness stated any discussions regarding dollars and cents will have to be made at a table, however the Town has a commitment from the top of B.S.O. command on down the line to resolving this issue. Mayor Mohammed stated today the meeting was called to discuss the R.F.Q. for an auditing firm because of the facts; the Town lost an apparatus several years ago but never received a credit. Mayor Mohammed stated the auditing firm will review the contract and where the monies have gone. Mayor Mohammed provided a detailed summary of the bills that have continued to increase over the past several years without receipt of the credit. Mayor Mohammed stated the Commission has already directed Staff to obtain numbers because the Town was not receiving any cooperation from B.S.O.

Mayor Mohammed stated the Commission has already authorized the Town Attorney to advertise for R.F.Q.'s for the auditing firm and today an update was requested regarding that R.F.Q. The discussion continued. Vice Mayor Clark provided a summary of the history of the original 60/40 split. Vice Mayor Clark stated the Commission is searching for the reasoning behind the 50/50 split, which is almost \$600,000.00 a year (previously \$400,000.00). Vice Mayor Clark stated the Town has been requesting that the contract go back to the 60/40 split for the past two years.

Vice Mayor Clark stated the R.F.Q. will assist in finding out what the Town needs or do not need, performance, why the contract did not go back to the 60/40 split, etc. The discussion continued. Dr. Levy stated when the Town originally merged with Broward County it was based on the number of service calls between the two cities. Dr. Levy provided a detailed summary of the call ratio and agreement at that time. Dr. Levy stated towards the end of the current contract, which ended two years ago, City Manager Russell Benford indicated plans to

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move to Hollywood which would have costs Pembroke Park more to stay with B.S.O. Dr. Levy stated because of that the Commission in good faith agreed to amend the contract for the duration of that contract to pay 50/50.

Dr. Levy stated the amendment was until the end of the contract, however no one has come up with a new contract and according to the Town Attorney the Town has to continue on a month to month basis. Dr. Levy stated during this time seven meeting were scheduled and somehow got cancelled at the last minute either through B.S.O. or West Park regarding this. Dr. Levy stated West Park is receiving the benefit of the doubt and B.S.O. is claiming no responsibility because this is a problem between West Park and Pembroke Park. Dr. Levy stated in order for the Town to continue with B.S.O. the Town wants an individual contract with B.S.O. Fire that has nothing to do with West Park at all because the triparty agreement does not work. Dr. Levy stated only recently, under Chief Holness' jurisdiction, has West Park even come to the table for a meeting, but for seven months West Park cancelled meetings.

Dr. Levy stated for two years Pembroke Park has been subsidizing the contract to the tune of \$40,000.00 a month which totally throws off the Town's budget that had previously reached equilibrium between our income and our out go. Dr. Levy stated because of the \$40,000.00, the Town is now showing a deficit that is now reaching the million dollar mark and up. Dr. Levy stated the Town does not want to find ourselves on the wrong end of the budget which is why the Commission is taking action. Dr. Levy stated the Town is happy with B.S.O., however, the Town cannot afford this based on the statistics that have been stated now. Dr. Levy provided an update on the proposed contract and terms offered right now.

Dr. Levy stated if the contract does not go back to the 60/40 split then the Town cannot afford to stay with B.S.O. Dr. Levy stated the Town does not institute a fire fee because the Town Commission/Staff is responsible to our residents that do not have the income. Dr. Levy stated the Town has not changed the tax rate in 13 years and the Town does not want to be forced to change the tax rate just to pay 60% of the budget to B.S.O. Dr. Levy stated the Town has to have an individual contract with B.S.O. with a reduction of costs because the Town cannot possible continue on the 50/50; our calls do not merit the costs. The discussion continued. Vice Mayor Clark stated the Commission has a responsibility to protect this Town.

Commissioner Shoaff voiced a complaint about the new firefighters not knowing how to navigate the area for emergency service. The discussion continued. Chief Holness stated the concerns of the Town are being heard loud and clear. Chief Holness stated thoughts that B.S.O. and Pembroke Park are on the same page in terms of all of us being a community (Fire, Law Enforcement, and the Commission) that care about the life and sustainability of the Town. Chief Holness apologized for all of the misgivings that have led up to this point and assured the Commission that moving forward the Town has 100% of B.S.O.'s support.

Mr. Walter Dix, President of the Broward County Firefighters Union, stated this is like a reunion because Town Hall used to be the Fire Academy where Mr. Dix was certified as a firefighter in 1978. Mr. Dix stated the firefighters and paramedics are committed to helping B.S.O. Administration and the Town, find whatever resolution possible. Mr. Dix stated the

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concern today was in regards to a copy of a proposal received from Hallandale Beach on Friday. Mayor Mohammed stated the Commission has not received a proposal from Hallandale Beach as of yet. In response to questioning by Mr. Dix, Mayor Mohammed clarified the direction from the Commission for Staff to go out and solicit proposals as well as the audit.

Mr. Dix provided a copy of the proposal and B.S.O.'s response to the proposal. Mr. Dix stated when reviewing proposals from the neighboring cities an apples to apples comparison is needed. Mr. Dix stated the proposal from the neighboring city was very vague without all of the costs included which said the city could save the Town money, which is just not true. Mr. Dix stated currently the Town has heard from the administration, past employees that no longer work for the agency, the Fire Chief, the Sheriff, and the employees who all very aggressively want to work something out in an effort to partner with the Town and help the Town through the process in the best way that B.S.O. can. Vice Mayor Clark stated it's called 60/40.

Mayor Mohammed provided Mr. Dix with a copy of a document showing what the Town uses to pay over the course of ten years in order to provide an understanding of this issue. Mayor Mohammed stated the goal is to work within the perimeters of the Town's revenue. Mayor Mohammed stated hopes in resolving this issue over the summer in more meetings with the Fire Department. Mayor Mohammed stated Staff is expected to complete the R.F.Q. for the Auditing Firm to go over the contract in order to figure out where is the Town's money for the lost apparatus as well as other services that have been downsized because of having a triparty contract. Vice Mayor Clark stated the auditors will also review performance in order to find out what the Town actually needs to cover in services. Vice Mayor Clark stated the Commission has to do its job and hoped no one is taking this situation personally, but the Commission has to account for what has happen.

Clerk-Commissioner Wexler stated the Town has been ignored for the last two years and now that the Commission is standing up for the Town's rights everybody is here. The discussion continued. Ms. Lianne Paige, resident of the Town, stated she is a retired resident living in a Town with only eight single family homes of which only two families are working. Ms. Paige stated the two families that are working have a salary that is just above poverty level. Ms. Paige stated the rest of the families living in single family homes in the Town are retired. Ms. Paige stated the families cannot afford to pay any more taxes or fees than what is already being paid. Ms. Paige asked the Commission to go out and bid to get the best price for the Town residents.

Mayor Mohammed stated this item is an update from Staff. In response to questioning by Mayor Mohammed, Clerk-Commission Wexler clarified the Commission was just handed B.S.O.'s response to Hallandale Beach's proposal. Mayor Mohammed stated Staff was directed two months ago to go out and get other prices as well which they are working on currently. Mayor Mohammed stated it is interesting that B.S.O. has the proposal when the Commission did not and the Commission is the governing body.

Mayor Mohammed stated the Commission should have received the information first or at all. In response to questioning by Mayor Mohammed, Attorney Ryan stated Staff has not begun the process. Mayor Mohammed asked Staff to complete the process as soon as possible because of

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plans to have a special over the summer to rank the responses to the bid. Mayor Mohammed suggested completing the process in the coming weeks because a Special will be coming up during the second or third week of July.

Attorney Ryan stated the Special will be on July 11 for the site plan review, but this would be too short of a timeframe to put together an R.F.Q. In response to questioning by Mayor Mohammed, Ms. Joseph stated the developer is paying for this meeting and would like to get this meeting completed as fast as possible. The discussion continued.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, to direct Attorney as soon as possible (A.S.A.P.) to get the requirements out to put this out to bid to get an attorney accounting firm to find out where the money has been, where the money is going, what the Town needs for performance, plus anything else that is requested by the Commissioners to be advertised, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

11. DISCUSSION: Pembroke Park Warehouse – Vice Mayor Clark / Town Manager Levy

Vice Mayor Clark stated Dr. Levy met with the owners of the Pembroke Park Warehouses regarding the Superfund Site. Vice Mayor Clark the Commission does not want to accept anything other than a residential standard for clean-up. Vice Mayor Clark stated there is talk about a clean-up and not just at the Pembroke Park Warehouses but the whole general area.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, directing Staff to notify the Environmental Protection Agency (E.P.A.) that the Town wants to go back to a residential standard of clean-up, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

In response to questioning by Dr. Levy, Mr. Franklin Zemel, a representative of the family that has owned the Pembroke Park Warehouse since notification in 1989 of the problem caused by prior activities at the site. Mr. Zemel stated the E.P.A., in January of this year, concluded a 26 year investigation. Mr. Zemel stated the family finally feels that the E.P.A. understands the contours of the nature and extent of the contamination. Mr. Zemel stated the report indicates

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that the reports which were run in 1991 and 1993 were wrong and the contamination is significantly more widespread than originally thought. Dr. Levy stated the contamination is cleaned-up and is moving to Phase 10 now. Mr. Zemel stated the E.P.A. would like to know the Town's position on the level and extent of the clean-up of this problem.

Vice Mayor Clark stated the Commission has taken a position to help protect and preserve families and residents that live in manufactured housing and Recreational Vehicles (R.V.) in our Town which is how the Town was formed, though our founding families that were mobile homeowners. Vice Mayor Clark stated the Commission wants this cleaned-up to a residential standard in the whole region. Vice Mayor Clark stated the Town does not want to lose part of our homes which is what could happen if this is not cleaned-up properly especially with this new information. Mr. Zemel stated the owner fully concurs in every single way. Mr. Zemel stated the government needs to know what the Town's position is.

Dr. Levy stated just for information that there was a standard called Industrial that sort of is halfway, but the Town does not want halfway instead the Town wants this cleaned-up properly. The discussion continued. Vice Mayor Clark directed the Town Attorney to make sure that the language in the Resolution is very strict. Attorney Ryan restated the motion to notify the E.P.A. that the Town wants the Superfund Site cleaned to the residential standard. In response to questioning by Vice Mayor Clark, Dr. Levy stated what is being shown is the Town and the property owner working together to finally get a resolution on that site.

Dr. Levy stated this is going to be a long term venture to get to residential standards because this is a \$20,000,000.00 project. Dr. Levy provided a brief summary of the work that has to be done in order to clean-up the site. Clerk-Commissioner Wexler stated the Town Attorney has already been directed to have the Commission's position put in writing in the strictest form.

2. DISCUSSION: Forensic Solid Waste Audit – Mayor Mohammed

Mayor Mohammed stated this audit was authorized in April. In response to questioning by Mayor Mohammed, Attorney Ryan stated Staff has the suggestions provided by the auditor company. Attorney Ryan stated these suggestions are going to be incorporated into the package. In response to questioning by Attorney Ryan, Vice Mayor Clark stated this is needed A.S.A.P. at the Special Commission Meeting. In response to questioning by Vice Mayor Clark, Attorney Ryan stated this would take at least six weeks because there has to be time for advertisement, time for Staff to review the proposals, and then make a recommendation to the Commission for the Commission to make a decision. The discussion continued.

In response to questioning by Dr. Levy, Attorney Ryan stated the ultimate decision on the selection cannot be delegated by the Commission. In response to questioning by Dr. Levy, Attorney Ryan affirmed the Town opened this bid previously, but the Town did not receive any proposals before the due date. Attorney Ryan stated one of the auditing companies sent Staff a correspondence stating the company was interested, but needed more information and

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suggested Staff supplement the R.F.Q. with some of the requested information; which Staff can do. Attorney Ryan stated Mr. Larson has some additional information also to add. Attorney Ryan stated Staff can go ahead and advertise to move forward, but there are no dates that are specified and dates are needed for the following reasons: 1) for the responses to be reviewed, 2) time for the committee that the Commission appoints to review the suggestions, and 3) a selection time for the Commission.

In response to questioning by Dr. Levy, Attorney Ryan affirmed the most efficient way would be to combine both the audit of the Fire Contract and the audit of the Garbage Agreement to be voted on at one meeting. The discussion continued. Mayor Mohammed stated the R.F.Q.'s need to be advertised. In response to questioning by Mayor Mohammed, Attorney Ryan stated at least three weeks are needed for publication, about two weeks for the responders to prepare proposals, about a week for Staff to review and evaluate the proposals, and then after six weeks the information will be available for the Town Commission. In response to questioning by Mayor Mohammed, Attorney Ryan stated the Fire Rescue R.F.Q. could be ready by sometime next week.

In response to questioning by Mayor Mohammed, Attorney Ryan affirmed July 7th is an appropriate timeframe for Staff to advertise with the Sun Sentinel and Biznet. Attorney Ryan stated if the R.F.Q.'s are submitted on July 7th, then the first publication date will probably be July 12th and the second on July 19th. Attorney Ryan stated Staff would be able to review those sometime during the last week in July and once the proposals are received then sometime in August the Commission could make the decision. The discussion continued. Attorney Ryan outlined the process by clarifying the bids will be published on July 12th and July 19th, giving the public two weeks to respond providing a delivery date of August 2nd, a week is needed for Staff to review the proposals, and the meeting can be held sometime after August 9th.

Dr. Levy stated Ms. Joseph will contact the Commission to set up a Special after August 9th. Mayor Mohammed stated the Commission will choose a time at the July 11, 2016 meeting in order to receive an update. Mayor Mohammed stated the goal was to have this completed so that the Commission could vote on the issue now. Dr. Levy stated unfortunately the Town did not receive any bids. Attorney Ryan stated the first publication will be on July 12th, the second publication on July 19th, the proposals would have to be received by August 2nd, Staff will review the proposals by August 9th, and then the Commission Meeting can be held after that.

Mayor Mohammed suggested allowing three weeks for the submission of the proposals on the Fire Contract Audit and two weeks for the Waste Management Audit. In response to questioning by Attorney Ryan, Mayor Mohammed stated the R.F.Q.'s will be published at the same time, but Staff will be given an extra week to review the second one. The discussion continued. Ms. Joseph asked Mayor Mohammed to keep in consideration the Budget Hearings in September.

A discussion was held in regards to the dates of the September Budget Hearings. Attorney Ryan stated when it comes to scheduling dates for the Budget Hearings the Town is superseded by both the School Board and the County Commission meaning once the School Board and

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County Commission establish the dates, and then the Town can schedule our dates. The discussion continued.

3. DISCUSSION: Transportation System and Infrastructure Surtaxes Interlocal Agreement – Town Manager Levy / Attorney Ryan

Dr. Levy stated the deadline for cities to vote was on June 24th, however if the Commission does not vote to opt in now the Town cannot take part in the proceeds for the first year. Dr. Levy stated the way the law is written, the Town would have to apply to the Board that is being created to oversee the program in order to opt in after the first year. Dr. Levy stated over 80% of the cities voted for this agreement and so this surtax will be on the ballot. Dr. Levy suggested the Commission vote for the agreement today so the Town could apply to make sure the Town receives a fair share right away if the surtax passes. The discussion continued.

Attorney Ryan read a Resolution rescinding prior Resolutions relating to the imposition of the one cent infrastructure sales tax surtax upon voter approval, approving a compromise sales surtax proposal between participating Broward County Municipalities and Broward County; authorizing the Mayor and Clerk-Commissioner to execute and deliver the transportation system and infrastructure interlocal agreement supporting the County's placement of a 30 year one half cent infrastructure sales surtax and a 30 year one half cent countywide transportation system surtax on the November 8, 2016 General Election Ballot in accordance with the surtaxes interlocal agreement and section 212.055 Florida Statute; providing for distribution of this Resolution; superseding conflicting Resolutions, and providing an effective date.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, to adopt the Resolution was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	NO
MAYOR MOHAMMED	YES

4. DISCUSSION: Special Projects Coordinator – Mayor Mohammed / Vice Mayor Clark

Mayor Mohammed reminded the Commission of the previous discussions regarding the hiring of Ms. Dee Carpenter. In response to questioning by Mayor Mohammed, Dr. Levy provided an update to the Commission about the discussions held with Ms. Carpenter regarding the contract and the role/responsibilities for the position. Dr. Levy stated Attorney Ryan mentioned the Town may have to advertise for the position. Dr. Levy asked the Commission for approval so that Ms. Carpenter can start working for the Town subject to Attorney Ryan's approval of

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legalities. In response to questioning by Commissioner Shoaff, Mayor Mohammed affirmed this is something that is wanted for the Town.

Attorney Ryan stated the approval would be by Resolution. Attorney Ryan suggested verification that retaining this level of a coordinator or grants person can be done without a competitive bid which is the issue that has to be reviewed in order to see if this position falls into the professional services category. Attorney Ryan stated there are certain professional services that can be selected without going out to a competitive bid. Attorney Ryan stated if it is necessary to go to a bid then this issue could be coordinated with the two other projects previously mentioned. Vice Mayor Clark stated this is a position that requires expertise and no one else is going to have the qualifications and the contacts that Ms. Carpenter has.

Attorney Ryan read a Resolution authorizing the Town to make and enter into an agreement with DC Strategies, LLC, subject to Staff approval; authorizing the Mayor and Clerk-Commissioner to execute said agreement for and on behalf of the Town; superseding conflicting Resolutions and providing an effective date. In response to questioning by Vice Mayor Clark, Dr. Levy provided a copy of the contract for the Commission to review (see attached). In response to questioning by Mayor Mohammed, Vice Mayor Clark stated after reviewing the contract with the Town Attorney, the Vice Mayor is "okay with it".

MEETING RECESSED: 3:12 P.M.

MEETING RESUMES: 3:27 P.M.

Mayor Mohammed entertained a motion. A motion by Commissioner Shoaff, seconded by Vice Mayor Clark, to adopt the Resolution was carried as follows:

COMMISSIONER SHOAFF	YES
VICE MAYOR CLARK	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

5. DISCUSSION: Update Florida Department of Transportation (FDOT): 48th Avenue Traffic Light – Vice Mayor Clark / Public Work Director Larson / Town Engineer Kunen

Vice Mayor Clark provided an updated on the meeting held with Secretary O'Reilly.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, that if it comes from Secretary O'Reilly that the Town does not get the traffic light then the Commission and Staff will notify Secretary O'Reilly that the Town is

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going further with this in the protocol and contact the Secretary of Transportation for Florida or National or both, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, stating if the answer comes back “no”, then Mr. Larson would notify the department that the Town is willing to start negotiations in order to come up with a plan to get the light even if the Town has to pay for some of the costs, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

Mayor Mohammed stated if all of the negotiations fail, our new Special Projects Coordinator can find grants for the Town to apply for as well.

6. DISCUSSION: M.P.O. – S.W. 48th Avenue Multimodal Transportation Improvements – Vice Mayor Clark / Public Work Director Larson / Town Engineer Kunen

Vice Mayor Clark provided the Commission with three drawing relating to this item (see attached). Vice Mayor Clark provided an update on a meeting held with West Park. The discussion continued. Vice Mayor Clark stated the problems associated with the bike paths in the streets. Vice Mayor Clark stated a meeting will be held on Friday with West Park addressing issues with the drawings.

In response to questioning by Clerk-Commissioner Wexler, Mr. Larson explained the three drawings of West Park’s proposal in detail. The discussion continued. Mr. Larson summarized the West Park Proposal stating the lanes would be narrowed from 12 feet to 10 ½ feet. Mr. Larson stated the West Park Proposal would like to place the bicycle path next to the 10 ½ feet lane in the street. Mr. Larson stated the Town’s Proposal has a multipurpose path that is raised which is basically a bike path and sidewalk separated from the street by a curb and gutter.

In response to questioning by Clerk-Commissioner Wexler, Mr. Larson affirmed having been down San Simeon Way pass County Line Road on 52nd Avenue because one lane is a full bike lane. Mr. Larson stated that is the basic idea of this proposal because the lanes are wide. In

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response to questioning by Mayor Mohammed, Mr. Larson stated the raised curb will also keep the cars from parking in the bike lane. The discussion continued. Mr. Larson stated the issues that Staff is fighting to protect are 1) not narrowing the lanes down to 10 feet and 2) not having the bicycle paths in the street.

In response to questioning by Commissioner Shoaff, Mr. Larson stated Staff is also proposing putting tables (humps) on the roadway because the tables will force the cars to slow down. Vice Mayor Clark suggested adding brick in some places to also slow down the traffic. Vice Mayor asked for the authority to present a fall back plan. Mr. Larson stated the fall back plan is to lose one foot on the outside of the sidewalk on the Pembroke Park side, one foot out of each lane, and one foot of West Park's sod in order to make this wide enough for a bike path on the West Park side. The discussion continued.

Clerk-Commissioner Wexler stated when M.P.O. came in to present what the M.P.O. thought was a good plan, the Commission objected to certain things because our kids are going down that street and it causes concern. Clerk-Commissioner Wexler stated this is a safety issue that must be in mind when attending these meetings. Dr. Levy stated when the M.P.O. reported the results of that meeting to West Park; a whole different scenario was reported making the Town look like the bad guys. The discussion continued.

In response to questioning by Commissioner Shoaff, Ms. Joseph stated Mr. Wilde announced the name of the person that owns the plant nursery next to the park is named Mr. Hoffman. Commissioner Shoaff stated Mr. Hoffman donated trees to the school in the past. In response to questioning by Vice Mayor Clark, the Commission affirmed satisfaction with the direction Vice Mayor Clark and Staff took regarding the design for the bike lane.

7. DISCUSSION: International Promotions / Businesses – Vice Mayor Clark

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, notifying the Commission that Vice Mayor Clark will be paying his own way to go to Saint-Raphael, Quebec, Canada in August, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

8. DISCUSSION: Sister Cities Conference – Vice Mayor Clark

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Vice Mayor Clark stated Attorney Ryan has ruled that Vice Mayor Clark cannot attend at the Town's expense. In response to comments by Vice Mayor Clark, Attorney Ryan stated Vice Mayor Clark never asked about the Sister Cities Conference. In response to questioning by Vice Mayor Clark, Attorney Ryan stated the Sister Cities Conference is a recognized group that promotes trade and interaction between the municipalities. Vice Mayor Clark stated Ms. Joseph would be attending as well.

Mayor Mohammed entertained a motion. A motion by Commissioner Shoaff, seconded by Vice Mayor Clark, to allow Vice Mayor Clark and Assistant Town Manager Joseph to attend the Sister Cities Conference on behalf of the Town at the Town's expense in an amount not to exceed \$2,500.00 per person, was carried as following:

COMMISSIONER SHOAFF	YES
VICE MAYOR CLARK	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

Vice Mayor Clark stated the conference is going to be held on July 13, 2016 – July 16, 2016 in Washington, DC. Vice Mayor Clark provided a brief summary of the events that will be held at the conference.

Mayor Mohammed entertained a motion. A motion by Commissioner Shoaff, seconded by Vice Mayor Clark, for any Commissioner to go to the Sister Cities Conference and allow a budget of \$2,500.00 per person on behalf of the Town, was carried as follows:

COMMISSIONER SHOAFF	YES
VICE MAYOR CLARK	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

9. DISCUSSION: Solid Waste Disposal Agreement with Sun Bergeron – Public Works Director Larson

Mr. Larson provided a summary of the conversation held with Attorney Ryan in regards to the agreement that the Town has not signed with Sun Bergeron. In response to questioning by Mayor Mohammed, Attorney Ryan stated the original agreement was never executed because Republic Services would not agree to the amendment of the Franchise Agreement between the Town and Republic Services to include language that was suitable for Sun Bergeron to enter into the agreement. Attorney Ryan stated Republic Services would never agree to amend the Franchise Agreement so Staff was not able to move forward. Attorney Ryan stated the agreement was approved back in 2013, but was never executed between the parties because of this reason. In response to questioning by Vice Mayor Clark, Attorney Ryan stated now that

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the Town has a different waste hauler that will be amenable to the terms along with some different terms now.

Mr. Larson stated in other words the new agreement allows for everything that the other one did not allow for; Staff made sure of this in the new contract with Waste Management, Inc. In response to questioning by Commissioner Shoaff, Attorney Ryan affirmed the Commission has to vote on this issue. Attorney Ryan stated a Resolution is needed to approve the agreement. In response to questioning by Mayor Mohammed, Mr. Larson stated Sun Bergeron would have to keep the same pricing that was agreed upon when Sun Bergeron was awarded the bid because the contract agreement was bought out by someone else so the pricing would have to be met as part of the agreement with Federal Regulatory Agencies. In response to questioning by Clerk-Commissioner Wexler, Attorney Ryan stated the Resolution would be subject to approval since Staff does not have the final agreement.

Attorney Ryan stated the prices were established because Sun Bergeron has a Master Agreement with Broward County and some of the other municipalities so the fact that the Town's Agreement changed with a different hauler does not affect the prices that are charged to a facility. Attorney Ryan read a Resolution selecting Sun Bergeron for Solid Waste Services for solid waste disposal and recyclables processing for the Town; authorizing the Town to make and enter into an agreement with Sun Bergeron Solid Waste Services for solid waste disposal and recyclables processing; authorizing the Mayor and Clerk-Commissioner to execute said agreement; superseding conflicting Resolutions and providing an effective date.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, to adopt the Resolution was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

10. DISCUSSION: Raymond P. Oglesby Preserve Lighting Project – Agreement Amendment – Public Works Director Larson / Attorney Ryan

Mr. Larson stated this is in regards to an amendment adjusting the agreement for some additional service due to the reviews and the changes that had to be made based on the comments of the Commission. Mr. Larson provided information to the Commission explaining the amended costs for the additional changes. In response to questioning by Commissioner Shoaff, Mr. Larson affirmed the costs were more. Clerk-Commissioner Wexler stated there is an additional \$5,000.00. Mr. Larson stated Staff negotiated the cost down originally from about \$9,000.00.

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In response to questioning by Vice Mayor Clark, Mr. Larson stated a Resolution to approve the amendment is needed. Attorney Ryan read a Resolution authorizing the Town to make and enter into the additional services agreement with Calvin, Giordano & Associates, Inc.; authorizing the Mayor to execute said additional services agreement for and on behalf of the Town; superseding conflicting Resolutions, and providing an effective date. In response to questioning by Clerk-Commissioner Wexler, Mr. Larson stated Calvin, Giordano & Associates, Inc. had a certain number of meetings included in the previous agreement, but there will not be any additional meeting because the company does not have to come back before the Commission. In response to questioning by Clerk-Commissioner Wexler, Mr. Larson stated the Commission approved the idea at the last Commission Meeting.

In response to questioning by Clerk-Commissioner Wexler, Mr. Larson stated in the agreement after the design is complete there are other meetings in other parts of the original contract for the bid process. Mr. Larson stated each process has its own number of meetings. In response to questioning by Clerk-Commissioner Wexler and Mayor Mohammed, Mr. Larson stated Staff will present any additional information concerning the changes requested by the Commission. The discussion continued. In response to questioning by Mayor Mohammed, Mr. Larson stated in the lighting plan additional outlets will be added to some of the poles and there is power already to the canopy from the other circuit. The discussion continued.

In response to questioning by Mayor Mohammed, Mr. Larson stated conduits for everything including the cameras will be run at the same time. Mr. Larson stated Staff put in an extra two inch line in order to have space for anything that is needed. In response to questioning by Mayor Mohammed, Mr. Larson stated the poles will be fine with the cameras. Mr. Wilde stated unless the Commission changes the design, this should be the last bill regarding the design phase of this project.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Clerk-Commissioner Wexler, to adopt the Resolution was carried as follows:

VICE MAYOR CLARK	YES
CLERK-COMMISSIONER WEXLER	YES
COMMISSIONER COHEN	YES
COMMISSIONER SHOAFF	YES
MAYOR MOHAMMED	YES

12. DISCUSSION: Tree Removal – Asst. Town Manager/Parks Director Wilde

Mr. Wilde provided information to the Commission (see attached). Mr. Wilde stated on the S.W. 48th Avenue side of the Preserve Park there are four invasive lead trees growing into the powerlines, which is presenting a hazard. Mr. Wilde stated Staff has been negotiating with Florida Power & Lights (FPL) over the last few months to try to remove the trees, but FPL was reluctant to do any work on the trees. Mr. Wilde stated after speaking to FPL higher authorities,

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FPL agreed to some pruning, but only if the Town agrees to remove the trees. Mr. Wilde stated the trees do pose a hazard and will grow back into the powerlines.

Mr. Wilde provided a summary of the proposals for the removal of the four lead trees. Mr. Wilde stated Broward County Environmental Protection agrees the trees are not protected trees and should be removed. Mr. Wilde recommended the Town use DynaServ for a costs of \$3,200.00 to remove the four trees. In response to questioning by Commissioner Shoaff, Mr. Larson stated the removal of the dead Royal Palm Tree from the median is already scheduled to be removed and replaced hopefully this week.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, to approve the bid for DynaServ in an amount not to exceed \$3,200.00 as per Mr. Tom Wilde's memorandum to the Town Commission dated June 27, 2016, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

13. DISCUSSION: Emergency Fence Repair – Asst. Town Manager/Parks Director Wilde

Mr. Wilde stated last week there was a car accident at roughly 4:00 A.M. In response to questioning by Clerk-Commissioner Wexler, Mr. Wilde stated a belief that the vehicle was stolen and the driver kicked the window out and ran. Mr. Wilde stated this was a rollover accident that took out one concrete column and just missed one of the live oaks. Mr. Wilde recommended the Town does not replace the column, but instead just replace the green coated vinyl fence.

Mr. Wilde stated the park is actually opened due to that damage. Mr. Wilde stated our standard gate company has already gone and provided an estimate for the Commission to consider. Mr. Wilde stated Staff is recommending that the Town make this emergency repair in an amount not to exceed \$1,080.00 with A.S.A.P. Gate Plus, LLC.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, to approve Mr. Wilde's recommendation or suggestion to use A.S.A.P. Gate Plus, in an amount not to exceed \$1,080.00, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

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Mr. Wilde stated the Town will be going after the insurance company for reimbursement of the damages as well.

14. DISCUSSION: Reading Boxes – Mayor Mohammed

Mr. Wilde stated the Town has acquired four newspaper vending boxes from the Sun-Sentinel. Mr. Wilde stated there is a trend going around where local communities in the United States are putting free open library boxes out for the public. Mr. Wilde provided a brief summary of the program. In response to questioning by Clerk-Commissioner Wexler, Mr. Wilde stated the books are not the issue because the Town has plenty of books. Mr. Wilde stated Staff is trying to jazz up the boxes with decorative wraps.

Mr. Wilde provided a summary of the information gathered through one of the West Palm Beach Children Services Counsel Organizations that has a partnership with someone that is designing wraps. Mr. Wilde stated Staff is in the process of getting that design to take to one of the local sign companies to see if the sign company will be able to contribute and add a decorative veneer on the boxes to be placed throughout the parks. Mr. Wilde stated Staff will have to reengineer the latch because the latch could be a safety hazard; take off the springs and add a simplistic open/close mechanism. Mr. Wilde stated Staff wanted to go with something that was secure and weather proof like a newspaper vending machine. In response to questioning by Clerk-Commissioner Wexler, Mr. Wilde stated funds are not needed right now, but possibly after one sample is completed and the Commission gives input on the project. The discussion continued.

15. DISCUSSION: Authorizing Town Planner to Attend the Florida Chapter of the American Planning Association Annual Conference in an Amount not to Exceed \$1,000.00 – Town Manager Levy

Mayor Mohammed entertained a motion. A motion by Commissioner Shoaff, seconded by Vice Mayor Clark, to allow the Town Planner to attend the Florida Chapter of the American Planning Association Annual Conference in an amount not to exceed \$1,000.00, was carried as follows:

COMMISSIONER SHOAFF	YES
VICE MAYOR CLARK	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

16. DISCUSSION: Approval of Minutes: Commission Workshop and Regular Commission Meetings, May 4, 2016 and May 11, 2016. Recommended for Approval by Assistant Town Manager/Deputy Town Clerk Joseph

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Mayor Mohammed entertained a motion. A motion by Commissioner Shoaff, seconded by Vice Mayor Clark, to approve the minutes, was carried as follows:

COMMISSIONER SHOAFF	YES
VICE MAYOR CLARK	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

17. DISCUSSION: Acceptance of Minutes: Special Meeting of the Planning and Zoning Board, April 28, 2016. Recommended for Acceptance by Assistant Town Manager/Deputy Town Clerk Joseph

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, to accept the minutes for the April 28, 2016, Planning and Zoning Board Meeting, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

18. DISCUSSION: Acceptance of Minutes: Regular Meeting of the Code Enforcement Board, March 24, 2016. Recommended for Acceptance by Assistant Town Manager/Deputy Town Clerk Joseph

Mayor Mohammed entertained a motion. A motion by Commissioner Shoaff, seconded by Vice Mayor Clark, to accept the minutes, was carried as follows:

COMMISSIONER SHOAFF	YES
VICE MAYOR CLARK	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

19. DISCUSSION: Approval of Bills – Finance & Budget Director Rodriguez

Mayor Mohammed entertained a motion. A motion by Commissioner Shoaff, seconded by Vice Mayor Clark, to approve the bills, was carried as follows:

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COMMISSIONER SHOAFF	YES
VICE MAYOR CLARK	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

Mayor Mohammed entertained a motion. A motion by Clerk-Commissioner Wexler, seconded by Commissioner Shoaff, to bring up a non-agenda item, was carried as follows:

CLERK-COMMISSIONER WEXLER	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
VICE MAYOR CLARK	YES
MAYOR MOHAMMED	YES

NON-AGENDA ITEM: Land Banking – Clerk-Commissioner Wexler

Clerk-Commissioner Wexler informed the Commission of the discussion held with Staff in reference to acquiring a realtor regarding land banking. In response to questioning by Clerk-Commissioner Wexler, Attorney Ryan stated the A.J. Ryan Realty Firm cannot handle this issue for the Town. Attorney Ryan stated the Commission has to select a firm. In response to questioning by Clerk-Commissioner Wexler, Attorney Ryan stated Ryan & Ryan, LLC does not have a real estate firm; the real estate firm is separate. Attorney Ryan stated Ryan & Ryan, LLC can perform title services for the Town, but Ryan & Ryan, LLC is not a licensed real estate broker.

In response to questioning by Commissioner Shoaff, Attorney Ryan stated the A.J. Ryan Realty Firm is not affiliated with the Ryan & Ryan, LLC Firm. In response to questioning by Clerk-Commissioner Wexler, Attorney Ryan stated if the Town is interested in making proposals for properties that are already on the market, understanding there is one that the Town is interested in, the Town can submit a proposal for a contract and name the law firm as the purchaser and/or assigned so the contract does not reveal who the actual purchaser is. Attorney Ryan stated the Town can then negotiate the terms and once the terms have been resolved the contract can be assigned to the Town and the Town could move forward with the purchase. Attorney Ryan stated this could be used so that the purchaser's information is not disclosed because sometimes the disclosure may cause the price to be driven up.

Attorney Ryan stated properties that the Town would like to purchase that is not listed with a real estate agent can be handled in the same manner, but can be purchased directly through the property owner. Clerk-Commissioner Wexler stated anonymity is what the Commission is most interested in. In response to questioning by Clerk-Commissioner Wexler, Attorney Ryan stated it is more appropriate for Clerk-Commissioner Wexler to work with Staff to select a property. Attorney Ryan stated once a property is selected then the negotiation process can go

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forth. Attorney Ryan stated eventually the Commission is going to have to make the decision to enter into the contract if the Town wants to buy the property.

Attorney Ryan stated if the Commission has a property of interest and would like to put a proposed contract out pursuant with contingencies that would allow the Commission to get out of the contract without any financial obligation, the Town Attorney's office can do that giving the Town a 30 day inspection period subject to appraisals, etc. Attorney Ryan stated after some of that work is completed and the Town wants to go forward because the property is appropriate and the price is reasonable then Commission's action will be needed at that time. In response to questioning by Clerk-Commissioner Wexler, Attorney Ryan stated a motion was made in a previous meeting to look for a property. In response to questioning by Clerk-Commissioner Wexler, Attorney Ryan affirmed a motion can be made.

Mayor Mohammed entertained a motion. A motion by Clerk-Commissioner Wexler, seconded by Vice Mayor Clark, that Staff can now pursue the property in question, was carried as follows:

CLERK-COMMISSIONER WEXLER	YES
VICE MAYOR CLARK	YES
COMMISSIONER COHEN	YES
COMMISSIONER SHOAF	YES
MAYOR MOHAMMED	YES

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, for a non-agenda item, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

NON-AGENDA ITEM: Farmer's Market – Vice Mayor Clark

Vice Mayor Clark stated the plans to go to Brazil to recognize the Maculele Miami Brazilian Arts Institute, Inc. was canceled. Vice Mayor Clark provided an update on the meeting held with the Maculele Miami Brazilian Arts Institute, Inc. representatives. Vice Mayor Clark stated plans to have a nice promotional ceremony this fall when everyone returned from vacation. Vice Mayor Clark stated plans to still travel to Brazil at a later time. Mayor Mohammed started a discussion regarding the Farmer's Market, vendors, etc.

In response to questioning by Mayor Mohammed, Mr. Wilde stated the proposal had just come in earlier that day. Mr. Wilde stated the proposal has been forwarded to Dr. Levy, Attorney

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Ryan, and Mr. Miller because the proposal has some legal issues the Town has to make sure is taken care of as well as zoning issues. In response to questioning by Mayor Mohammed, Mr. Wilde stated on page three of the document it appears as if the company is putting together a 10,000 seat concert. Mr. Wilde stated Ms. Jasmine Locke with Maculele was asked what is needed from the Town because the Town cannot provide all of the items highlighted on the proposal, so the document has to be changed to a more realistic view of what is wanted and how to do it.

Mr. Wilde stated the farmers are going to bring the shelves and the Town is not going to have to provide anything as the host. Mr. Wilde stated Maculele is proposing the first Saturday of the month for a trial run for three or four months and then assess for additional dates or every other month. Mr. Wilde stated there are some insurance issues. Mr. Wilde stated some of the vendors will be making their own products so Staff has to make sure there are liability waivers for vendors coming in to sign legally stating what is allowed; homemade good versus commercial goods. Clerk-Commissioner Wexler suggested calling the City of Hollywood to find out how the Yellow-Green Farmers Market is handled.

Mr. Wilde stated calls were made to the City of Dania Beach regarding "The Patch" Community Garden. Mr. Wilde stated uncertainty as to whether the Farmer's Market that Clerk-Commissioner Wexler referenced is on the Y.M.C.A. property or the City property. The discussion continued. Mr. Wilde stated the Town would not have to provide the shelves and other items because the vendors can bring pop-up tents, tables, etc.

In response to questioning by Mayor Mohammed, Mr. Wilde stated the Fire Department would have to do a safety inspection with entrance/exit layouts just like during a Special Event. Vice Mayor Clark stated Mr. Larson is supposed to follow up with Mr. Wilde regarding the coordinating of this project into the grant application. Vice Mayor Clark stated the Town has to meet the criteria of the grant application without assuming anymore liability than is needed.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Clerk-Commissioner Wexler, to spend \$1,500.00 for a promotion for the Maculele Farmer's Market Event, was carried as follows:

VICE MAYOR CLARK	YES
CLERK-COMMISSIONER WEXLER	YES
COMMISSIONER COHEN	YES
COMMISSIONER SHOAFF	YES
MAYOR MOHAMMED	YES

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, for a non-agenda item was carried as follows:

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VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

NON-AGENDA ITEM: Commission Chair Replacement – Town Manager Levy

Dr. Levy stated the Commission chairs are over 20 years old. Dr. Levy suggested Staff get a not to exceed \$10,000.00 quote over the summer to cover new chairs and other things that may be needed.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, that Dr. Levy and Staff be allowed to go out and buy chairs in an amount not to exceed \$10,000.00 and other remodeling within that budget, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
CLERK-COMMISSIONER WEXLER	YES
MAYOR MOHAMMED	YES

COMMISSIONER COMMENTS

Vice Mayor Clark stated the Town Attorney said a Commissioner could call in and listen to a meeting if the Commissioner is absent, but cannot vote.

Clerk-Commissioner Wexler stated receiving a rebuttal from B.S.O. of the proposal from another city before the Commissioners got to see the proposal from May is upsetting. The discussion continued. Clerk-Commissioner Wexler stated this cannot happen again.

Since there was no further business, Clerk-Commissioner Wexler made a motion to adjourn. The motion was carried unanimously by voice vote and the meeting was adjourned at 4:33 P.M.

Respectfully submitted,

By: _____
NATASHA JOSEPH
Assistant Town Manager/Deputy Town Clerk

SPECIAL COMMISSION MEETING OF THE TOWN OF PEMBROKE PARK

MONDAY, JULY 11, 2016 - 5:30 P.M.
AMENDED AGENDA

CALL TO ORDER – 6:02 P.M.
PLEDGE OF ALLEGIANCE
ROLL CALL

PRESENT:	MAYOR:	ASHIRA MOHAMMED
	VICE MAYOR:	HOWARD P. CLARK, JR.
	COMMISSIONER:	GEORGINA COHEN
	COMMISSIONER:	EMMA J. SHOAF
	TOWN MANAGER:	ROBERT A. LEVY
	TOWN ATTORNEY:	CHRISTOPHER J. RYAN
	ASSISTANT TOWN MANAGER/ PARK MANAGER:	THOMAS WILDE
	ASSISTANT TOWN MANAGER/ DEPUTY TOWN CLERK:	NATASHA JOSEPH
	DIRECTOR OF PUBLIC WORKS:	TODD LARSON
	TOWN ENGINEER:	PETER KUNEN
	CONSULTANT PLANNER:	MICHAEL MILLER
	B.S.O. LIAISON:	DANZELL BROOKS
	FINANCE & BUDGET DIRECTOR:	GEORGINA RODRIGUEZ
	CODE ENFORCEMENT OFFICER:	JEFFREY LOUIS
	TOWN CONSULTANT	DAVID SIGERSON
ABSENT:	CLERK-COMMISSIONER:	ANNETTE M. WEXLER

10. DISCUSSION: Resolution Supporting Phase 2 of Clean-Up – Attorney Ryan / Town Manager Levy

Attorney Ryan reminded the Commission of the discussion previously held at the last meeting regarding updating the standards for the clean-up of the Petroleum Products site on the north side of Town. Attorney Ryan stated this is a Resolution relating to that clean-up asking the Environmental Protection Agency (E.P.A.) and U.S. Army Corps of Engineers upgrade the standards to residential compliance. Attorney Ryan read a Resolution requiring that the remediation of the former Petroleum Products Superfund Site be made to residential standards; transmitting a copy of this Resolution to the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the U.S. Environmental Protection Agency, Region IV; superseding conflicting Resolutions and providing an effective date.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, to adopt the Resolutions was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAF	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

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2. DISCUSSION: Broward Sheriff's Office Body Worn Camera Program – Town Manager Levy

Dr. Levy stated this has been a discussion with the Sheriff's Office. Dr. Levy stated there are two concerns that Staff has been looking out for 1) the Town does not want a tri-party agreement with West Park and 2) the heavy costs. Dr. Levy stated the Town's total costs would be approximately \$15,000.00 the first year plus our share of the build out for the room that would house the equipment and buying the cameras, then \$28,000.00 a year to maintain all of this. Dr. Levy stated the totally initial costs would be approximately \$43,000.00 the first year. Dr. Levy stated the Commission needs to decide after listening to the presentation whether the Town wants to enter into a partnership with B.S.O., however making sure Pembroke Park's contract is only with B.S.O. and not with West Park, and the percentages are retained.

Mayor Mohammed provided an update regarding a conversation with Captain Jonathan Appel, and what would happen if West Park chose not to pay who would end up absorbing the cost especially if out of the 41 deputies, 19 are assigned to Pembroke Park and the rest are assigned to West Park. Mayor Mohammed stated Captain Appel replied there is no real differential between which officers are actually ours versus West Park's. Mayor Mohammed stated Captain Appel does not know what would happen if West Park chose not to agree to do the cameras. Mayor Mohammed stated BSO needs a commitment letter this week because of the fact the Town pays the County and the County has to give the money back to B.S.O. so action has to be taken on this today.

Sergeant McClure presented a basic overview of the system. In response to questioning by Mayor Mohammed, Sergeant McClure affirmed there will be two cameras per deputy, but a building will not be needed to warehouse the video because the video will be stored on the cloud. Sergeant McClure presented the Tason X 2 Body Camera to the Commission. Sergeant McClure provided a brief history of the three cameras that were tested in December. Sergeant McClure stated the contract was signed in May 2016 with Tason and the contract stipulates that each deputy will get two body cameras for easier logistics during the day. Sergeant McClure stated with the B.S.O. "Take Home Vehicle Program" the Deputy can have a camera with them to and from work. Sergeant McClure stated this will provide more recording time and more of a possibility that the Deputies will have the camera on them when needed. Sergeant McClure stated the purpose of the program is really to enhance the Deputies safety.

Sergeant McClure stated videos help you to see everything and help to show the Deputies prospective on what's really happening making the truth transparent. Sergeant McClure stated B.S.O. wants to improve evidence collection, the trust between the public and B.S.O., increase subject compliance, reduce false claims, possible litigation involving Deputy misconduct, reduce the need for uses of force, and also identify possible training issues in our department. Sergeant McClure stated this includes the cameras and an I-Pod Touch. Sergeant McClure stated the I-Pod Touch is a wireless device that allows the Deputy to communicate with the camera while wearing the camera without wires to add case numbers, metadata, categories regarding time retention schedules for the video recording, live viewer, and at the end of the day the Deputy just docks the camera and walk away.

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Sergeant McClure stated there is also an application (app) on the I-Pod called Xenon Capture which will allow more efficiency from the Deputies by allowing audio statements as well as photographs to be taken. Sergeant McClure summarized the processes the data transfer to storage in the cloud for prosecution all in one electronic case package. Sergeant McClure stated technology is moving forward and will increase safety and efficiency. Sergeant McClure stated the camera gets 12 plus hours of recording time on standby, excellent video, excellent audio, etc. Sergeant McClure provided a summary of the expenses provided in the letter. In response to questioning by Dr. Levy, Sergeant McClure demonstrated where the cameras will be located and how the cameras will be attached. Sergeant McClure stated the expenses previously eluded to covers the storage in the cloud (evidence.com), the licensing, the warranty on all of the cameras, and a hardware replacement every two and a half years, personnel (database management), etc.

Commissioner Cohen stated support of the program 100 % because the bottom line is we have to protect our officers. The discussion continued. In response to questioning by Vice Mayor Clark, Dr. Levy suggested the Commission decided if the Town wants to be part of the program at 40% of the cost because Staff does not know the exact amount with our own individual contract. In response to questioning by Attorney Ryan, Sergeant McClure stated BSO does need the Resolution as soon as possible however the "own individual contract" portion will have to go before the Captain. Dr. Levy stated Staff has already discussed this topic with the Captain and that is what this is supposed to represent.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, stating the Commission is interested in joining the program at 40% of the costs and furthermore that the Town have our own individual contract, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

Vice Mayor Clark stated Mayor Mohammed suggested telling all of the officers that Pembroke Park does support the officers 1000%. The discussion continued. Chief Brooks thanked the Commission and agreed to take those words back to the entire troop in the entire district. Commissioner Shoaff informed Chief Brooks of a problem outside of the gates at Green Acres.

MEETING RECESSED: 6:22 P.M.

MEETING RESUMED: 6:25 P.M.

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1. DISCUSSION: Broward Sheriff's Office Gun Buyback Program – Mayor Mohammed

Mayor Mohammed stated B.S.O. had asked to have a Gun Buy Back. Mayor Mohammed stated the date has been set on August 10, 2016 from 10:00 A.M. to 2:00 P.M. at the Koinonia Worship Center. Chief Brooks invited the entire Commission to come out to participate in the event. Chief Brooks explained why such short notice has been given for the event. Dr. Levy stated the Gun Buy Back Event that was held on the North end of the County in Pompano Beach actually collected 15 guns in one day off of the streets. Chief Brooks stated B.S.O. is trying to increase that number. Chief Brooks stated B.S.O. chose to hold the event at a Church rather than a governmental building because the community may be fearful about coming to the district.

In response to questioning by Mayor Mohammed, Chief Brooks affirmed B.S.O. is having a "Gun Safety" class for children ages 8-14 on Thursday, July 14, 2016 from 6:30 P.M. to 8:30 P.M. by RSVP only. Chief Brooks stated the Community Room only holds about 50-60 people so RSVP; first come first served. In response to questioning by Mayor Mohammed, Chief Brooks agreed to provide the Commission with more information regarding the presentation before the event on Thursday. Vice Mayor Clark stated the body cameras are going to help.

7. DISCUSSION: Annexation – Vice Mayor Clark

Vice Mayor Clark stated the committee has met with the Senator, the Representative, four of the five West Park Commissioners and have plans to meet with the last Commission sometime soon. Vice Mayor Clark asked Attorney Sigerson to explain the seriousness of this situation. Attorney Sigerson stated meetings have been held with our State Senator, our State Representative, the Mayor of West Park, and with three of the four West Park Commissioners. Attorney Sigerson stated a professional opinion based upon all of the conversations from body language, explicit comments, implicit comments, etc. that it is more likely than not likely that they will move forward with something; such as a local bill. Attorney Sigerson stated uncertainty about what form the local bill will take due to the different things that have been heard during the travels.

Attorney Sigerson stated as the Town's Professional Consultant, Attorney Sigerson is going to plan as if this is going to happen because enough has been seen and heard to suggest a need for planning on something happening either this year or the year after this one. Vice Mayor Clark stated the other members of Staff that attended the meetings; Ms. Joseph and Mr. Larson. In response to questioning by Vice Mayor Clark, Ms. Joseph stated a concurrence with what Attorney Sigerson just stated. Ms. Joseph stated something is brewing and the Town need to prepare ourselves. In response to questioning by Vice Mayor Clark, Attorney Ryan stated Helmich Consulting could be retained again.

Attorney Ryan stated an understanding about whether to pay a similar fee like last time; a retainer fee and then a second portion if a local bill was filed. In response to questioning by

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Vice Mayor Clark, Attorney Ryan stated Mr. Helmich could talk to the Town Attorney or Staff in order to discuss the terms to be brought back before the Commission for review and approval at a future date. In response to questioning by Vice Mayor Clark, Attorney Sigerson reminded the Commission of the similar situation that had brewed which Staff had anticipated would come down the road so the retainer was completed quickly because the session was already in session. Attorney Sigerson stated the discussions were a \$5,000.00 retainer in order to have Mr. Helmich available to the Town and assist on other issues.

Attorney Sigerson stated then the amount would go up to \$20,000.00 if a local bill was filed. Vice Mayor Clark clarified the amounts; \$5,000.00 retainer and \$15,000.00 additional if a bill is filed totally \$20,000.00. In response to questioning by Vice Mayor Clark, the Commission agreed on the amounts. In response to questioning by Mayor Mohammed, Attorney Ryan stated a Request for Qualifications (R.F.Q.) is not needed on this. In response to questioning by Mayor Mohammed, Attorney Ryan stated there is no requirement for a competitive bid when retaining lobbyists.

In response to questioning by Vice Mayor Clark, Attorney Ryan stated there are certain professions that are waived including attorneys. The discussion continued. Vice Mayor Clark stated the annexation history blends into the history of the Town so Mr. Miller, Ms. Joseph, and Vice Mayor Clark are going all the way back to 1952 in order to work forward into the 1970's. Vice Mayor Clark stated data is being collected pertaining to both and will be compiled/sorted later. Vice Mayor Clark stated Hollywood Ridge Farms did have a financial problem which the Town of Pembroke Park paid for their liabilities. The discussion continued.

3. DISCUSSION: Sister Cities International Proclamation – Mayor Mohammed

Mayor Mohammed stated everybody has a copy of that. Mayor Mohammed stated the attendance at the Conference on Wednesday of this week. In response to questioning by Mayor Mohammed, Vice Mayor Clark stated the amount set for the conference was \$2,500.00. Mayor Mohammed stated the amount has to be changed. Commissioner Shoaff stated whatever has to be spent because this conference is just like any other conference; bring back receipts to be turned in to Mr. Jose Lopez or Ms. Georgina Rodriguez. The discussion continued.

In response to questioning by Vice Mayor Clark, Dr. Levy stated not to exceed \$4,000.00. Commissioner Shoaff suggested a not to exceed \$5,000.00 because Washington is very pricey. Dr. Levy stated Staff knows that no one is going to take advantage of that amount. Dr. Levy provided an example of the limited spending amounts.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, for whomever to attend the Sister Cities Conference in an amount not to exceed \$5,000.00, was carried as follows:

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VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

Mayor Mohammed entertained a motion. A motion by Commissioner Cohen, seconded by Commissioner Shoaff, to bring up a non-agenda item, was carried as follows:

COMMISSIONER COHEN	YES
COMMISSIONER SHOAFF	YES
VICE MAYOR CLARK	YES
MAYOR MOHAMMED	YES

NON-AGENDA ITEM: Finance Director Reimbursement of Conference Expenses – Town Manager Levy

In response to questioning by Vice Mayor Clark, Mayor Mohammed stated Ms. Rodriguez said the overage amount was \$500.00. Dr. Levy affirmed Mayor Mohammed statement of a \$500.00 overage.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, to reimburse Georgina Rodriguez not to exceed \$500.00 for the trip to Toronto, Canada, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

Mayor Mohammed asked Staff to notify the Commission of situations such as this on in the future so that the motion could be amended. The discussion continued.

4. DISCUSSION: Authorizing the Town to Go Out for Bids for Grant Writing and Administration Services Coordinator – Mayor Mohammed / Vice Mayor Clark

Mayor Mohammed provided an update on bring Ms. Dee Carper on board not only for the service of grant writing, but also for the lobbying services and private public partnership liaison. Mayor Mohammed provided a summary of the conversation held with Ms. Carper regarding the grant writing services and other services provided in Tallahassee as well. Mayor Mohammed stated Ms. Carper has been with the League of Cities for 14 years and an affective grant writer since 1989 as well as a lobbyist. Mayor Mohammed stated Ms. Carper works for

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the State Representative Sharon Pritchett. Mayor Mohammed stated Ms. Carper has sent in a contract, but this contract will have to go out to bid for this position.

Mayor Mohammed stated Mr. Larson has written the bid. Mayor Mohammed stated Ms. Carper needs to be on board as soon as possible (A.S.A.P.) because of the upcoming events for which Ms. Carper has sponsorship for the events. The discussion continued. Vice Mayor Clark stated this item was placed on the agenda, not as an insult but to clarify that all of the Commissioner would like Ms. Carper to be on board. In response to questioning by Commissioner Shoaff, Attorney Ryan stated the original contract was for \$56,000.00 so under our Ordinance anything over \$25,000.00 has to go out for competitive bid. Mayor Mohammed stated the bid has been written up so go out to bid so that the Town can be done with this issue. The discussion continued.

Vice Mayor Clark stated the Town Attorney has ruled the Town has to go out to bid. The discussion continued. Vice Mayor Clark suggested hiring on an interim basis because the position has to go to bid in order not to lose anytime with the person applying. Vice Mayor Clark suggested getting the Town Attorney to write down the dates. In response to questioning by Mayor Mohammed, Mr. Larson stated there are some minor changes.

Mayor Mohammed stated Mr. Larson has written the bid proposal. In response to questioning by Mayor Mohammed, Attorney Ryan stated it will not take long to review Mr. Larson's information. In response to questioning by Mayor Mohammed, Attorney Ryan stated the bid proposal can be published on the 18th and 25th. In response to questioning by Mayor Mohammed, Attorney Ryan affirmed a possible Commission Meeting date between August 8 and August 15. In response to questioning by Mayor Mohammed, Attorney Ryan the publish dates for the other R.F.Q.'s are July 18th and July 25th.

Attorney Ryan suggested having one meeting in order to make all of the selections. In response to questioning by Commissioner Cohen, Mayor Mohammed stated a date was not set as of yet. The discussion continued. Mayor Mohammed clarified Ms. Carper is a Grant Writer / Private Public Partnership (P.P.P.) Liaison a.k.a. Corporate Liaison who has ties for getting the Town sponsorship for a lot of the corporations including Wal-Mart, Target, etc. Ms. Carper will also be lobbying for the Town as a Lobbyist so the job title will not be stated as just a Grant Writer. In response to questioning by Mayor Mohammed, Attorney Ryan affirmed a vote was needed.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, authorizing Staff and the Town Attorney to go out to bid for a Grant Writer plus all of the other details that were given for the Special Projects Coordinator that will follow and track what the other RFQ's to be published on July 18th and July 25 for a meeting sometime in August, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

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5. DISCUSSION: M.P.O. S.W. 48th Avenue Multimodal Transportation Improvements – Vice Mayor Clark / Public Works Director Larson / Town Engineer Kunen

Vice Mayor Clark stated Attorney Sigerson and Staff have been meeting with West Park. Vice Mayor Clark stated another meeting is scheduled on tomorrow at 1:00 P.M. and this issue is very important because this project impacts the traffic light on Hallandale Beach Boulevard, the sidewalks on County Line Road, and the children. Vice Mayor Clark stated at the last Commission Meeting, the Commission approved numbers two and three of the material in the back of the back-up packet (see attached pages 3 of 4 and 4 of 4). Vice Mayor Clark provided a summary of the plan. Vice Mayor Clark stated the existing typical section will not be used because the curb and gutter is not totally acceptable to some people.

Vice Mayor Clark provided an explanation of proposed plan with a bikeway in the street on both sides called a defined bike path, then a little bit of swell, then a five to six foot sidewalk, and everything to the west of this area would be proposed for the future sidewalks because the Town has more right-of-way in certain areas for adjustments. The discussion continued. Vice Mayor Clark stated there is only 50 feet. Vice Mayor Clark stated the plan basically keeps everything the same; adding a bike path to both sides and a sidewalk that can be enhanced down the road. The discussion continued. Vice Mayor Clark explained the gutter in front of the school.

Mayor Mohammed clarified with document was approved and to be entered into the record; a hand drawn copy. The discussion continued. In response to questioning by Mayor Mohammed and Vice Mayor Clark, Mr. Larson stated Staff can request the bumpers be used. Vice Mayor Clark provided an explanation of what Florida Department of Transportation (F.D.O.T.) approved of. Vice Mayor Clark requested Staff makes sure that in next year's budget so much money be put aside to improve. In response to questioning by Ms. Joseph, Mayor Mohammed stated the concept will be the sidewalk with the swell with the bike lane and then the traveling lane.

Vice Mayor Clark clarified the concept will be the street, the bike lane, a swell, then the sidewalk which is the same thing. In response to questioning by Ms. Joseph, Mr. Kunen agreed to amend the document in order to create the new one for the record. The discussion continued. Mayor Mohammed decided to continue discussion for this item later during the meeting.

6. DISCUSSION: International Promotions and Businesses – Vice Mayor Clark / Mayor Mohammed

Vice Mayor Clark provided back-up to the Commission regarding Dr. Prentiss C. Spivey. Vice Mayor Clark stated Dr. Spivey came into the Town and started the Pembroke Park Church of Christ. Vice Mayor Clark provided a summary of a meeting held with Mrs. Carrie Spivey, Ms. Joseph and Vice Mayor Clark. Vice Mayor Clark provided a summary of the touching story told by Mrs. Spivey. Vice Mayor Clark stated this will honor Dr. and Mrs. Spivey, the Pembroke Park Church of Christ, and Pastor Kevin Jones.

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Vice Mayor Clark stated plans to fly to West Africa with Ms. Joseph paying expenses themselves. In response to questioning by Vice Mayor Clark, Ms. Joseph affirmed payment of expenses for Brazil also. Vice Mayor Clark stated Attorney Ryan is going to provide an opinion regarding the donation. The discussion continued.

Mayor Mohammed entertained a motion. A motion by Commissioner Vice Mayor Clark, seconded by Commissioner Shoaff, that the Town supports Vice Mayor Clark and Ms. Joseph going to the City of Buchanan, Liberia in Africa, to present an award and donation of \$5,000.00 to the Dr. Prentiss C. Spivey Elementary and Junior High School with 185 students, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

Mayor Mohammed stated Ms. Carper will hopefully be on board in time to get the supplies for the Town School Supply Drive. Mayor Mohammed suggested taking any leftover supplies to Africa. Ms. Joseph started a discussion in regards to shipping costs. Vice Mayor Clark stated a proclamation will also be taken over to the Pembroke Park Church of Christ after the Sister Cities Conference. Vice Mayor Clark asked all of the Commissioners to attend the presentation. The discussion continued.

Vice Mayor Clark stated plans to visit Pastor Jones' home town in North Carolina in October in order to present a proclamation and key to the city. The discussion continued.

8. DISCUSSION: Authorizing Town Attorney to Attend the Florida Municipal Attorneys Association 35th Annual Conference in an Amount not to Exceed \$1,500.00 – Town Manager Levy

Mayor Mohammed entertained a motion. A motion by Commissioner Shoaff, seconded by Vice Mayor Clark, to let the Town Attorney go to the Annual Conference in an amount not to exceed \$1,500.00, was carried as follows:

COMMISSIONER SHOAFF	YES
VICE MAYOR CLARK	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

Attorney Ryan thanked the Commission for the approval.

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9. DISCUSSION: Five (5) Year Capital Improvement Projects – Vice Mayor Clark / Public Works Director Larson

Mr. Larson provided a copy of the Five Year Capital Improvement Projects Plan. Mr. Larson stated Staff has tried to add everything that was requested by the Commission into the plan. Mr. Larson asked the Commission to review the plan and notify Staff if anything is missing so that the plan could be updated. Mr. Larson stated this plan needs to be approved so that the Town could show FRDAP that the program Mr. Wilde is trying to accomplish is part of the Capital Improvement Plan for the Town. In response to questioning by Ms. Joseph, Mr. Larson stated this plan was previously presented to the Commission when discussions regarding grant applications and the budget process, but was not formally adopted. In response to questioning by Mayor Mohammed, Mr. Larson stated agreed to add underground utility lines into the Capital Improvement Plan.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, to adopt the Five Year Capital Improvement Projects Plan, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

11. DISCUSSION: Temporary Service of Grant Coordinator – Mayor Mohammed / Vice Mayor Clark

In response to questioning by Mayor Mohammed, Vice Mayor Clark suggested inquiring with Attorney Ryan. Mayor Mohammed stated the Commission does not want the Grant Coordinator to appear as a failure because no grants have been procured in two months' time.

12. DISCUSSION: Approval of Bills Over \$500.00 – Finance & Budget Director Rodriguez

Mayor Mohammed stated the Commission received a copy of the Bills over \$500.00.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, to approve the bills over \$500.00, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

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Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, to bring up a non-agenda item, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

NON-AGENDA ITEM: Ethics Training – Mayor Mohammed

Mayor Mohammed stated Attorney Don Lunny has been providing the ethic trainings in Plantation. Mayor Mohammed asked Staff to obtain pricing in order to attend the trainings. Vice Mayor Clark stated the Commission needs the four hour training. Mayor Mohammed suggested Staff obtain the costs associated with the Commission attending the Plantation session or hiring Attorney Lunny to host a session at Pembroke Park. Dr. Levy agreed to ask Attorney Lunny about the request. The discussion continued. In response to questioning by Vice Mayor Clark, Dr. Levy agreed to discuss the costs if any with Attorney Lunny for the training. In response to questioning by Vice Mayor Clark, Dr. Levy stated if the Town Commission goes to O.I.G. for the training there is no costs.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, for the Town to entertain that the Commissioners that need hours towards Ethics Training be allowed to attend Attorney Don Lunny's seminar program or invite Attorney Lunny to come to Pembroke Park and direct Staff to solicit a cost, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

Mayor Mohammed announced the Broward League of Cities Candidates' Forum will be held on Tuesday, August 9, 2016 to meet over 25 candidates that are running for the Florida House and Senate. Mayor Mohammed suggested Commissioners attend in order to build friendly relationships for future uses. Mayor Mohammed provided a copy of the flyer to the Commission (see attached).

Vice Mayor Clark provided an update on the Evaluation Appraisal Report (E.A.R.) that Mr. Miller has been working on with the assistance of Vice Mayor Clark. Vice Mayor Clark stated Attorney Ryan and Mr. Miller will be working with Vice Mayor Clark over the summer on the E.A.R. In response to questioning by Vice Mayor Clark, Attorney Ryan stated this cannot be

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heard until September. Vice Mayor Clark stated the EAR will be ready for discussion in September along with the mobile home issue. In response to questioning by Commissioner Shoaff, Vice Mayor Clark stated you do not have to have a permit to work inside of the mobile home.

Mayor Mohammed provided an example of a preliminary design of the Health Fair flyer completed by Ms. Ramirez (see attached). Mayor Mohammed asked the Commission to review the flyer for suggestions and/or comments. The discussion continued.

Mayor Mohammed stated the Town will be looking to hire another assistant for Ms. Joseph and Mr. Larson. In response to questioning by Commission Shoaff, Mayor Mohammed stated Ms. Joseph is in need of another assistant because to the increased work load on the department.

5. DISCUSSION: M.P.O. S.W. 48th Avenue Multimodal Transportation Improvements – Vice Mayor Clark / Public Works Director Larson / Town Engineer Kunen (CONTINUED)

In response to questioning by Vice Mayor Clark, Attorney Ryan stated the Commission can approve the design “as drawn”. The discussion continued. Vice Mayor Clark provided a copy of the Design Amendment on sheet one of four Section “A” for the Commission to review (see attached).

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, that the Town of Pembroke Park takes the position of approving Section “A” as described on Amendment Sheet 1 of 4, was carried as follows:

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

In response to questioning by Vice Mayor Clark, Mr. Larson stated Staff is going to try to complete some of the right-a-way now. Mr. Larson stated about \$50,000.00 is sufficient. Commissioner Cohen suggested allocating \$70,000.00 for the project.

