



AGENDA

WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, April 24, 2024

Commission Chambers

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1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
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 - 5.1. Investigation by Sidney C. Calloway, Esquire, B.C.S., Shutts & Bowen LLP - Vice Mayor Morrisette, Attorney Calloway
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[2024-006 Express Roofing Sign Variance](#)
[1 Staff Report](#)
[2 - Application](#)
[3 - Justification Letter](#)
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[5-Boundary Suvey](#)
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[2024-007 Seneca Self Storage Sign Variance](#)

[1 - Sign Variance Staff Report](#)

[2-Sign Variance Application](#)

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22. ANNOUNCEMENTS

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(Infrastructure and Finance)
Regular Commission Meeting, Wednesday, May 8, 2024 at 7:00 PM
Special Magistrate Hearing, Wednesday, May 15, 2024 at 9:00 AM
Workshop Commission Meeting, Wednesday, May 22, 2024 at 6:00 PM

23. 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



TO: Town of Pembroke Park
FROM: Sidney C. Calloway, Esquire, B.C.S., Shutts & Bowen LLP
DATE: March 26, 2024
RE: Town of Pembroke Park Report and Recommendations on External Investigation of Employee Complaints Alleging Violations of the Town's Code of Conduct (hereafter referred to as "Conduct Guidelines")¹ and Laws Relating to Workplace Bullying, Hostile Work Environment, Cyberstalking, Harassment, and Retaliation.

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¹ On December 9, 2020, the Town Commission of the Town of Pembroke Park adopted Resolution No. 2020-090, which prescribed a Code of Conduct specifically described as "Conduct Guidelines" state:

The following Conduct Guidelines are designed to describe the manner in which elected and appointed Town officials should treat one another, Town Staff vigilance, and others they come into contact with while representing the Town of Pembroke Park...

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I. EXECUTIVE SUMMARY

On June 21, 2023, Mark Pakula (“Mr. Pakula”) and Babette Friedman (“Ms. Friedman”), both employees of the Town of Pembroke Park (“Town”), submitted separate written complaints to the then Town Manager, J.C. Jimenez (“Mr. Jimenez” or “Town Manager”). The complaints for both Mr. Pakula and Ms. Friedman allege that Geoffrey Jacobs (“Commissioner Jacobs”)² engaged in certain conduct that constituted a violation of the Town’s Conduct Guidelines, as well as state and federal laws relating to Hostile Work Environment, Harassment, Workplace Bullying, Retaliation, and Cyberstalking. Both complainants also assert that Commissioner Jacobs’ conduct also give rise to concerns for their personal safety. A summary of the respective complaint allegations by Mr. Pakula and Ms. Friedman are as follows:

1. Pakula Complaint, dated June 21, 2023

a. Violation of Conduct Guidelines.

Mr. Pakula’s complaint alleges that Commissioner Jacobs has made certain “social media attacks” against himself and the Town’s HR Director, Babette Friedman. Mr. Pakula asserts that “[t]his behavior by Commissioner Jacobs is against [the] Code of Conduct for Town Officials” and also causes “fears for [his] safety at Town Hall.”

b. Hostile Work Environment.

Mr. Pakula describes specific details concerning an incident that occurred on March 16, 2023, in which he alleges that Commissioner Jacobs stood outside Mr. Pakula’s office listening to a conversation between Mr. Pakula and another Town employee, Steve Pizzillo. Mr. Pakula alleges that thereafter, Commissioner Jacobs falsely claimed that Mr. Pakula and Mr. Pizzillo were discussing Sunshine Law violations. According to Mr. Pakula, as Mr. Pizzillo exited his office, Commissioner Jacobs said to Mr. Pizzillo, “Nice conversation.” Mr. Pakula clarified that the conversation was actually about fixing an email issue for Mr. Pizzillo. He further clarified that the actual conversation overheard by Commissioner Jacobs was between the Town Clerk and HR Director (which they apparently admitted to). The complaint alleges that Commissioner Jacobs told the Town Manager that Mr. Pakula was discussing a Sunshine Law violation.

² Commissioner Jacobs is the Town’s former Town Mayor and is the elected Commissioner representing Town District 3.

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Mr. Pakula's complaint asserts that "this behavior is toxic and creates a hostile work environment."

2. Friedman Complaint, dated June 21, 2023

a. Violation of Conduct Guidelines.

Ms. Friedman's complaint alleges that Commissioner Jacobs engaged in demeaning behavior at the June 14, 2023, Town Commission meeting. She further asserts and attributes certain "social media attacks of intimidation, bullying, slanderous/libel comments made about her and IT Director, Mark Pakula on June 15th and 16th as part of the demeaning behavior engaged by Commissioner Jacobs and also alleges that such conduct is a violation of the Town's Code of Conduct for Town Officials. Ms. Friedman states that Commissioner Jacobs "is a credible threat to my safety." She also complains that "Commissioner Jacobs' actions are detrimental to the recruiting and retention of valuable staff."

b. Workplace Harassment, Bullying/Cyberstalking.

Ms. Friedman asserts that Commissioner Jacobs' behavior is harassing and constitutes "cyberstalking," referencing Section 784.048, Florida Statutes.

c. Retaliation.

Ms. Friedman complains that she has been "retaliated against for bringing forward two complaints against the Town's Former Chief Building Official, terminating a probationary employee, reporting a hostile work environment, and trying to save the food drive."

Ms. Friedman also asserts that:

I risked my reputation and peace of mind by asking the Commissioners of Pembroke Park to open an investigation into Commissioner Jacobs for the reasons stated above. Since that day I have been attacked at every meeting, every event, and on social media. This needs to stop! My mental health has been affected in more way than I can put into words.

Both Mr. Pakula and Ms. Friedman separately identified various Town employees as persons who were likely to have knowledge of their respective allegations. Mr. Pakula's complaint described his complaint as dealing with a violation of the Town Code of Conduct, a hostile work

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environment, and fear for his safety at Town Hall. Similarly, Ms. Friedman also alleges that Commissioner Jacobs' conduct amounts to violations of the Town's Code of Conduct, intimidation, harassment, bullying, cyberstalking, and retaliation.

On the same day that the complaints were submitted, the Town Manager read and acknowledged receipt of each. Given the nature of the allegations of violations of the Town's Conduct Guidelines, hostile work environment, bullying, retaliation, and other potential violations of state and federal law, the Town determined it to be in the best interest of Mr. Pakula and Ms. Friedman, as well as the Town to obtain an objective search and analysis of the facts underlying the complaints against Commissioner Jacobs by initiating an external investigation for each complaint.

On July 31, 2023, the Town retained Sidney Calloway, Esq., B.C.S.³ of Shutts & Bowen LLP ("Law Firm")⁴ to complete a thorough investigation of the allegations described in the complaints, including providing a written report of the findings, analysis, merited conclusions as any violation of Town policies and recommendations, if warranted.

Following its review of the complaints, and in-person interviews of both Mr. Pakula and Ms. Friedman, additional information was collected, which thereafter led to the Law Firm's determination to separately interview the below listed persons in light of their potential knowledge of the facts and circumstances described in the complaint.

³ Sidney C. Calloway, Esquire is a partner at Shutts & Bowen LLP and Co-Chair of the Government Law Practice Group. A longtime Martindale-Hubbell AV®-rated lawyer, Sidney is a Leadership Florida Cornerstone XXX member and is a Florida Bar Board Certified Specialist in Civil Trial Law, a distinction accorded to less than 2% of Florida's lawyers. His practice includes complex, high-exposure commercial litigation in both state and federal court. Mr. Calloway has been recognized by *Florida Super Lawyers* in Civil Litigation Defense. He represents corporate clients and local, city, county and state agencies. Mr. Calloway has served as lead trial counsel in more than 120 complex jury trials most notably successfully defending both corporate and public agency clients in jury trials on allegations of employment race, and religious discrimination and retaliation claims. He also provides legal counsel to in-house corporate and other commercial clients on governance matters, enterprise risk management, regulatory compliance and governmental affairs matters.

⁴ Shutts & Bowen LLP is a full-service law firm with a deep commitment to excellent service for our clients and community, and a focus on diversity in the workplace. For more than 100 years, Shutts has been opening doors to our business clients across the state with sophisticated, cutting-edge legal skills and talent. The Firm employs approximately 300 attorneys who focus on more than [30 distinct practice areas](#), including employment and labor law, litigation, construction, financial services, corporate, mergers and acquisitions, securities, hospitality, insurance, and real estate. The Firm's attorneys are particularly experienced in representing and counseling private and public sector employers across numerous industries in the defense of employment discrimination and retaliation claims, as well as alleged violation of federal and state employment, labor, safety and immigration law. The Firm also represents its corporate clients in investigations and audits by the U.S. Equal Employment Opportunity Commission, the Florida Commission on Human Relations, the U.S. Department of Labor, and other administrative agencies.

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All persons were separately and confidentially interviewed following an express oral *Upjohn* Warning by the Law Firm.⁵ Sidney Calloway, Esq. and Janeil Morgan, Esq., associate counsel with the Law Firm, either contacted or conducted interviews of the following Town employees,⁶ former employees, and elected officials via video-audio communication or an in-person interview:

- Mr. Mark Pakula – Town Employee
- Ms. Babette Friedman – Town Employee
- Ms. Ashira Mohammed – Town Mayor
- Mr. Geoffrey Jacobs – Town Commissioner
- Mr. William Hodgkins – Town Commissioner
- Ms. Marlen Martell – Town Employee
- Mr. Eric Morrisette – Town Vice Mayor
- Mr. J.C. Jimenez – Former Town Manager
- Ms. Nazly Cardona – Town Employee⁷
- Ms. Joseline Ramirez – Town Employee⁸

During each interview, the Law Firm prepared a written memorandum (“memorandum”) containing the contemporaneous statements received from each of the above-referred persons who made themselves available and appeared at the designated time of the interview (“witness(es)”). Following the Law Firm’s completion of interviews for each cooperating witness, each witness was provided with a draft copy of the Law Firm’s memorandum containing the statements made by such witness at the time of the interview, along with the Law Firm’s request for each such witness’ acknowledgment and confirmation as to the accuracy of the statements attributed to such witness’ respective memorandum. Prior to execution, however, each witness was also encouraged and provided ample time to submit written corrections or edits to their respective memorandum. On this note, the Law Firm received and accepted both comments and requested edits from each witness, and thereafter received the final memorandum that was executed and acknowledged by each witness. Additionally, during several of the interviews, the

⁵ *Upjohn* warning informs the interviewee that: (1) the attorney is there to conduct a privileged and confidential interview of the employee; (2) the attorney represents the company, not the individual; (3) the company, not the individual, enjoys an attorney-client privilege with the attorney; and (4) the company may, as it sees fit, disclose the employee’s information and statements to third parties, including the government. *Upjohn v. United States*, 449 U.S. 383 (1981).

⁶ The designation of “Town Employee” is based on the individual’s employment status at the time of their respective investigation interview. This designation is important to highlight, as the Law Firm is aware of the departure of an employee since their respective interview.

⁷ After several attempts to schedule an interview through her attorney, the Law Firm was unable to interview Ms. Cardona.

⁸ After several attempts to schedule an interview through her attorney, the Law Firm was unable to interview Ms. Ramirez.

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Law Firm requested and/or the witnesses offered to produce certain documents that were discussed during their respective interviews and considered germane by the Law Firm. All such documents have been preserved as part of the Law Firm's investigation record and are attached to the witnesses' respective memorandum. The executed memoranda have been preserved as part of the Law Firm's investigation record and are made available to the Town, along with other material documents and information gathered during the course of this investigation.

It is further noted that the Law Firm made several attempts to communicate with Commissioner Jacobs for the purpose of requesting his availability to be interviewed by the Law Firm. Commissioner Jacobs replied to the Law Firm's email communication, conveying that all further communication by the Law Firm on this subject be directed to his legal counsel, Michael Pizzi. The Law Firm made several telephone call and email communication to Mr Pizzi specifically requested that he confirm his representation of Commissioner Jacobs on this matter. Mr Pizzi's office telephone precluded voice messages, and he refused to reply to the Law Firm's multiple email communications. Consequently, the Law Firm reached the conclusion that Commissioner Jacobs determined not to be interviewed by the Law Firm, nor to provide any statement or response to the Complaints.

In light of the similarity of the allegations made by Mr. Pakula and Ms. Friedman, the fact that the accused against whom the complaints were filed was the same person (Commissioner Jacobs), and the intertwining factual circumstances discovered during witness interviews, the Law Firm determined it to be appropriate to incorporate its investigative findings, analysis and conclusions as to the respective complaints of both Mr. Pakula and Ms. Friedman into this single Report and Recommendations.

3. Summary of Findings, Analysis, and Conclusions:

Compilation and Analysis of Oral Statements and Documentary Materials

The Law Firm completed the interviews and examined the witness memoranda, documents, and materials amassed during the investigation, including the Town's Charter, Policies, Code of Ordinances, witness statements, documents, e-mails, personnel records, and Law Firm work product (collectively "Investigative Materials"). The Law Firm further analyzed and assessed the findings associated with the credibility of each witness interviewed against the Law Firm's Investigative Materials and other documents or information for inconsistencies, illogical premises, evidence of subjective bias or ulterior motives, and past behavior; and further considered the extent of whether the statement received from each witness was derived and spoken from direct knowledge or was based on hearsay or speculation. The Law Firm also considered the extent to which positional power, cultural, societal, ethnic or gender-based biases or tendencies may influence the perceptions or behavior of the complainants and any witnesses.

i. Pakula Complaint - Findings and Conclusions:

- (1) Violation of Town Conduct Guidelines. Upon the foregoing, and as further supported by the following report, it is the independent finding and conclusion of this Law Firm that it is more likely than not that Mr. Pakula's allegations that Commissioner Jacobs engaged in conduct that is violative of the Town Conduct Guidelines is founded and has a material evidentiary basis sufficient to establish a violation of the applicable provision of such Town Conduct Guidelines.
- (2) Hostile Work Environment. Upon the foregoing, and as further supported by the following analysis of the evidence established in this report, it is the independent finding and conclusion of this Law Firm that it is more likely than not that Mr. Pakula's allegations that Commissioner Jacobs' conduct establishes a factual basis for a claim of a hostile work environment lacks a material factual basis sufficient to establish a violation of the state or federal law, but does support a factual basis sufficient to establish a violation of the Town's Conduct Guidelines.
- (3) Fear for Safety. Upon the foregoing, and as further supported by the following analysis of the evidence established in this report, it is the independent finding and conclusion of this Law Firm that the evidence is inconclusive to support Mr. Pakula's allegation that Commissioner Jacobs is a threat to his safety.

ii. Friedman Complaint - Findings and Conclusions:

- (1) Violation of Town Conduct Guidelines. Upon the foregoing, and as further supported by the following report, it is the independent finding and conclusion of this Law Firm that it is more likely than not that Ms. Friedman's allegations that Commissioner Jacobs engaged in conduct that is violative of the Town Conduct Guidelines is founded and has a material evidentiary basis sufficient to establish a violation of the applicable provision of such Town Conduct Guidelines.
- (2) Workplace Harassment, Bullying/Cyberstalking. Upon the

foregoing, and as further supported by the following report, it is the independent finding and conclusion of this Law Firm that it is more likely than not that Ms. Friedman's complaint allegations that Commissioner Jacobs engaged in workplace bullying have a material evidentiary basis sufficient to establish a violation of the Town's Conduct Guidelines. However, the information and material facts gathered in the course of this investigation are inconclusive as to whether there is a material evidentiary basis sufficient to establish a violation of Florida law under Chapter 784, F.S., pertaining to "cyberstalking".⁹

- (3) Retaliation. Upon the foregoing, and as further supported by the following report, it is the independent finding and conclusion of this Law Firm that it is more likely than not that Ms. Friedman's complaint allegation that Commissioner Jacobs engaged in retaliatory conduct is founded and has a material evidentiary basis sufficient to establish a violation of the Town's Conduct Guidelines,

⁹ Chapter 784 of Florida Statutes, in pertinent part states:
Section 784.048, Florida Statutes - Stalking; definitions; penalties.—

(1) As used in this section, the term:

(a) "Harass" means to engage in a course of conduct directed at a specific person which causes substantial emotional distress to that person and serves no legitimate purpose.

(b) "Course of conduct" means a pattern of conduct composed of a series of acts over a period of time, however short, which evidences a continuity of purpose. The term does not include constitutionally protected activity such as picketing or other organized protests.

(c) "Credible threat" means a verbal or nonverbal threat, or a combination of the two, including threats delivered by electronic communication or implied by a pattern of conduct, which places the person who is the target of the threat in reasonable fear for his or her safety or the safety of his or her family members or individuals closely associated with the person, and which is made with the apparent ability to carry out the threat to cause such harm. It is not necessary to prove that the person making the threat had the intent to actually carry out the threat. The present incarceration of the person making the threat is not a bar to prosecution under this section.

(d) "Cyberstalk" means:

1. To engage in a course of conduct to communicate, or to cause to be communicated, directly or indirectly, words, images, or language by or through the use of electronic mail or electronic communication, directed at or pertaining to a specific person; or

2. To access, or attempt to access, the online accounts or Internet-connected home electronic systems of another person without that person's permission, causing substantial emotional distress to that person and serving no legitimate purpose.

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violation of the Town Investigation Procedures,¹⁰ as well as applicable state and federal law.

II. INVESTIGATIVE ACTIVITIES

1. Witnesses Interviewed

The Law Firm interviewed the following persons which includes Town elected officials, employees and former employees:

No.	Name	Date(s) of Interview(s)	Position Title
1	Mark Pakula	August 17, 2023	Town Information Technology Director
2	Babette Friedman ¹¹	August 24, 2023	Town Human Resources Director
3	Ashira Mohammed	August 29, 2023	Town Mayor – District 5
4	William Hodgkins	October 31, 2023	Town Clerk Commissioner – District 2

¹⁰ Town of Pembroke Park approved its Investigation Procedures on March 8, 2023. The pertinent provisions pertaining to Retaliation state:

RETALIATION.

The Town has a zero-tolerance policy with regard to retaliation. This applies to everyone, whether a Town employee, Manager, Human Resource Director, Attorney, or Commission member initiates a complaint, or the person is a witness to matters relating to a complaint. There will be no retaliation for making a report, for cooperating in the Town's investigation, for giving the statement, or for providing any information relating to an investigation or a complaint. Any person who engages in direct or indirect retaliatory conduct be subject to discipline, up to and including termination from employment. If an individual believes they are being evaluated against in violation of this policy, individual must report to retaliation to Payment Resources immediately. If someone from human resources is retaliating against an individual the visual must report to retaliation to the town manager immediately.

INTERFERENCE/INTIMIDATION.

Employees and individuals are prohibited from interfering with an investigation. Employees and individuals are prohibited from intimidating or questioning victims, witnesses, complainants, or anyone involved in an investigation. The Town Manager will determine whether interference for intimidation during an ongoing investigation has occurred. Violating the above policies regarding Retaliation and confidentiality is regarded as interfering with an investigation

¹¹ Ms. Friedman left the Town post-interview.

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No.	Name	Date(s) of Interview(s)	Position Title
5	Marlen Martell	November 1, 2023	Town Clerk
6	Eric Morrisette	November 8, 2023	Town Vice Mayor – District 1
7	J.C. Jimenez	November 14, 2023	Former Town Manager
8	Nazly Cardona	Failed to Schedule Interview	Town Code Compliance Clerk
9	Joseline Ramirez	Failed to Schedule Interview	Town Chief Code Compliance Officer
10	Geoffrey Jacobs	Refused requested interview	Town Commissioner – District 3

2. Materials Reviewed

a. **Memoranda of Town Employees, Former Employees and Elected Officials Representations**

Memoranda memorializing statements and representations received by each witness interviewed, along with an executed acknowledgment by each that the memorialized statements are an accurate representation of their statements made to the Law Firm attorneys on the day of the interview.

b. **Social Media Posts**

- i. May 27, 2023, post from Commissioner Jacobs' Facebook Account "Die with the Lie."
- ii. June 15, 2023, post from Commissioner Jacobs' Facebook Account "OIG Photo". Names title of Mayor, Town Clerk, HR Director, and IT Director.
- iii. June 16, 2023, post from Commissioner Jacobs' Facebook Account "photos of HR Director and IT Director". The post references April 12, 2023 formal complaint made by Babette Freidman against Commissioner Jacobs, and references the Town's HR and IT directors contacting a former employee.

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- iv. Facebook posts and comments compilation file.

c. Investigation Reports

- i. Report by Nicole M. Martell, Esquire
DiPietro Partners.
- ii. Report from Tonja Haddad Coleman, Esquire
Tonja Haddad, P.A.

d. Various Email Correspondences

e. Text Message Exchanges

- i. Between Commissioner Jacobs and Town Clerk, Marlen Martell.
- ii. Between Commissioner Jacobs and Former Town Manager,
J.C. Jimenez.

f. HR Notes and Emails

- i. Timeline from Former Town Attorney Melissa Anderson.
- ii. Handwritten notes from Former HR Director Babette Friedman.

g. Town Resolutions

- i. Resolution 2020-088- Authorizing the Establishment of the Town of
Pembroke Park Police Department, passed and adopted July 20,
2020.
- ii. Resolution No. 2020-090- Adopting a Code of Conduct, passed and
adopted December 9, 2020.
- iii. Resolution No. 2023-008- Adopting Articles of Censure against
Commissioner Jacobs, passed and adopted June 14, 2023.

h. Town Polices

- i. Town Investigation Procedures.
- ii. Town Conduct Guidelines.

III. SUMMARY OF MATERIAL WITNESS STATEMENTS

1. Hostile Work Environment

a. Pakula Complaint.

Complainant Mark Pakula, Town Information Technology Director, alleges that Commissioner Jacobs' "behavior is toxic and creates a hostile work environment." The statements of the respective persons interviewed by the Law Firm testimonies deemed pertinent to Mr. Pakula's allegations that Commissioner Jacobs' behavior created a hostile work environment are detailed below.

Mark Pakula

- Mr. Pakula states that Commissioner Jacobs hated the former Town Attorney, Melissa Anderson, with a passion and uses the word "cxxx" when referring to her. He also reports that the former Town Planner, Heidi Siegel, was also subjected to Commissioner Jacobs' bad behavior towards women.
- Mr. Pakula states that in late Fall/early Spring of 2023, he went to the Town Manager's office and told him that Commissioner Jacobs' behavior had to stop. He asked the Town Manager to arrange a sit-down with Commissioner Jacobs in the Town Manager's office. Later, when Mr. Pakula asked Commissioner Jacobs why he would not speak with him directly, Commissioner Jacobs stated that he could not meet with Mr. Pakula because of that "fxxking cxxx attorney". It was then that the Town Manager directed Mr. Pakula to document the incident.
- Mr. Pakula asserts that Commissioner Jacobs would put employees' names on the Town Commission's Agenda and further reports that people have cried about the situation in Mr. Pakula's office.
- Mr. Pakula states that during a meeting regarding staffing of the Town Police Department, Debra White (a Town consultant), advised that a suggestion made by David Howard¹² would create a police safety issue and is a "recipe for disaster" because the officers would be overworked. Mr. Pakula states that Commissioner Jacobs "lost it", and then asked Ms. White why she was there and told her to "get the fxxk out". He states that Ms. White did not reply but simply left the meeting. Mr. Pakula reports that he was traumatized by Commissioner Jacobs' behavior.

¹² At all times material to the Law Firm's investigation, David Howard is the Town's former Chief of Police.

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Babette Friedman

- Ms. Friedman expresses that she does not know how to move forward with her employment because it has become mentally draining.
- Ms. Friedman reports that she has tried walking every day after work, and listening to R&B music to calm her mind.
- Ms. Friedman said she would go to the Town Manager's office to cry. She shared that sometimes she was told to take the rest of the day off.
- Ms. Friedman states that other Town employees visited and inquired if she saw what Commissioner Jacobs posted about her on Facebook. Ms. Friedman says that her reputation is very important to her. She states that she is afraid that the Town of Pembroke Park will ruin her reputation. She reports that she has had interviews with three (3) employers, but she did not get two (2) of the opportunities. During those interviews, the potential employers asked her about what was going on in the media.
- Ms. Friedman reports that on May 6, 2023, a Town Food Drive Giveaway was hosted by Commissioner Jacobs, but she did not attend because it was Commissioner Jacobs' event. On May 8, 2023, a Town Public Works crew leader came to her and said he was not sure what she did to Commissioner Jacobs but Commissioner Jacobs called her a "Nazi." The same Town employee told Ms. Friedman that Commissioner Jacobs said, "HR is a Nazi." Upon receiving this information, Ms. Friedman stated that she reported the incident to the Town Manager by sending him an email and informing him that she is of Jewish descent and was offended by Commissioner Jacobs' comments.
- Ms. Friedman reports that at a Town Commission Workshop meeting on May 24, 2023, Commissioner Jacobs publicly stated that HR needed to be replaced. Although the rest of the Town Commission ignored him, Ms. Friedman states that Commissioner Jacobs continued to speak about the firing of "his people."
- Ms. Friedman states that Commissioner Jacobs' language, tone, and words are "so harsh." She asserts that Commissioner Jacobs' words are harsh against women in power, noting that the former HR Directors, Town Planner, Town Clerk, Town Attorney, Mayor Mohammed are women. She states that there is aggression [from Commissioner Jacobs] towards women.
- Ms. Friedman recounted an incident where she observed Commissioner Jacobs outside her office apparently listening to her conversations. This made her feel very uncomfortable. Ms. Friedman says she has an issue with Commissioner Jacob listening

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outside of her office because the HR department is supposed to have some level of confidentiality within the Town.

Mayor Ashira Mohammed

- Mayor Ashira Mohammed reported that Commissioner Jacobs began having issues with the former Town Clerk, Natasha Joseph, a female person of color who was employed with the Town for many years. Mayor Mohammed shared that Commissioner Jacobs started “picking” on Ms. Joseph because Ms. Joseph did not give him Town business cards, and he did not think he was official. Ms. Joseph was subsequently terminated in December 2022.
- Mayor Mohammed states that Commissioner Jacobs subjected Ms. Joseph to alcohol testing and even had the locks broken on her office door.
- Mayor Mohammed alleges that Commissioner Jacobs goes after black women, but all women in general.
- Mayor Mohammed reports that she has had Town employees outside of her home crying due to of Commissioner Jacobs’ continued behavior, stating that that there have been five (5) EEOC complaints.

Vice Mayor Eric Morrisette

- Vice Mayor Eric Morrisette reports that several former employees stated to him that Commissioner Jacobs is the reason they left the Town.
- Vice Mayor Morrisette explained that former HR Director, Babette Friedman, felt the same way as the former Town Manager about Commissioner Jacob. He reports that Ms. Friedman shared with him that she was fed up with the “nonstop negative feed-back.” Vice Mayor Morrisette states that he spoke with Ms. Friedman about her concerns and encouraged her to get special counsel.
- Vice Mayor Morrisette expressed that “all rhetoric that comes out of [Commissioner Jacobs’] mouth is hostile.”
- Vice Mayor Morrisette thinks Commissioner Jacobs wants to destroy the Town because he no longer has the type of power he used to have when he was the Town’s Mayor. Vice Mayor Morrisette describes Commissioner Jacobs’ behavior as “very destructive” and expressed his view that Commissioner Jacobs needs and should seek help.

Commissioner William Hodgkins

- Commissioner Hodgkins reports his belief that Commissioner Jacobs becomes more confident whenever he is successful at forcing Town staff to leave the Town.
- Commissioner Hodgkins states that while on the Town Commission dais, he has told Commissioner Jacobs on several occasions that he is out of line and is belittling to Town employees.
- Commissioner Hodgkins expresses his opinion that Commissioner Jacobs “doesn’t like educated women.”
- Commissioner Hodgkins reports that he has written an opinion of Commissioner Jacobs detailing his belief that Commissioner Jacobs is a narcissist and has an issue with educated women. Commissioner Hodgkins reports that he provided his written opinion to Babette Friedman.
- Other than the Town’s Former Finance and Budget Director, Harry Taubenfeld, Commissioner Hodgkins states that he has never experienced Commissioner Jacobs treating men the way he treats women.

Marlen Martell

- Ms. Martell describes Commissioner Jacobs as being condescending. She states that he puts people down, and “likes to minimize you as a human being and make people feel like he is way above them.”
- Ms. Martell states that Commissioner Jacobs “would tell everyone he will fire them.”
- Ms. Martell reports that In December 2021 Commissioner Jacobs began to constantly attack Town staff. She says it started with Harry Taubenfeld, the former Town Finance Director.
- Ms. Martell recounts a telephone conversation she had with Commissioner Jacobs while in her Town office, where Commissioner Jacobs told her to “get her head out of her axx” and used the “F” word. She states this conversation was had on the telephone’s audible speaker and her assistant, Suzie B., heard a lot of the exchange.
- Ms. Martell reports that Commissioner Jacobs makes it his practice to place Town employees on the Commission Meeting Agenda to fire them.

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- Ms. Martell recounts Commissioner Jacobs while on the dais during a public Town Commission meeting, stating that he had a choice word to describe Ms. Friedman, and it starts with a “C.”
- Ms. Martell reports that Commissioner Jacobs is “making [Nazly Cardona’s] life miserable.” Ms. Cardona is another Town employee, who is also a neighbor of Commissioner Jacobs¹³.
- Ms. Martell states that she “has never dealt with someone this evil [her] entire 57 years of life.” She stated her belief that there is nothing that can be done to remove Commissioner Jacobs at the town level, and said that only the governor can remove him from his position.
- Ms. Martell reports that since March 2023, the Town Commission has implemented policies that have not been successful, noting that Commissioner Jacobs’ behavior has persisted. She summarizes that the Town Commission has:
 - Censured Commissioner Jacobs;
 - Modified the Town Commission Meeting Agenda because of Commissioner Jacobs; and
 - Launched multiple investigations as a result of Commissioner Jacobs’ conduct.
- Ms. Martell shares that the Town Commission approved the investigations against Commissioner Jacobs because Babette Friedman spoke up for Town employees in May 2023 by requesting an investigation against him.

J.C. Jimenez

- Mr. Jimenez reports that he would “100%” characterize the Town of Pembroke Park as a hostile work environment and attributed this condition as one of the primary reasons he left the Town.
- Mr. Jimenez states that he had to email then-Mayor Jacobs advising him to refrain from reaching out to Town employees because he could be creating a hostile work environment. Mr. Jimenez states that he copied the Town attorneys who vetted and provided suggested edits to his draft email communication before he sent it to

¹³ It should also be noted the Ms. Cardona is also one of the two Town Employees whose complaints against the Town’s former Building Official were investigated through the Town’s HR office under the auspices of Ms. Friedman.

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Commissioner Jacobs. Mr. Jimenez says that Commissioner Jacobs replied to his email communication by saying he is a worthless Town Manager.

- Mr. Jimenez states that if Commissioner Jacobs “didn’t like a person he wasn’t nice to them” and would “bully them on the dais.” For example, Mr. Jimenez notes that Commissioner Jacobs had issues with Melissa Anderson, the former Town Attorney, Babette Friedman, HR Director, and has questioned the integrity of IT Director Mark Pakula on the dais.
- Mr. Jimenez stated that Commissioner Jacobs would participate in rumors and had a group of Town employees he would regularly converse with:
 - Miguel Nunez, former Town Building Official;
 - David Howard, former Town Chief of Police; and
 - Joy Brown, former Administrative Assistant to the Chief.
- Mr. Jimenez reports that Commissioner Jacobs makes “over the edge posts on social media” one such post being about “die with the lie.” He also shares that Commissioner Jacobs has taken photos of Town employees, saved them and posted them on social media.
- Mr. Jimenez reports that Commissioner Jacobs “works fear into employees.”
- Mr. Jimenez recounts that, in his presence, Commissioner Jacobs referred to the former Town Attorney, Melissa Anderson, as a “cxxt” and an “old dog that needs to be put down.”
- Mr. Jimenez further reports that on October 1, 2022, then-Mayor Jacobs sent what Mr. Jimenez found as a “misogynistic Tik-Tok video” referencing a lesbian woman. Mr. Jimenez states that he responded to Commissioner Jacobs and informed him that, as the Town Mayor, he should not have sent such a message. He reports that Commissioner Jacobs replied, saying that it was too late because Ms. Anderson already saw it.
- Mr. Jimenez expresses his belief that Commissioner Jacobs was causing “grief and anxiety.” He states that Commissioner Jacobs did not treat him well, and while he had his “fair share of crap thrown at [him],” he [Mr. Jimenez] did not believe the Law Firm’s interview was about him, but should be about Mark Pakula and Babette Friedman.

2. Violation of Town Conduct Guidelines, Harassment / Bullying

The complaints of both Mr. Pakula and Ms. Friedman assert allegations that Commissioner Jacobs has engaged in conduct that is paramount to a violation of not only the Town Conduct Guidelines,

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but also constitutes harassment and bullying. The statements of the respective persons interviewed by the Law Firm testimonies deemed pertinent to the allegations that Commissioner Jacobs engaged in conduct that was described as harassment and bullying are detailed below.

Mark Pakula

- Mr. Pakula states that on a monthly basis, Commissioner Jacobs would report falsehoods and lies concerning Mr. Pakula to the Town Manager. Mr. Pakula notes, for example, that Commissioner Jacobs represented to the Town Manager that Mr. Pakula fired Eric Pavon, a former Town employee, when the truth is Mr. Pavon resigned from the Town to take advantage of a better career opportunity, and stated as much in his written letter of resignation. Mr. Pakula reports that as a result of Commissioner Jacobs' false accusation, Mr. Pavon had to send correspondence to the Town confirming that he was not fired by Mr. Pakula.

Babette Friedman

- Ms. Friedman expressed that she, along with her co-workers, feel threatened and harassed, but she does not know how to protect them. She states that she is left in a place where she does not know how to do her job anymore or move forward.
- Ms. Friedman recounts an instance when Commissioner Jacobs was on his Facebook Live. Ms. Friedman joined the live, and as soon as she joined Commissioner Jacobs said "it's our HR Director, I don't like you very much. See you at the commission meeting."
- Ms. Friedman reports that on June 14, 2023, the entire Town Commission censure of Commissioner Jacobs was read into the record. Commissioner Jacobs responded to each allegation. She states that Commissioner Jacobs stated that he did not recall calling Ms. Friedman a Nazi because he has family members and friends who are Jewish, but he has another four (4) letter word he would use to describe her.
- Ms. Friedman states that Commissioner Jacobs has a habit of using the "C" word. She reports that he has called the Town Attorney the "C" word in text messages and has said it in other meetings with Town directors.

Mayor Ashira Mohammed

- Mayor Mohammed relates that Commissioner Jacobs goes after the Town HR Director, Babette Friedman, at every meeting.
- Mayor Mohammed states that Commissioner Jacobs started attacking Mark Pakula at Commission meetings ever since the IT department was taken away from the Police

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Department, which was triggered by a revelation that Commissioner Jacobs and others were making police badges for themselves. Mayor Mohammed reports that Mr. Pakula informed her that he had filed a complaint against Commissioner Jacobs.

Vice Mayor Eric Morrisette

- Vice Mayor Morrisette states that Commissioner Jacob sent a “nasty email” to Melissa Anderson, the former Town Attorney. He states his belief that the email was inappropriate and included a video relating to the former Town Attorney’s sexuality.
- Vice Mayor Morrisette states that the Town’s Chief of Police, Ra Shana Dabney-Donovan, confided in him to report that Commissioner Jacobs harassed her.

Commissioner William Hodgkins

- Commissioner Hodgkins states that there were many instances before the March 2023 election when then-Mayor Jacobs would “bully” Town staff in a public forum. Commissioner Hodgkins expresses that Commissioner Jacobs likes to demean others publicly.
- Commissioner Hodgkins recounts incidents where Commissioner Jacobs would call Town staff up to the podium and ask “demeaning questions” that the Town staff would not be able to answer. Commissioner Hodgkins describes these exchanges as “very belittling” and an “attack” on Town staff. Commissioner Hodgkins identified the following Town employees as being persons who Commissioner Jacobs belittled:
 - **Harry Taubenfeld, Former Town Finance and Budget Director**
 - Commissioner Hodgkins explains that Commissioner Jacobs and Taubenfeld had a dispute over the budget amount necessary to start a Town Police Department.
 - Commissioner Hodgkins recalls a meeting where Commissioner Jacobs was “pushing [Taubenfeld’s] buttons” and Taubenfeld responded using “bad language.”
 - **Yolanda Menegazzo, Former Town HR Director**
 - Ms. Menegazzo left the Town’s employment about seven (7) months after Commissioner Hodgkins joined the Town Commission.
- Commissioner Hodgkins stated that at a Town Commission Meeting, Ms. Menegazzo was at the podium and stated that she could no longer work at the Town because of the hostile work environment and how belittling Commissioner Jacobs was to staff. Commissioner Hodgkins reports that even at this meeting, he had to tell Commissioner Jacobs he was

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“out of line” and was belittling Ms. Menegazzo. He states that then Town Vice Mayor Reynold Dieuville spoke up and told Commissioner Jacobs to “tone it down.”

- Commissioner Hodgkins states that his attempt to convince Ms. Menegazzo to stay with the Town was unsuccessful.
 - **Melissa Anderson, Former Town Attorney**
 - Commissioner Hodgkins describe Ms. Anderson as “really nice” and “always available.”
 - Commissioner Hodgkins states that Commissioner Jacobs “gay bash[ed]” Attorney Anderson on social media last year. He states that Commissioner Jacobs sent a homophobic video describing gay women to the Town Manager as a joke, and inadvertently sent it to Attorney Anderson and other Town employees as well.
 - Commissioner Hodgkins states that he stopped Commissioner Jacobs on the Town Commission dais from belittling the Attorney Anderson many times, and has told Commissioner Jacobs that he cannot preclude Attorney Anderson from speaking. However, Commissioner Hodgkins relates that Commissioner Jacobs does not acknowledge him much.
 - **Babette Friedman, Former HR Director**
 - Commissioner Hodgkins described Ms. Friedman as “one of the better HR directors” the Town has had and noted that Ms. Friedman did not last long.
 - Commissioner Hodgkins reports that Ms. Friedman was very good at her job and was “one of the more highly educated” Town staff. He expressed that Commissioner Jacobs has belittled Ms. Friedman on the dais and would constantly question her about why it was taking her so long to fill positions even when Ms. Friedman was being efficient.
 - Commissioner Hodgkins explains that it is the way Commissioner Jacobs goes about handling situations that is problematic. He does not ask questions or for information, but tells others his position in an attempt to be demeaning.
 - Commissioner Hodgkins states that Commissioner Jacobs has made Ms. Friedman cry. He explains that he saw Ms. Friedman crying in her office and when he inquired about why she was crying, Ms. Friedman informed him that she had a meeting with then-Mayor Jacobs and he was “nasty to her.” Commissioner Hodgkins reports that Ms. Friedman did not want to expound further on what occurred during the meeting, but he consoled her by telling her not to let the situation get to her.

- **Marlen Martell, Town Clerk**
 - Commissioner Hodgkins states that Commissioner Jacobs “went after the Clerk for a while, then backed off.” He notes that Commissioner Jacobs has been very hostile toward Ms. Martell. Commissioner Hodgkins noted an instance when Commissioner Jacobs would consistently submit 70 public records requests and then would belittle the Town Clerk at every Commission Meeting, questioning why he has yet to receive his requests, knowing that his requests were voluminous.
 - Commissioner Hodgkins relates that in the past two (2) Town Commission meetings, Commissioner Jacobs has accused the Town of keeping information from him, and has pressed the Town Clerk about him still not having the information he requested.

Marlen Martell

- Ms. Martell said she did not observe Commissioner Jacobs bullying Mr. Pakula.

J.C. Jimenez

- Mr. Jimenez recalls Commissioner Jacobs “bullying and creating a hostile work environment” for Ms. Friedman from the Town Commission dais and states that this has happened a number of times.

3. Retaliation

Ms. Friedman alleges in her complaint that she has been the victim of Commissioner Jacobs’ retaliatory conduct. The statements of the respective persons interviewed by the Law Firm testimonies deemed pertinent to the allegations that Commissioner Jacobs engaged in retaliatory conduct towards Ms. Friedman are detailed below.

Babette Friedman

- Ms. Friedman expresses that at the time of this interview, the Town is unaware that she has found new employment because she is afraid Commissioner Jacobs will try to sabotage her new opportunity.
- On March 26, 2023, Commissioner Jacobs called the then-Town Manager, J.C. Jimenez, inquiring about the Town’s website and the change of title of one of the two Town employees who were also complainants alleging improper conduct by another former Town employee. Ms. Friedman states that Commissioner Jacobs “went after” the two complainants, including confronting them about why their titles had been changed. Ms.

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Friedman reports that she explained to Commissioner Jacobs that the change of the complainants' roles was due to the sexual harassment investigation.¹⁴

- At some point in March of 2023, Ms. Friedman reports that she warned Commissioner Jacobs to be careful of his actions during the investigation because they could be perceived as retaliation.
- Ms. Friedman states that the two employees/complainants and others came to the HR department and actually cried to Ms. Friedman after their perceived hostile confrontation with Commissioner Jacobs.
- Ms. Friedman reports that the Town Manager told her that Commissioner Jacobs was going after her and wanted her fired. She states that Commissioner Jacobs sent an email to the Town Manager asking him to fire Ms. Friedman during her probationary period.
- Ms. Friedman recounts an interaction between Commissioner Jacobs and Joseline Ramirez, the Town's Chief Code Compliance Officer ("Code Compliance Officer"), concerning Commissioner Jacobs' family's need for a Town permit to operate a coffee trailer within the Town jurisdiction. Ms. Friedman states that the Town Manager told the Code Compliance Officer to speak with Commissioner Jacobs. According to Ms. Friedman, the Code Compliance Officer spoke to Commissioner Jacobs' wife and informed her they needed a permit. Ms. Friedman states that, at that time, Commissioner Jacobs drove by "ranting and raving" at the Code Compliance Officer. She states that the Code Compliance Officer then went to the Town Manager hysterically crying and expressed that she hates coming to her job. Ms. Friedman reports that she told Ms. Ramirez to stay home and that if she needed the rest of the week, she could take it.
- Ms. Friedman reports that Commissioner Jacobs has made a recent post that she perceives as a threat. The post was of a hat that read, "I identify as a threat my pronouns are try me." She states that posts like these do not make her or her co-workers comfortable.
- Ms. Friedman reports that on June 14, 2023, HR had items to be placed on the consent agenda regarding the redrafting of some portions of the HR section in the Town's Code of Ordinances, which Commissioner Jacobs then asked that all the items be pulled from the consent agenda. She states that when she asked Commissioner Jacobs if he had any questions, he responded by opening a bag of popcorn and then voted no on both HR

¹⁴ Ms. Friedman explained that Commissioner Jacobs was "very close" with Miguel Nunez. She noted that you can always find Commissioner Jacobs in the Building department or the Police department.

items. Ms. Friedman reports that since April 12, 2023, Commissioner Jacobs has voted against all items from HR.

Mayor Ashira Mohammed

- Mayor Mohammed asserts that if a Town employee said “no” to Commissioner Jacobs, he would go after them.

Vice Mayor Eric Morrisette

- Vice Mayor Morrisette states that Commissioner Jacobs retaliates on the Town Commission dais all the time. He states that Commissioner Jacobs constantly asks for internal files and complains about not getting them in a timely manner despite knowing the Town does not have the employee staff manpower to provide the volume of documents within the requested period of time. Vice Mayor Morrisette reports that he has confronted Commissioner Jacobs on the Town Commission’s dais about this behavior, noting that Commissioner Jacobs has requested documents from twenty to thirty years ago.
- Vice Mayor Morrisette reports that Commissioner Jacobs is “very vindictive” against Howard Clark, who has told him he is so afraid of Commissioner Jacobs that he has installed security cameras around his mobile home to the point that it “looks like Fort Knox.”

4. Safety Concerns

The complaints contain allegations highlighting Town employee perceptions of personal and or public safety associated with Commissioner Jacobs’ conduct as a credible threat. The statements of the respective persons interviewed by the Law Firm testimonies deemed pertinent to the allegations that Commissioner Jacobs conduct has created actionable and reasonable cause to believe that he is a legitimate threat to the personal and public safety of Town employees and officials are detailed below.

Mark Pakula

- Mr. Pakula asserts that he fears for his safety because Commissioner Jacobs can become “unhinged” in seconds. Mr. Pakula recounts a Town Commission meeting in which Commissioner Jacobs left the Commissioner dais and then came back. Mr. Pakula states that, at that moment, he felt Commissioner Jacobs could do anything.

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- Mr. Pakula states that [as a result of Commission Jacobs' actions] he is traumatized and no longer wants to be at the Town. He expresses his belief that metal detectors should be present at the Town.
- Mr. Pakula reports that while he was in HR's office, another Town employee inquired of him if he saw the social media posts posted by Commissioner Jacobs on his Commissioner page, which read, "and they will die with the lie."
- Mr. Pakula reports his observation of another social media post by Commissioner Jacobs that states, "y'all keep messing around, and y'all shall find out."

Babette Friedman

- Ms. Friedman reports that the posts from Commissioner Jacobs were the last straw for her and she feels the need to get the police involved. Ms. Friedman states that she went to Mark Pakula and shared with him that she was not feeling safe. She stated that she told Mr. Pakula that she was going to see the Town Manager to file a complaint because the Town Manager had advised her to put her complaint in writing. She also spoke to her family about her making a complaint and then went to Broward Sheriff's Office ("BSO"), West Park and filed a police report. Ms. Friedman states that the police report was filed regarding Commissioner Jacobs' June 16th social media post. She reports that BSO took her statement and referred the case to the Public Corruption Unit. She says BSO told her that they would speak with the Broward OIG office and that someone would reach out to her.
- Ms. Friedman reports that she feels unsafe with Commissioner Jacobs' access to the buildings at Town Hall. She expresses that she is fearful whenever she shows up in the building or when she sees his truck arrive. Ms. Friedman states her belief that Commissioner Jacobs is "a credible threat" and that "he's threatening her." She stated that because of Commissioner Jacobs' behavior, other employees think it is okay to do the same.
- Ms. Friedman reports that on May 27, 2023, Commissioner Jacobs made a Facebook post stating "Die with the Lie." She states that the post startled her and caused her to wonder if Commissioner Jacobs intended to hurt her. She says she spoke with the Town Manager and asked if the post would be considered a threat. Ms. Friedman states that Mayor Mohammed received it as a threat based on Commissioner Jacobs' erratic behavior. After this post, Ms. Friedman stated that "they started feeling fear." Ms. Friedman states that the fear began around the time that the Town Manager told her that he would walk her to her car after Town Commission meetings.

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- Ms. Friedman states that her father too told her to be careful, and requested that she made sure someone was with her at all times and advised her against staying at work late. Ms. Friedman shared her knowledge that the Town Clerk's husband had advised the Town Clerk of the same thing. She reports that if the Town Clerk or Ms. Friedman left the Town property, the other did as well because they both often left Town late.
- Ms. Friedman reports that because Commissioner Jacobs made yet another Facebook post on June 15, 2023, which stated, "Y'all keep messing around... and y'all shall find out!!!", she took the following actions:
 - Ms. Friedman and IT Director Mark Pakula both spoke to law enforcement.
 - Her family members began calling her when she arrived at work and also when she left, and encouraged her to consider keeping her gun in her car. If Ms. Friedman did not answer a call from her family members, they became worried.
 - Ms. Friedman no longer communicates directly with Commissioner Jacobs but would rather communicate through the Town Manager.

Mayor Ashira Mohammed

- Mayor Mohammed reports that because of Commissioner Jacobs' conduct, she is fearful that her child will be accessible and is fearful of putting her child in school.

Vice Mayor Eric Morrisette

- Vice Mayor Morrisette states that Commissioner Jacobs is so aggressive that several ladies [Town employees] requested a police escort after work because they feared him. Vice Mayor Morrisette reports that he has not witnessed Commissioner Jacobs being violent but states that they [Town employees and officials] are encouraged by the police to report it when they see these kinds of behaviors.
- Vice Mayor Morrisette states that Marlen Martell, the Town Clerk, and Melissa Anderson, former Town Attorney, were threatened by Commissioner Jacobs. He states that the Town Clerk told him that she is "so scared of him", referring to Commissioner Jacobs.
- Vice Mayor Morrisette said that Commissioner Jacobs has accused Mr. Pakula of being incompetent. Vice Mayor Morrisette expresses his disagreement, noting that Mr. Pakula does a very good job and is not afraid of Commissioner Jacobs.

Marlen Martell

- Ms. Martell states that she, along with the Town Mayor and Babette Friedman, are all afraid for their lives. She reports that the former Town Attorney, Melissa Anderson, was also fearful and noted that Commissioner Jacobs targets women more than men.
- Ms. Martell expresses concerns for her safety whenever Commissioner Jacobs is opposed. She states that there is just something that makes you feel like he can hurt you.
- Ms. Martell recounts an instance where she was “so nervous [she] got to work before 8 am.” She further states that she ran out of her office and told Ms. Friedman, “I am scared for my life, I am going to Warner’s office.” Ms. Martell explains that she felt that Commissioner Jacobs would “come and shoot [her].” She says that, at the time, she thought he would shoot her in her face.
- Ms. Martell reports that she has not seen Commissioner Jacobs with a gun, but stated that maybe this was due to his tenure in the Navy. She further stated that Commissioner Jacobs “is out of control and want[s] control.” Ms. Martell said she can imagine that Commissioner Jacobs has a weapon because he is a former police officer, but is unsure.
- Ms. Martell noted an instance when Commissioner Jacobs walked out of the Town Chambers and would not leave his truck. She states that everyone was in fear for their lives and that the Town Mayor expressed this aloud. Ms. Martell reports that Commissioner Jacobs hates her and the Town Mayor.
- Ms. Martell says that she told Melissa Anderson, the former Town Attorney, that she felt threatened and was in fear of her life. Ms. Martell reports that she has lodged complaints with the past and present (at the time of the interview) Town Manager.
- Ms. Martell states that Commissioner Jacobs “is a danger” because he does not have control over certain things at the Town.
- Ms. Martell also voices her concern that Commissioner Jacobs has access to and can walk into any Town building or office at any time.
- Ms. Martell reports that she spoke to the Town Commissioners and told them she did not feel safe. The Town Commission had the Chief of Police walk Ms. Martell to her car because Ms. Martell will not walk to her car alone. Ms. Martell states that she has had this conversation with the Town Attorney as well.

J.C. Jimenez

- Mr. Jimenez is unsure if there were any interactions between Mr. Pakula and Commissioner Jacobs, but knows that Commissioner Jacobs expressed discontent with Mr. Pakula. Commissioner Jacobs alleged that Mr. Pakula was monitoring emails and phone calls.

IV. LEGAL ANALYSIS AND CONCLUSIONS

1. Hostile Work Environment

a. Florida Law

Under Title VII, it is unlawful for an employer “to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin.” 42 U.S.C. § 2000e–2(a). In order to prove a hostile work environment, a plaintiff must demonstrate:

(1) that he or she belongs to a protected group; (2) that the employee has been subject to unwelcome sexual harassment, such as sexual advances, requests for sexual favors, and other conduct of a sexual nature; (3) that the harassment must have been based on the sex of the employee; (4) that the harassment was sufficiently severe or pervasive to alter the terms and conditions of employment and create a discriminatorily abusive working environment; and (5) a basis for holding the employer liable.

Reeves v. C.H. Robinson Worldwide, Inc., 594 F.3d 798, 808 (11th Cir.2010) (*en banc*).

In reviewing a case involving a claim of hostile work environment, “the evidence of harassment is considered both cumulatively and in the totality of the circumstances.” *Id.* “Either severity or pervasiveness is sufficient to establish a violation of Title VII.” *Id.* (emphasis in original). “In evaluating allegedly discriminatory conduct, we consider its frequency ...; its severity; whether it is physically threatening or humiliating, or a mere offensive utterance; and whether it unreasonably interferes with an employee's work performance.” *Id.* at 808–09 (quotation omitted). *See also Bruno v. Monroe County*, 383 Fed. Appx. 845 (11th Cir. 2010).

In order to prove discrimination, the plaintiff must demonstrate that “the environment was both subjectively and objectively hostile.” *Id.* at 809. “The employee must subjectively perceive the harassment as sufficiently severe and pervasive to alter the terms or conditions of employment, and this subjective perception must be objectively reasonable.” *Id.* (quotation omitted). “The objective severity of harassment should be judged from the perspective of a

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reasonable person in the plaintiff's position, considering all the circumstances." *Id.* (quotation and alteration omitted). "As the Supreme Court has observed, '[t]he real social impact of workplace behavior often depends on a constellation of surrounding circumstances, expectations, and relationships which are not fully captured by a simple recitation of the words used or the physical acts performed.'" *Id.* at 810 (quoting *Oncale v. Sundowner Offshore Services, Inc.*, 523 U.S. 75, 81–82, 118 S.Ct. 998, 1003, 140 L.Ed.2d 201 (1998)).¹⁵

Isolated incidents are not discriminatory changes in term of conditions of employment.¹⁶ "A series of sporadic, isolated incidents in which managers verbally disagreed with plaintiff or criticized her job performance ... falls well short,...of describing discriminatory conduct that is objectively threatening, intimidating, humiliating or harassing, let alone so severe or pervasive, as to render [plaintiff's] hostile work environment claims plausible."¹⁷ As recently explained in *Torres v. Pasco Cnty.*, Fla., No. 8:21-CV-892-TPB-JSS, 2022 WL 7125207, at *8 (M.D. Fla. Oct. 12, 2022), appeal dismissed sub nom. *Torres v. Pasco Cnty. Bd. of Commissioners*, No. 22-13532-A, 2022 WL 18283284 (11th Cir. Nov. 17, 2022):

"Title VII is not a civility code." *Trask v. Sec., Dep't of Vet. Aff.*, 822 F.3d 1179, 1195 (11th Cir. 2016) (internal quotation omitted). Rather, Title VII prohibits harassing behavior only when it "discriminates based on a protected category." *Reeves v. DSI Sec. Servs., Inc.*, 395 F. App'x 544, 546 (11th Cir. 2010) (internal citations omitted); *Whitehurst v. Liquid Envtl. Sols., Inc.*, 45 F. Supp. 3d 1328, 1343 (M.D. Fla. 2014) ("The touchstone of a hostile work environment claim is the presence of ... harassment based on a protected characteristic."). "[O]nly conduct that is 'based on' a protected category [...] may be considered in a hostile work environment analysis." *Jones v. UPS Ground Freight*, 683 F.3d 1283, 1297 (11th Cir. 2012) (finding that leaving bananas on a black man's truck was sufficiently based on race). A failure to show that the harassment is based on the employee's protected status is "fatal" to a plaintiff's claim. See *Trask*, 822 F.3d at 1196; *Belton v. U.S. Dep't of Agric.*, Case No. 6:17-cv-989-Orl-40TBS, 2019 WL 1130008, at *6 (M.D. Fla. Mar. 12, 2009) (explaining that a plaintiff's conflicts and confrontations with her employer "add no support to her hostile work environment claim" where they are "not based on a protected category").

Id. at *8.

¹⁵ *Miller v. Kenworth of Dothan*, 277 F.3d 1269, 1275 (11th Cir. 2002); *Thomas v. Seminole Elec. Coop. Inc.*, 775 F. App'x 651, 655 (11th Cir. 2019); *Richardson v. Petasis*, 160 F. Supp. 3d 88, 123 (D.D.C. 2015).

¹⁶ *Id.*

¹⁷ *Marcus v. Barilla Am. NY, Inc.*, 14 F.Supp.3d 108, 113 (W.D.N.Y. 2014).

b. Analysis of Facts and Conclusion as to Pakula Complaint

Applying these legal standards to Mr. Pakula's complaint, it is the independent finding and conclusion of this Law Firm that it is more likely than not that Mr. Pakula's allegations that Commissioner Jacobs' "behavior is toxic and creates a hostile work environment" lacks a material factual basis sufficient to establish a violation of the state or federal law¹⁸. Simply put, the material factual evidence adduced in the course of this investigation, including the witness statement received from Mr. Pakula provides no evidentiary support sufficient to demonstrate that he belongs to a protected class as required under applicable law.

c. Analysis of Facts and Conclusion as to Friedman Complaint

Facts

The facts gathered during the course of the Law Firm's investigation include the interviews of Ms. Friedman, along with several other former or present Town employees. In her complaint, Ms. Friedman asserts that she considers Commissioner Jacobs' "behavior harassing..."¹⁹ During her interview, Ms. Friedman shared that Commissioner Jacobs' behavior was particularly "harsh against women in power." She stated that Commissioner Jacobs has an "aggression towards women." She shared specific examples of women to whom Commissioner Jacobs exhibited harsh behavior, which include the former HR Directors, the former Town Planner, the Town Clerk, the former Town Attorney and Mayor Mohammed. The interview statement that the Law Firm received from Mayor Mohammed further supports Ms. Friedman's assertion on this point. Mayor

¹⁸ The Law Firm also notes that the Town's Employee Handbook:

[C]odified its obligation to protect individuals from discrimination, harassment, and other workplace behaviors in its Employee Handbook,¹ which provides that it "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." See *Town of Pembroke Park Employee Handbook – December 2021 (Handbook)*, p. 3.

¹⁹ The Handbook explicitly addresses workplace harassment and provides that "*Harassment is a form of employment discrimination . . . Harassment is unwelcome conduct that is based on race, color, religion, sex-gender (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where: A) Enduring the offensive conduct becomes a condition of continued employment, or B) The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.*" *Handbook*, pp. 4-5. It further expounds upon Harassment, and provides: "To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people. Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, isolation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance." *Handbook*, p. 5.

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Mohammed stated that Commissioner Jacobs “goes after black women, but women in general.” She provided an antidotal note that Commissioner Jacobs started having issues with the former Town Clerk, Natasha Joseph, who was employed with the Town for years.²⁰

Ms. Friedman also shared that on June 14, 2023, the day that Commissioner Jacobs was censured, he stated that he did not recall calling Ms. Friedman a Nazi because he has family members and friends who are Jewish, but he has another four (4) letter word he would use to describe her. Ms. Friedman shared that she knew what Commissioner Jacobs meant because he has a habit of using the “C” word.²¹ Ms. Martell, in her interview statement to the Law Firm, provided corroboration on this subject. She reports that while on the Commission dais, Commissioner Jacobs said he had a choice word to describe Ms. Friedman, and it starts with a “C.” In the same interview, Ms. Martell also stated that another Town employee, Nazly Cardona, is a neighbor of Commissioner Jacobs, and he is “making her [Ms. Cardona’s] life miserable.” Ms. Friedman also stated that Commissioner Jacobs has called the Town Attorney “the word” in text messages and has said it in other meetings with directors. In his statement to the Law Firm, Town Manager Jimenez corroborated Ms. Friedman’s account when he recounted that in his presence, Commissioner Jacobs had referred to the former Town Attorney, Melissa Anderson, as a “cxxt” and an “old dog that needs to be put down.”

In his interview with the Law Firm, Mr. Pakula voiced his belief that Commissioner Jacobs “hated [former] Town Attorney Melissa Anderson with a passion and uses the word “cxxt” when referring to her. Mr. Pakula recalled that in late Fall/early Spring of 2023, while in the Town Manager’s office, Commissioner Jacobs stated that he could not meet with Mr. Pakula because of that “fXXXing cXXt attorney.” Mr. Pakula also offered that former town planner, Heidi Siegel, was subjected to Commissioner Jacobs’ “bad behavior towards women.” Mr. Pakula added further context on the subject, stating that during a meeting regarding staffing of the Town Police Department, Debra White (a Town consultant) advised that a suggestion made by David Howard²² would create a police safety issue and is a “recipe for disaster” because the officers would be overworked. Mr. Pakula reports that Commissioner Jacobs “lost it”, and then asked Ms. White why she was there and told her to “get the fxxk out”.

d. Analysis and Conclusion

Applying the facts to legal standards associated with Ms. Friedman’s claim of harassment, while it is undisputed that she belongs to a protected group, the material facts adduced during

²⁰ Mayor Mohammed shared that Commissioner Jacobs started “picking” on Ms. Joseph because he did not think he was official since Ms. Joseph did not supply him with business cards. Ms. Joseph was subsequently terminated in Christmas. Mayor Mohammed shared that Commissioner Jacobs subjected Ms. Joseph to alcohol testing, and even had the locks broken on her office door.

²¹ By the “C” word Ms. Friedman stated that she meant the word “cunt”.

²² At all times material to the Law Firm’s investigation, David Howard is the Town’s former Chief of Police.

the Law Firm's investigation are inconclusive on the question of whether the facts alleged support a reasonable conclusion that Ms. Friedman has been subject to unwelcome sexual harassment, such as sexual advances, requests for sexual favors, and other conduct of a sexual nature sufficient to satisfy the second element necessary to prove a claim of hostile work environment. At the same time, the above-referenced facts plainly suggest an objectively reasonable basis upon which Ms. Friedman may subjectively perceive the harassment as sufficiently severe and pervasive to alter the terms or conditions of employment. Here, the evidence is entirely undisputed and replete to establish that many of the Town employees, notably women, cited Commissioner Jacobs' conduct as a principal reason for severing their employment relationship with the Town. However, as the above legal precedent makes clear, "Title VII is not a civility code." *Trask v. Sec., Dep't of Vet. Aff.*, 822 F.3d 1179, 1195 (11th Cir. 2016) (internal quotation omitted). Rather, Title VII prohibits harassing behavior only when it "discriminates based on a protected category." Again, the Law Firm's inconclusive finding on this claim is primarily hinged on the paucity of material evidence to support a finding that Ms. Friedman has been subject to unwelcome sexual harassment, such as sexual advances, requests for sexual favors, and other conduct of a sexual nature by Commissioner Jacobs.

2. Violation of Town Conduct Guidelines

a. Town Conduct Guidelines

Pertinent parts of the Conduct Guidelines are set forth in Paragraph 3 relating to "Elected and Appointed Officials' Conduct with Town Staff" as follows:

Governance of the Town relies on the cooperative efforts of elected officials, appointed officials and Town staff. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) Treat all Town staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Town staff or appointed officials is not acceptable and will not be tolerated.

(b) Do not disrupt Town staff from their jobs.

Under a commission form of government, elected officials in their official capacity, will interact with staff. However, elected and appointed officials should not direct staff, nor should they interrupt staff while they are in meetings, the phone, were engrossed in performing the job functions order to meet the official's individual needs. Elected and appointed officials should not attend Town staff meetings unless requested by staff. Even when the elected or appointed official

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does not say anything at a staff meeting, his or her presence implies support, shows partiality, may intimidate staff, and hamper staff's ability to do their job objectively.

(c) Never publicly criticize an individual employee.

Elected and appointed Town officials should never express concerns about the performance of a Town employee in public, to the employee directly, or to the employee's supervisor. Comments about staff performance should only be made to the Town Manager through private correspondence or conversation.

Town Code of Conduct- Resolution 2020-090,²³ at 4.

b. Analysis of Facts and Conclusion

Pursuant to the Town's Conduct Guidelines for elected officials, the Town Commission is expected to treat all Town staff as professionals. Poor behavior towards Town staff is expressly prohibited. Both Ms. Friedman and Mr. Pakula, both of whom are Town employees, alleged in their respective complaints, which was also supported in sufficient factual detail as set forth in their respective in-person interviews with the Law Firm, that a material factual basis to establish that Commissioner Jacobs engaged in conduct which violates Section 3 of the Town's Conduct Guidelines. Additional material factual evidence was also received from several other former and present Town employees that corroborated the allegations in both Mr. Pakula and Ms. Friedman's complaints concerning Commissioner Jacobs' violation of Sections 3(a), (b), and (c) of the Town's Conduct Guidelines. Specifically, both Complainants have, without question, demonstrated sufficient fact to support a finding that Mr. Jacobs consistently exhibited poor behavior and that his interaction with each complainant, failed to conform with the Town Conduct Guidelines that require clear honest communication that respects the abilities, experience and dignity of Mr. Pakula and Ms. Friedman respectively. The evidence is also undisputed that Commissioner Jacobs also violated the provision of the Town's Conduct Guidelines that prescribes against disrupting Town staff from their jobs. Most notably, the

²³See Section 166.041, F.S., - Procedures for adoption of ordinances and resolutions.—

(1) As used in this section, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

(a) "Ordinance" means an official legislative action of a governing body, which action is a regulation of a general and permanent nature and enforceable as a local law.

(b) "Resolution" means an expression of a governing body concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the governing body.

material factual evidence further provides ample support for the conclusion that Commissioner Jacobs consistently, with a manifest level of disdain, violated that portion of the Town Conduct Guidelines, which mandate that Elected officials should “never express concerns about the performance of a Town employee in public, to the employee directly, or to the employer’s supervisors. Comments about staff performance should only be made to the Town Manager through private correspondence for conversation. Factual evidence adduced during the Law Firm’s investigation includes sufficient evidence from Mr. Pakula and Ms. Friedman establishing that Commissioner Jacobs consistently engaged in a pattern that often brought the weight of his public criticism during town Commission meetings against particular employers concerning their performance, including each of the Complainants. The material evidence establishes that such public criticisms from Commissioner Jacobs also included instances of his references that certain adverse action should be taken against both Ms. Friedman and Mr. Pakula. The material evidence further adduced by the Law Firm during this investigation includes certain social media posts apparently dated June 15, 2023 and June 16, 2023, on Commissioner Jacobs’ Facebook account which criticized both Ms. Friedman and Mr. Pakula and also included photographs of them.

3. Retaliation

Retaliation from a city commissioner to city staff generally refers to adverse actions taken in response to staff members engaging in protected activities. These activities can include reporting violations of law, discrimination, or other issues related to the city's operations. However, not all adverse actions taken by city commissioners against city staff constitute retaliation. If the city has a legitimate, non-discriminatory reason for an adverse employment action, it may not be retaliation.

a. Florida Law

The Florida Whistleblower Act, § 448.102(3), Fla. Stat. (“FWA”) states that, “An employer may not take any retaliatory personnel action against an employee because the employee has: ... (3) [o]bjected to, or refused to participate in, any activity, policy, or practice of the employer which is in violation of a law, rule, or regulation. § 448.102(3), Fla. Stat. To establish a *prima facie* case under the FWA, a plaintiff must make a three-part showing: “(1) that there was a statutorily protected expression; (2) that an adverse employment action occurred; and (3) that there was a causal link between the participation and the adverse employment action.” *Pinder v. Bahamasair Holdings Ltd., Inc.*, 661 F. Supp. 2d 1348, 1351 (S.D. Fla. 2009) (citation omitted); *Trigo v. City of Doral*, 663 F. App'x 871, 873 (11th Cir. 2016).

“The EEOC, to which Florida courts defer in interpreting any ambiguity in Title VII... states that while ‘[t]he most obvious types of retaliation are denial of promotion, refusal to hire, denial of job benefits, demotion, suspension, and discharge’ and ‘[o]ther types of adverse actions include threats, reprimands, negative evaluations, harassment, or other adverse treatment, ...

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[s]uspending or limiting access to an internal grievance procedure also constitutes an “adverse action.” 2 EEOC Compliance Manual, Section 8, Retaliation, Chapter II, Part D, § 1 (May 20, 1998). *Donovan v. Broward Cnty. Bd. of Comm'rs*, 974 So. 2d 458, 459–60 (Fla. 4th DCA 2008).

“To establish a prima facie claim for retaliation under Title VII, plaintiff must demonstrate that: (1) he engaged in statutorily protected activity, (2) he suffered an adverse employment action, and (3) there is a causal relation between the two events. *Guess v. City of Miramar*, 889 So.2d 840, 846 (Fla. 4th DCA 2004).” *Id.*

The *Donovan* court explained its view of an adverse employment action by stating:

Nevertheless, the Supreme Court has recently expanded the definition of “adverse employment action” for purposes of a Title VII retaliation claim. In *White*, the Court clarified that **an employee need only show that “a reasonable employee would have found the challenged action materially adverse.”** 126 S.Ct. at 2415. In other words, the materially adverse employment action would discourage a reasonable employee from making or supporting a charge of discrimination. *Id.*

Significantly, the Supreme Court concluded that “the anti-retaliation provision does not confine the actions and harms it forbids to those that are related to employment or occur at the workplace.” Rather, **any action, whether or not directly related to work, can form the basis of a retaliation claim, so long as a “reasonable employee” would consider the action to be “materially adverse.”**

Donovan, 974 So. 2d at 460. (Emphasis added.)

b. Town of Pembroke Park Investigation Procedures

“The Town has a zero-tolerance policy with regard to retaliation.” Town Investigation Policy, at 1. This zero-tolerance policy applies to Town employees, Town Manager, Human Resources Director, Town Attorney and Town Commissioners. *Id.*

The Town’s policy further explains that:

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

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retaliatory conduct will be subject to discipline, up to and including termination from employment. If any 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.

Id. at 1-2.

The Investigation Procedures also include the following prohibition on interference/intimidation:

Employees and individuals are prohibited from interfering with an investigation. Employees and individuals are prohibited from intimidating or questioning victims, witnesses, complainants, for anyone involved in an investigation. There is a wide scope of behavior that can be considered interference for intimidation. Town manager will determine whether interference or intimidation during an ongoing investigation has occurred. Violating the above policies regarding retaliation and confidentiality is regarded as interfering with an investigation

c. Analysis of Facts

Ms. Friedman alleged that she was being retaliated against for bringing forward two complaints against the Former Chief Building Official, terminating a probationary employee, and reporting a hostile work environment. Ms. Friedman shared that in March of 2023, Commissioner Jacobs called the then Town Manager, J.C. Jimenez, inquiring about the Town's website and the change of title of one of the two Town employees who were complainants alleging improper conduct by a former Town employee. Ms. Friedman states that Commissioner Jacobs "went after" the two complainants, including confronting them about why their titles had been changed. Ms. Friedman later warned Commissioner Jacobs that he should be careful of his actions during the investigation because it could be perceived as retaliation. Mr. Jimenez stated that he had to send an email to then-Mayor Jacobs advising him to refrain from reaching out to Town employees because he could be creating a hostile work environment.

Ms. Martell shared that the Town Commission approved the investigations against Commissioner Jacobs because Ms. Friedman spoke up for Town employees in May 2023 by requesting an investigation against him. Ms. Friedman's allegation in the complaint here asserts that after requesting the Commission to open an investigation against Commissioner Jacobs, she has been "attacked at every meeting, every event, and on social media." This claim has been corroborated by Mayor Mohammed, who shared that Commissioner Jacobs goes after Ms. Friedman at every meeting. Ms. Friedman stated that at a Town Commission Workshop meeting on May 24, 2023,

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Commissioner Jacobs publicly stated that HR needed to be replaced and continued to speak about the firing of “his people.” Ms. Friedman stated during her interview with the Law Firm that the former Town Manager told her that Commissioner Jacobs was going after her and wanted her fired. Ms. Friedman reports that on June 14, 2023, HR (her department) had items to be placed on the consent agenda regarding redrafting some portions of the HR section in the Town’s Code of Ordinances. She stated that Commissioner Jacobs asked that all the items be pulled from the consent agenda. She shared that when she asked Commissioner Jacobs if he had any questions, he responded by opening a bag of popcorn and then voting against both HR items. Ms. Friedman states that since April 12, 2023, Commissioner Jacobs has voted against all times from HR. Mayor Mohammed shared that if an employee said no to Commissioner Jacobs, he would “go after” them. Vice Mayor Morrisette said Commissioner Jacobs retaliates on the dais all the time.

Ms. Friedman also shared multiple incidents on social media where Commissioner Jacobs has had negative interactions with her. She shared an instance when she joined Commissioner Jacobs’ Facebook Live, and as soon as she joined, Commissioner Jacobs said, “It’s our HR Director; I don’t like you very much. See you at the commission meeting.” She also shared that on May 27, 2023, Commissioner Jacobs made a Facebook post stating, “Die with the Lie.” She states that the post startled her and caused her to wonder if Commissioner Jacobs intended to hurt her. She further shared that Commissioner Jacobs made another Facebook post on June 15, 2023, in which he posted, “Y’all keep messing around... and y’all shall find out!!!” Vice Mayor Morrisette explained that Ms. Friedman shared with him that she was fed up with the “nonstop negative feedback” from Commissioner Jacobs, in which Vice Mayor Morrisette encouraged her to seek special counsel.

The Law Firm notes its conclusion, upon analysis of established legal precedent, that reporting a hostile work environment has been held to be a statutorily protected activity. It is also important to underscore that the Town’s Investigation Policy also expressly states that there is zero tolerance for any retaliation against a person who makes a report. The Law Firm reiterates that Commissioner Jacobs refused the Law Firm’s request for his statement concerning the complaints of both Mr. Pakula and Ms. Friedman. Consequently, this investigation adduced no material factual evidence to contradict or otherwise dispute or challenge the allegations from either complainant. Ms. Friedman states that because of the behavior of Commissioner Jacobs and the workplace environment he created, she felt she had no other option than to resign from her position. Ms. Friedman is no longer an employee of the Town.

Based on multiple witness statements and other evidence gathered during the Law Firm’s investigation, the evidence provides a sufficient material basis to suggest that Commissioner Jacobs took adverse actions against Ms. Friedman after her call for an investigation and additionally because of her actions in causing the investigation of the former Town Building

Official. The evidence corroborates Ms. Friedman's claim of retaliation, and further, that claim is one that a reasonable employee could find to be adverse based on the chain of events.

d. Conclusion

Upon the foregoing and following an examination and analysis of all other facts, circumstances, and evidence gathered by the Law Firm under this Report, it is the independent finding and conclusion of this Law Firm that it is more likely than not that Ms. Friedman's retaliation allegations have a material factual basis sufficient to establish a violation of the Town's policies.

4. Harassment/ Bullying

a. Florida Law

There are no generalized causes of action prohibiting workplace bullying or the creation of a hostile work environment where the plaintiff has not identified that she is a member of a protected group.²⁴ At the same time, the Town's Employee Handbook provides provisions for both harassment and bullying. However, the handbook has no application for the conduct of Elected officials. The Handbook's usefulness here is limited to its definition of "workplace bullying:

The Town will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination. Bullying is defined as repeated, health-harming mistreatment of one or more people by one or more perpetrators. Such conduct includes:

- Threatening, humiliating, or intimidating behaviors.
- Work interference/sabotage that prevents work from being done.
- Verbal abuse.

Such behaviors violate the Town's Code of Ethics and Code of Conduct, as all employees will be treated equally with dignity and respect. The Town considers the following types of behavior examples of bullying:

- Verbal bullying: slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

²⁴ *Daniels v. Am. Airlines Inc.*, No. 19-CV-3110 (MKB), 2022 WL 493573, at *4 (E.D.N.Y. Feb. 17, 2022) ("Because there are no generalized causes of action prohibiting workplace bullying or creation of a hostile work environment where the plaintiff has not identified that he is a member of a protected group, Plaintiff's workplace bullying and hostile work environment claims fail.")

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- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.

Handbook, pp. 5-6. See also *Sexual Harassment Policy and Workplace abuse policies*, pp. 7, 9.

b. Town of Pembroke Park Conduct Guidelines

Sections 3(a) of the Town's Code of Conduct for Elected and Appointed Town Officials respectively provides as follows:

(a) Treat all Town staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. *Poor behavior towards Town staff or appointed officials is not acceptable and will not be tolerated.* Town Code of Conduct- Resolution 2020-090, at 4.

c. Analysis of Facts

While "[b]ullying and harassment have no place in the workplace... unless they are motivated by the victim's membership in a protected class, they do not provide the basis for an action under Title VII."²⁵ Here neither complaint alleges that the alleged bullying and harassment were motivated by their membership in a protected class. Additionally, the accused is not a Town Employee, and thus, the Town's Employee Handbook, in this instance, has no application to this matter.

However, multiple witness testimony has revealed that Commissioner Jacobs has exhibited behaviors that many considered harassing. Ms. Friedman expressed that she felt threatened and harassed along with her co-workers. Mayor Mohammed, as stated before, has expressed that

²⁵ See *Johnson v. City Univ. of N.Y.*, 48 F. Supp. 3d 572, 574 (S.D.N.Y. 2014).

Commissioner Jacobs “goes after” Ms. Friedman in every meeting. Vice Mayor Morrisette said the Chief of Police, Ra Shana Dabney-Donovan, confided in him, and expressed that Commissioner Jacobs harassed her. Mayor Mohammed also shared that Commissioner Jacobs started “attacking” Mr. Pakula at Commission meetings ever since IT was taken away from the Police Department due to a revelation that Commissioner Jacobs and others were making police badges for themselves.

The Town’s policy prohibits poor behavior against Town staff, this would include behaviors a Town staff or elected official might consider to be harassing in nature. Testimony of witnesses which outlines Commissioner Jacobs’ behavior towards multiple Town employees establish a clear violation of Section 3(a) of the Town’s Code of Conduct for Elected and Appointed Officials.

d. Conclusion

Upon the foregoing and following an examination and analysis of all other facts, circumstances, and evidence gathered by the Law Firm under this Report, it is the independent finding and conclusion of this Law Firm that it is more likely than not that allegations of personal harassment (bullying) have a material factual basis sufficient to establish a violation of the Town’s policies, but does not have a sufficient factual basis to substantiate a legal claim.

5. Cyberstalking

a. Florida Law

Under Florida law, to cyberstalk a person means:

To engage in a course of conduct to communicate, or to cause to be communicated, directly or indirectly, words, images, or language by or through the use of electronic mail or electronic communication, directed at or pertaining to a specific person; or [t]o access, or attempt to access, the online accounts or Internet-connected home electronic systems of another person without that person’s permission.

§ 784.048 (1)(d), Fla. Stat. (2023).

A “course of conduct” is “a pattern of conduct composed of a series of acts over a period of time, however short, which evidences a continuity of purpose. The term does not include constitutionally protected activity such as picketing or other organized protests.” *Id.* § 784.048 (1)(b). Stalking occurs when a person “willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person.” *Id.* § 784.048 (2).

b. Analysis of Facts and Conclusion

Ms. Friedman alleges in her complaint that she believes Commissioner Jacobs' social media posts to be cyberstalking. After a review of the posts made from Commissioner Jacobs' Facebook account without additional witness statements, as well as a review of the information and material facts gathered in the course of this investigation, it is inconclusive as to whether Commissioner Jacobs's social media posts would constitute cyberstalking.

V. RECOMMENDATIONS.

1. The Law Firm recommends that the Town Commission consider substitution of the Town Conduct Guidelines, which was adopted by virtue of a Town Commission resolution with a similar code of conduct that is adopted by Town ordinance. This recommended action would then mandate compliance with the proposed ordinance, pursuant to following Sec. 1-13 of the Town's Code of Ordinances - General Penalty; continuing violations:

(a) Whenever in this Code of Ordinances or in any ordinance of the Town any act is prohibited or is made or declared to be unlawful or an offense, or whenever in such Code or Ordinance the doing of any act is required, or the failure to do any act is declared to be unlawful, where no civic ability is provided therefor, the violation of any such provision of this Code or any ordinance shall be punished by a fine not to exceed five hundred (\$500.00) applicable to elected and appointed Town officials.

2. The Law Firm also recommends consideration of adoption of a Town Ordinance that incorporates express prohibitions on workplace harassment and bullying, similar to those found in the Town's current Employee Handbook, but which we recommend be made applicable to the Town's elected and appointed officials.



April 19, 2024

Town of Pembroke Park
ATTN: Mayor Ashira Mohammed
ATTN: Vice-Mayor Eric Morrisette
ATTN: Mr. Geoffrey Jacobs, Commissioner
ATTN: Mr. William R. Hodgins, Clerk Commissioner
ATTN: Ms. Musfika Kashem, Acting Clerk Commissioner
CO: Mr. Aleem Ghany, P.E. Town Manager
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

**Re: Town of Pembroke Park: 2024 Pembroke Park - Parks Master Plan
The BetaJones Group, Inc. Proposal No. 24123**

Kick-off Meeting Agenda

I. PROJECT DESCRIPTION

On May 15, 2022, the Town of Pembroke Park contracted The BetaJones Group under a CCNA Civil Engineering Consultant Services Contract.

On March 27, 2024, the Client contacted the Consultant describing the project scope. The Town of Pembroke Park seeks to obtain a Parks Master Plan for the Town. Currently the Town has 2 Parks:

1. Raymond P. Oglesby Preserve – Approximately 18.75 Acres located at 3115 SW 52nd Avenue, Pembroke Park Florida 33023.
 - a. Planned Improvement – Add an Amphitheatre
 - b. Planned Improvement – Replacement of the Tot's Lot
 - c. Planned Improvement – Renovation or Demo and Build of the Public Works / Parks Building at the Entrance
 - d. Planned Improvement – Add an Splash Pad
 - e. Planned Improvement – Keep the Plant Nursery
 - f. Planned Improvement – Highlight of the Memorial Area
 - g. Other Improvements to be discussed with the town.
2. Howard P. Clark Sr. Linear Park – located at 2901 SW 25th Street, Pembroke Park FL 33009
 - a. A Secondary Strip of this Park is located along a lake within the residential neighborhood on the west side of SW 31st Place just north of SW 25th Street
 - b. Planned Improvement – Demolition of the Existing Bathroom Building's Area
 - c. Planned Improvement – Add a small Government Office Meeting Area / Building
 - d. Other Improvements to be discussed with the town.

II. PROJECT GOALS

1. Parks Master Plan to show a conceptual layout of the agreed upon improvements set forth by the Town's Commission.
 - a. Graphics of All Planned and Optional Improvements
 - b. General Site Plan Investigations to determine infrastructure Improvements and/or Obstacles
 - c. Site Development General Requirements arising out of Park Improvements (i.e. Parking, Bathrooms, drainage, building elevations, infrastructure improvements)

2. Parks Master Plan Report to include.
 - a. An Introduction Section
 - i. Town's History
 - ii. Parks' History
 - b. Parks' Existing Conditions and Amenities
 - c. The Town's Vision
 - d. The Town's Planned Vision of Each Park
 - e. Parks' Proposed Improvements
 - f. Engineer's Opinion of Probable Costs
 - g. Phased Construction and Estimated Probable Design, Permitting, and Construction Timelines

III. PROJECT TIMELINE

IV. PROJECT OPINION OF PROBABLE COST

V. PROJECT DELIVERABLES

1. A Mater Plans Report
2. Master Plans Construction Sized Plans
 - a. Park Layout Master Plan – Black and White with Proposed Improvements (2 Options)
 - b. Park Layout Master Plan – Color with Proposed Improvements (2 Options)
 - c. 3D Colored Sketch of Master Plan
 - d. 3D Colored Sketch of Key Improvements points

Raymond P. Oglesby Preserve Park Improvement Project

THE GRANT

- The Land & Water Conservation Fund Program provides Grants to local governments to develop land for public outdoor recreation use.
- The LWCF Grant is anticipated to open in November 2024 & is available by the U.S. Department of the Interior, National Park Service and administered by the Florida DEP.
- The maximum grant amount from the Program is \$1.5 M with a 50% match requirement from the local government (EXAMPLE: If total project cost is \$3M; the Program will award \$1.5M to the local government & the local government would contribute \$1.5)
- Value of donated land owned by the local government can be used as the match with pre-approval from the DEP. Pembroke Park could be pre-approved.
- The grant will cover:

Recreation areas & facilities	Lighting
Picnic areas	Parking
Trails	Restrooms
Ball fields*	Concession buildings
Tennis & basketball courts*	Landscaping
Playgrounds	
- There is a 3-year completion time that begins with the signing of the award agreement.
- Pre-Development cost would include: cost for project plans prepared & certified by an engineer or architect registered in the state of Florida, environmental assessments for wildlife preservation (6 months), site pre-construction cost, etc.

*These elements are prohibited under the Florida Communities Trust agreement

*** Pre-Development cost for this Project is estimated at \$50,000.

*** Environmental Assessments must commence by June 2024

THE PROJECT PLAN

- i. Preserve Lighting Project:** This item is for engineering design services for the construction of lighting improvement and upgrades at the Preserve. **New LED lighting fixtures** will be installed throughout the Preserve, which will provide an additional measure of illumination and safety. **The estimated cost for these lighting upgrades and engineering is \$250,000. (LWCF) + (CDBG)**
- ii. Concession & Restroom Facility at Preserve (West Side):** This project includes the design and construction of a **new restroom facility located on the west side of the Preserve**. This feature will add to the convenience and enjoyment of the Preserve by the Town residents' that utilize the Park. **The estimated cost for this facility is \$285,000. (LWCF)**
- iii. Capital Improvements for Wellness Program:** This project includes **upgrades to the exercise equipment at each Trail Station as a part of the Wellness Program with upgraded Trail resurfacing**. This attribute will add to the enjoyment of the Preserve by the Town residents' that utilize the Park. **The estimated cost for this equipment is \$50,000. (LWCF)**
- iv. Relocation of Preserve Kid Lot:** This project is to **relocate the Kids Lot in close proximity to the existing Tot Lot**, which will add to the enjoyment of the Preserve by the Town residents and children that utilize the Park. **The estimated cost for this is \$55,000. (LWCF)**
- v. Machinery, Equipment, Vehicles, Trucks:** **General maintenance and replacements costs for vehicles, mowers, trimmers used in the day-to-day maintenance operations**. **Estimated budgeted costs are \$125,000. (Town Budget)**
- vi. The Parthenon at Preserve Park (Amphitheater):** A semicircular, open-air, **covered structure with stage**, extends the Preserve's "recreation only" park into a fully cultural & recreational epicenter within walking distance of all residential & commercial areas of Town. **The structure's multiple usages include, concerts, theater, movie screenings and other performances and gatherings**. **Estimated costs for facility build out is \$2.1M. (LWCF)**
- vii. Splash Pad at Preserve Park:** **A Splash Pad** is an automated colorful area where water is dispersed through varied hoses and buckets with very little standing water, offering a safe environment in which children can play without the risk of drowning. Many design options and theming opportunities offer universal accessibility for all types

of physical abilities. These options can help the Town tie into existing design elements, or create a new sense of place. Cost varies based on size, design, water accessories, etc. **The Towns estimated investment will not exceed \$75,000. (LWCF) + (future FRDAP grants for expansion or upgrades).**

viii. Fitness Court at the Preserve: One of the main facilities coming to the Preserve is a **Fitness Court, a purpose-built recreational environment made for calisthenics, isometric & weight bearing exercises, with ADA standard access.** Most projects are rarely more than \$85.00 per square foot sometimes as low as \$55.00 per square foot. The average cost is approximately \$65.00 per square foot. A 1000 square foot Fitness Court will be \$65,000, (this doesn't include equipment) and will support ample users simultaneously. **The Town's estimated investment will not exceed \$100,000. (LWCF) + (future FRDAP grants for upgrades).**

ix. Social Hubs/Picnic Pavilions (4): Additional **covered pavilions are included in the design plan to encourage more outdoor activity & usage while providing protection from the elements.** Existing pavilions will be upgraded for uniformity and new pavilions will be placed throughout the park. **Estimated cost of 4 pavilions and upgrades to existing structures will not exceed \$150,000. (LWCF) + (future FRDAP grants)**

x. Landscaping: In keeping with the historical traditions of the Town known for its nurseries in its past, **landscape upgrades** and assorted specimens **added to Park foliage will commemorate the Town's traditions while providing shade** & fostering an aesthetically serene environment. **Estimated costs is 150,000. (LWCF)**

xi. Gradient Surfacing: **Installation of environmental gradient** in specified areas to allow parking without committing to permanent asphalt and designates areas for festival vehicles like food trucks.

xii. Expanded Usage: Currently the Preserve is utilized for holiday gatherings and food distributions. Project upgrades will designate the Preserve as the "Epi-center" of our community, fostering a recreational, cultural and wellness environment.

Florida Department of Environmental Protection
Land and Water Conservation Fund Program
FACTS ABOUT LWCF

WHAT IS THE LAND AND WATER CONSERVATION FUND PROGRAM?

The Land and Water Conservation Fund Program (LWCF) is a competitive program that provides grants for acquiring or developing land for public outdoor recreational use. LWCF is a reimbursement grant program.

HOW IS LWCF ADMINISTERED?

The program is administered by the Florida Department of Environmental Protection (DEP) on behalf of the U.S. Department of the Interior, National Park Service (NPS). The Program is governed according to Florida Statutes (F.S.), Florida Administrative Code (F.A.C.) and the LWCF Grants Manual. **In accordance with the LWCF Act, available program funds are contingent upon an annual appropriation to each state by Congress.**

WHO MAY APPLY FOR LWCF FUNDS?

All local governmental entities with the legal responsibility for the provision of outdoor recreational sites and facilities for the use and benefit of the public.

HOW DO I APPLY?

Applicants must submit a completed LWCF grant application, contain both the required State and Federal documentation, during an announced submission period. Applicants may submit only one application during the submission period and the application may contain no more than one project site except for sandy beach access sites.

WHAT IS THE MAXIMUM GRANT AMOUNT?

The maximum grant amount ACQUISITION PROJECTS not to exceed \$1.5 million.
The maximum grant amount DEVELOPMENT PROJECTS not to exceed \$1.5 million

WHAT IS THE LWCF MATCHING RATIO?

The matching ratio is one applicant dollar to one federal dollar for all LWCF grant awards (50% / 50%).

WHAT CAN I USE TO MATCH A LWCF GRANT?

Cash; In-kind services; Value of donated real property in the ratio required to be added to the LWCF funds by the grantee for the project cost which must be pre-approved by DEP.

WHAT MAY LWCF FUNDS BE USED FOR?

Development: Outdoor recreation areas and facilities such as beaches, picnic areas, trails, ball fields, tennis and basketball courts and playgrounds, along with associated support facilities such as lighting, parking, restrooms and landscaping. Enclosed buildings and structures (except restrooms, restroom/concession buildings and bathhouses) are ineligible.

Acquisition: Land for outdoor recreation purposes. No pre-acquired site.

MUST AN APPLICANT OWN THE PROJECT SITE?

For development projects, the applicant must own the project site or lease it from a public agency by the closing date of the application submission period. Land owned or leased by the applicant must be dedicated in perpetuity as a public outdoor recreation area.

Florida Department of Environmental Protection
Land and Water Conservation Fund Program
FACTS ABOUT LWCF

SITE CONTROL:

- 1) **For land owned by the applicant**, submit a copy of the recorded warranty deed that conveyed title to the property, including any attachments. If the property was dedicated via plat, submit a copy of the recorded plat. If there are multiple parcels, submit the deed for each parcel, a map of the parcels, and connect the deeds and the map with reference numbers linking the deed to the relevant parcel. If the property or a portion of it was conveyed by quit claim deed, you will also need to submit an attorney's opinion of title with a title search covering a minimum of 30 years.
- 2) **For land leased by the applicant**, submit a copy of the lease or management agreement. The lease must have a minimum of 30 years remaining on the lease, allow the applicant to dedicate the property, and not be revocable at will. Include all documents. (e.g., deed, lease, etc.)

HOW ARE LWCF GRANTS AWARDED?

Each application is reviewed to determine eligibility. DEP evaluates each eligible application according to the Florida Administrative Code and the LWCF Manual and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Secretary of the DEP for approval. State approved projects are then submitted to the U.S. Department of the Interior, National Park Service for final review and award.

IF AN APPLICANT IS AWARDED LWCF FUNDS, WHAT ARE THE MAJOR REQUIREMENTS?

Project Agreement: DEP and the grantee will enter into an agreement setting forth conditions consistent with DEP policy, Florida Statutes, Florida Administrative Code, Code of Federal Regulations and the LWCF Manual.

Completion Time: The National Park Service provides the period of performance for each project.

Payment Schedule: Grantees will receive LWCF funds on a reimbursement basis.

Project Plans: Development projects shall have final plans prepared and certified by an engineer or architect registered in the State of Florida.

Project Accessibility: A recipient of federal funding may not, directly or through contractual or other arrangements, on the grounds of age, race, color, sex, national origin, physical or mental disability, deny an individual any service or benefit which could otherwise be reasonably provided.

Restrictions: LWCF assisted sites must be dedicated in perpetuity and cannot be converted for any purpose to other than outdoor recreational use. No exceptions (see the conversion clause of the LWCF Manual for details).

SITE DEDICATION: LWCF assisted park land must be dedicated as a public outdoor recreation area **in perpetuity**. Grantees must commit to operate and maintain LWCF assisted public recreation facilities in reasonable repair for a minimum of 25 years after completion of construction to prevent undue deterioration.

LAND ACQUISITION: Unless approved by DEP in advance, formal negotiations for acquisition of a LWCF assisted site may not begin until the grant is awarded by the National Park Service. Grantees may have up to three years to develop the property after purchase.

Florida Department of Environmental Protection
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FACTS ABOUT LWCF

Duplicate Projects: Pursuant to subsection 62D-5.071(4), F.A.C., an applicant may not submit an application for a project site, including phased projects, if the applicant has an active grant agreement on that project site funded under Land and Water Conservation Fund, Recreational Trails Program or Florida Recreation Development Assistance Program. An applicant shall not submit the same application, in whole or in part, under LWCF, RTP, or FRDAP in concurrent or overlapping funding cycles.

APPLICATION PROCESS

- Applications are reviewed by DEP for eligibility and completeness in accordance with the program Rule and the LWCF Manual.
- Upon notification, applicants are allowed a 15-working day deficiency period submittal for corrections.
- Applications are scored and ranked in priority pursuant to LWCF Rule.
- Recommended application list is reviewed and approved by the DEP Secretary.
- DEP submits the projects to State Clearinghouse for approval.
- DEP submits the project applications along with the required Federal Forms and documentation to NPS for review and approval.
- NPS must approve ALL projects prior to the issuance of a Federal Award and execution of the State/Local grant agreements.
- Upon NPS approval, State/Local agreements are developed in accordance with the state and federal application information.

EVALUATION PROCESS

Grant applications are evaluated according to policies and procedures described in Chapter 62D-5, F.A.C. All applicants should be familiar with these policies and procedures. This packet is designed to assist all applicants in presenting the necessary information needed for DEP to evaluate proposed grant applications. Applicants must submit proposals for LWCF grants on application form DRP-121. Failure by an applicant to present all required application information and documentation may result in the application not receiving points or being declared ineligible for funding consideration. Following DEP staff review of the applications, DEP will notify applicants of any deficiencies. Missing or incomplete documentation will usually constitute a deficiency. Applicants must submit requested deficiency information within **fifteen (15) working days from the date of the deficiency notification**. After the deficiency period, DEP ranks all eligible applications in accordance with the evaluation criteria set forth in the LWCF Rule.

ACQUISITION PROJECTS

A request for financial assistance must be for acquisition or development of land for public outdoor recreational purposes. An acquisition application proposal cannot be for land that's been pre-acquired or is in the process of being acquired.

If an applicant is interested in submitting an acquisition project for consideration and the property being sought after is in jeopardy of being sold prior to application review and/or an award being issued by the National Park Service (NPS), then a Waiver of Retro Activity must be completed, requested and approved by NPS before the closing of the application submission cycle and/or the submission of an application. Waivers of Retro Activity are good for just 1-year, which is the date by which NPS approves the request.

Florida Department of Environmental Protection
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An acquisition project approved for funding must be acquired within one (1) year of the effective date of the project agreement and must be developed for public use within three (3) years of completion of the acquisition. **An appraisal prepared to UASFLA/ Yellow Book standards must be submitted with the application. Additionally, the appraiser must be on the approved State of Florida official listing and must meet the uniform appraisal standards for federal land acquisitions.** All appraisals submitted must be reviewed and approved by State of Florida Division of State Lands. The appraisal **must** conform to the *Uniform Appraisal Standards for Federal Land Acquisition* (UASFLA). The standards may be found at: <http://www.usdoj.gov/enrd/land-ack>. Payment of appraisal review fees will be the responsibility of the grantee. These expenses are not eligible for reimbursement under the LWCF program.

DEVELOPMENT PROJECTS

A development proposal should consist of the complete or partial development of the project site. The National Park Service provides the begin and end date by which a project must be completed. A development project, when completed, must be a useable recreation area. A development application may consist of one improvement or a group of related improvements designed to provide primary facilities for outdoor recreation. Secondary or support facilities and improvements for access, safety and protection of the project visitors are viable project components but should not dominate the proposed project. Primary facility costs must be equal to or greater than fifty percent of the total project cost. Support facilities alone do not constitute an eligible project, except projects which provide or improve beach access. Eligible facilities are described in the LWCF Rule and the LWCF Grant Manual.