Mayor Mohammed entertained a motion. A motion by Vice Mayor Clark, seconded by Commissioner Shoaff, for the Town to put aside in 2016-2017 Budget \$100,000.00 for the proposed improvements to make 48th Avenue look very nice outside of the right-of-way on the west side, was carried as follows:

TOWN OF PEMBROKE PARK

SPECIAL COMMISSION MEETING

JULY 11, 2016

VICE MAYOR CLARK	YES
COMMISSIONER SHOAFF	YES
COMMISSIONER COHEN	YES
MAYOR MOHAMMED	YES

Since there was no further business, Commissioner Shoaff made a motion to adjourn. The motion was seconded by Vice Mayor Clark and carried unanimously by voice vote. The meeting was adjourned at 7:18 P.M.

Respectfully submitted,

By: _____
NATASHA JOSEPH
Assistant Town Manager/Deputy Town Clerk

RESOLUTION NO. 97-3-10

A RESOLUTION OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK RELATING TO THE PETROLEUM PRODUCTS CORPORATION SUPERFUND SITE; REQUESTING THAT RESIDENTS AND BUSINESSES NOT BE FORCED TO VACATE THEIR HOMES DUE TO THE SUPERFUND SITE CLEANUP; URGING THE EPA TO IMPLEMENT THE PLAN AS EXPEDITIOUSLY AS POSSIBLE; RECOMMENDING THAT THE EPA NOTIFY THE TOWN, BUSINESSES AND RESIDENTS OF MATTERS CONCERNING THE EPA SITE; REQUESTING ADEQUATE COMPENSATION FOR RESIDENTS AND BUSINESSES WHO DO VACATE; REPEALING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the former Petroleum Products Corporation business location in the Town of Pembroke Park has been declared a Superfund site by the United States Environmental Protection Agency (EPA); and

WHEREAS, the EPA has initiated remedial measures to clean up contaminated soil and water on the Superfund site; and

WHEREAS, the EPA has developed a proposed plan setting forth seven alternative methods which may be implemented to complete the clean-up of the contaminated site; and

WHEREAS, the EPA has requested public comments on the proposed plan to assist in the selection of the appropriate alternative method for use on the contaminated site; and

WHEREAS, the Town Commission has received input from the residents of the Town of Pembroke Park and the Town staff, and desires to convey its recommendations to the EPA.

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

Section 1: That the Town Commission recommends to the EPA that no residents be relocated as a result of the Superfund site cleanup because of the undue hardship it would create.

Section 2: That the Town Commission recommends to the EPA that an immediate, thorough, and complete cleanup of the Superfund site should commence.

Section 3: That the Town Commission recommends to the EPA that the Town staff, businesses, and residents in site vicinity be notified of all construction, scheduling, timetables, engineering methods and practices relating to the cleanup of the Superfund site.

Section 4: That the EPA adequately compensate those residents and businesses who desire to relocate from their homes and businesses, either temporarily or permanently, due to the cleanup operation so that they may continue in a manner consistent with their lifestyle and business prior to the relocation.

Section 5: That the Town Administrator is authorized and directed to forward a copy of this Resolution to the appropriate EPA, Florida Department of Environmental Protection and any other government officials informing them of the Town Commission's comments contained herein.

Section 6: That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 7: That this resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 26th day of March, A.D., 1997.



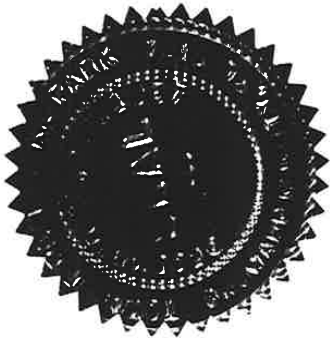
HOWARD P. CLARK, JR.
Mayor-Commissioner

ATTEST:



THERESA CIUMMO
Clerk-Commissioner

CJR/sr
FN13111E
97-3-10.RES



REGULAR COMMISSION MEETING OF THE TOWN OF PEMBROKE PARK

WEDNESDAY, DECEMBER 9, 1998 - 7:00 P.M.

AMENDED AGENDA

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

I. CONSENT AGENDA

1. Approval of Minutes: Workshop Commission Meeting, November 4, 1998.
Recommended for Approval by Deputy Town Clerk.
2. Approval of Minutes: Regular Commission Meeting, November 12, 1998.
Recommended for Approval by Deputy Town Clerk.
3. Reports:
Fire and Rescue: Recommended for Acceptance by Chief Rosier.
Police Report: Recommended for Acceptance by Deputy Town Clerk.
4. Approval of Bills and Investments - Mr. Lehmann
5. A RESOLUTION OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REAPPOINTING AND DESIGNATING BILLIE TUGGLE AND JOHN ZIEMBA AS MEMBERS OF THE TOWN OF PEMBROKE PARK CODE ENFORCEMENT BOARD; PROVIDING FOR THEIR TERM OF OFFICE; REPEALING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE - Attorney Ryan
6. A RESOLUTION OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE TOWN ADMINISTRATOR TO SETTLE, COMPROMISE AND RESOLVE STATEMENTS OF ACCOUNT IN AN AMOUNT UP TO FIVE HUNDRED DOLLARS (\$500.00) FOR EMERGENCY MEDICAL SERVICES PROVIDED BY THE TOWN FIRE AND RESCUE DEPARTMENT; REPEALING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE - Attorney Ryan
7. A RESOLUTION OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ESTABLISHING PROCEDURES FOR PROCESSING PETITIONS FOR CONDITIONAL USE OF PROPERTY LOCATED IN THE RM-16 MEDIUM DENSITY MULTIPLE-FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING FOR APPROVAL BY THE TOWN COMMISSION; REPEALING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE - Attorney Ryan

II. REMARKS FROM THE GENERAL PUBLIC

III. PUBLIC HEARINGS AS SCHEDULED

1. Public Hearing, December 9, 1998, 7:15 p.m., Regarding Official Zoning Map of the Town of Pembroke Park (Third Reading) - Mr. Miller / Attorney Ryan
2. Public Hearing, December 9, 1998, 7:15 p.m., Regarding Proximity of Trailers and Accessory Structures in T-1 District (Second Reading) - Mr. Miller / Attorney Ryan

IV. REGULAR AGENDA

1. DISCUSSION: Regarding Annexation / Senator Geller - Mayor Clark / Town Administrator Levy
2. UPDATE: Public Safety - Vice Mayor Wexler / Deputy Fuller
3. ORDINANCE: Regarding Zoning Variance for Pembroke Gardens, Ltd. (First Reading) - Mr. Miller / Attorney Ryan
4. RESOLUTION: Regarding School Crossings at S.W. 48th Avenue and W. Hallandale Beach Blvd. - Mayor Clark / Attorney Ryan
5. RESOLUTION: Regarding Commitment to Proceed with a Public Safety Complex - Commissioner Lyons / Attorney Ryan
6. ORDINANCE: Amending Code of Ordinances Sections 5-201 thru 5-208 Regarding Graffiti (First Reading)- Attorney Ryan
7. UPDATE: Status Report of Town Projects - Commissioner Shoaff / Mr. Kunen

V. COMMISSIONER COMMENTS

VI. ATTORNEY COMMENTS

VII. TOWN ADMINISTRATOR / PERSONNEL COMMENTS

VIII. EMERGENCY ITEMS

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO INSURE 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 CLERK'S OFFICE AT 966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED, PLEASE CONTACT THE FLORIDA RELAY SERVICE BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD).

REGULAR COMMISSION MEETING OF THE TOWN OF PEMBROKE PARK

WEDNESDAY, DECEMBER 9, 1998 - 7:00 P.M.

AGENDA

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

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5. DISCUSSION: Regarding CanadaFest - Mayor Clark
6. RESOLUTION: Regarding Commitment to Proceed with a Public Safety Complex - Commissioner Lyons / Attorney Ryan
7. ORDINANCE: Amending Code of Ordinances Sections 5-201 thru 5-208 Regarding Graffiti (First Reading)- Attorney Ryan

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**TOWN OF PEMBROKE PARK
COMMISSION MEETING**

AGENDA NUMBER YOU WOULD LIKE TO ADDRESS THE COMMISSION ABOUT:

TRAIN WHISTLING

SUBJECT YOU WANT TO ADDRESS COMMISSION ABOUT UNDER PUBLIC
COMMENTS: _____

NAME: MAINVILLE ANDRE

ADDRESS: 316 MARINE DR
7370 MONETTE

BUSINESS / TITLE: HOME OWNER

PHONE NUMBER: 963-1469

*** PLEASE GIVE COMPLETED FORM TO THE DEPUTY TOWN CLERK, BEFORE
THE MEETING HAS COME TO ORDER.**

**TOWN OF PEMBROKE PARK
COMMISSION MEETING**

AGENDA NUMBER YOU WOULD LIKE TO ADDRESS THE COMMISSION ABOUT:

SUBJECT YOU WANT TO ADDRESS COMMISSION ABOUT UNDER PUBLIC

COMMENTS: _____

_____ *Bad. Smell.* _____

NAME: *Peregrine Tripanier* _____

ADDRESS: *121 W. Lake Shore* _____

BUSINESS / TITLE: *President Compagnie* _____

PHONE NUMBER: *962-6419* _____

*** PLEASE GIVE COMPLETED FORM TO THE DEPUTY TOWN CLERK, BEFORE
THE MEETING HAS COME TO ORDER.**

**TOWN OF PEMBROKE PARK
COMMISSION MEETING**

AGENDA NUMBER YOU WOULD LIKE TO ADDRESS THE COMMISSION ABOUT:

TRANSPORTATION

SUBJECT YOU WANT TO ADDRESS COMMISSION ABOUT UNDER PUBLIC

COMMENTS: re arrow on
Hallendale Blvd.

NAME: Jim Helt

ADDRESS: 356 Truene Ave

BUSINESS / TITLE: _____

PHONE NUMBER: 954-987-3977

*** PLEASE GIVE COMPLETED FORM TO THE DEPUTY TOWN CLERK, BEFORE
THE MEETING HAS COME TO ORDER.**

LAW OFFICES
RYAN & RYAN, P.A.
THIRD FLOOR
700 EAST DANIA BEACH BOULEVARD
DANIA, FLORIDA 33004-3080

ARCHIE J. RYAN, III
TIMOTHY M. RYAN
CHRISTOPHER J. RYAN
ALEXANDRA C. AUSTIN

TELEPHONE (954) 920-2921
FACSIMILE (954) 921-1247

November 30, 1998

The Sun-Sentinel
Classified Advertising Dept.
333 S.W. 12th Avenue
Deerfield Beach, Florida 33442

Attn: Carolyn

Re: Town of Pembroke Park
Variance Request for Pembroke Gardens, Ltd.
Our File No.: 16358E

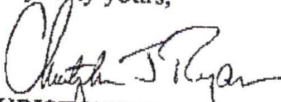
Dear Carolyn:

Enclosed please find a Notice of Hearing for the Town of Pembroke Park which we request that you publish one time in the Sun-Sentinel on Friday, December 4, 1998. The Notice of Hearing may be published in the section of the paper where legal advertisements are placed.

Please forward the publication to our office and the Statement of Account directly to the Town of Pembroke Park. The Town of Pembroke Park's Account Number is 9549664600.

Thank you for your assistance in this matter, and please feel free to contact me if you have any questions regarding same.

Very truly yours,


CHRISTOPHER J. RYAN

CJR/lp
Encl.

cc: Beverly Raddatz

SunSentinel-NotTearPembGardns.Ltd-TownComm.wp.d

LAW OFFICES

RYAN & RYAN, P.A.

FAXE

Third Floor
700 East Dania Beach Boulevard
Dania, Florida 33004

ARCHIE J. RYAN III
TIMOTHY M. RYAN
CHRISTOPHER J. RYAN
ALEXANDRA C. AUSTIN

TELEPHONE (954) 920-2921
FAX (954) 921-1247

FACSIMILE TRANSMITTAL

FILE NUMBER : 16358E
DATE : November 30, 1998
TIME :
SENDER : CHRISTOPHER J. RYAN

TO :
COMPANY/FIRM :
ADDRESS :
FAX NO :

Post-It* Fax Note 7671		Date	# of pages
To	Beverly Paddan		
Co./Dept.	TPP		
Phone #			
Fax #			

TOTAL NUMBER OF PAGES (including this cover sheet): 3

MESSAGE:

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by telephone. Thank you.

TOWN OF PEMBROKE PARK**NOTICE OF HEARING**

NOTICE IS HEREBY GIVEN to all parties that the Commission of the Town of Pembroke Park, Broward County, Florida, is conducting a Public Hearing in the Town Commission Room of the Town Hall, located at 3150 S.W. 52nd Avenue, Pembroke Park, Florida, at 5:00 P.M., on Wednesday, December 16, 1998, or as soon thereafter as same may be heard, to consider the adoption of the following ordinance, the title which reads as follows, to-wit:

"AN ORDINANCE OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO LOTS 22A, 22B, 22C, 23B, 23E, AND 24A, OF HOLLYWOOD RIDGE FARMS, AS RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, GRANTING A VARIANCE TO ALLOW FOR THE REDUCTION IN THE MINIMUM SQUARE FOOTAGE FOR ONE-BEDROOM APARTMENT UNITS FROM THE REQUIRED 750 SQUARE FEET TO 620 SQUARE FEET AND TO ALLOW FOR A REDUCTION IN THE MINIMUM SQUARE FOOTAGE ON TWO-BEDROOM APARTMENT UNITS FROM THE REQUIRED 900 SQUARE FEET TO 872 SQUARE FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE."

The aforesaid Ordinance may be viewed and inspected by the public at the office of the Town Clerk in the Town Hall, at 3150 S.W. 52nd Avenue, Pembroke Park, Florida.

All interested parties may appear at the aforesaid meeting and Public Hearing and be heard with respect to the proposed Ordinance, which appearance may be in person, by counsel, or by letter. All interested parties please take due notice of the time and place of this hearing and govern yourself accordingly.

Any person who decides to appeal any decision of the Town Commission with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERK'S OFFICE AT (954) 966-4600 AT LEAST 2 CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED, PLEASE CONTACT THE FLORIDA RELAY SERVICE BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD).

TOWN OF PEMBROKE P.

By: /s/ Theresa Ciummo
THERESA CIUMMO
Clerk-Commissioner

FN16358E
No\lg-Variations\Town\Comm\PEMBROKEGARDENSLTD.wpd

REGULAR COMMISSION MEETING OF THE TOWN OF PEMBROKE PARK

WEDNESDAY, DECEMBER 9, 1998 - 7:00 P.M.

AMENDED AGENDA

CALL TO ORDER - 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT:	MAYOR:	HOWARD P. CLARK, JR.
	VICE MAYOR:	ANNETTE M. WEXLER
	CLERK-COMMISSIONER:	THERESA CIUMMO
	COMMISSIONER:	JOHN P. LYONS
	COMMISSIONER:	EMMA J. SHOAFF (via telephone)
	TOWN ADMINISTRATOR:	ROBERT A. LEVY
	TOWN ATTORNEY:	CHRISTOPHER J. RYAN
	TOWN ENGINEER:	HERBERT K. KUNEN
	CONSULTANT PLANNER:	MICHAEL MILLER
	DEPUTY TOWN CLERK:	BEVERLY RADDATZ
ABSENT:	NONE	

Mayor Clark announced that State Representative Ken Gottlieb was present in the audience and would be speaking later in the meeting on annexation.

I. CONSENT AGENDA

1. Approval of Minutes: Workshop Commission Meeting, November 4, 1998. Recommended for Approval by Deputy Town Clerk. A motion by Commissioner Lyons, seconded by Commissioner Shoaff, to approve the minutes, was carried as follows:

COMMISSIONER SHOAFF	YES
COMMISSIONER LYONS	YES
CLERK-COMMISSIONER CIUMMO	YES
VICE MAYOR WEXLER	YES
MAYOR CLARK	YES

2. Approval of Minutes: Regular Commission Meeting, November 12, 1998. Recommended for Approval by Deputy Town Clerk. A motion by Commissioner Lyons, seconded by Commissioner Shoaff, to approve the minutes, was carried as follows:

COMMISSIONER SHOAFF	YES
COMMISSIONER LYONS	YES
CLERK-COMMISSIONER CIUMMO	YES
VICE MAYOR WEXLER	YES
MAYOR CLARK	YES

TOWN OF PEMBROKE PARK

REGULAR COMMISSION MEETING

DECEMBER 9, 1998

3. Reports:
Fire and Rescue: Recommended for Acceptance by Chief Rosier.
Police: Recommended for Acceptance by Deputy Town Clerk.

A motion by Commissioner Lyons, seconded by Commissioner Shoaff, to accept the Fire and Rescue and Police Reports, was carried as follows:

COMMISSIONER SHOAFF	YES
COMMISSIONER LYONS	YES
CLERK-COMMISSIONER CIUMMO	YES
VICE MAYOR WEXLER	YES
MAYOR CLARK	YES

5. A RESOLUTION OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REAPPOINTING AND DESIGNATING BILLIE TUGGLE AND JOHN ZIEMBA AS MEMBERS OF THE TOWN OF PEMBROKE PARK CODE ENFORCEMENT BOARD; PROVIDING FOR THEIR TERM OF OFFICE; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE - Attorney Ryan

A motion by Commissioner Lyons, seconded by Commissioner Shoaff, to adopt the Resolution, was carried as follows:

COMMISSIONER SHOAFF	YES
COMMISSIONER LYONS	YES
CLERK-COMMISSIONER CIUMMO	YES
VICE MAYOR WEXLER	YES
MAYOR CLARK	YES

6. A RESOLUTION OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO SETTLE, COMPROMISE AND RESOLVE STATEMENTS OF ACCOUNT IN AN AMOUNT UP TO FIVE HUNDRED DOLLARS (\$500.00) FOR EMERGENCY MEDICAL SERVICES PROVIDED BY THE TOWN FIRE AND RESCUE DEPARTMENT; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE - Attorney Ryan

A motion by Commissioner Lyons, seconded by Commissioner Shoaff, to adopt the Resolution, was carried as follows:

COMMISSIONER SHOAFF	YES
COMMISSIONER LYONS	YES
CLERK-COMMISSIONER CIUMMO	YES
VICE MAYOR WEXLER	YES
MAYOR CLARK	YES

DECEMBER 9, 1998

7. A RESOLUTION OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING PROCEDURES FOR PROCESSING PETITIONS FOR CONDITIONAL USE OF PROPERTY LOCATED IN THE RM-16 MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING FOR APPROVAL BY THE TOWN COMMISSION; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE - Attorney Ryan

A motion by Commissioner Lyons, seconded by Commissioner Shoaff, to adopt the Resolution, was carried as follows:

COMMISSIONER SHOAFF	YES
COMMISSIONER LYONS	YES
CLERK-COMMISSIONER CIUMMO	YES
VICE MAYOR WEXLER	YES
MAYOR CLARK	YES

4. APPROVAL OF BILLS AND INVESTMENTS - Mr. Lehmann

The Commission reviewed the bills over \$500.00 and the list of investments (see attached). In connection with No. 4162 in the amount of \$5,833.03 for cleaning up the area adjacent to Park Lake Estates, Commissioner Lyons asked how much the CSX Railroad was reimbursing the Town for maintaining the rights-of-way. Mr. Kunen explained that the railroad paid the Town \$5,000.00 annually. After ascertaining that the Town had expended approximately \$3,000.00 to date for maintenance, Commissioner Lyons pointed out that there was going to be approximately \$3,800.00 that was not going to be reimbursed to the Town. Mr. Kunen remarked that the Commission agreed to the clean up at a meeting a few months ago. Dr. Levy announced that an additional bill was added to the list and it was an invoice from Attorney Harry Hipler. A motion by Commissioner Lyons, seconded by Commissioner Shoaff, to approve the bills and investments, was carried as follows:

COMMISSIONER LYONS	YES
COMMISSIONER SHOAFF	YES
CLERK-COMMISSIONER CIUMMO	YES
VICE MAYOR WEXLER	YES
MAYOR CLARK	YES

IV. REGULAR AGENDA

1. DISCUSSION: Regarding Annexation/Senator Geller's Bill - Mayor Clark/Town Administrator Levy

Mayor Clark explained that at the Workshop meeting last week, the Commission had received a copy of Senator Geller's Bill to abolish the Town which had done so much for its citizens. Mayor Clark reminded everyone that Senator Forman and then-Representative Geller tried to have the

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Town abolished in 1990, but were defeated. Because the State Legislature determined that all unincorporated areas had to be annexed into a city or form their own cities by 2010, Mayor Clark explained that the Town made its position known that it was open to annexing the surrounding unincorporated areas, but was not willing to be abolished and reformed into a new municipality or annexed into another city. With this as a background, Mayor Clark announced that he and Dr. Levy met yesterday with Representative Gottlieb and he was going to submit an amendment to Senator Geller's Bill that would give the voters of Pembroke Park the right to vote on their future.

Commissioner Lyons read a letter into the record (see attached) that he wrote to Senator Geller and that was faxed to the newspapers yesterday outlining, among other things, the positive financial stability of the Town while providing municipal services to the residents, as well as being the site of new residential and commercial development. Vice Mayor Wexler remarked that it was her belief that the leaders of the surrounding unincorporated areas were happy with the proposed direction of joining Pembroke Park and she questioned why Senator Geller proposed the dissolution of the Town.

Mayor Clark invited Representative Gottlieb to the podium. Representative Gottlieb appeared and remarked, among other things, that he believed that Senator Geller had good intentions and only the language of the Bill was improper. Additionally, Representative Gottlieb mentioned that after hearing from all communities, he had a meeting to arrive at how the wording should be changed and it would be presented to Senator Geller. Representative Gottlieb explained that the amended wording would allow the Town to vote on a Charter change and, if it were approved, the unincorporated areas would vote regarding whether or not to be annexed into the Town with the Charter change. If the Town voted against the Charter change, Representative Gottlieb indicated that the Town would be giving the Legislature the final say about what happened to the Town. In closing, Representative Gottlieb assured everyone that the wording in the current Bill about dissolving the Town would be eliminated.

Since there was no further discussion, Mayor Clark directed that this matter would be on the agenda of the Special Commission Meeting scheduled for December 16th. In response to questioning by Dr. Levy, Representative Gottlieb indicated that a positive endorsement from the Commission tonight would be helpful to the cause. Discussion followed. Mayor Clark passed the gavel to Vice Mayor Wexler and then Mayor Clark made a motion that we support Representative Ken Gottlieb in his amendment of the Bill whereas Pembroke Park will have a choice for their destiny and any abolishment or dissolution is totally eliminated from the Bill. Commissioner Lyons seconded the motion and it was carried as follows:

MAYOR CLARK	YES
COMMISSIONER LYONS	YES
COMMISSIONER SHOAFF	YES
CLERK-COMMISSIONER CIUMMO	YES
VICE MAYOR WEXLER	YES

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III. PUBLIC HEARINGS AS SCHEDULED

1. PUBLIC HEARING: December 9, 1998 - 7:15 P.M. - Regarding Official Zoning Map of the Town of Pembroke Park (THIRD READING) - Mr. Miller/Attorney Ryan

Mr. Michael Miller, Town Consultant Planner, appeared and gave a brief history of the events leading up to the updating of the Town's zoning map. In Mayor Clark's temporary absence, Vice Mayor Wexler opened the Public Hearing. Since there were no comments from the public, Vice Mayor Wexler closed the Public Hearing. Attorney Ryan read the Ordinance on Third Reading relating to Chapter 28 - Zoning by providing for the adoption of the Town's official zoning map. A motion was made by Commissioner Lyons and seconded by Clerk-Commissioner Ciummo to adopt the Ordinance. Mayor Clark returned to the meeting and the motion was carried as follows:

COMMISSIONER LYONS	YES
CLERK-COMMISSIONER CIUMMO	YES
COMMISSIONER SHOAF	YES
VICE MAYOR WEXLER	YES
MAYOR CLARK	YES

2. PUBLIC HEARING: December 9, 1998 - 7:15 P.M. - Regarding Proximity of Trailers and Accessory Structures in T-1 District (SECOND READING) - Mr. Miller/Attorney Ryan

Mr. Miller appeared and mentioned that this Ordinance related to the setback requirements in the T-1 Zoning District and explained that it was learned that permits were being issued by the Building Department for accessory structures to mobile homes with setbacks that conformed to the South Florida Building Code but not to the Town's Code. Mayor Clark opened the Public Hearing. Since there were no comments from the public, Mayor Clark closed the Public Hearing. Attorney Ryan read the Ordinance on Second Reading relating to Chapter 16 - Mobile Homes, Recreational Vehicles and Parks by amending Section 16-75 - Space Between Structures; and relating to Chapter 28 - Zoning by amending Section 28-264 - Proximity of Trailers. A motion was made by Commissioner Lyons to adopt the Ordinance and it was seconded by Commissioner Shoaff. In response to questioning by Mayor Clark, Attorney Ryan reiterated that the provisions of N.F.P.A. were contained in the amendments. The motion was carried as follows:

COMMISSIONER LYONS	YES
COMMISSIONER SHOAF	YES
CLERK-COMMISSIONER CIUMMO	YES
VICE MAYOR WEXLER	YES
MAYOR CLARK	YES

A motion was made by Commissioner Lyons and seconded by Vice Mayor Wexler to have the Ordinance read on Third Reading by title only. Mayor Clark remarked that he wanted to have the Third Reading at another Commission meeting to make sure that people had an opportunity to make their feelings known and he directed this matter to be placed on the agenda of the Special

TOWN OF PEMBROKE PARK

REGULAR COMMISSION MEETING

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Commission Meeting on December 16th. Discussion following during which Dr. Levy pointed out that the vote had to be unanimous in order to have the Ordinance read on Third Reading at this meeting. The motion failed on the following vote:

COMMISSIONER LYONS	YES
VICE MAYOR WEXLER	YES
COMMISSIONER SHOAF	YES
CLERK-COMMISSIONER CIUMMO	YES
MAYOR CLARK	NO

II. REMARKS FROM THE GENERAL PUBLIC

Ms. Pierrette Trepanier of 121 West Lake Shore Drive appeared and reported that there was a bad odor coming from the sewer near her home. Vice Mayor Wexler explained that there was a lift station in that vicinity that, apparently, was causing the bad odor and it was her understanding that Ms. Trepanier was asking for the Town's assistance. Dr. Levy announced that any time someone experienced a problem concerning the lift stations in the Town, they should call the Town's Public Works Department and report it. Vice Mayor Wexler commented that she believed Ms. Trepanier had been hesitant about calling because of a language difference. Dr. Levy announced to the audience and viewing public that the Town had bi-lingual employees who spoke French, Spanish and Japanese and citizens should feel free to call them if they did not feel comfortable speaking in English.

There were additional public comments following Section VII of this Agenda.

IV. REGULAR AGENDA - (CONTINUED)

2. UPDATE: Public Safety - Vice Mayor Wexler/Deputy Fuller

Vice Mayor Wexler announced that Chief Scheff would be presenting the report to the Commission in Deputy Fuller's absence. Chief Scheff explained that Deputy Fuller was not able to be present because she was testifying in a federal bank robbery case and he related the circumstances surrounding the arrests she made. Chief Scheff mentioned that he was contacted by Mayor Clark about the numerous traffic accidents that were occurring in the Town on Hallandale Beach Boulevard from I-95 to Bryan Road. In this regard, Chief Scheff reported that B.S.O. had discovered that approximately 50% of the accidents in south County were occurring in the aforementioned four block area. Additionally, Chief Scheff remarked that B.S.O. was in contact with the Department of Transportation (D.O.T.) because this was a public safety issue and he mentioned that the road was designed poorly. Mayor Clark announced that the D.O.T. called yesterday and expressed the opinion that a traffic light was not needed at S.W. 31st Avenue. Commissioner Shoaff reminded everyone that she submitted the accident reports for this area to the D.O.T. Mayor Clark announced that the Commission now was going to have to speak with Mr. Rick Chesser of the D.O.T. Discussion followed during which Commissioner Shoaff reported that in a six month period there had been approximately 50 serious accidents and more than 50 minor ones and Mayor Clark reported that another tally was done from August to the present and

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the figures were approximately the same. Chief Scheff elaborated on the steps B.S.O. had taken to alleviate the problem and he pointed out that no matter what they did, there was no reduction in the number of accidents in the traffic corridor under discussion and he described the design problems with the road.

Dr. Levy pointed out that there was going to be a traffic problem at Hallandale Beach Boulevard and S.W. 52nd Avenue when the new school and all of the new housing was completed in this area. Discussion continued. Commissioner Lyons pointed out that there were six traffic signals on Hallandale Beach Boulevard through the business district of Hallandale so there was no reason why the Town could not have more traffic lights.

As for serious crimes in the Town, Chief Scheff reported that the figures were down and things were slow. Vice Mayor Wexler announced that there were numerous drop off areas in the Town for toys to be donated by those who could do so. Commissioner Lyons reported that B.S.O., Deputy Fuller and Vice Mayor Wexler delivered approximately 30 food baskets for the Thanksgiving holiday. Commissioner Shoaff commended everyone who contributed to make these programs possible. Dr. Levy discussed the Town's contract with B.S.O. and announced that Sheriff Jenne gave the Town a \$50,000.00 refund when he determined that he did not need the contracted amount from the Town. Mayor Clark reminded everyone that Sheriff Jenne previously had been Senator Jenne from this area and always listened to the Town and the unincorporated areas on any issue, particularly the juvenile justice matter from a few years ago. Discussion continued during which Chief Scheff thanked the Town for the holiday wishes it extended to him.

3. ORDINANCE: Regarding Zoning Variance for Pembroke Gardens, Ltd. (FIRST READING) - Mr. Miller/Attorney Ryan

Mr. Miller appeared and explained that the request for a zoning variance was submitted in connection with a site plan that had been approved by the Commission for the second phase of Pembroke Gardens being built by the Swezey group on S.W. 52nd Avenue. Mr. Miller reported that the zoning variance related to square footage in the one and two bedroom apartments that was less than the Town's requirements and he reminded everyone that the Commission had granted a similar variance to the same developer for the first phase. Mr. Miller announced that the matter was heard last night by the Town's Hearing Examiner, Attorney Harry Hipler, who recommended that the variance be approved (see attached). Mr. Miller indicated that it was his recommendation to approve the variance, as well (see attached).

Attorney Ryan read an Ordinance on First Reading relating to Lots 22A, B, C, 23D, E and 24A, HOLLYWOOD RIDGE FARMS, by granting a variance to allow for a reduction in the minimum square footage for one and two bedroom apartments. A motion by Vice Mayor Wexler, seconded by Commissioner Lyons, to adopt the Ordinance, was carried as follows:

VICE MAYOR WEXLER	YES
COMMISSIONER LYONS	YES
COMMISSIONER SHOAF	YES

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CLERK-COMMISSIONER CIUMMO
MAYOR CLARKYES
YES

The Public Hearing for the Second Reading of the Ordinance was scheduled for December 16, 1998 at the Special Commission Meeting at 5:00 P.M.

4. RESOLUTION: Regarding School Crossings at S.W. 48th Avenue and West Hallandale Beach Boulevard - Mayor Clark/Attorney Ryan

Mayor Clark indicated that this was another D.O.T. matter and that the Principal of Lake Forest Elementary School asked him if anything could be done. Commissioner Shoaff mentioned that there was no school crossing area when her children went to this school approximately 30 years ago and it was needed now more than ever. Attorney Ryan read a Resolution requesting that the Florida Department of Transportation and the Broward County School Board authorize and fund a school crossing at Hallandale Beach Boulevard and S.W. 48th and S.W. 52nd Avenues. Commissioner Shoaff made a motion to adopt the Resolution and it was seconded by Commissioner Lyons. Commissioner Lyons suggested that now that the school was in a district rather than one large area, Mayor Clark or the Town Administrator should contact the Town's representative, Carol Andrews, and some action definitely would be forthcoming. Dr. Levy mentioned that Ms. Andrews was the B.S.O. school liaison and the Town could use her help. Commissioner Shoaff suggested that S.W. 56th Avenue should be included. Commissioner Lyons remarked that there was a light there and Mayor Clark and Dr. Levy pointed out that it could use proper markings. The motion was carried as follows:

COMMISSIONER SHOAFF	YES
COMMISSIONER LYONS	YES
CLERK-COMMISSIONER CIUMMO	YES
VICE MAYOR WEXLER	YES
MAYOR CLARK	YES

5. RESOLUTION: Regarding Commitment to Proceed with a Public Safety Complex - Commissioner Lyons/Attorney Ryan

Commissioner Lyons explained that the developer of the Seneca property had given the Town two acres of land on the site at approximately S.W. 32nd Avenue so that the Town could build a new firehouse at that location. Subsequent to this plan, Commissioner Lyons mentioned that he was contacted by Chief Scheff of B.S.O. about a law enforcement building and he referred him to Vice Mayor Wexler. Commissioner Lyons indicated that the developer was involved and was going to draw plans for a public safety complex that would house both law enforcement and fire and rescue services. Dr. Levy announced that the architect was in the process of drawing up the plans and that Sheriff Jenne and Chief Scheff had submitted their requirements for cells and holding areas. Additionally, Dr. Levy reported that the developer was going to have phase 1 of the public safety complex completed for B.S.O. by July when the Sheriff's current lease on S.W. 30th Avenue expired. In response to questioning by Commissioner Lyons, Dr. Levy indicated

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that the Town's Fire Department had submitted its needs to the architect. Additionally, Dr. Levy mentioned that between the law enforcement and fire and rescue areas of the complex, the Town was asking for a community meeting room and administration area, etc.

The consensus of the Commission was that it was unconscionable that anyone would speak about abolishing the Town when so many positive things were happening here and Commissioner Lyons remarked about how fortunate the residents were to live in a Town where, among other things, the Seneca developer was providing the land and developmental services for a public safety complex. Dr. Levy spoke about the continuing movement west with government buildings and reminded everyone that the Eastward Ho project was underway to revitalize the areas along the I-95 corridor. In this regard, Dr. Levy indicated that they were going to the County to ask that they fund the public safety complex for the citizens of the south County. Based on the foregoing, Commissioner Lyons asked the Commission to adopt a Resolution to move forward on the public safety complex. Attorney Ryan read a Resolution notifying Southern Facilities Development and the Broward Sheriff's Office of the Town's intent to use the two acre tract in the Southern Facilities Development industrial park and requesting an estimate for the cost of the building plans and construction of the fire station. A motion by Commissioner Lyons, seconded by Vice Mayor Wexler, to adopt the Resolution, was carried as follows:

COMMISSIONER LYONS	YES
VICE MAYOR WEXLER	YES
COMMISSIONER SHOAF	YES
CLERK-COMMISSIONER CIUMMO	YES
MAYOR CLARK	YES

6. ORDINANCE: Amending Code of Ordinances Sections 5-201 thru 5-208 Regarding Graffiti (FIRST READING) - Attorney Ryan

Vice Mayor Wexler explained that the Town's existing graffiti ordinance made the business owners responsible for removing graffiti from their buildings but that the amendments to the ordinance would make the law tougher on the business owners as well as those who defaced property with graffiti. Attorney Ryan read an Ordinance on First Reading by title only relating to Chapter 5 - Buildings and Building Regulations relating to graffiti, responsibility for its removal and penalties. A motion by Commissioner Lyons, seconded by Commissioner Shoaff, to adopt the Ordinance, was carried as follows:

COMMISSIONER LYONS	YES
COMMISSIONER SHOAF	YES
CLERK-COMMISSIONER CIUMMO	YES
VICE MAYOR WEXLER	YES
MAYOR CLARK	YES

Mayor Clark announced that the Public Hearing for the Second Reading of the Ordinance was scheduled for January 13, 1999 at 7:15 P.M.

DECEMBER 9, 1998

7. UPDATE: Status Report of Town Projects - Commissioner Shoaff/Mr. Kunen

Commissioner Shoaff deferred to Mayor Clark. Mayor Clark mentioned that the only matter he had to discuss was that he received a request from Park Lake, Inc. about a lot of water on Lake Shore Drive and he referred it to Mr. Kunen. Mr. Kunen explained that he was prepared to improve the drainage to eliminate the flooding and he asked for Commission authorization to do so. Discussion followed during which Mr. Kunen mentioned that it would cost approximately \$3,500.00 to do the work. Commissioner Shoaff made a motion to approve the money to take care of the drainage problem at Park Lake and Vice Mayor Wexler seconded the motion. Mr. Kunen pointed out that this area was a Town road and, therefore, the Town would be maintaining its own street. The motion was carried as follows:

COMMISSIONER SHOAFF	YES
VICE MAYOR WEXLER	YES
COMMISSIONER LYONS	YES
CLERK-COMMISSIONER CIUMMO	YES
MAYOR CLARK	YES

Mayor Clark ascertained that all authorizations and bidding procedures were being followed.

With regard to the utility pole at the corner of Hallandale Beach Boulevard and S.W. 52nd Avenue, Mayor Clark reminded everyone that a few years ago the Commission authorized the payment of funds to have the pole moved and the pole was never moved. Because this was a continuing traffic hazard, Mayor Clark suggested that the Commission adopt a motion or a Resolution to have the Town Administrator get the matter resolved. Dr. Levy reported that he and Mr. Kunen were working on this and that all of the entities involved kept passing the blame on to other companies.

Dr. Levy announced that Mr. Kunen suggested under Town projects that a Resolution be adopted regarding the railroad crossing and the D.O.T. Attorney Ryan read a Resolution authorizing the Town to make and enter into an agreement with the Florida Department of Transportation for maintenance of the 100 foot railroad right-of-way through the Town. A motion by Commissioner Lyons, seconded by Commissioner Shoaff, to adopt the Resolution, was carried as follows:

COMMISSIONER LYONS	YES
COMMISSIONER SHOAFF	YES
CLERK-COMMISSIONER CIUMMO	YES
VICE MAYOR WEXLER	YES
MAYOR CLARK	YES

V. COMMISSIONER COMMENTS

Commissioner Lyons commended Ms. Intihar for the holiday decorations in the Commission Room. Commissioner Lyons extended holiday greetings to everyone and, particularly, wished Commissioner

DECEMBER 9, 1998

Shoaff the best in connection with her upcoming surgery.

Clerk-Commissioner Ciummo reported that there were 54 people last Saturday morning at the Rec Hall in Bamboo Lakes Mobile Home Park to take advantage of the health screenings by Hollywood Medical Center. Dr. Levy mentioned that Mr. Soucy coordinated everything for this event. Vice Mayor Wexler remarked that the medical personnel conducted these health screenings at Lake Villa Apartments, as well. Also, Vice Mayor Wexler mentioned that this was going to be done again in the future and more notice would be given so that more people could participate. Mayor Clark announced that the health screenings were going to be conducted on December 14th at Park Lake Estates and on December 16th at the Preserve and he invited everyone to take advantage of this.

Vice Mayor Wexler urged everyone to try and donate toys for those in need and she listed those places where collection boxes were located. Additionally, Vice Mayor Wexler extended holiday greetings to everyone and she wished Commissioner Shoaff the best on her upcoming surgery.

With regard to the annexation situation, Mayor Clark stressed that the Commission was going to do everything it possibly could to protect the interests of the Town's residents, business people and lifestyle, and would not deal with this matter lightly.

VI. ATTORNEY COMMENTS

Attorney Ryan extended his best wishes to everyone for the holidays and a successful Gator game.

VII. TOWN ADMINISTRATOR/PERSONNEL COMMENTS

Mr. Kunen invited each Commissioner to separately tour each of the 16 projects on which he is working. Dr. Levy pointed out that these were major projects and their value and importance had to be communicated to the Legislature. Also, Dr. Levy indicated that he had visits from those involved in these projects and they were very concerned about the future of their investments and the Town. Dr. Levy urged every mobile home owner or renter, business owner and investor to be concerned about what happened in the future to the Town and he assured everyone that the Town would take whatever steps it could to protect its future. Without chronologically listing each major event and milestone in the Town since he became associated with it in 1988, Dr. Levy informed everyone that the Town's stability had continued upward to the point where those who were in a position to know, recognized the Town as a place to invest, work and live and it was one of the best in the County. When he asked Senator Geller the reason for pushing to have the Town abolished, Dr. Levy explained that he was told that the boundaries of the Town that were picked 40 years ago were the problem. Dr. Levy praised Representative Gottlieb, the League of Cities, the City of Hallandale, the City Managers' Association, the Chamber of Commerce and all other organizations that rallied to the Town's cause and he announced that they were adopting resolutions against Senator Geller and his Bill.

Vice Mayor Wexler concurred that everyone rallied in support of the Town when the contents of Senator Geller's Bill became known and that included the leaders of the unincorporated areas, as well. Further, Vice Mayor Wexler indicated that because of Representative Gottlieb's efforts to date, some of the

DECEMBER 9, 1998

legislators had changed their minds and were opposed to Senator Geller's Bill. Dr. Levy pointed out that Representative Gottlieb, as a new legislator, took a big risk by taking an opposing position to the area's senior legislator.

In connection with the holiday decorations at Town Hall, Dr. Levy announced that Ms. Intihar was responsible for all of it and he commended her for her work.

Following the complaints by the Markowitz family at recent Commission meetings about work being done in Park Lake Estates without permits or not according to the approved plans, Dr. Levy reported that a team, consisting of the Fire Marshall, Fire Chief, Code Enforcement Officers, Building Official and other inspectors and contractors, was sent out to investigate every complaint they made. As a result of their investigation, Dr. Levy announced that a report had been prepared and sent to the Markowitz family today for their review. Mr. Fred Markowitz, who was in the audience, was urged to read the report and contact Dr. Levy about it.

With regard to the lift station that Mr. Calderone had complained about at a prior meeting, Dr. Levy remarked that the Town had to follow bidding procedures and that Messrs. Kunen and Woodbury had been working on it. Mr. Kunen announced that the Town was going to repair the fence at the lift station, redo the electrical wiring for the pump control, overhaul the pump and secure the facility. Dr. Levy expressed concern that someone actually was able to access the sewer system at this location and deposit dog waste directly into it.

Dr. Levy mentioned that Mrs. Raddatz attended a meeting with the Supervisor of Elections and had election information to transmit to everyone for the elections in March. Mrs. Beverly Raddatz, Deputy Town Clerk, reported that the qualifying period for those who planned to run in the March election would begin on January 4, 1999 and would continue until noon on January 19, 1999. Mrs. Raddatz stressed that absolutely no applications could be accepted after this date and time. Dr. Levy mentioned that in order for purposes of consistency, no other clock but Mrs. Raddatz' would be used for timing purposes. Additionally, Mrs. Raddatz informed everyone who was interested in running that they had to pick up candidate information packages from her and fill out documentation. Mrs. Raddatz pointed out that January 18th was a holiday and that the qualifying package contained banking information that had to be completed prior to noon on January 19th and she urged everyone to make sure that they left themselves enough time to meet the requirements. For further election information, Mrs. Raddatz invited people to call her at 966-4600, Ext. 1235. Mrs. Raddatz announced that the filing fee was \$75.00 plus costs and Dr. Levy pointed out that the total could be between \$100.00 and \$150.00 and the fees were non-refundable. Further, Dr. Levy explained that the upcoming Town Commission election was now going to be by Commission seat and, therefore, when someone filed to run, they had to specify what seat they were running for, i.e., A - Ciummo, B - Clark, C - Lyons, D - Shoaff or E - Wexler.

Dr. Levy conveyed to Commissioner Shoaff the thoughts, prayers and good wishes of the Town staff during her upcoming surgery and recuperation.

DECEMBER 9, 1998

II. REMARKS FROM THE GENERAL PUBLIC - (CONTINUED)

Mr. Joseph Holden appeared and thanked the Commission for the clean up work that was done adjacent to the wall at Park Lake Estates. Mr. Holden thanked the Commission and Dr. Levy for contacting Representative Gottlieb about Senator Geller's Bill. Mr. Holden thanked Mayor Clark, Attorney Ryan and Dr. Levy for having the pavement problem resolved on the street in front of Park Lake Estates. Lastly, Mr. Holden expressed his holiday wishes to everyone.

Mr. Jim Hill, a resident of Park Lake Estates at 326 Marine Drive, appeared and asked if anything had been done during the year about the train whistles since it was discussed at a Commission meeting earlier this year. Dr. Levy explained that methods used by other communities was researched and it was learned that they paid upwards of \$35,000.00 to completely enclose the railroad gates in such a way that prevented cars from bypassing them. Once these gates were installed, Dr. Levy was informed that the trains would not have to blow the whistle. In this regard, Dr. Levy reported that it would cost the Town approximately \$50,000.00 to meet the railroad's requirements at the intersection so they would not have to blow the whistle. Because of the exorbitant amount, Dr. Levy indicated that the Town could not afford to do that in this year's budget. Mr. Hill refuted comments made last year by a resident of Park Lake Estates that the Canadian residents wanted the trains to be stopped. Additionally, Mr. Hill explained how the problem of train whistles was handled in Canada and it did not cost anyone anything.

Commissioner Shoaff spoke about her experience with the train whistles since her home was very close to the railroad and, while she concurred about the noise from and length of the train whistles during the night, she pointed out that there was nothing the Town could do about it. Mayor Clark suggested that Attorney Ryan and Dr. Levy should research the matter and report back to the Commission. Vice Mayor Wexler reminded everyone that the Town adopted a Resolution about the train whistles a few years ago.

Mr. Andre Mainville of Park Lake Estates appeared and confirmed Mr. Hill's information about the train whistles in Canada not being allowed to be used between 11:00 P.M. and 6:00 A.M. because each city adopted a resolution prohibiting it. The consensus of the Commission was that things were handled differently in the United States regarding train whistles.

VIII. EMERGENCY ITEMS

None.

Since there was no further business, Mayor Clark adjourned the meeting at 8:50 P.M.

Respectfully submitted,

By: Beverly Raddatz
BEVERLY RADDATZ
Deputy Town Clerk

1 A bill to be entitled an act relating to Broward County; providing for
2 the revision of the Charter of the Town of Pembroke Park; providing
3 for extending the corporate limits of the City of Hollywood; providing
4 for extending the corporate limits of the Town of Pembroke Park;
5 providing for annexation of unincorporated areas within Broward
6 County; providing for referenda; providing an effective date.

7
8 Be It Enacted by the Legislature of the State of Florida:

9
10 Section 1. As of the effective date of this act, Broward County shall have completed a feasibility
11 study of the areas described within this act as South Central Broward County. Broward County
12 shall be responsible for the dissemination of such study to the residents within South Central
13 Broward County.

14
15 Section 2. The governing body of the Town of Pembroke Park shall schedule an election in
16 accordance with the provisions of law relating to elections currently in force in Broward County on
17 March , 2000. The subject of said election shall be a revision of the Charter of the Town of
18 Pembroke Park proposed by the Unincorporated Communities of South Broward, effective
19 September 15, 2002. The proposed revised Charter of Pembroke Park shall, at a minimum, contain
20 equal representation by single member districts for the governing body of the Town of Pembroke
21 Park and the change of name of said municipality. The proposed revision shall be submitted to the
22 Town of Pembroke Park no later than November 1, 1999. Only registered voters residing within the
23 boundaries of Pembroke Park may vote in said election. A mail ballot shall not be used in said
24 election.

25
26 Section 3. Notwithstanding anything contained in Section 2, the revised Charter of Pembroke
27 Park, shall be effective only upon a affirmative vote for annexation into the Town of Pembroke
28 Park, as provided in Section 4.

29
30 Section 4. If a majority of voters voting in the referendum provided in Section 2 vote in the
31 affirmative, a second election shall be scheduled by the Board of County Commissioners of Broward

CODING:

Words stricken are deletions; words underlined are additions

1 County in accordance with the provisions of law relating to elections currently in force in Brow
2 County, in conjunction with the general election of 2000. The subject of said election shall be the
3 annexation of the unincorporated area within South Central Broward as described in this act, into
4 the City of Hollywood or into the Town of Pembroke Park. Only registered voters residing in the
5 unincorporated area within South Central Broward as described in this act, may vote in said electio
6 A mail ballot shall not be used in said election.

7
8 Section 5. If a majority of voters voting in the unincorporated area within South Central
9 Broward as described in this act, vote for annexation into the City of Hollywood, the area described
10 in this act shall be deemed a part of the City of Hollywood on September 15, 2002.

11
12 Section 6. If a majority of voters voting in the unincorporated area within South Central
13 Broward as described in this act, vote for annexation into the Town of Pembroke Park, the area
14 described in this act shall be deemed a part of the Town of Pembroke Park on September 15, 2002.

15
16 Section 7. South Central Broward as herein described shall include all lands bounded on the
17 south by the boundary of Broward County with Dade County, on the east, by the right-of-way
18 forming a part of I-95, on the north, by the inclusion of all the right-of-ways of Pembroke Road and
19 on the west, by the inclusion of all of the right-of-way of State Road 7.

20
21 Section 8. Upon annexation into either the City of Hollywood or the Town of Pembroke Park
22 as re-named; the following shall govern the areas described in this act as to South Central Broward:
23 1) the present land use designation and zoning provided for under the Broward County
24 Comprehensive Plan and Code of Ordinances of Broward County and of Pembroke Park shall remain
25 the law governing the areas provided for in this act. The land use designations and zoning of
26 Broward County and Pembroke Park shall be deemed conforming law; 2) any change of land use
27 designation or zoning shall be accomplished by enactment of the vote of the majority of the full
28 governing body of the municipality plus one; 3) notwithstanding subsections 1 and 2, any use th
29 is legally in existence at the time the areas provided for in this act become a part of any municipality,
30 said use may not be made a prohibited use by any municipality on the property of said use, for as
31 long as the use shall continue, and not be voluntarily abandoned.

CODING:

Words ~~stricken~~ are deletions; words underlined are additions

1 Section 9. Subsequent to the effective date of this act, no annexation by any municipality shall
2 be effective in the area described within this act as South Central Broward.

3
4 Section 10. This act shall take effect upon becoming law.

5
6 h:\wp\socentr2.bil-December 15, 1998

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CODING:

Words stricken are deletions; words underlined are additions

3

LAW OFFICES
RYAN & RYAN, P.A.
THIRD FLOOR
700 EAST DANIA BEACH BOULEVARD
DANIA, FLORIDA 33004-3090

ARCHIE J. RYAN, III
TIMOTHY M. RYAN
CHRISTOPHER J. RYAN
ALEXANDRA C. AUSTIN

TELEPHONE (954) 920-2921
FACSIMILE (954) 921-1247

November 6, 1998

The Sun-Sentinel
Classified Advertising Dept.
333 S.W. 12th Avenue
Deerfield Beach, Florida 33442

Attn: Kerrie

Re: Town of Pembroke Park
Notice of Adoption of Zoning Map
Our File No.: 16272E

Dear Kerrie:

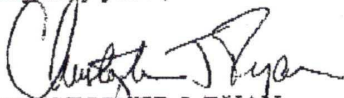
Enclosed please find a Notice of Public Hearing for the Town of Pembroke Park which we request that you have published one time in the Sun-Sentinel on Wednesday, December 2, 1998. Please publish this advertisement as a quarter (1/4) page advertisement with the headline of the advertisement in a type no smaller than 18 point. The advertisement shall not be placed in that section of the newspaper where legal notices and classified advertisements appear.

The map in the enclosed advertisement is the same as the map used in the publication which appeared in the Sun Sentinel on October 27, 1998. Please advise me if you need another copy of the map provided to you for publication of this Notice.

Please forward the publication to our office and the Statement of Account directly to the Town of Pembroke Park. The Town of Pembroke Park's Account Number is 9549664600.

Thank you for your assistance herein.

Very truly yours,


CHRISTOPHER J. RYAN

CJR/lp
Encl.

cc: Beverly Raddatz

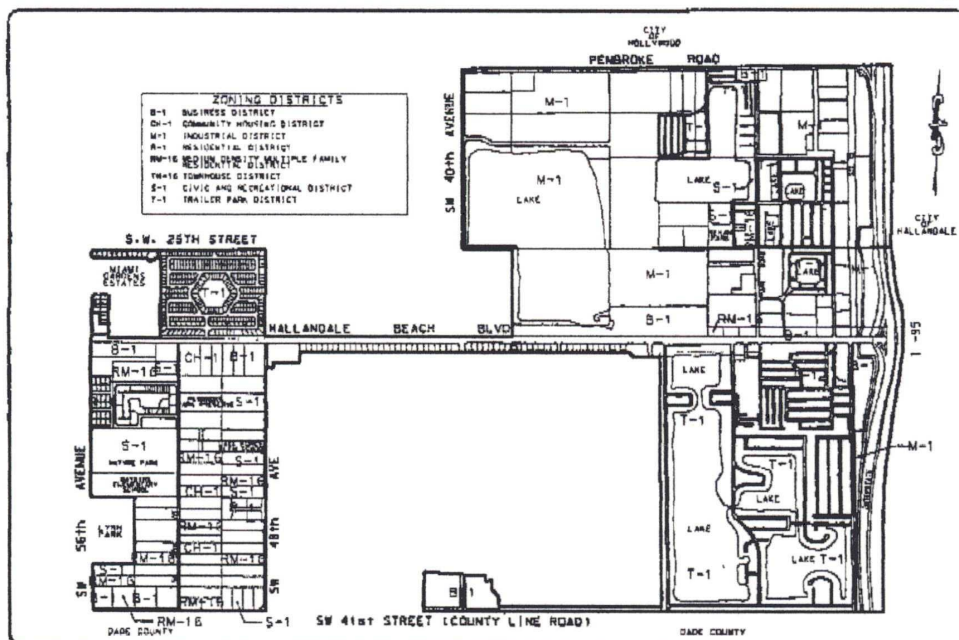
5nnSentinel-Advertisements.wpd

TOWN OF PEMBROKE PARK
PUBLIC HEARING REGARDING
ADOPTION OF ZONING MAP

The Commission of the Town of Pembroke Park, Florida proposes to adopt the following Ordinance:

"AN ORDINANCE OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; PROVIDING FOR ADOPTION OF THE ZONING MAP OF THE TOWN OF PEMBROKE PARK, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE."

A hearing on the Ordinance will be held on Wednesday, December 9, 1998, at 7:15 p.m. or as soon thereafter as same may be heard in the Town Commission Room of the Town Hall, located at 3150 S.W. 52nd Avenue, Pembroke Park, Florida. The property subject to the proposed Ordinance is the entire area of the Town of Pembroke Park as shown in the following diagram:



The aforesaid Ordinance and Zoning Map may be viewed and inspected by the public at the office of the Town Clerk in the Town Hall, at 3150 S.W. 52nd Avenue, Pembroke Park, Florida.

All interested parties may appear at the aforesaid meeting and Public Hearing and be heard with respect to the proposed Ordinance, which appearance may be in person, by counsel, or by letter.

All interested parties please take due notice of the time and place of this hearing and govern yourself

All interested parties please take due notice of the time and place of this hearing and govern yourself accordingly.

Any person who decides to appeal any decision of the Town Commission with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERK'S OFFICE AT (954) 966-4600 AT LEAST 2 CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED, PLEASE CONTACT THE FLORIDA RELAY SERVICE BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD).

TOWN OF PEMBROKE PARK

By: /s/ Theresa Ciummo

THERESA CIUMMO

Clerk-Commissioner

FN 16272E
NotAdoptionOrd-OfficialZoningMap

LAW OFFICES**RYAN & RYAN, P.A.****700 East Dania Beach Boulevard
Third Floor
Dania, Florida 33004**ARCHIE J. RYAN III
TIMOTHY M. RYAN
CHRISTOPHER J. RYAN
ALEXANDRA C. AUSTINTELEPHONE (954) 920-2921
FAX (954) 921-1247**FACSIMILE TRANSMITTAL**

FILE NUMBER	:	16272E
DATE	:	November 9, 1998
TIME	:	
SENDER	:	CHRISTOPHER J. RYAN

TO	:	BEVERLY RADDATZ
COMPANY/FIRM	:	
ADDRESS	:	
FAX NO	:	(954) 966-5186

TOTAL NUMBER OF PAGES (including this cover sheet): 4

MESSAGE: Notice of Adoption of Zoning Map

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by telephone. Thank you.

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR RAILROAD RIGHT-OF-WAY MAINTENANCE; DIRECTING THE MAYOR AND CLERK-COMMISSIONER TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK AND TO AFFIX THE SEAL OF THE TOWN THERETO; REPEALING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the FLORIDA DEPARTMENT OF TRANSPORTATION is responsible for maintaining the 100 foot width railroad right-of-way for the CSX railroad tracks located in the Town of Pembroke Park; and

WHEREAS, the Town has previously entered into an Agreement with the FLORIDA DEPARTMENT OF TRANSPORTATION whereby the Town maintains the railroad right-of-way and is compensated by the FLORIDA DEPARTMENT OF TRANSPORTATION for aforesaid services; and

WHEREAS, the parties desire to enter into an Agreement for the continued maintenance of the railroad right-of-way by the Town of Pembroke Park and desire to prepare an Agreement setting forth the terms, conditions and responsibilities of the parties with respect to the maintenance work by the Town of Pembroke Park.

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

Section 1: That the Town is authorized to make and enter into an Agreement with the FLORIDA DEPARTMENT OF TRANSPORTATION for maintenance of the 100 foot width railroad right-of-way for the CSX railroad tracks located within the Town of Pembroke Park, said Agreement being in the form and content as per the Agreement attached hereto as Exhibit "A", by reference made a part hereof.

Section 2: That the Mayor and Clerk-Commissioner are authorized and directed to executed said Agreement for and on behalf of the Town and to affix the seal of the Town thereto.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same

are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED this 9th day of December, 1998.

HOWARD P. CLARK, JR.
Mayor-Commissioner

ATTEST:

THERESA CIUMMO
Clerk-Commissioner

CJR/lp
PN 19318F
Railroad-Ros

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 16, MOBILE HOMES, RECREATIONAL VEHICLES AND PARKS; AMENDING SECTION 16-75, SPACE BETWEEN STRUCTURES; RELATING TO CHAPTER 28, ZONING; AMENDING SECTION 28-264, PROXIMITY OF TRAILERS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pembroke Park Code of Ordinances provides for a minimum separation distance of ten (10) feet between house trailers in order to ensure the health, safety and well-being of the occupants of the house trailers; and

WHEREAS, the placement of house trailer accessory structures within the ten (10) foot minimum separation distance will allow for additional use of the area in the house trailer lots in the T-1 Trailer Park zoning district without compromising the health, safety and well-being of the occupants of the house trailers.

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

Section 1: That Section 16-75 of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended to read as follows:

"Sec. 16-75. Distance Between Structures.

(a) For the purpose of this section, the term "accessory structure" shall mean any shed, enclosed carport or garage, open carport, covered porch, raised deck, air conditioner unit/pad or similar structure which is constructed for use with a house trailer, but is not used as a living area.

(b) No part of any living area within a house trailer may be placed, constructed or maintained within ten (10) feet of any other living area within a house trailer.

(c) No accessory structure may be placed, constructed or maintained within three (3) feet of a house trailer or accessory structure located on a neighboring house trailer lot, except that a greater distance may be required by the Fire Department regulations.

Page 94 of 171 In addition, any accessory structure thereto, shall be located

within twenty-five (25) of any service building or structure d in connection with the operation or maintenance of a mobile home park.”

Section 2: That Section 28-264 of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended to read as follows:

"Sec. 28-264. Proximity of house trailers.

(a) For the purpose of this section, the term "accessory structure" shall mean any shed, enclosed carport or garage, open carport, covered porch, raised deck, air conditioner unit/pad or similar structure which is constructed for use with a house trailer, but is not used as a living area.

(b) No part of any living area within a house trailer may be placed, constructed or maintained within ten (10) feet of any other living area within a house trailer.

(c) No accessory structure may be placed, constructed or maintained within three (3) feet of a house trailer or accessory structure located on a neighboring house trailer lot, except that a greater distance may be required by the Fire Department regulations.

(d) No part of any house trailer, addition, or accessory structure thereto, shall be located within twenty-five (25) feet of any service building or structure use in connection with the operation or maintenance of a mobile home park."

Section 3: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

Section 4: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not effect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 5: That all Ordinances, parts of Ordinances, Resolutions, parts of Resolutions, in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in force and take effect made upon its passage and adoption.

PASSED AND ADOPTED on First Reading this ____ of December, A.D., 1998.

PASSED AND ADOPTED on Second Reading this ____ day of _____, A.D., 1998.

PASSED AND ADOPTED on Third Reading this ____ day of _____, A.D., 199__.

HOWARD P. CLARK, JR.
Mayor-Commissioner

ATTEST:

THERESA CIUMMO
Clerk-Commissioner

CJR/ap
FN
VTPAORDINANCYTRAILERS-Ord.wpd



Pembroke Park Fire Department

3150 S.W. 52nd AVENUE
PEMBROKE PARK, FLORIDA 33023
(954) 966-4600

JOHN A. ROSIER
Fire Chief

Date: November 30, 1998

To: Mayor Howard Clark, Jr. & Commissioners

For the Town of Pembroke Park

From: John A. Rosier, Fire Chief

Ref.: End of Month Report

Attached you will find the November End Of The Month Report for the Fire Department.

We made a public presentation at Watkins Elementary School.

We did a fire safety talk at Dale Village

Respectfully submitted,

A handwritten signature in cursive script that reads "John A. Rosier".

John A. Rosier,
Fire Chief
JAR/jp

PEMBROKE PARK FIRE RESCUE

MONTHLY REPORT

TO: TOWN COMMISSIONERS

FROM: CHIEF JOHN ROSIER

DATE: November 30, 1998

SHIFT: ALL SHIFTS

=====

DAILY INSPECTIONS & TACTICAL SURVEYS

PUBLIC ASSEMBLY:	NUMBER	HOURS	RESIDENCE	NUMBER	HOURS
MANUFACTURE:	NUMBER	HOURS	EDUCATION	NUMBER	HOURS
STORE/OFFICE:	NUMBER 10	HOURS 16	STORAGE	NUMBER	HOURS
INSTITUTION:	NUMBER	HOURS	INDUSTRIAL	NUMBER	HOURS
SPECIAL:	NUMBER	HOURS	TOTAL:	NUMBER	HOURS

FIRE MARSHALL INSPECTIONS

NUMBER OF INSPECTIONS	62	NUMBER OF REINSPECTIONS	25
NUMBER OF PLAN REVIEWS	4	REVENUE BILLED FOR MONTH	\$4076.00

HYDRANTS: INSPECTED, FLOW TESTED, MAINTAINED NUMBER 10 HOURS 4

WATER RESOURCES: CHECKED FOR ACCESS, PUMPED NUMBER HOURS

SPECIAL ACTIVITIES: DEMOS, FIRE DRILLS, BLOOD PRESSURES,
BUILDING/APPARATUS MAINTANENACE

TYPE OF ACTIVITY	LOCATION OF ACTIVITY	HOURS
Station Maintenance	3150 SW 52 Ave	106
Apparatus Maintenance	3150 SW 52 Ave	82
Blood Pressure	3150 SW 52 Ave	4
Fire Safety Lecture	4901 SW 27 Court	1

RESCUE CALLS

NUMBER OF CALLS 99 NUMBER OF TRANSPORTS 75 NUMBER OF TRAUMA ALERTS 1

STRUCTURE FIRES

DATE	PROPERTY CLASS	ADDRESS	ALARM	VALUE	LOSS	CAUSE	MAN HOURS
10/27	Apt. Complex	5525 SW 40 St	1157	300,000	4,000	cooking on stove	8
10/28	dumpster	5525 SW 41 St	1158				

VEHICLE FIRES

DATE	PROPERTY CLASS	ADDRESS	ALARM	VALUE	LOSS	CAUSE	MAN HOURS
10/3	Auto	So. Broward & I-95	1074	10,000	4,000	mechanical	2
10/26	962	5200 SW 41 St.	1153	8,000	8,000	Unknown	2

OTHER FIRES

DATE	PROPERTY CLASS	ADDRESS	ALARM	VALUE	LOSS	CAUSE	MAN HOURS
11/5	elect, pole	100 W. Lake Shore				short	2

HAZMAT INCIDENTS

DATE	ADDRESS	ALARM	SPILL/LEAK	PRODUCT	U.N.I.D.	CONTAINER TYPE	CAUSE	MAN HOURS
11/4	3031 SW 31 Ave	1176	spill	gasoline			accident	4
11/19	3031 SW 31 Ave	1246	spill	gasoline			overfill	1

MUTUAL AID

DATE	ADDRESS	ALARM	CALL TYPE	AGENCY REQUESTING	AID GIVEN/RECEIVED	MAN HOURS
------	---------	-------	-----------	-------------------	--------------------	-----------

WE RESPONDED TO 25 MUTUAL AID CALLS for a total of 44 Man Hours

TRAINING CLASSROOM & DRILLS

RESCUE & SUPPRESSION: List individual drills and classroom training in the order in which they appear in the following index.

CAPTAINS: Compile individual drills according to the following index providing only the totals in each category.