**Florida Department of Environmental Protection
Land and Water Conservation Fund Program**

2022-2023 LWCF State Application Instructions & Federal Forms Requirements

GENERAL APPLICATION INFORMATION

- Applicants receiving LWCF funds will be required to have a LWCF Grants-in-Aid Manual. This manual may be downloaded from our website: <https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-assistance..>
- The LWCF Federal Financial Assistance Manual v.71 (2021) contains additional guidance on the federal application process. Specific guidance on the federal application process and the documentation that comprise a complete federal application for LWCF grant assistance consideration can be found in Chapter 6.B. pages 78 – 81 of the Manual. Additional citations are noted within the checklist below. All projects submitted for consideration must be self-supporting, viable recreation areas either already existing or to be acquired.
- Applicants must submit (1 original) of the completed application and all supporting documents during the announced submission. **Please use a soft covered binder, not a HARD 3-ring binder.** To facilitate the review and scoring process, tab all support documents or attachments according to the application instruction checklist provided for both the State and Federal portions of the grant application.
- **Before you finish your application package, make sure you have all necessary support documents prepared, both State and Federal. Use this checklist to ensure that all applicable and all required documentation is included. To facilitate review and scoring, tab all supporting documents at the end of the application.**
- Any applications submitted without exhibits being tabbed, will be sent back to the applicant as deficient and asked to be tabbed.
- Applications must be postmarked NO LATER THAN January 31, 2023 and submitted to:

**Florida Department of Environmental Protection
Land and Recreations Grants Section
3900 Commonwealth Blvd., MS 585
Tallahassee, FL 32399-3000**

- Attach supporting documents as follows:

Application Item - If Applicable	Development Projects	Acquisition Projects	Tab as Exhibit
A. Capital improvements schedule and letter from the City or County Manager certifying the five-year capital improvement schedule is officially adopted OR A copy of a resolution amending the existing schedule to include the proposed project.	✓	✓	A
B. SCORP objectives support documentation written response to Part II, Item 2A on page 11 of this application. Include narrative explaining how the project implements one or more of the outdoor recreation goals and objectives as listed in the CURRENT SCORP . Provide quotations or other appropriate references with explanations to justify the correlation. Link to SCORP Website: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida	✓	✓	B

Florida Department of Environmental Protection
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2022-2023 LWCF State Application Instructions & Federal Forms Requirements

Application Item - If Applicable	Development Projects	Acquisition Projects	Tab as Exhibit
C. Public participation documentation: 1. Copy of public meeting advertisement for SOLE PURPOSE of discussing the project.	✓	✓	C1
2. Agenda and minutes of REGULARLY SCHEDULED advisory board meeting.	✓	✓	C2
3. Documentation of presentation to community groups (minutes or letter of thanks, from organization, association etc.) OR A copy of the survey instrument and a summary of the results as they relate to the proposed project. (Support letters are not acceptable for points).	✓	✓	C3
4. If no public participation is met, applicants must still provide documentation to support project outreach and/or public input.	✓	✓	C4
D. Documentation to support preservation purposes. Provide a copy of the issued letter from the Department of State.	✓	✓	D
E. Documentation of ability to support programming and maintenance of project site. Provide a copy of an agency organizational chart AND an explanation of ability to provide development, programming and maintenance	✓	✓	E
F. Documentation to support resource protection. Attach a letter from the Florida Natural Areas Inventory including supporting inventory information.		✓	F Acquisition Only
G. Excerpts of the Recreation/Open Space element of the local comprehensive plan identifying needed acreage. Provide excerpt which indicates needed number of acres and provide how much acreage local government already has control of.		✓	G Acquisition Only

**Florida Department of Environmental Protection
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Application Item - If Applicable	Development Projects	Acquisition Projects	Tab as Exhibit
H. 1. Conceptual site plan for development of the project area: Submit a conceptual site plan displaying the areas and facilities to be developed as proposed in the scope of the application. The site plan must correlate with the project area identified in the project boundary map and cost estimate. The site plan must CLEARLY DELINEATE between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. Color code your site plan to indicate facilities that are existing, proposed for funding and planned for future development (not in this project).	✓	✓	H1
H.2. For Development and Acquisition projects, submit with the site plan a timeline for development completion.	✓	✓	H2
I. Section 6f Boundary map of the project area: Submit a boundary map of the project area. The map must provide a <u>legal description</u> and sketch of the project area boundaries, north directional arrow, display known easements, and be legally sufficient to identify the project area. Also, be sure to identify and outparcel onsite buildings (e.g. gymnasiums, meeting rooms, recreation centers, visitor centers, multi-purpose spaces, park office space, interpretive centers, maintenance buildings, etc.). The map must also depict where and how the public will access the site, parking, etc. Plat maps may be accepted if the above criteria are identified. See website https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program for Boundary Map requirements. Map may be no larger than 11x17.	✓	✓	I
J. Color photographs of the project area: Submit color, on-site photographs sufficient to depict the physical characteristics of the project area. Provide color photographs for all three copies of your application. Aerial photographs are requested, but not required. Mark an approximate boundary of the project site and	✓	✓	J

**Florida Department of Environmental Protection
Land and Water Conservation Fund Program**

2022-2023 LWCF State Application Instructions & Federal Forms Requirements

Application Item - If Applicable	Development Projects	Acquisition Projects	Tab as Exhibit
note major roads and/or landmarks on the aerial photo (note - this is not the boundary map).			
K. Location map and directions: Submit a detailed street, road or highway map precisely locating the project site. (Map Quest is not acceptable.) Also, provide clear and concise written driving instructions from the nearest federal or state highway. NOTE: Confirm that street names listed in the written directions are the same as those posted on street signs in the area.	✓	✓	K
L. Site Control (e.g., deed, lease): 1. Submit a copy of the site control documents. (e.g., deed, lease, etc.) 2. If you only have a Quit Claim Deed, submit the deed and a 30-year title search by the grantee's attorney proving the grantee owns the property. <u>Site control must be effective by the close of the submission period (January 31, 2023).</u> If submerged lands are included in the development area, provide a legal document (i.e., permit, management agreement, etc.) which indicates permission to use and develop the submerged lands.	✓		L
M. 1. Provide a project narrative of the proposed project which includes existing and future uses, existing and proposed physical improvements, natural and historical resources, any proposed resource protection/conservation and any existing buildings on site.	✓	✓	M1
M. 2. If the proposed project consists of acquiring multiple parcels, identify the specific order in which the parcels will be acquired to ensure that in the event that all parcels cannot be acquired, the purpose of the project can still be achieved. Also submit the estimated value of the property being acquired.	✓	✓	M2

Florida Department of Environmental Protection
Land and Water Conservation Fund Program

2022-2023 LWCF State Application Instructions & Federal Forms Requirements

Application Item - If Applicable	Development Projects	Acquisition Projects	Tab as Exhibit
N. Federal Form Requirements and Documentation – For All Projects			N N1 thru N12
Permits	- All Federal Permits must be applied for prior to application (e.g. Army Corps of Engineer permitting, and other federal permits as required). Permits must be in place now or sponsor must show where all applicable federal permits have been applied for – County and/or State permits can be applied for later.		N1
Federal Environmental Compliance Reviews & Reports	- US FWS – Consistency Letter and Environmental Review and if applicable the Endangered Species List https://www.fws.gov/guidance/ If a detailed species list is provided from the above review then, info. must also be provided in your application packet that addresses mitigation to lessen the negative impacts upon species. - US FWS - Coastal Barrier Resource System Mapping https://www.fws.gov/cbra/Documentation.html		N2
Application & Review (A&R) Form	- Complete the following Sections - every applicable question must be answered. - Cover Page (page 1) - A&R Form - Public Benefit (Section 2.0) - A&R Form - Development and Combination Grants (Section 2.2) - A&R Form - Site Information (A&R Section 3.0) *If in Section 3.0, Step 3 you check Categorical Exclusion (aka: CE or Cat Ex), you must also provide the CE number identifier, as well as a written explanation detailing why the project meets the exclusionary criteria for which you selected. <u>Application and Revision Form (A&R Form)</u>		N3
Required NEPA Documentation Environmental Reviews and/or Assessments	(See Chapter 4.B. - LWCF Federal Financial Assistance Manual v.71 (2021))		N4

Florida Department of Environmental Protection

Land and Water Conservation Fund Program

2022-2023 LWCF State Application Instructions & Federal Forms Requirements

	▪ Environmental Assessment(s) (EA Phase I and/or Phase II) - If the proposed grant project/proposed actions of the grant's scope of work cannot be categorically excluded and/or cannot qualify for a single (not multiple) CE, an EA may be needed. Please see the A&R Form and CatEx. List above. ▪ Biological Survey Assessment – May be needed and should be determined by either the US FWS environmental review and/or the state's clearinghouse/biologists. ▪ It is our understanding that an ESA/EA/Biological Assessment are not required for all projects, but if the applicant knows of potential hazards, impacts to wildlife or species, environmental effects or if the property is being acquired, has just been newly acquired, and/or has NEVER previously been a park or has no previous recreational usages, then NPS is expecting an ESA/EA be provided on those projects. Also, it is our understanding that if the park is an established park or an established "LWCF park" and they, the local sponsor, are incorporating new acreage/parcel(s) into the existing boundary... then the new parcels being added need an ESA/EA completed. Further, in some case the applicant will also have to provide a ESA/EA/or Biological Survey Assessment to tell the potential effects, if any, on the flora & fauna, based on the USFWS Environmental Review report findings whether or not it's established or new. There is an exception here: NPS compliance has informed us that if there has been significant ground disturbance from previous development (ex. an area that has nothing there now but previous buildings were raised or an area that was once used for something other than recreation, like a former industrial area, may NOT need an EA and might qualify for a CE). But this depends on information provided in the A&R Form.	
Financial Assurance Narrative/Proof of Match	▪ For your project's Financial Assurance provide an explanation excerpt from current fiscal year budget or letter from Chief Financial Officer that match funding has been	N5

**Florida Department of Environmental Protection
Land and Water Conservation Fund Program**

2022-2023 LWCF State Application Instructions & Federal Forms Requirements

	allocated for the project and is currently available to be expended. ▪ Explain how the cost estimate was derived. ▪ What assurances are there that the costs listed within your proposal are reasonable? ▪ Describe any project elements/facilities or costs that will improve site resiliency and facility longevity, if any. ▪ Explain how this project will address Americans with Disabilities Act (ADA) and how this project will address the Buy American Build American Act (BABA). Applicants must acknowledge that they are aware that their projects (e.g. contracts, supplies and materials) will be subject to the “Build America/Buy America (BABA) Act” requirements and that these provision will be added to all LWCF Agreements and must be adhered to.	
SF Project Abstract Summary (Project Narrative)	▪ Detail what the project’s scope of work is? What will the upgrades or new developments mean for the public? ▪ Who will the park serve (socio-economic/age groups, etc.)? ▪ What is the demographic make-up of the park users? ▪ Give a good description and tell how the park will help the community. How will getting this grant meet the needs of the public? Explain how the park will make a difference or how it is making a difference in the lives of the users it serves. ▪ SF Project Abstract Summary (Project Narrative)	N6
Budget Narrative/Cost Estimates	▪ Provide a budget narrative in addition to the applicable form below depending on your project. ▪ SF 424A – Acquisition Projects ▪ SF 424C – Development Construction Projects	N7
Parcel map for acquisition project parcel(s)	▪ Provide parcel map(s) showing acreage and legal description of property.	N8 Provide for Acquisition projects Only

**Florida Department of Environmental Protection
Land and Water Conservation Fund Program**

2022-2023 LWCF State Application Instructions & Federal Forms Requirements

Buyer-Seller Agreement	Provide agreement or letter of intent.	N9 Provide for Acquisition projects Only
Acquisition Schedule	Awardee gets one (1) year for acquisition purchase from date of NSP award approval.	N10 Provide for Acquisition projects Only
Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) “Yellow Book Standard” Appraisals	<u>An appraisal prepared to UASFLA/ Yellow Book standards must be submitted with application.</u> - The UASFLA cannot be older than 6-months. - Depending on fair market valuation more than one UASFLA Appraisal will be required for the project. - Additionally, the appraiser(s) must be on the approved State of Florida, Division of State Lands' official listing and must meet the uniform appraisal standards for federal land acquisitions. - All appraisals submitted must be reviewed and approved by the State of Florida Division of State Lands. The State Valuation and Appraisal Review Process is Mandatory. - Depending on fair market valuation more than one UASFLA Appraisal will be required for the project.	N11 Provide for Acquisition projects Only
Waiver of Retroactivity – Acquisition Project	- MUST be requested through DEP, Land and Recreation Grants Section staff and approved by NPS prior to the closing of the announced LWCF submission cycle. Issuance of a waiver and the appliance of such waiver and the submission of a grant proposal, is NOT a guarantee for funding. See LWCF Federal Financial Assistance Manual v.71 (2021). - Waiver of Retro Activity & NPS Acknowledgment Letter of Approval.	N12 Provide for Acquisition project if applicable

This instrument prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2740 Centerview Drive
Tallahassee, FL 32399-2100

CONTRACT # 95-CT-65-93-3A-J1-025

FLORIDA COMMUNITIES TRUST
P1A AWARD# 93-025-P3A

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 16 day of March, 1995, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the TOWN OF PEMBROKE PARK ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.101(3)(c), Florida Statutes, provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds ("Bonds");

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WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule 9K-4.010(2)(e), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site was acquired and the FCT Recipient has acquired title to the Project Site and the Project Site shall be subject to such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and such covenants and restrictions shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with FCT Preservation 2000 Bond Proceeds.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Broward County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of

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the Preservation 2000 Revenue Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2740 Centerview Drive
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient: Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
ATTN: Dr. Robert A. Levy

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site

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shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 308.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in the Project Site it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for resource-based public outdoor recreation which is compatible with the conservation, protection

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and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The FCT Recipient shall prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written

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authorization has been obtained from the Department of State, Division of Historical Resources.

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

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b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

V. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN

1. The FCT Recipient shall provide outdoor recreational facilities including a linear walkway with various native plant exhibits, picnic sites, nature trails, a bike path, a wildlife observation tower, environmental education displays, a platform for concerts, a playground, a park office, restrooms and a parking area on the Project Site. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources on the Project Site without causing harm to those resources.

2. The Project Site shall be restored and managed in a manner that provides habitat for listed wildlife species that could potentially utilize the Project Site, including colonial and migratory bird species. The FCT Recipient shall coordinate with the Game and Fresh Water Fish Commission on the restoration plan for the Project Site.

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3. The FCT Recipient shall construct a drainage slough on the Project Site and plant native subaqueous vegetative species along its perimeter. The FCT Recipient shall also restore approximately 6 acres of the Project Site with native trees, shrubs and other plantings. The remainder of the site shall consist of native grasses and facilities.

4. The FCT Recipient shall coordinate management of the Project Site with the land managers of adjacent recreation lands.

5. The FCT Recipient shall ensure that the Project Site is sufficiently buffered from the adverse impacts of adjacent land uses.

6. The Project Site shall be formally incorporated into the FCT Recipient's greenway network.

7. The FCT Recipient shall provide on-going educational programs at the Project Site. The programs shall include guided walks and programs for students and other groups on south Florida ecological systems and plant species indigenous to the area.

8. The FCT Recipient shall perform a structural assessment of the Hoffman residence on the Project Site to determine the integrity and stability of the structure.

9. The Hoffman residence on the Project Site, a structure of local historic significance, shall be protected and preserved.

10. Access to the Project Site by pedestrians and bicyclists shall be promoted as an alternative to automobile access.

11. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

THIS GRANT AWARD AGREEMENT embodies the entire Agreement between the parties.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

TOWN OF PEMBROKE PARK,
a municipality within the
State of Florida

Howard P. Clark, Jr.
Witness Name: Howard P. Clark, Jr.

Annette Wexler
Witness Name: Annette Wexler

BY: Raymond P. Ogleby
Its: Mayor

Date: 9 Feb 95

Accepted as to Legal Form and
Sufficiency:

Christy J. Hyatt
Date: 2-9-95

FLORIDA COMMUNITIES TRUST

Jane R. Bass
Witness Name:

J. Snipes
Witness Name:

Mary Anne Price
Linda Loomis Shelley, Chair
Date: 3/16/95

Accepted as to Legal Form and
Sufficiency:

Ann J. Wild
Ann J. Wild, Trust Counsel
Date: 3-9-95

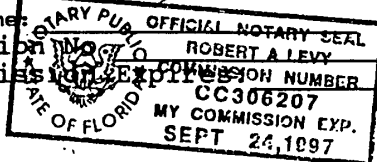
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FIN

STATE OF FLORIDA
COUNTY OF BROWARD

9th The foregoing instrument was acknowledged before me this
day of February, 1995, by Raymond P. [Signature]
as Mayor of Pembroke Park. He is personally
known to me, or has produced _____ as identification.

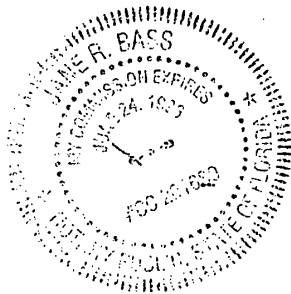
[Signature]
Notary Public

Print Name: Robert A. Levy
Commission No. CC306207
My Commission Expires SEPT 24, 1997



STATE OF FLORIDA
COUNTY OF LEON

16th The foregoing instrument was acknowledged before me this
day of MARCH, 1995 by Linda Loomis Shelley, as Acting
Chair of the Florida Communities Trust. She is personally known
to me.



Jane R. Bass
Notary Public
Print Name: Jane R. Bass
Commission No. #CC201689
My Commission Expires: 6/24/96

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FIN

EXHIBIT "A"

The South 2/5 of the East 1/2 of the Southeast 1/4 of the Northwest 1/4, less the East 15.00 feet thereof, in Section 30, Township 51 South, Range 41 East, also known as Lots 41C and 41D according to the plat of HOLLYWOOD RIDGE FARMS, as recorded in Miscellaneous Plat Book 2, Page 16 of the Public Records of Broward County, Florida.

Together with all of the South 2/5 of the West 1/2 of the Southeast 1/4 of the Northwest 1/4, less the South 280.00 feet thereof, and less the North 140 feet of the West 370 feet thereof, and less the West 15.00 feet thereof, in Section 30, Township 51 South, Range 41 East, also know as Lots 35 and 36, less the South 280.00 feet thereof and less the North 140 feet of the West 355 feet thereof, according to the plat of HOLLYWOOD RIDGE FARMS, as recorded in Miscellaneous Plat Book 2, page 16 of the Public Records of Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

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11

RESOLUTION NO. 2024-006

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SIGN VARIANCE APPLICATION NO. 24-SV-01 AND GRANTING THREE (3) SIGN VARIANCES FOR THE PROPERTY LOCATED AT 1730 S.W. 30th AVENUE, PEMBROKE PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jennifer Ronneburger, agent for the owner 1730 PR, LLC, the “Applicant,” of the property located at 1730 S.W. 30th Avenue, Pembroke Park, Florida has applied for a sign variance pursuant to Chapter 21, Division 4 of the Town of Pembroke Park (“Town”) code, the application is attached hereto and incorporated herein as **Exhibit “A.”**; and

WHEREAS, the Applicant is requesting the following three (3) sign variances:

1. A variance from §21-20(c)(1)(A) to allow for a 72” letter height in lieu of the 18” letter height permitted by the Town code;
2. A variance from §21-20(c)(1)(B) to allow for a 70’ foot long sign in lieu of the 20’ foot length permitted by the Town code;
3. A variance from §21-20(c)(1)(C) to allow for 248 sq. feet of signage in lieu of the 150 sq. feet of signage by the Town code; and

WHEREAS, §21-72 of the Town code provides that a variance may be granted whenever the enforcement of the applicable Town code results in an undue hardship upon a party and does not endanger the health, safety, and welfare of the resident of the Town; and

WHEREAS, §21-73 of the Town code provides that the application for a variance shall contain all the information required in a sign permit, the variance requested, and the reasons why the variance is desired and the details of the resulting hardship; and

WHEREAS, the Town Commission considered the application, through a presentation of the Town's professional consultant at its April 24, 2024 commission workshop; and

WHEREAS, the Town Commission held a public hearing and considered the input of the public; and,

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, finds the Applicant's variance application, attached hereto and incorporated herein as **Exhibit "A,"** is sufficient and that the enforcement of the applicable Town code results in an undue hardship upon the applicant and does not endanger the health, safety, and welfare of the resident of the Town.

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

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby approves and authorizes 1730 PR, LLC's variance application for the property located at 1730 S.W. 30th Avenue, Pembroke Park, Florida, attached hereto and incorporated herein as **Exhibit "A,"** that the enforcement of the applicable Town code results in an undue hardship upon the applicant, and variances do not endanger the health, safety, and welfare of the resident of the Town.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

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: April 3, 2024

Subject: Sign Variance Application
Express Roofing
1730 SW 30th Avenue
Application No. 24-SV-01 – Sign Variance

REQUEST:

The applicant is requesting three (3) variances from the sign code to increase the length, height, and sign area. This application requests a variances from Section 21-20. (c).1.A limiting the letter height, Section 21-20. (c).1. B limiting the length of the sign. Section 21-20. (c).1.C, limiting the size of the sign area.

RECOMMENDED ACTION

The Consultant Town Planner recommends **denial** of the sign variances. The applicant failed to meet the specific criteria established by the Town for the granting of a variance. The applicant has **not** demonstrated that hardship exists. Properties fronting Interstate-95 are not afforded special privileges which justify sign variances. The Town allows billboard signs along Interstate-95 pursuant to Section 21-20(d).

APPLICANT: 1730 PR LLC / Jennifer Ronneburger - GoPermit

SITE DATA

Property Folio ID:	514221280021
Owner/Agent:	1730 PR LLC / Jennifer Ronneburger - GoPermit
Land Use Designation:	Commercial
Adjacent Land Use Designation:	North: Commercial
	East: I-95 / Regional Activity Center (Hallandale Beach)
	South: Commercial
	West: Commercial
Zoning Designation:	MXE
Adjacent Zoning Designation:	North: MXE
	East: I-95 / B-L (Hallandale Beach)
	South: MXE
	West: M-1

PROJECT BACKGROUND

The property is located on the west side of SW 30th Avenue, west of Interstate 95, on the northern edge of the Town municipal line. The immediate surrounding properties have a similar designation of MXE zoning and Commercial land use. The nearest residential zoning is approximately 300' to the southwest outside of the Town jurisdiction. The proposed sign will not be facing towards any residential districts.

The subject site is approximately 1.25 acres in size, the current warehouse building was built in 1965 with the building sitting lower than the highway Interstate-95. Express Roofing Supply is the current tenant of the east side of the building. The tenant states that they have signed a 5-year lease with the property owner. Currently there is no existing signage on any of the building frontage and there are no existing free-standing signs in this location.

The applicant is proposing one illuminated wall sign reading "Express Roofing Supply Complete Quality Service 954-477-7703" with the company logo on the east elevation. The applicant requests multiple sign variances due to lack of visibility. Although the business does not front Pembroke Road, the applicant is requesting the variance so as to be seen from Pembroke Road. The proposed signage is actually closer to Interstate-95 than Pembroke Road.

PROJECT ANALYSIS

The applicant is requesting three (3) variances from the sign code for this parcel to increase the letter height, to increase the length of the sign and increase the square footage of the sign. The applicant is proposing the following:

Code Section	Max Allowed	Proposed	Variance
21-20.(c).1.A for letter height	18" inches	72" inches	+54" inches
21-20.(c).1.B for length of sign	20' feet	70' feet	+50' feet
21-20.(c).1.C for size of sign area	150 square feet	248 square feet	+98 square feet

SPECIFIC VARIANCE CRITERIA SECTION 21-73

For a variance to be approved, the Town Commission must find that the application meets the following criteria:

1. All the information required in an application for a sign permit.
Yes, the applicant submitted all the information required in the application.
2. The variance requested from the provisions of sign code.
Yes, the variances requested are from specific provisions of the sign code.
3. The reason why the variance is desired and the detail of hardship which would result from the denial of same.
The consultant Town Planner believes that the applicant has not demonstrated a hardship for the multiple variances.

STAFF CONDITIONS OF APPROVAL

If approved by the Town Commission, the consultant Town Planner recommends including the following conditions:

1. At time of application for a Building Permit for the sign, the Property Owner shall provide a copy of the Sign Variance Resolution and copies of the final approved plans to the Building Department.
2. Sign variance approval is for the signage matching drawings attached to this application.

ATTACHMENTS

Application

Applicant's Request for Sign Variance Approval

Color Renderings

Survey

Legal Description

Warranty Deed



TOWN OF PEMBROKE PARK PLANNING & ZONING DIVISION

3150 SW 52nd Avenue Pembroke Park, Florida 33023
954.966.4600
www.tppfl.gov

MASTER APPLICATION

Consideration of an application type by the Town or issuance of a permit by the Town does not in of itself in any way create a right to obtain a permit from a County, State or Federal Agency. Applicants must comply with all legal requirements and obtain all requisite approvals imposed by County, State and Federal Agencies and the Town bears no legal responsibility for Applicant's failure to do so.

Project Name		Application Type	
Express Roofing		Sign Variance	
Owner		Parcel (ID Number)	
1730 PR LLC		514221280021	
Address		Parcel Size (Acres)	
1730 SW 30 Ave., Pembroke Park, FL 33009		1.25	
Description			
Code Information		Yes	No
Is this an after-the-fact request? (If yes, attach a copy of any related information)		☐	☒
Is this request the result of a Town code violation? (If yes, attach copy of violation notice)		☐	☒
Has this same or similar request been proposed previously on the property?		☐	☒
Agent			
Name: Jennifer Ronneburger			
Company/Firm: GoPermit			
Address: 9061 Woodlark Terrace			
City/State/Zip: Boynton Beach, FL 33472			
Phone: 631-882-4718		Email: yourfriends@gopermit.us	
Signature:		Date: 09/28/2023	
This is to certify that I am the agent of this application for the subject property(s) and the statements contained herein are accurate to the best of my knowledge and I will be present at any required hearings to represent this application.			
Property Owner Certification			
This is to certify that I am the owner of the subject property(s) described in this application. By signing this application, I hereby authorize the above signatory to serve as agent for this project. The agent is authorized by me to agree to any and all binding conditions throughout the review of this application. I hereby agree to be bound by any and all conditions, or amendments required by this application.			
Printed of Name of Property Owner: Shlomo Melloof			
Signature of Property Owner:		Date: 10/9/2023	
State of <u>Florida</u> County of <u>Miami Dade</u>			
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this <u>9</u> day of <u>October</u> , 2023, by <u>Shlomo Melloof</u> (name of person making statement)			
☐ Personally known ☒ Produced Affidavit			
Notary Public Signature:		My Commission Expires: (stamp)	
Comm: HH 247010		Expires: Jun. 3, 2026	
TOWN USE ONLY Notary Public - State of Florida			
Submittal Date:		Project Number:	

Sec. 166.033(6), Florida Statutes: Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

Master App 10-20-22



9061 Woodlark Terrace. Boynton Beach, FL 33436

631.882.4718 ♦ gopermit@gmail.com

February 23, 2024

Mr. Jeffrey Louis
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

Re: Express Roofing Supply
1730 SW 30th Ave
Pembroke Park, FL
Request for Exterior Signage Variance

Dear Mr. Louis,

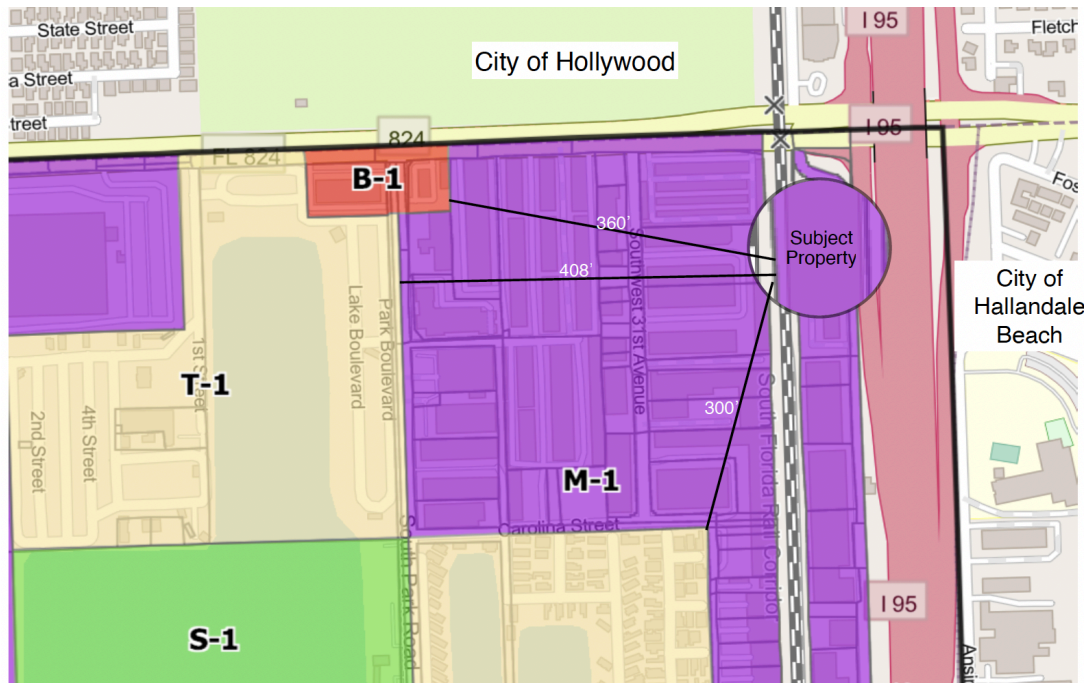
Please allow this letter to serve as notification to request an exterior sign variance for Express Roofing at the above referenced location. GoPermit's Jennifer Ronneburger (gopermit@gmail.com / 631.882.4718) will serve as applicant on behalf of Express Roofing Supply.

Property Information: This property is located on the west side of SW 52nd Ave, just west of Interstate 95. The Town of Pembroke Park identifies this site under property identification number 514221280021. The property use is 48-04 Warehouse and the zoning is M-1 Industrial. This property houses the warehouse building that is currently being occupied by Express Roofing Supply.

Property History: Earliest tenant information available is that this building was occupied by a Bank Auto Repossession business from 2008 thru 2016. After that, the building was occupied by Fume Vapes prior to the current tenant.

Express Roofing Supply signed a 5 year lease in September of 2023 and currently occupies the south end of the building and has been conducting business since they received their business tax receipt in February of 2024.

Surrounding Property Information: Our property is located on the northeast edge of the Town of Pembroke Park's municipal line. To the north is the City of Hollywood and to the east is the City of Hallandale Beach with no Town properties between the subject property and the municipal line. The immediate surrounding properties to our location all fall within the same zoning as we are; however the closest T-1 residential area is estimated 300' to the southwest and 408' to the west. It should be noted that the proposed signage will not face either of those directions, it is proposed to face east which towards the Interstate 95 highway and the City of Hallandale Beach.



Subject Request: GoPermit on behalf of Express Roofing Supply is respectfully requesting relief from the following code sections along with the request.

Variance from 21-20.(c).1.A for letter height

Requesting an increase of 54" for the logo

Requesting an increase of 21" for "Express Roofing Supply"

Requesting an increase of 6" for the telephone number

Variance from 21-20.(c).1.B for length of sign

Requesting an increase of 50'

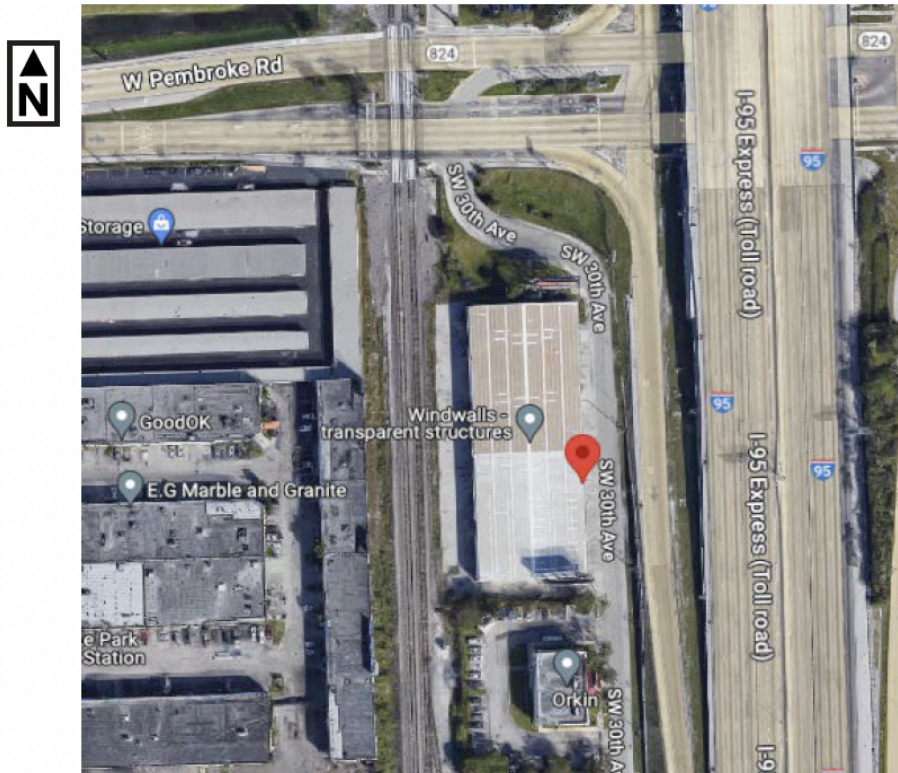
Variance from 21-20.(c).1.C for size of sign

Requesting an increase of 98 square feet

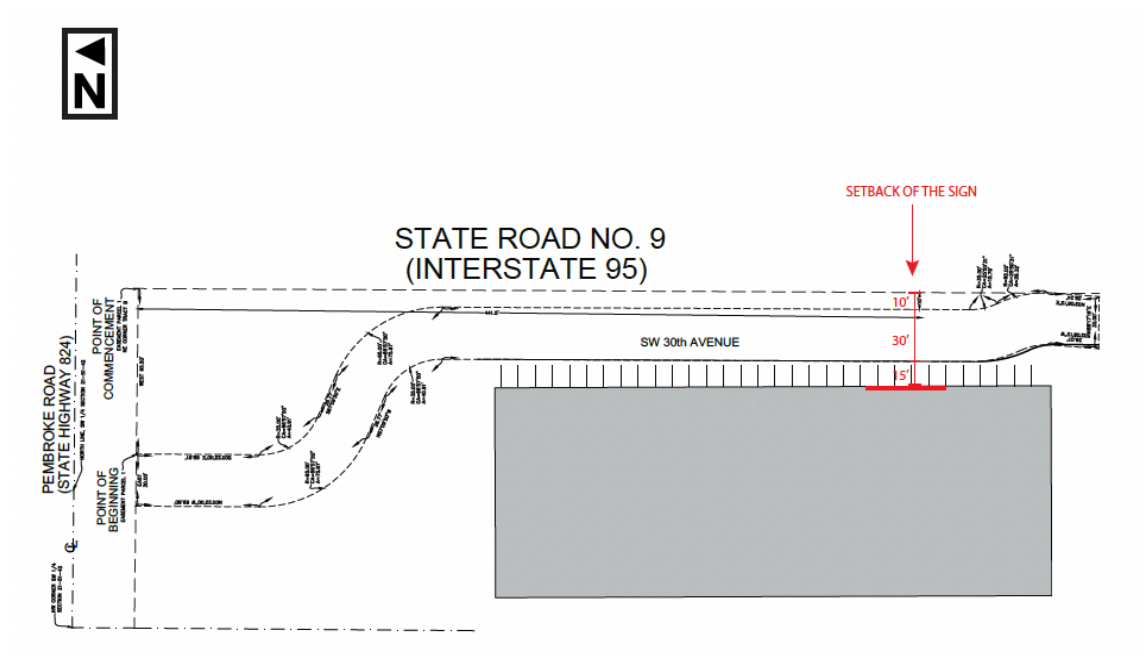
Our proposal consists of one (1) exterior illuminated wall sign reading “Express Roofing Supply Complete Quality Services 954-477-7703” with a logo on the East Elevation measuring 248 square feet. Please see the proposed signage below.



Our location faces Interstate 95 and is sandwiched between the Interstate and the railroad tracks. Express Roofing Supply shares this building with a possible future tenant and occupies half of the building on the south end.

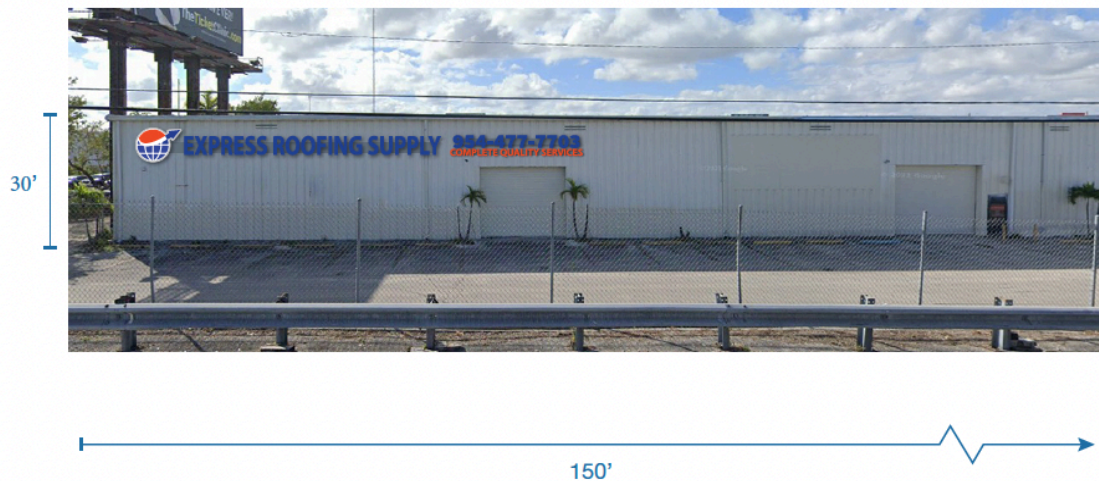


The building facade where the sign is proposed to be located is setback 55' from the Interstate 95 on-ramp and 132' from the Interstate itself. Currently there isn't any exterior signage on the building, in fact, there isn't any identification on the property at all.



Since we occupy the south end of the building, there isn't any visibility from West Pembroke Road which is our other street frontage. The building can only be seen from West Pembroke Park only when west-bound turning left onto the ramp for I-95S. Since this facade is the only viable signage location, it is imperative that we have signage visibility in order for customers to locate our facility. There isn't a freestanding sign on property as there isn't room for one due to the building's location. Another constraint is due to the property elevation, the building also sits lower than the highway causing visibility issues therefore requiring the additional signage size.

In conclusion, granting the variance will not confer any special privileges to the applicant as the building location has challenges noted above. Also, literal interpretation and enforcement of the code would deprive the Applicant of rights as the buildings location does not allow for additional signage that code permits therefore this request is the minimum variance that will make reasonable use of this building. Granting the variance will not be injurious to the area in fact, it would benefit the community to have visible signage in order to locate the business.



We respectfully request approval of the proposed wall signage as requested.

Sincerely,

Jennifer Ronneburger
President, GoPermit

TOTAL SQFT: 248'

JOB #:

CUSTOMER:
EXPRESS ROOFING
SUPPLYADDRESS:
1790 SW 30th Ave,
Hallandale Beach, FL
33009MUNICIPALITY:
PEMBROKE PARKREP SALES:
ARTURO VIZCAINO

DESIGNER: DS

START DATE:
11/13/2023

REVISION DATES:

REV 1:
REV 2:
REV 3:
REV 4:
REV 5:

NON ILLUMINATED ☐

ILLUMINATED ☒

SINGLE SIDED ☒

DOUBLE SIDED ☐

EXTERIOR ☒

INTERIOR ☐



150'

EAST ELEVATION



VINYL

PAINT

V1
V2
V3P1
P2
P3PLEASE REVIEW DISCLAIMER AND CUSTOMER APPROVAL NOTES CAREFULLY, CHECK
APPROPRIATE BOX AND RETURN TO SAUL SIGNS, INC.CUSTOMER
SIGNATURE:

DATE:



IMPORTANT

VERIFY LOGOS AND DESCRIPTIONS
OF THE SIGNAGE SAUL SIGNS IS
NOT RESPONSABLE FOR ANY
MISTAKES MADE BY THE CLIENT
ONCE ARTWORK IS APPROVED

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1990 West 84th St. Hialeah, FL 33014 / Phone: (305) 266-8484
info@saulsigns.com

FOR ILLUSTRATION PURPOSE ONLY
WWW.SAULSIGNS.COM

48' SQFT

200' SQFT



TOTAL SQFT: 248'

JOB #:

CUSTOMER:
EXPRESS ROOFING
SUPPLYADDRESS:
1790 SW 30th Ave,
Hallandale Beach, FL
33009MUNICIPALITY:
PEMBROKE PARKREP SALES:
ARTURO VIZCAINO

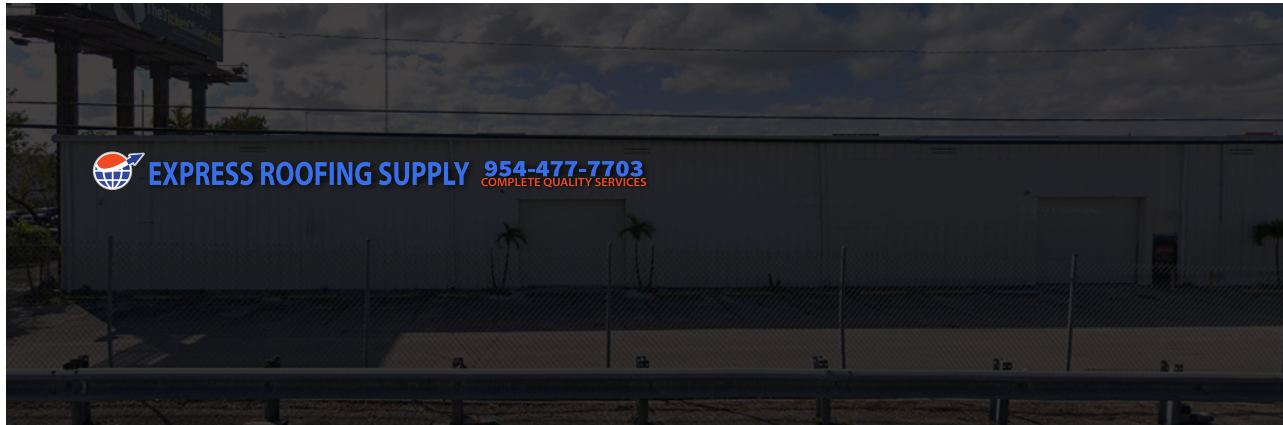
DESIGNER: DS

START DATE:
11/13/2023

REVISION DATES:

REV 1:
REV 2:
REV 3:
REV 4:
REV 5:

NON ILLUMINATED ☐
 ILLUMINATED ☒
 SINGLE SIDED ☒
 DOUBLE SIDED ☐
 EXTERIOR ☒
 INTERIOR ☐



NIGHT VIEW



VINYL

PAINT

V1
V2
V3P1
P2
P3PLEASE REVIEW DISCLAIMER AND CUSTOMER APPROVAL NOTES CAREFULLY, CHECK
APPROPRIATE BOX AND RETURN TO SAUL SIGNS, INC.CUSTOMER
SIGNATURE:

DATE:



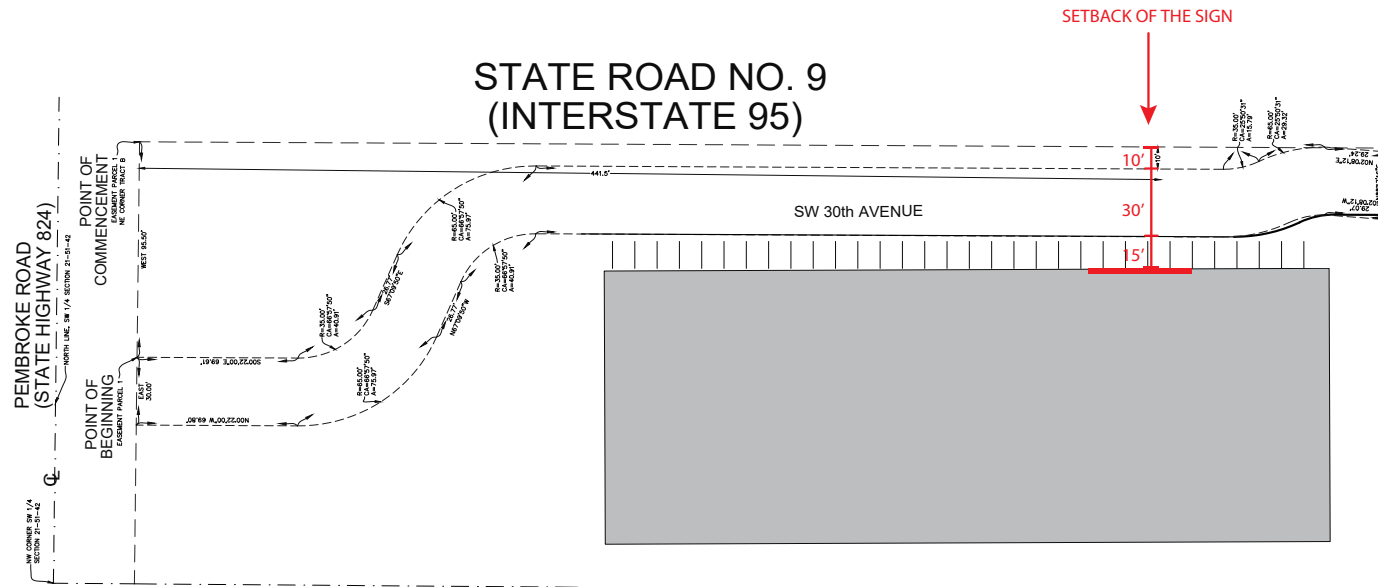
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TOTAL SQFT: 248'

JOB #:

CUSTOMER:
EXPRESS ROOFING
SUPPLYADDRESS:
1790 SW 30th Ave,
Hallandale Beach, FL
33009MUNICIPALITY:
PEMBROKE PARKREP SALES:
ARTURO VIZCAINO

DESIGNER: DS

START DATE:
11/13/2023

REVISION DATES:

REV 1:
REV 2:
REV 3:
REV 4:
REV 5:

NON ILLUMINATED ☐

ILLUMINATED ☒

SINGLE SIDED ☒

DOUBLE SIDED ☐

EXTERIOR ☒

INTERIOR ☐

**IMPORTANT**

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MISTAKES MADE BY THE CLIENT
ONCE ARTWORK IS APPROVED



VINYL

V1
V2
V3

PAINT

P1
P2
P3

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APPROPRIATE BOX AND RETURN TO SAUL SIGNS, INC.

CUSTOMER
SIGNATURE:

DATE:

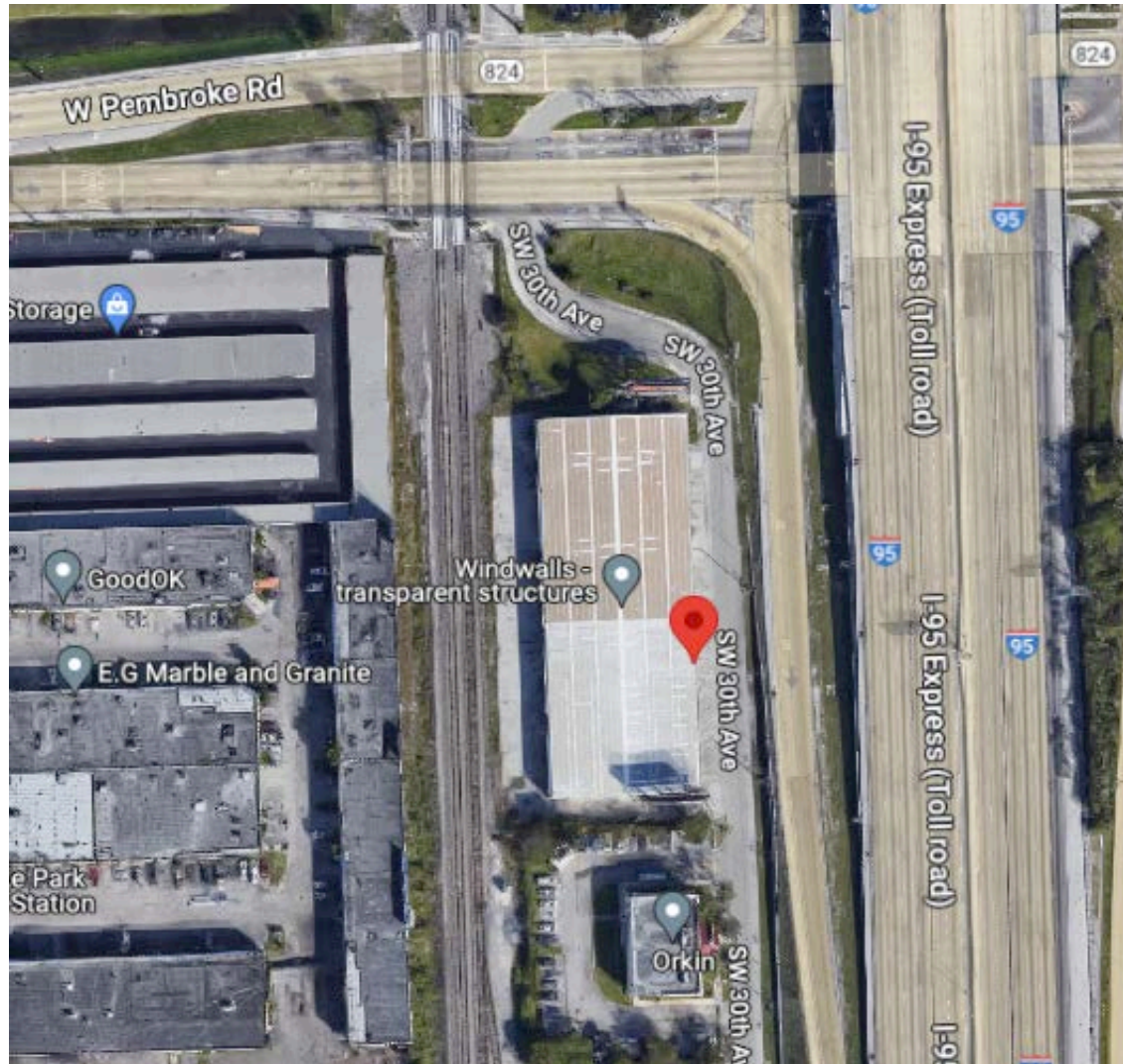


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PEMBROKE PARKREP SALES:
ARTURO VIZCAINO

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NON ILLUMINATED ☐

ILLUMINATED ☒

SINGLE SIDED ☒

DOUBLE SIDED ☐

EXTERIOR ☒

INTERIOR ☐



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MISTAKES MADE BY THE CLIENT
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VINYL

PAINT

V1
V2
V3P1
P2
P3

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CUSTOMER
SIGNATURE:

DATE:

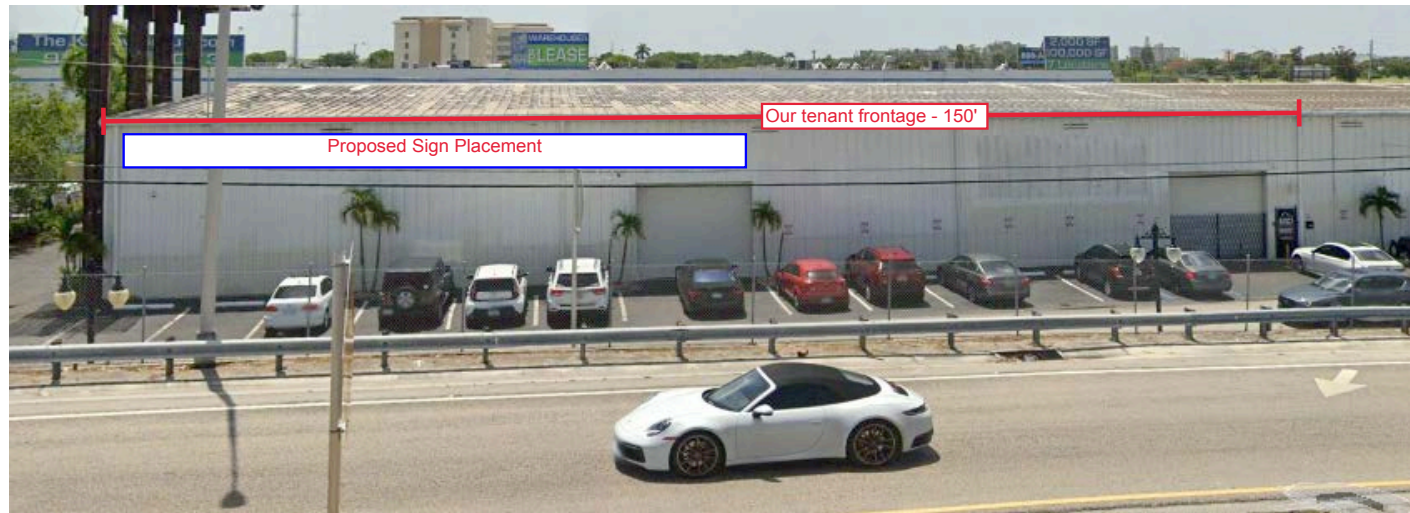


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NON ILLUMINATED ☐

ILLUMINATED ☒

SINGLE SIDED ☒

DOUBLE SIDED ☐

EXTERIOR ☒

INTERIOR ☐



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VINYL

PAINT

V1
V2
V3P1
P2
P3

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Proposed: 1 wall sign consisting of 1 logo and 1 letter set. Logo is 72" H x 96" W and letter set is 39" H x 740" W for a total of 248 SF and 840" in length.

Allowed: 1 wall sign - letters NTE 18" H, width of sign NTE 20' (240"), size NTE 150 SF.

Requesting:

A variance from 21-20.(c).1.A for letter height - requesting an increase of 54" for the logo, an increase of 21" for "Express Roofing Supply" and an increase of 6" for the phone number

A variance from 21-20.(c).1.B for length of sign - requesting an increase of 50'

A variance from 21-20.(c).1.C for size of sign - requesting an increase of 98 SF

JOB #:

CUSTOMER:
EXPRESS ROOFING
SUPPLY

ADDRESS:
1790 SW 30th Ave,
Hallandale Beach, FL
33009

MUNICIPALITY:
PEMBROKE PARK

REP SALES:
ARTURO VIZCAINO

DESIGNER: DS

START DATE:
11/13/2023

REVISION DATES:

REV 1:
REV 2:
REV 3:
REV 4:
REV 5:

NON ILLUMINATED ☐
ILLUMINATED ☒

SINGLE SIDED ☒
DOUBLE SIDED ☐

EXTERIOR ☒
INTERIOR ☐



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VINYLS

PAINT

V1
V2
V3

P1
P2
P3

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APPROPRIATE BOX AND RETURN TO SAUL SIGNS, INC.

CUSTOMER
SIGNATURE:

DATE:



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STATE ROAD NO. 9 - INTERSTATE NO. 95

MEEKINS ADD NO 1 26-5 B SOUTH 350 OF N 541.50 OF TRACT B LESS E 40
THEREOF

Broward County Commission
Deed Doc Stamps: \$38500.00

Prepared by:
Jamie Tarich, Esq.
The Tarich Law Firm, P.A.
1946 Tyler Street, Hollywood, FL 33020
Em: jamie@tarichlaw.com; Tel: 305.503.5095

Parcel Identification Number: 51-42-21-28-0021

WARRANTY DEED

This indenture made effective as of the 13 day of October 2021, by **J & U V, LLC**, a Florida limited liability company, whose address is 601 Hibiscus Drive, Hallandale, Florida 33009, hereinafter called the "Grantor", to **1730 PR LLC**, a Florida limited liability company, whose address is 67 N. Federal Highway, Dania Beach, Florida 33004, hereinafter called the "Grantee".

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land legally described, to-wit:

PARCEL 1: (FEE SIMPLE PARCEL)

THE SOUTH 350 FEET OF THE NORTH 541.5 FEET OF TRACT B OF MEEKINS ADDITION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE EAST 40 FEET THEREOF, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2: (EASEMENT PARCEL)

TOGETHER WITH A NONEXCLUSIVE EASEMENT FOR PRIVATE ROAD RIGHT-OF-WAY IN COMMON WITH OTHERS FOR INGRESS AND EGRESS FROM THE ABOVE DESCRIBED PROPERTY TO PEMBROKE ROAD OVER THE FOLLOWING DESCRIBED PROPERTY:

FROM THE NORTHEAST CORNER OF TRACT B, MEEKINS ADDITION NO. 1, PLAT BOOK 26, PAGE 5, BROWARD COUNTY, FLORIDA, RUN ALONG THE NORTH LINE OF SAID TRACT B ON AN ASSUMED BEARING OF DUE WEST, 95.5 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°22'00" EAST, 69.61 FEET TO A POINT OF CURVATURE, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 35 FEET AND A CENTRAL ANGLE OF 65°57'50", AN ARC DISTANCE OF 40.91 FEET TO A POINT OF TANGENCY; THENCE, SOUTH 67°19'50" EAST, 26.77 FEET TO A POINT OF CURVATURE THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 65 FEET AND A CENTRAL ANGLE OF 66°57'50", A DISTANCE OF 75.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°22'00" EAST PARALLEL TO AND 10 FEET WEST ON THE EAST LINE OF SAID TRACT B A DISTANCE OF 269.94 FEET; THENCE DUE WEST PARALLEL TO AND 441.5 FEET SOUTH OF NORTH LINE OF SAID TRACT B A DISTANCE OF 30 FEET; THENCE NORTH 00°22'00" WEST, 269.74 FEET TO A POINT OF CURVATURE, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 35 FEET AND A CENTRAL ANGLE OF 66°57'50" AN ARC DISTANCE OF 40.91 FEET TO A POINT OF

TANGENCY, THENCE NORTH 67°19'50" WEST 26.77 FEET TO A POINT OF CURVATURE, THENCE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 65 FEET AND A CENTRAL ANGLE OF 66°57'50" AN ARC DISTANCE OF 75.97 FEET TO A POINT OF TANGENCY; THENCE, NORTH 00°22'00" WEST 69.80 FEET TO THE NORTH LINE OF TRACT B; THENCE DUE EAST 30 FEET TO THE POINT OF BEGINNING.

together with an undivided interest in the common elements thereto, and all easements, privileges, rights-of-way, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining or accruing to the benefit thereof, to have and to hold the same in fee simple forever.

And the Grantor hereby covenants that the Grantor is fully vested of said land in fee simple and that said land is free of all encumbrances; and Grantor will defend the same against the lawful claims of all persons whomsoever, subject to all matters of record, if any, without reimposing same, and general or special taxes and assessments for 2021 and subsequent years, which are not yet due and payable.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Witness 1 Sign: Nava Samuel J & U V, LLC,
a Florida limited liability company

Print Name: Nava Samuel

Witness 2 Sign: KLAINA ASHENDORF Sign: _____ (SEAL)
By: Judy Beverly Meair, Manager

Print Name: KLAINA ASHENDORF

State of FLORIDA

County of BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of October 2021, by Judy Beverly Meair, as the Manager of J & U V, LLC, a Florida limited liability company, who is personally known to me or who provided _____, as identification, with full company authority.

(SEAL)

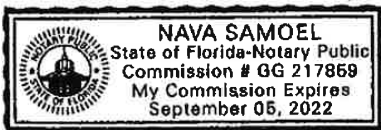
Sign: Nava Samuel

NOTARY PUBLIC, STATE OF FLORIDA

Print Name: Nava Samuel

Commission No. GG 217859

Expires: Sept 05, 2022



RESOLUTION NO. 2024-007

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SIGN VARIANCE APPLICATION NO. 24-SV-02 AND GRANTING TWO (2) SIGN VARIANCES FOR THE PROPERTY LOCATED AT 3187 WEST HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Craig McDonald, agent for the owner SS RE 1 Hallandale LLC/CPS, the “Applicant,” of the property located at 3187 West Hallandale Beach Boulevard, Pembroke Park, Florida has applied for a sign variance pursuant to Chapter 21, Division 4 of the Town of Pembroke Park (“Town”) code, the application is attached hereto and incorporated herein as **Exhibit “A.”**; and

WHEREAS, the Applicant is requesting the following two (2) sign variances:

1. A variance from §21-20(c)(1)(A) to allow for a 30” letter height in lieu of the 21” letter height permitted by the Town code;
2. A variance from §21-20(c)(1)(B) to allow for a 26 feet 7.5 inch long sign in lieu of the 20’ foot length permitted by the Town code; and

WHEREAS, §21-72 of the Town code provides that a variance may be granted whenever the enforcement of the applicable Town code results in an undue hardship upon a party and does not endanger the health, safety, and welfare of the resident of the Town; and

WHEREAS, §21-73 of the Town code provides that the application for a variance shall contain all the information required in a sign permit, the variance requested, and the reasons why the variance is desired and the details of the resulting hardship; and

WHEREAS, the Town Commission considered the application, through a presentation of the Town’s professional consultant at its April 24, 2024, commission workshop; and,

WHEREAS, the Town Commission further held a public hearing and considered the input of the public; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, finds the Applicant’s variance application, attached hereto and incorporated herein as **Exhibit “A,”** is sufficient and that the enforcement of the applicable Town code results in an undue hardship upon the applicant and does not endanger the health, safety, and welfare of the resident of the Town.

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

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby approves Sign Variance Application No. 24-SV-02 and authorizes SS RE 1 Hallandale LLC/CPS’s variance application for the property located at 3187 West Hallandale Beach Boulevard, Pembroke Park, Florida, attached hereto and incorporated herein as **Exhibit “A.”**

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

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: April 3, 2024

Subject: Sign Variance Application
Seneca Self Storage
3187 W. Hallandale Beach
Application No. 24-SV-02 – Sign Variance

OWNER/APPLICANT SS RE 1 Hallandale LLC / CPS - Craig McDonald

REQUEST

The applicant is requesting two variances from the sign code to increase the length and height of the sign. The applicant requests variances from Section 21-20(c).1.A limiting the letter height and Section 21-20(c).1. B limiting the length of the sign.

RECOMMENDED ACTION

The Consultant Town Planner recommends approval of the two variances. In lieu of constructing 2-4 signs, the applicant is proposing only one sign. Although the applicant is allowed 161 sf of sign area, they are only proposing a maximum of 66.56 sf. Based on the location of the sign and its distance from Hallandale Beach Blvd., the consultant Town Planner believes the proposed sign dimensions are appropriate and proportional to the size of the building and meet the intent of the sign code including: compatible with its surroundings; legible under the circumstances in which the sign can be seen; expresses the identity of the individual businesses; and for the sole purpose of identifying business.

SITE DATA

Property Folio ID:	514220170079
Owner/Agent:	SS RE 1 Hallandale LLC/ CPS - Craig McDonald
Adjacent Land Use Designation:	North: I- Industrial
	East: C- Commercial / I- Industrial
	South: C- Commercial
	West: C- Commercial
Zoning Designation:	B-1
Adjacent Zoning Designation:	North: M-1
	East: RM-25/M-1
	South: B-1
	West: B-1

PROJECT BACKGROUND

The property is located within the Seneca Town Center at 3187 of West Hallandale Beach Blvd.. The site plan for the project received approval on December 15, 2021, under application number 21-SP-05. The business is seeking two sign variances for the self-storage facility.

The requested sign variances pertain to the south elevation which faces Hallandale Beach Blvd. The building is located approximately 74 feet from the property line. The applicant's proposal includes one illuminated wall sign featuring the business name "Extra Space Storage", positioned to face Hallandale Beach Blvd. The rationale behind the request for a sign variance is on the visibility from the street frontage. In addition, the applicant is proposing one sign where 2-4 signs may be permitted and proposing a sign of 66.56 sf where 161 sf is permitted.

PROJECT ANALYSIS

The applicant is presenting a proposal for a single wall sign featuring a single letter set and seeks approval for two (2) variances from the sign code pertaining to this parcel. These variances are intended to increase the letter height and extend the length of the sign. The applicant is proposing the following:

Code Section	Max Allowed	Proposed	Variance
21-20.(c).1.A for letter height	21 inches	30 inches	+9 inches
21-20.(c).1.B for length of sign	20 feet	26 feet 7½ inches	+6 feet 7½ inches

SPECIFIC VARIANCE CRITERIA SECTION 21-73

For a variance request to be approved, the Town Council must find that request meet the following criteria:

1. All the information required in an application for a sign permit.
Yes, the applicant submitted all the information required in the application.
2. The variance requested from the provisions of sign code.
Yes, the variances requested are from specific provisions of the sign code.
3. The reason why the variance is desired and the detail of hardship which would result from the denial of same.
The applicant has demonstrated a hardship exists based on the attached applicant's justification statement.

STAFF CONDITIONS OF APPROVAL

If Approved by the Town Commission, the consultant Town Planner recommends including the following conditions:

1. At time of application for a Building Permit for the sign, the Property Owner shall provide a copy of the Sign Variance Resolution and copies of the final approved plans to the Building Department.
2. Sign variance approval is only for signage matching drawings attached to this application.

ATTACHMENTS

Application
Applicant's Justification Statement for Sign Variance Approval
Color Renderings
Elevation and Survey

SV**APPLICATION FOR SIGN VARIANCE**

Date: 3/14/24

Case No: _____

Filing Fees: Refer to Development Application Fee Schedule.Amount Paid \$2,000 Date 3/14/24 ☐ Town Commission ☐ Other

Petitioner / Applicant: Craig McDonald on behalf of SS RE 1 HALLANDALE LLC (Owner)

Address: 1239 E. Newport Center Dr., Suite 113 City: Deerfield Beach, FL 33442

Phone: 954-426-5144 Fax: _____ E-mail: kathy@corporatepropertyservices.net

Petitioner's Relation to Subject Property: Property Owner's Authorized Representative

If Petitioner is not Owner, Name of Owner: Tyler Colpini - SS RE 1 HALLANDALE, LLC / SAFELY STORE REAL ESTATE 1 SUB0FL LLC

Address of Owner: 4408 Forest Dr., Suite 350 City: Columbia, SC 29206

Signature of Petitioner:

Address of Property Subject to the Requested Variance: 3167 W. Hallandale beach Blvd., Pembroke Park, FL (Self-Storage Seneca)

Legal Description of Property (Plat Book/Page or Metes and Bounds):SENECA PLAT 165-9 B PORTION PARCEL B DESC AS COMM AT SW COR PAR B,N 10, E280.03,N 12, NE 391.15,NE 455.56
TO POB,CONT NE 214.90,N 334.34,SW 237.41,SE72.78, NE 23,SE 261.37 TO POB**Variance Requested:** Total of 2 Variances for 1 Wall Sign proposed at the South Front Elevation of the Self-Storage Building Facility.

1 Variance for Wall Sign Proposed at 30' height, which is 9" beyond the maximum allowed by Code 21-20.

1 Variance for Wall Sign Proposed at 26'-7 1/2" length, which is 6'-7 1/2" beyond the maximum allowed by Code 21-20.

** Please refer to Letter of Intent for full explanation/description of the Variances request**

PROVIDE THE FOLLOWING IN PDF FORMAT UNLESS OTHERWISE SPECIFIED:

- Justification statement addressing all criteria in Sec. 21-72;
- Sketch or survey showing exact location of sign including distance from lot lines and right-of-way; and
- Sketch of sign showing size and type of material used in construction and plans for construction.

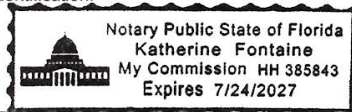
OWNER / AGENT CERTIFICATE:

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

Signature of owner/agent: Sworn to and subscribed before me this 14th day of March, 2024, by Craig McDonald☒ He/She is personally known to me or☐ He/She has presented as identification.

Signature of Notary Public:

Type or Print Name: Katherine Fontaine

**FOR STAFF USE ONLY**

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



**WALL SIGN VARIANCE JUSTIFICATION & LETTER IOF INTENT
EXTRA SPACE STORAGE
3187 W. HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FLORIDA
March 14, 2024**

On December 15, 2021, the Site Plan for Seneca Town Center, File No. 21-SP-05, was approved, which consisted of the Extra Space Storage, Wawa and a hospital. Extra Space Storage also received a Parking Reduction, No. 21-PR-01, on December 15, 2021. Extra Space Storage obtained their Building Permit (Process # 96478 & Permit # 23355882-0) on May 26, 2023 and the project is currently under construction. The Folio Number is 5142 20 17 0079. The subject site is located within the Business District (B-1) zoning district and has a Commercial (C) land use designation. Extra Space Storage is adjacent to M-1 (Industrial) zoning district that contain industrial uses to the north and east, RM-25 (Medium High Density Multiple Family Residential) zoning district that contains an apartment building to the east, B-1 (Business District) that contains a hospital and Wawa to the west and Hallandale Beach Boulevard to the south. The surrounding zoning districts and existing uses are compatible in nature with the Extra Space Storage facility as they assist with promoting the City's Growth Management Plan and orderly future growth. The project's contact will be Craig McDonald at (954) 426-5144 or via email: craig@corporatepropertyservices.net.

Extra Space Storage is the largest operator of self-storage facilities and the largest third-party self-storage management company. They have grown to include more than 3,500 locations across the country. Often, a customer's patronage depends on how easily the site can be identified and accessed. Extra Space Storage has obtained the following sign permits

Office Sign #858449 (Approved & Issued on 2/14/24)
Loading E Sign #858527 (Approved & Issued on 2/14/24)
Loading N Sign #858600 (Approved & Issued on 2/14/24)
Monument E Face#858679 (Approved & Issued on 3/19/24)
Monument W Face #858743 (Approved & Issued on 3/19/24)

Some of the sign requirements in the Pembroke Park Land Development Code will prevent Extra Space Storage from providing adequate business identification. Approval of the requested wall sign variance will enable Extra Space Storage to continue to achieve branding recognition for their customers, which is so vital to any commercial establishment. In turn, the project will be able to prosper and be an asset to the Pembroke Park community.



In order to accomplish this, Extra Space Storage is seeking relief from the following two sign code requirements:

CODE SECTION	REQUIREMENT	ALLOWED	PROPOSED	VARIANCE
Section 2-20(C)(1) (A) Permanent Signs Nonresidential Uses	Maximum height of letters. No wall sign shall have either letters, cabinets or border exceeding eighteen (18) inches in height, provided, however, that the height of such letters/cabinets may be increased in height one (1) inch for each twenty-four (24) feet or major portion thereof setback distance between the front building line and the street property line.	21" in height (Building Wall Setback is 74')	30" in height	Variance to allow 9" additional inches in height
Section 2-20 (C)(1)(B)	Maximum length of sign. To be in proportion to the building/ bay frontage occupied by the licensed establishment in accordance.	0 to 25' 10'-0" 26' to 40' 12'-0" 41' to 55' 14'-0" 56' to 70' 16'-0" 71' to 85' 18'-0" +86' 20'-0	26' – 7 ½" in length	Variance to allow 6' – 7 ½" beyond the allowable 20' wall sign length

1. Based on 161 linear feet of frontage, Extra Space Storage is permitted to have 161 s.f. of wall signage. They are only requesting 66.56 s.f. on the south elevation and no signage on the other three elevations. The allowable sign height of 21" would only be permissible for a 41.67 s.f. Extra Space Storage wall sign. The allowable letter height of 21" would be out of scale with the size and massing of the proposed building. The proposed wall sign will be setback 74' from the property line of the

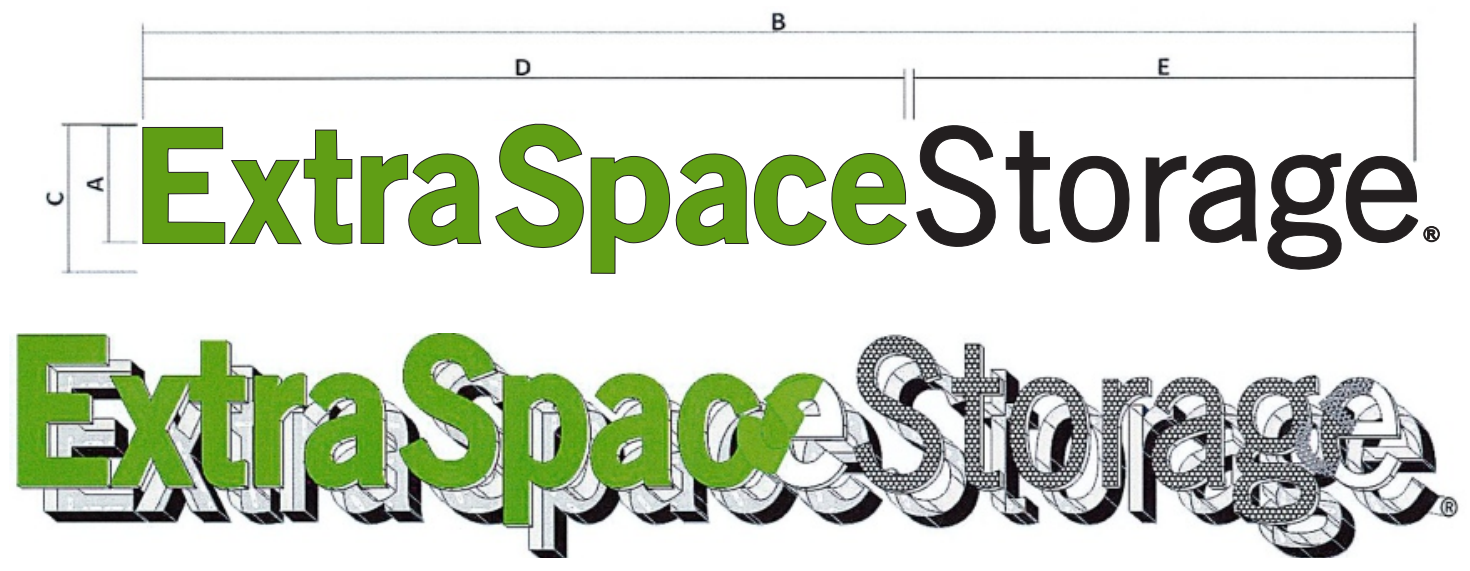


R.O.W along Hallandale Beach Boulevard, which would make the allowable 21” sign extremely difficult to identify. Extra Space Storage is implementing an architecturally pleasing wall sign that is based on the number of words incorporated in the company’s identification. The sign needs to be in scale with the building size and 21” is too small. Hallandale Beach Boulevard, which is a multiple lane roadway, has a speed limit of 40 mph and runs adjacent to the proposed Extra Space Storage parcel. Literal application of the sign code would prevent Extra Space Storage from providing clear identification of the building. The requested sign variance is minimal and will not compromise the overall functioning of the site or other properties.

2. As stated above, the requested sign variance is minimal in nature in terms of the benefits of the project. The proposed wall signage is considered vital for business identification. The proposed "Extra Space Storage" wall sign is centered under the architectural tower element, in order to visually provide a proportionate scale to the south elevation that faces Hallandale Beach Boulevard. The proposed signage which will result from the granting of the variance will be in harmony with the policies embodied within the City Comprehensive Plan. The proposed signage is aesthetically pleasing and maintains the intent of the land development regulations.
3. The development will result in an upgrade for the surrounding commercial properties. The limited signage permitted under the current Land Development Code prevents Extra Space Storage from providing adequate business identification. Approval of the sign variance request will enable Extra Space Storage to achieve customer recognition that is so vital to any commercial establishment. In turn, the proposed project will be able to prosper, as well as be an asset to the Pembroke Park community.
4. Granting of the two variances, to allow additional height and length for the proposed wall sign under the current sign code, does not adversely affect the use or development of neighboring properties nor hinder or discourage appropriate development. Rather, it will provide Extra Space Storage with adequate business identification, which is similar to the sign variances granted to Wawa.
5. The literal and strict enforcement of the applicable provisions permitted under the current sign code prevents Extra Space Storage from providing adequate business identification. The provisions of the City Code will result in undue or unnecessary hardship to the Applicant and deprive the applicant of the business identification afforded to other property owners in the zoning district.
6. The alleged hardship is not self-imposed by the owner, prior owners or by any person having interest in the property. The hardship is caused by the limited signage permitted under the current sign code that prevents Extra Space Storage from providing adequate business identification. The size and massing of the building, in addition to the 74’ setback from the ROW, limits the signage visibility.

FLUSH MOUNTED CHANNEL LETTERS-SOUTH ELEVATION

ALLOWABLE-161'
EXISTING-
PROPOSED-66.56'

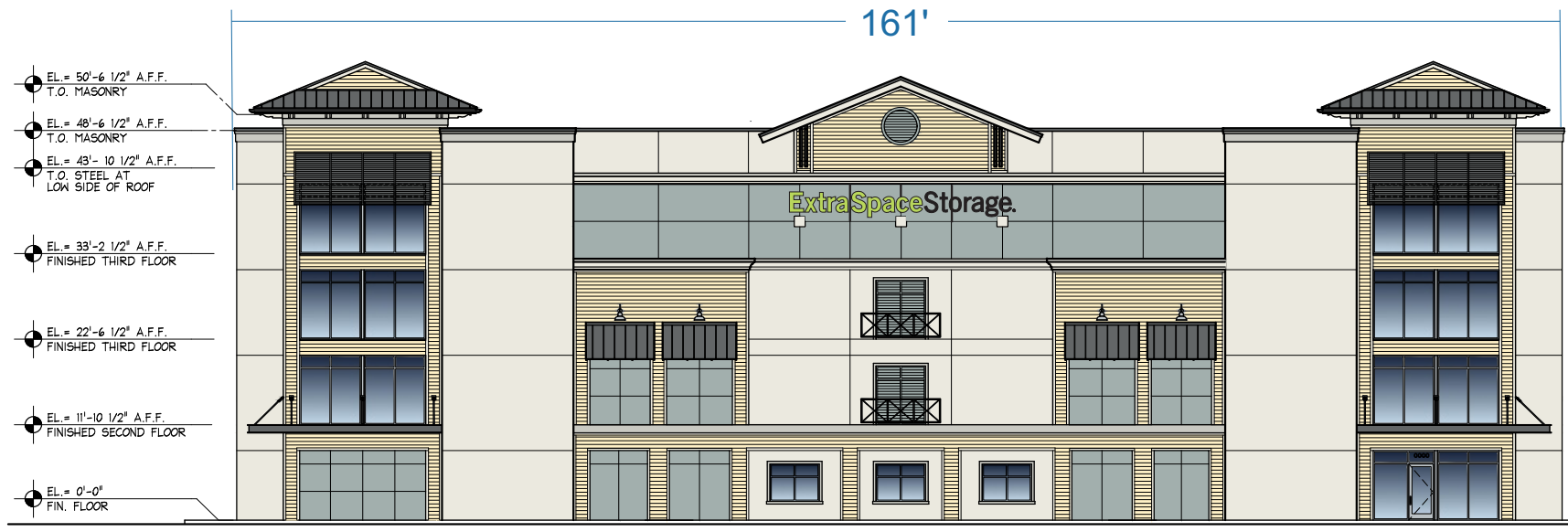


- A MEASURED FROM OVERALL HEIGHT OF THE LETTER 'E'.
- B MEASURED FROM OVERALL LENGTH WITH OUT TRADE MARK.

A	B	C	D	E	SQ. FT.	AMPS	NUMBER OF POWER SUPPLIES
12"	10'- 7 3/4"	15 1/4"	6'- 4 3/8"	4'- 2 1/2"	10.65	1.26	2
18"	15'- 11 3/4"	22 7/8"	9'- 6 5/8"	6'- 3 3/4"	23.96	1.26	2
24"	21'- 3 5/8"	30 1/2"	12'- 8 7/8"	8'- 5"	42.60	1.26	2
30	26'- 7 1/2"	38"	15'- 11"	10'- 6 1/4"	66.56	1.89	3
36"	31'- 11 3/8"	45 5/8"	19'- 1 1/4"	12'- 7 1/2"	95.84	2.52	4
42"	37'- 3 1/4"	53 1/4"	22'- 3 1/2"	14'- 8 3/4"	130.45	2.52	4
48"	42'- 7 1/8"	60 7/8"	25'- 5 3/4"	16'- 10"	170.37	3.78	6
60"	53'- 2 7/8"	76 1/8"	31'- 10 1/8"	21'- 1/2"	266.19	5.04	8

COLOR SCHEDULE

- GREEN #2500-106 BRILLIANT
- GREY DOVE GREY TRIM CAP
- BLACK PMS BLACK #2500-022
- WHITE



1 SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

30"



1740 HILL AVENUE
WEST PALM BEACH, FL
33407
561-840-6382
FAX: 561-840-6385

CUSTOMER:
EXTRA SPACE STORAGE
3187 W. HALLENDALE BLVD.
PEMBROKE PARK, FL 33023

GRAPHIC DESIGNER: Pam Reeves
SALES PERSON: Maria Damiani
DATE: 02.21.2024



Electrical Qualifier: Stephen M. Kemp

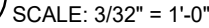
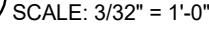
State of: Florida
County of: Palm Beach
The foregoing document was acknowledged
before me _____ day of _____,
Your Name Here, Notary Public
My Commission Expires: _____

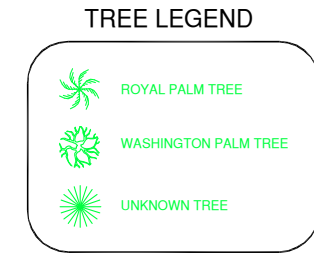
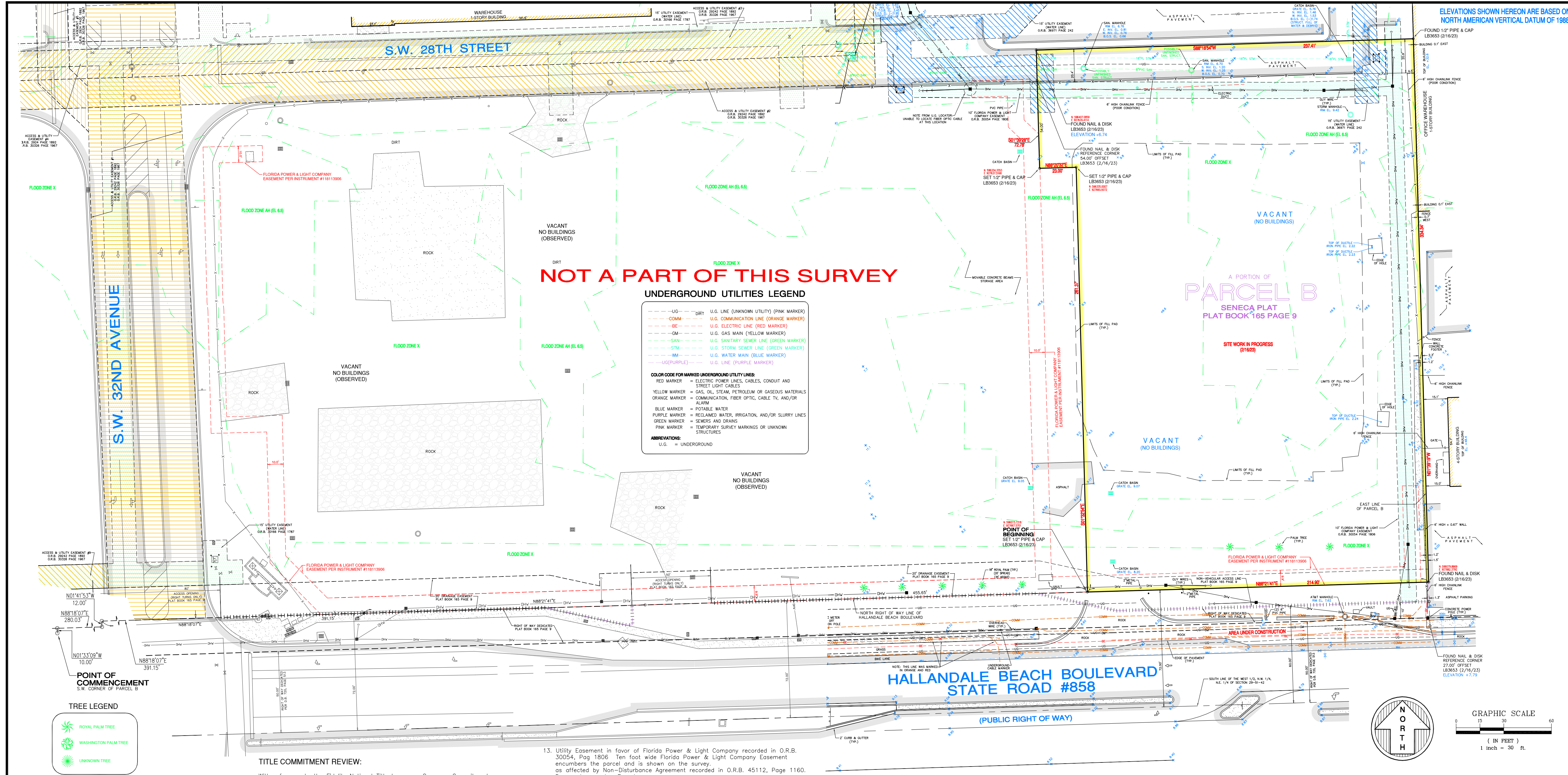


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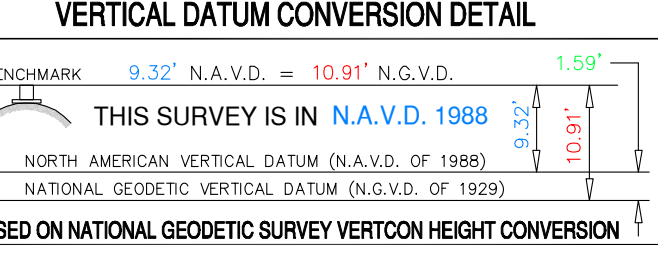
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TITLE COMMITMENT REVIEW:

- With reference to the Fidelity National Title Insurance Company Commitment No. 10983230 with a commitment date of February 17, 2023, Revision Number "2" February 23, 2023. All easements and/or rights of way of record per title commitment that are platable are shown on this "ALTA/NSPS Land Title Survey".
1. Standard Exceptions not addressed.
2. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of "SENECA PLAT", recorded in Plat Book 165, Page 9, Twenty foot wide Drainage Easement encumbers the parcel and is shown on the survey. Right-of-Way per plat that adjoins the parcel is shown on the survey, as affected by Agreement for Amendment of Notation on Plat recorded in O.R.B. 28918, Page 1507.
3. Benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
4. Benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
5. Benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
6. Benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
7. Resolution designating area of operation of Broward County Water System No. 4, recorded in O.R.B. 3843, Page 412.
8. Benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
9. Terms, conditions, provisions, easements and obligations of that certain Agreement for Installation of Required Improvements Relating to Seneca Plat recorded in O.R.B. 28407, Page 456; as amended by Amendment recorded in O.R.B. 34706, Page 295; further modified by that Release of Lien recorded in O.R.B. 34782, Page 1377.
10. Benefits and encumbers the parcel but not subject to location. Blanket in nature. Not a survey matter.
11. Terms, conditions, provisions, easements and obligations of that certain Developer's Agreement recorded in O.R.B. 28781, Page 365; as amended in O.R.B. 29357, Page 1508; recorded in O.R.B. 31560, Page 265; Encumbers the parcel but not subject to location. Blanket in nature. Not a survey matter.
12. Terms, conditions, provisions, easements and obligations of that certain Transit Impact Agreement recorded in O.R.B. 28918, Page 1497; released as to the lien recorded November 4, 2010, in O.R.B. 47504, Page 1291.
13. Encumbers and benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
14. Terms, conditions, provisions, easements and obligations of that certain Declaration of Easements recorded in O.R.B. 22424, Page 1892.
15. Easements benefit the parcel and are shown on the survey.
16. Terms, conditions, provisions, easements and obligations of that certain Developer's Agreement recorded in O.R.B. 29339, Page 370; together with Bill of Sale Absolute to Broward County for the goods and chattels installed on W. Hallandale Blvd., recorded in O.R.B. 30166, Page 1777.
17. Benefits the parcel but not subject to location. Blanket in nature. Not a survey matter.
18. Utility Easement in favor of Florida Power & Light Company recorded in O.R.B. 30054, Page 1806 Ten foot wide Florida Power & Light Company Easement encumbers the parcel and is shown on the survey.
19. As affected by Non-Disturbance Agreement recorded in O.R.B. 45112, Page 1160. Does not encumber Parcel.
20. Terms, conditions, provisions, easements and obligations of that certain Easement for water and sewer lines, recorded in O.R.B. 30166, Page 1787.
21. Easement benefits parcel and is shown on the survey.
22. Terms, covenants, conditions, easements, restrictions, reservations and other provisions, which provides for a private charge or assessment of liens for liquidated damages, according to that certain Declaration of Covenants, Conditions and Restrictions for Seneca Industrial Park recorded in O.R.B. 30326, Page 1967.
23. Easements benefits parcel and are shown on the survey.
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- LEGEND**
- CATCH BASIN
 - MANHOLE
 - LIGHT POLE
 - WATER METER
 - WATER VALVE
 - CATCH BASIN INLET
 - UTILITY POLE
 - RISER
 - FIRE HYDRANT
 - HANDHOLE
 - SIGN
 - BOLLARD
 - CLEANOUT
 - 0.5' CURB
 - 2.00' CURB & GUTTER
 - CONCRETE
 - ASPHALT PAVEMENT
 - CHAIN LINK FENCE
 - ELEVATION
 - INVERT
 - SANITARY
 - PERMANENT REFERENCE MONUMENT
 - DEED BOOK
 - OFFICIAL RECORDS BOOK
 - IDENTIFICATION
 - BOTTOM OF STRUCTURE
 - STRUCTURE
 - TOP OF BATTLE
 - PLASTIC
 - POLYNYL CHLORIDE

SURVEYOR'S NOTES:

- This site lies in Section 29, Township 51 South, Range 42 East, Town of Pembroke Park, Broward County, Florida.
- All documents are recorded in the Public Records of Broward County, Florida, unless otherwise noted.
- Bearings hereon are referred to an assumed value of N 88°21'41" E for the North right of way line of Hallandale Beach Boulevard, and evidenced by set 1/2" pipe & cap and found nail & disk.
- Elevations shown hereon are relative to the National American Vertical Datum of 1988, based on Broward County Bench Mark No. 1175, (Elevation +9.32 NAVD).
- (Elevation +10.91 NGVD) and located by square cut in N.W. corner of a concrete sidewalk in front of Residence #3230 Hallandale Boulevard, 73' South of centerline of median, and 14' West of N.E. corner of building.
- Lands shown hereon are located within an area having a Zone Designation of X & AH (EL 6.5) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 1201100731H, for Community No. 120052, dated August 18, 2014, and index map revised August 18, 2014, and is relative to the North American Vertical Datum of 1988 (NAVD 88).
- Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted.
- Lands shown hereon containing 73,405 square feet, or 1.685 acres, more or less.
- All horizontal control measurements are within a precision of 1:10,000.
- This map is intended to be displayed at the graphic scale shown hereon or smaller.
- Roof overhang not located unless otherwise shown.
- No parking striped spaces on site.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- The locations of overhead utility lines are graphically shown to indicate the approximate connection points and do not reflect the actual location, number or type of wires.
- The approximate location of all utilities shown hereon were determined from AS-Built plans and/or on-site locations and should be verified before construction.
- The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities should be field verified.
- Surveyor comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. Except for where accessible at sanitary and/or storm sewer structures, the surveyor has not physically located the underground utilities.
- This firm recommends that the underground utilities should be field verified prior to any new construction.
- Legal description shown hereon based on information furnished by client and no claims as to ownership are made or implied.
- Tax ID No. 5142 20 17 0079 per Broward County property appraiser website.

LEGAL DESCRIPTION:

A portion of Parcel B, SENECA PLAT, according to the Plat thereof, as recorded in Plat Book 165 at Page 9 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Parcel B, thence N 01°33'09" W along the West line of said Parcel B for 10.00 feet, the following five (5) courses being along the North right of way line of Hallandale Beach Boulevard (State Road #858); 1) thence N 88°18'07" E for 280.03 feet; 2) thence N 01°41'53" W for 12.00 feet; 3) thence N 88°18'07" E for 391.15 feet; 4) thence N 88°21'41" E for 455.65 feet to the Point of Beginning; 5) thence continue N 88°21'41" E for 214.90 feet; thence N 01°39'19" W along the East line of said Parcel B for 334.34 feet; thence S 88°18'54" W for 237.41 feet; thence S 01°39'28" E for 727.78 feet; thence N 88°20'32" E for 23.00 feet; thence S 01°32'54" E for 261.37 feet to the Point of Beginning.

CERTIFICATION TO:

Extra Space Storage LP, a Delaware limited partnership, and its successors and assigns
CDEM Hallandale, LLC
Booths Title Services, LLC
SS RE 1 Hallandale, LLC, a Delaware limited liability company
Fidelity National Title Insurance Company
Holland & Knight LLP to the certification

SURVEYOR'S CERTIFICATION:

This is to certify that this "Boundary and Topographic Survey" was made under my responsible charge on April 1, 2022 and last updated on February 16, 2023, in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.021, Florida Statutes. The fieldwork was completed on February 16, 2023.

"Not valid without the signature and the original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653
By: Daniel C. Fortin, Surveyor and Mapper, License No. 156435
State of Florida.

This Drawing is the Property of Fortin, Leavy, Skiles, Inc. and is an instrument of Service not to be Reproduced in Whole or in Part without the Written Permission of Some.