101 Forcible entry, ropes and portable ext.	105 Fire streams	109 First responder & EMS
102 Ground ladders	106 Fire apparatus	110 Fire prevention & inspection
103 Fire hose practices	107 Ventilation	111 Command procedures
104 Salvage & overhaul	108 Rescue & SCBA	112 Other (describe)

INDEX	DESCRIPTION OF CLASS OR DRILL	CLASS HOURS	DRILL HOURS	TOTAL HOURS
102	Ladder Drill	1	8	9
103	Fire Hose	1	6	7
108	Search & Rescue	1	17	18
108	SCBA	1	17	18
109	EMS Training	16	10	26
112	Area Training	1	17	18

FISCAL YEAR TO DATE REVENUE FROM RESCUE	\$26,277.32
--	-------------

POLICE REPORT

DATE: November 1998

SUBMITTED BY: Beverly Raddatz

PART I: CRIMINAL REPORTS

OFFENSE	REPORTS	ARRESTS
DRUNK DRIVER/PEDESTRIAN	<u>2</u>	<u>3</u>
STOLEN CAR	16	
RECKLESS DRIVING	1	
SUSPICIOUS VEHICLE/ INCIDENT PERSON	112	
FELONY	14	1
MISDEMEANOR	5	2
BREAKING & ENTERING	10	
DISTURBANCE	69	4
HIT & RUN	7	
LARCENY	20	
ASSAULT	12	3
SUICIDE		
SHOOTING		
VANDALISM/ MALICIOUS MISCHIEF	9	
ROBBERY	2	
TRESPASSING	1	
FORGERY-COUNTERFEIT	1	
EMBEZZLEMENT-FRAUD	1	
NARCOTICS	4	3
BEVERAGE VIOLATION		
LARCENY-AUTO PARTS	1	
STOP & INTERROGATE	24	4
STOLEN TAG	39	

PART II: NON-CRIMINAL REPORTS

DESCRIPTION	REPORTS	ARRESTS
ABANDONED VEHICLE	<u>4</u>	
INFORMATION	80	
MENTALLY ILL PERSON	4	
FIRE	9	
ACCIDENT	45	
ALARM	119	
CIVIL MATTER	28	
SICK OR INJURED PERSON	60	
POLICE SERVICE CALL	370	
DEAD PERSON	1	
CALL BACK	6	
MISSING PERSON	2	
A.O.A.	23	28
LOST/FOUND PROPERTY	8	
CONTACT		
OPEN DOOR	3	
LOOSE DOMESTIC ANIMAL	2	
ANIMAL BITE		
SPECIAL DETAIL		
VICE CASE (NON DRUG)	1	

PART IV: FINANCIAL REPORT

PARKING CITATIONS	UNAVAILABLE FROM FINANCE
FINES & FORFEITURES FROM COURT	\$2,167.06
TOTAL MONIES RECEIVED	\$2,167.06

PART III: TOTALS

TOTAL CRIMINAL REPORTS	350
TOTAL NON-CRIMINAL REPORTS	765
TOTAL REPORTS HANDLED	1115
TOTAL ACCIDENTS	45
TOTAL PARKING CITATIONS	2
TOTAL ARRESTS	48

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 5, BUILDINGS AND BUILDING REGULATIONS; PROVIDING FOR DEFINITIONS; PROHIBITING ACTS TO INTENTIONALLY DAMAGE PUBLIC OR PRIVATE PROPERTY; PROHIBITING POSSESSION OF AN AEROSOL SPRAY PAINT CAN UNDER CERTAIN CIRCUMSTANCES; PROVIDING FOR PENALTIES; PROVIDING FOR A REWARD FOR INFORMATION; PROVIDING FOR PROPERTY OWNER RESPONSIBILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR NOTICE TO PROPERTY OWNER; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the presence of graffiti within the Town of Pembroke Park is both unsightly and contributes to a decrease in property values; and

WHEREAS, individuals who apply graffiti, and in the case of minors, their parents, must be responsible for their actions; and

WHEREAS, it is necessary for property owners to promptly remove graffiti from their property in order to maintain the appearance of the Town; and

WHEREAS, the Town Commission desires to adopt an Ordinance relating to graffiti in order to discourage the application of graffiti within the Town and to require property owners to remove graffiti in an expeditious manner.

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

Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 5-201, which section shall read as follows:

"ARTICLE VIII - GRAFFITI PROHIBITED

Sec. 5-201. Definition.

For the purposes of this Article, graffiti shall mean the unlawful application of any drawing, inscription, figure or mark upon any structure, wall, rock, bridge, building, fence, gate, roadway, tree or other real or personal property either privately or publicly owned."

~~Section 1~~ That the Code of Ordinances of the Town of Pembroke Park, Florida, is

hereby amended by adding section, to be numbered 5-202, which section shall read as follows:

"Sec. 5-202. Graffiti Prohibited.

It shall be unlawful for any person to deface, destroy, misuse, injure, or otherwise damage

1

private or public property without the owner's consent, by or through the application of what is commonly known as "graffiti".

Section 3: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 5-203, which section reads as follows:

"Sec. 5-203. Aerosol Spray Paint Cans Prohibited.

It shall be unlawful for any person to have in his or her actual possession any aerosol spray can containing any substance commonly known as paint or containing any other opaque liquid capable of being propelled by the aerosol can while on public or private property, without the consent of the respective owner of such property, in a manner that warrants a justifiable and reasonable alarm or immediate concern for the safety of property in the vicinity. Among the circumstances which may be considered by the enforcement officer in determining whether such alarm or immediate concern is warranted is the fact that the person takes flight upon appearance of an enforcement officer, refuses to identify himself or herself or manifestly endeavors to conceal himself or herself or the can of aerosol spray paint. Prior to any citation being issued to a person for a violation of this division, such person shall be afforded an opportunity by the enforcement officer to dispel any alarm or immediate concern which could otherwise be warranted by requesting him or her to identify himself or herself and explain his or her presence and conduct."

Section 4: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 5-204, which section reads as follows:

"Sec. 5-204. Penalties.

Any act in violation of Sections 5-202 or 5-203 hereof, committed by a minor under the age of 18 years, shall be imputed to that minor's parents or legal guardian. Any individual, including the parent or guardian of a minor, who violates Sections 5-202 or 5-203 shall be liable for the payment of any civil fine in an amount not to exceed \$500.00 and the expense of restoration."

Section 5: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 5-205, which section reads as follows:

"Sec. 5-205. Reward for Information.

Any person who shall provide information which leads to the actual payment of a fine by

a violator of Section 5-202, is entitled to receive from the Town: reward up to \$500.00. The Town Administrator, or his designee, shall determine whether a particular reward shall be divided among persons based on the information provided and the number of persons providing it, but in no

event shall the total reward relating to a particular violation exceed \$500. No person employed by the Town shall be eligible for such reward."

Section 6: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 5-206, which section reads as follows:

"Sec. 5-206. Property Owner Responsibility.

It shall be unlawful for any person, firm, public agency or utility owning, or acting as manager or agent for the owner of private property, to permit the application of or fail to remove any graffiti from the property within ten (10) days of receipt of notice from the Town to remove such graffiti. If graffiti contains words, phrases, or drawings deemed to be lewd or obscene, or containing messages that evidence prejudice based on color, ethnicity, ancestry, religion, sexual orientation, or national origin, the person, firm, public agency, or utility owning, or acting as manager or agent for the owner of the property, shall be required to remove such graffiti from the property within three (3) days of receipt of notice from the Town. When removing graffiti, the person, firm, public agency, or utility owning, or acting as manager or agent for the owner of the property, is required to use paint that is similar to or approximates the existing color of the structure. If the person, firm, public agency or utility owning, or acting as manager or agent for the owner of such property fails to remove the graffiti timely, the Town may cause the graffiti to be removed and charge the property owner for the expenses incurred. If necessary, the Town may sue in a court of competent jurisdiction to recover such expenses."

Section 7: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 5-207, which section reads as follows:

"Sec. 5-207. Enforcement.

The Broward County Sheriff's Deputies and Town code enforcement officers are hereby authorized to enforce the provisions of this section, including the issuance of notices to appear and notices required under Section 5-208 below."

Section 8: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 5-208, which section reads as follows:

"Sec. 5-208. Notice to Property Owner.

Whenever the Town becomes aware of the existence of fire or other unsightly condition(s) on any property, including structures or improvements within the Town, a code enforcement officer or a Deputy Sheriff shall give, or cause to be given, notice to the property owner

and/or owner's agent or manager to remove such graffiti or other unsightly condition(s) therefrom. Such notice shall also be in writing in a form acceptable to the Town Administrator and the Town Attorney.

Such notice shall be given to the owner and if the owner is not in possession of the property, such notice shall be given to the occupant or person in possession of the premises described in the notice; and such notice shall be personally delivered, or shall be deposited in the United States mail at Pembroke Park, Florida, postage prepaid, addressed to the person or persons designated at their last known address; and if no address is known or made known to the officer, then to general delivery, and a copy of such notice shall be posted in a conspicuous place upon the property. In the absence of fraud, no error or mistake in the sending of a notice, and no failure on the part of any property owner or any other person to receive the same shall in any way affect the validity of the proceedings, provided the person mailing or posting such notice files an affidavit of mailing or posting."

Section 9: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

Section 10: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not effect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 11: That all Ordinances, parts of Ordinances, Resolutions, parts of Resolutions, in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 12: That this Ordinance shall be in force and take effect made upon its passage and adoption.

PASSED AND ADOPTED on First Reading this ____ of December, A.D., 1998.

PASSED AND ADOPTED on Second Reading this ____ day of _____, A.D., 1998.

PASSED AND ADOPTED on Third Reading this ____ day of _____, A.D., 199__.

HOWARD P. CLOK, JR.
Mayor-Commissioner

ATTEST:

THERESA CIUMMO
Clerk-Commissioner

CJR/lp
FN16369E

V:\P\ORDINANC\GraffitiOrd

**TOWN OF PEMBROKE PARK
PURCHASE ORDERS-DECEMBER 1998**

P.O. #	Vendor	Merchanidise/Service/Supplies	Dept.	Amount	Budget Approved	No Budget Approval Trsf Req.
4170	Jane Carroll-Supr of Elections	Referendum Charges 11/98 Election	Adm	943.94		X
4164	Digger O'Toole	Behan Pk-SW 25th Street Seal & Recoat	Parks	990.00	X	
4163	Digger O'Toole	SW 31st Ave-So of Pembroke Road-Regrade base-recoat	S/R SubTotal	3,847.50 4,837.50	X	
4162	Mitchell Tourino	DOT Railroad Corridor adj to Park Lake Estates	S/R	5,833.03		X
4152	Broward County	Repair of Pump on Eninge 27	Fire	2,456.76	X	
4129	Broward County	D.N.R.P. Annual Svc Charge	Non-Dept SubTotal	755.17 3,211.93	X	
4143	Millward & Co.	Auditing Services Rendered	Finance	11,770.00	X	
4134	Millward & Co.	Auditing Services Rendered	Finance	1,700.00 13,470.00	X	
4144	Republic Security	Interest on Note	Debt Svc	4,886.57	X	
4106	Sanders Co.	S.W.24th St Stormwater Pump Station	Drainage	14,205.00	X	
4108	Sanders Co.	Behan Park Stormwater Pump Station	Drainage	13,885.00	X	
4109	Sheridan Constr.	S.W. 30th Ave-Phase I	Drainage	4,800.00	X	
4172	Craig A. Smith & Associates	Site Plans,Zoning Items,Maps, Miscellaneous Prof. Serv 10/24 thru 11/20/98	Planning	10,246.00	X	
4173	Craig A. Smith & Associates	Bryan Road Survey 10/1-10/31	Devel SubTotal	1,172.50 11,418.50	X	
		TOTAL FOR APPROVAL		77,491.47		
		ADDENDUM				
4195	Self & Associates	Image Navigator Program for Code,Admin (Signs), Bldg.	Admin	1,295.00	X	
4191	Sheridan Constr.	Demolition of Myers House	Lien	7,800.00		X
4196	J.M. Field Marketing	Employee Service Awards	Admin	1,202.15	X	

**TOWN OF PEMBROKE PARK
PURCHASE ORDERS-DECEMBER 1998**

4198	Sun-Sentinel	Adv-PP Gardens/Finance	Fin/Dev	649.25	X	
4200	Richard Rubin	Unified Loc Mitigation -Bro Cty	Planning	15,000.00	X	
4199	Republic Security	Prin/Int Payment on Amb. Note	Rescue	3,451.81	X	
4201	Ja-Mar Industries	4000SE Lazer Printer	Finance	1,175.00	X	
4202	Self & Associates	Upgrade Server	Admin	3,495.00	X	
		Total for Approval-Dec, 1998		111,559.68		

**TOWN OF PEMBROKE PARK
CHECK REQUEST-DECEMBER 1998**

#	P.O.#	Vendor	Merchandise/Service/Supplies	Dept.	Amount	Budget Approved	No Budget Approval Trsf Req
1	4170	Jane Carroll-Supr of Elections	Referendum Charges 11/98 Election	Adm	943.94		X
2	4164	Digger O'Toole	Behan Pk-SW 25th Street Seal & Recoat	Parks	990.00	X	
3	4163	Digger O'Toole	SW 31st Ave-So of Pembroke Road-Regrade base-recoat	S/R SubTotal	3,847.50 4,837.50	X	
4	4162	Mitchell Tourino	DOT Railroad Corridor adj to Park Lake Estates	S/R	5,833.03		X
5	4152	Broward County	Repair of Pump on Eninge 27	Fire	2,456.76	X	
6	4129	Broward County	D.N.R.P. Annual Svc Charge	Non-Dept SubTotal	755.17 3,211.93	X	
7	4143	Millward & Co.	Auditing Services Rendered	Finance	11,770.00	X	
8	4134	Millward & Co.	Auditing Services Rendered	Finance	1,700.00 13,470.00	X	
9	4144	Republic Security	Interest on Note	Debt Svc	4,886.57	X	
10	4059	Lason Systems	Microfilming process for Archives	Adm	553.39	X	
11	3005	Sanders Company	Upgrade of Lift Station #14	Sewer	19,800.00	X	
12	4109	Sheridan Constr.	S.W. 30th Ave-Phase I	Drainage	4,800.00	X	
13	4172	Craig A. Smith & Associates	Site Plans,Zoning Items,Maps, Miscellaneous Prof. Serv 10/24 thru 11/20/98	Planning	10,246.00	X	
14	3001	Craig A. Smith & Associates	HBB-Forcemain Phase II	Drainage	9,678.00	X	
15	4173	Craig A. Smith & Associates	Bryan Road Survey 10/1-10/31	Devel SubTotal	1,172.50 21,096.50	X	
16	4051	Artworks of Florida	Uniforms for Firefighters TOTAL FOR APPROVAL	Fire	2,229.25 81,662.11	X	
17	4195	Self & Associates	Image Navigator Program for Code,Admin (Signs),Bldg.	Admin	1,295.00	X	
18	4191	Sheridan Constr.	Demolition of Myers House	Lien	5,000.00		X
	4198	Sun-Sentinel	Advertisements-Finance &	Fin/Dev	649.25	X	

12/8/98APPROVAL FORMS

Page 113 of 171

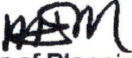
**TOWN OF PEMBROKE PARK
CHECK REQUEST-DECEMBER 1998**

			Pemb Pk Gardens				
	3008	Fla Municipal	2nd Installment of Gen'l, Auto	All	20,053.00	X	
		Insurance Trust	Property & w/Comp Ins				
	4200	Richard Rubin	Unified Loc Mitigation-Bro Cty	Planning	5,000.00	X	
	4199	Republic Security	Princ/Int Pymt on Ambulance	Rescue	3,451.81	X	
	4201	Ja-Mar Industries	4000SE Lazer Printer	Finance	1,175.00	X	
	4202	Self & Associates	Upgrade Server	Admin	3,495.00	X	
			Total for Approval-Dec, 1998		121,781.17		

MEMORANDUM

CRAIG A. SMITH AND ASSOCIATES, INC.
1000 WEST McNAB ROAD
POMPANO BEACH, FL 33069
(954) 782-8222
FAX 786-8927

To: Town Commission
Town of Pembroke Park

From: Michael Miller, AICP 
Vice President/Director of Planning
Consultant Town Planner

Date: December 07, 1998

Subject: Conditional Uses - Approval Process
RM-16 (Multiple Family Residential District)
CAS Project No. 96-0291

Issue

Section 28-122 of the Town's Code of Ordinances permits the operation of Nursery Schools or Child Centers in an RM-16 Zoning District subject to Conditional Approval from the Town Commission. The Town's Code does not contain specific requirements for the processing and approval of an application for Conditional Uses in the RM-16 Zoning District or any other district.

Background

The purpose for requiring "Conditional Approval" of particular uses is to allow for the development of a particular type of use which has been determined to be desirable to the orderly development of a community and for public convenience or welfare, but which, because of their particular characteristics or area requirements, should be given individual consideration with respect to adjacent property.

During preparation and adoption of the Town's RM-16 Zoning District Regulations in 1997, the Town of Pembroke Park determined that it would be desirable to conditionally permit the operation of Nursery Schools or Child Care Centers in the RM-16 Zoning District subject to compatibility with adjacent or abutting properties. Therefore, Section 28-122 of the Town's Code of Ordinances, entitled "Conditional Uses" conditionally permits the operation of Nursery Schools or Child Centers subject to the procedures and requirements provided elsewhere in the chapter.

Recently CAS reviewed an application which had been submitted to the Town for a Conditional Use to allow for the operation of a Child Care Center in an RM-16 zoning district. CAS has reviewed the Town's Code and has found that Chapter 28 of the Town's Code is silent with respect to the minimum requirements for the application/processing of Conditional Uses.

Chapter 28 of the Town's Code contains the following provisions for the processing of the following relatively similar applications requiring individual review of particular proposed uses in other zoning districts:

- **"Special Permits" (Commercial Uses)** - Section 28-188 contains the requirements for applications for "Special Permits" to allow the operation of certain uses in the commercial zoning districts, which may not be universally compatible (due to the potential to generate additional traffic, noise, conflicting hours of operation etc...) with existing uses typically adjacent to commercial zoning districts (i.e. residential areas, schools, recreation areas, or other less intense commercial uses, etc). An application for a "Special Permit" is required to be reviewed the Town's Planning and Zoning Board and ultimate approval lies with the Town Commission at a duly advertised Public Hearing.
- **"Uses Requiring Approval" (Industrial Uses)** Section 28-212. Entitled "Uses Requiring Approval" requires individual review of proposed industrial uses which may have the potential of generate significant negative impacts upon abutting properties. An application for a "Use Requiring Approval" is required to be reviewed by the Town Building Official and ultimate approval lies with the Town Commission at a Public Hearing.
- **"Zoning Variances"** (All zoning districts) Section 28-55 contains provisions for the processing of "Variances" (applications for relief from the requirements of the Town's Zoning Code based upon evidence of undue hardship). An application for a Variance is required to be reviewed by the Town's Hearing Examiner and ultimate approval lies with the Town Commission at a duly advertised Public Hearing.

Common to all three (3) applications above is a substantial amount of public involvement in the review and approval of each application. In order to facilitate adequate notice to owners of adjacent or abutting property, in each of the above referenced applications, the applicant

is required to submit a list of all owners of real property within 300 feet of the boundaries of the property on which the particular use will be located. Upon submittal of this list, a notice listing the dates of the public hearings at which the proposed applications will be heard by the Town Commission is mailed to all owners of adjacent or abutting property. In addition to the above requirements each of the applications is required to be published in a newspaper of general circulation prior to the public hearing before the Town Commission.

Of the three application types listed above, the application scenario most similar to the conditional use application for a nursery school or child center in an RM-16 Zoning District is the Special Permit requirements for commercial uses, contained within Section 28-188 of the Town's Code. As referenced previously the purpose of Special Permit review is to allow for the operation of particular type of commercial use which may not be universally compatible with adjacent existing land uses typically found abutting commercial areas. The special review process permits the establishment of such uses only after analysis of the anticipated impacts to existing uses abutting a particular parcel on which proposed use requiring special permit review is to be located. The intent of the "Conditional Approval" provided for in Section 28-122 is to allow for a Nursery School or Child Center to be established in an RM-16 zoning district subject to an analysis of the compatibility of said Nursery School or Child Center with the existing uses (typically residential) abutting the proposed parcel on which the nursery school or child care is proposed to be located.

At the time the Town adopted the RM-16 zoning regulations, Section 28-122 was created providing for the permit of Conditional Uses in the RM-16 Zoning district subject to the requirements contained within Chapter 28. However, a review of Chapter 28 reveals that the Town's Code does not contain specific requirements for the processing/approval of an application for conditional approval. Therefore, the Town should adopt provisions for the processing of an application for conditional use to insure adequate review. Due to the similarity between the two petitions (Special Permit and Conditional Use), as referenced above, CAS feels that the Town should adopt a process for the approval of the Conditional Use in an RM-16 zoning district similar to the approval process provided for a special permit.

CAS has investigated the requirements of other municipalities located within Broward County (Lauderdale Lakes, Lauderdale, Margate, Tamarac, Oakland Park, Coral Springs and Broward County) relating to the approval process utilized for similar types of permits for Special Exceptions, Conditional Uses, and Special Permits. In each of the eight jurisdictions surveyed an application for special exception, special permit, or conditional uses (different jurisdictions utilize different names for petitions similar to the Town of Pembroke Park's Special Permit and Conditional Approval) all jurisdictions require notice to property owners within at least 300' of the boundaries of the proposed property and the majority of the jurisdictions surveyed require both the review of the petition by the Planning and Zoning Board and advertisement before a public Hearing by the local governing body (City, Town or County Commission). Therefore, the Town's current requirements for the processing of a Special Permit are consistent with those of Broward County and all municipalities surveyed.

Conclusion

The purpose of this memorandum is to inform the Town Commission of a deficiency in the Town's Code of Ordinances relating to the processing requirements for a Conditional Use in the RM-16 Zoning District.

Although, Section 28-122 of the Town's Code provides for the operation of conditional uses in the RM-16 Zoning District the code is deficient with respect to the application and processing requirements for such an application.

CAS feels that in order to eliminate future confusion as to the processing requirements of an application for conditional use the Town Commission should discuss possible actions to eliminate the deficiency in the Town's adopted Code of Ordinances.

Alternatives

1. **The Town could adopt, or adopt with revisions the following processing requirements for applications for a Conditional Use in the RM-16 Zoning District.**

The Town would amend Chapter 28 of the Code of Ordinances to include specific provisions for the processing and approval of applications for Conditional Use in the RM-16 Zoning District. (See following recommended new language).

Section 28-122. Conditional Uses

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

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

Section 28-122.1 Procedures and requirements for conditional uses:

No building permit for any structure or occupational license for any use shall be issued for any uses listed as conditional uses until the following procedure has been completed:

- (1) An application for conditional use consideration shall be filed with the Town Manager or his designee. A fixed fee of five hundred dollars (\$500.00) plus a cost recovery deposit of two thousand (\$2,000.00) dollars shall be paid by the petitioner upon filing of the application.
- (2) The application shall contain or be accompanied by all information necessary for the Town to determine that the proposed structure(s) or use(s) shall satisfy the requirements for conditional uses specified in the land development code. Such information shall include the name and address of the applicant, legal description of the property on which the intended use is to be permitted, description of the use sought to be permitted, a site plan, landscape and buffer plan, proposed hours of operation, proposed use limitations, and any other information which may be required by the Town Manager or his designee in order to determine compliance with the requirements of the land development code. It shall be the applicant's burden of proof to satisfy all applicable requirements for the proposed conditional use.
- (3) Public notice shall be provided as follows:
 - (a) Public hearing before Planning and Zoning Board:
 - (1) Seven (7) days prior to the public hearing:
 - a. The Town shall provide first class mail of the proposed conditional use to all property owners within three hundred (300) feet of the subject property.
 - b. The Town shall provide a legal newspaper advertisement of the proposed use as provided for herein.
 - (b) Public hearing before the Town Commission:
 - (1) Fourteen (14) days prior to the public hearing:
 - a. The Town shall provide first class mail, notification of the proposed conditional use to all property owners within three hundred (300) feet of the subject property.

(2) Seven (7) days prior to the public hearing:

a. The Town shall provide a legal newspaper advertisement of the proposed conditional use as provided for herein.

(4) The application shall be presented to the Planning and Zoning Board, along with the recommendation of the Town Manager or his designee, for consideration at a public hearing. The board shall, in turn, make a specific recommendation to the Town Commission containing any reasonable conditions necessary to permit the requested use and satisfy the requirements for conditional uses as specified in the land development code. If the board determines that the proposed conditional use does not meet the requirements of the land development code, the board shall recommend denial.

(5) The Town Commission shall consider the application along with the recommendation of the Town Manager or his designee and the Planning and Zoning Board. If approved with conditions, the building permit or occupational license, as appropriate, shall contain those conditions.

(6) No conditional use, however, shall be granted unless the commission makes a finding that all the following requirements, in addition to those specified elsewhere in the land development code, have been met:

(a) Use does not negatively impact adjacent residential areas or other existing or proposed uses.

(b) Use furthers the goals, objectives and policies of the comprehensive plan.

(c) Use satisfies buffering requirements between uses. Buffer areas shall include landscaping and provide a wall/fence in accordance with the provisions found elsewhere in the Code of Ordinances and as found necessary by the Town to adequately buffer adjoining properties..

2. Enforcement of existing code requirements and informal adoption of processing requirements similar to applications for special permits.

The Town could immediately begin requiring all applications for Conditional Use permits to be processed consistent with those similar to the application processing requirements for a special permit as provided in Section 28-188.

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**SOUTH BROWARD UNINCORPORATED
COMMUNITIES**
(SBUC)

Carver Ranches, Lake Forest, Miami Gardens, Utopia

December 1, 1998

Dear Senator Geller,

The South Broward Unincorporated Communities (SBUC) would like for the State Delegation to go forward with the 1999 Incorporation Proposed Bill of the Unincorporated communities (Lake Forest, Miami Gardens, Utopia and Carver Ranches) including the Town of Pembroke Park. We urge your agreeance in this effort so that this Bill can be on the ballot for the year 2000.

Sincerely,

Marvin Price, Carver Ranches

Joe Phillips, Twin Lakes

David Pacheco, Lake Forest

Marsha Hill, Utopia

Martha Dowd, Miami Gardens

Michael Paul, Utopia Business District

cc:
Ken Gottlieb, State Representative
Lori N. Parrish, Broward County Commissioner
Dr. Robert Levy, Town Administrator Pembroke Park
Don Stone, Comprehensive Neighborhood Planning

4630 SOUTHWEST 26TH STREET • HOLLYWOOD, FL • 33023
PHONE: 954-9639687 • FAX: 954-9679784

1 A bill to be entitled an act relating to Broward County; providing for
2 the dissolution of the Town of Pembroke Park; providing for extending
3 the corporate limits of the City of Hollywood; providing for
4 annexation of unincorporated areas within South Broward County;
5 providing for incorporation of a new municipality; providing for
6 referendum; providing an effective date.

7
8 Be It Enacted by the Legislature of the State of Florida:
9

10 Section 1. No later than July 30, 1999, the Broward County Legislative Delegation shall direct
11 a study of the area described within this act as South Central Broward. The study shall determine
12 the effects of the dissolution of the Town of Pembroke Park and the annexation of South Central
13 Broward into the City of Hollywood or incorporation into a new municipality. The study shall
14 determine the effects of annexation or incorporation on the employees of Pembroke Park and
15 Broward County and how to ameliorate same. The study shall further provide for a method to
16 provide law enforcement and fire/rescue services. This study shall be performed by an independent
17 agency or educational institute not affected or associated with the proposed
18 annexation/incorporation as determined by the Legislative Delegation of Broward County. The cost
19 of the study shall be borne equally by Broward County, the City of Hollywood, and the Town of
20 Pembroke Park. The study shall be completed no later than January 1, 2000.
21

22 Section 2. The Board of County Commissioners of Broward County shall schedule an election
23 in accordance with the provisions of law relating to the elections currently in force in Broward
24 County in conjunction with the general election of 2000. The subject of said election shall be the
25 annexation of the area below-described as South Central Broward into the City of Hollywood or the
26 intent to incorporate same into a new municipality. Only registered voters residing within the area
27 described within this act as South Central Broward may vote in said election. On the ballot provided
28 for in this section shall appear the phrases, "Annexation to Hollywood," and "Incorporation into
29 a new municipality." A mail ballot shall not be used.
30

31 Section 3. If a majority of voters voting in the area described within this act as South Central

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Post-It Fax Note	7671	Date	12/2	# of pages	4
To	Christopher	From	Monroe Leone		
Co./Dept.	Ryan	Co.			
Phone #		Phone #			
Fax #	921/247	Fax #			

1 Broward vote for "Annexation to Hollywood," the area described within this act shall be deemed a
2 part of the City of Hollywood on September 15, 2002.

3
4 Section 4. If the voters of the area of South Central Broward as described within this act approve
5 of the annexation into Hollywood, the Town of Pembroke Park shall be deemed effective dissolved
6 September 15, 2002. Upon dissolution, all powers, duties, responsibilities, obligations, and
7 functions of the Town of Pembroke Park shall be performed by the City of Hollywood and the City
8 of Hollywood shall assume all indebtedness of the Town of Pembroke Park. The Town of Pembroke
9 Park shall deliver all books and records of the Town of Pembroke Park to the City of Hollywood and
10 pay over all fines and monies of the town to Hollywood. Hollywood shall assume all liabilities of
11 the Town of Pembroke Park both known and unknown at the time of dissolution. All assets,
12 including real, personal, and intangible property belonging to the Town of Pembroke Park and all
13 rights and interest therein and all easements and rights-of-way belonging to the Town of Pembroke
14 Park shall become the assets and property of the City of Hollywood upon dissolution. All contract
15 to which the Town of Pembroke Park is a party shall remain in full force and effect for the period
16 provided in the contract, except that the City of Hollywood shall be substituted for the Town of
17 Pembroke Park as a party to said contracts. The City of Hollywood shall be entitled to all benefits
18 and subject to all liabilities under said contracts and shall have the same rights and liabilities to
19 perform to acquire performance and to modify or terminate said contracts as Pembroke Park.

20
21 Section 5. If the voters of the area of South Central Broward as described within this act approve
22 of the annexation into Hollywood and if single-member districts have been approved for election of
23 city commissioners within the City of Hollywood effective on or prior to September 15, 2002, then
24 and in that event the City of Hollywood shall divide said city along with the area described in this
25 act as South Central Broward, into districts of contiguous territory as nearly equal in population as
26 practical on such date as to ensure that the governing body of the City of Hollywood elected by
27 districts adequately represents South Central Broward by September 15, 2002. The City of
28 Hollywood shall have the authority to provide for the implementation of the above pursuant to
29 ordinance.

30
31 Section 6. If a majority of the voters voting in the area described as South Central Broward

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1 within this act vote for "Incorporation into a new municipality," the Broward County Legislativ
2 Delegation shall direct the draft of a charter of a new municipality to include South Central Browar
3 to be submitted for enactment for the legislative session immediately subsequent to the gener
4 election of 2002. The draft for the new municipality to include South Central Broward shall b
5 drafted with the aid of a "Charter Guiding Board," appointed by the Broward County Legislativ
6 Delegation, made up of area residents, to assist the Broward County Legislative Delegation in writin
7 the charter of the new municipality. The governing body of said municipality shall be elected by
8 single-member districts and shall be the governing body of said new municipality on September 15
9 2002.

10
11 Section 7. If a majority of the voters voting in the area described as South Central Broward
12 within this act vote for "Incorporation into a new municipality," the Town of Pembroke Park shall
13 be deemed dissolved effective September 15, 2002. Upon dissolution, all powers, duties,
14 responsibilities, obligations, and functions of the Town of Pembroke Park shall be performed by the
15 new municipality to be created by special act of the legislature and this new municipality shall
16 assume all indebtedness of the Town of Pembroke Park. The Town of Pembroke Park shall deliver
17 all books and records of the Town of Pembroke Park to the new municipality to be created by special
18 act of the legislature and pay over all fines and monies of this new municipality. The new
19 municipality to be created by special act of the legislature shall assume all liabilities of the Town of
20 Pembroke Park both known and unknown at the time of dissolution. All assets, including real,
21 personal, and intangible property belonging to the Town of Pembroke Park and all rights and
22 interest therein and all easements and rights-of-way belonging to the Town of Pembroke Park shall
23 become the assets and property of the new municipality to be created by special act of the legislature
24 upon dissolution. All contract to which the Town of Pembroke Park is a party shall remain in full
25 force and effect for the period provided in the contract, except that the new municipality to be
26 created by special act of the legislature shall be substituted for the Town of Pembroke Park as a party
27 to said contracts. The new municipality to be created by special act of the legislature shall be
28 entitled to all benefits and subject to all liabilities under said contracts and shall have the same rights
29 and liabilities to perform to acquire performance and to modify or terminate said contracts as
30 Pembroke Park.

31
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Words stricken are deletions; words underlined are additions

1 Section 8. South Central Broward as herein described shall include all lands bounded on the
2 south by the boundary of Broward County with Dade County, on the east, by the right-of-way
3 forming a part of I-95, on the north, by the inclusion of all the right-of-ways of Pembroke Road and
4 on the west, by the inclusion of all of the right-of-way of State Road 7.

5
6 Section 9. Upon annexation into the City of Hollywood or upon becoming a new municipality,
7 the following shall govern the areas described in this act as South Central Broward: 1) the present
8 land use designation and zoning provided for under the Broward County Comprehensive Plan and
9 Code of Ordinances of Broward County and of Pembroke Park shall remain the law governing the
10 areas provided for in this act. The land use designations and zoning of Broward County and
11 Pembroke Park shall be deemed conforming law; 2) any change of land use designation or zoning
12 shall be accomplished by enactment of the vote of the majority of the full governing body of the
13 municipality plus one; 3) notwithstanding subsections 1 and 2, any use that is legally in existence
14 at the time the areas provided for in this act become a part of any municipality, said use may not
15 be made a prohibited use by any municipality on the property of said use, for as long as the use shall
16 continue, and not be voluntarily abandoned.

17
18 Section 10. Subsequent to the effective date of this act, no annexation by any municipality shall
19 be effective in the area described within this act as South Central Broward.

20
21 Section 11. This act shall take effect upon becoming law.

22
23 h:\wp\socentr1.btl-December 2, 1998

24
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31
CODING:

Words stricken are deletions; words underlined are additions

MEMORANDUM

CRAIG A. SMITH AND ASSOCIATES, INC.
1000 WEST McNAB ROAD
POMPANO BEACH, FL 33069
(954) 782-8222
FAX 786-8927

To: Town Commission
Town of Pembroke Park

From: Michael J. Miller, A.I.C.P. 
Vice President/Director of Planning
Consultant Town Planner

Date: November 30, 1998

Subject: **TOWN OF PEMBROKE PARK
NEW OFFICIAL ZONING MAP
CAS PROJECT NO. 96-0291**

Issue

In 1996 Craig A. Smith & Associates was retained by the Town of Pembroke Park to perform Planning related activities as the Town's Consultant Town Planner. Over the course of the past two years through continued interpretation of the Town's Land Development Regulations in the creation and implementation of the Town's adopted Future Land Use Plan, CAS has noticed some inconsistencies between some of the existing land uses within the Town, the Town's Future Land Use Map and the Town's Official Zoning Map. The Town uses a hand drawn zoning map which has not been updated regularly. The scale is fixed and accuracy is questionable. CAS was authorized by the Town Commission in December 1997 to verify existing zoning boundaries and prepare a new computerized zoning map which could be updated easily and reproduced at any scale.

History

The Town of Pembroke Park was incorporated in 1957 (Chapter 59-1722 Laws of Florida). At that time, the incorporated area of the Town included the majority of the eastern portion of the Town between Pembroke Road and County Line Road west of the east boundary of I-95 extending to SW 40th Avenue north of Hallandale Beach Boulevard and the Lake Forest Subdivision south of Hallandale Beach Boulevard. Upon incorporation, the Town adopted Ordinance No. 2 which designated all lands located within the incorporated area of the Town of Pembroke Park as M-1 District, as defined in the City of Dania's Code of Ordinances. Over the years the Town of Pembroke Park, as all Cities, has grown through a series of annexations. CAS recently prepared an annexation sequence map for the Town.

A zoning map is a tool utilized by a local government to regulate the development of land in order to insure compatibility of land uses, implement the Goals, Objectives and Policies of the local government's Future Land Use Plan in order to achieve the land use vision of the municipality as stated in their Comprehensive Plan and to establish land development regulations. A zoning map reflects the zoning classifications of all properties within a local government's jurisdiction. The individual zoning classifications (districts) are defined by specific requirements (land development regulations) which regulate the permitted uses of land and development regulations such as setbacks, height of structures, intensity, lot size, etc. which have been prepared by a local government. In 1963, the Town adopted Ordinance No. 5-63-1 establishing comprehensive zoning regulations which contained a definition of the Town's five original zoning districts; R-1 Residential, B-1 Business, M-1 Industrial, S-1 Civic and Recreational, and T-1 Trailer Park Districts. With the adoption of Ordinance 5-63-1, the Town of Pembroke Park adopted the first "ZONING MAP OF THE TOWN OF PEMBROKE PARK, FLORIDA", as well as the requirements for amendment of the Town's zoning map. The Ordinance states a map is attached to the Ordinance and on file in the Town Clerks Office. No Town Staff member could verify where the "Official Town Zoning Map" was although the current Deputy Town Clerk has a map on her wall.

When a municipality annexes property into it's corporate limits, the zoning classification of the annexed property remains in effect in the zoning classification of the property prior to being annexed. If a municipality desires to change the zoning of a property that has been annexed into that municipality's corporate limits, the municipality must adopt an ordinance officially rezoning that property subsequent to annexation.

The largest annexation that has occurred since the Town's incorporation took place in 1970 when the Town annexed the former Town of Hollywood Ridge Farms. The former Town of Hollywood Ridge Farms constitutes the majority of the western portion of the Town of Pembroke Park. After annexing the Town of Hollywood Ridge Farms, the Town desired to rezone the property contained within Hollywood Ridge Farms to be consistent with the Town of Pembroke Park's regulations. Therefore, in 1974 the Town

adopted Ordinance No. 74-5-1 which rezoned the majority of the former Town of Hollywood Ridge Farms and represents the largest rezoning adopted by the Town since the adoption of the previously mentioned Ordinance No. 2.

Over the course of the Town's history, as in all municipalities, there have been many ordinances adopted by the Town of Pembroke Park amending the zoning classifications of property located within the Town. The Town's official zoning map has been amended manually by numerous persons over the years which has unfortunately led to the creation of inaccuracies which have been perpetuated over time. Many local governments zoning maps contain an "Amendment Chronology Chart", however, the Town's current map does not contain such a reference. During preparation of the Town's EAR-Based Comprehensive Plan Amendments and continuous implementation of the Town's Land Development Code in relation to development issues within the Town, CAS had noticed some inconsistencies between the existing uses of land, the Town's Comprehensive Plan and the Town's Official Zoning Map.

Process

Preparation of Base Map

During preparation of the Town's EAR-Based Comprehensive Plan Amendments, CAS obtained a computerized base map of the Town of Pembroke Park from the Broward County Comprehensive and Neighborhood Planning Division. CAS utilized this map to establish a base map for the Town which was utilized as a base to prepare the Town's new zoning map as well as many other new Town maps.

Verification of existing zoning classifications

CAS manually researched Town records to identify ordinances adopted by the Town between 1957 to the present relating to the establishment or amendment of zoning classifications of property. After obtaining copies of all such ordinances, CAS utilized the legal descriptions contained within the ordinances themselves to identify the correct zoning classification of all properties. Upon verification of all ordinances obtained from the Town, CAS identified the following properties for which no ordinance either establishing or amending a zoning classification could be found (See Table 1):

Table 1

Description of Property
for Which No Zoning Ordinance Was Identified

Section 9, as recorded in PB 61, PG 16 BCR

Tracts 1,2 and 3 Lee Mills Subdivision PB 50 PG 25 BCR

Mctyre Park

Watkins Elementary School

East 1/2 of Lots 11 & 12 Hollywood Ridge Farms PB 2, PG 16 BCR

Lot 18, Hollywood Ridge Farms PB 2, PG 16 BCR

Lot 21A, Hollywood Ridge Farms PB 2, PG 16 BCR

Lots 23C and 23D, Hollywood Ridge Farms PB 2, PG 16 BCR

Lot 22A, Hollywood Ridge Farms PB 2, PG 16 BCR

Lots 20D and 20E, Hollywood Ridge Farms PB 2, PG 16 BCR

Hollywood Ridge Sub No. 2, PB 2, PG 59 BCR

Lot 25D, Hollywood Ridge Farms PB 2, PG 16 BCR

Lots 26C, 26D, 27C, 27D Hollywood Ridge Farms PB 2, PG 16 BCR

East 1/2 of Lots 27A & 27B Hollywood Ridge Farms PB 2, PG 16 BCR

Lots 40 A, 40B & West 1/2 of 41 A Hollywood Ridge Farms PB 2, PG 16 BCR

Tract 28, Hollywood Ridge Farms PB 2, PG 16 BCR

Tract 30, Hollywood Ridge Farms PB 2, PG 16 BCR

Television Park, PB 70, PG 8 BCR

Lots 1-28, Blk 50 of Resub. of Lake Forest Sec. 4 PB 43, PG 45 BCR

Lots 1-29, Blk 40 of Resub. of Lake Forest Sec. 4 PB 43, PG 45 BCR

Tract "R" of Resub. of Lake Forest Sec. 4 PB 43, PG 45 BCR

Consistency with existing uses and Comprehensive Plan

Upon the verification of the correct zoning classification of property located within the Town, except for the properties for which no ordinance could be located, CAS compared the resulting zoning map with the existing uses of land and the Town's adopted Future Land Use Plan map in order to insure consistency. As a result CAS identified the following properties for which the zoning classification does not accurately reflect the existing use or designated future land use (See Table 2):

Table 2

<u>Property</u>	<u>Zoning Established by Ordinance</u>	<u>Existing Use /Future Land Use Designation</u>
Behan Park	RM-16	Park/Public Recreation
Aqua Golf	M-1	Golf Driving Range/Private Recreation
Hollywood Ridge Farms Sub No. 2 "Parcel A"	RM-16	Single Family Home/ Low Density Residential
Pembroke Park Preserve	CH-1	Park/Public Recreation
Television Park	R-1	Mobile Home Park

Recommended Amendments

After identification of discrepancies between the adopted ordinances, existing use of land, the Town's adopted Future Land Use Plan and the purported Official Zoning Map, CAS recommends the amendments listed below be made to the Official Zoning Map. CAS has incorporated the amendments to the Official Zoning Map as verified by CAS (See Map #3 of 3). CAS recommends the Town Commission review the recommended amendments to the Official Zoning Map contained in the preceding section and as incorporated on Map #3 of 3, entitled "Town of Pembroke Park Proposed Official Zoning Map".

**Table 3
Recommended Amendments**

<u>Description of Property</u>	<u>Zoning on Existing Map</u>	<u>Zoning Established by Ordinance</u>	<u>Proposed Zoning</u>
Section 9, as recorded in PB 61, PG 16 BCR	B-1	Not Established	B-1
Tracts 1,2 and 3 Lee Mills Subdivision PB 50 PG 25 BCR	R-1	Not Established	R-1
Mctyre Park	S-1	Not Established	S-1
Watkins Elementary School	S-1	Not Established	S-1
East 1/2 of Lots 11 & 12 Hollywood Ridge Farms PB 2, PG 16 BCR	RM-16	Not Established	RM-16
Lot 18, Hollywood Ridge Farms PB 2, PG 16 BCR	R-1	Not Established	RM-16
Lot 21A, Hollywood Ridge Farms PB 2, PG 16 BCR	R-1	Not Established	RM-16
Lots 23C and 23D, Hollywood Ridge Farms PB 2, PG 16 BCR	R-1	Not Established	R-1
Lot 22D, Hollywood Ridge Farms PB 2, PG 16 BCR	R-M-16	Not Established	RM-16
Lots 20D and 20E, Hollywood Ridge Farms PB 2, PG 16 BCR	RM-16 & R-1	Not Established	RM-16
Parcel "A" Hollywood Ridge Sub No. 2, PB 2, PG 59 BCR	RM-16	Not Established	R-1
Hollywood Ridge Sub No. 2, PB 2, PG 59 BCR	R-1	Not Established	R-1
Lot 25D, Hollywood Ridge Farms PB 2, PG 16 BCR	S-1	Not Established	S-1
Lots 26C, 26D, 27C, 27D Hollywood Ridge Farms PB 2, PG 16 BCR	CH-1	Not Established	CH-1
East 1/2 of Lots 27A & 27B Hollywood Ridge Farms PB 2, PG 16 BCR	S-1	Not Established	S-1
Lots 40 A, 40B & West 1/2 of 41 A Hollywood Ridge Farms PB 2, PG 16 BCR	B-1 & R-1	Not Established	B-1
Tract 28, Hollywood Ridge Farms PB 2, PG 16 BCR	B-1	Not Established	B-1

Table 3 (Continued from previous page)

<u>Description of Property</u>	<u>Zoning on Existing Map</u>	<u>Zoning Established by Ordinance</u>	<u>Proposed Zoning</u>
Tract 30, Hollywood Ridge Farms PB 2, PG 16 BCR	B-1	Not Established	B-1
Television Park, PB 70, PG 8 BCR	R-1	Not Established	T-1
Lots 1-28, Blk 50 of Resub. of Lake Forest Sec. 4 PB 43, PG 45 BCR	B-1	Not Established	B-1
Lots 1-29, Blk 40 of Resub. of Lake Forest Sec. 4 PB 43, PG 45 BCR	B-1	Not Established	B-1
Tract "R" of Resub. of Lake Forest Sec. 4 PB 43, PG 45 BCR	B-1	Not Established	B-1
Behan Park	S-1	RM-16	S-1
Aqua Golf	M-1	M-1	S-1
Television Park	R-1	R-1	T-1
Tract N & O of Lake Forest Sec. 3, PB 35, PG 15 BCR	B-1	Not Established	B-1

Recommendation

CAS recommended the Town Commission of the Town of Pembroke Park review the attached zoning map illustrations as well as the information presented in this report and adopt one (1) of the following two (2) options:

- 1) Formally adopt the new proposed Official Zoning Map including all revisions as recommended by CAS in the previous sections of this report and incorporated on the proposed zoning map (Map #3 of 3). According to State Statutes, the adoption of a Town wide zoning map (Option #1) would not require the same notification to property owners as would parcel specific zoning amendments (Option #2). The implementation of this option would require the Town to publish an advertisement in a newspaper of general circulation, post a copy of the notice at a conspicuous location at Town Hall and hold two (2) public hearings. The implementation of Option #1 would eliminate all discrepancies identified by CAS at one time. The Town could provide additional notification but must at least do the preceding.
- 2) Adopt a new zoning map which reflects the zoning classifications of all properties as verified by CAS and require the completion of parcel specific rezonings be completed prior to the future development of all properties for which no ordinance establishing or amending the zoning classification was located by CAS. The implementation of this option would require individual property owners to comply with all requirements in the Town's Code of Ordinances for Parcel Specific applications for rezoning for each individual property for which CAS has identified a discrepancy prior to any future development or substantial redevelopment. The elimination of discrepancies identified by CAS would occur only as the individual property owners elected to develop or substantially redevelop property for which CAS has identified a discrepancy. This process would delay consistency between zoning districts and the adopted Future Land Use Map. Additionally, property owners would have to pay application fees, face public hearings and time delays in selling or developing properties.

CAS recommended that the Town Commission elect Option #1 in order to eliminate all discrepancies in the Town's Zoning Map at one time.

Intervening Actions

On May 11, 1998 the Town's Planning and Zoning Board recommended the Town Commission adopt the new Official Zoning Map (Option 1) as prepared by CAS.

On November 4, 1998 the Town Commission approved this item on 2nd Reading to advertise for Final Reading on 12/09/98.

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MEMORANDUM

CRAIG A. SMITH AND ASSOCIATES, INC.
1000 WEST McNAB ROAD
POMPANO BEACH, FL 33069
(954) 782-8222
FAX 786-8927

To: Town Commission
Town of Pembroke Park

From: Michael J. Miller, A.I.C.P. *MSM*
Vice President / Director of Planning
Consultant Town Planner

Date: October 12, 1998

Subject: T-1 (Trailer Park District)
Proximity of Trailers and Accessory Structures
CAS Project No. 96-0291

Issue

CAS has researched the Town's adopted Code of Ordinances relating to the requirements of the T-1 Zoning District and has found that the requirements of the Town's Code of Ordinances are not consistent with what has been practically applied and enforced throughout the Town's history.

Background

In recent months CAS responded to an inquiry from a resident of the Town of Pembroke Park (Park Lake Estates) requesting to construct a modular home in lieu of a mobile home in a T-1 (Trailer Park) Zoning District. Additionally, the owner wished to place the structure at less than a ten (10') foot separation between the addition and an adjoining carport attached to another existing trailer. CAS has researched the Town's adopted Code of Ordinances relating to the permitted uses and required setbacks for the T-1 Zoning District and has found the following:

Section 16-56 of the Town's Code of Ordinances defines a mobile home as; "a structure transportable in on (1) or more sections, which is eight (8) body feet or more in width and which is built on an **integral chassis**, and is designed to be used as a dwelling when connected to the required utilities, an includes the plumbing, heating, air-conditioning and electrical systems contained therein". Therefore, based upon a strict interpretation of the Town's Code the placement of a modular home would not be permitted in a T-1 zoning district because the modular home is not constructed on an integral chassis. It is either a slab on grade or framed floor system.

The owner requesting to install the modular home, referenced above, has submitted catalogs depicting the type of unit the owner wishes to install in the T-1 zoning district. The desired modular home has a similar appearance to that of certain types of mobile homes and/or trailers. Due to the similar appearance of the desired modular home CAS feels that the decision to allow for the placement of this type of modular home within the T-1 zoning district is primarily a "Policy Decision" for the Town Commission. If the Town Commission desired to allow for the placement of modular homes within the T-1 zoning district the definitions provided in Section 16-56, as listed above, would need to be revised to eliminate the requirement for an integral chassis.

Sections 28-264 and 16-75 of the Town's adopted Code of Ordinances require a minimum ten (10') foot separation between mobile homes or additions / appurtenances / accessory structures such as carports or canopies (see attached code sections).

During research of this issue CAS coordinated with Russ Johnson, Town Building Official and Captain Ray Kerr, Town Fire Inspector. On September 23, 1998 CAS attended a workshop meeting with Town Code Enforcement, Building and Fire Department Staff to discuss issues relating to Mobile Homes and Trailers in the Town as well as other zoning related issues. CAS was informed that the National Fire Protection Association (NFPA) allows as small as a three (3') foot separation for accessory structures to adjoining mobile homes depending on the fire rating of the structure. Ten (10') feet is still required for living areas separation.

Mr. Johnson further indicated that, for many years, the Town's current practice in the regulation of mobile homes in the T-1 zoning district has been to require a minimum of a ten (10') foot separation between the living area of mobile homes and a minimum of only a three (3') foot separation for accessory structures (additions, sheds, carports, etc.), despite the zoning and mobile home code sections.

Due to the period of time in which the Town's minimum regulations for the T-1 zoning district have not been enforced and the lesser setbacks have been permitted, many mobile home units within the Town have been issued permits to construct additions which do not conform with the Town's code. Many units have constructed with building permits for additions including double-wide trailers, enclosed carports, open carports, sheds etc., with less than a ten (10) foot separation, which would not have been

permitted if the Town's code had been enforced. Therefore, if the Town were to begin strict enforcement of the current minimum code requirements, there would be many structures within the Town which would become legal non-conforming.

Town staff has also indicated that many of the units which are now being constructed are double wide trailers which have been placed on lots initially designed for single trailers. This situation crowds the plot area where it would be virtually impossible to meet current code separation requirements.

As mentioned previously, the Town's practical application of requirements for mobile homes in the T-1 zoning district has been to require conformance with the minimum requirements contained within NFPA's standards as opposed to the more strict requirements of the Town's code. Therefore, Town Building and Fire Department Staff have indicated that they feel the mobile homes which have been issued permits in conformance with NFPA standards do not present any life safety issues.

Based upon the length of time that the Town has been allowing the lesser requirements of NFPA, the number of units which have received permits according to the lesser requirements which do not conform to the Town's code, and the lack of life safety issues presented by these units, Town Staff has recommended that the Town revise the Code of Ordinances to be consistent with the NFPA requirements.

Both Building and Fire Department Staff have indicated that some mobile home units within the Town have installed air conditioning units located within the minimum three (3) foot setback required by the NFPA code, which could potentially obstruct access for fire prevention. Due to the potential obstruction of access for fire prevention, Town Staff have recommended the Town's code be amended specifically to require the placement of new A/C units or the relocation of existing air conditioning units, which currently do not conform to the minimum NFPA regulations, utilizing some sort of amortization clause to be defined by the Town Commission.

CAS has investigated the requirements of other municipalities located within Broward County relating to the regulation of Mobile Homes. The Table on the following page presents the requirements of six (6) other municipalities.

As can be seen in the table on the following page, out of six (6) jurisdictions surveyed, 100% of jurisdictions required a minimum of ten (10) feet between mobile homes and additions regardless of the combustibility of the addition. Therefore, the Town's minimum requirements, as currently stated in the Town's adopted Code of Ordinances, are generally consistent with the requirements of other municipalities located in Broward County. Setbacks are dimensional requirements which create separation of structures, other improvements such as parking areas or incompatible uses which result in livability improvements. Technical building and fire code issues are important but are not the only criteria to establish proper setbacks. People need space separation for air, light, noise and privacy purposes. Some of the mobile home parks in

Town require the ten (10) foot separation as per the code requirement. Others have allowed the smaller separation. Because there are so many examples of setbacks smaller then ten (10) feet for accessory structures, the Town should consider legitimizing them. The alternative may be a code enforcement nightmare, particularly because the Town issues building permits.

SURVEY OF MOBILE HOME SETBACK REQUIREMENTS

Jurisdiction	Perimeter Setback Requirements	Minimum Separation Requirements
City of Hallandale	Front: 20' Rear: 10' Side: 5' Note: Existing Non-Conforming mobile home parks are permitted to conform with prior code requirements: 1' setback from property line and 5' setback allowance for carports (open on 3 sides)	Minimum 10' between mobile homes and additions
City of Fort Lauderdale	Front: 20' Rear: 20' Side: 20' Max. width of accessory structures: 10' Max. length of accessory structures: 80% of mobile home length Additions permitted only on one (1) side of unit	Minimum 10' between mobile homes and additions Minimum 25' between mobile homes (including additions) and service buildings or accessory buildings
Broward County	Front: 25' Rear: 15' Side: 10'	Minimum 10' between mobile homes and additions
City of Pompano Beach	Front: 25' Rear: 15' Side: 10'	Minimum 10' between Mobile homes and additions Minimum 20' between mobile homes (including additions) and service building or accessory buildings
City of Hollywood	Front: 25' Rear: 15' Side interior: 0'	Minimum 10' between mobile homes and additions
City of Tamarac	Front: 25' Rear: 15' Side: 10'	Minimum 10' between mobile homes and additions Minimum 20' between mobile homes (including additions) and service buildings or accessory buildings



TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

Date: December 2, 1998
To: All Commissioners
Dr. Robert A. Levy, Town Administrator
From: Herbert K. Kunen, P.E., Town Engineer *H.K.*
Subject: Report on Status of Current Infrastructure Projects

1. **Park Road Stormwater Drainage – Phase II**

Final inspection by CDBG, Wednesday, December 2nd. All the grant money has been received.

2. **Park Road Stormwater Drainage – Phase III**

CDBG – Waiting for authorization to advertise for bids. All plans and specs are completed.

3. **S.W. 30th Avenue Stormwater Drainage – Phase I**

CDBG – Waiting for authorization to advertise for bids. All plans and specs are completed.

4. **S.W. 52nd Avenue Sewage Force Main**

Developer Impact Fees – Started construction December 1. Estimate completion in two weeks, weather permitting.

5. **Sewage Lift Station # 17 – S.W. 52nd Avenue**

Developer Impact Fees – 90 % completed.

6. **Sewage Lift Station # 14 – Hallandale Bch. Blvd.**

Developer Impact Fees. – 95 % completed.

7. **Hallandale Beach Blvd. Sewage Force Main**

Developer Impact Fees – Surveying 100 % completed. In engineering phase at present.

8. Master Lift station (Sewage) – Park Road

Developer Impact Fees – Upgrading 60 % completed.

9. Park Road Sewage Force Main

Developer Impact Fees – In engineering phase at present.

10. Sewage Large User Meter – Pembroke Road

Repairs and upgrading financed by City of Hollywood. Construction scheduled for January 1999. Pembroke Park to furnish part of the engineering involved.

11. Demolition of Myers Property on S.W. 52nd Avenue

Financed by lien process. Work scheduled to start Monday December 7th.

12. Bryan Road Beautification Project

100 % Financed by Thrift Shop Building Owner – Working on final easement from owner of Allied Van Building.

13. Pembroke Park Preserve Improvements

Financing by FRDAP – Application submitted last week. Anticipating approval.

14. Seneca Land Development Improvements

Financed by Developer Impact Fees – Coordinating sewage and drainage systems.

15. Swezy Building Projects

Financed by Developer Impact Fees – Coordinating sewage and drainage systems.

16. Superfund Site, Carolina Street

Financed by EPA – Additional remedial activities under way by Galo Jackson with some assistance by us.

cc: Irwin Lehmann
Tom Wilde
Chris Ryan
Michael Miller

MEMORANDUM

CRAIG A. SMITH AND ASSOCIATES, INC.
1000 WEST McNAB ROAD
POMPANO BEACH, FL 33069
(954) 782-8222
FAX (954) 786-8927

To: Harry Hipler
Hearing Examiner
Town of Pembroke Park

From: Michael J. Miller, A.I.C.P. 
Director of Planning
Consultant Town Planner

Date: November 25, 1998

Subject: **Variance petition for Pembroke Park Gardens, LTD.
Lots 22A, 22B, 22C, 23B, 23E and 24A of Hollywood Ridge Farms Plat
(PB 02, PG 16 BCR)
Request for Reduction of DU size in RM-16 Zoning District
Pembroke Park Account No. 98-413
CAS Project No. 96-0291**

Issue

Pembroke Park Gardens, Ltd. has petitioned the Town of Pembroke Park for a zoning variance to reduce the minimum square footage for dwelling units in the RM-16 zoning district as stated in Section 28 - 136 of the Town's Code of Ordinances adopted by the Town of Pembroke Park on March 12, 1997 for a multifamily residential development to be constructed on the properties referenced above. The applicant has requested a zoning variance to allow for the construction of dwellings of the following sizes:

	<u>Request</u>	<u>Code Req.</u>	<u>Diff</u>
One (1) Bedroom	= 620 Square Feet	750 sq. ft.	(130 sq. ft.)
Two (2) Bedrooms	= 872 Square Feet	900 sq. ft.	(28 sq. ft.)

Approval of this application would allow the applicant to construct one and two bedroom units in a multifamily residential development with dwelling units that would be smaller than the Town's adopted Land Development Code allows.

Planning Analysis

The Town of Pembroke Park, prior to March 12, 1987, did not have specific development criteria within the RM-16 (previously R-4) zoning district. State laws require local governments to have development standards for all land uses within their jurisdiction. In preparing the development standards which were adopted, CAS researched numerous Broward County Municipal regulations for comparison.

Attached to this recommendation is an updated summary of minimum dwelling unit square footage requirements. As may be observed, the Town's standards are typically average except for one bedroom units. We had noted that typically older eastern Broward County communities had smaller requirements while more central or western newer communities require higher square footages. Also, we roughly calculated that a typical mobile home unit (12' x 60') provided for 720 sq. ft. which was similar to our one bedroom unit. Based upon the above referenced survey of minimum dwelling unit sizes, CAS prepared zoning district regulations for the RM-16 Zoning District, which were adopted by the Town of Pembroke Park on March 12, 1997.

The proposed Pembroke Gardens project will be located on Lots 22A, 22B, 22C, 23B, 23E and 24A of the Hollywood Ridge Farms Plat (PB 02, PG 16 BCR). Earlier this year, Swezy Realty applied to the Town of Pembroke Park to Rezone Lots 22A and 22B from CH-1 (Community Housing District) to RM-16 to allow for the construction of a multifamily residential development similar to the Pembroke Park Apartments development (currently under construction). In October, 1998 the Town Commission approved the rezoning petition. On December 9, 1998 the Town Commission will adopt a new Official Zoning Map which will officially rezone Lot 23C from R-1 (Low Density Residential) to RM-16. Therefore, all subject lots are now zoned RM-16.

In 1997, Swezy Realty presented plans to the Town Commission and solicited the Town's support in order to obtain SAIL financing from the State of Florida to provide for the construction of the Pembroke Park Apartments project. The Pembroke Park Apartments development is a multifamily residential development, currently under construction, intended to provide affordable housing to the residents of the Town, located to the north and west of the proposed Pembroke Gardens project. In order to facilitate the development of the Pembroke Park Apartments project, the Town Commission granted Swezy Realty a variance to allow for one bedroom sizes at 620 sq. ft. versus the Town's requirement of 750 sq. ft. (130 sq. ft. less than Code requirements) and a two bedroom unit at 852 sq. ft. versus the Town's requirement of 900 sq. ft. (48 sq. ft. less than Code requirements). The primary reason (hardship) stated (by Swezy Realty) was one of construction costs and rental maximum monthly rates based upon the state financing program.

On November 4, 1998 the Town Commission of Pembroke Park conditionally approved a Site Plan for the proposed Pembroke Gardens Apartments. The Town Commission's approval was subject to the applicant receiving a Variance from the Town Commission to allow for the construction of dwelling units smaller than as required by the Town's minimum Code Requirements for the RM-16 Zoning District and similar to the units being constructed by Swezy Realty, at the Pembroke Park Apartments.

The size of a dwelling unit relates to functional space and livability. The earliest zoning ordinances in America addressed this specific issue, primarily in New York City. Many studies have been done on this issue in this century. Residents need more than four walls to live comfortably. The size of a family (or number of persons residing together) also relates to space. A review of the proposed floor plans for the Pembroke Gardens Apartments, reveals typical functional areas, however, room sizes are generally smaller than typical products built today.

The actual number of dwelling units will not exceed either the Comprehensive Plan or zoning density limitations which are both limited to 16 dwelling units per acre.

Recommendation

CAS believes the Town Officials adequately addressed the minimum size requirements for dwelling units in the RM-16 Zoning district during the preparation and adoption of the RM-16 Zoning District Regulations. CAS researched existing regulations of other municipalities in Broward County. The adopted dwelling unit sizes are generally average but slightly higher than most for one bedroom units. The communities with smaller square footage requirements are older eastern Broward County communities where older home sizes were smaller. Newer communities have generally higher square footage sizes. CAS is sympathetic to the applicant's argument on construction costs and regulated rental rates. Generally, variances must meet certain tests such as being not self-imposed, uniqueness of a property and special circumstances not common to other similar properties. In this specific instance, the Town is seeking for development activity to occur. The Town wants decent development but works with developers when necessary. The developer is seeking special financing to construct the project. The amount of square footage reduction is not significant in total and the units do provide normal functional spaces. The project externally will not look different with the slightly reduced unit sizes and will look similar to the Pembroke Park Apartments currently under construction. Therefore, CAS recommends APPROVAL of the petition.

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**Multiple Family Dwelling Unit Size Survey (10 - 15 DUA)
August 1997**

<u>Local Govt.</u>	<u>Efficiency</u>	<u>1BR</u>	<u>2BR</u>	<u>3BR</u>	<u>Add</u>
Broward County	400	400	NL	NL	NL
Coconut Creek	600	900	1100	1300	150
Coral Springs	550	750	900	1050	150
Deerfield Beach	NL	700	900	1050	NL
Ft. Lauderdale	400	400	NL	NL	NL
Hallandale	375	500	NL	NL	NL
Hollywood	Average of 750 sq. ft./min 500 sq. ft.				
Lauderhill	600	800	925	1050	NL
Margate	400	550	675	800	125
Miramar	750	900	1200	1350	150
Oakland Park	550	550	670	790	120
Plantation	600	750	950	1100	150
Sunrise	600	600	725	850	125
Tamarac	500	600	800	950	NL
Average	488	636	872	1013	139
Pembroke Park					
RM-16	550	750	900	1050	150
TH-16	Average of 900 sq. ft./min 800 sq. ft.				
Swezy Site Plans	NL	784	924	1120	NL
Following is the recent proposed square footages sought by the Swezy Realty Organization.					
	NA	620	842	1052	NA

NL = Not Listed
NA = Not Applicable

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***** ACTIVITY REPORT *****

TRANSMISSION OK

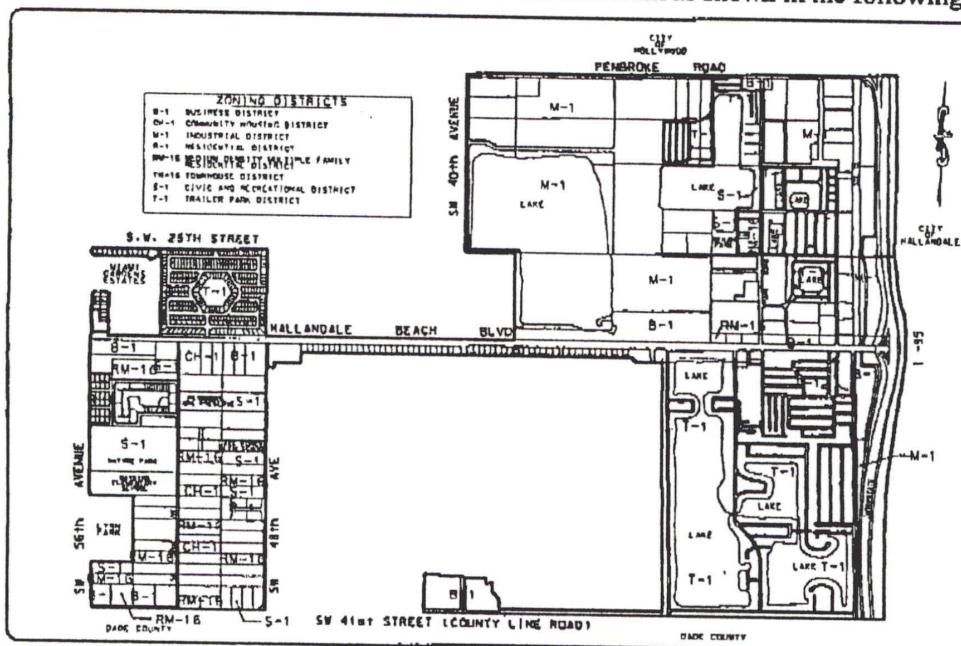
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**PUBLIC HEARING REGARDING
ADOPTION OF ZONING MAP**

The Commission of the Town of Pembroke Park, Florida proposes to adopt the following Ordinance:

"AN ORDINANCE OF THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; PROVIDING FOR ADOPTION OF THE ZONING MAP OF THE TOWN OF PEMBROKE PARK, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE."

A hearing on the Ordinance will be held on Wednesday, December 9, 1998, at 7:15 p.m. or as soon thereafter as same may be heard in the Town Commission Room of the Town Hall, located at 3150 S.W. 52nd Avenue, Pembroke Park, Florida. The property subject to the proposed Ordinance is the entire area of the Town of Pembroke Park as shown in the following diagram:



The aforesaid Ordinance and Zoning Map may be viewed and inspected by the public at the office of the Town Clerk in the Town Hall, at 3150 S.W. 52nd Avenue, Pembroke Park, Florida.

All interested parties may appear at the aforesaid meeting and Public Hearing and be heard with respect to the proposed Ordinance, which appearance may be in person, by counsel, or by letter.

All interested parties please take due notice of the time and place of this hearing and govern yourself accordingly. All interested parties please take due notice of the time and place of this hearing and govern yourself accordingly.

Any person who decides to appeal any decision of the Town Commission with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERK'S OFFICE AT (954) 966-4600 AT LEAST 2 CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED, PLEASE CONTACT THE FLORIDA RELAY SERVICE BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD).

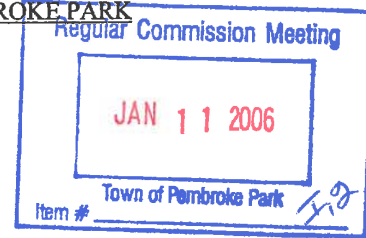
TOWN OF PEMBROKE PARK

By: /s/ Theresa Ciummo
THERESA CIUMMO
Clerk-Commissioner

WORKSHOP COMMISSION MEETING OF THE TOWN OF PEMBROKE PARK

WEDNESDAY, DECEMBER 7, 2005 - 3:00 P.M.

AMENDED AGENDA
CALL TO ORDER - 3:00 P.M.
PLEDGE OF ALLEGIANCE
ROLL CALL



Mayor Lyons commented on the significance of December 7, 1941 in the history of the United States.

PRESENT:	MAYOR:	JOHN P. LYONS
	VICE MAYOR:	EMMA J. SHOAFF
	CLERK-COMMISSIONER:	HOWARD P. CLARK, JR.
	COMMISSIONER:	ASHIRA MOHAMMED
	COMMISSIONER:	ANNETTE M. WEXLER
	TOWN MANAGER:	ROBERT A. LEVY
	TOWN ATTORNEY:	CHRISTOPHER J. RYAN
	ASSISTANT TOWN MANAGER/ PARK MANAGER:	THOMAS WILDE
	DIRECTOR OF PUBLIC WORKS:	TODD LARSON
	CONSULTANT ENGINEER:	CRAIG SMITH
		STEVE SMITH
	CONSULTANT PLANNER:	MICHAEL MILLER
	B.S.O. LIAISON:	DONN PETERSON
	CODE ENFORCEMENT OFFICER/ COMMUNITY LIAISON:	MICHAEL SOUCY (left at 3:15 P.M.)
	DEPUTY TOWN CLERK:	NATASHA JOSEPH
ABSENT:	NONE	

14. DISCUSSION: Noise - Clerk-Commissioner Clark

Clerk-Commissioner Clark commented on all of the successful work the Commission did over the years regarding noise levels in the Town and the impact of this on the residents. In this regard, Clerk-Commissioner Clark reported that despite the success, there were problems recently in the warehouse areas adjacent to some of the residential areas caused by some type of cleaning being conducted around the clock on the E.P.A. Superfund site. Clerk-Commissioner Clark pointed out that there were residents of Bamboo Paradise Mobile Home Park in the audience who were affected by the noise and he agreed that the noise was very bad. Clerk-Commissioner Clark indicated that Messrs. Larson and Soucy had been working on this situation and had some solutions to recommend. Before hearing their reports, Mayor Lyons recognized one of the residents and invited him to the podium.

Mr. Jacques Trottier, resident of Bamboo Paradise, appeared and thanked the Commission for the opportunity to discuss the problem and indicated that he had the authorization to file a complaint on behalf of the Bamboo Paradise residents. Mr. Trottier assured everyone that the noise was very bad. Mr. Larson

reported that he inspected the site where the problem was occurring and explained that there was a temporary compressor system that forces the oil out of the ground that was dumped by Petroleum Products. Mr. Larson described the shrill noise being made by the cleaning process and advised that it was not muffled in any way, as well as unacceptable noise levels coming from the compressor that should not be there. Mr. Larson advised that he and Mr. Soucy spoke with the machine operators and were advised that they could expend up to \$2,500.00 to quiet the machinery. One of the things he and Mr. Soucy determined could be done would be to have a timer installed so that it does not run between the hours of 7:00 P.M. and 7:00 A.M.; to redirect the whistling air so that it is not blowing against the ground but directed away from the residential area; and to erect a sound buffering wall around the machinery.

Mr. Soucy explained that he and Mr. Larson met with Mr. Malek, Operations Engineer at the site, and he wanted to do the three things mentioned by Mr. Larson. Mr. Soucy added that they temporarily muffled the noise of the machinery with a piece of plywood so they know a full buffering wall of composite panels will be beneficial. Mr. Soucy mentioned that the company was getting the funds that they were promised for this type of situation and it could be expected that the situation would be resolved within a couple of weeks. Clerk-Commissioner Clark asked for a time certain, Mr. Soucy mentioned 2-3 weeks and Clerk-Commissioner Clark disagreed. Discussion followed during which Mr. Larson indicated that he believed the permitting could be handled within ten days, but not necessarily the installation, although that should be only a few days more. Clerk-Commissioner Clark ascertained for the record that the permitting should be done on or before December 16th and the work should be done on or before December 23rd. Mr. Soucy assured everyone that he would communicate this timeframe to Mr. Malek and Mayor Lyons announced that he wanted the timer on by the end of this week so the residents could sleep at night.

Dr. Levy cautioned that it had to be made clear to Mr. Malek that the aforementioned remedies were only the first attempt at a solution and if these steps do not work, other solutions will have to be found, i.e., going to the E.P.A. in Atlanta, and all of this should be in writing. The residents of Bamboo Paradise who were in the audience applauded the Town's position on this.

See Mr. Miller's comments during Item 15 of this agenda.

1. DISCUSSION: Bills Over \$500.00 - Finance & Budget Director Rodriguez

Mayor Lyons explained that everyone should review the bills over \$500.00 (see attached) prior to the Regular meeting next week.

2. DISCUSSION: Public Safety - Commissioner Wexler/Detective Fuller

Chief Peterson announced that the 28th annual spaghetti dinner and holiday luncheon were held and it went really well. Also, Chief Peterson mentioned that the winner of the substantial cash raffle was Mr. Soucy who donated it back and he commended him for this. In response to a request from Vice Mayor Shoaff, Chief Peterson indicated that Detective Fuller would pick up the holiday toys as soon as she could.

3. DISCUSSION: Fire Safety - Mayor Lyons/Chief Keefe

Mayor Lyons indicated that Chief Keefe was on a call and may or may not be able to attend this meeting.

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4. DISCUSSION: Engineer's Report - Craig A. Smith & Associates

Mr. Steve Smith reported that they were ready to go out for bids on the lift stations and were awaiting the final acquisition of the easements from Attorney Ryan. Attorney Ryan advised that Bond Counsel had been retained per the requirements of the bond funding agreements and they prepared a Resolution for the Commission to consider at a Public Hearing, which Hearing will be held at the Regular Commission Meeting next week. Attorney Ryan added that once that was accomplished, Rural Development required a validation of the bonds which is a legal proceeding where suit is filed in Circuit Court and the State Attorney reviews the bond materials and gives an answer that the requirements of the Statute are met, followed by a ruling by the Judge that the bonds are valid. Attorney Ryan pointed out that this procedure had to be followed because this was a Federal Government project. Attorney Ryan advised that at the same time the validation hearing process is started, the Request for Proposals (RFPs) for the lenders for interim financing can be prepared and circulated. Once the interim financing has been awarded, Attorney Ryan explained that the construction phase can begin.

Regarding the projects on Park Road, Mr. Smith commented that they should be concluded by January. In connection with the drainage and resurfacing project on S.W. 52nd Avenue, Mr. Larson commented that he hoped to have it ready for Commission approval of the engineering in January. At this time, Messrs. Craig and Steve Smith distributed holiday pies.

5. DISCUSSION: Status of Town Projects - Vice Mayor Shoaff/Public Works Director Larson

Regarding the sound wall, Mr. Larson explained that it was progressing as per his conversations with the Department of Transportation (D.O.T.) and he will be informing them, after obtaining Commission approval, that the work will need to be done through the night during the off-season so the project will stay on schedule. As for the whistle ban, Mr. Larson mentioned that the person in charge of this for the D.O.T. returned to work after being in Iraq for approximately seven months. In connection with the resurfacing of Hallandale Beach Boulevard, Mr. Larson reported that this was on schedule and there would be Public Hearings early next year to discuss the D.O.T. plans and a new person was in charge. Regarding the 30th Year C.D.B.G. project on S.W. 30th Avenue, Mr. Larson announced that the clock and the last of the streetlights and bollards were installed on the north side of Hallandale Beach Boulevard and all bollards match. Lastly, Mr. Larson informed everyone that the hanging baskets for the poles will be in within the next ten days.

Clerk-Commissioner Clark explained that everyone received a copy at the October meeting of the new schedule for the sound wall; that it was time for the Commission to take a formal position to waive the noise requirements so that the contractor would be able to work at night; and a Resolution needed to be placed on next week's agenda for this. Clerk-Commissioner Clark confirmed that the D.O.T. would be here in January or February for a Public Hearing so the public from the affected areas could provide comments. Mayor Lyons commented on the train whistle being utilized recently at 2:30 A.M.

During Item 6 of this agenda, Mr. Larson updated everyone on the status of the lift stations by explaining

DECEMBER 7, 2005

that the design and legal opinion had been completed and bond counsel had been selected. At this time, Mr. Larson indicated that the interim financing had to be concluded as mentioned by Attorney Ryan during Item 4 of this agenda. In response to questioning by Clerk-Commissioner Clark, Attorney Ryan advised that the Town would be going out for bids depending on how quickly the bond validation moved along. Mr. Larson and Attorney Ryan indicated that everything was on schedule.

6. DISCUSSION: 31st Year Community Development Block Grant (C.D.B.G.) - Public Works Director Larson

Mr. Larson explained that the Town received the agreement from the County so that the funding could be spent and this pertained to the first part of the streetlights south of Hallandale Beach Boulevard on S.W. 30th Avenue and the design of the drainage in that area.

11. DISCUSSION: Recommendation to Amend Chapter 5, Building and Building Regulations - Assistant Town Manager/Park Manager Wilde

Mr. Wilde explained that it had been the Town's practice to have a property owner sign off for building permits that were submitted from mobile home parks, including the co-ops. Because of an opinion issued by Attorney Ryan last week, Mr. Wilde announced that the Town's Code had to be amended to require this procedure since it was not spelled out in the Code now. Based on the foregoing, Mr. Wilde recommended that the Commission authorize the change to the Town's Code. Mayor Lyons directed the First Reading of this Ordinance to be on next week's agenda.

Mayor Lyons suggested some wording regarding this Ordinance during the non-agenda item by Mr. Scime near the end of this meeting.

12. DISCUSSION: Park Clean-Up - Assistant Town Manager/Park Manager Wilde

Mr. Wilde explained that there were three proposals (see attached) for work to be done in the Town's parks as a result of the damage from the hurricanes and the lowest proposal amounted to \$29,750.00. Discussion followed during which, among other things, Mr. Wilde mentioned that the Town was applying to F.E.M.A. for funds but there was no guarantee that funds would be paid. Mr. Wilde recommended that Acosta Nursery be awarded the project. Mayor Lyons directed this matter to be placed on next week's agenda.

13. DISCUSSION: Vehicle Lease - Assistant Town Manager/Park Manager Wilde

Mr. Wilde explained that he received a \$400.00 per month car allowance and, in lieu of the car allowance, he would like authorization to enter into a lease agreement instead in an amount not to exceed what he currently receives per month. Mr. Wilde indicated that there were three proposals (see attached). Mayor Lyons directed this matter to be on next week's agenda. Clerk-Commissioner Clark commended Mr. Wilde on his performance during Hurricane Wilma and indicated that he would comment on others at the Regular meeting next week.

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7. DISCUSSION: Community Budget Issue Request - Stormwater and Sanitary Sewer Improvements - Public Works Director Larson

Mr. Larson requested that next year's funding from the Legislature be for funds through the stormwater funding cycle to complete the drainage and paving of S.W. 52nd Avenue and from the wastewater funding cycle to complete the wastewater project that had been initiated with any remaining funds to reduce the debt amount. Attorney Ryan indicated that there was a Resolution for next week's meeting.

8. DISCUSSION: Pembroke Park Preserve Enhancement Project - Challenge Grant Final Extension - Public Works Director Larson

Mr. Larson explained that the Challenge Grant paid for the three new pavilions and improvements at the Preserve and one of the Grant requirements was that the park had to be open and operating which currently was not the case because of hurricane damage. Because of these circumstances, Mr. Larson indicated that he was applying for an extension to the Grant in order to preserve it. Mayor Lyons directed this matter to be on next week's agenda.

9. DISCUSSION: CSX Railroad Maintenance Contract Renewal - Public Works Director Larson

Mr. Larson explained that the Town had a one year contract with two one year extensions for maintenance of the CSX Railroad right-of-way corridor through the Town and this was the final extension. Mr. Larson added that the Commission could ask for an increase now for the following year since the railroad budget was set in June. Discussion followed and Mr. Larson recommended that the increase being requested by the Town should be the cost of living over the last three years, i.e., approximately 12% to 14%. Mayor Lyons directed that the final year contract renewal should be on the agenda next week.

10. DISCUSSION: Senator Bennett's Senate Bill 934 - Relating to Mobile Homes and Affordable Housing - Mayor Lyons

Mayor Lyons indicated that everyone had a copy of the Senate Bill (see attached) and explained that it would be beneficial for all mobile home park owners, mobile home owners and renters to support passage of the Bill. Mayor Lyons directed this matter to be on next week's agenda and commented that he was going to ask for everyone's support.

15. DISCUSSION: Back-Up Generators - Commissioner Mohammed

Commissioner Mohammed explained that she wanted new developers to be required to have generators installed as part of their plans because of the long delays the Town experienced having power restored. Discussion followed. Mr. Miller appeared and introduced Mr. Robert Collins, his new assistant.

As an aside, Mr. Miller commented that he was going to speak to Mr. Rick Wolkins, head of the Department of Environmental Protection in Broward County, whom he knows, about the noise situation mentioned in Item 14 of this agenda.

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Returning to the discussion about backup generators, Mr. Miller explained that Hallandale adopted an ordinance on first reading to require backup generators for certain land uses, i.e., tall buildings with elevators and for gas stations. As for two story townhomes or walkups, Mr. Miller indicated that he would see what existed in this regard. In connection with the high rise apartment buildings in the Town and the six gas stations, Mr. Miller mentioned that he would review what was available and the Commission could target them. Also, Mr. Miller referred to the issue of standby generators. Mayor Lyons suggested that Commissioner Mohammed and Mr. Miller should work on this together and come up with something for the Commission. Vice Mayor Shoaff suggested that the Town could review Hallandale's generator ordinance.

16. DISCUSSION: Contract Renewal for Consulting Services - Attorney Ryan

Attorney Ryan explained that the contract for consulting services with Tidewater Consultants would expire at the end of this month and the Commission needed to decide about renewing the contract for the upcoming year. Mayor Lyons indicated that he thought they were very competent and directed this matter to be on next week's agenda.

NON-AGENDA ITEM: Budget Amendments for FY 2004/5 - Attorney Ryan

Attorney Ryan explained that Finance and Budget Director Rodriguez asked for a Resolution at the meeting next week regarding amendments to the budget for Fiscal Year 2004/5. Dr. Levy added that the auditors would be at Town Hall to begin the audit.

NON-AGENDA ITEM: Settlement Funds from Hollywood - Mayor Lyons/Attorney Ryan

Attorney Ryan mentioned that Mr. Larson reported that the settlement funds finally were received from the City of Hollywood.

NON-AGENDA ITEM: Building Permits - Mr. Sandy Scime

Mr. Sandy Scime of Park Lake Estates appeared and thanked the Town Commission and staff for the help they were given after Hurricane Wilma. Regarding the lift stations, Mr. Scime mentioned that there was noise from station 3 and it was getting worse. As for building permits and site plans, Mr. Scime asked for whatever help the Town could give to make the building permit process easier. Mayor Lyons commented that he hoped to have the amendment to the ordinance on building regulations allow a park owner or manager to sign off.

NON-AGENDA ITEM: Building Permits - Mr. Gilles Chevrier

Mr. Gilles Chevrier of Dale Village appeared and thanked the Town Commission and staff for the help they were given after Hurricane Wilma. Mr. Chevrier commended Mr. Babik, new Building Official. Mr. Chevrier commented on the Building Official's position regarding the repair of carports and screen rooms and asked that the repairs be allowed to be done by homeowners with a homeowners' permit with engineer's

TOWN OF PEMBROKE PARK

WORKSHOP COMMISSION MEETING

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drawings and not, necessarily done by contractors. Because of the shortage of contractors, Mr. Chevrier commented that they did not think anything would be able to be repaired within a year.

Mayor Lyons commented that he would speak with Mr. Babik but it was his understanding that the Florida Building Code required that a licensed contractor had to do the work and Mr. Babik could not go against that. Clerk-Commissioner Clark suggested that Mr. Babik could discuss this at next week's Commission meeting and commented that it was difficult to find any contractors. Discussion followed. Mayor Lyons reiterated that Mr. Babik could not do anything other than follow the Florida Building Code. Discussion continued and Mayor Lyons indicated that he would have an answer next week.

Since there was no further business, Mayor Lyons entertained a motion to adjourn. Vice Mayor Shoaff so moved and it was seconded by Commissioner Mohammed. The motion was carried unanimously by voice vote and the meeting was adjourned at 3:55 P.M.

Respectfully submitted,

By: _____
NATASHA JOSEPH
Deputy Town Clerk

RESOLUTION NO. 16-07-03

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REQUIRING THAT THE REMEDIATION OF THE FORMER PETROLEUM PRODUCTS SUPERFUND SITE BE MADE TO RESIDENTIAL STANDARDS; TRANSMITTING A COPY OF THIS RESOLUTION TO THE U.S. ARMY CORPS OF ENGINEERS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION IV; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petroleum Products Corporation (“PPC”) operated from 1958 until 1971 as a processor and broker of waste oil and other hydrocarbon products; and

WHEREAS, sludge generated by an onsite acid-clay refining process was disposed of in unlined sludge pits that covered approximately two acres; and

WHEREAS, poor management practices during the PPC operation resulted in oil and sludge being spread across much of the site; and

WHEREAS, a majority of the sludge material is buried below the groundwater table where it is in constant contact with groundwater, subsequently promoting leaching of contaminants into the Biscayne Aquifer; and

WHEREAS, as a result of the contamination, in 1987, the site was placed on the National Priorities List by the U.S. Environmental Protection Agency, which sites are commonly referred to as “superfund sites”; and

WHEREAS, previous remedial investigations were completed in 1988 and 1992, however, a review of the investigation findings have revealed numerous data-gaps, and incomplete and erroneous results, which have an impact on selecting an appropriate remediation remedy for the PPC site; and

WHEREAS, a review of the U.S. Army Corps of Engineers January, 2016, Final Remedial Investigation Report properly asserts that although some of the superfund site is currently utilized for industrial purposes, the future redevelopment of this PPC site will likely include residential and other commercial or industrial uses; and

WHEREAS, in addition, the PPC superfund site directly abuts residential properties; and

WHEREAS, the Town is aware that consideration is being given to possible “commercial-level” or “industrial-level” remedies, which would preclude future residential use or re-development of the PPC site; and

WHEREAS, as the responsible government agencies explore ways to effectuate the complete remediation of this superfund site, the Town of Pembroke Park would like to make it patently clear that it will only accept remediation of the PPC site to residential standards.

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

Section 1. That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Resolution.

Section 2. That the Town of Pembroke Park, Broward County, Florida, is hereby placing the responsible government agencies on notice that it requires the former Petroleum Products Corporation Superfund Site be remediated to residential standards.

Section 3: That the Clerk-Commissioner is directed to deliver a copy of this Resolution to the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the U.S. Environmental Protection Agency, Region IV and any other relevant governmental agencies and interested parties.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith are superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 11th day of July, 2016.

ASHIRA A. MOHAMMED
Mayor-Commissioner

ATTEST:

ANNETTE WEXLER
Clerk-Commissioner
Acting Emma Shoaff



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WORKSHOP COMMISSION MEETING OF THE TOWN OF PEMBROKE PARK

WEDNESDAY, FEBRUARY 1, 2017 - 03:00 P.M.
AMENDED AGENDA

CALL TO ORDER – 03:11 P.M.
PLEDGE OF ALLEGIANCE
ROLL CALL

PRESENT:	MAYOR:	ASHIRA MOHAMMED
	VICE MAYOR:	HOWARD P. CLARK, JR.
	CLERK-COMMISSIONER:	ANNETTE M. WEXLER
	COMMISSIONER:	GEORGINA COHEN
	COMMISSIONER:	EMMA J. SHOAFF
	TOWN MANAGER:	ROBERT A. LEVY
	TOWN ATTORNEY:	CHRISTOPHER J. RYAN
	ASSISTANT TOWN MANAGER/ PARK MANAGER:	THOMAS WILDE
	ASSISTANT TOWN MANAGER/ DEPUTY TOWN CLERK:	NATASHA JOSEPH
	DIRECTOR OF PUBLIC WORKS:	TODD LARSON
	TOWN ENGINEER:	PETER KUNEN
	CONSULTANT PLANNER:	MICHAEL MILLER
	B.S.O. LIAISON:	DANZELL BROOKS
	FIRE DEPARTMENT LIAISON:	MICHAEL KANE
	FINANCE & BUDGET DIRECTOR:	GEORGINA RODRIGUEZ
	CODE ENFORCEMENT OFFICER:	JEFFREY LOUIS
	INTERIM BUILDING OFFICIAL:	ALAN CORRIVEAU
	CLERK ASSISTANT:	TIFFANY COLQUITT

24. DISCUSSION: Transfer of Previously Approved Special Exception – Contractor Shop C-1 Heavy Commercial Zoning District – Consultant Town Planner Miller

Mr. Miller stated this is part of the previous approval granted in 2011 for a roofing contractor known as Yo Roofing. Mr. Miller stated the business is located between 56th Avenue and Dale Village. Mr. Miller stated the Town created a special zoning district for this area in 2003, known as the C-1 District. Mr. Miller provided a brief history regarding the annexation of this land from Broward County. Mr. Miller stated Yo Roofing was the first site to re-develop according to the new zoning regulations and uses.

Mr. Miller stated Yo Roofing added a buffer wall on the north side, painted the building, updated the parking spaces and landscaping, etc. Mr. Miller stated the business has now closed and the site has been sold to another contractor known as ENCO, LLC. Mr. Miller provided a summary of the business type and history based off of the information provided. Mr. Miller provided a summary of the Resolution adopted for Yo Roofing. Mr. Miller stated Staff has vetted the operation. Mr. Miller provided a summary of the business operations that are to be conducted at this location.

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Mr. Miller stated ENCO has a larger storage yard in Pompano, Florida, where most of the heavy equipment will be stored. Mr. Miller stated the use will fit within the building and the new owners have agreed to repair the landscaping issues and more. Mr. Miller stated Staff is supportive of the approval subject to the revisions in the conditions. Mr. Wilson Sanchez, one of the owners of ENCO, LLC, provided a brief summary on the general contracting company that also perform minor engineering and design work.

Mr. Sanchez stated the intent is to utilize this site as an office space with storage for small hand tools and employee parking in the back of the building. Mr. Sanchez stated the building will be occupied by three civil engineers. Mr. Sanchez stated plans for painting the building according to the Town's color pallet, bring the landscaping up to code standards, and continue to operate in the building as the previous owners did. In response to questioning by Vice Mayor Clark, Mr. Sanchez affirmed the operation of the business would be quiet because the employees go directly to the site. In response to questioning by Commissioner Cohen, Mr. Sanchez stated the office hours are from 7:30 A.M. - 4:00 P.M. or 8:00 A.M. to 5:00 P.M.

In response to questioning by Clerk-Commissioner Wexler, Mr. Miller affirmed the new conditions had been included and will be required. Mr. Miller provided a summary of the Staff recommendation summary listed in the report. In response to questioning by Clerk-Commissioner Wexler, Mr. Miller stated there is supposed to be a hedge row along the buffer wall on the north side and a couple of trees. The discussion continued.

In response to questioning by Clerk-Commissioner Wexler, Mr. Miller affirmed the other conditions are stated in the new agreement. Mr. Miller stated the conditions will be included in the Resolution by Attorney Ryan next week. Mr. Miller announced this item will be placed on next week's agenda for Commission approval at 7:00 P.M.

22. DISCUSSION: Update EBA Comprehensive Plan – Vice Mayor Clark / Consultant Town Planner Miller

Mr. Miller provided a brief update regarding the Comprehensive Plan submission to the different State Review Agencies. Mr. Miller stated a letter was received with comments listed from the following agencies: the Department of Economic Opportunity (DEO), the Florida Department of Transportation (F.D.O.T.), etc. Mr. Miller provided a summary of the comments and steps needed to correct the issues discussed in the comments. Mr. Miller stated Staff would like to bring this item before the Commission in March for adoption. Mr. Miller stated once the plan is adopted, Staff will transmit the plan to the State for compliance, which would make the document an affective law of the Town.

Vice Mayor Clark stated this item also ties into annexation by laying out the foundation for the type of Town we have. Vice Mayor Clark provided a summary of how the plan outlines major components of the Town's way of living. Vice Mayor Clark directed the Town Clerk to add this item to the March agenda. In response to questioning by Mayor Mohammed, Mr. Miller stated Staff only has to address the F.D.O.T. comments. In response to questioning by Vice Mayor Clark, Mr. Miller stated there is a deadline on this item and advertisement is needed. The discussion continued.

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PUBLIC COMMENTS

Mr. Harvey Shoaff announced the Shoaff Family, residents and business owners in the Town since 1918, have elected to sell their business to another company in the Town. Mr. Shoaff stated the family will remain residents of the Town, but no longer business owners. The discussion continued. Mr. Shoaff stated the Mobile Home Industry was and still remains a very important industry in the Town. Mr. Shoaff asked the Commission to continue to support the Mobile Home Industry. Vice Mayor Clark asked Mr. Shoaff for copies of photos of the old casino that was located in his family community. The discussion continued.

23. DISCUSSION: Update on Request to Convey S.W. 40th Avenue Right-of-Way – Consultant Town Planner Miller

In response to questioning by Mayor Mohammed, Mr. Miller provided an update relating to the Checkers Restaurant Site Plan approved by the Commission. Mr. Miller provided a summary of the driveway cut issues that have come about with Broward County regarding 40th Avenue. Mr. Miller stated there will probably be a minor site plan amendment. Mr. Miller stated the site will be allowed some access to 40th Avenue, but not what the Town approved. Mr. Miller stated Staff is waiting for Broward County's respond to the owners. The discussion continued.

25. DISCUSSION: Proposed Ordinance Re-Establishing a Temporary Moratorium on the Submittal, Processing, and Issuance of Local Business Tax Receipts and/or Use Approval for Marijuana Dispensing Organizations / Medical Marijuana Treatment Centers, for a Period of 180 Days from the Date of Adoption – Consultant Town Planner Miller

Mr. Miller stated this is a general discussion on the subject of Medical Marijuana in the State of Florida. Mr. Miller stated over the last few years residents of the State voted to allow Medical Marijuana Use under certain situations. Mr. Miller stated regulatory writer in Tallahassee are currently revising the regulations to address the issues approved in the November elections. Mr. Miller stated there will be a number of dispensaries and doctors allowed to prescribe the medication throughout the State. Mr. Miller provided a summary of the regulation drafted by Staff and the temporary Moratorium adopted by the Commission previously.

Mr. Miller stated Staff has re-drafted the regulation, but is currently waiting to see what regulations the State will draft. Mr. Miller stated a lot of cities are adopting temporary six month Moratoriums in order to allow the State time to complete the regulations, and then allow the cities to adopt their own zoning regulation. Mr. Miller suggested the Commission move forward with the adoption of a new temporary Moratorium for a six month period. Mayor Mohammed added this item to the agenda for next week.

27. DISCUSSION: Personnel Policy and Procedures Manual – Vice Mayor Clark / Asst. Town Manager / Deputy Town Clerk Joseph

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Vice Mayor Clark stated Staff is working on bringing the Personnel Policy and Procedure Manual up to date. Vice Mayor Clark stated the Finance Director has been asked to provide salaries for comparisons. Vice Mayor Clark suggested Mr. Miller provided the comparisons with other municipalities. Mr. Miller agreed to assist with the research.

3. DISCUSSION: Public Safety – Clerk-Commissioner Wexler / Captain Brooks

Chief Brooks provided a brief explanation of the gun locks distributed to the Commissioner and Town Staff. Chief Brooks stated the Law Enforcement Trust Fund (L.E.T.F.) request submitted by the Town on last month has been approved. Chief Brooks provided a summary of the approval (Item 26). Chief Brooks stated the Explorers are scheduled to attend the Blood Drive on February 18, 2017 from 7:30 A.M. to 2:00 P.M. Chief Brooks provided an update on the request received from the Assistant Town Manager to assist the Fire Department with the writing of a Notice to Appear (N.T.A.) for A & B Recycling.

Chief Brooks provided an update on the complaint received from Bamboo Mobile Home Park (M.H.P.) regarding someone loitering around the office areas at night. Chief Brooks provided information regarding the purchase of a message board for the Town. Chief Brooks introduced Major Angelo Cedenio. Chief Brooks stated Major Holmes has been reassigned to the Central District, and Major Cedenio will be taking Major Holmes' place in the South District. Major Cedenio provided a brief history about patrolling this area 23 years ago.

Major Cedenio provided a brief summary of his experience as an officer/deputy. Major Cedenio informed the Town that Captain Brooks would be leaving the district shortly and a replacement would have to be selected for consideration by the Broward Sheriff's Office (B.S.O.). Mayor Mohammed welcomed Major Cedenio. Mayor Mohammed stated the Town is hopeful that S.O. Coker could fill the replacement position. The discussion continued. Mayor Cedenio listed the municipalities that make up the South Broward District: Fort Lauderdale Air Port, Weston, Pembroke Park, etc.

Chief Brooks stated his Law Enforcement Career was started almost 34 years ago; 30 years in the City of Hollywood and four year with B.S.O. in District One. Chief Brooks provided a summary of all of the positions and agencies he has held over this 34 year career including: F.B.I. Taskforces, Secret Service Taskforces, D.E.A. Taskforces, etc. Chief Brooks stated the last four years have renewed faith in Community Initiatives. Chief Brooks provided a summary of some of the programs and events that have been established over the past four years here in District One; the Explorer Program, the Oasis Programs, the Study Buddy Program, etc. Chief Brooks thanked the Town for this opportunity to serve the residents of Pembroke Park. Mayor Mohammed thanked Chief Brooks for all of the hard work and assistance provided to the Town.

26. DISCUSSION: Security at Town Hall – Mayor Mohammed

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Mayor Mohammed reminded everyone that Chief Brooks stated the L.E.F.T. funding has been approved. In response to questioning by Mayor Mohammed, Mr. Larson stated as soon as the contracts are signed Staff will move forward.

4. DISCUSSION: Fire Safety – Clerk-Commissioner Wexler / Captain Kane

Chief Kane announced an Educating Students and Parents Night (E.S.P.N.) event at Lake Forrest Elementary School on February 16, 2017 from 5:30 P.M. to 7:30 P.M. Chief Kane provided a brief summary of the scheduling conflicts that have occurred in regards to the Fire Employee of the Month. Chief Kane invited the Commission/Staff to attend the Employee of the Month Celebration that will be held at Fire Station 27 on February 28, 2017 at 9:00 A.M. Chief Kane stated coincidentally the Town will be discussing the fire contract later this evening and so will the City of West Park.

Chief Kane stated the Fire Department strongly supports and represents the Town of Pembroke Park. Chief Kane stated hopes of solidifying a contract over the next few weeks between each city. Chief Kane stated the Town has the support of the Fire Department, the Sheriff, the members of Fire Station 27, and himself. Chief Kane provided a summary of the services provided to the Town and stated hopes of continuing to serve the residents of the Town.

In response to questioning by Mayor Mohammed, Chief Kane stated the item listed on the West Park agenda was for the discussion of the contract for Fire/Rescue Services.

1. DISCUSSION: Bills Over \$500 – Finance & Budget Director Rodriguez

Mayor Mohammed stated everyone has a copy of the report and anyone with questions, could ask the Finance Director.

2. DISCUSSION: Budget – Vice Mayor Clark / Finance & Budget Director Rodriguez

Vice Mayor Clark stated there is a slight change. Vice Mayor Clark reminded everyone of the discussion held last month regarding the spending of money. Vice Mayor Clark stated the “Irwin Lehman Rule” says if the costs are not in the budget, the money is not spent and if the money is not found, the money is not spent. Vice Mayor Clark stated Ms. Rodriguez has designed a model in order to keep track of the spending. The discussion continued.

Vice Mayor Clark informed the Commission that Ms. Rodriguez would be providing updates. Vice Mayor Clark stated the Directors will report any expenditures that may be over budget to Ms. Rodriguez. Vice Mayor Clark provided a summary of the plans to possibly put a minimum of \$100,000.00 back into the reserves. Ms. Rodriguez stated a “Budget Performance Report” has been placed in the Commissioners’ inboxes. Ms. Rodriguez stated the traffic detail is the only item to report (Page 5 – Traffic Enforcement).

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In response to questioning by Clerk-Commissioner Wexler, Ms. Rodriguez clarified the amount is for the traffic detail. In response to questioning by Clerk-Commissioner Wexler, Dr. Levy stated no knowledge of why the costs were over budget. Dr. Levy provided a summary of the reasons for the detail over by Progressive and A & B Recycling. In response to questioning by Dr. Levy, a discussion regarding the necessity of the two details continued. Vice Mayor Clark suggested Staff suspends the garbage detail. The discussion continued.

Mr. Wilde provided an explanation of the two B.S.O. details. In response to questioning by Clerk-Commissioner Wexler, Mr. Wilde stated the Town wide detail is five times a week and the S.W. 31st Avenue detail is three times a week. The discussion continued. In response to questioning by Mayor Mohammed, Mr. Louis stated the Code Department has not received many complaints regarding Progressive. In response to questioning by Clerk-Commissioner Wexler, Mr. Louis affirmed the stacking of vehicles has slowed down on S.W. 31st Avenue and the calls for complaints have gone down also.

Vice Mayor Clark reminded everyone of the odor complaints previously received for that area that now appears to have been lessened. The discussion continued. In response to questioning by Vice Mayor Clark, Mr. Larson provided an opinion on why the odor has lessened. The discussion continued. Commissioner Shoaff and the Commission agreed to direct Staff to suspend the two details. Clerk-Commissioner Wexler suggested Mr. Wilde notify Chief Brooks of the changes.

Ms. Rodriguez stated pages eleven and twelve provided a progress of the expenses that were incurred on Town projects. In response to questioning by Dr. Levy, Ms. Rodriguez provided an update on the progress of the audit. Dr. Levy provided a summary of the overtime Staff has had to work due to the audit. In response to questioning by Clerk-Commissioner Wexler, Ms. Rodriguez stated the auditor's started the audit last week. Ms. Rodriguez stated the Ordinances pertaining to the Finance Department may have to be amended as a result of the audit. Ms. Rodriguez agreed to discussion this issue with the Town Attorney. The discussion continued.

15. DISCUSSION: Building Department – Vice Mayor Clark / Interim Building Official Corriveau

Mr. Corriveau provided a summary of the "Building Buzz". In response to questioning by Commissioner Cohen, Clerk-Commissioner Wexler stated the report was in the back-up information. Mr. Corriveau stated some of the information contained in the report had changed. Mr. Corriveau provided an update on the Seneca Town Center project.

Mr. Corriveau provided a brief summary of the agreement with Park Lake regarding the issuance of Premise Permits. Mr. Corriveau provided an update on the El Porto Restaurant's permit process. Mr. Corriveau provided an update on the inspections conducted in the Trinity Community. Dr. Levy provided a summary of why this course of action regarding violations in the Trinity Community was required. The discussion continued.

In response to questioning by Vice Mayor Clark, Mr. Larson stated sometimes the resident has to perform work on the tie-into the Town's Sewer System. Mr. Larson stated the residents are not working on the Town's Sewer System because this is not allowed.

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5. DISCUSSION: Engineer's Report – Town Engineer Kunen

Mr. Kunen provided an update on the S.W. 25th Street Storm Water Project bid process and the Mandatory Pre-Bid Meeting that is scheduled for tomorrow afternoon at 2:00 P.M. Mr. Kunen stated the bid opening is scheduled for February 16, 2017 and review of the bids should be completed by the March meetings for Commission approval. Mr. Kunen stated a proposal from Craig A. Smith and Associates has been received for engineering services (bidding services and engineering inspection) during construction. Mr. Kunen provided an update on the Florida Department of Transportation (F.D.O.T.) Drainage Swell Project.

Mr. Kunen announced a meeting is scheduled this Monday to receive a status update from F.D.O.T. Mr. Kunen stated preliminary information has been received from the Hydrologist on the Hydrological Study. Mr. Kunen stated the information is still being reviewed by Staff. Mr. Kunen stated the information that has been reviewed shows the influence of Meekins Lake on Behan Lake is minimal. Mr. Kunen provided a summary of the purpose of the study and the preliminary findings.

6. DISCUSSION: Proposed Scope of Services and Proposed Fee for S.W. 25th Street Storm Improvements Projects (Phase I Re-Bid) – Town Engineer Kunen

This item was discussed under item five.

7. DISCUSSION: Fire Hydrant Relocation Conveyance to Broward County – Town Engineer Kunen

Mr. Kunen stated this is part of the John P. Lyons Lane Storm Water Project, which was recently completed. Mr. Kunen stated one of the Broward County fire hydrants needed to be moved about one foot behind the new concrete curbing along the road. Mr. Kunen stated as part of the issuance of the permit from Broward County, there was a requirement stating after the fire hydrant is relocated the new piping fitting would have to be conveyed back to Broward County. Mr. Kunen provided two documents to the Commission for review: a Release of Lien and a Bill of Sale. Mr. Kunen stated a belief that Broward County will be paying the Town \$10.00 for the land. Mr. Kunen stated the relocations has been completed and; the conveyance of that section back to Broward County is just a formality.

Vice Mayor Clark stated the 25th Street Project is being completed in a piecemeal. In response to questioning by Vice Mayor Clark, Mr. Kunen affirmed the funding is split up. Mayor Mohammed stated the Town has a grant writer that will attempt to obtain grants for the Town to finish the project. Dr. Levy provided a summary of the funding received from the Community Development Block Grants (C.D.B.G.) over the past years. Mr. Larson stated Ms. Dee Carper has been added to the Rural Development System in order to assist with the applications for grant funding. The discussion continued.

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In response to questioning by Commissioner Shoaff, Mr. Larson provided a summary of the funding applications currently being completed by Staff. In response to questioning by Commissioner Shoaff, Mr. Larson stated the Town will not be spending the money until the funding has been received. In response to questioning by Commissioner Shoaff, Mr. Larson stated the Town does not have the funding right now, but Staff is in the process of completing the applications. The discussion continued. In response to questioning by Attorney Ryan, Mayor Mohammed placed items six and seven on the consent agenda.

10. DISCUSSION: Drainage: Florida Department of Transportation (F.D.O.T.) – Country Club Lane to County Line Road – Vice Mayor Clark / Public Works Director Larson / Town Engineer Kunen

Mr. Kunen stated this item was discussed previously during item five. Mr. Kunen provided a brief summary of what was previously discussed. The discussion continued. In response to questioning by Vice Mayor Clark, Mr. Larson stated F.D.O.T. has not asked the Town to contribute any monies into the project.

8. DISCUSSION: Status of Town Projects – Commissioner Shoaff / Public Works Director Larson

Mr. Larson stated there are two issues not listed in the report. Mr. Larson stated the first item is in regards to the damages caused by Florida Power and Lights (FPL) drilling through one of the lines with a jack and bore, which was discussed last month. Mr. Larson stated Staff is in the process of billing FPL for reimbursement of the damages through the FPL Claims Department. Mr. Larson stated the second issue is in regards to a message received from Lobbyist, Dell Molita. Mr. Larson stated the message informed Staff that the Town's project is going before the Senate, so Staff has to either request our State Senator would have to go and speak on the project's inclusion in the legislative appropriation or a representative of the Town. The discussion continued.

In response to questioning by Vice Mayor Clark, Mr. Larson stated this is the project that was vetoed last year, so this year the project will go through the full legislative process. Mr. Larson stated if the funding is approved, the rest of the John P. Lyons Lane Drainage Project would be paid for with funding from the State. Mr. Larson stated the project has to be presented by either the State Senator (Oscar Braynon) or a representative of the Town. The discussion continued.

MEETING RECESSED: 4:31 P.M.

MEETING RESUMED: 4:35 P.M.

Mr. Larson provided an update on the conversation with Mr. Molita. Mr. Larson stated Mr. Molita recommended someone that is strongly knowledgeable about the project attend. Clerk-Commissioner Wexler stated a lobbyist was suggested by Mr. Molita. Mayor Mohammed

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stated if the lobbyist could not attend, the Commission authorizes Mr. Larson to attend the meeting. Attorney Ryan recommended using Tidewater, Inc. to attend the meeting. The discussion continued.

9. DISCUSSION: Sign Variance Request for Channel 10 – Public Works Director Larson

Mr. Larson stated Channel 10 has submitted a request to change the sign due to changes to the logo. Mr. Larson stated this is not a changeable company sign, but a fixed copy sign just like the current one. Mr. Larson stated the request is slightly smaller than the current sign. In response to questioning by Mayor Mohammed, Mr. Larson stated Staff has no objection to the approval of the sign variance. Mayor Mohammed added this item to the agenda for next week.

11. DISCUSSION: Annexation Update – Vice Mayor Clark

Vice Mayor Clark stated West Park has not filed a bill. Vice Mayor Clark provided a summary of all of the work completed over the summer regarding this issue. Vice Mayor Clark provided an update on the Town's involvement with the Annexation Sub-Committee that is currently active. Vice Mayor Clark provided a summary of all of the programs that had been attended to assist with Annexation. The discussion continued.

12. DISCUSSION: Fire and Rescue Contract Letter – Vice Mayor Clark

Mayor Mohammed stated everyone has a copy of the letter to review. Vice Mayor Clark reminded everyone of how much money the Town is losing every month. Mayor Mohammed provided an update on a meeting held with the City of Hollywood on yesterday. Mayor Mohammed asked Staff to provide more advanced notice of the meeting dates and times.

13. DISCUSSION: Five Year Capital Improvements and Finance – Vice Mayor Clark / Public Works Director Larson

In response to questioning by Vice Mayor Clark, Mr. Larson stated Staff is in the process of applying for the Rural Development Grants. Mr. Larson stated Ms. Carper is assisting in the process and Mr. Kunen is also completing portions of the process. Vice Mayor Clark stated if the Town does not receive the funding, the Town does not spend the monies.

14. DISCUSSION: International Promotions, Businesses, Community Involvement, and Community Recognitions: Park Lake Estates, One Blood, Sandy Scheme, Ashira Mohammed, Emma Shoaff, Georgina Cohen, and Annette Wexler – Vice Mayor Clark

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Vice Mayor Clark stated the Town is going to recognize Ashira Mohammed, Sandy Scheme, One Blood, and Park Lake Estates this month. Vice Mayor Clark stated this is all interwoven into the annexation issues. The discussion continued.

16. DISCUSSION: 29th Annual Blood Drive – Park Lake Estates and One Blood – Vice Mayor Clark

In response to questioning by Mayor Mohammed, Vice Mayor Clark stated the 29th Annual Blood Drive will be held on February 18, 2017. Vice Mayor Clark stated Mr. Louis has done a great job assisting with the event. The discussion continued.

17. DISCUSSION: Pembroke Park Cares, Inc. 501(c) 3 Non-Profit Corporation – Vice Mayor Clark / Dee Carper / Attorney Ryan

Vice Mayor Clark stated there is one individual that does not want to be included in the corporation, so Attorney Ryan has to amend the documentation. Vice Mayor Clark stated Attorney Ryan and Ms. Carper have been in discussions regarding this issue, and as soon as all of the work is completed the organization can move forward. In response to questioning by Vice Mayor Clark, Attorney Ryan stated in the event that there are two or more Directors/Commissioners present at the meetings, the meetings will be subject to both the Public Records Laws and the Sunshine Laws. The discussion continued. Mayor Mohammed provided a summary of the steps needed in order to adopt the bylaws for the corporation. Attorney Ryan stated the Non-Profit Corporation is in process.

18. DISCUSSION: Community Based Wellness Program – Vice Mayor Clark / Mayor Mohammed / Dee Carper / Asst. Town Manager / Parks Manager Wilde / Asst. Town Manager / Deputy Town Clerk Joseph / Attorney Ryan

Vice Mayor Clark stated Staff has been meeting with the people at the Maculele Miami Brazilian Arts School (Maculele). Vice Mayor Clark stated the community based programs will be coming forward. Vice Mayor Clark stated Staff would like to bring Maria, one of the owners of Maculele, into more discussions regarding community programs. The discussion continued. Mayor Mohammed stated the Town is also looking to start our own community based wellness program.

19. DISCUSSION: Proposed Amendment to Comprehensive Plan – Future Residential – Town Manager Levy

Dr. Levy stated the Town needs a Comprehensive Plan Amendment requiring the Superfund Site to provide a residential standard of cleaning. Dr. Levy stated the residential standard is the highest level of cleaning. Dr. Levy stated the Superfund Site is pushing to do a commercial standard of cleaning. Dr. Levy stated Staff has spoken to the Environmental Protection Agency (E.P.A.) numerous times regarding this issue. Dr. Levy stated the best chance the Town has at getting a residential standard cleaning, is to include “the area may become cleaned to a residential standard at a future time” language in our Comprehensive Plan.

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Dr. Levy stated once the buildings go down and the government cleans the area, the Town should have the area available for any use that the Commission wishes to Zone the area for. Dr. Levy provided a summary of the amendment and the purpose the amendment would serve. Dr. Levy provided a detailed explanation of the differences between the commercial cleaning and residential cleaning standards. The discussion continued. Mr. Larson stated the E.P.A. is already going to clean a couple of the mobile home sites that were affected.

Mr. Larson stated two of the parks have been cleaned already and there are a few more that may be affected which would receive the same type of clean-up because of the residential zoning. Mr. Larson stated the other site on the opposite side of Carolina Street is where the E.P.A. is proposing a lower clean-up standard. Mr. Larson provided a summary of the clean-up disposal process. In response to questioning by Mayor Mohammed, Mr. Larson affirmed some of the residential clean-ups have already taken place. Clerk-Commissioner Wexler provided a summary of the length of time this issue has been in existence in the Town.

Commissioner Cohen stated all of the clean-ups in her park was taken care of and there are no other problems. The discussion continued. In response to questioning by Dr. Levy, Commissioner Shoaft suggested supporting the residential cleaning standard. Commissioner Cohen stated no, we do not want to do residential standard, because her park has already been done.

In response to questioning by Clerk-Commissioner Wexler, Mayor Mohammed stated the E.P.A. came before the Commission a few months back and the Commission requested the Town be cleaned to residential standards. Mayor Mohammed suggested the Commission stand behind the decision made a few months ago. The discussion continued. In response to questioning by Mayor Mohammed, Attorney Ryan agreed to begin working on the Comprehensive Plan Amendment. In response to questioning by Clerk-Commissioner Wexler, Attorney Ryan stated the Town could get the requested information in the form of a letter from the E.P.A. The discussion continued.

20. DISCUSSION: Comcast Communications Agreement for Behan Park – Attorney Ryan

Attorney Ryan stated this is a simple agreement that could be placed on the consent agenda.

21. DISCUSSION: Behan Park Security and Surveillance System: Vector Security Commercial Purchase and Service Agreement and MMJ Electric, Inc. Installation & Wiring Agreement – Attorney Ryan

Attorney Ryan stated both of these items are agreement that could be placed on the consent agenda.

28. DISCUSSION: Records Management – Asst. Town Manager / Deputy Town Clerk Joseph

Dr. Levy stated according to the State Laws, the Town is supposed to purge records at the 10 years of age mark; excluding personnel records. Dr. Levy stated Staff has not been purging the records because the Town has not had the proper equipment for the job. Dr. Levy stated Ms. Joseph suggested the Town hire the company whose information has been provided to the Commission for review and “piggyback” off of the Broward County contract for records management. Vice Mayor

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Clark suggested Staff hold-off on the record purging until further research has been completed. The discussion continued.

In response to questioning by Vice Mayor Clark, Ms. Joseph stated Vice Mayor Clark is referring to historical records. Ms. Joseph stated there are certain records that the Town must maintain, which are called permanent records. Ms. Joseph stated Staff is proposing the purging of records that are no longer relevant to Town business; i.e. obsolete records. Ms. Joseph stated the records being discussed are obsolete records that serve no governmental purpose; the historical records will be preserved. Ms. Joseph stated the Broward Clerk of Courts just completed the procurement process for records management, and Staff would like to “piggyback” off of the Broward Clerk of Court’s contract.

In response to questioning by Vice Mayor Clark, Ms. Joseph stated examples of the documents that would be destroyed; Financial Records from 1990, mail, magazines, solicitation emails, etc. Vice Mayor Clark stated once something is destroyed, the document is gone forever. Ms. Joseph provided a summary of how records management could protect the Town in certain instances. The discussion continued. In response to questioning by Vice Mayor Clark, Ms. Joseph stated the Florida Statutes states which records the Town has to house according to the law. The discussion continued.

29. DISCUSSION: Commission and Board Meeting Minutes – Asst. Town Manager / Deputy Town Clerk Joseph

Mayor Mohammed listed the copies of minutes that were provided to the Commission for review. Ms. Joseph stated the minutes provided in the Commission Books could be taken home by the Commissioners for review. The discussion continued. Mayor Mohammed stated the list previously stated will be considered for approval next week. The discussion continued.

Commissioner Shoaff led a discussion regarding Board Compensation. In response to questioning by Clerk-Commissioner Wexler, Attorney Ryan stated these Boards are Voluntary Boards. Attorney Ryan stated the original stipend was provided in order to offset the actual expenses relating to time missed from work or transportation. Attorney Ryan stated concerns in regards to increasing the stipend amount being within the purview of a Volunteer Board’s reimbursement. Attorney Ryan stated the status of financial obligations should not be a consideration for whether or not the stipend is changed.

Attorney Ryan stated the Town has to follow the basic premise of what the stipend was enacted for. The discussion continued. Vice Mayor Clark suggested adding this item to the Regular Commission Meeting Agenda. The discussion continued. Mayor Mohammed added this item to next week’s agenda, under Commissioners Cohen and Shoaff names, for discussion. In response to questioning by Dr. Levy, Attorney Ryan affirmed the issue could be placed on the consent agenda.

In response to questioning by Attorney Ryan, Mayor Mohammed affirmed the amount would increase to \$50.00 per meeting. In response to questioning by Mayor Mohammed, no objections to

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the increase were raised. In response to questioning by Commissioner Shoaff, Mayor Mohammed directed Staff to reach out to some of our residents that are in need of food.

30. PENDING BUSINESS

A. Eggstravaganza

Mayor Mohammed stated the Town is looking to purchase bags and a golf cart. Mayor Mohammed provided a summary of the benefits received from purchasing bags from a local bag vendor. Mayor Mohammed suggested the Commission approve a not to exceed amount for the bags. In response to questioning by Mayor Mohammed, Mr. Wilde affirmed asking the Commission for approval to rent golf carts for the April 1, 2017, "Eggstravaganza" event. In response to questioning by Mayor Mohammed, Mr. Wilde stated the rental price will be \$650.00 for two two-seater golf carts and one four-seater golf cart.

Mayor Mohammed suggested approval of the event dates at the next meeting. Mayor Mohammed announced the Blood Drive will be held on February 18, 2017.

B. 60th Anniversary

Mayor Mohammed stated the 60th Anniversary will be determined at a later date because the date will be based on location and availability information.

D. Food Distribution

Mayor Mohammed stated the Farm Share event will be held at the Raymond P. Oglesby Preserve on April 22, 2017 and September 16, 2017.

E. 4th Annual Health Fair

Mayor Mohammed stated the Health Fair will be held on November 4, 2017.

E. Turkey Drive

Mayor Mohammed stated the Turkey Give-a-Way will be held on November 20, 2017.

G. Holiday Party

Mayor Mohammed stated the Holiday Party will be held on December 8, 2017.

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F. Toy Drive

Mayor Mohammed stated the Holiday Toy Drive will be held on December 14, 2017.

Mayor Mohammed stated the Community Gardens Local Food Fair's scheduled dates: January 29, 2017; February 26, 2017; and March 26, 2017. Mayor Mohammed encouraged anyone willing to provide assistance on any of the event planning to contact Staff. In response to questioning by Mayor Mohammed, Ms. Joseph stated the Relay 4 Life event conflicts with one of the Town's events. Mr. Wilde stated the "Relay 4 Life" Overnight Event at McArthur High School, will be held on the same day as one of our Farm Share events. In response to questioning by Mayor Mohammed, Mr. Wilde affirmed the event is going back to a relay style night event.

A. Eggstravaganza

In response to questioning by Mr. Wilde, Mayor Mohammed stated the Pembroke Park Church of Christ (P.P.C.O.C.) was contacted regarding this event. Mayor Mohammed stated P.P.C.O.C. was not contacted regarding any give-a-ways. Mr. Wilde stated the volunteers from P.P.C.O.C. were a great help at the last event. Mayor Mohammed stated PPCOC asked for suggestions on areas of the Town in need of clean-up efforts (painting, trash pick-up, etc.), during the "Love Feast" on April 8, 2017. The discussion continued.

Mr. Louis suggested the volunteers paint the pink wall behind the Montessori School, which is off of 33rd Street, and/or paint the back of the walls between 30th Street and Hallandale Beach Boulevard (a.k.a. Antique Row). Vice Mayor Clark suggested S.W. 27th Street near the entrance of Lakeshore Mobile Home Park. In response to questioning by Mayor Mohammed, Mr. Wilde suggested the Town get permission from the private property owners before conveying the locations to the P.P.C.O.C. The discussion continued.

Mayor Mohammed suggested the Town Attorney draft a permission slip giving the Town authorization to paint the areas located on private property and explaining maintenance obligations. Mayor Mohammed directed Staff to send an email to Pastor Jones at P.P.C.O.C., with the approved location information. The discussion continued. In response to questioning by Dr. Levy, Mr. Larson provided an update on the C.S.X. Railroad Clean-Up Project from County Line Road up to Pembroke Road. The discussion continued.

In response to questioning by Mr. Louis, Mayor Mohammed directed Mr. Louis to meet with P.P.C.O.C. regarding possible clean-up locations in the Town. In response to questioning by Mayor Mohammed, Vice Mayor Clark stated the P.P.C.O.C. is hosting their 20th Year Anniversary of being in the Town. Vice Mayor Clark suggested the Town participate and honor P.P.C.O.C. The discussion continued.

FEBRUARY 1, 2017

Vice Mayor Clark stated Maculele Community Garden has asked for help with promotions. In response to questioning by Vice Mayor Clark, Dr. Levy provided an update on the Newsletter. In response to questioning by Mayor Mohammed, Dr. Levy affirmed the Mayor's Message had been removed. The discussion continued.

H. Pet Fair

In response to questioning by Commissioner Cohen, Mayor Mohammed stated the date for this event was not set. Commissioner Cohen asked for this event to be removed from the schedule, because she does not feel comfortable being associated with the event. In response to questioning by Mayor Mohammed, Commissioner Cohen stated the event could still move forward, but she does not want to take the lead.

Vice Mayor Clark led a discussion regarding a grant application submission by Maculele. The discussion continued.

8. DISCUSSION: Status of Town Projects – Commissioner Shoaff / Public Works Director Larson (CONTINUED)

In response to questioning by Dr. Levy, Vice Mayor Clark stated Mayor Mohammed directed Mr. Larson to allow Tidewater, Attorney Sigerson, and Mr. Helmich to deal with this issue. Dr. Levy provided a summary of what is currently underway in Tallahassee regarding project funding. Dr. Levy provided a summary of the recommendations of Mr. Dale Molita. In response to questioning by Clerk-Commissioner Wexler, Dr. Levy affirmed a State Representative is requested to go before the Committee in order to show project authenticity for funding. In response to questioning by Clerk-Commissioner Wexler, Dr. Levy stated if the Senator does not appear the project would seem unimportant. The discussion continued.

Vice Mayor Clark suggested Staff contact Senator Oscar Braynon first, and if the senator is unavailable, then Town Staff will reevaluate the situation. The discussion continued. Mr. Larson informed the Commission that Staff received the agreement from Broward County regarding the Lighting Project. Mr. Larson stated the agreement has been sent to Attorney Ryan for review. Attorney Ryan suggested this item be added to the agenda.

In response to questioning by Mayor Mohammed, Mr. Larson stated the Lighting Proposal does sufficiently address the parking lot area where the Community Garden is located. Mr. Larson stated the agreement does not contain any type of funding match so Staff is going to have to structure the project accordingly in order to complete the areas that the funding will cover. Mr. Larson stated Staff is also researching other funding. Vice Mayor Clark volunteered to organize the project presentation in Tallahassee, Florida. The discussion continued.

FEBRUARY 1, 2017

COMMISSIONER COMMENTS:

Vice Mayor Clark expressed approval of the Financial Report provided by Ms. Rodriguez.

TOWN MANAGER / PERSONNEL COMMENTS:

Dr. Levy provided a summary of the rumors circulating regarding the Trump Administration discontinuing Entitlement Programs, which would include C.D.B.G. Funding. The discussion continued.

Dr. Levy suggested the Town give recognition to Jose Verchetti and Chip Abele, the developers of Seneca, for their contributions to our Town. The discussion continued.

COMMISSIONER COMMENTS:

Mayor Mohammed read an invitation from the School Board of Broward County to attend a Gala recognizing Lake Forrest Elementary on March 3, 2017 at 6:30 P.M. Mayor Mohammed stated the tickets are \$50.00 each. Mayor Mohammed suggested the Town take out an ad congratulating our school for this accomplishment. The discussion continued.

Mayor Mohammed stated the Florida League of Cities (F.L.O.C.) is presenting a Grants Workshop on February 24, 2017 from 9:00 A.M. to 4:00 P.M. Mayor Mohammed provided a summary of the information that will be provided at the Workshop. The discussion continued.

Vice Mayor Clark informed the Commission of plans to present Mayor Mohammed with a Proclamation on the Islands of Trinidad, Haiti, and Jamaica. The discussion continued.

Since there was no further business, Clerk-Commissioner Wexler made a motion to adjourn. The motion was carried unanimously by voice vote. The meeting was adjourned at 5:40 P.M.

Respectfully submitted,

By: _____
NATASHA JOSEPH
Assistant Town Manager/Deputy Town Clerk

AGENDA ITEM REPORT



To: Town Commission
Subject: Employee Testing
Meeting: 03 13 2024 DRAFT REGULAR COMMISSION MEETING - Mar 13 2024
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Currently the Town does not test for basic proficiency for many job functions which results in lack of inefficiencies of completing daily tasks

POLICY IMPLICATIONS:

A better work force

RECOMMENDATION:

To require testing for specific job positions

	Status:
Aleem Ghany, Public Services Director	Pending
Marlen Martell, Town Clerk	Pending

AGENDA ITEM REPORT



To: Town Commission
Subject: Employee Evaluations
Meeting: 03 13 2024 DRAFT REGULAR COMMISSION MEETING - Mar 13 2024
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Town Employee Handbook pg. 23
Adopted 2021-12
Performance Evaluations

Semi-annually, employees shall be provided with a formal evaluation of their performance by their supervisors, which may be reviewed by the Town Manager and Town Commission, or its designee. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths, and to define training or improvement programs for areas requiring development. Completion of the performance evaluation form and discussion of noted ratings shall facilitate communication and an understanding of expectations while providing a history of employee progress and development.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. Employees shall have an opportunity to meet with and discuss the results of their evaluation with their supervisor and submit additional comment or points of disagreement to be included within their personnel file. Employees who receive poor performance ratings may be placed on a performance improvement plan and/or receive progressive discipline.

RECOMMENDATION:

To conduct semi-annual evaluations for positions that report to the Commission



Clear Form

Town of Pembroke Park Employee Performance Evaluation

Employee Name:		Department:	
Position:		Date of Hire	
Type of Evaluation:	Probationary: ☐	Annual: ☐	Period Covered: From: To:

Evaluation Instructions

The purpose of an Employee Performance Evaluation is to inform the employee on their performance of assigned duties in their position. The process also promotes improved customer service by pinpointing performance areas for commendation and/or improvement. Well-planned coaching/counseling sessions during the evaluation also assist an employee in his/her development going forward. An evaluation should be conducted with fairness, honesty and with a sincere interest of the employee.

The objectives of a good evaluation are:

- To recognize and commend good performance.
- To assure quality performance by identifying and correcting areas requiring improvement.
- To provide consistent feedback and discussion between an employee and the supervisor regarding performance expectations.
- To improve job satisfaction, productivity and morale.

The supervisor is to provide a performance rating score for each category during the evaluation. The scale has five possible ratings. Each is assigned a numerical value for the purpose of determining an overall score for the evaluation period. Please review the following definitions of the performance ratings before you evaluate the employee's performance.

Definition of Performance Ratings:

Exceptional: Work performance is consistently and substantially well above the standard expected of a thoroughly competent employee. Performance is distinctly superior. Employee exceeds established work standards and objectives for the position. Employee responds well to change and handles unanticipated problems/situations. *(If the overall rating is exceptional the rater must give a written statement of factual substantiation for the rating.)*

Exceeds Objectives: Employee exceeds performance objectives on a regular basis. Employee is making a valuable contribution to the town. Errors are infrequent and are typically detected and corrected by the employee.

Expected Performance: Work performance is consistently up to the standard expected of a thoroughly competent employee in that position. Employee is able to establish and meet reasonable goals and objectives.

Marginal/Needs Improvement: The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance. *(If the overall rating is Marginal/Needs Improvement the rater must give a written statement of factual substantiation for the rating.)*

Unsatisfactory: The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Improvement is greatly needed and will require increased effort and training. *(If the overall rating is unsatisfactory the rater must give a written statement of factual substantiation for the rating. In addition, copies of disciplinary actions, oral and written counseling, and suspension reports.)*

Not Applicable/NA: Category does not apply.

Instructions to Raters

1. The ratings should be made with great care, fairness, and in the best interest of the employee and the Town of Pembroke Park.
2. This evaluation of the employee's performance should reflect the entire rating period.
3. Rating supervisors should have been the direct supervisor over the rated employee for at least three (3) months of the period being evaluated. If less than three months, the employee's previous supervisor should be consulted.
4. As part of the evaluation process, a counseling interview should be held between the employee and supervisor. At a minimum, the supervisor should offer praise for a job well done; offer positive assistance in remedying any weaknesses in performance; and give the employee opportunity to express his/her feelings and thoughts in all job-related areas.
5. The rater should reference the employee's job description and use sound judgment in making the rating.

**Town of Pembroke Park
Employee Performance Evaluation**

Dependability & Integrity: Considers the following values important to the workplace, truthfulness, respect and civility for others, attendance and reliability, confidentiality, and accountability for own actions. Attentive to daily tasks and is responsive to the needs of the department. Does job to maximum. Shows loyalty to Town.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Customer Service: Demonstrates a clear understanding of the town's customer service expectations and works effectively with internal/external customers to satisfy service expectations. Identifies customer needs and expectations and responds to them professionally and accurately. Acknowledges customers and responds in a timely manner.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Decision Making / Problem Analysis: Takes a proactive approach to decision-making and gathers enough information to accurately assess short and long-term impacts of a decision. Makes and implements decisions which are sound and acceptable; recognizes and takes action on opportunities.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Dependability: Makes and fulfills commitments, has an established pattern of meeting deadlines, accepts responsibility for his/her actions, arrives at meetings on time and is prepared to contribute.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

**Town of Pembroke Park
Employee Performance Evaluation**

Job Knowledge: Is knowledgeable in the latest techniques, skills, and methods pertinent to the assigned area of responsibility. Uses/demonstrates the skills and tools necessary to perform job effectively. Makes effort to stay current in field.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Initiative: The extent to which the employee applies himself or herself to their responsibilities and seeks to improve the level of work by initiating action on their own to accomplish the task without direction.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Oral Communication Skills: Effectively communicates orally through active listening and sharing relevant information with co-workers, supervisors, subordinates, and customers.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Quality of Work:

- A. Accuracy - The extent to which work is free from errors or omissions, duties are completed, with all details covered, avoiding the necessity to perform further work to complete the task.
- B. Neatness of Work Product - The extent to which a finished work product exceeds the acceptable standard for legibility, cleanliness and orderliness.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

**Town of Pembroke Park
Employee Performance Evaluation**

Integrity: Acts in ways that demonstrate personal integrity and serves as a positive example. Views themselves as a reflection of the agency by following through on commitments and accepting ownership of any mistakes they might make. Consistently speaks highly of the organization, its employees and its mission.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

Safety: Employee's ability to adhere to safety rules and regulations, and the ability to recognize potentially dangerous/hazardous situations.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

Team Player Orientation: The ability to get along with both employees within the department and other departments and to be an effective team member. Also, serves as an effective team player who values others' expertise; and contributes valuable ideas, opinions, and feedback.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

Written Communication Skills: The ability to convey information clearly through written means.