MAP	UPDATE SURVEY (2/16/23) S.U.H	MAP
1	220152	1
2	220152	2
3	220152	3
4	220152	4
5	220152	5
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FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00006653
180 Northeast 16th Street / North Miami Beach, Florida 33162
Phone 305-663-4493 / Fax 305-651-1152 / Email fls@flsurvey.com

ALTANS/NSPS LAND TITLE SURVEY
3187 WEST HALLANDALE BEACH BOULEVARD
TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA

Original Date	4/1/22
Scale	1"=30'
Drawn By	MAP/DANJR
CAD No.	200052
Plotted	2/22/23 3:11p
Ref. Dwg.	
Field Book	RLB
654/20-21 & FLD.SHT.	
Job No.	
Dwg. No.	220152
2020-011-2-NAVD	
Sheet	1 of 1

	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	FPK24030200000408	MENTAL ILLNESS	27A	03/02/2024 18:11:14	03/02/2024 18:11:21	03/02/2024 18:16:43	03/02/2024 19:06:31	S20	R227
3	FPK24030600000436	MENTAL ILLNESS	27B	03/06/2024 06:15:32	03/06/2024 06:15:46	03/06/2024 06:24:50	03/06/2024 06:34:17	S20	R27
4	FPK24030800000449	COMMERCIAL STRUCTURE FIRE WITH HAZ-MAT	27B	03/08/2024 15:25:18	03/08/2024 15:25:41	03/08/2024 15:31:55	03/08/2024 18:03:46	S25CFH	R27
5	FPK24032800000584	ELEVATOR RESCUE	27B	03/28/2024 10:03:04	03/28/2024 10:03:23	03/28/2024 10:07:54	03/28/2024 10:32:42	S25EV	E27
6	FPK24031400000497	OUTSIDE FIRE	27B	03/14/2024 20:44:47	03/14/2024 20:45:04	03/14/2024 20:51:37	03/14/2024 21:16:13	S25OF	E27
7	FPK24032400000559	OUTSIDE FIRE	27B	03/24/2024 12:49:35	03/24/2024 12:49:57	03/24/2024 12:54:33	03/24/2024 13:35:35	S25OF	E27
8	FPK24031800000520	VEHICLE FIRE	27Y1	03/18/2024 12:35:59	03/18/2024 12:36:17	03/18/2024 12:42:07	03/18/2024 13:05:59	S25VF	Q7
9	FPK24030600000440	ASSAULT	27A	03/06/2024 15:23:03	03/06/2024 15:23:33	03/06/2024 15:29:13	03/06/2024 15:36:41	S31IJ	R27
10	FPK24031100000469	ASSAULT	27B	03/11/2024 02:22:14	03/11/2024 02:22:30	03/11/2024 02:28:20	03/11/2024 02:32:42	S31IJ	R27

	A	B	C	D	E	F	G	H	I
11	FPK24031300000491	ASSAULT	27A	03/13/2024 18:08:06	03/13/2024 18:08:13	03/13/2024 18:12:11	03/13/2024 18:25:21	S31IJ	R27
12	FPK24031600000504	ASSAULT	27B	03/16/2024 06:00:28	03/16/2024 06:01:02	03/16/2024 06:28:34	03/16/2024 07:05:49	S31IJ	R27
13	FPK24031900000527	SUICIDE ATTEMPT	27A	03/19/2024 10:32:27	03/19/2024 10:32:56	03/19/2024 10:38:56	03/19/2024 11:19:32	S32	R27
14	FPK24032300000556	SHOOTING	27B	03/23/2024 21:24:25	03/23/2024 21:24:41	03/23/2024 21:30:25	03/23/2024 22:11:32	S33	R27
15	FPK24031100000472	SEXUAL BATTERY	27B	03/11/2024 08:31:39	03/11/2024 08:32:05	03/11/2024 08:37:23	03/11/2024 08:51:48	S35IJ	R27
16	FPK24031800000524	DOMESTIC DISTURBANCE	27B	03/18/2024 21:45:16	03/18/2024 21:45:29	01/01/0001 00:00:00	03/18/2024 21:50:53	S38IJ	R27
17	FPK24030300000415	HIT AND RUN WITH INJURIES	27B	03/03/2024 18:30:18	03/03/2024 18:30:29	03/03/2024 18:35:02	03/03/2024 18:55:23	S3I	R27
18	FPK24030500000434	HIT AND RUN WITH INJURIES	27B	03/05/2024 17:56:54	03/05/2024 17:57:11	03/05/2024 18:02:20	03/05/2024 18:43:54	S3I	R227
19	FPK24031000000466	HIT AND RUN WITH INJURIES	27B	03/10/2024 23:28:46	03/10/2024 23:29:00	03/10/2024 23:34:30	03/11/2024 00:12:59	S3I	R27
20	FPK24030200000406	FIRE ALARM - COMMERCIAL STRUCTURE	27B	03/02/2024 00:36:27	03/02/2024 00:36:46	01/01/0001 00:00:00	03/02/2024 00:54:00	S49CF	E27
21	FPK24030400000422	FIRE ALARM - COMMERCIAL STRUCTURE	27B	03/04/2024 10:38:56	03/04/2024 10:39:16	03/04/2024 10:44:58	03/04/2024 10:48:51	S49CF	E7

	A	B	C	D	E	F	G	H	I
22	FPK24030900000452	FIRE ALARM - COMMERCIAL STRUCTURE	27A	03/09/2024 08:31:13	03/09/2024 08:31:37	01/01/0001 00:00:00	03/09/2024 08:34:32	S49CF	E27
23	FPK24032400000562	FIRE ALARM - COMMERCIAL STRUCTURE	27A	03/24/2024 21:54:07	03/24/2024 21:54:25	03/24/2024 22:00:44	03/24/2024 22:09:36	S49CF	E27
24	FPK24032500000563	FIRE ALARM - COMMERCIAL STRUCTURE	27A	03/25/2024 13:39:58	03/25/2024 13:40:18	03/25/2024 13:49:10	03/25/2024 14:24:25	S49CF	E27
25	FPK24032200000545	FIRE ALARM - COMMERCIAL STRUCTURE	27A	03/22/2024 00:13:33	03/22/2024 00:13:58	03/22/2024 00:20:19	03/22/2024 00:28:00	S49CF	E27
26	FPK24032800000583	FIRE ALARM - COMMERCIAL STRUCTURE	27B	03/28/2024 09:36:18	03/28/2024 09:36:26	03/28/2024 09:42:10	03/28/2024 09:49:23	S49CF	E27
27	FPK24030900000453	FIRE ALARM	27A	03/09/2024 09:31:58	03/09/2024 09:32:10	03/09/2024 09:38:27	03/09/2024 10:10:08	S49F	E27
28	FPK24030800000450	FIRE ALARM - HIGH RISE	27A	03/08/2024 18:37:34	03/08/2024 18:37:56	03/08/2024 18:47:24	03/08/2024 19:07:26	S49HF	E27
29	FPK24030300000412	MEDICAL ALARM	27A	03/03/2024 13:58:42	03/03/2024 13:59:57	03/03/2024 14:05:44	03/03/2024 14:11:02	S49M	R27
30	FPK24031100000475	MEDICAL ALARM	27A	03/11/2024 13:54:20	03/11/2024 13:54:38	03/11/2024 14:00:47	03/11/2024 14:04:18	S49M	R27
31	FPK24032600000571	MEDICAL ALARM	27A	03/26/2024 19:21:37	03/26/2024 19:21:52	01/01/0001 00:00:00	03/26/2024 19:23:21	S49M	R27
32	FPK24031800000521	FIRE ALARM - MULTI- FAMILY	27A	03/18/2024 15:37:26	03/18/2024 15:38:13	03/18/2024 15:44:10	03/18/2024 16:01:13	S49MF	E7

	A	B	C	D	E	F	G	H	I
33	FPK24030400000423	FIRE ALARM - RESIDENTIAL	27A	03/04/2024 12:23:00	03/04/2024 12:23:15	01/01/0001 00:00:00	03/04/2024 12:26:22	S49RS	E7
34	FPK24031500000502	ACCIDENT ROLLOVER OR EXTRICATION	27Y1	03/15/2024 18:02:04	03/15/2024 18:02:24	03/15/2024 18:13:05	03/15/2024 18:20:37	S4E	R227
35	FPK24032600000566	ACCIDENT ROLLOVER OR EXTRICATION	27Y1	03/26/2024 02:33:49	03/26/2024 02:34:08	03/26/2024 02:41:43	03/26/2024 03:24:02	S4E	R27
36	FPK24030100000403	ACCIDENT HIGHWAY	27Y1	03/01/2024 13:08:44	03/01/2024 13:09:16	03/01/2024 13:15:02	03/01/2024 13:29:23	S4H	R27
37	FPK24030300000410	ACCIDENT HIGHWAY	27Y2	03/03/2024 05:29:49	03/03/2024 05:30:54	03/03/2024 05:39:22	03/03/2024 05:45:10	S4H	R227
38	FPK24030300000416	ACCIDENT HIGHWAY	27Y1	03/03/2024 19:06:38	03/03/2024 19:06:55	03/03/2024 19:14:24	03/03/2024 20:12:45	S4H	R27
39	FPK24030300000418	ACCIDENT HIGHWAY	27Y2	03/03/2024 19:35:54	03/03/2024 19:36:42	03/03/2024 19:41:41	03/03/2024 19:44:11	S4H	R7
40	FPK24030300000419	ACCIDENT HIGHWAY	27Y1	03/03/2024 20:45:52	03/03/2024 20:46:06	03/03/2024 20:53:56	03/03/2024 21:21:16	S4H	R27
41	FPK24030300000420	ACCIDENT HIGHWAY	27Y1	03/03/2024 21:05:19	03/03/2024 21:09:36	01/01/0001 00:00:00	03/03/2024 21:15:06	S4H	R227
42	FPK24030600000441	ACCIDENT HIGHWAY	27Y2	03/06/2024 20:51:28	03/06/2024 20:51:43	03/06/2024 21:01:26	03/06/2024 22:06:26	S4H	R27
43	FPK24030600000442	ACCIDENT HIGHWAY	27Y2	03/06/2024 20:51:33	01/01/0001 00:00:00	01/01/0001 00:00:00	03/06/2024 20:52:33	S4H	

	A	B	C	D	E	F	G	H	I
44	FPK24030800000447	ACCIDENT HIGHWAY	27Y1	03/08/2024 09:21:11	03/08/2024 09:21:34	03/08/2024 09:28:01	03/08/2024 09:30:54	S4H	R227
45	FPK24030900000457	ACCIDENT HIGHWAY	27Y2	03/09/2024 20:09:23	03/09/2024 20:09:59	03/09/2024 20:15:06	03/09/2024 20:34:44	S4H	R27
46	FPK24031000000464	ACCIDENT HIGHWAY	27Y1	03/10/2024 15:00:20	03/10/2024 15:00:35	03/10/2024 15:10:36	03/10/2024 15:18:59	S4H	R7
47	FPK24030100000404	ACCIDENT HIGHWAY	27Y1	03/01/2024 18:26:10	03/01/2024 18:26:37	03/01/2024 18:32:30	03/01/2024 19:01:15	S4H	R27
48	FPK24031100000480	ACCIDENT HIGHWAY	27Y1	03/11/2024 21:55:23	03/11/2024 21:55:37	03/11/2024 22:08:40	03/11/2024 22:09:25	S4H	R27
49	FPK24031300000492	ACCIDENT HIGHWAY	27Y1	03/13/2024 22:06:50	03/13/2024 22:07:04	01/01/0001 00:00:00	03/13/2024 22:19:48	S4H	R27
50	FPK24031300000493	ACCIDENT HIGHWAY	27Y1	03/13/2024 22:10:44	03/13/2024 22:11:44	03/13/2024 22:18:56	03/13/2024 22:20:24	S4H	R227
51	FPK24031600000503	ACCIDENT HIGHWAY	27Y1	03/16/2024 01:49:59	03/16/2024 01:50:39	03/16/2024 02:00:49	03/16/2024 02:08:00	S4H	R27
52	FPK24031000000462	ACCIDENT HIGHWAY	27Y2	03/10/2024 08:39:25	03/10/2024 08:39:59	03/10/2024 08:44:52	03/10/2024 08:49:01	S4H	R27
53	FPK24031700000513	ACCIDENT HIGHWAY	27Y1	03/17/2024 14:02:15	03/17/2024 14:02:48	03/17/2024 14:13:22	03/17/2024 14:21:30	S4H	R27
54	FPK24031600000505	ACCIDENT HIGHWAY	27Y1	03/16/2024 15:39:27	03/16/2024 15:40:05	03/16/2024 15:46:41	03/16/2024 16:27:07	S4H	R27

	A	B	C	D	E	F	G	H	I
55	FPK24032000000539	ACCIDENT HIGHWAY	27Y2	03/20/2024 23:46:27	03/20/2024 23:52:59	01/01/0001 00:00:00	03/20/2024 23:54:02	S4H	R7
56	FPK24032000000538	ACCIDENT HIGHWAY	27Y2	03/20/2024 23:43:23	03/20/2024 23:43:52	03/20/2024 23:51:05	03/21/2024 00:16:49	S4H	R27
57	FPK24032100000540	ACCIDENT HIGHWAY	27Y1	03/21/2024 07:26:50	03/21/2024 07:27:06	01/01/0001 00:00:00	03/21/2024 07:33:49	S4H	R27
58	FPK24032400000561	ACCIDENT HIGHWAY	27Y1	03/24/2024 19:55:21	03/24/2024 19:56:00	03/24/2024 20:02:35	03/24/2024 20:53:55	S4H	R27
59	FPK24032600000568	ACCIDENT HIGHWAY	27Y2	03/26/2024 13:49:02	03/26/2024 13:49:39	03/26/2024 13:58:30	03/26/2024 14:11:34	S4H	R27
60	FPK24032700000582	ACCIDENT HIGHWAY	27Y2	03/27/2024 23:50:35	03/27/2024 23:50:53	03/27/2024 23:58:19	03/28/2024 00:06:54	S4H	R227
61	FPK24030600000438	ACCIDENT WITH INJURIES	27B	03/06/2024 12:04:46	03/06/2024 12:05:05	03/06/2024 12:08:06	03/06/2024 12:11:02	S4I	R27
62	FPK24030600000439	ACCIDENT WITH INJURIES	27B	03/06/2024 14:47:42	03/06/2024 14:47:54	03/06/2024 14:51:33	03/06/2024 14:55:36	S4I	R27
63	FPK24030900000456	ACCIDENT WITH INJURIES	27Y1	03/09/2024 16:38:39	03/09/2024 16:39:21	03/09/2024 16:45:16	03/09/2024 16:48:09	S4I	R27
64	FPK24031000000459	ACCIDENT WITH INJURIES	27B	03/10/2024 05:36:18	03/10/2024 05:36:39	03/10/2024 05:42:53	03/10/2024 06:24:42	S4I	R27
65	FPK24031000000460	ACCIDENT WITH INJURIES	27B	03/10/2024 05:37:07	01/01/0001 00:00:00	01/01/0001 00:00:00	03/10/2024 05:38:11	S4I	

	A	B	C	D	E	F	G	H	I
66	FPK24031000000467	ACCIDENT WITH INJURIES	27B	03/10/2024 23:34:35	01/01/0001 00:00:00	01/01/0001 00:00:00	03/10/2024 23:35:32	S4I	
67	FPK24031200000485	ACCIDENT WITH INJURIES	27B	03/12/2024 19:19:37	03/12/2024 19:20:19	03/12/2024 19:23:56	03/12/2024 20:13:23	S4I	R27
68	FPK24031500000499	ACCIDENT WITH INJURIES	27B	03/15/2024 08:08:16	03/15/2024 08:09:00	03/15/2024 08:12:53	03/15/2024 09:01:33	S4I	R27
69	FPK24031700000510	ACCIDENT WITH INJURIES	27A	03/17/2024 06:51:34	03/17/2024 06:51:57	03/17/2024 06:56:00	03/17/2024 07:11:30	S4I	R27
70	FPK24032000000531	ACCIDENT WITH INJURIES	27A	03/20/2024 07:36:41	03/20/2024 07:37:01	03/20/2024 07:37:06	03/20/2024 08:31:55	S4I	R27
71	FPK24032000000537	ACCIDENT WITH INJURIES	27A	03/20/2024 20:49:39	03/20/2024 20:50:03	03/20/2024 20:56:25	03/20/2024 21:53:39	S4I	R227
72	FPK24032100000541	ACCIDENT WITH INJURIES	27B	03/21/2024 08:32:03	03/21/2024 08:32:18	03/21/2024 08:36:43	03/21/2024 08:49:08	S4I	R27
73	FPK24032100000543	ACCIDENT WITH INJURIES	27B	03/21/2024 16:45:38	03/21/2024 16:45:51	03/21/2024 16:49:21	03/21/2024 17:28:17	S4I	R27
74	FPK24032100000544	ACCIDENT WITH INJURIES	27B	03/21/2024 16:48:58	03/21/2024 16:49:12	01/01/0001 00:00:00	03/21/2024 16:50:34	S4I	R227
75	FPK24032100000542	ACCIDENT WITH INJURIES	27A	03/21/2024 16:08:53	03/21/2024 16:09:08	03/21/2024 16:13:34	03/21/2024 16:43:29	S4I	R27
76	FPK24032300000554	ACCIDENT WITH INJURIES	27A	03/23/2024 17:08:20	03/23/2024 17:08:34	03/23/2024 17:12:24	03/23/2024 17:52:17	S4I	R227

	A	B	C	D	E	F	G	H	I
77	FPK24031100000474	ACCIDENT WITH INJURIES	27B	03/11/2024 13:21:03	03/11/2024 13:21:21	03/11/2024 13:33:47	03/11/2024 13:33:50	S4I	R27
78	FPK24032600000569	ACCIDENT WITH INJURIES	27B	03/26/2024 17:03:19	03/26/2024 17:03:59	03/26/2024 17:10:17	03/26/2024 17:24:21	S4I	R27
79	FPK24032200000549	ACCIDENT WITH INJURIES	27B	03/22/2024 22:32:30	03/22/2024 22:33:11	03/22/2024 22:38:29	03/22/2024 23:16:52	S4I	R27
80	FPK24032600000570	ACCIDENT WITH INJURIES	27B	03/26/2024 17:59:19	03/26/2024 17:59:54	03/26/2024 18:08:30	03/26/2024 18:26:46	S4I	R27
81	FPK24033000000600	ACCIDENT WITH INJURIES	27B	03/30/2024 14:34:34	03/30/2024 14:36:50	03/30/2024 14:42:03	03/30/2024 14:50:03	S4I	R17
82	FPK24031200000487	ABDOMINAL PAIN	27A	03/12/2024 21:03:38	03/12/2024 21:03:48	03/12/2024 21:09:27	03/12/2024 21:52:55	S67AP	R27
83	FPK24032000000532	ABDOMINAL PAIN	27A	03/20/2024 08:07:53	03/20/2024 08:08:02	03/20/2024 08:14:34	03/20/2024 08:55:29	S67AP	R227
84	FPK24031700000509	ABDOMINAL PAIN	27B	03/17/2024 05:24:50	03/17/2024 05:25:10	03/17/2024 05:36:21	03/17/2024 06:28:07	S67AP	R27
85	FPK24031600000506	ALLERGIC REACTION	27A	03/16/2024 23:36:53	03/16/2024 23:37:03	03/16/2024 23:44:03	03/17/2024 00:19:00	S67AR	R227
86	FPK24031200000484	BACK PAIN	27A	03/12/2024 12:36:53	03/12/2024 12:37:05	03/12/2024 12:41:47	03/12/2024 13:11:47	S67BP	R27
87	FPK24032900000590	BACK PAIN	27A	03/29/2024 05:31:38	03/29/2024 05:31:55	03/29/2024 05:40:42	03/29/2024 06:11:29	S67BP	R227

	A	B	C	D	E	F	G	H	I
88	FPK24032300000555	CHOKING	27A	03/23/2024 18:51:36	03/23/2024 18:51:54	03/23/2024 18:57:41	03/23/2024 20:06:11	S67CK	R227
89	FPK24030700000445	CHEST PAINS NON- TRAUMATIC	27A	03/07/2024 07:49:22	03/07/2024 07:49:32	03/07/2024 07:57:14	03/07/2024 08:29:59	S67CP	R27
90	FPK24031700000514	CHEST PAINS NON- TRAUMATIC	27B	03/17/2024 14:05:11	03/17/2024 14:05:47	03/17/2024 14:13:37	03/17/2024 15:07:11	S67CP	R227
91	FPK24031700000515	CHEST PAINS NON- TRAUMATIC	27B	03/17/2024 19:32:15	03/17/2024 19:32:24	03/17/2024 19:39:17	03/17/2024 20:26:03	S67CP	R27
92	FPK24031800000525	CHEST PAINS NON- TRAUMATIC	27B	03/18/2024 22:33:36	03/18/2024 22:33:49	03/18/2024 22:39:38	03/18/2024 23:20:23	S67CP	R27
93	FPK24032900000588	CHEST PAINS NON- TRAUMATIC	27B	03/29/2024 00:05:32	03/29/2024 00:05:48	03/29/2024 00:14:48	03/29/2024 00:51:18	S67CP	R27
94	FPK24033000000595	CHEST PAINS NON- TRAUMATIC	27B	03/30/2024 01:05:11	03/30/2024 01:05:25	03/30/2024 01:23:51	03/30/2024 01:43:36	S67CP	R27
95	FPK24031700000508	CARDIAC/RESPIRATORY ARREST	27A	03/17/2024 00:04:30	03/17/2024 00:05:15	03/17/2024 00:12:21	03/17/2024 01:19:48	S67CR	R7
96	FPK24032600000574	CARDIAC/RESPIRATORY ARREST	27A	03/26/2024 21:17:16	03/26/2024 21:17:31	03/26/2024 21:22:10	03/26/2024 22:14:45	S67CR	R7
97	FPK24032000000533	CARDIAC/RESPIRATORY ARREST	27A	03/20/2024 09:55:01	03/20/2024 09:55:16	03/20/2024 10:01:43	03/20/2024 10:15:29	S67CR	R27
98	FPK24032200000547	DIABETIC	27A	03/22/2024 17:05:06	03/22/2024 17:05:23	03/22/2024 17:11:17	03/22/2024 18:14:54	S67DB	R227

	A	B	C	D	E	F	G	H	I
99	FPK24032200000548	DIABETIC	27A	03/22/2024 19:28:17	03/22/2024 19:28:35	03/22/2024 19:33:15	03/22/2024 20:17:57	S67DB	R27
100	FPK24030300000421	FALL INJURY	27A	03/03/2024 22:19:55	03/03/2024 22:20:10	03/03/2024 22:26:44	03/03/2024 23:16:19	S67FI	R27
101	FPK24030500000429	FALL INJURY	27A	03/05/2024 09:07:52	03/05/2024 09:08:24	03/05/2024 09:14:38	03/05/2024 10:00:51	S67FI	R27
102	FPK24030500000432	FALL INJURY	27A	03/05/2024 09:50:23	03/05/2024 09:50:57	03/05/2024 09:56:55	03/05/2024 10:56:15	S67FI	R60
103	FPK24030800000448	FALL INJURY	27A	03/08/2024 10:32:05	03/08/2024 10:32:18	03/08/2024 10:36:44	03/08/2024 11:19:25	S67FI	R27
104	FPK24030500000430	FALL INJURY	27A	03/05/2024 09:16:18	03/05/2024 09:16:46	03/05/2024 09:22:05	03/05/2024 09:39:43	S67FI	R227
105	FPK24031000000461	FALL INJURY	27A	03/10/2024 08:15:23	03/10/2024 08:15:34	03/10/2024 08:19:52	03/10/2024 08:37:40	S67FI	R27
106	FPK24031100000468	FALL INJURY	27A	03/11/2024 00:41:18	03/11/2024 00:41:28	03/11/2024 00:46:52	03/11/2024 01:03:58	S67FI	R27
107	FPK24031100000473	FALL INJURY	27A	03/11/2024 10:19:09	03/11/2024 10:19:20	03/11/2024 10:24:09	03/11/2024 11:10:34	S67FI	R27
108	FPK24031100000477	FALL INJURY	27A	03/11/2024 16:49:07	03/11/2024 16:49:16	03/11/2024 16:53:28	03/11/2024 17:25:11	S67FI	R27
109	FPK24031200000486	FALL INJURY	27A	03/12/2024 19:46:13	03/12/2024 19:46:32	03/12/2024 19:53:40	03/12/2024 20:34:46	S67FI	R227

	A	B	C	D	E	F	G	H	I
110	FPK24030300000417	FALL INJURY	27A	03/03/2024 19:06:44	03/03/2024 19:07:05	03/03/2024 19:21:52	03/03/2024 19:37:15	S67FI	E7
111	FPK24031600000507	FALL INJURY	27A	03/16/2024 23:40:13	03/16/2024 23:40:38	03/16/2024 23:46:00	03/17/2024 00:42:19	S67FI	R227
112	FPK24031200000483	FALL INJURY	27B	03/12/2024 11:23:03	03/12/2024 11:23:19	03/12/2024 11:28:58	03/12/2024 11:54:30	S67FI	R227
113	FPK24031700000511	FALL INJURY	27A	03/17/2024 09:05:00	03/17/2024 09:05:09	03/17/2024 09:10:07	03/17/2024 10:04:34	S67FI	R27
114	FPK24031300000488	FALL INJURY	27A	03/13/2024 01:20:51	03/13/2024 01:21:02	03/13/2024 01:34:07	03/13/2024 02:39:32	S67FI	R27
115	FPK24031800000523	FALL INJURY	27A	03/18/2024 17:32:51	03/18/2024 17:33:01	03/18/2024 17:38:37	03/18/2024 18:36:22	S67FI	R227
116	FPK24031900000529	FALL INJURY	27A	03/19/2024 17:33:27	03/19/2024 17:33:41	03/19/2024 17:39:48	03/19/2024 18:36:24	S67FI	R27
117	FPK24032000000536	FALL INJURY	27A	03/20/2024 20:02:01	03/20/2024 20:02:16	03/20/2024 20:06:50	03/20/2024 20:54:43	S67FI	R27
118	FPK24030600000437	FALL INJURY	27B	03/06/2024 09:12:47	03/06/2024 09:13:01	03/06/2024 09:21:33	03/06/2024 10:34:59	S67FI	R27
119	FPK24032600000567	FALL INJURY	27B	03/26/2024 11:46:51	03/26/2024 11:47:22	03/26/2024 11:50:57	03/26/2024 12:44:46	S67FI	R27
120	FPK24032700000580	FALL INJURY	27B	03/27/2024 22:10:30	03/27/2024 22:10:41	03/27/2024 22:14:58	03/27/2024 22:49:33	S67FI	R27

	A	B	C	D	E	F	G	H	I
121	FPK24033000000601	FALL INJURY	27A	03/30/2024 17:35:04	03/30/2024 17:35:16	03/30/2024 17:40:05	03/30/2024 18:19:57	S67FI	R27
122	FPK24032900000591	FALL INJURY	27A	03/29/2024 11:17:24	03/29/2024 11:17:39	03/29/2024 11:23:18	03/29/2024 12:16:28	S67FI	R27
123	FPK24033000000602	FALL INJURY	27A	03/30/2024 20:24:58	03/30/2024 20:25:10	03/30/2024 20:31:43	03/30/2024 21:27:43	S67FI	R27
124	FPK24033000000598	FALL INJURY	27B	03/30/2024 12:26:29	03/30/2024 12:27:01	03/30/2024 12:32:15	03/30/2024 12:59:02	S67FI	R227
125	FPK24032400000558	HEADACHE	27A	03/24/2024 11:19:54	03/24/2024 11:20:06	03/24/2024 11:25:22	03/24/2024 12:15:52	S67HE	R227
126	FPK24031200000482	HEMORRHAGE OR LACERATION	27B	03/12/2024 11:10:10	03/12/2024 11:10:26	03/12/2024 11:16:00	03/12/2024 11:45:56	S67HM	R27
127	FPK24031400000495	HEMORRHAGE OR LACERATION	27B	03/14/2024 12:33:13	03/14/2024 12:33:25	03/14/2024 12:39:57	03/14/2024 13:15:51	S67HM	R227
128	FPK24031500000498	HEMORRHAGE OR LACERATION	27A	03/15/2024 06:33:01	03/15/2024 06:33:20	03/15/2024 06:40:21	03/15/2024 07:18:32	S67HM	R27
129	FPK24032700000579	HEART PROBLEMS	27A	03/27/2024 20:13:00	03/27/2024 20:13:12	03/27/2024 20:20:06	03/27/2024 20:44:05	S67HP	R27
130	FPK24030600000443	INJURY	27A	03/06/2024 22:22:55	03/06/2024 22:23:06	03/06/2024 22:28:00	03/06/2024 23:06:23	S67IJ	R27
131	FPK24030200000405	OVERDOSE OR POISONING	27A	03/02/2024 00:08:34	03/02/2024 00:08:59	03/02/2024 00:14:45	03/02/2024 00:29:52	S67OD	R27

	A	B	C	D	E	F	G	H	I
132	FPK24032600000576	OVERDOSE OR POISONING	27A	03/26/2024 22:13:01	03/26/2024 22:13:01	03/26/2024 22:13:36	03/26/2024 23:07:28	S67OD	R27
133	FPK24030300000409	UNCONSCIOUS OR FAINTING	27B	03/03/2024 05:08:55	03/03/2024 05:09:12	03/03/2024 05:16:19	03/03/2024 05:49:43	S67PO	R27
134	FPK24030300000413	UNCONSCIOUS OR FAINTING	27A	03/03/2024 17:21:19	03/03/2024 17:21:48	03/03/2024 17:26:26	03/03/2024 18:00:47	S67PO	R227
135	FPK24030300000411	UNCONSCIOUS OR FAINTING	27A	03/03/2024 07:08:27	03/03/2024 07:08:40	03/03/2024 07:17:51	03/03/2024 07:20:49	S67PO	R27
136	FPK24030800000446	UNCONSCIOUS OR FAINTING	27A	03/08/2024 09:11:05	03/08/2024 09:11:53	03/08/2024 09:16:39	03/08/2024 10:19:46	S67PO	R227
137	FPK24031000000465	UNCONSCIOUS OR FAINTING	27B	03/10/2024 18:03:17	03/10/2024 18:03:30	03/10/2024 18:11:06	03/10/2024 19:17:17	S67PO	R27
138	FPK24031000000463	UNCONSCIOUS OR FAINTING	27A	03/10/2024 12:13:28	03/10/2024 12:13:53	03/10/2024 12:19:21	03/10/2024 13:07:42	S67PO	R227
139	FPK24030400000424	UNCONSCIOUS OR FAINTING	27A	03/04/2024 17:06:40	03/04/2024 17:07:04	03/04/2024 17:12:11	03/04/2024 18:11:02	S67PO	R227
140	FPK24030500000431	UNCONSCIOUS OR FAINTING	27A	03/05/2024 09:36:26	03/05/2024 09:37:19	03/05/2024 09:43:01	03/05/2024 10:38:32	S67PO	R17
141	FPK24031400000494	UNCONSCIOUS OR FAINTING	27B	03/14/2024 09:47:14	03/14/2024 09:47:24	03/14/2024 09:50:09	03/14/2024 09:51:39	S67PO	R27
142	FPK24031300000490	UNCONSCIOUS OR FAINTING	27B	03/13/2024 13:02:30	03/13/2024 13:02:42	03/13/2024 13:02:48	03/13/2024 13:34:04	S67PO	R232

	A	B	C	D	E	F	G	H	I
143	FPK24031400000496	UNCONSCIOUS OR FAINTING	27A	03/14/2024 13:13:14	03/14/2024 13:13:55	03/14/2024 13:20:32	03/14/2024 14:17:03	S67PO	R90
144	FPK24032300000551	UNCONSCIOUS OR FAINTING	27B	03/23/2024 02:39:09	03/23/2024 02:39:23	03/23/2024 02:46:39	03/23/2024 03:22:01	S67PO	R27
145	FPK24032600000565	UNCONSCIOUS OR FAINTING	27A	03/26/2024 01:37:10	03/26/2024 01:37:23	03/26/2024 01:46:26	03/26/2024 01:59:52	S67PO	R227
146	FPK24032400000557	UNCONSCIOUS OR FAINTING	27A	03/24/2024 11:09:39	03/24/2024 11:10:03	03/24/2024 11:14:46	03/24/2024 12:11:23	S67PO	R227
147	FPK24032600000572	UNCONSCIOUS OR FAINTING	27B	03/26/2024 19:58:46	03/26/2024 19:58:57	03/26/2024 20:03:41	03/26/2024 20:43:28	S67PO	R27
148	FPK24032600000575	UNCONSCIOUS OR FAINTING	27A	03/26/2024 21:47:25	03/26/2024 21:47:59	03/26/2024 21:55:51	03/26/2024 23:15:57	S67PO	R227
149	FPK24032900000589	UNCONSCIOUS OR FAINTING	27B	03/29/2024 04:56:27	03/29/2024 04:56:41	03/29/2024 05:04:20	03/29/2024 05:49:17	S67PO	R27
150	FPK24030200000407	SICK PERSON	27A	03/02/2024 17:48:34	03/02/2024 17:48:49	03/02/2024 17:52:34	03/02/2024 18:39:57	S67SP	R27
151	FPK24030400000425	SICK PERSON	27A	03/04/2024 19:31:41	03/04/2024 19:31:58	03/04/2024 19:36:13	03/04/2024 20:24:38	S67SP	R27
152	FPK24030400000426	SICK PERSON	27A	03/04/2024 21:07:12	03/04/2024 21:07:34	03/04/2024 21:14:23	03/04/2024 21:52:24	S67SP	R27
153	FPK24030500000435	SICK PERSON	27Y2	03/05/2024 21:32:27	03/05/2024 21:32:43	03/05/2024 21:39:00	03/05/2024 22:21:54	S67SP	R27

	A	B	C	D	E	F	G	H	I
154	FPK24030600000444	SICK PERSON	27A	03/06/2024 23:57:31	03/06/2024 23:57:41	03/07/2024 00:06:06	03/07/2024 00:40:37	S67SP	R27
155	FPK24030500000433	SICK PERSON	27A	03/05/2024 16:56:22	03/05/2024 16:56:34	03/05/2024 17:01:11	03/05/2024 18:03:09	S67SP	R27
156	FPK24030900000455	SICK PERSON	27B	03/09/2024 13:40:32	03/09/2024 13:40:48	03/09/2024 13:44:28	03/09/2024 14:15:27	S67SP	R27
157	FPK24031100000476	SICK PERSON	27B	03/11/2024 15:59:11	03/11/2024 15:59:41	03/11/2024 16:06:02	03/11/2024 16:12:47	S67SP	R27
158	FPK24031100000479	SICK PERSON	27A	03/11/2024 18:57:48	03/11/2024 18:58:15	03/11/2024 19:02:52	03/11/2024 20:00:38	S67SP	R27
159	FPK24031700000516	SICK PERSON	27B	03/17/2024 20:07:34	03/17/2024 20:07:47	03/17/2024 20:15:56	03/17/2024 21:08:50	S67SP	R7
160	FPK24031100000478	SICK PERSON	27B	03/11/2024 18:34:58	03/11/2024 18:35:19	03/11/2024 18:35:34	03/11/2024 19:21:50	S67SP	R227
161	FPK24031900000526	SICK PERSON	27B	03/19/2024 06:25:04	03/19/2024 06:25:18	03/19/2024 06:34:15	03/19/2024 07:13:26	S67SP	R27
162	FPK24031800000522	SICK PERSON	27A	03/18/2024 17:11:23	03/18/2024 17:12:11	03/18/2024 17:17:07	03/18/2024 18:04:35	S67SP	R27
163	FPK24031200000481	SICK PERSON	27A	03/12/2024 05:20:42	03/12/2024 05:21:02	01/01/0001 00:00:00	03/12/2024 05:22:30	S67SP	R27
164	FPK24032000000534	SICK PERSON	27A	03/20/2024 10:47:30	03/20/2024 10:47:51	03/20/2024 10:53:53	03/20/2024 11:56:59	S67SP	R27

	A	B	C	D	E	F	G	H	I
165	FPK24031700000518	SICK PERSON	27A	03/17/2024 21:33:14	03/17/2024 21:33:24	03/17/2024 21:38:29	03/17/2024 22:16:38	S67SP	R27
166	FPK24032200000546	SICK PERSON	27B	03/22/2024 00:32:32	03/22/2024 00:32:52	03/22/2024 00:41:25	03/22/2024 01:01:07	S67SP	R27
167	FPK24032400000560	SICK PERSON	27B	03/24/2024 17:56:17	03/24/2024 17:56:30	03/24/2024 18:03:24	03/24/2024 18:34:19	S67SP	R27
168	FPK24032700000577	SICK PERSON	27A	03/27/2024 10:06:20	03/27/2024 10:06:40	03/27/2024 10:11:04	03/27/2024 10:31:52	S67SP	R27
169	FPK24032700000581	SICK PERSON	27B	03/27/2024 23:22:50	03/27/2024 23:23:04	03/27/2024 23:27:18	03/27/2024 23:51:48	S67SP	R27
170	FPK24032800000586	SICK PERSON	27A	03/28/2024 10:49:13	03/28/2024 10:49:24	03/28/2024 11:01:02	03/28/2024 12:00:43	S67SP	R227
171	FPK24032900000592	SICK PERSON	27A	03/29/2024 15:34:32	03/29/2024 15:34:40	03/29/2024 15:40:58	03/29/2024 16:28:34	S67SP	R227
172	FPK24032900000593	SICK PERSON	27A	03/29/2024 20:41:23	03/29/2024 20:42:08	03/29/2024 20:48:43	03/29/2024 21:20:07	S67SP	R27
173	FPK24033000000596	SICK PERSON	27A	03/30/2024 02:36:52	03/30/2024 02:37:11	03/30/2024 02:42:44	03/30/2024 03:11:06	S67SP	R27
174	FPK24032900000594	SICK PERSON	27A	03/29/2024 20:56:01	03/29/2024 20:56:20	03/29/2024 21:01:33	03/29/2024 21:21:22	S67SP	R7
175	FPK24030800000451	STROKE	27A	03/08/2024 21:07:39	03/08/2024 21:08:01	03/08/2024 21:14:43	03/08/2024 22:12:12	S67ST	R227

	A	B	C	D	E	F	G	H	I
176	FPK24030400000427	SEIZURE	27A	03/04/2024 22:44:49	03/04/2024 22:45:04	03/04/2024 22:52:08	03/04/2024 23:45:02	S67SZ	R27
177	FPK24030100000401	SEIZURE	27A	03/01/2024 08:43:58	03/01/2024 08:44:09	03/01/2024 08:48:56	03/01/2024 09:33:01	S67SZ	R27
178	FPK24033100000603	SEIZURE	27Y2	03/31/2024 16:02:06	03/31/2024 16:02:25	03/31/2024 16:08:13	03/31/2024 16:30:57	S67SZ	R27
179	FPK24030100000402	TROUBLE BREATHING	27B	03/01/2024 12:08:42	03/01/2024 12:08:49	03/01/2024 12:14:15	03/01/2024 13:04:42	S67TB	R27
180	FPK24030300000414	TROUBLE BREATHING	27A	03/03/2024 17:42:40	03/03/2024 17:43:10	03/03/2024 17:48:35	03/03/2024 18:37:41	S67TB	R7
181	FPK24031000000458	TROUBLE BREATHING	27B	03/10/2024 01:31:02	03/10/2024 01:31:26	03/10/2024 01:40:08	03/10/2024 03:25:40	S67TB	R27
182	FPK24031100000471	TROUBLE BREATHING	27B	03/11/2024 07:13:09	03/11/2024 07:13:27	03/11/2024 07:20:40	03/11/2024 07:55:45	S67TB	R27
183	FPK24031300000489	TROUBLE BREATHING	27B	03/13/2024 03:15:42	03/13/2024 03:16:01	03/13/2024 03:24:02	03/13/2024 03:45:16	S67TB	R27
184	FPK24031700000512	TROUBLE BREATHING	27A	03/17/2024 12:30:58	03/17/2024 12:31:07	03/17/2024 12:40:35	03/17/2024 13:27:36	S67TB	R227
185	FPK24031700000517	TROUBLE BREATHING	27B	03/17/2024 20:39:28	03/17/2024 20:39:39	03/17/2024 20:47:57	03/17/2024 21:04:04	S67TB	R27
186	FPK24032300000553	TROUBLE BREATHING	27A	03/23/2024 16:35:22	03/23/2024 16:35:46	03/23/2024 16:42:09	03/23/2024 17:28:16	S67TB	R27

	A	B	C	D	E	F	G	H	I
187	FPK24032800000585	TROUBLE BREATHING	27A	03/28/2024 10:44:53	03/28/2024 10:45:05	03/28/2024 10:50:14	03/28/2024 11:51:21	S67TB	R27
188	FPK24032800000587	TROUBLE BREATHING	27B	03/28/2024 20:14:27	03/28/2024 20:14:45	03/28/2024 20:25:09	03/28/2024 21:04:04	S67TB	R27
189	FPK24033000000599	TROUBLE BREATHING	27B	03/30/2024 12:34:38	03/30/2024 12:34:48	03/30/2024 12:38:33	03/30/2024 13:22:08	S67TB	R7
190	FPK24032000000535	TROUBLE BREATHING	27A	03/20/2024 14:20:00	03/20/2024 14:20:11	03/20/2024 14:25:57	03/20/2024 15:53:31	S67TB	R27
191	FPK24032600000573	TROUBLE BREATHING	27A	03/26/2024 20:04:28	03/26/2024 20:04:44	03/26/2024 20:12:42	03/26/2024 21:20:52	S67TB	R227
192	FPK24033000000597	TROUBLE BREATHING	27A	03/30/2024 10:42:27	03/30/2024 10:43:59	03/30/2024 10:49:58	03/30/2024 11:26:04	S67TB	R227
193	FPK24030500000428	UNKNOWN MEDICAL	27B	03/05/2024 04:34:13	03/05/2024 04:34:41	03/05/2024 04:42:24	03/05/2024 04:48:34	S67UM	R27
194	FPK24030900000454	UNKNOWN MEDICAL	27Y2	03/09/2024 10:41:32	03/09/2024 10:41:48	03/09/2024 10:45:56	03/09/2024 11:31:27	S67UM	R27
195	FPK24031100000470	UNKNOWN MEDICAL	27Y2	03/11/2024 06:52:39	03/11/2024 06:52:58	03/11/2024 07:01:07	03/11/2024 07:04:12	S67UM	R27
196	FPK24032000000530	UNKNOWN MEDICAL	27B	03/20/2024 06:57:08	03/20/2024 06:57:59	03/20/2024 07:07:12	03/20/2024 07:36:09	S67UM	R27
197	FPK24032500000564	UNKNOWN MEDICAL	27A	03/25/2024 22:10:51	03/25/2024 22:11:06	03/25/2024 22:16:45	03/25/2024 22:55:55	S67UM	R27

	A	B	C	D	E	F	G	H	I
198	FPK24031900000528	UNKNOWN MEDICAL	27B	03/19/2024 14:50:20	03/19/2024 14:50:47	03/19/2024 14:56:58	03/19/2024 14:59:10	S67UM	R27
199	FPK24031500000501	UNKNOWN MEDICAL	27B	03/15/2024 16:24:47	03/15/2024 16:25:02	03/15/2024 16:30:06	03/15/2024 17:18:29	S67UM	R27
200	FPK24031800000519	UNKNOWN MEDICAL	27A	03/18/2024 08:41:20	03/18/2024 08:41:35	03/18/2024 08:46:27	03/18/2024 08:50:08	S67UM	R227
201	FPK24032300000550	FIRE OR MEDICAL SERVICE CALL	27B	03/23/2024 00:27:34	03/23/2024 00:27:51	03/23/2024 00:35:11	03/23/2024 00:44:36	S68	E27
202	FPK24031500000500	FIRE OR MEDICAL SERVICE CALL	27B	03/15/2024 08:44:05	03/15/2024 08:44:35	01/01/0001 00:00:00	03/15/2024 08:57:43	S68	E27
203	FPK24032300000552	FIRE OR MEDICAL SERVICE CALL	27B	03/23/2024 14:09:17	03/23/2024 14:09:42	03/23/2024 14:16:06	03/23/2024 14:35:12	S68	E27
204	FPK24032700000578	FIRE OR MEDICAL SERVICE CALL	27B	03/27/2024 14:24:25	03/27/2024 14:24:42	03/27/2024 14:29:49	03/27/2024 14:56:34	S68	E27
205									
206	S25 FIRE	5							
207	S4 ACCIDENT	26							
208	S4 HIGHWAY	25							
209	S49 ALARM	14							
210	S67 MEDICAL	129							
211	S68 SERVICE CALL	4							
212									
213	TOTAL	203							



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT

3150 SW 52ND Avenue

Pembroke Park, FL 33023

Monthly Status Report

March 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 March. 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
March	59	72	43	19	476	449	\$95,960.00
Total	329	536	227	188	2757	1948	\$569,446.00
Monthly Average This Fiscal Year	54	89.3	37.8	31.3	459.5	324.8	\$94,907.67
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 increased 84% over the month of February.

By the Numbers

Fees collected are still lower than the previous year. Construction for the Magnolia Townhouses is pending which will place total fees in line with previous years.

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	Pending permits for renovations



Agenda Request

Subject:	2024 Conferences
Meeting Date:	AGENDA WORKSHOP COMMISSION MEETING - Apr 24 2024
Prepared For:	Town Commission
Staff Contact:	jeffrey louis, Emergency Management Manager
Dept/Group:	Building
Recommendation for Counsel to consider:	seeking approval of change of conference from F.A.C.E. to BOAF
Background Information:	approved conference list from February 8, 2024, I'm updating conference list to change attendance from Florida Association of Code Enforcement to Building Official Association of Florida Conference
Staff Recommendations:	
Financial Implications:	\$1,375.50 to \$1,295.50 of budgeted education funds
Alternatives:	Non approval would revert back to original list.

ATTACHMENTS:

[Copy of 2024Conferences](#)

[2024Conferences](#)

[Copy of 2024Conferences- correction 1](#)

	Status:
Christian Noel, Accounts Payable	Pending
Jacobs Horowitz, Interim Town Attorney	None
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None

2023/2024 Upcoming Conferences									
Department	Employee	Date	Conference	Registration	Estimated Cost for Lodging	Estimated Transportation Cost (Flight, Fuel, Mileage, Car Service)	Estimated Cost for Per Diem	Estimated Cost for Parking	
Finance	Christian Noel	June 9-12th	118th Annual Gov't Finance Officers Association	\$ 500.00	\$ 1,005.96	TBD	\$ 310.50	\$	112.00
Building	Nazly Cardona	May 28-31st	36th Annual Fla. Association of Business Tax Officials	\$ 399.00	\$ 756.00	N/A	\$ 241.50		TBD
Building	Jeffrey Louis	May 12-17th	2024 Governors Hurricane Conference	\$ 285.00	\$ 636.00	TBD	\$ 310.50	\$	62.50
Building	Jeffrey Louis	June 10-12th	2024 Building Official Association of Florida annual conference	\$ 649.00	\$ 280.00	TBD	\$ 241.50	\$	22.00
Clerk	Marlen Martell	April 23-26th	2024 Florida Floodplain Managers Association Annual Conference	\$ 475.00	\$ 744.00	N/A	\$ 310.50		TBD
Clerk	Marlen Martell	October 13-17th	2024 Florida Association of City Clerks Fall Academy (FYE 2025 Budget)	\$ 425.00	\$ 795.00	TBD	\$ 310.50		TBD
Code	Joseline Ramirez	May 28-31st	36th Annual Fla. Association of Business Tax Officials	\$ 399.00	\$ 756.00	N/A	\$ 241.50	\$	68.00
Code	Joseline Ramirez	June 11-14th	35th Florida Association of Code Enforcement	\$ 590.00	\$ 496.00	N/A	\$ 241.50		TBD
Police	Chief Donovan	June 17-21st	Florida Police Accreditation Conference	\$ 275.00	\$ 745.00	N/A	\$ 379.50		TBD
Police	Dwaymon Cason	June 17-21st	Florida Police Accreditation Conference	\$ 275.00	\$ 745.00	N/A	\$ 379.50		TBD
Police	Eva Rimmer	June 17-21st	Florida Police Accreditation Conference	\$ 275.00	\$ 745.00	N/A	\$ 379.50		TBD
Police	Randean Morgan	June 17-21st	Florida Police Accreditation Conference	\$ 275.00	\$ 745.00	N/A	\$ 379.50		TBD
Police	Chief Donovan	September 30-October 4th	FL-PAC Accreditation Conference to Accept Award (FYE 2025 Budget)	\$ 275.00	\$ 745.00	N/A	\$ 352.00		TBD
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Police	Chief Donovan	October 19-22nd	International Association of Chiefs of Police	\$ 500.00	\$ 1,636.00	Flight TBD	\$ 355.50		N/A
Sewer	Thomas Positano	September 8-11th	2024 American Public Works Association Annual Conference (Prices Currently Unavailable)	TBD	TBD	N/A	\$ 333.00		TBD
Sewer	Thomas Positano	June 12-14th	2024 Florida Stormwater Association Annual Conference (Prices Currently Unavailable)	TBD	TBD	N/A	TBD		TBD
Sewer/Stormwater	Aleem Ghany	June 23-27th	2024 Annual Association of Floodplain Managers	\$ 735.00	\$ 1,145.00	Flight TBD	\$ 288.00		N/A
Sewer/Stormwater	Aleem Ghany	June 12-14th	2024 Florida Stormwater Association Annual Conference (Prices Currently Unavailable)	TBD	TBD	N/A	TBD		TBD

Sewer/Stormwater	Aleem Ghany	April 23-26th	2024 Florida Floodplain Managers Association Annual Conference	\$	475.00	\$	744.00	N/A	\$	310.50	TBD
Sewer/ Stormwater	Aleem Ghany	May 29th- June 1st	2024 Florida City and County Management Association Annual Conference (Prices Currently Unavailable)		TBD		TBD	N/A	\$	241.50	TBD

Per Diem will be determined by the General Services Administration Website

Meals provided by the convention or hotel will be deducted when Travel forms are submitted prior to conference

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Conferences Expense After September 30th Will Come Out Of The 2024-25 Budget

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\$ 1,928.46
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\$ -

\$	1,529.50
\$	241.50
\$	29,615.96

AGENDA ITEM REPORT



To:

Subject: Code Compliance Department Monthly Report - March 2024

Meeting: 04 24 2024 DRAFT WORKSHOP COMMISSION MEETING - Apr 24 2024

Department: Code

Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

ATTACHMENTS:

[Code Compliance Department Detail Report - March 2024](#)

[CODE COMPLIANCE SPECIAL MAGISTRATE HEARING - Mar 20 2024 - MINUTES](#)



Code Compliance Department Report

From 3/1/2024 to 3/31/2024

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

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5832	3/1/2024	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3100 W Hallandale Beach Blvd Lot	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
6155	3/4/2024	2503 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(e). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-103(o). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Regular Mail
9377	3/4/2024	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #3149 John P Curci Drive, Bay # 1	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail



Code Compliance Department Report

From 3/1/2024 to 3/31/2024

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

Page 3 of 27

9379	3/5/2024	2301 SW 31 CT, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
9380	3/5/2024	3520 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
6720	3/5/2024	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	
9159	3/6/2024	2689 S PARK RD, PEMBROKE PARK, FL 33009	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 Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Regular Mail
7112	3/7/2024	1730 SW 30 AVE, PEMBROKE PARK, FL 33009	111.1 Certificate of Occupancy Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Regular Mail
	3/7/2024	5525 SW 41 ST, PEMBROKE PARK,		Complaint	J. Ramirez	
7112	3/8/2024	1730 SW 30 AVE, PEMBROKE PARK, FL 33009	111.1 Certificate of Occupancy Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Email
8535	3/8/2024	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2306 SW 31 Ave	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8535	3/8/2024	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2306 SW 31 Ave	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property
8877	3/8/2024	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #539-540	Sec. 15-17. - Business Tax Receipt Required.	Affidavit of Compliance	J. Gustin	Regular Mail
8877	3/8/2024	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #539-540	Sec. 15-17. - Business Tax Receipt Required.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property



Code Compliance Department Report

From 3/1/2024 to 3/31/2024

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

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6137	3/8/2024	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2303 SW 31 AVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises	Affidavit of Non- Compliance	J. Gustin	Regular Mail
6137	3/8/2024	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2303 SW 31 AVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
	3/8/2024	3196 W HALLANDALE BEACH		Complaint	J. Ramirez	
9420	3/8/2024	SW 20 ST, PEMBROKE PARK, FL 33023	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises	Complaint	J. Ramirez	



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9399	3/11/2024	4803 SW 41 ST, PEMBROKE PARK, FL 33009 #4809 SW 41 Street, Apt. 108	Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec 5-103(b). - Exterior maintenance of structures and premises Sec. 5-17. - Permit application. Sec 5-105. - Repairs and installations	Notice of Violation	J. Ramirez	Regular Mail
8785	3/11/2024	3252 SW 52 AVE, PEMBROKE PARK, FL 33023 #5425 SW 32 Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Regular Mail
9399	3/11/2024	4803 SW 41 ST, PEMBROKE PARK, FL 33009 #4809 SW 41 Street, Apt. 108	Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec 5-103(b). - Exterior maintenance of structures and premises Sec. 5-17. - Permit application. Sec 5-105. - Repairs and installations	Complaint	J. Ramirez	
9401	3/12/2024	3900 SW 52 AVE, PEMBROKE PARK, FL 33023 203	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
9406	3/12/2024	4520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #13	Sec. 21-19. - Prohibited signs. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties.	Notice of Violation	J. Ramirez	Regular Mail
9414	3/12/2024	2865 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
4361	3/12/2024	304 MARINE DR, PEMBROKE PARK, FL 33009 327	Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Ramirez	Hand



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7273	3/13/2024	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.	Notice of Formal Hearing	J. Ramirez	Email
9415	3/14/2024	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #Bay # 5	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
9416	3/15/2024	1960 SW 30 AVE, PEMBROKE PARK, FL 33009 #1960 SW 30 AVE, Unit B	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties.	Notice of Violation	J. Ramirez	Regular Mail
9417	3/15/2024	2085 JOHN P LYONS LN, PEMBROKE PARK, FL 33009 #2101 Joh P Lyons Lane	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties	Notice of Violation	J. Ramirez	Regular Mail



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9420	3/15/2024	SW 20 ST, PEMBROKE PARK, FL 33023	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises	Courtesy Notice	J. Ramirez	Hand
9418	3/15/2024	1730 SW 30 AVE, PEMBROKE PARK, FL 33009 #1730 SW 30th Ave	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties	Notice of Violation	J. Ramirez	Regular Mail
9421	3/15/2024	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
9422	3/15/2024	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #3140 Pembroke Rd 601-642	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
9002	3/19/2024	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 Compliance	J. Gustin	Regular Mail
8884	3/19/2024	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1985 S Park Rd 3	Sec. 15-17. - Business Tax Receipt Required.	Affidavit of Compliance	J. Gustin	Regular Mail
5677	3/20/2024	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. Ramirez	Certified Mail
9150	3/20/2024	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.	Amended Final Order	J. Ramirez	Certified Mail



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7112	3/20/2024	1730 SW 30 AVE, PEMBROKE PARK, FL 33009	111.1 Certificate of Occupancy Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	2nd Amended Final Order	J. Ramirez	Certified Mail
7273	3/20/2024	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.	Abate Order	J. Ramirez	Certified Mail
5123	3/20/2024	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	Abate Order	J. Ramirez	Certified Mail
6720	3/20/2024	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	Amended Final Order	J. Gustin	Certified Mail



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5654	3/20/2024	5417 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Supplemental Order/Claim of Lien	J. Gustin	Certified Mail
6134	3/20/2024	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	Final Order	J. Gustin	Certified Mail
9165	3/20/2024	2589 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Gustin	Certified Mail
8994	3/20/2024	2517 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Gustin	Certified Mail
8993	3/20/2024	2501 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Gustin	Certified Mail
5677	3/20/2024	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	Abate Order	J. Gustin	Certified Mail Hand
8535	3/20/2024	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2306 SW 31 Ave	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	2nd Amended Final Order	J. Gustin	Certified Mail Hand
5651	3/20/2024	5421 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Final Order	J. Gustin	Certified Mail
8714	3/20/2024	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.	Final Order	J. Gustin	Certified Mail Hand



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9154	3/20/2024	2550 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Gustin	Certified Mail Hand
8877	3/20/2024	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #539-540	Sec. 15-17. - Business Tax Receipt Required.	Amended Final Order	J. Gustin	Certified Mail Hand
6137	3/20/2024	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2303 SW 31 AVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises	Amended Final Order	J. Gustin	Certified Mail Hand

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6155	3/20/2024	2503 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(e). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-103(o). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	J. Ramirez	Certified Mail Hand
9420	3/21/2024	SW 20 ST, PEMBROKE PARK, FL 33023	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Ramirez	Regular Mail
9430	3/21/2024	2400 SW 30 AVE, PEMBROKE	Sec. 21-19. - Prohibited signs.	Notice of Violation	J. Gustin	Regular Mail
9432	3/21/2024	1730 SW 30 AVE, PEMBROKE	Sec. 21-19. - Prohibited signs.	Notice of Violation	J. Gustin	Regular Mail
9433	3/22/2024	3900 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
9434	3/22/2024	4250 W HALLANDALE BEACH	Sec. 21-19. - Prohibited signs.	Courtesy Notice	J. Ramirez	Regular Mail



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9436	3/22/2024	4910 SW 28 CT, PEMBROKE PARK, FL 33023 4-13	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
9437	3/22/2024	4250 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #6	Sec. 15-22. - Application. Sec. 15-40 (b) - Delinquent business tax receipt fees and penalties Sec. 15-17. - Business Tax Receipt Required.	Notice of Violation	J. Ramirez	Regular Mail
9438	3/22/2024	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #5	Sec. 22-85(a). - Obstructions of public rights-of-way. Sec. 13-6. - Circumstances for immediate removal by law enforcement officers.	Courtesy Notice	J. Ramirez	Regular Mail
9212	3/22/2024	4250 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #5	Sec. 21-21. (7) - Temporary signs Sec. 21-20(c)(2). - Permanent signs. Sec. 21-20(c)(3). - Permanent signs.	Affidavit of Compliance	J. Ramirez	Regular Mail
9214	3/22/2024	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #5	Sec. 21-20(c)(2). - Permanent signs. Sec. 21-20(c)(3). - Permanent signs. Sec. 21-21. (7) - Temporary signs	Affidavit of Non-Compliance	J. Ramirez	Regular Mail
9438	3/22/2024	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #5	Sec. 22-85(a). - Obstructions of public rights-of-way. Sec. 13-6. - Circumstances for immediate removal by law enforcement officers.	Complaint	J. Ramirez	



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9443	3/25/2024	5525 SW 41 ST, PEMBROKE PARK, FL 33023	Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties Sec. 15-40 (c) - Delinquent business tax receipt fees and penalties Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-17. - Business Tax Receipt Required. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
9418	3/25/2024	1730 SW 30 AVE, PEMBROKE PARK, FL 33009 #1730 SW 30th Ave	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties	Affidavit of Compliance	J. Ramirez	Regular Mail
9417	3/25/2024	2085 JOHN P LYONS LN, PEMBROKE PARK, FL 33009 #2101 Joh P Lyons Lane	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties	Affidavit of Compliance	J. Ramirez	Regular Mail
9090	3/25/2024	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4	Sec. 15-375 . Permit Required (b) Sec. 15-375. Permit Required (a) Sec. 15-376. Application (a) Sec. 15-378. Approval of Permit. Sec. 15-380. Fees, Penalties and Appeals (c)	Affidavit of Non-Compliance	J. Ramirez	Regular Mail
7379	3/25/2024	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #84 W LAKE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 28-340 (b). - Docks. Sec. 28-340 (b). - Docks.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail



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6571	3/25/2024	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #223	Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 5-1. - Address numbers on nonresidential buildings and portions thereof Sec. 5-17. - Permit application.	Affidavit of Non- Compliance	J. Ramirez	Regular Mail
6619	3/25/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #334	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 27-32.1. - Enforcement.	Affidavit of Non- Compliance	J. Ramirez	Certified Mail
6619	3/26/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #334	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 27-32.1. - Enforcement.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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6658	3/26/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #438	Sec. 12-48. - Outdoor storage prohibited Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 27-33. - Maintenance	Affidavit of Non-Compliance	J. Ramirez	Regular Mail
6658	3/26/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #438	Sec. 12-48. - Outdoor storage prohibited Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 27-33. - Maintenance	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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6659	3/26/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #725	Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Ramirez	Regular Mail
6662	3/26/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #1013	Sec 5-103(h). - 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. 5-17. - Permit application. Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Ramirez	Regular Mail
5196	3/26/2024	3996 PEMBROKE RD, PEMBROKE PARK, FL 33021 #Race Trac	Sec 5-103. - Exterior maintenance of structures and premises (g) Sec 5-103. - Exterior maintenance of structures and premises (i)	Affidavit of Compliance	J. Ramirez	Regular Mail
9226	3/26/2024	2540 SW 30 AVE, PEMBROKE PARK, FL 33009 #2546 SW 30 Ave	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
9227	3/26/2024	2540 SW 30 AVE, PEMBROKE PARK, FL 33009 #2544 SW 30 Ave	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
9231	3/26/2024	1950 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs.	Affidavit of Non-Compliance	J. Gustin	Regular Mail



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7379	3/27/2024	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #84 W LAKE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 28-340 (b). - Docks. Sec. 28-340 (b). - Docks.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8595	3/27/2024	4945 SW 41 ST, PEMBROKE PARK, FL 33023	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-43. - Notice to remove accumulations—To be sent to property owner. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-48. - Outdoor storage prohibited Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 27-33. - Maintenance	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6829	3/27/2024	4945 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



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7378	3/27/2024	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #82 W LAKE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
7378	3/27/2024	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #82 W LAKE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
6661	3/27/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #601	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
6661	3/27/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #601	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5199	3/28/2024	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #Epic Pharmacy -	Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Regular Mail
5467	3/28/2024	323 MARINE DR, PEMBROKE PARK, FL 33009 346	Sec 5-105. - Repairs and installations	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5467	3/28/2024	323 MARINE DR, PEMBROKE PARK, FL 33009 346	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted
5483	3/28/2024	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021	Sec. 21-19. - Prohibited signs.	Affidavit of Non-Compliance	J. Ramirez	Regular Mail
8742	3/28/2024	2601 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
8742	3/28/2024	2601 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
7531	3/28/2024	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #308	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
8072	3/28/2024	4861 SW 26 CT, PEMBROKE PARK, FL 33023 4-7	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
8072	3/28/2024	4861 SW 26 CT, PEMBROKE PARK, FL 33023 4-7	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
8073	3/28/2024	4873 SW 25 CT, PEMBROKE PARK, FL 33023 7A-6	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail



Code Compliance Department Report

From 3/1/2024 to 3/31/2024

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

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8073	3/28/2024	4873 SW 25 CT, PEMBROKE PARK, FL 33023 7A-6	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
8082	3/28/2024	3160 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
9235	3/28/2024	5100 SW 41 ST, PEMBROKE PARK, FL 33023 306	Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
9235	3/28/2024	5100 SW 41 ST, PEMBROKE PARK, FL 33023 306	Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
9160	3/28/2024	4420 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4450 W Hallandale Beach Blvd	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 21-21. (7) - Temporary signs	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
9487	3/28/2024	3030 W HALLANDALE BEACH		Courtesy Notice	J. Gustin	Hand
7531	3/29/2024	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #308	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property



Code Compliance Department Report

From 3/1/2024 to 3/31/2024

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

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4885	3/29/2024	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Jorge Heridia/Zarela Montoya 111 Lori Lane	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 12-49. - Storm event debris.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
4381	3/31/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
4381	3/31/2024	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted
4882	3/31/2024	2701 S PARK RD, PEMBROKE PARK, FL 33009 #105 Lori Lane	Sec. 12-48. - Outdoor storage prohibited Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-105. - Repairs and installations Sec 5-103. - Exterior maintenance of structures and premises (o)	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
4882	3/31/2024	2701 S PARK RD, PEMBROKE PARK, FL 33009 #105 Lori Lane	Sec. 12-48. - Outdoor storage prohibited Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-105. - Repairs and installations Sec 5-103. - Exterior maintenance of structures and premises (o)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Summary	
2nd Amended Final Order	2
Abate Order	4
Affidavit of Compliance	15
Affidavit of Non-Compliance	23
Amended Final Order	4
Complaint	3
Courtesy Notice	4
Final Order	7
Notice of Formal Hearing	26
Notice of Violation	19
Supplemental Order/Claim of	1
Total	108



MINUTES CODE COMPLIANCE SPECIAL MAGISTRATE HEARING

9:00 AM - Wednesday, March 20, 2024

Council Chambers -
3150 SW 52 AVE, PEMBROKE PARK, FL 33023

Page

1. CALL TO ORDER: 9:08 A.M.

2. SPECIAL MAGISTRATE OPENING STATEMENT

3. ROLL CALL:

SPECIAL MAGISTRATE: Harry Hipler.

CHIEF CODE COMPLIANCE OFFICER: Joseline Ramirez.

CODE COMPLIANCE OFFICER: Jean Gustin.

BUILDING CLERK: Marycari Paz.

CODE COMPLIANCE CLERK: Nazly Cardona.

TOWN ATTORNEY: Brian Sherman.

4. ADOPTION OF MINUTES

- # 4.1. [CODE COMPLIANCE SPECIAL MAGISTRATE HEARING - Jan 17 2024 - Minutes](#)

- # 4.2. [CODE COMPLIANCE SPECIAL MAGISTRATE HEARING - Feb 21 2024 - Minutes](#)

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

5.1. CASE 6155 - ADDED FOR AN ABATEMENT OF FINE

5.2. CASE 6720 – ADDED FOR AN EXTENSION OF TIME

5.3. CASE 7112 - ADDED FOR AN EXTENSION OF TIME

5.4. CASE 7273 - ADDED FOR AN ABATEMENT OF FINE

5.5. CASE 8785 - REMOVED FROM AGENDA DUE TO COMPLIANCE PRIOR TO THE HEARING DATE

5.6. CASE 8884 - REMOVED FROM AGENDA DUE TO COMPLIANCE PRIOR TO THE HEARING DATE

5.7. CASE 9002 - REMOVED FROM AGENDA DUE TO COMPLIANCE PRIOR TO THE HEARING DATE

6. PUBLIC HEARING

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

7. FORMAL HEARING - CODE OFFICER JEAN GUSTIN

- # - # 7.1. **CASE 5651** - LUNG,FELIX A - 5421 SW 41 ST PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s)- 5-17 - PERMIT APPLICATION; 5-87 - PERMIT REQUIRED 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 5651](#)

Respondent or Representative	Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Absent.	60 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	05/20/2024.

- # - # 7.2. **CASE 8714** - ABEL VILLA - 104 DAVID DRIVE, PEMBROKE PARK, FL 33009 - FORMAL HEARING – SECTION(s) - 5-17 - PERMIT APPLICATION; 5-103(a) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS - **REPEAT OFFENSE** [Case Overview 8714](#)

Respondent or Representative	Final Order Issued	Date to Comply by Before per Diem Fine is Applied
- Abel Villa. - Juliette Jedrzejzyk	30 Days to Comply \$250.00 Per Diem \$100.00 Admin Fee	04/19/2024.

- 7.3. **CASE 8785** - INFINITY AZURE LLC - 5425 SW 32 ST, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION -**REPEAT OFFENSE**

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

- 7.4. **CASE 8884** - PARK 31ST CORP - 1985 S PARK RD 3, PEMBROKE PARK, FL 33009 - FORMAL HEARING – SECTION(s)15-17 - BUSINESS TAX RECEIPT REQUIRED - **REPEAT OFFENSE**

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

- # - # 7.5. **CASE 8993** - WAREHOUSE LLC - 2501 S PARK LN, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION -**REPEAT OFFENSE** [Case Overview 8993](#)

Respondent or Representative	Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Absent.	60 Days to Comply \$500.00 Per Diem \$100.00 Admin Fee	05/20/2024.

- # - # 7.6. **CASE 8994** - PEMBROKE CROWN II LLC - 2517 S PARK LN, PEMBROKE PARK, FL 33009 - FORMAL HEARING – SECTION(s)- 5-17 - PERMIT APPLICATION; 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 8994](#)

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	04/19/2024.

- # - # 7.7. **CASE 9154** - JUNHALLA LLC - 2550 S PARK RD, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **REPEAT OFFENSE** [Case Overview 9154](#)

Respondent or Representative	Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Jose Gonzalo Garcia.	30 Days to Comply \$250.00 Per Diem \$100.00 Admin Fee	04/19/2024.

- # - # 7.8. **CASE 9165** - SOUTH PARK LANE LLC - 2589 S PARK LN, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 9165](#)

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	04/19/2024.

- # - # 7.9. **CASE 9002** - SOUTHERN REINFORCING STEEL CO INC - 1849 SW 31 AVE PEMBROKE PARK, FL 33009 - FORMAL HEARING SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 15-17 - BUSINESS TAX RECEIPT REQUIRED - **REPEAT OFFENSE** [Case Overview 9002](#)

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

- # - # 7.10. **CASE 6134** - RUTH MARTINEZ CEDANO - 3140 W HALLANDALE BEACH BLVD, LOT 14, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s)5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 6134](#)

Respondent or Representative	Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Absent.	60 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	05/20/2024.

8. HEARING TO CONFIRM FINE - CODE OFFICER JEAN GUSTIN

- # - # 8.1. **CASE 5654** - COLE, YVONNE - 5417 SW 41 ST, PEMBROKE PARK, FL 33023 - HEARING TO CONFIRM FINE - SECTION(s) 5-17 - PERMIT APPLICATION; 5-87. - PERMIT REQUIRED; 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 5654](#)

Respondent or Representative	Supplemental Order/Code Compliance Lien Issued
Absent.	Confirmed Fine of \$15,000.00.

- # - # 8.2. **CASE 5677** - MIGUEL PEREZ - 5407 SW 41 ST, PEMBROKE PARK, FL 33023- HEARING TO CONFIRM FINE - SECTION(s) 5-17 - PERMIT APPLICATION; 5-87. - PERMIT REQUIRED; 5-105 - REPAIRS AND INSTALLATIONS; 12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** [Case Overview 5677](#)

Respondent or Representative	Supplemental Order/Code Compliance Lien Issued
Miguel Perez	Confirmed Fine of \$1,700.00.

- # - # 8.3. **CASE 6720** - JANIO CRUZ / MARY PATTERSON - 3140 W HALLANDALE BEACH BLVD, LOT 520, PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** [Case Overview 6720](#)

Respondent or Representative	Supplemental Order/Code Compliance Lien Issued
Absent.	No lien order was issued, case was added to the agenda for an extension of time.

9. HEARING TO EXTEND TIME - CODE OFFICER JEAN GUSTIN

- # - # 9.1. **CASE 6137** - ANGELA EXPOSITO - 2303 SW 31 AVE - PEMBROKE PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s) 5-103. EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES (c)(h)(j); 5-17 - PERMIT APPLICATION; 5-105 - REPAIRS AND INSTALLATIONS;12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** [Case Overview 6137](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by Before per Diem Fine is Applied
- Angela Exposito. - Mayte Almeida.	60 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	05/20/2024.

- # - # 9.2. **CASE 6720** - JANIO CRUZ / MARY PATTERSON - 3140 W HALLANDALE BEACH BLVD, LOT 520, PEMBROKE PARK, FL 33009 - HEARING TO CONFIRM FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** [Case Overview 6720](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Absent.	60 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	05/20/2024.

- # - # 9.3. **CASE 8535** - LEESY TAYPE - 2306 SW 31 AVE, PEMBROKE PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s) 5-17 - PERMIT APPLICATION; 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 8535](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Leesy Taype.	60 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	05/20/2024.

- # - # 9.4. **CASE 8877** - PEMBROKE PARK WAREHOUSES HOLDING - 3120 PEMBROKE RD, #539-540, PEMBROKE PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s) 15-17 - BUSINESS TAX RECEIPT REQUIRED - **REPEAT OFFENSE** [Case Overview 8877](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by Before per Diem Fine is Applied
- Nancy Romero. - Marvin Obando.	90 Days to Comply \$100.00 Per Diem \$100.00 Admin Fee	06/18/2024.

10. HEARING TO ABATE FINE - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 10.1. **CASE 5123** - HEATON,SCOTT H/E MULLER,ALEX - 3487 SW 52 AVE PEMBROKE PARK, FL 33023 - HEARING TO ABATE FINE - SECTION(s) 5-103(a)(c)(f)(h) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES ; 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 5123](#)

Respondent or Representative	Order of Abatement Issued	Date to Submit Payment by
Absent.	Fine Abated to \$300.00 Payable in 30 Days or Reverts to \$2,100.00.	04/19/2024.

- # - # 10.2. **CASE 6155** - VIP RE 2503 LLC - 2503 JOHN P LYONS LN, PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-103(a)(e)(g)(h)(i)(j)(m)(o) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 12-41 - ACCUMULATIONS DEEMED PUBLIC NUISANCE - **FIRST OFFENSE** [Case Overview 6155](#)

Respondent or Representative	Order of Abatement Issued	Date to Submit Payment by
Martin Verster.	Fine Abated to \$37,303.00 Payable in 0 Days or Reverts to \$155,778.00.	04/19/2024.

- # - # 10.3. **CASE 7273** - SOUTH PARK 33009 LLC - 2689-2699 S PARK ROAD, PEMBROKE PARK FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-103(a)(k) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 12-48 - OUTDOOR STORAGE PROHIBITED; 15-40 - DELINQUENT TAX RECEIPT FEES AND PENALTIES; 15-17 - BUSINESS TAX RECEIPT REQUIRED; 15-175 - CERTIFICATE OF USE REQUIREMENTS; 15-177 - INITIAL CERTIFICATE OF USE - **FIRST OFFENSE** [Case Overview 7273](#)

Respondent or Representative	Order of Abatement Issued	Date to Submit Payment by
Absent.	Fine Abated to \$1,563.00 Payable in 30 Days or Reverts to \$9,850.00.	04/19/2024.

- # - # 10.4. **CASE 5677** - MIGUEL PEREZ - 5407 SW 41 ST, PEMBROKE PARK, FL 33023- HEARING TO CONFIRM FINE - SECTION(s) 5-17 - PERMIT APPLICATION; 5-87. - PERMIT REQUIRED; 5-105 - REPAIRS AND INSTALLATIONS; 12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** [Case Overview 5677](#)

Respondent or Representative	Order of Abatement Issued	Date to Submit Payment by
Miguel Perez.	Fine Abated to \$260.00 Payable in 30 Days or Reverts to \$37,303.00.	04/19/2024.

11. HEARING TO EXTEND TIME - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 11.1. **CASE 7112** - 1730 PR LLC - 1730 SW 30 AVE, PEMBROKE PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s) 5-105 - REPAIRS AND INSTALLATION; 5-17 - PERMIT APPLICATION; 111.1 - CERTIFICATE OF OCCUPANCY - **REPEAT OFFENSE** [Case Overview 7112](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Absent.	90 Days to Comply \$250.00 Per Diem \$100.00 Admin Fee	06/18/2024.

- # - # 11.2. **CASE 9150** - 3192-4 W HALLANDALE LLC %MGMT OFFICE - 3192-3194 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s) 3-6 - NOISE RESTRICTION IN ESTABLISHMENTS; 5-105 - REPAIRS AND INSTALLATION; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** [Case Overview 9150](#)

Respondent or Representative	Amended Final Order Issued	Date to Comply by Before per Diem Fine is Applied
Absent.	90 Days to Comply \$250.00 Per Diem \$100.00 Admin Fee	06/18/2024.

12. ADJOURNMENT: 10:22 P.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.



Town of Pembroke Park
Bills Over \$500.00

Wednesday, April 24, 2024

Invoice #	Vendor	Service/Product	Department	Total
171367	AAA Radiators & A/C	Rebuilt A/C Compressor & Fan Clutch- 2008 Ford F150	Roads & Streets	\$ 950.00
202405	Accreditation Consulting	Professional Accreditation Services	Police	\$ 4,500.00
3295208	Action Labor of Florida, LLC	Crossing Guard Svc-WE 2/11/2024	Non-Departmental	\$ 629.40
3295241	Action Labor of Florida, LLC	Crossing Guard Svc-WE 2/18/2024	Non-Departmental	\$ 734.30
3295309	Action Labor of Florida, LLC	Crossing Guard Svc-WE 3/3/2024	Non-Departmental	\$ 629.40
3295342	Action Labor of Florida, LLC	Crossing Guard Svc-WE 3/10/2024	Non-Departmental	\$ 566.46
3295371	Action Labor of Florida, LLC	Crossing Guard Svc-WE 3/17/2028	Non-Departmental	\$ 629.40
3295443	Action Labor of Florida, LLC	Crossing Guard Svc-WE 4/07/2024	Non-Departmental	\$ 629.40
3295476	Action Labor of Florida, LLC	Crossing Guard Svc-WE 4/14/2024	Non-Departmental	\$ 503.52
19431Balance	Atlantic Environmental Systems	Odor Control Unit# 10 & Addit.	Sewer	\$ 7,062.00
3137037	AWC Inc	Scada Sys for Coco Cola Sewer Lift Station # 19	Sewer	\$ 3,925.00
3155225	AWC Inc	Scada Sys for Coco Cola Sewer Lift Station # 19	Sewer	\$ 2,125.00
7943693	Best Buy Stores LP	TV's for Police and Town	Police	\$ 2,299.92
Pembrokepark24	Broward League of Cities	2024 Annual Installation Dinner	Commission	\$ 5,000.00
82880	Bryant Miller	Labor & Employment FOP Case	Legal	\$ 2,112.00
83119	Bryant Miller	Labor & Employment FOP Case	Legal	\$ 1,944.00
01-134214	Burkhard's Tractor & Equipment	Lawnmower repair	Parks	\$ 1,720.64
120932	Bush Graziano Rice & Hearing	Matters Regarding Investigation #1438.001	Legal	\$ 11,062.50
2024.0786.02.exp	CAS Governmental Services	Legislative Session February 2024	Non-Departmental	\$ 4,708.14
2024.0786.02.ret	CAS Governmental Services	Legislative Session February 2024	Non-Departmental	\$ 2,500.00
2024.0786.03.exp	CAS Governmental Services	Legislative Session March 2024	Non-Departmental	\$ 1,246.15
2024.0786.03.ret	CAS Governmental Services	Legislative Session February 2024	Non-Departmental	\$ 2,500.00
2024.0786.PLN74.GA8	CAS Governmental Services	Grant Management & Adm Asst Fee	Non-Departmental	\$ 750.00
2024.FDEP23PLN74.GA9	CAS Governmental Services	Grant Management & Adm Asst Fee	Non-Departmental	\$ 750.00
24040102	City of Margate	Teletype Services - March 2024	Police	\$ 9,366.46
293009	Civic Plus	One Year Subscription	Clerk	\$ 2,610.30
TPP-69	Clean Space Inc	Janitorial Services-March 2024	Non-Departmental	\$ 1,950.00
TPP-70	Clean Space Inc	Janitorial Services-April 2024	Non-Departmental	\$ 1,950.00
CASA-INV-001721	Craig A Smith & Assoc.	Engineering Svc-February 2024	Engineering	\$ 6,420.00
CASA-INV-001500	Craig A Smith & Assoc.	TPP-Utilities-November 2023	Sewer	\$ 735.70
CASA-INV-001752	Craig A Smith & Assoc.	TPP-Utilities-February 2024	Sewer	\$ 791.20
CASA-INV-1724	Craig A Smith & Assoc.	Waste water master plan	Sewer	\$ 3,241.00
35658464	Edd Helms Group Inc	HVAC engineering design	Engineering	\$ 10,805.00
90753	Edd Helms Group Inc	A/C install Rebuilt Motor/ 3rd Floor	Non-Departmental	\$ 1,132.50
29037994	Edd Helms Group Inc	HVAC Commercial Labor Town Hall	Non-Departmental	\$ 1,418.50
7198	Flagler-Technologies LLC	IT Management Services	Information Technology	\$ 1,800.00
7340	Flagler-Technologies LLC	Microsoft Office 365 Police	Police	\$ 1,436.03
8046	Flagler-Technologies LLC	IT Management Services	Information Technology	\$ 1,800.00

8048	Flagler-Technologies LLC	Town Hall MS 365 March 2024	Information Technology	\$	2,016.00
8049	Flagler-Technologies LLC	MS Office 365-Police	Police	\$	1,471.88
INV38129	GL Distributors	Gator Hawk Body Armor-M. Casey	Police	\$	1,002.53
58916	Goren,Cherof, Doody & Ezrol, PA	Regarding General Legal Matters	Legal	\$	12,134.80
58917	Goren,Cherof, Doody & Ezrol, PA	Regarding Police Legal Matters	Legal	\$	2,022.50
58919	Goren,Cherof, Doody & Ezrol, PA	Code Enforcement & Special Magistrate Matters	Legal	\$	1,900.00
58920	Goren,Cherof, Doody & Ezrol, PA	Regarding Laor Matters	Legal	\$	769.00
58921	Goren,Cherof, Doody & Ezrol, PA	Regarding Adv Anderson, Gerald	Legal	\$	1,943.00
58922	Goren,Cherof, Doody & Ezrol, PA	Regarding Pension Matters	Legal	\$	917.50
10287	Hollywood Janitorial Supply	Multifold Towels,Tarash bags-Town Hall	Non-Departmental	\$	574.85
Mar-24	Joseph A Faris Jr	Electrical Inspections- March 2024	Building	\$	4,800.00
Mar-24	Juan Gonzalez	Plumbing Inspection- March 2024	Building	\$	4,325.00
32670	Keith And Assoc, Inc	SW 30th St Sewer Forcemain replacement	Planning	\$	25,920.00
32687	Keith And Assoc, Inc	On-Call Planning - 02/25-03/23/2024	Planning	\$	9,513.19
32682	Keith And Assoc, Inc	Pampas Soccer-Cost recovery	Planning	\$	3,423.29
32689	Keith And Assoc, Inc	Zoning Permit Review and Inspections	Planning	\$	2,400.00
32732	Keith And Assoc, Inc	John p Lyons Lane Drainage Improvement	Planning	\$	3,345.00
27364621	Kimley-Horn & Assoc.	Vulnerability Assessment	Planning	\$	33,250.00
27367398	Kimley-Horn & Assoc.	Stormwater masterplan	Stormwater	\$	9,800.00
27708002	Kimley-Horn & Assoc.	Stormwater masterplan	Stormwater	\$	12,600.00
146795	King Pumps Inc	Gorman Flap Valve Assembly	Stormwater	\$	500.00
15893	Megawattage LLC	Replace Control Board	Sewer	\$	9,521.69
15902	Megawattage LLC	Diagnostic Troubleshoot Stormwater Station#3 (ATS)	Stormwater	\$	760.00
IN19696	Mytana Mfg Co	Camera and Focal Lens	Sewer	\$	847.48
185533	National League of Cities	Dirac Member Dues 12/1/2023-11/30/2024	Commission	\$	1,276.00
Mar-24	Orlando Arrom	Engineering Svc-Inspections 2024	Building	\$	1,075.00
23628	Paveco National LLC	Asphalt repair	Roads & Streets	\$	2,850.00
23629	Paveco National LLC	Asphalt repair	Roads & Streets	\$	4,700.00
100132	Projected Point Inc	Interim Finance Director Services	Finance	\$	7,175.00
S1-004608	Quigar Electric Inc	30HP Pump	Stormwater	\$	2,318.46
S1-009994	Quigar Electric Inc	PVC Cement, PVC Cleaner, Gasket Flange-LS # 15	Stormwater	\$	1,911.15
2847	Renovaship	Fabricate Aluminum Boxes	Sewer	\$	580.00
2853	Renovaship	Install Winch to Trailer & Fabricate Aluminum Box	Sewer	\$	720.00
2862	Renovaship	Custom Sewer pipe Drain	Sewer	\$	1,250.00
20601	Russell Thomas Electric Inc	January 2024-Electrical Panel	Non-Departmental	\$	543.00
305941	Safebuilt LLC	Building Official Svc-March 2024	Building	\$	8,625.00
7560	Seavey Garden & Equip	New Clutch for Scag Mower	Parks	\$	681.99
IV-160090	Smarsh Inc	Town Monthly Professional Archiving March 2024	Information Technology	\$	653.82
78603	Southern Sewer Equipment	Emergency Recycling Truck Repair	Roads & Streets	\$	6,621.10
4757	Tidewater Consulting, Inc	Gov't Relations Consulting Fee 2024	Legal	\$	20,000.00
12272	TSB Miami LLC	Bookcases and table-Finance	Finance	\$	1,174.97
Total				\$	312,847.12

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 Daniel Decoursey (hereinafter referred to by name or as "Interim Police Chief" and/or "Interim Chief of Police").

WITNESSETH:

WHEREAS, the Town desires to employ Daniel Decoursey as the Interim 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 Interim Police Chief and to establish conditions of employment applicable to Interim Police Chief; and

WHEREAS, Daniel Decoursey desires to accept employment as the Interim 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

- A. The Town hereby hires and appoints Daniel Decoursey as its Interim Chief of Police under the terms established herein.
- B. The Town's employment of Daniel Decoursey shall be effective as of April 15, 2024, and will continue for a period of six (6) provisionary months. Provided that neither party gives the other one (1) months' termination notice. In the event the Town Commission decides not to extend this Agreement, there shall be two weeks of severance pay and accumulated Vacation Leave (up to a maximum of 200 hours) and sick leave (up to \$250.00). In the event that less than one (1) months' notice of termination is provided by either party, terminations shall occur in accordance with Sections 11 and 12 of this Agreement.

Section 2. Salary and Evaluation

- A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Interim Police Chief a six (6) months base salary of seventy-six thousand dollars (\$76,00.00), payable in equal installments at the same pay schedule as other Town employees are paid.
- B. If this Agreement is extended, should the general Town staff receive a cost-of-living increase, the Interim Police Chief shall receive the same cost of living increase at the same time as the other staff.

- C. Interim Police Chief 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.
- D. Nothing in this Section shall require the Town to increase the base salary or other benefits of the Interim Police Chief. Furthermore, the Town's failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this Agreement.

Section 3. Duties and Obligations

- A. The Interim Police Chief agrees to perform the following duties and functions to wit:
 - 1. *Devote his full time to the performance to his job as the Interim Chief of Police and to perform any and all sworn duties set forth in the Interim Police Chief's Job Description and such other duties as may be assigned by the Town, provided they are consistent with the duties of an Interim Police Chief and approved the Town Commission.*
 - 2. *Supervision of the daily operation of the Police Department.*
 - 3. *Supervision of all departmental personnel.*
 - 4. *Submission of reports to the Town either orally or in writing when request or required in order to ensure the proper communication between the Town and the Police Department.*
 - 5. *Supervision and control of both the Police Departments' equipment and motor vehicles belonging to or used by the Police Department.*
 - 6. *Establishing weapons, ammunition, uniforms, equipment, and vehicle specifications for the Police Department.*
 - 7. *Supervision of all special, auxiliary and/or reserve police officers.*
 - 8. *Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.*
 - 9. *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.*
 - 10. *Being responsible for communications with the public, including the media, on matters related to crime, police, and the department policy.*
- B. The Interim Police Chief agrees to perform the foregoing duties and responsibilities of his office faithfully, industriously, and to the best of his ability and in a professional and competent manner.
- C. Both parties agree and acknowledge that the Pembroke Park Police Department is a twenty-four hours a day, seven days a week operation involving work of a serious,

urgent, and sensitive nature. Further, the duties of the Interim Police Chief shall reasonably require the Interim Police Chief to work additional hours, beyond typical office hours that are necessary to accomplish the duties and responsibilities of the position. It is also understood and agreed that because the Interim Police Chief may on occasion be required to work many additional hours in addition to an administrative schedule, far beyond a typical business day, the Interim Police Chief shall be allowed to take reasonable compensatory time off, or be allowed to work flexible hours, in order to accomplish the requirements of the position. In order to function effectively, the Interim Police Chief shall be reasonably required to participate in community activities and events, respond to emergencies, and oversee operations and investigations on a twenty-four hours a day, seven days a week basis.

- D. The Interim Police Chief may serve on any appointed boards or elected boards of any professional organization or serve on any committees related to his professional activities, provided that such activities do not interfere with the performance of his duties as Interim Police Chief.
- E. In the event the Interim Police Chief is temporarily unable to perform his duties, he shall nominate an Acting Interim Police Chief for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Town agrees to provide the Interim Police Chief the following related to his employment:

- A. The Town agrees to provide the Interim Police Chief with an assigned take-home vehicle for the discharge of his responsibilities to the Town.
- B. Town shall provide the Interim Police Chief with a cellular telephone and laptop computer capable of remote connection to Town internet for his use in conducting Town business.

Section 5. Dues and Subscriptions

The Town agrees to pay the Interim Police Chief's dues for membership in the International Association of Chiefs of Police, the Florida Police Chiefs Association, the Broward County Chiefs of Police Association, and other law enforcement associations. The Town shall pay other dues and subscriptions on behalf of the Interim Police Chief as are approved in the Town's annual budget (on a line-item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

The Town recognizes its obligation for the professional development of the Interim Chief of Police and agrees that the Interim Police Chief shall be given adequate opportunities to develop or refresh his skills, knowledge, and abilities as a police administrator and as a department manager. As such, the Interim Chief of Police shall be reasonably allowed to attend such conferences, seminars, meetings, educational and training sessions with pay and without loss of vacation or other leave and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to these aforementioned events.

Section 7. Vacation Leave, Personal Holiday, and Sick Days

- A. The Interim Police Chief shall be entitled to eighty (80) hours of semi-annual Vacation Leave during the term of this Agreement. The Interim Police Chief's Vacation Leave shall be available for use upon commencement of employment. There is no limit on the amount of Vacation Leave that may carry forward. Upon separation of employment, the Interim Chief of Police shall be paid for up to Two Hundred (200) hours of unused Vacation Leave at his then current annual salary.
- B. In addition to Vacation Leave, the Interim Police Chief shall be entitled to five (5) personal leave days during this Agreement, none of which may be carried forward from year to year.
- C. The Interim Chief of Police shall be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective April 9, 1997, or as such policy may be updated and adopted upon future action of the Town Commission.
- D. The Interim Chief of Police shall be provided up to three (3) days of Bereavement Leave in the case of an immediate family member's death, and one (1) day for an extended family member's death.

Section 8. Holidays

The Interim Police Chief is entitled to the same paid holidays as the general Town staff. The Interim Chief of Police shall not work on holidays unless required as a result of a police emergency. In the event the Interim Chief of Police is required to work on a holiday due to a police emergency, he 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 Interim Police Chief's dental and vision insurance and the Interim Police Chief's long term disability insurance on the same terms as general employees. The Interim Police Chief agrees at this time not to utilize the health insurance provided by The Town, but shall be entitled to should he require the coverage in the future. In lieu of health insurance a \$500.00 monthly compensation will be paid.
- B. Life insurance for the Interim Police Chief shall be provided in an amount equal to two (2) times the semi-annual salary, up to \$152,000.00.
- 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 Interim Police Chief's expense.

Section 10. Retirement

The Town agrees to contribute 32.67% as stipulated by the Florida Retirement System "Special Risk" class of the Interim Police Chief's base salary to the Florida Retirement System, upon approval by the Town's Finance and Budget Department, which approval may not to 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. Termination by the Town and Severance Pay

- A. The Interim Police Chief shall serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Interim Police Chief's employment with the Town at any time, with or without "just cause".
- B. Termination "without just cause". Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Interim Police Chief "without just cause", then within ten (10) business days following such vote, the Town Commission shall cause the Interim Police Chief to be paid any accrued and unpaid salary and benefits earned (including 200 maximum hours of Vacation Leave, up to Two Hundred -Fifty(\$250.00) 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 and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within twenty (20) calendar days following the vote to terminate the Interim Police Chief's employment, the Town Commission agrees to pay the Interim Police Chief a lump sum severance pay equal to the lesser

of either two (2) weeks of his base salary or the balance of time remaining under the term of this Agreement, as full and complete payment, and satisfaction of any claims of the Interim Police Chief of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Interim Police Chief 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. Termination "with just cause". In the event the Interim Police Chief is terminated "with just cause", 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 11, Paragraph B of this Agreement. For purposes of this Agreement, termination with "just cause" is defined and limited to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Interim Police Chief's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
5. The commission of any fraudulent act against the interest of the Town.
6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
7. Any other act of a similar nature of the same or greater seriousness.

D. In the event Town terminates the employment of Interim Police Chief "with just cause", as provided in Paragraph C above, then the Interim Police Chief 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. After such hearing, if a majority of the members of the Town Commission then currently holding office find there is cause to terminate the Interim Police Chief, then the Interim

Police Chief shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days of the notice of termination.

- E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Interim Police Chief, 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 Interim Police Chief, the Interim Police Chief shall notify the Town Commission in writing of the alleged violation. The Town Commission shall have thirty (30) days from the date of such notice within which to cure the violation, otherwise, the Interim Police Chief may at his option, consider such violation as termination "without just 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 12. Termination by the Interim Police Chief

The Interim Police Chief may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than thirty (30) days prior to the effective date of the notice of termination. If the Interim Police Chief terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Interim Police Chief voluntarily resigns pursuant to this Section, the Town shall pay to the Interim Police Chief all accrued compensation due the Interim Police Chief up to the Interim Police Chief's final day of employment, including any accrued Vacation Leave up to the Two Hundred (200) hour limit. The Town shall have no further financial obligation to the Interim Police Chief pursuant to this Agreement. This subsection shall not prevent the Interim Police Chief 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 13. Disability

If the Interim Police Chief becomes permanently disabled or is otherwise unable to perform his 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 11, Paragraph B of this Agreement.

Section 14. Indemnification

- A. Town shall defend, save harmless, and indemnify the Interim Police Chief against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Interim Police Chief reasonably believes to be in the scope of his duties or function, unless he 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 thereon. The Town shall not be liable for the acts or omissions of the Interim Police Chief committed while acting outside the course and scope of his 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 Interim Police Chief shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on his 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 Interim Chief of Police, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 15. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 16. Transparency

- A. Open Door Policy: The Interim Police Chief 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 Interim Police Chief 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 Interim Police Chief 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 Interim Police Chief 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 his responsibility and/or his employment with the Town.

Section 17. 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 Interim 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 Interim Police Chief's death, the Town's obligations under this Agreement shall terminate except for:
 - 1. Transfer of ownership of retirement funds, if any, to his 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:

By: _____
ASHIRA MOHAMMED, Mayor

ATTEST:

By: _____
ALEEM A. GHANY, Town Manager

By: _____
JACOB HOROWITZ, Town Attorney

Executed by the INTERIM CHIEF OF POLICE this _____ day of _____ 2024.

By: _____
DANIEL DECOURSEY

Witnesses:

Signature

Signature

Print Name

Print Name

AGENDA ITEM REPORT



To: Commission
Subject: Salary Increase
Meeting: 04 24 2024 DRAFT WORKSHOP COMMISSION MEETING - Apr 24 2024
Department: Administrative
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The Police Department Records Custodian, Evidence Custodian and Executive Administrative Assistant to the Police Chief

FINANCIAL IMPACT:

\$12,435.00

RECOMMENDATION:

Approval of salary increase.

ATTACHMENTS:

[HR RECORDS AND EVIDENCE CUSTODIAN](#)

RESPONSIBILITIES AND DUTIES:

- Review and validate reports using the agency's Report Management System.
- Acts as a liaison with the court system, managing the distribution of subpoenas and court-related documentation.
- Submits citations to the courthouse weekly.
- Maintain SAFES System.
- Maintain all criminal records, case files, and associated documents.
- Manages the processing and dissemination of arrest packets to the state attorney's office through Evidence.com.
- Review and redact body-worn camera footage as a part of the public records request.
- Provides copies of incident or accident reports and assists law enforcement and military agencies with record checks.
- Facilitates the receipt and coordination of law enforcement information from external agencies, ensuring seamless communication and collaboration.
- Offers local background checks within the Town upon request, adhering to applicable regulations and procedures.
- Maintains comprehensive records files in compliance with federal, state, and local regulations and departmental protocols.
- Provide false alarm reports from the CAD system.
- Generates statistical reports for the Chief of Police as per request.

EVIDENCE DUTIES:

- Manages the receipt, storage, and retrieval of property, and evidence ensuring secure handling and storage procedures.
- Maintain the Evidence spreadsheet and property receipts accordingly.
- Maintain security of high value evidence – i.e. Drugs/Guns/Money.
- Transports evidence for testing or processing to the Broward Sheriff's Crime Lab.

EXECUTIVE ADMINISTRATIVE DUTIES

- Provide Support in the procurement of departmental supplies.
- Maintain Inventory log for departmental supplies.
- Create, update, and maintain all Police Forms used by the department.
- Assist with maintaining confidential files(reports/BWC footage) for department investigations.
- Write and distribute emails, correspondence memos, letters, faxes, and forms.
- Act as a point of contact on behalf of the Police Department and Chief of Police.
- Answers the telephone and disseminates information as required in the absence of the Chief.
- Provide specific reports to the Chief of Police upon request.
- Maintain Road Patrol Schedule.
- Update and maintain an employee contact list.
- Accreditation Team Member.

AGENDA ITEM REPORT



To: IT Department
Subject: MS-ISAC convention
Meeting: WORKSHOP COMMISSION MEETING - Apr 24 2024
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is for CISA, FBI, and MS-ISAC Convention

FINANCIAL IMPACT:

This is a budgeted item of \$772.88

RECOMMENDATION:

Approve

	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:	Evidence Software for Police
Meeting Date:	AGENDA WORKSHOP COMMISSION MEETING - Apr 24 2024
Prepared For:	IT Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	We are still evaluating the software between Omnigo and PMI
Background Information:	Evidence software for police department
Staff Recommendations:	Approve Software
Financial Implications:	Not to exceed \$8,500.00 PMI
Alternatives:	

ATTACHMENTS:

[2024 PMI Sole Source](#)
[Pembroke Park FL - S](#)



March 22, 2024

To Whom It May Concern:

This letter is to confirm that the PMI Evidence Tracker™ is a sole source product, manufactured, sold and distributed exclusively by Progressive Microtechnology, Inc. This product must be purchased directly from Progressive Microtechnology, Inc. at the address listed below. There are no agents or dealers authorized to represent this product. Progressive Microtechnology, Inc. is the only owner of the trademark and copyright material associated with the PMI Evidence Tracker™. Additionally, there is only one price (per package) for the above named product because of exclusive distribution or marketing rights.

If you need additional information or have any questions, please contact me at (904) 797-1050 at any time. Thank you for your interest in our product.

Regards,

A handwritten signature in blue ink that reads "Aimée A. Riggsby". The signature is fluid and cursive, with the first name "Aimée" being more prominent.

Aimée A. Riggsby
Chief Financial Officer
Progressive Microtechnology, Inc.



Progressive Microtechnology, Inc. • 4475 US 1, South • Suite 501 • Saint Augustine, FL 32086
Page 2 of 4 • 800-325-7636 • fax 904-797-6100 • www.pmievidencetracker.com



March 21, 2024

TO: Pembroke Park Police Dept.
Attn: Mark Pakula
3150 SW 52nd Ave.
Pembroke Park, FL 33023
Tel: (954) 966-4600

FROM: Aimée A. Riggsby
ariggsby@scanpmi.com
Tel: 904-797-1050
Toll: 800-325-7636
Fax: 904-797-6100

Quote # AAR0321241515
Pages in Quote: 2

Dear Mark:

Thank you for giving PMI the opportunity to quote you on your barcoding needs. We appreciate the fact that you are interested in our PMI Evidence Tracker™ system. I am pleased to offer our **PMI Evidence Tracker™ Standard** package, as well as costs for renewing your service agreement after the first year, additional media and our web-based training. The pricing, herein, is **good through April 30, 2024**. Please find below your quote in its entirety:

<u>Qty.</u>	<u>Product/Description</u>	<u>Your Price</u>
1 ea.	PMI Evidence Tracker™ Standard Includes PMI Evidence Tracker™ Software, Asset Management Module, 1 corded Barcode Scanner with USB Cable, 1 Zebra Barcode Printer with USB Cable, 1 Evidence Label Kit (1000 Labels), 1 Asset Label Kit (2000 Labels) and 1 Roll Shelf Labels (1450 Labels). Includes Installation Support, one year of Technical Service & Support, Unlimited User License , plus <u>Free Shipping</u> .	\$ 5,410.00
Optional Items		
1 ea.	Wireless Barcode Scanner (<i>In exchange for corded scanner in above packages</i>) Includes a wireless barcode scanner with a base unit that attaches USB. Working range	\$ 240.00
1 kit	Evidence Labels and Ribbon Kit (<i>Additional Supplies</i>) Includes 2 rolls of 4" x 3" (500 per roll) thermal transfer die cut poly labels and 1 roll of 4.33" x 74m resin ribbon.	\$ 98.00
1 ea.	Technical Service & Support (TSS) (<i>Renewal Cost – After 1st Year</i>) – Includes assistance with technical issues, plus all software updates and patches during the one-year agreement period. Please note that this does not include training or customization. Must have ability to utilize go-to-meeting or Zoho Assist.	\$ 695.00
1 ea.	2 Hour Web Based Training – Includes 2 hours of training through the internet. Training for your program administrator staff to include the following: software overview, system setup, admin security, customizing evidence screen, entering evidence, checking evidence in/out, creating reports, conducting a physical inventory, and creating short cuts that save time and effort, etc. Must have ability to utilize go-to-meeting.	\$ 250.00



Progressive Microtechnology, Inc. * 4475 U.S. 1 South, Ste. 501 * St. Augustine, FL 32086 * (800) 325-7636



Progressive Microtechnology, Inc.

Page 2 of 2

Unless otherwise stated herein, all prices are in U.S. dollars, FOB Saint Augustine, Florida and do not include import duties or any other fee associated with the sale and shipping of your purchase. For your convenience, unless otherwise discussed and put into writing by the parties, PMI accepts MasterCard, Visa, AMEX, COD, pre-payment by wire transfer (only method for international sales), and Net-30 terms with approved credit. If you have any questions, concerns, or comments, please feel free to contact me at any time. I certainly hope that we may do business together and I appreciate you giving PMI the opportunity to work with you on this project.

Sincerely,

Aimée

Aimée A. Riggsby



Progressive Microtechnology, Inc. * 4475 U.S. 1 South, Ste. 501 * St. Augustine, FL 32086 * (800) 325-7636



PEMBROKE PARK POLICE DEPARTMENT

30-60-90 Day Plan

Daniel DeCoursey

First 30 Days: LISTEN and LEARN (Observation Period): Internal and external analysis.

20

Key Objectives:

Internal Analysis:

- Identify what the team members' expectations are of me.
- Clearly communicate my expectations to potential team members, including my leadership philosophy, while gauging overall receptiveness.
- Support the organizational culture of values, fairness, equity, professionalism, and integrity.
- Establish the organizational structure.
- Initiate processes for hiring/promotion, discipline, and performance metrics. Discuss recruiting strategies with superiors.
- SWOT Analysis: Identify initial strengths, weaknesses, opportunities, and threats related to the organization.
- Identify influential employees and thought leaders who are current members of the team.

External - Outward Facing Analysis:

- Identify community stakeholders and introduce myself through comprehensive outreach programs.
- Identify and review current communications practices with the community stakeholders.
- Open substantial lines with the Commissioners, Town Manager, and Department Heads. Also, foster relationships with the area's federal, state, and local public safety entities. Leverage my existing public safety relationships for the advancement of the organization and provide 24/7 availability and recurring outreach.
- Through the Town of Pembroke Park and other external sources, attend public meetings and speaking engagements and educate attendees regarding the town's commitment to providing a safe and secure environment for all residents and visitors.

Attend other department meetings:

- Introduce myself to all town employees in their respective group settings and discuss agency direction and expectations.
- Build cohesive and trusting relationships with all department team members through honest, transparent, open lines of communication and active listening.
- Ensure all team members are aware of my willingness to commit to the high standards of the Town of Pembroke Park and its Police Department.

Initial reviews of the following:

- Review the recent FDLE audit of the evidence room and determine if it needs updating.
- Start a review of current policies and directives and ensure compliance with current legislative mandates and accreditation standards as directed by the Florida Commission for Law Enforcement accreditation.
- Review all active grievances, pending discipline, and open internal affairs investigations, with special attention given to investigations that are over 90 days old to ensure compliance with the Police Officer's Bill of Rights.
- Identify and review existing performance metrics for each level of the organization.
- Review the rank structure and the distribution of work assignments and configuration.
- In collaboration with the Town Finance Director, complete a comprehensive review of all expenditures, as well as past and current budgets.
- Research and obtain information on all related projects and activities that are currently relevant to the agency.

PRIORITY ACTION PLAN SUMMARY (First 30 Days)

Begin scheduling and conducting introduction and alignment meetings with everyone in the organization. Identify team members' strengths, talents, passions, and career goals and determine if they are aligned with the agency's direction. Discuss any concerns or apprehensions they may have with new leadership while providing reassurance and guidance. These types of personal alignment meetings are key to success in building sustainable long-term professional relationships and overall team cohesion.

Days 1-10: Meet with immediate supervisor and discuss respective leadership philosophies. Clearly outline expectations, communication, respect, and accountability. Initiate meetings with department employees who wish to transition over, both sworn and civilian, using a "blank slate" approach. I will form opinions based on my personal observations and experiences. The intended outcomes are to effectively communicate leadership expectations while learning what my leadership expects of me. After group meetings, conduct individual meetings with each team member. The individual meeting will give an opportunity to connect and discuss any concerns or issues that impact their respective team objectives and future assignments.

Days 10-20: Attend town meetings; introduce myself to all Town employees in their respective group settings. Share the department's vision and direction, solicit feedback or questions, and address any concerns they might have. Communicate information to my team to ensure open lines of communication are maintained and evolve so employees will feel free to share ideas and approach me with any fears or concerns they may have as our team and agency grow. I will be available for personal or group meetings during the transition period.

Days 20-30: Throughout this period, I aim to deepen my understanding and acquaint myself with essential stakeholders; additionally, I will foster communication channels between the Police Department and the community.

Days 30-60: Continue to learn and objectively evaluate strengths and gaps and establish town and community alliances that will further the mission of the agency.

Key Objectives:

Individual Meetings: Begin meeting and interviewing department members, focusing on the following expectations and outcomes:

- Building cohesive teams through the framework: trust, productive conflict, commitment, accountability, and results.
- Empowering and creative forward thinking and innovation at all levels.

- Identify and understand each agency member's roles and responsibilities, including their strengths and weaknesses, and ascertain whether they wish to continue employment with the police department.
- Ensure team member knows they are valued; human capital and personnel support are the most important components of the PPPD organization.
- Encourage problem-solving and innovation while developing trusting and collaborative relationships.
- Recognize and reward positive behaviors while immediately addressing negative ones. Negative behavior will be discussed privately, and positive behavior will be noticed publicly.
- Display integrity by choosing what is right over what is easy.
- Ensuring inclusivity by treating all community members with dignity, courtesy, and respect.

Assess current utilization of technology (Data Driven Policing):

- Work with Town IT staff to identify possible deficiencies to counteract cyber threats.
- Evaluate the current use of technology and determine where enhancements are necessary.
- Evaluate current equipment, and programming, identify shortcomings, and prioritize based on safety and agency need.
- Evaluate training needs and budget to determine if we are maximizing our potential with each dollar.
- Evaluate crime data and determine if we are deploying resources in the most effective and efficient manner.