Not Applicable/NA: Category does not apply ☐

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

Additional factors:

Comments:

**Town of Pembroke Park
Employee Performance Evaluation**

Development Plan and Objectives for the Next Evaluation Period

List below the most important responsibilities, projects, and/or performance objectives that will contribute to the success of the employee during the next evaluation period. Include development plans for the employee. Consider actions, activities, or special continuing education, specialized training, or new on-the-job experiences that will challenge the employee to improve his/her performance.

Comments:

**Town of Pembroke Park
Employee Performance Evaluation**

For Supervisory, Management, and Executive Employees ONLY: This section should be completed for those employees who have management and supervisory responsibilities. Use the comment section to explain strengths and weaknesses in each area. List specific action needed to correct any deficiencies.

Inspire: Demonstrates enthusiasm to work towards a common objective, and desires to assume responsibility. Originates or develops ideas and demonstrates initiative. Encourages co-workers to develop knowledge and skills by guidance, coaching and on-the-job training.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

Management: Defines and communicates standards of performance and expectations, delegates appropriate tasks and decisions and develops realistic operating and fiscal plans to achieve goals. Coaches and provides staff with a clear sense of direction, adequate resources and the authority necessary to accomplish goals. Holds staff accountable and takes corrective action when necessary; provides challenging assignments and opportunities for development; shows appreciation for employee contributions; and encourages employee's career development.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

Planning and Organization Skills: The ability to plan and organize the work of the division, using goal setting, objectives, targets, creating work-plans with associated resources, according to the Department's procedures, in order to achieve the tasks, functions and results/outputs required of the division.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

**Town of Pembroke Park
Employee Performance Evaluation**

Employee Performance Evaluation Scoring System

Dependability & Integrity:	0	Integrity	0
Customer Service	0	Safety	0
Decision Making/ Problem Analysis	0	Team Player Orientation	0
Dependability	0	Written Communication Skills	0
Job Knowledge	0	Inspire	0
Initiative	0	Management	0
Oral Communication Skills	0	Planning and Organizational Skills	0
Quality of Work	0	Employee Rating Points Total	0

Employee's Total Score	Overall Performance Rating Scale	
0.00	4.60 – 5.00	Exceptional
	3.60 – 4.59	Exceeds Objectives
	3.00 – 3.59	Expected Performance
	2.00 – 2.99	Marginal/ Needs Improvement
	1.99 and below	Unsatisfactory

Overall Performance Rating: Consider all performance criteria and indicate overall rating, using definitions of performance levels above as a guide.

☐ Exceptional ☐ Exceeds Objectives ☐ Expected Performance ☐ Marginal/Needs Improvement ☐ Unsatisfactory

If employee is eligible for permanent status, check below:

NOTE: Probation period may not extend more than 90 days beyond the end of the normal probationary period.

☐ Granted ☐ Denied If probation is extended for how long? Days

If an employee is eligible for merit increase, check the following: ☐ Granted ☐ Deferred re-evaluate in day(s).

**Town of Pembroke Park
Employee Performance Evaluation**

Supervisor's Name: _____ Signature: _____ Date: _____

Director's Name: _____ Signature: _____ Date: _____

Town Manager's/Commissioners Name: _____ Signature: _____ Date: _____

I have read the Performance Evaluation and have discussed its contents with my supervisor. Signing below does not indicate my agreement with the contents of this Performance Evaluation, only receipt.

I wish to make the following comments:

Employee Signature: _____ Date _____

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

The Oakland Police Commission's performance evaluation competencies set forth below are the criteria by which the Chief of Police will be formally evaluated by the Police Commission one year after the Commission delivers this document to the Chief and the Mayor; and annually after that according to any additional or different criteria adopted by the Commission.

The Commission's authority to hold the Chief to the high professional standards appropriate for the Chief's leadership position is not limited to these formal criteria. High professional standards of conduct will remain relevant to the Commission's performance evaluation of the Chief and to any other employment action vested in the Commission consistent with the City Charter, the City Municipal Code, and the Chief's Employment Agreement.

The Commission's authority to hold the Chief to the high professional standards appropriate for the Chief's leadership position is not limited to these formal criteria. High professional standards of conduct will remain relevant to the Commission's performance evaluation of the Chief and to any other employment action vested in the Commission consistent with the City Charter, the City Municipal Code, and the Chief's Employment Agreement.

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

PURPOSE

The Annual Performance Review provides the Commission, as well as key City leaders and stakeholders with a summary of the progress and levels of success achieved by the Chief of Police. This information will be used to identify trends in performance, individual strengths, challenges that might require support to overcome and any areas for future development.

Given the Commission's charter mandate to evaluate the performance of the Chief, the Oakland Police Commission has identified key competencies, attributes, and expectations of the Chief of Police.

HOW TO USE THIS DOCUMENT

The Chief of Police should independently review each of nine areas, self-rate their performance and describe his/her significant achievements of service for each of the areas over the one-year period.

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

RATING SCALE

Exceptional – Performance consistently exceeds standards and requirements. Achievements are well beyond those normally expected of someone in the job. This is a level reserved for individuals whose performance has been consistently excellent.

Commendable – Performance is clearly above normal expectations for the position. Individuals with solid experience and well-developed skills usually achieve this level.

Acceptable – Meets or occasionally exceeds the expected standards, usually able to perform without close supervision. Consistently satisfactory performance. Achievement is at a level normally expected for an individual in the job.

Needs improvement – Performance is inconsistent and may be satisfactory sometimes and unacceptable at others. The individual often needs close supervision, guidance, and direction. This level typically describes and individual who needs to show improvement and requires further development.

Unacceptable – Performance consistently does not meet standards and expectations.

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Integrity/High Moral Character <i>“Law enforcement agencies should acknowledge the role of policing in past and present injustice and discrimination and how it is a hurdle to the promotion of community trust.” (President’s Task Force on 21st Century Policing). Community trust and the legitimacy of professional policing hinges on leadership with deep integrity, strong morals, and honesty.</i> The Chief must commit and demonstrate integrity in words, especially if he/she is to garner the trust and faith of his employees, members of the public and City leaders: + Provide to the Commission regular updates as to the progress of your published three-year strategic plan + Demonstrate a commitment to rebuilding trust with Oakland’s youth through specific programs, campaigns, and strategies + Develop, integrate, and track restorative and procedural justice programs + Ensure that all Measure Z funds are used appropriately + Explore and adopt successful trust-building programs from other cities + Enforce the activation of body cameras as police interact with the public - and resolve public concerns and issues regarding delays in activation (DGO)			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Service Delivery & Leadership <i>Leadership is an act of service to the community as well as to the people being led. A strong balance must be established between serving the people and goals of the organization. Shared, distributed leadership serves the goal of service leadership by propagating power sharing at every organizational level.</i> The Chief must ensure OPD delivers quality policing services to all residents in a fair and equitable way. + Deliver safety and crime prevention in Oakland, prioritizing violent crimes and serious felonies. + Plan, direct, supervise, and coordinate the activities of OPD personnel in serving the public, preserving order, protecting life and property, and enforcing laws. + Seek out, craft, and implement modern, progressive police management methods. + Submit quarterly reports to the Police Commission on analysis of racial disparities in arrests and traffic stops + Promote de-escalation and disengagement tactics + Take measures to demilitarize the police force. + Report to the Commission progress of Dr. Eberhardt's recommendations + Ensure a safe and supportive work environment and a fair and inclusive culture in support of healthy staff morale that allows			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

Department members to work to the best of their abilities in service of Oakland's communities			
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COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Visionary & Innovative Leadership <i>Leadership requires a focus on the attainment of a clearly communicated future end-state, a shared vision that is not only understandable but innovative and unhampered by the constraints of the present. Visionary leaders co-create the evolution of the community they serve.</i> The Chief must clearly communicate a future end-state for the Department he helms + Develop and begin to implement long-term initiatives that empower the Department to deliver the police services Oakland will need in the future. + Identify benchmark jurisdictions and overhaul training and professional development programs to represent and exceed national best practice as it currently stands. + Craft and implement employee development plans ensuring equitable performance paths are known and understood			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

+ Identify benchmark jurisdictions and overhaul training and professional development programs to represent and exceed national best practice + Develop, integrate, and track program portfolios identified in your three-year strategic plan, included and not limited to: Ceasefire/Gun Violence Reduction, Procedural Justice and Community Policing Strategy + Design and roll out a whistleblower program promoting the spirit of accountability with the Department			
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COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Adaptive Leadership <i>Adaptive leaders are resourceful; they orchestrate teams toward collaborative solutions as they arise. This must also include the ability to evolve (long-term adaptation). As the needs of the city, residents and communities served continue to evolve, the agency and its leadership must evolve with it.</i> The Chief must exhibit adaptability, as problems arise that are not fully covered by pre-established responses. + Exhibit resourcefulness in the face of new challenges + Orchestrate teams toward collaborative solutions as they arise.			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

+ Develop a shared, distributed leadership model that propagates power sharing. + Show ways the Department has or intends to shift and evolve to support the evolving needs of Oakland's citizens + Renew, revise, or develop a recruitment/retention strategy to address local and national trends that influence policing + Develop, train, mentor, and elevate a diverse leadership team and leadership pipeline to support the Chief's vision for the future of the Department			
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COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Transparent Leadership (Communication) <i>Leadership requires clear, consistent, and transparent communication and the ability to do so with increasingly diverse stakeholders, oftentimes struggling with trauma. A transparent leader's communication style should be timely, direct, and comprehensive, while conveying competence, authority, and empathy.</i> The Chief must exemplify clear, consistent, and transparent communication with a range of key, diverse stakeholders. + Communicate in a timely, direct, and comprehensive manner, while conveying competence, authority, and empathy.			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

+ Continue to professionalize and expand OPD's ongoing use of social media. + Develop and implement channels for public awareness and engagement to ensure broad community voices are heard, and ensure that appropriate action is taken when the Department obtains feedback and community information through these channels + Identify and commit to leadership training and development			
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COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Relational Leadership <i>The acknowledgement that no one person or agency can be solely responsible for solving any problem emphasize the critical need for strong partnerships and the ability to foster and deepen relationships. This requires high emotional intelligence as well as compassionate, consistent, equity-focused professionalism with all stakeholders.</i> The Chief must create and maintain strong, key relationships with a wide range of peers in government and stakeholders in community.			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

+ Exemplify high emotional intelligence as well as compassionate, consistent, equity-focused professionalism with all stakeholders. + Forge effective professional relationships with the City departments as well as with other local, state, and federal public safety officials and organizations. + Cultivate positive community relations through sustained, in-person interaction with all of Oakland's diverse neighborhoods and civic and community groups. + Grow your professional network - as well as the Department's - through formal and informal partnerships			
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COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Sustainability Leadership <i>Sustainability Leadership is critical to the long-term success of the agency and the community it serves. The United Nations Brundtland Commission defined sustainable as "meeting the needs of the present without compromising the ability of future generations to meet their own needs." This means the human and environmental impacts of an organization should be paramount to its forward visioning, including the health and well-being of the Oakland Police Department. As the culture keeper of an organization, the leader must model personal sustainability and</i>			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

<i>encourage the same in others. A deep focus on a humanizing culture of equity is foundational to the sustainability of a justice-centered community.</i> The Chief must prioritize the long-term sustainability of the Department and the community OPD serves. By sustainable, we mean “meeting the needs of the present without compromising the ability of future generations to meet their own needs.” + Renew OPD’s commitment to sustainability: including racial justice, environmental justice, and a fair, equitable, and humanizing workplace culture. + Promote policies and rules that support the mental and emotional health and well-being of OPD’s officers and civilian staff. + Understand and address the human and environmental impacts of OPD, including the health and well-being of the force. + Implement updated policies related to bias and discrimination + Ensure trainings related to topics concerning equity are modern, comprehensive, and conducted regularly. + Identify and commit to leadership training and development programs + Connect and work with other City leaders and experts, in particular the Department of Race & Equity			
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EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Culture Transformation <i>The business of policing has been changing and must continue to do so if our communities are expected to rely on and trust Police Department's to protect and serve. It is imperative that the Department continues to adopt and display a guardian mindset, be ready and brave enough to hold itself accountable, and do the work necessary to rebuild the trust and legitimacy eroded over decades. Sustainable cultural change cannot happen overnight, but requires diligence, creativity, empathy, and persistence if the relationship between law enforcement agencies and the communities they serve is ever to improve.</i> The Chief must foster a culture of self-examination and constant improvement within the Department. + Serve as a model leader who is communicative, confident, collaborative, and decisive, with sensitivity, political acumen, good judgment, astute environmental awareness, strong professional presence, and an inspiring demeanor. + Promote fair, principled, and accountable policing. + Design and roll out a whistleblower program promoting the spirit of accountability with the Department, that ensures officers can report misconduct safely.			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

+ Enforce OPC policies that require officer activation of body worn cameras ("BWC") and ensure supervisorial enforcement of the BWC policy. + Hold all OPD employees accountable in their public interactions and in representing the City of Oakland			
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COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
N.S.A. Compliance and Post-N.S.A. Preparation <i>The Commission is committed not only to support the Department in competing its outstanding reform tasks but also ensuring the federal monitor provides the City of Oakland with consistent, predictable metrics it can use in holding OPD accountable to compliance. Completing the Negotiated Settlement Agreement (NSA) is imperative, but equally important is the Department's commitment to continue the hard work of reform after the IMT's role ends.</i> The Chief must ensure OPD completes all required tasks of the Court-overseen Negotiated Settlement Agreement in Delphine Allen, et al. v. City of Oakland, et al. + Schedule and prepare Commission reports of detailed compliance efforts and progress, as well as detailed tracking of			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

any data regularly requested by the independent monitoring team (use of force, stop data and disparities). + Develop and present to the Commission a proposed one-year work plan through 2023 that sets public expectations about how and when the Department will fully and sustainably comply with all the NSA tasks and subtasks that are outstanding. + Prepare for a Post-N.S.A. Department with strong internal governance systems that is ready to ensure constitutional policing on its own.			
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AGENDA ITEM REPORT



To: Town Commission
Subject: police Department Assessment
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

The police department has been operating for one year and with accreditation evaluation pending we need to evaluate the department and get in on track to pass assessment.

RECOMMENDATION:

To authorize the town manager to hire an independent consultant to evaluate the police department and present a fair and unbiased assessment of the department strength weaknesses and provide a blueprint to move the department forward

AGENDA ITEM REPORT



To: Town Commission
Subject: Vacant Positions to be Budgeted
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department: Finance
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

The town is short on staff specially critical positions

RECOMMENDATION:

To fund vacant recommended positions and create new positions

ATTACHMENTS:

[position](#)

Jacobs Horowitz, Interim Town Attorney	Status: Pending
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None

	HIRE DATE	Now	Employment Term (Yrs)	HOME DEPARTMENT	FRS Code	FRS Rate
Finance	01/28/2019	Now	#VALUE!	000002-Finance and Budget	HA/PA	13.6%
Finance	01/18/2012	Now	#VALUE!	000002-Finance and Budget	HA/PA	13.6%
				000002-Finance and Budget		
Building	08/03/2021	1/0/1900	(121.67)	000003-Building	HA/PA	13.6%
Building	10/31/2022	1/0/1900	(122.92)	000003-Building	HA/PA	13.6%
Building	07/30/2001	1/0/1900	(101.65)	000003-Building	HA/PA	13.6%
Building	02/22/2021	1/0/1900	(121.23)	000003-Building	HA/PA	13.6%
				000003-Building		
code	05/15/2023	1/0/1900	(123.45)	000004-Code	HA/PA	13.6%
code director	01/27/2014	1/0/1900	(114.15)	000004-Code	HA/PA	13.6%
				000004-Code		
IT	07/06/2020	1/0/1900	(120.60)	000005-IT	HM/PM	34.5%
				000005-IT		
admin	09/02/2019	1/0/1900	(119.75)	000006-Clerk's Office	HA/PA	13.6%
admin	02/05/2024	1/0/1900	(124.18)	000006-Clerk's Office	HA/PA	13.6%
Town clerk	07/22/2019	1/0/1900	(119.64)	000006-Clerk's Office	HM/PM	34.5%
admin	01/13/2022	1/0/1900	(122.12)	000006-Clerk's Office	HA/PA	13.6%
comm asst	07/29/2019	1/0/1900	(119.66)	000006-Clerk's Office	HA/PA	13.6%
				000006-Clerk's Office		
	TBD	1/0/1900	TBD	000100-Administration	HA/PA	13.6%
	TBD	1/0/1900	TBD	000100-Administration	HA/PA	13.6%
admin to manager	04/24/2019	1/0/1900	(119.39)	000100-Administration	HA/PA	13.6%
				000100-Administration		
PW Director/act manager	05/22/2023	1/0/1900	(123.47)	000101-Sewer	HM/PM	34.5%
PW asst manager	08/14/2023	1/0/1900	(123.70)	000101-Sewer	HA/PA	13.6%
PW Executive	06/21/2004	1/0/1900	(104.55)	000101-Sewer	HA/PA	13.6%
				000101-Sewer		
Outside Maintenance	11/13/2023	2/22/2024	0.28	000112-Roads	HA/PA	13.6%
Outside Maintenance	06/11/2012	2/22/2024	11.71	000112-Roads	HA/PA	13.6%
Outside Maintenance	01/23/2023	2/22/2024	1.08	000112-Roads	HA/PA	13.6%
Outside Maintenance	08/24/2015	2/22/2024	8.50	000112-Roads	HA/PA	13.6%
				000112-Roads		
Outside Maintenance	07/24/2023	1/0/1900	(123.65)	000113-Parks	HA/PA	13.6%
Outside Manager	08/06/2005	1/0/1900	(105.67)	000113-Parks	HA/PA	13.6%
Outside Maintenance	10/01/2023	1/0/1900	(123.84)	000113-Parks	HA/PA	13.6%
Outside Maintenance	11/07/2022	1/0/1900	(122.94)	000113-Parks	HA/PA	13.6%
				000113-Parks		
	TBD	1/0/1900	TBD	000200-Commission	HA/PA	13.6%
commissioner	08/31/2021	1/0/1900	(121.75)	000200-Commission	NA	0.0%
commissioner	04/01/2019	1/0/1900	(119.33)	000200-Commission	NA	0.0%
commissioner	03/20/2023	1/0/1900	(123.30)	000200-Commission	NA	0.0%
commissioner	03/12/2003	1/0/1900	(103.27)	000200-Commission	NA	0.0%
commissioner	03/20/2023	1/0/1900	(123.30)	000200-Commission	NA	0.0%
				000200-Commission		
Outside Maintenance	04/03/2023	1/0/1900	(123.34)	000201-Stormwater	HA/PA	13.6%
Outside Maintenance	01/03/2023	1/0/1900	(123.09)	000201-Stormwater	HA/PA	13.6%
Outside Maintenance	11/30/2015	1/0/1900	(115.99)	000201-Stormwater	HA/PA	13.6%
Outside Maintenance	01/22/2024	1/0/1900	(124.15)	000201-Stormwater	HA/PA	13.6%

Outside Maintenance	10/06/1997	1/0/1900	(97.83)	000201-Stormwater	NA	0.0%
	000201-Stormwater					
police	11/06/2023	1/0/1900	(123.93)	000400-Police	HB/PB	32.7%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police	07/29/2022	1/0/1900	(122.66)	000400-Police	HB/PB	32.7%
police	03/13/2023	1/0/1900	(123.28)	000400-Police	HB/PB	32.7%
police	01/08/2024	1/0/1900	(124.11)	000400-Police	HB/PB	32.7%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police/pw	TBD	1/0/1900	TBD	000400-Police	HB/PB	32.7%
chief	07/06/2022	1/0/1900	(122.60)	000400-Police	HB/PB	32.7%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police	02/12/2024	1/0/1900	(124.20)	000400-Police	HB/PB	32.7%
police	08/28/2023	1/0/1900	(123.74)	000400-Police	HA/PA	13.6%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	CB	32.7%
police	02/06/2023	1/0/1900	(123.19)	000400-Police	HA/PA	13.6%
police	09/26/2023	1/0/1900	(123.82)	000400-Police	HB/PB	32.7%
police	02/06/2023	1/0/1900	(123.19)	000400-Police	HB/PB	32.7%
police	11/06/2023	1/0/1900	(123.93)	000400-Police	HB/PB	32.7%
police	08/22/2023	1/0/1900	(123.73)	000400-Police	HA/PA	13.6%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police	02/06/2023	1/0/1900	(123.19)	000400-Police	HB/PB	32.7%
police	02/06/2023	1/0/1900	(123.19)	000400-Police	HB/PB	32.7%
	000400-Police					

RATE TYPE	RATE 1	Hrly Rate	OT Rate	OT Hrs (Est)(%)	OT	Annualized
H-Hourly	41.1390	\$ 41.14	\$ 61.71	4%	\$ 5,134.15	\$ 90,703.27
H-Hourly	39.7536	\$ 39.75	\$ 59.63	4%	\$ 4,961.25	\$ 87,648.74
						\$ (273,440.00)
H-Hourly	23.3310	\$ 23.33	\$ 35.00	7%	\$ 5,095.49	\$ 53,623.97
H-Hourly	15.7500	\$ 15.75	\$ 23.63	7%	\$ 3,439.80	\$ 36,199.80
S-Salary	2,389.4400	\$ 29.87	\$ -		\$ -	\$ 62,125.44
H-Hourly	21.2100	\$ 21.21	\$ 31.82	7%	\$ 4,632.26	\$ 48,749.06
						\$ (407,301.00)
H-Hourly	28.2692	\$ 28.27	\$ 42.40	10%	\$ 8,819.99	\$ 67,619.93
S-Salary	3,180.2900	\$ 39.75	\$ -		\$ -	\$ 82,687.54
						\$ (166,091.00)
S-Salary	4,655.7500	\$ 58.20	\$ -		\$ -	\$ 121,049.50
						\$ (121,049.00)
H-Hourly	22.2903	\$ 22.29	\$ 33.44	10%	\$ 6,954.57	\$ 53,318.40
S-Salary	2,192.3100	\$ 27.40	\$ -		\$ -	\$ 57,000.06
S-Salary	3,913.1300	\$ 48.91	\$ -		\$ -	\$ 101,741.38
H-Hourly	21.2100	\$ 21.21	\$ 31.82	10%	\$ 6,617.52	\$ 50,734.32
S-Salary	2,634.9700	\$ 32.94	\$ -		\$ -	\$ 68,509.22
						\$ (253,517.00)
S-Salary	4,480.0000	\$ 56.00	\$ -		\$ -	\$ 116,480.00
H-Hourly	26.0000	\$ 26.00	\$ 39.00	15%	\$ 12,168.00	\$ 66,248.00
S-Salary	2,150.4000	\$ 26.88	\$ -		\$ -	\$ 55,910.40
						\$ (230,910.00)
S-Salary	6,663.4700	\$ 83.29	\$ -		\$ -	\$ 173,250.22
S-Salary	4,644.2400	\$ 58.05	\$ -		\$ -	\$ 120,750.24
S-Salary	3,047.6000	\$ 38.10	\$ 57.14		\$ -	\$ 79,237.60
						\$ (250,866.00)
H-Hourly	21.2100	\$ 21.21	\$ 31.82	15%	\$ 9,926.28	\$ 54,043.08
H-Hourly	27.8300	\$ 27.83	\$ 41.75	15%	\$ 13,024.44	\$ 70,910.84
H-Hourly	21.2100	\$ 21.21	\$ 31.82	15%	\$ 9,926.28	\$ 54,043.08
H-Hourly	24.5637	\$ 24.56	\$ 36.85	15%	\$ 11,495.81	\$ 62,588.31
						\$ (241,345.00)
H-Hourly	21.2300	\$ 21.23	\$ 31.85	15%	\$ 9,935.64	\$ 54,094.04
H-Hourly	29.8089	\$ 29.81	\$ 44.71	15%	\$ 13,950.57	\$ 75,953.08
H-Hourly	21.2100	\$ 21.21	\$ 31.82	15%	\$ 9,926.28	\$ 54,043.08
H-Hourly	21.2100	\$ 21.21	\$ 31.82	15%	\$ 9,926.28	\$ 54,043.08
						\$ (209,848.00)
H-Hourly	25.0000	\$ 25.00	\$ 37.50	15%	\$ 11,700.00	\$ 63,700.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
						\$ (260,000.00)
H-Hourly	21.2300	\$ 21.23	\$ 31.85	15%	\$ 9,935.64	\$ 54,094.04
H-Hourly	23.0000	\$ 23.00	\$ 34.50	15%	\$ 10,764.00	\$ 58,604.00
H-Hourly	31.5000	\$ 31.50	\$ 47.25	15%	\$ 14,742.00	\$ 80,262.00
H-Hourly	24.0385	\$ 24.04	\$ 36.06	15%	\$ 11,250.02	\$ 61,250.10

H-Hourly	36.7500	\$	36.75	\$	55.13	15%	\$	17,199.00	\$	93,639.00
										\$ (359,865.00)
H-Hourly	25.4139	\$	25.41	\$	38.12	20%	\$	15,858.27	\$	68,719.19
H-Hourly	51.7093	\$	51.71	\$	77.56	20%	\$	32,266.60	\$	139,821.95
H-Hourly	31.7453	\$	31.75	\$	47.62	20%	\$	19,809.07	\$	85,839.29
H-Hourly	30.4435	\$	30.44	\$	45.67	20%	\$	18,996.74	\$	82,319.22
H-Hourly	29.5567	\$	29.56	\$	44.34	20%	\$	18,443.38	\$	79,921.32
H-Hourly	34.1380	\$	34.14	\$	51.21	20%	\$	21,302.11	\$	92,309.15
S-Salary	5,200.0000	\$	65.00	\$	-		\$	-	\$	135,200.00
S-Salary	4,353.4500	\$	60.00	\$	-		\$	-	\$	124,800.00
H-Hourly	34.1380	\$	34.14	\$	51.21	20%	\$	21,302.11	\$	92,309.15
H-Hourly	25.4139	\$	25.41	\$	38.12	20%	\$	15,858.27	\$	68,719.19
H-Hourly	24.7596	\$	24.76	\$	37.14	20%	\$	15,449.99	\$	66,949.96
H-Hourly	43.4700	\$	43.47	\$	65.21	20%	\$	27,125.28	\$	117,542.88
H-Hourly	34.1380	\$	34.14	\$	51.21	20%	\$	21,302.11	\$	92,309.15
H-Hourly	22.9198	\$	22.92	\$	34.38	20%	\$	14,301.96	\$	61,975.14
H-Hourly	25.4139	\$	25.41	\$	38.12	20%	\$	15,858.27	\$	68,719.19
H-Hourly	31.0348	\$	31.03	\$	46.55	20%	\$	19,365.72	\$	83,918.10
H-Hourly	25.4139	\$	25.41	\$	38.12	20%	\$	15,858.27	\$	68,719.19
H-Hourly	24.7596	\$	24.76	\$	37.14	20%	\$	15,449.99	\$	66,949.96
H-Hourly	28.0187	\$	28.02	\$	42.03	20%	\$	17,483.67	\$	75,762.56
H-Hourly	27.4851	\$	27.49	\$	41.23	20%	\$	17,150.70	\$	74,319.71
H-Hourly	27.4851	\$	27.49	\$	41.23	20%	\$	17,150.70	\$	74,319.71
										\$ (2,051,472.00)
60										\$ (259,405.20)

PR Taxes	Total Retirement	Total Employee Ins	Total	Factor
\$ 6,938.80	\$ 12,308.43	\$ 14,700.00	\$ 124,650.50	1.37
\$ 6,705.13	\$ 11,893.93	\$ 14,700.00	\$ 120,947.80	1.38
\$ (20,918.00)	\$ (62,418.00)	\$ (50,422.00)	\$ (407,198.00)	
\$ 4,102.23	\$ 7,276.77	\$ 14,700.00	\$ 79,702.98	1.49
\$ 2,769.28	\$ 4,912.31	\$ 14,700.00	\$ 58,581.40	1.62
\$ 4,752.60	\$ 8,430.42	\$ 14,700.00	\$ 90,008.46	1.45
\$ 3,729.30	\$ 6,615.25	\$ 14,700.00	\$ 73,793.62	1.51
\$ (29,774.00)	\$ (76,470.00)	\$ (71,337.00)	\$ (584,882.00)	
\$ 5,172.92	\$ 9,176.02	\$ 14,700.00	\$ 96,668.87	1.43
\$ 6,325.60	\$ 11,220.70	\$ 14,700.00	\$ 114,933.84	1.39
\$ (12,706.00)	\$ (22,543.00)	\$ (53,657.00)	\$ (254,997.00)	
\$ 9,260.29	\$ 41,786.29	\$ 14,700.00	\$ 186,796.07	1.54
\$ (9,260.00)	\$ (41,786.00)	\$ (14,580.00)	\$ (186,675.00)	
\$ 4,078.86	\$ 7,235.31	\$ 14,700.00	\$ 79,332.56	1.49
\$ 4,360.50	\$ 7,734.91	\$ 14,700.00	\$ 83,795.47	1.47
\$ 7,783.22	\$ 35,121.12	\$ 14,700.00	\$ 159,345.72	1.57
\$ 3,881.18	\$ 6,884.65	\$ 14,700.00	\$ 76,200.14	1.50
\$ 5,240.96	\$ 9,296.70	\$ 14,700.00	\$ 97,746.88	1.43
\$ (19,317.00)	\$ (55,162.00)	\$ (56,110.00)	\$ (384,106.00)	
\$ 8,910.72	\$ 15,806.34	\$ 14,700.00	\$ 155,897.06	1.34
\$ 5,067.97	\$ 8,989.85	\$ 14,700.00	\$ 95,005.83	1.43
\$ 4,277.15	\$ 7,587.04	\$ 14,700.00	\$ 82,474.59	1.48
\$ (16,532.00)	\$ (67,997.00)	\$ (34,073.00)	\$ (349,512.00)	
\$ 13,253.64	\$ 59,805.98	\$ 14,700.00	\$ 261,009.84	1.51
\$ 9,237.39	\$ 16,385.81	\$ 14,700.00	\$ 161,073.44	1.33
\$ 6,061.68	\$ 10,752.54	\$ 14,700.00	\$ 110,751.82	1.40
\$ (19,191.00)	\$ (51,326.00)	\$ (52,740.00)	\$ (374,123.00)	
\$ 4,134.30	\$ 7,333.65	\$ 14,700.00	\$ 80,211.02	1.48
\$ 5,424.68	\$ 9,622.60	\$ 14,700.00	\$ 100,658.12	1.42
\$ 4,134.30	\$ 7,333.65	\$ 14,700.00	\$ 80,211.02	1.48
\$ 4,788.01	\$ 8,493.23	\$ 14,700.00	\$ 90,569.55	1.45
\$ (18,463.00)	\$ (32,750.00)	\$ (64,671.00)	\$ (357,229.00)	
\$ 4,138.19	\$ 7,340.56	\$ 14,700.00	\$ 80,272.80	1.48
\$ 5,810.41	\$ 10,306.83	\$ 14,700.00	\$ 106,770.32	1.41
\$ 4,134.30	\$ 7,333.65	\$ 14,700.00	\$ 80,211.02	1.48
\$ 4,134.30	\$ 7,333.65	\$ 14,700.00	\$ 80,211.02	1.48
\$ (16,053.00)	\$ (28,476.00)	\$ (53,988.00)	\$ (308,365.00)	
\$ 4,873.05	\$ 8,644.09	\$ 14,700.00	\$ 91,917.14	1.44
\$ 3,978.00	\$ 23,000.00	\$ 4,200.00	\$ 83,178.00	1.60
\$ 3,978.00	\$ 23,000.00	\$ 20,600.04	\$ 99,578.04	1.91
\$ 3,978.00	\$ 23,000.00	\$ 13,176.60	\$ 92,154.60	1.77
\$ 3,978.00	\$ 23,000.00	\$ 14,055.48	\$ 93,033.48	1.79
\$ 3,978.00	\$ 23,000.00	\$ 14,055.48	\$ 93,033.48	1.79
\$ (19,890.00)	\$ (115,000.00)	\$ (67,514.00)	\$ (462,404.00)	
\$ 4,138.19	\$ 7,340.56	\$ 14,700.00	\$ 80,272.80	1.48
\$ 4,483.21	\$ 7,952.56	\$ 14,700.00	\$ 85,739.77	1.46
\$ 6,140.04	\$ 10,891.55	\$ 14,700.00	\$ 111,993.60	1.40
\$ 4,685.63	\$ 8,311.64	\$ 14,700.00	\$ 88,947.37	1.45

\$ 7,163.38	\$ -	\$ 14,700.00	\$ 115,502.38	1.23
\$ (27,530.00)	\$ (66,117.00)	\$ (76,302.00)	\$ (529,814.00)	
\$ 5,257.02	\$ 22,450.56	\$ 14,700.00	\$ 111,126.76	1.62
\$ 10,696.38	\$ 45,679.83	\$ 14,700.00	\$ 210,898.16	1.51
\$ 6,566.71	\$ 28,043.70	\$ 14,700.00	\$ 135,149.69	1.57
\$ 6,297.42	\$ 26,893.69	\$ 14,700.00	\$ 130,210.34	1.58
\$ 6,113.98	\$ 26,110.29	\$ 14,700.00	\$ 126,845.59	1.59
\$ 7,061.65	\$ 30,157.40	\$ 14,700.00	\$ 144,228.20	1.56
\$ 10,342.80	\$ 44,169.84	\$ 14,700.00	\$ 204,412.64	1.51
\$ 9,547.20	\$ 40,772.16	\$ 14,700.00	\$ 189,819.36	1.52
\$ 7,061.65	\$ 30,157.40	\$ 14,700.00	\$ 144,228.20	1.56
\$ 5,257.02	\$ 22,450.56	\$ 14,700.00	\$ 111,126.76	1.62
\$ 5,121.67	\$ 9,085.11	\$ 14,700.00	\$ 95,856.74	1.43
\$ 8,992.03	\$ 38,401.26	\$ 14,700.00	\$ 179,636.17	1.53
\$ 7,061.65	\$ 30,157.40	\$ 14,700.00	\$ 144,228.20	1.56
\$ 4,741.10	\$ 8,410.03	\$ 14,700.00	\$ 89,826.26	1.45
\$ 5,257.02	\$ 22,450.56	\$ 14,700.00	\$ 111,126.76	1.62
\$ 6,419.73	\$ 27,416.04	\$ 14,700.00	\$ 132,453.88	1.58
\$ 5,257.02	\$ 22,450.56	\$ 14,700.00	\$ 111,126.76	1.62
\$ 5,121.67	\$ 9,085.11	\$ 14,700.00	\$ 95,856.74	1.43
\$ 5,795.84	\$ 24,751.63	\$ 14,700.00	\$ 121,010.03	1.60
\$ 5,685.46	\$ 24,280.25	\$ 14,700.00	\$ 118,985.42	1.60
\$ 5,685.46	\$ 24,280.25	\$ 13,176.60	\$ 117,462.02	1.58
\$ (156,938.00)	\$ (641,735.00)	\$ (370,209.00)	\$ (3,220,354.00)	
\$ (17,250.14)	\$ (181,667.79)	\$ (92,538.80)	\$ (550,861.92)	1.51

AGENDA ITEM REPORT



To: Town Commission
Subject: Building Services
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Building software is antiquated with many nuances and with current bill passed in both house and senate we need to get a handle on the building department. The town needs to put this out to bid. We were looking to piggy back off Miramar but it's been months.

RECOMMENDATION:

SB requires permits to be dealt with within a reasonable time period before town automatically waives ability

AGENDA ITEM REPORT



To: Town Commission
Subject: Citizen Advisory Board
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

HB 601 limits advisory boards to advise policies not individual police.

RECOMMENDATION:

To create a citizen advisory board which would allow citizens the ability to advise law enforcement policies and procedures.

ATTACHMENTS:

[0255_001](#)

Jacobs Horowitz, Interim Town Attorney	Status: Pending
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None



job functions, a statement of required knowledge, skills, and abilities, and the physical demands of the position. These factors are used to determine classification and pay range for each position.

Job descriptions shall be reviewed annually to ensure they are up to date.

Pay Ranges shall be adjusted annually depending upon resources to reflect cost of living adjustments to the system and approved by the Town Commission.

Individual employee compensation, or placement in and progression through the respective pay range, is based upon time-on-the-job, performance, qualifications, experience, education level, and other job-related factors established by a comparative ratio to ensure pay based on objective standards.

Newly hired employees shall be paid within the pay range. Any salary proposition outside of the established compensation plan must be approved by the Town Commission.

WAGES

Merit Increases

Merit increases are evaluated during the annual budget preparation process and implemented effective the start of the new fiscal year. Merit increases must be budgeted and fall within the approved compensation plan. Merit increases may be issued outside of the annual process on a case by case basis if approved by the Town Manager and/or Town Commission depending on the reporting structure.

Merit increases shall be based on an annual performance evaluation process based on clearly established standards applied equally and consistently across all positions.

Merit increases may only be given when sufficiently documented through an annual performance evaluation reflecting performance above and beyond the duties required of the assigned position.

Merit increases and Cost of Living adjustments shall only be given on an annual basis to avoid compression of the competitively established classification and compensation plan. The maximum salary increases for Merit based increase and Cost of Living adjustment is a combined 5%. Any salary increase based on Merit or performance exceeding 5% requires Town Commission approval.

Performance Evaluations

Semi-annually, employees shall be provided with a formal evaluation of their performance by their supervisors, which may be reviewed by the Town Manager and Town Commission, or its designee. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths, and to define training or improvement programs for areas requiring development. Completion of the performance evaluation form and discussion of noted ratings shall facilitate communication and an understanding of expectations while providing a history of employee progress and development.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. Employees shall have an opportunity to meet with and discuss the results of their evaluation with their supervisor and submit additional comment or points of disagreement to be included within their personnel file. Employees who receive poor performance



ratings may be placed on a performance improvement plan and/or receive progressive discipline.

Cost of Living Increase

An annual cost of living raise may be applied to the minimum and maximum ranges of the pay plan and to every individual's salary if approved by the Town Commission during the annual budget process. The maximum combined salary increase for Merit and Cost of Living adjustment is 5% annually. Any salary increases exceeding 5% for Merit or performance requires Town Commission approval.

Overtime - Exempt Employees

Exempt employees, as defined by the Fair Labor Standards Act (FLSA) are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

Time off consideration for large amounts of additional hours may be provided with the Town Manager's prior approval and at the sole discretion of the Town Manager.

Overtime - Non-Exempt Employees

Non-Exempt employees, as defined by the Fair Labor Standards Act (FLSA), are subject to the overtime provisions of the Act. Depending on work needs not personal needs, Non-Exempt employees may be required to work overtime and are expected to work overtime upon request.

Non-exempt employees shall be compensated for overtime work at the rate of time and one-half (1.5) for all hours worked over forty (40) hours in a 7-day work week. For purposes of overtime calculation, time off (not working) with or without pay shall not be calculated as hours worked.

Compensation may be in the form of wages or compensatory time off. The Town reserves the right to substitute cash payments for accumulated compensatory time at its discretion. Similarly, employees may request that accrued compensatory time off be converted to monetary payment, which shall be made in the next applicable payroll.

Overtime including compensatory time may not be authorized by the Department Head and the Town Manager unless funds are provided for and adopted in the annual Town budget.

For non-exempt employees, overtime shall be scheduled in a manner most advantageous to the Town and consistent with the operational needs of the Town.

In some cases, at the Town's option, hours may be adjusted within a 40-hour work week to avoid overtime. Any adjustments and or overtime hours worked must be approved in advance by the employee's supervisor and must be based on work needs not personal needs.

Non-Exempt employees working overtime without prior approval shall be subject to disciplinary action.

Change in Status Pay

Promotion Pay shall be the minimum of the new pay grade or up to a 10% increase.

Temporary Reassignment to a higher pay grade and additional responsibility shall be the minimum of the new pay grade or current pay up to a 10% increase, whichever is greater. Upon return to

AGENDA ITEM REPORT



To: Town Commission
Subject: Redistricting
Meeting: 03 13 2024 DRAFT REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Pursuant to Section 9 of Town Charter redistricting should occur to balance districts following every decennial census i.e every 10 years, this has not been done in almost 25 years

FINANCIAL IMPACT:

Cost of Survey

RECOMMENDATION:

Direct Staff to implement redistricting

ALTERNATIVES:

Do nothing and have unbalanced districts

AGENDA ITEM REPORT



To: Town Commission
Subject: Town Chartered Positions
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

The charter has not been updated and ambiguity exist on key positions that are referenced in the charter like town clerk, town administrator, building official, town planner, attorney, chief of police, finance director etc. These are positions that report directly to the commission.

RECOMMENDATION:

To delineate positions in the charter for chartered positions clearly.

ALTERNATIVES:

Continue with ambiguity.

AGENDA ITEM REPORT



To: Town Commission
Subject: Election Modification
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

During this election cycle there were ambiguities and since code hasn't been updated we need to update for future elections.

RECOMMENDATION:

To update charter regarding elections.

ATTACHMENTS:

[TPP CHARTER ELECTION ISSUE](#)
[ORDINANCE Chapter 8 ELECTIONS to update](#)

Jacobs Horowitz, Interim Town Attorney	Status: Pending
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None

PART I
CHARTER¹

CHAPTER 59-1722

HOUSE BILL NO. 2477

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

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

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

Sec. 1. Abolishment of present municipality.

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

Sec. 2. Ordinances remain in effect.

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

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

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

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

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

Sec. 5. Contracts remain binding.

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

Sec. 6. Establishment of new municipality.

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

Sec. 7. Boundaries.

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

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

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

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Sec. 8. Powers of the city.

The Town of Pembroke Park shall have the following powers:

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

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

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

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

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

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

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

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

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

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

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

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

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

(Laws of Fla., Ch. 63-1771, § 1)

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

Sec. 9. Town Commission.

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

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

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

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

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

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

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

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

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

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

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

(Laws of Fla., Ch. 86-366, § 1)

Sec. 10. [Oath of office.]

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

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

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

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

Sec. 12. Appointing powers.

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

Sec. 13. Powers enumerated.

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

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

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

Sec. 15. [Creation of departments.]

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

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

Sec. 16. [Additional compensation for Commissioners.]

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

Sec. 17. Deleted.

(Laws of Fla., Ch. 70-880, § 1)

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

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

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

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

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

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

(Laws of Fla., Ch. 65-2436, § 1)

State law reference(s)—Fiscal audits and other fiscal matters, F.S. Ch. 218.

Sec. 19. [Bond requirements.]

The Commission may require that any bond shall be made by a responsible surety company duly authorized to do business in the State of Florida, and may pay the premium thereof from the municipal funds.

Sec. 20. Deleted.

Editor's note(s)—This section on municipal courts was editorially deleted as municipal courts were abolished by Article V, § 20(d)(4) of the Florida Constitution.

ORDINANCES AND RESOLUTIONS**Sec. 21. Procedure for adoption of ordinances and resolutions.**

The Commission shall have the right to adopt such ordinances and resolutions authorized by the powers granted under this Act and the general laws of the State of Florida, as are deemed necessary or advisable for the good government and general welfare of this municipality.

The procedure for adoption of an ordinance by the Town Commission shall be the same as the procedure set forth in Chapter 166, Florida Statutes, in effect at the time of the adoption of the ordinance. The enacting clause of all ordinances shall be "Be It Ordained by the Commission of Pembroke Park"; and all ordinances shall become effective five (5) days after final passage, unless otherwise provided therein. Any proposed ordinance may be amended upon either reading.

Any resolution may be introduced and passed by three (3) affirmative votes at any regular or special meeting of the Commission. The adopting clause of all such resolutions shall be "Be It Resolved by the Commission of Pembroke Park", and all such resolutions shall become effective immediately unless otherwise specified therein".

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(Ord. No. 02-05-03, § 1, 5-28-02, approved by electors 9-10-02)

State law reference(s)—Uniform minimum procedure for the adoption of ordinances is mandated by F.S. § 166.041.

MISCELLANEOUS

Sec. 21[A]. [Streets and roads; laws; suits, etc.]

The territory contained within the corporate limits of Pembroke Park is hereby declared to be and the same is hereby constituted an independent road district, provided however, that the County of Broward and State of Florida shall continue to maintain and build, at no expense to Pembroke Park, all of the existing and future county and State roads within the limits of Pembroke Park.

The Commission shall have complete control and supervision of all the streets, roads, and alleys and signal lights and safety signs within the corporate limits of the municipality and shall by ordinance prescribe the method and manner maintaining the same, not inconsistent with the laws of the State of Florida, except those roads built and maintained by the County of Broward and State of Florida as set out above.

No digging, quarrying operations, mining or excavations shall be permitted within one hundred (100) feet of any county or state road right-of-way, unless the Commission shall require that any such digging, quarrying, mining or excavation be refilled or backfilled to the grade existing prior to the digging, quarrying, mining or excavation within six (6) months of the cessation of the digging, quarrying, mining or excavation. Provided, further, that all quarrying operations, mining or excavations commenced after the effective date of this Act shall be in conformity with the then existing county-wide regulations of the Broward County Building and Zoning Department as to set-back requirements.

All laws now in force for the government of cities and towns, except insofar as they conflict with the provisions of this Act, shall apply to the said Pembroke Park and the officers thereof.

No suit or any cause of action of whatsoever kind or nature against Pembroke Park shall be instituted later than six (6) months after date such cause of action shall have accrued.

No suit or action for the recovery of damage upon any claim or demand, arising either ex contractu or ex delicto shall be instituted against Pembroke Park, unless written notice of the intention to sue by giving a written statement of the particulars of the cause of action and containing a notice of intention to sue, and filing same with the Commission at least thirty (30) days before the suit or action is instituted, and within thirty (30) days of the cause of action.

The certificate of the Clerk under the seal of Pembroke Park as to the publication or posting of any notice required under or provided for by this Act shall be conclusive evidence as to such publication or posting.

State law reference(s)—Tort suits are pursuant to F.S. § 768.28.

[Sec. 21B.] Preservation of mobile home communities.

Mobile home communities provide a unique living environment which is enjoyed by numerous residents in the Town. It is the intention of the Town residents that the mobile home communities shall continue to exist in perpetuity under the current zoning regulations. No amendment to the Town Ordinances that changes the actual zoning map designation of a parcel or parcels of land, changes the actual list of permitted, conditional or prohibited uses, or in any manner modifies the zoning regulations within the T-1 Mobile Home Park Zoning District shall become effective unless the amendment shall be approved by Sixty-Five Percent (65%) of the electors of the Town voting in an election called for the purpose of amending the T-1 Mobile Home Park Zoning District.

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(Supp. No. 38)

Notwithstanding the foregoing conditions for amendment of the T-1 Mobile Home Park Zoning District, this article shall not require the approval of the electors of the Town for the Town Commission to change the zoning classification of a parcel or parcels of real property located in the T-1 Mobile Home Park Zoning District to a classification other T-1 Mobile Home Park Zoning District when the request for change of the zoning classification has been submitted by the owner of the parcel or parcels of real property.

(Ord. No. 00-6-1, § 1, 6-14-00, approved by electors 11-7-00)

Sec. 22. [Severability.]

The provisions of this Act are severable and if any section, part of section, paragraph, sentence or clause of this Act shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any portion thereof but shall be restricted and limited in its operation and effect to that specific portion hereof invalid in the decision rendered.

Sec. 23. [Repeal of conflicting laws.]

All laws and parts of laws in conflict herewith be and the same are repealed to the extent of such conflict.

Sec. 24. [Effective date.]

This Act shall take effect immediately upon its becoming a law.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 20, 1959.

PART II - CODE OF ORDINANCES
Chapter 8 ELECTIONS

Chapter 8 ELECTIONS¹

¹Charter reference(s)—Commission, sec. 9.

Cross reference(s)—Administration, Ch. 2; town commission, § 2-16 et seq.; political signs, § 21-51 et seq.

State law reference(s)—Municipal elections in Broward County, Laws of Florida, Chapter 75-350, as amended by
Laws of Florida Chapters 76-336, 77-507 and 81-349. Florida Elections Code, F.S. Chapters 97—106.

Pembroke Park, Florida, Code of Ordinances
(Supp. No. 39)

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PART II - CODE OF ORDINANCES
Chapter 8 - ELECTIONS
ARTICLE I. IN GENERAL

ARTICLE I. IN GENERAL

Secs. 8-1—8-15. Reserved.

ARTICLE II. REGISTRATION OF ELECTORS

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

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

(Ord. No. 58-8-1(#11), § 2, 8-19-58)

Sec. 8-17. Administration of oath.

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

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

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

(Ord. No. 58-8-1(#11), § 3, 8-19-58)

Secs. 8-18—8-30. Reserved.

ARTICLE III. ELECTION PROCEDURE

Sec. 8-31. Publication of election notice.

- (a) All elections the time of which is not provided for by law shall be called by the Town Commission by ordinance and notice shall be given forthwith of the time and place of such election once each week for two (2) consecutive weeks in a newspaper of general circulation in the County.
- (b) Notice of the hours of such election and the polling places herein fixed shall be given by the Town Clerk ~~Clerk-Commissioner~~ of the Town by publishing a notice in a newspaper regularly published in the County, in

two (2) consecutive weekly issues of such newspaper, prior to such general election. The notice shall plainly state the date, time and polling places of holding such election. The first publication shall be at least fifteen (15) days prior to the date of the election.

(Ord. No. 58-8-1(#11), § 4, 8-19-58; Ord. No. 82-12-2, § 4, 12-22-82)

Sec. 8-32. Procedure when one candidate qualifies for each office.

Whenever only one (1) candidate has qualified for each vacant office to be filled in a general or special election called for the purpose of electing members of the Town Commission, that election shall not be conducted and each candidate who has qualified for office shall be deemed to have voted for himself and to have been elected to the office for which he has qualified as of the time the polls would have closed had there in fact been an election conducted for that office on that date.

(Ord. No. 74-11-1, § 2, 11-22-74)

Sec. 8-33. Unopposed candidates—Exclusion from ballot.

The names of unopposed candidates for elective office shall not appear on a general or special election ballot. Each unopposed candidate shall be deemed to have voted for himself.

(Ord. No. 74-11-1, § 1, 11-22-74)

Sec. 8-34. Same—Certification of election.

The Town Commission shall at a regular or special meeting called for that purpose, within the time limitations provided in the ordinances of the Town for the canvassing of election returns, certify the election of each unopposed candidate for office.

(Ord. No. 74-11-1, § 3, 11-22-74)

Sec. 8-35. Certification of qualifying candidates.

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

(Ord. No. 82-12-2, §§ 12, 13, 12-22-82)

Sec. 8-36. Preparation of ballot.

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

(Ord. No. 58-8-1(#11), §§ 5, 8, 8-19-58)

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(Supp. No. 39)

Sec. 8-37. Assumption of office after election.

Immediately after the poll has been closed on the date of the general election, the tabulating of the votes and canvassing of such election and the certifying of the results to the Clerk-Commissioner shall be performed in accordance with law. The candidates so elected shall thereupon assume office in accordance with the Charter of the Town. The five (5) candidates receiving the highest number of votes shall be elected for a four-year term and until their successors have qualified.

(Ord. No. 58-8-1(#11), § 9, 8-19-58; Ord. No. 82-12-2, § 10, 12-22-82)

Sec. 8-38. Tie votes.

If two (2) or more candidates shall receive the same number of votes for the fifth highest number in which event there would not be five (5) candidates receiving the most votes, then and in that event, such candidates receiving equal number of votes shall draw lots to determine who shall occupy the office.

(Ord. No. 58-8-1(#11), § 10, 8-19-58)

Secs. 8-39—8-45. Reserved.***ARTICLE IV. POLL WATCHERS*****Sec. 8-46. Generally.**

Any candidate for public office shall be permitted by the Election Board of the Town to have one (1) poll watcher in each polling place from the beginning to the conclusion of all elections. The watcher shall not be permitted to come closer to the Election Board table or the voting booth than is reasonably necessary to properly perform his function, but is allowed within the polling room to watch and observe the conduct of electors and officials. The watcher is required to furnish his materials and necessities and shall not obstruct the orderly conduct of any election. The watcher shall be a qualified and registered elector of the Town. During the conduct of the election, the Election Board shall call out the names of the electors loud enough to be heard by the watcher.

(Ord. No. 70-10-2, § 1, 10-19-70)

Sec. 8-47. Number permitted at polling place.

Each candidate shall be allowed to designate two (2) poll watchers; only one (1) watcher for each candidate will be permitted in the polling place at any given time.

(Ord. No. 70-10-2, § 2, 10-19-70)

Sec. 8-48. Authorized to observe vote tabulation.

Poll watchers shall be authorized, in addition to observing the conduct of the election, to observe the conduct and tabulation of the votes by the Election Board immediately upon the conclusion of the election.

(Ord. No. 70-10-2, § 3, 10-19-70)

(Supp. No. 39)

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Sec. 8-49. Appointment; written designation.

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

(Ord. No. 70-10-2, § 4, 10-19-70)

Secs. 8-50—8-65. Reserved.

ARTICLE V. QUALIFICATIONS OF CANDIDATES

Sec. 8-66. Generally.

Any individual may qualify for the office of Town Commissioner provided he has the qualifications as set forth in the Charter and conforms with the provisions of this article.

(Ord. No. 58-8-3(#13), § 1, 8-19-58)

Sec. 8-66.1. Candidate qualifying period.

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

Melissa I don't know if you want to extend the period of qualifying I believe that is up to the municipality.

(Ord. No. 10-01-01, § 1, 1-13-10)

Sec. 8-67. Oath or affirmation.

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

(Ord. No. 58-8-3(#13), § 2, 8-19-58)

Sec. 8-68. Filing fee.

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

(Supp. No. 39)

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(Ord. No. 58-8-3(#13), § 3, 8-19-58)

Sec. 8-69. Certification of names.

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

(Ord. No. 58-8-3(#13), § 6, 8-19-58)

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

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

(Ord. No. 58-8-3(#13), § 4, 8-19-58)



Mr. Aleem Ghany, Town Manager
Town of Pembroke Park
3150 SW 52nd Ave,
Pembroke Park, FL 33023

Renee Jaffe
Chief Executive Officer

March 18, 2024

Board of Directors

Dear Mr. Ghany,

Laurie Sallarulo
Board Chair

On behalf of the more than 20,000 young children the Early Learning Coalition of Broward (ELC) serves throughout Broward County, we thank you for your consideration for grant support. This year, we humbly seek your assistance with a School Readiness Match contribution proportionate share request of \$2,186 (or the maximum allowable for nonprofit grants) for FY24/25 to ensure that Pembroke Park families continue to have access to childcare and early education services.

Dawn Liberta
First Vice Chair

Twan Russell
Second Vice Chair

Cindy Arenberg-Seltzer, MPA, JD
Treasurer

In fiscal year 2022-23, the School Readiness (childcare subsidy) program significantly benefited over 37 children in Pembroke Park, enabling approximately 28 parents to work or go to school. The economic relief to Pembroke Park residents through subsidizing these 37 children amounted to \$232,534. Furthermore, 2 childcare businesses in Pembroke Park received \$73,094 in subsidies from the ELC, supporting over 10 early learning educators they employ.

Monica King
Secretary

Michael Asseff
Sharonda Baily
Richard Campillo
Kristie Castillo
Kirk Englehardt
Daniel Foganholi
Maria Hernandez
Carol Hylton
Melody McDonald
Renee Podolsky, MBA
Dr. Amy Reid
Ellie Schrot
Traci Schweitzer
Zachary Talbot
Julie Winburn

Our funding request aligns with the proportionate share formula, ensuring that the number of children in your town receiving childcare subsidies maximizes the utilization of available federal match funds from the State Legislature for Broward County. While we understand your town's numerous interests and needs, we greatly appreciate any contribution to access these federal funds.

Notably, contributions to the School Readiness Match program are matched dollar-for-dollar with federal funds, entirely benefiting children from Pembroke Park without incurring administrative or other associated costs. Your support of the ELC School Readiness program ensures quality childcare and education for Pembroke Park's children, supports local childcare businesses, and empowers economically disadvantaged families.

Thank you for considering our request and please reach out to us if you have any questions.

Sincerely,

Renee Jaffe, CEO
Early Learning Coalition of Broward County, Inc

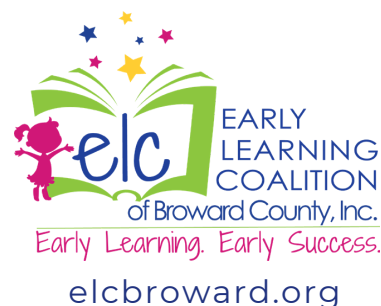


1475 W. Cypress Creek Road • Suite 301 • Fort Lauderdale, FL 33309 • (954) 377-2188 • Fax (954) 377-2192 •
www.elcbroward.org

IMPACT STATEMENT

BROWARD COUNTY

FY 2022-2023



750

The Coalition partners with hundreds of child care centers & homes across the community, providing quality education opportunities for Broward's children.

EARLY EDUCATION PROGRAMS



CHILDREN SERVED

33,785

20,190 School Readiness (SR)



13,595 VPK

ELC provides quality early learning experiences for families through subsidized child care for children from birth to 5 years old; and after-school programs up to the age of 13. ELC also oversees the state-funded Voluntary Prekindergarten (VPK) program for all 4-year-old children in Florida

28 MUNICIPALITIES

ELC's families and providers represent 28 municipalities in Broward County 67% of these cities support the Coalition and early learning experiences through match funding.



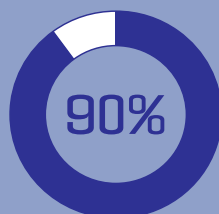
Economic Impact \$104 Million

School Readiness fees paid to childcare providers for FY 22-23 to child care providers, and the economic relief to Broward residents



7.5% Program Support

2.5% Admin



90%

TO CHILD CARE SLOTS & GRANTS

The ELC directs a *minimum* of 90% of its funding to the community in the form of child care slots and grants. 7.5% for program support and 2.5% for admin



DIVISION OF
Early Learning
LEARN EARLY. LEARN FOR LIFE.

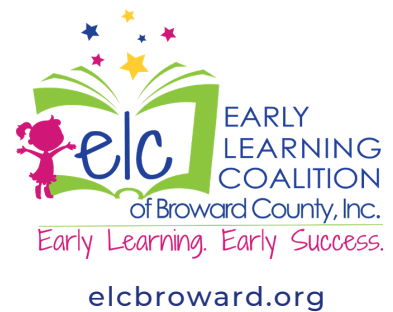


IMPACT STATEMENT



FY 2022-2023

PEMBROKE PARK



The Early Learning Coalition of Broward County's School Readiness Program supports the working families in your city to afford the cost of quality child care.

IN YOUR CITY

CHILD CARE PROVIDERS

2

ELC partners with child care small businesses to provide high-quality education opportunities

\$73K paid to ELC provider partners to support the 10+ early learning educators employed by these centers



CHILDREN SERVED

37

City resident children receiving school readiness

**Children served countywide 20,190*



WORKFORCE SUPPORT

28

City resident parents who relied on school readiness to continue working, attend school or job training.



ECONOMIC IMPACT

\$232,534

School Readiness fees paid to child care providers on behalf of city residents in the 2022-23 Fiscal Year



**\$104,170,838 Invested Countywide School Readiness Services*

REMINDER: Your grant investment into the School Readiness program is matched dollar-for-dollar by the State of Florida, doubling your donation's impact for your city

PROUD PARTNERS





ACCORDING TO THE US DEPARTMENT OF HEALTH
AND HUMAN SERVICES NATIONAL INSTITUTES OF HEALTH,

EARLY LEARNING LEADS TO:

- ★ HIGHER TEST SCORES AND GRADES IN READING AND MATH FROM PRESCHOOL TO AGE 12
- ★ HIGHER GRADUATION RATES

VISION

All children will have high-quality early learning experiences leading to success in school and life.

MISSION

Lead and support the early learning community to promote and deliver high-quality early learning experiences to young children, accessible to all eligible families in Broward County.

BACKGROUND

The Early Learning Coalition of Broward County (ELC) is a not-for-profit 501(c)(3) organization established in 2000 by the State of Florida to be the administrator of all publicly funded early childcare and education programs in Broward County, focusing on ages birth to age five.

IMPACT

Through our programs, ELC enrolls approximately 30,000 Broward children in approximately 750 childcare programs throughout the county while directly contributing more than \$120 million to Broward County's economy.

ELC BROWARD SERVICES OVERVIEW

THE SCHOOL READINESS PROGRAM (SR)

SR offers subsidized childcare to income-eligible parents working or enrolled in school (after-school care is eligible for school-age kids up to 13 years old).

VOLUNTARY PRE-KINDERGARTEN (VPK)

VPK is a kindergarten readiness program, free for ALL children residing in Florida at age 4, regardless of their household income.

QUALITY/EDUCATION

The ELC's Quality and Education department trains, coaches, and mentors early educators, childcare small business owners, and directors to ensure they have the tools, resources, and supports to provide quality early learning experiences.

CHILD CARE RESOURCE AND REFERRAL (CCR&R)

CCR is a service provided to all families in Broward that helps identify the best childcare and early education options to fit their needs for training, coaching, and mentoring.

954-377-2188

ELCBroward.org



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF PEMBROKE PARK, FLORIDA
AND M.T. CAUSLEY, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between the Town of Pembroke Park, a Florida municipal corporation ("Municipality") and M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, the Municipality's procurement ordinance and procedures permit the purchase of goods and/or services by "piggyback" on agreements awarded by other government entities; and

WHEREAS, Consultant is ready, willing, and able to perform the services previously contracted with the City of Casselberry, Florida in accordance with the Agreement entered into February 24, 2020 pursuant to the competitively solicited RFP-2020-0579, Building Official Services in addition to Amendments No. One and Two; and

WHEREAS, Municipality and the Consultant have determined that the City of Casselberry Agreement is an acceptable agreement upon which the Municipality and the Consultant shall establish a cooperative agreement; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. TERM AND CONDITIONS

Except as otherwise stated herein; the terms and conditions of the City of Casselberry Agreement shall form the bases of this Agreement with the Municipality. A true and correct copy of the City of Casselberry Agreement is attached as Exhibit A. The City of Casselberry Agreement is hereby incorporated into the Agreement and shall be the controlling document.

2. COMMENCEMENT AND COMPLETION

The term of this Agreement commences upon full execution of this Agreement and shall expire, as per the terms of the City of Casselberry Agreement, on February 23, 2024. Contingent upon the renewal of the City of Casselberry Agreement, Municipality reserves the right to extend this Agreement for one additional one-year term provided both parties agree to the extension and such extension is approved by Municipality.

3. CHANGES TO SCOPE OF SERVICES

Any changes to Services between the Municipality and Consultant shall be made in writing that shall specifically designate any changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Agreement Amendment executed by both Parties.

4. SCOPE OF SERVICE

Consultant shall provide code compliant inspection and plan review services on an as-requested basis during normal business hours. Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes.

5. FEE SCHEDULE

- Pricing shall remain firm for the original term of the agreement. Pricing for renewal of service shall be based on the Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-w), South Area, Series ID: CWUR0300SA0.

- Municipality will permit “unit price” adjustments upwardly when correlated with the CPI-W. Unless otherwise indicated, the price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which the bids opened. Unit prices may be adjusted for each renewal period in accordance with changes in the index. The allowable percent changes shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall not exceed four (4) percent of the contract unit price in effect during the preceding contract period, except that the vendor may offer price decreases in excess of the allowable percent change.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Building Official Services (Per Hour)	Standard Rate	Overtime Rate 4-hr minimum*
Licensed Building Official – On Site for Plan Reviews	\$125.00	\$188.00
Licensed Building Official – Perform Inspection and Conduct Plan Reviews	\$125.00	\$188.00
Licensed Building Official – Building Inspector	\$125.00	\$188.00

Additional Items **	Standard Rate
Vehicle and Fuel Usage	\$0.00
Phone and Applicable Service Charges	\$0.00
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00
Fees for Continuing Education for Licenses and Certifications	\$0.00
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00
Travel – if travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate	

*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hr hour minimum

**With the exception of Travel, items are included in the standard Licensed Building Official rate

6. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. The Municipality may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

7. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

8. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to the Municipality:

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

If to the Consultant:

Matt K. Causley, President
M.T. Causley, LLC
10720 Caribbean Blvd, Suite 650
Cutler Bay, FL 33189
Email: mtc@mtcinspectors.com

CC: Jeannie Fabian, Account Manager
Email: jeannie@mtcinspectors.com

9. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

10. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that

the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28 Florida Statute.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this

market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

15. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

16. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

17. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

18. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

19. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

20. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. SCRUTINIZED COMPANIES

Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Municipality may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

22. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.

E. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT MARLEN MARTELL, THE CUSTODIAN OF PUBLIC RECORDS, AT 3150 SW 52ND AVENUE, PEMBROKE PARK, FL 33023, PHONE: (954) 966-4600 X 235, EMAIL: TOWNCLERK@TPPFL.GOV.

23. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Broward County and each party waives any and all jurisdictional and other objections to such exclusive venue.

24. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

25. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

26. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

M.T. CAUSLEY, LLC

TOWN OF PEMBROKE PARK

By: 
Name: Matthew K. Causley
Title: President
Date: March 13, 2023

Juan C.
By: Jimenez Digitally signed by Juan C. Jimenez
Date: 2023.03.14
09:40:05 -04'00'
Name: Juan C. Jimenez
Title: Town Manager
Date: 3/13/23

EXHIBIT A

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

AMENDMENT NO. 2

THIS AGREEMENT is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and M.T. CAUSLEY, LLC – A SAFEbuilt Company, 10720 Caribbean Blvd, Suite 650, Cutler Bay, Florida 33189, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY desires to maintain the services of the CONTRACTOR to continue to provide Building Official Services as further described in Agreement RFP-2020-0579, approved by the CITY COMMISSION on February 24, 2020, between the CITY and the CONTRACTOR; and

WHEREAS, pursuant to the original agreement, the covenants, terms, and provisions of the Agreement may be modified by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to renew the term;

WHEREAS, the purpose of this Amendment is to change contract rates per Article 33 for "noncurrent wage rates"; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 TERM

Renewal of the first (1) of two (2) additional one (1) year periods when in the best interest of the CITY. Term of renewal is February 24, 2023 through February 23, 2024.

SECTION 5 COMPENSATION

The Revised Price Schedule is set forth in Exhibit "A" which is attached hereto and made a binding part hereof.

SECTION 38 PROJECT REPRESENTATIVES

	The CITY Project Representative	The Contractor Project Representative
First and last name	Christopher Schmidt	Thomas M. Walsh
Title	Community Development Director	Regional Director of Operations of Central Florida
Entity Name	City of Casselberry	M.T. Causley, LLC – A SAFEbuilt Company
Street Address	95 Triplet Lake Drive	10720 Caribbean Blvd, Suite 650
City, State, Zip Code	Casselberry, Florida 32707	Cutler Bay, FL 33189
Telephone	(407) 262-7700, Ext. 1110	(407) 615-1964
Email address	cschmidt@casselberry.org	twalsh@safebuilt.com

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 18th day of February, AD 2023.

CITY OF CASSELBERRY, FLORIDA

By: [Signature]
David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: [Signature]
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

2/13/2023

M.T. CAUSLEY, LLC – A SAFE BUILT COMPANY

By: [Signature]
Print: Matthew Causley
Title: President

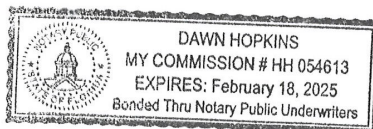
For a corporation:

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (01/24/23) by (Matthew Causley) of (M.T. Causley, LLC), a (Florida) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

My Commission Expires: 02/18/25



[Signature]
Notary Public Dawn Hopkins
Name typed, printed or stamped

City of Casselberry | Procurement and Contract Management Division
 95 Triplet Lake Drive, Casselberry, Florida 32707
 Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

**Exhibit "A"
 Revised Price Schedule**

Building Official Services (Per Hour)	Standard Rate	Overtime Rate 4-hr minimum*
Licensed Building Official – On Site for Plan Reviews	\$125.00	\$188.00
Licensed Building Official – Perform Inspection and Conduct Plan Reviews	\$125.00	\$188.00
Licensed Building Official – Building Inspector	\$125.00	\$188.00
Additional Items **	Standard Rate	
Vehicle and Fuel Usage	\$0.00	
Phone and Applicable Service Charges	\$0.00	
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00	
Fees for Continuing Education for Licenses and Certifications	\$0.00	
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	

Travel – if travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate

*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hr hour minimum

**With the exception of Travel, items are included in the standard Licensed Building Official rate

City of Casselberry | Procurement and Contract Management Division
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Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "C"
Contractor E-Verify Affidavit

M.T. Causley, LLC,

I hereby certify that a SAFEbuilt Company does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

M.T. Causley, LLC,

A true and correct copy of a SAFEbuilt Company proof of registration in the E-Verify system is attached to this Affidavit.

contract for RFP 2020-0579 Building Official Services

Print Name: Matt Causley

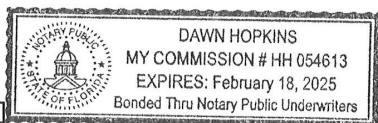
Date: January 24, 2023

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 01/23 by Matt Causley of M. Causley, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced corporation as identification.

[Notary Seal]



Dawn Hopkins
Notary Public

Dawn Hopkins
Name typed, printed or stamped

My Commission Expires: 02/18/25



Company ID Number: 1394267

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and SAFEbuilt, LLC (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



Company ID Number: 1394267

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.
2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.
6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.
 - a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two



Company ID Number: 1394267

exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of



Company ID Number: 1394267

E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment



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eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.



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22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

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to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate



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verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

- i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.



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g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on employees by electronic means, and
- b. Photo verification checks (when available) on employees.



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2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site (www.dhs.gov/E-Verify) and on the E-Verify Web browser (<https://e-verify.uscis.gov/emp/>), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.
6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.
9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.
10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services



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interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



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B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.
10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).



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This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form



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of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.
5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.
7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

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2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services Employer's application.
12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU



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against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further



Company ID Number: 1394267

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party

Page 17 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



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for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS



Company ID Number: 1394267

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
SAFEbuilt, LLC	
Name (Please Type or Print)	Title
Gary A Amato	
Signature	Date
Electronically Signed	03/22/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	03/22/2019



Company ID Number: 1394267

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	SAFEbuilt, LLC
Company Facility Address	3755 Precision Drive Suite 140 Loveland, CO 80538
Company Alternate Address	
County or Parish	LARIMER
Employer Identification Number	205281305
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	29



Company ID Number: 1394267

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

CALIFORNIA	3 site(s)
COLORADO	1 site(s)
FLORIDA	3 site(s)
GEORGIA	1 site(s)
ILLINOIS	3 site(s)
MICHIGAN	3 site(s)
MINNESOTA	2 site(s)
NORTH CAROLINA	1 site(s)
OHIO	3 site(s)
SOUTH CAROLINA	1 site(s)
TENNESSEE	1 site(s)
VIRGINIA	1 site(s)
WASHINGTON	3 site(s)
WISCONSIN	3 site(s)



Company ID Number: 1394267

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Chelsey Welker
Phone Number (224) 806 - 1095
Fax Number
Email Address cwelker@safebuilt.com

Name Tanya Gomes
Phone Number (954) 766 - 2726
Fax Number
Email Address tgomes@safebuilt.com

Name Adam A Morgan
Phone Number (970) 286 - 1473
Fax Number
Email Address amorgan@safebuilt.com

Name Dahiana De La Vega
Phone Number (954) 498 - 9688
Fax Number
Email Address ddelavega@safebuilt.com

Name Arelis Valero
Phone Number (954) 266 - 6464
Fax Number
Email Address avalero@safebuilt.com

Name Gary A Amato
Phone Number (970) 292 - 2227
Fax Number
Email Address gamato@safebuilt.com



Company ID Number: 1394267

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City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

AMENDMENT NO. 1

THIS AGREEMENT is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and M.T. CAUSLEY, LLC – A SAFEbuilt Company, 866 Ponce de Leon Boulevard, 2nd Floor, Coral Gables, Florida 33134, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY desires to maintain the services of the CONTRACTOR to continue to provide Building Official Services as further described in Agreement RFP-2020-0579, approved by the CITY COMMISSION on February 24, 2020, between the CITY and the CONTRACTOR; and

WHEREAS, pursuant to the original agreement, the covenants, terms, and provisions of the Agreement may be modified by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to amend the scope of services and increase compensation;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 TERM

No Change to Term.

SECTION 2 SCOPE OF SERVICES

The scope of services shall be amended as outlined in the attached **Exhibit "A"** – Scope of Services - Amended.

SECTION 5 COMPENSATION

- A. The amount to be paid under this Amendment for services rendered will not exceed Six Hundred Thousand and 00/100 Dollars (\$600,000.00) annually, for a cumulative total not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 22nd day of August, AD 2022.

CITY OF CASSELBERRY, FLORIDA

By: [Signature]
David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: [Signature]
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

8/22/2022

M.T. CAUSLEY, LLC – A SAFE BUILT COMPANY

By: [Signature]

Print: Matt K. Causley

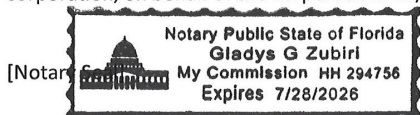
Title: Vice President

For a corporation:

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this August 12, 2022 by Matt K. Causley of M.T. Causley, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification.



My Commission Expires: July 28, 2026

[Signature]
Notary Public
Gladys G. Zubiri
Name typed, printed or stamped

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "A"
Scope of Services - Amended

The Contractor will be required to provide professional building official services including plan review and inspection services on residential, commercial and ancillary structures within the City. This will include but not be limited to design, plan reviews and inspections of structural, general building, roofing, plumbing, electrical, elevator, accessibility, electrical, gas, fire prevention, energy, and mechanical systems as contained in the local, state, and federal codes

The Contractor will have no direct or indirect conflicts of interest with any current contractors or potential future business locating within the City. The Contractor would not be able to do any quality assurance inspections on projects where they are providing the private inspection services.

Contractor Responsibilities

The Contractor shall comply with all applicable, relevant and appropriate local, state, and federal regulations:

1. Conduct inspections and review all construction documents and building permit submittals for compliance.
2. Provide inspections on all residential, commercial and other properties that receive a building permit through the City.
3. Provide direct assistance to the general public for inspection related questions.
4. Provide constant communication regarding inspection requests, delays, etc. with the Building Services Coordinator and, when necessary, the Development Services Manager and Community Development Director.
5. Perform inspections and investigations.
6. Prepare written reports as necessary and required.
7. Review plans to ensure they meet local, state, and federal requirements.
8. Provide clear direction, assistance, and communication to other city divisions and departments.
9. Provide direct customer service and assistance to the general public, either via email, phone, or in person.
10. Be accessible through the use of email and mobile phone.
11. Be available on call for weekends, after-business hours and holidays.
12. Provide turnaround time for plan review process for both residential and commercial properties.
13. Provide timely customer service when responding to plan review questions.
14. Provide constant communication regarding plan review times with the Building Services Coordinator and, when necessary, the Development Services Manager and the Community Development Director.

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

15. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
16. Ability to establish and maintain effective working relationships with departmental officials, other municipal employees, professional groups, regional, state, and Federal Planning and Developing agencies and general public.
17. Extensive knowledge of the principles and practice of building construction, building codes, and permitting.

Price Submittal of Building Official and Building Inspector(s)

The Building Official is a contracted position and will be paid on an hourly basis. Usage will be based on plan review and inspections. The Contractor shall complete the Price Proposal Form to include:

1. Hourly rate for time on site to perform plan reviews for a full-time day per definition of the Contractor. The City's current workday and work hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m. The Building Inspectors' work hours will be divided into two (2) different shifts: Monday through Thursday 7:00 a.m. through 6:00 p.m. and Tuesday through Friday 7:00 a.m. through 6:00 p.m. This schedule is subject to change as City's needs change. Any schedule changes will be agreed to by both parties in the form of a written amendment to this Agreement.
2. Hourly rate to perform inspections and conduct plan reviews.
3. Vehicle and Fuel Usage.
4. Phone communication device and all applicable services charges.
5. Miscellaneous equipment (measuring devices, ladders, flashlight, etc.).
6. Fees for Continuing Education to maintain all licenses and certifications not included in contract with employer.
7. Required insurance coverage, benefits and personnel expenses.
8. Per hour charge for overtime, after hours and weekend.

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "B"
 Price Schedule

Attachment "I"
 Price Proposal Form

RFP-2020-0579 Building Official Services		
Building Official Services (Per Hour)	Standard Rate	Overtime Rate, 4-hr minimum*
Licensed Building Official - On Site for Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Building Inspector	\$120.00	\$180.00
Additional Items**	Standard Rate	
Vehicle and Fuel Usage	\$0.00	
Phone and Applicable Service Charges	\$0.00	
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00	
Fees for Continuing Education for Licenses and Certifications	\$0.00	
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	
Travel - if travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate		
*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hour minimum		
**With the exception of Travel, items are included in the standard Licensed Building Official rate		

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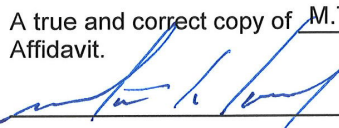
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that M.T. Causley, LLC does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of M.T. Causley, LLC proof of registration in the E-Verify system is attached to this Affidavit.

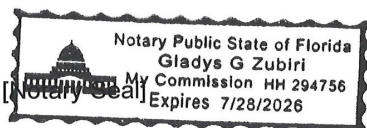

Print Name: Matt K. Causley

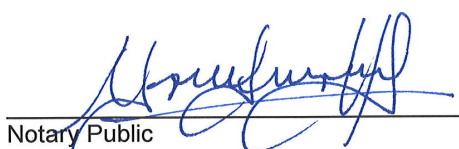
Date: August 11, 2022

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8/12/2022 by Matt K. Causley of M.T. Causley, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.




Notary Public

Gladys G. Zubiri

Name typed, printed or stamped

My Commission Expires: July 28, 2026

**City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org**

RFP-2020-0579 BUILDING OFFICIAL SERVICES

AGREEMENT

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and M.T. CAUSLEY, LLC – A SAFEbuilt Company, 866 Ponce de Leon Boulevard, 2nd Floor, Coral Gables, Florida 33134, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Building Official Services, pursuant to RFP-2020-0579 which is included by reference and incorporated herein; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 **TERM**

The term of this Agreement shall begin on February 24, 2020 and continue through February 23, 2023 and may be renewed for two (2) additional one (1) year terms when in the best interest of the City. In conjunction with the agreement, a purchase order will be established by the City prior to the start of any project, service, or work by the Contractor. Work to be provided under the Agreement will be authorized through the issuance of a Purchase Order and a Task Authorization.

SECTION 2 **SCOPE OF SERVICES**

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

SECTION 3 **OBLIGATIONS OF THE CONTRACTOR**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR shall maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

SECTION 4 **INVOICES**

- A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 or ap@casselberry.org.
- B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.
- C. The City's Project Manager will review each invoice for satisfactory completion of work.
- D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

SECTION 5 **COMPENSATION**

- A. The CONTRACTOR agrees that the amount to be paid under this Agreement for services rendered on an as needed basis will not exceed four hundred fifty thousand and 00/100 Dollars (\$450,000.00) annually for the term of this Agreement, in accordance with the price proposal set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.
- C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- D. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6 **ANNUAL PRICE ADJUSTMENT CLAUSE**

- A. This clause applies to the hourly rate appearing in the Proposal Price Schedule. This clause shall be applied unilaterally by the Procurement and Contract Management Division in order to arrive at the annual escalation rate to be incorporated at the time of option exercise.

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

- B. The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- C. Pricing shall remain firm for the original term of the agreement. Pricing for renewal of service shall be based on the Consumer Price Index - Urban Wage Earners and Clerical Workers (CPI-W), South Area, Series ID: CWUR0300SA0.
- D. The City will permit "unit price" adjustments upwardly or downwardly when correlated with the CPI-W. Unless otherwise indicated, the price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which the bids opened. Unit prices may be adjusted for each renewal period in accordance with changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall not exceed four (4) percent of the contract unit price in effect during the preceding contract period, except that the vendor may offer price decreases in excess of the allowable percent change.
- E. The Contractor must request price adjustments, in writing, thirty (30) days prior to the renewal date. If Contractor fails to request a PPI price adjustment thirty (30) days prior to the adjustment date, the adjustment will be effective thirty (30) days after the City receives their written request and any adjustment will be pro-rated, based on the date of the letter.

SECTION 7 **WARRANTY**

CONTRACTOR warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety days (90) from the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, the Contractor receives written notice from City of non-conformity with the performance of the Services set forth in the Scope of Services, the CONTRACTOR will, at its sole expense, promptly re-perform any Services that fail to meet this limited warranty or refund to the CITY the fees paid for the non-conforming Services.

SECTION 8 **APPLICABLE LICENSING**

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 9 **STANDARD OF CARE**

The CONTRACTOR represents that all personnel employed or subcontracted, possess all necessary training, experience, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. By executing this Agreement, the CONTRACTOR agrees to perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services, commercial and residential standards of practice, provisions of the Florida Building Code, and state accessibility laws.

SECTION 10 **TERMINATION FOR CONVENIENCE**

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 11 **DEFAULT BY CONTRACTOR AND CITY'S REMEDIES**

In the event of a default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice.

SECTION 12 **BANKRUPTCY OR INSOLVENCY**

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

SECTION 13 **PAYMENT WHEN SERVICES ARE TERMINATED**

- A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 14 **INSURANCE**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Each Occurrence	\$1,000,000.00
b) Aggregate	\$1,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Advertisement Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Professional Liability (errors and omissions)	\$ 500,000.00

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Worker's Compensation	\$1,000,000.00
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WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the CITY in the event of litigation against same.

- B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.
- C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date; and,
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
 8. The Certificate Holders Box must read as follows:

City of Casselberry
c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 15 **CITY OBLIGATIONS**

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

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SECTION 16 PUBLIC RECORDS

- A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
1. Keep and maintain all public records required by the CITY to perform the services herein; and
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
 4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.
- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

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SECTION 17 **RIGHT TO INSPECTION**

- A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.
- B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 18 **PROHIBITION AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 19 **CORPORATE REPRESENTATIONS BY THE CONTRACTOR**

The CONTRACTOR hereby represents and warrants to the CITY the following:

- A. The CONTRACTOR 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, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.
- B. The undersigned representative of the CONTRACTOR has the power, authority, and legal right to execute and deliver this Agreement on behalf of the CONTRACTOR.

SECTION 20 **INDEPENDENT CONTRACTOR**

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

SECTION 21 **RELATIONSHIP OF PARTIES**

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

SECTION 22 **THIRD-PARTY BENEFICIARIES**

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

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SECTION 23 **FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force majeure shall include, but not be limited to, hostilities, terrorism, revolution, civil insurrection, strike, epidemic, fire, flood, windstorm, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 24 **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement as to all dates and time periods. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

SECTION 25 **FURTHER ASSURANCES**

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 26 **COMPLIANCE WITH ALL LAWS**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 27 **INDEMNITY**

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the Agreement. The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

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SECTION 28 **INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT**

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 29 **SOVEREIGN IMMUNITY**

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the CITY's potential liability under state or federal law. The CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY is not liable for any claim or judgment or portion thereof, to any one person for more than 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 CITY arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this Agreement.

SECTION 30 **COURT ACTIONS/CHOICE OF LAW**

Except as expressly prohibited by law:

- A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law;
- B. The parties unequivocally waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court; and
- C. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 31 **CITY AS A MUNICIPAL CORPORATION**

Nothing contained herein shall be interpreted to require the CITY as a municipal corporation to (i) to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation, or (ii) to take or refrain from taking any action not specifically required by this Agreement.

SECTION 32 **BINDING EFFECT**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 33 **ASSIGNMENT**

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security, except as otherwise specifically provided for in this Agreement in case of default.

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SECTION 34 **AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES**

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 35 **SEVERABILITY**

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

SECTION 36 **WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 37 **NOTICES**

Whenever any notice, demand, or request is required pursuant to this Agreement, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the following address of record.

	The City Representative	The Contractor Representative
Attention	Procurement Manager	Matt K. Causley,
Entity Name	City of Casselberry	M.T. Causley, LLC – A SAFEbuilt Company
Street Address	95 Triplet Lake Drive	866 Ponce de Leon Boulevard, 2nd Floor
City, State, Zip Code	Casselberry, Florida 32707	Coral Gables, Florida 33134

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to. However, at no time will any Party be required to send more than an original and two copies of any notice, demand, or request required or permitted. Written requirements of the Agreement shall be strictly construed, and such requirements are a condition precedent to pursuing any rights or remedies hereunder. No Party may claim any waiver by another Party of

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such notice requirements based upon such other Party having actual knowledge, implied, oral or constructive notice, lack of prejudice or any other ground as a substitute for failure of a Party to comply with the express written notice requirements herein. Electronic e-mails do not constitute effective notice under this Agreement.

SECTION 38 **PROJECT REPRESENTATIVES**

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

	The CITY Project Representative	The Contractor Project Representative
First and last name	Chris Bowley, AICP	Shellie Ransom-Jackson
Title	Community Development Director	Regional Director
Entity Name	City of Casselberry	M.T. Causley, LLC – A SAFEbuilt Company
Street Address	95 Triplet Lake Drive	1800 Eller Drive, Suite 600
City, State, Zip Code	Casselberry, Florida 32707	Ft. Lauderdale, Florida 33316
Telephone	(407) 262-7700, Ext. 1110	(305) 733-2752
Email address	cbowley@casselberry.org	Sransom-jackson@cgasolutions.com

SECTION 39 **CONFLICT OF INTEREST**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 35 hereof.

SECTION 40 **PUBLIC ENTITY CRIMES**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 41 **EQUAL OPPORTUNITY EMPLOYER**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

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SECTION 42 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 43 **PUBLIC EMERGENCIES**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 44 **HEADINGS**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 45 **ADMINISTRATIVE PROVISIONS**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 46 **ARMS-LENGTH NEGOTIATIONS**

This Agreement is the result of bona fide arms-length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

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SECTION 47 INTEGRATION/AMENDMENT

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR and is subject to such reasonable modifications as may be required by the CITY's insurer(s), if any. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 48 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

<https://www.flsenate.gov/Session/Bill/2018/00780> [July 1, 2018]

SECTION 49 SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE

This Agreement may be terminated by the CITY, without penalty to the CITY:

- A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or
- B. In the event that the CONTRACTOR is put on the scrutinized companies list enumerated in Section 215.4725, Florida Statutes, or
- C. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.
- D. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in **Exhibit "C"** which is attached hereto and made a binding part hereof.

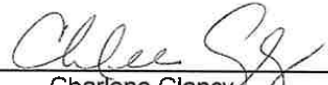
SIGNATURE PAGE TO FOLLOW

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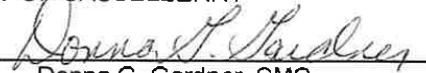
RFP-2020-0579 BUILDING OFFICIAL SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 24th day of February, AD 2020.

CITY OF CASSELBERRY, FLORIDA

By: 
Charlene Glancy
Mayor/Commissioner

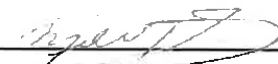
CITY OF CASSELBERRY

By: 
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

2/24/2020

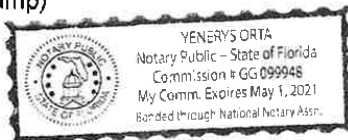
M.T. CAUSLEY, LLC – A SAFEbuilt Company

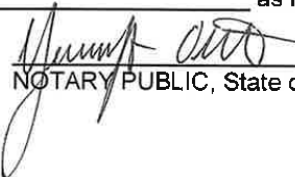
By: 
Print: Michael T. Causley
Title: President

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 5th day of February, AD 2020, by Michael T. Causley as President of the CONTRACTOR, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)




NOTARY PUBLIC, State of Florida

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Exhibit "A"
Scope of Services

The Contractor will be required to provide professional building official services including plan review and inspection services on residential, commercial and ancillary structures within the City. This will include but not be limited to design, plan reviews and inspections of structural, general building, roofing, plumbing, electrical, elevator, accessibility, electrical, gas, fire prevention, energy, and mechanical systems as contained in the local, state, and federal codes

The Contractor will have no direct or indirect conflicts of interest with any current contractors or potential future business locating within the City. The Contractor would not be able to do any quality assurance inspections on projects where they are providing the private inspection services.

Contractor Responsibilities

The Contractor shall comply with all applicable, relevant and appropriate local, state, and federal regulations:

1. Conduct inspections and review all construction documents and building permit submittals for compliance.
2. Provide inspections on all residential, commercial and other properties that receive a building permit through the City.
3. Provide direct assistance to the general public for inspection related questions.
4. Provide constant communication regarding inspection requests, delays, etc. with the Building Services Coordinator and, when necessary, the Development Services Manager and Community Development Director.
5. Perform inspections and investigations.
6. Prepare written reports as necessary and required.
7. Review plans to ensure they meet local, state, and federal requirements.
8. Provide clear direction, assistance, and communication to other city divisions and departments.
9. Provide direct customer service and assistance to the general public, either via email, phone, or in person.
10. Be accessible through the use of email and mobile phone.
11. Be available on call for weekends, after-business hours and holidays.
12. Provide turnaround time for plan review process for both residential and commercial properties.
13. Provide timely customer service when responding to plan review questions.

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14. Provide constant communication regarding plan review times with the Building Services Coordinator and, when necessary, the Development Services Manager and the Community Development Director.
15. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
16. Ability to establish and maintain effective working relationships with departmental officials, other municipal employees, professional groups, regional, state, and Federal Planning and Developing agencies and general public.
17. Extensive knowledge of the principles and practice of building construction, building codes, and permitting.

Price Submittal of Building Official and Building Inspector(s)

The Building Official is a contracted position and will be paid on an hourly basis. Usage will be based on plan review and inspections. The Contractor shall complete the Price Proposal Form to include:

1. Hour rate for time on site to perform plan reviews for a full-time day per definition of the Contractor. The City's current workday and work hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m.
2. Hour rate to perform inspections and conduct plan reviews.
3. Vehicle and Fuel Usage.
4. Phone communication device and all applicable services charges.
5. Miscellaneous equipment (measuring devices, ladders, flashlight, etc.).
6. Fees for Continuing Education to maintain all licenses and certifications not included in contract with employer.
7. Required insurance coverage, benefits and personnel expenses.
8. Per hour charge for overtime, after hours and weekend.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "B"
Pricing Schedule

RFP-2020-0579 Building Official Services		
Building Official Services (Per Hour)	Standard Rate	Overtime Rate, 4-hr minimum*
Licensed Building Official - On Site for Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Building Inspector	\$120.00	\$180.00
Additional Items**		Standard Rate
Vehicle and Fuel Usage		\$0.00
Phone and Applicable Service Charges		\$0.00
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)		\$0.00
Fees for Continuing Education for Licenses and Certifications		\$0.00
Required Insurance Coverage, Benefits and Personnel Expenses		\$0.00
Travel - If travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate		
*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hour minimum		
**With the exception of Travel, items are included in the standard Licensed Building Official rate		

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda. If any, on file at the City of Casselberry Procurement Division for the price(s) as set forth herein in the Price Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in the RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: **M.T. Causley, LLC - A SAFEbuilt Company**

Mailing Address: **18001 Gulf Blvd, Redington Shores, FL 33708**

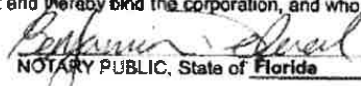
Telephone Number: **727.202.6825** Fax Number: **727.258.4986** E-mail Address: **mtc@mtcinspectors.com**

 **Michael T. Causley** FEIN: **65-0782603**
 Authorized Signature Printed Name

President **January 10, 2020**
 Title Date

STATE OF **Florida**
 COUNTY OF **Miami-Dade**

The foregoing instrument was executed before me this **10** day of **January**, 2020, by **Michael T. Causley** as **President** of **M.T. Causley, LLC - A SAFEbuilt Company**, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.


 NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
 Failure to submit this form may be grounds for disqualification of your submission



BENJAMEN ALAJIN DELVAL
 Commission # GG 166583
 Expires December 10, 2021
 Revoked Upon Budget Notary Services

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "C"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein; conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com



Authorized Signatory
President

Title

Michael T. Causley

Printed Name
February 5, 2020

Date

FEIN: 65-0782808

City of Casselberry | Procurement and Contract Management Division
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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

To: All Prospective Proposers

From: Rhonda Ulmer, Procurement Manager

Dear Potential Proposer:

The City of Casselberry, Florida, a municipal corporation existing under the laws of the State of Florida, herein after also referred to as the "City", does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful Proposer(s) must demonstrate by qualifications, experience, availability, approach and work plan that will best serve the overall needs of the City.

If you are interested in preparing a response to this RFP, please read the requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your signature on the **Price Proposal Form**, herein.

All proposals shall be received by the due date and time as indicated herein. Questions regarding this solicitation must be received in writing not later than the date and time as indicated in the Proposal Schedule. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Casselberry website: <http://www.casselberry.org/index.aspx?NID=406> through VendorLink, LLC. It is the responsibility of the Proposer to read the Proposal Schedule for date/time of the Pre-proposal Conference, if applicable.

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The City welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by the City as stated in the evaluation section of this document. The City reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The City may withdraw all or part of this RFP at any time to protect the interests of the City. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification. Thank you for your interest in doing business with the City of Casselberry, Florida.

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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

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- C Addendum Receipt Acknowledgement Certification
- D Drug-Free Workplace Certification
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- F References
- G Proposed Schedule of Subcontractor Participation
- H Contractor Certification Regarding Scrutinized Companies
- I Price Proposal Form
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- K Solicitation Response Identification Label

EXHIBIT

- 1 Special Disaster Relief and Recovery Provisions
- 2 Scope of Services and Technical Requirements
- 3 Draft Agreement

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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

SECTION 1 PROJECT OVERVIEW

1.01 INTENT AND PURPOSE

It is the intent of this solicitation to engage one (1) qualified firm capable of providing Building Official Services for the City of Casselberry ("City"). The Building Official and support services are responsible for the regulatory administration and supervision of plan review, enforcement, and inspection of building construction to ensure compliance with local, state, and federal codes as per the Scope of Services in Exhibit 2, in conjunction with the City building safety staff.

1.02 BACKGROUND

The City of Casselberry was incorporated in 1965, and is generally located at the intersection of U.S. Highway 17-92 and State Road 436. Both of these roads are known for substantial development. The City is committed to new and redevelopment activities along U.S. Highway 17-92, including a mix of retail, government, residential and recreational activities.

Located north of downtown Orlando, Casselberry's government is focused on meeting the needs of businesses looking to relocate and entrepreneurs who are seeking an ideal location to start a new enterprise. One of the fastest growing areas in Metro Orlando, Casselberry is an exciting, thriving community to do business, live, and enjoy the outdoors.

The City operates under a Commission/Manager form of government and provides a full range of services. These include police, construction and maintenance of streets, sidewalks, parks, stormwater, wastewater, water, sewer infrastructure, engineering, planning, community development, code compliance, general administration, support services, recreational, and cultural events.

A quick City snapshot (as of 2019 provided by the Casselberry Community Development Department):

- Area: 7.6 square miles;
- Population: 30,035
- Median Household Income: \$46,300;
- 17 Parks;
- Numerous Lakes; and
- Public Golf Course.

1.03 TERM

It is anticipated an Agreement will be awarded for a period of three (3) years that may be extended at the option of the City for two (2) additional one (1) year periods. Total contract length, including all renewals shall not exceed five (5) years. The City will reserve the right to cancel this agreement at any time with ninety (90) days advance written notice. The decision to renew or extend the contract shall be at the discretion of the City. The City expects to develop a collaborative relationship with the selected proposer for the services.

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REQUEST FOR PROPOSAL (RFP)
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1.04 MINIMUM REQUIREMENTS

The following mandatory minimum requirements have been established, subject to the City's right to waive minor irregularities. The proposer must provide documentation to demonstrate meeting the minimum qualifications.

- A. The Proposer must be in good standing and must not be listed in the System for Award Management (SAM) as an excluded party.
- B. All licenses required by the Proposer, whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation, must be active and current.
- C. **The Firm shall have been in business for a minimum of three (3) consecutive years or demonstrate with written documentation that they had ownership in a Firm with combined experience of three (3) years** and maintain an active license to perform similar services as requested in this RFP within the State of Florida. This requirement is based on the solicitation's due date. Provide documentation to demonstrate meeting the minimum requirements with your proposal response, such as the State of Florida Certificate of Status or other written documentation. The Proposer must provide proof that they have held and maintained a current State of Florida Business License for the specified period.
- D. If the business headquarters is located **outside of the State of Florida**, they must be licensed to perform services in both their home state and the State of Florida. **The Firm shall have been in business for a minimum of three (3) consecutive years**. This requirement is based on the solicitation's due date. Proposer shall provide documentation to demonstrate meeting this minimum requirement with your proposal response. Documentation may include, but not be limited to, local business tax receipts, corporation documents with date of inception, and certificate of authority. Proof of Certificate of Authority issued through the Department of State, in compliance with Florida Statute 607.1501, is required within ten (10) business days upon notice of intent to award.
- E. Building Code Administrators, Inspectors, and Plans examiners have a minimum of four (4) years of experience in building design and the construction industry. Individuals must be licensed through the Florida Department of Professional Regulations.
- F. Previous experience as a Building Code Administrator with a local municipality is preferred.
- G. Bachelor degree in Architecture, Engineering, Construction Management or related field with four (4) or more years of experience in the area of Construction Management, or an equivalent combination of education, training, and experiences.
- H. A State of Florida Certification as a Building Code Administrator is required for this position.

Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".

Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.

Bonds –Provide applicable bond documents, when required.

Note if you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

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Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Failure to provide the appropriate documentation with your proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration.

1.05 RFP SECURITY BOND (Not Applicable)

The RFP response shall be accompanied by an RFP Security Bond equaling five percent (5%) of the total RFP price. Failure of the Proposer to supply same, in the amount and type required, shall automatically render the Proposer as non-responsive resulting in the disqualification from further consideration of their RFP response.

A. The RFP Security Bond shall be submitted in the form of a Bid Bond; in the amount of five percent (5%) of the total RFP price, made payable to the City of Casselberry, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.
2. In lieu of a Bid Bond, the Proposer may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total RFP price. Money orders and checks must be made payable to the City of Casselberry and shall accompany your bid submittal.
3. The terms of the RFP Security Bond shall be:
 - i. The Proposer shall enter into an agreement if awarded to the Proposer;
 - ii. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Proposer to enter into an agreement if awarded to the Proposer; including the increased costs associated with awarding to the next most responsive, responsible Proposer and costs associated with conducting the RFP process and letting the agreement;
 - iii. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and
 - iv. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as RFP Security Bond into an interest bearing account shall be retained by the City.

B. Return of RFP Security Bond: As soon as the RFP responses have been evaluated, the City may, at its sole discretion, return or release the RFP Security Bonds accompanying such RFP responses, which in its sole judgment, would not likely be considered for award. All other RFP Security Bonds will be held until award of this project and the agreement has been executed by the successful Proposer(s); after which any remaining RFP Security Bonds will be returned to the respective Proposers. It shall be the sole responsibility of the Proposer to request in writing from

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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

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the City the return of the RFP Security Bond or alternative form of security used. RFP Security Bond or alternative form of security used shall not be returned unless requested by the Proposer in writing.

1.06 PERFORMANCE AND PAYMENT BONDS (Not Applicable)

Upon award of this project, the successful Proposer(s) shall furnish a Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total amount awarded under this project. Receipt of said Performance and Payment Bonds or alternative form of security; shall occur no later than ten (10) calendar days after award of this project. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Casselberry, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. In lieu of a Payment and Performance Bond, the successful Proposer(s) may select one (1) of the below listed alternative methods to provide the required security:
 - i. A money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Casselberry;
 - ii. An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Casselberry. The irrevocable Letter of Credit shall contain the following:
 - The "Beneficiary" shall be stated as:
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
 - The Letter of Credit shall also contain the following language:
"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."

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REQUEST FOR PROPOSAL (RFP)
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Due Date: January 14, 2020 - 2:00 p.m.

- iii. Cash (U.S. currency only).
- 3. The terms of the Payment and Performance Bond or alternative form of security used shall be:
 - i. The successful Proposer(s) shall assure faithful performance of this project;
 - ii. The successful Proposer(s) shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
 - iii. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received into an interest bearing account shall be retained by the City; and,
 - iv. Nothing in this section shall be construed to limit the authority of the City Commission, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

- B. Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful Proposer(s) to request in writing from the City the return of the Payment and Performance Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded agreement associated with this project. Payment and Performance Bonds or alternative form of security used shall not be returned unless requested by the successful Proposer(s) in writing.

SECTION 2 PROPOSAL SCHEDULE

The City reserves the right to modify the dates and times of the Proposal Schedule. When the due date or the pre-proposal date must be changed, respondents will be notified via an Addenda.

Tentative Schedule	
Task	Date
RFP Released	Monday, December 9, 2019
Deadline for Questions by Interested Parties	Monday, December 23, 2019, 2:00 p.m.
Proposal Due Date and Time	Tuesday, January 14, 2020, 2:00 p.m.
Evaluation and Shortlist	Wednesday, January 22, 2020, 8:30 a.m.
Informal Interviews	January/February 2020
City Commission Approval of Contract	February 2020

SECTION 3 GENERAL INSTRUCTIONS

3.01 REQUESTING THE SOLICITATION DOCUMENT

The RFP documents may be obtained at no charge from the City's website at: VendorLink, LLC <https://www.myvendorlink.com/common/default.aspx>. Register as a vendor to download the solicitation documents and to receive notifications of Addenda. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Procurement Division at (407) 262-7700, Ext. 1142. Important: The desire of the City to pursue bid submittals shall in no way obligate the

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REQUEST FOR PROPOSAL (RFP)
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City to compensate you for your efforts or to execute a contract with your firm.

3.02 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC System has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

3.03 SOLICITATION DOCUMENTS FROM THIRD PARTY PROVIDERS

The City of Casselberry Procurement Division, its website and service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

3.04 NON-MANDATORY PRE-PROPOSAL CONFERENCE (Not Applicable)

A Non-Mandatory Pre-proposal Conference will be held in the Casselberry City Hall City Commission Chambers, located at 95 Triplet Lake Drive, Casselberry, Florida 32707. **The date and time are included in the Project Schedule.** Pre-Proposal conference attendance is strongly encouraged.

3.05 INTERPRETATION AND QUESTIONS

All questions relating to this solicitation document must be in writing and hand-delivered or delivered electronically through email to the attention Procurement Division that serves as the official point of contact for this solicitation no later than the date and time as set forth in the Proposal Schedule.

Procurement Division
City of Casselberry
95 Triplet Lake Drive, 2nd Floor
Casselberry, Florida 32707
Phone: (407) 262-7700, Ext. 1142
Email: procurement@casselberry.org

- A. It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP solicitation. Lack of understanding and/or misinterpretation of any portions of this RFP solicitation document shall not be cause for withdrawal of your RFP response after opening or for subsequent protest of award. Proposers must contact the Procurement Division **prior** to proposal opening, should clarification be required.
- B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement Division.
- C. Any oral communications will not be authoritative and will not be binding on the City.
- D. It is the sole responsibility of the Proposer to contact the Procurement Division **prior** to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return

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executed addenda with each proposal.

E. Addenda will be available to all Proposers and will be uploaded to VendorLink® on the Procurement website at: <https://www.myvendorlink.com/common/default.aspx>.

3.06 PREPARATION AND FORMAT

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

3.07 PAGE LIMITATION

Proposal packages shall be limited to not more than 50 pages, printed on a single side of paper, with a font no less than twelve (12) point. Note: Required attachments and forms will not be counted in the page limitation.

3.08 COMPLETENESS

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

- A. Selection dividers with tabs properly labeled with Tab numbers to identify each required criteria in Section 4.
- B. All attachments shall be placed under the appropriate tab for that sub-section.
- C. Current Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License), and current year W-9, shall be placed under Tab "E" of your proposal.

3.09 JOINT VENTURES

All Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Department of Business and Professional Regulations, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a proposal response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

3.10 CORPORATE STANDING AND AUTHORIZED SIGNATURE

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

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- A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

3.11 PROPRIETARY INFORMATION

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement Division with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

3.12 PROPOSAL REPRODUCTION

Please submit one (1) unbound original. The proposal submittal **MUST** also include an electronic version on a USB containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

3.13 SUBMISSION OF PROPOSALS AND DELIVERY

- A. Sealed proposals shall be received in the City's Procurement Division at or before the date and time as indicated in the Proposal. Proposals received after the stated date and time will not be accepted and will be returned unopened. The City will not be responsible for failure of a Proposer or Proposer's agent to submit responses in a timely manner or for a proposal delivered incorrectly or to the wrong address or location. Proposals shall be included in an sealed envelope or packing material plainly marked on the outside "Proposal Enclosed" with the following information:

City of Casselberry
Attn: Procurement Division
95 Triplet Lake Drive, 2nd Floor
Casselberry, Florida 32707
RE: RFP-2020-00579 Building Official Services

For your convenience, Attachment K, **Solicitation Response Identification Label**, has been provided to properly identify and affix to your RFP response.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

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1. If your proposal is submitted by mail, please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Procurement Division when the services of the USPS are used, a Proposer or Proposer is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.
2. When using the USPS, UPS, FEDEX or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the Procurement Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**
3. No electronic proposal submissions by email, fax or other electronic means will be accepted.

3.14 PUBLIC OPENING OF PROPOSALS

Proposals will be announced publicly by the Procurement Division on the due date and time or as soon thereafter as possible. Only the names of the respondents and verification of bond submittal, if applicable, will be publicly announced. Sealed proposals received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to public contracting.

3.15 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by the appropriate duly executed representative at any time prior to the opening of proposals. Proposals may not be withdrawn for a period of one hundred eighty days (180) days after the public opening date.

3.16 OWNERSHIP OF DOCUMENTS

All proposals and documents received as a result of this solicitation shall become the sole property of the City and will not be returned to Proposers. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

- A. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this solicitation and/or awarded agreement as a result of this solicitation process are, and shall remain, the property of the City whether the project for which they are made is executed or not.
- B. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the successful Proposer(s) shall be delivered by the successful Proposer(s) to the City at the conclusion of the project or the termination of the successful Proposer(s)' services.

SECTION 4 PROPOSAL RESPONSE AND FORMAT

4.01 FIRM QUALIFICATIONS AND EXPERIENCE – TAB “A”

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- A. **Letter of Transmittal.** Provide a letter of transmittal, limit to two (2) pages, signed by an authorized representative of the Proposer, including a brief description of your firm's location, organization structure, and philosophy.
- B. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names and contact information) and specify which services the individuals will provide to the City. Identify and include qualifications of Project Manager and Field Supervisor. Identify and include subcontractors and work to be performed by subcontractors. Include a project team organizational chart that includes team members and their project role.
- C. **Litigation.** Provide a summary of **any** litigation, claim(s), or contract dispute(s) which have been finalized and/or decided by a court of law, which were filed by or against the firm in the past five (5) years. The summary should state the nature of the project, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. The disclosure can be limited to:
1. Cases, which are related to contractual services provided in the regular course of business.
 2. The regional/district office that will be supporting this contract.
 3. Sanctions: List any regulatory or license agency sanctions.
 4. Lost Accounts: Provide a complete list of all accounts lost due to early dissolution or non-renewal. Include contact names and telephone number, length of service at each account, and reason for the loss. This list can be limited to the regional/district office, which will be supporting this contract, and may be limited to the past five (5) years.
 5. Canceled Accounts: Provide a complete list of all accounts canceled/terminated by the Proposer prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the firm chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract, and may be limited to the past five (5) years.
 6. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the best proposal. If so, explain in detail.
- D. **Financial Information.** The Proposal shall provide evidence of financial stability including its last three (3) fiscal year's financial statements and company financial statement summaries; **or** alternate financial information, to include balance sheets and profit and loss statements; **or** an official letter from the Proposer's financial accountant detailing the financial status of the Proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your proposal response and offer.
- E. The City reserves the right to utilize Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process. The proposal shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

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4.02 SIMILAR PROJECTS – TAB “B”

- A. To demonstrate experience and success in conducting similar work, the Proposer shall provide a minimum of five (5) references of similar size and scope of work of projects and/or agreements in similar circumstances with appropriate reference information, concentrating only on those projects and/or agreements completed with the last ten (10) years or currently underway by the Proposer's firm, as follows:
1. Client name, address, phone, fax number and email address;
 2. Description of all services provided;
 3. Performance period; and,
 4. Total annual amount of contract.
 5. Unless otherwise stated to submit reference information in a different format/manner, please complete and submit **References** with your proposal response.
- B. Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with the City of Casselberry.

4.03 PROJECT APPROACH – TAB “C”

- A. Define the adequacy of resources, including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
- B. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
- C. Provide a typical response time and/or project implementation schedule for proposed services including any management and planning strategies.
- D. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- E. The current and projected workload of Firm.

4.04 PRICE PROPOSAL – TAB “D”

The **Price Proposal Form**, shall be completed, notarized and included in the Required Forms Tab. An authorized signatory must sign attesting to knowledge of Scope of Services, committing to the prices as offered, and acceptance of the terms and conditions. The ability of the successful Proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

- A. When applicable, the Price Proposal may be evaluated using the below formula :

The lowest price receives the maximum points. The lowest price is then divided into, individually, by the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The Weighted Score may be rounded to the nearest whole number.)

The following is only an example:

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Proposer	Proposed Price	Applied Percentage (%)		Maximum Score		Weighted Score
A	\$42,500.00	84%	X	25	=	21
B	\$40,000.00	89%	X	25	=	22
C	\$35,500.00	100%	X	25	=	25

4.05 RFP REQUIRED FORMS – TAB “E”

Proposers shall include all applicable and properly executed forms under Tab E.

- A. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful Proposer(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the **Insurance Requirements** within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
- B. **Conflict of Interest/Non-Collusion.** Proposers shall provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the **Conflict of Interest and Non-Collusion Statement** certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the City of Casselberry.
- C. **Addendum Receipt Acknowledgement Certification.** Include the **Addendum Receipt of Acknowledgement Certification Form** in this section of the submittal.
- D. **Drug Free Workplace Certification.** If applicable, Proposers must complete, sign, and notarize the **Drug Free Workplace Certification**.
- E. **Organizational Information (Authorized Signatories).** Proposers must provide a copy of the State Certificate of Good Standing/Articles of Incorporation listing the officers of the company on the **Organizational Information**. Provide one of the forms of evidence of signature Authority listed in Section III, (I) Corporate Standing and authorized signatories.
- F. **References.** Proposer shall complete and include the **Reference** form and submit with their response. (References from City of Casselberry staff shall not be provided or considered)
- G. **Sub-contractors.** Proposers must list any sub-contractors that shall be used to accomplish the Scope of Services on the **Proposed Schedule of Subcontractor Participation**. If no subcontracting will be utilized on this project, indicate on top of form.
- H. **Scrutinized Companies Certification.** If applicable, Proposers must complete and submit with their response the **Contractor Certification Regarding Scrutinized Companies**.
- I. **Proof of Licenses/Certification.** Please include copies of applicable licensure/certification, including; but not limited to:
 1. Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.
 2. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: <http://dos.myflorida.com/sunbiz/>. Please note: certification must be for **active status only**.
- J. **Local Business Tax Receipt.** Provide a copy of your Local Business Tax Receipt. In accordance with Section 205.065, Florida Statutes, a current Department of Professional Regulation certificate

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may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

- K. **Tax Identification Number (TIN).** All Proposers shall furnish a completed W-9 with their bid or proposal submittal if they have not done business with the City or have not provided a W-9 within the last two (2) years. A tax identification number is required to do business with the City.

SECTION 5 EVALUATION PROCESS

EVALUATION CRITERIA.

Evaluation Criteria		
Tab Assignment	Category	Maximum Points
A	Firm's Qualifications and Experience	30
B	Similar Projects/References	15
C	Project Approach	15
D	Price Proposal/Fee Schedule	40
MAXIMUM TOTAL POINTS		100

ADJECTIVAL RATING

An adjectival scoring system is used in accordance with the rating scale below. The Committee members adjectival rating score is multiplied by the percentage of maximum points (weight) resulting in a total score for that section.

- 0 = Unsatisfactory: Not responsive to the question. (0% of the max. points)
- 1 = Below Minimum Standards: Responsive to the question, but below acceptable standards. (25% of the maximum points)
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question. (50% of the maximum points)
- 3 = Satisfactory: Above minimum performance, effective and responsive to the question. (75% of the maximum points)
- 4 = Excellent: Exceeds expectations for effectiveness and responsiveness to the question. (100% of the maximum points)

A determination of the best qualified firm will be made by the Evaluation Committee based on the stated criteria. In order to assist in determining the best qualified firm, the Evaluation Committee reserves the right to request additional information and/or clarification relating to any information submitted by any Proposer. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The City's decisions shall be final.

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5.01 DETERMINING RESPONSIBILITY

In conjunction with the weighted criteria being used to determine the qualifications and capability of the Proposer, the City may also consider the Proposer's ability to meet or exceed the following criteria:

- A. The Proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
- B. The quality of performance of previous contracts or services including previous performance with the City;
- C. Previous and existing compliance by the Proposer with laws and ordinances relating to the contract or service;
- D. Financial resources of the Proposer to perform the contract or provide the service; and,
- E. Whether the Proposer is in arrears to the City on a debt or a contract; whether the Proposer is in default on surety to the City; or whether the Proposer's taxes are delinquent.

5.02 MATERIAL DEVIATIONS

The City of Casselberry has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the RFP indicates a requirement or condition, which must be met. The City of Casselberry may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Proposer, or for the cost to City of Casselberry. Material deviations cannot be waived.

5.03 EVALUATION PROCEDURE

- A. Proposals are subject to a review and evaluation process. It is the intent of the City that all Firms responding to this RFP, who meet the minimum requirements, will be ranked in accordance the established criteria as provided within the solicitation. The City will consider only the responsive and responsible submittals received during its evaluation and award process.
- B. An initial review is performed by the Procurement Division to ensure each proposal meets the minimum requirements as set forth in the solicitation document. This review process includes, but is not limited to, the following considerations:
 - 1. The proposal was submitted by the stated deadline;
 - 2. All required documents have been submitted;
 - 3. All documents requiring an original signature have been signed and submitted; and
 - 4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.
- C. The City, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the Proposer's response to this RFP.

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5.04 EVALUATION COMMITTEE

The Evaluation Committee is comprised of qualified and recommended City staff members, professional City advisors, or local government staff or officials appointed by the City Manager or Designee in coordination with the requesting department. The Evaluation Committee consists of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The designated Procurement Representative serves as the non-voting chair of the committee.

5.05 INITIAL RANKING - SHORLIST

The Evaluation Committee may rank and shortlist a minimum of three (3) firms based upon the criteria established herein.

If fewer than three (3) firms submit a proposal, the City may elect to have presentations or interviews; proceed with a recommendation to award to one or more firms; or the solicitation may be canceled at the sole discretion of the City.

5.06 PRESENTATIONS OR INTERVIEWS

The Evaluation Committee may conduct informal interviews with the Proposer regarding their qualifications, ability to furnish the required services, quality control, and other criteria as set forth herein. The Procurement Division will notify all selected Proposers of the City's decision to request presentations and/or interviews, as applicable. If presentations are held, the Proposer shall have officials of the appropriate management level present and representing the firm. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to, or be borne by the City.

Presentations may include, but not be limited to, a presentation from the Proposer and questions from the City. The City will make an effort to provide questions to be addressed in these sessions to the respective Proposer prior to the session. The Proposer shall address all questions provided in their presentation and may provide additional materials. Additional materials should also be provided in digital format. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to, or be borne by the City.

Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

5.07 BEST AND FINAL OFFER AND CONTRACT NEGOTIATIONS

The City may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Procurement Division and a member from the requesting Division/Department/Office. The City reserves the right to negotiate any and all elements of a contract resulting from this RFP solicitation. Pursuant to Florida Statute Chapter 286, any portion of a meeting,

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at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

5.08 RIGHT TO CANCEL OR REJECT

- A. As the best interests of the City may require, a solicitation may be canceled, or the Procurement Administrator may reject any or all submittals in response to a solicitation, in whole or in part, without recourse, in accordance with the Section 5.14 of City of Casselberry Purchasing Policy. In addition, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Proposer understands and agrees, that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Proposer. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.
- B. The City reserves the right to accept or reject any or all Bids/Proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.
- C. The City also reserves the right to reject the proposal from a Proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract.

5.09 SHORTLIST

As applicable, a tabulation or the Evaluation Committee's shortlist will be posted on the City of Casselberry website via VendorLink, LLC at: <https://www.myvendorlink.com/common/default.aspx>. Proposers may also call the Procurement Division for results.

5.10 NOTICE OF INTENT TO AWARD

The Procurement Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Casselberry's website via VendorLink, LLC at: <https://www.myvendorlink.com/common/default.aspx>

5.11 PROTESTS AND APPEALS

- A. Any prospective Proposer or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest shall be received in the Procurement Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Casselberry Purchasing Policy.
- B. Any Proposer or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Procurement Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Proposer who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Casselberry Purchasing Policy.
- C. The decision of the City Commission shall be final and conclusive.

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5.12 AGREEMENT/CONTRACT

The City's standard agreement for the services is included herein. The Scope of Services outlined in this RFP solicitation, the successful Proposer's response to same and the end result of negotiations will become Exhibit "A", Scope of Services on the agreement. Exhibit "B" will outline the Pricing Schedule as negotiated.

- A. The successful Proposer must sign the agreement prior to execution by the City, whereupon the successful Proposer becomes the Consultant upon approval.
- B. The provisions of said agreement contain similar language to the provisions contained in the solicitation document.
- C. The agreement shall be used as a basis for negotiation and the City reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
- D. The successful Proposer shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds (if applicable), insurance certificates and any other documents required as outlined in this solicitation document.
- E. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
- F. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the successful Proposer.

5.13 AWARD OF CONTRACT

- A. The City Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract award to the City Commission. The City Attorney or other experts may review all contract documents.
- B. The Procurement Division and the requesting Department/Division will prepare the required award documents and make recommendations for approval to the City Commission or City Manager, as applicable. The City Commission retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the City.

5.14 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

5.15 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the

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successful Proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

5.16 ADDITIONAL INFORMATION/DATA

The City reserves the right to request any additional information needed for clarification from any Proposer for evaluation purposes. Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

SECTION 6 GENERAL TERMS AND CONDITIONS

6.01 INTERCHANGE OF TERMS

- A. Throughout this solicitation document, the terms Contractor, Proposer and/or Respondent may be used interchangeably with each other.
- B. Throughout this solicitation document, term agreement and/or Contract may be used interchangeably with each other.

6.02 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Casselberry abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

- A. Multi-Year Contracts and Appropriation of Funds (As applicable)
Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Commission.
- B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

6.03 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

6.04 PURCHASING CARD PROGRAM

The City of Casselberry offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

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6.05 INVOICES

A. All invoices shall be delivered to the Finance Department, Attention: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida, 32707. For purposes of billing and payment compliance, an invoice must conform to the following process:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
2. The amount due, applicable discount(s), and the terms thereof;
3. The full name of the Contractor or other party who is supplying the goods and/or services including a mailing address for payment and a telephone number;
4. The Purchase Order and Contract number (if applicable) as supplied by the City;
5. The name of the City department, division or office to whom the goods/services were provided; and
6. Proper documentation of delivery, receipt and acceptance by the City, to confirm the Contractor supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions of the contract.

B. Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

6.06 LOCAL BUSINESS TAX RECEIPT

Both the City of Casselberry and Seminole County require a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. The City's Community Development Department can assist you in obtaining the required Business Tax Receipt from both Seminole County and the City at the same time. Please contact the City's Community Development Department directly for information concerning this requirement at (407) 262-7700, Ext. 1109.

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6.07 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Casselberry.

6.08 PERMITS, LICENSES OR FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required shall be the responsibility of the Proposer. The City will not entertain separate payment for these items.

6.09 TAXES

The City of Casselberry is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-8012530043C-7 and the Federal Employee Identification Number is 59-1056912. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Proposer in connection with its fulfillment of its contractual obligations with the City. The successful Proposer shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded agreement as a result of this solicitation.

6.10 COMPLIANCE WITH ALL LAWS AND VENUE

Any contractual arrangement between the City and the Proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

6.11 CONFLICT OF INTEREST

All Proposers shall disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of the City of Casselberry. Furthermore, all Proposers shall disclose the name of any City of Casselberry officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Proposer or the cancellation of work. It is the sole responsibility of the Proposer to ensure compliance with the Section 2.1, Conflict of Interest of the City of Casselberry Purchasing Policy. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

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6.12 NON-COLLUSION/LOBBYING CERTIFICATION

All Proposers submitting a proposal certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Commission, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

6.13 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal signature section attests to this.

6.14 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant's employees are not, and while performing any of the services, shall not be deemed to be employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsive, and, as such, the bid will not be accepted by the City.

6.15 INDEMNIFICATION

A. Indemnity: The successful Proposer shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Proposer, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded agreement. The successful Proposer recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded agreement. Compliance with any insurance requirements

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required elsewhere within the awarded agreement shall not relieve the successful Proposer of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded agreement. The City will be permitted to choose legal counsel of its choice. The successful Proposer shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

- B. Copyright Infringement: The successful Proposer shall guarantee that all services performed under the awarded agreement will be free from claims of patent, copyright or trademark infringement. The successful Proposer shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Proposer of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Proposer of any third-party trade secret in connection with any of the foregoing.

6.16 INSURANCE REQUIREMENTS

- A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's **Local Business Tax Receipt** (Reference Section VII, letter E) with your proposal submittal.
- B. The successful Proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in the **Insurance Requirements**, to the Procurement Division within five (5) regular business days of the notification of the intent to award the agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Casselberry as a Certificate Holder/Additional Insured.
- C. All insurance certificates shall remain valid and in full force for the term of the agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded agreement.

6.17 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Casselberry in accordance with all Florida Statutes.

6.18 ACCEPTANCE OF GOODS/SERVICES

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful

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Proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

6.19 DRUG FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete the **Drug-Free Workplace Certification** and include with your RFP response.

6.20 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement Division, City of Casselberry 95 Triplet Lake Drive, Casselberry, Florida 32707, telephone (407) 262-7700, Ext. 1142 not later than seven (7) days prior to the date on which the accommodation is requested

6.21 AUDITS AND RECORDS – RESPONSIBILITIES OF THE SUCCESSFUL PROPOSER

Before or after an agreement is prepared and executed, the successful Proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Proposer shall maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the City in the form and frequency requested. The successful Proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the City or its designee. The successful Proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Proposer with any party for work required in the performance of this project.

6.22 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

6.23 PROPOSAL USE BY OTHER AGENCIES

All Proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same terms, conditions, price for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of the City and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency

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assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

6.24 CONE OF SILENCE/LOBBYING

- A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.
- B. A lobbying black-out period commences upon the issuance of this solicitation document.
- C. If an award item is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.
- D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

6.25 QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Procurement Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Division, in writing, by the date stipulated in the tentative schedule in Section 1.

Contact or communications by Respondents to any City Commission member, the City Manager, any requesting or evaluating City personnel, or any member of the Evaluation Committee, initiated during the Cone of Silence/Lobbying Black-Out Period, may result in disqualification from the Solicitation process by the Procurement Division.

6.26 OFFICE OF RECORD

The City of Casselberry Procurement Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Procurement Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., via phone at (407) 262-7700, Ext. 1142.

6.27 TIME OF PERFORMANCE

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful

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Proposer. All Proposers are asked to provide the best estimate for compliance with the Scope of Services as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

6.28 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

6.29 COST OF SUBMITTAL

The Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by the City.

6.30 PROHIBITION AGAINST CONTINGENT FEES

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an agreement as a result of this solicitation process, 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 Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the agreement as a result of this solicitation process.

6.31 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Proposer certifies that in connection with this proposal:

"The pricing and/or fees associated with this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor."

6.32 RESPONSIBILITY OF PROPOSER

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

6.33 ILLEGAL ALIEN LABOR AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The successful Proposer(s) shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The successful Proposer(s) shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not

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knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process.

6.34 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this agreement is or will be funded using state or federal funds, the Proposer shall comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Proposer shall (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

6.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded agreement, nothing contained in this solicitation and/or the resulting awarded agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than 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 City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded agreement.

6.36 ESTIMATED QUANTITIES

This RFP may contain an estimated number of volume and/or transactions. Although said numbers reflect the City's average volumes over the stated term, the City cannot guarantee that such volume and/or transactions will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the City to commit to said volume and/or transactions.

6.37 MATHEMATICAL ERRORS

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
3. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form

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- and therefore shall verify that the calculations are correct before submitting their bid.
4. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

6.38 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

6.39 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Bidder to complete the Work or otherwise creating an appearance of an undercapitalized Bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the Bidder obtained and upon which the Bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front loaded bids where the Bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

6.40 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the City. The Proposer agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products

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and/or services under the awarded agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the City with products and/or services not under the awarded agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

6.41 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

6.42 TRUTH IN NEGOTIATION CERTIFICATION

Contractors will be required to complete and submit certified cost or pricing data when the procurement of supplies and services exceeds the Truth in Negotiations Act (TINA) threshold of \$190,000 to establish a fair and reasonable price.

6.43 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Proposer/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

- A. The parties specifically acknowledge that this agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in

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Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the Contractor shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
- B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the Contractor shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.
- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

6.44 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

6.45 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* in place at the time of the issuance of the solicitation; Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with the lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "A"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Each occurrence	\$1,000,000.00
b) Aggregate	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Worker's Compensation	\$1,000,000.00

Worker's Compensation: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Casselberry" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Procurement Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

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City of Casselberry
c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF CASSELBERRY, PROCUREMENT DIVISION, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Casselberry. The liability policies shall be Primary/Non-Contributory.

AUTHORIZED SIGNATURE

Typed Name of AUTHORIZED SIGNATORY

Title

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC

STATE OF _____

MY COMMISSION EXPIRES: _____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE ACKNOWLEDGE, SIGN AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "B"
Conflict of Interest and Non-Collusion Statement

- A. This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2020-0579 titled Building Official Services.

This sworn statement is submitted by _____ whose business address is _____
[Name of entity submitting sworn statement] and (if applicable) its Federal
Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement:
_____.

My name is _____ and my relationship to the above entity is _____.
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # _____ for _____ Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Casselberry government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
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Due Date: January 14, 2020 - 2:00 p.m.

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **this Conflict of Interest and Non-Collusion Statement**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Typed Name of AUTHORIZED SIGNATORY

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☛

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the **Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ Authorized Signature	_____ Printed Name	FEIN: _____
-------------------------------	-----------------------	-------------

_____ Title	_____ Date
----------------	---------------

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
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REQUEST FOR PROPOSAL (RFP)
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Due Date: January 14, 2020 - 2:00 p.m.

Attachment "D"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the response.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Typed Name of AUTHORIZED SIGNATORY

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____
PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "E"
Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation.

Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
☐	Corporation	☐	Partnership	☐	Non-Profit
☐	Joint Venture	☐	Sole Proprietorship	☐	Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. Number					

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

FEIN: _____

Authorized Signature

Printed Name

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "F"
References

The Firm shall complete and submit this Reference Form as a part of their bid response. Provide a minimum of five (5) projects performed by the Firm and completed within the last ten (10) years, which are similar type, scope, and complexity. (A Reference from City of Casselberry is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "H"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signatory _____ Printed Name _____ FEIN: _____

Title _____ Date _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE (when applicable)
☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "I"
Price Proposal Form

RFP-2020-0579 Building Official Services

Building Official Services (Per Hour)	Standard Rate	Overtime Rate*
Licensed Building Official - On Site for Plan Reviews	\$0.00	\$0.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$0.00	\$0.00
Licensed Building Official - Building Inspector	\$0.00	\$0.00
Additional Items	Standard Rate	
Vehicle and Fuel Usage	\$0.00	
Phone and Applicable Service Charges	\$0.00	
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00	
Fees for Continuing Education for Licenses and Certifications	\$0.00	
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	

*Overtime rates include: After business hours specified, weekends, and holidays observed by the City.

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Casselberry Procurement Division for the price(s) as set forth herein in the **Price Proposal Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signature _____ Printed Name _____ FEIN: _____

Title _____ Date _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
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Due Date: January 14, 2020 - 2:00 p.m.

Attachment "J"
Statement of "No Bid Submittal"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of proposals to: City of Casselberry, Procurement Division, 95 Triplet Lake Drive, Casselberry, Florida 32707.

I/WE HAVE DECLINED TO SUBMIT A BID FOR RFP-2020-0579, titled Building Official Services for the following reason(s):
[Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signature _____ Printed Name _____ FEIN: _____

_____ Title _____ Date _____

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
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**REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES**

Due Date: January 14, 2020 - 2:00 p.m.

**Attachment "K"
Solicitation Response Identification Label**

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

If you are hand-delivering your proposal in person, the City requests that all visitors call Ext. 1142, Procurement Division, from the courtesy phone located on either the 1st or 2nd Floor reception area. The solicitation submittal will be date stamped and a record of all deliveries will be documented by the Procurement Division.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION
RESPONSE ENVELOPE OR PACKAGE.**

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂-----

****DO NO OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: PROCUREMENT DIVISION

SOLICITATION NUMBER: RFP-2020-0579

TITLE: BUILDING OFFICIAL SERVICES

SOLICITATION DUE DATE: _____ **TIME: 2:00 P.M.**

FROM: _____

DELIVER TO: City of Casselberry
Procurement Division
95 Triplet Lake Drive, 2nd Floor
Casselberry, Florida 32707

****DO NO OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Exhibit "1"

SPECIAL DISASTER RELIEF AND RECOVERY PROVISIONS

For the purposes of the City, as a sub-recipient, to obtain Federal assistance through grants, reimbursements, advances or other Federal financial assistance programs as a result of a disaster, solicitations and contract documents must include the provisions and forms in this Exhibit as required by the Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA). Contractor agrees to comply with the following contract provisions, as applicable for the parameters as outlined in each provision below:

- 1. Indemnity of Funding Entities.** The Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies, including but not limited to the Federal Emergency Management Agency (FEMA) and the City, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.
- 2. Additional Remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity; in the event of breach or violation of the Contract, the Contractor shall be subject to debarment or suspension and from consideration for the award of additional contracts from the City.
- 3. Termination for Cause.** In the event of breach of the Contract by Contractor, the City may terminate the Contract for cause upon written notice of termination to the Contractor. Prior to terminating the Contract, the City shall first provide written notice of the breach to the Contractor and allow the Contractor seven (7) calendar days to cure the breach. In the event of a termination by the City for cause, the City shall make payment for work properly performed prior to the effective date of termination, but shall not be liable for any other costs incurred related to termination or the Contract, including but not limited to, any orders for materials, supplies, or services placed prior to the effective date of termination which cannot be cancelled and which were not delivered or properly performed prior to termination. In addition, no compensation shall be paid to the Contractor for demobilization, disengagement, wind down or other cost incurred due to termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from the Contractor's performance or failure to perform under the Contract.
- 4. Termination for Convenience.** The City reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the City to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination, the City shall pay Contractor for those costs directly attributable to work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. No costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall the City pay any costs which can be mitigated through the sale of

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supplies or inventories. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from Contractor's performance or failure to perform under the Contract.

5. **Equal Employment Opportunity.** The Contractor shall comply with the provisions of Section (C) of Appendix II of 2 CFR Part 200 entitled "Equal Employment Opportunity." The Contractor and its subcontractors shall also comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). To the extent that such Orders and regulations apply and require the inclusion of any language into the Contract (including but not limited to the language contained in 41 CFR 60-1.4(b) and 60-4.3 if required), such language shall be deemed included and made a part of the Contract as if fully reproduced therein.
6. **Anti-Kickback.** The Contractor and its subcontractors shall comply with and shall take no action which would violate the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).
7. **Davis-Bacon Act.** If the Contract is a construction contract in excess of two thousand dollars (\$2,000.00) and if required by the applicable federal grant program legislation, the Contractor and its subcontractors shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). For purposes of clarification and mutual understanding, the Davis-Bacon Act does not apply to debris removal agreements unless done in conjunction with a construction project.
8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, a contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. **Reporting Requirements; Patent and Copyrights.** The Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of FEMA, and the State of Florida, Department of Community Affairs, pertaining to:
 - (i) Reporting;
 - (ii) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract; and
 - (iii) Copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to a Disaster Relief Funding Agreement (or similar agreement) with the City. The federal awarding agency (and, if applicable, any intermediary state agency) and

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the City shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. The City, State of Florida, and federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish or otherwise use such data for federal and other governmental purposes. The Contractor is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401.

- 10. Access to Records.** The Contractor and its subcontractors shall permit access by the State of Florida, the City of Casselberry or any requesting Federal agency, the Comptroller General of the United States, the Inspectors General, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
- 11. Record Retention.** Unless a different period is required by law, the Contractor and its subcontractors shall retain all records related to the Contract for five (5) years after receipt of final payment under the Contract and all other pending matters related to the Contract are closed. If any litigation, claim or audit is started before the expiration of the five (5) year period or other applicable retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Notwithstanding the preceding, to the extent allowed by law for work performed related to a disaster event for which the City has applied for reimbursement or funding from FEMA, all records shall be retained for the longer of the period set forth above or five (5) years from the date of final closeout of the disaster by the federal agency.
- 12. Environment Regulations.** If the Contract is in excess (\$150,000.00), the Contractor and its subcontractors agree as follows: (a). to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), including Environmental Protection Agency regulations (40 CFR part 15). The Contractor and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred fifty thousand dollars (\$150,000.00).
- 13. Energy Efficiency.** The Contractor and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 14. E-Verify Program.** The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the City, within thirty (30) days of the effective date of this Contract,

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documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the City upon request.

- 15. Title VI Compliance.** Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." Contractor, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:
- (i) It shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and
 - (ii) It shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CITY deems appropriate as set forth below; and
 - (iii) In the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of the Contract and the CITY shall have the right to immediately terminate the Contract in whole or in part, without liability, or seek such other remedy (ies) as the CITY deems appropriate, including but not limited to suspension or debarment from future CITY contracts. In addition to the City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7. Contractor shall require that all of its subcontractors agree and comply with the requirements of this paragraph.
- 16. Small, Minority, and Women's Business Enterprises.** Contractor shall comply with the requirements of 2 CFR § 200.321 and take all necessary affirmative steps when subcontracting set forth in § 200.321(b) (1) - (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including but not limited to placing such firms when qualified on solicitation lists and soliciting them as potential sources whenever possible.
- 17. Debarment; Ineligibility.** The Contract may not be awarded to a party listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989., p. 235). The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall not employ any subcontractor that is debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The

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Contractor shall include such requirement in writing in its subcontracts. In the event that Contractor or any of its subcontractors becomes debarred, suspended, proposed for debarment, ineligible or excluded from performing any work hereunder, the Contractor shall immediately cease, or cause its sub-contractor to cease, all work and notify the City in writing. The Contractor and its subcontractors shall each execute and submit to the City prior to performing any work hereunder a debarment certification in the form and content set forth in the Contract solicitation or as otherwise specified by the City.

- 18. Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the convicted vendor list.
- 19. Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity. The Contractor shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the discriminatory vendor list.
- 20. Lobbying -Byrd Anti-Lobbying Amendment – 31 U.S.C. § 1352, as amended.** (\$100,00 or more)
The Contractor shall comply with the requirements of Appendix II to 2 CFR Part 200 regarding lobbying activities. 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.
- The Contractor and its subcontractors shall execute and submit to the City, prior to performing any work hereunder, a lobbying certification in the form and content set forth herein or as otherwise specified by the City.
- 21. Fees and Commissions.** The Contractor warrants that it has not:
- (i) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any company or person, other than bona fide personnel working solely for the Contractor, to solicit or secure this Contract;

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- (ii) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; and
- (iii) Paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide personnel working solely for the Contractor, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract.

The Contractor further warrants and agrees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom. It is understood and agreed to by Contractor that, for the breach or violation of this paragraph, the City shall have the right to immediately terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value.

- 22. American with Disabilities Act of 1990 (ADA).** The Contractor and, as required, its subcontractors shall comply with the ADA, the regulations of the Federal government issued thereunder, and assurance by the City of Casselberry pursuant thereto.
- 23. Resource Conservation and Recovery Act of 1976.** The Contractor and its subcontractors in performing work pursuant to this Contract shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962) and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247. These laws and regulations designate certain items that are or can be made with recovered materials. Pursuant to such requirements, for purchases of designated items exceeding \$10,000 per year (or \$10,000 in the preceding fiscal year), the Contractor and its subcontractors shall procure those designated items listed in the EPA regulations composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, but the Contractor and its subcontractors are not required to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price. In addition to EPA designated items, Contractor certifies that if any other products are expressly specified in the Contract by City to include a specified minimum content of recovered materials, the Contractor and its subcontractors shall use at least the minimum amount so specified in the Contract. For purchases of contractually specified recovered material items or EPA designated items above the established threshold limits (\$10,000) per year, if any, procured by the Contractor or its subcontractors under this Contract, Contractor shall provide the CITY annually and upon final completion of the work, a report detailing the designated items procured and their percentage of recycled material used.
- 24. Subcontracting; Payment to Subcontractors.** The Contractor shall self-perform such percentage of the work related to a Disaster Event as may be required by the state or federal program providing reimbursement. With respect to all work under the Contract, the Contractor shall pay each of its subcontractors, for all work satisfactorily performed within 30 days from receipt of payment from the City. The Contractor further agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

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- 25. State and Federal Law; Inclusion in Subcontracts.** The Contractor and its subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state and local laws, rules, regulations and licensing requirements governing the work performed hereunder, including but not limited to the provisions of 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). In addition, the Contractor and its subcontractors (of all tiers) shall comply with all laws, rules and regulations applicable to each program under which the City is eligible for funding for payment or reimbursement for work performed by the Contractor, including but not limited to, The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5121), 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and related regulations contained in Title 44 of the Code of Federal Regulations for disaster relief work. The Contractor shall physically incorporate a copy of this Exhibit and all attachments hereto, in all subcontracts of all tiers. In the event of any ambiguity or question by the Contractor or any of its subcontractors of any tier regarding the program under which the City is or will be seeking payment or reimbursement for any work, the Contractor shall immediately contact the City and request clarification from the City prior to proceeding with the work or authorizing a subcontractor to proceed with such work.
- 26. DHS Seal, Logo, and Flags.** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Seals and devices of the Federal Government, departments, bureaus, and independent agencies are not in the public domain and cannot be used for purposes other than official business without specific authorization of the agency involved. In addition, the FHWA seal and logo are for the official use of USDOT and not for the use of the private sector on its materials. To the public, such use would send a message that the USDOT favors or endorses an organization, its activities, its products its services, or its personnel (either overtly or tacitly), which it does not and cannot do. Whether the private sector partner/grantee/vendor/contractor is nonprofit or commercial is not a factor.
- 27. Compliance with Federal Law, Regulations, and Executive Orders.** The contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 28. No Obligations 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.
- 29. 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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REQUEST FOR PROPOSAL (RFP)
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Due Date: January 14, 2020 - 2:00 p.m.

Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP-2020-0579, titled Building Official Services by _____ whose business address [Name of entity submitting sworn

Statement] is _____ and its Federal Employer Identification Number (FEIN) is _____. My name is _____ and my [Please print name of individual signing] relationship to the above is _____.

A. **NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, 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 either directly or indirectly an officer or employee of any state or federal 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-L "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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure."

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

AUTHORIZED SIGNATORY

Typed Name of AUTHORIZED SIGNATORY

Title

Date

Witness Signature

Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☛

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**REQUEST FOR PROPOSAL (RFP)
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Due Date: January 14, 2020 - 2:00 p.m.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Casselberry. The Proposer 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. This certification is a material representation of fact relied upon by the City of Casselberry. 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 City of Casselberry, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The 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 Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signatory Printed Name FEIN: _____ DUNS: _____

Title Date CAGE Code: _____
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

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REQUEST FOR PROPOSAL (RFP)
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Due Date: January 14, 2020 - 2:00 p.m.

Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses
Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Casselberry for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Casselberry, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signatory _____ Printed Name _____ FEIN: _____ DUNS: _____

Title _____ Date _____ CAGE Code: _____
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER
COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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95 Triplet Lake Drive, Casselberry, Florida 32707
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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

❖Failure to submit this form may be grounds for disqualification of your submittal❖

City of Casselberry | Procurement and Contract Management Division
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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Exhibit "2"
SCOPE OF SERVICES

The Contractor will be required to provide professional building official services including plan review and inspection services on residential, commercial and ancillary structures within the City. This will include but not be limited to design, plan reviews and inspections of structural, general building, roofing, plumbing, electrical, elevator, accessibility, electrical, gas, fire prevention, energy, and mechanical systems as contained in the local, state, and federal codes

The Contractor will have no direct or indirect conflicts of interest with any current contractors or potential future business locating within the City. The Contractor would not be able to do any quality assurance inspections on projects where they are providing the private inspection services.

The City currently tracks permits using Naviline software. There is one (1) staff member in the Building Division. This position is the Building Services Coordinator that manages the day-to-day operations of the building division. The Contractor will work directly with the Building Services Coordinator to process and issue all permits.

The City issued the following number of permits in the past three (3) years:

Fiscal Year	Permit Revenue		
	Building Permit	Application	Plans Review/ Inspection
2017	\$315,483.96	\$28,897.80	\$278,911.42
2018	\$135,038.21	\$43,447.00	\$152,238.14
*2019	\$468,005.58	\$45,393.44	\$470,859.39

Fiscal Year	Number of Permits Issued
	Building Permit
2017	2,297
2018	2,550
*2019	2,988

* as of 11/20/2019

Contractor Responsibilities

The Contractor shall comply with all applicable, relevant and appropriate local, state, and federal regulations:

1. Conduct inspections and review all construction documents and building permit submittals for compliance.
2. Provide inspections on all residential, commercial and other properties that receive a building permit through the City.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

3. Provide direct assistance to the general public for inspection related questions.
4. Provide constant communication regarding inspection requests, delays, etc. with the Building Services Coordinator and, when necessary, the Development Services Manager and Community Development Director.
5. Perform inspections and investigations.
6. Prepare written reports as necessary and required.
7. Review plans to ensure they meet local, state, and federal requirements.
8. Provide clear direction, assistance, and communication to other city divisions and departments.
9. Provide direct customer service and assistance to the general public, either via email, phone, or in person.
10. Be accessible through the use of email and mobile phone.
11. Be available on call for weekends, after-business hours and holidays.
12. Provide turnaround time for plan review process for both residential and commercial properties.
13. Provide timely customer service when responding to plan review questions.
14. Provide constant communication regarding plan review times with the Building Services Coordinator and, when necessary, the Development Services Manager and the Community Development Director.
15. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
16. Ability to establish and maintain effective working relationships with departmental officials, other municipal employees, professional groups, regional, state, and Federal Planning and Developing agencies and general public.
17. Extensive knowledge of the principles and practice of building construction, building codes, and permitting.

Price Submittal of Building Official and Building Inspector(s)

The Building Official is a contracted position and will be paid on an hourly basis. Usage will be based on plan review and inspections. The Contractor shall complete the Price Proposal Form to include:

1. Hour rate for time on site to perform plan reviews for a full-time day per definition of the Contractor. The City's current work day and work hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m.

City of Casselberry | Procurement and Contract Management Division
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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

2. Hour rate to perform inspections and conduct plan reviews.
3. Vehicle and Fuel Usage.
4. Phone communication device and all applicable services charges.
5. Miscellaneous equipment (measuring devices, ladders, flashlight, etc.).
6. Fees for Continuing Education to maintain all licenses and certifications not included in contract with employer.
7. Required insurance coverage, benefits and personnel expenses.
8. Per hour charge for overtime, after hours and weekend.

City of Casselberry | Procurement and Contract Management Division
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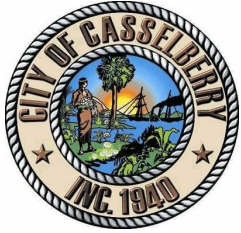
REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Exhibit "3"
Draft Agreement

A sample draft agreement, consisting of sixteen (16) pages, is hereby incorporated into the solicitation and made available as an individual document to be downloaded from Vendorlink, LLC.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK



RFP -2020-0579
Building Official Services

ELECTRONIC

City of Casselberry
January 14, 2020 | 2:00PM

Shellie Ransom-Jackson

Regional Director
305.733.2752
SRansom-Jackson@cgasolutions.com

M.T. Causley, LLC
18001 Gulf Blvd
Redington Shores, FL 33708



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Tab E - Required Forms	Page 54
• Insurance Certificate • Conflict of Interest/Non-Collusion • Addendum Receipt Acknowledgement Certification • Drug Free Workplace Certification • Organizational Information (Authorized Signatures) • References • Sub-contractors • Scrutinized Companies Certification • Proof of Licenses/Certification • Local Business Tax Receipt • W-9	





Page 1

January 10, 2020

City of Casselberry
Attention: Procurement Division
95 Triplet Lake Drive, 2nd Floor
Casselberry, FL 32707

Re: RFP 2020-0579 Building Official Services

Please accept M.T. Causley, LLC - A SAFEbuilt Company's (M.T. Causley) formal response to the City of Casselberry's (the City) request for *Building Official Services*. We are excited for the opportunity to assist the City with Building Official, Plans Review and Inspection Services. Our team has reviewed the Request for Proposal (RFP) carefully, and we fully understand the City's requirements. Services will be provided through our satellite office located in Orlando, Florida.

Since 1996, we have been dedicated to exclusively providing Building Official Services throughout Florida. In 2016, we merged with SAFEbuilt, Inc. And in 2018, SAFEbuilt acquired another well respected, multi-service firm: Calvin, Giordano & Associates, Inc. Combining the strengths of all three companies, we are able to offer our clients a wider range of services across the nation.

We have partnered with more than eighty (80) municipalities in various capacities: helping them to be safer, develop responsibly, and improve service to local citizens. Our success is reflected on understanding the unique needs of each municipality, tailoring our services based on those needs and then provide a solid team of well-qualified and experienced professionals to meet the goals and objectives of the community. For that reason, we have assembled a team of professionals who reside and work near the City to guarantee responsive, attentive service. This team consist of multi-licensed Building Officials, Inspectors and Plan Examiners, licensed in all trades and by the Department of Business & Professional Regulations.

The designated team will be supervised by our Project Manager, Shellie Ransom-Jackson, CBO. As a licensed Building Official with many years of experience, Shellie knows exactly what is needed to operate a successful building department. She works directly with neighboring cities making sure services are



18001 Gulf Blvd, Redington Shores, FL 33708 | O: (727) 202-6825 | www.mtcinspectors.com

Page 2

(cont'd)

delivered at an optimal level. She allocates staff based on the needs of each city. And works diligently with decision makers ensuring they have the required services to keep their communities safe.

Throughout our response, we aim to differentiate ourselves as the only company that can provide the highest quality services and most enhanced value to the City - not only through our experience, but also through dedication to customer service and flexibility to adapt to fluctuating workloads.

We understand the commitment staff has in delivering services to City residents, and we will commit to operate as an extension of this high-quality service. Thank you for your time and consideration in reviewing our qualifications. If you have any questions during evaluation, please feel free to contact Shellie Ransom-Jackson at 305.733.2752 or Sransom-jackson@cgasolutions.com.

Best Regards,



Michael T. Causley
President



Individuals and Qualifications

We have designated a team of multi-licensed individuals that meet the City's minimum requirements. The assigned personnel include:

- Shellie Ransom-Jackson, CBO - Project Manager
- Scott Davis - Field Supervisor & Primary Building Official, Plans Examiner & Inspector
- Philip Sutherland - Alternate Building Official, Plans Examiner & Inspector
- Raymond Schaub - Alternate Building Official, Plans Examiner & Inspector
- Luis Colon - Alternate Residential & Commercial Plumbing Inspector
- Electrical (Commercial & Residential)
- Plumbing
- 1&2 Family
- Inspectors
 - Building
 - Roofing
 - Mechanical
 - Electrical (Commercial & Residential)
 - Plumbing
 - 1&2 Family
 - Home
 - Fire
- Floodplain Managers
- Certified Contractors
- Master Code Professional

Our team has worked and trained with multiple municipalities throughout Florida. Consequently, staff are knowledgeable in various computer software including Click2Gov. Their experience working in the building department with municipality staff, contractors and homeowners has resulted in a level of knowledge that enables them to provide quality service with the welfare of the citizens as the principal goal.

Collectively, staff holds over fifteen different types of licenses, such as:

- Building Code Administrators (aka Building Official)
- Plan Examiners
 - Building
 - Mechanical

To stay current with the latest code changes, the professional team completes a minimum of sixteen (16) hours of continuing education every year. Some staff members have obtained Bachelor's degree in construction management and others have further advanced their studies by obtaining their Master's degree. With more than 20 years of experience per staff member, collectively the assigned personnel has over 80 years of experience providing Building Official, Plan Review and Inspection services.

Additionally, the team has completed over 200,000 inspections and plan review of new, unoccupied and occupied renovations, and expansion projects ranging from single family homes, to large



residential developments, airports, healthcare facilities, high-rises, industrial, warehouses, and large commercial retail centers. Additionally, the team has provided over 300,000 inspections of new unoccupied and occupied renovations, and expansion projects including, but not limited to:

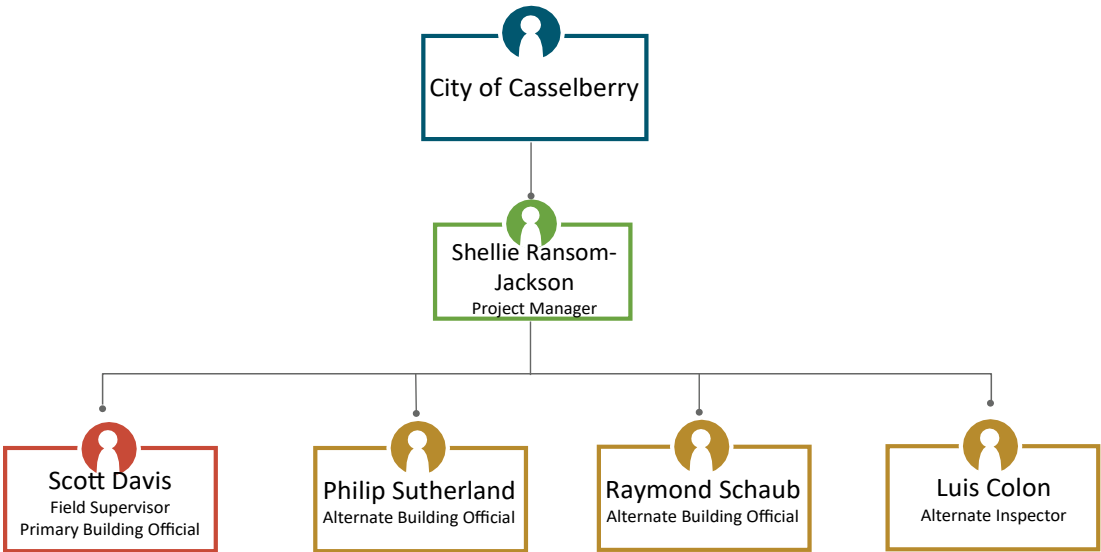
- | | | |
|---|--------------------------------------|--|
| – Residential developments | – Airport hangar | – Banks |
| – Multi-family dwellings | – Tunnels | – Grocery stores |
| – LEED Buildings | – Bridges | – Pharmacies |
| – Hospitals and medical facilities | – Low income housing | – Elementary, Middle and High Schools |
| – High-rise buildings | – Gymnasiums | – Schools and Universities (state and privately owned) |
| – Large commercial retail developments | – Hotels | – Solar panel systems |
| – Parking garages - above and below grade | – Pools (commercial and residential) | – Pre-schools & daycares |
| – Cement plants | – Train stations | – Prefabricated and Modular bathrooms for hospitals |
| – Industrial buildings | – Recreational centers | – Churches |
| – Housing Authorities | – Cruise terminals | – Automated parking systems & mechanical car stacker |
| – Single-family homes | – Theme parks | – Dentist offices |
| – Retirement communities | – Fire stations | – Ambulatory centers |
| – Historical buildings | – Shopping malls | – Production studios |
| – Medical Examiner's office | – Construction trailers | – Loading docks |
| – Refrigerated buildings | – Electric Cooperative | – Liquid natural gas plant |
| – Threshold buildings | – Aqueducts | – Elevators |
| – Silos | – Shipyards | – Casinos |
| – Marinas | – Gymnasiums | – Self storage facilities |
| – Waterfront properties | – Sport fields | – Chillers |
| – Restaurants | – Arenas | – Sorority/Fraternity houses |
| – Parks | – Apartment complexes | – Warehouses |
| – Courthouses | – Libraries | |
| – Government buildings | – Museums | |
| | – Signs | |

Qualifications, experience and certifications for each assigned staff member is included on their resumes found on the following pages.



Project Team & Subconsultants

The assigned personnel consist of in-house, full-time staff. We have sufficient staff to meet the needs of the City. Therefore, we will not be utilizing any subcontractors for this project. Below is an organizational chart representing our team members and their role for this project.





SHELLIE K. RANSOM- JACKSON

Building Code
Administrator,
Building Inspector & Plans
Examiner

Years of Experience: 10+

STATE OF FLORIDA LICENSES:

Building Code
Administrator, BU15

Standard Inspector,
BN4404

Standard Plans Examiner,
PX2199

Certified General
Contractor, CGC60553

EDUCATION:

Master of Public
Administration, Nova
Southeastern University

Bachelor of Business
Administration, AIU Online

Associate of Science in
Building Construction
Technology, Miami-Dade
College

AFFILIATIONS:

2nd Vice President of
Broward County Building
Officials Association

President of South Florida
Building Officials
Association

Membership Co-Chair of
the National Black Women
in Construction

Shellie is a highly qualified professional with an exceptional ability to provide effective leadership and proficient management. Having worked in both the private and public industries, she is uniquely qualified to facilitate both public and private development. She has excellent communication and organizational skills with an outstanding ability to work successfully with diverse groups.

MUNICIPAL EXPERIENCE:

- **City of Miami Gardens**, Miami Gardens, FL - Building Official/Director of Development Services and Code Compliance Departments

Responsibilities include:

- Direct supervision of forty-five administrative, technical, inspection, plan review, and administrative staff in all activities related to building services, planning and zoning, engineering and code compliance.
- Monitor Davis-Bacon wages and minority participation for various State/Federal-funded projects.
- Responsible for an overall budget of \$14,000,000.

- **Seminole Tribe of Florida**, Ft. Lauderdale, FL - Building Official/Director, Building Inspector Tribal Inspection

Responsibilities include:

- Administrate and delegate a variety of functions such as permit application review, permit issuance, and field inspections; the evaluation and improvement of service delivery; assessment of individual and departmental performance.
- The development, maintenance and promulgation of rules, regulations and procedures to implement the Seminole Tribe of Florida Building Codes.

- **City of Hallandale**, Hallandale, FL - Building Official

Responsibilities include:

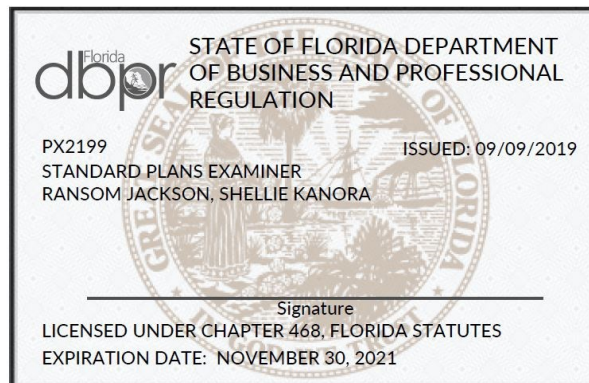
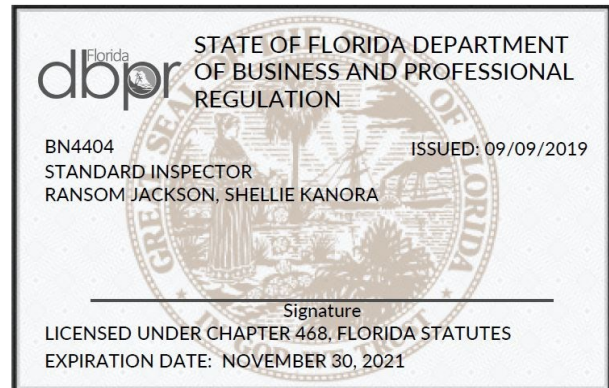
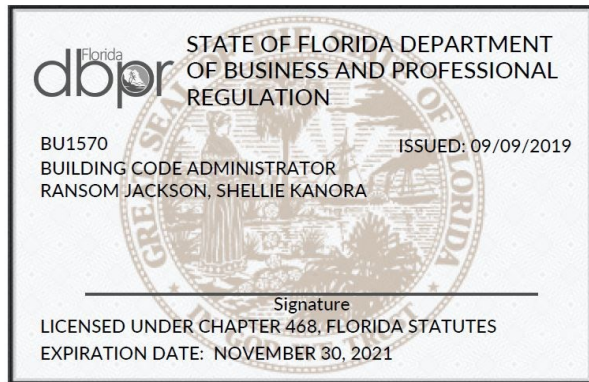
- Plan, supervise, and coordinate activities related to building plan review, inspections, and code enforcement.
- Review, issue, process, and approve building permits.
- Manage a staff of 15 and \$4 million budget.





License information obtained from

www.myfloridalicense.com





THOMAS "SCOTT" DAVIS

Building Code
Administrator, Building,
Mechanical, Electrical &
Plumbing Plans Examiner &
Inspector

Years of Experience: 20+

STATE OF FLORIDA LICENSES:

Building Code
Administrator, BU739

Standard Inspector, BN115

Standard Plans Examiner,
PX54

Certified Building
Contractor, CBC1252187

Certified Master Code
Professional (MCP),
5177842

EDUCATION:

Prince George's County
Community College

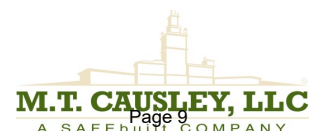
AFFILIATIONS:

Building Officials
Association of Florida

Scott is well seasoned in every relevant aspect of plan review and inspection services. Licensed as a Building Code Administrator (Building Official) for more than twenty-five years, he has worked with and for a variety of municipalities spanning the length and breadth of the state. Consequently, he is familiar with the area and culture and understands the diversity and uniqueness of each population. He easily adapts to his surroundings while providing a professional and superior level of service.

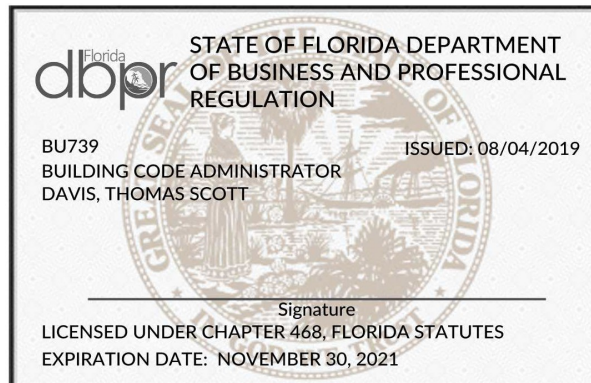
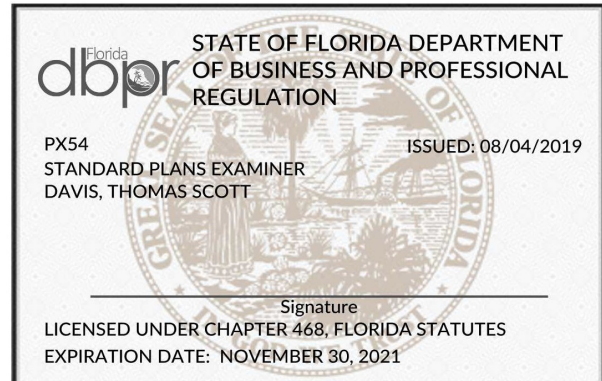
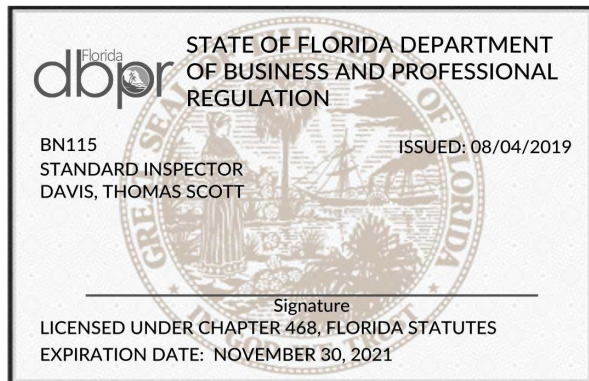
PROFESSIONAL EXPERIENCE:

- **University of Central Florida**, Orlando, FL - Project Manager/Inspector & Plans Examiner
 - **Dr. Phillips Academic Commons** - Plans Examiner & Inspector
 - **Center for Emerging Media** - Plans Examiner & Inspector
 - **Student Parking Garage** - Plans Examiner & Inspector
 - **Bright House Network Stadium** - Plans Examiner & Inspector
 - **Marriott Hotel** - Plans Examiner & Inspector
- **City of Cocoa**, Cocoa, FL - Building Official/Division Manager
 - **University of Central Florida** - Plans Examiner & Inspector
 - **Florida Eastern University** - Building Official
 - **Einsten Montessori Academy** - Plans Examiner & Inspector
 - **Florida Solar Energy Center** - Plans Examiner & Inspector
- **City of Palm Bay**, Palm Bay, FL - Building Official/Division Manager
- **Brevard County**, Melbourne, FL - Deputy Building Official/Plans & Permits Supervisor
- **Brevard County School Board**, Melbourne, FL - Support services, Project Manager Inspections
- **Water Treatment Plant**, Titusville, FL - Plans Examiner & Inspector





License information from the
Department of Business and Professional Regulation





PHILIP W. SUTHERLAND

Building Code
Administrator,
Building, Electrical,
Mechanical & Plumbing
Plans Examiner, Building,
1&2 Family, Mechanical,
Electrical and Plumbing
Inspector
Certified Floodplain
Manager
Fire Inspector I

Years of Experience: 20+

STATE OF FLORIDA LICENSES:

Standard Building Code
Administrator, BU968

Standard Inspector, BN650

Standard Plans Examiner,
PX311

EDUCATION:

Masters of Science, Alameda
College & University

MEMBERSHIPS:

International Code Council
#5131907

National Fire Protection
Association #958613

Southern Building Code
Congress International
#01870

International Association of
Electrical Inspectors,
#00849250

Building Officials
Association of Florida #11/
#2071

Phil has over twenty-five years of experience in the construction industry. He has overseen the construction of a wide range of projects including residential high-rises, government building, healthcare facilities, churches, restaurants, and commercial spaces.

For the past several years, Phil has been dedicated to building code enforcement conducting technical field inspections and reviewing plans of new and existing construction, assuring work conforms to all applicable building codes. He has assisted several cities and counties throughout Florida carrying out the duties of Building Official, Plans Examiner and Inspector for several trades.

MUNICIPAL EXPERIENCE:

- **City of Altamonte Springs**, Altamonte Springs, FL - Inspector & Plans Examiner
- **City of Apopka**, Apopka FL - Inspector & Plans Examiner
- **City of Arcadia**, Arcadia, FL - Inspector & Plans Examiner
- **City of Belle Isle**, Belle Isle, FL - Inspector & Plans Examiner
- **City of Boynton Beach**, Boynton Beach, FL - Inspector & Plans Examiner
- **City of Bradenton**, Bradenton, FL - Inspector & Plans Examiner
- **City of Cedar Key**, Cedar Key, FL - Inspector & Plans Examiner
- **City of Clearwater**, Clearwater, FL - Inspector & Plans Examiner
- **City of Dade City**, Dade City, FL - Inspector & Plans Examiner
- **City of Daytona Beach**, Daytona Beach, FL - Inspector & Plans Examiner
- **City of Deland**, Deland, FL - Inspector & Plans Examiner
- **City of Eustis**, Eustis, FL - Inspector & Plans Examiner
- **City of Fanning Springs**, Fanning Springs, FL - Inspector & Plans Examiner
- **City of Gainesville**, Gainesville, FL - Inspector & Plans Examiner





License information from the
Department of Business and Professional Regulation

 STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

BN650 ISSUED: 11/16/2019
STANDARD INSPECTOR
SUTHERLAND, PHILIP W

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021

 STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

PX311 ISSUED: 11/16/2019
STANDARD PLANS EXAMINER
SUTHERLAND, PHILIP W

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021

 STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

BU968 ISSUED: 11/16/2019
BUILDING CODE ADMINISTRATOR
SUTHERLAND, PHILIP W

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021



RAYMOND L. SCHAUB

Building Code
Administrator, 1&2 Family
Dwelling, Building,
Electrical, Mechanical &
Plumbing Inspector
Building, Mechanical &
Plumbing Plans Examiner

Years of Experience: 25+

STATE OF FLORIDA LICENSES:

Building Code
Administrator, BU1522

Standard Inspector,
BN4800

Standard Plans Examiner,
PX2702

Home Inspector, HI4726

EDUCATION:

Associates Degree in
Business, Orlando College

Ray has over twenty years of experience in the construction industry responsible for the new construction of residential and commercial projects. He has been involved in a wide range of projects including high-rise mix-use developments, shopping centers, hospital, multi & single-family developments, industrial storage building, sewer & treatment plants and marinas.

For the last several years, he has been working for several municipalities carrying out the role of Building Official, Plans Examiner and Inspector (for building, mechanical, electrical and plumbing trades).

MUNICIPAL EXPERIENCE:

- **Lake County**, Tavares, FL - Building Inspector
- **Leelanau County**, Suttons Bay, MI - Multi-certified Inspector & Plans Examiner
- **Okeechobee County**, Okeechobee, FL - Building Official, Plans Examiner and Inspector, Flood Plain Manager
- **City of Eustis**, Eustis, FL - Building Official
- **University of Central Florida**, Orlando, FL - Multi-certified Inspector
- **Town of Welaka**, Welaka, FL - Building Official
- **City of Crescent City**, Crescent City, FL - Multi-certified Inspector & Plans Examiner
- **Town of Bronson**, Bronson, FL - Building Official
- **City of Chiefland**, Chiefland, FL - Building Official
- **Davenport Elementary**, Davenport, FL - Multi-certified Inspector
- **City of Dunnellon**, Dunnellon, FL - Building Official
- **City of Inverness**, Inverness, FL - Building Official
- **City of Minneola**, Minneola, FL - Building Official
- **Polk County**, Bartow, FL - Multi-certified Inspector
- **City of Williston**, Williston, FL - Building Official

License information obtained from

www.myfloridalicense.com

Licensee Details

Licensee Information	
Name:	SCHAUB, RAYMOND L (Primary Name)
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1522
Status:	Current,Active
Licensure Date:	10/27/2006
Expires:	11/30/2021
Special Qualifications	
Modular 1&2	Qualification Effective 10/27/2006

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4800
Status:	Current,Active
Licensure Date:	07/01/2004
Expires:	11/30/2021
Special Qualifications	
Building	Qualification Effective 09/13/2004
Electrical Inspector	06/15/2006
1&2 Family Dw	07/01/2004
Mechanical	01/07/2005
Plumbing	01/07/2005

License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2702
Status:	Current,Active
Licensure Date:	06/02/2006
Expires:	11/30/2021
Special Qualifications	
Building	Qualification Effective 05/08/2007
Mechanical	06/02/2006
Plumbing	05/08/2007



LUIS A. COLON

1&2 Family & Plumbing
Inspector,
Plumbing Plans Examiner,
Fire Inspector I & II

Years of Experience: 20+

STATE OF FLORIDA LICENSES:

Standard Inspector,
BN3362

Standard Plans Examiner,
PX1996

EDUCATION:

HVAC Tech Certification,
Vidal Enterprise

Studies in Civil
Engineering, Valencia
Community College

CERTIFICATION:

Gas & HVAC Certification
Tech

FEMA: NIMS IS-700 and IS-
195 Certification

Venting and Gas Codes
Certification

Florida Department of
Education SREF Certification

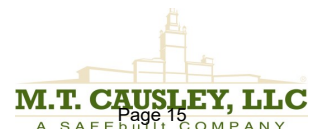
Luis has more than twenty years of experience conducting inspections of new and existing residential properties ensuring compliance with the Florida Building Code Plumbing and applicable codes. His career began working as a plumbing contractor installing, repairing, and maintaining boiler systems, hot and cold water lines, pressure reducing devices, backflow prevention systems, vacuum breakers, gauges and meters, sewer pipe, soil pipe, traps, and any other work pertaining to facility plumbing/boiler systems.

He later advanced his career to become a Plumbing Plans Examiner and Inspector. His responsibilities include: inspecting plumbing and drainage installations for new, existing, renovated, and remodeled buildings, perform witness test of plumbing systems for leaks, examines fixtures, appliances and special fittings.

Luis has worked with several municipalities throughout Central Florida and is familiar with the culture and environment of the area. Consequently, his hands-on experience combined with his extensive knowledge of construction makes Luis is an asset of incalculable value to any building department.

MUNICIPAL EXPERIENCE:

- **City of Clermont**, Clermont, FL - Inspector
- **City of Minneola**, Minneola, FL - 1&2 Family Inspector
- **City of Lake Mary**, Lake Mary, FL - Multi-certified Inspector
- **Winter Park Fire Department**, Winter Park, FL - Volunteer Inspector
- **University of Central Florida**, Orlando, FL - Plumbing Inspector
- **City of Rockledge**, Rockledge, FL - Inspector
- **City of Altamonte Springs**, Altamonte Springs, FL - Inspector
- **City of Winter Garden**, Winter Garden, FL - Inspector
- **City of Winter Springs**, Winter Springs, FL - Inspector
- **City of Casselberry**, Casselberry, FL - Inspector
- **City of Longwood**, Longwood, FL - Inspector
- **Orange County**, Orlando, FL - Inspector





License information from the
Department of Business and Professional Regulation

Licensee Details

Licensee Information	
Name:	COLON, LUIS ANGEL (Primary Name)
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN3362
Status:	Current,Active
Licensure Date:	10/09/1998
Expires:	11/30/2021
Special Qualifications	Qualification Effective
1&2 Family Dw Plumbing	
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1996
Status:	Current,Active
Licensure Date:	12/18/2001
Expires:	11/30/2021
Special Qualifications	Qualification Effective
Plumbing	

Litigation

M.T. Causley has not had any disciplinary action, prior or pending litigation or investigation, either civil or criminal, major disputes, contract defaults or liens since the inception of the company, nor have its employees. Additionally, M.T. Causley has not been convicted of a public entity crime or placed on the convicted vendor list.



Financial Information

Evidence of financial stability has been included on the following pages.



18001 Gulf Blvd, Redington Shores, FL 33708 | O: (727) 202-6825 | www.mtcinspectors.com

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Independent Auditor's Report

RSM US LLP

Board of Directors and Members
SAFEbuilt Holding Company and Subsidiaries

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of SAFEbuilt Holding Company and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2018 and 2017, the related consolidated statements of income, changes in stockholders' (deficit) equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SAFEbuilt Holding Company and Subsidiaries as of December 31, 2018 and 2017, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Denver, Colorado
June 6, 2019

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AUDIT | TAX | CONSULTING

Safebuilt, Llc DUNS: 01-874-7836

Dashboard

Company Info

Address:
3755 Precision Drive Suite 140
Loveland, CO 80538

Phone:
(866) 977-4111

DBA's:

Mailing Address:

Fax:

URL:

Location Type:
Headquarter

Scores

PAYDEX®	Delinquency Predictor		Financial Stress		Credit Limit Rec.	DandB Rating
Score 76 ▼	Score 581 ▲	Class 1	Score 1423 ▼	Class 4	Recommendation \$40K	Rating 1R3

Payments Summary

Current PAYDEX®: 76 Equal to 6 days beyond terms
Industry Median: 78 Equal to 3 DAYS BEYOND terms
Payment Trend: ↔ Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 35
Payments Within Terms (not dollar weighted): 78%
Average Highest Credit: 7,631
Largest High Credit: 55,000
Highest Now Owing: 35,000
Highest Past Due: 500

Scores

PAYDEX®

76 ▼

6 days beyond terms

3 Month PAYDEX®

79



Understanding My Score

Payment History

Total (Last 12 Months): 35

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Date ▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2018	Ppt	\$45,000	\$35,000	\$0		1 mo
03/2018	Ppt	\$35,000	\$0	\$0		6-12 mos
03/2018	Ppt	\$2,500	\$0	\$0		4-5 mos
03/2018	Ppt	\$250	\$0	\$0	N30	6-12 mos
03/2018	Ppt	\$250	\$250	\$0	N30	1 mo

Key

PAYDEX®	Payment Practices	PAYDEX®	Payment Practices
100	Anticipate	40	60 Days Beyond Terms
90	Discount	30	90 Days Beyond Terms
80	Prompt	20	120 Days Beyond Terms
70	15 Days Beyond	1-19	Over 120 Days Beyond Terms
60	22 Days Beyond Terms	UN	Unavailable
50	30 Days Beyond Terms		

Trending & Industry Comparison



- This Company (76)
- Industry Median: (78)

	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018
This Company	77	78	78	78	78	78	78	78	78	77	76	76
Industry Quartiles												
Upper	--	--	80	--	--	80	--	--	80	--	--	80
Medium	--	--	78	--	--	78	--	--	78	--	--	78
Lower	--	--	69	--	--	69	--	--	69	--	--	69

Based on payments collected over the last 4 quarters.

- Current PAYDEX® for this business is 76 , or equal to 6 days beyond terms
- The 12-month high is 78 , or equal to 3 days beyond terms.
- The 12-month low is 76 , or equal to 6 days beyond terms.

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- The present industry median score is 78 , or equal to 3 days beyond terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Delinquency Predictor Score

Score **581** ▲ Class **1** Percentile **91%**

Low risk of severe payment
delinquency over next 12 months



Understanding My Score

Incidence of Delinquent Payment:

Among Companies with this Classification: **1.10%**
 Average compared to business in D&Bs database: **10.20%**
 # of Trade experiences exist for this company: **35**

Factors Affecting Your Score:

Higher risk industry based on delinquency rates for this industry

Notes:

- The Delinquency Predictor Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The probability of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average probability of delinquency is based on businesses in D&B's database and is provided for comparative purposes.
- The Delinquency Predictor Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Delinquency Predictor Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Key

Score	Class	Percentile	Incidence of Delinquency
482 - 670	1	91 - 100	6.0%
451 - 481	2	71-90	10.6%
404-450	3	31-70	18.4%
351-403	4	11-30	31.5%
1-350	5	1-10	70.0%

Trends - Scores, 12 Month



• [My Company \(581\)](#)

Trends - Percentile, 12 Month



• [My Company \(91%\)](#)

Industry Comparison



Invalid License (800). Please contact SoftwareFX Support

This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Financial Stress Score

Score	Class	Nat'l %
1423 ▼	4	24%

Moderate to high risk of severe financial stress, such as a bankruptcy, over the next 12 months



Understanding My Score

Incidence of Financial Stress:

Among Companies with this Classification: **0.84%**

Average compared to business in D&Bs database: **0.48%**

of Trade experiences exist for this company: **35**

Factors Affecting This Company's Score:

Low proportion of satisfactory payment experiences to total payment experiences.

UCC Filings reported.

High number of inquiries to D&B over last 12 months.

Composite credit appraisal is rated fair.

Business does not own facilities.

Higher risk legal structure.

- The Financial Stress Class Summary Model predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive

Page 24

data files.

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

Key

Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	0.03%
1510-1569	2	69-94	0.09%
1450-1509	3	34-68	0.24%
1340-1449	4	2-33	0.84%
1001-1339	5	1	4.70%

Trends - Scores, 12 Month



- [My Company \(1,423\)](#)

Trends - Percentile, 12 Month



- [My Company \(24%\)](#)

Industry - Comparison

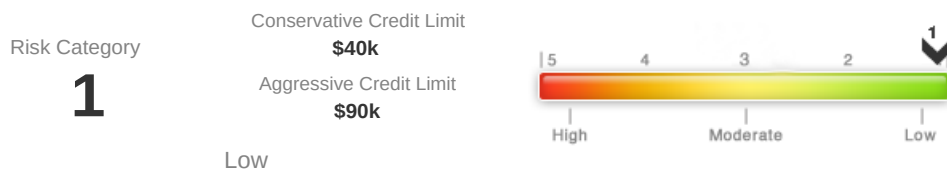


Invalid License (800). Please contact SoftwareFX Support

This Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Credit Limit Recommendation



Understanding My Score

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

Page 26

A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.

An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk.

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S. payments database which have a similar profile to your business.

D&B Rating

Rating
1R3

Number of employees: **1R indicates 10 or more employees**
Composite Credit Appraisal: **3 is fair**

D&B Rating	Date Applied
1R3	2016-09-29
1R2	2015-10-13
--	2009-12-04

Understanding My Score

Factors Affecting Your Score

of Employees Total: **60 (Undetermined here)**

Payment Activity (based on 35 experiences):

Average High Credit: **\$7,631**

Highest Credit: **\$55,000**

Total Highest Credit: **\$169,600**

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets.

Payments

Timeliness of Historical Payments

Current 76 Equal to 6 days beyond terms
PAYDEX®:
Industry Median: 78 Equal to 3 DAYS BEYOND terms
Payment Trend:  Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 35
Total payment Experiences during the last 3 months: 21
Payments Within Terms (not dollar weighted): 78
Total Placed For Collection: NA
Average Highest Credit: 7,631
Largest High Credit: 55,000
Highest Now Owing: 35,000
Highest Past Due: 500

Payment Summary

Total (Last 12 Months): 35

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	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	Days Slow			
					31	30-80	81-90	90
Top Industries								
Ret mail-order house	5	\$750	\$250	100%	0	0	0	0
Misc business credit	4	\$6,250	\$5,000	40%	60	0	0	0
Short-trm busn credit	2	\$55,100	\$55,000	100%	0	0	0	0
Radiotelephone commun	2	\$80,000	\$45,000	100%	0	0	0	0
Telephone communictns	2	\$10,250	\$10,000	99%	0	1	0	0
Security broker/deal	2	\$350	\$250	100%	0	0	0	0
Help supply service	1	\$10,000	\$10,000	0%	0	100	0	0
Whol furniture	1	\$2,500	\$2,500	100%	0	0	0	0
Nonclassified	1	\$2,500	\$2,500	100%	0	0	0	0
Misc business service	1	\$100	\$100	100%	0	0	0	0
Reg misc coml sector	1	\$100	\$100	100%	0	0	0	0
Other Categories								
Cash experiences	12	\$950	\$500	--	--	--	--	--
Unknown	0	\$0	\$0	--	--	--	--	--
Unfavorable comments	1	\$750	\$750	--	--	--	--	--
Placed for collections with D&B:	0	\$0	\$0	--	--	--	--	--
Other	0	N/A	\$0	--	--	--	--	--
Total in D&B's file	35	\$169,600	\$55,000	--	--	--	--	--

Payments Beyond Terms

Total (Last 12 Months):6

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2018	Ppt-Slow 30	5,000	\$2,500	\$0	Lease Agreeemnt	1 mo
03/2018	Slow 30	500	\$0	\$0	Lease Agreeemnt	2-3 mos
03/2018	Slow 30	500	\$0	\$0	Lease Agreeemnt	2-3 mos
03/2018	Slow 30	250	\$0	\$0	Lease Agreeemnt	2-3 mos
12/2017	Ppt-Slow 60	250	\$250	\$0	N30	1 mo
07/2017	Slow 60	10,000	\$0	\$0	N10	6-12 mos

All Payments

Total (Last 12 Months): 35

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2018	Ppt	\$45,000	\$35,000	\$0	--	1 mo
03/2018	Ppt	\$35,000	\$0	\$0	--	6-12 mos
03/2018	Ppt	\$2,500	\$0	\$0	--	4-5 mos
03/2018	Ppt	\$250	\$0	\$0	N30	6-12 mos
03/2018	Ppt	\$250	\$250	\$0	N30	1 mo
03/2018	Ppt	\$250	\$0	\$0	N30	2-3 mos
03/2018	Ppt	\$100	\$100	\$0	N30	1 mo
03/2018	Ppt	\$100	\$0	\$0	N30	4-5 mos
03/2018	Ppt	\$100	\$0	\$0	N30	2-3 mos
03/2018	Ppt	\$100	\$0	\$0	--	4-5 mos
03/2018	Ppt	\$50	\$0	\$0	N30	2-3 mos
03/2018	Ppt-Slow 30	\$5,000	\$2,500	\$0	Lease Agreeemnt	1 mo
03/2018	Slow 30	\$500	\$0	\$0	Lease Agreeemnt	2-3 mos
03/2018	Slow 30	\$500	\$0	\$0	Lease Agreeemnt	2-3 mos
03/2018	Slow 30	\$250	\$0	\$0	Lease Agreeemnt	2-3 mos
03/2018	(016)	\$50	--	--	Cash account	1 mo
03/2018	(017)	\$50	--	--	Cash account	1 mo
03/2018	(018)	\$50	--	--	Cash account	1 mo
03/2018	(019)	\$50	\$0	\$0	Cash account	6-12 mos
03/2018	(020)	--	\$0	\$0	Cash account	2-3 mos
02/2018	Ppt	\$10,000	\$0	\$0	--	1 mo
01/2018	(022)	\$750	\$500	\$500	--	--
12/2017	Ppt-Slow 60	\$250	\$250	\$0	N30	1 mo
12/2017	(024)	\$50	--	--	Cash account	1 mo
12/2017	(025)	\$50	--	--	Cash account	6-12 mos
09/2017	Ppt	\$55,000	\$0	\$0	--	1 mo
07/2017	Slow 60	\$10,000	\$0	\$0	N10	6-12 mos
05/2017	(028)	--	--	--	Cash account	4-5 mos
04/2017	(029)	\$50	--	--	Cash account	1 mo
03/2017	Ppt	\$2,500	\$0	\$0	N30	6-12 mos
11/2016	(031)	\$50	--	--	Cash account	1 mo
10/2016	(032)	\$500	--	--	Cash account	1 mo
10/2016	(033)	\$100	--	--	--	1 mo
09/2016	Ppt	\$100	\$0	\$0	Lease Agreeemnt	6-12 mos
05/2016	(035)	\$50	--	--	Cash account	6-12 mos

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc. Accounts are sometimes placed in collection even though the existence or amount of debt is disputed.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. Page 29

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	SAFEbuilt, LLC	URL:	NA
Doing Business As:	SAFEbuilt, LLC	Stock Symbol:	NA
Street Address:	3755 Precision Drive Suite 140 Loveland, CO 80538	History:	NA
Mail Address:	NA	Operations:	NA
Phone:	(866) 977-4111	Present Management Control:	NA
Line of Business:	Business services	Annual Sales:	NA
		Year Started:	2006
		Manager:	NA
		Gross Revenue:	NA
		Financial Condition:	NA

History

The following information was reported: **02/01/2017**

Officer(s):

MICHAEL MCCURDIE, PRES

DIRECTOR(S):

THE OFFICER(S)

The Delaware Secretary of State's business registrations file showed that Safe Built, Inc. was registered as a corporation on June 30, 2006, under file registration number 4185813 and converted into Safebuilt, LLC on Sept. 26, 2014. Business started 2006.

MERGER/ACQUISITION:

On October 13, 2015, Selina Gonzales, Exec Admin Asst, stated that Independent Inspections, Ltd. has been acquired by Safebuilt, LLC on May 12, 2015 and will be operating as a branch of Safebuilt, LLC. Independent Inspections, Ltd. has now been changed to an Out of Business Status.

RECENT EVENT:

On August 12, 2015, sources stated that SAFEbuilt LLC, Loveland, CO, through its subsidiary, SAFEbuilt Ohio LLC, Loveland, CO, has acquired Municipal Building Inspection Solutions, LLC, Bedford Heights, Ohio, on July 14, 2015. With the acquisition, Municipal Building Inspection Solutions, LLC will now operate as a subsidiary of SAFEbuilt Ohio LLC. SAFEbuilt LLC is a portfolio company of Riverside Company. Terms were undisclosed.

MICHAEL MCCURDIE. Antecedents are unknown.

Business address has changed from 70 E Agate Ave, Granby, CO 80446 to 3755 Precision Dr Ste 140, Loveland, CO 80538.

Business address has changed from 3755 Precision Dr Ste 140, Loveland, CO, 80538 to 3755 Precision Drive Suite 140, Loveland, CO, 80538.

Business Registration

We currently don't have enough data to display this section.

Operations

02/01/2017

Description:

Operates business services, specializing in building inspection services (100%).

Terms are undetermined. Sells to undetermined.

Employees: 60 which includes officer(s). Undetermined employed here.

Facilities: Occupies premises in a building.

Branches: This business has multiple branches, detailed branch/division information is available in Dun & Bradstreet's linkage or family tree products.

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Subsidiaries: This business has multiple subsidiaries, detailed subsidiary information is available in D&Bs linkage or family tree products chartered 2008. Operates as provider of building inspection services.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

7389 0203 Building inspection service

NAICS:

541350 Building Inspection Services

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	12	05/20/16

Evidence of bankruptcy, fraud, or criminal proceedings in the history of business or its management:

No

Noteworthy special events in the company's file:

09/29/2016:

Business address has changed from 3755 Precision Dr Ste 140, Loveland, CO, 80538 to 3755 Precision Drive Suite 140, Loveland, CO, 80538.

The Chief Executive Officer is now MICHAEL MCCURDIE, PRES.

Value of Open suits, liens and judgments for the company:

Suits	0
Liens	0
Judgments	NA

The following Public Filing data is for information purposes only and is not the official record.
Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section.

Liens

We currently don't have enough data to display this section.

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Suits

We currently don't have enough data to display this section.

UCC Filings

Collateral: All Assets including proceeds and products
Type: Original
Sec.Party: MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT,
BETHESDA, MD
Debtor: SAFEBUILT WISCONSIN, LLC
Filing No.: 2016 3031315
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 05/20/16
Latest Info Received: 06/10/16

Collateral: All Assets including proceeds and products
Type: Original
Sec.Party: MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT,
BETHESDA, MD
Debtor: SAFEBUILT WASHINGTON, LLC
Filing No.: 2016 3031307
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 05/20/16
Latest Info Received: 06/10/16

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA,
MD
Debtor: SAFEBUILT GEORGIA, LLC
Filing No.: 06014008885
Filed With: FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA,
GA
Date Filed: 10/13/14
Latest Info Received: 11/21/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA,
MD
Debtor: SAFEBUILT MICHIGAN, LLC
Filing No.: 2014 3994720
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA,
MD
Debtor: SAFEBUILT TEXAS, LLC

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Filing No.: 2014 3994704
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT LOUISIANA, LLC
Filing No.: 2014 3994498
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT FLORIDA, LLC
Filing No.: 2014 3994480
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT ARIZONA, LLC
Filing No.: 2014 3994456
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT ACQUISITION COMPANY
Filing No.: 2014 3994415
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT ILLINOIS, LLC
Filing No.: 019693740

Filed With: SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL
Date Filed: 10/03/14
Latest Info Received: 10/21/14

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Government Activity

Summary

Borrower (Dir/Guar): NO
Administrative Debt: NO
Contractor: NO
Grantee: NO
Party excluded from federal program(s): NO
Possible Candidate:
Labor Surplus Area: N/A
Small Business: YES (2018)
8(A) Firm: N/A

The public record items contained herein may have been paid, terminated, vacated, or released prior to today's date

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Financials

Key Business Ratios from D&B



- [This Company](#)

Key Financial Comparisons

	(\$)	(\$)	(\$)
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	NA
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capital	NA	NA	NA
This Company's Assets Year Over Year			
Cash	NA	NA	NA
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets	NA	NA	NA
Other Non Current	NA	NA	NA
Total Assets	NA	NA	NA
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA
Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current Liabilities	NA	NA	NA
Total Current Liabilities	NA	NA	NA
Other Long Term and Short Term Liabilities	NA	NA	NA
Deferred Credit	NA	NA	NA
Net Worth	NA	NA	NA
Total Liabilities and Net Worth	NA	NA	NA



We currently do not have any recent financial statements on file for your business. Submitting financial statements can help improve your D&B scores. To submit a financial statement, please call customer service at 800-333-0505.

Key Business Ratios

	This Company	Industry Median	Industry Quartile
Solvency			
Quick Ratio	NA	NA	NA
Current Ratio	NA	NA	NA
Current Liabilities to Net Worth	NA	NA	NA
Current Liabilities to Inventory	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets to Net Worth	NA	NA	NA
Efficiency			
Collection Period	NA	NA	NA
Inventory Turn Over	NA	NA	NA
Sales to NWC	NA	NA	NA
Acct Pay to Sales	NA	NA	NA
Profitability			
Return on Sales	NA	NA	NA
Return on Assets	NA	NA	NA
Return on NetWorth	NA	NA	NA

Corporate Linkage

Parent		
Company Name	DUNS #	City, State
SAFEBUILT, LLC	01-874-7836	LOVELAND, COLORADO
Headquarters (US)		
Company Name	DUNS #	City, State
SAFEBUILT OHIO, LLC	04-685-5929	LOVELAND, COLORADO
SAFEBUILT, LLC	01-874-7836	LOVELAND, COLORADO
SAFE BUILT COLORADO, INC.	94-163-2523	LOVELAND, COLORADO
US Linkages		
Company Name	DUNS #	City, State
Subsidiaries		
MUNICIPAL BUILDING INSPECTION SOLUTIONS LLC	05-211-0761	BEDFORD HEIGHTS, OHIO
SAFEBUILT OREGON, INC.	02-215-9401	LOVELAND, COLORADO
Branches		
SAFE BUILT COLORADO, INC.	09-834-2186	WESTMINSTER, COLORADO
SAFEBUILT, LLC	08-001-9905	WAUKESHA, WISCONSIN
SAFEBUILT, LLC	10-065-8066	MCHENRY, ILLINOIS
SAFE BUILT COLORADO, INC.	01-692-9725	FIRESTONE, COLORADO



TAB B
SIMILAR PROJECTS

Similar Projects

Attachment "F" has been completed and is included on the following page.

Following Attachment F, are additional examples that demonstrate our experience and success in providing Building Official, Plan Review and Inspection Services.



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Attachment "F" References

The Firm shall complete and submit this Reference Form as a part of their bid response. Provide a minimum of five (5) projects performed by the Firm and completed within the last ten (10) years, which are similar type, scope, and complexity. (A Reference from City of Casselberry is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name: Polk County	
Type of Project/Service: Building Inspection & Plan Review Services	
Address: 330 West Church Street, Bartow, FL 33830	
Contracting Agency/Client: Polk County	
Contact Name and Phone #: Chandra Frederick, Building Division Director, 863.534.6564	
Contact Email Address and Fax #: chandrafrederick@polk-county.net Fax: 863.534.5925	
Contract Amount: \$350,000.00	Date Work Performed: March 2015 - June 30, 2022
Project #2:	
Project Name: City of Eustis	
Type of Project/Service: Building Official, Plan Review and Inspection Services	
Address: 10 N. Grove Street, Eustis, FL 32726	
Contracting Agency/Client: City of Eustis	
Contact Name and Phone #: Lori Barnes, 352.483.5462	
Contact Email Address and Fax #: barnesl@ci.eustis.fl.us Fax: 352.357.4177	
Contract Amount: \$100,000.00	Date Work Performed: October 2017 - October 2020
Project #3:	
Project Name: City of Clermont	
Type of Project/Service: Plan Review and Inspection Services	
Address: 685 West Montrose Street, Clermont, FL 34711	
Contracting Agency/Client: City of Clermont	
Contact Name and Phone #: Darren Gray Phone: 352.241.7351	
Contact Email Address and Fax #: dgray@clermontfl.com Fax: 352.394.4087	
Contract Amount: \$137,000.00	Date Work Performed: September 2015 - November 2022*
Project #4:	
Project Name: University of Central Florida	
Type of Project/Service: Plan Review and Inspection Services	
Address: 12479 Research Parkway, Orlando, FL 32826	
Contracting Agency/Client: University of Central Florida	
Contact Name and Phone #: Roy Johnston Phone: 407.823.2661	
Contact Email Address and Fax #: Roy.Johnston@ucf.edu	
Contract Amount: \$227,000.00	Date Work Performed: July 2017 - July 2020
Project #5:	
Project Name: City of Altamonte Springs	
Type of Project/Service:	
Address: 225 Newburyport Avenue, Altamonte Springs, FL 32701	
Contracting Agency/Client: City of Altamonte Springs	
Contact Name and Phone #: Chad Elliott Phone: 407.571.8077	
Contact Email Address and Fax #: CElliott@altamonte.org Fax: 407.571.8082	
Contract Amount: \$10,000.00	Date Work Performed: October 2016 - September 2020

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
 ❧ Failure to submit this form may be grounds for disqualification of your submittal ❧

*Previously contracted through sister company: Florida Municipal Services, Inc.

Building Official/Building Code Administrator Services



City of Treasure Island, Treasure Island, FL

The City of Treasure Island contacted us for assistance because one of their Inspectors was injured. After meeting with our team and being impressed with the caliber of our staff, the City was confident we could assist them with equally qualified individuals on a full-time basis. We are currently assisting the City with licensed, qualified staff to fulfill the duties of Building Official, Plan Review, Inspection and Flood Plain Management services.



City of Bradenton Beach, Bradenton Beach, FL

When the City of Bradenton Beach decided to privatize their Building Department, we provided the City with sufficient staff to manage it successfully. Currently, the City is supplied with a Building Official who is responsible for Plans Review and Inspections for all trade categories. In 2015, the City chose to contract services for five years due to our superior level of service.



City of Bellevue, Bellevue, FL

We have been assisting the City since 2004 with a Building Official responsible for performing Plan Review and Inspections. We've become familiar with the City's processes and procedures as well as City staff, residents and contractors. Over the years, our staff has reviewed construction drawings and inspected the new and existing construction of thousands of commercial buildings and single family homes. Additionally, our Building Official assists with Flood Plain Management and ISO services.

Building Official/Building Code Administrator Services



Town of Lady Lake, Lady Lake, FL

The Town of Lady Lake entered into a contract as a result of a Request for Proposal in 2016. Although we were not the highest overall ranked firm, the three committee members rated us higher. We provided a lower rate schedule and we seemed better suited to provide redundancy with an alternate staff team. In 2019, the Town issued a new RFP for Plan Review & Inspection Services. We were awarded the three year contract as part of the top ranked firms.



Village of Biscayne Park, Biscayne Park, FL

In 2018, the Village issued a Request for Proposal for Building Permit Review and Inspection Services and Municipal Planning Department. By combining the strengths of M.T. Causley and our sister company, Calvin, Giordano & Associates, we are able to offer the Village a wide range of services. We are primarily responsible for the Plan Review and Inspection services while our partner, CGA, focuses on the municipal planning services. Since October 2018, the Village is staffed with a Building Official and multi-licensed Plan Examiners and Inspectors.



City of Florida City, Florida City, FL

Mr. Causley was contracted to provide Mechanical and Plumbing Plan Review and Inspection Services on an as-needed basis in 1992. The agreement was renewed on a yearly basis during two decades due to our ability to meet the City's needs and provide additional assistance when necessary.

In January of 2015, the City of Florida City issued an RFQ for Plan Review and Inspection Services. We were awarded the contract. We provide Plan Review and Inspection Services for all trades on a daily basis including a Building Official.

Building Official/Building Code Administrator Services

Town of Juno Beach, Juno Beach, FL

When The Town of Juno Beach saw the need to establish its own Building Department in 2006, they called on M.T. Causley for assistance. This contract has been extended based on our excellent performance and understanding of the critical requirements of the Town. Our staff has gained vital insight regarding the Town's processes and operations of the Building Department. Additionally, our staff is familiar with the Town's Energov System, forms and requirements.



M.T. Causley:

Developed ordinances required to adopt the Building Code

Drafted an extensive Fee Schedule for Commission approval

Created all necessary departmental forms, including permit applications, change of contractor, notice of commencement, etc.

Implemented a new computer system and trained Town clerical staff

Provided sufficient staff to operate a successful, full-service building department

Since 2006, M.T. Causley has continued to provide the Town with Building Plan Review and Inspection Services, including a dedicated Building Official. Services include:

- Plan reviews
- Inspections
- Ensuring permits are completed and maintained appropriately
- Response to Code related questions
- Review and inspect Flood Zone and Flood Proofing projects



M.T. Causley also assists the Town by providing Public Works inspections, utilities, other underground and above ground related public works projects including roadways when required. When the original term of this contract expired September 2012, the Town issued an RFP for Building Department Services and M.T. Causley was again chosen to provide services until 2020.