Begin community engagement initiatives focusing on the following goals and objectives:

- Involving the Pembroke Park community in who we are and how our department functions can be the most effective way to serve, evolve, and help our students exceed their potential.
- Share information openly and regularly with the public to promote transparency.
- Engage and promote problem-solving partnerships between the community and the Police Department.
- Empower business owners and operators to provide input and feedback that will help them succeed while recommending safety and security steps they can enact.
- Focus on promoting safe, sustainable, and accessible environments for the community.
- Seek input from community groups, civic groups, and faith-based groups regarding potential problems.
- Attend community events such as social events, youth athletic leagues, etc.

Days 60-90: Clarify expectations and begin developing long-term plans to steer the organization toward the Town of Pembroke Park's vision. Continue to execute and grow initiatives.

Key Objectives:

Identify short-, medium-, and long-term processes/initiate corrections based on input from stakeholders and staff meetings. (Input = ownership)

- Encourage contributions on multiple levels to help create a participative process of problem-solving.
- Utilize existing influence and thought leaders' networks to support and validate ideas.
- Identify immediate needs and long-term goals; begin the process of addressing immediate needs.
- Act immediately on easy wins we identify; communicate tangible outcomes.

Adopting Leadership Framework

- Leading self
- Leading others
- Leading performance and change

Leadership Development Program

- Emerging leaders' development
- Supervisor development
- Mid-level command development
- Executive command development
- The art of creating and growing an environment of effective and inclusive leadership learning

Career and Personal Development Program

- Develop clearly defined benchmarks and training pipelines to help employees achieve their desired career goals and personal growth.
- Align consistent, predictable, and fair metrics/processes for promotion.
- Emotional intelligence/conflict resolution training.

Health, Wellness, and Resiliency Initiatives

- Traumatic events, awareness, and management of events
- Financial planning/education
- Fitness incentives and training
- Family support initiative

Throughout the implementation phase, we will actively make essential adjustments and modifications, paying particular attention to high-liability/high-exposure areas. The ongoing process of identifying and rectifying deficiencies will be a continuous aspect as we expand and strengthen the organization. A comprehensive strategy will be formulated to attract the most qualified individuals to join our team. Recognizing human capital's significance as our organization's cornerstone, we highly value our existing team members. As such, we are committed to merging the culture cultivated over the past two decades into a unified agency and workforce that will gain recognition as a premier law enforcement entity nationwide.

From: [Daniel Decoursey](#)
To: [Town Clerk](#)
Subject: FW: Town Weekly Update from Pembroke Park Police Department, April 08, 2024 to April 21, 2024
Date: Wednesday, April 24, 2024 9:47:08 AM

Can you please add to my presentation.
Thanks, Dan

Dan DeCoursey
Interim Police Chief
Town of Pembroke Park Police Department
Office 954-966-4600 ext 707
Cell 954-790-3897

From: Dennis Allen <dallen@pdtppfl.gov>
Sent: Monday, April 22, 2024 7:52 PM
To: Daniel Decoursey <ddecoursey@pdtppfl.gov>; Eric Morrissette <emorrissette@tppfl.gov>; Ashira Mohammed <amohammed@tppfl.gov>; aghany@tppfl.gov; whodgkins@tppfl.gov; gjacobs@tppfl.gov; mkashem@tppfl.gov; bhodgkins@tppfl.gov
Subject: RE: Town Weekly Update from Pembroke Park Police Department, April 08, 2024 to April 21, 2024

22-2404-008011 (Damage to Lift Station No. 35 fence)

- On April 17, 2024, at approximately 1100 hours, CSA Tiffany Smith responded to the Town of Pembroke Park Lift Station No. 35, located at 3924 Pembroke Road, Pembroke Park, Florida in reference to damage to City owned property. Upon arrival, CSA Smith, met with public works employee, Louis Lacroix, who reported that an unknown person damaged the fence to the Lift Station by unknown means. The suspect is unknown and there was no surveillance video footage. The estimated damaged was approximately 500.00 dollars.

22-2404-008347 (Recovered Stolen Vehicle):

- Officers received information about a possible stolen vehicle at 3120 S.W. 55th Avenue, Pembroke Park, Florida. Upon arrival, the vehicle, a blue 4 door Hyundai Sonata bearing a Florida tag of #RHK-U99 was unoccupied. A records teletype check confirmed that the vehicle was stolen out of Miami Dade County. The vehicle was removed from the FCIC/NCIC System. The vehicle was towed by Mac's Towing and the entering agency was notified through teletype of the recovery.

Case# 22-2404-008008: Burglary with a Battery (Not in Custody P/C Completed)

- On April 17th, 2024, at approximately 0857 hours, Officer R. Acosta #0034

responded to 3100 West Hallandale Beach, Florida 33009 in reference to a traffic crash. Upon arrival it was discovered that one of the drivers became upset due to the traffic crash he was involved in and began to strike the other driver's window causing the window to shatter and injure the victim. As a result, the victim suffered minor cuts to his forehead area. The offender was arrested and charged with burglary with a battery due to the incident that took place. The offender reported feeling lightheaded and began to lose consciousness as a result of the crash and was checked out by fire rescue. Due to the health state of the offender, he was issued a not-in-custody arrest and was later transported to Memorial Regional Hospital, by Broward Sheriff's Fire Rescue. See Officer Acosta's report for further information. (Allen)

22-2404-008209 (Traffic Crash/THI Investigation)

- On April 19, 2024, officers responded to a one vehicle traffic crash with injuries at 5400 S.W. 32nd Avenue, Pembroke Park, Florida. Upon arrival, officers observed a black female unresponsive and foaming from her mouth sitting in the driver's seat. The female didn't have a pulse and she was removed from the vehicle by Officers and C.P.R. was started. The Broward Sheriff's Fire Department arrived on scene, and they continued C.P.R. until the female was transported to Memorial Regional Hospital for further treatment. Life saving measures were continued at the hospital and Officers were advised that the female was placed on a Life Support System. A computed tomography scan (CT scan) of the internal images of her body revealed that she had an enlarged heart and could have had a heart failure. The Broward Sheriff's Office Traffic Homicide Detectives were notified, and they responded to the scene. THI assumed responsibility for this case investigation.

22-2404-008144 (Agg. Assault W/ A Deadly Weapon W/ Intent to Kill):

- On April 19, 2024, at 0255 hours, officers responded to 400 Ocean Boulevard, Golden Beach, FL 33160, in reference to a shooting that occurred in Town of Pembroke Park jurisdiction. The victim advised that he and the suspect were traveling eastbound in the 3000 block of West Hallandale Beach Boulevard when he inadvertently rear ended the suspect's vehicle. The victim said that he came to a final stop just west of the I-95 overpass. The victim then stated after exiting his vehicle the suspect threatened to shoot him placing him in fear for his life. Unprovoked the suspect discharged his black 9mm handgun and struck the victim's driver side window, that caused it to shatter as he sat in the driver's seat. The suspect admitted post Miranda that he had intentionally discharged his firearm at the victim. The suspect was charged with Aggravated Assault with a Deadly Weapon with Intent to Kill, and Discharging a firearm in public. The suspect arrested, charged, and later transported to Broward County Main Jail for booking..

In addition, please see the below chart for calls from April 08, 2024, to

April 21, 2024

INCIDENT TYPE	BREAKDOWN	April
ACCIDENTS	Hit and Run (3)	3
	Regular (4)	22
	Rollover (4E)	1
	With Injuries (4I)	7
	TOTAL ACCIDENTS	33
ALARM CALLS (49A, 49H, 49S)	TOTAL ALARM CALLS	29
ARRESTS	Felony	3
	Misdemeanor	5
	TOTAL ARRESTS	8
BURGLARY	Attempt (21A)	0
	Commercial (21C)	0
	Residential (21R)	0
	Vehicle (21V)	0
	TOTAL BURGLARIES	0
OTHER INCIDENT TYPES:	DOMESTIC VIOLENCE (38)	3
	INFORMATION (14)	29
	LARCENY (30)	3
	MISSING PERSON (8)	0
	PARKING COMPLAINTS (73)	42
	STOLEN VEHICLE (10)	1
	STOLEN VEHICLE RECOVERED (10R)	1
	STOLEN TAG (9)	3
	VANDALISM (40)	1
	TOTAL OTHER INCIDENT TYPES	83
TRAFFIC STOP (10-50)	TOTAL TRAFFIC STOP	60
CITATIONS		55
WARNINGS		5
	TOTAL CITATIONS/WARNINGS	60

REPORTS (FIBRS AND CRASH)		70
TOTAL CALLS FOR SERVICE 4/8/2024 - 4/21/2024		343

Lieutenant Dennis L. Allen
 Town of Pembroke Park Police Department
 3150 S.W. 52nd Avenue
 Pembroke Park, FL. 33023
 Office: 954-966-4600
 Direct: 954-588-6917
dallen@pdtppfl.gov
<https://www.tppfl.gov>

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.

RESOLUTION NO. 2023-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ENDORSING AND SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT DEVELOPMENT AND ENVIRONMENT STUDY FOR THE I-95 CORRIDOR FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR858) TO NORTH OF HOLLYWOOD BOULEVARD (SR820), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 8, 2021, the Town Commission of the Town of Pembroke Park adopted Resolution No. 2021-045, thereby requesting certain revisions and changes to the Florida Department of Transportation (“FDOT”) project development and environment study (“PD&E”) to remove certain impacts to existing businesses in the Town; and

WHEREAS, the Town specifically expressed concerns about how the planned interchange and pond location would affect businesses along S.W. 30th Avenue and West Hallandale Beach Boulevard, including significant impacts to *ad valorem* tax revenue for the Town, access to the northern portion of S.W. 30th Avenue, and limiting economic redevelopment opportunities for the underserved populations of the Town; and

WHEREAS, at the Commission workshop on October 25, 2023, representatives from the FDOT presented a revised PD&E study plan to the Town Commission, which sought to address the concerns previously raised by the Town; and

WHEREAS, the Town’s professional staff has reviewed the revised PD&E study presented by FDOT and determined that it sufficiently addressed the Town’s concerns; and

WHEREAS, the Town’s professional staff supports the revised PD&E study and recommends that the Town Commission endorses the same; and

WHEREAS, the Town Commission of the Town of Pembroke Park hereby supports and endorses the revised PD&E study presented by FDOT, a copy of which is attached hereto as Exhibit “A.”

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

Section 1: That the foregoing “Whereas” clauses are true and correct and expressly made a part of this resolution. Further, that all exhibits attached hereto are incorporated herein and expressly made a part hereof.

Section 2: That the Town Commission of the Town of Pembroke Park hereby endorses and supports the FDOT Project Development and Environment Study for the I-95 corridor from south of Hallandale Beach Boulevard (SR858) to north of Hollywood Boulevard (SR820), as more particularly described in Exhibit “A.”

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

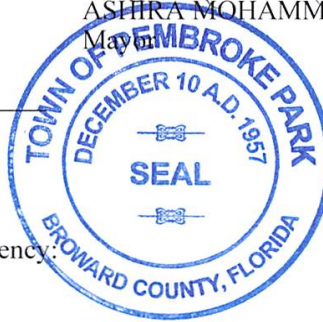
THE REST OF THIS PAGE HAS BEEN INENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this 13th day of December, 2023.

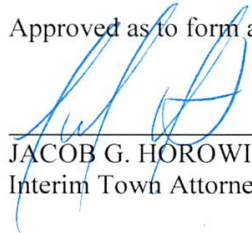
ATTEST:


MARLEN D. MARTELL
Town Clerk


ASHIRA MOHAMMED
Mayor



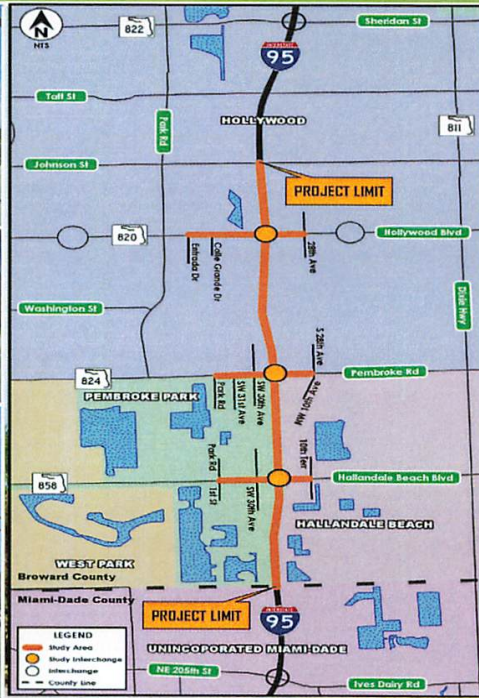
Approved as to form and legal sufficiency:


JACOB G. HOROWITZ, ESQ
Interim Town Attorney



PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY

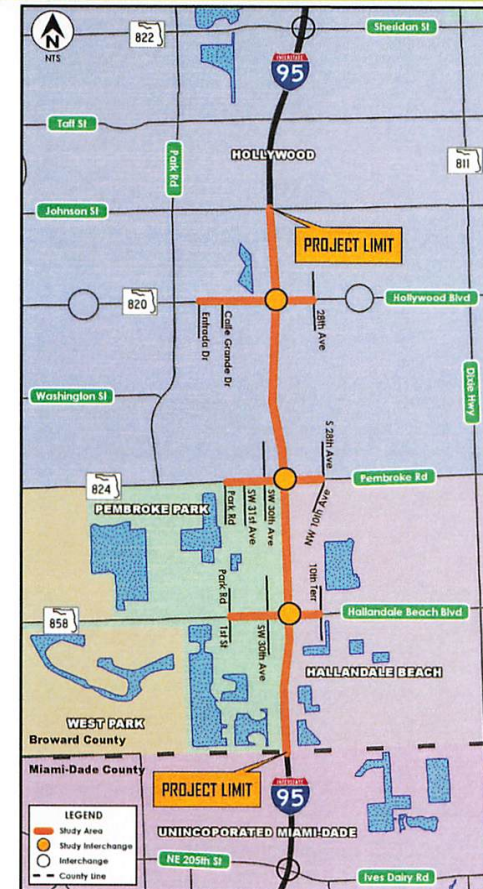
Interstate 95 (I-95/SR 9) • From South of Hallandale Beach Boulevard (SR 858) to North of Hollywood Boulevard (SR 820)
Broward County, FL • FPID No.: 436903-I-22-02 • ETDM No.: 14254



PD&E Study - Project Limits and Study Area



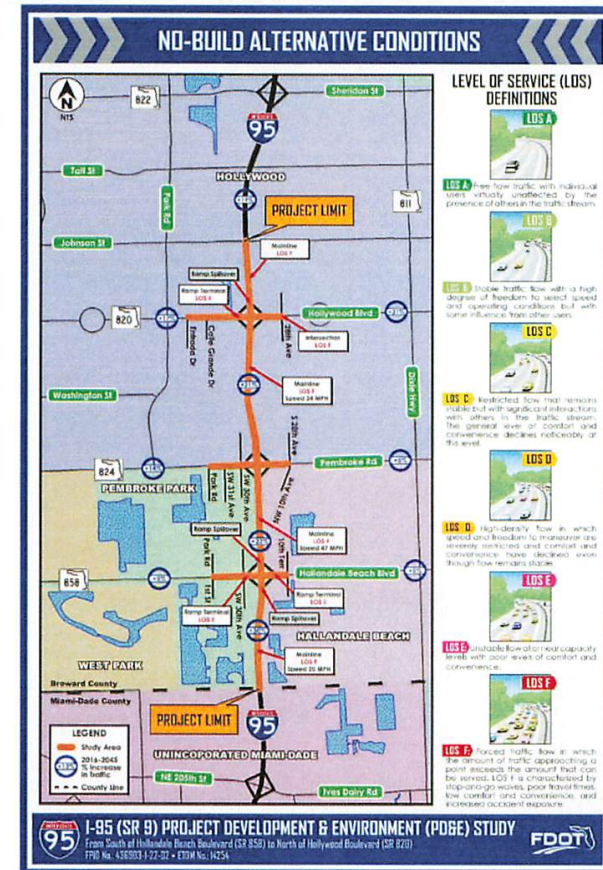
- ❑ From: South of Hallandale Beach Boulevard
(Miami-Dade/Broward Countyline)
- ❑ To: North of Hollywood Boulevard
(Johnson Street)
- ❑ 3 Miles
- ❑ 3 Interchanges
- ❑ Broward County, Florida
- ❑ Municipalities:
 - Hallandale Beach
 - Pembroke Park
 - Hollywood



PD&E Study - Scope of Project



- ❑ Evaluate Interchange Improvements to improve operations and safety
- ❑ Identify Ramp Terminal Intersection Improvements
- ❑ Evaluate the social, economic, physical and environmental impacts associated with the potential improvements
- ❑ Evaluate Traffic Operations
 - Opening Year 2030
 - Design Year 2045
- ❑ Identify a Preferred Alternative



PD&E Study – Needs of the Project



13-23%
increase in
traffic from
year 2016
to 2045

Corridor Traffic Demand

- Interstate 95: 23% Average Increase
- Hallandale Beach Boulevard, Pembroke Road and Hollywood Boulevard: 13% Average Increase



Collisions due to
heavy congestion
and constant
stop-and-go

Safety

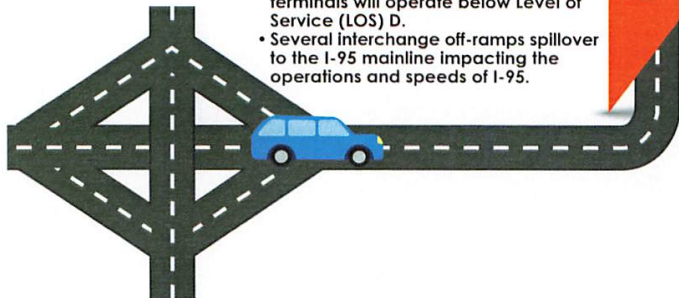
- Over 2,800 crashes on I-95 between 2008-2015.
- Congestion and additional future traffic will increase accidents within the area.



Interchange Capacity Needs

- I-95 freeway segments between interchanges and interchange ramp terminals will operate below Level of Service (LOS) D.
- Several interchange off-ramps spillover to the I-95 mainline impacting the operations and speeds of I-95.

Additional
capacity is
needed
now



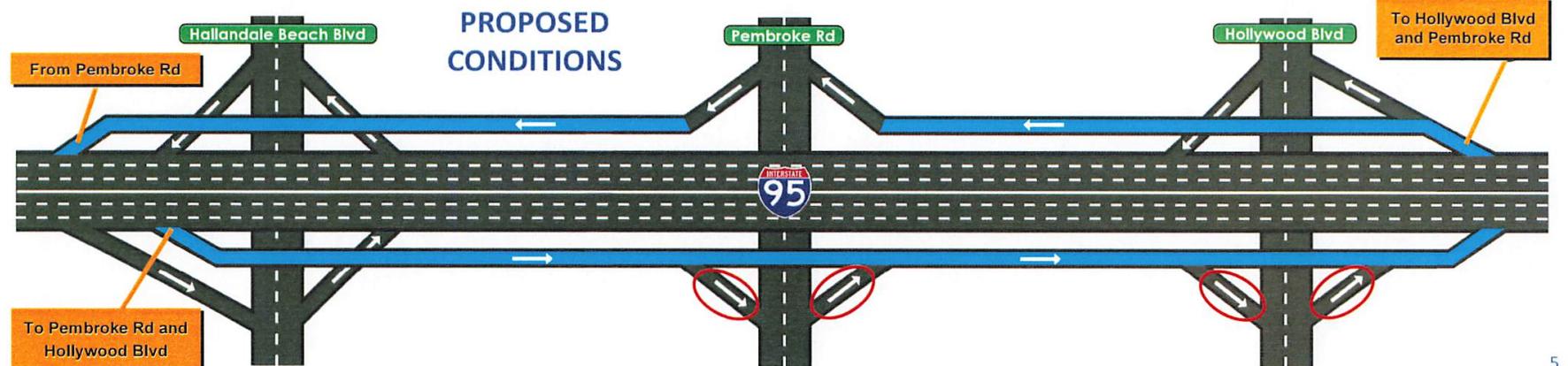
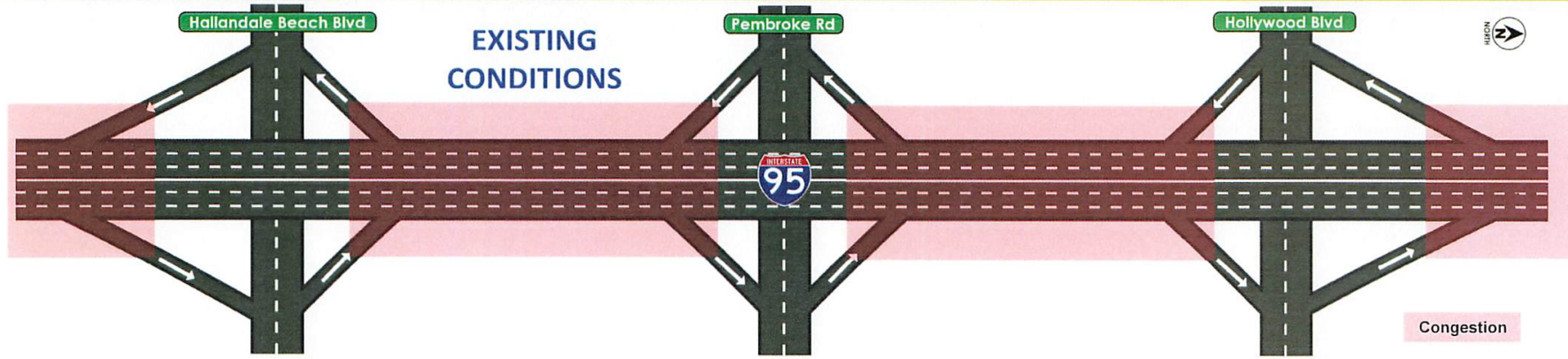
Part of
emergency
evacuation
route



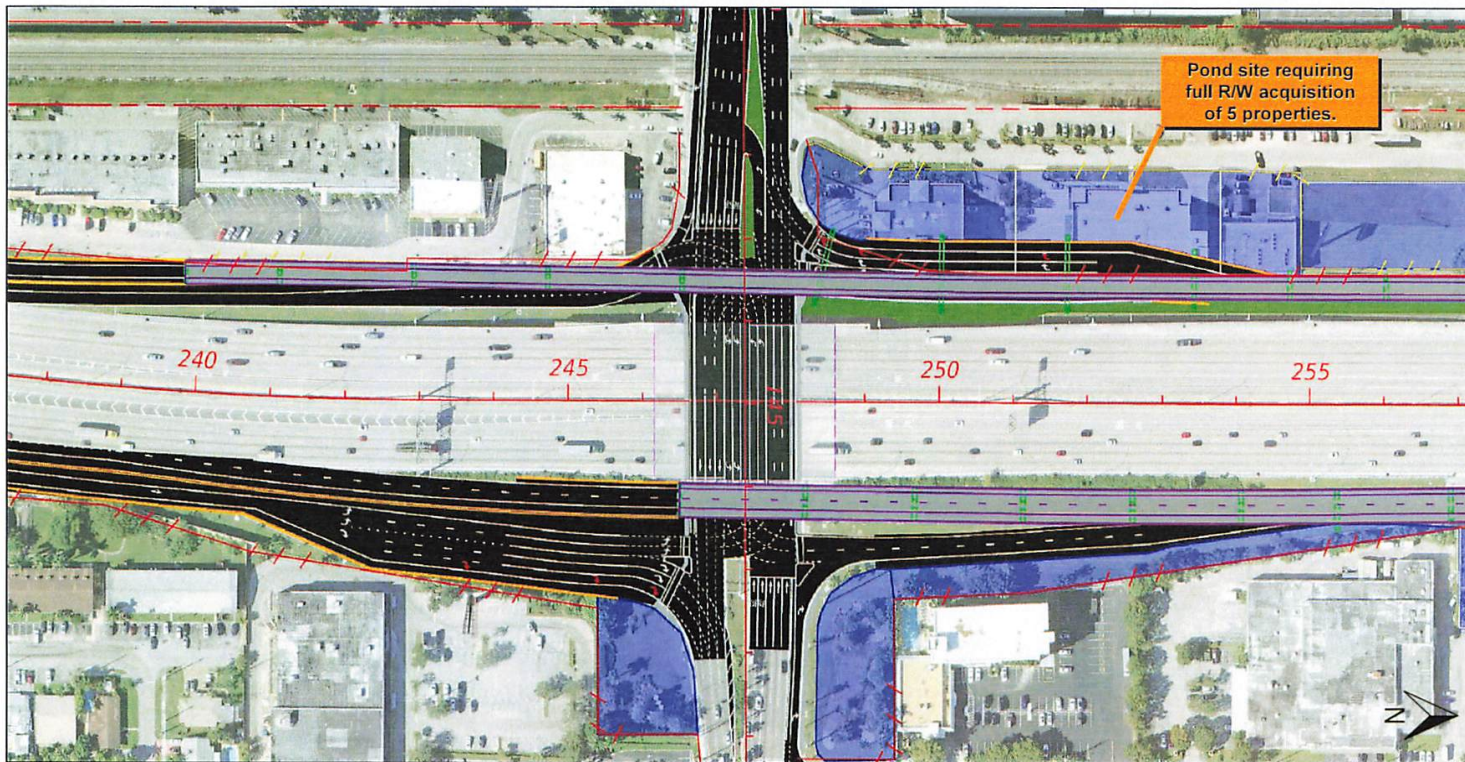
Emergency Evacuation

- The I-95 corridor is vital during emergency evacuation periods.
- Hallandale Beach Boulevard, Pembroke Road, and Hollywood Boulevard are also part of the emergency evacuation routes network.

Previous PD&E Preferred Alternative – Collector Distributor Roadway



Previous Preferred Alternative – Hallandale Beach Boulevard



Coordination with the Town of Pembroke Park



☐ Meetings

- Thursday August 19, 2021 – Public Hearing Briefing
- Thursday September 2, 2021 – At the In-Person Public Hearing
- June 23, 2022 – w/ Town Manager (JC Jimenez) & Staff
- December 29, 2022 – w/ Town Manager (JC Jimenez)
- February 29, 2023 – w/ Town Manager (JC Jimenez)
- June 6, 2023 – w/ Town Manager (JC Jimenez)
- September 21, 2023 – w/ Town Manager (Aleem Ghany) & Tom Positano

Coordination with the Town of Pembroke Park



☐ Resolution No. 2021-45 Issued on September 8, 2021

☐ Issue Identified in Resolution

- The Town opposed the PD&E Preferred Alternative due to the SB off-ramp geometry and the proposed pond at the NW quadrant of the Hallandale Beach Blvd. Interchange which required full takes of five (5) properties.

RESOLUTION NO. 2021-045

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION REMOVE THE IMPACTS TO EXISTING BUSINESSES IN THE TOWN OF PEMBROKE PARK FROM THE PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY FOR INTERSTATE 95 (I-95) FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR 858) TO NORTH OF HOLLYWOOD BOULEVARD (SR 820) AND ANY FUTURE DESIGN; REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSIDER IMPROVEMENTS TO INTERSTATE 95 IN THE TOWN OF PEMBROKE PARK THAT DO NOT INCLUDE IMPACTS TO PROPERTIES IN THE TOWN; AND INSTRUCTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CERTAIN ENTITIES AND PEOPLE; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") has a transportation network that includes roadways under the control of the Florida Department of Transportation ("Department"); and

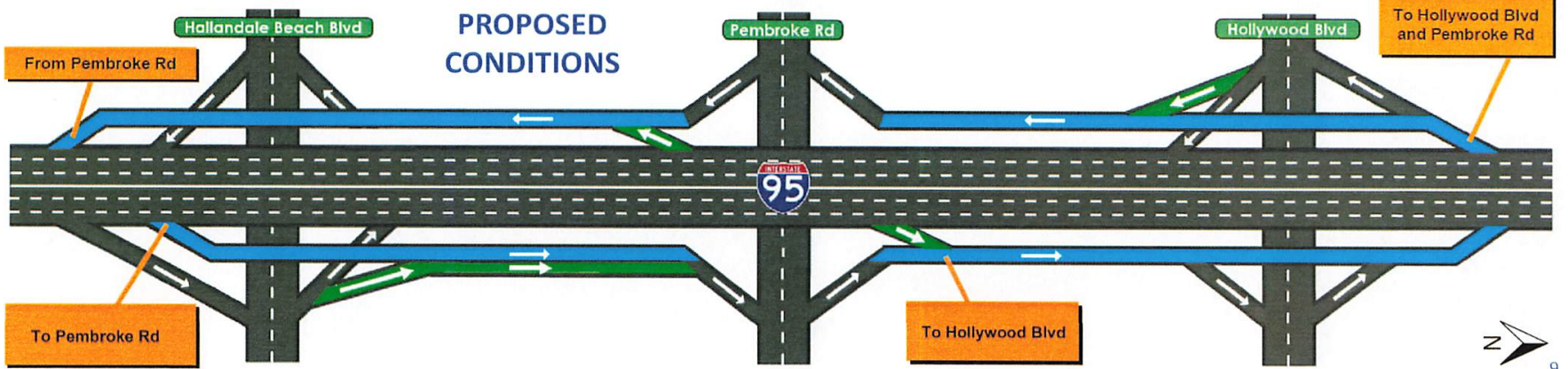
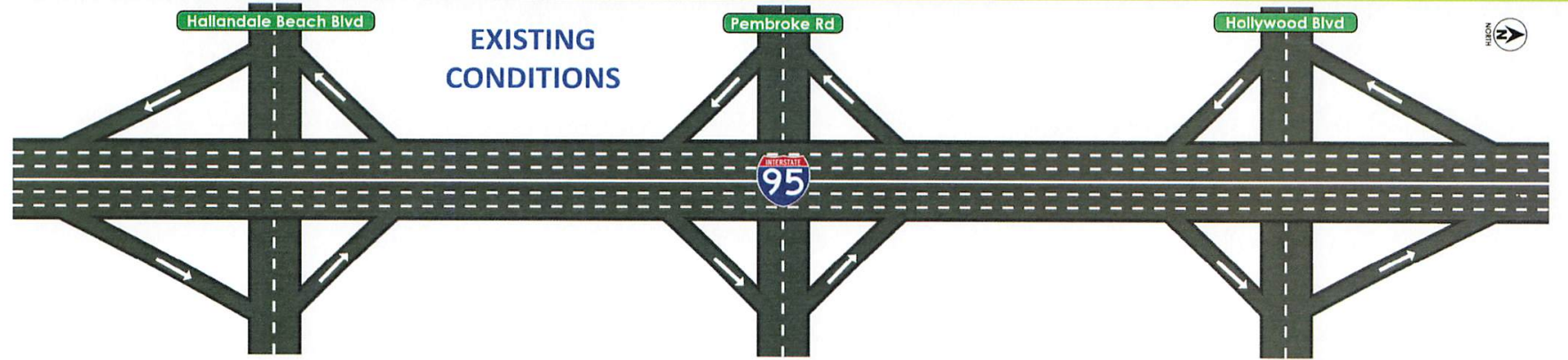
WHEREAS, the Town is almost built-out with a large stable residential/mobile home park population; and

WHEREAS, there is limited lands available in the Town for commercial and industrial uses; and

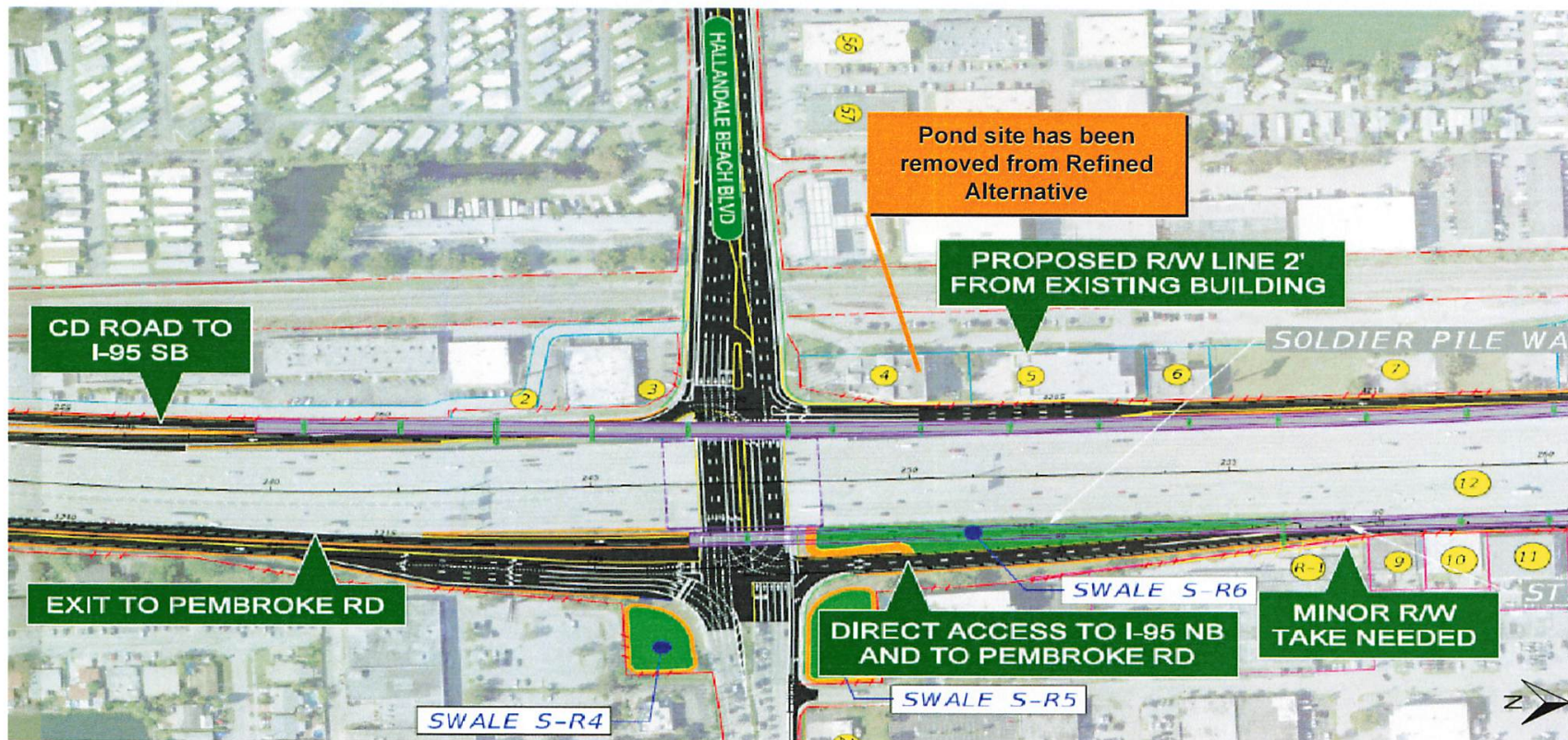
WHEREAS, SW 30th Avenue and West Hallandale Beach Boulevard are key commercial and industrial corridors in the Town; and

WHEREAS, FDOT has proposed a project (the "Project") to improve Interstate 95 (I-95) from south of Hallandale Beach Boulevard (SR 858) to north of Hollywood Boulevard (SR 820); and

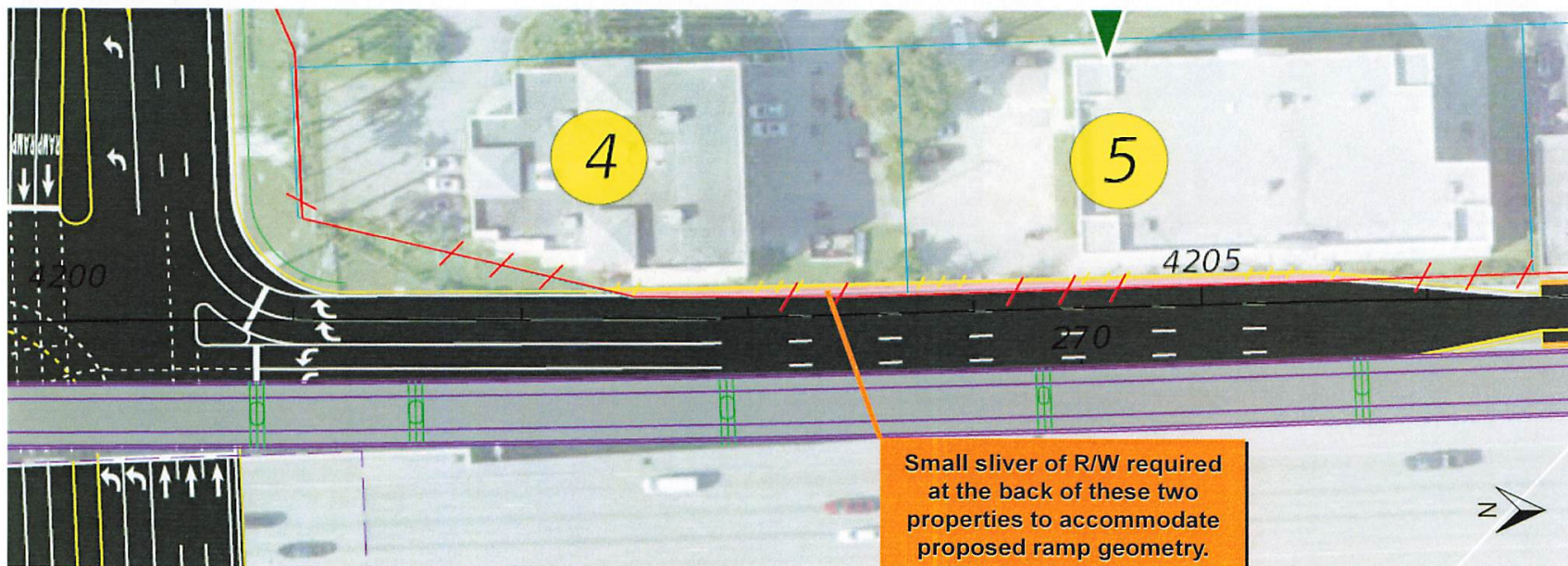
Preferred Alternative – Design Refinements (Under Development)



Refined Alternative – Hallandale Beach Boulevard Interchange

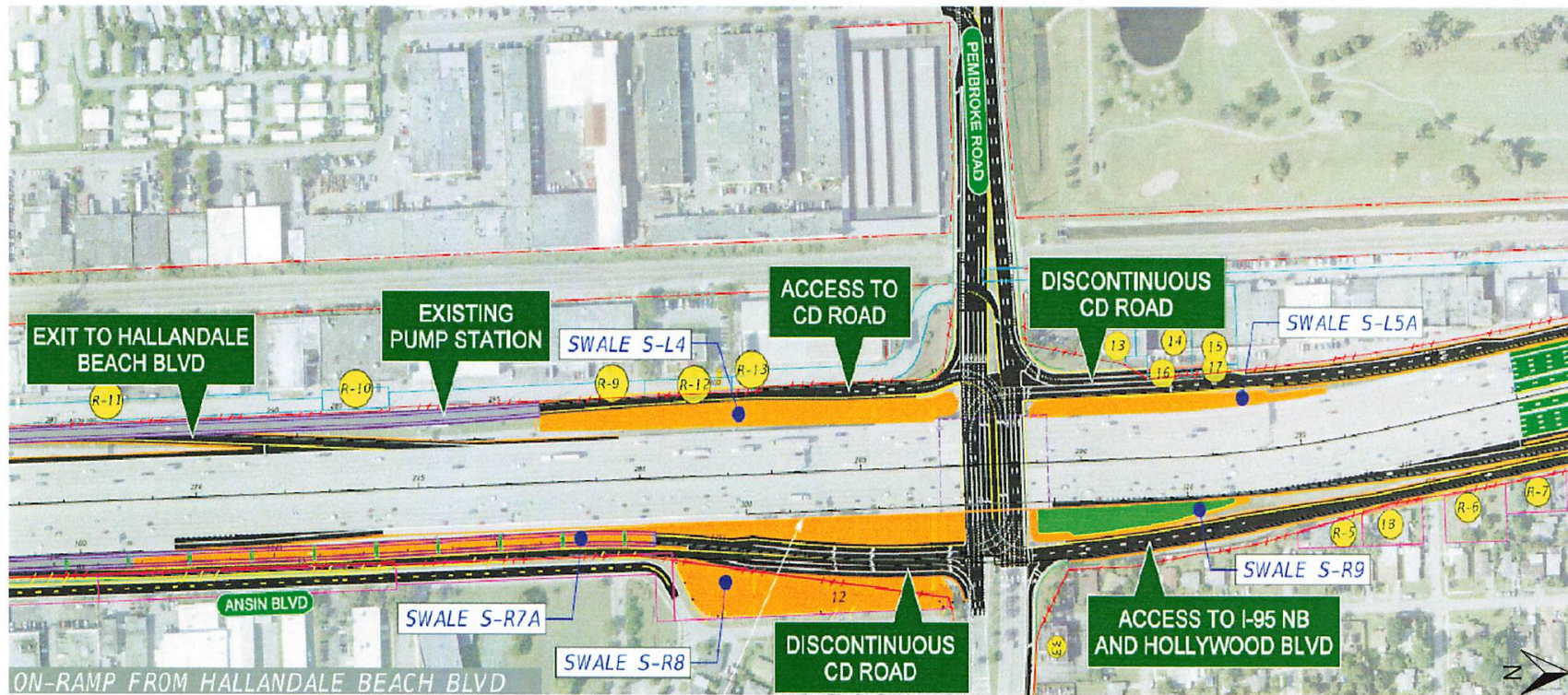


Eminent Domain Ordinance



- FDOT urges the Town to consider adopting an eminent domain ordinance that establishes a formal and orderly process and allows for a proper and sound evaluation of impacts and non-conformities caused by partial acquisitions
- Ultimately, the goal is to limit impacts, to the greatest extent possible, to land and business owners to **promote the continued use and operation of impacted properties and businesses, thus maintaining the ad valorem property base.**

Refined Alternative – Pembroke Road Interchange



Goal of Refinements to PD&E Preferred Alternative



- Our goal is to receive a Resolution from the Town of Pembroke Park in support of the project based on the design refinements that we have made in collaboration with the Town.
- FDOT is also seeking for the Town to adopt an eminent domain ordinance thus promoting the continued use and operation of impacted properties and businesses and maintaining the ad valorem property base.
 - Samples of ordinances from other municipalities will be provided to staff for review and guidance to implement.



ORDINANCE NO. 2024-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES ENTITLED “ZONING”; AMENDING ARTICLE V ENTITLED “NONCONFORMING USES” TO CREATE SECTION 28-347 ENTITLED “NONCONFORMING USES CREATED BY GOVERNMENTAL ACQUISITIONS OF PRIVATE PROPERTY”; PROVIDING FOR DEFINITIONS; PROVIDING FOR ADOPTION OF A POLICY AND PROCEDURE CONCERNING NONCONFORMITIES CREATED BY GOVERNMENTAL ACQUISITION OF PRIVATE PROPERTY INCLUSIVE OF A VARIANCE MECHANISM TO CURE NONCONFORMITIES; PROVIDING THE TOWN MANAGER OR TOWN MANAGER’S DESIGNEE TO TAKE NECESSARY STEPS TO ENFORCE APPLICABLE BUILDING AND SAFETY CODES ON PROPERTIES THAT ARE SUBJECT TO A PENDING GOVERNMENTAL ACQUISITION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park (“Town Commission”) desires to adopt a policy to address land use non-conformities (the “Nonconformities”) which are created by the acquisition of private property for transportation facilities or other public purposes by governmental entities (the “Governmental Acquisitions”); and

WHEREAS, the Town of Pembroke Park (“Town”) wishes to provide a means to cure such non-conformities, mitigate the impact of Governmental Acquisitions upon continued operations of business, and reduce the expenditure of public funds for severance damages and other costs of Governmental Acquisitions, while preserving traffic and pedestrian safety and enhancing the aesthetic characteristics of the Town; and

WHEREAS, the Town Commission has determined that adopting a policy to address Nonconformities created by the acquisition by governmental entities of private property for transportation facilities or other public purposes is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF

THE TOWN OF PEMBROKE PARK, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Intent and Purpose.

The purpose of this Ordinance is to provide a mechanism for the Town to grant variances in those situations in which private property has been subjected to the eminent process either through acquisition by formal eminent domain proceedings or through negotiation as a viable and fair means of mitigating the adverse impact to such property as a result of the acquisition process, and to allow for the continued use of property in a manner, to the greatest extent feasible, similar to its pre-acquisition condition.

Section 3. Section 28-347 of the Town’s Code of Ordinance is created as follows:

Section 28-347.- Nonconforming uses created by governmental acquisitions of private property.

(a) Definitions

- (1) Acquiring Authority shall mean the governmental entity proposing to acquire private property for public transportation or other public purposes pursuant to eminent domain proceedings or pursuant to negotiation in lieu of or under threat of the power of eminent domain. Acquiring authorities include, but are not limited to, the Town, Broward County (“County”), the Federal Department of Transportation (“FDOT”) or other condemning authority.
- (2) Town shall mean the Town of Pembroke Park.
- (3) Cure shall mean a variance granted pursuant to this Ordinance, which authorizes the continued use and enjoyment of private property, as a lawful use, subsequent to the creation of a Nonconformity by an Acquiring Authority.
- (4) FDOT means the Federal Department of Transportation or successor entity.
- (5) Nonconformity means the failure of a lot, parcel, structure or use to comply with the requirements of the Land Development Code including, but not limited to, motor vehicle parking, landscaping, setbacks, lot size, or other criteria, which failure is caused or increased by acquisition of private property by an Acquiring Authority.

(b) Procedures for Governmental Takings and Cure Plans. The following procedures shall apply to governmental takings and related cure plans:

(1) Structures, Lot Size and Land Use Made Illegal as a Result of Governmental Acquisition. In the event that an Acquiring Authority acquires private property for a public transportation facility or other public purpose or facility and the acquisition results in the increase of or the creation of a Nonconformity, such private property shall constitute an illegal non-conforming use unless a site plan modification is approved in accordance with this Section.

(2) Authority and Procedures to Apply for a Site Plan.

(a) The Acquiring Authority and the property owner are each hereby granted the authority to apply for a site plan or site plan amendment to cure Nonconformities, pursuant to this Section. An application may be made prior to or after the creation of the Nonconformity.

(b) Procedures to apply for site plan approval shall conform with Chapter 28 of the Town's Code of Ordinances. Additional procedures shall be followed for a full review as set forth in paragraph (b) of said section and as made applicable to the Town. An application for final site plan approval shall include a development plan that meets the submission requirements set forth in paragraph (c). Additionally, revision of the site plan, withdrawal of the site plan application, issuance of development orders, and the effective period of final site plan approval shall all comply with Chapter 28 of the Town's Code of Ordinances.

(3) Authority to Grant Site Plan Approval. The Town Administrator or designee shall have the authority to approve site plans to cure Nonconformities, pursuant to this Section.

(4) Standard for Approval or Denial of Site Plans. Existing lots, parcels, structures or uses which become or will become Nonconforming or suffer an increase in Nonconformity as a result of governmental acquisition by an Acquiring Authority, shall submit a site plan that amends the existing conditions of the site. The amended site plan shall meet the Town's Zoning and Land Development Code requirements or the applicant may request a variance.

(5) Status of Lots, Parcels, Structures, or Uses After Site Plan Approval. The approval of a site plan shall serve to cure the Nonconformity, subject to implementation of the site plan in accordance with the specific approval granted and in accordance with any conditions imposed upon the site plan.

(c) Code Violations

- (1) The provisions of this Ordinance shall not be interpreted to allow for the continued existence of building or safety code violations that are determined to be an immediate threat to the public health, safety or welfare.
- (2) The Town Administrator or designee is hereby authorized to take any necessary steps necessary to enforce all applicable building and safety codes even though the subject property is part of a pending governmental acquisition.

Section 4. Conflict.

All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Inclusion In Code.

It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the Town of Pembroke Park and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that

Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

This Ordinance shall become effective upon adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF _____, 2024.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF _____, 2024.

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Town Attorney

VOTE

ASHIRA MOHAMMED

GEOFFREY JACOBS

MUSFIKA KASHEM

WILLIAM R. HODGKINS

ERIK MORRISSETTE

From: [Aleem Ghany](#)
To: [Town Clerk](#)
Subject: FW: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06
Date: Thursday, April 18, 2024 2:02:28 PM
Attachments: [Agenda Item Report - AIR-23-006 - Pdf.pdf](#)
[Pembroke Park Blvd 12x36 30MPH-mock up.PDF](#)

From: Rodriguez, Pedro <PEDRODRIGUEZ@broward.org>
Sent: Thursday, April 18, 2024 1:52 PM
To: Aleem Ghany <aghany@tppfl.gov>
Cc: Awwad, Rasem <RAWWAD@broward.org>; Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; Cai, Lei <LCAI@broward.org>
Subject: FW: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06

Ghany,

This is in response to your request for the Broward County Traffic Engineering Division (BCTED) to provide the costs associated with the fabrication and installation of the ground-mounted street name signs (SNSs) for the replacement of Hallandale Beach Blvd SNSs with Pembroke Park Blvd from Interstate 95 (I-95) to SW 56 Avenue, within the Town of Pembroke Park per Resolution No. 11-03-06.

BCTED staff investigated all intersections maintained by BCTED that would be affected by the proposed street name change and confirmed that a total of six ground-mounted SNSs need to be replaced within the above-mentioned roadway segment. The details are described below:

-
- North and south legs of the intersection of Hallandale Beach Boulevard and SW 30 Avenue;
- North leg of the intersection of Hallandale Beach Boulevard and SW 31 Avenue;
- South leg of the intersection of Hallandale Beach Boulevard and SW 37 Avenue;
- Northeast corner of the intersection of Hallandale Beach Boulevard and SW 38 Avenue; and
- Northwest corner of the intersection of Hallandale Beach Boulevard and SW 55 Avenue.

Please note that the following locations between I-95 to SW 56 Avenue are private roads serving private development traffic. BCTED does not install or maintain SNSs at locations where private streets intersect the public right-of-way. As such, it is the private owners' or homeowners associations' responsibility to fabricate and install SNSs at the following intersections per the Town of Pembroke Park Resolution No. 11-03-06:

- South leg of the intersection of Hallandale Beach Boulevard and Country Club Lane;
- North leg of the intersection of Hallandale Beach Boulevard and Bryan Road;
- South leg of the intersection of Hallandale Beach Boulevard and Hammock Lane;
- North leg of the intersection of Hallandale Beach Boulevard and SW 37 Terrace;
- North leg of the intersection of Hallandale Beach Boulevard and SW 37 Avenue; and
- North leg of the intersection of Hallandale Beach Boulevard and SW 50 Terrace.

It was mentioned in Carmelo's e-mail dated February 6, 2024, that the Town is coordinating with the Florida Department of Transportation regarding replacing SNS housings on signal poles/mast arms at the signalized intersection. The list of those affected signalized intersections are described below for your reference:

- Hallandale Beach Boulevard and SW 56 Avenue;
- Hallandale Beach Boulevard and SW 52 Avenue;
- Hallandale Beach Boulevard and SW 48 Avenue;
- Hallandale Beach Boulevard and SW 40 Avenue;
- Hallandale Beach Boulevard and SW 32 Avenue;
- Hallandale Beach Boulevard and Lake Shore Drive;
- Hallandale Beach Boulevard and South Park Road;
- Hallandale Beach Boulevard and I-95 southbound off-ramp/southbound on-ramp; and
- Hallandale Beach Boulevard and I-95 northbound off-ramp/northbound on-ramp.

Please also note that the following locations are under the jurisdiction of the City of West Park, and BCTED will not take any actions at those locations:

- North leg of the intersection of Hallandale Beach Boulevard and SW 42 Avenue;
- North leg of the intersection of Hallandale Beach Boulevard and SW 44 Avenue; and
- North leg of the intersection of Hallandale Beach Boulevard and SW 46 Avenue.

The estimated total cost to fabricate and install the ground mounted SNSs between I-95 to SW 56 Avenue will be approximately **\$1,400**. This is only an estimate, and the actual cost will vary based on the definitive labor that will be required. A copy of the mock-up for the ground mounted SNS are attached for your review.

The installation of these signs is anticipated to be completed within twelve to sixteen weeks upon authorization to proceed. Please provide the Town contact information (name, address, and telephone number) of the person who will be responsible for the remittance of the invoice associated with the above-mentioned cost. Once the BCTED receives confirmation from the Town that the cost estimate is acceptable, we will issue work orders to fabricate and install the street name signs. BCTED will send the Town an invoice for the cost to fabricate and install the street name signs as soon as BCTED completes the work.

If I may be of further assistance in the interim, please do not hesitate to contact me.

Best Regards,



Pedro Rodriguez
Engineering Technician
Traffic Engineering Division
2300 West Commercial Boulevard
Fort Lauderdale, FL 33309
Office: (954) 847-2662
pedrodriguez@broward.org www.broward.org

From: Aleem Ghany <aghany@tpfpl.gov>

Sent: Wednesday, February 7, 2024 10:38 AM

To: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>

Cc: Awwad, Rasem <RAWWAD@broward.org>; Cai, Lei <LCAI@broward.org>; Rodriguez, Pedro

<PEDRODRIGUEZ@broward.org>

Subject: RE: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06

Thank you, Carmelo ,

We will wait on you estimate as discussed .



Aleem A Ghany PE ,CFM
Public Services Director, Town of Pembroke Park
954-966-4600 ext. 238 | aghany@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: Caratozzolo, Carmelo <CCARATOTZOLO@broward.org>

Sent: Tuesday, February 6, 2024 4:22 PM

To: Aleem Ghany <aghany@tppfl.gov>

Cc: Awwad, Rasem <RAWWAD@broward.org>; Cai, Lei <LCAI@broward.org>; Rodriguez, Pedro <PEDRODRIGUEZ@broward.org>

Subject: RE: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06

Mr. Ghany,

This email is in response to your request for the Broward County Traffic Engineering Division (BCTED) to provide the costs associated with the fabrication and installation of the ground-mounted street name signs (SNS) for the replacement of Hallandale Beach Blvd SNSs to Pembroke Park Blvd from Interstate 95 to SW 56 Avenue, within the Town of Pembroke Park per Resolution No. 11-03-06.

Please note that with regard to any street name change that is voluntary, the jurisdiction enacting the change is responsible for costs associated with the fabrication and installation of the new street name signs and related materials. In instances where the new Street Name Signs (SNSs) can simply be installed on existing ground-mounted signposts and traffic signal structures, BCTED staff would conduct an investigation of all intersections that would be affected by the proposed street name change as represented by the resolution and will subsequently provide the Town a cost estimate for the County to complete any necessary resulting work. Alternately, in those instances where the new SNSs will require upgrading of existing ground-mounted signposts and/or traffic signal structures, including SNS housings and signal poles/mast arms. In this instance, the Town is coordinating with the Florida Department of Transportation regarding replacing SNS housings on signal poles/mast arms.

As such, BCTED staff will investigate all intersections affected by the proposed street name change for the ground-mounted signs only and will provide a cost estimate for fabrication and installation.

.

Feel free to contact me should you have any questions regarding the above.



Carmelo Caratozzolo, P.E., Traffic Operations Engineer
Broward County Traffic Engineering Division
2300 West Commercial Boulevard, Fort Lauderdale, FL 33309
Office Tel. No.: 954.847-2600
www.broward.org

From: Aleem Ghany <aghany@tppl.gov>
Sent: Tuesday, February 6, 2024 3:28 PM
To: Srivastava, Vikrant <Vikrant.Srivastava@dot.state.fl.us>
Cc: Beecher, Anthony <Anthony.Beecher@dot.state.fl.us>; Caratozzolo, Carmelo <CCARATTOZZOLO@broward.org>; Rodrigues, Nadir <Nadir.Rodrigues@dot.state.fl.us>
Subject: RE: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06 attached

Thank you for your assistance and quick response Srivastava , I am still coordinating with the County on the location and number of signs .As soon as this is decided I will reach out to you on the permitting .

Thank you again



Aleem A Ghany PE ,CFM
Public Services Director/ interim Town Manager , Town of Pembroke Park
954-966-4600 ext. 238 | aghany@tppl.gov
www.tppl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: Srivastava, Vikrant <Vikrant.Srivastava@dot.state.fl.us>
Sent: Monday, February 5, 2024 4:44 PM
To: Aleem Ghany <aghany@tppl.gov>
Cc: Beecher, Anthony <Anthony.Beecher@dot.state.fl.us>
Subject: RE: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06 attached

Mr. Ghany:

You can contact me or Anthony Beecher, Permits Coordinator for Broward, copied in the email who will be working on this permit, for any questions regarding permit application and use the Department's One Stop Permitting website ([FDOT - One](https://www.floridadot.com/OneStopPermitting)

[Stop Permitting](#)), which contains more information on Construction Agreements.

Kindest regards,

Vikrant Srivastava, PE, PMP, CPM
District Permits Engineer
Department of Transportation - District IV
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309
Desk Phone: (954) 777-4377
Cell Phone: (954) 218-1510
Vikrant.Srivastava@dot.state.fl.us

[Strategic Highway Safety Plan \(fdot.gov\)](#)



From: Aleem Ghany <aghany@tppfl.gov>
Sent: Monday, February 5, 2024 4:38 PM
To: Rodrigues, Nadir <Nadir.Rodrigues@dot.state.fl.us>
Cc: Tom Positano <tpositano@tppfl.gov>; Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; Srivastava, Vikrant <Vikrant.Srivastava@dot.state.fl.us>; Desinda Wood-carper <desindawoodcarper@yahoo.com>; David Sigerson <sigersonatlaw@aol.com>
Subject: RE: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06 attached

Thank you Nadir



Aleem A Ghany PE ,CFM
Public Services Director\Interin Town Manage , Town of Pembroke Park
954-966-4600 ext. 238 | aghany@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: Rodrigues, Nadir <Nadir.Rodrigues@dot.state.fl.us>
Sent: Monday, February 5, 2024 4:35 PM
To: Aleem Ghany <aghany@tppfl.gov>
Cc: Tom Positano <tpositano@tppfl.gov>; Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; Srivastava, Vikrant <Vikrant.Srivastava@dot.state.fl.us>

Subject: RE: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06 attached

Hello Ghani,

I consulted with our Permits office on this issue. I was informed that the City will need to apply for a Construction Agreement.

Another issue to keep in mind is that we must ensure that there may be additional signs along I-95 that would need to be addressed as well.

I am copying our District Permits Engineer who can assist you further. His information is also shown below.

Vikrant Srivastava, PE, PMP, CPM
District Permits Engineer
Department of Transportation - District IV
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309
Desk Phone: (954) 777-4377
Cell Phone: (954) 218-1510
Vikrant.Srivastava@dot.state.fl.us

Best Regards,

Nadir F. Rodrigues, P.E., CPM
Traffic Services Program Engineer
Florida Department of Transportation – District 4 Traffic Operations
Nadir.Rodrigues@dot.state.fl.us 954-777-4156
Working Hours: Monday thru Thursday 7:00AM to 5:30PM

From: Aleem Ghany <aghany@tpfpl.gov>
Sent: Friday, February 2, 2024 4:00 PM
To: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; Rodrigues, Nadir <Nadir.Rodrigues@dot.state.fl.us>
Cc: Tom Positano <tpositano@tpfpl.gov>
Subject: RE: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06 attached

Please reference line 200 on the State Reso .

From: Aleem Ghany
Sent: Friday, February 2, 2024 3:24 PM
To: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; 'Rodrigues, Nadir' <Nadir.Rodrigues@dot.state.fl.us>
Cc: Tom Positano <tpositano@tpfpl.gov>
Subject: RE: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06 attached

Carmelo , Thank you again for the quick response , my folks are checking into the resolution as soon as I get something I will pass it along .

Have a good weekend !



Aleem A Ghany PE ,CFM
Public Services Director, Town of Pembroke Park
954-966-4600 ext. 238 | aghany@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>
Sent: Friday, February 2, 2024 3:18 PM
To: Aleem Ghany <aghany@tppfl.gov>; 'Rodrigues, Nadir' <Nadir.Rodrigues@dot.state.fl.us>
Cc: Tom Positano <tpositano@tppfl.gov>
Subject: RE: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06 attached

Mr. Ghany,

I would need a copy of the resolution before proceeding. For clarification, the cost estimate from the County would only be the ground-mounted signs on the side streets. This would not include the overhead street name signs at the traffic signals. Nadir would have to clarify, however, I believe the City would have to hire an engineering consultant and contractor, apply for a permit for the overhead street name signs to be replaced on the FDOT owned traffic signals.



Carmelo Caratozzolo, P.E., Traffic Operations Engineer
Broward County Traffic Engineering Division
2300 West Commercial Boulevard, Fort Lauderdale, FL 33309
Office Tel. No.: 954.847-2600
www.broward.org

From: Aleem Ghany <aghany@tppfl.gov>
Sent: Friday, February 2, 2024 3:06 PM
To: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; 'Rodrigues, Nadir' <Nadir.Rodrigues@dot.state.fl.us>
Cc: Tom Positano <tpositano@tppfl.gov>
Subject: RE: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06 attached

Thank you, Carmelo /Nadir , Please send me a cost , will also send to our team and see what they say.

Thank you for the quick turn around .



Aleem A Ghany PE ,CFM
Public Services Director/ Interim Town Manager , Town of Pembroke Park
954-966-4600 ext. 238 | aghany@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>

Sent: Friday, February 2, 2024 1:48 PM

To: 'Rodrigues, Nadir' <Nadir.Rodrigues@dot.state.fl.us>

Cc: Tom Positano <tpositano@tppfl.gov>; Aleem Ghany <aghany@tppfl.gov>

Subject: RE: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06 attached

Nadir,

I'm not aware of the name change. I've searched our records and cannot find any information. Typically for renaming of City roadways, we investigate and provide a cost estimate for city to approve and we proceed with replacement at their expense. However, that is typically for the ground-mounted street name signs and the overhead street name signs at the traffic signals, which is typically 1 or 2 signalized locations. However, in this case, the impact is eight traffic signals, the NEXT SIGNAL signs on state roads and all the side streets. My suggestion is that the City go through the FDOT process for the traffic signals owned by FDOT and any advanced signage. I can request staff to review the ground-mounted street name signs and provide a cost estimate.

Can you send me a copy of the resolution?



Carmelo Caratozzolo, P.E., Traffic Operations Engineer
Broward County Traffic Engineering Division
2300 West Commercial Boulevard, Fort Lauderdale, FL 33309
Office Tel. No.: 954.847-2600
www.broward.org

From: Rodrigues, Nadir <Nadir.Rodrigues@dot.state.fl.us>

Sent: Wednesday, January 31, 2024 11:02 AM

To: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>
Cc: Tom Positano <tpositano@tppfl.gov>; Aleem Ghany <aghany@tppfl.gov>
Subject: RE: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06 attached

Carmelo,

Should this request for name changing have gone to County to address? This is somewhat old... from 2012.
Do you know anything about it?

Thank you,

Nadir F. Rodrigues, P.E., CPM
Traffic Services Program Engineer
Florida Department of Transportation – District 4 Traffic Operations
Nadir.Rodrigues@dot.state.fl.us 954-777-4156
Working Hours: Monday thru Thursday 7:00AM to 5:30PM

From: Aleem Ghany <aghany@tppfl.gov>
Sent: Wednesday, January 31, 2024 10:58 AM
To: Rodrigues, Nadir <Nadir.Rodrigues@dot.state.fl.us>
Cc: Tom Positano <tpositano@tppfl.gov>
Subject: FW: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06 attached

EXTERNAL SENDER: Use caution with links and attachments.

Nadir , Please see below .Call me at 954 495 0154



Aleem A Ghany PE ,CFM
Public Services Director, Town of Pembroke Park
954-966-4600 ext. 238 | aghany@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: sigersonatlaw@aol.com <sigersonatlaw@aol.com>
Sent: Thursday, October 5, 2023 10:20 AM
To: Aleem Ghany <aghany@tppfl.gov>; Desinda Wood-carper <desindawoodcarper@yahoo.com>
Cc: Connie Vanassche <ccvgovser@gmail.com>; Stephanie Woodbury <swoodbury@tppfl.gov>
Subject: Re: Renaming of Hallandale Beach Boulevard to Pembroke Park Boulevard---Pembroke Park Resolution 11-03-06 attached

Yes, it is on my list.

There will be an issue with respect to funding as the Legislature in 2012 only appropriated \$500 per road re-designation for 2 signs (per the staff analysis) and those funds undoubtedly have long since been spent or swept. But we will discuss with the District nonetheless to see what needs to be done at this point going forward.

DKS

On Wednesday, October 4, 2023 at 09:50:01 PM EDT, Desinda Wood-carper <desindawoodcarper@yahoo.com> wrote:

Good evening Aleem & David,

Attached is the Pembroke Park Resolution requesting the Florida Legislature to rename Hallandale Beach Blvd, between Interstate 95 and SW 56th Avenue, within the boundaries of the Town of Pembroke Park, as "**Pembroke Park Boulevard**" and to be included in HB 953 in 2011.

Subsequently, HB 7039 (2012) was passed by the Legislature and designated the section of **Hallandale Beach Blvd between I-95 and US 441 to rename "Pembroke Park Blvd."** See 2012 HB 7039 (2012-228, LOF), beginning at Line 200. This measure was signed into law by the Legislature in 2012. There were documents the Town was to submit to the FDOT to begin the process for FDOT to manufacture and install signs along Pembroke Park Boulevard, but the required forms were never submitted to the FDOT.

Would you please add this issue to your discussion with the FL Department of Transportation and obtain the name and contact information of the person we must work with to complete this task.

Thank you,

Dee

Desinda L. Wood-Carper
DC STRATEGIES LLC
(850) 363-3781

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AGENDA ITEM REPORT



To:

Subject: Pembroke Park Boulevard

Meeting: 01 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Jan 25 2023

Department: Public Works

Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

We are looking for direction.

ATTACHMENTS:

[Memo Pembroke Park Blvd](#)

[Resolution # 11-03-06](#)

JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Status:
Pending
Pending

Memo

To: Town Commission
J.C. Jimenez, Town Manager
From: Miguel Nunez, Building Official
cc:
Date: January 17, 2023
Re: Pembroke Park Boulevard

Based on Resolution # 11-03-06 we are requesting direction from the Commission to initiate the process to formally change the name of Hallandale Beach Boulevard (from I-95 to S.W. 56th Avenue) to Pembroke Park Boulevard.

RESOLUTION NO. 11-03-06

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A REQUEST TO THE STATE OF FLORIDA FOR THE CO-DESIGNATION OF STATE ROAD 858 FROM INTERSTATE 95 TO SW 56TH AVENUE WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN OF PEMBROKE PARK AS "PEMBROKE PARK BOULEVARD"; REQUESTING AN AMENDMENT OF HOUSE BILL 953 TO INCLUDE THE AFORESAID DESIGNATION; AUTHORIZING AND DIRECTING THE TOWN MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, State Road 858 is owned by the State of Florida and is the principal east/west roadway through the center of the Town of Pembroke Park ("Town"); and

WHEREAS, the Town Commission has recognized State Road 858 as the major business roadway in the Town limits; and

WHEREAS, the Town has established landscaping requirements in the Code of Ordinances for property owners abutting State Road 858 in order to provide an aesthetically pleasing and consistent landscape scheme in that portion of State Road 858 which is located within the Town; and

WHEREAS, the Town is currently in the process of installing new trees, shrubs and ground cover in the median and improving the irrigation for said landscaping for State Road 858 within the Town boundaries; and

WHEREAS, the State of Florida has permitted other Broward County municipalities to co-designate certain portions of State owned roadways located within their municipal boundaries for various public and lawful purposes; and

WHEREAS, the Town Commission has determined that co-designating State Road 858 from Interstate 95 to SW 56th Avenue as Pembroke Park Boulevard is in the best interest of the Town and its residents; and

WHEREAS, the Town Commission desires to co-designate State Road 858 from Interstate 95 to SW 56th Avenue as "Pembroke Park Boulevard"; and

WHEREAS, House Bill 953 is currently pending in the Florida Legislature co-designating State Roads in neighboring municipalities at the request of said municipalities; and

WHEREAS, the Town Commission requests that House Bill 953 be amended to provide for the co-designation of State Road 858 as "Pembroke Park Boulevard" within the municipal boundaries of the Town; and

WHEREAS, the Town Commission further desires that the Town Manager take all required action to carry out the intent of this Resolution, including doing all that is necessary to request that a State of Florida legislature take official action to achieve said co-designation;

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

Section 1: That the Town Commission of the Town of Pembroke Park, Florida hereby approves a request to be made to the State of Florida for the co-designation of State Road 858 from Interstate 95 to SW 56th Avenue within the municipal boundaries of the Town of Pembroke Park as "Pembroke Park Boulevard".

Section 2: That the Town Commission requests that House Bill 953 be amended to include the co-designation of State Road 858 as "Pembroke Park Boulevard" as stated herein.

Section 3: That the Town Manager is authorized and directed to take all such necessary and expedient action to carry out the intent of this Resolution.

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

PASSED AND ADOPTED this 9th day of March A.D., 2011.


EMMA SHOAFF
Mayor-Commissioner

ATTESTED:


GEORGINA COHEN
Clerk-Commissioner



L:\Joanne\TOWN OF PEMBROKE PARK\3 March Resolutions\2011\11-03-06.wpd
FM21692E

36x12''

6''

Pembroke Park Blvd

55%



Agenda Request

Subject:	Broward County MPO Municipal Surtax Capital Project PPRK-010
Meeting Date:	AGENDA WORKSHOP COMMISSION MEETING - Apr 24 2024
Prepared For:	
Staff Contact:	Aleem Ghany, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	Broward County MPO Municipal Surtax Capital Project PPRK-010 This project was originally submitted as three separate projects, PPRK-008 County Line Road Stormwater Connection, PPRK-009 SW 52nd Avenue Complete Street and PPRK-010 Bike Lane and Sidewalk Improvements. Due to multiple projects overlap all three projects have been combined into one project. The combined project will construct missing sections of sidewalk, and bike paths, along SW 52nd Ave, SW 48th Ave, SW 40th Ave Park Road and County Line Rd. The project will also address swale issue and make adjustments to the drainage system, roadway resurfacing, streetlights and pavement markings along these corridors.
Staff Recommendations:	To move forward with project.
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Surtax Town of Pembroke Pines-scope of services-02](#)



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SCOPE OF SERVICES

Town of Pembroke Park

**SW 48TH Avenue
SW 52 Avenue
County Line Road**

**SW 40TH Avenue
Park Road**

See attached maps for project limits

PROJECT INTENT AND LIMITS

The intent of this project is to construct missing links of sidewalks and add shared bike lanes as marked on the attached maps.

The CONSULTANT will follow the Broward County's and Town of Pembroke Park standards in developing the project construction plans. Survey will be conducted for the limits as shown below and a specific purpose survey will be prepared.

The limits of survey will be as follow:

SW 48TH Avenue (3925')
SW 52 Avenue (3925')
County Line RD (2300')

SW 40TH Avenue (2650')
Park Road (3925')

Total survey limit is approximately 16725' or 3.16 miles

PROJECT DESCRIPTION

The design of the project will be based on the following:

- 1- Plans will be prepared and submitted at different stages of developments at 30%, 90% and Final
- 2- The design speed will be 35 mph.
- 3- Shared lanes (for both bicycles and vehicular traffic) will be used for the segments as shown on the attached exhibit. Lane widths will be 11' wide where possible. Keyholes to be 5' minimum if it can be done without widening, otherwise shared bicycle lanes / traffic lanes will be shown.
- 4- No widening will be done for any of the segments as listed above.

Scope of Services
Town of Pembroke Park



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- 5- No work for sidewalks or bike lanes will be done along the eastbound of the county line Rd within Miami-Dade County limits. Lennar Homes will be constructing the segment of the road along with bike lane between SW 56 Avenue and SW 52 Ave.

HSQ Group, LLC will add shared bicycle lane and vehicular traffic and sidewalk if right of way is available for the westbound only along County Line Rd.

Plans will be prepared in accordance with the following standards:

- Town of Pembroke Park and Broward County
- Florida Greenbook, May 2018 or latest version.
- FDOT Drainage Manual, January 2023.
- MUTCD, 2009 with revisions 1 and 2, May 2012, revision 3 August 2022
- FDOT Standard Plans and Florida Design Manual latest version.

BASIC SERVICES

1. Plans Preparation.

Roadway plans with aerial background (obtained from FDOT SITE) will be prepared in accordance with the approved Typical Section. The following plan sheets are included in the scope of services:

- 1- Cover Sheet
- 2- Summary of Pay Items
- 3- Typical Sections
- 4- General Notes
- 5- Roadway Plans
- 6- Roadway Profiles (not included since all segments will be milling and resurfacing)
- 7- Miscellaneous Details
- 8- Cross Sections for the areas where sidewalks will be added only. No need for cross sections for milling and resurfacing
- 9- SWPPP plans
- 10- Signing and Pavement Marking Plans

2. Permitting

This project is exempt from permitting from SFWMD per rule 62-330.051. However Permit application package will be prepared and submitted to Broward County Surface Water Division.

3. Utility Coordination

Utility coordination services will consist of the following:

- Preliminary plans will be forwarded to the utility owners for use in obtaining utility markups from the various utility companies showing the location of existing facilities.
- Prepare a utility dgn file based on the markups received from the utility companies.
- Utility conflict matrix will be prepared at the 60% plan level. A utility pothole meeting will be scheduled and attended by HSQ Group.

Scope of Services
Town of Pembroke Park



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- Following receipt of utility pothole information, utility conflicts will be further discussed with the companies to resolve outstanding conflicts.
- Final utility coordination meeting will be scheduled by HSQ Group.
- Utility verification sheet (SUE) if needed

4. Drainage Design

- 4.1 Swale design / modification will be performed in the areas of sidewalk addition. If the swale is displaced then underground drainage pipes will be required.
- 4.2 Water quality requirements if needed will be met in swales.
- 4.3 The design and preparation of drainage system will be accomplished in substantial conformance with SFWMD and FDOT standards. A drainage report will be prepared to document the design if needed.

Services to be provided by client if needed and coordinated by HSQ Group, LLC

Subsurface Utility Exploration (SUE).

Geotechnical Services.

Landscaping.

Street lights

SURVEYING SERVICES

Specific Purpose/Topographic Survey shall meet and be certified to the applicable portions of the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J-17.050-.052, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes

SURVEY SCOPE

- (1) Review the title information provided by Town of Pembroke Park. Obtain available plats and deeds from the Broward County Property Appraiser's website to establish the existing right-of-way and compile the data to a base map.
- (2) Prepare a drawing showing the linework, width, and recording information of the right-of-way and easement documents provided and submit the drawing to the county for review and confirmation of the existing right-of-way.
- (3) Collect horizontal control data using the global positioning system from published monumentation, and establish control points every 600'± tied to Florida East Zone State Plane Coordinates (NAD 83, 1990 adjustment).
- (4) Collect published vertical benchmarks, perform a closed level loop, and establish benchmarks outside the limits of construction (NAVD 1988 datum) every 600'±.

Scope of Services
Town of Pembroke Park



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- (5) Locate subdivision corners, section corners, and other existing control monuments that will assist in the determination of the location of the right-of-way lines and platted centerlines. Identify the existing control recovered and provide ties to the project baseline.
- (6) Locate visible above ground features with elevations (including walks, utilities, signage, striping, etc.) along the project area within right-of-ways.
- (7) Cross-section the project area at 100' intervals, within the right-of-ways.
- (8) Obtain drainage structure Rim/Grate information. Inverts, pipe sizes/types and culvert crossings will be obtained.
- (9) Locate trees 4" DBH and greater, indicating size and type within the right-of-ways **for the areas where sidewalk is missing.**
- (10) Prepare a DTM (digital terrain model) of the project limits.
- (11) Prepare Specific Purpose/Topographic Survey consisting of:
 - a. labeled right-of-ways, easements, and adjacent parcels,
 - b. existing features mentioned above with spot elevations
 - c. Section corners and/or control monuments tied to baseline begin and end,
 - d. found subdivision corners and/or other existing control monuments identified and tied to the baseline,
 - e. control points (horizontal and vertical) set every 600'± outside of the baseline,
 - f. the drainage structure rim/grate data. Inverts and pipe sizes/types will be obtained,
 - g. monumentation set at the baseline points,
 - h. baseline of survey, existing right-of-way, existing easements, centerline of construction, stations and offsets
 - i. Survey will be scaled to 1" = 40' on 11" x 17" sheets and be included in the Plan Set.
- (12) Prepare Project Network Control Sheet (to include baseline data, control monuments, baseline monumentation, control points/benchmarks, notes, legend, etc.), and Reference Point Sheet to be included in plan set.

SURVEY DELIVERABLES

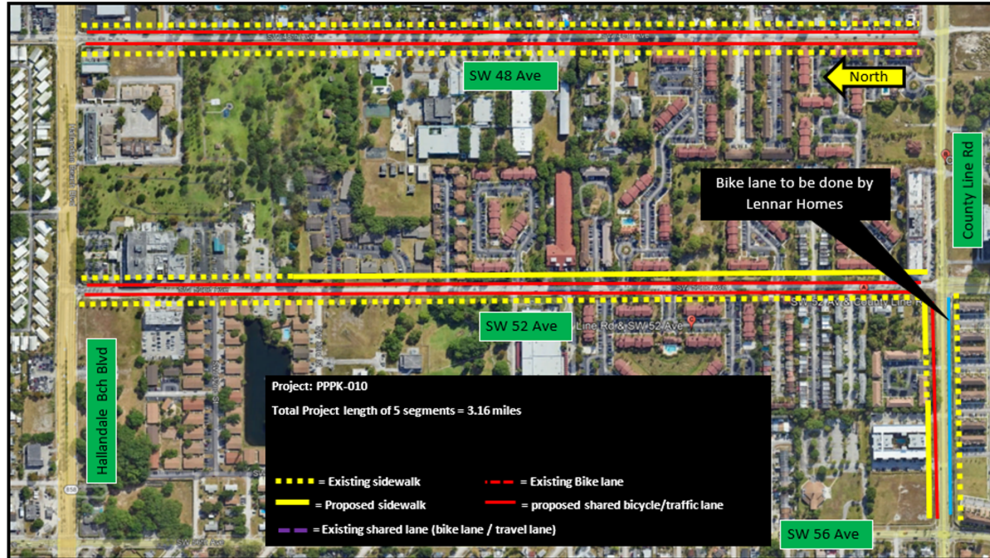
- 1- Topographic Survey (11"x17" sheets, 1"=40' scale).
- 2- Project Network Control Sheet(s) and Reference Point Sheet(s).
- 3- The SURVRD01 file in a Microstation cad format.
- 4- An ASCII file of points in terms of x,y,z, description.
- 5- A DTM in XML format for Microstation.
- 6- Digital signed Specific Purpose / Topographic Survey.

Scope of Services
Town of Pembroke Park



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Scope of Services
Town of Pembroke Park

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:
County:
FPN:
FAP No.:

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE
Broward County
PPPK-010
1/0/1900

Consultant Name: HSQ Group, L
Consultant No.:
Date: 4/18/2024
Estimator:

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Senior Engineer	Project Engineer	Engineer Intern	SUR Principal	SUR Senior	Survey Tech III	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	Salary Cost By Activity
		\$195.30	\$192.51	\$153.45	\$140.39	\$0.00	\$162.00	\$92.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3. Project General and Project Common Tasks	53	5	5	20	27	0	0	0	0	0	0	0	0	\$8,799
4. Roadway Analysis	200	20	20	60	100	0	0	0	0	0	0	0	0	\$31,002
5. Roadway Plans	391	20	20	156	196	0	0	0	0	0	0	0	0	\$59,211
6a. Drainage Analysis	65	7	3	26	29	0	0	0	0	0	0	0	0	\$10,006
6b. Drainage Plans	32	2	2	13	16	0	0	0	0	0	0	0	0	\$5,017
7. Utilities	104	5	5	42	52	0	0	0	0	0	0	0	0	\$15,684
8. Environmental Permits, Compliance & Clearances	49	2	2	20	25	0	0	0	0	0	0	0	0	\$7,354
19. Signing & Pavement Marking Analysis	8	0	0	3	4	0	0	0	0	0	0	0	0	\$1,022
20. Signing & Pavement Marking Plans	161	8	8	64	81	0	0	0	0	0	0	0	0	\$24,295
27. Survey (Field & Office Support)	534	0	0	0	0	0	214	320	0	0	0	0	0	\$64,130
29. Mapping	202	0	0	0	0	0	40	162	0	0	0	0	0	\$21,395
Total Staff Hours	1,799	69	65	404	530	0	254	482	0	0	0	0	0	
Total Staff Cost		\$13,475.70	\$12,513.15	\$61,993.80	\$74,406.70	\$0.00	\$41,148.00	\$44,377.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$247,915.09

SALARY RELATED COSTS:

Survey (2-person crew) 57 \$ 1,004.00 \$ 57,032.89

GRAND TOTAL ESTIMATED FEE: \$304,947.98

Project Activity 3: General Tasks

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	HSQ to review and QC/QA Plan (2 hrs for HSQ and 28 for Valarine)
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	provide roadway plan views for driveways to be used with the letters with bubbles around the driveways, 1 hr each (SW 48 65, SW 52 24, COUNTY LINE 7, PARK RD 11, SW 40 8
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	HSQ to prepare large prints/plots to be sued for pbulic meeting (2 plots 1"=40' for plan view, and 2 plots of typical sections on 24"x36") including submittal to FDOT and revisions
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	prepare project layout exhibits and typical sections (SEE 3.1.7 ABOVE)
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	N/A
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	3	0	0	
3.3	Specifications Package Preparation	LS	1	40	40	
3.4	Contract Maintenance and EDMS	LS	1	0	0	based on 12 months, 20 hrs (initial setup) + 3 x 12 months = 56
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	11	11	See listing below
3.7	Plans Update	LS	1	0	0	N/A

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	by supplemental agreement
3.9	Digital Delivery	LS	1	2	2	
3.10	Risk Assessment Workshop	LS	1	0	0	N/A
3.11	Railroad, Transit, and/or Airport Coordinator	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	2	0	0	Field trip
3. Project Common and Project General Tasks Total					53	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	1	0	0	General meetings (+50 hrs optional)
Drainage	EA	0	0	0	meet with city of Dania Beach, City of Hollywood and County
Utilities	EA	0	2	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	PM to attend meeting with City of Dania Beach, City of Hollywood, and County
Terrestrial Mobile LIDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	1	0	0	
Phase Reviews	EA	1	3	3	constructability only
Field Reviews	EA	1	8	8	
Total Project Manager Meetings		4		11	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column
2. Do not double count agency meetings between permitting agencies
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

Project Activity 4: Roadway Analysis

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	8	8	
4.2	Pavement Type Selection Report	LS	1	0	0	N/A
4.3	Pavement Design Package	LS	1	0	0	NO PAVEMENT DESIGN, USE 1" OF RESURFACING
4.4	Cross-Slope Correction	LS	1	0	0	NA
4.5	Horizontal /Vertical Master Design Files	LS	1	50	50	
4.6	Access Management	LS	1	0	0	N/A
4.7	Roundabout Evaluation	LS	1	0	0	N/A
4.8	Roundabout Final Design Analysis	LS	1	0	0	N/A
4.9	Cross Section Design Files	LS	1	0	0	
4.10	Traffic Control Analysis	LS	1	60	60	(Level I, including Ped traffic)
4.11	Master TCP Design Files	LS	1	30	30	
4.12	Selective Clearing and Grubbing	LS	1	0	0	
4.13	Tree Disposition Plan	LS	1	0	0	
4.14	Design Variations and Exceptions	LS	1	0	0	Variation for lane width from City of Dania Beach, City of Hollywood and County(+36 hrs optional)
4.15	Design Report	LS	1	12	12	Table of design criteria, design memo
4.16	Quantities	LS	1	16	16	
4.17	Cost Estimate	LS	1	8	8	
4.18	Technical Special Provisions	LS	1	0	0	
4.19	Other Roadway Analyses	LS	0	0	0	
Roadway Analysis Technical Subtotal					184	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	0	0	
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	0	0	
4.23	Quality Assurance/Quality Control	LS	%	3%	6	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	3%	6	
Roadway Analysis Nontechnical Subtotal					12	
4.26	Coordination	LS	%	2%	4	removal of midblock crossing coordination with City of Dania Beach and School Board + Coordination with project to the south + coordination for impact on school flasher
4. Roadway Analysis Total					200	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	3	0	yes	0
Pavement	EA	0	0	0	no	1
Access Management	EA	0	0	0		0
15% Line and Grade	EA	0	0	0		0
Driveways	EA	0	0	0	no	1
Local Governments (cities, counties, MPO)	EA	0	0	0	no	0
Work Zone Traffic Control	EA	0	0	0		0
30/60/90/100% Comment Review Meetings	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				0	Subtotal Project Manager Meetings	2
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	3	3	9	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
Total Meetings				9	Total Project Manager Meetings (carries to Tab 3)	2

Carries to 4.17

Carries to Tab 3

Project Activity 5: Roadway Plans

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing		Print Name	Signature / Date
FDOT District			
HSQ Group, Inc.		Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	4	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	8	8	
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	1	8	8	1 sheet anticipated covering two typical sections
5.3.2	Typical Section Details		EA	1	8	8	details showing widening for proposed turn lanes
5.4	General Notes/Pay Item Notes		Sheet	1	8	8	
5.5	Summary of Quantities Sheets		Sheet	2	8	16	
5.6	Project Layout		Sheet	0	0	0	N/A
5.7	Plan/Profile Sheet		Sheet	0	0	0	
5.8	Profile Sheet		Sheet	0	4	0	
5.9	Plan Sheet		Sheet	27	5	135	The length is 3.16 miles at 40 scale = 3.14x 5280 = 5808' / 600 = 27 sheets
5.10	Special Profile		Sheet	0	8	0	
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	N/A
5.12	Interchange Layout Sheet		Sheet	0	0	0	N/A
5.13	Ramp Terminal Details (Plan View)		Sheet	0	0	0	N/A
5.14	Intersection Layout Details		Sheet	0	0	0	N/A
5.15	Special Details		EA	1	0	0	
5.16	Cross-Section Pattern Sheet(s)		Sheet	1	0	0	N/A
5.17	Roadway Soil Survey Sheet(s)		Sheet	0	0	0	N/A

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.18	Cross Sections		EA	50	2	100	
5.19	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	N/A
5.20	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	
5.21	Temporary Traffic Control Detail Sheets		Sheet	10	8	80	6 sheets for PED + 2 notes + 2 typical sheets
5.22	Utility Adjustment Sheets		Sheet	0	0	0	N/A
5.23	Selective Clearing and Grubbing Sheet(s)						
5.23.1	Selective Clearing and Grubbing		Sheet	0	0	0	N/A
5.23.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	N/A
5.24	Tree Disposition Sheet(s)						
5.24.1	Tree Disposition Plan Sheet(s)		Sheet	2	0	0	
5.24.2	Tree Disposition Plan Tables and Schedules		Sheet	2	0	0	
5.25	Project Network Control Sheet(s)		Sheet	1	1	1	
5.26	Environmental Detail Sheets		Sheet	0	0	0	
5.27	Utility Verification Sheet(s) (SUE Data)		Sheet	1	1	1	provided by SUE sub
Roadway Plans Technical Subtotal						369	
5.28	Quality Assurance/Quality Control		LS	%	3%	11	
5.29	Supervision		LS	%	3%	11	
5. Roadway Plans Total						391	

Page 13 of 30

Project Activity 6a: Drainage Analysis

Estimator:

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	0	14	0	
6a.2	Base Clearance Report	Per Location	0	0	0	NA
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	NA
6a.4	Design of Cross Drains	EA	1	0	0	one cross drain will be extended
6a.5	Design of Ditches	Per Ditch Mile	3.14	5	16	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	NA
6a.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	NA
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	NA
6a.9	Design of Storm Drains	EA	10	2	20	ASSUMED 10
6a.10	Optional Culvert Material	EA	0	1	0	NA
6a.11	French Drain Systems	Per Cell	3	0	0	
6a.12	Drainage Wells	EA	0	0	0	NA
6a.13	Drainage Design Documentation Report	LS	1	24	24	mini drip report
6a.14	Bridge Hydraulic Report	EA	0	0	0	NA

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	0	0	NA
6a.16	Cost Estimate	LS	1	0	0	NA
6a.17	Technical Special Provisions	LS	1	0	0	NA
6a.18	Other Drainage Analysis	LS	1	0	0	
Drainage Analysis Technical Subtotal					60	
6a.19	Field Reviews	LS	1	0	0	
6a.20	Technical Meetings	LS	1	0	0	
6a.21	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.22	Quality Assurance/Quality Control	LS	%	3%	2	
6a.23	Independent Peer Review	LS	%	0%	0	
6a.24	Supervision	LS	%	3%	2	
Drainage Analysis Nontechnical Subtotal					4	
6a.25	Coordination	LS	%	2%	1	
6a. Drainage Analysis Total					65	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0		0
Pond Siting	EA	0	0	0		0
Agency	EA	0	0	0		0
Local Governments (cities, counties)	EA	3	0	0		0
FDOT Drainage	EA	0	0	0	no	0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				0		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	3	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 6.19

Carries to Tab 3

6b. Drainage Plans (HSQ)

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	0	0	0	NA
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	NA
6b.3	Summary of Drainage Structures		Sheet	0	20	0	NO INCLUDED
6b.4	Optional Pipe/Culvert Material		Sheet	1	0	0	NA
6b.5	Drainage Structure Sheet(s) (Per Structure)		EA	5	2	10	
6b.6	Miscellaneous Drainage Detail Sheets		Sheet	1	8	8	
6b.7	Lateral Ditch Plan/Profile		Sheet	0	0	0	NA
6b.8	Lateral Ditch Cross Sections		EA	0	0	0	NA
6b.9	Retention/Detention Ponds Detail Sheet(s)		Sheet	0	0	0	NA
6b.10	Retention Pond Cross Sections		EA	0	0	0	NA
6b.11	Erosion Control Plan Sheet(s)		Sheet	0	3	0	SHOW ON PLAN SHEETS ONLY
6b.12	SWPPP Sheet(s)		Sheet	3	4	12	
Drainage Plans Technical Subtotal						30	
6b.13	Quality Assurance/Quality Control		LS	%	3%	1	
6b.14	Supervision		LS	%	3%	1	
6. Drainage Plans Total						32	

Project Activity 7: Utilities

Estimator: Lydia Santiago

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE
PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
F. R. Aleman & Associates, Inc.	Amazia Kiboko, PE	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing Utility Agency Owners (UAO(s))	LS	8	1	8	assume 8 UAO
7.3	Make Utility Contacts	LS	8	1	8	Initial Contact, Initial Engineering & Constructability Submittals; (8) UAOs, (2) submittals, (1) Hrs. each
7.4	Exception Processing	LS	1	0	0	N / A
7.5	Preliminary Utility Meeting	LS	1	4	4	Meeting preparation; conduct meeting; transcribe and distribute meeting minutes (includes travel time to D4 Headquarters)
7.6	Individual/Field Meetings	LS	0	4	0	(2) individual/field meetings, (4) Hrs. each (including roundtrip travel time from Doral office to project site.)
7.7	Collect and Review Plans and Data from UAO(s)	LS	8	2	15	(13) UAOs, (2) Hrs. each
7.8	Subordination of Easements Coordination	LS	1	0	0	N / A
7.9	Utility Design Meeting	LS	1	5	5	Meeting preparation; conduct meeting; transcribe and distribute meeting minutes (includes travel time to D4 Office).
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	8	2	16	(8) UAOs, (2) Hrs. each
7.11	Utility Coordination/Followup	LS	8	2	16	(8) UAOs, (2) Hrs. each
7.12	Utility Constructability Review	LS	8	3	24	(8) UAOs, (3) Hrs. each
7.13	Additional Utility Services	LS	1	0	0	N / A
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	N / A
7.15	Contract Plans to UAO(s)	LS	1	0	0	N / A
7.16	Certification/Close-Out	LS	8	1	8	(8) UAOs, (1) Hrs. each
7.17	Other Utilities	LS	1	0	0	N / A
7. Utilities Total					104	

Project Activity 7: Utilities

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	1	0	0	no	0
Preliminary Meeting (see 7.5)	EA	1	5	5	yes	0
Individual UAO Meetings (see 7.6)	EA	2	0	0	no	0
Field Meetings (see 7.6)	EA	1	0	0	no	0
Design Meeting (see 7.9)	EA	1	5	5	yes	1
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0		0
Total Meetings				10	Total Project Manager Meetings (carries to Tab 3)	1

Carries to Tab 3

Project Activity 8: Environmental Permits

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	1	4	4	
	Permits					
8.2	Field Work					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	N/A
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.2.4	Archeological Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	Complete And Submit All Required Permit Applications					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	
8.6	Prepare USCG Permit Sketches	LS	1	0	0	
8.7	Prepare Water Management District Right-of-Way Occupancy Permit	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare Tree Permit Information	LS	1	0	0	
8.10	Mitigation Design	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.12	Other Environmental Permits	LS	1	40	40	permitting from Broward county
	Environmental Clearances/Reevaluations					
8.13	Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.13.2	Archaeological and Historical Features	LS	1	0	0	
8.13.3	Wetland Impact Analysis	LS	1	0	0	
8.13.4	Essential Fish Habitat	LS	1	0	0	
8.13.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.13.6	Section 7 or Section 10 Consultation	LS	1	0	0	
8.14	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Features	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat	LS	1	0	0	
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	
8.15	Contamination Impact Analysis	LS	1	0	0	
8.16	Asbestos Survey	LS	1	0	0	
Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal					44	
8.17	Technical Meetings	LS	1	0	0	Meetings are listed below
8.18	Quality Assurance/Quality Control	LS	%	5%	2	
8.19	Supervision	LS	%	5%	2	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					4	
8.20	Coordination	LS	%	2%	1	
8. Environmental Permits, Compliance and Clearances Total					49	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
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Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
WMD	EA	0	0	0		0
NMFS	EA	0	0	0		0
USACE	EA	0	0	0		0
USCG	EA	0	0	0		0
USFWS	EA	0	0	0		0
FFWCC	EA	0	0	0		0
FDOT	EA	1	0	0		0
Other Meetings	EA	1	0	0		0
Subtotal Technical Meetings				0	Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 8.18

Carries to Tab 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	NA
19.3	Reference and Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	NA
19.5	Sign Panel Design Analysis	EA	1	0	0	NA
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	NA
19.7	Quantities	LS	0	1	0	
19.8	Cost Estimate	LS	1	8	8	NA
19.9	Technical Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					8	
19.11	Field Reviews	LS	1	0	0	One field review to document all existing signing and markings, 2 Persons.
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	0	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	0	
Signing and Pavement Marking Analysis Nontechnical Subtotal					0	
19.16	Coordination	LS	%	2%	0	
19. Signing and Pavement Marking Analysis Total					8	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
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Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments	
	Sign Panel Design	EA	0	0	0		0
	Queue Length Analysis	EA	0	0	0		0
	Local Governments (cities, counties)	EA	0	0	0		0
	Other Meetings	EA	0	0	0		0
	Subtotal Technical Meetings				0	Subtotal Project Manager Meetings	0
	Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
	Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
	Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 19.12

Carries to Tab 3

Page 23 of 30

Project Activity 20: Signing and Pavement Marking Plans

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE
PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	2	1	2	
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0	Will be include in roadway
20.3	Tabulation of Quantities		Sheet	1	12	1	12	One sheet estimated.
20.4	General Notes/Pay Item Notes		Sheet	1	2	1	2	One sheet for general notes.
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	27	5	27	135	40 Scale
20.7	Typical Details		EA	0	0		0	N/A
20.8	Guide Sign Worksheet(s)		EA	0	0		0	NA
20.9	Traffic Monitoring Site		EA	0	0		0	NA
20.10	Cross Sections		EA	0	0		0	NA
20.11	Special Service Point Details		EA	0	0		0	NA
20.12	Special Details		LS	1	0		0	if needed
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						30	151	
20.14	Quality Assurance/Quality Control		LS	%	3%		5	
20.15	Supervision		LS	%	3%		5	
20. Signing and Pavement Marking Plans Total						30	161	

27. Survey (HSQ)

Estimator: Daniel C. Laak

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE
PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Daniel C. Laak	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									Set four poured in place concrete monuments FDOT "C" points, static GPS observations. Sixteen supplemental control points as needed.
	2-Lane Roadway	Mile	3.16	2.00	6.32	1.00	6.32	3.00	18.96	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line									One NGS Staion 1 mile from site. Others will be obtained from FDOT.
	2-Lane Roadway	Mile	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									The alignment and the range line will be coincident
		Mile	3.16	0.25	0.50	0.50	0.25	300.00	150.00	
27.4	Aerial Targets			Units/Day						no targets
	2-Lane Roadway	EA	0.00	12.00	0.00	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	

27. Survey (HSQ)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.6	Topography/DTM (3D)									Provide DTM including the large intersections of Griffin Road and Stirling Road
		Mile	3.16	10.00	31.60	1.00	31.60	6.00	189.60	
27.7	Planimetric (2D)									
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/Profiles									Perform check cross sections at 500' intervals
		Mile	3.16	1.00	3.16	1.00	3.16	4.00	12.64	
27.9	Side Street Surveys									
		Mile			0.00		0.00		0.00	
27.10	Underground Utilities									F.R. Aleman will provide utility dgn
	Designates	Mile/Site			0.00		0.00		0.00	
	Locates	Point			0.00		0.00		0.00	
	Survey			0.00	0.00		0.00		0.00	
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						Provide rim elevation, XYZ location of inverts, pipe sizes, materials, connectivity on 50 more or less structures
		EA	50.00	12.00	4.17	0.50	2.08	3.00	12.50	
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	

27. Survey (HSQ)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.19	Sectional / Grant Survey									
		Corner	8	0.50	4.00	0.50	2.00	2.00	8.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block	8	0.25	2.00	0.50	1.00	2.00	4.00	
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	
27.26	Line Cutting									
		Mile			0.00					
27.27	Work Zone Safety									
			33	0.123	4.06					
27.28	Miscellaneous Surveys									
					0.00		0.00		0.00	
Survey Subtotal				Crew Days	57	Field Support Hours	47	Office Support Hours	397	
27.29	Supplemental Surveys									
				57	0		0		0	
27.30	Document Research	Units								
			20.00						20	
27.31	Field Reviews	Units								
			6.00						6	

27. Survey (HSQ)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.32	Technical Meetings	LS								
			8.00						8	
27.33	Quality Assurance / Quality Control	LS						5%	20	
								5%	24	
27.34	Supervision	LS						3%	12	
								3%	12	
27.35	Coordination	LS								
27. Survey Total				Crew Days	57	Field Support Hours	47	Office Support Hours	486	

SPLS =

PLS =

Office Support =

Total Hours = 534

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	1	0	0		0
Baseline Approval Review	EA	1	0	0		0
Network Control Review	EA	1	0	0		0
Vertical Control Review	EA	1	0	0		0
Local Governments (cities, counties)	EA	3	0	0		0
Final Submittal Review	EA	1	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				0	Subtotal PM Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	**	--
Phase Review Meetings	EA	0	0	0	**	--
Total Meetings				0	Total PM Mtgs (carries to Tab 3)	0

Carries to 27.32

Carries to Tab 3

** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

29. Mapping (HSQ)

Estimator:

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Master CADD File						
29.1	Alignment	Mile	0	0		0	
29.2	Section and 1/4 Section Lines	Section	0	0		0	
29.3	Subdivisions / Property Lines	EA	0	0		0	
29.4	Existing R/W	Mile	0	0		0	
29.5	Topography	Mile	0	0		0	
29.6	Parent Tract Properties/Existing Easements	Parcel	0	0		0	
29.7	Proposed R/W Requirements	Parcel	0	0		0	
29.8	Limits of Construction	Mile	0	0		0	
29.9	Jurisdictional/Agency Lines	Linear Mile	0	0		0	
	Sheet Files						
29.10	Control Survey Cover Sheet	Sheet	0	0		0	
29.11	Control Survey Key Sheet	Sheet	0	0		0	
29.12	Control Survey Detail Sheet	Sheet	0	0		0	
29.13	R/W Map Cover Sheet	Sheet	0	0		0	
29.14	R/W Map Key Sheet	Sheet	0	0		0	
29.15	R/W Map Detail Sheet	Sheet	0	0		0	
29.16	Maintenance Map Cover Sheet	Sheet	0	0		0	
29.17	Maintenance Map Key Sheet	Sheet	0	0		0	
29.18	Maintenance Map Detail Sheet	Sheet	0	0		0	
29.19	Reference Point Sheet	Sheet	0	0		0	
29.20	Project Network Control Sheet	Sheet	3	6		18	Prepare Project Network Control Map
29.21	Table of Ownerships Sheet	Sheet	0	0		0	

29. Mapping (HSQ)

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Miscellaneous						
29.22	Parcel Sketches	Parcel	0	0		0	
29.23	TI/ITF Sketches	Parcel	0	0		0	
29.24	Other Specific Purpose Survey Map	EA	0	0		0	
29.25	Boundary Survey(s) Map	EA	0	0		0	
29.26	R/W Monumentation Map	Sheet	0	0		0	
29.27	Title Search Map	LS	1	0		0	
29.28	Title Search Report	LS	1	0		0	
29.29	Legal Descriptions	Parcel	0	0		0	
29.30	Final Maps/Plans Comparison	Sheet	20	8		160	specific purpose survey 20 sheets
Mapping Technical Subtotal					0	178	
29.31	Field Reviews	EA	1	0		0	
29.32	Technical Meetings	LS	1	0		0	
29.33	Quality Assurance/Quality Control	EA	%	5%		9	
29.34	Supervision	EA	%	5%		9	
Mapping Nontechnical Subtotal						18	
29.35	Coordination	LS	%	3%		6	
29.36	Supplemental Mapping	LA	%	0%		0	
29. Mapping Total					0	202	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff meeting	EA	0	0	0		0
Control map review	EA	0	0	0		0
45/60/90/final map review	EA	0	0	0		0
Other meetings	EA	0	0	0		0
Subtotal Technical Meetings				0	Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 29.32

Carries to Tab 3

AGENDA ITEM REPORT



To: Town Commission
Subject: Filling of previous advertised vacant positions
Meeting: WORKSHOP COMMISSION MEETING - Apr 24 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

RECOMMENDATION:

To fill positions

ORDINANCE NO. 2024-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM A REVISED TOWN CHARTER FOR THE TOWN OF PEMBROKE PARK WHICH, IF APPROVED BY A MAJORITY OF THE QUALIFIED ELECTORS OF THE TOWN VOTING IN SUCH REFERENDUM ELECTION, WOULD REPLACE, IN ITS ENTIRETY, THE EXISTING THE CHARTER OF THE TOWN APPROVED BY THE FLORIDA LEGISLATURE AS CH. 59-1722, LAWS OF FLORIDA, FILED ON JUNE 20, 1959, AS AMENDED; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the Town of Pembroke Park, Florida; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the Town Commission of the Town of Pembroke Park, Florida, in an ordinance format; and

WHEREAS, in August 2021, the Town's first charter review committee convened and spent over a year reviewing various aspects of the Town Charter and considering input from the Town's professional staff and consultants; and

WHEREAS, the Town Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the Town Commission seeks to put to referendum an amended charter which embraces the commission-manager form of government; and

WHEREAS, the Town Commission deems the proposed revised Town Charter, as detailed herein, to be in the best interests of the citizens and residents of the Town.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Subject to referendum approval, the Town Charter adopted by the Florida Legislature as Ch. 59-1722, filed with the Secretary of State on June 20, 1959, is hereby repealed and replaced with the proposed Town Charter attached hereto as Exhibit "A" and incorporated herein.

Section 3. The Ballot Title shall be as follows:

ADOPTION OF A NEW TOWN CHARTER TO REPLACE THE EXISTING 1959
TOWN CHARTER

Section 4. At the General Municipal Election on November 5, 2024, the following question shall be placed on the ballot for consideration by the qualified electors of the Town of Pembroke Park, Florida, and shall read as follows:

The current 1959 Charter, as amended, provides for a commission form of government with elected officials responsible for the daily operation of the Town. Shall the Charter be repealed and replaced with new Charter establishing a commission-manager form of government whereby a professional manager shall be responsible for the daily operation of the Town, along with a mayor and four district commissioners elected at-large and serving staggered four-year terms, among other changes?

YES ☐ NO ☐

Section 5. **Advertisement.** The Town Clerk of the Town of Pembroke Park is

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existing law; words in underlined type are additions

hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the Town of Pembroke Park, Florida, as well as the State of Florida Election Code.

Section 6. **Codification.** It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 7. **Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. **Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 9. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

**PASSED AND FINAL ADOPTION on Second Reading this __ day of _____,
2024.**

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existing law; words in underlined type are additions

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN MARTELL
Town Clerk

Approved As To Legal Form:

JACOB G. HOROWITZ
Town Attorney

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EXHIBIT “A”
PROPOSED CHARTER

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Page 5 of 4 Pages

PART I CHARTER

PREAMBLE

The citizens of the Town of Pembroke Park, in order to protect the health, welfare and safety of its residents, and promote honorable, efficient and responsive government, hereby adopt this charter in accordance with the Constitution and Laws of Florida. The Town of Pembroke Park shall be organized as the "commission-manager" form of government.

ARTICLE I. POWERS OF THE TOWN

Section 1.01. Creation and powers.

A municipal corporation to be known as the Town of Pembroke Park was created and established in Broward County, Florida, on June 20, 1959 via Chapter 59-1722, Laws of Florida, and as such shall have perpetual succession. Said municipal corporation shall have and use a common seal and may change the same at its pleasure. A Home Rule Charter for the Town of Pembroke Park was adopted by Ordinance No. _____ on _____, and approved by the voters of the town on pursuant to the requirements and provisions of F.S. Ch. 166, (the Municipal Home Rule Powers Act).

The Town of Pembroke Park shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, render municipal services, and may exercise any power for municipal purposes except when expressly prohibited by law, pursuant to Section 166.021, Florida Statutes and Article VIII of the State Constitution.

Section 1.02. Intergovernmental relations.

The town may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any one or more states or civil divisions or agencies thereof, including Florida and its civil divisions and agencies, or the United States or any agency thereof.

Section 1.03. Extraterritorial powers.

All extraterritorial powers conferred upon the Town of Pembroke Park by general or special act prior to the adoption of this charter shall remain in full force and effect until repealed by ordinance or by amendment to this charter.

Section 1.04. Legal construction.

The powers of the town shall be construed liberally in favor of the town, limited only by the Constitution, general law and specific limitations contained herein. Special acts pertaining to the jurisdiction and exercise of powers by this town shall be considered amendments to this charter, and, pursuant to the provisions adopted for incorporation of other charter amendments, shall be incorporated as official amendments to this charter.

Section 1.05. 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.

Notwithstanding the foregoing conditions for amendment of the T-1 Mobile Home Park Zoning District, this section 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.

ARTICLE II. CORPORATE LIMIT

Section 2.01. Description of corporate limits.

The territorial boundaries of said Town of Pembroke Park shall be as follows:
[The territorial boundaries of the Town are on file in the Town Clerk's office.]

ARTICLE III. LEGISLATIVE

Section 3.01. Town commission, composition, ~~and term~~ and districts.

- (1) There shall be a town commission, with all the legislative powers of the town vested therein, consisting of ~~five (5) members, one (1) mayor and four (4) district commission members, all elected at-large by the electors of the Town. Each district commission member shall be elected from one of four (4) geographic districts within the Town, one of whom shall be the mayor, who shall be electors of the town.~~ Commencing with the election in March 2027, candidates shall qualify and run at-large for the offices of Mayor, Commissioner Seat-District 1 and Commissioner Seat-District 2, Commissioner Seat-District 3 and Commissioner Seat-District 4.
- (2) Any individual seeking election as the mayor or district commissioner shall pay a filing fee and shall file with the Town Clerk a written notice of candidacy stating the designated district or position on the commission to which the individual seeks to be elected, in accordance with Section 3.07 of this Charter. Candidates for mayor shall have resided within the town for at least one (1) year prior to qualifying as a candidate for office. ~~and~~ Candidates for each district commissioner shall be electors and residents of the

town and shall have resided continuously within the town-district they seek to represent for at least one (1) year prior to qualifying as a candidate for office. All qualified voters of the town may cast one (1) vote for a candidate for mayor and one (1) vote for a candidate for election for each commission seat for each district commissioner. The individuals receiving the highest number of votes for mayor and for each district commissioner seat shall be duly elected to serve as a member of the town commission.

(3) Term. Commencing with the election in March 2027, the individual elected to serve as mayor, the individual elected to represent Commission Seat-District 1 and the individual elected to represent Commission Seat-District 2 shall be elected to a four (4) year term. In order to provide for staggered terms on the Town Commission, commencing with the election in March 2027, the individual elected to represent Commission Seat-District 3 and the individual elected to represent Commission Seat-District 4 shall be elected to a two (2) year term. Commencing with the election in March 2029~~34~~, the term of office for all members of the Town Commission shall be four (4) years or until his/her successor shall be qualified and elected.

(4) Commission Districts. Following the adoption of this Charter by the electors of the Town, the Town of Pembroke Park shall be divided into four (4) election districts. The geographic boundaries of the four (4) election districts shall be comprised of roughly equal populations, and shall be compact, proportional and logically related to the natural boundaries of the neighborhoods within the Town. The principals of nondiscrimination and one person/one vote shall be strictly adhered to.

(3)(5) Redistricting. Following the decennial census in 2030, and every ten (10) years thereafter, or sooner if it is determined by the Commission that districts have become unbalanced due to population shifts, the Town Commission shall contract with an accredited four (4) year college or university located within the State of Florida for the purpose of identifying and designating the four (4) election districts within the Town. The Town Commission shall adopt the redistricting plan, provided that the plan incorporates the principals of nondiscrimination and fairness set forth above. In the event that an elected district commission member no longer resides in the district from which he or she is elected as a direct result of the revisions to district boundaries in accordance with this section, that commission member shall complete his or her term. Nothing contained in this section shall be construed to alter residence requirements for any candidate including incumbents, during subsequent regular elections.

Section 3.02. Elections.

- (1) General Municipal Elections. General municipal elections shall be held on the first Tuesday following the first Monday in March, commencing with the year 2027, and every four (4) years thereafter.
- (2) Special Elections. Special town elections may be held to fill vacancies on the town commission, to submit to referendum proposed amendments to the Town Charter, bond proposals, initiative and referendum proposals and other issues requiring the expression of voter opinion; and to comply with the recall provisions of general law.
- (3) Except as otherwise provided by this charter, the provisions of the general and special election laws of the State of Florida and Broward County shall apply to elections held under the charter. All elections provided for by the charter shall be conducted in accordance with the Florida Election Code and by the election authorities established by law.
- (4) For the conduct of town elections, for the prevention of fraud in such elections and for the recount of ballots in cases of doubt or fraud, the commission may adopt, by ordinance, other election regulations which it considers desirable, consistent with law and this charter.

Section 3.03. Oath of office.

Before entering upon the duties of their respective office, all elected officers shall each take and subscribe to the following oath: "I do solemnly swear or affirm that I am a registered voter and a resident in the Town of

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Pembroke Park, as shown by public records of Broward County, Florida. I further swear that I will support, protect and defend the Constitution and Government of the United States, and the Constitution of the State of Florida, and the charter and ordinances of the Town of Pembroke Park, and that I will well and faithfully perform the duties of my office of the said town upon which I am about to enter, so help me God."

Section 3.04. Mayor.

- (1) *Mayor.* The mayor shall be an elector of the town elected to a four (4) year term by the electors of the town. The mayor shall have equal voice and vote in the proceedings of the town commission, shall preside at commission meetings, shall be recognized as head of town government for all ceremonial purposes, by the Governor for purposes of military law, for service of process, signing of contracts, deeds and other documents except as otherwise provided, and as the town official designated to represent the town in all agreements with other governmental entities or certifications to other governmental entities as approved by the town commission; but shall have no administrative duties except as required to carry out the responsibilities herein.
- (2) *Mayoral Absence.* During the absence or disability of the mayor the vice mayor shall act as mayor. In case of the death, resignation or removal of the mayor, the vice mayor, shall serve as mayor until such time as the office shall be filled according to the provisions set forth in Section 3.08 for vacancies.

Section 3.05. Vice Mayor.

The town commission, at the first regularly scheduled meeting in April of each year, shall elect, by majority vote a member of the commission to serve a vice mayor. The vice mayor shall have the privileges, powers and duties of the mayor in the mayor's absence or disability. A vacancy on the commission created by the death, resignation, removal or elevation of the vice mayor to mayor shall be filled in accordance with the provisions of Section 3.08 of this Town Charter.

Section 3.06. Compensation; expenses.

- (1) The town commission may determine any change in the monthly salary of the mayor and commissioners by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of commissioners elected at the next ~~regular-general~~ municipal election.
- (2) Any benefit plans to be provided to the mayor and commissioners shall first be established by ordinance, said ordinance to be effective immediately upon its passage and final adoption.
- (3) The mayor and commissioners shall receive their actual and necessary expenses incurred in the performance of their duties of office.

Section 3.07. Filing fees and notice of candidacy.

Any candidate seeking election as a member of the town commission shall file with the town clerk a written notice of candidacy, stating the designated ~~position or district~~ commission ~~seat~~ to which they seek to be elected, and a statement that the candidate will serve if elected. The filing of such notice shall be done pursuant to the same timeframes as candidates who qualify for county offices as provided in F.S. § 99.061(2). At the time of filing such notice, the candidate shall pay a non-refundable filing fee of twenty-five (\$25.00). Candidates shall also be required to pay the state election assessment as required by F.S. § 99.093.

Section 3.08. Vacancies, forfeitures of office, filling of vacancies.

- (1) *Vacancies.* The office of Mayor ~~or a District~~ Commission member shall become vacant upon his/her death, resignation, removal from office in any manner authorized by law or forfeiture of his office, such forfeiture to be declared by the remaining members of the Commission.

- (2) *Forfeiture of office.* A member of the commission shall forfeit his/her office if said person, (a) lacks any qualifications for the office prescribed by this Charter or other applicable law including § 100.361, Florida Statutes, (1989) as may be amended from time to time; or (b) is convicted of a felony while in office, or (c) fails to attend four consecutive regular meetings of the Commission ~~and fails to notify the Town Clerk of such absences, unless such absences are each excused by motion setting forth the reason for the absence duly entered upon the minutes.~~ A member charged with conduct constituting grounds for forfeiture of his/her office shall be entitled to a public hearing on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the Town at least one week in advance of the hearing.
- (3) *Filling of vacancies.* Unless otherwise provided by law, if a vacancy occurs on the Town Commission, the remaining members of the Town Commission may, by majority vote, appoint a qualified individual to fill the vacancy on an interim basis. The Town Commission shall adopt a resolution setting forth the process of appointing an interim member of the Town Commission pursuant to this section.
- (a) Appointment. If there are less than one hundred eighty (180) days before the next general municipal election, then the interim commission member appointed to fill the vacancy shall serve until the next general municipal election. If there are more than one hundred eighty (180) days before the next general municipal election, then the Town Commission shall conduct a special election to fill the vacancy. The special election shall take place as soon as practicable, but no more than one hundred eighty (180) days from the date that the vacancy occurred, subject to the concurrence of the Broward County Supervisor of Elections. The individual elected to fill the vacancy at either the next general municipal election or a special election called for that purpose shall only serve the remaining unexpired term of the Commission member whose position became vacant.
- (b) In the event of a vacancy in the position of Mayor, the Vice Mayor shall forthwith commence to serve as acting Mayor until the Mayor's position is filled pursuant to this section. When the Vice Mayor becomes acting Mayor, the remaining members of the Town Commission shall appoint a qualified individual to serve as interim Commissioner. Once the vacancy in the position of Mayor is filled, the Vice Mayor shall return to his or her seat on the commission and the individual appointed to serve as interim Commissioner shall be removed from office.
- (c) In the event of the death, resignation, or removal of the Vice Mayor, the commission shall, by majority vote, elect one (1) of the commissioners to serve the remaining balance of the Vice Mayor's term, and the vacancy on the commission shall be filled in accordance with this section.
- (4) *Extraordinary vacancies.* In the event that a majority of the members of the commission are removed by death, disability, law or forfeiture of office, the governor shall make interim commission appointments and the commission shall call a special election as provided in Subsection 3(a) above and such election shall be held in the same manner as the election held pursuant to the previous Town Charter.

Section 3.09. Prohibitions.

- (1) *Holding other office.* Except where authorized by law, no mayor or commissioner shall hold the position of town manager or any other town office, town employment, or other elected public office during the term for which said person was elected mayor or to the commission, and no former mayor or commissioner shall hold any compensated appointive town office or town employment until one (1) year after ~~the official leaves public office, the expiration of the term for which said person was elected as mayor or to the commission.~~
- (2) *Oversight of administration.* Except for the purpose of inquiries and investigations, the commission or its members shall deal with Town officers and employees who are subject to the direction and supervision of the Town Manager solely through the Town Manager, and neither the commission nor its members shall give

orders to any such officer or employee, publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the commission from examining by question and personal observation all aspects of Town government operations so as to obtain independent information to assist the members in the formulation of policies to be considered by the commission and assure the implementation of such policies as have been adopted. It is the express intent of this provision, however, that such inquiry shall not interfere directly with the regular municipal operations of the Town and that recommendations for change or improvement in Town government operations be made to and through the Town Manager.

Section 3.10. Procedure and meetings.

- (1) *Organization.* ~~On the first WednesdayAt the first regular meeting of the Town Commission~~ following the receipt of certified election results from the Supervisor of Elections an organizational meeting of the Town Commission shall be held for the purpose of swearing in the newly-elected commissioners members shall take the Oath of Office and assume the duties of their office.
- (2) *Regular.* The commission shall meet regularly at such times and places as shall be specified by resolution. The commission shall endeavor to meet no less than monthly; however, a majority of the commission may establish the commission's regular meeting schedule. All meetings, formal or informal, of the town commission, all committees and all boards, elective or appointive, administrative or advisory, shall be conducted in open session and the press and public shall be permitted to attend any of such meetings, except such private, executive sessions as may be permitted by law.
- (3) *Special.* Special meetings may be held on the call of the mayor or of a majority of the members of the commission upon no less than forty-eight (48) hours' notice to each member, the town manager, town clerk, town attorney and the public.
- (4) *Workshop.* In addition to regular and special meetings, the commission may decide to hold workshop meetings for information on, and discussion of, municipal and related matters, which meetings may be conducted like regular meetings except that no resolutions or ordinances may be adopted or other action taken at a workshop meeting. The quorum of the commission is not required for the holding of a workshop meeting.
- (5) *Emergency.* Emergency meetings may be held on the call of the mayor or of a majority of the members of the commission, whenever there is a public emergency affecting life, health, property or the public peace, and whenever practicable, upon no less than four (4) hours' notice to each member and the public.
- (6) *Rules and journal.* The commission shall determine its own rules and order of business and shall provide for keeping a written record or journal of its proceedings. In the absence of rules and procedures established by the town Commission, meetings of the commission shall be subject to Robert's Rules of Order, as may be amended from time to time.

Section 3.11. Initiative, referendum, recall.

Citizens of the town shall have the power to propose ordinances, excluding any which may extend to the budget or capital program or any ordinance relating to the appropriation of money, levy of taxes or salaries and/or terms and conditions of employment of town officers or employees, bond resolutions, bond ordinances, and to seek the removal of elected officials, and to adopt or reject such ordinances or removal of elected officials at a town election. Such proposals for initiative, referendum and recall shall be made in accordance with the provisions of F.S. Ch. 100, as same may be amended from time to time.

ARTICLE IV. ADMINISTRATION

Section 4.01. Town manager.

There shall be a town manager who shall be the chief administrative officer of the town, who shall serve at the will and pleasure of the town commission. The town commission shall, by ordinance, resolution, or employment contract, establish a job description for the office of town manager and shall provide standards for the work schedule and terms and conditions of employment of the town manager, which shall be consistent with the town manager's duties and responsibilities under the town charter and with the town manager's exempt status as a full-time, salaried, executive employee under the federal Fair Labor Standards Act.

- (1) *Appointment and removal.* The town manager shall be appointed or removed by motion or resolution adopted by ~~at least a four-fifths (4/5) supermajority~~ a majority of the full commission.
- (2) *Qualifications.* The town manager shall have a combination of a Bachelor's degree in Public Administration, Business Administration, or other related fields from an accredited college or university and three (3) years' public administration experience; or ten (10) years' experience in public administration, with at least three (3) years' experience in a town manager or assistant town manager position, which is credentialed by the International City Management Association. For purposes of this section "other related field" shall mean the type of degree possessed by any department head who reports to the town manager, including, but not limited to a degree in engineering or public finance.
- (3) *Acting town manager.* By letter filed with the commission the town manager shall designate, subject to approval of the commission, a qualified town administrative officer to exercise the powers and perform the duties of manager during his/her temporary absence or disability. During such absence or disability, the commission may revoke such designation at any time and appoint another officer of the town to serve until the manager shall return or their disability shall cease.
- (4) *Powers and duties.* The town manager shall be the chief administrative officer of the town. The manager shall be responsible to the commission for the administration of all town affairs placed in his or her charge by or under this charter. The manager shall have the following powers and duties:
 - (a) The Town Manager is in charge of and responsible for overseeing the Town's compliance with including, but not limited to, all federal, state, county and local laws, statutes, ordinances, resolutions, policies and procedures.
 - (b) To see that the policies and directions of the Commission with respect to the administration and operation of the Town are followed.
 - (c) To attend all meetings of the Commission.
 - (d) To oversee the agenda for all meetings of the Commission including, but not limited to, special and workshop meetings.
 - (e) To keep the Commission fully advised as to the financial condition, management, governance and related needs of the Town.
 - (f) To recommend to the Commission for its consideration such measures as he or she may deem necessary, expedient or otherwise in the Town's best interests.
 - (g) The Town Manager is in charge of, responsible for, and accountable to the Town Commission for the day to day operations of all departments, and shall prepare a written monthly report to the Town Commission as to the operations of same.
 - (h) To perform research and prepare reports as may be assigned by the Commission.

-
- (i) To conduct management and cost studies on Town activities and make recommendations for revision where necessary.
 - (j) To serve as the affirmative action program coordinator.
 - (k) To assist the Town staff and Town consultants in making application for Federal and State grants as directed by the Commission.
 - (l) To maintain liaison and communication with other local governments and other levels of government as directed by the Town Commission.
 - (m) To coordinate the activities of all department and division heads to ensure the efficient operation of the Town government as directed by the Commission.
 - (n) To keep the Town Commission fully advised as to the financial conditions and needs of the Town at such times and in such detail as necessary, but at a minimum on a monthly basis.
 - (o) The Town Manager shall prepare and submit an annual budget to the Town Commission for its consideration.
 - (p) To investigate and determine whether purchases of current supplies and contractual services are made in accordance with regulations prescribed by state law, Town charter and ordinance, and whether competitive procurement procedures are maintained in a fair and impartial manner.
 - (q) To hold such staff meetings and perform such other functions as are required to carry out the duties as outlined above.
 - (r) To perform such other duties as may be required of him or her by ordinance, resolution, or other direction of the Commission.

Section 4.02. Town clerk; appointment and duties.

- (1) *Appointment.* The town ~~manager-commission~~ shall appoint the town clerk when a vacancy exists.
- (2) *Duties.* The town clerk shall be the official custodian of the town 's seal and of all town records and papers of an official character; the town clerk shall give notice of commission meetings as provided by law; shall attend all meetings of the town commission; shall keep minutes of its proceedings, the correctness of which shall be approved by the commission and certified by the town clerk and the presiding officer at such meeting; sign all ordinances and resolutions and record them in full in books kept for such purposes, and shall perform such other duties as are required by law, this charter or the town manager.

Section 4.03. Town attorney

- (1) There shall be a Town Attorney of the Town, appointed or removed, by ~~at least a four-fifths (4/5) supermajority-affirmative vote~~ majority vote of the Town Commission, who shall serve as chief legal advisor to the commission, the town manager and all town departments, office and agencies and who shall assure that the town is represented in all legal proceedings and perform any other duties prescribed by this Charter or by ordinance. The Town Attorney may be an individual employed in such capacity or a law firm retained for the purpose of representing the town as Town Attorney.
- (2) *Qualifications and Compensation:* The Town Attorney shall be a member in good standing of the Florida Bar with at least ten (10) years of experience and practice in the courts of the State of Florida. The Town

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PART I - CHARTER
ARTICLE V. FINANCIAL PROCEDURES

Attorney shall receive such compensation as the Town Commission may fix by resolution. Neither the Town Attorney nor any of his or her assistants shall receive any compensation in connection with the performance of the duties of the office other than the amounts paid directly by the Town for services rendered to the Town. The Town Commission may, by resolution, authorize one (1) or more special counsel to be retained for the purpose of performing such legal duties as may be prescribed by said resolution. Each such resolution shall further prescribe the compensation to be paid the special counsel.

- (3) Duties: The Town Attorney or his or her designee shall:
- (a) To act as legal counsel and advisor to the Town Commission and Town Manager, as well as to Town departments, boards, and committees, and to provide legal opinions where warranted in the performance of such function.
 - (b) To prepare or review ordinances, resolutions, contracts, and other legal instruments, and to approve as to form and legal sufficiency.
 - (c) To file, prosecute or defend, for and on behalf of the Town, all complaints, suits, code violations, enforcement actions, offenses and controversies to which the Town is a party, or to which it is in the Town's interests to become a party, before any court or other tribunal; to file suit where expressly authorized by the Pembroke Park Code of Ordinances. The approval of the Town Commission shall be sought before filing suit, except where immediate action is warranted, in which case the Town Attorney, with the approval of the Town Manager, may act in the best interest of the Town, and will promptly notify the Town Commission of such legal action.
 - (d) To file amicus curiae briefs or intervene in actions already pending on behalf of the Town where the Town Attorney determines that the Town has an interest in such proceedings and where such action is warranted to protect the Town's interests.
 - (e) To represent or provide for the representation of Town officers and employees where required by law or where otherwise appropriate, and where such officers and employees are sued based on actions taken in their official capacities. This authority does not limit any right to indemnification as established elsewhere in this Code.
 - (f) To settle disputes and sign settlement agreements on behalf of the Town consistent with settlement authority as designated by applicable law or by resolution of the Town Commission unless such authority is provided to the Town Manager or another Town officer under the Town Charter, this Code, or zoning code.
 - (g) To attend and speak at meetings of the Town Commission or any Town board.
 - (h) To interpret the Town Charter, this Code, and zoning code on behalf of the Town.
 - (i) To renumber or make corrections to ordinances, resolutions, this Code and the zoning code where appropriate to address scrivener's and typographical errors, to delete provisions that have been superseded or preempted by applicable law, and to improve the format by moving provisions within and between the ordinances, resolutions and code.
 - (j) To issue cease and desist letters in accordance with the provision of this Code relating to cease and desist letters.

PART I - CHARTER
ARTICLE V. FINANCIAL PROCEDURES

- (k) To act as parliamentarian and to make rulings on matter of parliamentary law.
- (l) To prosecute municipal ordinance violations, to coordinate with prosecutorial entities, and to name a Town Prosecutor to carry out those functions.
- (m) To exercise all other authority granted to the Town Attorney in the Town Charter, this Code, and zoning code.

Section 4.04. Commission Auditor

The Town Commission shall appoint or retain, by an affirmative vote of ~~at least four-fifths (4/5)~~ a majority of the full Commission, a charter officer of the Town who shall have the title of Commission Auditor. The Commission Auditor shall serve at the pleasure of the Commission. The Commission Auditor shall submit an Annual Audit Plan at the beginning of each fiscal year which shall be adopted by a majority vote of the Town Commission and which may be amended from time to time by a majority vote of the Town Commission. The Commission Auditor shall, from time to time, perform independent and objective audits or reviews of financial, compliance and operational activities of the Town and the Town's contractors, licensees and franchisees. Audits or reviews performed by the Commission Auditor shall analyze and evaluate financial management systems and operational controls and procedures of the Town to develop recommended policies and procedures. The Commission Auditor shall also respond to questions by the Town Commission or the Town Manager and perform such other duties as may be imposed or required by ordinance, resolution or direction of a majority of the Town Commission. In furtherance of their duties and responsibilities under this section, the Commission Auditor shall have unrestricted access to the Town's records and staff. Nothing contained in this section shall adversely impact the position of the Town Manager, as set forth in Section 4.01 of the Town Charter.

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ARTICLE V. FINANCIAL PROCEDURES

Section 5.01. Fiscal year.

The fiscal year shall begin annually on the first day of October and shall end on the last day of September. Unless the fiscal year is changed by general law at which time the town 's fiscal year will change to reflect conformance with general law.

Section 5.02. Submission of budget and message.

The manager shall, on or before July 30 of each year, submit to the commission a budget for the ensuing fiscal year, together with a message, which shall outline proposed financial policies; describe important features of the budget; explain any major changes from the current year in financial policies, expenditures and revenues; summarize the town 's current and overall financial and debt position and include such other material as he deems desirable, and as the commission or Charter may require.

Section 5.03. Form and content of budget.

- (1) The general fund budget shall be presented on an accrual basis for expenditures and on a modified accrual basis for revenues, and shall provide a complete financial plan of all funds and activities for the ensuing fiscal year, and shall contain such details and be in such form as may be required by law and by

the commission. Also, it shall show comparative figures of expenditures and revenues for the current and past fiscal year detailed to show the increase and decrease in dollars. The total of estimated expenditures shall not exceed the total of estimated revenue and appropriated fund balance.

- (2) No more than five (5) percent of expenditures of the general fund budget may be included in the budget for contingencies that may not have been included or which may have been underestimated in the proposed expenditures. This figure does not include unappropriated surplus.
- (3) The town shall adopt formal budgets for all other funds when it deems such budgeting to be consistent with generally accepted accounting principles or when required by law.

Section 5.04. Capital program.

The Town of Pembroke Park shall prepare and maintain a capital program pursuant to F.S. Ch. 163, the "Local Government Comprehensive Planning and Land Development Regulation Act."

Section 5.05. Commission action on budget.

The town commission is hereby required to comply with State law in the preparation of and the adoption of the annual budget. Specifically, the commission is to follow all requirements set forth in Chapters 200, "Determination of millage", and 218, "Financial matters pertaining to political subdivisions."

Section 5.06. Public records.

Copies of the budget and the capital program as adopted shall be public records, and shall be made available to the public in accordance with State law.

Section 5.07. Deposit and investment of town funds.

- (1) *Town depositories.* The commission shall, from time to time, in its discretion, designate banks or trust companies as town depositories. The commission may, as provided by law, establish rules and regulations governing the deposits, withdrawals of funds, security to be deposited by the depository and other safeguards.
- (2) *Deposit of town funds.* All fees and monies collected and received by officers and employees shall on the date of receipt be given to an appropriate town officer for deposit in the town depositories no later than the next working day.
- (3) *Investment of town funds.* Any town funds on deposit not currently needed for public purposes, shall be invested in instruments or institutions as authorized by Florida Statutes.

Section 5.08. Signatures to bonds and checks issued by the town.

All bonds and checks which are issued by the town shall be signed by the mayor and town manager, or as may be determined by ordinance.

Section 5.09. Independent audit of town accounts.

The town commission shall provide for an independent annual audit of all town accounts, as required by F.S. § 218.39, as amended, and may provide for more frequent or special purpose audits as the town commission

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deems necessary. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the town government or any of town 's officers. No certified public accountant or partner at a firm of such accountants who is responsible for the town's audit shall participate in the town's audit if that individual has performed audit services for the town in each of the five (5) previous fiscal years. The certified public accountant or firm of such accountants shall report directly to and communicate directly with the town commission. Upon completion, such independent audits shall be furnished directly to the town commission. The town commission may by resolution provide further requirements for an independent audit.

Section 5.10. Appropriation amendments.

- (1) The town manager shall report promptly to the town commission concerning the probability of funds in excess of appropriations or the probability of funds insufficient to cover appropriations, together with recommendations for suitable action.
- (2) The commission may utilize excess funds for supplemental appropriations or transfer such funds to the general account.
- (3) With regard to deficits, the commission shall take action as empowered by law, including but not limited to reduction in staff and/or services, deferment or abandonment of capital projects, borrowing of adequate funds or amendment of the budget.
- (4) The town manager may transfer funds within a department, and with the approval of the commission, may transfer funds between departments, as is permitted by law.

Section 5.13. Requirements for public bidding, Contracts.

- (1) The town commission shall adopt an ordinance establishing a procurement code for the Town of Pembroke Park. When public competitive bidding is required, the commission shall award the contract to the lowest fully responsive and responsible bidder; provided, however, that the commissions shall have the right to reject all bids received. The commission may require bidders to provide a legally binding, faithful performance bond.
- (2) Contracts for the services of professionals, including but not limited to architects, engineers and attorneys, may, with the approval of the commission, be entered into without public competitive bidding. Qualifications, work history, and other relevant data shall be reviewed before entering into such contracts.
- (3) All contracts to which the town is a party shall be subject to review and approval by the town attorney prior to execution by the Town.

Section 5.14. Bonds and municipal borrowing; referendum required

The Town of Pembroke may borrow money, contract loans and issue bonds payable from ad valorem taxes and maturing more than twelve months after issue only to finance or refinance capital projects authorized by law and only when approved by a vote of the electors of the town. The town shall have full power and authority to issue municipal bonds or to borrow funds for municipal purposes to the extent authorized by and subject to the limitations provided in the Constitution of the State of Florida, the Municipal Home Rule Law, other applicable statutes and this charter.

Section 5.15. Franchises.

- (1) Granting franchises: The commission may, by ordinance, grant ~~a non-exclusive~~ franchises to any individual, company, firm, or corporation to exercise public functions in the town and to construct and operate any and all public utilities in the town and in, under, or over the streets and public places of the town, and to use such public property in connection therewith; but no franchise or renewal thereof shall be for a longer period than forty (40) years. All franchises or rights to extend the services of any public utility shall be subject to such terms and conditions as the commission shall impose.
- (2) Rates and conditions of franchises: The commission shall set forth in detail the consideration for such franchise, the rates, kind and quality of use, service or product to be furnished, the manner in which public streets and public places shall be used and occupied, and such other terms and conditions as are required by law.
- (3) No franchise, or renewals thereof, shall be leased, assigned or otherwise alienated, except with the consent of the commission expressed by ordinance, and evidenced by a formal instrument and consent to same, recorded in the Public Records of Broward County.
- (4) Franchises subject to regulation by the town: All franchises shall be subject to town control at all times in respect to the use in, over, across, or under all streets, alleys, public grounds or other public places, occupied by public utility fixtures, and when, in the opinion of the commission, the public interest so requires, it may cause such fixtures to be reconstructed, relocated, altered or discontinued at the expense of the holder of the franchise; and the town shall at all times have the power to enact all regulatory ordinances affecting utilities which in the opinion of the commission are required in the interest of public health, safety or welfare.

ARTICLE VI. OFFICIAL CONDUCT

Section 6.01. Standards of ethics.

All elected officials and employees of the town shall be subject to the standards of conduct for public officers and employees set by general law.

ARTICLE VII. CHARTER AMENDMENTS

Section 7.01. Amendments.

The commission and/or the electors of the town may propose amendments to this charter in accordance with F.S. § 166.031.

Section 7.02. Charter Review Board.

For the purpose of assuring the regular review and update of this Charter, commencing in 2030 and every six (6) years thereafter, the town commission shall appoint a Charter Review Board consisting of five (5) members, who are qualified to serve on an advisory board pursuant to applicable provisions of this charter and the town code. The mayor and commissioners shall each select one (1) members. The members of the board shall review the town charter, as set forth in the scope of work determined by the town commission in the resolution appointing such members. The board shall submit to the town commission within twelve (12) months of their appointment such alterations, revisions, and amendments, if any, to the charter, as in its judgment are desirable. The town commission, in its sole and exclusive discretion, may permit the board an extension of six (6) months' time if the commission determines that the scope of work will require additional time.

The town commission shall have the sole and exclusive discretion to determine which recommendations, if any, for alterations, revisions or amendments made by the board shall be presented to the electors of the Town of Pembroke Park for consideration.

The town commission may appoint a Charter Review Board as set forth above at any time it determines that there is a need to make such an appointment.

ARTICLE VIII. TRANSITION SCHEDULE

Section 8.01. Continuation of former charter provisions.

All provisions of Chapter 59-1722, Laws of Florida, and any amendments or additions thereto as amended by special law or otherwise, which are not embraced herein and which are not inconsistent with this charter, shall become ordinances of the town, subject to modification or repeal in the same manner as other ordinances of the town in accordance with general law.

Section 8.02. Ordinances preserved.

All ordinances and resolutions in effect upon the adoption of this charter, to the extent not inconsistent with it, shall remain in force until repealed or amended.

Section 8.03. Rights of officers and employees.

Nothing in this charter except as otherwise specifically provided shall affect or impair the rights or privileges of persons who are town officers or employees at the time of adoption.

Elected officers shall continue to hold their offices and discharge the duties thereof until their successors are elected and take office.

Town employees at the time this charter takes effect who were serving in the same or comparable position at the time of its adoption shall not be subjected to competitive tests as a condition of continued employment in the same positions, but all town employees in all other respects shall be subject to the personnel policies of the town, and such ordinances as may be adopted by the town commission.

Section 8.04. Pending matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the town shall continue except as modified pursuant to the provisions of this charter.

Section 8.05. Severability clause.

If any provision of this charter is held invalid, the other provisions of the charter shall not be affected thereby. If the application of the charter or any of its provisions to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected thereby.

AGENDA ITEM REPORT



To: Town Commission
Subject: Promotional Goods
Meeting: WORKSHOP COMMISSION MEETING - Apr 24 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

RECOMMENDATION:

Give approval to order/purchase misc. items with Town Logo

AGENDA ITEM REPORT



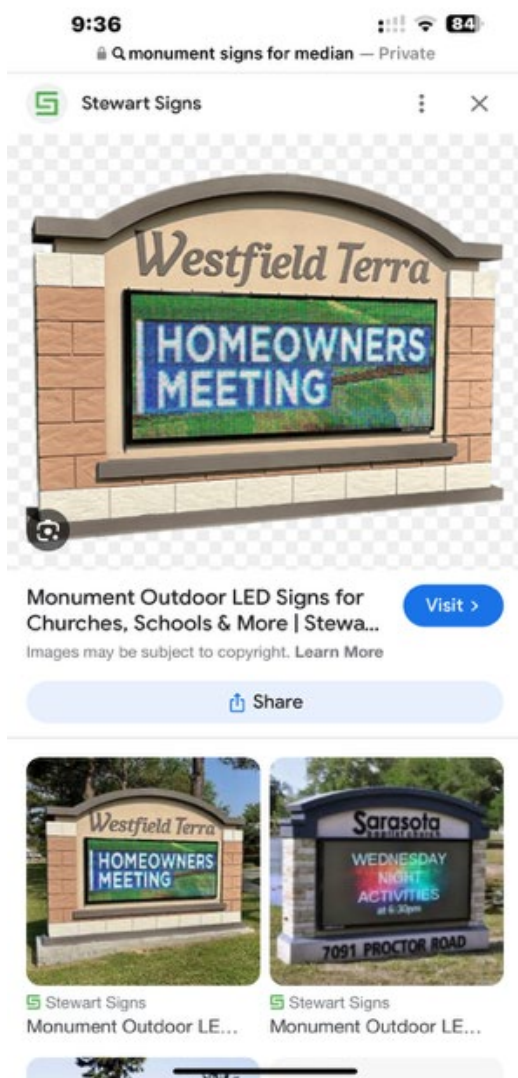
To: Town Commission
Subject: LED Monument
Meeting: WORKSHOP COMMISSION MEETING - Apr 24 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

RECOMMENDATION:

To be more transparent with Town information

From: [ashira mohammed](#)
To: [Town Clerk](#)
Subject: Monument sign
Date: Friday, April 19, 2024 5:02:27 PM
Attachments: [IMG_0733.PNG](#)

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.



Sent from my iPhone

EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN
TOWN OF PEMBROKE PARK
AND
WASTE MANAGEMENT INC. OF FLORIDA
FOR
FURNISHING SOLID WASTE COLLECTION SERVICES



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EXCLUSIVE FRANCHISE AGREEMENT

BETWEEN

TOWN OF PEMBROKE PARK

AND

WASTE MANAGEMENT INC. OF FLORIDA

FOR

FURNISHING SOLID WASTE SERVICES

This is an Agreement dated the 9th day of December, 2015, between: TOWN OF PEMBROKE PARK, a Florida municipal corporation, its successors and assigns, hereinafter referred to as TOWN, through its Town Commission;

AND

WASTE MANAGEMENT INC. OF FLORIDA its successors and assigns, hereinafter referred to as CONTRACTOR.

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

ARTICLE 1

DEFINITIONS

- 1.1 Biohazardous Waste shall have the meaning set forth in Section 403.703, Florida Statutes.
- 1.2 Commercial Collection Service shall mean all collection and disposal of Commercial Solid Waste, other than Residential Collection Service as hereinafter defined, and shall include, but is not limited to, roll-off container service, collection and disposal from commercial and industrial establishments, all contiguous Multi-Family Dwelling having five (5) or more dwelling units in a single structure or Condominiums having five (5) or more dwelling units in a single structure exclusive of mobile homes located in mobile home parks and shall be exclusive to CONTRACTOR and mandatory in the TOWN.
- 1.3 Commercial Container shall mean all roll-off containers and any container of one (1) cubic yard or more designed or intended to be mechanically dumped into a leader packer type garbage truck.
- 1.4 Commercial Solid Waste shall mean garbage, trash, rubbish, construction and demolition debris as defined in Section 403.703, Florida Statutes, and other discarded items resulting from the normal activities of a commercial enterprise, contiguous Multi-Family Dwellings having five (5) or more

dwelling units in a single structure or Condominiums having five (5) or more dwelling units in a single structure exclusive of mobile homes located in mobile home parks, excluding Hazardous Waste and Biohazardous Waste.

- 1.5 Condominium shall mean a unit of any residential condominium as defined in Chapter 718 of the TOWN.
- 1.6 Contract Administrator shall be the Town Manager as appointed under the Chapter 2 of Pembroke Park or his designee.
- 1.7 Contract (or Agreement) shall mean this document, including any written amendments hereto and other written documents which are expressly incorporated herein by reference.
- 1.8 CONTRACTOR shall mean WASTE MANAGEMENT INC. OF FLORIDA, including its employees, servants, partners, principals, and agents.
- 1.9 TOWN shall mean the Town Commission of the Town of Pembroke Park.
- 1.10 Designated Disposal Facility shall mean the place or places specifically designated in writing by the Contract Administrator for the disposal of solid waste. These locations shall be outside the Town of Pembroke Park.
- 1.11 Garbage shall mean all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.
- 1.12 Garbage Receptacle shall mean sixty-five (65) or ninety-five (95) gallon roll carts, provided by CONTRACTOR.
- 1.13 Hazardous Waste shall have the meaning set forth in Section 403.703, Florida Statutes.
- 1.14 Multi-Family Dwelling shall mean a residential building which is equal to five (5) or more living units. Multi-Family dwellings shall not include a mobile home that is in a mobile home park.
- 1.15 Residential Collection Service means collection and disposal of Residential Solid Waste, White Goods and Furniture, Yard Trash-Regular, and Yard Trash-Bulk from Residential Units. Residential Collection Service shall be mandatory in the Town.
- 1.16 Residential Solid Waste shall mean garbage and other discarded items resulting from the normal housekeeping activities of a Residential Unit.
- 1.17 Residential Unit shall mean one living unit of a Multi-Family Dwelling having two (2) to four (4) living units in a single structure exclusive of mobile homes located in mobile home parks.
- 1.18 Single Family Dwelling shall mean a residential building which is one living unit, but shall not include mobile homes within a mobile home park. Single family dwellings are not considered residential units for the purposes of this Franchise Agreement.

- 1.19 White Goods and Furniture means discarded refrigerators, ranges, washers, water heaters, and other similar domestic appliances; and household furniture generated by that residential unit.
- 1.20 Yard Trash-Regular shall mean vegetative matters resulting from yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches which shall be placed in CONTRACTOR supplied roll carts.
- 1.21 Yard Trash-Bulk shall mean large cuttings of vegetative and wood matter which are part of normal yard maintenance. Yard Trash-Bulk shall be of a type as to be readily handled by the mechanical equipment of the CONTRACTOR. Yard Trash-Bulk does not include any excessive form of matter or debris resulting from land clearing, land development, or major building demolition debris. Yard Trash-Bulk does not include automobiles and automotive components, boats and internal combustion engines.

ARTICLE 2

COLLECTION SERVICES

- 2.1 The CONTRACTOR shall have the exclusive right and obligation to provide Commercial and Residential Collection Service in the TOWN beginning January 1, 2016.
- 2.2 The CONTRACTOR shall be solely responsible for billing and collecting from its Commercial Collection Service customers. The Town shall be solely responsible for billing and collecting from Residential Collection Service Customers.
- 2.3 The TOWN shall use its best efforts to prohibit unauthorized persons from engaging in Commercial Collection Service and Residential Collection Service within the TOWN.
- 2.4 The CONTRACTOR shall provide new lockable dumpsters to all dumpster customers at start of contract.
- 2.5 The CONTRACTOR shall provide sixty-five (65) or ninety-five (95) gallon carts to commercial customers who require cart service.
- 2.6 The CONTRACTOR shall provide each residential unit a ninety-five (95) gallon cart for Collection Service.

ARTICLE 3

ANNUAL FEES

- 3.1 Commercial Franchise Fee
Commercial Fees

The sums billed and collected pursuant to this provision shall be known as the "commercial franchise fee". The commercial franchise fee shall be separately delineated on the billing statement delivered to those customers receiving Commercial Collection Service who are obligated to pay the commercial franchise fee. The commercial franchise fee calculation shall not include charges for equipment rental, but instead be based on charges for collection and disposal services only.

The commercial franchise fee shall be effective beginning January 1, 2016. For the privilege of engaging in Commercial Collection Service in the TOWN, the CONTRACTOR shall pay, no later than the fifteenth day of each month, a commercial franchise fee based upon the following formula:

The commercial franchise fee payable to the TOWN shall equal twenty percent (20%) of total monies or equivalent value received for Commercial Collection Service. The calculation of total monies or equivalent value received shall not include sums received in payment of the commercial franchise fee. The commercial franchise fee shall not be charged or collected for roll-off container collection or disposal service (or both) when provided to an on-going construction site. However, the commercial franchise fee shall be charged and collected for all other roll-off containers collection or disposal service (or both).

CONTRACTOR shall provide the Contract Administrator with the following information, no later than the fifteenth of each month, in order to determine the applicable franchise fee:

1. The total gross billings during the preceding month and the year-to-date total for Commercial Collection Service; and
2. The total gross amount of monies collected or value received during the preceding month and the year-to-date total for Commercial Collection Service.

Such information shall be updated on a monthly basis and acknowledged as true and correct by the CONTRACTOR in a notarized written certification.

- 3.2 CONTRACTOR shall pay said twenty percent (20%) franchise fee on a monthly basis calculated on the prior month's Commercial Collection Service. If said franchise fee is not in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for the calendar year, then CONTRACTOR shall pay the difference to the Town to make the payment equal Two Hundred Thousand and 00/100 Dollars (\$200,000.00) by February 15 of the following year.

ARTICLE 4

GENERAL TERMS AND CONDITIONS

- 4.1 Subject to the right of the CONTRACTOR to cure as provided in this paragraph, the TOWN may cancel or revoke this Agreement at any time upon the failure of the CONTRACTOR to materially comply with any of its provisions. Before canceling or revoking this Agreement, the Contract Administrator shall send the CONTRACTOR at least twenty (20) days written notice of the CONTRACTOR's failure to comply with a material term or condition of this Agreement. If the CONTRACTOR fails to correct the specified noncompliance within the time period indicated by the notice (which shall be at least twenty [20] days from the date of receipt of such notice), the TOWN shall have the right to cancel or revoke this Agreement. The Contract Administrator shall notify the CONTRACTOR in writing of the date of any meeting that revocation or cancellation will be considered by the TOWN.
- 4.2 This Agreement or the rights granted herein, including any portion of such Agreement or rights, shall not be transferred or assigned by CONTRACTOR without the written approval of the TOWN. The CONTRACTOR's corporate officers such as its president, vice president, treasurer, etc., shall not be considered corporate principals for purposes of this Section. Approval of a sale or assignment shall not be unreasonably withheld and shall be made on a timely basis.
- 4.3 The title to all Residential Solid Waste and Commercial Solid Waste collected pursuant to the authority of this Agreement shall immediately vest in the CONTRACTOR at the time of collection.
- 4.4 All responsibilities for the safe and proper delivery and disposal of Residential Solid Waste and Commercial Solid Waste shall be with the CONTRACTOR while same is in the CONTRACTOR's possession. The CONTRACTOR must deliver such solid waste or an amount of solid waste equal to all solid waste collected in the TOWN to a Designated Disposal Facility or Facilities when directed by the Contract Administrator in writing and shall pay any fees or charges established for the use thereof. The CONTRACTOR shall not deliver or dispose of any of the solid waste it collects from Residential Collection Service and Commercial Collection Service performed in TOWN at a disposal/transfer location located within the Town of Pembroke Park.
- 4.5 The CONTRACTOR shall keep fully informed of all federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. The CONTRACTOR shall at all times observe and comply with all current laws, ordinances, rules, regulations, orders, and decrees; and shall protect and indemnify the TOWN and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by CONTRACTOR, its representatives, subcontractors, sub consultants, professional associates, agents, servants, or employees. Additionally, the CONTRACTOR shall obtain all licenses and permits to conduct business pursuant to this Agreement from

the Federal Government, State of Florida, Broward County, or municipalities when legally required.

- 4.6 The CONTRACTOR shall maintain an office in Broward County with adequate staff and telephone service to handle and resolve all incoming calls and complaints between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday of each week, excluding holidays. Between the hours of 4:00 p.m. and 8:00 a.m., Monday through Friday, and all day on Saturday and Sunday, including holidays, the CONTRACTOR shall maintain an answering service or answering machine to receive incoming calls and complaints.

Any complaints received by the CONTRACTOR before 12:00 noon shall be resolved before 12:00 noon of the next day. Complaints received after 12:00 noon but before 8:00 a.m. shall be resolved before 5:00 p.m. of the following day. An emergency telephone number or number(s) where the CONTRACTOR may be reached shall be given to the Contract Administrator upon execution of this Agreement. The Contract Administrator shall not be required to comply with the provisions of Article 6 when informing CONTRACTOR of complaints.

- 4.7 The CONTRACTOR shall maintain at its sole cost and expense general liability insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, combined single limit bodily injury and property damage liability. This policy shall name TOWN as an additional insured. The CONTRACTOR shall also maintain at its sole cost and expense Business Automobile Liability Insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, combined single limit bodily injury and property damage liability, and Worker's Compensation Insurance in the form and amounts required by Chapter 440, Florida Statutes. The liability policy or policies shall state that it (they) cannot be canceled or restricted without first giving thirty (30) days' prior notice thereof in writing to the Town Commission of Pembroke Park, Florida. The CONTRACTOR shall provide the Contract Administrator with evidence of such insurance in a form or forms acceptable to the TOWN immediately upon execution of this Agreement and on an annual basis thereafter. All insurance companies must be authorized to transact business in the State of Florida. The CONTRACTOR agrees that no payments will be made by TOWN pursuant to the terms of this Agreement until all required proofs or evidence of insurance have been provided to Contract Administrator.
- 4.8 In providing Residential Collection Service and Commercial Collection Services, the CONTRACTOR shall be prompt, efficient, and courteous to all persons.
- 4.9 The CONTRACTOR shall use modern packer-type sanitation trucks for the collection and transportation of Residential Solid Waste. The number of such trucks shall be sufficient to provide a minimum of two (2) collections per Residential Unit per week, on regularly scheduled days and routes. Residential Collection Service shall be no less than three (3) days apart, excluding Sunday.

- 4.10 For Residential Collection Service, the CONTRACTOR shall make collections twice a week from the curbside of Residential Units; however, rear door collection from a Residential Unit shall be required if all adult occupants residing therein are handicapped and if a request for rear door service and payment to the TOWN of the additional fee set forth in Section 4.20 has been made. The term "curbside" is an accessible location near the traveled streets or alleys normally serviced by the collection vehicles. In case of controversy, the Contract Administrator will specify the exact location for container placement.
- 4.11 All Residential Solid Waste to be collected shall be placed in roll carts. Yard Trash-Regular shall be placed in roll carts, or securely tied in bundles cut into lengths no greater than four feet (4') in any dimension. Single items of trash such as cuttings or limbs of over four inches (4") in diameter shall not be required to be bundled or tied. The total weight of any such bundle or single item of trash shall not exceed fifty pounds (50 lbs.) Hazardous Wastes, Biohazardous Wastes, and other similar wastes shall not be knowingly collected.
- 4.12 The CONTRACTOR shall make one special trash collection for bulky items such as Yard Trash Bulk, and furniture, white goods, and other materials for Residential Unit in TOWN every three (3) month(s) on a specified date, which date shall receive prior approval by the Contract Administrator and shall consist of a designation of one location by Contract Administrator for sufficient containers for residential units to drop off the bulk goods. The CONTRACTOR shall collect up to four (4) cubic yards at each Residential Unit during the quarterly collection. These special collections are not intended to, and the CONTRACTOR shall not be required to, collect Hazardous Waste, large automobile parts, major construction debris or cutting, clippings or other trash resulting from or produced by any commercial venture, including but not limited to landscaping or lawn service, and which was transported to the Residential Unit from another location. The CONTRACTOR'S collection of bulk waste shall not be mingled with waste which is not appropriate for collection under this Agreement. Items that are acceptable for collection that are placed apart from unacceptable items shall be collected.

The CONTRACTOR shall notify the Contract Administrator of its scheduled days of collection of Yard Trash Bulk in sufficient time to allow the Contract Administrator to provide notice to residents. After allowing the CONTRACTOR an opportunity to review and comment on the notice to be given, the Contract Administrator shall provide annual notice of all scheduled days of collection for the year to each Residential Unit within the CONTRACTOR'S District. If the CONTRACTOR desires to change said schedule, after the approval of the Contract Administrator, the CONTRACTOR shall notify the Contract Administrator and each Residential Unit of the change. The Contract Administrator may supplement the annual notice by providing additional information or notification of the special trash collection dates. Where it is possible and, in the opinion of the Contract Administrator, expedient to do so, the additional information or notification may be coordinated with local residents' groups.

Loose material which is to be removed during a collection of Yard Trash Bulk shall be bundled or containerized as required in Section 4.11 above. All waste to be collected under this special trash collection provision must be placed at a location designated by the Contract Administrator. In addition to special trash

collections for bulky items, residents may arrange for private bulk trash collections through direct agreement or contract with the CONTRACTOR.

- 4.13 The CONTRACTOR shall provide quarterly reports to the Contract Administrator explaining any difficulties experienced in street roadway accessibility. If a street or road has become impassable or is dangerous for travel by the CONTRACTOR's vehicles or otherwise adversely affects the CONTRACTOR's performance of its obligation under this Agreement, the CONTRACTOR may advise the Contract Administrator at any time for review and handling, where handling by the Contract Administrator is appropriate. The Contract Administrator shall inform the CONTRACTOR of the results of his review or handling within a reasonable time.
- 4.14 The CONTRACTOR shall handle Garbage Receptacles with reasonable care and return them to the approximate curbside location from which they were collected. The CONTRACTOR shall clean up all wastes spilled during collection operations.
- 4.15 The TOWN agrees to exempt Residential Collection Service on, Christmas Day. If a customer's scheduled collection day is on Christmas Day, the CONTRACTOR shall collect on the next scheduled collection day for that customer. The CONTRACTOR shall not be required to perform collection services when the Designated Disposal Facility is closed or when County-wide natural or civil conditions are imminent and have been publicly announced by the Broward County Administrator or the Broward County Emergency Preparedness Division.
- 4.16 Residential Collection Service shall be made only between 7:00 a.m. to 6:00 p.m., Monday through Saturday. Upon the approval of the Contract Administrator, the CONTRACTOR may, in the event of equipment failure or other emergency, provide services after 6:00 p.m. so long as the services do not conflict with the laws of the state, or ordinances, rules, or regulations of the TOWN.
- 4.17 Employees of the CONTRACTOR shall not be required to expose themselves to unusual dangers in performing their duties.
- 4.18 All complaints received and determined to be valid by the Contract Administrator concerning performance under this Contract shall be resolved or corrected by the CONTRACTOR as provided for in Section 4.6, notwithstanding whether such validity is disputed by the CONTRACTOR. If the complaint involves the failure to remove items from a Residential Unit, the CONTRACTOR shall promptly remove same upon written instruction of the Contract Administrator. The CONTRACTOR shall keep records of all complaints and indicate the disposition of each. Such records shall be available for inspection by the Contract Administrator at all times during business hours.

After removing a disputed item or items as required by this Section, the CONTRACTOR may apply for payment of actual costs from the TOWN by making a written request to the Contract Administrator within twenty (20) days

of the date of removal. Within his discretion, the Contract Administrator may refer the request to a hearing examiner designated and agreed to by the Contract Administrator and the CONTRACTOR. Upon twenty (20) days' notice of a time and place, the hearing examiner shall review the request by acting as an impartial arbiter. The CONTRACTOR and the Contract Administrator shall have an opportunity to submit written, oral, or other evidence to the arbiter in support of their respective positions. The CONTRACTOR and the Contract Administrator may also present argument in support of their positions. The CONTRACTOR shall have the burden of proving its assertions, including the amount of its claim for payment, to the satisfaction of the arbiter. After having given the CONTRACTOR and the Contract Administrator an opportunity to be heard, a written decision by the hearing examiner, either approving or modifying the requested payment, shall be sent by regular mail to the CONTRACTOR and the Contract Administrator within twenty-five (25) days. No payment shall be authorized by the hearing examiner in an amount greater than three (3) times the actual disposal costs paid by the CONTRACTOR for the item(s) at the Designated Disposal Facility. The decision of the hearing examiner shall not be subject to appeal and shall be final and binding on the TOWN and the CONTRACTOR.

- 4.19 As provided in ARTICLE 2 above, the CONTRACTOR shall perform the required services within TOWN for all Residential Units entitled to Residential Collection Service.

It is understood that the number of such Residential Units attributed to TOWN is derived as a result of the CONTRACTOR survey. An adjustment will be made to the number of Residential Units and to the payments as of January 1 of each year beginning January 1, 2017, if necessary. Each adjustment shall be made by the TOWN within sixty (60) days of the date the Contract Administrator received the applicable year's January Survey.

Any revision of the Residential Unit payment will be calculated by multiplying the collection portion of the current payment by the percentage change in the Consumer Price Index (CPI) for all urban consumers, Miami, all items (1967 = 100) or successor reports as issued by the United States Department of Labor, Bureau of Labor Statistics, for the twelve (12) months through September 30.

The collection portion of the Residential Unit payment must be added to the above CPI adjustment together with the disposal portion to calculate any new Residential Unit payment amount.

For handicapped occupants who have requested and are receiving rear door collection service, the CONTRACTOR will be paid an additional fee of Two and 00/100 Dollars (\$2.00) per month for such Residential Unit. Payments will be made during the first ten (10) days of each month following service.

- 4.20 The Contract Administrator shall make its best efforts to notify the CONTRACTOR, in writing and in advance, of increases in tipping fees at Designated Disposal Facilities which the TOWN owns or which is operated pursuant to an agreement with the TOWN. Any increase in the charge incurred by the CONTRACTOR pursuant to this Agreement as a result of

tipping fee increases at the Designated Disposal Facility, including the imposition of a tax or surcharge, shall require a simultaneous adjustment in the service fees paid to the CONTRACTOR, provided that the CONTRACTOR shall be responsible for ascertaining and complying with any prerequisites which would exempt the CONTRACTOR from such tax or surcharge. The CONTRACTOR shall not be entitled to receive an adjustment in its service fees where an exemption was available and the CONTRACTOR failed to comply with the prerequisites for obtaining the exemption. Such adjustment shall be calculated by the use of a formula providing for a Nine Cents (\$0.09) per yard increase/decrease to the CONTRACTOR for each One and 00/100 Dollar (\$1.00) per ton increase/decrease in the disposal fees.

4.21 Extraordinary Rate Adjustment. The CONTRACTOR may notify the TOWN at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not have been reasonably foreseen by the prudent operator. The CONTRACTOR may submit certified financial information prepared by a Certified Public Accountant licensed to practice in the State of Florida which shall contain substantial proof and justification to support the need for the rate adjustment. The TOWN may request from the CONTRACTOR such further information, including certified financial information prepared by a Certified Public Accountant licensed to practice in the State of Florida, as may be reasonably necessary in making its determination. The TOWN shall approve, deny or modify the CONTRACTOR's request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the TOWN. Approval or denial of a request by the CONTRACTOR shall not be unreasonably withheld. In addition, the TOWN may notify the CONTRACTOR at any time for a decrease in the rate on the basis of extraordinary and unusual changes in the cost of operations that could not have been reasonably foreseen by the TOWN. The CONTRACTOR shall approve, deny, or modify the TOWN's request, in whole or in part, within sixty (60) days of receipt of the request. Approval or denial of a request by the TOWN shall not be unreasonably withheld.

4.22 The TOWN and the CONTRACTOR agree to continue to work together in good faith and to coordinate their efforts to maintain and improve the level and quality of Residential Collection Service and the Commercial Collection Service.

4.23 Commercial Collection Service:

The CONTRACTOR may, except as otherwise provided in this Agreement, provide Commercial Collection Service in the TOWN. Such Commercial Collection Service shall be governed by the following material terms:

4.23.1 Conditions and Frequency of Service. A minimum of once a week service is required of all customers; however, where garbage, as defined herein, is generated a minimum of twice per week collection is required. Such service shall be provided by

Commercial Container as defined herein. However, where a customer generates one (1) cubic yard or less per week of waste, an alternate non-commercial container may be utilized. Subject to the minimums set forth above, the size of the container and the frequency of collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall provide that no garbage and waste need be placed outside the container. Storage capacity shall be suitable for the amount of waste generated by the customer.

The CONTRACTOR shall provide containers as necessary; however, customers may acquire their containers from any source provided that the source or customer is completely responsible for its maintenance. Such containers shall be of a type that can be serviced by the CONTRACTOR's equipment.

All Commercial Solid Waste shall be placed in a container, garbage can, or such other receptacle or plastic disposal bag. Where garbage cans are used, they shall be placed at the roadside or at such other single collection point as may be agreed upon between the CONTRACTOR and the customer. All containers shall be kept in a safe, accessible location as designated or approved by the TOWN and its Planning Department or the Broward County Health Department and as agreed upon between the CONTRACTOR and the customer. Any container damaged by the CONTRACTOR shall be repaired or replaced by the CONTRACTOR, ordinary wear and tear of customer-owned containers excepted.

4.23.2 Level and Type of Service for Commercial Collection and Other Services:

The schedule of charges for Commercial Collection and Residential Collection is attached hereto as Exhibit A. The schedule of charges may be adjusted annually on October 1 of each year during the term of the Agreement.

4.23.3 CONTRACTOR shall provide Town Hall and Town Parks free containerized commercial solid waste service for the everyday weekly waste produced as part of this Agreement.

4.23.4 CONTRACTOR shall provide new locking dumpsters for commercial service at start of contract and New Roll Carts for residential and commercial accounts too small for dumpster service.

4.23.4 CONTRACTOR Shall provide for deodorant misting of dumpsters with collection of waste.

ARTICLE 5

TERM

This Agreement shall commence at 12:01 a.m. on January 1, 2016, and shall terminate at 12:00 midnight on December 31, 2020. This Agreement shall be renewable for an additional five (5) years until December 31, 2025 at the sole discretion of the Town.

ARTICLE 6

NOTICE

Whenever either party desires to give notice unto the other, it must be in writing and sent by United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified pursuant to this ARTICLE. The address designated for sending notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate The following as the respective addresses for sending notice, to wit:

FOR TOWN:

Dr. Robert A. Levy, Town Manager
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

WITH A COPY TO:

Christopher J. Ryan, Esq., Town Attorney
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

FOR CONTRACTOR:

Timothy B. Hawkins, President
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

WITH A COPY TO:

Ronald Kaplan, Senior Counsel
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

ARTICLE 7

ACCEPTANCE OF RIGHTS

By acceptance of the rights and privileges granted pursuant to this Agreement, the CONTRACTOR agrees to comply with each and every provision; term; and condition hereof including, without limitation, any additions or amendments hereafter adopted; all federal and state laws; all local laws; ordinances; rules; regulations; and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner affect the work, or which in way affect the conduct of the work, and any amendments thereto. The CONTRACTOR shall also comply with all rules or regulations now existing or hereinafter adopted or amended by the TOWN that relate to the collection and transportation services performed or to be performed by CONTRACTOR pursuant hereto; however, any rules or regulations adopted or amended subsequent to the date of execution of this Agreement shall not be effective to the extent of any inconsistency with the terms hereof unless approved by the CONTRACTOR.

ARTICLE 8

INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless the TOWN, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising from CONTRACTOR'S performance or nonperformance or services pursuant to this Agreement, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of the TOWN, its officers, agents, or employees. The indemnification provided by this ARTICLE shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the TOWN's option, any and all claims and suits brought against the TOWN which may result from the CONTRACTOR's performance or nonperformance of services pursuant to this Agreement.

ARTICLE 9

COMMUNITY CLEAN UP

The CONTRACTOR will voluntarily participate in community cleanup projects when organized by the Contract Administrator by providing collection vehicles and transportation to a Designated Disposal Facility. Should the CONTRACTOR participate in a community cleanup project, it shall provide transportation services and equipment in connection with the community cleanup project. Such transportation services shall be at the expense of the CONTRACTOR except that the TOWN shall pay all tipping fees or disposal costs for garbage, trash, debris, and similar items, which are collected in furtherance of the community cleanup project. The Contract Administrator and

CONTRACTOR agree to work to coordinate their efforts with interested residents in an effort to facilitate convenient implementation of the community cleanup project for the participants.

ARTICLE 10

RECYCLING

Subject to the requirements of law, the TOWN shall have the right to develop and implement a recycling program in furtherance of the requirements of Chapter 403 of the Florida Statutes. The right of the TOWN to develop and implement a recycling program shall be exercisable for as long as this Agreement is effective, including any extension or renewal. If the TOWN decides to develop and implement a curbside recyclable materials collection program, then in the development and implementation of such curbside recyclable materials collection program, the TOWN may enter into negotiations with the CONTRACTOR for and to the extent required by Section 403.706(9), Florida Statutes. If the TOWN and the CONTRACTOR fail to reach an agreement within sixty (60) days from the initiation of such negotiations, the TOWN may solicit proposals from other persons to undertake curbside recyclable materials collection responsibilities for the TOWN as the TOWN may require. Upon the determination of the lowest responsible proposal or the best proposal as determined by the TOWN, the TOWN may undertake, or enter into a written agreement with the person who submitted the lowest responsible proposal to undertake the curbside recyclable materials collection responsibilities for the TOWN notwithstanding the exclusivity of the CONTRACTOR's Agreement.

If a recycling program is implemented by the TOWN, any cost for tipping fees payable to the CONTRACTOR shall be reduced proportionately to an amount which shall be agreed upon by the TOWN and the CONTRACTOR.

ARTICLE 11

FINANCIAL RECORDS AND REPORTS

The CONTRACTOR shall keep financial records to properly reflect its financial operations and financial condition in accordance with generally accepted accounting principles.

The TOWN reserves the right to examine, audit, and review any and all records relating to franchise fees at any time during normal business hours upon giving reasonable notice.

The TOWN reserves the right to access any customer information, reports, etc. in CONTRACTOR'S possession related to this Agreement needed for Town purposes in preserving the Solid Waste Service. This includes, but not limited to, Customer Names, Addresses, level of Service.

ARTICLE 12

EMERGENCY CLEANUPS

The CONTRACTOR agrees to provide emergency cleanups to the Town at the same cost as established between CONTRACTOR and the unincorporated Broward County Franchise Agreement on a yearly basis. Said emergency services shall be at the direction of the Town Manager and CONTRACTOR shall commit that said cleanups will be priority to CONTRACTOR. CONTRACTOR also agrees to provide assistance to Town in applying for Federal monies for reimbursement for the expense of any emergency cleanup.

ARTICLE 13

PRIOR AGREEMENTS SUPERSEDED

This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, and 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

ARTICLE 14

ACCEPTANCE OF RIGHTS

By acceptance of the rights and privileges granted pursuant to this Agreement, CONTRACTOR agrees to comply with all rules and regulations now existing or hereinafter adopted or amended by TOWN that relate to the collection and transportation services performed or to be performed by CONTRACTOR pursuant hereto. However, any rules or regulations other than those related to the health, safety, and welfare of the citizens of Broward County, adopted or amended subsequent to the date of execution of this Agreement shall not be effective to the extent of any inconsistency with the terms hereof unless approved by CONTRACTOR.

ARTICLE 15

UNCONTROLLABLE FORCES

15.1 Neither TOWN nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

15.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16

MISCELLANEOUS

16.1 **Succession of Agreement.** This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.2 **Execution Date.** The date of execution of this Agreement shall mean the last day upon which it becomes fully executed by CONTRACTOR and TOWN.

16.3 **Survival.** Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

16.4 **Definitions.** Words and phrases used in this Agreement and not otherwise defined shall have the meaning ascribed to them in Article 1.

16.5 **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16.6 **Further Assurance.** TOWN and COUNTY agrees to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limited the specific rights and obligations set forth in this agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

16.7 **Time is of the essence.** For the purposes herein, the parties agree that time shall be of the essence of this Agreement, and the representations and warranties made are all material and of the essence of this Agreement.

16.8 **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference and in no way define, describe, extend, or limit the scope of intent of this Agreement, nor the intent of any provisions hereof.

16.9 **No Waiver.** No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a containing or future waiver.

16.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

16.11 **Gender.** All terms and words used in this Agreement, despite the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

16.12 **Entire Agreement and Modification.** This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement

between the parties and supersedes previous Agreements for furnishing solid waste collection services and recovery and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

16.13 **Severability.** In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

16.14 **Exhibits.** All exhibits attached hereto contain additional terms of this Agreement. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

16.15 **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Broward County, Florida, unless otherwise agreed to by the parties.

16.16 **Unusual Dangers.** Employees of the CONTRACTOR shall not be required to expose themselves to unusual dangers in performing their duties.

16.17 **Coordination of Efforts.** The parties agree to continue to work together in good faith and to coordinate their efforts to maintain and improve the level and quality of Residential Collection Service.

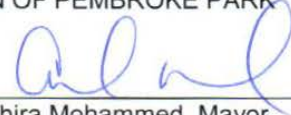
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: TOWN through its Town Commission, signing by and through its Mayor and Clerk Commissioner, authorized to executed same by Board action on the 9th day of December, 2015, and WASTE MANAGEMENT INC. OF FLORIDA, signing by and through its Vice President and General Manager who is duly authorized to execute same.

ATTEST:


Clerk Commissioner
Annette Wexler

TOWN

TOWN OF PEMBROKE PARK

By: 
Ashira Mohammed, Mayor

ATTEST:


Assistant Secretary

CONTRACTOR

WASTE MANAGEMENT INC OF FLORIDA

By: 
Timothy Hawkins, President

Exhibit A

RESIDENTIAL SERVICES**SINGLE FAMILY AND MULTIPLE DWELLING CURBSIDE SERVICE**

SINGLE FAMILY RESIDENCE	\$ 19.00
MULTIPLE DWELLING (DUPLEX)	\$ 19.00

(2x/wk Garbage & Yardwaste plus Quarterly Bulk - 4cy limit/pt)

MULTIFAMILY RESIDENTIAL: CONTAINERIZED

NON-COMPACTED	FREQUENCY OF SERVICE						
CONTAINER SIZE	1	2	3	4	5	6	7
1	n/a	\$ 77.11	\$ 115.67	\$ 154.22	\$ 192.78	\$ 231.34	\$ 269.89
2	n/a	\$ 154.22	\$ 231.34	\$ 308.45	\$ 385.56	\$ 462.67	\$ 539.78
3	n/a	\$ 231.34	\$ 347.00	\$ 462.67	\$ 578.34	\$ 694.01	\$ 809.69
4	n/a	\$ 308.45	\$ 462.67	\$ 616.90	\$ 771.12	\$ 925.34	\$1,079.57
6	n/a	\$ 462.67	\$ 694.01	\$ 925.34	\$1,156.68	\$1,388.02	\$1,619.35
8	n/a	\$ 616.90	\$ 925.34	\$1,233.79	\$1,542.24	\$1,850.69	\$2,159.14

COMPACTED	FREQUENCY OF SERVICE						
CONTAINER SIZE	1	2	3	4	5	6	7
2	n/a	\$ 281.69	\$ 422.51	\$ 563.35	\$ 704.19	\$ 845.03	\$ 985.88
3	n/a	\$ 422.51	\$ 633.78	\$ 845.03	\$1,056.29	\$1,267.54	\$1,478.83
4	n/a	\$ 563.35	\$ 845.03	\$1,126.70	\$1,408.38	\$1,690.07	\$1,971.73
6	n/a	\$ 845.03	\$1,267.54	\$1,690.07	\$2,112.57	\$2,535.10	\$2,957.61
8	n/a	\$1,126.70	\$1,690.07	\$2,253.42	\$2,816.76	\$3,380.11	\$3,943.48

COMMERCIAL SERVICES

COMMERCIAL CART SERVICES

ANCILLARY SERVICES

RESIDENTIAL AND COMMERCIAL CONTAINERIZED

CONTAINER ROLL OUT (PER SERVICE)	\$14.40
CASTERS (MONTHLY PER CONTAINER)	\$12.00
SPECIAL PICKUPS (PER YARD)	\$21.60
LOCKING (MONTHLY PER CONTAINER)	\$13.20
TICKETED SERVICE (PER YARD)	\$6.00

ROLLOFF SERVICES

SOLID WASTE (MSW) MATERIALS

PRICE PER PULL ¹	OPEN TOP	COMPACTOR
10 YARD	\$225.60	\$273.60
15 YARD	\$225.60	\$273.60
20 YARD	\$225.60	\$273.60
30 YARD	\$225.60	\$273.60
40 YARD	\$225.60	\$273.60

¹ Plus disposal fee which will be charged in addition as a direct pass through, based on weight and 20% Franchise Fee.

CONSTRUCTION & DEMOLITION (C & D)/ BULK & MISC WASTE

FLAT RATE PRICE ¹	OPEN TOP
10 YARD	\$225.60
15 YARD	\$225.60
20 YARD	\$225.60
30 YARD	\$225.60
40 YARD	\$225.60

¹ Plus disposal fee which will be charged in addition as a direct pass through, based on weight. No Franchise Fee for permitted construction sites.

12/18/2015

AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT BETWEEN TOWN
OF PEMBROKE PARK AND WASTE MANAGEMENT INC. OF FLORIDA FOR
FURNISHING SOLID WASTE COLLECTION SERVICES

This Amendment to Exclusive Franchise Agreement Between Town of Pembroke Park And Waste Management Inc. of Florida for Furnishing Solid Waste Collection Services (the "Agreement") is made and entered this 11th day of May, 2016, by and between the Town of Pembroke Park, Florida, a municipal corporation ("Town"), and Waste Management Inc. of Florida, a Florida corporation ("Contractor").

WITNESSETH

WHEREAS, the Town and Contractor entered into the Agreement on December 4, 2015; and

WHEREAS, the City and Contractor desire to amend the Agreement to increase bulk collection service to Residential Units and to clarify the Consumer Price Index adjustment.

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

1. Section 4.12 is modified to read as follows:

The CONTRACTOR shall make one special trash collection for bulky items such as Yard Trash Bulk, and furniture, white goods, and other materials for Residential Unit in TOWN every two (2) months on a specified date, which date shall receive prior approval by the Contract Administrator and shall consist of a designation of one location by Contract Administrator for sufficient containers for residential units to drop off the bulk goods. The CONTRACTOR shall collect up to four (4) cubic yards at each Residential Unit during each collection. These special collections are not intended to, and the CONTRACTOR shall not be required to, collect Hazardous Waste, large automobile parts, major construction debris or cutting, clippings or other trash resulting from or produced by any commercial venture, including but not limited to landscaping or lawn service, and which was transported to the Residential Unit from another location. The CONTRACTOR'S collection of bulk waste shall not be mingled with waste which is not appropriate for collection under this Agreement. Items that are acceptable for collection that are placed apart from unacceptable items shall be collected.

The CONTRACTOR shall notify the Contract Administrator of its scheduled days of collection of Yard Trash Bulk in sufficient time to allow the Contract Administrator to provide notice to residents. After allowing the CONTRACTOR an opportunity review and comment on the notice to

be given, the Contract Administrator shall provide annual notice of all scheduled days of collection for the year to each Residential Unit within the CONTRACTOR's District. If the CONTRACTOR desires to change said schedule, after the approval of the Contract Administrator, the CONTRACTOR shall notify the Contract Administrator and each Residential Unit of the change. The Contract Administrator may supplement the annual notice by providing additional Information or notification of the special trash collection dates. Where it is possible and, in the opinion of the Contract Administrator, expedient to do so, the additional information or notification may be coordinated with local residents' groups.

Loose material which is to be removed during a collection of Yard Trash Bulk shall be bundled or containerized as required in Section 4.11 above. All waste to be collected under this special trash collection provision must be placed at a location designated by the Contract Administrator. In addition to special trash collections for bulky items, residents may arrange for private bulk trash collections through direct agreement or contract with the CONTRACTOR.

2. Section 4.19 is modified to read as follows:

As provided in ARTICLE 2 above, the CONTRACTOR shall perform the required services within TOWN for all Residential Units entitled to Residential Collection Service.

It is understood that the number of such Residential Units attributed to TOWN is derived as a result of the CONTRACTOR survey. An adjustment will be made to the number of Residential Units and to the payments as of January 1 of each year beginning January 1, 2017, if necessary. Each adjustment shall be made by the TOWN within sixty (60) days of the date the Contract Administrator received the applicable year's January Survey.

Beginning on October 1, ~~2016~~, and on each October 1 thereafter, the Residential Unit rate shall be adjusted to reflect the increase or decrease in the Consumer Price Index as set forth herein. Revision of the Residential Unit payment will be calculated by multiplying the collection portion of the current payment by the percentage change in the Consumer Price Index (CPI) All Urban Consumers: Water and sewer and trash collection services (CUUR0000SEHG) or successor reports as issued by the United States Department of Labor, Bureau of Labor Statistics, for the for the immediately preceding twelve (12) month period of July to July.

The collection portion of the Residential Unit payment must be added to the above CPI adjustment together with the disposal portion to calculate any new Residential Unit payment amount.

For handicapped occupants who have requested and are receiving rear door collection service, the CONTRACTOR will be paid an additional fee of Two and 00/100 Dollars (\$2.00) per month for such Residential Unit. Payments will be made during the first ten (10) days of each month following service.

The percentage change in the CPI calculated for Residential Units shall be applied to the collection portion of all commercial rates simultaneously.

Although the adjustment for CPI may be positive or negative, in no event at any time during the term of this Agreement shall any residential or commercial rate be less than the rate for same effective on January 1, 2016.

3. Except as amended herein, the Agreement shall remain in full force and effect as written.

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

By: 

Ronald Kaplan
Assistant Secretary

By: 

Timothy Hawkins, President

ATTEST:

TOWN OF PEMBROKE PARK

By: 

City Clerk

By: 

Mayor

SECOND AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT INC.
OF FLORIDA FOR FURNISHING SOLID WASTE COLLECTION SERVICES

This Second Amendment to Exclusive Franchise Agreement Between Town of Pembroke Park And Waste Management Inc. of Florida for Furnishing Solid Waste Collection Services (the "Agreement") is made and entered this _____ day of 2019, by and between the Town of Pembroke Park, Florida, a municipal corporation ("Town"), and Waste Management Inc. of Florida, a Florida corporation ("Contractor").

WITNESSETH

WHEREAS, the Town and Contractor entered into the Agreement on December 4, 2015; and

WHEREAS, on or about May 11, 2016, the City and Contractor amended the Agreement to increase bulk collection service to Residential Units and to clarify the Consumer Price Index adjustment ("Amendment"); and

WHEREAS, the parties desire to amend the Agreement to provide service to Single Family Dwellings, provide a rate for such service and to add the CLEAN Program to control overfilling of Commercial Containers.

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

1. Section 2.1 is modified to read as follows:

The CONTRACTOR shall have the exclusive right and obligation to provide Commercial and Residential Collection Service in the TOWN beginning January 1, 2016. Commencing _____ 2019, the Contractor shall also have the exclusive right and obligation to provide curbside roll cart Collection Service to Single Family Dwellings. Service to Single Family Dwellings shall be governed by the provisions of the Agreement applicable to Residential Collection Service as set forth in Article 4, including but not limited to the Consumer Price Index adjustment. The applicable rate shall be as follows:

Collection \$13.59 per unit per month
Disposal \$5.63 per unit per month
Total \$19.22 per unit per month

In the event a Single Family Dwelling should require a second roll cart, the additional charge for same shall be the disposal portion of the rate, initially \$5.63 per month.

2. Section 4.23.5 is added as follows:

CLEAN Program.

- (a) Thirty (30) days prior to the commencement of the CLEAN Program in the Town, Contractor shall notify each of its customers that receive their garbage service by a Commercial Container of the implementation of the CLEAN Program. For purposes of this Section, all notices shall be provided to the address of record provided to Contractor.
 - (b) Overfilling Commercial Containers present safety and health risks to the residents of the Town. In the event Contractor determines that a customer's container is overfilled with waste and/or recyclables during a collection event, Contractor shall take a digital photograph of the overfilled container in such a manner to present evidence of such overfilling. For purposes of this Section, "Overfilling" is defined as a container overloaded such that the lid does not close securely and is displaced by at least ten (10) inches.
 - (c) Contractor shall provide to the customer notice of such Overfilling on the Customer's next invoice.
 - (d) For each event of Overfilling, Contractor shall charge the customer the amount of \$200. Contractor shall take reasonable steps to seek to increase the customer's level of service by providing a larger container for the customer and/or by increasing the frequency of service. If the customer refuses attempt to correct the overflowing issue Contractor will forward information to the Town's Code Enforcement department. Upon collection of the Overfilling charge from a customer, Contractor shall remit \$25 to the Town.
3. Except as amended herein, the Agreement shall remain in full force and effect as written.

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

By: _____
Ronald Kaplan
Assistant Secretary

By: _____
DAVID MYHAN, President

ATTEST:

By: _____
City Clerk

TOWN OF PEMBROKE PARK

By: _____
Mayor

THIRD AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT BETWEEN
TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT INC. OF FLORIDA
FOR FURNISHING SOLID WASTE COLLECTION SERVICES

This Third Amendment to Exclusive Franchise Agreement Between Town of
Pembroke Park And Waste Management Inc. of Florida for Furnishing Solid
Waste Collection Services (the "Agreement") is made and entered this 14
day of October, 2020, by and between the Town of Pembroke Park, Florida, a
municipal corporation ("Town"), and Waste Management Inc. of Florida, a Florida
corporation ("Contractor").

WITNESSETH

WHEREAS, the Town and Contractor entered into the Agreement on
December 4, 2015; and

WHEREAS, on or about May 11, 2016, the ~~City~~ Town and Contractor
amended the Agreement to increase bulk collection service to Residential Units
and to clarify the Consumer Price Index adjustment ("First Amendment"); and

WHEREAS, on or about March 13, 2019 the ~~City~~ Town and Contractor
amended the Agreement to provide service to Single Family Dwellings, provide a
rate for such service and to add the CLEAN Program to control overfilling of
Commercial Containers ("Second Amendment"); and

WHEREAS, the parties desire to amend the Agreement to modify the
term, update the notice provisions, and to add a new provision that provides for
certain contribution by Contractor to Town sponsored events.

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

1. Article 5 is modified to read as follows:

This Agreement shall commence at 12:01 AM on January 1, 2016, and shall
terminate at 12:00 midnight on December 31, 2025. This Agreement shall be
renewable for additional five (5) year periods on the mutual written agreement
of the Contractor and Town. ~~A party not desiring to renew shall provide the
other party written notice of same at least fourteen (14) months prior to the
end of the then current term.~~

2. Article 6 is modified to read as follows:

NOTICE

Whenever either party desires to give notice unto the other, it must be in
writing and sent by United States mail, return receipt requested, addressed to

the party for whom it is intended, at the place last specified pursuant to this ARTICLE. The address designated for sending notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate The following as the respective addresses for sending notice, to wit:

FOR TOWN:

Juan C. Jimenez, Town Manager
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

WITH A COPY TO:

| Christopher J. Ryan Melissa P. Anderson, Esq., Town Attorney
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

FOR CONTRACTOR:

David Myhan, President
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

WITH A COPY TO:

Ronald Kaplan, Senior Counsel
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

3. Article 16.8 is added as follows:

16.8 Contribution to Town Events. On or before February 1 of each contract year, Contractor will contribute to the Town the sum of One Thousand Five Hundred Dollars (\$1500.00) in the aggregate in support of Town sponsored events including but not limited to Easter Egg Eggstravaganza, Annual Health Fair & Food Giveaway and Annual Toy Drive.

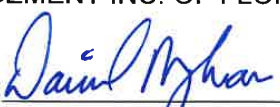
4. Except as amended herein, the Agreement shall remain in full force and effect as written.

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

By: 

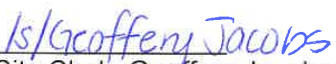
Ronald Kaplan
Assistant Secretary

By: 

DAVID MYHAN, President

ATTEST:

TOWN OF PEMBROKE PARK

By: 

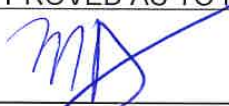
City Clerk Geoffery Jacobs
Clerk-Commissioner

By: 

Ashira Mohammed Mayor
Mayor-Commissioner

Howard P. Clark, Jr.
Vice Mayor

APPROVED AS TO FORM:


Melissa P. Anderson
Town Attorney





DRAFT

REGULAR COMMISSION MEETING OF
THE TOWN OF PEMBROKE PARK

WEDNESDAY, MARCH 13, 2019 – 7:00 P.M.

AMENDED AGENDA

CALL TO ORDER – 7:08 P.M.

ROLL CALL

PRESENT

VICE MAYOR
COMMISSIONER
COMMISSIONER
COMMISSIONER

HOWARD P. CLARK, JR.
GEORGINA COHEN
REYNOLD DIEUVEILLE
JEFFREY JACOBS

STAFF

TOWN ATTORNEY
TOWN ATTORNEY
ADMIN SERVICES DIRECTOR
DIRECTOR OF PUBLIC WORKS
PARKS SUPERVISOR
INTERIM FINANCE DIRECTOR
CONSULTANT PLANNER
BSO LIAISON
FIRE DEPARTMENT LIAISON
CODE ENFORCEMENT OFFICER
BUILDING OFFICIAL
BILLING CLERK

CHRISTOPHER J. RYAN
DAVID SIGERSON
NATASHA JOSEPH
TODD LARSON
XXX MCKINE
HARRY TAUBENFELD
MICHAEL MILLER
CHIEF STEPHANIE COKER
CHIEF MICHAEL KANE
JEFFREY LOUIS
ALAN CORRIVEAU
MICHELLE GROOMS

ABSENT

MAYOR

ASHIRA MOHAMMED

I. CONSENT AGENDA

1. Bills over \$500 – Finance Department
2. Authorizing the Town to Go Out for Bids for General Electrical Services – Mayor Mohammed
3. Authorizing the Town to Participate in the Broward League of Cities 62nd Annual Gala in the Amount Not to Exceed \$2,500 – Mayor Mohammed
4. Authorizing the Town to Purchase Replacement Computer Server Backup Batteries in the Amount Not to Exceed \$1,350 – IT Director Pakula
5. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA: AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH SYLVA CONSULTING INCORPORATED FOR CLOUD STORAGE FOR DOCUMENTS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSCEDING CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE. – Attorney Ryan
6. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA: AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH PANDA ADAPTIVE DEFENSE FOR MALWARE SOFTWARE; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSCEDING CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE. – Attorney Ryan
7. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA: AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH MODCOMPU, INC. DBA CSPI TECHNOLOGY SOLUTIONS FOR ELECTRONIC MAIL ARCHIVING; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSCEDING CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE. – Attorney Ryan
8. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA: AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH SMARSH, INC. FOR TEXT MESSAGING ARCHIVING; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSCEDING CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE. – Attorney Ryan
9. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA: AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN

AGREEMENT WITH DILIGENT CORPORATION FOR MEETING MANAGEMENT SOLUTIONS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSCEDING CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE. – Attorney Ryan

Commissioner Cohen asked that item nine (9) be removed from the Consent Agenda to be discussed at the next meeting.

Motion by Commissioner Cohen, seconded by Commissioner Jacobs to approve the Consent Agenda with item nine (9) removed. In a roll call vote, the **motion** passed unanimously.

Vice Mayor Clark stated item nine (9) would be discussed at the March 20 Special Meeting.

II. REMARKS FROM THE GENERAL PUBLIC

None.

III. PUBLIC HEARINGS AS SCHEDULED

None.

IV. REGULAR AGENDA

1. RESOLUTION: Entering into an Actuarial Services Agreement with Foster and Foster, Inc. – Attorney Ryan

Mr. Ryan read the Resolution by title only.

Motion by Commissioner Jacobs, seconded by Commissioner Cohen to approve the Resolution. In a roll call vote, the **motion** passed unanimously.

2. RESOLUTION: Selecting Southeastern Fence Corp. for Acro-Eco Orchard at Ryan Park – Attorney Ryan

Mr. Ryan stated staff has gotten proposals for the fence at the orchard from three (3) contractors, and recommends Southeastern Fence Corp.

Mr. Ryan read the Resolution by title only.

Commissioner Cohen asked for a photo of the fence.

Mr. Larson pointed the Commissioners to the backup in their Board book. He stated it will be a standard six (6) foot chain-link fence with gates where the walkways are. He noted it will match the existing fence around the area.

Motion by Commissioner Jacobs, seconded by Commissioner Cohen to approve the Resolution. In a roll call vote, the **motion** passed unanimously.

3. RESOLUTION: 43rd Year Community Development Block Grant: First Amendment Time Extension for the Raymond P. Oglesby Preserve Lighting Project – Attorney Ryan

Mr. Ryan stated as discussed in the Workshop, this is an extension of time to complete the project, moving the deadline to June 30, 2019.

Mr. Ryan read the Resolution by title only.

Motion by Commissioner Cohen, seconded by Commissioner Jacobs to approve the Resolution. In a roll call vote, the **motion** passed unanimously.

4. RESOLUTION: 44th Year Community Development Block Grant Agreement for Tot Lot – Attorney Ryan

Mr. Ryan stated Broward County has approved the Town for funding for a Tot Lot and has sent an agreement to be signed.

Mr. Ryan read the Resolution by title only.

Motion by Commissioner Cohen, seconded by Commissioner Jacobs to approve the Resolution. In a roll call vote, the **motion** passed unanimously.

5. RESOLUTION: Authorizing the Public Services Director to Approve Town Purchases in the Amount Less Than \$500 – Vice Mayor Clark / Mayor Mohammed / Attorney Ryan

Mr. Ryan noted since there is not currently a Town Manager, someone needs to be in place who is able to authorize spending.

Mr. Ryan read the Resolution by title only.

In response to a question from Commissioner Cohen, Mr. Ryan stated this item was previously discussed but not adopted.

Motion by Commissioner Cohen, seconded by Commissioner Jacobs to approve the Resolution. In a roll call vote, the **motion** passed unanimously.

6. RESOLUTION: Authorizing the Approval of the Second Amendment to the Exclusive Franchise Agreement with Waste Management, Inc. of Florida – Attorney Ryan

Mr. Ryan read the Resolution by title only.

Motion by Commissioner Cohen, seconded by Commissioner Jacobs to approve the Resolution. In a roll call vote, the **motion** passed unanimously.

V. COMMISSIONER COMMENTS

Vice Mayor Clark welcomed the new Commissioners and said he is looking forward to having a full Commission next Wednesday.

Commissioner Cohen congratulated the new Commissioners and said she is looking forward to working with them.

VI. ATTORNEY COMMENTS

None.

VII. TOWN MANAGER/PERSONNEL COMMENTS

Ms. Joseph stated the Relay for Life will be April 5 and 6 in conjunction with Hollywood and Pembroke Pines. She said she will look into what Hallandale is doing.

VIII. EMERGENCY ITEMS

None.

Motion by Commissioner Cohen, seconded by Commissioner Jacobs to adjourn. In a roll call vote, the **motion** passed unanimously.

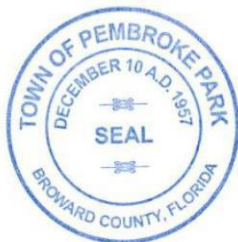
The meeting was adjourned at 7:34 p.m.

Commission Approved: December 11, 2019

Approved _____

Date

Mayor/Councilmember



AGENDA ITEM REPORT



To: Town Commission
Subject: Management Positions
Meeting: WORKSHOP COMMISSION MEETING - Apr 24 2024
Department: Administrative
Staff Contact: Geoffrey Jacobs, Commissioner

AGENDA ITEM REPORT



To: Town Commission
Subject: Vice Mayor
Meeting: WORKSHOP COMMISSION MEETING - Apr 24 2024
Department: Administrative
Staff Contact: Geoffrey Jacobs, Commissioner

AGENDA ITEM REPORT



To: Town Commission
Subject: Town Clerk Investigation Report and Recommendation
Meeting: WORKSHOP COMMISSION MEETING - Apr 24 2024
Department: Administrative
Staff Contact: Aleem Ghany, Public Services Director

THE HERITAGE FIRM

To: Aleem Ghany, Town of Pembroke Park, Acting Town Manager
From: Ava-Gaye Hue, Esq., The Heritage Firm, Independent Investigator
Date: February 8, 2024
Re: **Jacobs/Martell Independent Investigation Report**

I. Summary of Facts

Town of Pembroke Park Commissioner Geoffrey Jacobs requested that Town Attorney Jacob Horowitz open an investigation via email on September 28, 2023, into his concerns relative to the actions of Town Clerk Marlen Martell during the Commission Meeting held on September 27, 2023, as well as Town Clerk Martell's conduct during commission meetings between March 2023 and September 27, 2023. More specifically, Commissioner Jacobs alleged that Town Clerk Martell falsely attributed a consent agenda item to him, that involved an expenditure of \$30,000.00 to a former Town Employee. The Commissioner further alleged that Town Clerk Martell violated the Town's Employee Handbook and Town Ordinance 2023-090 by engaging in unprofessional and insubordinate conduct toward him between March 2023 and September 27, 2023. As a result of Commissioner Jacobs' inquiry, this Investigator was engaged by acting Town Manager Aleem Ghany to conduct an independent investigation pursuant to the Town's Investigative Procedures.

While there has been an extensive public history of friction and discontent among leadership in the Town, this Investigator's assignment pertains strictly to the matters presented in the Commissioner's email dated September 28, 2023. To that end, this Investigator met with Commissioner Jacobs on November 7, 2023, during business hours at my office in Oakland Park, FL for approximately 2.5 hours. Commissioner Jacobs' wife was also present during his interview. This Investigator also met with Town Clerk Martell during business hours at my office on November 21, 2023, for approximately 2.5 hours. Both parties were advised that their interviews would not be recorded and that this Investigator's notes would be public records. Each witness affirmed acknowledgment of

same and confirmed his or her willingness to participate in the interview. Further, this Investigator reviewed all relevant Town Commission meetings, as well as all documents detailed below in order to prepare this report.

During this Investigator's review of the relevant meeting videos, on March 22, 2023, Town Clerk Martell commented extensively on the then-Mayor's statements calling into question the appearance of impropriety resulting from the Town Clerk's husband serving as the Town's building official as an employee of Calvin Giordano. She advised of others, whose family members have previously worked for the Town with no issues. She advised him that there was no quorum for the emergency meeting that he wanted to have and that he would have been wasting Town resources. The Town Clerk then continued to speak over then-Mayor Jacobs in a raised voice, making accusations toward him of bringing employees to commission meetings to berate and fire them and of violating Sunshine Laws.

It was observed that during Commission meeting on April 12, 2023, it appears that the Town Clerk gave all of the Commissioners the prior minutes relative to voting but failed to give them to Commissioner Jacobs. At the same meeting, Commissioner Jacobs stated that members of the Commission had been "treated like mushrooms, kept in the dark and fed full of shit." It can be inferred that due to comments such as these, the Commission decided to adopt a civility ordinance based on a resolution that had been passed in 2020 during Commissioner Jacobs' tenure as mayor, to address the issues of conduct, civility and decorum during meetings and other Town-related activities.

On April 26, 2023, during the Commission meeting Commissioner Jacobs advised that a PowerPoint presentation had been uploaded on iCompass but was not on the agenda. The Town Clerk advised that it had been denied due to acting Town Manager's questions, so it was not placed on the agenda. Apparently, this had not been previously communicated to Commissioner Jacobs. Subsequently, in the Commission meeting on May 24, 2023, Commissioner Jacobs related that Town Clerk tried to get him arrested, but he did not elaborate on the circumstances.

A public censure of Commissioner Jacobs was requested by Clerk Commissioner Hodgkins in response to violations of the Town's code of conduct. Commissioner Jacobs then retorted that he was consistently being attacked by Mayor Ashira Mohammed, the

Town Clerk and the Human Resources Director who was in place at that time. Town Clerk Martell then presented options for updating the dais in commission chambers, in response to which Commissioner Jacobs objected as fiscally irresponsible. Town Clerk Martell advised that Commissioner Jacobs asked her not to communicate with him, making it difficult for her to put the meeting agendas together. She further asks him to leave her out of his conversations.

At the June 14, 2023, regular Commission Meeting, Commissioner Jacobs asserted that the minutes from a previous meeting were incorrect, providing no explanation as to what portion was incorrect. He also complained that Town Clerk “claps and cheers” against him and nobody does anything about it. This Investigator did not view any such actions. Commissioner Jacobs also accused Town Clerk Martell of “brown-nosing” Mayor Mohammed and of writing a vote down for him that he did not make, advising that he will seek criminal charges against her. Town Clerk Martell then explained the new procedures for putting together the agenda, to include that she will email commissioners an agenda report to be filled out and submitted to her with backups at least 6 days prior to the meeting.

On August 17, 2023, during a Special Commission Meeting, Jacobs says town clerk already sent the report off to the Office of the Inspector General on her own and he is saving his comments for court. Town Clerk Martell explained that the report was sent pursuant to the OIG’s request for the report upon its completion, as it was in the process of investigating claims against her that were initiated by Commissioner Jacobs.

At the August 23, 2023, Workshop Commission Meeting, Commissioner Jacobs alleged that his public records requests are not being responded to and that he has requests pending for more than a year. Attorney Horowitz explained that all requests need to be responded to, but there is no time limit within which to do so and that documents need to be produced within a “reasonable time.” Town Clerk Martell advised that she has more than a dozen requests pending from Commissioner Jacobs and that the requests are extensive and require additional time.

He has raised concerns about the clerk’s ability to adhere to her responsibilities due to the falsified vote issue and made mention of a “noticeable change in her behavior” toward him potentially because of his pursuit of charges against her. Town Clerk Martell advised that she is willing to work with Jacobs and that she wants all emails involving

Jacobs and OIG to be sent to all Commissioners, so they know what is transpiring. She asks again for Commissioner Jacobs to advise her as to what is missing relative to his public records requests. Attorney Horowitz advised that staff is not required to “drop everything” to respond to these requests. Clerk Commissioner William Hodgkins then stated that he believes Commissioner Jacobs is trying to bury the Town Clerk in requests to make her look inefficient.

At the Commission meeting on September 13, 2023, Commissioner Jacobs appears not to have been given an updated agenda, as his agenda items were not numbered the same as all of the other commissioners. Town Clerk Martell gave an update on his public records requests and advised that finance requests would be on hold due to the audit per Mayor Mohammed, but Commissioner Jacobs retorted that Mayor Mohammed does not have the power to do make this decision on her own. He reported that the national average for fulfilling public records requests is 21 days, and that he had requests pending since 2022. No explanation of what is pending was provided. Town Clerk Martell explained that emails fulfilling his requests that were sent by the finance department and that she was not copied to those email messages. Commissioner Jacobs then accused her of going through his sent email but provided no evidence of this or any details regarding this allegation. The Town’s IT director confirmed that the Town Clerk is not viewing his email. Commissioner Jacobs then stated that he is getting legal counsel to help him get the documents he has requested.

Town Clerk Martell responded that Commissioner Jacobs should not question her integrity. She then advised of emails where Commissioner Jacobs personally attacks one of the town’s finest employees and that the HR director, the IT director and the Town Manager were required to assist with his continued complaints and requests. After the issue was investigated and closed, she reported that he still continued to send email message about the same thing. The IT director and the police reviewed the video and found no wrongdoing. Vice Mayor Erik Morrisette advised of Commissioner Jacobs having made certain purchases of items to impersonate a police officer, at which point Commissioner Jacobs embarked on a profanity-laced rant, stating, “Please fucking put it on the dais. If that happened, have the balls to stand up and prove it. No. Prove it. Prove that shit happened because it didn’t. It never did and I’m tired of the false and malicious bullshit allegations by behalf of this fucking Commission and the people in the Town of Pembroke Park.”

Mayor Mohammed then attempted to adjourn the meeting, at which point Commissioner Jacobs began packing up his things, while everyone else remained in their seat. The meeting was not formal adjourned, nobody else got up to leave and the meeting continued. Town Clerk Martell advised of a pending EEOC complaint and asked for a public apology after she was cleared regarding his previous complaints against her. Mayor Mohammed joked that maybe he should apply for the town manager position if he wants to supervise employees, to which Town Manager Martell responded that she doesn't see anyone hiring him. Commissioner Jacobs then used his microphone and advised of the nature of the pending EEOC complaint against. The meeting continued and Mayor Mohammed then apologized for her outburst, Vice Mayor Morrisette apologized to Town Clerk Martell and her assistant, Ms. Reutlinger on behalf of Commissioner Jacobs.

Town Clerk Martell subsequently apologized for her actions and admitted her frustration by Commissioner Jacobs' behavior. She again asked for a list of what he is missing as her records show that she has fulfilled his public records requests and that some departments have responded to his requests without letting her know.

During the Town Workshop Commission meeting held at Commission Chambers on September 27, 2023, the Commission addressed agenda item number 11.1 relative to public records requests by the Commission. For purposes of context, Town Clerk Martell was asked during the last meeting by Commissioner Jacobs to make a statement as to the public records requests. In response to this, Town Clerk Martell prepared a document detailing all requests made by Commissioner Jacobs, the date of each request and the status of each request. The list of 70 requests/formal complaints, some of which were duplicated, were dated between January 3, 2023, and September 11, 2023. The "requests" include but are not limited to the following:

- 1/3/23- District map (available on the Town's Web site)
- 2/28/23- "There was a loan the town had, that the note was called upon. I had to pay off the note at "\$750k when Harry was the Finance director. I am requesting that all the documentation for this loan, generation, including the resolution, receipts of all moneys spend under the loan and payments made to satisfy the loan. Any and all documentation to do with this loan."

- 3/15/23- Please schedule and (sp) EMERGENCY MEETING to discuss the building department and building official now! (The other two commissioners were not available and the issue was resolved via a phone call to Calvin Giordano)
- 3/16/23- This is just to make you aware that I am calling for and will continue to call for an emergency meeting daily. Neither the town manager nor town clerk want this meeting to happen. The meeting is on (sp) regards to the building department and public works. I've also made it very clear I'm steering the ship but the town clerk continues to creat (sp) a mutiny! (The other two commissioners were not available and the issue was resolved via a phone call to Calvin Giordano)
- 3/23/23- This is a formal complaint against the Town Clerk for violation of the "Code of Conduct." Her behavior at the commission meeting was in direct violation. As a reminder, she emailed everyone a copy of the code of conduct prior to the meeting and gave everyone a copy of the code prior to the netting (sp). The only one who didn't follow it was her.
- 5/16/23- I'm requesting a copy of every months (sp) credit card statements from Ashira Mohammad. Along with these statements, I'm requesting a copy of any/all reimbursement payments made to the town for when she used the towns (sp) credit card for her personal expenses.
- 5/16/23- In addition to Ashira Mohammad's credit card, I'm also requesting Stephanie Woodberry and Natasha Joseph's credit card statements and repayments to the town for personal expenses.
- 8/14/23- It has been communicated on multiple occasions that your role is primarily to post the meetings when convened by the commissioners, rather than establishing a quorum. It appears this directive may not have been clearly understood.

Town Clerk Martell advised that she continues to get a large number of public records requests and has had to enlist assistance from others to fulfill the requests. Further,

Commissioners are not charged for their public records requests, whereas members of the public are required to pay a fee.

Commissioner Jacobs advised that he received 11 emails from the Town Clerk on September 14, 2023, that he said had never received and advised that the situation is highly confusing and problematic. The Town Clerk advised that she forwarded email messages to him that had already been sent. He was not satisfied with the fulfillment of the requests, so the mayor asked him to go through the list and report what is missing. "I will take care of my own business, thank you," Commissioner Jacobs said in response to the Mayor's request.

Agenda Item 11.2- Vice Mayor Morrisette asks for apology to the clerk and to recognize that he made false accusations against Town Clerk Martell and her assistant, Ms. Reutlinger.

Commissioner Jacobs then responded by expressing that he was glad to see this back on the agenda and took the opportunity to state that the acting Town Manager lacked the ability to intervene in the actions of the Town Clerk. He advised that the last meeting was adjourned so he left, and then was locked out of chambers and the meeting continued without him. There was no indication based on the video that any doors were locked to keep him out. He apologized to Ms. Reutlinger and the residents of the Town, the county and the state, while stating that the AG's office has refused to prosecute his claims against the Town Clerk "even though wrongful and criminal actions have occurred." He advised that stands behind his complaint and commented unnecessarily that the Vice Mayor has "no understanding of the law when it comes to this."

Town Clerk Martell responded by making a statement in her own defense. She advised that his vote did not matter because it was 4-1 and that taking down a vote for him when he did not make one was an oversight on her part. She continued as follows: "The hardest part of all of this, the really sad part in all of this is that you put yourself at a different standard than to all the employees here and to all the residents. You feel that you are not accountable for anything. You feel that you can go ahead and disrespect people. You feel that you can treat them unfairly and people are gonna go ahead and agree with you. I've seen you do all of these things. All of them. And it's so sad that still to this day, you can't admit that you're the one who's wrong. I have not ever failed as a professional.

I have not ever failed as the Clerk. Ok. I have all the integrity that I possess, that I will always have and you know why? Because I am that bigger person who can come up here and tell somebody I did something wrong and I'm sorry. That's something you will never do and I'm glad you won't because it shows me and it shows everybody here what a person you are. Knowing that the ... knowing that an agent, a special agent reviewed this. It went to the Attorney General and you still...you still won't even admit that you messed up. That you were wrong. When you talk about integrity, you have none. Not one inch. And I am so glad you don't because I always thought I had so much faith in the things you said. But when you turn your back on 90% of the individuals that were here and you only supported but a few and you gave those lots and lots of pats on the back and moneys, \$30,000.00. I want you to tell your residents why, why would anyone go ahead, and first of all, it was not approved by the commission. Ok. You brought it forth five seconds before the meeting started and then you put it on consent. Not giving anybody the opportunity to even discuss it. That shows a lot of integrity. Shows a lot of fairness. So, I'm grateful that you didn't apologize because I wouldn't have accepted your apology. Because I don't care for your apology. I could care less what you think of me or anything 'cause I know who I am and I know I'm a bigger person than you will ever be."

II. Allegations Presented

Pursuant to this Investigator's communications with Commissioner Jacobs, the following allegations were presented:

Allegation #1

Pembroke Park's Town Clerk, Marlin Martell, violated the Town Employee Handbook and Town Ordinance 2023-004 by engaging in unprofessional and insubordinate conduct toward Commissioner Geoffrey Jacobs during Commission meetings between March 2023 and September 27, 2023.

Allegation #2

Pembroke Park's Town Clerk, Marlen Martell, falsely attributed the inclusion of a consent agenda item involving an expenditure of \$30,000.00 to Commissioner Geoffrey Jacobs.

III. Relevant Laws/Rules

- a. Town of Pembroke Park- Employee Handbook
- b. Town of Pembroke Park Resolution No. 2020-090 (Code of Conduct)

- c. Town of Pembroke Park Ordinance No. 2023-004 (Code of Conduct)

IV. Summary of Information Reviewed

- a. Witnesses Interviewed

- 1. **Commissioner Geoffrey Jacobs**
 - 2. **Town Clerk Marlen Martell**

- b. Documents/Videos Reviewed

- 1. Commissioner Jacobs' Email to Town Attorney Horowitz dated September 28, 2023
 - 2. Town of Pembroke Park Employee Handbook
 - 3. Town of Pembroke Park Resolution No. 2020-090
 - 4. Town of Pembroke Park Ordinance No. 2023-004
 - 5. Town of Pembroke Park job description for Town Clerk/Administrative Services Director
 - 6. Florida Statute 215.425 Re: Financial Matters: General Provisions
 - 7. Personnel Status Change for Joy Brown dated June 15, 2020
 - 8. Memo Re: Retroactive pay for Mrs. Joy Brown to Town Commission dated July 27, 2022
 - 9. Agenda for Workshop Commission Meeting on July 27, 2022
 - 10. Regular Commission Meeting minutes and video- August 10, 2022
 - 11. Agenda for Workshop Commission Meeting on October 26, 2022
 - 12. Agenda Item Report AIR-22-268-Joy Brown Salary Increase for October 26, 2022, Virtual Workshop Commission Meeting
 - 13. Special Commission Meeting Minutes for November 12, 2022
 - 14. Agenda for Special Commission Meeting on November 12, 2022
 - 15. Regular Commission Meeting video and agenda- March 8, 2023
 - 16. Emergency Commission Meeting video and agenda- March 16, 2023
 - 17. Workshop Commission Meeting video and agenda- March 22, 2023
 - 18. Regular Commission Meeting video and agenda- April 12, 2023
 - 19. Workshop Commission Meeting video and agenda- April 26, 2023
 - 20. Special Commission Meeting video and agenda- May 1, 2023
 - 21. Regular Commission Meeting video and agenda- May 10, 2023

22. Special Commission Meeting video and agenda- May 24, 2023
23. Workshop Commission Meeting video and agenda- May 24, 2023
24. Regular Commission Meeting video and agenda- June 14, 2023
25. Special Commission Meeting video and agenda- July 12, 2023
26. Special Commission Meeting video and agenda- August 1, 2023
27. Special Commission Meeting video and agenda- August 17, 2023
28. Workshop Commission Meeting video and agenda- August 23, 2023
29. Special Commission Meeting video and agenda- September 5, 2023
30. Regular Commission Meeting video and agenda- September 13, 2023
31. Workshop Commission Meeting video and agenda- September 27, 2023
32. Town of Pembroke Park Investigative Procedures
33. Agenda Item Report AIR-23-110- Public Records Requests by the Commission
34. Commissioner Jacobs' code compliance violation notice dated October 27, 2023
35. Florida Division of Motorist Services Manufactured Housing Section re: Mobile/Manufactured Home Repair and Remodeling Guidelines

V. Town Clerk Job Requirements

Pursuant to the Town of Pembroke Park's Job Description for the position of Town Clerk/Administrative Services Director, the Town Clerk is the "principal administrative officer for the Clerk's Office and the record keeper of the Town." The Town Clerk reports to the Town Manager and/or Commission and supervises the assistant to the Town Clerk/Administrative Services Director, Records Management Specialist and Receptionist. The position is responsible for maintaining public records, fulfilling public records requests, overseeing Town Commission meetings, and coordinating elections. The Town Clerk is additionally responsible for "any/all other administrative duties assigned by the Town Manager and/or Town Commission."

The tasks required of the Town Clerk include but are not limited to the following tasks:

1. Fulfilling public records requests.

2. Managing and ensuring the integrity of Town records in compliance with the Town's retention schedule.
3. Attending Commission meetings and ensuring meeting minutes are completed for public meetings and closed sessions.
4. Scheduling regular Commission meetings, workshops, special Commission meetings, and board meetings.
5. Creating and distributing meeting agendas.
6. Furnishing information about meetings to the public.
7. Documenting and publishing ordinances and resolutions.
8. Ensuring compliance with all applicable laws related to public records, public notices, and elections.
9. Coordinating the local election process and ensuring all standards are met in relation to the polls, election equipment, and public notices.
10. Support procurement coordination of bids, requests for proposals, and requests or qualifications.
11. Handle the collection and management of documents related to ethics filings for political candidates including campaign contributions and financial disclosures.
12. Supervise the staff in the Clerk's office and ensure maximum productivity and compliance with applicable laws and best practices.
13. Responsible for any/all other administrative duties assigned by the Town Manager and/or Town Commission.
14. Attends Town events, activities, and emergencies as needed.
15. Any/all other duties and projects assigned by the Town Commission.

VI. Findings

Allegation #1

Pembroke Park's Town Clerk, Marlen Martell violated the Town of Pembroke Park's Employee Handbook and Town of Pembroke Park Ordinance No. 2023-004 by engaging in unprofessional and insubordinate conduct toward Commissioner Geoffrey Jacobs during Town Commission meetings since March 2023.

Finding:

Pembroke Park's Town Clerk Marlen Martell did not violate the Town of Pembroke Park's Employee Handbook or Town Ordinance No. 2023-004 by engaging in insubordinate conduct toward Commissioner Geoffrey Jacobs during Town Commission meetings since March 2023. Town Clerk Martell did engage in unprofessional conduct toward Commissioner Jacobs during Town Commission Meetings between March 2023 and September 2023, in violation of the Town's Employee Handbook and Town Ordinance No. 2023-004.

This Investigator was able to discern that Town Clerk Martell has made significant efforts to conduct the responsibilities of her position as set forth in the job description for Pembroke Park Town Clerk. Town Clerk Martell is the principal administrative officer for the Clerk's Office and the record keeper of the Town, and it is apparent to this Investigator that she is experienced, she takes her position seriously and is committed to serving the Town's residents to the best of her ability. She is responsible for maintaining public records, fulfilling public records requests, overseeing Town Commission meetings, and coordinating elections. The Town Clerk is additionally responsible for "any/all other administrative duties assigned by the Town Manager and/or Town Commission."

While the Town Clerk reports to the Town Manager and/or Commission, she is not subject to the unreasonable demands of any one commissioner, especially when doing so would require her to unnecessarily and significantly deviate from conducting the duties required in her job description on a regular basis. This is clearly the case, as Commissioner Jacobs' extensive public records requests have disrupted Town Clerk Martell's ability to conduct her duties and has even required that others be called and/or hired to fulfill such requests.

The Town has an obligation to fulfill public records requests within a reasonable amount of time and no specific time limit is attached to the fulfillment of these requests. Reasonableness requires thoughtful evaluation of the current needs of the Town, the extent of the requests being made and the careful prioritization of the tasks at hand for the benefit of the residents of the Town. This Investigator has not been able to find any instances of

insubordination by Town Clerk Martell based on the extensive research that was done in preparation of this report. Town Clerk Martell created a spreadsheet of the relevant requests and to detail when and how they had been fulfilled. She also requested that Commissioner Jacobs inform her of what documents and requests he believes have not been fulfilled, so that she can comply with all of his requests.

With respect to the allegation of unprofessional conduct, this Investigator finds that Town Clerk Martell is in violation of Section 2(B)(2), Section 2(B)(4) and Section 2(B)(5) of Town Ordinance 2023-004. This Investigator also finds that Town Clerk Martell engaged in bullying in the form of verbal abuse, shouting or raising one's voice at an individual in public or private, not allowing the person to speak or express himself (interrupting) in violation of the Town's Employee Handbook. Specifically, the provisions of Town Ordinance 2023-004 and Employee Handbook were violated as stated above at Commission meetings on March 22, 2023 and September 13, 2023, during inflammatory public comments between Commissioner Jacobs and Town Clerk Martell, and on September 27, 2023, during the Town Clerk's extended comments about the Commissioner's actions, reputation and lack of integrity.

Town Clerk Martell's comments, which are detailed above, were unnecessary and were neither professional nor respectful. Further, they not directly address any Town business on the agenda. While Commissioner Jacobs' actions have undoubtedly created an emotionally-charged and frustration-filled atmosphere at Town meetings, it remains incumbent upon the Town Clerk to exercise restraint in her public actions and comments, especially when Town business and public confidence are at stake.

Allegation #2

Pembroke Park's Town Clerk, Marlen Martell, falsely attributed the inclusion of a consent agenda item involving an expenditure of \$30,000.00 to Commissioner Geoffrey Jacobs.

Finding:

Town Clerk Marlen Martell did not falsely attribute an agenda item involving an expenditure of \$30,000 to an employee in 2022 to Commissioner Geoffrey Jacobs.

During her extended comments regarding Commissioner Jacobs during the Commission meeting held on September 27, 2023, Town Clerk Martell did state that Commissioner Jacobs was responsible for a \$30,000.00 expenditure to an employee who was one of the few he supported. Based upon this investigation, it is apparent that Commissioner Jacobs is not well-liked among Town staff or employees as a result of his treatment toward them. Commissioner Jacobs included in his email to Attorney Horowitz that he had “no recollection or knowledge of this particular item” about which the Town Clerk was referencing. This Investigator interviewed Ms. Martell and reviewed the Town records relative to this issue and was able to confirm that the Commissioner did support and was involved in requesting and approving significant retroactive pay and a \$28,000.00 salary increase for former Town employee, Joy Brown.

A Memo Re: Retroactive pay for Mrs. Joy Brown to Town Commission dated July 27, 2022, was sent to the Commission by then-Police Chief Howard, which advised that since October 2021, Ms. Brown was “tasked with many responsibilities within the newly created Police Department,” while still being “charged with work in her previous positions as Events Coordinator and the Administrative Assistant to the Town Commission.” The memo advised that her previous annual salary was \$50,000 and that he believed that “Ms. Brown should receive retroactive pay which is currently \$21,155.20,” plus \$3,846.40 for the remaining pay periods, and that the “total compensation for her additional duties would be approximately \$25,001.60 for the fiscal year 2021-2022.”

Additionally, the Agenda for Workshop Commission Meeting on July 27, 2022, reflected that item 17.8 was brought on by then-Mayor Jacobs and the Regular Commission Meeting agenda for August 10, 2022, includes item 7.2 on the consent agenda regarding retroactive pay for Joy Brown, indicating that was attributed to then-Mayor Jacobs. This consent agenda was passed by the Commission 3-0, including Commissioner Jacobs. No revisions were made to these records and there is no indication that any revisions were requested.

The Agenda for Workshop Commission Meeting on October 26, 2022, included item 14.1 and Agenda Item Report AIR-22-168 re: salary increase (\$28,000 per year) for Joy Brown and under Chief Howard’s report. Then on November 12, 2022, at a Special

Commission Meeting, the minutes indicate that the consent agenda included the salary increase and was passed 3-0 by the Commission, including Mayor Jacobs.

While the amounts in question were not exactly in the amount of \$30,000.00. Town Clerk Martell advised that the actions detailed above were in fact, those that she meant to reference. As such, this Investigator finds that Town Clerk Martell did not violate any rules or codes of conduct by making the statement relative to the pay disbursement during the Town Commission meeting.

VII. Recommendations

Professionalism in public service involves maintaining a high standard of conduct, ethics, and accountability while serving the community, in spite of the inappropriate, inflammatory and offensive conduct of others. It includes treating people, regardless of their actions and positions, with respect, adhering to codes of conduct and prioritizing the public's welfare over personal interests and feelings. As such, this Investigator recommends that Town Clerk Martell be orally reprimanded for her unprofessional comments against Commissioner Jacobs as detailed above.



Agenda Request

Subject:	OIG Update
Meeting Date:	AGENDA WORKSHOP COMMISSION MEETING - Apr 24 2024
Prepared For:	Commission
Staff Contact:	Marlen Martell, Town Clerk
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	In September of 2023 the OIG placed the Town on notice stating "We hereby notice the town that, should it continue to tolerate unchecked p-card use, these risks can include the OIG in the near future undertaking an investigation into whether town commission and management members engaged in gross mismanagement and whether individual p-card users engaged in misconduct such as corrupt misuse of position, theft, or violation of the state's per diem and travel expenses law." In December 2023, they conducted a 60 day follow-up review to determine what efforts the Town had made to rectify their concerns. Although, most of the items were addressed additional safeguards and penalties are pending.
Staff Recommendations:	Commission to establish a policy and action to address past purchases identified by OIG. Finance Department is researching past purchases for supporting documents and primary public purpose. Also the Commission will need to discuss the pre-approval and rejection process of P-card purchases.
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[09 28 2023 REPORT OIG Lacks Adequate Authority to Control P card](#)
[ADD Horowitz FINAL memo 10 18 2023](#)
[01 23 2024 UPDATE EMAIL SUMMARY](#)

Jacobs Horowitz, Interim Town Attorney	Status: Pending
Aleem Ghany, Public Services	None

Director

Marlen Martell, Town Clerk

None



BROWARD OFFICE OF THE INSPECTOR GENERAL

MEMORANDUM

To: Honorable Ashira Mohammed, Mayor,
and Members, Town of Pembroke Park Commission

From: Inspector General Carol J. Breece *Carol J. Breece*

Date: September 28, 2023

Subject: OIG Closing Memorandum Re: *The Town of Pembroke Park Lacks Adequate Authority to Control Its Purchasing Card Expenditures, Ref. 22-007-M*

The Broward Office of the Inspector General ("OIG") has closed its inquiry into an allegation that a Town of Pembroke Park commissioner used his Town purchasing credit card ("p-card") to make purchases for his personal benefit.¹ We observed several concerning transactions on the commissioner's p-card and discussed a sample of them with him, but we could not test their propriety given his explanations as compared to the town's lack of adequate law, policy, and procedures regulating p-cards and travel expenditures. Because the town had no standard to which we could hold the commissioner accountable, the allegation of misconduct² was unsubstantiated.

However, such a situation cannot continue.

We write this memorandum to report our observations to the public and to impress upon the Town the seriousness of its deficiencies and the risks to which it is exposing itself by continuing to permit officials and employees to use p-cards without proper controls and oversight. We hereby notice the town that, should it continue to tolerate unchecked p-card use, these risks can include the OIG in the near future undertaking an investigation into whether town commission and management members engaged in gross mismanagement³ and whether individual p-card users

¹ "A Purchasing Card (P-Card) is a type of Commercial Card that allows organizations to take advantage of the existing credit card infrastructure to make electronic payments for a variety of business expenses (e.g., goods and services)." Retrieved on September 18, 2023, from <https://www.iocpnw.com/page/WhatArePCards>. The Town's records and staff referred to a p-card as the town's credit card.

² The Broward County Charter ("Charter") defines "misconduct" as "any violation of the state or federal constitution, any state or federal statute or code, any county or municipal ordinance or code; or conduct involving fraud, corruption, or abuse." Section 10.01 A.(2).

³ The Charter defines "gross mismanagement" as "the material waste or significant mismanagement of public resources." Section 10.01 A.(3).

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engaged in misconduct such as corrupt misuse of position,⁴ theft,⁵ or violation of the state's per diem and travel expenses law.⁶ The OIG will conduct a follow-up review in 60 days to determine what the Town has done to address the observations we make here.

Allegation

In March 2021, the OIG received a tip alleging that a Town commissioner continuously misused his p-card to make personal purchases. We reviewed receipts the tipster provided us, which the commissioner purportedly submitted to the Town as support for 25 transactions he made between September 2019 and July 2020. We also reviewed the Town's records of the commissioner's p-card transactions between September 2019 and June 2022 and supporting documentation for those transactions.⁷ We noted that, between September 18, 2019, and June 7, 2022, at least 200 transactions⁸ totaling \$35,305.09 appeared on the commissioner's p-card statements.⁹ These transactions included purchases for food, gas, electronics, tools, travel, and other miscellaneous items. Accordingly, we set out to determine whether the commissioner engaged in misconduct in the use of his p-card.

The Purpose and Importance of Properly Regulating P-Card Programs

It is without dispute that there are several advantages to a government's participation in a p-card program. As explained by the Government Finance Officers Association ("GFOA"), p-card programs "provide an efficient, cost-effective method of purchasing and paying for small-dollar and high-volume purchases."¹⁰ Since p-card holders can use their p-card with any vendor that accepts credit cards, p-cards represent an alternative to the traditional purchasing process that can result in a significant reduction in a government's volume of purchase orders, invoices, petty-cash transactions, and checks for routine, small-dollar purchases, like small tangible goods and office supplies.

However, while there are many benefits to a p-card program, there are also many risks associated with one. As p-cards act to bypass normal procurement procedures, one of the main risks is that they are subject to misuse. This, in turn, can expose a government to loss of revenue and fraud.

⁴ "No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others." Section 112.313(6), Fla. Stat.

⁵ "A person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the property of another with intent to, either temporarily or permanently: (a) Deprive the other person of a right to the property or a benefit from the property. (b) Appropriate the property to his or her own use or to the use of any person not entitled to the use of the property." Section 812.014(1), Fla. Stat.

⁶ That law establishes standard travel reimbursement rates, procedures, and limitations "to prevent inequities, conflict, inconsistencies, and lapses" in state and local laws regulating travel expenses for public officers and employees. Section 112.061(1), Fla. Stat.

⁷ The tipster provided us with receipts coinciding with two transactions on the commissioner's p-card in June 2020 and July 2020. The Town's production also included the receipts for these two transactions.

⁸ These transactions were made up of 194 purchases and 6 refunds.

⁹ Many of these transactions included the payment of taxes despite the Town's tax-exempt status.

¹⁰ Retrieved on September 18, 2023, from <https://www.gfoa.org/materials/purchasing-cards>.

Accordingly, to minimize such risks, it is imperative that a government properly regulates its program.

GFOA best practices suggest that a government's p-card policy not only comply with state and local law but be a component of the government's entire purchasing policy.¹¹ Furthermore, the policy should, at a minimum, include practical controls such as defining the scope of allowable purchases and require training for users. Most importantly, a p-card policy should emphasize documentation describing the purpose of the purchase and the purchase's disposition. Other suggestions include defining appropriate travel use and limits, prohibited transactions and uses, and emergency purchases and limits. A p-card policy should also establish the consequences of non-compliance. Such controls act to clearly direct who can use a p-card and for what purpose, as well as clearly direct the amount that a p-card holder can spend on his or her p-card.

We noted the existence of such policies encouraged by GFOA best practices in several Broward County municipalities. For example, we observed that the City of Wilton Manors's Purchasing Policies and Procedures included a section dedicated to its p-card policies and procedures.¹² Its p-card policies and procedures included the assignment of duties and responsibilities to certain staff members. They also addressed the limitations on p-card use, listed prohibited uses, and provided overall guidance on travel related charges.

Likewise, the Town of Davie's Procurement Policies and Procedures also included a section dedicated to its p-card policies and procedures.¹³ Like the City of Wilton Manors, the Town of Davie outlined staff's duties and responsibilities, as well as placed various limitations on p-card usage, such as limiting a p-card's use to its assigned holder as well as limiting the amount that can be spent using a p-card. It also listed prohibited uses. In fact, the Town of Davie's policies and procedures even included guidance on discretionary spending, that is, the use of "public funds that do not directly benefit the community." This guidance specifically listed both allowable and prohibited uses.

Policies and procedures such as those we observed in the City of Wilton Manors and the Town of Davie are aimed to outline proper usage of a p-card and are the type of authoritative restrictions that we expect to see within local government law, policy, and procedure.

The Town Lacked Adequate Controls Over Its P-Card Program

A review of the Town's authority and interviews with current and former Town employees revealed that the Town lacked adequate controls over its p-card program. Given these inadequacies, the Town's p-card program was and remains at risk for abuse. Indeed, the commissioner's purchases showcase the effects of deficient controls over p-card expenditures.

¹¹ Retrieved on September 18, 2023, from <https://www.gfoa.org/purchasing-card-policies-in-action>.

¹² The City of Wilton Manor's Purchasing Policies and Procedures are available at <https://www.wiltonmanors.gov/DocumentCenter/View/7649/WM-Purchasing-Policies-and-Procedures-Effective-10-01-2022?bidId=>.

¹³ The Town of Davie's Purchasing Policies and Procedures are available at <https://www.davie-fl.gov/DocumentCenter/View/19226/Town-of-Davie-Procurement-Policies-and-Procedures-Manual?bidId=>

1. The Town Had No Substantive Guidance Intended to Regulate P-Card Expenditures

To begin, it is beyond dispute that the expenditure of public funds must be used primarily for a public purpose.¹⁴ The expenditure of municipal funds must meet a municipal purpose.¹⁵ If that expenditure includes a private purpose, the private purpose can only be secondary or incidental in nature.¹⁶

The Town's guidance on p-card usage fell dismally short of communicating this requirement.

While GFOA best practices suggest that a p-card program's policy be a component of the organization's procurement policy, as of September 2023, the Town did not so much as have a finalized procurement manual in place, let alone one that outlined a p-card policy. Town employees told us that they used a draft procurement manual as guidance for the Town's purchases. We noted that the draft manual omitted a section on p-cards.¹⁷ This was despite the fact that the Town Commission adopted the Town's draft procurement manual on July 10, 2019, subject to the Finance Department's review and approval. (Exhibit 2) But none of the Town employees we spoke to, including the Town's last two former finance directors, were aware that the only thing that needed to happen for the draft procurement manual to become official was Finance Department's review and approval.¹⁸

Although the Town's Credit Card Policy dated February 6, 2018, (Exhibit 3) provided that a p-card holder could use his or her p-card for "trip-related" charges as well as charges for "conference registration/classes, airline tickets, hotels, meals and parking," it did not limit the card's use to such expenditures. Instead, the policy merely stated that the p-card holder could use the p-card to purchase "non-restricted commodities"¹⁹ and that the p-card was for "official Town business only," not personal use. However, the policy had no guidance as to what constituted purchases for "Town business," nor did it have limits to the amount of such purchases.²⁰ The p-card certification form the commissioner signed on March 27, 2020, prohibited expenditures that were not for town business and served a public purpose. (Exhibit 4) This similarly did not inform officials or employees that p-card expenditures were required to have a primary public purpose.

¹⁴ See Art. VII, s. 1, Fla. Const., implying the imposition of taxes and the expenditure of tax revenue is limited to public purposes.

¹⁵ AGO 98-81, December 27, 1998.

¹⁶ AGO 79-14, February 15, 1979.

¹⁷ While the July 2019 draft procurement manual listed a heading titled, "Credit Card Policy," the section was empty. The only thing that appeared was the placeholder comment, "Make sure to include." (Exhibit 1)

¹⁸ The fact that the Town is operating without a finalized procurement manual is especially concerning where the Town's procurement code directs that the Town Manager can unilaterally authorize purchases up to \$10,000.00. See Town Code of Ordinances Section 2-128(a).

¹⁹ The policy prohibited using p-cards for gift cards, tobacco products, alcohol, or cash advances.

²⁰ Up until May 3, 2022, the Town's p-card statements included a list of the Town's p-card holders with their respective spending caps. The last statement reflected a total of nine p-card holders with spending caps that ranged from \$2,000.00 to \$25,000.00. P-card statements from the Town's new bank did not include such a list.

The Town's May 31, 2011, Travel Policy, which was in effect until May 10, 2023, was equally as inadequate for the purpose of controlling p-card expenditures, as it only spoke to reimbursement, not p-card usage. (Exhibit 5) To the extent that Town staff looked to the Travel Policy for guidance on how much a p-card holder could spend on his or her p-card during travel, the policy indicated that the Town would reimburse travelers for "reasonable expenses incurred while on Town business as determined by Town Commission." Of course, this suggested that the Town Commission would decide the reasonableness of expenses for which a traveler sought to be reimbursed. It did not differentiate between same day travel, overnight travel, or travel over several days. It also offered no guidance or process as to how to determine reasonableness.

Like its Credit Card Policy, the Town's Travel Policy also had no limits on reimbursement amounts. For meals, travelers simply had to provide receipts with their reimbursement request if they exceeded the Town's per diem rate of \$10.00 for breakfast, \$15.00 for lunch, and \$25.00 for dinner. But the state further limits such reimbursements and, unless a political subdivision's laws conflict with the state law, the state law controls.^{21, 22} The State's per diem rate in 2011 was, and still is, \$6.00 for breakfast, \$11.00 for lunch, and \$19.00 for dinner.²³

The Town also reimbursed for mileage and "[n]ecessary related expenses" with proper receipts. Again, the policy provided no direction as to what expenses could be necessarily related to mileage or direction on the limits to those expenses. It also did not establish parameters for determining reimbursable local travel expenses.

Finally, the travel policy provided for reimbursement of lodging expenses as well as airfare. There was no limit on the amounts of either of those expenses. The only limit to the lodging expense was a requirement that the traveler get the Town Commission's prior approval if he or she intended to seek hotel reimbursement when an event was within 50 miles of the town.²⁴

The Town's woefully inadequate guidance on p-card usage enabled p-card holders to believe they could use the p-card for whatever they wanted if they could argue any connection to official Town business, versus a primary connection to official Town business.^{25, 26} This weakness in the Town's controls over p-card expenditures was exacerbated by the Town's

²¹ Section 112.061(1)(b), Fla. Stat.

²² On April 26, 2017, the former town attorney issued the Town Commission an opinion that it could not authorize per diem payments exceeding the amounts pronounced in section 112.061(6), Fla. Stat. (Exhibit 6)

²³ Section 112.061(6)(b), Fla. Stat.

²⁴ The Town's Travel Policy that went into effect May 10, 2023 (Composite Exhibit 7), limited reimbursement of meals to those not included in a conference registration and at per diem rates as provided by the Federal GSA website. It also did not limit the meal cost when a traveler used the Town's p-card. But to the extent that Florida Statutes Sec. 112.061 conflicts with the Town's Travel Policy, the state law controls.

²⁵ Notably, the United States Office of Personnel Management's Purchase Card Program Policy, Revision 2, authorizes purchasing card transactions that are "necessary for the conduct of Government business" Retrieved on September 14, 2023, from <https://www.opm.gov/about-us/doing-business-with-opm/contracting-opportunities/policies-regulations/13301opmpurchasecardprogram.pdf>.

²⁶ Wilton Manors and Davie only allowed p-card holders to use their p-cards to pay for purchases that the city and town had already authorized, thereby suggesting that the municipality had already determined the purchase was for a public purpose.

failure to at least limit the amounts that can be spent on any given purchase. Such fundamental deficiencies in the Town's authority placed and continue to place the Town at critical risk for p-card abuse.

2. *The Commissioner's P-Card Purchases*

As explained above, between September 18, 2019, and June 7, 2022, at least 200 transactions totaling \$35,305.09 appeared on the commissioner's p-card statements. We took a sample of 37 transactions, as reflected below, and discussed many of them with him.

**OIG Table 1:
Sample of 37 Commissioner's Purchasing Card Expenditures Between
September 2019 and June 2022**

No.	Date	Vendor	Amount	Description
1	9/19/2019	GG's Waterfront	\$99.53	"XMAS Menu Testing"
2	1/14/2020	Peachtree	\$57.78	Sign Studio Invoice for (6) "Code Enforcement Black Ready to Apply 28" Wide"
3	1/29/2020	PayPal *VET TIX	\$14.97	Payment to Veterans Tickets Foundation
4	1/30/2020	Race Trac (491)	\$30.00	No Receipt Provided
5	2/14/2020	Amazon.com	\$482.49	(2) "Tiny Library, with window walls..."
6	2/25/2020	Race Trac (491)	\$30.00	Fuel - "Building Dept car."
7	3/2/2020	National League of Cities	\$1,005.00	NLC Registration ²⁷
8	2/25/2020	Untoasted	\$30.35	Food - "Meeting 2/25/02"
9	3/21/2020	Einstein Bros Bagels	\$73.78	Variety of food
10	3/21/2020	Einstein Bros Bagels	\$2.56	Drink
11	3/28/2020	Einstein Bros Bagels	\$58.73	Variety of food - "Comm. Jacobs Visa (Coronavirus - food giveaway)"
12	3/28/2020	Einstein Bros Bagels	\$2.99	Drink - "Comm. Jacobs Visa (Coronavirus - food giveaway)"

²⁷ While the top portion of the invoice is cut off, the legible portion appears to read "Financial Summary for Joy Brown." The total amount of \$1,005.00 is the sum of \$615.00 charged on January 10, 2020, \$90.00 charged on February 19, 2020, and \$300 charged on March 2, 2020.

No.	Date	Vendor	Amount	Description
13	3/27/2020	Lyft	\$22.12	"Trip Purpose: Press confrence [sic]" ²⁸
14	4/18/2020	Einstein Bros Bagels	\$71.98	Variety of food – "food drive thru giveaway"
15	5/1/2020	Apple App Store	\$4.99	JPG to PDF Full Version
16	5/2/2020	Einstein Bros Bagels	\$76.36	Variety of food – "food giveaway"
17	5/6/2020	Apple App Store	\$29.99	Roadtrippers Plus
18	5/16/2020	Einstein Bros Bagels	\$89.17	Variety of food – "food giveaway"
19	5/16/2020	Dominos	\$134.43	Delivery – "food giveaway"
20	5/20/2020	Untoasted	\$46.10	Food/drinks – "COMM WORK MEETING"
21	5/23/2020	Einstein Bros Bagels	\$87.76	Variety of food – "food giveaway"
22	5/29/2020	Untoasted	\$43.73	Food/drinks – "commission"
23	5/30/2020	Einstein Bros Bagels	\$75.83	Variety of food – "food giveaway"
24	6/10/2020	Best Buy	\$47.80	Electronics accessories – "Comm. Misc."
25	7/8/2020	GG's Waterfront	\$55.08	Food – "Xmas luncheon [sic] setup meeting"
26	9/16/2020	GG's Waterfront	\$77.50	Food - "Holiday Luncheon [sic] MEETING W/E.C./G.M."
27	11/4/2020	Amazon.com	\$139.99	19" Ring Light w/Remote Controller
28	12/2/2020	Amazon.com	\$81.31	400W Bluetooth Loudspeaker PA
29	1/8/2021	Untoasted	\$73.18	Food – "Meeting HR/Clerk Police,Staff,evals"
30	1/19/2021	Untoasted	\$36.59	Food – "Town [illegible] lunch/Meeting Town [illegible]"
31	6/8/2021	Untoasted	\$65.30	Food – "Meeting HR/Personal[sic]/Time/Public Works"
32	7/12/2021	Florida League of Cities	\$550.00	FLC 2021 Annual Conference
33	7/28/2021	Harbor Freight	\$646.23	(4) Masks & Gun Safe
34	12/17/2021	GG's Waterfront	\$1,000.40 ^{29, 30}	(37) Lunch/Brunch; (3) Children; Valet 32 cars
35	12/20/2021	Kwik Stop	\$46.99	Fuel – "X-101 Milage [sic] 97"

²⁸ The receipt was in someone else's name.

²⁹The \$1,000.40 charge amounted to \$925.40 plus \$75.00 additional tip.

³⁰ The total cost of the luncheon, with automatic gratuity, was \$2,525.40. The receipt reflected the application of a \$1,600.00 gift card. We observed that, on December 7, 2021, the commissioner used his p-card to make a \$1,600 purchase at GG's Waterfront. (Exhibit 8)

No.	Date	Vendor	Amount	Description
36	12/21/2021	Sunshine Shell (271)	\$32.10	Fuel – “X-106 Milage [sic] – 535”
37	5/27/2022	United Airlines	\$1,892.20	Round Trip Airfare FLL-RNO-FLL
Total			\$7,315.31	

We questioned whether the commissioner made purchases that were personal in nature without having a primary public or municipal purpose and whether transactions were made without his knowledge. For this sample of transactions, except for two expenditures he said he could not recall, he offered explanations for their purpose that bore at times just a slight connection to town business.

For instance, we noted that the transactions included several food-related purchases. Regarding his September 19, 2019, purchase at GG’s Waterfront, a restaurant in Hollywood, the commissioner told us that he paid for his and the Town Events Coordinator’s meals. According to him, the Town commission had the two go to GG’s to sample the food and to decide on a location for the Town’s holiday luncheon, which is how he also explained his September 16, 2020, purchase. Similarly, the July 8, 2020, GG’s purchase was for meals during a holiday luncheon set up meeting.

The commissioner also used his p-card to pay the \$1,000.40 balance of a town luncheon on December 17, 2021. According to the receipt, the luncheon included 37 guests, three children, and valet for 32 cars. He told us the guests represented the Town’s entire staff and his children. The price of three children meals cost \$60 total. Per the commissioner, the Town Events Coordinator used his (the commissioner’s) card to pay for the event.

Regarding his purchases at Untoasted, a restaurant in Pembroke Park, the commissioner explained he conducted private meetings with staff members at Untoasted because when he conducted them at town hall, it often led to information being spread around before the meeting even ended. He also told us that, after police officers completed their training, he would show them the area and would finish the tour with a meal at Untoasted. He did the same for interns that became permanent hires to show them his appreciation.

In explaining his Einstein’s Bros. Bagels and Domino’s purchases, the commissioner told us that community members and town staff volunteered to distribute food supplies during local drives. On several occasions, the Town Events Coordinator asked him to pick up coffee, bagels, and pizza to feed the volunteers during these events. We noted that the commissioner did appear to, for the most part, buy bagels and coffee in bulk at Einstein Bros Bagels. However, his purchases also included custom bagels, such as a cheesy hashbrown bagel, spinach Florentine bagels, and a chocolate chip bagel with strawberry smear, as well as individual cold drinks.

To the extent the receipts reflected the purchase of egg sandwiches, the commissioner indicated that he provided a specific person in the community with a breakfast sandwich and

Gatorade to help with her diabetes. Sometimes he provided breakfast sandwiches to staff members as well.

The commissioner also used his p-card to pay for gas and other travel expenses. The commissioner recalled that on January 30, 2020, he purchased gas at RaceTrac when he and the Town's former chief of police went to Boca Raton to pick up a police vehicle. On February 25, 2020, he bought gas at RaceTrac for a building department car. He did not recall buying gas either at Kwik Stop on December 20, 2021, or at Sunshine Shell on December 21, 2021. He also did not recognize the handwriting on the receipts. He speculated that someone made these purchases when he loaned out his p-card.

While he recalled the Florida League of Cities Annual Conference that took place from August 12, 2021, through August 14, 2021, he said that he did not make the July 12, 2021, purchase that appeared on his p-card for his registration. The handwriting on the confirmation belonged to the Town Events Coordinator, so he speculated that either he lent her his card or she used a copy of his p-card that she had in her possession. However, he did recall purchasing a plane ticket on May 27, 2022, in the amount of \$1,892.20 for the United States Conference of Mayors meeting that took place in Nevada from June 3 through June 6, 2022.³¹

The commissioner also purchased goods from Amazon, Apple, Best Buy, and Harbor Freight. He explained that, on February 14, 2020, he bought two Tiny Library units from Amazon for \$482.49.³² The Town had three of them and he planned to install another unit on Father's Day.

On May 1, 2020, he purchased a JPG to PDF Full Version application for his iPad. According to the commissioner, he purchased it for Town business and at the Town Information Technology ("I.T.") official's direction. He renewed his download of the Roadtrippers Plus application on May 6, 2020, for \$29.99 as he was using the application to find open gas stations during COVID.

We spoke to the Town I.T. official about the commissioner's purchases of applications. He said the commissioner did not consult him about purchasing any applications. He explained that the commissioner should have never purchased applications such as JPG to PDF Full Version, Roadtrippers, PDF Expert Pro, PDF Editor Reader, and Canva, as the Town I.T. official had the ability to provide Town staff and officials with most of the applications they needed to perform their functions at no extra cost.

On June 10, 2020, the commissioner purchased power cables and chargers for \$47.80 from Best Buy in Arizona. According to him, he did not have cables to power and recharge his devices while he was at a conference there. When he arrived at the conference, he realized his device charger was broken, so he purchased a replacement charger.

³¹ The commissioner told us that the cost of airfare was expensive due to peak industry rates at that time, not because the ticket was purchased so close to the date of the event.

³² According to the commissioner, the Town budgeted for these items.

As for his purchases of a 19" ring light with remote control and stand on November 4, 2020, for \$139.99 and a portable Bluetooth PA loudspeaker on December 2, 2020, for \$81.31, both from Amazon, he alleged that these purchases were for town business.

Finally, the commissioner told us he bought a gun safe from Harbor Freight on July 28, 2021, for \$599.99. Per the commissioner, the town was building a police department and needed the gun safe because it received firearms and had no secure place to store them.³³

The commissioner could not explain either the January 14, 2020, Peachtree purchase for \$57.78, or the January 29, 2020, Veterans Tickets Foundation ticket purchase for \$14.97. He speculated that the Peachtree purchase was made by someone else when he loaned out his card. The Veterans Tickets Foundation purchase had to be town related or he would not have forwarded the receipt to the Finance Department. This was despite the fact that the receipt showed a ticket was shipped to his house.

3. The Commissioner's P-Card Use Exemplified the Consequences of Inadequate Guidance

As the commissioner failed to articulate the correct standard for the purpose of town expenditures, his p-card purchases showcased the effects of inadequate guidance within an organization's p-card program. It was evident that the commissioner routinely made p-card purchases without regard for whether the purchase primarily served a public or municipal purpose and without regard for cost. For instance, there was no primary public purpose to purchasing a car charger to replace his personal one while he was in Arizona. Nor was there a primary public purpose to purchasing applications for his iPad when many of the applications he needed to conduct the Town's business were available for free. We likewise failed to see a primary public purpose in purchasing a set of AirPods Pro with his name and former Town title engraved on them for \$266.43. (Exhibit 9)

However, the commissioner's food purchases especially highlighted the Town's inadequate guidance.

Between September 18, 2019, and June 7, 2022, there was approximately \$9,700.00 worth of transactions at restaurants and other food vendors on the commissioner's p-card statements. Throughout our scope, the commissioner told us he frequented various restaurants as well as routinely used his p-card at such establishments as Einstein Bros. Bagels, Domino's Pizza, and Untoasted. Regarding those purchases that appeared in our sample, the commissioner explained that he often purchased food for staff and volunteers at Town events, as well as paid for lunch meetings with Town staff at Untoasted on occasions when he wanted a more private discussion. He also charged meals to his p-card for food tastings for holiday events and holiday event planning. In fact, payment for actual holiday events appeared on his p-card statements. The commissioner's food purchases, altogether, were questionable in the absence of a recognizable primary public purpose or Town policy specifically approving the use of a p-card

³³ OIG staff went to Town Hall and observed a ring light and a gun safe there. Town staff could not produce a portable Bluetooth PA loudspeaker.

for such purchases.^{34, 35} This was especially true for food purchases which reflected the purchase of children's meals. (Exhibit 10)

Town Staff Did Not Enforce the Minimal Controls That Existed In the Town's Authority

A review of the Town's Credit Card Policy showed limited prohibitions. For instance, p-card holders could not use their p-card for personal purchases. Also, the only people authorized to use a p-card was its holder or holder's administrative assistant. Furthermore, the policy required the submission of documentation to support p-card purchases and its "legitimate business purpose." However, Town staff did not enforce those controls, given what can only be described as the Town's overall contentious climate and volatility.

The Town Accounts Payable Clerk explained that each month the town received credit card statements from the bank detailing credit card purchases. She reviewed the bank statements and compared the purchases to the receipts and invoices the cardholders provided to her. If she discovered any receipts or invoices were missing, she requested them from the department.

After entering the statement's relevant information into a spreadsheet she personally maintained, the Accounts Payable Clerk forwarded the credit card documentation to the Finance Director, who reviewed the documentation and determined the appropriateness of the purchases. The Finance Director also reviewed the user's compliance with the credit card usage rules. After the Finance Director completed a review of those records, the Town Manager got them for final approval.

However, the Accounts Payable Clerk typically paid the balance due on the statements before the Finance Director completed his review. As such, if there were any issues, they addressed them after the fact.

One of the Town's former finance directors, Finance Director 1, began with the Town in October 2018. The Town terminated him in April of 2022. He described his relationship with the commissioner as contentious because, according to him, he was the only person to stand up to the commissioner. In his view, the commissioner led the effort to terminate him.

Finance Director 1 did not see the Town's Credit Card Policy until he came across it on his own. This was despite the facts that the Town had to provide it to those issued a credit card and that he had one.³⁶ He did not believe the Town had any formal discretionary spending or travel policies.

³⁴ To the extent that the Town may have budgeted for such food purchases, they remain concerning where providing food to employees and other individuals is generally not a proper necessary expense of an agency at the federal level. *Use of Appropriated Funds to Purchase Food* (2022, September 29). Office of the General Counsel. Retrieved on September 18, 2023, from <https://ogc.commerce.gov/page/appropriations-law-food>.

³⁵ The Palm Beach County Office of the Inspector General has opined that the purchase of food on p-cards are more likely to be considered a permissible use of public funds where a municipality follows written policies regarding expenditures that have been adopted by its governing body. *Ensuring That Spending Has A Clear Public Purpose* (2015, February). Office of the Inspector General Palm Beach County. Retrieved on September 18, 2023, from https://www.pbcgov.org/OIG/docs/advisories/Tips_And_Trends_2015-0002.pdf.

³⁶ It was evident that he had not reviewed the Credit Card Policy. He believed it was appropriate for p-cards to be loaned or used by others so long as receipts were provided despite the policy's prohibition.

To the best of his knowledge, there were policies voted on as resolutions, but once the Town Clerk received the required signatures, the documents were generally filed away and not seen by himself or by staff. He had not seen the Town's Travel Policy.

He told us that there were two commissioners, one of which was the commissioner at issue here, who routinely used their p-cards in questionable ways. The two commissioners purchased food and made tips with their p-cards, and he did not see those uses as Town business.

Finance Director 1 questioned the commissioners' purchases through the former town manager. He also used Finance staff as buffers when he attempted to address questionable purchases. He did not do so directly, as he feared that it would impact his employment status. He also avoided attempts to hold cardholders accountable for fear of losing his job. He was hesitant about seeing the commissioners' credit card purchases because he questioned if the purchases were business related or personal. He spoke with the former town manager about his concerns, but nothing changed. In the end, Finance Director 1 simply tied the expenditure to a receipt in his monthly review, and otherwise understood "you go, you do your job, you keep your mouth shut. It's that simple."

The former town manager told us the Town did not have a travel policy. While the Town had a Credit Card Policy, he was not familiar with it. However, he approved the card's monthly statement payments and forwarded the packets showing the reconciliation of those statements to the commission for their review. Given language within the Town Employee Handbook that work-related travel should not be used as an opportunity to spend lavishly, the former town manager opined that the Town should just give travelers the meal allocations provided by Florida Statutes. He always wanted to implement a per diem policy in the town, but he received resistance from higher up the chain. However, he did not reject any credit card purchases despite recognizing their questionable nature.

Although the Town's other former finance director, Finance Director 2, joined the Town at the end of our scope of review, his observations confirmed the tone among Town staff. Referring to the Town's climate as a "political rollercoaster," Finance Director 2 told us that the commissioner ran the town and was involved in matters normally reserved for staff. Given the work environment, "people [were] like afraid."

Recommendations and Conclusion

On February 2, 2018, our office, in its report titled *Misconduct and Gross Mismanagement in the Town of Pembroke Park's Procurement of Professional Engineering Services*, recommended, among other things, that the Town "[d]raft and publish a written procedures manual for procurement, accounts payable, and other critical finance functions." We are disappointed to see that the Town has yet to finalize a comprehensive procurement manual covering all aspects of procurement, including p-card program controls, over five years later. As a result of this lapse, the Town has placed itself at great risk of fraud and waste resulting from uncontrolled p-card usage.

In light of our observations here, we urge in the strongest of terms the following actions:

- Within 60 days of the publication of this memorandum, finalize a procurement manual that includes substantive guidance as to the Town's Purchasing Card Program. This guidance should include at least a clear, objective definition of what constitutes "official Town business," or whatever term it chooses to communicate that expenditures must be primarily for a public purpose. It should also include maximum amounts that can be spent according to category, a prohibition on p-card purchases of food or beverage that do not serve a primary public purpose, and a prohibition on allowing anyone other than the cardholder to use the p-card. We recommend the Town review other municipalities', the County's, and the State's p-card policies for direction.
- Within 60 days, issue a directive to staff and commission members to follow the parameters found within the state's law on per diem and travel expenses for public officers and employees, Florida Statutes Section 112.061, and additional requirements of the Town's Travel Policy, regardless of whether expenditures are made by p-card, are reimbursed, or are advanced. Should the town commission wish to supplant any of the provisions within that law, it has the right to do so, but only by way of ordinance or a charter change.³⁷
- Use objective measures to determine which Town officials and staff require the issuance of a p-card given their roles and responsibilities and re-evaluate current p-card assignments accordingly.
- Require each p-card user to execute an agreement to abide by the Town's Purchasing Card Program, any Town-codified travel rules, and the provisions of Florida Statutes Section 112.061 upon receipt of a Town p-card and whenever the p-card or travel rules change.
- Require immediate supervisors to give advance written authorization for staff p-card purchases in addition to director-level post-purchase approval, and require the town commission to give authorization for or approve town manager and commissioners' p-card purchases either in advance or before processing payment.
- Require the p-card user to submit in writing the primary public purpose for the expenditure on the document submitting the charge for approval and payment.
- Train all Town officials and staff on the Town's existing and new policies and procedures, including those delineated in the finalized procurement manual.
- Encourage Town staff to reject questionable expenditures and create a process by which they can do so without fear of repercussion.

³⁷ Section 112.061(1)(b), Fla. Stat.

- Enforce accountability standards for all Town officials and staff, including p-card revocations for those holders who repeatedly violate p-card policies.
- Ensure that p-card holders are not paying sales tax on applicable purchases and that there is recoupment when the Town improperly pays sales taxes.

The OIG cannot overstate the seriousness of the Town's deficiencies and the risks to which it is exposing itself by continuing to permit officials and employees to use p-cards without proper controls and oversight.

The Town's officials and employees can no longer claim ignorance of the situation. We hereby notice the Town that, should it continue to tolerate unchecked p-card use, these risks include, in the near future, the OIG reopening this matter as an investigation into whether Town commission and management members have engaged in gross mismanagement and whether any individual p-card users have engaged in misconduct such as corrupt misuse of position or theft.

The OIG will conduct a follow-up review in 60 days to determine what efforts the Town has made to address the observations made in this memorandum.

cc: Aleem Ghanny, Acting Town Manager
Jacob Horowitz, Interim Town Attorney

EXHIBIT 1



PURCHASING MANUAL

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Table of abbreviations

CCNA	Consultants' Competitive Negotiation Act
ITB	Invitation to Bid
ITN	Invitation to Negotiate
OSHA	Occupational Safety and Health Act
PO	Purchase order
PRF	Purchasing Requisition Form
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Qualification
RLI	Request for Letters of Interest

TERMINOLOGY

For the purposes of this manual, the following terms are used.

Town: Town of Pembroke Park

Director: the staff person assigned the responsibility of all fiscal processes for the **Town**.

Buyer: The Department or authorized individual who is making a purchase to fulfill a legitimate **Town** purpose.

Bidder: The vendor, offeror, proposer, respondent, contractor or provider of goods and services who is responding to a **Town** solicitation for goods or services.

Specifications: may also refer to scope of work.



Pembroke Park Purchasing Manual

CHAPTER 1: PEMBROKE PARK PURCHASING CODE (ARTICLE V)

The **Town** Purchasing Ordinance (No. 18-01-01) provides the basics for this manual or guideline establishing procedures and mechanisms for how to implement the policy as provided by the **Town** Purchasing Ordinance as well as other applicable state and federal governing policies.

Sec. 2-121. Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (a) Addenda or Addendum. Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding documents or the contract documents.
- (b) Business Location. A permanent office or other site where the **Bidder** operates, conducts, engages in, or carries on all, or a portion of, its business. A post office box shall not be sufficient to constitute a business location.
- (c) Change Order. Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. The changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, the changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.
- (d) Chief Procurement Officer. The individual responsible for the procurement of commodities and services as well as the management and disposal of commodities. The Town Finance and Budget Director is the *ex officio* Chief Procurement Officer.
- (e) **Town** Standard Commodities. Those situations where the **Town** has determined that a particular style, brand, make, or model is the only type that meets the **Town's** requirements for performance, compatibility, or other salient characteristics.
- (f) Commodities. Personal property, including, but not limited to, goods, supplies, apparatus, equipment, material, and other forms of tangible personal property.
- (g) Contractor. Any person or business entity having a contract with the **Town**.
- (h) Cooperative Purchasing. Situations where the **Town** participates in joint procurement of commodities or services with other public entities within the state, in order to obtain lower prices through greater purchasing volume.
- (i) Invitation for Bid. A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or



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services for which bids are sought. The invitation for bid shall be used when the **Town** is capable of specifically defining the scope of work for which a service is required or when the **Town** is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to **Bidder**, plans, drawings, and specifications, if any, bid form and other required forms and documents to be submitted with the bid.

- (j) Purchase Order. A document by which the **Town** acquires goods and services at a stated price, specifying all the terms and conditions of a proposed transaction, such as a description of the required items, delivery schedule, terms of payment and transportation.

A purchase order is required for purchases of goods or services in an amount greater than \$1,500.00. The Chief Procurement Officer is authorized to pay the amount stated in the purchase order after Town Commission approval.

- (k) Quotations. Unsealed facsimile or written bids for commodities or services.
- (l) Request for Letters of Interest. A written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interests shall include, but is not limited to, general information and submission deadline. The **Town** shall engage in competitive negotiations with responsible **Bidders** determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. **Bidders** shall be accorded fair and equal treatment with respect to any opportunity for discussion.
- (m) Request for Proposals. A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The **Town** may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.
- (n) Request for Qualifications. A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The **Town** may engage in competitive negotiations with responsible **Bidders** determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. **Bidders** shall be accorded fair and equal treatment with respect to any



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opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

- (o) Responsible Bidder, Responsible Offeror, or Responsible Proposer. A person or business entity having the capability in all respects to perform fully the contract requirements and sufficient experience, ability, reliability, capacity, facilities, equipment, financial resources, and credit to give the **Town** a reasonable expectation of good faith performance, determined solely within the **Town's** discretion.
- (p) Responsive Bidder, Responsive Offeror, or Responsive Proposer. A person who has submitted a bid, offer, or proposal that conforms in all material respects to the invitation for bid, request for letters of interest, request for qualifications, or request for proposals, determined solely within the **Town's** discretion.
- (q) Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- (r) Sole-Source. The commodities or services are available from only one responsible **Bidder**. Specific criteria for sole-source purchases are set forth in the Procurement Procedures Manual.
- (s) Surplus Property. Any personal property belonging to the **Town** that is capable of being used but is in excess of the normal operating requirements of the **Town** or which is no longer being used or which has become obsolete, worn out or scrapped.
- (t) Using Department. Any Department, agency, Commission, bureau, or other unit in the **Town** government using commodities or procuring services as provided in this article.

Sec. 2-122. Procurement Responsibility.

The procurement of commodities and services shall be under the supervision of the Chief Procurement Officer, or designee.

Sec. 2-123. Compliance Required.

It shall be unlawful for any **Town** officer or employee to purchase any commodities or services or make any contract within the purview of this article unless there has been compliance with the requirements of this article. Any purchase made, or contract executed contrary to the provisions hereof shall be null and void, and the **Town** shall not be bound thereby.



Pembroke Park Purchasing Manual

Sec. 2-124. Procurement of Commodities or Services in an Amount less than \$25,000.00.

- (a) The **Town** Manager, or designee, or designee of the Town Commission, may authorize the purchase of services or commodities in an amount less than \$1,500.00 without the approval of the **Town** Commission.
- (b) The purchase of services or commodities in an amount in excess of \$1,500.00 requires the prior approval of the **Town** Commission at a regular or special meeting, except as may otherwise be provided in this article.
- (c) The purchase of services or commodities in excess of \$5,000.00 shall be permitted only after written competitive proposals from at least two (2) different sources are received by the **Town** Commission for consideration, and the **Town** Commission approves the most responsible and responsive proposal.
- (d) The purchase of services or commodities in excess of \$10,000.00 shall be permitted only after written competitive proposals from at least three (3) different sources are received by the **Town** Commission for consideration, and the **Town** Commission approves the most responsible and responsive proposal.

Sec. 2-125. Regular, Recurring Procurements.

The **Town** Commission may, by resolution from time to time, provide for the payment of certain services or commodities which are procured on a regular or recurring basis, either pursuant to contract or otherwise, without the requirement of a purchase order for same, or the submission of such invoice to the **Town** Commission for individual approval.

Sec. 2-126. Competitive Bidding or Competitive Proposals Required; Exceptions.

- (a) A purchase of or contract for commodities or services that is estimated by the Chief Procurement Officer or Using Department to cost more than \$25,000.00 shall be based on competitive bids or competitive proposals as determined by the Chief Procurement Officer or Using Department, except as specifically provided herein.
- (b) For all capital improvement projects where the services of professional architectural, engineering, landscape architectural, or survey and mapping services are required, the Chief Procurement Officer or Using Department, with the approval of the **Town** Commission shall determine the project delivery method to be utilized to complete the project and shall present the recommendation as part of the request for approval of bid advertisement as required in Section 2- 127.
- (c) Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:



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- (1) Emergency purchases. In urgent cases of compelling emergency that require the immediate purchase of commodities or services, the **Town** Manager a Director, or designee, is empowered to waive competitive bidding or competitive proposals and authorize the Chief Procurement Officer, or designee, to secure by open-market procedure any commodities or services, notwithstanding the estimated cost of the commodities or services.

It is recognized that not all situations or occurrences can be anticipated. Emergency situations may include, but are not limited to, imminent danger to life safety, health, property, or breakdowns of equipment that may cause serious curtailment of services to residents. Examples of these purchases are repairs for vehicles, broken water and sewer lines, and hurricane or other disaster purchases during a declared disaster. Any Department head who authorizes an emergency purchase pursuant to this section must seek oral or written approval from the **Town** Manager, or designee, (only required during normal business hours), and must provide a written explanation of the emergency to the **Town** Manager, or designee, as early as possible, but not later than twenty-four (24) hours after the purchase and provide a copy of written explanation to the Finance and Budget Department. **Town** Commission approval or confirmation shall be required when the amount of the emergency purchase exceeds \$1,500.00. Emergency purchasing procedures may not be implemented to procure goods or services required to perform normal **Town** operations. Failure to anticipate normal operating needs shall not be considered grounds for an emergency situation.

- (2) Professional services. Contracts for professional services involving peculiar skill, ability, experience, or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from this section; however, state laws, such as the Consultants' Competitive Negotiation Act (CCNA) to the extent applicable, shall be followed.
- (3) **Town** standard, single-source and sole-source commodities or services. **Town** standard, single-source and sole-source commodities or services are exempt from this section.
- (4) Disaster preparedness. Contracts for purchases of commodities or services that are made in contemplation and preparation for and in response to the occurrence of a natural or man-made disaster or civil unrest, where time or availability rather than price is the controlling factor, are exempt from this section.
- (5) Utilization of other governmental agencies' contracts. Commodities or services that are the subject of contracts with the State of Florida, its political subdivisions or other governmental entities located within the State of Florida, including the United States government, are exempt from this article, provided, however, that this section shall apply only if the contract expressly permits or if the awarding jurisdiction or the **Bidder** agrees to allow the **Town** to purchase on the same terms and conditions, and if either:
 - (i) the commodities or services are the subject of a price schedule negotiated by the state or federal government or by competitive bid by another Florida governmental agency and not on any preference; or



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(ii) the price offered for the commodity or service exactly equals or is lower than the governmental contract from **Bidders** awarded the governmental contract.

Where an award is made pursuant to this section, the terms, and conditions agreeable to the **Town** may be used in lieu of those terms and conditions of the contract with the other governmental agency.

- (6) Cooperative purchasing. Cooperative purchasing plans are exempt from this section.
- (7) Exclusions from competitive procurement requirement. The following contractual services are not subject to the competitive procurement requirement:
- (A) Academic program reviews or lectures or seminars by individuals;
 - (B) Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration;
 - (C) Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like;
 - (D) Maintenance service of equipment when considered to be in the best interest of the **Town** and recommended by the Using Department and the services to be performed are by the equipment manufacturer, manufacturer's service representative or a distributor of the manufacturer's equipment, the services may be procured without following the competitive sealed bid process;
 - (E) Advertising for the purpose of public notifications;
 - (F) Utilities, including but not limited to electric, water and communications;
 - (G) Copyrighted materials, except computer software; or
 - (H) Food, clothing, and other promotional items purchased for resale or distribution to the public.
- (8) Additional exclusions. The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The **Town** Manager, or designee, may determine if a contractual service must be procured through the competitive procurement process, if not expressly indicated herein.
- (9) Best interest of the **Town**. Purchases of and contracts for commodities or services are exempt from this section when the **Town** Commission declares by a majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the **Town**. The **Town** Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the **Town** Commission consent agenda.



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- (d) Any other provision of this section to the contrary notwithstanding, **Town** purchasing shall be conducted in accordance with applicable state law, including Section 180.24, Florida Statutes, and Section 255.20, Florida Statutes, as may be amended.

Sec. 2-127. Competitive Bidding Procedure.

The competitive bidding procedures below shall be followed:

- (a) *Presentation to **Town** Commission.* All competitive bidding or competitive proposal solicitations as defined in Section 2-126 shall be presented to the **Town** Commission for consideration prior to advertisement.
- (b) *Advertisement for bids required.* Notice of the competitive bid shall be advertised in a newspaper of general circulation in the **Town** of Pembroke Park not less than ten (10) days prior to the date set forth in the notice for the opening of bids or proposals.
- (c)
- (1) Bid deposits. When deemed necessary by the Chief Procurement Officer or Using Department, bid deposits or sureties shall be prescribed in the public notice inviting bids. A successful bidder shall forfeit any deposit or surety required by the Chief Procurement Officer or Using Department upon failure on its part to enter into a contract with **Town** within 15 days after the bid award.
 - (2) Deposit requirements. Each bid, where so required in the bid documents, must be accompanied by a bid bond, a cashier's check, or certified bank check in an amount of not less than five percent (5 %) of the total bid amount. The applicable bid documents will specify the details of individual bid requirements. Unless otherwise stated in the bid documents, the bid security of the successful bidder will be retained by the Chief Procurement Officer until such bidder has executed and furnished to the **Town** an agreement and required contract security. Upon receipt of the executed agreement and contract security, the bid security will be returned. If the successful bidder fails to execute and deliver the agreement or fails to furnish the contract security within the time required by the bid documents after the notice of award, the **Town** may cancel the notice of award and the bid security of the successful bidder shall be forfeited to **Town**. The bid security of other **Bidder** whom the **Town** determines to have a reasonable chance of receiving the award may be retained by the **Town** until the time specified in the bid documents. Bid security for bids which are deemed not competitive will be returned within seven (7) days after the bid opening.
 - (3) Sureties on performance. All competitive bids seeking commodities or services in excess of \$25,000.00, shall include as a requirement of such advertised bids a performance bond in the total contract amount. The Chief Procurement Officer, in his or her discretion, may require such performance bonds for bids seeking commodities or services in an amount less than \$25,000.00. The **Town** Manager shall have the discretion to waive the performance bond requirement in the event of an emergency. Any bonding company



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providing bid surety must be listed on the United States Department of Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by Best's Key Rating Guide, published by A.M. Best Company, and be authorized to do business in the state.

- (d) *Addenda.* Written addenda will be issued when changes, clarifications, or amendments to the Invitation for Bids are deemed necessary.
- (e) Bid opening procedure.
- (1) Sealed bids shall be submitted to the Deputy **Town** Clerk, or designee, at such location as designated in the bid documents, and shall be identified as bids on the envelope.
 - (2) Bids shall be opened in public at **Town** Hall by the Deputy **Town** Clerk, or designee, at the time and place stated in the public notice. All bids shall be publicly announced at the time of opening.
 - (3) A tabulation of all bids received shall be posted for public inspection.
 - (4) No late bids shall be accepted or opened, and, if received after the date and time called for in the bid notice, shall be retained unopened by the Deputy **Town** Clerk.
 - (5) Failure to properly sign a bid shall invalidate the bid and it shall not be considered.
 - (6) All bids opened shall contain a copy of the bid to be filed in the Clerk's office.
 - (7) The **Town** reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the **Town** Manager.
- (f) *Rejection of bids.* The **Town** Commission may reject any bids, parts of all bids or all bids for any one or more commodities or services included in the proposed contract when the public interest will be served thereby. The Chief Procurement Officer shall not accept a bid from a contractor who is known to be in default on the payment of taxes, licenses, or other moneys due the **Town**.
- (g) *Contracts award criteria.* Contracts shall be awarded to the lowest responsive, responsible bidder. In determining the "lowest responsive, responsible bidder," the Chief Procurement Officer shall consider:
- (1) The prices contained in the bid;
 - (2) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - (3) Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (4) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - (5) The quality of performance of previous contracts or services, including, but not limited to, contracts or services with **Town**;
 - (6) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;



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- (7) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - (8) The quality, availability and adaptability of the commodities or services to the particular use required;
 - (9) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - (10) The number and scope of conditions attached to the bid by bidder;
 - (11) The overall cost to the **Town**;
 - (12) Whether the bidder is involved in any pending litigation with the **Town**; and
 - (13) The best interests of the **Town**.
- (h) *Determination and findings statement.* When the award is not given to the most responsive, responsible bidder, a determination and findings statement shall be prepared by the Chief Procurement Officer and filed with the other papers relating to the transaction.
- (i) Tie bids.
- (1) If the determination of lowest responsive, responsible bidder results in a tie, the contract may be split when it is to the **Town's** advantage as determined by the Chief Procurement Officer or Using Department.
 - (2) If the Chief Procurement Officer determines not to split the bid, the contract shall be awarded by first preference to businesses with drug-free workplace programs as described in Section 2-136, and then by publicly drawing lots.
- (j) Prohibition against subdivision. No contract for purchase of goods or services may be subdivided to avoid the requirements of this section.
- (k) Inspection of bids. Inspection of the **Town's** formal bids and proposals shall be conducted in accordance with applicable state law, including Chapter 119, Florida Statutes, as amended.

Sec. 2-128. Competitive Negotiations.

When the use of competitive bidding is not in the best interest of the **Town** for a purchase of, or contract for, commodities or services estimated to cost in excess of \$25,000.00, the commodities or services may be purchased by competitive negotiations.

A request for proposals, a request for qualifications, or a request for letters of interest shall be issued by **Town** in lieu of competitive bidding. Adequate public notice of the solicitation shall be given in the same manner as provided in Section 2-127. Other procedural provisions applicable to the sealed bid process shall also apply. To assure full understanding of and responsiveness to the solicitation requirements and full understanding of qualified proposals or offers, discussions may be conducted with qualified proposers or **Bidders** who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and



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responsiveness to, the solicitation requirements.

The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best the and final proposals or offers. The contract award shall be made to the responsible proposer or **Bidder** whose proposal or offer is determined to be the most advantageous to the **Town** taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A written summary of the basis on which the award is made shall be included in the contract file.

Sec. 2-129. Award of Contract.

- (a) An initial purchase of, or contract for, commodities or services, in excess of \$25,000.00, shall require the prior approval of the **Town** Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed. Emergency purchases, however, as described in Section 2-126, shall not require advance **Town** Commission approval. In such emergency situations, the **Town** Manager, or designee, may approve the purchase or contract, subject to later ratification by the **Town** Commission. Emergency purchases are to be made only when the normal function and operation of the **Town** would be hampered to such an extent by submittal of a requisition in the usual manner that it may adversely affect the life, health, safety, or welfare of citizens.
- (b) Purchases exceeding the sum of \$75,000.00 in the aggregate shall not be purchased from the same person or entity during the course of any fiscal year unless the purchases are first authorized by the **Town** Commission. The above provision shall not apply to purchases of utilities or to ongoing contracts.

Sec. 2-130. Town Attorney to Review and Approve Form and Content of Purchasing Contracts.

The **Town** Attorney shall review all contracts awarded under this article and shall approve the contracts as to form and content prior to their execution by the appropriate **Town** officials. Notwithstanding the above, the **Town** Attorney, in his or her discretion, may approve form contracts bearing a pre-printed **Town** Attorney approval, provided that the provisions of the form contracts are not modified.

Sec. 2-131. Debarment and Suspensions.

- (a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the **Town** Commission, after consultation with the **Town** Attorney or **Town** staff, shall have the authority to debar a person or entity for the causes listed in this section from consideration for



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award of **Town** contracts. The debarment shall be for a period of not fewer than three years. The **Town** Manager, the Chief Procurement Officer or the Using Department shall also each have the authority to suspend a contractor from consideration for award of **Town** contracts when there is probable cause for debarment pending the debarment determination by the **Town** Commission.

- (b) Causes for debarment or suspension. Causes for debarment or suspension include the following:
- (1) Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contractor, subcontract, or incident to the performance of such contract or subcontract;
 - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - (4) Violation of **Town's** contract provisions, which violation is regarded by the Chief Procurement Officer or Using Department to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a **Town** contract or to perform within the time limits provided in the **Town** contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
 - (5) Debarment or suspension of the person or entity by any federal, state, or other governmental entity; or
 - (6) Any other cause judged by the **Town** Commission to be so serious and compelling as to affect the responsibility of the person or entity performing **Town** contracts.
- (c) *Debarment and suspension decisions.* Subject to the provisions of this section the **Town** Attorney shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the debarred or suspended party.

Sec. 2-132. Availability of Funds.

Except in cases of emergency, the **Town** Manager, or designee, shall not issue any order for delivery on a contract or any open-market order unless and until the Chief Procurement Officer, or designee, certifies that there are unencumbered funds available in the budget, in excess of all unpaid obligations, to defray the cost of the commodities or services.

Sec. 2-133. Surplus Property.

- (a) *Disposal of surplus property.* The **Town** may sell, trade, or otherwise dispose of surplus and obsolete personal property belonging to the **Town** either by sale, barter, or exchange, by competitive sealed bid, public auction, cannibalization, trade in or any other means of disposal as



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may be appropriate and in the best interests of the **Town**. Disposal of surplus or obsolete personal property requires prior approval by the **Town** Commission. No employee may purchase any such property without **Town** Commission approval.

- (b) *Donation of surplus property.* Surplus property may be donated by **Town** Commission approval, in any manner as the **Town** Commission deems fit.

Sec. 2-134. Change Orders.

- (a) Subject to the restrictions contained in division (b) below, the **Town** Manager, or designee, is authorized to approve all change orders decreasing the cost of the contract to the **Town** that do not materially alter the character of the work contemplated by the contract as determined in his or her judgment, to be in the public interest.
- (b) Notwithstanding the provisions of division (a) above, the **Town** Manager, or designee, is not authorized to approve a change order without authorization of the **Town** Commission where the sum of all change orders issued under the contract increases the cost of the contract by \$1,500.00 or greater.

Sec. 2-135. Term, Termination, Extension and Renewal of Contracts.

- (a) Term.
 - (1) Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the **Town** provided the extension, if any, is included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for future fiscal periods shall be subject to the availability of funds.
 - (2) Contracts may be awarded with provisions of upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the Chief Procurement Officer.
- (b) *Termination.* The **Town** Commission is authorized to terminate any contract entered into by the **Town** when the **Town** Commission determines that the contracting party has breached or failed to perform one or more of its obligations under the contract. When a contract is entered into by the **Town** pursuant to **Town** Commission approval and is terminable by the **Town** without cause, only the **Town** Commission is authorized to terminate the contract without cause. If any Commissioner desires that a contract be terminated without cause, he or she shall notify the **Town** Manager in writing and request that the item be placed on the next **Town** Commission agenda.
- (c) *Extensions.* The **Town** Manager, or designee, is authorized to extend, for operational purposes only, and for a maximum of 180 days, any contract previously approved by the **Town** Commission



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and entered into by the **Town**. Any other extensions of the contract term require the approval of the **Town** Commission.

- (d) **Town Commission notification.** The **Town** Manager, or designee, shall notify the **Town** Commission, in writing at least three months in advance of the expiration, renewal, automatic renewal or extension date of a contract, and shall provide a copy of the contract and a **Bidder** performance report card for the contract to the **Town** Commission.
- (e) **Application to existing and future contracts.** The provisions of this section shall apply to every contract in existence on the effective date of this section and every contract entered into thereafter.

Sec. 2-136. Preference to Businesses with Drug-Free Workplace Programs.

- (a) The **Town** hereby adopts by reference Section 287.087, Florida Statutes, as amended, regarding bidding preferences for businesses with drug-free workplace programs.
- (b) Whenever two or more bids which are equal with respect to price, quality and service are received by the **Town** for the procurement of commodities or services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given a preference, provided that the drug-free workplace program complies with Section 287.087, Florida Statutes, and any other applicable state law. An announcement of this preference shall be included in the bid documents.

Sec. 2-137. Non-Discrimination.

Contractors shall not discriminate against any person in its operations, activities, or delivery of services. Contractors shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Sec. 2-138. Non-Collusion.

A bidder shall not collude, conspire, connive, or agree, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham bid in connection with the service or commodities for which the bid has been submitted. A bidder shall refrain from bidding in connection with such service or commodities and shall not have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in providing the proposed service or commodities.

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Sec. 2-139. Bid Protest Procedures.

- (a) Upon completion of the evaluation of all bids for a particular procurement, the Chief Procurement Officer or Using Department shall issue a notice of bid/proposal action. This notice, containing the date and time of issuance, shall be posted on the **Town** website and at a conspicuous location at **Town Hall**.
- (b) A bidder with a "substantial interest" who has been adversely affected by the **Town's** selection of a bidder may protest the selection by complying with the requirements set forth herein. A bidder shall be deemed to have a "substantial interest" if the bidder would have been selected as the lowest responsive and responsible bidder but for the alleged mistake or irregularly described in the protest. If the Using Department or Chief Procurement Officer determine that a bidder does not have a "substantial interest," that bidder is precluded from bringing a bid protest pursuant to this section.
- (c) A bidder wishing to object to terms, conditions, specifications, procedures, selection criteria, weight of evaluation criteria or other matter set forth in the bid or proposed documents must make such objections in writing during the period of time set forth for questions and answers in the Invitation to Bid, request for proposal, request for qualifications or request for letters of interest. A bidder who has not raised such objections in writing during the question and answer time may not use the bid protest process to object to these matters once a notice of bid/proposal action has been posted.
- (d) A bidder may file a "Notice of Intent to Protest" by emailing said notice to the Using Department or Chief Procurement Officer within two business days of the issuance of the notice of bid/proposal action pursuant to subsection (a) hereof or the publication of a **Town** Commission agenda recommending the award of the bid, whichever is sooner. Such Notice of Intent to Protest shall include the bid or proposal number and title, the name and address of the protester, and a brief statement as to the basis of the bid protest.
- (e) The complete written bid protest must be filed with the Using Department or Chief Procurement Officer within ten calendar days of the issuance of the notice of bid action. To be considered, the written protest of bid must include:
 - (1) The bid or proposal number and title;
 - (2) Company name, protester's name, and title, mailing address of protester, and e-mail address of protester;
 - (3) The facts and law upon which the protest is based; and grounds not stated shall be deemed waived;
 - (4) Rules, regulations, or statutes pertinent to the protest;
 - (5) Relief which the protester seeks;
 - (6) Any other information that the protester deems to be material to the protest; and



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- (7) A bid protest bond in the form of a certified check, cashier's check, or money order made payable to the **Town** of Pembroke Park in an amount equal to five percent (5%) of the protester's bid amount or \$5,000.00, whichever is less. If the protest is upheld by the **Town**, the bond will be refunded to the protester. If the protest is denied, the entire bid protest bond amount shall be forfeited to the **Town**.
- (f) Upon receipt of a timely filled and complete formal written bid protest, the Using Department and Chief Procurement Officer shall stay the award of the purchase order or contract until the bid protest is resolved, unless the Using Department and Chief Procurement Officer determine in writing that compelling circumstances exist which require that the award be processed without further delay in order to protect the **Town's** interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare of the citizens or substantial disruption of **Town** operations.
- (g) After receipt of the timely filed and complete written bid protest, and upon the protester's request, the Using Department and Chief Procurement Officer shall meet with the protester to discuss the allegations and to attempt to resolve the matter. The Using Department and Chief Procurement Officer shall issue their decision on the bid protest within 14 calendar days of the meeting, or if no meeting is requested, within 14 days of receipt of the timely filed and complete written bid protest. Such decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.
- (h) The protester may appeal the decision of the Using Department and Chief Procurement Officer to the **Town** Manager by filing a written appeal with the **Town** Clerk's office within three business days of issuance of the Using Department and Chief Procurement Officer's decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the Using Department and Chief Procurement Officer, as well as the relief sought. The **Town** Commission will review the bid protest appeal and shall overturn the bid award if the protester proves that the bid award did not comply in material respects with the requirements contained in the Invitation to Bid, request for proposal, request for qualifications or request for letters of interest, this procurement code, or Florida law. The **Town** Commission's decision shall be e-mailed to the protester on the date of issuance unless another method of delivery is otherwise directed by the protester.
- (i) Failure by a bidder to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the bid protest and a waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.
- (j) Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Sec. 2-140. Applicability to Salaries, Benefits.

The provisions in this article should not apply to the payment of salaries or other employment benefits

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to officers or employees of the **Town**.

Sec. 2-141. Adoption of Procurement Procedures Manual.

The **Town** Commission shall adopt a Procurement Procedure Manual by resolution to be used by the **Town's** staff setting forth the policies and rules for billing of accounts due, processing payments received by the **Town**, purchase orders for procurement of goods or services and such other matters as are necessary for orderly operation of the financial affairs of the **Town**.

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CHAPTER 2: OVERVIEW

The purpose of the **Town** of Pembroke Park Purchasing Policy and Procedural Manual ("Manual") is to provide clear and concise step-by-step directions to **Town** of Pembroke Park ("**Town**") employees authorized to purchase goods and services ("**Buyers**") and to ensure a fiscally responsible, ethical purchasing program in accordance with all applicable laws including:

1. The **Town's** Charter and Code of Ordinances, specifically Article V. **(Appendix A)**,
2. The **Town's** authority pursuant to the Florida Constitution,
3. Florida Statutes Chapter 166,
4. Florida Public Records and Sunshine Laws, Chapters 119, and 286,
5. Florida Consultants' Competitive Negotiation act, f.s. 287.055,
6. Florida Local Bids and Contracts for Public Construction Works, F.S. 255.20, and
7. Florida Ethics Law, Chapter 112

Comment [MLS1]: Need to include document

All requests for goods and/or services, and all purchases shall be for a public purpose and in accordance with all applicable laws and policies and the guidelines established in this manual. The **Town's** goal is the economical procurement of commodities and services conducted by fair and open competition and in accordance with applicable Federal and State Statutes and **Town** of Pembroke Park Code of Ordinances and Resolutions.

Administration and Authorization

Town Commission (Sec. 2-124)

All purchases on behalf of the **Town**, in excess of \$1,500 must be authorized by the **Town** Commission.

Town Attorney (Sec. 2-130)

The **Town** Attorney shall review all contracts awarded under this article and shall approve the contracts as to form and content prior to their execution by the appropriate **Town** officials.

Town Manager (Sec. 2-94)

The **Town** Manager is responsible for ensuring the policies and directions of the Commission with respect to achievement of the purchasing and contract administration objectives are met consistent with all State and **Town** statutory requirements. To that end, The **Town** Manager is responsible for coordinating and supervising the activities of the Chief Procurement Officer to ensure the **Town** remains in compliance with all legal guidelines. The **Town** Manager may approve purchases of \$1,500.00 or less (Section 2-124).

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Chief Procurement Officer (CPO) (Sec. 2-122)

The **CPO** is responsible for day to day supervision and achievement of the **Town** purchasing and contract administration policies and objectives.

Specifically, the **CPO's** responsibilities include:

1. Monitoring compliance with all applicable policies and procedures in the acquisition of supplies, equipment, and services necessary for the daily operations of the **Town**.
2. Ensuring that all applicable policies, procedures, forms, and approvals are obtained and retained as required by all applicable laws and guidelines.
3. Finalizing and ensuring accuracy of all final purchasing documents including requisitions, solicitations, purchase orders and contract awards.
4. Monitoring and ensuring compliance with all supporting accounting processes such as budgeting, accounts payable and fixed assets.

Town Department (Buyer) (Section 2-123, 2-126, 2-132, 2-133)

The **Town** Division, Directors, and Department Heads and/or designees are responsible for day to day management and achievement of the **Town** purchasing and contract administration policies and objectives within their Divisions and Departments. The Directors and Department Heads shall:

1. Follow all purchasing and accounting policies, procedures, utilizing the correct forms and acquiring the appropriate approvals in a timely and accurate manner;
2. Inspect and verify receipt of commodities or completion of services in accordance with the initial purchase request and submit invoices for payment in a timely manner;
3. Ensure all contracts are reviewed by the **Town** Attorney, Town Manager, and affected Departments before being presented to the Deputy **Town** Clerk for placement on the agenda for approval by the **Town** Commission;
4. Manage all surplus property responsibly and ethically; and
5. NOT subdivide any purchase or contract solely to avoid competitive Purchasing or approval requirements as prescribed in this Manual.



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CHAPTER 3: UNDERSTANDING KEY COMPONENTS OF SOLICITATION DOCUMENTS

Scope of Work or Specifications

Specifications: A specification is a description of the physical or functional characteristics of a good, service, or construction item. It is a description of what the **Buyer** seeks to buy, and to which a **Bidder** must be responsive in order to be considered for award of a contract. The term "Specification" is primarily used to refer to goods; "Scope of Work" is more often used to refer to services.

Proper specifications have four (4) characteristics:

1. Set the minimum acceptability of the good or service. The **Bidder** must know the minimum standard to determine what to provide. A standard which is too high means tax dollars may be wasted. Conversely, a standard which is too low means the goods or services will not meet the expectations of the user.
2. Promote competitive bidding. The **Buyer** should ensure the maximum number of responsive Bidders are able to bid to the specification. Restrictive specifications decrease competition.
3. Contain provisions for reasonable tests and inspections for acceptability for the good or service. The specification should permit tendered goods or services to be evaluated against defined criteria by examination, trial, test, or documentation. The methods and timing of testing and inspecting must be indicated in the specification.
4. Provide for an equitable award to the lowest responsive bidder. The **Buyer** should be able to obtain the goods or services that will perform to expectations, and the **Bidder** is able to provide the goods or services at an equitable agreed upon price.

The **Buyer** must be able to clearly define what goods or services are needed prior to determining what purchasing or solicitation method is best. The **Buyer**, not the **CPO**, has the professional expertise required to make that determination for goods and services specific to the needs of their Department.

Poorly written specifications:

1. Deter potential **Bidders**.
2. Increase costs.
3. Decrease the chance of desired results.
4. Are easily misinterpreted, increasing the number of questions asked and time to respond.
5. Are open to challenge and protest by unsuccessful **Bidder**.
6. Increase risk.

On the other hand, well written, complete, clear, concise, and specific criteria and specifications:

1. Attract many qualified **Bidders**, increasing competition.
2. Are easier to evaluate.



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3. Minimize the possibility of protests.
4. Lower risks.
5. Lower costs.

There are three basic types of specifications:

1. Design Specifications: These specifications often have precise requirements that may limit competition, prevent consideration of the latest technological improvements, and discourage innovation. Design specifications establish the material and operating requirements of goods.
2. Performance Specifications: Performance specifications describe what a good is expected to do. There is less concern about the material composition of the good and the way it is manufactured or assembled, and more concern about its performance when put into use. The Bidder is not directed to act in a certain way but is given an opportunity to use ingenuity and to innovate in order to provide a good which will perform a specific task.
3. Combination Specifications: A single type of specification cannot always adequately describe the need. Sometimes, the design-performance combination will be the best approach, with the design requirements kept to a minimum and the performance characteristics very detailed.

A proper specification should be:

1. Consistent.
2. Easy to read and understand.
3. Easy to revise, if needed.
4. Formatted with good direction.
5. Organized and categorized.
6. Concise and free of repetition.

When preparing specifications, consider:

1. Who will receive the document?
2. What do I want people to know or do?
3. How detailed and exact should my information be?
4. What questions might they ask?

When preparing 'scope of work' consider including the following:

1. Background – Why is the service is needed?
2. Objective – What are the goals the service should address and meet?
3. Contractors Tasks – What are the specific tasks required to meet the goals?
4. Performance and or design specifications



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5. References to related studies, documentation, specification, and standards.
6. Data requirements, if any and ownership by **Town** when completed.
7. What must the **Town** provide to meet the goals? (i.e. Facility, equipment, access, etc.)

TABLE 1: BEST PRACTICES CHECKLIST FOR WRITING SPECIFICATIONS

✓ List the desired outcomes instead of the process or the inputs ¹ .
✓ Be clear, concise, specific, and provide measurable outcomes without being unduly restrictive. Avoid vague terminology such as “in a timely manner” or prepared to our satisfaction—Say exactly when and exactly what will satisfy. Make sure your specifications can actually be met by the market.
✓ Utilize readily available resources on the internet or through respected purchasing organizations to “copy” specifications used by other public entities.
✓ Consult an “industry expert” to help create technical specifications if the staff lack that knowledge.
✓ Do not allow the “expert” to craft the specifications such that it gives his/her entity an unfair advantage in the final bidding process. Likewise, no person who has a financial or other interest in the awarding of the contract should be involved in the creation of the specifications.
✓ Specific evaluation criteria to determine qualified Bidder may be included in the bid specifications.
✓ Establishing evaluation criteria up front, further clarifies the expected outcomes and exactly what the Town will measure and inspect for prior to invoice authorization.
✓ Do not write specifications such that they exclude all but one type of supply or equipment or Bidder . Specifications, however, must be sufficient to allow decision makers to determine which bidder to choose. For example, a government unit should not specify that they wish to purchase a model X Dell computer, but they should include details such as amount of memory, size of hard drive, or any details that make the new computer compatible with an already existing system.
✓ Determine which specifications are required and which are preferred. Bidders will be judged non-responsive if they do not meet all required specifications, where they may be allowed to present alternatives for specifications that are deemed preferred.
✓ Assign points to different areas based on the importance of that area for the satisfactory completion of the project. The Town should also determine benchmarks for assigning points, i.e. what deserves full points, half, less.

¹ For example, one might specify for a lawn-mowing contract that the grass be kept less than six inches long instead of specifying that the contractor must cut the grass twice every month. The former is more easily monitored since it can be done randomly as opposed to trying to catch the contractor in the act of performing the service.



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For additional tools helpful for preparing written specifications, refer to the Attachments to this Guidebook: Standard Specification Sources and Standard Terms and Conditions.

Directions to Bidder

In addition to the Specifications/Scope of Work, the Directions/Instructions to **Bidder** are core components of the Purchasing Proposal. Directions should be comprehensive and consistent with the **Town** Purchasing Policy, and include the following:

1. Bid Deposits or Performance Bonds, if required.
2. Bid submission criteria.
3. Communication restrictions.
4. Price formats.
5. Invoicing and payments.
6. Project Management criteria.
7. Delivery considerations.

BID DEPOSITS/PERFORMANCE BONDS

Town Purchasing Policy Sec. 2-127(c)(1) Bid Deposits, (2) Deposit Requirements, (3) Sureties on performance provides as follows:

1. Bid deposits. When deemed necessary by the CPO or Using Department, bid deposits or sureties shall be prescribed in the public notice inviting bids. A successful bidder shall forfeit any deposit or surety required by the CPO or Using Department upon failure on its part to enter into a contract with **Town** within 15 days after the bid award.
2. Deposit requirements. Each bid, where so required in the bid documents, must be accompanied by a bid bond, a cashier's check, or certified bank check in an amount of not less than five percent (5 %) of the total bid amount. The applicable bid documents will specify the details of individual bid requirements. Unless otherwise stated in the bid documents, the bid security of the successful bidder will be retained by the CPO until such bidder has executed and furnished to the **Town** an agreement and required contract security. Upon receipt of the executed agreement and contract security, the bid security will be returned. If the successful bidder fails to execute and deliver the agreement or fails to furnish the contract security within the time required by the bid documents after the notice of award, the **Town** may cancel the notice of award and the bid security of the successful bidder shall be forfeited to **Town**. The bid security of other **Bidder** whom the **Town** determines to have a reasonable chance of receiving the award may be retained by the **Town** until the time specified in the bid documents. Bid security for bids which are deemed not competitive will be returned within seven (7) days after the bid opening.
3. Sureties on performance. All competitive bids seeking commodities or services in excess of \$25,000.00, shall include as a requirement of such advertised bids a performance bond in the



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total contract amount. The CPO, in his or her discretion, may require such performance bonds for bids seeking commodities or services in an amount less than \$25,000.00. The **Town Manager** shall have the discretion to waive the performance bond requirement in the event of an emergency. Any bonding company providing bid surety must be listed on the United States Department of Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by Best's Key Rating Guide, published by A.M. Best Company, and be authorized to do business in the state.

BID SUBMISSION CRITERIA

1. The specifics of where, when, and how quotes/bids/proposals are to be submitted.
2. Qualification information, including references, approach, proposed personnel and their qualifications, equipment, and its condition.
3. Length of time bid remains valid (the maximum allowed by state law is 90- days).
4. The standard of award (e.g., lowest responsible bidder) or, for requests for proposals, evaluation criteria and the scoring process.
5. Anticipated schedule for contract award and notification.
6. Type and amount of any required bid guarantees.
7. Status of submitted documents, vis-à-vis freedom of information legislation.

COMMUNICATION WITH BIDDER

During the bid cycle, communication with a **Bidder** is limited to the **CPO**. This control is necessary to ensure that the bid process will be legally valid and not challenged by an unsuccessful **Bidder**.

The Department is strictly prohibited from communicating with the Bidder for any reason other than to refer the Bidder to the **CPO**. Any verbal and or written communication received by the Department must be immediately forwarded to the **CPO**.

Directions to a **Bidder** should include the point of contact and the restrictions for communication.

PRICE FORMATS

A **Bidder** must provide costs of goods or services being purchased in the format specified by the **Town** in the bid documents. For simple procurements, the **Buyer** will create a pricing sheet (Bid Form) requesting that prices be given in one of the following formats: Unit price and extended price; or Lump sum total.

When exact charges are difficult to determine until the acquisition is final, a not -to-exceed price should be used. Note: The **Buyer** will determine the best method to use to ensure that all bids received reflect costs that may be compared "apples to apples."



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INVOICING AND PAYMENT

1. Information on payments, audits, termination, dispute resolution, penalties, bonding, and insurance requirements.
2. Terms of payment. The terms of payment should always be specified by the bidder in his quote and by the **Town** on the purchase order. The payment term for most orders is "net 30 days" which means that payment must be made within 30 days of receipt of an invoice or delivery of goods or services, whichever is later.
3. Payment discounts. When payment discounts are offered, the Finance Department will attempt to pay the invoice within the discount period.
4. Progress payments. Progress payments may be made if they are specified in the bid or when negotiating. The amount and frequency of progress payment should be noted on the purchase order. When progress payments are allowed, the **Town** should retain at least ten percent (10%) of the total agreement for a specified period after the work has been done. This allows time for the **Town** to ensure the work was done properly and/or the equipment is functioning as specified.

PROJECT MANAGEMENT CRITERIA

1. A timeline and budget for the project,
2. Reporting and monitoring requirements, and
3. Evaluation Criteria (deliverables).

DELIVERY CONSIDERATIONS

1. Delivery time. The required or requested delivery date should be noted. Generally, it is reasonably based upon the standard availability of the product or service. The Department should review the bid cycle times (see below) and determine a reasonable delivery date. Unreasonable delivery requests may unnecessarily increase the cost of the product or delivery.
 - o Rush delivery. When an early delivery date is critical to the operations of the requesting Department, it must be noted on the requisition. The **Buyer** will add terms and conditions to the specifications that convey to the **Bidder** that compliance with early delivery requirements will be a factor in award of bid.
 - o Standard delivery. If delivery is not critical to the operations of the requesting Department, the Department should note a desired delivery date on the requisition.
2. Shipping terms. The shipping term will affect when title to goods changes from seller to **Buyer** and which party is responsible for the cost of delivery. As noted below under Special Free on Board (FOB) Points, special delivery instructions, and/or installation may also be included as part of the FOB point. When evaluating the total cost of purchase, the added costs associated with any FOB point other than "destination" must be considered and included in all recommendations for award.



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- FOB Destination. "FOB Destination" is the most desirable shipping term for the **Town** because the **Town** avoids responsibility for the goods until they are delivered and accepted.
- FOB Seller. If at all possible, avoid shipping FOB Seller. "FOB Seller" indicates that title to the goods transfers the moment the seller turns the goods over to a shipper.
- Large equipment. When purchasing large pieces of equipment, such as substation transformers, the FOB point will likely be stated as "destination, off-loaded, and set onto specific foundation."
- Installations. When purchasing equipment that requires installation, the FOB point will likely be stated as "destination installed at ... (address, floor, room, etc.); transfer of ownership occurs only after the unit is installed, inspected, and received by the **Town**."

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CHAPTER 4: UNDERSTANDING SOLICITATION METHODS

The intent of this section is to provide the **Buyer** with a basic understanding of solicitation methods and the level of approval or authorization required based on estimated value.

There are three basic types of solicitation methods which a **Buyer** may choose for purchasing goods and services depending on cost and level of competitiveness required by applicable laws.

1. Unsealed Bids/Quotes – Informal Unsealed bids are most often referred to as “quotes,” but they are also called “informal bids.” These bids may be verbal or written quotes and may be competitive or non-competitive depending on estimated value.
2. Sealed Bids- Formal – Sealed bids require the issuance of an Invitation for Bids with a purchase description including acceptance criteria and all contractual terms and conditions applicable to the procurement; a public opening of bids at a pre -designated time and place; unconditional acceptance of a bid without alteration or correction. Award to the responsive and responsible bidder who has submitted the lowest bid that meets the requirements and criteria set forth in the Invitations for Bids.
3. Sealed Proposals- Formal – Sealed proposals are used when the sealed bid process is not suitable for the commodity or service to be purchased. Sealed proposal solicitations are called “Requests for Proposals” or RFPs. These solicitations are often used to obtain professional or skilled services under the **Consultants Competitive Negotiation Act**, including architects, landscape architects, professional engineers, and registered surveyors or mappers, but they can also be advantageous for obtaining equipment when the award factor needs to be more than just low price.

Authorization Required (Sec. 2-124 and 2-126)

Table Two (below) summarizes the level of authorization required based on estimated value of the goods or services as established by the **Town** Purchasing Ordinance.



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TABLE 2: AUTHORIZATION REQUIRED BASED ON VALUE

Amount	Procurement Method	Authorization
Under \$5,000	Section 2-124, Informal, Unsealed Quotes One (1) quote is sufficient (more are preferred) with documentation and receipts to support, and verification that it is a one-time occurrence and not an attempt to subdivide to avoid a more competitive process. • Should not be used for emergency purchases except as defined by policy. • Should not be used for subdividing orders. • Should not be used for failure to plan.	Town Manager Purchases over \$1,500 also require Town Commission approval
\$5,000 - \$10,000	Section 2-124, Informal, Unsealed Quotes A minimum of two (2) Written Quotes (Responses)	Town Commission
\$10,000 – \$25,000	Section 2-124, Informal, Unsealed Quotes A minimum of three (3) Written Quotes (Responses)	Town Commission
Greater Than \$25,000	Section 2-126, Formal Sealed Bid or Proposal Formal Request for Proposal, a Request for Qualifications, or a Request for Letters of Interest	Town Commission

In addition to cost considerations, various methods of solicitation may be used depending upon the circumstances of the particular procurement and include both non-competitive and competitive methods.

Non-Competitive Solicitation Methods (Sec. 2-126)

POLICIES

The **Town** Purchasing Policies (Sec. 2-126) provides for Non-Competitive Processes to include: Emergency Purchases, Professional Services, **Town** Standard single or sole-source, Disaster Preparedness, and Piggy Back and Cooperative Purchasing. In addition, the following are excluded from the competitive requirement:

1. Academic program reviews or lectures or seminars by individuals;
2. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration;



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3. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like;
4. Maintenance service of equipment when considered to be in the best interest of the **Town** and recommended by the Using Department and the services to be performed are by the equipment manufacturer, manufacturer's service representative or a distributor of the manufacturer's equipment, the services may be procured without following the competitive sealed bid process;
5. Advertising for the purpose of public notifications;
6. Utilities, including but not limited to electric, water and communications;
7. Copyrighted materials, except computer software; or
8. Food, clothing, and other promotional items purchased for resale or distribution to the public.
9. Additional exclusions. The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The **Town** Manager, or designee, may determine if a contractual service must be procured through the competitive procurement process, if not expressly indicated herein.
10. Best interest of the **Town**. Purchases of and contracts for commodities or services are exempt from this section when the **Town** Commission declares by a majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the **Town**. The **Town** Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the **Town** Commission consent agenda.

BASIC PRINCIPLES

1. **Town "Buyers"** should make every effort to reduce costs associated with purchasing goods and services by thoroughly investigating all options including the Non-Competitive Bidding options that may be available. Goods and services required by local government are fairly consistent across Florida Local Governments. Taking the time to research other state and local government purchases and contracts can significantly reduce costs and substantially reduce the time associated with the solicitation process.
2. If a **Buyer** may purchase the same materials or equipment more than once during the budget year, the **Buyer** should consider soliciting quotes for the combined quantity to realize quantity discounts. Often **Bidder** will offer a discount for award of greater quantities and are willing to deliver in multiple shipments over the budget year at no additional cost as a trade-off for receiving the entire order.
3. When an item that has recently been quoted needs to be purchased again, prior **Town** quotes for the exact item in the exact quantity may substitute for the requirement to solicit competition if they are within the past thirty (30) days and the **Bidder** agrees to extend the pricing.



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The checklists that follow are intended to provide basic guidance for using the non-competitive solicitation methods. To avoid violations of any applicable law or ethical considerations, the **Town** Attorney should be immediately consulted if the Finance Department or the Department **Buyer** is unable to determine the appropriate purchasing process.

TABLE 3: COOPERATIVE PURCHASE CHECKLIST

✓ The Finance Department has arranged for an agreement with one or more agencies.
✓ Prices and terms are the result of negotiation or competitive bidding in compliance with the purchasing requirements of the bidding agency.
✓ The purchase conforms to Town's specifications for the item or service.
✓ The price is lower than Town's estimate for the purchase if made directly by Town .
✓ A copy of the purchasing (bid or RFP) has been obtained and reviewed for compliance with Town's procurement ordinance.
✓ The purchase is in Town's best interest.
✓ Appropriate authority approved the purchase (Town Manager or Town Commission).

TABLE 4: PIGGY BACK PURCHASE CHECKLIST

✓ Goods or services were procured through a competitive bid or negotiation process.
✓ Pricing and terms have been established by a state, federal or a Florida Governmental agency.
✓ Procurement is in the Town's best interest.
✓ Copies of the purchasing document(s) have been obtained and reviewed for compliance with the Town's procurement ordinance.
✓ Department Buyer has written documentation of investigation of the current market.
✓ The item or service to be purchased is not materially different from the one originally specified.
✓ The price is lower than Town's estimate
✓ The price is within 15% or \$2,500 of the original bid.
✓ The original purchasing was within 36 months, or written justification is provided for use of an older solicitation.
✓ The Town will enter a separate contract AND incorporate the original bid by reference.
✓ The appropriate authority has approved the purchase (Town Manager, or designee, or Town Commission).

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TABLE 5-1: STANDARDIZATION PURCHASE CHECKLIST

✓ Uniform adoption of standards is established in writing to include type, design, quality or brand of a certain article or group of related articles or services to be purchased by the Town and approved by the Town Commission.
✓ The Buyer has checked all available competition. When there is more than one distributor or contractor for the standardized supply or service, competition may be limited to known suppliers, provided that such competition is made in accordance with all applicable laws.
✓ Contract is competitively negotiated by Town Attorney or other official.
✓ Appropriate authority awards contract.
✓ Finance maintains record of purchase to include, the adopted standards, negotiation, Town Commission authorization and final contract.

TABLE 5-2: CHECKLIST FOR SOLE-SOURCE PURCHASE

✓ Good faith review of available sources documented in writing to confirm only one source.
✓ Contract is negotiated by Town Attorney or other official.
✓ Finance maintains record of purchase to include, the sole-source review, negotiation, Town Commission authorization and final contract.

Note: Very few supplies and equipment are justifiable as sole-source items and the **Town** may not write specifications to match a particular supplier's products and equipment.

TABLE 6: EMERGENCY PURCHASE CHECKLIST

✓ Emergency procurement is for public health, welfare, or safety.
✓ Competition is obtained when practicable.
✓ Department obtains ratification/approval of contract by appropriate authority as soon as practical.
✓ Department writes, and FINANCE OFFICE maintains written documentation for procurement record (after the emergency).

Note: In Florida, emergencies related to natural disasters are common. With proper planning for emergency preparedness, the need for non-competitive emergency purchases may be reduced if not eliminated. Having competitive sources in place will make the emergency purchase more affordable for the **Town**.



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Competitive Solicitation Methods (Sec-2-126, Sec. 2-128)

POLICIES

The **Town** Purchasing Policies (Sec. 2-126) provide for Formal Competitive Bidding and or Competitive Proposals for all purchases in excess of \$25,000. This process is initiated with a formal Invitation to Bid (ITB). See Section on Competitive Bidding Guidelines.

Exceptions to the Competitive Bidding/Proposal process include any purchases governed by the CCNA which was enacted by the Florida Legislature in 1973. This qualifications-based public procurement system for professional design services continues to be the gold standard for states across the country. CCNA establishes procedures for agencies to: (i) provide public notice of certain projects, (ii) select the most qualified firm, and (iii) negotiate a fair and reasonable contract with the selected firm. CCNA applies to public procurement by the state and its agencies, municipalities, counties and other political subdivisions (taxing districts, etc.) and school districts or school boards for professional services of architects, landscape architects, professional engineers, and registered surveyors or mappers.

NOTE: If the main scope of work requires a licensed architect, landscape architect, engineer, or registered surveyor or mapper, proceed to the section on the Consultant's Competitive Negotiation Act for procedures to follow.

Town Policy (Sec. 2-128) establishes the criteria for Competitive Negotiations Act process, which shall be initiated with a request for proposals, a request for qualifications, or a request for letters of interest in lieu of competitive bidding.

BASIC PRINCIPLES

The basic principles for the competitive solicitation process (bids or proposals) include:

1. Competition: to ensure that the largest possible number of qualified suppliers take part so that borrowers obtain the best market terms.
2. Equality: to ensure that all participants will be treated equally, avoiding preferences and discrimination of any kind to the detriment of some and the benefit of others, thus making for effective competition.
3. Publicity: to ensure that all contractors have access to information and clarifications during the bidding process and when the bids are opened.
4. Due Process: local legislation should provide procedures for the settlement of disputes and should permit **Bidder** to lodge protests and to answer allegations.

Competitive Negotiations Procedures

Town Purchasing Policy Sec. 2-128. Competitive Negotiations outlines the process for competitive



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negotiation which may also be governed by State of Florida Consultant Competitive Negotiation Act depending upon the type of professional services. **Town** Policy states:

- 1) When the use of competitive bidding is not in the best interest of the **Town** for a purchase of, or contract for, commodities or services estimated to cost in excess of \$25,000.00, the **Buyer** may use a competitive negotiations process.
- 2) A request for proposals, a request for qualifications, or a request for letters of interest shall be issued by **Town** in lieu of competitive bidding.
- 3) Adequate public notice of the solicitation shall be given in the same manner as provided in Section 2-127. Other procedural provisions applicable to the sealed bid process shall also apply. (See section on Competitive Bidding Procedures for Steps to follow)
- 4) To assure full understanding of and responsiveness to the solicitation requirements and full understanding of qualified proposals or offers, discussions may be conducted with qualified proposers or **Bidders** who submit responses determined to be acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements.
- 5) The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final proposals or offers.
- 6) The contract award shall be made to the responsible proposer or **Bidder** whose proposal or offer is determined to be the most advantageous to the **Town** taking into consideration price and the evaluation factors set forth in the solicitation.
- 7) No other criteria shall be used in the evaluation.
- 8) A written summary of the basis on which the award is made shall be included in the contract file.



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CHAPTER 5: STEP-BY-STEP PURCHASING GUIDE

There are **seven basic steps** in the procurement process which must be followed to ensure compliance with all applicable governing laws. The following steps and procedures are required by law for sealed formal proceedings.

Because informal unsealed quotes provide the most flexible means of soliciting and awarding contracts, they can also invite the most criticism for being unfairly decided. Therefore, the **CPO** and **Buyer** should also follow the recommended purchasing steps and best practices to the extent possible for the informal unsealed purchasing processes.

These steps which are detailed in this Chapter are:

1. Planning and preparation.
2. Create specifications/scope of work.
3. Determine the solicitation method.
4. Submit requisition and acquire authorization.
5. Solicit sources/advertise.
6. Receive and evaluate quotes, bids, or proposals.
7. Awards and Contracts.
8. Issue purchase order.

Step 1. Planning & Preparation

The purchasing process starts with preparation of the budget. The goods and services a Department needs in order to meet its goals for the fiscal year should be clearly identified and sufficient funds requested for those proposed purchases during the annual budget process.

Step 2. Create Specifications/Scope of Work (See Chapter 3)

Prior to submitting the Purchasing Requisition Form (PRF) the **Buyer** should develop the specifications/scope of work. Preparing the scope and defining the need prior to the PRF allows the **Buyer** to more accurately determine the approval levels required based on cost and the type of purchase and increases the likelihood the **CPO** and **Buyer** will be compliant with all applicable laws for a particular purchase.

Step 3. Determine the Solicitation Method (See Chapter 4)

Once the Specification/Scope of Work has been defined and the cost is estimated, the **Buyer** may determine the appropriate solicitation method based on applicable law and most competitive process.



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Confirm with the **CPO** and/or the **Town** Attorney that the specifications and solicitation method are appropriate for the chosen goods or services.

Step 4. Requisition and Authorization

Once the **Buyer** has identified the specifications for the goods and services and the solicitation method, the **Buyer** sends the PRF to the **CPO**.

Upon receipt of the PRF, the **CPO** may then initiate the process to acquire the appropriate authorization and approval based on **Town** Purchasing Policy Section 2-124 and 2-126 (See Chapter 4, Table 2).²

The PRF is the trigger for the purchasing of items and needs to clearly show who authorized the purchase of goods and where the need originated. Information that must be retained for public records and documentation of purchasing procedures. This form also includes information about the number and type of item/services required, when needed, estimated cost of the items and possible **Bidders**.

Step 5. Source Solicitation/Advertising

Advertisement or source solicitation varies depending upon whether the solicitation is an informal quote or a formal bid proposal process. In general, the more advertising there is for a project, the better the competition is likely to be, and thus, the better the price. With informal quotes, in particular, although formal 'public' notices and advertisements are not required, every effort should be made to maximize competitiveness when soliciting **Bidders** to avoid the appearance of unfair or unequal treatment. Transparency, fair and open competition with clear specifications and a pre-defined rating system are important in building trust with the **Bidder** community and to maintaining a robust **Bidder** list.

Informal Unsealed Quotes:

Informal quotes must be competitive, but do not fall under the same restrictions as outlined for Formal Bids/Proposals. The Advertising Best Practices recommended in this section should be followed to maximize the number of quotes and ensure the Town receives the best possible price for the proposed purchase. The **Buyer** must acquire at least two (2) quotes for purchases between \$5,000 to \$10,000. For quotes over \$10,000 but under \$25,000, the **Buyer** must acquire three (3) quotes or be able to justify why it was not possible. Alternatively, the **Buyer** should consider Joint Purchasing, Cooperative Purchasing or Piggy-Back Purchasing as outlined in Chapter 4, to ensure the Town is purchasing goods and or services at the lowest possible cost to the Town.

Formal Bids/Proposals

² The PRF is part of the **Town** financial software system. Instructions for use of this system and procedures for submitting a requisition are provided by the Finance Department based on the **Town's** current software system.



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For formal bids and proposals, **Town** Purchasing Policy Section 2-127 requires the following:

- 1) Presentation to **Town** Commission. All competitive bidding or competitive proposal solicitations as defined in Section 2-126 shall be presented to the **Town** Commission for consideration prior to advertisement.
- 2) Advertisement for bids required. Notice of the competitive bid shall be advertised in a newspaper of general circulation in the **Town** of Pembroke Park not less than ten (10) days prior to the date set forth in the notice for the opening of bids or proposals.

For all purchasing, the **Buyer** should follow best practices recommendations to enhance the number of **Bidders** reached and make the procurement process more competitive, reducing costs and improving quality.

Advertising Best Practices

1. Increase the number of advertisements or length of time the advertisements are listed to attract additional **Bidders** to include public meetings, social media and a dedicated website.
2. Create a dedicated Purchasing page on the **Town** Website to include:
 - a. A guide to doing business with the **Town**;
 - b. A listing of types of commodities commonly purchased;
 - c. The location and business hours of the Finance (Purchasing) Department and Contact Person;
 - d. A purchasing calendar identifying dates on which certain classes of items will be bid or otherwise purchased; and
 - e. The posting of all solicitations (formal or informal).
3. Cooperate with nearby entities to create joint projects that might attract more **Bidders**
4. Create and maintain a comprehensive list of prospective **Bidders** with notices directly to those on the list
5. Invest in an E-procurement system with a national database of **Bidders**.
6. Post **Town** Solicitations on other government sites³ (See Source List on following page)
7. Establish regular **Bidder** outreach before, during and after bid/RFP hits the streets:
 - a. Reach out to **Bidders** who were not selected to provide constructive feedback on their bid, and
 - b. Reach out to **Bidders** who received the Bid/RFP but did not submit a response to find out why and if the **Town** could or should do something different to solicit business.

³ Note: These additional options do not supplant the regular requirements for posting public notifications. **Town** should refer directly to applicable statutes for the advertising guidelines for each project.



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Source list:

1. The State of Florida, <https://www.dms.myflorida.com>
2. <http://www.governmentbids.com/government-browse-region.open-Florida-FL-en.jsa>
3. <https://www.bidnetdirect.com/florida>
4. <https://legacy.floridabidsystem.com/>
5. <https://www.nigp.org/>
6. <https://www.fappo.org/>
7. <https://www.nappo.org/>
8. Professional Local Government Organizations such as Public Works, Finance, and others.

Cancellation of a Solicitation

Solicitations may be canceled if there are changes to be made to a bid that are substantial or would be difficult to communicate in an addendum, a new bid may be issued that cancels and supersedes the old bid. Proceed as Follows:

1. Cancel old bid. The **Buyer** must send an addendum to all **Bidders** who received bid purchasing notices or packages. The addendum must state that the bid has been canceled. The cancellation should be posted on the same media as the original posting/advertisement.
2. Issue new bid. The **Buyer** must send the new bid to all **Bidders** who received the old bid solicitation. A cover letter explaining the difference between the old bid and the new one will help **Bidders** quickly identify the changes. Advertise/post on same sources as advertisement for original purchase.

Step 6. Receipt and Evaluation of Responses.

Evaluating competitive quotes is often seen as the easiest aspect of the quote/bid/RFP process. However, it is imperative that it be done fairly and completely to ensure the true lowest responsive and responsible bidder receives the award. Section 2-127 of **Town** Policy governs the awarding of contracts whether they be quotes or bids. If specifications are well written, the evaluation process should be fairly straightforward. The evaluation process is also more or less complex based on the type of bidding process. Regardless, the same ethical standards should apply to evaluation of quotes, bids or proposals to maintain equal, fair and just treatment of all **Bidder** responses. The following procedures which are applicable to the formal sealed process may be applied to the informal process to the extent the procedures are applicable and may enhance the competitiveness and fairness of the process.

EVALUATION CRITERIA (TOWN PURCHASING POLICY, SECTION 2-127 (G))

The **Town** Purchasing Policy establishes thirteen (13) clear criteria which must be applied when

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evaluating bids. It is the responsibility of the **CPO** and the **Buyer** to ensure these criteria have been satisfied. These criteria shall be applied to both informal quotes and formal bids/proposals.

Section 2-127: Contracts shall be awarded to the **lowest responsive, responsible bidder**". In determining the "lowest responsive, responsible bidder," the **CPO** shall consider:

1. The prices contained in the bid;
2. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
3. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
4. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
5. The quality of performance of previous contracts or services, including, but not limited to, contracts or services with **Town**;
6. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
7. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
8. The quality, availability and adaptability of the commodities or services to the particular use required;
9. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
10. The number and scope of conditions attached to the bid by bidder;
11. The overall cost to the **Town**;
12. Whether the bidder is involved in any pending litigation with the **Town**; and
13. The best interests of the **Town**.

LOWEST RESPONSIBLE BIDDER

The lowest bidder is not always the best fit for every job. Entities are therefore given the ability to choose the lowest responsible bidder. In this sense the lowest responsible bidder is defined as having both the lowest bid and possessing the capability to satisfactorily complete the project. **Bidder** can be excluded as either non-responsive or non-responsible based on several criteria. Some examples include:

1. Lack of equipment to properly complete the project
2. Failure to produce a certificate of insurance or proper exemption (for worker's compensation insurance)
3. Failure to address all required specifications in the purchasing document



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4. Materials/service proposed does not meet specifications
5. Lack of financial resources or organizational capacity to complete the project
6. Poor performance on a prior contract

RECEIPT AND OPENING OF BIDS/PROPOSALS/QUOTES

Sealed Bid/Proposal Opening Procedures (Town Purchasing Policy, Section 2-127)

1. Sealed bids shall be submitted to the Deputy **Town** Clerk, or designee, at such location as designated in the bid documents, and shall be identified as bids on the envelope.
2. Bids shall be opened in public at **Town** Hall by the Deputy **Town** Clerk, or designee, at the time and place stated in the public notice. All bids shall be publicly announced at the time of opening.
3. A tabulation of all bids received shall be posted for public inspection.
4. **No late bids** shall be accepted or opened, and, if received after the date and time called for in the bid notice, shall be retained unopened by the Deputy **Town** Clerk.
5. Failure to properly sign a bid shall invalidate the bid and it shall not be considered.
6. All bids opened shall contain a copy of the bid to be filed in the Clerk's office.
7. The **Town** reserves the right to waive any irregularities in the bids, as determined by the **CPO** and as approved by the **Town** Manager.
8. Receipt and Opening of Bids must be consistent with Chapter 119, F.S.S.

Informal Quotes Opening Procedures

1. Quotes shall be submitted to the **CPO**, either directly from the **Bidder** or via the **Buyer**; however, a written record must be maintained of all quotes received, as well as those who were solicited but did not respond.
2. A tabulation of all quotes shall be prepared for approval and posted on the Town dedicated webpage.
3. No late quotes shall be accepted or opened.

Best Practices

1. **Confidentiality.** Keep Bids and Bid Process secure and confidential. Do not disclose any information until after bids are opened and a bid is awarded.
2. **Verify the time clock.** Verify the time before the bid opening. Call "time" and check the clock that will be used to stamp or record the time bids are received, and ensure it is correctly set.
3. **Late Bids/Proposals.** Each bid must be received sealed in an envelope on or before the time specified in the Invitation for Bids. Late bids will not be opened and will not be considered under any circumstances.



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4. A late bid will be date-stamped and retained unopened, using the following procedure to notify the bidder:
 - i. Draft a letter for the **CPO's** signature indicating the time & date the late bid was received and the Bid Submittal Deadline, and that it could not be considered for award because it was not received by the Bid Submittal Deadline.
 - ii. Thank the bidder for bidding and invite them to submit future bids.
5. **Unmarked bids.** Bids should be delivered in sealed envelopes or boxes bearing on the outside the name of the bidder and the bid number. A fax is NOT a sealed bid. If an envelope or box does not have a return address or bid number it will be necessary to open it to determine if it is a bid, unless the bidder is present and can be asked for their name and the bid number. Write the bid number & submittal deadline on the outside of the envelope, reseal it, initial the resealed portion, and write "opened as unmarked bid."
6. **Unsealed bids.** If a bidder attempts to submit an unsealed bid, provide him/her with an envelope and tape and ask him/her to seal it and mark it with their name and the bid number before accepting it, unless there is not enough time to do so before the deadline. In such case, take the bid as given and call the **Town Attorney** in private immediately after the bid opening to request instructions for handling.

Bid Withdrawals

1. **Withdraw the entire bid.** A bidder who wishes to withdraw his/her bid must withdraw the entire bid and not just a portion of it.
2. **Before bid opening.** A **Bidder** may withdraw bids before the scheduled bid opening by providing the **FINANCE OFFICE** with a written notice of their intention to withdraw. If the request is to withdraw the bid in person, the bidder must provide identification and sign a release.
3. **After bid opening.** A bidder wishing to withdraw his/her bid after the bid opening must send a written request to the **Buyer**. The request must include the reason for withdrawing the bid. **Buyers** must obtain approval from the **CPO** before allowing a bid to be withdrawn after bid opening.

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Bid Corrections for a Mistake by a Bidder

1. If the bidder can show written proof of a mistake in his quote, after consultation with the **Finance Department**, the bidder may be allowed to withdraw his quote, but never to correct the mistake, because it might harm the other **Bidder** and put the **Town** in jeopardy of a bid protest or lawsuit. In this case, the **CPO** shall advise the buyer.
2. A bidder may not modify its bid after opening; however, calculation or typographical errors may be corrected by the **Finance Department** staff. **All calculations should be double checked by Town CPO to ensure accuracy.**

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Additional Considerations:

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1. Remember the Buyer controls the bid opening. It is not the time to be democratic and take votes from Bidder about issues that may arise.
2. Only talk about non-essentials. Conversation about non-essential topics such as the weather is fine and encourages a good rapport with the Bidder, but NEVER talk about the bid.
3. Make NO decisions. No matter what happens, if a Bidder arrives with a late bid or someone calls and says they got lost, etc., NEVER voice an opinion about whether their bid will be considered. These kinds of decisions cannot be made lightly or while under the glare of a hopeful Bidder who is pressing you for an answer. Tell them all decisions about such issues must first be discussed with the Town Attorney.
4. Thank the Bidder. Always thank the Bidder for bidding. It takes many hours to put together a bid with a long-shot chance of getting an award. On behalf of the Town, it is courteous to thank the Bidder for their efforts.

EVALUATION PROCESS

As the first step in the evaluation process for both formal and informal purchases, the **CPQ** and the **Buyer** shall complete a preliminary review of all bids to determine whether they are responsive, and responsible and then shall:

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1. Accept all bids as responsive and responsible,
2. Eliminate any non-responsive or non-responsible bids, or
3. Reject all bids.

Elimination of Non-Responsive Proposals (Sections 2-121, 2-124, 2-127, 2-128, 2-139)

Non-responsive refers to the bid's failure to meet the specifications of the project. A bid that does not include specified equipment, insurance, or bid bonds, or that fails to respond to the specifications in all material respects can be rejected on the grounds of being non-responsive. If the **Bidder** is deemed non-responsive, the reason should be documented and kept in the project file and the **Bidder** notified.

Non-responsive refers to the likelihood that the **Bidder** will not be able to, or will not make a good faith effort to, satisfactorily complete the project. A **Bidder** who has been shown to have a history, as documented in **Town** records or through **Bidder** references, of failure to complete projects could be deemed non-responsive. If the **Bidder** is deemed non-responsive, the reason should be documented and kept in the project file and the **Bidder** notified.

Note: It may be necessary to seek legal guidance before deeming a **Bidder** non-responsive due to the subjective nature of these decisions. If such a course of action is necessary, the decision should be delayed until legal guidance can be obtained.

Rejection of all Bids (Section 2-127(f))

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The **Town** Commission may reject any bids, parts of all bids or all bids for any one or more commodities or services included in the proposed contract when the public interest will be served thereby. The **CPO** shall not accept a bid from a contractor who is known to be in default on the payment of taxes, licenses, or other moneys due the **Town**.

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Best Practices for Bid Rejections

All bids may be rejected under one or more of the following conditions:

1. All bids exceed the budgeted amount.
2. There are no responsive **"Bidders"**.
3. There are no responsible **"Bidders"**.
4. The project is abandoned.
5. The specifications, scope and/or terms and conditions are revised for re-bidding.

"Buyers" must obtain approval from the **CPO** before rejecting any bid. If necessary, the **Town** Attorney may be consulted.

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Evaluation Committee:

For competitive sealed bids/proposals, the **CPO** shall appoint an evaluation committee of no less than three (3) **persons**, which **should** include the **CPO**, the **Buyer**/Department Head and one other person from the **Buyer** Department with the necessary education and experience to assess the proposals. **When in the best interests of the Town, or when required by law, an independent third party may be used in place of a Town employee.**

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The **CPO** shall serve as the Chairperson of these committees and shall be responsible for maintaining the integrity of the overall evaluation process.

The **CPO** (with the **Buyers** assistance) shall:

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1. Schedule all committee meetings and the deadline for completion of evaluations;
2. Tabulate/document members' scoring and ranking information;
3. Collect evaluation committee members' written notes and preserve as part of public record; and
4. Communicate the Committee's recommendation(s) to the Town Manager and/or Commission.



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The following procedures should be followed with the Evaluation Committee for Sealed Bids/Proposals:

1) Convene Evaluation Committee Meeting One: (Responsibilities)

The purpose of the first meeting is to distribute non-disclosure forms, ranking forms, and original RFP and **Bidder** Proposals and to explain to members their responsibilities including:

1. The evaluation process, laws, and policies,
2. Member responsibilities, ethical obligations, and restrictions,
3. The evaluation criteria and the scoring process, and
4. Discussion and consensus on any proposals deemed non-responsive.

Key Principles

1. Communication restrictions – to ensure the integrity of the process:
 - Evaluation committee members may communicate with each other about the RFP, but they should not disclose any information about the process to anyone not a part of the team.
 - All questions during the evaluation process, from **Bidders** or committee members shall be coordinated through the **CPO**.
 - There shall be no individual conversations between **Bidders** and other members of the committee unless coordinated by the **CPO**.
2. Conclusions are reached independently but team members may discuss issues with each other in arriving at their conclusions.
3. The **CPO** and/or **Buyer** may arrange with experts or technical advisors to help reach a decision. These experts or advisors shall provide factual data only and shall not tell committee members how to evaluate.
4. Each proposal should be evaluated individually against the requirements of the RFP and a standardized evaluation form prepared by the Finance Department.
5. After the technical evaluations are completed, all committee member notes and evaluation forms must be turned in to the **CPO** as part of the official public record.

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2) Complete Independent Evaluation

Once the non-responsive proposals have been eliminated, team members shall be given a timeline for reviewing and completing independent evaluations and documenting any questions, concerns or pertinent information that they need to discuss with the evaluation team after it reconvenes to discuss the independent scores. Team members shall only talk to each other regarding the proposals and all questions shall be directed to the **CPO** if they cannot be postponed to the second meeting.

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3) Convene Evaluation Committee Meeting Two (Rankings)

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Once the independent evaluations have been completed, committee members are encouraged to openly discuss their findings on each proposal at the scheduled evaluation committee meetings. They should also freely discuss factors that might influence their evaluations, such as previous experience with a **Bidder**. Committee members should seek clarification from the **Buyer** of record as to whether factors that influenced them are proper to use or might be inappropriate.

4) Tabulate Scores and Rankings

During the meeting, **CPQ** and **Buyer** tabulate and average all scores to determine the highest ranked proposals for discussion and final selection. The committee members may:

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- i. Choose to determine one or more proposals as most advantageous to the Town, or
- ii. Opt to identify a shortlist of **Bidders** from the highest ranked proposals to provide a presentation.

If it is apparent that one or more team members' evaluations differ significantly from the majority, the team should discuss the discrepancy to ensure the criteria were clear to all members and that specific information was not overlooked or misunderstood. Following this discussion, should a team member feel that he or she did not understand the criteria, the proposal requirements, or simply overlooked information that was included in the proposal, the evaluator (through one's own discretion) may revise his or her evaluation score. The **CPQ** must be present during these discussions to ensure that no team member tries to influence the decision of other members. Under no circumstances should any team member attempt to pressure other members to change evaluation scores.

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After the initial scores are tabulated, the evaluation committee will determine whether it wishes to hear oral presentations, and if so, which proposers/**Bidders** should be invited to give oral presentations. The team must determine how the results of the presentations will affect the total evaluation score; they may decide to assign extra points for oral presentations or to establish "oral presentation" as a separate factor to be evaluated after the presentations are made. The **Buyer** should notify the proposers who are invited to make oral presentations, making it clear that not all proposers have been selected (if appropriate). If there are particular questions the team would like to see addressed in the oral presentation, the **Buyer** should advise proposers of these in advance.

5) (Optional) Schedule Bidder Presentations

Once the shortlist has been identified, the team may decide to invite potential proposers to provide oral presentations to the committee.

Key principles:

1. The Oral Presentation is designed to satisfy the **Town's** need for clarification and understanding of the information provided in the proposal.
2. Oral presentations may be restricted to only those proposals in the competitive range of scores after the initial evaluation of all proposals.



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3. The selected **Bidders** should each be given the same amount of time to make their oral presentations to the evaluation team.
4. Committee members should – to the best of their abilities – ask questions regarding parts of proposals needing explanation or clarification or regarding those sections of a proposal that may have deficiencies.
5. The **Bidder's** answers are restricted to statements of facts. Discussion is permitted, and a **Bidder** may change their proposal to make it more attractive to the Town.
6. The **Bidder** may be required to document an answer if written clarification is determined to be in the best interest of the Town. All documented answers must relate specifically to discussions and questions asked.
7. Extreme care must be taken to preclude allowing the advertised scope of services/specifications to be materially modified (significant alterations of specifications) during the oral presentation.
8. Care must also be taken to ensure the equality established for all **Bidders** is not destroyed through the discussion or response clarification process and that all **Bidders** are afforded the same opportunities. Details of competing proposals must not be discussed during presentations.
9. After the Oral Presentations, the Committee may decide to re-evaluate using the original evaluation criteria and form and re-tabulate committee scores to determine the highest ranked proposals.

6) Evaluation Committee Recommendation

After evaluating all the bids or quotes, the Town can decide to award the contract to the lowest responsible bidder, or it can decide to reject all the bids or quotes and begin the process over. If no bids were received, the entity must re-advertise. The process would probably benefit in that case from additional advertising methods or altering the specifications somewhat.

1. Award to Lowest Responsible and Responsive Bidder. Award must be made to the lowest responsible and responsive bidder consistent with the bid's specifications.
2. No secret rebates, discounts, or other considerations: All agreements and purchases shall be based strictly upon the face value of bids received in the usual manner. All provisions of a transaction or purchase order must be definitely stated in the agreement or purchase order; no secret rebates, discounts, or other considerations can be accepted.
3. Award to Other Than Lowest Bidder. If the recommendation for award is to other than the bidder offering the lowest price, the FINANCE OFFICE shall include a justification for the award in the **Town** Commission Agenda report.

ADDITIONAL CONSIDERATIONS FOR EVALUATION

Only One Bid or Quote Received

When only one quote is received, the quote process must be examined. The following questions are helpful to determine if sufficient effort has been made to obtain at least three quotes:

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1. How many **Bidders** were asked to provide quotes? Not all **Bidders** will quote when asked. If three quotes were needed, five **Bidders** should have been solicited.
2. Were **Bidders** given enough time to quote? 24 hours is reasonable for off-the-shelf items, but not for custom-made items.
3. Were the right **Bidders** asked to quote; meaning did the **Bidders** who were solicited sell the type of product or service to be purchased?
4. Why didn't the **Bidder** you solicited offer quotes? Call them and ask them why. Perhaps they did not carry the type of product that was specified or they did not receive the request for quote. If they did not receive the request, do not allow them to submit a late one. If the **Town's** database address was wrong correct it and assure the bidder you have done so. If the bidder did not receive the quote because the U.S. mail was late, assure the bidder you will invite them to bid next time.

It is up to the Department to determine if a diligent effort was made to solicit two or three quotes because they are the one who will have to answer the questions above when asked.

Tie Bids

True tie bids are a rare occurrence because there is usually some factor that distinguishes one quote from another. Check all of the following:

1. Locality. If one bidder is local and not the other, award to the local bidder.
2. Delivery time. If one bidder has an earlier delivery time, his quote should be considered more advantageous and they should get the award.
3. Drug-Free Workplace. Award to the one that is, if other is not. (Section B6)
4. Past performance. Review the **Bidder** files for both **Bidders**. Award will be made to the **Bidder** with the best performance record.
5. When all factors are really equal, per Section 2-127(h)(i)(I)(2), the **CPO** and **Buyer** may split the bid if advantageous to the **Town** or as a final solution draw lots to determine the winning bid.

Deleted: <#>Presentation. If one Bidder's presentation, format, and packaging is of a superior professional level, while the other Bidder's is not, then award to the Bidder that does use such presentation.¶

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Closed Bid Evaluations

In the case of a closed bidding process, the bids are opened on a pre-specified date and time.

1. The lowest bid is examined.
2. If the bid is determined responsive, i.e. all required specifications have been met, the **Bidder** has provided all necessary insurance and bonding documentation and meets qualified bidder criteria, if any, and there is no reason to believe the **Bidder** will not be able to complete the project as specified, the contract is awarded to that Bidder.
3. If there exists some reason to believe that the **Bidder** will not attempt to, or be able to, satisfactorily complete the project, the **Bidder** can be judged *non-responsible*, in which case the reason is noted, and the next lowest bid is considered.

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In some cases, it may require a few days to thoroughly review and discuss bids once they are opened in order to determine the **lowest responsible Bidder**.

Requesting Additional Information

Occasionally, you will find you do not have enough information to make an award decision. It is acceptable to ask **Bidders** to furnish additional information about their product as long as:

1. They are not asked for information they were required to submit with their bid, and their failure to submit the information should have been deemed unresponsive, and
2. They are not asked for information or pricing on any product that was not a part of the original quote/bid.

Alternative Solutions

If the Bidder offers an alternative solution with the original quote, and the specifications do not prohibit alternative bids, it is allowable to consider the alternative item. However, if the alternative product is offered after the Quote Submittal Deadline, the **Town** must refuse all additional quotes because it would harm the other **Bidders** and put the **Town** in jeopardy of a bid protest or lawsuit.

What to do When Splitting the Award Would Save Money

Once the quotes have been received, you CANNOT change how the quote will be awarded. Courts have determined that local agencies such as the **Town** should not have the option to change who gets the award by awarding to lowest overall bidder or awarding to the lowest bidder per item. The decision of how the bid will be awarded must be made before the bids are solicited. To avoid protests, when soliciting bids for which you want to award item by item, rather than all to the lowest bidder, you must state so on the quote form.

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Step 7. Award of Quotes/Bids/Proposals and Contracts (Sec. 2-129)

Once the evaluation process is completed, for all purchases over \$25,000.00 recommended rankings shall be submitted to the **Town** Commission for approval and authorization to award a contract.

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SECTION 2-129 – CONTRACT AWARDS

1. An initial purchase of, or contract for, commodities or services, in excess of \$25,000.00, shall require the prior approval of the **Town** Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed.
2. Emergency purchases, however, as described in Section 2-126, shall not require advance **Town** Commission approval. In such emergency situations, the **Town** Manager, or designee, may approve the purchase or contract, subject to later ratification by the **Town** Commission.



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3. Emergency purchases are to be made only when the normal function and operation of the **Town** would be hampered to such an extent by submittal of a requisition in the usual manner that it may adversely affect the life, health, safety, or welfare of citizens.
4. Purchases exceeding the sum of \$75,000.00 in the aggregate shall not be purchased from the same person or entity during the course of any fiscal year unless the purchases are first authorized by the **Town** Commission.
5. The above provision shall not apply to purchases of utilities or to ongoing contracts.

In some cases, the purchase order may serve as the sole contractual document. However, it may be necessary to prepare a letter of agreement or formal contract in addition to the Purchase Order particularly for large purchases. The letter and/or contract may be prepared by the **Bidder** and reviewed by the **Town** Attorney or prepared by the **Town** Attorney for final signature by the **Bidder**. The **Town** Attorney should be involved in any negotiations necessary to finalize the contract after Commission approval.

SEC. 2-130. TOWN ATTORNEY'S ROLE

The **Town** Attorney shall review all contracts awarded under this article and shall approve the contracts as to form and content prior to their execution by the appropriate **Town** officials. Notwithstanding the above, the **Town** Attorney, in his or her discretion, may approve form contracts bearing a pre-printed **Town** Attorney approval, provided that the provisions of the form contracts are not modified.

Step 8. Issuance of Purchase Orders (Sec. 2-121)

The purchase order (PO), issued by the Finance Department, is the most commonly used instrument to place orders, award bids, enter agreements, and confirm verbal orders.

Town Purchasing Policy **Section 2-121(j)** directs that a purchase order shall precede all purchases over \$1,500. In lieu of a letter of agreement or a contract, the PO constitutes a contract with the **Bidder**.

The PO may be the only contractual document the **Town** has to enforce the order against the **Bidder** or contractor; therefore, all documentation related to the purchasing process should include advertisements, requisitions, any solicitation documents (i.e. Bids, Proposals, Informal Scope of Services or Specifications, standard terms, and conditions), and **Bidder** Bids/Proposals/Quotes Received, Evaluation and selection process. Final Approval by the Commission should be attached to the Purchase Order to ensure complete details are available to enforce what is written on the order (e.g., the quality of goods and thoroughness of service).



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TABLE 7: CHECKLIST FOR PURCHASE ORDERS

✓ Every purchase order should at a minimum contain the following information:
✓ Pre-printed Town letterhead with address and telephone number
✓ Date of the order
✓ Supplier's or contractor's name, address, and telephone number
✓ Bidder/Vender number
✓ Address to which the goods or services are to be delivered
✓ FOB Destination
✓ Anticipated delivery date (do not use "ASAP" – instead select an actual date)
✓ Quantity of goods/services ordered
✓ Complete description of goods/services ordered
✓ Unit and extended prices
✓ Signature of person authorizing the purchase
✓ Reference to any quote or bid that was obtained

Step 9: Acceptance, Inspection and Payments

The Department "Buyer" has the primary responsibility for ensuring the deliverables meet all the specified criteria prior to submitting an invoice to the **CPO** for approval. This process should follow the Town's standard procedures for Accounts Payable as outlined in the Finance and Accounting* Manual. Sufficient documentation should be included with all invoices

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Acceptance or non-acceptance of a deliverable is at the discretion of the "Buyer". The "Buyer" must provide the **CPO** with the final disposition of the deliverable: 1) approval, 2) conditional approval, or 3) rejection. If approved, the appropriate documentation shall be submitted with the invoice for payment. If not approved, the "Buyer" should inform the **CPO** of steps that will be taken to correct the unacceptable deliverable. If the **CPO** and Buyer cannot resolve the issue, they should contact the Town Attorney for advice on how to proceed.

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The final disposition must be communicated in writing to the Vendor and solutions for final disposition determined consistent with the original contract specifications.

The following section covers some Bidder/Vendor issues and suggestions for resolving such issues.



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CHAPTER 6: MANAGING BIDDERS/CONTRACTORS

Bidder Violations, Contract Issues and Protests

The **Director** and the **Buyer** are required to notify the **Town** Attorney immediately regarding any issues related to **Bidder** violations, contract controversies or **Bidder** protests, and promptly provide all the necessary documentation to support said claims. The **Town** Attorney is authorized to review and resolve any such issues raised by the Director and Buyer.

BIDDER VIOLATIONS

1. Conviction of a Criminal Offense. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. Conviction of a Crime Affecting Responsibility. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction of Violation of Antitrust Statutes. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Serious Violation of Contract Provisions. Violation of contract provisions, as set forth below, of a character which is regarded by the **Town** Commission to be so serious as to justify debarment action;
5. Failure to Perform. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
6. Recent Record of Poor Performance. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor or supplier shall not be considered to be a basis for debarment;
7. Other Causes. Any other cause the **Town** Commission determines to be so serious and compelling as to affect responsibility as a **Town** contractor or supplier, including debarment by another governmental entity for any cause listed in regulations; or
8. Violation of Ethical Standards. For violation of the ethical standards set forth in **Section 9, Ethics in Public Contracting, of Town Ordinance.**

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CONTRACT OR BREACH OF CONTRACT CONTROVERSIES

This section applies to controversies between the **Town** and a supplier or contractor and which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. The **CPQ** shall contact the **Town** Attorney who is authorized, before commencement of an action in a court concerning the controversy, to settle and resolve a controversy consistent with all applicable laws.

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Sec. 2-131. Debarment and Suspensions.

(a) *Authority and requirement to debar and suspend.* After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the **Town** Commission, after consultation with the **Town** Attorney or **Town** staff, shall have the authority to debar a person or entity for the causes listed in this section from consideration for award of **Town** contracts. The debarment shall be for a period of not fewer than three years. The **Town** Manager, CPO or Using Department shall also each have the authority to suspend a contractor from consideration for award of **Town** contracts when there is probable cause for debarment pending the debarment determination by the **Town** Commission.

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(b) *Causes for debarment or suspension.* Causes for debarment or suspension include the following:

1. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of **Town's** contract provisions, which violation is regarded by the CPO or Using Department to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a **Town** contract or to perform within the time limits provided in the **Town** contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the person or entity by any federal, state, or other governmental entity; or
6. Any other cause judged by the **Town** Commission to be so serious and compelling as to affect the responsibility of the person or entity performing **Town** contracts.

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(c) *Debarment and suspension decisions.* Subject to the provisions of this section the **Town** Attorney shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the debarred or suspended party.

Sec. 2-121 (c) Definitions

Change Order. Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. The changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, the changes, when viewed against the background



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of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

Sec. 2-134. Change Orders.

- (a) Subject to the restrictions contained in division (b) below, the **Town** Manager, or designee, is authorized to approve all change orders decreasing the cost of the contract to the **Town** that do not materially alter the character of the work contemplated by the contract as determined in his or her judgment, to be in the public interest.
- (b) Notwithstanding the provisions of division (a) above, the **Town** Manager, or designee, is not authorized to approve a change order without authorization of the **Town** Commission where the sum of all change orders issued under the contract increases the cost of the contract by \$1,500.00 or greater.

Sec. 2-135. Term, Termination, Extension and Renewal of Contracts.

- (a) *Term.*
1. Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the **Town** provided the extension, if any, is included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for future fiscal periods shall be subject to the availability of funds.
 2. Contracts may be awarded with provisions of upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the CPO.
- (b) *Termination.* The **Town** Commission is authorized to terminate any contract entered into by the **Town** when the **Town** Commission determines that the contracting party has breached or failed to perform one or more of its obligations under the contract. When a contract is entered into by the **Town** pursuant to **Town** Commission approval and is terminable by the **Town** without cause, only the **Town** Commission is authorized to terminate the contract without cause. If any Commissioner desires that a contract be terminated without cause, he or she shall notify the **Town** Manager in writing and request that the item be placed on the next **Town** Commission agenda.
- (c) *Extensions.* The **Town** Manager, or designee, is authorized to extend, for operational purposes only, and for a maximum of 180 days, any contract previously approved by the **Town** Commission and entered into by the **Town**. Any other extensions of the contract term require the approval of the **Town** Commission.
- (d) *Town Commission notification.* The **Town** Manager, or designee, shall notify the **Town** Commission, in writing at least three months in advance of the expiration, renewal, automatic renewal

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or extension date of a contract, and shall provide a copy of the contract and a **Bidder** performance report card for the contract to the **Town** Commission.

(e) *Application to existing and future contracts.* The provisions of this section shall apply to every contract in existence on the effective date of this section and every contract entered into thereafter.

Sec. 2-136. Preference to Businesses with Drug-Free Workplace Programs.

(a) The **Town** hereby adopts by reference Section 287.087, Florida Statutes, as amended, regarding bidding preferences for businesses with drug-free workplace programs.

(b) Whenever two or more bids which are equal with respect to price, quality, and service are received by the **Town** for the procurement of commodities or services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given a preference, provided that the drug-free workplace program complies with Section 287.087, Florida Statutes, and any other applicable state law. An announcement of this preference shall be included in the bid documents.

Sec. 2-137. Non-Discrimination.

Contractors shall not discriminate against any person in its operations, activities, or delivery of services. Contractors shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Sec. 2-138. Non-Collusion.

A bidder shall not collude, conspire, connive, or agree, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham bid in connection with the service or commodities for which the bid has been submitted. A bidder shall not refrain from bidding in connection with such service or commodities or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in providing the proposed service or commodities.

Sec. 2-139. Bid Protest Procedures.

(a) Upon completion of the evaluation of all bids for a particular procurement, the **CPO** or Using Department shall issue a notice of bid/proposal action. This notice, containing the date and time of issuance, shall be posted on the **Town** website and at a conspicuous location at **Town** Hall.

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(b) A bidder with a "substantial interest" who has been adversely affected by the **Town's** selection of a bidder may protest the selection by complying with the requirements set forth herein. A bidder shall be deemed to have a "substantial interest" if the bidder would have been selected as the lowest responsive and responsible bidder but for the alleged mistake or irregularly described in the protest. If the Using Department or **CPO** determine that a bidder does not have a "substantial interest," that bidder is precluded from bringing a bid protest pursuant to this section.

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(c) A bidder wishing to object to terms, conditions, specifications, procedures, selection criteria, weight of evaluation criteria or other matter set forth in the bid or proposed documents must make such objections in writing during the period of time set forth for questions and answers in the Invitation to Bid, request for proposal, request for qualifications or request for letters of interest. A

Bidder who has not raised such objections in writing during the question and answer time may not use the bid protest process to object to these matters once a notice of bid/proposal action has been posted.

(d) A bidder may file a "Notice of Intent to Protest" by emailing said notice to the Using Department or **CPO** within two business days of the issuance of the notice of bid/proposal action pursuant to subsection (a) hereof or the publication of a **Town** Commission agenda recommending the award of the bid, whichever is sooner. Such Notice of Intent to Protest shall include the bid or proposal number and title, the name and address of the protester, and a brief statement as to the basis of the bid protest.

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(e) The complete written bid protest must be filed with the Using Department or **CPO** within ten calendar days of the issuance of the notice of bid action. To be considered, the written protest of bid must include:

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1. The bid or proposal number and title;
2. Company name, protester's name, and title, mailing address of protester, and e-mail address of protester;
3. The facts and law upon which the protest is based; and grounds not stated shall be deemed waived;
4. Rules, regulations, or statutes pertinent to the protest;
5. Relief which the protester seeks;
6. Any other information that the protester deems to be material to the protest; and
7. A bid protest bond in the form of a certified check, cashier's check, or money order made payable to the **Town** of Pembroke Park in an amount equal to five percent (5%) of the protester's bid amount or \$5,000.00, whichever is less. If the protest is upheld by the **Town**, the bond will be refunded to the protester. If the protest is denied, the entire bid protest bond amount shall be forfeited to the **Town**.

(f) Upon receipt of a timely filled and complete formal written bid protest, the Using Department and **CPO** shall stay the award of the purchase order or contract until the bid protest is resolved, unless the Using Department and **CPO** determine in writing that compelling circumstances exist which require that the award be processed

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Without further delay in order to protect the **Town's** interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare of the citizens or substantial disruption of **Town** operations.

(g) After receipt of the timely filed and complete written bid protest, and upon the protester's request, the Using Department and **CPO** shall meet with the protester to discuss the allegations and to attempt to resolve the matter. The Using Department and **CPO** shall issue their decision on the bid protest within 14 calendar days of the meeting, or if no meeting is requested, within 14 days of receipt of the timely filed and complete written bid protest. Such decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.

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(h) The protester may appeal the decision of the Using Department and **CPO** to the **Town** Manager by filing a written appeal with the **Town** Clerk's office within three business days of issuance of the Using Department and **CPO's** decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the Using Department and **CPO**, as well as the relief sought. The **Town** Commission will review the bid protest appeal and shall overturn the bid award if the protester proves that the bid award did not comply in material respects with the requirements contained in the Invitation to Bid, request for proposal, request for qualifications or request for letters of interest, this procurement code, or Florida law. The **Town** Commission's decision shall be e-mailed to the protester on the date of issuance unless another method of delivery is otherwise directed by the protester.

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(i) Failure by a bidder to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the bid protest and a waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.

(j) Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

How to Expedite Orders

The **Finance** Department should set up a "tickler" file to alert **the Department for** overdue items. Every Purchase Order should carry an actual calendar date as the "Delivery Date," to facilitate the expediting process. Additionally, every order should show the name and telephone number of the person who provided the quote.

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TABLE 8: OVERDUE ORDERS CHECKLIST

✓ Telephone/email/fax/ the supplier/contractor
✓ Provide either a copy of the PO or the following information:
○ PO number,
○ Date of anticipated or promised delivery,
○ Name of person who provided the delivery date (or quote).
✓ Ask the Bidder to provide in writing:
○ Either the date the item was shipped or a reason it was not shipped,
○ The name & telephone of the person providing the information

The Using Department should determine if it still wants the item or if it wants to cancel the order for non-performance and let the **Bidder** know in writing.

Avoiding Contractor Problems

1. Entities can avoid potential problems with contractors by including sufficient detail in the specifications regarding the performance standards and general expectations of the contractor and the service provided or the goods purchased.
2. Entities can also help avoid future problems with **Bidders** by strengthening the contractor-**Bidder** relationship with a post-award conference to discuss the expectations of each party in the completion of the project. Creating a point of contact helps to open the lines of communication so that any potential questions do not become future problems.
3. Another method for avoiding problems with the contractor is to make partial payments based upon a prearranged schedule where payments are made when specific milestones are reached or at pre-specified intervals after work has been verified.

Compensation may present the biggest obstacle in this phase of the project. The amount allotted for the project may or may not already be known to both parties. Decisions must be made about whether to pay for the service or product on a lump sum or fixed fee basis, or on a unit price basis. In addition, decisions should be made about what costs are and are not included if a fixed fee method is used. The parties should also discuss the process for making changes or additions to the contract that could result in higher costs.

Documentation and Steps Involved in Soliciting Goods and Services

Every purchase made by the **Town** requires documentation because the **Town** is expending public funds. The **Town** is audited every year and must have readily accessible records detailing all expenditures for goods and services. This documentation must include the what, how, and why of a purchase as well as



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the appropriate authorization and consistent with all applicable laws.

There are three types of purchasing documents which should be used. These documents can be part of an online software system or separate hard copy forms, which should all be retained consistent with public records requirements:

1. The Purchase Requisition, as used in this manual, refers to the initial request to make a purchase form. It may be online software. The requisition is a request for approval of an appropriation of funds to purchase of goods or services. The approval for purchase and the authority to approve a purchase is dependent upon the dollar amount of the purchase.
2. Solicitation Documents provide more detailed information about the requisition/appropriation for goods or services requested. The solicitation documents form the basis for the Purchase Order and the agreement/contract with the **Bidder** for goods and services. The types of solicitation documents which may be used are explained in detail in the section on Solicitation Documents in this manual.
3. The Purchase Order is the official contract/agreement issued to the **Bidder** which places the order for the goods or services. All solicitation documentation, as described in this manual, should accompany the purchase order.
4. **Credit Card Policy**

Comment [MLS7]: Make sure to include



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ADDENDUM

Attachment 1: Standard Specification Sources

Federal government sources

General Services Administration

Federal Supply Service – Specifications Section 470
East L'Enfant Plaza, SW

Suite 8100

Washington, DC 20407

(202) 619-8925

(202) 619-8978 (fax)

Website: www.gsa.gov

E-mail: public.affairs@gsa.gov

United States Department of Health and Human
Services National Institute for Occupational Safety
and Health 200 Independence Ave., SW

Room 715A Washington, DC 20201

(202) 401-6997

(800) 356-4674 (toll-free)

(888) 232-3299 (fax)

Website: www.cdc.gov/niosh

E-mail: pubstaft@cdc.gov

Document Automation & Production Service 5450
Carlisle Pike, Building 09

Post Office Box 2020 Mechanicsburg, PA 17055-
0788

(877) 327-7226 (toll-free)

(717) 605-3971 (fax)

Website: www.daps.dla.mil

E-mail: webmaster@daps.dla.mil

Federal Information Center

(800) 688-9889 (toll-free)

Standards Writing Organizations

American Bar Association 740 15th St., NW

Washington, DC 20005-1019

(800) 285-2221 (toll-free)

Website: www.abanet.org

American National Standards Institute 25 W. 43rd
St., 4th floor

New York, NY 10036

(212) 642-4900

(212) 398-0023 (fax)

Website: www.ansi.org

E-mail: ansionline@ansi.org

American Society for Testing and Materials 100
Barr Harbor Drive

West Conshohocken, PA 19428-2959

(610) 832-9200

(610) 832-9555 (fax)

Website: www.astm.org

E-mail: service@astm.org

American Society of Mechanical Engineers, Intl. 3
Park Ave.

New York, NY 10016-5990

(800) 843-2763 (toll-free)

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Website: www.asme.org

E-mail: infocentral@asme.org

American Welding Society 550 NW LeJeune Road
Miami, FL 33126

(305) 443-9353

(800) 443-9353 (toll-free)

Website: www.aws.org

E-mail: info@aws.org

National Institute of Standards and Technology
Standards Information Center

100 Bureau Drive, Stop 2100

Gaithersburg, MD 20899-2100

(301) 975-4040

Website: www.nist.gov

E-mail: inquiries@nist.gov

National Fire Protection Association Headquarters
1 Battery March Park Quincy, MA 02269-9101

(617) 770-3000

(617) 770-0700 (fax)

Website: www.nfpa.org

E-mail: public_affairs@nfpa.org

United States Department of Commerce,
Technology Administration

National Technical Information Service Springfield,
VA 22161

(703) 605-6000

(800) 553-6847 (toll-free)

Website: www.ntis.gov

E-mail: helpdesk@fedworld.gov

Society of Automotive Engineers 400
Commonwealth Drive

Warrendale, PA 15096-0001

(877) 606-7323 (toll-free)

Website: www.sae.org

E-mail: custsvc@sae.org

Underwriters Laboratories, Inc. 2600 N.W. Lake Rd.

Camas, WA 98607-8542

(877) 854-3577 (toll-free)

(360) 817-6278

Website: www.ul.com

E-mail: info@us.ul.com

Other Sources of Specifications Information

Association for the Advancement of Medical
Instrumentation

1110 N. Glebe Road Suite 220

Arlington, VA 22201-4795

(800) 332-2264, ext. 247 (toll-free)

(703) 276-0793 (fax)

Website: www.aami.org

E-mail: customerservice@aami.org

American Association of State Highway and
Transportation Officials

444 North Capitol St., N.W., Ste. 249 Washington,
DC 20001

(202) 624-5800

(202) 624-5806 (fax)

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Website: www.transportation.org
E-mail: info@aatcco.org

American Association of Textile Chemists and
Colorists Post Office Box 12215
Research Triangle Park, NC 27709-2215
(919) 549-8141
(919) 549-8933 (fax)
Website: www.aatcco.org

American Concrete Institute 38800 Country Club
Dr.
Farmington Hills, MI 48331
(248) 848-3700
(248) 848-3701 (fax)
Website: www.aci-int.net
E-mail: webmaster@aci-int.org
CSA International
8501 East Pleasant Valley Road Cleveland, OH
44131-5575
(216) 524-4990
(216) 642-3463 (fax)
Website: www.iasapprovals.org

American Gear Manufacturers Association 500
Montgomery Street, Ste. 350
Alexandria, VA 22314-1581
(703) 684-0211
(703) 684-0242 (fax)
Website: www.agma.org
E-mail: webmaster@agma.org

The Asphalt Institute 2696 Research Park Drive
Lexington, KY 40511-8480

(859) 288-4960
(859) 288-4999 (fax)
Website: www.asphaltinstitute.org

Aerospace Industries Association 1000 Wilson
Blvd., Ste. 1700
Arlington, VA 22209-3928
(703) 358-1000
Website: www.aia-aerospace.org
E-mail: neale@aia-aerospace.org

American Institute of Chemical Engineers 3 Park
Ave.
New York, NY 10016-5991
(203) 702-7660
(800) 242-4363 (toll-free)
(203) 775-5177 (fax)
Website: www.aiche.org
E-mail: xpress@aiche.org

The American Institute of Architects 1735 New
York Ave., NW Washington, D.C. 20006-5292
(202) 626-7300
(800) AIA-3837 (toll-free)
(202) 626-7547 (fax)
Website: www.aia.org

American Institute of Steel Construction One East
Wacker Drive
Suite 3100

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Chicago, IL 60601-2001
(312) 670-2400
(312) 670-5403 (fax)
Website: www.aisc.org

American Nuclear Society 555 North Kensington
Ave. LaGrange Park, IL 60526
(708) 352-6611
(800) 323-3044
(708) 352-0499 (fax)
Website: www.ans.org
E-mail: outreach@ans.org

American Petroleum Institute 1220 L St., NW
Suite 900
Washington, D.C. 20005-4070
(202) 682-8000
Website: www.api.org

American Railway Engineering and Maintenance-
of-Way Association
10003 Deredwood Lane, Ste. 210
Landover, MD 20706
(301) 459-3200
(301) 459-8077 (fax)
Website: www.arena.org

Air Conditioning, Heating and Refrigeration
Institute 4100 Fairfax Drive
Arlington, VA 22203-1623
(703) 524-8800
(703) 524-3816 (fax)

Website: www.ahrinet.org
E-mail: ahri@ahrinet.org

American Society of Agricultural and Biological
Engineers 2950 Niles Road
St. Joseph, MI 49085-9659
(616) 429-0300
(616) 429-3852 (fax)
Website: www.asabe.org

American Society of Civil Engineers 1801 Alexander
Bell Drive
Reston, VA 20191
(800) 548-2723 (toll-free)
Website: www.asce.org
E-mail: cybrarian@asce.org

American Society of Heating, Refrigerating, and Air
Conditioning Engineers
1791 Tullie Circle, N.E. Atlanta, GA 30329
(404) 636-8400
(800) 527-4723 (toll-free)
(404) 321-5478 (fax)
Website: www.ashrae.org

The American Society for Nondestructive Testing
1711 Arlingate Lane
Post Office Box 28518 Columbus, OH 43228-0518
(614) 274-6003
(800) 222-2768
(614) 274-6899 (fax)
Website: www.asnt.org

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E-mail: president@asnt.org

American Society for Quality Post Office Box 3005
Milwaukee, WI 53201-3005

(414) 272-8575

(800) 248-1946 (toll-free)

(414) 272-1734 (fax)

Website: www.asq.org

E-mail: cs@asq.org

American Society of Sanitary Engineering 901
Canterbury, Suite A

Westlake, OH 44145

(440) 835-3040

(440) 835-3488 (fax)

Website: www.asse-plumbing.org

E-mail: info@asse-plumbing.org

American Water Works Association 6666 West
Quincy Ave.

Denver, CO 80235

(303) 794-7711

(800) 926-7337

(303) 347-0804 (fax)

Website: www.awwa.org

E-mail: custsvc@awwa.org

Buyers Laboratory, Inc. 20 Railroad Ave.

Hackensack, NJ 07601-3399

(201) 488-0404

(201) 488-0461 (fax)

Website: www.Buyerslab.com

E-mail: info@Buyers-lab.com

Compressed Gas Association 4221 Walney Road,
5th Floor Chantilly, VA 20151

(703) 788-2700

(703) 961-1831 (fax)

Website: www.cganet.com

E-mail: cga@cganet.com

Gas Processors Association 6526 East 60th St.

Tulsa, OK 74145

(918) 493-3872

(918) 493-3875 (fax)

Website: www.gasprocessors.com

Institute of Electrical and Electronics Engineers 3
Park Ave., 17th floor

New York, NY 10016-5997

(212) 419-7900

(212) 752-4929 (fax)

Website: www.ieee.org

E-mail: customer-service@ieee.org

Illuminating Engineering Society of North America

(IES) 536 LaGuardia Place

New York, NY 10012

(212) 993-6460

(212) 248-5017 (fax)

Website www.iesny.org

E-mail: admin@iesnyc.org

IPC

(formerly Institute for Interconnecting and

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Packaging Electronic Circuits)
2215 Sanders Road
Northbrook, IL 60062-6135
(847) 509-9700
(847) 509-9798 (fax)
Website: www.ipc.org
E-mail: answersipc@ipc.org

International Society of Automation
(ISA) Post Office Box 12277
Research Triangle Park, NC 27709
(919) 549-8411
(919) 549-8288 (fax)
Website: www.isamarketplace.org
E-mail: info@isa.org

Manufacturers Standardization Society of the Valve
and Fittings Industry
127 Park St., NE Vienna, VA 22180-4602
(703) 281-6613
(703) 281-6671 (fax)
Website: www.mss-hq.com
E-mail: info@mss-hq.com

National Association of Corrosion Engineers
(NACE, Intl) 1440 South Creek Drive
Houston, TX 77084-4906
(281) 228-6200
(800) 797-6223
(281) 228-6300 (fax)
Website: www.nace.org

National Association of Purchasing Management
Institute for Supply Management
(ISM)
2005 East Centennial Circle Post Office Box 22160
Tempe, AZ 85285-2160
(480) 752-6276
(800) 888-6276 (toll-free)
(480) 752-7890 (fax)
Website: www.napm.org

National Electrical Manufacturers Association 1300
North 17th St.
Suite 1752
Rosslyn, VA 22209
(703) 841-3200
(703) 841-5900 (fax)
Website: www.nema.org
E-mail: webmaster@nema.org

National Fire Protection Association 1
Batterymarch Park
Quincy, MA 02169-7471
(617) 770-3000
(617) 770-0700 (fax)
Website: www.nfpa.org
E-mail: public_affairs@nfpa.org

National Fluid Power Association 3333 North
Mayfair Road
Suite 211
Milwaukee, WI 53222-3219
(414) 778-3344

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(414) 778-3361 (fax)
Website: www.nfpa.com
E-mail: nfpa@nfpa.com

National Institute of Governmental Purchasing
(NIGP) 151 Spring St.
Herndon, VA 20170-5223
(800) 367-6447 (toll-free)
(703) 736-2818 (fax)
Website: www.nigp.org

National Institute of Justice
United States Department of Justice 810 Seventh
St., NW
Washington, DC 20531
(800) 851-3420 (toll-free)
Website: www.ojp.usdoj.gov/nij

National Sanitation Foundation, Intl.
(NSF International) 789 North Dixboro Road
Post Office Box 130140 Ann Arbor, MI 48113-0140
(734) 769-8010
(800) NSF-MARK (toll-free)
(734) 769-0109 (fax)
Website: www.nsf.org
E-mail: info@nsf.org

Pipe Fabrication Institute
511 Ave. of the Americas, #601 New York, NY
10011
(514) 634-3434
(514) 634-9736 (fax)

Website: www.pfi-institute.org
E-mail: pfi@pfi-institute.org

Public Technology Institute, Inc. 1301 Pennsylvania
Ave., NW Suite 830
Washington, D.C. 20004
(866) 664-6368 (toll-free)
Website: www.pti.org
E-mail: info@pti.org

RTCA, Inc.
(formerly Radio Technical Commission for
Aeronautics, Inc.)
1828 L St., NW, Suite 805
Washington, DC 20036
(202) 833-9339
(202) 833-9434 (fax)
Website: www.rtca.org
E-mail: info@rtca.org

Semiconductor Equipment and Materials
International 3081 Zanker Road
San Jose, CA 95134-2127
(408) 943-6900
(408) 428-9600 (fax)
Website: www.semi.org
E-mail: semihq@semi.org

Technical Association of the Pulp and Paper
Industry 15 Technology Parkway
Norcross, GA 30092
(770) 446-1400

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(800) 332-8686 (toll-free)
(770) 446-6947 (fax)

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Website: www.tappi.org
E-mail: memberconnection@tappi.org

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Attachment 2: Standard Specification Terms & Conditions

SELLER TO PACKAGE GOODS:

*The seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) the seller's name and address; (b) the consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) the container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. The seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The **Buyer's** count or weight shall be final and conclusive on shipments not accompanied by packing lists.*

SHIPMENT UNDER RESERVATION PROHIBITED:

The seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS:

*The title and risk of loss of the goods shall not pass to the **Buyer** until the **Buyer** actually receives and takes possession of the goods at the point or points of delivery.*

DELIVERY TERMS AND TRANSPORTATION CHARGES:

*F. O. B. destination freight prepaid unless delivery terms are specified otherwise in bid; the **Buyer** agrees to reimburse the seller for transportation costs in the amount specified in the seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the **Buyer** shall have the right to designate what method of transportation shall be used to ship the goods.*

NO PLACEMENT OF DEFECTIVE TENDER:

*Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and the seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the seller may seasonably notify the **Buyer** of his intention to cure and may then make a conforming tender within the contract time but not afterward.*

PLACE OF DELIVERY:

The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in



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_____,” hereof. The terms of this agreement are no arrival, no sale.

INVOICES AND PAYMENTS:

The Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: _____ Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses.

The **Buyer's** obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for the **Buyer** will return goods to seller. Do not include federal excise, state, or **Town** sales tax. The **Town** shall furnish tax exemption certificate, if required.

GRATUITIES:

The **Buyer** may, by written notice to the Seller, cancel this contract without liability to the Seller if it is determined by the **Buyer** that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent, or representative of the seller, to any officer or employee of the **Town** of Sample **Town** with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event the **Buyer** cancels this contract pursuant to this provision, the **Buyer** shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the seller in providing such gratuities.

SPECIAL TOOLS AND TEST EQUIPMENT:

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by the Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the **Buyer** and to the extent feasible shall be identified by the Seller as such.

WARRANTY PRICE:

The price to be paid by the **Buyer** shall be that contained in the Seller's bid which the Seller warrants to be no higher than the Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event the Seller breaches this warranty, the



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prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, the **Buyer** may cancel this contract without liability to the Seller for breach or the Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for Commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the **Buyer** shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such Commission, percentage, brokerage, or contingent fee.

WARRANTY PRODUCTS:

The Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the **Buyer**. The Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by the Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

SAFETY WARRANTY:

The Seller warrants that the product sold to the **Buyer** shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, the **Buyer** may return the product for correction or replacement at the Seller's expense. In the event the Seller fails to make the appropriate correction within a reasonable time, correction made by the **Buyer** will be at the Seller's expense.

NO WARRANTY BY **BUYER** AGAINST INFRINGEMENTS:

As part of this contract for sale the Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. The **Buyer** makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall the **Buyer** be liable to the Seller for indemnification in the event that the Seller is sued on the grounds of infringement or the like. If the Seller is of the opinion that an infringement or the like will result, he will notify the **Buyer** to this effect in writing within two weeks after the signing of this agreement. If the **Buyer** does not receive notice and is subsequently held liable for the infringement or the like, the Seller will save the **Buyer** harmless. If the Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement



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or the like, this contract shall be null and void except that the **Buyer** will pay the Seller the reasonable cost of his search as to infringements.

RIGHT OF INSPECTION:

The **Buyer** shall have the right to inspect the goods at delivery before accepting them.

CANCELTATION:

The **Buyer** shall have the right to cancel for default of all or any part of the undelivered portion of this order if the Seller breaches any of the terms hereof including warranties of the seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancelation is in addition to and not in lieu of any other remedies that the **Buyer** may have in law or equity.

TERMINATION:

The **Buyer** may terminate performance of work under this order in whole or in part in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Seller of a notice of termination specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the **Buyer** set forth in Clause 15, herein.

FORCE MAJEURE:

If by reason of force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement then such party shall give notice and full particulars of force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term force majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the state of Florida or any civil or military authority, insurrections, riots, epidemics, landslides, lighting, earthquake, fires, hurricanes, storms, floods, wash outs, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all



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reasonable dispatch and shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

ASSIGNMENT AND DELEGATION:

*No right or interest in this contract shall be assigned nor shall any obligation made by the seller be delegated without the written permission of the **Buyer**. Any attempted assignment or delegation by the seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.*

WAIVER:

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

MODIFICATIONS:

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

INTERPRETATION PAROLE EVIDENCE:

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

APPLICABLE LAW:

This agreement shall governed by the laws of the State of Florida.

ADVERTISING:

*The Seller shall not advertise or publish, without the **Buyer's** prior consent, the fact that the **Buyer** has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.*

RIGHT TO ASSURANCE:

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Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

VENUE:

Both parties agree that venue for any litigation arising from this contract shall lie in Broward County, Florida

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:

*Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the **Town**, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.*



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Attachment 3: Informal Quotation Form (Sample)

Description of product/service:				
Department:		Buyer Name:		
Quotation and Evaluation: (Quotations should be evaluated on the basis of suitability of product/service and price. Identify below and advise suppliers if there are further evaluation criteria i.e. Delivery)				
The following suppliers were asked to quote (identify minimum of 3 suppliers capable of supplying) Attach any documents from Suppliers.				
Date Quotes Requested:		Quotes to be Received By:		
Supplier Name	Contact Name	Contact Method	Contact Number	Amount Quoted
Name/Title Buyer:				
Signed:Date:				
Contract Award		Bidder Amount		
Justification:				
Name/Title Approving Officer:				
Signed:Date:				

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Attachment 4: Outline of a Request for Proposal (RFP)/Invitation to Bid (ITB)

I. Introduction

The Town of Pembroke Park is seeking proposals from qualified firms interested in providing _____ services to the Town.

ii. Scope of services

(This section can contain a detailed description of the service that is being sought.)

iii. Instructions to proposers

Proposals must be in writing and must be received by *(time)* on *(date)*, *(year)*. All proposals, questions and correspondence should be directed to: *(name of Town staff and address of office)*. In order to ensure a fair review and selection process, firms submitting proposals are prohibited from contacting any other Town staff or Commission-members regarding these proposals.

iv. Statement of content of rfp

- A. Title page *(name, address, phone, contact person, date)*
- B. Table of contents
- C. Statement of the proposal *(work, timetable, availability)*
- D. Consultant's/firm's profile/history/experience *(client references)*
- E. Fees and method of payment

v. Proposal evaluations

(This section can outline the criteria that the Commission will use to evaluate the proposals.)

vi. Agreement terms

(This section can outline the negotiation procedures, any ethics policies and other terms that the proposals must meet.)

vii. Town's timetable

(This section can address such things as the day that the proposals will be opened, when interviews will be scheduled, and when the selection will be made.)

viii. Other information

(This section can cover background information on the Town, claims-- record information for insurance, or other information that might be important for firms to know when submitting their proposals.)



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Page 6	Section 3	Scope of Work
Page 8	Section 4	Required Format for Proposals
Appendix A		Insurance Requirements
Appendix B		Proposal Checklist
		Non-Collusion Certificate
		Affirmative Action Requirements
		Affidavit of Affirmative Action Compliance
		Other

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Attachment 5: Sample Advertisement for Bids

Notice to Bidder

Re: [Subject]

Sealed bids will be received and publicly opened by the Town of Pembroke Park, Broward County, Florida, at Town Hall, 3150 SW 52nd Ave., Pembroke Park, FL 33023, (Tel. 954-966-4600) on **[Day]**, the **[Date]th of [Month], [Year] at [Time]**, for the furnishing of work and materials for the **[Subject]**

Plans and specifications may be examined at Town Hall and copies may be obtained for the contractor's individual use by applying to the _____.

Bids must be made on the basis of cash payment for work and accompanied by a cash deposit, certified check (on a responsible bank in the State of Florida) or a bidder's bond made payable without conditions to the Town of Pembroke Park, FL in an amount of not less than 5% of the total amount of the bid.

The Town Commission reserves the right to reject any and all bids and to waive any bids received without explanation. No bid may be withdrawn for a period of thirty (30) days.

By the order of the Town Commission of the Town of Pembroke Park, FL.

Sample advertisement for purchases

To Whom it May Concern:

The Town Commission of the Town of Pembroke Park will receive bids at Town Hall until *(time)*, on *(date)*, *(year)* for the purchase of the following: *(merchandise, materials, equipment, etc.)*.

The specifications are on file in Town Hall. A copy of the specifications will be furnished to any prospective bidder upon a deposit of _____ dollars to guarantee their safe return. Bids must be made on the basis of cash payment for the property. All bids must be accompanied by a cash deposit, bid bond, certified bank letter of credit, or certified check made payable to the Town for at least _____ percent of the bid amount. Bids must be directed to the Town Clerk and must be securely sealed with a statement on the outside wrapper describing the item for which the bid is being submitted. Bids will be opened and considered by the Town Commission at *(time)* in the Commission chambers on *(day and date)*, *(year)*. The Town Commission reserves the right to reject all bids.

EXHIBIT 2

RESOLUTION NO. 19-07-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING THE TOWN PURCHASING MANUAL; PROVIDING FOR FINAL REVISIONS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission has determined that it is necessary to have a clear, well established set of procedures for the procurement of goods and services by Town for the orderly administration of Town operations; and

WHEREAS, the Town Commission recently adopted amendments to the Town procurement code updating procedures for solicitations for bids and proposals for goods and services and related matters concerning Town purchases; and

WHEREAS, the Purchasing Manual is intended for use by the Town staff on a daily basis to implement the rules and requirements set forth in the Procurement Ordinance; and

WHEREAS, Oel Wingo Management and Consulting Services provided a draft version of the Purchasing Manual which has been reviewed and amended by Town staff; and

WHEREAS, it is necessary for the Finance and Budget Department to review and approve the proposed amendments to the Purchasing Manual for adoption by Town.

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

Section 1: That the Town Commission adopts the Purchasing Manual reviewed and amended by the Town staff, subject to final review and approval by the Finance & Budget Department.

Section 2: That upon final review and approval by the Finance and Budget Department staff, the Purchasing Manual shall be implemented by Town staff for the

procurement of goods and services by the Town.

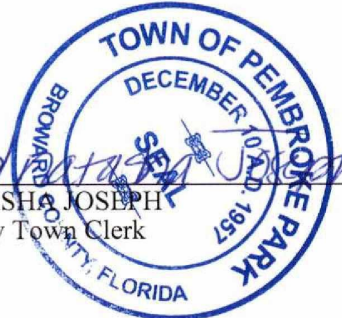
Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

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

PASSED AND ADOPTED this 10th day of July, 2019.

ATTEST:


NATASHA JOSEPH
Deputy Town Clerk




ASHIRA A. MOHAMMED
Mayor-Commissioner

L:\Michael\Partners\Chris\Town\Resolutions\Resolution No. 19-07-09.FN24448E.docx



Town of Pembroke Park Credit Card Policy

TOWN OF PEMBROKE PARK CREDIT CARD POLICY

PURPOSE

This policy establishes the basis for the Town's credit card program. The credit card program is designed to improve efficiency in processing purchases from any authorized vendor that accepts the Town's credit card.

The Credit Card Program will simplify the credit process for obtaining supplies, materials, services, travel, and equipment.

This program will allow the cardholder to purchase supplies and services directly from vendors. Each credit card is issued in the name of the employee who is responsible for its use.

The card may be used to purchase non-restricted commodities in person at the vendor site, over the telephone, via fax, by mail and over the Internet.

OBJECTIVES

- To provide an efficient method of paying for supplies/services
- To reduce staff time involved in processing transactions
- To reduce the use of petty cash
- To ensure card purchases are in accordance with the Town's Procurement Manual
- To ensure that the Town bears no legal liability from inappropriate use
- To provide for disciplinary action if the credit card is misused

AUTHORIZATION

All requests for credit cards must be approved by the employee's Department Director or designee and submitted to the Finance Department in writing by completing the Certification and Receipt form.

By signing the certification form, the employee affirms that he/she has read and is familiar with the rules, regulations, and procedures as stated in the Town of Pembroke Park's Procurement Manual. Employees who misuse or abuse the card will be subject to disciplinary action up to and including termination of employment.

Credit cards may be used only by the person whose name appears on the face of the card or his or her administrative assistant and may not be loaned to, or used by, any other person. The account number must not be given to any individual other than the vendor from whom the employee is making a purchase.

RESPONSIBILITIES

The following are the responsibilities of:

- A. Card holder (Employee):
 - Hold and secure credit card
 - Comply with all credit and travel policies
 - Determine availability of budgeted funds before ordering
 - Order materials and services
 - Collect and save all sales receipts/invoices
 - Identify disputed charges
 - Make sure vendor is aware of our tax exempt status
 - Notify Department Director and Purchasing Card Administrator in Finance immediately of lost, stolen, or other cards requiring termination
- B. Purchasing Card Administrator:
 - Review & reconcile transactions with cardholder
 - Assign and/or verify the appropriate accounting codes
 - Assist cardholders with disputed item
 - Obtain Department Director's signature to authorize payment
 - Attach receipts and supporting documentation each week
 - Collect cards from cardholders who end or transfer employment
 - Confirm that all charges are authorized by Department Director
 - Administer 1099 reporting
- C. Department Director or designee
 - Request credit cards for authorized employees
 - Set departmental and cardholder spending limits within established guidelines and budgets
 - Designate Department Credit Card Representative
 - Coordinate issuance and cancellation of cards
 - Provide training to all new cardholders and periodic refresher training classes, as needed
 - Participate in billing dispute resolution
 - Maintain procedures and cardholder guides/manuals
 - Conduct annual inventory/evaluation of credit cards
 - Approve requests for credit cards submitted by Department Director/Finance Director
 - Coordinate and maintain internal controls

LIMITS AND RESTRICTIONS

The credit card is for official Town business only. The purchase of goods or services for the employee's personal use is strictly prohibited. The purchase of gift cards, tobacco products, alcohol or obtaining a cash advance is strictly prohibited.

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All items paid for with the credit card must be shipped to the Town and are property of the Town.

It is the responsibility of the user department to have adequate funding available prior to making purchases.

TRAVEL RELATED CHARGES

The department traveler should submit the appropriate Travel Reimbursement Form to the Department Director or designee for approval. A copy of the completed/approved Travel Reimbursement Form must be submitted along with copies of any trip-related receipts charged to the credit card.

Per Diem should be requested on a Travel Reimbursement Form and processed through Accounts Payable.

Purchases for conference registrations/classes, airline tickets, hotels, meals and parking charges are permissible.

If a gift card is issued to card holder for a qualifying credit event, said gift card must be submitted to Finance Department Purchasing Card Administrator so that card may be applied to the next department purchase.

TAXES

Most purchases are **exempt from sales tax**. Cardholders must assure that sales tax has not been added to the receipt or request that a credit be processed. Some Internet purchases will require the cardholder to call a customer service number on the company's website in order not to have taxes placed on the order; **it is the responsibility of the cardholder to ensure that this occurs**. Purchases outside of the State of Florida and purchases with major retail companies may be excluded from this rule.

LOST OR STOLEN CARDS

If a card is lost or stolen, immediately contact the Credit Card Company Customer Service and the Purchasing Card Administrator. Verbal reports of a lost or stolen card must be confirmed by e-mail to Purchasing Card Administrator.

CREDITS/RETURNS

Merchandise returned must be credited to the Town's account to which the transaction was charged. If a cardholder receives cash payment or store credit for returned merchandise, the amount must be returned to the Finance Department to be used for future purchases. It is the responsibility of the user department to assure that credits for returned merchandise are properly applied to the cardholder's account.

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DISPUTES/ERRONEOUS CHARGES

It is the responsibility of the cardholder to document and resolve disputes and erroneous charges directly with the vendor. In most cases, disputes can be resolved in this manner. If a dispute cannot be resolved, a written claim notice must be submitted to Purchasing Card Administrator within 20 days after the occurrence of loss.

SUSPENSION POLICY

The Suspension Policy is a progressive step policy, and may be put into effect if:

1. a cardholder fails to submit proper documentation to the Purchasing Card Administrator or Department Representative by the established deadlines, or
2. A cardholder misuses card privileges by making inappropriate purchases of items or services not in compliance with this Credit Card Program policy or the Town's Procurement Manual.

First Offense: The cardholder will receive a documented written warning from the Credit Card Administrator.

Second Offense: Suspension of card privileges for a period of one (1) to three (3) months. The effected credit card is to be surrendered to the Credit Card Administrator during the suspension period.

Third Offense: Permanent revocation of card privileges.

The nature of the offense could also result in termination as well as civil and/or criminal prosecution.

ANNUAL CREDIT CARD INVENTORY

An annual Credit Card Inventory will be conducted by each user department. A list of all department cardholders will be provided to user departments by the Credit Card Administrator. User departments are responsible for reviewing, approving and returning the inventory listing to a Credit Card Administrator.

RECORD KEEPING/RECEIPTS

It is the responsibility of the cardholder to obtain transaction receipts for all purchases. Sales receipts or packing slips must be obtained whether a purchase is made in person or via telephone, fax, mail, or over the Internet. **It is the employee's responsibility to assure that the description on the sales receipt or packing slip is legible and clearly describes the purchase. These receipts will be used by the Department Representative to substantiate the charge on each statement.**

Documentation must be accurate, accessible and complete, as it not only records the transaction, but also supports the legitimate business purpose of the purchase. In addition to sales receipts and packing slips, the following are additional examples of supporting documentation:

- Subscription or dues forms
- Conference registration forms
- Statement of vendor performed services
- Cash register receipts

In the event all efforts to obtain documentation of a transaction have failed, the cardholder must attach a written description of the purchase along with a signed certification that the purchase was made in accordance with Town policy. Failure to provide certification may result in disciplinary action and the employee may be required to pay the Town for the undocumented expense. Three or more incidents of missing documentation within a year may result in the cancellation of the employee's credit card privileges.

The cardholder is responsible for submitting all documentation to their Department Representative within 10 days from purchase.

CHANGES IN AUTHORIZED USERS

It is the responsibility of the user department to contact the Purchasing Card Administrator concerning any change to an authorized cardholder's employment status such as transfer or termination. Cards must be returned in person to the Purchasing Card Administrator.

TOWN OF PEMBROKE PARK

Certification and Receipt Form

Agreement for Use of Town of Pembroke Park Credit Card

I understand and agree with the following:

1. The Town of Pembroke Park purchasing card issued to me is property of the Town of Pembroke Park.
2. The credit card issued to me is to be used solely to purchase items for the Town in accordance with the Town's purchasing policies, which I have read and understand.
3. I am expressly forbidden to use the card to purchase items that will be used for any purpose other than Town business use that will serve public purpose.
4. The personal use of the credit card will result in disciplinary action that may include termination as well as civil and/or criminal prosecution.
5. I must within 10 days from purchase submit **all** receipts detailing all of the items purchased with the credit card.
6. I am responsible for reporting to my Department Director & Purchasing Card Administrator in Finance immediately if I misplace or lose the purchasing card.
7. I am responsible for any unauthorized charges if I do not report the lost or stolen card immediately.
8. Disciplinary action will be taken if I do not report the lost or stolen card to my Department Director & Purchasing Card Administrator in Finance.
9. I agree to pay for items purchased with the credit card if I do not submit detail receipts of items purchased.
10. The credit card issued to me will be suspended if I do not submit receipts **all** receipts detailing the items purchased with the credit card.

Geoffrey Jacobs
Cardholder Name (Print)

1746
Last 4 digits on card

[Signature]
Cardholder Signature

3/27/20
Date

COMMISSION
Department Name

MAYOR
Department Director Name

[Signature]
Department Director Signature

3/27/20
Date

Cc: Personnel File
Finance Department

2/6/2018

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OIG 22-007-M

EXHIBIT 5

Memo of Understanding

Subject: Travel Policy

Effective Date: May 31, 2011

Purpose:

To provide guidelines for reimbursement of travel expenses.

Policy:

Travelers will be reimbursed for reasonable expenses incurred while on Town business as determined by Town Commission.

Meals:

Receipts for meal expenses must be included with reimbursement request if expenses exceed the per diem rate allowance of \$10 for breakfast, \$15 for lunch, and \$25 for dinner.

Mileage:

Travelers using their personal vehicle will be reimbursed the current standard IRS mileage rate for the round trip distance to the destination point. The current IRS rate as of May 31, 2011 is 55 cents per mile for business miles driven. Necessary related expenses will be reimbursed with proper receipts.

Lodging:

Lodging expenses will be reimbursed for lodging. Hotel receipts must be submitted with reimbursement request. Programs held within 50 miles from the Town of Pembroke Park require prior approval from the Town Commission for hotel reimbursement.

Airfare:

Travelers will be reimbursed for the full cost of their airline ticket upon submission of a copy of the airline ticket with reimbursement request. The lowest available fare is recommended.

Miscellaneous:

The travelers will be reimbursed for mileage to and from the airport when a personal car is used. Taxi fare to and from the airport will be reimbursed with receipts. Travelers will not get reimbursed for alcoholic beverage expenses incurred while on Town business.

OIG 22-007-M

EXHIBIT 6

LAW OFFICES
RYAN & RYAN, LLC
THIRD FLOOR
700 EAST DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004-3090

ARCHIE J. RYAN, III
TIMOTHY M. RYAN
CHRISTOPHER J. RYAN*
ERIC W. ABEND

**Board Certified City,
County and Local
Government Lawyer*

TELEPHONE: (954) 920-2921
FACSIMILE: (954) 921-1247
www.ryanlawfl.com

MEMORANDUM

To: Ashira Mohammed, Mayor
Howard P. Clark, Jr., Vice Mayor
Georgina Cohen, Commissioner
Emma Shoaff, Commissioner
Robert A. Levy, Town Manager
Georgina Rodriguez, Budget and Finance Director
Natasha Joseph, Assistant Town Manager/Deputy Town Clerk

From: Christopher J. Ryan 

Re: Reimbursement for Traveler Per Diem and Travel Expenses

Our File Number: 23833E

Date: April 26, 2017

The Town Commission recently requested an opinion from our law firm as counsel for the Town as to whether the Town Commission may authorize reimbursement for meals for Pembroke Park travelers at a amount in excess of those established by Section 112.061(6), Florida Statutes. This issue was addressed in Florida Attorney General Opinion 2003-01 dated January 3, 2003, which summarized the Statute as follows:

Section 112.061(6), Florida Statutes, applies to municipalities and controls the maximum rates of per diem and subsistence allowance to be paid to officers, employees or others authorized to act on behalf of the municipality. While a municipality may legislate on the subject of per diem and subsistence allowances for governmental travelers, the rates established by section 112.061(6), Florida Statutes, may not be exceeded.

The Attorney General Opinion states that the Florida Legislature enacted Section 112.061(6) "to ensure uniformity for all state and local officials and employees traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business."

The rates established for reimbursements in Section 112.061(6), Florida Statutes, have increased since the Attorney General Opinion was issued in 2003, however, the language of the statute has not been amended which would allow for the Town to pay a Town traveler for expenses which exceed the current rates.¹

Therefore, it is my opinion that Section 112.06(6), Florida Statutes, applies to Town travelers and controls the maximum rates of per diem and subsistence allowances for officers or employees or others authorized to act on behalf of the Town, and the Town Commission may not authorize payment in excess of the state established rates.

CJR/ks

¹ RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE.- For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are provided as follows:

(a) All travelers shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveler:

1. Eighty dollars per diem; or

2. If actual expenses exceed \$80, the amounts permitted in paragraph (b) for subsistence, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

When lodging or meals are provided at a state institution, the traveler shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided for in this subsection.

(b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business as provided in paragraph (5) (b):

1. Breakfast. \$6

2. Lunch. \$11

3. Dinner. \$19

(c) No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state.

OIG 22-007-M

COMPOSITE EXHIBIT 7



TOWN OF PEMBROKE PARK

Town Travel Policy

RE: <u>Travel Policy</u>	POLICY: <u>2023.04.18</u>
EFFECTIVE DATE #: <u>April 26, 2023</u>	UPDATED: _____

Attendance of Town employees, including full-time, and elected or appointed commissioners at professional meetings and training courses benefits them, the Town and, therefore, the performance of public purpose through increased awareness of technical and administrative developments through the exchange of ideas with their peers. Additionally, travel may be part of an employee's official duties.

OBJECTIVES:

To provide reasonable, systematic means by which travel for Town purposes may be approved and controlled, consistent with efficient and economical operation.

To standardize travel costs and policies for Town employees and commissioners regardless of funding source or purpose of trip.

RESPONSIBILITIES:

1. **OFFICIAL BUSINESS** – Travel on official business, whether local or overnight, must be authorized by a department head for his/her staff or the Town Manager for his/her direct staff and elected commissioners.
2. **REIMBURSEMENT**
 - a. Employees/commissioners travelling on Town business, in or out of the State, will be reimbursed for trip expenses as indicated in this regulation.
 - b. **Eligible expenses:** Employees/Commissioners traveling on Town business shall receive transportation and registration at actual cost and lodging and meals at per diem rates as provided in the following link to the Federal GSA website <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In the case that an official or employee is attending a conference or meeting on Town business, the sponsor venue rate will supersede the GSA rate. To minimize travel expenses, the attendee may stay in the hotel where the conference meeting is

taking place if, after review, it is deemed to be in the best interest of the Town to minimize travel expenses. meals will be allocated as a percentage of the per diem rate as follows: Breakfast – 15%, Lunch – 30%, and Dinner 55%.

If the registration cost includes a full meal, e.g., a standard breakfast, lunch or dinner, or the employee/official requests on the travel form the cost of a ticket to attend a formal banquet as part of the trip, then the respective portion of the per diem will be disallowed based on the percentage above. Other reasonable travel expenses, such as taxi fares, tolls, parking fees and registration fees will be reimbursed at actual cost.

- c. **Guests:** The Town is not responsible for any of the costs of a traveler's guests. All expenses related to a traveler's guests are the responsibility of the traveler.

3. PAYMENT OF TRIP EXPENSES

- a. **Advances:** The Finance Director is authorized to make advances to employees/commissioners to cover the anticipated cost of the trip. The Finance Director will make such advances only upon receipt of the approved Travel Request Form and any related direct vouchers from the Budget and Finance Department. Such advances may include the anticipated cost of subsistence and travel of any person transported in the custody of a police officer in the performance of official duties.
- b. **Actual Expenses:** Within ten (10) working days after the traveler returns, the traveler shall complete a Travel Expense Report Form which itemizes actual trip expenses. Receipts for the traveler's expenses and, if applicable, for any person transported in the traveler's custody, must be included with the form. The form is to be submitted to the Budget and Finance Department for review and the signature of the Finance Director.

If the traveler received an advance greater than the actual expenses, the traveler shall return the excess funds to the Budget and Finance Department within five (5) working days of the traveler's return. If the traveler with reasonable cause expended more than estimated in the advance, the Finance Department as part of its review will prepare and issue a reimbursement check to the traveler.

The Town does not require receipts for meals purchased with advanced per diem funds. The only time the receipt is required is when the traveler pays with the Town's credit card.

4. COMPUTATION OF TRAVEL TIME

- a. Continuous travel of twenty-four (24) hours or more away from the Town, based on calendar day of midnight to midnight; the traveler shall be reimbursed from the time the trip begins to the time the traveler returns to the Town, for expenses as provided in section 2(B).

- b. Continuous travel of less than twenty-four (24) hours which involved overnight absence from the Town: In all cases, the travel period begins when the trip begins. The traveler shall be reimbursed for any expenses provided in Section 2(B).
 - c. Travel for short or day trips where the traveler is not away from the Town overnight: The traveler shall be reimbursed for any expenses as provided in section 2(B).
5. **MODE OF TRANSPORTATION –** The most economic method of transportation is recommended although consideration shall be given to the following factors:
- a. Purpose of trip
 - b. Work time to be missed by the traveler.
 - c. Number of persons making the trip
 - d. Amount of material or equipment being transported.

The department head will determine the most economical mode of transportation. In cases where the mode of transportation chosen by the traveler is not the most economical, the traveler will be responsible for payment of the difference between the mode chosen and the most economical mode.

In all cases to minimize travel expenses for the performance of a public purpose, the lowest practical common carrier rate will be used for purposes of travel and advanced reservation discounts, where applicable, will be used for reimbursement.

6. **PRIVATE VEHICLE**

Such travel, when approved, will be reimbursed by the method and the rates established on the GSA's Federal website. The employee, whether full-time, part-time, temporary, or volunteers, must provide the Budget and Finance Director with a certificate of insurance or a policy declaration page evidencing liability insurance coverage naming the Town as an additional insured. This insurance shall cover the private vehicle being used for the period it is used for travel on Town business. The minimum limits for this coverage shall be those established by the State of Florida for bodily injury and property damage.

7. **TOWN VEHICLES USED**

Often a Town vehicle will be considered the most economic mode of transportation for trips that are within the State and do not involve overnight stays. When Town vehicles are used, the traveler will contact the Finance Department to acquire a Town-issued credit card to purchase fuel while on the trip. The traveler must furnish a current copy of his/her Florida Driver's license to Finance or Human Resources for a driver's license check and clearance, prior to using a Town vehicle for travel.

Should a Town vehicle become disabled while being utilized for business travel within or outside of the Town of Pembroke Park limits, the employee shall notify the Town so that service can be provided. A towing service for Town vehicles requiring such a service outside the corporate limits of the Town of Pembroke Park shall be provided

by a private contractor procured under the direction of the Town Manager.

8. VACATION COMBINED WITH OFFICIAL TRAVEL

Travelers wishing to combine a vacation with a business or convention trip must have prior approval by the Department Head or the Town Manager if he/she reports directly to the Town Manager. Travelers traveling under such circumstances will be reimbursed at the roundtrip lowest practical common carrier rate to and from the Town-related trip location, regardless of the mode of transportation used or the actual trip destination(s). Actual expenses or per diem will be reimbursed for the actual conference period and travel time to and from conference location via common carrier. All other times will be charged as annual leave and expenses shall be borne by the traveler.

PROCEDURES

1. AUTHORIZATION TO TRAVEL

- a. At least fifteen (15) days in advance of the scheduled departure date, the traveler must fill out the Travel Request Form with estimated trip costs, attach the justification stating the performance of a public purpose, any written information or agenda related to the trip, sign the form, have his/her Department Head sign the form and submit the form to the Budget and Finance Department for review and signature from the Finance Director. If the nature of the trip is such that advance notice cannot be given, this step can be shortened or eliminated by notifying the Budget and Finance Department as soon as the travel necessity is known. The Budget and Finance Department will collaborate with staff to expedite the request.
- b. For travelers that directly report to the Town Manager or elected commissioners, the Travel Form must be signed by the Town Manager prior to final submission to the Budget and Finance department.

2. TRAVEL ARRANGEMENTS

- a. Once the trip is authorized, the Budget and Finance Department will issue any advance checks requested by the traveler (i.e., airfare, hotel, per diem, etc.) upon receipt of the approved direct voucher from the Budget and Finance Department.

3. TRAVEL EXPENSE REPORT

- a. Within ten (10) working days after the return, the traveler shall complete and sign the Travel Expense Report Form, have the Department Head countersign, and forward it to the Budget and Finance Department for review and Finance Director's signature. Receipts for lodging, registration fees, transportation and other expenses for which reimbursement is requested must be attached to the Travel Expense Report Form. **PER DIEM MEAL EXPENSES NEED NOT BE RECEIPTED.** The Budget and Finance Department may require explanation of any expenditures considered questionable and shall verify the amount of

reimbursement or amount due to the Town based on the provisions of this policy.
The employee shall receive a validated copy of the report forms from the Budget
and Finance Department after processing.

Juan Carlos (JC) Jimenez, Town Manager

Date



TOWN OF PEMBROKE PARK

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

REGULAR COMMISSION MEETING MINUTES Wednesday, May 10, 2023 at 7:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Kashem
Commissioner Geoffrey Jacobs

Town Manager JC Jimenez
Interim Town Attorney Jacob Horowitz
Town Clerk Marlen D. Martell

1 CALL TO ORDER MEETING CALLED TO ORDER AT 7:07PM

2 PLEDGE OF ALLEGIANCE LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL The meeting was called to order at 7:07 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; David Howard, Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Lucie Manzerolle, Building Manager; Mark Pakula, Information Technology Director; Suzi Reutlinger, Assistant to Town Clerk; Roy Brown, Finance & Budget Director; Babette Friedman, HR Director; Wade Douty, Sergeant; and Ra Shana Dabney-Donovan, Major

4 PRESENTATIONS / PROCLAMATIONS

1. Broward County Transit's PREMO (Premium Mobility Plan) network presentation - Barney McCoy, Barney L. McCoy, Assistant General Manager - Service and Strategic Planning, Broward County Transit (BCT).

BRIAN MCCOY SPOKE ON RECORD

2. Rebuilding Together Broward & Pembroke Park - Code Compliance Chief Ramirez

ROBIN MARTIN SPOKE ON RECORD

3. *National Public Works Week Proclamation May 21–27, 2023 “Connecting the World Through Public Works”*

MAYOR MOHAMMED READ THE TITLE OF PROCLAMATION INTO THE RECORD

4. Friday June 2, 2023 is proclaimed National Gun Violence Awareness Day - Moms Demand Action for Gun Sense

MARIA SWANSON SPOKE ON RECORD

5. The month of May is proclaimed as Jewish American History Month

MAYOR MOHAMMED READ THE PROCLAMATION INTO THE RECORD

6. May 2023 is Mental Health Awareness Month

MAYOR MOHAMMED READ BY TITLE ONLY THE PROCLAMATION INTO THE RECORD

7. April 30- May 6, 2023 celebrates Municipal Clerks Week

MAYOR MOHAMMED READ BY TITLE ONLY THE PROCLAMATION INTO THE RECORD

8. Asian American & Pacific Islander Heritage Month is celebrated in May 2023 - Acting Clerk Commissioner Kashem

ACTING CLERK COMMISSIONER WOULD LIKE TO PLAN AN EVENT FOR ASIAN AMERICAN & PACIFIC ISLANDER (AAPI) HERITAGE MONTH. MAYOR MOHAMMED CLARIFIED TO ACTING CLERK COMMISSIONERS REQUEST, THAT IF THERE IS NO COST TO CELEBRATE THE EVENT FOR AAPI, SHE CAN DO IT. ALL COMMISSIONERS WERE IN FAVOR

MAYOR MOHAMMED READ THE PROCLAMATION AS HAITIAN AMERICAN HERITAGE MONTH BY TITLE ONLY

CHANGES TO THE AGENDA

WITHDRAW 7.2 - RESOLUTION NO. 2023-006 ILA

9.4 RFP 23-02: WIND RETROFIT ROOF REPLACEMENT AT TOWN HALL

9.5 ARPA FUNDS

ADD 9.7 SUMMER HIATUS

9.8 CLIMATE PREPAREDNESS CONFERENCE

MOTION TO APPROVE THE AMENDED AGENDA MADE BY

**CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY
ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED
5-0.**

**5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD &
WELFARE**

MARK VERTEFEUILLE SPOKE ON RECORD
DWAYMON CASON SPOKE ON RECORD
RON THURSTAN SPOKE ON RECORD
TERRENCE MOHAMMED SPOKE ON RECORD

6 CONSENT AGENDA

1. Approval of Minutes - Town Clerk Martell
2. Additional Licenses for the Police department - IT Director Pakula
3. Renew Sonicwall Licenses
4. New Camera System for the Preserve and Behan Park

5. Planning and Zoning Board Members
CURRENTLY WE HAVE THREE VACANCIES ON THE P&Z BOARD AND
THREE MEMBERS FROM THE CHARTER REVIEW COMMITTEE HAVE
AGREED TO VOLUNTEER FOR THE BOARD AND THEY ARE: PAULETTE
WALKER, GARY SCHRADER AND EVELYN CUNNINGHAM IN ADDITION,
BACKGROUND CHECKS WERE PROCESSED BEFORE BECOMING A
CHARTER REVIEW COMMITTEE MEMBER.

Charter Review- Interim Town Attorney
CHARTER REVIEW BOARD CONCLUDED ITS BUSINESS, TOWN CLERK
TO SET UP A MEETING TO HAVE THEM COME IN AND PRESENT THEIR
RECOMMENDATIONS.

**MOTION TO APPROVE CONSENT AGENDA
MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS
HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE.
MOTION PASSED 5-0.**

7 RESOLUTIONS

1. Designation of Commission oversight capacity - Interim Town Attorney
Horowitz
RESOLUTION NO. 2023-005
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE
TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN
COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF
THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS
DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR

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CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

MOTION THE ELECT ACTING CLERK COMMISSIONER KASHEM TO BE THE PARKS LIAISON MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION TO ELECT CLERK COMMISSIONER HODGKINS TO BE THE PUBLIC WORKS LIAISON MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION TO ELECT VICE MAYOR MORRISSETTE AS FIRE AND POLICE LIAISON

INTERIM TOWN ATTORNEY CAUTIONED THE COMMISSION REGARDING DUAL ROLE, THE MAYOR DULY NOTED THE COMMENT FROM THE INTERIM TOWN ATTORNEY.

MOTION TO ELECT VICE MAYOR MORRISSETTE AS FIRE AND POLICE LIAISON

APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MAYOR MOHAMMED TO BE INVOLVED AND ENGAGED WITHIN THE POLICE DEPARTMENT

MOTION TO PASS RESOLUTION 2023-005 APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

2. RESOLUTION NO. 2023-006 ILA - Town Manager Jimenez, Interim Town Attorney Horowitz

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS OF THE TOWN OF PEMBROKE PARK TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE ILA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

ITEM REMOVED FROM THE AGENDA

8 ORDINANCES

9 NEW BUSINESS

1. Purchase of two vehicles for CSA program previously approved on Feb 8, 2023

MOTION TO TABLE UNTIL NEXT MEETING MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION CARRIED.

MOTION TO WITHDRAW MOTION TO TABLE UNTIL NEXT MEETING MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

MOTION TO PURCHASE THE TWO VEHICLES AS FOR THE CSA PROGRAM

MOTION TO APPROVE THE PURCHASE OF TWO CSA VEHICLES MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 MAYOR ASHIRA MOHAMMED OPPOSED.

2. Travel and Per Diem policy - Mayor Mohammed

EXAMPLES ARE AVAILABLE UPON REQUEST TOWN MANAGER AND FINANCE DIRECTOR BROWN HAVE BEEN UPDATING THE POLICY TO MEET ALL STATUTE STATUTORY REQUIREMENTS, ONCE COMPLETED TOWN MANAGER JIMENEZ WILL FORWARD TO INTERIM TOWN ATTORNEY TO REVIEW AND COMPLIES, THEN BROUGHT TO THE COMMISSION FOR FINAL APPROVAL.

MOTION TO ADOPT THE TRAVEL POLICY MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

3. Moving access privileges to IT - Mayor Mohammed

I.T. DIRECTOR PAKULA PASSED OUT A HANDOUT (ATTACHED)

MOTION TO MOVE THE ACCESS PRIVILEGES BACK TO THE I.T. DEPARTMENT MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

4. RFP-23-02: Wind Retrofit Roof Replacement at Town Hall - Town Manager Jimenez

ITEM REMOVED FROM THE AGENDA

5. ARPA Funds - Commissioner Jacobs, Town Manager Jimenez
Town Manager to put a list together regarding projects to use ARPA funds.

ITEM REMOVED FROM THE AGENDA

6. Discussion and Possible Action - Continued Employment of Police Chief - Town Manager Jimenez, HR Director Friedman

MOTION TO CALL THE QUESTION MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MOTION TO FOLLOW AND ACCEPT THE TOWN MANAGERS RECOMMENDATION TO TERMINATE WITHOUT CAUSE THE POLICE CHIEF OF POLICE, DAVE HOWARD MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

HR DIRECTOR FRIEDMAN WANTED TO ADD TO THE RECORD AS TO ANOTHER VIOLATION OF THE CODE OF CONDUCT IN THE INVESTIGATION ON COMMISSIONER JACOBS, THAT HE IS ATTACKING JC JIMENEZ, TOWN MANAGER; A FORMER EMPLOYEE WHO IS NOT LONGER EMPLOYED BY THE TOWN AND HERSELF, BABETTE FRIEDMAN, HR DIRECTOR. SHE COMMENTED "MOVING FORWARD, NOW THAT THE CHIEF OF POLICE IS TERMINATED, WHAT'S NEXT?"

MOTION TO APPOINT MAJOR RA-SHANNA DABNEY DONOVAN AS THE INTERIM ACTING CHIEF OF ADMINISTRATIVE FOR THE POLICE DEPARTMENT MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

MOTION TO APPOINT LIEUTENANT WADE DOUTY AS INTERIM ACTING OPERATIONS POLICE CHIEF FOR THE POLICE DEPARTMENT MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

7. Summer Hiatus- Mayor Mohammed

MOTION TO HAVE SUMMER HIATUS SET FOR JULY AND AUGUST WITH THE UNDERSTANDING THAT THERE WILL BE A WORKSHOP AT THE END OF AUGUST MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

8. Climate Preparedness Conference - Mayor Mohammed

MOTION THAT ANY COMMISSIONER THAT WISHES TO ATTEND THE CLIMATE PREPAREDNESS CONFERENCE IN MAY FROM THE 18TH TO THE 20TH IN AN AMOUNT NOT TO EXCEED \$4,000.00 MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

10 OLD BUSINESS

11 DISCUSSION

1. Commission assignment of Boards and Committees - Commissioner Mohammed
Florida League Cities
Broward League of Cities
Metropolitan Planning Organization meeting are the 2nd Thursday of the month

CLERK COMMISSIONER HODGKINS WOULD LIKE TO REMAIN ON AS THE REPRESENTATIVE FOR THE MOP
MAYOR MOHAMMED STATED FOR THE COMMISSIONERS TO PICK WHICH COMMITTEE THEY WOULD LIKE TO REPRESENT, AND LET THE CLERK KNOW

MOTION TO HAVE MAYOR MOHAMMED AS DIRECTOR, VICE MAYOR MORRISSETTE AS ALTERNATE AND CLERK COMMISSIONER HODGKINS AS SECOND ALTERNATE TO THE BACK UP ON THE BROWARD LEAGUE OF CITIES MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION CARRIED.

2. Town Hall Generator - Commissioner Jacobs

LOOK INTO GENERATOR WITH A WRITTEN REPORT

12 ATTORNEY REPORTS LEGISLATIVE SESSION IS NOW CLOSED, MR. SIGERSON IS PREPARING LEGISLATIVE UPDATES TO THE COMMISSION. EFFECTIVE 2024 FORM 1 WILL NO LONGER APPLY TO ELECTED MUNICIPAL OFFICIALS. FORM 6 WILL BE A REQUIREMENT, WHICH IS A MORE DETAILED FINANCIAL INTEREST STATEMENT, BUT FORM 1 STILL APPLIES THIS YEAR. CODE ENFORCEMENT APPEAL FOR THE TOWN BEFORE THE CIRCUIT COURT REGARDING THE MAGISTRATES ORDER WAS UPHELD. ETHICS TRAINING REMINDER IS BEING HELD TUESDAY MAY 16 FROM 7PM TO 9PM.

13 TOWN MANAGER REPORTS TOWN MANAGER JIMENEZ WILL HAVE THE PROPOSAL FOR THE FORENSIC AUDIT AT THE NEXT WORKSHOP. HE WILL BE ATTENDING THE FLORIDA LEAGUE OF CITIES MANAGERS ASSOCIATION WORKSHOP IN ORLANDO.

14 COMMISSION REPORTS Commissioner Jacobs - COMMISSIONER JACOBS STATED THAT HE CAME FORWARD AS A WHISTLEBLOWER REGARDING 2.3 MILLION DOLLARS MISSING AND STILL UNACCOUNTED FOR, AND STATED THAT THE FLORIDA STATE ATTORNEY GENERALS OFFICE NEEDS TO INVESTIGATE. HE PROCEEDS TO SAY THAT BAMBOO PARADISE HAD THE WATER DRAINAGE AND SEWER REDONE AT THE TAXPAYERS EXPENSE, AND THAT SW30TH AND THE CURRENT MAYOR ALSO HAD CORRECTIONS. HE STATED THAT THESE AREAS DO NOT HAVE ANY INFRASTRUCTURE ISSUES WHILE THE REST OF THE TOWN IS FAILING, AND IF LIFT STATION 17 IS LOST, WE WILL LOSE THE ELEMENTARY SCHOOL. VICE MAYOR MORRISSETTE STATED THAT THERE ARE A LOT OF

PROBLEMS AS COMMISSIONER JACOBS SAID BUT WE NEED TO MOVE FORWARD. TOWN MANAGER TO PROVIDE START UP AND EXPIRATION DATES ALONG WITH THE EXTENSIONS AND THEIR CURRENT STATUS OF THE EIGHT (8) GRANTS.

MAYOR MOHAMMED ADDRESSED COMMISSIONER JACOBS CONCERNS STATING THAT HIS ALLEGATIONS REGARDING THE PURCHASE OF A 100 GRAND PUMP IS FALSE. SHE WENT ON TO SAY THAT HE IS MIX-MASKING FACTS. TOWN CLERK MARTELL TO SCHEDULE A MEETING TO FACT CHECK AND CLEAR UP EVERYTHING BEING SAID. FOR THE RECORD, MAYOR MOHAMMED HELD UP A PICTURE OF TERENCE MCKENNA (ATTACHED) TO CLARIFY ANY ALLEGATIONS REGARDING FALSELY ACCUSING THE MAYORS BROTHER OF HARASSING COMMISSIONER JACOBS.

MAYOR MOHAMMED STATED THAT SHE WOULD LIKE TO LET THE RESIDENTS KNOW THAT THE WEBSITE HAS BEEN UPDATED SO RESIDENTS CODE VIOLATIONS CAN BE VIEWED.

15 ANNOUNCEMENTS

1. Special Magistrate Hearing, Wednesday, May 17, at 9:00 AM
Workshop Commission meeting, Wednesday, May 24, at 6:00 PM
Food Drive, Saturday, June 3, at 11:00 AM
Regular Commission meeting, Wednesday, June 14, at 7:00 PM
Special Magistrate Hearing, Wednesday, June 21, at 9:00 AM

16 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING
ADJOURNED AT 9:16PM

ATTEST:

Marlen D. Martell, Town Clerk

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

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

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission

Page 126 of 148

9/25/23, 2:55 PM

05 10 2023 REGULAR COMMISSION MEETING

Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, May 10, 2023
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. PRESENTATIONS / PROCLAMATIONS	
4.1. Broward County Transit's PREMO (Premium Mobility Plan) network presentation - Barney McCoy, Barney L. McCoy, Assistant General Manager - Service and Strategic Planning, Broward County Transit (BCT). Broward County presentation -PREMO Network Briefing	5 - 39
4.2. Rebuilding Together Broward & Pembroke Park - Code Compliance Chief Ramirez Rebuilding Together Broward and Pembroke Park - Pdf	40 - 50
4.3. <i>National Public Works Week Proclamation May 21–27, 2023</i> <i>"Connecting the World Through Public Works"</i> 2023 Revised Public Services week	51
4.4. Friday June 2, 2023 is proclaimed National Gun Violence Awareness Day - Moms Demand Action for Gun Sense 2023 REVISED Moms demand action for Gun sense	52 - 53
4.5. The month of May is proclaimed as Jewish American History Month Jewish May 2023	54
4.6. May 2023 is Mental Health Awareness Month 2023 Mental Health Month	55
4.7. April 30- May 6, 2023 celebrates Municipal Clerks Week 2023 Clerks Week	56
4.8. Asian American & Pacific Islander Heritage Month is celebrated in May 2023 - Acting Clerk Commissioner Kashem Proclamation 2023 Asian American Pacific Islander Heritage Month	57
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6. CONSENT AGENDA	

Regular Commission Meeting
May 10, 2023

- | | | |
|------|--|-----------|
| 6.1. | Approval of Minutes - Town Clerk Martell
03 08 2023 REGULAR COMMISSION MEETING
03 16 2023 EMERGENCY COMMISSION MEETING
03 17 2023 EMERGENCY COMMISSION MEETING
03 22 2023 WORKSHOP COMMISSION MEETING
04 12 2023 REGULAR COMMISSION MEETING | 58 - 80 |
| 6.2. | Additional Licenses for the Police department - IT Director Pakula

Purchase upgrade.
Agenda Item Report - AIR-23-039 - Pdf | 81 - 82 |
| 6.3. | Renew Sonicwall Licenses - IT Director Pakula

Approve Renewal
Agenda Item Report - AIR-23-040 - Pdf | 83 - 85 |
| 6.4. | New Camera System for the Preserve and Behan Park - IT Director Pakula

Approve new system.
Agenda Item Report - AIR-23-034 - Pdf | 86 - 186 |
| 6.5. | Planning and Zoning Board Members - Town Clerk Martell
Approval of three residents to be appointed to the Planning and Zoning Board and they are: Paulette Walker, Gary Schrader and Evelyn Cunningham. | |
| 7. | RESOLUTIONS | |
| 7.1. | Designation of Commission oversight capacity - Interim Town Attorney Horowitz
RESOLUTION NO. 2023-005
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE
2023-005 Designation of oversight by Commissioners | 187 - 189 |
| 7.2. | RESOLUTION NO. 2023-006 ILA - Town Manager Jimenez, Interim Town Attorney Horowitz
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS OF THE TOWN OF PEMBROKE PARK TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE | 190 - 227 |

Regular Commission Meeting
May 10, 2023

**DISPOSAL AND RECYCLABLE MATERIALS PROCESSING
AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED
HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER
TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE ILA;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.**

[2023-006 ILA](#)

[2023-006 Exhibit 1 Interlocal Agreement for Solid Waste Disposal and
Recyclable Materials Processing Authority of Broward County Florida -
5-2-23](#)

8. ORDINANCES

9. NEW BUSINESS

- 9.1. Purchase of two vehicles for CSA program previously approved on Feb 8, 2023 - Police Chief Howard 228 - 235

Staff recommends purchase thru the ARPA program rather than Lease
[Agenda Item Report - AIR-23-045 - Pdf](#)

- 9.2. Travel and Per Diem policy - Mayor Mohammed 236 - 240
Examples are available upon request

[Finance Travel Policy 4-18-23](#)

- 9.3. Moving access privileges to IT - Mayor Mohammed 241

[REVISED Mayor Agenda Request Form - Access IT 4_23](#)

- 9.4. RFP-23-02: Wind Retrofit Roof Replacement at Town Hall - Town Manager Jimenez

Upon reviewing the bids, staff has determined the lowest bid to be unresponsive as they did not include a number of required items in their bid. Staff therefore recommends awarding the contract to the second low bidder Total Roofing Systems in the amount of \$199,760.

- 9.5. ARPA Funds - Town Manager Jimenez 242

[Town Manager TPP - ARPA DrawDown](#)

- 9.6. Discussion and Possible Action - Continued Employment of Police Chief - Town Manager Jimenez, HR Director Friedman 243 - 251

[Howard - Chief Contract - RE](#)

10. OLD BUSINESS

11. DISCUSSION

- 11.1. Commission assignment of Boards and Committees - Commissioner Mohammed 252 - 260
Florida League Cities
Broward League of Cities

Regular Commission Meeting
May 10, 2023

Metropolitan Planning Organization meeting are the 2nd Thursday of the month

[FLC Committees 22-23 Legislative Policy Process](#)

[FLC FAST & Advocacy committee](#)

[AM League of cities calendar of events](#)

[BLC 23-24 Board Request Appointment](#)

[BLC Attendance 22-23](#)

11.2. Town Hall Generator - Commissioner Jacobs

12. ATTORNEY REPORTS

13. TOWN MANAGER REPORTS

14. COMMISSION REPORTS

Commissioner Jacobs

Acting Clerk Commissioner Kashem

Clerk Commissioner Hodgkins

Vice Mayor Morrisette

Mayor Mohammed

15. ANNOUNCEMENTS

15.1. Special Magistrate Hearing, Wednesday, May 17, at 9:00 AM

Workshop Commission meeting, Wednesday, May 24, at 6:00 PM

Food Drive, Saturday, June 3, at 11:00 AM

Regular Commission meeting, Wednesday, June 14, at 7:00 PM

Special Magistrate Hearing, Wednesday, June 21, at 9:00 AM

16. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

Regular Commission Meeting
May 10, 2023

OIG 22-007-M

EXHIBIT 8

**WELLS FARGO BUSINESS ELITE CARD**

Page 1 of 4

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN GEOFFREY JACOBS
Sub Account Number	4484 6100 0620 1746
Statement Closing Date	01/03/22
Next Statement Date	02/03/22

For Customer Service Call:
800-231-5511Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Monthly Spending Limit*	\$7,500
-------------------------	---------

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$3,332.94
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$3,332.94

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
12/07	12/08	2413746AMEJ822PBA	TST* GG'S WATERFRONT HOLLYWOOD FL		1,600.00
12/10	12/10	2469216AR2XX3R40P	AMZN Mkt US*XQ50U4ID3 Amzn.com/billWA		96.38
12/11	12/12	2401134AT000NT8PD	CANVA* I03266-12733123 HTTPSCANVA.CODE		119.99
12/14	12/15	2469216AW2X6A0YPK	APPLE.COM/BILL 866-712-7753 CA		0.99
12/18	12/19	2413746B0EJPD07K	TST* GG'S WATERFRONT HOLLYWOOD FL		1,000.40
12/20	12/21	2475542B33K23DE9T	OLLIES BARGAIN OUTLET 344WEST PALM BCHFL		349.47
12/20	12/22	2469216B32Y1ELZDV	PARTY CITY 315 HOLLYWOOD FL		86.62
12/21	12/22	2403454B3021R65PD	MARATHON PETRO49254 PEMBROKE PARKFL		46.99
12/21	12/23	2431605B4FZ4A9334	SHELL OIL 57544588601 MIRAMAR FL		32.10
01/03	01/03	000000000000COMPC	TOTAL PURCHASES	\$3,332.94	
			TOTAL	\$3,332.94	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

The Business Elite Online Reporting® service that is currently housed on a third-party site has moved to Wells Fargo Online Banking. All previously saved reports on the third-party site must be downloaded and saved by 1/31/2022.

Effective February 1, 2022 the reporting service will only be available through Wells Fargo Online Banking and you will no longer have access to reports that were saved on the previous site.

To access Business Elite card reports, sign on to Wells Fargo Business Online:

- Then select "Accounts"
- Under "Manage Cards", select "Business Credit Card Center"
- Then go to "Spending Reports"

Visit the Business Credit Card Center and start simplifying your expense tracking today.

See reverse side for important information.

OIG 22-007-M

EXHIBIT 9

Joy Brown

From: Geoffrey Jacobs
Sent: Friday, December 18, 2020 9:56 AM
To: Joy Brown
Subject: Fwd: We're processing your order W783056639

Thank you,

Mayor Geoffrey Jacobs

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
Office (954) 966-4600
GJacobs@tppl.gov

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From: Apple Store <your_order_US@orders.apple.com>
Sent: Monday, November 23, 2020 2:34:52 PM
To: Geoffrey Jacobs <gjacobs@tppl.gov>
Subject: We're processing your order W783056639



Thank you for your order.

We'll let you know when your items are on their way.

Your delivery date reflects no-contact safeguards put in place to protect employees, delivery partners, and customers. We appreciate your patience.

Order Number: W783056639

Ordered on: Nov 23, 2020

Items to be Shipped

Shipment 1

Ships: 1–2 business days

Delivers: Delivers Dec 7 - Dec 8 by Standard Delivery



Personalized AirPods Pro

\$249.00

Qty 1

\$249.00

Engravings

FREE

MAYOR GEOFFREY JACOBS

Shipping Address:

Mayor Geoff Jacobs

•••••••62

Town of Pembroke Park

3150 SW 52nd Avenue

Pembroke Park FL 33023

United States

Shipment Notifications:

gjacobs@tppfl.gov

Billing and Payment

Billing Contact:

Geoffrey Jacobs

•••••••62

gjacobs@tppfl.gov

Billing Address:

3150 SW 52nd Avenue

Pembroke Park FL 33023-5413

United States

Subtotal	\$249.00
Free Shipping	\$0.00
Estimated Tax	\$17.43
Order Total	\$266.43

Questions

When will I get my items?

The shipping estimates above tell you when your items are expected to arrive. As each item leaves our warehouse, we'll email you with delivery and tracking information.

Ordered more than one item? You'll get a separate email as each item ships. There are no additional shipping fees for these items.

How do I view or change my order?

Go to [Order Status](#), then sign in to add your order to your Apple ID. You can make changes to, return, or cancel eligible items there. To learn more about shipping, changing, or returning orders, please visit the [Help](#) page.

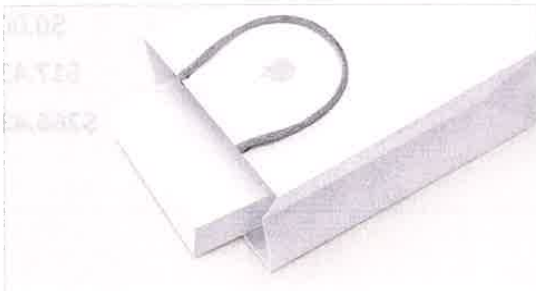
You can also call Apple Customer Service at 800-692-7753, Monday through Friday from 5:00 a.m. to 8:00 p.m. and Saturday and Sunday from 7:00 a.m. to 4:00 p.m. Pacific time. Please have your order number available.



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Get extended hardware coverage and 24/7 technical support by adding an AppleCare plan to your recent purchase.

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OIG 22-007-M

EXHIBIT 10

JC/McTag
 BurgerFi
 1955 E Hallandale Beach Blvd.
 Hallandale, FL 33009
 954.455.0536

Merchant ID :
 TERMINAL ID : 1
 Check # : 3045
 Tab # : 0
 Server : JEF
 Cash : 103 Rashad
 Acct Num : XXXXXXXXXXXX1746
 Expiry Date : **/**
 Card Type : VISA
 Trans Type : PURCHASE
 Trans Date : 4/28/2021
 Trans Time : 1:06 PM
 Entry Mode : Chip
 Auth Code : 028326
 Resp Code : 00
 Mode : Issuer
 AID : A0000000031010
 ARC : 00
 TVR : 0000008000
 TSI : E800
 IAD : 06011203602002

TOTAL : USD\$ 42.04

00 APPROVED - THANK YOU 000

X _____
 Signature
 I Agree to pay total amount as
 per the Card Issuer Agreement.
 CUSTOMER COPY

103 Rashad F

Chk 30 JEF Gst 0
 4/26/21 01:04PM

1 BAD Burger	8.77
1 Freestyle Soda	2.97
1 Kids Cheese Kids Fry Kids	7.97
Freestyle	
1 Jr BFi Cheese	6.47
1 Reg Fries Urban Style	5.67
1 Reg Fries	4.47
1 Freestyle Soda	2.97
AT028326 XXX1746	
Visa	42.04
Subtotal	39.29
Tax Total	2.75
Payment Made	42.04

THE BURGERFICATION OF
 THE NATION HAS BEGUN!!

**TOWN OF PEMBROKE PARK
MEMORANDUM NO. 2023-014**

TO: Mayor Ashira Mohammed
Members of the Town Commission

CC: Aleem A. Ghany, Acting Town Manager
Marlen D. Martell, Town Clerk

FROM: Jacob G. Horowitz, Interim Town Attorney *JGH*
Quentin E. Morgan, Assistant Interim Town Attorney *QEM*

DATE: October 18, 2023

RE: Town of Pembroke Park (the "Town") / OIG Report - Purchasing Manual and Internal Controls

In response to the September 28, 2023 OIG Closing Memorandum Re: The Town of Pembroke Park Lacks Adequate Authority to Control its Purchasing Card Expenditures, the Interim Town Attorney's Office has been asked to review the Town's purchasing policies and internal controls for P-Card usage and make recommendations addressing the OIG's stated concerns.

To that end, the OIG recommended the Town take the following actions:

- Within 60 days of the publication of this memorandum, **finalize a procurement manual** that includes substantive guidance as to the Town's Purchasing Card Program. This guidance should include at least a clear, objective definition of what constitutes "official Town business," or whatever term it chooses to communicate that expenditures must be primarily for a public purpose. It should also include maximum amounts that can be spent according to category, a prohibition on p-card purchases of food or beverage that do not serve a primary public purpose, and a prohibition on allowing anyone other than the cardholder to use the p-card. We recommend the Town review other municipalities', the County's, and the State's p-card policies for direction.
- Within 60 days, **issue a directive to staff and commission members to follow the parameters found within the state's law on per diem and travel expenses for public officers and employees**, Florida Statutes Section 112.061, and additional requirements of the Town's Travel Policy, regardless of whether expenditures are made by p-card, are reimbursed, or are advanced. Should the town commission wish to supplant any of the provisions within that law, it has the right to do so, but only by way of ordinance or a charter change.

{00582361.1 3399-0000000 }

- **Use objective measures to determine which Town officials and staff require the issuance of a p-card** given their roles and responsibilities and re-evaluate current p-card assignments accordingly.
- **Require each p-card user to execute an agreement** to abide by the Town's Purchasing Card Program, any Town-codified travel rules, and the provisions of Florida Statutes Section 112.061 upon receipt of a Town p-card and whenever the p-card or travel rules change.
- Require immediate supervisors to give **advance written authorization** for staff p-card purchases in addition to director-level post-purchase approval, and require the town commission to give authorization for or approve town manager and commissioners' p-card purchases either in advance or before processing payment.
- Require the p-card user to **submit in writing the primary public purpose for the expenditure** on the document submitting the charge for approval and payment.
- **Train all Town officials and staff on the Town's existing and new policies and procedures**, including those delineated in the finalized procurement manual.
- **Encourage Town staff to reject questionable expenditures** and create a process by which they can do so without fear of repercussion.
- **Enforce accountability standards for all Town officials and staff**, including p-card revocations for those holders who repeatedly violate p-card policies.
- **Ensure that p-card holders are not paying sales tax on applicable purchases** and that there is recoupment when the Town improperly pays sales taxes.

In response to the OIG Closing Memorandum, the Interim Town Attorney's Office has been asked to review the Town's purchasing policies and internal controls for P-Card usage and make recommendations addressing the OIG's stated concerns. We offer the following recommendations:

- In the sixty (60) day timeframe provided by the OIG, we recommend that the Town Commission adopt an updated *Purchasing Manual* which is consistent with the current Town Code. **A draft of the updated *Purchasing Manual* is attached hereto for your review and consideration.**
- In the long term, we recommend that the procurement code be reviewed for consistency with current state law and Town practices.
- In the sixty (60) day timeframe provided by the OIG, we recommend that the Town Commission adopt and begin the process to codify an updated travel policy which is consistent with State law. **A draft *travel reimbursement policies and***

procedures ordinances is attached hereto for your review and consideration.
We recommend as part of the Ordinance approval process, that all prior travel policies be repealed.

- We recommend that the any prior credit card or p-card policies be repealed and replaced by the policy set forth in the draft Purchasing Manual. ***A draft of the Purchasing Card Employee Agreement is attached hereto for your review and consideration.***
- We recommend that a training schedule be implemented for staff and elected officials on the Purchasing Manual and Travel Policy on at least an annual basis and within forty-five (45) days of adoption of the new policies. ***A draft sign-in sheet and certificate of training completion is attached hereto which will serve to provide confirmation of those that have completed the training.***
- We recommend that the Town Commission empower the Town Manager with the authority to unquestionably enforce the Town's internal controls as suggested by the OIG.

Since the OIG will conduct a follow-up review in sixty (60) days to determine what efforts the Town has made to address its observations and concerns, it is imperative that the Town Commission publicly consider and potentially adopt some form of the ordinance, policies and procedures detailed in the attachments in a timely manner.

The Interim Town Attorney's Office remains available to answer any questions and to assist the Town Commission in reviewing these important matters.

JGH:QEM
Attachments

The Broward Office of the Inspector General (OIG) requests that you provide the records set forth below:

1. A finalized and approved Town procurement manual that includes substantive guidance as to the Town's Purchasing Card Program.

Attached is the Purchasing Policy Manual and Resolution #2023-025 approved at the November 8th 2023.

2. A copy of the directive issued to staff and commission members regarding observance of the parameters found within the state's law on per diem and travel expenses for public officers and employees, Florida Statutes Section 112.061, and additional requirements of the Town's Travel Policy, regardless of whether expenditures are made by p-card, are reimbursed, or are advanced.

Attached to #8 are the Purchasing-Travel-Credit Card User Agreement documents signed by staff and the commission stating they will agree to and follow the per diem and travel expenses.

The following employees have credit cards: Aleem Ghany, RaShana Dabney-Donovan, Ashira Mohammed, Erik Morrisette, William Hodgkins, Musfika Kashem, and Susan Reutlinger. On January 4, 2024 Commissioner Jacobs destroyed his Town credit card and provided the attach statement provided to the Interim Town Manager on January 4th (please see attached document). The Finance Department has possession of the other Commissioners credit cards. The cards are signed out by the Commissioner, as needed.

The three updated forms are attached. Also, the certificate and user form acknowledgement by Aleem Ghany. The training was conducted by Interim Town Manager Ghany and Acting Town Attorney Horowitz.

3. An identified list of the Town's objective measures used to determine which Town officials and staff require the issuance of a p-card given their roles and responsibilities.

Please see page 38 of the Purchasing Policy Manual.

4. A list of all Town officials and staff currently issued a p-card.

Please see attached.

5. Copy of all p-card agreements executed requiring users to abide by the Town's Purchasing Card Program, any Town-codified travel rules, and the provisions of Florida Statutes Section 112.061 upon receipt of a Town p-card and whenever the p-card or travel rules change.

Attached are the acknowledgment sign off sheet stating they will comply with Ordinance 2023-014 travel rules APPROVED ON DECEMBER 13, 2023. Ordinance 2023-014 is also attached.

6. Any records representing that immediate supervisors gave advanced written authorization for staff p- card purchases in addition to director-level post-purchase approval, and demonstrating the town commission gave authorization for or approved town manager and commissioners' p-card purchases either in advance or before processing payment.

~~This information is available in the purchasing manual on page 36.~~

When the OIG submitted the December 14th request the Town did not have a process in place.

Currently, the credit card authorization form has been amended to include the primary public purpose. (Attached is the credit card authorization form).

In addition to requiring the information on the form. The Manager will be recommending that the Commission approved the credit card statements and purchases the ones rejected will need to be reimbursed by the cardholder or disciplinary action will be taken.

The process should be as follows:

1. The user fills out the form
2. The user completes the form by indicating the primary public purpose
3. The form must be signed off by the department manager/Director and the Town Manager.
4. Once approved the purchase can be made.
5. As soon as the p-card statements are available, they will be placed at the next voting meeting for the Commission to approve. If payment is due prior to the meeting the Town will pay the vendor to stay in good standing and obtain reimbursement from the cardholder after the meeting . If a purchase is rejected by the Commission, the cardholder will need to reimburse the Town.

7. ~~**Copies of the documents for expenditures submitted with a primary public purpose written on them by the P-card users for approval and payment.~~

~~Attached is the current travel form, where the traveler must state the conference/event is a primary public purpose.~~

There has been no travel since the OIG letter of December 14. The requirement of stating the primary public purpose is now included in the credit card authorization form.

***ATTACHED - The P-card form has a section to include the primary public purpose.

8. All logs, instructional materials, and records related to training provided for all Town officials and staff on the Town's existing and new policies and procedures, including those delineated in the finalized procurement manual.

All training documents including PowerPoint presentation is attached.

9. **All records pertaining to the rejection of questionable p-card or travel expenditures. P-card where not rejected, they were willingly returned.
P-card travel expenditures were not rejected.

10. **All records pertaining to any reimbursements issued to the town from a cardholder for charges made on town issued card, to include, receipts, checks and related documentation.

Attached are the reimbursement documents.

No reimbursement has been obtained except for the documents provided previously.

11. **All records of communications issued to Town officials and staff for violating p-card policies, including p-card revocations.

Based on the September 28th report from the OIG a purchasing manual was adopted, but no discussion took place about revocation, disciplinary action or reimburse.

The purchasing manual on pages 38- 44 does address procedures for making and paying the purchase and disciplinary action as stated at the end of page 44:

The Town reserves the right to take disciplinary action, up to and including termination. The Town may also pursue all legal avenues available for collection. Any abuse or misuse of the purchasing card will result in the privilege being suspended or revoked. Purchasing will refer violations and discrepancies to Human Resources for disciplinary or other appropriate action.

At the upcoming Special Commission meeting of Thursday, February 8th the Commission will discuss disciplinary actions to be taken in the meanwhile Interim Finance Director will be reviewing past and present purchases of all P-card accounts to determine primary public purpose. That information will be submitted to the Commission for their review and direction.

At the Regular Commission meeting of **October 11th** the commission discussed the report issued by the OIG on **September 28th**. The Commission directed the Interim Town Attorney and the Acting Town Manager to make the proper updates to the purchasing manual and any other policies needed to comply with the OIG recommendations. In the purchasing manual disciplinary action for the misuse of purchases is located on page 43 and 44.

The Town of Pembroke Park voting meets are once a month. After the report was released on September 28, 2023, staff immediately started working on providing the OIG with the policies requested.

There are two additional documents reflecting the recommendations from Interim Town Attorney Horowitz memo dated **October 18, 2023**. Also, a letter sent to JLAC advising them of the updates to the purchasing manual and travel policy.

The approval of the purchasing manual was on **November 8, 2023**. (minutes attached). It was also first reading of the travel Ordinance No. 2023-014, and second reading was approved on **December 13, 2023**, (summary attached).

***TRAINING WAS SCHEDULED AND COMPLETED BY THE END OF DECEMBER.**

This bullet was not included in our response to the December 14th OIG request.

- A record/document illustrating how staff is ensuring that p-card holders are not paying sales tax on applicable purchases and that there is recoupment when the Town improperly pays sales taxes.

[Pg. 46 of the Purchasing Manual](#)

[Additional training regarding FS 112.061 approved in Travel Ordinance 2023-014, is being coordinated for Thursday, February 22 at 6PM.](#)

Travel Ordinance 2023-014

ARTICLE XII. – TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES

Sec. 2-310. Reimbursement policy and procedures for official travel.

- (a) Purpose. It is the intent of this section to regulate official travel expenses of Town officers, employees, and other authorized persons, as defined in F.S. § 166.021. It is also the intent of this section that the provisions of **F.S. § 112.061**, pertaining to municipalities, and any amendments, additions, or modifications to such provisions, shall be incorporated herein by reference, to the extent this section does not address a subject matter that is addressed in F.S. § 112.061, and that the provisions contained in this section shall be supplemental and in addition to the provisions of F.S. § 112.061. In the event of any conflict between this section and F.S. § 112.061, this section, in accordance with F.S. § 166.021, shall prevail.



BROWARD OFFICE OF THE INSPECTOR GENERAL

OIG COMPLIANCE REVIEW

RE: Broward County and Municipalities Comply with County Charter Requirement to Post Meeting Notices, Agendas, and Backup Material Online

SUMMARY

The Broward Office of the Inspector General (OIG) has completed a compliance review to determine whether Broward County and its municipalities timely posted meeting notices and other required documents for commission meetings pursuant to Broward County Charter Section 1.07. After efforts in an earlier review to work with the clerks and attorneys of three municipalities, the OIG now finds that the county and all 31 municipalities are currently in compliance with the Charter requirements.

RELEVANT AUTHORITY

In the election of November 6, 2018, the voters of Broward County passed an amendment to the Charter that requires the county and municipalities to post notices, agendas, and available backup materials on their entities' websites at least 48 hours prior to any non-emergency meeting that is subject to Florida Statutes Section 286.011 ("the Sunshine law").

Broward County Charter Sec. 1.07, Required posting of notices, agendas, and backup materials, now reads in part:

- A. Posting of Notices, Agendas, and Backup Materials. For all meetings subject to the requirements of Section 286.011, Florida Statutes, as may be amended from time to time, and in addition to any applicable state law requirements, the County and all Municipalities shall post on their respective websites any required notices, agendas, and available backup materials at least 48 hours prior to the applicable scheduled meeting. Any revisions to the agenda, backup materials, or other information received or developed by the governmental entity within 48 hours prior to the scheduled meeting shall be posted on the applicable website as soon as practicable after the governmental entity's receipt or development of the agenda materials, and shall be made available for public inspection at the meeting. . . .

John W. Scott, *Inspector General*

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BACKGROUND

In 2019, the OIG commenced an earlier matter, OIG 19-007-M, into whether the county's political subdivisions were complying with this new county charter provision for county and municipal governing body and community redevelopment agency (CRA) board meetings and determined that three municipalities had not fully complied with the requirement for their governing body. Indeed, these municipalities had failed to post any governing body meeting notice, agenda, or backup material during the review period of January 1, 2019, through July 31, 2019.¹

On September 27, 2019, the OIG notified these entities by sending emails to their municipalities' clerks and government attorneys, informing them of our preliminary observation and that we would conduct another review on or about November 15, 2019, after which time, if their meeting notices and backup still did not comply with Section 1.07, that we would consider opening a misconduct investigation pursuant to our charter authority.

The OIG reviewed the entities' websites again on or about November 15, 2019, and found that by then the county and all municipalities had posted at least some governing body meeting notices, agendas, and backup materials. But we had not yet determined the timeliness of those postings—that is, whether the entities posted the material more than 48 hours in advance—intending to conduct a further phase of review.

We attempted to begin efforts toward that end, which required closely observing when meetings were scheduled and when the notices, agendas, and backup materials appeared on the county and municipalities' websites. However, the onset and surge of the COVID-19 pandemic resulted in frequent cancellations and delays of governing body and CRA board meetings, and we closed that matter in June 2020, intending to resume our efforts when practicable.

In February 2021, after the governing bodies of the county and municipalities had resumed meeting on a regular basis, we opened this matter, OIG 21-002-M, to revive, for regular commission meetings only, our earlier effort to help Broward's political subdivisions achieve full compliance with Section 1.07.

REVIEW

To determine the current level of compliance with section 1.07 of the Broward Charter, the OIG completed a review to determine whether Broward's county and municipal governments adhered to the Charter requirement to post meeting notices, agendas, and backup materials at least 48 hours in advance of the corresponding meetings.

The scope of the compliance review was limited to the county and municipalities' regular commission meetings that were scheduled to occur in March 2021 (as shown below in OIG

¹ Those three entities were the Village of Lazy Lake, the Town of Pembroke Park, and the Village of Sea Ranch Lakes.

Table 1), April 2021 (OIG Table 2), May 2021 (OIG Table 3), and June 2021 (OIG Table 4). Our observations were as follows:

**OIG Table 1: Broward Political Subdivisions’
Compliance with County Charter Sec. 1.07, March 2021**

March 2021							
	Entity	Notice Posted Within 48 Hours with Date, Time and Location (1st Meeting)	Posted Agenda	Agenda Backup Material Posted	Notice Posted Within 48 Hours with Date, Time and Location (2nd Meeting)	Posted Agenda	Agenda Backup Material Posted
1	Broward County	Yes	Yes	Yes	Yes	Yes	Yes
2	Coconut Creek	Yes	Yes	Yes	Yes	Yes	Yes
3	Cooper City	Yes	Yes	Yes	Yes	Yes	Yes
4	Coral Springs	Yes	Yes	Yes	Yes	Yes	Yes
5	Dania Beach	Yes	Yes	Yes	Yes	Yes	Yes
6	Davie	Yes	Yes	Yes	Yes	Yes	Yes
7	Deerfield Beach	Yes	Yes	Yes	Yes	Yes	Yes
8	Fort Lauderdale	Yes	Yes	Yes	Yes	Yes	Yes
9	Hallandale Beach	Yes	Yes	Yes	Yes	Yes	Yes
10	Hillsboro Beach	Yes	Yes	Yes	No Meeting	No Meeting	No Meeting
11	Hollywood	Yes	Yes	Yes	Yes	Yes	Yes
12	Lauderdale-By-The-Sea	Yes	Yes	Yes	Yes	Yes	Yes
13	Lauderdale Lakes	Yes	Yes	Yes	Yes	Yes	Yes
14	Lauderhill	Yes	Yes	Yes	Yes	Yes	Yes
15	Lazy Lake	No Meeting	No Meeting	No Meeting	No Meeting	No Meeting	No Meeting
16	Lighthouse Point	Yes	Yes	Yes	Yes	Yes	Yes
17	Margate	Yes	Yes	Yes	Yes	Yes	Yes
18	Miramar	Yes	Yes	Yes	Yes	Yes	Yes
19	North Lauderdale	Yes	Yes	Yes	Yes	Yes	Yes
20	Oakland Park	Yes	Yes	Yes	Yes	Yes	Yes
21	Parkland	Yes	Yes	Yes	Yes	Yes	Yes
22	Pembroke Park	Yes	Yes	Yes	No Meeting	No Meeting	No Meeting
23	Pembroke Pines	Yes	Yes	Yes	Yes	Yes	Yes
24	Plantation	Yes	Yes	Yes	Yes	Yes	Yes
25	Pompano Beach	Canceled	Canceled	Canceled	Yes	Yes	Yes
26	Sea Ranch Lakes	Yes	Yes	Yes	Yes	Yes	Yes
27	Southwest Ranches	Yes	Yes	Yes	Yes	Yes	Yes
28	Sunrise	Yes	Yes	Yes	Yes	Yes	Yes
29	Tamarac	Yes	Yes	Yes	Yes	Yes	Yes
30	West Park	Yes	Yes	Yes	Yes	Yes	Yes
31	Weston	Yes	Yes	Yes	Yes	Yes	Yes
32	Wilton Manors	Yes	Yes	Yes	Yes	Yes	Yes

**OIG Table 2: Broward Political Subdivisions’
Compliance with County Charter Sec. 1.07, April 2021**

April 2021							
	Entity	Notice Posted Within 48 Hours with Date, Time and Location (1st Meeting)	Posted Agenda	Agenda Backup Material Posted	Notice Posted Within 48 Hours with Date, Time and Location (2nd Meeting)	Posted Agenda	Agenda Backup Material Posted
1	Broward County	Yes	Yes	Yes	Yes	Yes	Yes
2	Coconut Creek	Yes	Yes	Yes	Yes	Yes	Yes
3	Cooper City	Yes	Yes	Yes	Yes	Yes	Yes
4	Coral Springs	Yes	Yes	Yes	Yes	Yes	Yes
5	Dania Beach	Yes	Yes	Yes	Yes	Yes	Yes
6	Davie	Yes	Yes	Yes	Yes	Yes	Yes
7	Deerfield Beach	Yes	Yes	Yes	Yes	Yes	Yes
8	Fort Lauderdale	Yes	Yes	Yes	Yes	Yes	Yes
9	Hallandale Beach	Yes	Yes	Yes	Yes	Yes	Yes
10	Hillsboro Beach	Yes	Yes	Yes	No Meeting	No Meeting	No Meeting
11	Hollywood	Yes	Yes	Yes	Yes	Yes	Yes
12	Lauderdale-By-The-Sea	Yes	Yes	Yes	Yes	Yes	Yes
13	Lauderdale Lakes	Yes	Yes	Yes	Yes	Yes	Yes
14	Lauderhill	Yes	Yes	Yes	Yes	Yes	Yes
15	Lazy Lake	No Meeting	No Meeting	No Meeting	No Meeting	No Meeting	No Meeting
16	Lighthouse Point	Yes	Yes	Yes	Yes	Yes	Yes
17	Margate	Yes	Yes	Yes	Yes	Yes	Yes
18	Miramar	Yes	Yes	Yes	Yes	Yes	Yes
19	North Lauderdale	Yes	Yes	Yes	Yes	Yes	Yes
20	Oakland Park	Yes	Yes	Yes	Yes	Yes	Yes
21	Parkland	Yes	Yes	Yes	Yes	Yes	Yes
22	Pembroke Park	Yes	Yes	Yes	No Meeting	No Meeting	No Meeting
23	Pembroke Pines	Yes	Yes	Yes	Yes	Yes	Yes
24	Plantation	Yes	Yes	Yes	Yes	Yes	Yes
25	Pompano Beach	Canceled	Canceled	Canceled	Yes	Yes	Yes
26	Sea Ranch Lakes	Yes	Yes	Yes	Yes	Yes	Yes
27	Southwest Ranches	Yes	Yes	Yes	Yes	Yes	Yes
28	Sunrise	Yes	Yes	Yes	Yes	Yes	Yes
29	Tamarac	Yes	Yes	Yes	Yes	Yes	Yes
30	West Park	Yes	Yes	Yes	Yes	Yes	Yes
31	Weston	Yes	Yes	Yes	Yes	Yes	Yes
32	Wilton Manors	Yes	Yes	Yes	Yes	Yes	Yes

**OIG Table 3: Broward Political Subdivisions’
Compliance with County Charter Sec. 1.07, May 2021**

May 2021							
	Entity	Notice Posted Within 48 Hours with Date, Time and Location (1st Meeting)	Posted Agenda	Agenda Backup Material Posted	Notice Posted Within 48 Hours with Date, Time and Location (2nd Meeting)	Posted Agenda	Agenda Backup Material Posted
1	Broward County	Yes	Yes	Yes	Yes	Yes	Yes
2	Coconut Creek	Yes	Yes	Yes	Yes	Yes	Yes
3	Cooper City	Yes	Yes	Yes	Yes	Yes	Yes
4	Coral Springs	Yes	Yes	Yes	Yes	Yes	Yes
5	Dania Beach	Yes	Yes	Yes	Yes	Yes	Yes
6	Davie	Yes	Yes	Yes	Yes	Yes	Yes
7	Deerfield Beach	Yes	Yes	Yes	Yes	Yes	Yes
8	Fort Lauderdale	Yes	Yes	Yes	Yes	Yes	Yes
9	Hallandale Beach	Yes	Yes	Yes	Yes	Yes	Yes
10	Hillsboro Beach	Yes	Yes	Yes	No Meeting	No Meeting	No Meeting
11	Hollywood	Yes	Yes	Yes	Yes	Yes	Yes
12	Lauderdale-By-The-Sea	Yes	Yes	Yes	Yes	Yes	Yes
13	Lauderdale Lakes	Yes	Yes	Yes	Yes	Yes	Yes
14	Lauderhill	Yes	Yes	Yes	No Meeting	No Meeting	No Meeting
15	Lazy Lake	No Meeting	No Meeting	No Meeting	No Meeting	No Meeting	No Meeting
16	Lighthouse Point	Yes	Yes	Yes	Yes	Yes	Yes
17	Margate	Yes	Yes	Yes	Yes	Yes	Yes
18	Miramar	Yes	Yes	Yes	Yes	Yes	Yes
19	North Lauderdale	Yes	Yes	Yes	Yes	Yes	Yes
20	Oakland Park	Yes	Yes	Yes	Yes	Yes	Yes
21	Parkland	Yes	Yes	Yes	Yes	Yes	Yes
22	Pembroke Park	Yes	Yes	Yes	No Meeting	No Meeting	No Meeting
23	Pembroke Pines	Yes	Yes	Yes	Yes	Yes	Yes
24	Plantation	Yes	Yes	Yes	Yes	Yes	Yes
25	Pompano Beach	Canceled	Canceled	Canceled	yes	yes	yes
26	Sea Ranch Lakes	Yes	Yes	Yes	Yes	Yes	Yes
27	Southwest Ranches	Yes	Yes	Yes	Yes	Yes	Yes
28	Sunrise	Yes	Yes	Yes	Yes	Yes	Yes
29	Tamarac	Yes	Yes	Yes	Yes	Yes	Yes
30	West Park	Yes	Yes	Yes	Yes	Yes	Yes
31	Weston	Yes	Yes	Yes	Yes	Yes	Yes
32	Wilton Manors	Yes	Yes	Yes	Yes	Yes	Yes

**OIG Table 4: Broward Political Subdivisions’
Compliance with County Charter Sec. 1.07, June 2021**

June 2021							
	Entity	Notice Posted Within 48 Hours with Date, Time and Location (1st Meeting)	Posted Agenda	Agenda Backup Material Posted	Notice Posted Within 48 Hours with Date, Time and Location (2nd Meeting)	Posted Agenda	Agenda Backup Material Posted
1	Broward County	Yes	Yes	Yes	Yes	Yes	Yes
2	Coconut Creek	Yes	Yes	Yes	Yes	Yes	Yes
3	Cooper City	Yes	Yes	Yes	Yes	Yes	Yes
4	Coral Springs	Yes	Yes	Yes	Yes	Yes	Yes
5	Dania Beach	Yes	Yes	Yes	Yes	Yes	Yes
6	Davie	Yes	Yes	Yes	Yes	Yes	Yes
7	Deerfield Beach	Yes	Yes	Yes	Yes	Yes	Yes
8	Fort Lauderdale	Yes	Yes	Yes	Yes	Yes	Yes
9	Hallandale Beach	Yes	Yes	Yes	Yes	Yes	Yes
10	Hillsboro Beach	Yes	Yes	Yes	No Meeting	No Meeting	No Meeting
11	Hollywood	Yes	Yes	Yes	Yes	Yes	Yes
12	Lauderdale-By-The-Sea	Yes	Yes	Yes	Yes	Yes	Yes
13	Lauderdale Lakes	Yes	Yes	Yes	Yes	Yes	Yes
14	Lauderhill	Yes	Yes	Yes	Yes	Yes	Yes
15	Lazy Lake	No Meeting	No Meeting	No Meeting	No Meeting	No Meeting	No Meeting
16	Lighthouse Point	Yes	Yes	Yes	Yes	Yes	Yes
17	Margate	Yes	Yes	Yes	Yes	Yes	Yes
18	Miramar	Yes	Yes	Yes	Yes	Yes	Yes
19	North Lauderdale	Yes	Yes	Yes	Yes	Yes	Yes
20	Oakland Park	Yes	Yes	Yes	Yes	Yes	Yes
21	Parkland	Canceled	Canceled	Canceled	Yes	Yes	Yes
22	Pembroke Park	Canceled	Canceled	Canceled	No Meeting	No Meeting	No Meeting
23	Pembroke Pines	Yes	Yes	Yes	Yes	Yes	Yes
24	Plantation	Yes	Yes	Yes	Yes	Yes	Yes
25	Pompano Beach	Yes	Yes	Yes	Yes	Yes	Yes
26	Sea Ranch Lakes	Yes	Yes	Yes	Yes	Yes	Yes
27	Southwest Ranches	Yes	Yes	Yes	Yes	Yes	Yes
28	Sunrise	Yes	Yes	Yes	Yes	Yes	Yes
29	Tamarac	Yes	Yes	Yes	Yes	Yes	Yes
30	West Park	Yes	Yes	Yes	Yes	Yes	Yes
31	Weston	Yes	Yes	Yes	Yes	Yes	Yes
32	Wilton Manors	Yes	Yes	Yes	Yes	Yes	Yes

CONCLUSION

The OIG concluded that the county and all 31 municipalities are currently in compliance with the Broward County Charter Section 1.07 requirement that they timely post regular commission meeting notices, agendas, and backup materials on their agencies' websites, finding that, for the review period of March 1, 2021, through June 30, 2021, all of Broward's political subdivisions posted the required documentation at least 48 hours prior to the date and time of scheduled, regular commission meetings.

We appreciate the cooperation and efforts of the clerks and attorneys who responsively and timely worked to bring their agencies into compliance with this important charter provision that improves transparency and facilitates individuals' engagement in local government.



BROWARD OFFICE OF THE INSPECTOR GENERAL

MEMORANDUM

To: Honorable Geoffrey Jacobs, Mayor,
and Commissioners, Town of Pembroke Park

From: John W. Scott, Inspector General 

Date: April 7, 2022

Subject: **OIG Closing Memorandum Re: *Town of Pembroke Park's Adherence to Florida's Open Meetings and Public Records Laws, Ref. OIG 18-023-M***

INTRODUCTION

The Broward Office of the Inspector General (OIG) closes its investigation into whether officials of the Town of Pembroke Park failed to abide by Florida's open meetings laws (known as the Sunshine Law), public records laws, and laws governing municipal ordinances and resolutions.

The OIG's investigation substantiated the original allegation that the town failed to provide sufficient notice for its public meetings, including town commission meetings, as the town failed to meet Florida and Broward County's legal standards for reasonable notice of those meetings. The Florida Attorney General has issued guidelines for local governments to follow to comply with the Sunshine Law that include issuing notice no later than seven days prior to a regular meeting and no later than 48 hours prior to a special or emergency meeting. In November 2018, the county's voters passed a charter amendment that further required all local governments in the county to post their meeting notices, agendas, and backup documents on the internet no later than 48 hours prior to public meetings subject to the Sunshine Law. This change should have stopped the town's ability to use quiet and late physical posting of notices within town hall to mask its failure to provide timely notice under the Sunshine Law, but we found that, for at least several months after the law changed, the town's practice of last-minute, physical-only posting continued.

We also learned that the town failed to promptly record all meetings subject to the Sunshine Law through minutes and to maintain other vital town records to evidence the legal passage of ordinances and resolutions.

The town's unusual commission form of government exacerbated the situation, as it made the clerk-commissioner in charge of the town clerk's office in theory while the deputy town clerk

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was in charge of it in fact. Moreover, the town code did not and continues not to provide for the function of custodian of the town's records or the function of clerk for meetings of the town's commission and boards by either the clerk-commissioner or the deputy town clerk.

During our investigation, following town officials' discovery of the extreme disarray of town records, the commission and the deputy town clerk entered into a mutual release and separation agreement effective December 31, 2019. The town also contracted an individual as an interim deputy town clerk whom it later hired as town clerk. The new town clerk's actions have effected remedies for nearly all of the deficiencies we observed.¹

As we were winding down this investigation in 2020, we learned of an additional concern related to the Sunshine Law, an alleged private communication between two sitting members of the commission about upcoming action regarding one of their colleagues who was then serving in the roles of police-commissioner and clerk-commissioner. After probing the circumstances, in November 2021, we issued a final report in OIG 20-010-M, finding that Former Vice Mayor Howard Clark knowingly and then-Commissioner Reynold Dieuveille unknowingly violated the Sunshine Law as alleged.

We now memorialize our findings and subsequent town activity and improvements in this matter.

INVESTIGATION

In the course of its investigation, the OIG reviewed numerous documents, including town resolutions and ordinances; commission meeting notices, agendas, and minutes; commission meeting video recordings; an employee separation agreement; grant contracts, agreements, procurement records, and reports; the town's website; and other records. The OIG also interviewed approximately ten current and former town employees, officials, and others with information relevant to the investigation, attended commission meetings, and toured the clerk's office space within town hall.

The Town's Commission Form of Government

According to the National League of Cities, the commission form of government is the oldest structure of municipal government in the United States and typically has: (1) elected commissioners to a small governing body; (2) each commissioner assigned to oversee a single function of the municipality, such as police, public works, or finance; (3) one commissioner assigned to serve as mayor and preside over meetings; and (4) a governing body that both makes laws and executes them.² The Florida League of Cities reported in 2020 that four municipalities in the state had this form of government, covering just 0.1 percent of Florida's population.³ CGR⁴ reported that an

¹ Considering the nature and source of the failures outlined below, this office has not determined that a report in this matter would assist the county or any municipality in preventing similar future misconduct. Broward County Charter Sec. 10.01 D.

² Retrieved from <https://www.nlc.org/resource/forms-of-municipal-government/> on February 24, 2022.

³ Retrieved from https://www.floridaleagueofcities.com/docs/default-source/research-institute-reports/2020citycouncilsizeformgovtanalysis.pdf?sfvrsn=3009d6d5_0 on February 24, 2022.

⁴ Formerly the Center for Governmental Research. Retrieved from <https://www.cgr.org/cmsb/uploads/cgr100years.pdf> (p. 10) on February 24, 2022.

advantage to this structure of government is that decisions can be made without the processes that typically delay other structures but that disadvantages often include ineffective overall leadership, departmental insularity, departmental rivalry, difficulty in efforts to reorganize, and the election of politicians who must administer but lack professional administrative skills.⁵

Pembroke Park's municipal charter specifies that the town commission is composed of a mayor-commissioner, vice-mayor commissioner, clerk-commissioner, and two other commissioners.⁶ The charter further provides that, at the first regular meeting following every election, the commissioners appoint the mayor-, vice-mayor-, and clerk-commissioners from among themselves. The town charter also provides for the creation of the executive department, to be headed by the mayor; the department of taxes, to be headed by the [commissioner-] clerk; the department of finance, to be headed by the vice-mayor; and the department of health and zoning and the department of public works and water, each to be headed by one of the other commissioners as fixed by resolution.⁷

According to the former town attorney, when the town was first formed, the charter designed the position of clerk-commissioner, but over time, the town hired a deputy town clerk to do most of the clerk duties, and the clerk-commissioner designation transitioned to a "figurehead."

But, as described below, neither the charter nor the code established the position of deputy town clerk or town clerk,⁸ although the codified duties of the administrative services director included one municipal clerk function, the preparation of agendas for meetings of the governing body.⁹

The former town attorney reported to the OIG that he had repeatedly advised the commission to change the charter to provide for a different form of government, and he had invited experts from the Florida League of Cities to speak to the commission on the disadvantages of the commission form of government. After politely listening to them, he said, the commission dismissed the idea.

The Municipal Clerk Function Generally, the Town's Clerk-Commissioner, and the Dual Role of Deputy Town Clerk and Administrative Services Director

To understand the function of the town's clerk-commissioner, it is necessary to understand the function of a municipal clerk. Recognizing that different municipalities have varying needs, the Florida Association of City Clerks generally describes the duties and responsibilities of municipal clerks to include:

- preparing minutes for meetings of the governing body and, as appropriate, other municipal boards and committees;
- preparing and distributing meeting agendas;

⁵ Retrieved from <http://archive.cgr.org/onebataviacharter/docs/ModelsofCityGovernment.pdf> on February 24, 2022.

⁶ Pembroke Park (Town) Charter Section 9.

⁷ Town Charter Sec. 15.

⁸ The former town attorney stated there was a resolution that delineated the deputy town clerk's duties, but he was unable to produce it. Following his first OIG interview, on May 16, 2019, he provided the OIG with an unsigned copy of a resolution numbered 18-04-01, which authorized the deputy town clerk to attest to documents on the town's behalf, effective April 11, 2018, but it did not delineate any other duties for the deputy town clerk.

⁹ Town Code Sec. 2-99.

- giving notice for all meetings subject to the Sunshine Law and arranging to publish legal notices as necessary;
- serving as the municipality's custodian of records, "including ordinances, resolutions, contracts and agreements";
- establishing and following procedures for the maintenance and destruction of municipal records as legally provided;
- publishing, maintaining, and distributing the code of ordinances;
- serving as the qualifying official for elections and coordinating with the county supervisor of elections; and
- responding to public requests and other internal and external requests for records and information.¹⁰

The town code was and remains replete with duties for the clerk-commissioner, but none addressed the functions of providing notice of meetings, recording minutes, or maintaining or producing official records. For example, the clerk-commissioner was to make available and accept application forms and fees to request a special commission meeting;¹¹ to make available and accept forms to make a discrimination complaint and set the matter for a hearing;¹² to receive notice of nonresidential commercial and multifamily residential complex leases;¹³ with the mayor, to give written approval for the disbursement of fire public safety facilities trust funds;¹⁴ to make available and accept forms for applications to fill excavation sites;¹⁵ to make available and accept forms for applications to dredge;¹⁶ to accept and forward copies of code enforcement orders;¹⁷ numerous and extensive duties to administer elections;¹⁸ to accept notices of appeal for the revocation of permits for the collection of solid waste and reverse the revocation decision or set the matter for hearing before the commission;¹⁹ to designate and authorize recycling collection points and fix the amount of deposit for recycling containers;²⁰ to establish the enforcement program for recycling;²¹ with the mayor, to execute agreements with the state to extend retirement pension benefits;²² to serve as custodian of the funds withheld from employees and officials for retirement pensions, to report on that withholding, and to maintain personnel records for the retirement pension administration;²³ to provide copies of applications for sign and zoning variances to the town attorney;²⁴ to ascertain the addresses of property owners to whom the town must provide notice of necessary construction or

¹⁰ Retrieved from https://www.floridaclerks.org/index.asp?SEC=71722C32-CBF0-486F-84A2-34B131D6A56C&Type=B_BASIC#:~:text=Maintains%20custody%20of%20municipal%20records,in%20accordance%20with%20state%20law on February 24, 2022.

¹¹ Town Code Secs. 2-36 and 2-37.

¹² Town Code Secs. 2-179 and 2-180.

¹³ Town Code Secs. 5-2 and 5-3.

¹⁴ Town Code Sec. 5-42.

¹⁵ Town Code Sec. 5-68 and 5-70.

¹⁶ Town Code Sec. 5-88.

¹⁷ Town Code Sec. 7-10.

¹⁸ Town Code Chapter 8.

¹⁹ Town Code Sec. 11-72.

²⁰ Town Code Sec. 11-98.

²¹ Town Code Sec. 11-101.

²² Town Code Sec. 19-63.

²³ Town Code Sec. 19-68.

²⁴ Town Code Secs. 21-76 and 28-53.

repair of sidewalks;²⁵ to receive taxes collected by utilities providers and file legal actions as necessary to recover such collected taxes;²⁶ to transfer funds between town accounts for investment of municipal funds;²⁷ to make available and accept forms for applications for special permits to park in tow-away zones;²⁸ to accept notices of intent to begin construction to pave subdivision streets and, with the chief building official, provide paving specifications on request;²⁹ and to accept license application fees for mobile home parks.³⁰

The code referenced the deputy town clerk four times, but these, too, did not reference notice, minutes, or official records. Those duties were to contact commissioners regarding their availability for a special commission meeting;³¹ to accept and open sealed bids in procurements through competitive bidding;³² to serve as the town's coordinator for discrimination complaints;³³ and to accept, investigate, and act on written zoning complaints.³⁴

According to the former deputy town clerk, her clerk functions included communicating with commissioners, preparing agendas based on commissioner requests, preparing meeting packages, setting up meetings, and keeping track of resolutions and ordinances. At the beginning of her tenure as deputy town clerk in 2007, the town manager, assistant town manager, and commissioners supervised her, but later just the commissioners did, although no one formally evaluated her performance after 2017.

In June 2018, at a time when the deputy town clerk had a large, growing, nine-month backlog of unprepared and unapproved meeting minutes as described in the section below titled, "The Town Did Not Promptly Produce Minutes of Its Public Meetings," the commission also designated the deputy town clerk to be the town's first administrative services director, and she held both positions until her departure from the town at the end of 2019. As administrative services director, by code, the town commission appointed her, and the town manager supervised her. The code specified additional and burdensome duties for the administrative services director, such as assisting the town commission and town manager, exercising general oversight of the operations of the administrative division, helping to develop the town's strategic plan, directly supervising departmental heads and staff, coordinating and supervising department heads to ensure efficiency, attending all meetings of the town commission, preparing all commission meeting agendas, directing and coordinating special projects, and overseeing the annual budget process.³⁵

In April 2019, the deputy town clerk told the OIG that as administrative services director, she handled issues that arose day to day within the finance, HR, code enforcement, and IT departments. Staff confirmed that the former deputy town clerk oversaw all city staff and executed the HR

²⁵ Town Code Sec. 22-44.

²⁶ Town Code Sec. 24-34.

²⁷ Town Code Sec. 24-102(b).

²⁸ Town Code Sec. 25-64.

²⁹ Town Code Sec. 28-4.

³⁰ Town Code Sec. 28-276.

³¹ Town Code Sec. 2-40.

³² Town Code Sec. 2-127.

³³ Town Code Sec. 2-176.

³⁴ Town Code Sec. 28-22.

³⁵ Town Code Sec. 2-99.

functions, including approving all payroll transactions, hiring and terminating employees, and setting salary rates.

In the town, as a practical matter, the deputy town clerk and not the clerk-commissioner acted as the clerk—and more. And, except to countersign town checks,³⁶ we did not observe that the clerk-commissioner executed any of the numerous clerk-commissioner duties specified in the town code. The former town attorney said he had advised the commission to move to amend the charter to provide for a single, stand-alone town clerk; however, the commission had not wanted to do so.

Our investigation determined that, while the commission rejected advice to change the town's form of government, it also failed to keep to that form.

The Town Did Not Meet in the Sunshine

Florida law regarding open government meetings, commonly known as the Sunshine law, requires public boards (1) to provide “reasonable notice” of upcoming meetings at which two or more members of a decision-making body will discuss board business, (2) make those meetings open to the public, and (3) promptly record minutes of those meetings.³⁷

1. The Town Did Not Provide Reasonable Notice of Its Public Meetings

The state law providing for open meetings does not define “reasonable notice,” although Florida Attorney General opinions and case law identify multiple factors to consider in determining whether a meeting notice gave members of the public and press a reasonable opportunity to attend if they desired, which is the touchstone for determining the reasonableness of a public meeting notice.³⁸ The factors center on the purpose for the notice, the “character” of the event being noticed, and the kind of rights that may be affected by the meeting's substance. In any event, the Florida Attorney General has opined that notice should be no less than seven days for a non-emergency or non-special meeting and no less than 24 to 72 hours for an emergency or special meeting.³⁹ Notice is required even though a meeting may be “of general knowledge,”⁴⁰ of relatively little importance,⁴¹ or lacking a quorum.⁴²

In the election of November 6, 2018, the voters of Broward County passed an amendment to the Broward County Charter that further requires a Broward municipality to post notices, agendas, and available backup materials on its entity's website at least 48 hours prior to any non-emergency meeting that is subject to the Sunshine Law.

³⁶ Town Charter Sec. 18; Town Code Sec. 24-102(a).

³⁷ Fla. Const. Art. I, Sec. 24; Fla. Stat. Sec. 286.011.

³⁸ *Rhea v. City of Gainesville*, 574 So. 2d 221, 222 (Fla. 1st DCA 1991). Florida Attorney General Opinions (AGOs) 04-44, 80-78, and 73-170.

³⁹ Office of the Attorney General, [*Government-in-the-Sunshine Manual*](#) 43 (First Amendment Foundation, Volume 43 2021) (citing *Yarbrough v. Young*, 462 So. 2d 515 (Fla. 1st DCA 1985)).

⁴⁰ *TSI Southeast, Inc. v. Royals*, 58 So. 2d 309, 310 (Fla. 1st DCA 1991).

⁴¹ [*Baynard v. City of Chiefland*](#), No. 38-2002-CA-000789 (Fla. 8th Cir. Ct. July 8, 2003).

⁴² AGO 90-56.

The evidence adduced from the OIG investigation was that, on at least three occasions, the town posted meeting notices on a bulletin board in town hall less than 24 hours in advance, despite the state law requirement to provide “reasonable notice” of upcoming public meetings and even after the November 2018 Broward County charter requirement to post the notice, agenda, and backup materials online at least 48 hours in advance of the meeting time.

On September 5, 2018, prior to a commission workshop meeting, two of the town’s five commissioners⁴³ attended a meeting with lobbyists and town engineers regarding the procurement of a financial software program, a matter that was coming before the commission. The assistant to the town manager, the deputy town clerk, a third commissioner, and the town attorney were informed about the meeting less than 24 hours before it happened, and the OIG found no evidence that it was ever noticed.

Although a meeting with a Florida House Representative had been noticed for September 27, 2018, the same two of the town’s five elected officials met with the representative and town engineer, the deputy town clerk, and another staff member a day early, on September 26, 2018, depriving the public the opportunity to attend. The interim town manager at the time told the OIG in an interview that, on September 26, 2018, the deputy town clerk scrambled to cancel the meeting that had been scheduled for the next day and to notice the meeting for that day. The deputy clerk also asked one of the attending commissioners not to join the meeting,⁴⁴ to which he replied that he was a resident of the town and could attend if he wanted to—and did. The day after the meeting, the deputy town clerk sent a text to attendees with a video still, claiming the photo showed her timely posting the notice. But we determined that she posted the meeting notice on September 26.

On March 13, 2019, after the county charter’s requirement to post notices, agendas, and meeting backup online went into effect, OIG special agents went to town hall to attend the commission’s workshop and regular meetings. They observed that the town had noticed the workshop meeting by posting a three-page agenda in the glass wall case at town hall, but the town did not notice the meeting or provide the agenda and meeting backup materials on the town website as required by county charter. The town’s online calendar listed the workshop meeting for the week prior, on March 6, 2019, but the workshop was moved to March 13, 2019, without the town listing the postponement on the online calendar. Not only did the website fail to make the notice, agenda, and backup materials available to the public, the town’s hard copy notice and online calendar also failed to meet the state’s legal requirement to notice the public that a verbatim record might be needed for appellate review.⁴⁵

On November 7, 2018, the OIG requested the town produce documents including its meeting agendas and notices for all town business meetings from 2017 to present, but we received no documentation of when any meeting agendas or notices were issued or posted. In an interview in April 2019, the deputy town clerk told the OIG that she did not keep a record of meeting notices;

⁴³ Neither of these commissioners currently serve on the town commission.

⁴⁴ It was the attendance of a second member of the governing body that subjected the meeting to the Sunshine law, which only applies to meetings of two or more members of the same decision-making body. Office of the Attorney General, [*Government-in-the-Sunshine Manual*](#) 1 (First Amendment Foundation, Volume 43, 2021).

⁴⁵ Fla. Stat. Sec. 286.0105.

thus, she could not provide any evidence of what she posted or when. She confirmed that the town had not been posting the required materials on the internet, stating that she alerted the public of upcoming meetings by physically posting notices on the bulletin board in the lobby of town hall at least 48 hours in advance, which she claimed complied with the current rule. Admitting responsibility for the task, she explained that she did not post the notices on the town website because she needed to submit information to a third-party contractor in order to get information on the internet.

In an interview in May 2019, the town attorney told the OIG that the commission had recently adopted an ordinance making the administrative services director and town manager responsible for preparing agendas,⁴⁶ but we noted that the ordinance did not address the responsibility to timely notice meetings. The town attorney stated that the town had a website with a calendar where it posted meeting notices, but he did not know if anyone kept the calendar up to date. He said it was the posting of the agendas at town hall that served as the required notice and that these generally came out two days before the meetings and came “pretty close” to meeting the 48-hour posting requirement.

The deputy town clerk and the town attorney were mistaken in their statements that the posting of agendas in town hall approximately 48 hours in advance of regular and workshop meetings of the town commission met the requirements of law. According to the Florida Attorney General’s guidance, the town should have noticed its non-emergency, non-special meetings at least seven days in advance, and according to the Broward Charter also should have made agendas and meeting backup documentation available online at least 48 hours in advance.

Practical effects of this failure included that officials were able to schedule, cancel, and reschedule meetings at the last minute without consequence, depriving other officials and staff, the town attorney, the public, prospective vendors, and the press of the ability to attend and participate on issues of their concern. We also observed where there was difficulty coordinating presentations before the commission, such as the external audit firm’s presentation of the 2017 comprehensive annual financial report (CAFR), which the interim town manager tried unsuccessfully to arrange for four meetings in a row because of inconsistent and changing meeting dates and agendas. The interim town manager told the OIG that he also had trouble getting his own concerns before the commission in a timely manner. In another example of how last-minute notice affected the town’s ability to properly function, a representative of the company that the town used to draft summary minutes, Prototype, Inc., said her company stopped attending meetings because the town kept canceling and changing the meetings.

2. The Town Did Not Promptly Produce Minutes of Its Public Meetings

The Sunshine law requires public boards and commissions to promptly record minutes for their meetings, including workshop meetings,⁴⁷ and to make the minutes available for public inspection.⁴⁸ While the law does not define “promptly” for these purposes, the Florida Attorney

⁴⁶ Town Code Sec. 2-99.

⁴⁷ See *Lozman v. City of Riviera Beach*, No. 502007CA007552XXXXMBAN (Fla. 15th Cir. Ct. June 9, 2009), *per curiam affirmed*, 46 So. 3d 573 (Fla. 4th DCA 2010); AGOs 08-65 and 74-62.

⁴⁸ Fla. Stat. Sec. 286.011(2).

General has opined that the term “should be construed in its plain and ordinary sense,” citing to a Webster’s Dictionary definition that it means “done, performed, delivered, etc., at once or without delay.”⁴⁹ The minutes become a public record and must be made available for inspection and copying even though the board or commission has yet to approve them.⁵⁰ Minutes need neither be detailed nor capture all discussions but must include a record of all votes cast and may consist of a brief summary or series of brief notes about what occurred at the meeting.⁵¹ Making and maintaining an audio recording of the meeting does not satisfy the legal requirement to promptly record minutes and make them available for public inspection, but making a written, verbatim transcript does.⁵²

The OIG’s investigation determined that, between at least August 2017 and September 2018, the town failed to record any minutes for its commission meetings, and its commission continued not to adopt outstanding drafted minutes until December 2019.

In October 2018, the interim town manager told OIG agents that the town had not prepared, presented, or approved commission meeting minutes since May 2017. After the town commission hired him, he asked the deputy town clerk why not, and she replied that the former town manager had told her not to do them.⁵³ The interim town manager then directed her to get them done. He told the OIG that the rule regarding the preparation of minutes was that they should be prepared promptly upon conclusion of a public meeting, which normally meant by the date of the next meeting, and he expressed concern about town business that had been approved and adopted but not recorded since May 2017, as it was a legal requirement to do them timely.

On November 7, 2018, the OIG requested the town produce documents including its meeting minutes from 2017 to present. The deputy town clerk responded by email on November 21, 2018, that items including the meeting minutes were “in progress.” On November 29, 2018, she sent the commission a “block” of draft minutes with a memo requesting they be approved, and the following day, she emailed the OIG that the town had outsourced the preparation of minutes and that “upon completion of each set of minutes I will forward a copy to your office . . .”

On December 3, 2018, the auditing firm Grau & Associates issued the town its 2017 CAFR for the fiscal year ending September 30, 2017. The CAFR reported that the town had ceased recording minutes after May 2017. The minutes that the town did provide to the auditor were disorganized and confusing, and contained incorrect dates, mistakes, and unclear information. The auditor reported that the town had contracted a private outside agency to assist the clerk in preparing all past minutes back to May 2017 and going forward starting in September 2018.

The OIG ascertained that the town engaged Prototype in August 2018 to prepare approximately 60 summary meeting minutes from digital audio files, agenda documents, and lists of attendees and to attend and prepare minutes for future meetings. The president of Prototype informed the

⁴⁹ *Inf. Op. to Board of Trustees*, January 27, 2009 (citing Webster’s New Universal Unabridged Dictionary (2003)).

⁵⁰ See *Grapski v. City of Alachua*, 31 So. 3d 193 (Fla. 1st DCA 2010), *review denied*, 47 So. 3d 1288 (Fla. 2010); AGO 91-26.

⁵¹ See *State v. Adams*, No. 91-175-CC (Fla. Sumter Co. Ct. July 15, 2002); AGO 82-47.

⁵² AGO 75-45; AGO 08-65; 86-93; *Inf. Op. to Fulwider*, June 14, 1993.

⁵³ The former town manager retired in January 2018.

OIG that her company received and used meeting recordings and documents from the deputy town clerk. Once Prototype completed draft summary minutes, the president forwarded the draft in Word, an editable format, to the deputy town clerk. Prototype invoiced the town between August 21, 2018, and April 24, 2019, for preparing 69 sets of minutes for regular, workshop, and special commission meetings and other board meetings that occurred between August 29, 2017, and March 13, 2019, for a total of \$8,623.75. Included in this cost were bills for attending as well as transcribing minutes for six meetings between September 5, 2018, and November 5, 2018. As previously noted, Prototype's president told the OIG that her company stopped attending meetings because the town kept canceling and changing them.

In May 2019, nine days after the town attorney interviewed with the OIG, he issued a memorandum to the commission explaining the basic requirements of the Sunshine Law, writing that the town was not complying with the necessity to promptly record minutes and make them available for public inspection. The attorney further urged that there were no circumstances that could excuse their delay, that it was imperative for the town to allocate necessary resources to rectify the shortcoming, and that "action minutes"⁵⁴ would be legally sufficient. The attorney concluded the memo by expressing that it was "of the utmost urgency" that the town commission act "as soon as possible" to set down a special meeting for the purpose of approving the minutes that had been prepared to date and that remaining outstanding minutes be prepared and delivered for approval "immediately."

When the attorney raised the issue at a commission workshop on June 5, 2019, the mayor expressed dissatisfaction with Prototype, which the town had stopped using.⁵⁵ A commissioner we spoke with said he observed that commission members and the mayor often "bickered" on the dais about what should be in the minutes, and each one wanted something different and expressed how the minutes were not accurate.

At the following meeting, the town attorney again raised the matter and suggested the town contact a temporary agency to provide an individual to help transcribe and complete the outstanding meeting minutes. Thereafter, the town engaged SNI Companies Corp. for the purpose, and town staff provided SNI with Prototype minutes, meeting agendas, and other information from which to work. The SNI temporary worker assigned to the project reported on July 25, 2019, that SNI had completed 26 meeting minutes for 2018 and two for 2019.

In late July 2019 the town hired a new employee to work on the minutes. In addition, a long-time staff member, the administration department assistant, assisted in the transition by preparing

⁵⁴ The attorney wrote that "a brief summary or series of brief notes or memoranda reflecting the events of the meeting" was all that was required. He explained that "[a]ction minutes" record any "action" or votes that were taken at the meeting," and would "allow citizens to easily see what happened at the meeting in a short time frame."

⁵⁵ As reported above, the last meeting for which Prototype prepared minutes was that of March 13, 2019. The president of Prototype reported in June 2019 that it had stopped receiving work from the town and that it was difficult to communicate with the former deputy clerk. The president said she assumed that the minutes were not a priority. She had not received any information that the town was displeased with Prototype's work; to the contrary, she had only received indications that the former deputy clerk and the town were appreciative. The OIG's review of Prototype's email correspondence with the former deputy clerk did not reveal any expression or suggestion of dissatisfaction with the vendor.

and submitting to the deputy town clerk a catalog of minutes that Prototype and the SNI temporary worker had completed.

On August 22, 2019, the town attorney wrote an urgent message to the commission members, town manager, assistant town manager, and deputy town clerk, citing his May 17, 2019, memorandum on the subject of approving and publishing town minutes. After stating that he had been informed that some of the minutes had been prepared and presented for approval, he wrote, "I cannot stress enough that it is essential that the minutes be prepared, approved, and made available to the public in order for the Town to be in compliance with state law." The attorney included a copy of his May 17, 2019, memorandum and sample action minutes.

Following the discovery of the condition of the deputy clerk's office on October 1, 2019, as detailed below in the section titled, "The Town Did Not Maintain Its Public Records," the town suspended the deputy town clerk and commissioned LagomHR, Inc., to, among other things, conduct a fact-finding investigation. On October 23, 2019, LagomHR's representative, in the company of the assistant town manager, interviewed the deputy town clerk. The deputy town clerk said that the commission had instructed her about one year earlier to find someone to do the minutes and that she had been "struggling" to complete them. She stated that Prototype's work was "not satisfactory" according to the mayor and commission, adding that, at the time, the official backlog of meeting minutes went back to September 2017, and that 35 percent of the meeting minutes were completed but not adopted by the commission. She said the commissioners had different reasons for not adopting the prepared minutes, some saying that they were not accurate.

Without minutes, the town was unable to support any official action that it took at its public meetings, such as the passage of ordinances, and we have residual concerns about the lack of proof for several would-be official acts, as described in the below section titled, "Subsequent Activity and Improvements." In addition, among other effects, this failure of an elemental municipal function delayed the town's 2017 CAFR until December 3, 2018, as the auditor had refused to certify it in the absence of two years of meeting minutes.

The Town Did Not Maintain Its Public Records

The town did not maintain and produce upon request official and other public records that Florida requires of local governments.⁵⁶ With regard to resolutions and ordinances, the town did not pass them properly, did not maintain them properly, or both.

Florida has specific procedures for municipalities to follow for the proper passage of resolutions and ordinances. Specifically, in order to pass a proposed ordinance into law, the governing body of the municipality must: (1) read it by title or in full at two different meetings on two different dates; (2) notice the public with the date, time, place, and other details of the meeting in a

⁵⁶ As to the town's failure to submit new ordinances for publication for over two years, neither state nor town legal authority required the town to publish ordinances upon passage in order to become enforceable law. Fla. Stat. Sec. 166.041(4) ("[a]ll ordinances or resolutions passed by the governing body shall become effective 10 days after passage or as otherwise provided therein"); Town Charter Sec. 21 ("procedure for adoption of an ordinance . . . shall be the same as the procedure set forth in Chapter 166, Florida Statutes").

newspaper of general circulation in the municipality at least ten days before the meeting at which the vote to adopt the ordinance will take place; and (3) advise that interested parties may appear and be heard regarding it.⁵⁷ Critically, upon a resolution or ordinance's passage, the state law also requires the town to record it in a book kept for that purpose, signed by the presiding officer and the clerk.⁵⁸

The state's public records laws also require that "[e]very person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records."⁵⁹

The OIG had difficulty in obtaining copies of resolutions and ordinances from the town as well as meeting minutes, as we described in the above section titled, "The Town Did Not Promptly Produce Minutes," that the law required the town to keep. It was the minutes that should have memorialized the necessary first and second readings and dates of adoption that the ordinances claimed on their face. Despite our records request of November 7, 2018, by February 25, 2019, the town had not produced minutes that evidenced first and second readings and votes to adopt the following ordinances, about which we identified issues of concern:

**OIG Table 1: 2017 and 2018 Town Ordinances Provided in Response to
OIG Records Request Dated November 7, 2018**

	SUBJECT MATTER	ISSUES OF CONCERN
17-10-01	Retirement benefits	No minutes
17-10-02	Assembly hall, banquet halls, etc.	No quorum, agenda, or minutes
17-10-03	Height restrictions	No quorum, agenda, or minutes
18-01-01	Procurement	No record of meeting for second reading
18-03-01	Zoning and medical marijuana	No minutes for either reading
18-03-02	Wireless facilities on rights of way	No minutes for either reading
18-03-03	Employee ethics	No record of first reading No minutes for second reading
18-04-02	Beauty shops, salons, and spas	No minutes for either reading
18-04-03	Baths and massage parlors	No minutes for either reading
18-06-01	Administrative services director	No minutes for either reading
18-06-02	Public services director	No minutes for either reading
18-08-01	Town commission interactions	No minutes for either reading
18-10-01	Maintenance of exteriors	Item not on agenda and no minutes for first reading No record of meeting for second reading date
18-10-02	Health and sanitation	Not on agenda and no minutes for first reading date
18-10-03	Reimbursement, indemnification for officials	Wrong records provided

⁵⁷ Fla. Stat. Sec. 166.041.

⁵⁸ The former deputy clerk stated that, around the end of 2017 or beginning of 2018, she requested and received signing authority on town resolutions and ordinances, and the town attorney provided the OIG with an unexecuted copy of Resolution 18-04-01, which purported to give the deputy town clerk the authority to attest to documents on the town's behalf.

⁵⁹ Fla. Stat. Sec. 119.07(1)(a).

The OIG interviewed the deputy town clerk and the town attorney separately in May 2019. They told us that the town attorney drafted resolutions and ordinances following the meetings at which the commission voted to adopt them. The town attorney assigned a number to the drafts based on the year, month, and sequential number for the month. He worked from the agendas and notes he took at the meetings and submitted the drafts to the deputy town clerk. She reviewed and signed them, and the mayor signed them. The town attorney stated that the responsibility for ensuring that information and dates within the resolutions and ordinances started with him; what he sent the town should have been correct. If it were not correct, he expected the deputy town clerk to return the document for correction, but he could not recall any occasion when she informed him of any problem with a reading date. The town attorney did not keep executed copies but maintained a record of the unsigned drafts he transmitted to the deputy town clerk. The deputy town clerk told us that the town maintained signed and sealed resolutions and ordinances in a legal-sized black book kept in a vault in town hall.

In April 2019, the deputy town clerk said that she had submitted to the OIG all the resolutions and ordinances that were passed after September 8, 2016. She claimed that, shortly after the commission adopted the ordinances, she listened to audio recordings of meetings or reviewed her notes to confirm the first and second reading dates for the ordinances she provided to the OIG. Upon hearing the OIG's various concerns regarding the proposed ordinances as listed in OIG Table 1 above, she variously stated that she gave her notes to staff and Prototype to use while transcribing the minutes, that she would double-check for any corrections, that it could be her fault that she did not provide records to confirm the first and second readings, that it was the town attorney but not she who drafted the ordinances, and, finally, that the only thing she did not verify before executing the ordinances were the passed and adopted dates. She said, "I do not check the dates . . . I did not."

The town attorney informed us that he was originally made aware of the disorganization of town records and slow production in response to records requests during the first OIG investigation, when the OIG was unable to get documents.⁶⁰ He was usually copied on public records requests that the town received, but he did not know how the town tracked public records requests or pulled records. As for records the OIG requested in this matter, the town attorney said he knew the town's response was "extremely slow." He said he tried to track the town's progress on the OIG's request but did not get "positive answers."

At the town commission meeting of June 12, 2019, just over one month after the town attorney's interview with the OIG, he proposed, as an "emergency item," a resolution to allocate additional staff to assist with public records requests, including OIG's request for additional documents. The town designated a staff member to process public records requests and to obtain assistance as needed to ensure complete and timely responses that were legally compliant. The resolution passed, four to zero.

⁶⁰ See "Misconduct and Gross Mismanagement in the Town of Pembroke Park's Procurement of Professional Engineering Services," OIG 14-032, February 2, 2018, Broward Office of the Inspector General, footnote 1 on p. 1, which explained, "We limited our scope to procurement processes in part due to our difficulty in obtaining town records, which in many cases made our assessment of the town's processes difficult or impossible."

On October 1, 2019, the clerk-commissioner, town manager, and assistant town manager forced open the door to the town records and clerk's office, which was until then exclusively controlled by the deputy town clerk, and found her workspace and town records to be in extreme disarray. The following day, the town attorney submitted a memorandum to the commission and town manager on how to place the deputy town clerk on administrative leave while the town manager and staff investigated the manner in which she performed her duties. Specifically, the town attorney wrote, "The Town Manager stated that she is concerned that [the deputy town clerk] has not performed her assigned duties and has not maintained Town public records in compliance with state law, including possible destruction of certain Town documents."

In the following week, on October 9, 2019, OIG special agents observed and took photographs of the deputy town clerk's work area. Among the agents' observations was that the date stamp on her desk was set to the date of June 8, 2018.

Pursuant to a fact-finding investigation commissioned by the town from LagomHR, Inc., to determine what happened with the town's records as evidenced by the recent discovery of the condition of the deputy town clerk's office, on October 23, 2019, the deputy town clerk agreed to answer questions of a LagomHR representative. In her statement, the deputy town clerk stated that only the mayor had requested her keys to the town archives room, and it had only been one day since the mayor had made her request when the public works maintenance team drilled into the room. According to LagomHR's report of the interview, when shown October 9, 2019, photographs of her workspace and town archives room, she stated,

All documents kept piling on and piling on. I did not have a chance to go through these documents. I have not worked in that office for 6 months to 1 year. The office got to that bad in 2017. I did not notify anyone that the office was in that condition because I thought I could go in with an assistant to get everything organized. . . . It is not acceptable and I take full responsibility for the condition of those rooms. I tried to get a handle on it and I could not. We have been, especially the Clerk's office, under investigation and so much stress since 2017. We have had issues with the Town Manager. There was never time, and there are meetings upon meetings.

At the regular commission meeting of December 11, 2019, the town commission voted to release the deputy town clerk upon payment of leave she had accrued, and she resigned effective December 31, 2019 pursuant to a separation agreement and mutual release.

Subsequent Activity, Including Improvements

In November 2019, the town implemented iCompass, a meeting and agenda management software that enabled the town to create and publish agendas and minutes and allow public access to agendas, minutes, records, and meeting recordings online.⁶¹

⁶¹ Retrieved on March 8, 2022, from <https://open.icompasstech.com/icompass-demo?mrasn=584644.724301.Qzfs74K&xtref=www.icompasstech.com>.

The commission contracted an interim deputy town clerk in November 2019, whom it hired approximately one year later to be the town clerk.

On December 4, 2019, as interim deputy town clerk, she issued a report based on observations she made during her first week on the job. In the report, she identified short-term goals that included posting public notices for all meetings of a given month at the beginning of that month, the orderly submission of agenda items, providing for more time between workshop and regular meetings—specifically for ordinances and resolutions, controlling agenda changes, 60 days to produce and approve minutes, and two readings for ordinances with the second reading advertised 10 days prior. Long-term goals included codifying existing ordinances; logging resolutions; cleaning and organizing storage areas; disposal of documents per the state retention schedule; and an ordinance outlining meeting protocol, clerk duties, and records management.

On January 13, 2021, the town clerk updated the commission again, reporting that her office's operations included the functions of disseminating meeting agenda items and documents; preparing minutes for town commission meetings; codifying ordinances; serving as official records custodian; managing public records requests; and processing and maintaining ordinances, resolutions, and public notices, among other municipal clerk functions. She wrote that the clerk's office was staffed with four full-time employees including herself. Finally, she reported that she was "happy to report that we now have accurate and fully executed" resolutions, ordinances, and minutes from 2017, 2018, and 2019.

The OIG conducted an interview of the town clerk on February 11, 2021, at which time she gave an account of her efforts in several areas under the municipal clerk function, including these three:

1. Reasonable Notice

There is more control over the submission of agenda items and changes to them. Staff and commissioners have stopped bringing forward new business at meetings, for example, reading resolutions from the dais without any notice. Now, if a resolution or information is not posted 48 hours in advance, that item must wait to be included in the next meeting. Special or emergency meetings were scheduled and posted with at least 48 hours—with agendas and backup information. For non-special or emergency meetings, she preferred to provide at least ten days of notice or an agenda and generally posted the meeting agenda five days prior, fully uploaded to the website and at two locations within town hall and at the parks department. When she received additional items after the agenda and backup has been posted, she uploaded those items as soon as possible to make them available to the public.

2. Prompt Production of Minutes

The interim town clerk worked with the employee hired in July 2019 to work to catch up on the meeting minutes. Over several months, as they completed a batch of meeting minutes, they

presented them to the commission for final review and approval. In this way, they marshaled outstanding meeting minutes through adoption.⁶²

By February 2021, she reported to the OIG that the town had caught up on all outstanding minutes and that all meeting minutes were current within two weeks and generally presented for adoption at the next meeting. At the time, she reported that she was working on making them available on the town's website.

3. Maintenance of Public Records

By February 2021, she kept final, signed, and executed resolutions, ordinances, and minutes in her office, stored in binders and scanned to Laserfiche. She also reported to the OIG that the mayor refused to sign the past resolutions because she was unsure they had been approved, and the commission decided to have the town attorney go through them and sign them to certify they were accurate. While the mayor ultimately did not sign them; the vice mayor did.⁶³ She stated that all resolutions and ordinances from 2017, 2018, and 2019 were signed and executed as final.⁶⁴

The town had approved a public records policy in the month prior to the town clerk's interview that implemented resolution 2020-101 to create and maintain a records management manual. The new policy detailed the required procedures for handling public records requests so that they were tracked and timely completed. She also conducted staff training on the process in January 2021, and she provided a training PowerPoint presentation to the OIG. She said she was also working on purging unnecessary records per the state records retention schedule.

Following her interview, on February 21, 2021, the OIG requested the town to provide all commission meeting minutes and all completed and executed ordinances from January 1, 2017, forward. We compared the town's responses to our November 7, 2018, and February 21, 2021, requests for minutes and ordinances.

The initial request in November 2018 resulted in the OIG receiving documents of 86 commission meetings for 2017 and 2018, including workshops, regular, and special meetings. For those meetings, the town provided 79 agendas and 36 minutes, only some of which overlapped; the former deputy town clerk characterized the agendas as "placeholders" for minutes that were in the process of transcription and would be provided in the future. The follow-up request in February 2021 resulted in the OIG receiving 76 minutes for 2017 and 2018, plus 66 minutes for 2019 forward.

⁶² To update the commission, the town clerk wrote a memorandum dated May 22, 2020, titled, "Town Clerk Document Update." In this memorandum, she reported that she worked with the aforementioned staff member to compile 39 minutes for 2017, 59 minutes for 2018, and 41 minutes for 2019.

⁶³ In addition to the clerk, state law required the presiding officer of the governing body to sign ordinances. Fla. Stat. Sec. 166.041(5).

⁶⁴ To update the commission, the town clerk wrote a memorandum dated May 22, 2020, titled, "Town Clerk Document Update." In this memorandum, she reported that she compiled 93 resolutions and 7 ordinances for 2017, 50 resolutions and 12 ordinances for 2018, and 127 resolutions and 9 ordinances for 2019.

The prior request in February 2021 also resulted in the OIG receiving copies of 15 ordinances, all of which had issues of concern as specified in OIG Table 1, above. The follow-up request in February 2021 resulted in the OIG receiving additional records from which we determined that, all but three of the 15 ordinances originally provided had remaining concerns, as reflected below in OIG Table 2.

OIG Table 2: 2017 to 2018 Town Ordinances Provided in Response to OIG Records Request Dated February 21, 2021

NUMBER	SUBJECT MATTER	ISSUES OF CONCERN
17-10-01	Retirement benefits	(Resolved)
17-10-02	Assembly hall, banquet halls, etc.	No quorum for date of first reading No record of first reading
17-10-03	Height restrictions	No quorum for date of first reading No record of first reading
18-01-01	Procurement	Incorrect date of first reading
18-03-01	Zoning and medical marijuana	No record of first reading
18-03-02	Wireless facilities on rights of way	(Resolved)
18-03-03	Employee ethics	No record of first reading
18-04-02	Beauty shops, salons, and spas	No record of meeting for date of second reading No record of second reading
18-04-03	Baths and massage parlors	No record of meeting for date of second reading No record of second reading
18-06-01	Administrative services director	No record of meeting for date of first reading No record of first reading
18-06-02	Public services director	No record of meeting for date of first reading No record of first reading
18-08-01	Town commission interactions	(Resolved)
18-10-01	Maintenance of exteriors	No record of first reading Incorrect date of second reading
18-10-02	Health and sanitation	No record of first reading Incorrect date of second reading
18-10-03	Reimbursement, indemnification for officials	No evidence of this ordinance

In addition, the town provided records for 20 ordinances since 2018. Of those, we observed that only one, 19-04-01, lacked support for passage; specifically, it was missing a record of a meeting on the second reading date and a record of a second meeting at any time.

The town clerk told us in February 2021 that she was in the process of making additional improvements, and we confirmed that she has effected them. We observed that the town's online calendar of meetings continued to be maintained and was current as of March 2022.⁶⁵ This page included public search features for information regarding regular commission meetings, charter

⁶⁵ <https://tppfl.civieweb.net/Portal/MeetingTypeList.aspx>.

review committee meetings, public notices, RFP documents and procurement review committee meetings, budget hearing meetings, pension board meetings, planning and zoning meetings, workshop commission meetings, special commission meetings, code enforcement special magistrate hearings, citizen advisory board meetings, and emergency commission meetings.

Also as of March 2022, there remained a functioning, online search portal for the town's archive of meeting agendas and minutes, as the town clerk stated in February 2021 that she was working on.⁶⁶

CONCLUSION

Although the OIG has residual concerns about the lack of proof for several ordinances, we are satisfied that the town has now reversed its course on meeting notices, meeting minutes, and public records. The deputy town clerk, the town attorney, the interim town manager, the former town manager, and three commissioners whose actions are described in this memorandum no longer serve as employees or officials of the town. The new administration, with special recognition to the town clerk, has effected positive changes that address the issues raised during the investigation. We are satisfied that the ongoing and systemic issues we observed regarding timely and reasonable meeting notices, the prompt production of meeting minutes, and the proper maintenance and production of official records have been resolved.

cc: J.C. Jimenez, Town Manager
Melissa P. Anderson, Town Attorney

⁶⁶ <https://portal.laserfiche.com/Portal/Welcome.aspx?repo=r-3d6cc82c>.