Plan Review & Inspection Services



Polk County, Bartow, FL

Earlier this year, Polk County released a Bid for Temporary Positions: Building Inspectors and Plans Examiners. We were amongst the four firms selected to assist the County with as-needed plan review and inspection services.



Town of Medley, Medley, FL

The Town of Medley found itself in need to privatize it's building department. Therefore, in 2013, a formal Request for Proposal was issued requesting Building Department Services. We were selected and entered into an Agreement on November 4, 2013. Plan Examiners and Inspectors for all trades are provided on a daily basis.



City of West Palm Beach, West Palm Beach, FL

We have been providing Inspection Services to the City since 2010. Multi-certified Plan Examiners and Inspectors are provided upon request. We entered into a piggyback agreement in 2019 for the next four years.



Project Approach

A. Resources

We have assisted Florida government agencies with Building Official, Plan Review and Inspection Services through all aspects of growth: establishment, expansion, and stabilization. Throughout our twenty-four (24) years of experience providing services similar to those required in this RFP, we have been called upon to quickly upscale our staff and deliverables. Should the City's needs grow or evolve to include additional services, we have the capability to quickly adapt to expanding needs.

Our team's approach to providing Building Official, Plan Review and Inspection Services is simple: do everything necessary to ensure a smooth integration of existing (City) and new (M.T. Causley) resources. To do so, our staff will meet with the City, identify designated personnel and the main point-of-contact. We will then concentrate our efforts on fulfilling the City's immediate needs to ensure services are provided at an optimal level.



INCREASED
CUSTOMER SERVICE



CLIENT CENTERED
APPROACH



IMPROVE
COST EFFICIENCIES



DATA REPORTING
AND METRICS



INCREASE
WORKFLOW PRODUCTIVITY



ELECTRONIC PLAN REVIEW
AND EFFICIENT
FRONT COUNTER SERVICES



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Personnel

We are able to provide staff year round. Our model offers real advantages to the City by providing flexibility and a sense of security knowing that reliable expertise is always on hand, without the hassle of the staffing issues or fixed costs that come with an in-house department. As an outside firm providing services to other Florida government agencies, we are able to address such staffing issues appropriately. We have the capability to easily increase or decrease employee size through our scheduling process. Our commitment to service delivery is number one.

If an increase appears to be permanent, we simply bring in additional full time staff and ensure we have part time staff ready for the next possible surge or absence. This works for our agency, because we have no headcount restrictions, political objectives, or union issues. The City gains access to a deep network of experienced Building Officials, Plan Examiners, trade Inspectors and more. We assume responsibility for all staffing issues. We manage the workload and hiring process, as well as provide salaries, benefits, ongoing training, and vehicles for staff.

Equipment & Supply Resources

Employees are supplied with late model vehicles with removable signage, as well as ladders, electrical test equipment, photography equipment and additional field related equipment necessary to perform their duties. Furthermore, staff is supplied with safety devices and clothing required to meet OSHA requirements. In addition to a library of current code books, laptops are also provided allowing easy access to the most current Florida Building Code.



Staff is also provided with:

- Fuel and vehicle maintenance
- Insurance
 - Liability
 - Workers Compensation
 - Health, Dental, Vision and Life
- Uniforms
- Continuing Education Courses
- Cell phones
- iPads/Laptops
- OSHA Required Safety Equipment
- Code and Reference Books
- Building Guides

B. Services

We are committed to providing the City with Building Official, Plan Review and Inspection Services. The following explains in further detail our approach to delivering each service and task.

Building Official

Scott Davis, an experienced Building Official, will oversee compliance with State plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility and building codes, as well as health, safety and welfare statutes, Unsafe Building Abatement Code, Federal Emergency Management Contractor and all ordinances. Additionally, he will administrate all plan review, inspections and enforcement. Services will be coordinated with responsible local, state, and federal agencies, departments and entities. **Philip Sutherland** and **Raymond Schaub**, also experienced and licensed Building Officials, will support Mr. Davis in the event he is not available.

Responsibilities include:

- Assist with the permitting process established by the City
- Coordinate with the Department's Permit Technician
- Serve as technical advisor for the Building Department
- Issue Permits
- Acts as the liaison to the construction industry, State, contractors and the general public
- Review State Statutes affecting construction and determine impact on the City
- Review, research and make recommendations

for approval of adoption of departmental policies.

Plan Review

Available staff: Scott Davis, Philip Sutherland, and Raymond Schaub

Plan review will be conducted at the City's building department. Staff will review all plans, ensuring they meet the protocol established by the Florida Building Code, National Electric Code, the Building Official in addition to the adopted codes, local amendments and Florida Statute 468.603. Plan review will include building, roofing, plumbing, mechanical, electrical, gas, fire prevention, energy, and accessibility categories for single and multi-family residence, commercial, office and industrial projects.



We will be a resource to applicants on submittal requirements and be available to them throughout the process. We will work with other departments on the concurrent review process and be available for pre-submittal meetings. We are also a resource for other members of the team and will provide support as questions arise in the field from Inspectors.

B. Services (cont'd)

Highlighted responsibilities include:

- Determination of type of construction, use, and occupancy classification and review of plans to determine compliance with applicable codes and ordinances using a state approved Plans Examiner
- Review of plans will result in recommendation of approval, approval with modifications, or denial of the plans with clear and specific written findings and observations that support the recommendations. Reviewers will upload information utilizing Click2Gov permit system.
- Meet or exceed agreed upon plan review turnaround times and return a set of finalized plans and all supporting documentation
- Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete
- Walk-thru plans review services may be provided during designated times for minor permits.

Inspections

Available staff: Scott Davis, Philip Sutherland, Raymond Schaub and Luis Colon

Our inspection staff recognizes that an educational, informative approach is the most effective way to improve the customer's experience. Staff will provide on-site consultations to citizens and contractors as part of their responsibility. Staff will perform building, mechanical (HVAC), plumbing, structural and electrical inspections of construction, alteration, repair, remodeling, or demolition of structures.

Responsibilities include:

- Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- Complete field inspections within twenty-four (24) hours of request
- Enter results of inspections into Click2Gov
- Provide clear, specific and definite written final recommendations and observations regarding each inspection completed
- Discuss inspection results with site personnel



- Investigate alleged complaints received at the City and provide written report of inspection and investigation using City inspection forms.
- Staff can conduct change of occupancy inspections as well as investigate complaints, hazardous building inspections and assist with prosecution of building code and hazardous building violations. Staff will provide practical alternatives to bring buildings into compliance and clarify the intent of codes and ordinances.
- Speak with contractors, architects, engineers and citizens about construction projects, code questions and all other related concerns.



C. Response Time

Implementation Schedule

Implementation will begin with the approval of the City Commission to finalize an agreement and determine a start date. We are available to begin work immediately upon execution of the contract.

During the transition period, it is important that customer service is not compromised. The proposed transition plan will achieve those goals, as we have a complete understanding of the processes involved.

Immediately upon award of contract:

- The designated staff will begin the transition process with the existing staff. Staff will familiarize themselves with the preferred processing methods.
- Project Manager and Field Supervisor will evaluate the workload to determine staffing needs to meet the expected services.
- Project Manager and/or the Building Official will work with the City in establishing services the City may need to ensure the Building Department operates as efficiently and customer-service oriented as possible. For example, we can assist the City in implementing a fee schedule that will be most beneficial to the City and its residents.
- Agreed upon office hours will be determined to provide availability to the public and for meetings with various City entities.

- Staff will work with the existing Building Department staff in completing all in-process plans review and inspections.

The transition period should be completed within two (2) weeks or less. As a result of our experience in assisting cities and counties with the transition and establishment of Building Department Services, the transition should be a smooth and uneventful process.

We can assure the City that the Building Department will be sufficiently staffed with a well-qualified team who will meet the needs of the City.

Plan Review Turnaround

Staff will complete the review of residential and non-residential plans within the City's pre-determined turnaround time. The graphs below represent turnaround times that other City's have elected.

Type of Job	First Check	Re-Check
Residential		
New	5 working days	5 working days
Addition	3 working days	3 working days
Remodel	3 working days	3 working days

Type of Job	First Check	Re-Check
Non-Residential		
New	10 working days	5 working days
Addition	7 working days	5 working days
Remodel	5 working days	5 working days



D. Innovative Concepts

Project Supervision & Quality Control

We pride ourselves in meeting the needs of our clients by maintaining a high level of quality control. We hire experienced staff with all required certifications and licenses. Their skills are maintained and augmented through industry training programs, and inspections are periodically peer-reviewed with supervisors to resolve ambiguities, or to address client concerns.

To ensure quality, we use a Quality Assurance and Quality Control (QA/QC) program where our Chief Project Manager performs random quality inspection evaluations of our staff throughout the year. She also performs a ride-along with staff as a mentoring and training exercise.

Other examples of our QA/QC activities include:

- Usage of standardized processes for scheduling, completion of returned work, reports, and other items to ensure consistency and satisfaction of client experience for work conducted.
- Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- Staff feedback as necessary for any discrepancies and/or improvements needed.
- Staff receive training to grow professionally and improve skill sets
- Staff are paid to attend training opportunities
- Staff attends a minimum of 16 hours per year of continuous education courses
- Period building plan peer review

- Inspection staff receive periodic peer reviews and “ride-alongs” to ensure consistency and satisfaction of client experience for work performed
- Project Manager conducts periodic check-ins with clients to receive feedback regarding satisfaction with work performed and services provided.
- We use both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services

Additional Services - Remote Plan Review

We have the ability to provide remote plan review services. The process is simple, increases efficiency, and reduces cost.

- Plans are emailed to our office (via FTP Site, Dropbox, or ProjectDox)
- Plans are reviewed by in-house reviewers certified in each trade
- Comments are issued upon completion of review and can be reviewed through our web based system
- Building Official reviews the comments and decides which comments to enforce based on the City’s ordinances and regulations
- Any additional follow-up reviews can be completed by the Building Official



E. Current and Project Workload

We do not have ongoing projects in the City of Casselberry that would hinder or affect our capacity to assist the City. We will strive to maintain an exceptional level of customer service and exceed the City's expectations.

We are currently contracted with one neighboring city and the University of Central Florida (UCF). UCF is being provided with one full time permit technician and two part-time multi-certified Inspector and Plan Examiners. We maintain a minimum of two Plan Reviewers and Inspectors per discipline to ensure coverage is available in the event a city requires additional support.





City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "I"
Price Proposal Form

RFP-2020-0579 Building Official Services		
Building Official Services (Per Hour)	Standard Rate	Overtime Rate, 4-hr minimum*
Licensed Building Official - On Site for Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Building Inspector	\$120.00	\$180.00
Additional Items**		Standard Rate
Vehicle and Fuel Usage		\$0.00
Phone and Applicable Service Charges		\$0.00
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)		\$0.00
Fees for Continuing Education for Licenses and Certifications		\$0.00
Required Insurance Coverage, Benefits and Personnel Expenses		\$0.00
Travel - If travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate		
*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hour minimum		
**With the exception of Travel, items are included in the standard Licensed Building Official rate		

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Casselberry Procurement Division for the price(s) as set forth herein in the Price Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: **M.T. Causley, LLC - A SAFEbuilt Company**

Mailing Address: **18001 Gulf Blvd, Redington Shores, FL 33708**

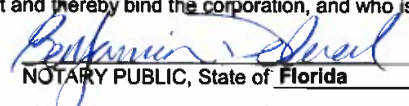
Telephone Number: **727.202.6825** Fax Number: **727.258.4986** E-mail Address: **mtc@mtcinspectors.com**


Authorized Signature **Michael T. Causley** FEIN: **65-0782808**
Printed Name

President
Title **January 10, 2020**
Date

STATE OF **Florida**
COUNTY OF **Miami-Dade**

The foregoing instrument was executed before me this **10** day of **January**, 2020, by **Michael T. Causley** as **President** of **M.T. Causley, LLC - A SAFEbuilt Company**, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.


NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal



BENJAMIN ALAN DELVAL
Commission # GG 166683
Expires December 10, 2021
Bonded Thru Budget Notary Services



Attachment "A"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Each occurrence	\$1,000,000.00
b) Aggregate	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Worker's Compensation	\$1,000,000.00

Worker's Compensation: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Casselberry" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Procurement Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

City of Casselberry
c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF CASSELBERRY, PROCUREMENT DIVISION, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Casselberry. The liability policies shall be Primary/Non-Contributory.


AUTHORIZED SIGNATURE

Michael T. Causley

Typed Name of AUTHORIZED SIGNATORY

President

Title

The foregoing instrument was executed before me this 10th day of January, 2020, by Michael T. Causley as President of M.T. Causley, LLC - A SAFEbuilt Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.



BENJAMIN ALAIN DELVAL
Commission # GG 186683
Expires December 10, 2021
Bonded Thru Budget Notary Services

NOTARY PUBLIC
STATE OF Florida

MY COMMISSION EXPIRES: 12/10/21

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE ACKNOWLEDGE, SIGN AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601		CONTACT NAME: PHONE (A/C, No, Ext): 312-856-9400 FAX (A/C, No): 312-856-9425 E-MAIL ADDRESS: ckost@rbninsurance.com		
INSURED M.T. Causley, LLC 866 Ponce De Leon Blvd, 2nd Floor Coral Gables FL 33134 SAFELLC-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hartford Fire Insurance Co.		19682
		INSURER B : Hartford Casualty Insurance Co		29424
		INSURER C : Navigators Insurance Company		42307
		INSURER D : Twin City Fire Insurance Co.		29459
		INSURER E : Great American E&S Ins. Co.		37532
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 1074309952**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			83UENZV3951	10/3/2019	10/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			83UENPY9100	10/3/2019	10/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CH19EXC885600IV	10/3/2019	10/3/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N ☐ A		83WECE0623	5/12/2019	5/12/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			TER285-99-95	10/3/2019	10/3/2020	Each Claim/Aggregate 9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Casselberry
c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry FL 32707

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: SAFELLC-01

LNORTZ

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY RBN Insurance Services		NAMED INSURED M. T. Causley, LLC 97 NE 15th Street Homestead, FL 33030	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

If required by a written contract, the following forms apply on a blanket basis.

General Liability:

Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:

WC 00 03 13 Waiver Of Our Right to Recover from Others

Attachment "B"
Conflict of Interest and Non-Collusion Statement

- A. This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2020-0579 titled Building Official Services.

This sworn statement is submitted by M.T. Causley, LLC - A SAFEbuilt Company whose business address is
18001 Gulf Blvd, Redington Shores, FL 33708 [Name of entity submitting sworn statement]
and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-0782808 of the individual signing this sworn statement:
_____.

My name is Michael T. Causley and my relationship to the above entity is President.
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # 2020-0579 for
Building Official Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Casselberry government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Conflict of Interest and Non-Collusion Statement**, is truthful and correct at the time of submission.



AUTHORIZED SIGNATURE

Michael T. Causley

Typed Name of AUTHORIZED SIGNATORY

President

Title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 10th day of January, 2020, by Michael T. Causley as President of M.T. Causley, LLC - A SAFEbuilt Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.



BENJAMIN ALAIN DELVAL
Commission # GG 166683
Expires December 10, 2021
Bonded Thru Budget Notary Services



NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
⚡ Failure to submit this form may be grounds for disqualification of your submittal ⚡

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. <u>Not applicable</u>	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the **Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727-202-6825 Fax Number: 727-258-4986 E-mail Address: mtc@mtcinspectors.com



Authorized Signature

President

Title

Michael T. Causley

Printed Name
January 10, 2020

Date

FEIN: 65-0782808

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "D"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the response.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Drug-Free Workplace Certification**, is truthful and correct at the time of submission.



AUTHORIZED SIGNATURE
Michael T. Causley

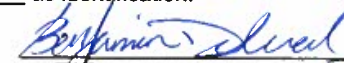
Typed Name of AUTHORIZED SIGNATORY

President

Title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 10th day of January, 2020, by Michael T. Causley as President of M.T. Causley, LLC - A SAFEbuilt Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.



NOTARY PUBLIC, State of Florida
PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)



Attachment "E"
Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation.

Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

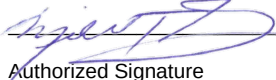
TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation		Florida			
Principal Place of Business (Enter Address)		18001 Gulf Blvd, Redington Shores, FL 33708			
Federal I.D. Number		65-0782808			

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com



Authorized Signature

Michael T. Causley

Printed Name

FEIN: 65-0782808

President

Title

January 10, 2020

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

ESGIL, LLC
FLORIDA MUNICIPAL SERVICES, LLC
INDEPENDENT INSPECTIONS, LLC
M. T. CAUSLEY, LLC
MTCI PRIVATE PROVIDER SERVICES, LLC
MUNICIPAL BUILDING INSPECTION SOLUTIONS, LLC
SAFEBUILT ARIZONA, LLC
SAFEBUILT CAROLINAS, LLC
SAFEBUILT COLORADO, LLC
SAFEBUILT FLORIDA, LLC
SAFEBUILT GEORGIA, LLC
SAFEBUILT ILLINOIS, LLC
SAFEBUILT LOUISIANA, LLC
SAFEBUILT MICHIGAN, LLC
SAFEBUILT NEW MEXICO, LLC
SAFEBUILT OHIO, LLC
SAFEBUILT OREGON, LLC
SAFEBUILT TEXAS, LLC
SAFEBUILT WASHINGTON, LLC
SAFEBUILT WISCONSIN, LLC

Omnibus Written Consent of the Sole Member Without a Meeting

Pursuant to:

- (a) Section 5(b) of the Operating Agreement of Esgil, LLC, a California limited liability company ("*Esgil*");
- (b) Section 5(b) of the Amended and Restated Operating Agreement of Florida Municipal Services, LLC, a Florida limited liability company ("*FMS*"), and Section 605.04073 of the Florida Revised Limited Liability Company Act (the "*Florida Act*");
- (c) Section 5(b) of the Operating Agreement of Independent Inspections, LLC, a Wisconsin limited liability company ("*II*");
- (d) Section 5(b) of the Amended and Restated Operating Agreement of M.T. Causley, LLC, a Florida limited liability company ("*MTC*"), and Section 605.04073 of the Florida Act;
- (e) Section 5(b) of the Amended and Restated Operating Agreement of MTCI Private Provider Services, LLC, a Florida limited liability company ("*MTCI*"), and Section 605.04073 of the Florida Act;
- (f) Section 5.8 of the Operating Agreement of Municipal Building Inspection Solutions, LLC, an Ohio limited liability company ("*MBIS*");
- (g) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Arizona, LLC, a Delaware limited liability company ("*SAZ*"), and Section 18-302(d) of the Delaware Act;

(h) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Carolinas, LLC, a Delaware limited liability company (“**SCS**”), and Section 18-302(d) of the Delaware Act;

(i) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Colorado, LLC, a Colorado limited liability company (“**SCO**”);

(j) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Florida, LLC, a Delaware limited liability company (“**SFL**”), and Section 18-302(d) of the Delaware Act;

(k) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Georgia, LLC, a Georgia limited liability company (“**SGA**”), and Section 14-11-309(1) of the Georgia Limited Liability Company Act;

(l) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Illinois, LLC, an Illinois limited liability company (“**SIL**”);

(m) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Louisiana, LLC, a Delaware limited liability company (“**SLA**”), and Section 18-302(d) of the Delaware Act;

(n) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Michigan, LLC, a Delaware limited liability company (“**SMI**”), and Section 18-302(d) of the Delaware Act;

(o) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt New Mexico, LLC, a New Mexico limited liability company (“**SNM**”);

(p) Section 5(b) of the Operating Agreement of SAFEbuilt Ohio, LLC, an Ohio limited liability company (“**SOH**”);

(q) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Oregon, LLC, a Delaware limited liability company (“**SOR**”), and Section 18-302(d) of the Delaware Act;

(r) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Texas, LLC, a Delaware limited liability company (“**STX**”), and Section 18-302(d) of the Delaware Act;

(s) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Washington, LLC, a Delaware limited liability company (“**SWA**”), and Section 18-302(d) of the Delaware Act; and

(t) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Wisconsin, LLC, a Delaware limited liability company (together with Esgil, FMS, II, MTC, MTCI, MBIS, SAZ, SCS, SCO, SFL, SGA, SIL, SLA, SMI, SNM, SOH, SOR, STX, and SWA, the “**Companies**”), and Section 18-302(d) of the Delaware Act;

the undersigned, being the sole member (the “**Member**”) of each of the Companies, hereby consents in writing by this Omnibus Written Consent of the Sole Member Without a Meeting (this “**Consent**”) to the adoption of the following resolutions:

Appointment of Manager

RESOLVED, that, effective October 31, 2018, David Bao is hereby duly appointed as a manager of each of the Companies, to serve until his respective successor is appointed or until the earlier of his resignation, removal or death;

FURTHER RESOLVED, that the current managers of each of FMS, MTC and MTCI are as follows:

Michael Eblin (Chairman)
David Bao
Michael Causley
Michael C. McCurdie
Bradley J. Mundt
Loren J. Schlachet
William White

FURTHER RESOLVED, that the current managers of each of the Companies other than FMS, MTC and MTCI are as follows:

Michael Eblin (Chairman)
David Bao
Michael C. McCurdie
Bradley J. Mundt
Loren J. Schlachet
William White

General

RESOLVED, that any actions previously taken or caused to be taken by any of the officers of each of the Companies (the “***Authorized Officers***”) in connection with any of the matters contemplated by the foregoing resolutions are hereby acknowledged to be duly authorized acts performed on behalf of each of the Companies and are hereby ratified, confirmed and adopted as such; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered, in the name and on behalf of each of the Companies, to execute and deliver such additional agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval.

[Signature Page Follows]

Delivery of an executed signature page to this Consent by facsimile or other electronic transmission (including documents in Adobe PDF format) will be as effective as delivery of a manually executed counterpart to this Consent. This Consent shall be effective as of the date written above when executed by the Member in the place designated for signature below.

Upon execution of this Consent, the undersigned hereby directs that this Consent be filed in the Companies' minute books.

Dated: October 31, 2018

SAFEBUILT, LLC



By: _____
Name: Loren J. Schlachet
Title: Vice President

☒ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP-2020-0579	
Title: Building Official Services		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID	Address Phone, Fax, Email		Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
(MBE) AA	African American	(MBE) NA	Native American
(MBE) A	Asian/Pacific Islander	WBE	Woman-Owned Business Enterprise
(MBE) H	Hispanic	VBE	Veteran-Owned Business Enterprise

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com

Authorized Signature

Michael T. Causley
Printed Name

65-0782808
FEIN Number

President _____

Title _____

January 10, 2020

Date

Page 68

Attachment "H"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name: M.T. Causley - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com

	<u>Michael T. Causley</u>	<u>FEIN: 65-0782808</u>
Authorized Signatory	Printed Name	
<u>President</u>	<u>January 10, 2020</u>	
Title	Date	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE (when applicable)
☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP-2020-0579, titled Building Official Services by M.T. Causley, LLC - A SAFEbuilt Company whose business address [Name of entity submitting sworn Statement] is 18001 Gulf Blvd, Redington Shores, FL 33708 and its Federal Employer Identification Number (FEIN) is 65-0782808. My name is Michael T. Causley and my [Please print name of individual signing] relationship to the above is President.

A. **NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, 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 either directly or indirectly an officer or employee of any state or federal 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-L "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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure."

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



AUTHORIZED SIGNATORY
President

Title


Witness Signature

Michael T. Causley

Typed Name of AUTHORIZED SIGNATORY
January 10th, 2020

Date
Suhail Andarcio

Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

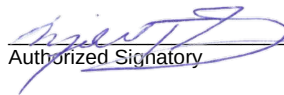
The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Casselberry. The Proposer 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. This certification is a material representation of fact relied upon by the City of Casselberry. 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 City of Casselberry, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The 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 Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com


Authorized Signatory

Michael T. Causley
Printed Name

FEIN: 65-0782808 DUNS: 06-836-9128

President
Title

January 10th, 2020
Date

CAGE Code: N/A
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

**Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses
Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Casselberry for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Casselberry, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

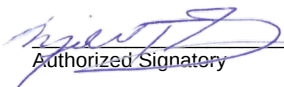
On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com



Authorized Signatory

Michael T. Causley

Printed Name

FEIN: 65-0782808 DUNS: 06-836-9128

President

Title

January 10, 2020

Date

CAGE Code: N/A
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER
COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: M.T. Causley, LLC - A SAFEbuilt Company

By: Michael T. Causley

Date: January 10, 2020

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

❖Failure to submit this form may be grounds for disqualification of your submittal❖

State of Florida

Department of State

I certify from the records of this office that M. T. CAUSLEY, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 5, 2016, effective August 29, 1997.

The document number of this limited liability company is L16000085702.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on February 21, 2019, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of February,
2019*



Randy H. ...
Secretary of State

Tracking Number: 8754383066CC

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

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

State of Florida

Department of State

I certify from the records of this office that M. T. CAUSLEY, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 5, 2016, effective August 29, 1997.

The document number of this limited liability company is L16000085702.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on February 15, 2018, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of February,
2018*



Ken Datzner
Secretary of State

Tracking Number: CC6709066339

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

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

State of Florida

Department of State

I certify from the records of this office that M. T. CAUSLEY, INC. is a corporation organized under the laws of the State of Florida, filed on August 29, 1997.

The document number of this corporation is P97000075597.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 4, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of March, 2016*



Ken DeFuria
Secretary of State

Tracking Number: CC7837503272

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

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

Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
(727) 397-5538

BUSINESS TAX RECEIPT

Renewal

License Number: 1018

Business Name, Owner's Name & Mailing Address

FLORIDA MUNICIPAL SERVICES, INC.

MICHAEL T. CAUSLEY

97 NE 15TH ST.

HOMESTEAD, FL 33030

Owner's Name & Business Address

FLORIDA MUNICIPAL SERVICES, INC.

18001 GULF BLVD.

REDINGTON SHORES, FL 33708

The above named Person, Firm or Corporation is Licensed to engage in the following Business Activities:

Code	Description	
GS	GENERAL SERVICES	\$34.65
Previous Balance:		\$0.00
Penalty:		\$0.00
Total Due:		\$34.65

For Period Beginning: 10/01/2019 And Ending: 9/30/2020

THIS RECEIPT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY TOWN LAW OR ORDINANCE AND IS NOT AN ENDORSEMENT OF COMPETENCE OR BUSINESS PRACTICE. ANY CHANGE IN LOCATION OR OWNERSHIP MUST BE APPROVED BY THE TOWN, SUBJECT TO ZONING RESTRICTIONS.

PAYMENT IS DUE UPON RECEIPT OF THIS NOTICE. A DELINQUENT PENALTY OF 10% WILL BE IMPOSED ON OCTOBER 1ST. A DELINQUENT PENALTY WILL CONTINUE TO BE IMPOSED ON UNPAID BALANCES NOT TO EXCEED 25%.

Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
(727) 397-5538

BUSINESS TAX RECEIPT

License Number: 1018

Business Name, Owner's Name & Mailing Address

FLORIDA MUNICIPAL SERVICES, INC.
MICHAEL T. CAUSLEY
97 NE 15TH ST.
HOMESTEAD, FL 33030

Owner's Name & Business Address

FLORIDA MUNICIPAL SERVICES, INC.
18001 GULF BLVD.
REDINGTON SHORES, FL 33708

The above named Person, Firm or Corporation is Licensed to engage in the following Business Activities:

Code	Description	
GS	GENERAL SERVICES	\$34.65

Previous Balance: \$0.00

Penalty: \$0.00

Total Due: \$0.00

For Period Beginning: 10/01/2018 And Ending: 9/30/2019

THIS RECEIPT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY TOWN LAW OR ORDINANCE AND IS NOT AN ENDORSEMENT OF COMPETENCE OR BUSINESS PRACTICE. ANY CHANGE IN LOCATION OR OWNERSHIP MUST BE APPROVED BY THE TOWN, SUBJECT TO ZONING RESTRICTIONS.

PAYMENT IS DUE UPON RECEIPT OF THIS NOTICE. A DELINQUENT PENALTY OF 10% WILL BE IMPOSED ON OCTOBER 1ST. A DELINQUENT PENALTY WILL CONTINUE TO BE IMPOSED ON UNPAID BALANCES NOT TO EXCEED 25%.

Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
(727) 397-5538

BUSINESS TAX RECEIPT

License Number: 1018

Business Name, Owner's Name & Mailing Address
FLORIDA MUNICIPAL SERVICES, INC.
MICHAEL T. CAUSLEY
97 NE 15TH ST.
HOMESTEAD, FL 33030

Owner's Name & Business Address
FLORIDA MUNICIPAL SERVICES, INC.
18001 GULF BLVD.
REDINGTON SHORES, FL 33708

The above named Person, Firm or Corporation is Licensed to engage in the following Business Activities:

Code	Description	
GS	GENERAL SERVICES	\$34.65

Previous Balance: \$0.00

Penalty: \$0.00

Total Due: \$34.65

For Period Beginning: 10/01/2017 And Ending: 9/30/2018

THIS RECEIPT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY TOWN LAW OR ORDINANCE AND IS NOT AN ENDORSEMENT OF COMPETENCE OR BUSINESS PRACTICE. ANY CHANGE IN LOCATION OR OWNERSHIP MUST BE APPROVED BY THE TOWN, SUBJECT TO ZONING RESTRICTIONS.

PAYMENT IS DUE UPON RECEIPT OF THIS NOTICE. A DELINQUENT PENALTY OF 10% WILL BE IMPOSED ON OCTOBER 1ST. A DELINQUENT PENALTY WILL CONTINUE TO BE IMPOSED ON UNPAID BALANCES NOT TO EXCEED 25%.

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. M.T. Causley, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 866 Ponce de Leon Blvd	Requester's name and address (optional)
	6 City, state, and ZIP code Coral Gables, FL 33134	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number <table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table> or Employer identification number <table border="1"><tr><td>6</td><td>5</td><td>-</td><td>0</td><td>7</td><td>8</td><td>2</td><td>8</td><td>0</td><td>8</td></tr></table>					-			-					6	5	-	0	7	8	2	8	0	8
				-			-																
6	5	-	0	7	8	2	8	0	8														

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► January 7, 2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

Search

[Events](#) **No Name History**

Detail by Entity Name

Florida Limited Liability Company
M. T. CAUSLEY, LLC

Filing Information

Document Number	L16000085702
FEI/EIN Number	65-0782808
Date Filed	05/05/2016
Effective Date	08/29/1997
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	05/17/2016
Event Effective Date	NONE

Principal Address

3755 Precison Drive
SUITE 140
LOVELAND, CO 80538

Changed: 04/17/2017

Mailing Address

3755 Precison Drive
SUITE 140
LOVELAND, CO 80538

Changed: 04/17/2017

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/17/2016

Address Changed: 05/17/2016

Authorized Person(s) Detail

Name & Address

Title Manager

CAUSLEY, MICHAEL T.
3755 Precision Drive
SUITE 140
LOVELAND, CO 80538

Annual Reports

Report Year	Filed Date
2017	04/17/2017
2018	02/15/2018
2019	02/21/2019

Document Images

02/21/2019 -- ANNUAL REPORT	View image in PDF format
02/15/2018 -- ANNUAL REPORT	View image in PDF format
04/17/2017 -- ANNUAL REPORT	View image in PDF format
05/17/2016 -- CORLCRACHG	View image in PDF format
05/05/2016 -- Florida Limited Liability	View image in PDF format

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Entity Name Search

Search

[Events](#) **No Name History**

AGENDA ITEM REPORT



To: Town Commission
Subject: Placeholder for CIP from Special
Meeting: 03 27 2024 DRAFT WORKSHOP COMMISSION MEETING - Mar 27 2024
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

AGENDA ITEM REPORT



To: Town Commission
Subject: Revised Agenda Cover Sheet
Meeting:
Department:
Staff Contact: Ashira Mohammed, Mayor

RECOMMENDATION:

To update, standardize, and clarify Agenda items.

ATTACHMENTS:

[agenda memo REVISED 03 22 24](#)

	Status:
Christian Noel, Accounts Payable	Pending
Jacobs Horowitz, Interim Town Attorney	None
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None



Agenda Request

Subject:	
Meeting Date:	
Prepared For:	☐ Town Commission ☐ Town Attorney ☐ Town Manager / Staff
Staff Contact:	Name & Title:
Dept/Group:	Name & Title:
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Financial Implications:	
Alternatives:	



AGENDA ITEM REPORT



To: Town Commission
Subject: Human Resources Consulting Services 24-02
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Mar 27 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Town recently re-bid the HR RFP for Police and Town Employees. Only 1 company responded

FINANCIAL IMPACT:

Cost Year 1 \$105,000.00

RECOMMENDATION:

To award bid to hire HR Consultant Services

ALTERNATIVES:

hire or re-bid

AGENDA ITEM REPORT



To: Town Commission
Subject: Abatement - Brand Lighting Corp
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Mar 27 2024
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

There was a fire at Wet Seal next door to Brand Lighting Company, 2930 SW 30th Ave., Hallandale Beach, FL 33009 on November 29, 2022. Due to the fire damage the landlord had to evacuate tenants from the property and only recently allowed some tenants to returned to the location.

RECOMMENDATION:

To rescind 2023 licensing fee & penalties of 449.00

AGENDA ITEM REPORT



To: Town Commission
Subject: Discussion - Infrastructure
Meeting: 03 27 2024 DRAFT WORKSHOP COMMISSION MEETING - Mar 27 2024
Department:
Staff Contact: Geoffrey Jacobs, Commissioner

Aleem Ghany, Public Services Director	Status: Pending
Marlen Martell, Town Clerk	Pending

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February 22, 2024

Aleem Ghany, Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023

Via email to aghany@tppfl.gov

**Re: Town Of Pembroke Park Investigation Regarding June 11, 2023, Letter of
Complaint By Police Officers**

Background

On June 12, 2023, a group of six police officers (Complainants) made an unscheduled visit to Town of Pembroke Park Manager J.C. Jimenez and Town Human Resources Director Babette Friedman. They presented an unsigned letter titled "Town Memo – June 11, 2023" (hereinafter the "Complaint") expressing concerns about Town leadership and the alleged conduct of other officers in the Town Police Department. The officers denied that they had prepared the Complaint and stated that they were given the Complaint and were simply bringing it forward. They discussed their concerns with Town Manager Jimenez and HR Director Friedman for about 20 minutes.

Within a day or two, Brian Dodge, President of the Pembroke Park Fraternal Order of Police Lodge 194, released a letter in response to inquiries he received, stating that the meeting of the six officers with Town officials on June 12, 2023, was not a sanctioned FOP meeting but instead solely expressed the views of the individual officers present. The letter further stated that the Complaint did not necessarily represent the views of all members of FOP Lodge 194 and that the lodge had not taken any "no confidence" vote regarding Town or Police Department leadership.

Allegations of the Complaint

The Complaint expressed several opinions, positions, questions, and some accusations. The issues and concerns raised in the Complaint included the following, quoted verbatim from the last ten of eleven unnumbered paragraphs of the Complaint. For ease of reference, each paragraph will be numbered for the purpose of this report. Paragraph one is the introduction and as it contains no allegations it will not be quoted here.

- ¶ 2 On May 10, 2023, the HR Director Friedman and Town Manager JC Jimenez suggested, after the [Town Commission voted to terminate Police Chief] David Howard, the Police Department be run under Co-Chiefs. We would like to know the reasons for this, as this is unheard of within any agency. This has caused dissension, tension and fear-mongering. We are committed to this agency and this community and love our Department.
- ¶ 3 The Town Manager JC Jimenez and the HR Director Friedman are contributing to [the dissention] because they have not been taking any action to rectify the issues that they are aware of. We know they have been listening to these lies and rumors and have not spoken to any other member of the agency. There are rumors you will retaliate against people for speaking out and coming forward and retaliate against Major Dabney-Donovan.
- ¶ 4 There have been numerous lies that have been spread about Major Ra Shana Dabney-Donovan that have defamed her character. We collectively support Major Dabney-Donovan.
- ¶ 5 Employee Handbook page 50 speaks about how employees are expected to refrain from repeating rumors and from creating dissension within the organization. There is a high ranking employee within our department that is violating this policy. This is against your policy and basic morals.
- ¶ 6 Lieutenant Wade Douty, along with Officer Frank/Officer Goldberg and Officer Schaeffer are causing the dissension along racial and sexist lines within the Department.
- ¶ 7 There have been several scheduled ride alongs with high ranking officials from the Town of Pembroke Park. These ride alongs have shown blatant favoritism and other members of the department have felt singled out. The ride a longs (*sic*) are taking place in unmarked vehicles and wearing tactical gear which is clearly against department policy.
- ¶ 8 Officers of the Pembroke Park Police Department feel the Town Manager JC Jimenez and HR Director Friedman are not keeping their employment promises. According to the Sun Sentinel news article, the Sheriff of Broward County stated that the Town of Pembroke Park is attempting to go back to the Sheriff's Office for their police services. We have officers that have left other departments as well as other jobs to join the Pembroke Park Police Department with the intention that they would have safe and secure jobs.
- ¶ 9 Also, we have misguided leadership and ineffective communication and morals are being disregarded. Therefore, we would like a vote of no confidence for Lt. Wade Douty. The few officers that have been constantly in the Town Manager

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and HR Director's office are too busy plotting and are not concerned with their duties of protecting and serving the community.

¶ 10 We also hear rumors of other Town Directors being part of contributing to the dissension, especially the IT Director, who we are afraid is looking into our emails and have tapped our Town phones.

¶ 11 Lastly it was stated that if police officers are seen talking to Commissioner Geoffrey Jacobs they will be fired. However, one of our own, Lt. Douty, was seen talking to him. This reflects he can do as he pleases. Our officers are in constant fear of retaliation stemming from the lies being told to the Town Manager and HR Director by other disgruntled employees that are seeking power and control.

The Complaint primarily contains rumors and unspecified accusations against Town officials and individuals within the police department and raises concerns regarding the future of the police department and its leadership. However, only some of the allegations in the Complaint potentially involve Town policies. For completeness, I have analyzed every paragraph, noting that some do not implicate any Town policy and identifying applicable Town policies when raised or potentially at issue in the allegations.

Complainants and Respondents

Complainants

Although the Complaint was unsigned, HR Director Friedman identified the six officers who met with Town Manager Jimenez and her as the following:

Dwaymon Cason (black male)
Eugene Mobley (black male)
Eva Rimmer (black female)
Jose Velazquez (Hispanic male)
Horace Vickers (black male)
Tracey Wade (black male)

These individuals were deemed to be the Complainants in the matter.

Respondents

The Complaint identified in the following police officers as responsible parties:

Wade Douty (white male)
Bradley Frank (white male)
Josh Goldberg (white male)
Brian Schaeffer (white male)

The Complaint also identified Town Manager Jimenez and HR Director Friedman as responsible parties, although largely as being influenced by other officers, including the four mentioned above.

The Complaint made a passing reference to rumors about directors of the Town, including the IT Director, but did not identify anyone by name and contained no supported allegations.

Relevant Documents

1. Town of Pembroke Park Employee Handbook (December 2021 ed.)

A. Equal Employment Opportunity (EEO) Policy

The Town's Employee Handbook ("Handbook") includes a policy affirming the Town's commitment to non-discrimination:

The Town of Pembroke Park is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training.

The Town shall not discriminate against any employee or job applicant and prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, sexual gender identity, age, religion, national origin, marital or veteran status, height, weight, disability, political affiliation, or other protected classes.

Handbook at 3.

The Handbook also confirms the Town's commitment to comply with state and federal equal employment opportunity laws, including Title VII of The Civil Rights Act Of 1964, the Pregnancy Discrimination Act, the Equal Pay Act, among others. Id.

B. Personal Conduct Policy

The Handbook contains a Personal Conduct Policy which is largely advisory and normative. Two relevant provisions are the following:

Town employees are frequently called upon to express opinions and to provide information concerning the Town government, its operations and its policies. Expressions of opinions should be carefully weighed in the light of their probable affect (*sic*) and should be based upon facts within the knowledge of the employee. A Town employee is not deprived of the

rights of citizenship which affords the right of free speech. He should be keenly aware of responsibilities and privileges as an employee of the Town and understand that personal opinions shall often be interpreted by others as representing the official opinion of the Town.

* * * * *

Employees are expected to refrain from repeating rumors and from creating dissension within the organization.

Handbook at page 50. The latter provision is the one referenced in the Complaint.

C. Town-Provided Electronic Devices Policy

The Handbook contains an extensive set of policies on use of Town or personally owned technology. These include an Acceptable Use Policy regarding Town-provided electronic resources. This policy includes the following provision:

USER MONITORING AND PRIVACY

Users acknowledge that they have no expectation of privacy regarding their activity on TPP IT Resources.

All TPP IT Resources are always subject to monitoring and auditing. Users should expect that electronic communication may be accessed by authorized supervisors, local system administrators, Information Security, Legal and Human Resources with or without the permission of the employee. However, no other users may monitor or access IT Resources of another user without the express approval of the Chief Information Officer and Chief Human Resources Office.

Handbook at page 59.

D. Town Social Media Policy

The Town also has social media policies, including one for Town employees who use social media for personal purposes. It includes the following requirements, among others:

- Use a disclaimer such as: "The postings on this site are of my own and don't reflect or represent the opinions of the Town of Pembroke Park, for which I work."
- Always write in the first person and please consider that even anonymous postings on blogs/social media accounts can be traced.
- When participating in online communities, the employee should not misrepresent himself or any roll (*sic*) he/she may have within the Town.

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- Think twice before posting. The employee is personally responsible for the content published on blogs, Wikipedia or any other form of user-generated media. Please remember that postings on the internet, even if removed/deleted by a user, are either permanently archived or could be saved as screen shots by other users, meaning that everything an employee publishes could be visible to the world permanently. Prior to publishing any post that could make a viewer uncomfortable, employees should review and reconsider that post. If the employee remains unsure and the post is related to the Town, the employee should speak with the Public Information Officer or Human Resources Department.
- Employees should not post comments on work-related legal matters unless he/she has received written legal approval by the Town to do so.

Handbook at pages 66-67.

2. Town of Pembroke Park Investigation Procedures

The Town has established a written set of procedures for investigations of complaints made about Town employees and officers.

The purpose of this policy is to establish procedures for conducting investigations when a complaint is made about anyone who receives remuneration from the Town. If a complaint is made about a Town employee, it will be investigated internally by Human Resources. If a complaint is made about the Town Manager, Town Attorney, Human Resources Director, or Town Commission, the Town will obtain an outside investigator to investigate the complaint. Depending on the nature of the complaint, investigations of Town employees may also be conducted by an outside investigator.

Town of Pembroke Park, Investigation Procedures (“Procedures”), page 1.

The Procedures specify the individuals who should be interviewed, at a minimum.

At a minimum, the investigation must include interviews of the complainant, the alleged victim, the alleged offender(s), and all individual(s) who have been identified as those with knowledge of the alleged infraction(s). The Town will maintain the confidentiality of the complainant unless disclosure is required by law, by agreement, or is necessary to complete a thorough investigation.

Procedures, page 3.

Town procedures require that all interviews be audio-recorded.

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Procedures, page 3.

Town procedures prohibit any retaliation against individuals for filing a complaint in good faith or participating in an investigation:

The Town has a zero-tolerance policy with regard to retaliation. This applies to everyone, whether a Town employee, Manager, Human Resources Director, Attorney, or Commission member initiates a complaint, or the person is a witness to matters related to a complaint. There will be no retaliation for making a report, for cooperating in the Town's investigation, for giving a statement, or for providing any information related to an investigation or a complaint. Any person who engages in direct or indirect retaliatory conduct will be subject to discipline, up to and including termination from employment. If an individual believes that they are being retaliated against in violation of this policy, the individual must report the retaliation to Human Resources immediately. If someone from Human Resources is retaliating against an individual, the individual must report the retaliation to the Town Manager immediately.

Procedures, pages 1-2.

INVESTIGATION

During the investigation, I sought interviews with each of the individuals identified as Complainants or specifically identified as Respondents. This did not include the IT Director, as this individual was not specifically named, the allegations were purely rumors, and as discussed below, were not violations of any Town policy.

Between the time the Complaint was submitted and the Town decided to refer the case for investigation in August 2023, the four police officers identified as Respondents voluntarily resigned their employment. As a result, none of the Complainants agreed to be interviewed on the record for this investigation. The investigator received no response from Officers Dwaymon Cason and Horace Vickers. Officer Jose Velazquez advised HR Director Friedman he did not wish to participate. Officers Tracey Wade, Eugene Mobley and Eva Rimmer contacted our office but indicated that they did not want to proceed further. Officer Rimmer indicated that her concerns had been addressed.

Likewise, the four respondent former police officers did not participate in an interview. Former officer Joshua Goldberg contacted our office and declined to participate as he was no longer employed with the Town. Former officer Brian Schaeffer declined to participate in an interview but provided a written statement, which is discussed in this report. Former officers Wade Douty and Bradley Frank did not respond to our office.

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I conducted a detailed interview with HR Director Friedman prior to her resignation, and that interview provides the bulk of the factual background of this report. I scheduled an interview with Town Manager Jimenez, but he was not able to attend prior to the effective date of his resignation.

I also reviewed the YouTube video of the May 10, 2023, Town Commission meeting.

I additionally sought to interview Town Police Chief RaShana Dabney-Donovan as a witness to one specific incident. Because Eva Rimmer did not choose to provide an interview in the case, Chief Dabney-Donovan also declined to be interviewed.

SUMMARY OF INTERVIEWS, CORRESPONDENCE AND OTHER REVIEW

On May 10, 2023, the Town Commission voted 4-1 to terminate Police Chief David Howard on the recommendation of Town Manager Jimenez. After that vote, HR Director Friedman, on behalf of the Human Resources Department, recommended appointment of Major RaShana Dabney-Donovan and Lieutenant Wade Douty as co-chiefs on an *interim* basis pending recruitment of a new chief of police. The Town Commission adopted that recommendation by a 5-0 vote.

On June 12, 2023, HR Director Friedman saw a line of six police officers outside the Town Manager's office. They beckoned to her and told her they needed to meet with her and the Town Manager regarding some concerns. All of them had a copy of the Complaint in their hands. She asked them to wait while she checked if the Town Manager was available, since this was not a scheduled meeting. Town Manager Jimenez said he could meet with them and asked Friedman if she knew what the meeting was about and she told him she did not. Manager Jimenez and HR Director Friedman invited the officers into the Town Manager's office where they met.

The meeting ran about 20 minutes. One or two of the officers did most of the talking. The officers said that they did not write the Complaint, but that they were given the document. They said they were just bringing the document forward. Friedman and Jimenez asked for examples, and they all discussed a few of the issues raised in the Complaint.

Friedman noted that while the Complaint was cc'd to the Commissioners, she contacted the Commissioners afterwards and they said they had not received it. Town management also reviewed the security footage from the parking lot and observed that the officers who attended the meeting had the memos with them when they arrived. They stood together and held hands, possibly prayed, before they came into the building.

During my interview with Friedman, she provided the following information as background to the Complaint or regarding what was discussed in the meeting with the six officers regarding some of the allegations. Several of the allegations of the Complaint were not discussed during the meeting and thus will not be discussed in this summary.

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Paragraph 2 of the Complaint: Friedman confirmed that David Howard was the original police chief and that he had been terminated by Commission action on May 10, 2023. After he was discharged, the Town Commissioners made the decision to have co-chiefs. The Complaint states that Friedman and Jimenez recommended it. Friedman and Jimenez have to recommend personal changes to the Commission. Friedman as HR Director made the recommendation to appoint co-chiefs on an interim basis pending a recruitment for a new chief. The Commission adopted the co-chief recommendation by 5-0 vote. There was no discussion at the June 12 meeting, however, about the recommendation to select acting co-chiefs.

Paragraph 3 of the Complaint: The officers said in the June 12, 2023, meeting that the Police Department was very split. However, the officers did not provide any specific details of “lies and rumors” they referred to in the Complaint. They appear to have made assumptions as to what was being discussed by other officers with Town officials.

Friedman noted that there were only 14 officers total at the time, so it was a relatively small department, and there were cliques of officers. When Chief Howard was discharged and the Town selected co-chiefs, the officers “took sides.” The officers said that one side doesn’t talk to the other, which Friedman described as “normal” politics that can happen within police departments.

Friedman said that the 14 officers in the Town Police Department had primarily come from law enforcement agencies in Broward County, like Davie Police Department, Broward County Sheriff’s Office (BCSO), and a few from Miccosukee Tribal Police. The officers were spread out in terms of prior employers. The three from Miccosukee had worked together, but most of the others had not, although they may have known each other from working in the same field in the area.

Paragraph 6 of the Complaint: The officers raised one specific instance of perceived “sexism” or sex discrimination. There was one female officer in the group, Eva Rimmer. She raised an issue about shift scheduling. Officers ordinarily worked twelve-hour shifts. There was a new shift that had recently been established, a 12 p.m. - 10 p.m. shift during the day. Rimmer said she asked about assignment to the shift and was interested in it because it was a 4-day 10-hour schedule, but Town Police Department leadership gave it to a male officer Rimmer claimed was lower on the seniority list. Rimmer felt the decision was based on her gender.

At the time, the Town had the two Co-Chiefs – RaShana Dabney-Donovan, who served as administrative chief, and Wade Douty, the operations chief. Rimmer believed that Douty had made the shift decision because it was more of an operations issue. After the fact, Friedman spoke to Co-Chief Dabney-Donovan, who said that she had made the shift assignment decision, not Douty.

Paragraph 7 of the Complaint: The specific incident that the officers gave as an example of race discrimination was that Friedman and the Town Finance Director, within a week of each other, went on a ride-along with one of the police officers. They rode with the same police officer, Bradley Frank, a white officer. However, Friedman had been invited by Officer

Frank to go on a ride-along if she wanted, and she took the invitation. While Friedman requested Officer Frank due to his invitation, she doesn't think the Finance Director requested him, but that the Finance Director was placed with the officer. The officers at the meeting interpreted that as taking sides – that Friedman and the Finance Director only wanted to ride with certain officers who happened to be white. Friedman explained that there wasn't any ill intent or discrimination involved. She confirmed that she would have been happy to ride along with any officer and in fact intended to ride with a night shift officer as well, but due to being busy with events in the Town didn't have the opportunity.

There were no comments or discussion at the June 12, 2023, meeting about the accusation regarding unmarked cars and tactical gear. Friedman said that during the ride-alongs she and the Finance Director were provided protective vests and had to sign a waiver. Friedman and the Finance Director did not request the vests; the officers provided them when they got to the vehicle. Friedman is not aware of any Department policy prohibiting their wearing of vests.

Other than these two incidents, there was no evidence provided regarding any potential acts of employment discrimination. The remaining concerns expressed were regarding the officers' feelings and perceptions without any specific events or actions being identified.

Paragraph 8 of the Complaint: This was the first time since Chief Howard's termination where officers had come in specifically to raise concerns about job security. Town officials had previously heard that officers were concerned that the Town was going to close the Police Department and go back to contracting with BCSO. Town officials answered that concern at a meeting with the Police Department shortly after Chief Howard's discharge and told them they were not planning to close the department. This Complaint was submitted a short time later. There had been no changes in Town policy regarding the Police Department.

Paragraph 9 of the Complaint: In the June 12 meeting, the officers said that the Town was only getting "one side of the story," but Friedman noted that the Town Manager is very clear about having an open-door policy. After Chief Howard was fired, Town officials met with the Police Department and told every officer "if there is anything we can do better or we're not doing, come to us. You can come to any of the Town Officials and let them know." The Police Officers were supposed to put together a list of concerns or questions, but the Town never received anything prior to the June 12, 2023, meeting. When the Police Officers visited on June 12, 2023, Friedman reminded them of that discussion and pointed out that Town leadership had not received anything before.

Paragraph 10 of the Complaint: Friedman did not recall any specifics being discussed at the June 12, 2023, meeting, but stated that there had previously been discussion or debate about how much access employees were allowed to have on the town phones. A lot of Florida cities and the State have banned TikTok from some government-issued devices over security concerns. Friedman had circulated a social media policy about what couldn't be used. There was some concern among employees about those limits – apps that couldn't be downloaded, they couldn't use the phones with full capabilities and there was concern that "IT had the phones on lockdown." However, at the time, the only thing that was being recorded was the phone's GPS

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location and the Town was archiving text messages as required by public records law. All of the officers' phones were Department-provided.

Paragraph 11 of the Complaint: Friedman stated that there was no policy or directive not to talk to Commissioner Jacobs. Friedman and Jimenez responded to this concern at the June 12, 2023, meeting with the six officers, asking them "who did the Department fire?" because no officers had been fired. She wasn't sure who they were referring to as making any directive, but no directive existed, and no one had been disciplined or fired for talking with Commissioner Jacobs.

Former Officer Brian Schaeffer's Statement:

Former Officer Brian Schaeffer provided a written statement. He stated that after a 26-year career in law enforcement with another agency he retired from, he served as a part-time officer with the Town for about six months, conducting background investigations and assisting Detective Frank with investigations.

He stated that none of the Respondents were advised of the Complaint at the time. As of mid-August, he had never heard from Interim Chief Dabney Donovan or any other town official regarding the allegations he contends were false.

Instead, he states he was advised by several of the other Respondents of the existence of the letter. He immediately sent an email to all police staff advising them that he had learned of false accusations made against him and advising all members of the department that if it continued they would be subject to disciplinary action and possible civil lawsuits. He states that he received no response from anyone including the Chief, Town Manager or HR.

Schaeffer states that he received a copy of the letter later that day from one of the other Respondents. After reading it, Schaeffer sent an email to the town and all police staff advising that he was resigning effective immediately "due to the libelous, false allegations that had been made by cowards who couldn't even sign a letter."

Schaeffer wrote that "Prior to this incident, I had very little contact with any of the accusers. I said hello once to Velazquez and several times to Mobley and Cason."

He further wrote that "I conducted portions of the background investigations for Ofc. Horace Vickers, Ofc. Tracy Wade, and Ofc. Eva Rimmer. I had brief conversations or sent emails requesting required documentation. At no time did I send emails, texts, or have telephonic or in-person conversations with those individuals other than the times listed. Nor were they ever party to conversations that I had with others. I never discussed in any way which interim chief was best for the agency with or in listening distance to those individuals. I never worked a road shift with any of the accused other than Cason for one call where we barely spoke."

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Schaeffer contends that “Everyone involved knows this was a political ploy to force the town to name Dabney Donovan as the chief over the second Interim Chief, Wade Douty, who also resigned due to these false allegations.” Schaeffer wrote that “several of the accusers advised Sgt. Frank and Ofc. Goldberg that even though they were mentioned, ‘the letter didn’t mean them’.”

Schaeffer writes that the “investigation must encompass much more than the false allegations against innocent people. It must hold Dabney Donovan accountable for Dereliction of Duty for failing to follow written policies and EEOC guidelines. It must look into who orchestrated the political coup and hold those persons accountable. Finally, it needs to do more than find the allegations to be “unfounded.’ It needs to state the truth, that they were made up with no factual basis, for political gain. Those responsible need to be disciplined and/or terminated for their behavior.”

CONCLUSIONS

As an initial point, the investigation I was authorized to conduct for the Town concerns solely the matters raised by Complainants either in the Complaint or in their June 12, 2023, discussion with Town Officials regarding potential violations of Town Policies, and in particular, allegations of discriminatory employment practices by the Town affecting these officers. This investigation does not concern any aspects of the Town’s decisions regarding management of its Police Department except as specifically raised by the Complaint or Complainants. Thus, while former officer Brian Schaeffer requests that the investigation be broadened to address the motives behind the Complaint, and the aftermath of the submission of the Complaint, these matters are outside the scope of my investigation as assigned.

Based on my review of the documents and other information identified above, I reach the following conclusions regarding the ten substantive paragraphs of the Complaint.

PARAGRAPH 2

This paragraph points out that the Town adopted co-chiefs after Chief Howard was fired and questioned why that was the case.

While the facts do indicate that Town Manager Jimenez recommended terminating Chief Howard’s contract and HR Director Friedman recommended appointment of co-chiefs among the remaining Police Department leadership, the recommendation was to appoint *interim* co-chiefs pending a recruitment for a permanent chief. Moreover, the making and adoption of the co-chief recommendation did not violate any Town ordinances or policies. Thus, even if the allegation was entirely true, instead of being partially incorrect, it would not violate any Town policies.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

PARAGRAPH 3

This paragraph alleges that Manager Jimenez and HR Director Friedman listened to “lies and rumors” and “had not spoken to other officers.” It further alleges that they have taken no action “to rectify the issues they are aware of.”

The Complaint provides no details regarding this allegation and the Complainants provided no information during the meeting explaining these allegations. Nor does this paragraph implicate any specific Town policy. Town Manager Jimenez and HR Director Friedman regularly maintained an open-door policy permitting any employee to bring concerns to them as the Complainants did and had previously advised the Police Department employees to bring any concerns to their attention.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

PARAGRAPH 4

This paragraph alleged that “numerous lies” have been told about Major RaShana Dabney-Donovan.

The Complaint provides no details regarding this allegation and the Complainants provided no information during the meeting explaining these allegations. There is no evidence as to who was allegedly spreading lies about then Co-Chief Dabney-Donovan and what statements were allegedly made. The Complaint also does not identify a specific policy violation and given the lack of evidence as to what statements were allegedly made and in what context, no applicable policy can be identified.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

PARAGRAPH 5

This paragraph alleged that “a high ranking employee” was violating the Town Employee Conduct policy by repeating rumors and creating dissension within the Police Department.

The Complaint provides no details regarding this allegation and the Complainants provided no information during the meeting explaining these allegations. While this allegation does identify a relevant policy allegedly violated, no evidence was provided to substantiate these allegations.

RESULT: UNFOUNDED - No policy violation substantiated.

PARAGRAPH 6¹

This paragraph alleges that the four police officer Respondents are “causing the dissension along racial and sexist lines within the Department.”

Although the Complaint did not specify any details in this paragraph, it became clear during the meeting with the officers that paragraph 7 was one example of alleged discriminatory conduct, which will be addressed in that paragraph. Additionally, Eva Rimmer raised the issue of an assignment to a new shift that she wanted but did not receive.

The Town’s EEO policy prohibits discrimination on the basis of sex. Because Officer Rimmer stated that she believed she had been denied a desired shift assignment because of her sex, the claim should be examined under the legal standards for proof of discrimination claims.

Federal and Florida courts use the McDonnell Douglas Corp. v. Green standard for determining circumstantial claims of sex discrimination. In this analysis, the factfinder first determines whether the claimant has established a prima facie case of discrimination. Stevenson v. City of Sunrise, 2021 U.S. App. LEXIS 30858 *17 (11th Cir. Oct. 15, 2021). To do so, a claimant must show (1) she is a member of a protected class, in this case female; (2) she applied for and was qualified for the condition of employment sought; (3) she was denied the condition of employment sought; and (4) an individual outside her protected class was granted the condition of employment. Id. at *17-18. If the claimant provides proof of these elements, then factfinder then determines whether the employer has a non-discriminatory reason for the decision, and whether the claimant can show these reasons are unworthy of credence. Id. at *18.

In this case, Officer Rimmer did not participate in an interview, thus there is no first-hand evidence substantiating her claim of sex discrimination. Even if I credited the hearsay evidence regarding her claim relayed by HR Director Friedman, however, Rimmer’s claim is undermined because it was based on a belief that the individual making the decision was a male, when in fact, according to the information provided in the investigation, the decision was made by the female co-chief. Because Co-Chief Douty was the individual accused of making a discriminatory decision, and the investigation shows that he did not do so, the allegation of discrimination against him must be rejected.

RESULT: UNFOUNDED - No policy violation substantiated.

¹ Officer Rimmer declined to be interviewed for this investigation and stated that her concerns had been addressed. However, because an accusation was made regarding former officers by name in Paragraph 6, this report addresses the issue nonetheless.

PARAGRAPH 7

This paragraph alleges high ranking officials of the Town have gone on ride-alongs² with Town police officers showing favoritism. The Complaint does not allege any specific facts but HR Director Friedman was aware of the general facts behind the allegations. Because this allegation, broadly construed, might allege a violation of the Town Equal Employment Opportunity policy, it will be addressed.

As an initial matter, it is not clear that having a Town official conduct a ride-along with an officer constitutes an “area of employment” within the meaning of the Town Equal Employment Opportunity policy. In the absence of further information from one of the Complainants, there is no indication that conducting ride-alongs is a recognized term of employment for a Town police officer or something from which an officer would gain any tangible advantage.

Moreover, the available evidence does not support any inference that Town officials showed any favoritism on account of race or any other criteria in riding along with police officers. The evidence shows that Officer Bradley Frank invited HR Director Friedman to ride along with him and she agreed, which was the reason she chose to ride with him. There is no non-hearsay evidence as to why Town Manager Jimenez also rode with Officer Frank, but nothing in the record supports any inference that the decision was made for discriminatory reasons. There was, for example, no evidence that any of the Complainants had offered or requested a Town official to ride along with them and had been denied. The most likely explanation appears to be that Officer Frank took the initiative to make an invitation and Town officials accepted. Having Town officials ride along with an officer may have been considered prestigious, but the likelihood is that the practical result would benefit all officers on the Town police force. Further, HR Director Friedman had planned to ride along with a night shift officer who most likely would have been one of the Complainants.

There was no evidence provided that having the ride alongs conducted in unmarked vehicles or providing Town officials with a vest during the ride along violated any Town policy or procedure. HR Director Friedman was not aware of any such policies. Moreover, absent any policy prohibiting it, providing a Town official conducting a ride along with protective equipment would be a common-sense safety measure.

RESULT: UNFOUNDED - No policy violation substantiated.

² A “ride along” was described as a non-officer riding along with an officer during a regular patrol shift to gain a better understanding of how Town police officers do their job and the situations they may encounter. An official riding along is solely an observer but may be exposed to the same risks as the officer during a patrol.

PARAGRAPH 8

This paragraph alleges that Town Manager Jimenez and HR Director Frieman were “not keeping employment promises” because of a rumor that the Town was not going to maintain their police department after Chief Howard’s termination. This allegation does not identify a Town policy allegedly being violated. Moreover, there is no evidence of written contracts or other legally binding commitments that would require the Town to continue the Town Police Department or that would create any future obligation to its police officers.

Regardless, even if the allegation had any legal merit, it would be factually meritless. Town Manager Jimenez and HR Director Friedman met with the entire police department after the Commission’s termination of Chief Howard and explained that the Town had no intention of closing its police department. Subsequent events have proven that to be true. Moreover, any decision to close the police department and to contract with Broward County Sheriff’s Office would be made by the Town Commission, not the named Town officials.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

PARAGRAPH 9

This paragraph alleged that the Town Police Department had “misguided leadership” and ineffective communication” and that “morals are being disregarded.” The Complaint requests a “vote of no confidence” in Wade Douty. It further alleges that “officers that have been constantly in the Town Manager and HR Director’s office are too busy plotting” to do their jobs.

The Complaint provided no evidence to support any accusations regarding police department leadership in general or Co-Chief Douty in particular. None was raised at the June 12, 2023, meeting either. Nor did the Complaint or Complainants identify any policy violations. Instead, the officers stated that the Town officials were only hearing “one side of the story.” It was apparent from the Complaint as well as the discussion at the June 12 meeting that this portion of the Complaint was based on a concern about who would be leading the police department in the future rather than any wrongdoing or violation of Town policy. Moreover, the Complaint drew a response from the police union local over its contents.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

PARAGRAPH 10

This paragraph alleges that town directors are “contributing to dissension, and states that the officers were afraid that the IT Director was “looking into our emails and have tapped our town phones.” No specific factual allegations were provided in the Complaint or at the June 12, 2023, meeting.

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HR Director Friedman stated that officers were concerned about the limitations on the use of their Town-provided phones, including bans on certain applications, and the limitations on their use for social media.

HR Director Friedman stated that at the time the only monitoring of Town-provided phones was GPS location tracking and the archiving of text messages as required by Florida public records law. These are routine and lawful practices.

Town Information Technology policies include the provision quoted above advising Town employees that they have no expectation of privacy on Town-provided devices and that the Town may monitor all Town provided IT resources. This is standard practice regarding employer-provided technology and is not unusual or improper in any respect.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

Paragraph 11

This paragraph alleges that police officers were told if they were seen talking to Commissioner Jacobs, but that Co-Chief Wade Douty was seen doing so and was not fired. It also alleges that officers are in fear for their jobs due to similar reasons as stated in paragraph 3 of the Complaint.

When this issue was raised at the June 12 meeting, Town Manager Jimenez and HR Director Friedman asked the officers “who did the Department fire?” There had been no directive not to talk to the Commissioner and no one had been disciplined for doing so.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

In summary, the allegations contained in the Complaint are a mix of various individual concerns as well as a group concern about the future of the Town police department and its leadership. While the Complaint makes a number of accusations, most do not implicate a Town policy violation. Those that might constitute Town policy violations if proven are not supported sufficient evidence either in the Complaint or in the information provided by the officers in the June 12, 2023, meeting. As none of the Complainants provided interviews or statements in support of the Complaint, the available evidence does not support any of the alleged policy violations.

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RECOMMENDED DISPOSITION

Based on Town Investigation Procedures, upon conclusion of an investigation, the Town is to make a determination as to whether or not further disciplinary action should be taken or charges filed. While none of the Respondents remain employed by the Town, and thus no disciplinary action can be taken, it is this investigator's recommendation that no further action of any kind adverse to the Respondents be taken, and that the Respondents be considered exonerated from any applicable allegations of the Complaint.

Sincerely,

BUSH GRAZIANO RICE & HEARING, P.A.

Frank E. Brown

Frank E. Brown

FEB: