Town of Pembroke Park

Agenda
Workshop Meeting Meeting
Wednesday, July 3, 2019 @ 7:00 PM
Council Chambers

Page

1. CALL TO ORDER
2. ADOPTION OF MINUTES
   - 2.1. Adoption of Minutes

     Recommendation: That the Minutes be adopted as presented
3. OLD BUSINESS
4. NEW BUSINESS
   - 4.1. Bills over $500 - July 2019 — 5 - 6

     need approval
     Agenda Item Report - AIR-19-028 - Pdf
   - 4.2. Code Enforcement Department Update — 7 - 9

     Informational
     Code Enforcement status report June '19
   - 4.3. Business Tax Receipt and Billing Update — 11 - 23

     Informational, FY 17-18 Open Account Writes Offs
     July 2019-AgendaRequest-Inactive Cust Bal 17-18
     July 2019-AgendaRequest-Sign Var with Credit Bal
     July 2019-AgendaRequest-TPP-Pending Renewal Report
   - 4.4. Bank Account for Telecommunication Service Providers — 25 - 28

     Approval of New Bank Account for Telecommunications Fees
     New Bank Acct. Request
   - 4.5. Parks Department Update

     informational
   - 4.6. Public Safety
   - 4.7. Fire Safety

     informational
   - 4.8. Status of Town Projects — 29 - 33

     Informational

Status of Town Projects Report

4.9. Sign Variance Request for 3180 WHBB, LLC Moil Station 35 - 47

Sign Variance Request
SIGN VARIANCE REQUEST - MOIL

4.10. 44th Year Community Development Block Grant (CDBG) Bid Award 49

Bid Award
44th Year CDBG Award Recommendation

4.11. Disaster Debris Removal and Disposal Services Bid Award 51

Bid Award
DisasterDebrisRemovalDisposalServices Short List Recommendation

4.12. Site Plan Modification – Coca Cola Beverages Florida, LLC 53 - 56

Site Plan Approval
Site Development Plan Modification - Coca Cola Industrial Complex

4.13. Site Development Plan Modification – 4250 W. Hallandale Beach Blvd Commercial Complex 57 - 75

Site Plan Approval
Site Developmetn Plan - 4250 W. Hallandale Beach Blvd Commercial Complex

4.14. Capital Improvement Plan Amendment

informational

4.15. 2019 Healthy Community Champions Recognition Program 77 - 105

4.16. Legislative Update

Informational

4.17. International Promotions, Businesses, Community Involvement

DISCUSSION: International Promotions, Businesses, Community Involvement – Vice-Mayor/Public Services Commissioner Clark
Special Recognition for: Coca Cola, Pembroke Park Church of Christ, Professional Firefighters Association, and Club Richelieu
Agro Eco Center/Community Garden/ Food Forest/ Grants

4.18. Broward Sheriff Office (BSO) Contract

4.19. Broward Sheriff Office (BSO) Contract Issues

4.20. Contracts

4.21. Request for Proposals for Human Resource Consulting Services 107 - 123
HUMAN RESOURCE CONSULTING SERVICES (RFP)

4.22. Town Official Code of Conduct: Commissioners, Employees, Board Members, Vendors, etc.

4.23. Permanent Town Manager Search 125 - 212
Town Manager Resumes 06-28-2019

4.24. Edward Byrne Memorial Justice Assistance Grant-Countywide (JAG-C) 213 - 214
Sample 51% Letter - Broward County JAG FFY18

4.25. 2019 Mayors National Youth Summit 215 - 217
2019 Mayors National Youth Summit - United States Conference of Mayors

4.26. Broward County Supervisor of Elections 219 - 222

Approval of Agreement
SOE - Arrangement for Temporary Use of Facility

4.27. Purchasing Manual 223 - 300

Approval of Purchasing Manual
Purchasing Manual DRAFT

5. ORDINANCES

6. NOTICES OF MOTION

7. DELEGATIONS

8. PRESENTATIONS

9. UNFINISHED BUSINESS

10. ADJOURNMENT

AGENDA ITEM REPORT

To: Commssion
Subject: Bills over $500 - July 2019
Meeting: Workshop Meeting - 03 Jul 2019
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

FINANCIAL IMPACT:
$100,000 an incre

RECOMMENDATION:
need approval

ATTACHMENTS:
Fire Fees

Mark Pakula, Information Technology Director	None

TOWN OF PEMBROKE PARK
RECONCILIATION OF FIRE FEES
AS OF 9/30/17

G/L Account Number	G/L Account Name	G/L Balance	Ink Force BTR	Ink Force Building	Difference
001-000320-329003-00-0000	Fire Fee Business Tax	11,870.00	11,820.00		50.00
001-000320-329003-01-0000	Fire Fee Annual Renewals	78,531.00	78,531.00		-
001-000320-329003-02-0000	Fire Fee Building Department	480.00	480.00		-
001-000320-329003-04-0000	Fire Fee Inspection Permits	37,601.50		37,601.50	-
001-000320-329003-05-0000	Fire Reinspection BTR	1,643.00	1,643.00		-
001-000320-329003-03-0000	Fire Fee Plan Review	12,462.71	160.00	56,653.37	(44,350.66)
001-000320-329003-06-0000	Fire Fee Reinspection Fee	44,350.66			44,350.66
	Total Difference				**50.00**

001-000320-329003-01-0000	Fire Fee Annual Renewals	
	BTR page 4	78,701.00
	BTR page 1	(170.00)
	total	78,531.00
001-000320-329003-02-0000	Fire Fee Building Department	
	BTR page 4	320.00
	BTR page 4	160.00
	Total	480.00
001-000320-329003-00-0000	Fire Fee Business Tax	
	BTR page 4	11,905.00
	BTR page 1	(85.00)
	total	11,820.00

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	07/03/2019
Subject:	Code Enforcement Department Monthly status Report
Initiated by:	☐ City Commission ☐ City Attorney ☑ City Manager / Staff
Prepared by:	Name & Title: Jeffrey Louis - Chief Code Enforcement Officer
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Please see attached monthly report of June 2019
Fiscal Impact:	None
Policy Question(s) for Commission Considerations:	no policy questions
Summary:	Monthly report from Code Enforcement department regarding new code cases for the month of June, on going code cases and incidents.
Background:	The Town's Code Enforcement Department tracks, reviews and maintain records of incidents, complaints and observations regarding the Town Code of Ordinance. This
Discussion/Analysis:	Discussion of case files or questions for clarification from the Town's Commission.
Options:	N/A
Advantages:	N/A
Disadvantages:	N/A
Possible action:	no additional action at this time
Advantages:	N/A
Disadvantages:	N/A
Staff Recommendations:	N/A
Additional Action Needed:	No additional action at this time

STATUS REPORT FOR DEPARTMENT OF CODE ENFORCEMENT

For the month of 6/1/2019 - 6/30/2019

Incidents

- Tenant complaint regarding parking lot lighting at 3701 SW 52 Avenue

New Code Cases

- Case 4547 – 3001 W. Hallandale Beach Blvd. - Non Renewal of Alarm Registration
- Case 4548 - 5401 SW 41 St (La Estancia) – Non Renewal of Business Tax Receipt.
- Case 4555 – 120 Lori Lane (Lakeshore MHP) – Alterations, Fence installed without Building Permits.
- Case 4556 - 3441 W. Hallandale Beach Blvd. – Trash and debris, Storage Containers without Building permits, construction materials stored on property
- Case 4558 – 2991 SW 32 Ave – Trash and debris, construction material on property
- Case 4559 – 5521 SW 34 St – Trash and debris on property, addition installed without Building permit
- Case 4560 – 4900 W. Hallandale Beach Blvd – Trenching, installing new cable (Comcast) without Building permits
- Case 4561 – 5510 SW 32 Ct – New A/C, Electrical work installed without Building permits, Overgrown vegetation on property
- Case 4563 – 5521 SW 32 Ct – Trash and debris, addition installed without Building permits
- Case 4564 – 3120 W. Hallandale Beach Blvd Lot 815 (Holiday MHP) – New addition installed without Building permits
- Case 4565 – 3120 W. Hallandale Beach Blvd Lot 817 - New addition installed without Building permits

  Case 4566 – 3535 SW 52 Ave – Temp. Generator installed without Building permits

On Going Cases

- Case 4504 - 3154 Pembroke Road – No Business Tax Receipt
- Case 4507 - 2061 SW 31 Ave – No Business Tax Receipt
- Case 4508 - 3841 SW 48 Ave Apt 108 – Non Renewal of Alarm Registration
- Case 4510 - 2069 SW 31 Ave - No Business Tax Receipt, Wall Sign installed without Building Permits
- Case 4516 - 3848 SW 48 Ave – Non Renewal of Alarm Registration
- Case 4519 - 2781 SW 56 Ave – Overgrown vegetation, broken fence
- Case 4522 - 2649 S Park Road – No Business Tax Receipt
- Case 4523 - 343 Lone Pine Lane – Mobile Home screen room converted to Living room
- Case 4531 – 3711 SW 52 Ave – Trash & debris on property, Overgrown vegetation, broke fence

- Case 4540 - 2950 SW 32 Ave – Overgrown vegetation, trash & debris, broken fence, graffiti on walls and shutters
- Case 4541 – W. Hallandale Beach Blvd (Newman) - Overgrown vegetation nuisance, trash and debris

Closed Cases

- Case 4498 - 4805 SW 41 St Apt 207 – Non Renewal of Alarm Registration
- Case 4499 - 5501 SW 33 St, Unit S – Non Renewal of Alarm Registration
- Case 4505 - 3930 Pembroke Road – No Business Tax Receipt
- Case 4506 - 3146 John P Curci Dr Bay 2 – No Business Tax Receipt
- Case 4513 - 1851 SW 31 Ave – No Business Tax Receipt
- Case 4524 – 3120 W. Hallandale Beach Blvd Lot 718 – Demolition of floors/ceilings without building permits
- Case 4534 - 5500 SW 32 Ct – Overgrown Vegetation, abandon vehicle on property

Around the office

Code Board

- Code Board Meeting was held on June 27th 2019. Next Code Board Meeting is scheduled for August 22, 2019.

Training

- Florida Association of Code Enforcement (F.A.C.E.) conference was held June 11-14, 2019 – attended by Joseline Ramirez

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	07/03/2019
Subject:	Report on Inactive Customers FY 17-18
Initiated by:	☐ City Commission ☐ City Attorney ☑ City Manager / Staff
Prepared by:	Name & Title: Michelle Grooms - Billing Administrator
Reviewed by:	Name & Title: Michelle Grooms - Billing Administrator
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	See attachments
Fiscal Impact:	Reduce the outstanding receivables.
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	Recommending that the record collectable debt and write off non-service related fees
Additional Action Needed:	Need policy on how to handle inactive account balances.

TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE · PEMBROKE PARK, FLORIDA 33023 · BROWARD (954) 966-4600 · FAX (954) 966-5186

MEMORANDUM

TO: Town Commission and Interim Finance Director

FROM: Michelle R. Grooms, Business Tax and Billing Administrator MRG

DATE: April 29, 2019

RE: Inactive Customers as of September 30, 2018

The attached listing includes customer accounts that are no longer active in the Town of Pembroke Park, based on information provided to the Business and/or Billing Department. These accounts include alarm registration, certificate of use, signs, business tax receipts, penalties (late charge / interest on past due accounts), inspections and false alarm. Please be aware that most of these fees are renewals, except for inspections (Building, Fire inspections and Annual fire inspections) and false alarms. The inspection and/or false alarm fees are for services performed; therefore I am recommending that these fees be recorded as collectable debt, which is due to the Town. After being removed from our current receivables, this collectable debt could be sent to a collection agency. Please be aware that at the current time there is no policy or procedure to handle outstanding debt or credit balances for inactive accounts.

Inactive Customers Balances As of Sept. 30, 2018
Break-Down by Fee Categories

Type of Fee	Amount
Alarm Registration	$505.17
Certificate of Use	$4,692.13
Signs	$230.00
Business Tax Receipts	$12,516.31
Penalties and Misc. Charges	$20,517.62
Sub-Total	**$38,461.23**
-Collectable Debt-	
Annual Fire Department Inspection	$23,825.00
Building Dept. Inspection Fee - Business Tax	$125.00
Building Re-inspection Fee	$754.00
Fire Dept. Inspection Fee – Business Tax	$5,055.00
Fire Re-inspection Fee	$265.00
False Alarm Fees	$2,500.00
Sub-Total	**$32,524.00**
Grand- Total	**$70,985.23**

Cc: Natasha Joseph, Administrative Services Director

Detail Report for Customers with Non Zero Balance As of 09/30/18

The following customer accounts were in-active in fical year 2017/2018

Line #	Customer Number	App ID	Total Owed
1	000905*N	78844	**$546.21**
2	004900*N	77581	**$87.57**
3	004909*N	77582	**$245.00**
4	004910*N	80763	**$452.50**
5	005040A*N	79117	**$844.77**
6	005043*N	78877	**$575.96**
7	005700*N	78158	**$12.50**
8	007850*N	78683	**$102.35**
9	007853*N	79049	**$250.00**
10	007854*N	77587	**$245.00**
11	008750*N	78183	**$85.00**
12	008900*N	83814	**$305.00**
13	012005*N	79353	**$193.46**
14	013475*N	79082	**$255.00**
15	013500*N	79114	***($1,103.13)***
16	013505*N	79770	**$1,103.13**
17	015800*N	79215	**$613.06**
18	016650*N	78236	**$85.00**
19	017410*N	79032	**$775.00**
20	017851*N	78449	**$370.00**
21	017900*N	78809	**$85.00**
22	019733*N	78808	**$413.99**
23	020650*N	78924	**$545.31**
24	020704*N	78312	**$85.00**
25	020800*N	79151	**$732.50**
26	022303*N	77619	**$405.00**
27	024500*N	78521	**($2.62)**
28	034108*N	77627	**$78.75**
29	034263*N	79028	**$1,469.32**
30	034270*N	77571	**$893.76**
31	034285*N	78623	**$745.00**
32	034400*N	78328	**$85.00**
33	035019*N	77629	**$78.75**
34	035720*N	79058	**$310.54**
35	035750*N	79174	**$100.80**
36	037630*N	78284	**$160.00**
37	040900*N	79099	**$298.75**
38	042400*N	79013	**$50.00**
39	042640*N	79548	**$51.50**
40	042650*N	78010	**$400.00**
41	043375*N	82524	**$160.00**
42	043400*N	77501	**$722.50**
43	043630C*N	78564	**$160.00**
44	044725*N	78838	**$446.88**
45	045630*N	78314	**$160.00**
46	046220*N	78491	**$485.00**
47	046230*N	78131	**$95.00**
48	046350*N	77649	**$58.75**
49	046450*N	77986	**$102.34**
50	046475*N	78169	**$918.76**
51	046975*N	79953	**$210.00**
52	047050*N	78241	**$412.40**
53	048505*N	78480	**$25.00**
54	048510*N	83743	**$131.25**
55	048535*N	78005	**$200.00**
56	048645*N	81772	**$480.00**
57	048650*N	78359	**$320.00**
58	048680*N	79932	**$105.00**
59	049956*N	78940	**$525.00**
60	049960*N	81547	**$88.00**
61	050050C*N	83102	**$183.15**
62	050308*N	77664	**$99.32**
63	050928*N	77920	**$85.00**
64	050953*N	78618	**$1,317.90**
65	051250*N	78459	**$12.88**
66	051255*N	78362	**$414.22**
67	051267C*N	83920	**$160.00**
68	051500*N	77494	**$660.00**
69	052520*N	77574	**$494.19**
70	052575*N	78374	**$287.70**
71	053270*N	83697	**$105.00**
72	053360*N	78701	**$462.37**
73	053370*N	78015	**$36.06**
74	053550*N	80910	**$441.00**
75	054555*N	79084	**$320.00**
76	054600*N	78233	**$405.00**
77	054650*N	78343	**$400.00**
78	064195*N	79127	**$315.63**
79	065275*N	82125	**$10.00**
80	065375*N	78672	**$630.00**
81	065400*N	78149	**$61.44**
82	065495*N	78890	**$2.14**
83	065498C*N	82519	**$280.00**
84	066210C*N	83089	**$160.00**
85	066743*N	78278	**$145.00**
86	066900*N	79092	**$377.43**
87	066920*N	78658	**$471.88**
88	067750*N	77693	**$829.23**
89	068840*N	78151	**$160.00**
90	068870*N	78082	**$355.00**
91	070302*N	77696	**$19.68**
92	072700C*N	79155	**$370.00**
93	073650*N	78628	**$200.00**
94	073900*N	78002	**$250.00**
95	074516*N	82518	**$405.00**
96	074520*N	78463	**$10.00**
97	076180*N	78678	**$157.50**
98	076750*N	77537	**$893.76**
99	077010*N	78050	**($105.00)**
100	077020*N	80727	**$157.50**

Detail Report for Customers with Non Zero Balance As of 09/30/18

101	077050*N	78363	$321.34
102	077200*N	78202	($26.25)
103	077525*N	78867	$250.00
104	078730*N	78945	$255.00
105	079200*N	79134	$415.00
106	080250*N	79027	$171.25
107	083290*N	80672	$402.50
108	083294C*N	83919	$160.00
109	083295*N	78673	$500.00
110	083296*N	78515	$370.00
111	083297*N	79089	$85.00
112	083700*N	79216	$250.00
113	084800*N	78571	$200.00
114	085345*N	78581	$515.00
115	088300*N	81239	$230.60
116	088510*N	79998	$210.00
117	089108*N	77735	$150.00
118	089140*N	78930	$643.75
119	089500*N	82431	$157.50
120	090003*N	79713	$10.00
121	090005*N	78568	$183.14
122	090006*N	78818	$630.00
123	090020*N	78508	$157.50
124	090470*N	78705	$170.00
125	090490*N	80375	$44.44
126	090550*N	78620	$85.00
127	090580*N	78220	$450.00
128	090597*N	82252	$285.00
129	090675*N	80576	$457.88
130	090700*N	78516	$283.50
131	090775*N	80749	$682.50
132	090800*N	78199	$200.00
133	094035*N	81924	$545.31
134	094040*N	78886	$85.00
135	094045*N	81957	$161.00
136	094050*N	78140	$250.00
137	094645*N	78059	$245.00
138	094655*N	78081	$157.50
139	094845*N	80020	$446.88
140	094850*N	79198	$85.00
141	094880*N	83285	$54.41
142	095600*N	78043	$328.13
143	097000*N	78043	$0.00
144	098125*N	78371	$358.48
145	099455*N	80762	$220.00
146	099460*N	78557	$160.00
147	099475*N	79008	$1,082.76
148	101300C*N	83087	$160.00
149	101312*N	77751	$2,259.28
150	101315*N	79060	$277.42
151	101320*N	80064	$313.05
152	103225C*N	79161	$115.00
153	103627*N	79199	$65.63
154	105000*N	78868	$250.00
155	106810*N	78157	$665.00
156	107089*N	78662	$85.00
157	108150*N	79189	$160.00
158	108315*N	78083	$105.00
159	108601*N	77946	$330.00
160	110080*N	77912	$95.00
161	110140*N	82510	$317.81
162	110625*N	78090	$250.00
163	110750*N	77779	$160.00
164	110880*N	78056	$150.00
165	111400*N	78558	$160.00
166	111506*N	78060	$250.00
167	112850*N	77957	$500.00
168	112950*N	84076	$131.25
169	113470C*N	83103	$160.00
170	114540*N	78210	$200.00
171	114557*N	79048	$536.60
172	114558*N	78806	$170.00
173	115500*N	81883	$235.00
174	116100*N	77991	$184.96
175	116500*N	78273	$200.00
176	116660*N	78091	$157.50
177	117050*N	77809	$22.84
178	118400*N	83659	$105.00
179	118875*N	78829	$85.00
180	118925*N	77558	$435.00
181	118925A*N	77559	$1.00
182	118950*N	78143	$30.17
183	119175*N	79568	$325.00
184	119500*N	78200	$160.00
185	120970*N	82354	$481.00
186	122715*N	77828	$175.00
187	123350*N	81527	$160.00
188	125150*N	78085	$335.00
189	125400*N	79047	$85.00
190	125608*N	77959	$250.00
191	125660*N	82557	$598.86
192	125685*N	78250	$285.00
193	125900*N	79018	$640.00
194	125972*N	78153	$245.00
195	126200*N	78514	$1,006.56
196	126550*N	79145	$745.00
197	126590*N	81143	$420.00
198	126880*N	77897	$250.00
199	126910*N	79062	$277.42
200	126919*N	82377	$410.00

Detail Report for Customers with Non Zero Balance As of 09/30/18

201	126920*N	77930	**$906.26**
202	126985*N	78346	**$381.25**
203	126995*N	78863	**$512.50**
204	128102*N	77847	**$335.00**
205	128400*N	77557	**$250.00**
206	128800*N	78193	**$85.00**
207	129340*N	80285	**$161.00**
208	129560*N	77500	**$312.50**
209	129580*N	83660	**$105.00**
210	129810*N	78615	**$250.00**
211	130458*N	78548	**$170.00**
212	130464*N	79110	**$370.00**
213	130473*N	77992	**$285.00**
214	130474*N	77993	**$285.00**
215	130942*N	77887	**$160.00**
216	130975*N	77552	**$240.00**
217	131602*N	80812	**$10.00**
218	132100*N	78651	**$280.00**
219	132750-C17*N	77929	**$160.00**
220	132785*N	78072	**$160.00**
221	132900*N	78448	**$85.00**
222	133200C*N	83117	**$160.00**
223	133475*N	78171	**$236.25**
224	133825*N	77994	**$277.42**
225	133900*N	78807	**$245.00**
226	134008*N	77858	**$1,493.01**
227	134150*N	78357	**$22.84**
228	134200*N	77995	**$245.00**
229	134750*N	78194	**$85.00**
230	137400*N	77534	**$160.00**
231	137450*N	80522	**$190.00**
232	137450A*N	80563	**$1.00**
233	137512*N	78307	**$1,570.68**
234	137514*N	77563	**$210.00**
235	137725*N	79352	**$119.46**
236	97059*N	78883	**$340.00**
		Total	**$70,985.23**

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	07/03/2019
Subject:	Report on Sign Variance Credit Balances
Initiated by:	☐ City Commission ☐ City Attorney ☑ City Manager / Staff
Prepared by:	Name & Title: Michelle Grooms - Billing Administrator
Reviewed by:	Name & Title: Michelle Grooms - Billing Administrator
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	See attachment
Fiscal Impact:	Reduce account receivable balances
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	Refund credit balance of completed/inactive sign variances.
Additional Action Needed:	Need policy on how to handle completed/inactive accounts with balances.

TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE · PEMBROKE PARK, FLORIDA 33023 · BROWARD (954) 966-4600 · FAX (954) 966-5186

MEMORANDUM

TO: Town Commission and Interim Finance Director

FROM: Michelle R. Grooms, Business Tax and Billing Administrator MRG

DATE: April 30, 2019

RE: Credit Balance for Sign Variances

The following information is in response to a discussion, during the Commission Meeting, on sign variance accounts with credit balances. The attached list shows the sign variances that are complete and have credit balances. Prior to April 2019, sign variance accounts were marked inactive active when the billing was complete; but a completion inspection is needed to close out the account. On April 24, 2019, each sign variance account was closed out with a completion inspection. As a result these accounts credits can be processed for refund or applied to pending balances due.

The attached list must be approved by the Town Commission before the refunds and/or credit can be processed.

Cc: Natasha Joseph, Administrative Services Director

List of Sign Variances with Credit Balances in the System as of 4/23/19

The following accounts have been billed and are complete.
The remaining credit balances are available for refund.

Line #	Customer #	Business Name	App ID	Total Owed	Local Addres	
1	008109SV	PEMBROKE GUN RANGE	79078	($100.00)	3140	PEMB RD
2	037105SV1	CHECKERS - SIGN VAR	83969	($350.00)	4000	HALL BCH BLVD
3	037105SV2	CHECKERS - SIGN VAR	83970	($350.00)	4000	HALL BCH BLVD
4	047075SV	DOCTORS TOY STORE	78121	($180.00)	2512	SW 30 AVE
5	067511SV	NOT JUST CARPET-SIGN VAR	78934	($340.00)	3020	SW 30 AVE
6	067511SV2	NOT JUST CARPET	77572	($180.00)	3020	SW 30 AVE
7	073600SV	HOUSE OF KABOB-SIGN VAR	83133	($100.00)	3153	HALL BCH BLVD
8	085302SV	TRINITY BROADCASTING OF FL	88988	($250.00)	3300	PEMB RD
9	088400SV	M.M. YUKA PARIS, LLC-SIGN VAR	77515	($300.00)	2930	SW 30 AVE, D
10	094650SV	MODERN MIAMI-SIGN VAR	77925	($180.00)	2050	SW 30 AVE
11	099455SV	CRICKET WIRELESS-SIGN VAR	83135	($300.00)	4520	HALL BCH BLVD
12	105901SV	PEMBROKE PARK WAREHOUSES-SIGN VAR	77538	($60.00)	3150	PEMB RD
13	105901SV2	PEMBROKE PK WAREHOUSES- SIGN VAR	83136	($180.00)	3150	PEMB RD
14	106706SV	PEOPLES PAWN & JEWELRY-SIGN VAR	89053	($250.00)	2910	SW 30 AVE
15	107080SV	TOP KITCHEN-SIGN VAR	83138	($60.00)	2500	SW 30 AVE
16	108306SV3	J.W. LEE, INC /SCARLETT'S	82834	($250.00)	2920	SW 30 AVE
17	108308SV	J.W. LEE PROPERTIES LLC - SIGN VAR	77967	($60.00)	2952	SW 30 AVE
18	110137SV	WPLG, INC (CHANNEL 10)-SIGN VAR	82487	($300.00)	3401	W HALL BCH BLVD
19	110137SV2	WPLG, INC (CHANNEL 10) - SIGN VAR	83563	($340.00)	3401	W HALL BCH BLVD
20	112350SV	RACETRAC #491-SIGN VAR	78234	($150.00)	3031	W HALL BCH BLVD
21	116010SV	SAFELITE AUTO GLASS-SIGN VAR	78376	($220.00)	3205	SW 22 ST
22	121859SV	SPICE OF LIFE - SIGN VAR	83618	($200.00)	2940	SW 30 AVE, 1-2
23	122605SV	PEMBROKE PARK OWNER LLC - SIGN VAR	82919	($150.00)	1781	S PARK RD
24	126870SV	TERZANI USA, INC - SIGN VAR	88700	($250.00)	2501	SW 56 AVE
25	133730SV	WHEAT CAPITAL MGMT-SIGN VAR	83140	($100.00)	2801	J P LYONS LN
26	65525SV	FULL SVC PAIN MGMT-SIGN VAR	83143	($207.50)	3107	W HALL BCH BLVD
27	70500SV	TOM HOGAN	83144	($100.00)	3002	W HALL BCH BLVD
			Sub-Total for Line #1-27	**($5,507.50)**		

The following accounts have been billed and are complete.
Please note: That the following account holders have other fees due to the Town -the credit should be applied to the fees due.

Line #	Customer #	Business Name	App ID	Total Owed	Local Addres	
28	024150SV	BSH PROPERTY LLC - SIGN VAR	83129	($100.00)	4520	HALL BCH BLVD
*	024170S	AVI SHLOMO COMMERCIAL CTR - SITE BSH PROPERTY LLC	83316	$3,630.96	2991	SW 32 AVE
29	049956SV	ELEGANT HOUSE - SIGN VAR	78077	($260.00)	1960	SW 30 AVE
	049956*N	ELEGANT HOUSE	78940	$525.00	1960	SW 30 AVE
30	067750SV	MULTIMEDIA INNOVATIONS-SIGN VAR	79195	($140.00)	2250	SW 30 AVE
	067750*N	MULTIMEDIA INNOVATIONS	77693	$829.23	2250	SW 30 AVE
31	094500SV	MITECH TECHNOLOGY - SIGN VAR	87584	($100.00)	2520	SW 30 AVE
	094500	EYERIDE / MITECH TECHNOLOGY	81328	$50.00	2520	SW 30 AVE
			Sub-Total for Line #28-31	**($600.00)**		
			Grand Total	**($6,107.50)**		

*corrected total

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	07/03/2019
Subject:	Report on Outstanding Renewals FY 2018-2019
Initiated by:	☐ City Commission ☐ City Attorney ☑ City Manager / Staff
Prepared by:	Name & Title: Michelle Grooms - Billing Administrator
Reviewed by:	Name & Title: Michelle Grooms - Billing Administrator
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	No fiscal impact - only a report update on account billing
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	None
Additional Action Needed:	None

OUTSTANDING RENEWALS FY 2018-2019
AS OF JUNE 12, 2019

	Name	LocalAddress	AcctNo	Prior Yr(s) Balance brought forward Y-Yes or N-No		Registration with FL Division of Corp. A-Active, IA-Inactive or NL-Not listed		Billing includes Business Tax Y-Yes or N-No
1	AUDIO VIDEO MD INC	2940COUNTRY CLUB LN	004888	N		A		Y
2	ALASHAHOLIC	3001 WHALL BCH BLVD, 306	004903C	N		A		N
3	ALFREDO ORTIZ CUSTOM KITCHEN	2401 J PLYONS LN, C29	005040C	Y		A		N
4	AMAZING EVENTS & RENTALS INC	2950-2952SW 30 AVE	007460	N		A		Y
5	ANDERSONS AUTOMOTIVE	5507 SW 25CT	009515	N		NL		Y
6	**THERESA CAMPBELL**	**5501 SW 33STREET, S**	**034262*N**	**CLOSED ACCT**		**NL**		**N**
7	**CHARLIES IRONWORKS**	**3120 PEMB RD, 214**	**035930**	**PAID-4/2019**		**A**		**Y**
8	JON CHISTYAKOV	2401 J PLYONS LN, F24-26	037610	Y		NL		Y
9	AAA CLOSEOUT NETWORK	2673 PARKLN	042625	Y		NL		N
10	AAA CLOSEOUT NETWORK	2681 PARKLN	042626	Y		NL		N
11	AAB INTERNATIONAL	2517 PARKLN	042675	Y		A		N
12	**ALEXAS M CROSSMAN**	**3924 SW 52AVE, 1**	**043350**	**PAID-5/2019**		**NL**		**N**
13	**DC DIVERSIFIED INC**	**3120 SW 19ST, 161**	**044150C*N**	**CLOSED ACCT**		**IA**		**N**
14	CARE ONE LOGISTICS	2657 -2665PARK LN	044250	Y		NL		N
15	DEKA BUSINESS CORP	3120 PEMBRD, 226	045500C	Y		A		N
16	DRE COUTURE	2930 SW 30AVE, B	045660C	Y		A		N
17	GQ GALLERY INC	2930 SW 30AVE, K	046375	Y		A		Y
18	**DOCS, LLC**	**3146 JPCURCI DR,3A-2**	**047070**	**PAID -5/2019-BAL $250**		**A**		**Y**
19	EXECUTIVE DIESEL	3154 PEMBRD	051263C	Y		NL		N
20	FLORIDA STORM SHUTTERS	3120 PEMBRD, 241	054825C	Y		NL		N
21	**GALANTE STUDIO**	**2649 PARK LN**	**066223*N**	**CLOSED ACCT**		**NL**		**N**
22	G REALTY LLC	3121W HALLBCH BLVD,103	066755	N		A		Y
23	H & G QUALITY / AC CUSTOM	2565 PARKLN	067650C	Y		NL		N
24	**HAIR & MOUSTACHE BARBERSHOP**	**3948 PEMBRD, A**	**067751C*N**	**CLOSED ACCT**		**IA**		**N**
25	DAVID HENRIQUES	3615 SW 52AVE, B103	068857	Y		NL		N
26	**HOLYWOOD STYLE BEAUTY**	**3948 B PEMBRD**	**072600**	**CLOSED ACCT**		**A**		**Y**
27	**YOLANDA ULERIO**	**3948 B PEMBRD**	**072600A**	**CLOSED ACCT**		**A**		**Y**
28	**ICE CREAM TIME / GIG ICE CREAM***	**3130 PEMB RD, 422**	**074515**	**PAID-4/2019-BAL $250**		**A**		**Y**
29	IMARINE DISTRIBUTORS LLC	3130 PEMBRD, 342	075300	N		A		Y
30	**J.R. METAL ORNAMENTAL INC**	**1851 SW 31AVE**	**078658**	**PAID-5/2019**		**A**		**Y**
31	JUST INSURANCE BROKERS	4520 WHALL BCH BLVD, 4	081600	Y		NL		Y
32	**YELENA KHALIF**	**3864 SW 48 AVE**	**083550**	**PAID-5/2019**		**NL**		**N**
33	**KING OF QUARTZ AND GRANITE INC**	**1802 SW 31AVE**	**083725C**	**PAID-4/2019**		**A**		**Y**
34	LA ESTANCIA TOWNHOMES	5401-5465SW 41 ST	084700	N		NL		N
35	POINT OF GRACE CHRISTIAN SCHOOL	3610 SW 48AVE	085301	Y		NL		N
36	**LIFT MASTERS & EQUIPMENT**	**3130 SW 19ST, 461**	**086100**	**PAID-5/2019-BAL $250**		**A**		**Y**
37	LUIS TOLENTINO	2401 J PLYONS LN, A23	088000	Y		NL		N
38	**RICHARD ROBINSON**	**3944 SW 48AVE**	**091250**	**PAID-4/2019**		**NL**		**N**
39	MEDICAL TRANSPORTATION SVCS	2061 SW 31AVE	092000	Y		NL		Y
40	PETER MEIKLE	2401 J PLYONS LN, B9-10	092102	Y		NL		N
41	**MORGAN WINE & SPIRITS DIST**	**2069 SW 31AVE**	**094840**	**CLOSED ACCT**		**NL**		**Y**
42	MOVING SERVICES INC	2617 / 2625PARK LN	094912	Y		A		N
43	**NEW VUE OPTICAL LLC**	**4520 WHALL BCH BLVD, 8**	**098450**	**PAID-4/2019**		**A**		**Y**
44	NEVILLE SHEPHERD LLC	3130 PEMBRD, 404	099700	Y		A		Y

OUTSTANDING RENEWALS FY 2018-2019
AS OF JUNE 12, 2019

45	A TO Z MARKETING	1869 SW 31AVE	101329	Y		IA		Y
46	OCHI PROPERTIES LLC	2863 S PARKRD	101340C	Y		A		N
47	**PLAZA OF HALLANDALE BEACH**	**3535 SW 52AVE**	**101503**	**PAID 5/2019**		**NL**		**Y**
48	ORA'S CABINETS	2401 JPLYONS LN, B25-26	101575C	Y		NL		N
49	**RESIDENT**	**4805 SW 41 ST, #207**	**105852**	**PAID 6/2019**		**NL**		**N**
50	**PRINTOPIA, LLC**	**2260 SW 30AVE**	**110600**	**PAID 11/2018-BAL $31.03**		**A**		**Y**
51	R.S. TRADING CO	2673 S PARKLN	112923	Y		IA		Y
52	DANIEL REIDER	3848 SW 48AVE	113320	N		NL		N
53	**RENOVAC CORP**	**311 LONEPINE LANE**	**113700**	**PAID-4/2019**		**A**		**Y**
54	ROODY JEAN GILLES CABINETRY	3120 PEMBRD, 234-235	113990C	Y		NL		N
55	**IRRINGTON ROBERTS**	**3840 SW 48AVE, C-21**	**114545**	**CLOSED ACCT**		**NL**		**N**
56	**ISAIAS ROLENDER**	**2544 SW 30AVE**	**114600**	**PAID-4/2019**		**NL**		**N**
57	WILFORD SAMUEL	2350 S PARKRD, 205	116205	Y		NL		N
58	**DAVIS SCHENLEY**	**611 MARINE DR, 422**	**116725**	**PAID-4/2019**		**NL**		**N**
59	**MORRISON, ANGELA**	**3722 SW 52AVE, 108**	**118783**	**PAID-5/2019**		**NL**		**N**
60	SOOK PAINT & BODY SHOP LLC	2311 J P LYONS LN	120306	N		A		Y
61	**SOUTH FL CONSTRUCTION &**	**2400 SW 30AVE, C**	**120400**	**PAID- 4/2019-BAL $390**		**A**		**N**
62	WASTE SVCS. OF FLORIDA INC	VARIOUSAREAS	120950RM	Y		NL		**Y**
63	STIRLING WHOLESALE MEAT	2665 S PARKRD	122717	N		IA		Y
64	**SUBWAY #34960**	**3930 PEMBRD**	**122950**	**PAID-5/2019**		**A**		**Y**
65	TAJ FASHION	2930 SW 30AVE, K&L	125610	N		A		Y
66	TEAM MARKETING GROUP, INC	3107 WHALL BCH BLVD, 3	125684	N		IA		Y
67	TRAUPE RESIDENCE	3841 SW 52AVE, 108	126992	Y		NL		N
68	V & L DEBT RELIEF AND SVCS., INC	4500 WHALL BCH BLVD	130380	N		A		Y
69	WAL-MART STORES #1996	3898 PEMBRD	132776	**PAID 10/2018- BAL $22**		**A**		**Y**
70	**WATERMAN PLUMBING**	**3120 SW 19 ST, 153**	**132850C**	**PAID 5/2019-ADJ BAL**		**NL**		**N**
71	WORLD STAR ENTERPRISES INC	3121 W HALL BCH BLVD, 108	135200	N		A		Y
72	**JASMIN ANN SUTHERLAND**	**3750 SW 48 AVE, 105**	**137724**	**CLOSED ACCT**		**NL**		**N**
	The following accounts are other billing that were mailed with renewals FY 18-19							
73	PEMBROKE PK CHURCH OF CHRIST	3707 SW 56 AVE	105800B	Y		A		N
74	THE POLO CLUB, INC	5590 W HALL BCH BLVD	112403EX	Y		A		N
75	THE POLO CLUB, INC	5590 W HALL BCH BLVD	112403EXA	Y		A		N
	***CORRECTION**							
		Total # of accounts with balance from previous year		**31**	**# of A**	**34**	**# Y-BTR**	**34**
		Total # of accounts outstanding		44	**# of IA**	**6**	**#N-BTR**	**41**
					#of NL	**35**		

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	06/05/2019
Subject:	Request to open a new Bank Account for Telecommunication Service Providers
Initiated by:	☐ City Commission ☐ City Attorney ☑ City Manager / Staff
Prepared by:	Name & Title: Valerie Price
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Town Of Pembroke Park Registration Form for Crown Castle Fiber.
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	For Deposits to be received and held by various companies relating to Telecommunications service providers within the Town.
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	Approval to open new account.

TOWN OF PEMBROKE PARK
REGISTRATION
CHAPTER 26, SECTION 26-123 THROUGH SECTION 26-133
PEMBROKE PARK COMMUNICATIONS RIGHTS-OF-WAY ORDINANCE
Adopted January 9, 2019

1. **REGISTRANT'S NAME (COMPANY NAME):**
(NOTE: REGISTRANT'S NAME MUST APPEAR AS IT APPEARS ON THE CERTIFICATE OF FRANCHISE AUTHORITY AND THE STATE OF FLORIDA DEPARTMENT OF STATE CERTIFICATE OF STATUS)

Crown Castle Fiber LLC

2. **NAME, TITLE, ADDRESS AND TELEPHONE NUMBER OF REGISTRANT'S PRIMARY CONTACT PERSON IN CASE OF EMERGENCY – 24 HOURS PER DAY; 7 DAYS PER WEEK**

NAME: John Hamblin
TITLE: Site Acquisition Specialist
ADDRESS: 8517 Southpark Circle , Suite 150, Orlando, Florida 32819.

CELL PHONE NUMBER: 901.212.1570
HOME PHONE NUMBER:
OFFICE NUMBER: 786.610.7072

3. **WHETHER THE REGISTRANT PROVIDES OR INTENDS TO PROVIDE COMMUNICATIONS SERVICES WITHIN THE TOWN.** IF REGISTRANT DOES NOT PROVIDE OR INTEND TO PROVIDE COMMUNICATIONS WITHIN THE TOWN, INDICATE THAT THE REGISTRANT IS A COMMUNICATIONS FACILITY PROVIDER, WIRELESS INFRASTRUCTURE PROVIDER, OR PASS-THROUGH PROVIDER, AS THE CASE MAY BE.

CROWN CASTLE FIBER LLC ("CROWN CASTLE FIBER") IS A CERTIFICATED TELECOMMUNICATIONS SERVICES PROVIDER IN THE STATE OF FLORIDA. WE CARRY VOICE AND DATA TRAFFIC (HANDED OFF TO US BY WIRELESS PROVIDERS) VIA OUR FIBER OPTIC LINES FROM ANTENNAS LOCATED ON UTILITY POLES TO A CENTRAL LOCATION, AND FROM THERE, EITHER BACK TO ANOTHER REMOTE LOCATION OR OUT TO THE PUBLIC SWITCHED TELEPHONE NETWORK OR INTERNET. CROWN CASTLE FIBER WILL BE PROVIDING A WHOLESALE TELECOMMUNICATIONS SERVICE TO ITS INITIAL WHOLESALE, ENTERPRISE, AND WIRELESS CARRIER CUSTOMERS ON OUR FIBER OPTIC NETWORK. CROWN CASTLE FIBER PROVIDES BACKHAUL COMMUNICATIONS SERVICES TO OTHER TELECOMMUNICATION SERVICE PROVIDERS WHO WILL BE PROVIDING RETAIL TELECOMMUNICATIONS SERVICES WITHIN THE LIMITS OF THE JURISDICTION. CROWN CASTLE FIBER IS AUTHORIZED TO PROVIDE LOCAL SWITCHED SERVICES, DARK FIBER, AND CAPACITY (WHOLESALE SERVICES) TO THIRD PARTY TELECOMMUNICATIONS AND INTERNET SERVICE PROVIDERS.).

TOWN OF PEMBROKE PARK

ACKNOWLEDGEMENT FORM
(ACKNOWLEDGING RECEIPT COMMUNICATIONS RIGHTS-OF-WAY ORDINANCE-

I, John Hamblin AS THE Site Acquisition Specialist OF REGISTRANT Crown Castle Fiber LLC HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND REVIEWED THE TOWN'S COMMUNICATIONS RIGHTS-OF-WAY ORDINANCE, CODIFIED AT CHAPTER 26, SECTION 26-123 THROUGH SECTION 26-133 OF THE TOWN CODE.

SIGNATURE OF REGISTRANT'S REPRESENTATIVE

4-02-2019
DATE SIGNED

5337366 v1

CROWN CASTLE

Crown Castle
1220 Augusta Drive
Suite 600
Houston, TX 77057

CROWN CASTLE FIBER LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Lynn Howell, do hereby certify that I am the Assistant Secretary of Crown Castle Fiber LLC, a New York limited liability company (the "Company"), and further certify that:

John Hamblin currently serves as the Government Relation Specialist of the Company and continues to hold such position as of the date below, and is authorized to submit and execute applications and other documents, on behalf of the company, with are related to his position.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10th day of January, 2019.

Lynn Howell, Assistant Secretary

STATE OF TEXAS
COUNTY OF HARRIS

This certificate was subscribed and sworn before me on the 10th day of January, 2019, by Lynn Howell, Assistant Secretary of Crown Castle Fiber LLC.

SANDRA E. RESENDEZ
Notary Public, State of Texas
Comm. Expires 02-16-2020
Notary ID 126188622

My Commission Expires: 2.16.2020

Notary Public

The pathway to possible.
CrownCastle.com

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	07/03/2019
Subject:	Status of Town Projects Report
Initiated by:	☐ City Commission ☐ City Attorney ☑ City Manager / Staff
Prepared by:	Name & Title: Todd Larson, Public Services Director
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Status Report
Fiscal Impact:	Information only
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	

TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE · PEMBROKE PARK, FLORIDA 33023 · BROWARD (954) 966-4600 · FAX (954) 966-5186

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
Vice Mayor

Geoffrey Jacobs
Clerk-Commissioner

Georgina Cohen
Commissioner

Reynold Dieuveille
Commissioner

Christopher J. Ryan
Town Attorney

Memo

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice - Mayor
Geoffrey Jacobs, Clerk-Commissioner
Georgina Cohen, Commissioner
Reynold Dieuveille, Commissioner
Natasha Joseph, Administrative Services Director

From: Todd Larson, Public Services Director

Date: June 28, 2019

Re: Status Report for Public Services Projects

Listed below are the major projects for the Town of Pembroke Park:

1. **John P. Lyons Lane Storm Water Improvements Phase II**

   Scope: The project is a Drainage improvement project for John P. Lyons Lane (SW 31st Ave.) from 2000 feet north of Hallandale Beach Boulevard north to Carolina Street. There is also a pump station to the existing drainage system.

   Status: The legislature approved the appropriation and The Governor Vetoed the project again in 2017. We have applied for funding with the FEMA HMGP grant program.

2. **Hallandale Beach Boulevard Improvements**

   Scope: The project is a public safety request from the Florida Department of Transportation. We have requested improvements to the traffic light at 48th avenue and guard rail between 48th avenue and 55th avenue on the North side of Hallandale Beach Boulevard.

   Status: We worked with the Florida DOT and the Metropolitan Planning Organization to apply for funding. We are also working with Representative Jones' office and our lobbyists to move forward on the 48th Avenue traffic light improvements. The Project is ranked Number 6 on the MPO List and the list was approved by the full MPO Board. The next step is for the MPO and Department of Transportation to complete a constructability review. This should happen over the next few months and is required prior to the funding of the programs next cycle.

3. Town Hall Security

Scope: The Broward Sherriff's Office performed a Security Survey on Town Hall and recommended improvements to the Town Hall, both inside and out to improve security.

Status: We have added additional security to the doors, including electric locks, intercom systems with camera's and door controllers to the entrances. We are working on toward an upgrade of the video camera system, waiting on final BSO approval of the expenditure.

4. Rural Development Drainage Improvements

Scope: The Town is preparing an application for a grant/loan package with Rural Development. The project is designed to make needed improvements to the Town's drainage system with the help of federal grants and low interest loans.

Status: Peter Kunen was completing the preliminary Engineering and Environmental Reports while the application process proceeds. The project has been sent to the State Clearing House for review and the Notice of Application has been advertised. Peter Kunen sent the reports to Rural Development and was working with Rural Development to complete the additional items requested to obtain funding. This is on hold since Peter left.

5. Pembroke Park Fire Study

Scope: The Town is preparing to do a study to determine the best future status of fire and emergency medical services. The Study will evaluate the cost and benefits of the current contract system with Broward County verses alternatives.

Status: The Town prepared an RFP and has advertised and obtained three proposals. The proposals were evaluated and discussed at the May meeting. Andre Parks reviewed the BSO fire and police service contracts. He has prepared a preliminary report.

6. Pembroke Park Preserve Lighting Improvements. CDBG and Broward County Grants.

Scope: Installation of Lighting at the Pembroke Park Preserve and upgrading of existing lighting to provide adequate lighting. ($250,000 Broward County Grant, $161,482 CDBG 41-43 year funds)

Status: The Town has the funds from the Broward County Grant. The 43rd Year CDBG funds and the transferred 41st and 42nd Year CDBG funding have been approved. The project was bid in accordance to federal, state, and local laws, codes and ordinances. Broward County has provided a letter of concurrence The Contract was awarded by the Town Commission and Purchase Orders issued. The Notice to Proceed and Permits have been issued. The Poles, bollards, and conduit have been installed and are now being wired. The project is scheduled to be completed by early July.

7. CDBG 44th Year Funding Cycle Tot Lot at Raymond P. Oglesby Preserve at Pembroke Park.

Scope: The Town applied for funding for the 44th year CDBG program. The Town received an award of $61,672 award for the Tot Lot.

Status: The Town has been awarded $61,672 funding for the tot lot at the Preserve. The project was advertised 6/2/19 and 6/9/19. APre-bid meeting was held on June 19, 2019. Bids will be opened July 3, 2019.

8. Recreation Hall Improvements.

Scope: The Town has budgeted to do improvements to the recreation hall located on the Howard P. Clark Sr. Walkway. These improvements include adding slabs to the East and West sides of the building and some repairs inside the building.

Status: The Town Commission has authorized the work to proceed and it is scheduled to be done in the spring. The toilet has been replaced. The additional slab on the West side should be completed in July.

9. Hardening of Town Hall and Emergency Generator.

Scope: The project consists of replacing the emergency generator at Town Hall with a larger generator and adding automatic transfer to power the entire building including air conditioning and elevators. Upgrading of the elevator to meet current standards and replacing the doors, garage doors and non-hurricane rated windows on the second floor.

Status: We applied for HMGP funding through Broward County and FEMA for this project. We have also requested funding through legislative appropriations. We are awaiting final funding status.

10. SW 25th Street Storm Water Project

Scope: Project includes drainage structures, storm water pump station, and piping to set up the backbone of the Park Road Drainage system for the south end of Park Road between Hallandale Beach Blvd. and SW 25th street.

Status: We applied for HMGP funding through Broward County and FEMA for this project. We have not been notified yet of funding status.

11. Pembroke Park Community Garden Improvements

Scope: Proposed Project includes Fencing the Exotic Orchard and adding a walkway and signage to provide recreational and educational use of the facility.

Status: We have applied for funding to create the walkway and add signage The fence around the orchard is under construction and should be completed by early July.

12. CDBG 45th Year Funding Cycle, ADA restrooms at Raymond P. Oglesby preserve at Pembroke Park.

Scope: Proposed Project includes construction of restroom facilities with two single stall restrooms and associated facilities to make them ADA compliant.

Status: Application has been filed with Broward County Community Development for the project.

13. Renovations to Administration section of first floor for relocation of the Building Department.

Scope: Design new floorplan layout and prepare drawings and complete renovations.

Status: The Town Commission approved a vendor, Rubin Juan Pujol Architect to design the project. The Town Commission approved a funding line item at the June 12, 2019 meeting in the amount of $25,000. The purchase order and check request to start the design is in progress.

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	07/03/2019
Subject:	Sign Variance Request Moil, 3180 Hallandale Beach Blvd.
Initiated by:	☐ City Commission ☐ City Attorney ☑ City Manager / Staff
Prepared by:	Name & Title: Todd Larson, Public Services Director
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Sign Variance Request Form, Drawings, and staff review.
Fiscal Impact:	none
Policy Question(s) for Commission Considerations:	Review request from Moil It and determine if request for sign variance is reasonable.
Summary:	Moil has requested a sign variance similar to the one granted for their other station.
Background:	The have requested larger signs on their canopies and a lighted orange stripe. They have also requested changes to their monument sign.
Discussion/Analysis:	The changes to the canopy signs on the West and North and the stripe on the east side are consistent with the variance granted for the other station. The addition of the sign on the third side and the proposed major change to the pole sign are strickly
Options:	Approve the variance, deny, or adjust.
Advantages:	Promotes a good relationship with town businesses.
Disadvantages:	
Possible action:	Approve the variance excluding Pole sign change and third face on east side of canopy
Advantages:	Keeps signage consistent with prior approval.
Disadvantages:	
Staff Recommendations:	Approve variance for West and North faces and lighted stripe.
Additional Action Needed:	

TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE · PEMBROKE PARK, FLORIDA 33023 · BROWARD (954) 966-4600 · FAX (954) 966-5186

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
Vice Mayor

Geoffrey Jacobs
Clerk-Commissioner

Georgina Cohen
Commissioner

Reynold Dieuveille
Commissioner

Christopher J. Ryan
Town Attorney

Memo

To: Ashira Mohammed, Mayor
Howard Clark Jr., Vice Mayor
Geoffrey Jacobs, Clerk-Commissioner
Georgina Cohen, Commissioner
Reynold Dieuveille, Commissioner
Natasha Joseph, Administrative Services Director

From: Todd Larson, Public Services Director

Date: June 28, 2019

Re: Variance Request for 3180 WHBB LLC, Moil Station

3180 Pembroke LLC (MOIL Station) has requested a sign variance for the rebranding of the service station from Westar to Moil.

3181 WHBB LLC has requested signage as follows:

1. On the North side of the fuel canopy the name MOIL in 21 3/4 inch tall letters as shown in the diagram with a lighted orange 6 inch high stripe on the North and East sides. The code allows for a maximum letter height of 20 inches and does not allow for a lighted stripe, nor letters within 12 inched of the edge of the canopy. They have requested a variance to allow 21 3/4 inch tall letters, reduction to 6 inches the spacing from edge of canopy and lighting of the stripe.
2. On the West side of the fuel canopy the name MOIL in 21 3/4 inch tall letters as shown in the diagram with a lighted orange 6 inch high stripe on the west side. The code allows for a maximum letter height of 20 inches and does not allow for a lighted stripe, nor letters within 12 inched of the edge of the canopy. They have requested a variance to allow 21 3/4 inch tall letters, reduction to 6 inches the spacing from edge of canopy and lighting of the stripe.
3. On the East side of the fuel canopy the name MOIL in 21 3/4 inch tall letters as shown in the diagram with a lighted orange 6 inch high stripe on the east side. The code does not allow for a sign here if 1) Faces residential, 2) has a pole or monument sign, 3, does not face street. The sign would be directly behind the existing pole sign and not readily visible.
4. There is an existing pole sign located on the North East corner of the property. They have requested to change the entire configuration of the sign and leave it as a 5 foot taller pole sign. The code would not allow for this because pole signs must be removed if more than 50 % of the original cost of the sign is needed for repairs or rebuilding, and an increase in nonconformity is not allowed. Only a change of copy can be allowed or the sign would need to be changed to a monument sign.

The sign request is similar to those approved for the other Moil sign and other stations within the town. I am recommending approval of the changes to the North and West sides of the canopy and the addition of the orange stripe on the east side. I am recommending against the east side addition of the Moil name because it a) is not visible behind the pole sign, b) is prohibited by the code if you have a pole sign, and c) is prohibited because it faces residential. I am also recommending that no changes to the pole sign configuration be allowed and no sign variance would be needed for a simple change of copy.

SIGN VAR

TOWN OF PEMBROKE PARK

APPLICATION FOR SIGN VARIANCE

Date: June 19th, 2019
Case No. TBD
Receipt No: 19-195

Filing Fees: An initial review and processing fee of $700.00 is required. Of that amount, $200.00 shall be non-refundable. The balance ($500.00) is a deposit for non-administrative costs per Section 21-71 of the Town Code.

Petitioner/Applicant: Michael H. Merino, Esquire of Michael H. Merino, P.A.

Address: 6741 Orange Drive **City:** Davie

Phone: 954.321.7701 **Fax:** 954.791.3024 **Email:** mmerino@merinolegal.com

Petitioner's Relation to Subject Property: Attorney for Owner of Property

If Petitioner is not the Owner, Name of Owner: 3180 Pembroke LLC

Address of Owner: 3180 W. Hallandale Beach Blvd **City:** Pembroke Park, FL 33009

Signature of Petitioner: _____

Michael H. Merino

CONSENT OF OWNER:
I hereby consent to the erection of a sign (described below) on my property at the location indicated below:

Owner's Signature: _____ **Date:** 6/18/19
Phone: 786.405.6659 **Fax:** None **Email:** Simone@5m.us.com
Address of Property where sign is to be placed: 3180 W. Hallandale Beach Blvd, Pembroke Park, FL 33009
Legal Description of Property:

See EXHIBIT A

Variance Requested: (a) Petitioner hereby requests that the clearance required pursuant to Code of Ordinance 21-20 be reduced to 6 inches at the top of the sign and 6 inches at the bottom of the sign. See Attached (b) Petitioner further requests a variance of Code of Ordinance 21-17 related to illumination which ordinance appears to restrict designs or figures that are illuminated. Petitioner requests that the Town allow for an illuminated stripe on the canopy over the gasoline pumps as set forth in attached sign plans.

Details of Unnecessary Hardship or Circumstances: With regard to the request for a variance on the size of the sign as required pursuant to Code of Ordinance 21-20, the Petitioner would submit to the Town that the variance to increase the size of the letters will not endanger the health, safety or welfare of the residents of the Town and therefore should be granted. Similarly, request for an illuminated stripe on the canopy covering the gasoline pumps will not endanger the health, safety or welfare of the residents and therefore, the variance should be granted.

Attach:
(1) Sketch or survey showing exact location of sign including distance from lot lines and right-of-way
(2) 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 subject lands described above in the Application for 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: _____ Michael H. Merino

Sworn and Subscribed before me this 18 day of June 2019 by Michael H. Merino, Esquire who has produced a Florida Drivers License as identification.

Signature of Notary Public: _____

Type of Print name of Notary: Sara DiSalvo

SARA DISALVO
MY COMMISSION # GG 044195
EXPIRES: November 1, 2020
Bonded Thru Notary Public Underwriters

FOR STAFF USE ONLY:

Town Commission: **Date:**_____ ( ) **Approved** ( ) **Denied** ( ) **Approved with Conditions**

Last Revised 10/09/2003

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

MICHAEL H. MERINO, P.A.
6741 ORANGE DRIVE
DAVIE, FL 33314

BANKUNITED
7703 W. FLAGLER ST.
MIAMI, FL 33314
63-9059/2670

5192

6/19/2019

PAY TO THE ORDER OF Town of Pembroke Park $ **700.00

Seven Hundred and 00/100********** DOLLARS

Town of Pembroke Park

MEMO

AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

⑈005192⑈ ⑆267090594⑆ 9852543107⑈

MICHAEL H. MERINO, P.A.

Town of Pembroke Park	6/19/2019	5192
		700.00

BANK UNITED MHM-	700.00

The Law Offices of
MICHAEL H. MERINO, P.A.
Attorneys and Counselors at Law

6741 Orange Drive, Davie, Florida 33314
Tel: (954) 321-7701 • Fax: (954) 791-3024 • Toll Free: (800) 881-2534

www.merinolegal.com

June 19th, 2019

Ms. Myriam Jacques
Town of Pembroke Park
3150 SW 52nd Ave.
Hollywood, Florida 33023

VIA HAND-DELIVERED

RE: *Application for sign variance for at 3180 W. Hallandale Beach Blvd, Town of Pembroke Park ("Property")*

Dear Ms. Jacques:

Please be advised that the undersigned represents the owner of the property located at 3180 W. Hallandale Beach Blvd. in Pembroke Park, 3180 Pembroke LLC.

Enclosed please find the following documents:

1. Two (2) Original Application for Sign Variance for the Property
2. Two (2) original survey maps of Property
3. Three (3) sets of sign plans
4. A check in the amount of $700.00 made payable to the Town of Pembroke Park.

I would appreciate you placing this matter on the agenda for the next Town of Pembroke Park City Commission Meeting. Please note that I recently submitted an identical Application for Sign Variance for another property my client owns located at 3151 W. Hallandale Beach Blvd. It is my understanding that that variance application for 3151 W. Hallandale Beach Blvd. has in fact already been approved. In the application for the 3180 property we are requesting the same signage and the same lighted stripe on the gasoline pump canopy.

If you have any questions or concerns or require any additional information, please do not hesitate to contact me.

Very truly yours,

MICHAEL H. MERINO, ESQ.
MHM/sg
enclosure

LEGAL DESCRIPTION AND CERTIFICATION

THE NORTH 115 FEET OF TRACT S, IN BLOCK 37, OF A RE-SUBDIVISION OF A PORTION OF LAKE FOREST SECTION FOUR, ACCORDING TO PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID TRACT S; THENCE SOUTH 00°26'12" EAST, ALONG SAID EAST LINE, FOR 115.00 FEET; THENCE SOUTH 89°28'25" WEST, PARALLEL WITH THE NORTH LINE OF SAID TRACT S, FOR 100.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 32ND AVENUE, THENCE NORTH 00°26'12" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, FOR 90.04 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 89°54'37", FOR AN ARC DISTANCE OF 39.23 FEET TO A POINT OF TANGENCY WITH THE SOUTH RIGHT-OF-WAY LINE OF HALLANDALE BEACH BOULEVARD; THENCE NORTH 89°28'25" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR 75.04 FEET TO THE POINT OF BEGINNING.

Community Number: 120052 Panel: 0731 Suffix: H Flood Zone: X Field Work: 5/10/2019

Certified To:
SIMONE MARSIGLIA; PRIORITY TITLE, INC.; ;

Property Address:
3180 W. HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FL 33023

Survey Number: 368040

Client File Number: 219-031

Town of Pembroke Park
Building Department
JUN 21 2019
Received

ABBREVIATION DESCRIPTION:

A.E.	ANCHOR EASEMENT
A/C	AIR CONDITIONER
B.M.	BENCH MARK
B.R.	BEARING REFERENCE
(C)	CALCULATED
Δ	CENTRAL / DELTA ANGLE
CH	CHORD
(D)	DEED / DESCRIPTION
D.E.	DRAINAGE EASEMENT
D.H.	DRILL HOLE
D/W	DRIVEWAY
E.O.W.	EDGE OF WATER
F.C.M.	FOUND CONCRETE MONUMENT
F.F. EL.	FINISH FLOOR ELEVATION
F.I.P.	FOUND IRON PIPE
F.I.R.	FOUND IRON ROD
F.P.K.	FOUND PARKER-KALON NAIL
(L)	LENGTH
L.A.E.	LIMITED ACCESS EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
(M)	MEASURED / FIELD VERIFIED
M.H.	MANHOLE
N&D	NAIL & DISK
N.R.	NOT RADIAL
N.T.S.	NOT TO SCALE
O.H.L.	OVERHEAD UTILITY LINES
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.C.	POINT OF REVERSE CURVE
P.T.	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
(R)	RADIAL / RADIUS
S.I.R.	SET IRON ROD
T.O.B.	TOP OF BANK
U.E.	UTILITY EASEMENT

SYMBOL DESCRIPTIONS:

- = CATCH BASIN
- = CENTERLINE ROAD
- = COVERED AREA
- + X.XX = EXISTING ELEVATION
- = HYDRANT
- = MANHOLE
- = METAL FENCE
- = MISC. FENCE
- = PROPERTY CORNER
- U.B. = UTILITY BOX
- U.P. = UTILITY POLE
- WM = WATER METER
- = WELL
- = WOOD FENCE

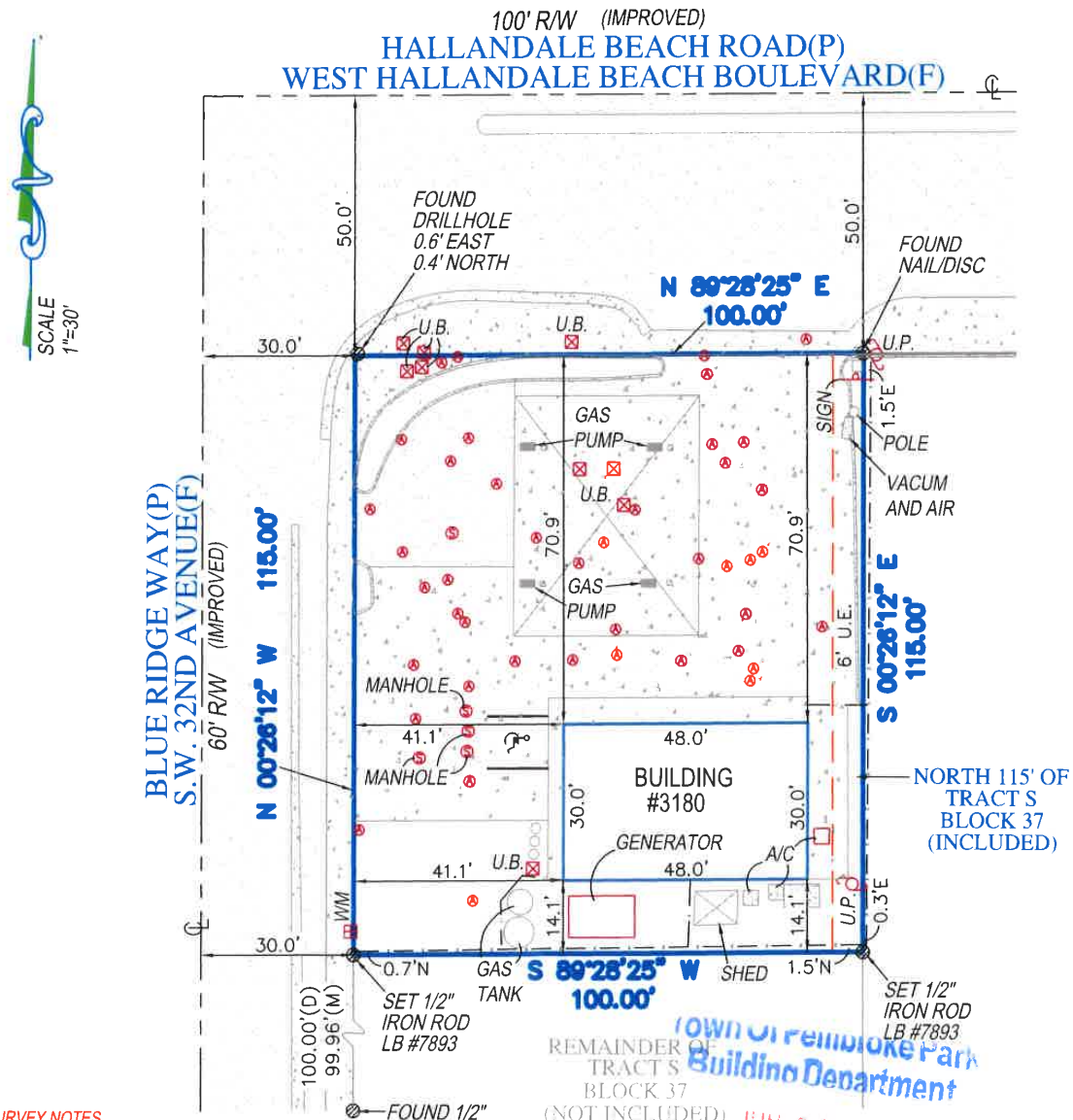
PAGE 1 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 2)

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.G.V.D. 1929
9) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

BOUNDARY SURVEY



Town of Pembroke Park
Building Department
JUN 21 2019
Received

SURVEY NOTES
CONCRETE CROSSES THE PROPERTY LINES ON THE NORTHERLY AND WESTERLY SIDES OF THE LOT.

THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY.

Ⓐ MONITORING WELL

KENNETH J OSBORNE CERTIFICATE No. 6415 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)
KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

PAGE 2 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 1)

TARGET SURVEYING, LLC
LB #7893
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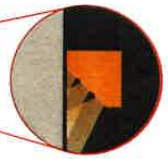
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://largetsurveying.net

MOIL / CANOPY

PROPOSED

NORTH ELEVATION



EXISTING

ORANGE
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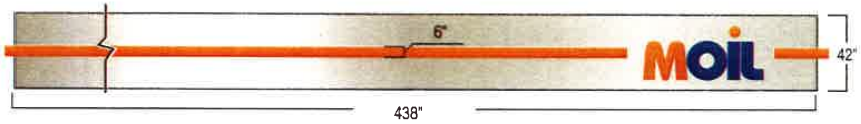
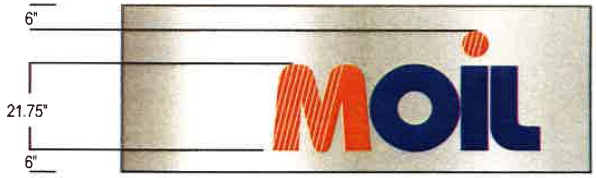




Town of Pembroke Park
Building Department
JUN 21 2019
Received

MACHIN SIGNS
UL CERTIFIED

PH (305) 694-0464
FAX: (305) 694-0465
License No. 11E000021

Address: 2450 N.W. 77th Terrace
Miami, FL 33147
info@machinsigns.com
www.machinsigns.com

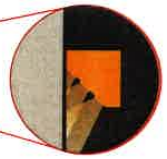
CUSTOMER

MOIL STATION
3180 W HALLANDALE BEACH BLVD

MOIL / CANOPY

PROPOSED

EAST ELEVATION



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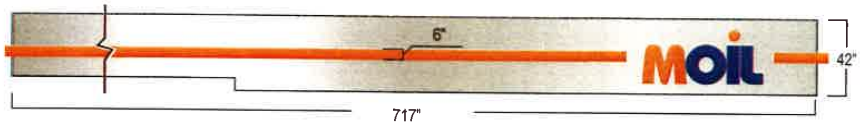

Town of Pembroke Park
Building Department
JUN 21 2019
Received

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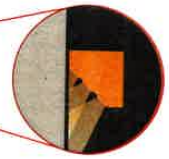
CUSTOMER

MOIL STATION
3180 W HALLANDALE BEACH BLVD

MOIL / CANOPY

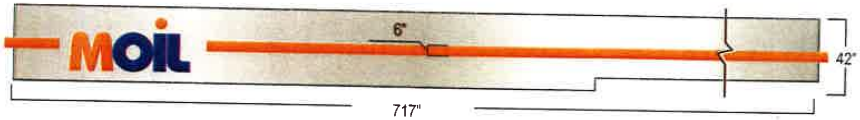
PROPOSED

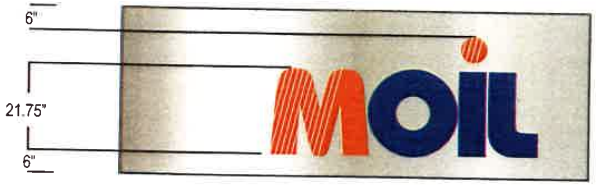
WEST ELEVATION



EXISTING

ORANGE
BLUE
LIGHT GREY





Town of Pembroke Park
Building Department
JUN 21 2019
Received

MACHIN SIGNS
UL CERTIFIED

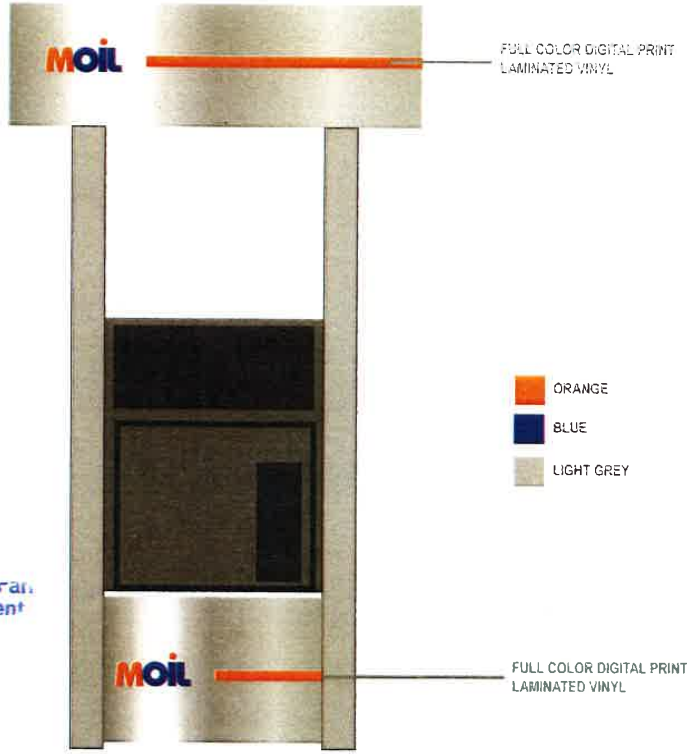
PH (305) 694-0464
FAX: (305) 694-0465
License No. 11E000021

Address: 2450 N.W. 77th Terrace
Miami, FL 33147
info@machinsigns.com
www.machinsigns.com

CUSTOMER

MOIL STATION
3180 W HALLANDALE BEACH BLVD

MOIL / PUMPS



Town of Pembroke Pines
Building Department
JUN 21 2019
Received

MACHIN SIGNS
UL CERTIFIED

PH (305) 694-0464
FAX: (305) 694-0465
License No. 11E000021

Address: 2450 N.W. 77th Terrace
Miami, FL 33147
info@machinsigns.com
www.machinsigns.com

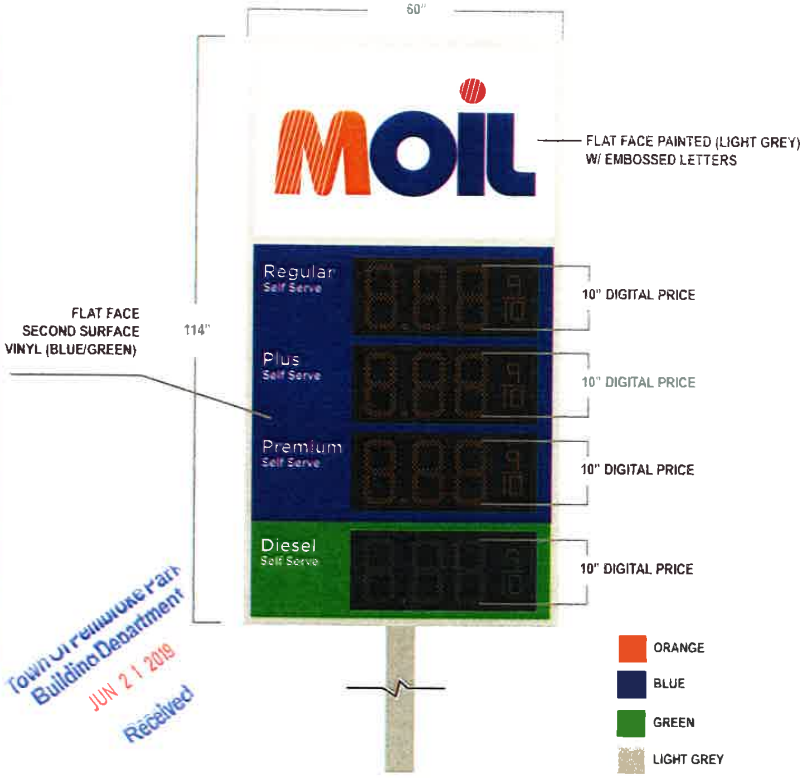
CUSTOMER

MOIL STATION
3180 W HALLANDALE BEACH BLVD

MOIL / PRICE SIGN

EXISTING

PROPOSED



Town of Fairview Park
Building Department
JUN 21 2019
Received

MACHIN SIGNS
UL CERTIFIED

PH (305) 694-0464
FAX: (305) 694-0465
License No. 11E000021

Address: 2450 N.W. 77th Terrace
Miami, FL 33147
info@machinsigns.com
www.machinsigns.com

CUSTOMER

MOIL STATION
3180 W HALLANDALE BEACH BLVD

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	07/03/2019
Subject:	44th Year CDBG Preserve Tot Lot Playground Award Recommendation
Initiated by:	☐ Town Commission ☐ Town Attorney ☑ Town Manager / Staff
Prepared by:	Name & Title: Myriam Jacques, Assistant Director of Public Services
Reviewed by:	Name & Title: Todd Larson, Director of Public Services
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Contractors' Bids; Cost and Value Analysis for Safety Surfacing
Fiscal Impact:	Budgeted at $61,672 of CDBG grant; and $5,000 Town funds
Policy Question(s) for Commission Considerations:	
Summary:	This is an Agreement between Broward County and Town of Pembroke Park for funding and administration of 44th year Community Development Block Grant Programs for the Preserve Tot Lot.
	The tot lot will include playground equipment, shade structure, option for interlock Technology or poured-in-placed rubber safety surfacing, fencing, and a walkway access. The shade structure was
	advertised as a separate bid with the option to install it provided its costs remains within Town's budget. Town's bid selection will be based on price and material best quality, durability, ease of maintenance, and warranty
	Town will receive bids on July 3, then will review and analyze bids to recommend a Bidder for award selection for Commission approval at the meeting
Advantages:	Cost shared with CDBG funds for the construction of the project; increase access to recreational activities to families
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	Town Commission approval of Award recommendation
Additional Action Needed:	Need resolution

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	07/03/2019
Subject:	Short List of Proposers for RFP 19-02, Disaster Debris Removal & Disposal Services
Initiated by:	☐ Town Commission ☐ Town Attorney ☑ Town Manager / Staff
Prepared by:	Name & Title: Myriam Jacques, Assistant Director of Public Services
Reviewed by:	Name & Title: Todd Larson, Director of Public Services
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Contractors' Proposals, Cost Analysis, Evaluation (Points, and Rank of Proposers)
Fiscal Impact:	See attached cost analysis
Policy Question(s) for Commission Considerations:	
Summary:	Town received sealed proposals on May 23, 2019 from 6 firms in response to the Town's RFP. Town has conducted a preliminary evaluation of the proposals, ranked the firms, and generated a short list of 4
	proposers to be later interviewed prior to selecting a primary and secondary service contractor. Final selection will be done at a later date after the interview and personnel verification to do the work.
Discussion/Analysis: Options:	Town needs a contract in place for emergency cleanup after storms and/or flood events. Recommend to have contract in place prior to the hurricane season
Advantages:	Pre-negotiated contract and prices; contractor on standby; quicker response
Disadvantages:	Cost of contract bidding process even if there are no emergencies
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	Town Commission approval of Proposers Short List in order to have contract in place prior to the hurricane season
Additional Action Needed:	Need resolution

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	TC Workshop Meeting 7/03/19 & TC Regular Meeting 7/10/19 - or as otherwise scheduled.
Subject:	Site Development Plan Modification - Coca-Cola Industrial Complex
Initiated by:	☐ City Council ☐ City Attorney ☑ City Manager/Staff
Prepared by:	Name & Title: Michael J. Miller, AICP - Consultant Town Planner
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature: 6/26/19
Attachments:	(1) MMPA Town Commission Staff Report dated June 24, 2019; (2) Application Package and Backup Materials; (3) Site Development Plan Drawings dated June 7, 2019
Fiscal Impact:	The cost of reviewing & processing the Site Development Plan application is covered entirely by the applicant's cost recovery deposit account. As no building construction is included (some demolition) - mostly parking lot improvements / drainage / screen walls - little fiscal tax change is expected. Some BP fees.
Policy Question(s) for Council Considerations:	Should the Town Commission approve the Site Development Plan modification application and requested buffer wall "variations" as requested by the applicant.
Summary:	A Site Development Plan modification application has been filed to allow for (1) the alteration of existing parking lots, (2) construction of a new parking fleet parking lot, (3) construction of new perimeter buffer fences / walls, and related variations. Should the Town approve the application.
Background:	Recently the new Coca-Cola Management Group has been upgrading mostly the interior of the existing facility. In March 2019 the Town received a Site Development Plan application for exterior modifications to the existing Coca-Cola industrial complex. The Town's DRC reviewed / signed-off on the application on 6/11/19 as the redesign met the minimum Code requirements. The Town's PZB reviewed the application on 6/20/19 and recommended approval subject to the MMPA conditions.
Discussion/Analysis:	See the above / MMPA Staff Report.
Options:	Approve As Requested / Approve with Changes / Deny
Advantages:	The Site Development Plan approval would allow Coca-Cola to implement several exterior site modifications at the site including parking lot upgrades and perimeter buffering to enhance their operations and improve buffering of an adjoining RV Park residential site. The requested "variations" in the buffer wall location / height / design will likely improve the noise / visual impacts.
Disadvantages:	None Known. If not approved the existing situation will remain.
Possible action:	Approve As Requested / Approve with Changes / Deny
Advantages:	See above.
Disadvantages:	See above.
Staff Recommendations:	The DRC recommended the PZB / TC approve the application subject to conditions. The PZB recommends the TC approve the request subject to the listed conditions.
Additional Action Needed:	If approved by the TC no additional action would be necessary. If the TC requires any site modifications further site plan revisions / staff / PZB review may be neccessary.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE APPLICATION FOR SITE DEVELOPMENT PLAN APPROVAL FOR COCA-COLA BEVERAGES FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR REAL PROPERTY LOCATED IN PARCEL A, COCA-COLA PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 162, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CERTAIN DEVELOPMENT CONDITIONS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coca-Cola Beverages Florida, LLC, a Florida limited liability company ("Applicant"), has submitted an Application for Site Development Plan Approval dated February 22, 2019, as amended, for exterior modifications to the previously approved Site Development Plan to provide for alteration of the existing employee and guest parking facilities on the east side of the site, construction of new fleet parking facilities along Pembroke Road, removal of the existing vehicle wash building and raised concrete curbing, alteration of on-site drainage facilities, and removal of existing chain-link fencing on the southern perimeter and eastern side and addition of new perimeter screening walls and other miscellaneous improvements for certain real property located in Parcel A, Coca-Cola Plat, located in Pembroke Park, Florida, and more fully described in Section 1 hereof ("Subject Property"); and

WHEREAS, the Town Development Review Committee has reviewed the Application for Site Development Plan Approval for Applicant at a meeting held on June 11, 2019, and has recommended its approval of the modifications with certain development conditions for the Subject Property; and

WHEREAS, the Pembroke Park Planning and Zoning Board reviewed the Application for Site Development Plan Approval at their meeting held on June 20, 2019, where all interested

parties were provided an opportunity to comment on the Application for Site Development Plan Approval; and

WHEREAS, the Pembroke Park Planning and Zoning Board recommended approval of the Application for Site Development Plan Approval for the Applicant with the development conditions set forth in the Town of Pembroke Park Community Development Memorandum prepared by Michael Miller Planning Associates, Inc. dated June 14, 2019; and

WHEREAS, the Town Commission conducted a public hearing on July 10, 2019, where it reviewed the recommendations of the Pembroke Park Planning and Zoning Board and the comments of Consultant Planner Michael Miller, representatives of the Applicant, and all interested parties; and

WHEREAS, after review of the evidence presented at the July 10, 2019, Town Commission Meeting, the Town Commission has determined that the Application for Site Development Plan Approval for Applicant meets the requirements of Section 20, Pembroke Park Code of Ordinances, relating to site development plan approval.

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

Section 1: That the Application for Site Development Plan Approval for Coca-Cola Beverages Florida, LLC, a Florida limited liability company, dated February 22, 2019, as amended, for modifications to the Site Development Plan as stated in the initial "WHEREAS" clause of this Resolution and in said Site Development Plan Applicantion, and reviewed by the Pembroke Park Planning and Zoning Board on June 20, 2019, for the following described real property located in Pembroke Park, Florida, to wit:

PARCEL A, COCA-COLA PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 162, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

is hereby approved subject to the development conditions set forth in Section 2 hereof.

Section 2: That the approval of the Site Development Plan for Coca-Cola Beverages Florida, LLC, for the Subject Property is contingent upon compliance with the development conditions set forth in the Town of Pembroke Park Community Development Memorandum dated June 24, 2019, prepared by Michael Miller Planning Associates, Inc. and hereto as Exhibit A, and by reference made a part hereof.

Section 3: That all the development conditions contained in Exhibit A for the Site Development Plan for Coca-Cola Beverages Florida, LLC must be complied with prior to the issuance of final building department approval of the modifications to the Site Plan as set forth in the application for the Subject Property.

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 ___ day of July, 2019.

_____
ASHIRA A. MOHAMMED
Mayor-Commissioner

ATTEST:

_____
NATASHA JOSEPH
Deputy Town Clerk

L:\Michael\Partners\Chris\Town\Resolutions\Resolution No. DRAFT.FN24468E.docx

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	TC Workshop Meeting 7/03/19 & TC Regular Meeting 7/10/19 - or as otherwise scheduled.
Subject:	Site Development Plan - 4250 W. Hallandale Beach Blvd. Commercial Complex
Initiated by:	☐ City Council ☐ City Attorney ☑ City Manager/Staff
Prepared by:	Name & Title: Michael J. Miller, AICP - Consultant Town Planner
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	(1) MMPA Town Commission Staff Report dated June 24, 2019; (2) Application Package and Backup Materials; (3) Site Development Plan Drawings dated May 17, 2019
Fiscal Impact:	The cost of reviewing & processing the Site Development Plan application is covered entirely by the applicant's cost recovery deposit account. In 2019 as vacant land the Town receives about $1,784 in real estate taxes from this site. Upon development the Town should receive $50,000+ in real estate taxes.
Policy Question(s) for Council Considerations:	Should the Town Commission approve / deny the Site Development Plan application as designed by the applicant.
Summary:	A Site Development Plan application has been filed to allow for the construction of a new 9,400 sq. ft. commercial complex. Should the Town approve the new application.
Background:	In December 2018 the Town received a new Site Development Plan application for a 9,400+/- sq. ft. commercial complex. The Town's DRC reviewed / signed-off on the application on 6/11/19 as the design met the minimum Code requirements. The Town's PZB reviewed the application on 6/20/19 and recommended approval subject to the MMPA conditions.
Discussion/Analysis:	See the above / MMPA Staff Report.
Options:	Approve As Requested / Approve with Changes / Deny
Advantages:	The Site Development Plan would allow for the construction of a new 9,400 sq. ft. shopping center. The land is currently vacant so little tax revenue is generated. The new development would add substantial new real estate value which leads to increased tax revenue to operate the Town, as well as building permit / other revenue.
Disadvantages:	None Known.
Possible action:	Approve As Requested / Approve with Changes / Deny
Advantages:	See above.
Disadvantages:	See above.
Staff Recommendations:	The DRC recommended the PZB / TC approve the application subject to conditions. The PZB recommends the TC approve the request subject to the listed conditions.
Additional Action Needed:	If approved by the TC no additional action would be necessary. If the TC requires any site modifications further site plan revisions / staff / PZB review may be neccessary.

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

TOWN OF PEMBROKE PARK COMMUNITY DEVELOPMENT MEMORANDUM

To: Mayor and Town Commissioners
Town of Pembroke Park

From: Michael J. Miller, AICP
Consultant Town Planner

Date: June 24th, 2019

Subject: Site Development Plan Application
Proposed Commercial Center
4250 West Hallandale Beach Boulevard
Pembroke Park Acct. No.: 18-300
MMPA Acct. No.: 00-1101-1111

RECOMMENDED ACTION

MMPA recommends the Town Commission consider the contents of this staff report, the Planning and Zoning Board's recommendation, and the most recent revised plans dated May 17th, 2019, and if found acceptable, **APPROVE** the proposed Site Development Plan application, subject to the recommended conditions listed herein, or other conditions deemed appropriate by the Commission.

GENERAL PROJECT INFORMATION

Land Use Designation: C - Commercial

Zoning District: B -1 Business District

General Location: 4200-4300 Blocks of West Hallandale Beach Boulevard

Legal Description: The West Ten Feet of Lot 9; the West Ten Feet of Lot 9A; Lots 10, 10A, 11, 11A, 12 and 12A; the East Fifty-Five Feet of Lot 13; and the East Fifty-Five Feet of Lot 13A, all in Block 50, of the "Re-subdivision of Lake Forest Section Four", according to the plat recorded in Plat Book 43, Page 45, of the public records of Broward County, Florida.

7522 Wiles Road Suite B-203 Coral Springs, Florida 33067 Telephone: 954-757-9909

PROJECT REVIEW HISTORY

The project architect, SKLAR Architecture, as agent for Excellente, LLC, the current owner of the above site, has submitted a Site Development Plan application to allow for the construction of a proposed 9,400+/- square foot / single-story commercial complex located on vacant land on the south side of West Hallandale Beach Boulevard (HBB) and north of SW 30th Street, between already developed sites (4200 HBB Tropical Fish & Aquarium Supply Store / 4350 HBB Executive Office Bldg.). The site has been vacant for some time and has been recently used for a temporary construction staging yard for the FDOT HBB road construction work.

The subject site was platted as a portion of the Lake Forest Section Four subdivision and comprises about 33,250 gross sq. ft. / .832 acres of total land area. Because the site will need to dedicate additional road right-of-way for Hallandale Beach Boulevard (2,900+/- sq. ft.) the remaining buildable site area will 30,350 sq. ft. net. A Unity of Title will be required to tie the 5 whole / partial lots together. FDOT controls the number and location of all driveway connections to Hallandale Beach Boulevard that serve this site (see FDOT pre-app approval letter submitted).

The original application was submitted on 12/18/18. MMPA issued a letter to the applicant finding the initial submittal "incomplete", as some of the required documents were missing, the documents were incomplete or the plans had inaccuracies. On 1/30/19 a revised site plan and additional documents were provided to the Town. On 2/06/19 MMPA issued a 2nd completeness letter to the applicant advising them the application package was "generally complete" and the formal Town review would commence. On 2/28/19 the Town's DRC met / discussed the application but deferred action to allow the applicant's design team to correct the plans. The applicant coordinated with the DRC staff members to address their individual comments and submitted revised plans on 5/17/19. On 6/06/19 BSO signed-off on the latest site plan revisions and the DRC meeting took place of June 11th where the project was approved unanimously. On 6/20/19 the Planning and Zoning Board met to.consider the application and unanimously voted to recommend approval of the application subject to the conditions listed in the MMPA staff report.

PROJECT DESCRIPTION

The development plan anticipates the construction of a new 1-story commercial complex with surface parking along the Hallandale Beach Boulevard (HBB) frontage. The subject site is located between two existing developed sites (1-story Aquarium Store @ 4200 HBB / 4-story office building at 4350 HBB). The proposed building is a typical linear retail center with 7 tenant spaces shown containing 9,376 gross sq. ft. The gross building area is measured at the outside walls of the building while the net building area is measured at the inside of the exterior walls - less any fixed bathrooms (used for parking calculations) which is 8,284 sq. ft. The plans depict two (2) driveway openings to eastbound HBB that are both one-way / right-in-only or right-out-only (at each side of the site). Only eastbound traffic will be able to enter the site directly, as there is a raised landscaped median and concrete separator on HBB adjacent the entire length of the site. A future internal driveway connection to the property to the west is anticipated as FDOT is requiring a cross access easement be provided. Based on 8,284 sq. ft. of net floor area and seven (7) tenant spaces at least 35 parking spaces are required, and 38 parking spaces are provided. With this square footage and amount of parking spaces, restaurants or similar places dispensing food, drink or refreshments will be restricted to take-out only or very limited seating areas due to the higher parking criteria (1:50 sq. ft. of customer service area plus 1:4 employees).

COMPREHENSIVE PLAN / ZONING ANALYSIS

Comprehensive Plan

The Town's adopted Comprehensive Plan Future Land Use Map (FLUM) identifies the site for "C" Commercial development. The property is intended for commercial office uses. The proposed land use is deemed consistent with the Comprehensive Plan / FLUM.

Land Development Regulations / Zoning Code

The site is zoned B-1 Business. Section 28-187(10) specifically lists retail stores as permitted uses as well as numerous other uses – some that require special exceptions – or limitations. The revised Site Development Plan appears to now meet the Town's Code criteria.

PLATTING

The site will not require re-platting, as the site is currently platted as described above. A Unity of Title will be required prior to issuance of permits to tie together the multiple lots within the site.

RIGHT-OF-WAY AND ACCESS DESCRIPTION

Hallandale Beach Boulevard (HBB) is shown as a 120-foot wide major arterial roadway on the Broward County / Town Trafficways Plans to accommodate a possible 6-lane roadway. However, the original Lake Forest plat established only a 100-foot right-of-way. Therefore, an additional 10 feet of property is required to be dedicated for HBB (60-foot half section) which will be landscaped until the road is widened. There is an existing 29-foot long bus stop on the western half of the site, and Broward County Transit (BCT) has required / approved this to be extended to 40' with the installation of an additional 8' wide by 11' long concrete pad.

As mentioned above, the plans depict two (2) one-way driveway openings; right-in-only on the east side of the site and right-out-only the west side. Only eastbound traffic will be able to enter the site as there is a raised landscaped median and concrete separator on HBB adjacent the entire length of the site. Westbound traffic seeking to access the site will need to make a U-turn at a median opening or roadway intersection. A future connection to the property to the west is anticipated as FDOT is requiring a cross access easement be provided.

CONCURRENCY ISSUES

Potable Water / Wastewater - Based on the development level indicated, according to Town's LDR criteria, would generate a need for about 945.1 gallons per day for potable water and wastewater. The Town has large user agreements for both Potable Water (Broward County) and Sanitary Sewer (Hollywood). Based on the probable demand, the operating and plant capacities of the potable water and wastewater are sufficient and can serve the development without expansion. The County has indicated that there is available infrastructure adjacent to the project site to serve the project, including an existing 6" sanitary sewer lateral connection for the site.

Transportation System - This property is anticipated to generate approximately 406 new trips per day (36 PMPH trips). Hallandale Beach Boulevard is currently a four (4) lane divided facility with turn lanes. The Town / FDOT has adopted a level of service (LOS) for this road of "D". The Town was previously within the County's Transportation Concurrency Exception Area (TCEA) but the County has now abandoned that concurrency method and adopted a Transit Oriented Concurrency (TOC) system that is focused more on mass transit than vehicles. All development is allowed to proceed with the payment of impact fees. Hallandale Beach Boulevard in this area carries about 31,000 trips per day / 2,790 trips in the PM Peak Hour. The design capacity of the roadway as a 4LD roadway @ LOS D is 32,700 trips per day / 3,110 trips in the PM Peak Hour. Therefore, the current V/C (volume to capacity) ratio is .95 or LOS E. The Town may approve the development despite the LOS problem. There are long-range plans to widen Hallandale Beach Boulevard to a 6LD roadway, but the exact timetable is unknown. Finally, there are existing mass transit bus routes along Hallandale Beach Boulevard with a bus stop adjoining site.

Stormwater System – The applicant has submitted plans and calculations showing that they will comply with the Town's LOS criteria (25-year storm event @ 24-hour duration), using an exfiltration trench system.

Solid Waste - The Town Code requires that this site plan be reviewed at a level of service standard of 4 pound of solid waste per 100 square feet of space. Based on the Concurrency Impact Analysis Report, this development would generate about 378 pounds of solid waste per day. The solid waste service provider is All Service. At this time sufficient capacity exists.

BUILDING AND ARCHITECTURAL DESIGN COMMENTS

Section 5-103(p) of the Town Code requires all non-residential buildings to avoid the appearance of a "box-like" structure. Sloped roof surfaces are strongly encouraged. While the proposed structure does not include sloped roof surfaces there are multiple building parapet levels and a large glass wall, wall lights and decorative illuminated signs. The Town's architectural design objective is to encourage buildings to have upgraded appearances and to avoid box-like / plain appearances.

STAFF RECOMMENDATION

MMPA recommends **APPROVAL** of the proposed Site Development Plan prepared by SKLAR Architects (Site Plan / Architecture), Kimberly Moyer (Landscape Plan), Wilford Zephyr (Civil Engineering) as received by the Town on May 17th, 2019 to allow for the construction of a 9,400+/- square foot / single-story commercial complex subject to the following conditions:

1) This approval is based on the proposed Site Development Plan prepared by SKLAR Architects (Site Plan / Architecture), Kimberly Moyer (Landscape Plan), Wilford Zephyr (Civil Engineering) as received by the Town on May 17th, 2019 to allow for the construction of a 9,400+/- square foot / single-story commercial complex.

2) Prior to the issuance of Building Permits the property owner must dedicate an additional 10-feet of right-of-way for Hallandale Beach Boulevard to meet the 120-foot width Broward County / Town Trafficways Plan requirements.

Michael Miller Planning Associates, Inc.

3) Unless otherwise required by FDOT, prior to the issuance of a Certificate of Occupancy (CO), in accordance with the preliminary FDOT permit requirements, the property owner must establish (create / record) a cross-access easement to the adjoining land to the west of the subject site. Evidence of FDOT sign-off / a copy of the recorded cross-access easement must be provided to the Town prior to the issuance of the CO.

4) The initial building colors for the building exterior appear to comply with the Town's Official Color Palette. The final building colors will be handled at the time of construction.

5) The plan shows a gate from the southwest corner of the site to SW 30th Street meant to access Town utilities (pump station). These gates must be secured at all times, include screening methods, and may not be used for pedestrian or vehicular access – as the land uses south of SW 30th Street in the City of West Park are single-family residential. Sufficient supplemental landscaping as required by the Town Planner for screening may be required

6) Prior to the issuance of Building Permits the developer shall pay all required utility connection / impact fees to Broward County and the Town.

7) The Site Development Plan approval will expire 18 months from the date of Town Commission approval in accordance with Section 20-25 of the Code if no valid Building Permit for the principal building has been issued and kept in force.

PLANNING AND ZONING BOARD ACTION

The Planning and Zoning Board reviewed the proposed new Site Development Plan at their June 20th, 2019 meeting, discussed the matter, and voted unanimously (4-0) to recommend **APPROVAL** of the application, subject to the following conditions:

(1) The Site Development Plan is subject to the above listed MMPA conditions.

ZEPHYR ENGINEERING
A Civil Engineering Firm
Tel: (786)302-7693 • Email: wzephyreng@gmail.com

Concurrency Impact Analysis Report
New Retail Building for: Pembroke Park

The project is located just south of Hallandale Beach Blvd and just west of SW 40th Avenue. The proposed project consists of the construction of a total of 9,451 square feet of retail on a 33,250 square feet site.

The following information is provided as required per Section 13.5-50 of the Town of the Town of Pembroke Park Code of Ordinances. The referenced section provide guidelines and requirements to ensure the proposed development meets the adopted level of service standards in accordance with the Town's Comprehensive Plan.

Section 13.5-51: Potable Water

The proposed 9,451 SF retail development will generate a water demand of 945.1 GPD (9,451 SF X 0.10 GPD/SF = 945.1 GPD). The proposed development will connect to the Broward County & Wastewater Services Engineering Division water system. The County has indicated that there is available infrastructure adjacent to the project site to serve the project.

Section 13.5-52: Wastewater Treatment

The proposed 9,451 SF retail portion of the development will generate a sanitary sewer flow of 945.1 GPD (9,451 SF X 0.10 GPD/SF = 945.1 GPD). The proposed development will connect to the Broward County & Wastewater Services Engineering Division sanitary sewer system. The County has indicated that there is available infrastructure adjacent to the project site to serve the project, including an existing 6" sanitary sewer lateral connection for the site.

Town of Pembroke Park
Building Department
FEB 21 2019
Received

Section 13.5-54: Drainage System

The drainage system for the proposed development will be designed to meet the requirements of the South Florida Water Management District, Broward County Department of Planning and Environment Protection and the Town of Pembroke Park. Stormwater water storage for the 25 year/24-hour storm event will be accomplished using an exfiltration trench system. Stage Storage flood routing calculations will show that the post-development peak stages for the 25 year/3 day and 100 year/3 day storm events do not exceed the pre-development peak stages for the referenced storm events.

ZEPHYR ENGINEERING
A Civil Engineering Firm
Tel: (786)302-7693 • Email: wzephyreng@gmail.com

Section 13.5-55: Solid Waste

The anticipated quantity of solid waste to be generated on a daily basis by the proposed development is as follows:

Retail: 9,451 SF @ 4 lb per 100 SF = 378 lbs

Trip Generation Analysis:

Average Daily Traffic (ADT) and PM Peak Hour (PMPH) trips have been calculated for the project using the Institute of Transportation Engineer's (ITE) Trip Generation Manual, 9th Edition as follows:

ADT: (9,451 SF X 42.94 TPD/1000 SF) = 406 TPD (trips/day)

PMPH: (9,451 SF X 3.73 trips/1000 SF) = 36 trips

The traffic impacts of the proposed development will have minimal impact to the adjacent roadway system.

WILFORD ZEPHYR
LICENSE
No. 76036
STATE OF FLORIDA
PROFESSIONAL ENGINEER

2-8-19

Wilford Zephyr, P.E. # 76036

Town Of Pembroke Park
Building Department
FEB 21 2019
Received

Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

MIKE DEW
SECRETARY

October 11, 2018

THIS PRE-APPLICATION LETTER IS VALID UNTIL – **October 11, 2019**
THIS LETTER IS NOT A PERMIT APPROVAL

Ari Sklar
Sklarchitecture
2310 Hollywood Blvd
Hollywood FL

Dear Ari Sklar:

RE: **October 11, 2018-** Pre-application Meeting for **Category D Driveway**
Broward- Pembroke Park, Urban; SR 858; Sec. # 86200; MP: 1.340
Access Class - 05; Posted Speed - 40; SIS - Influence Area; Ref. Project: FM 428733.1

Request:
Driveway 1: Right-in only on south side of SR 858/ Hallandale Beach Blvd., located approximately 590 feet east of SW 44th Ave.
Driveway 2: Right-out only on south side of SR 858/ Hallandale Beach Blvd., located approximately 340 feet east of SW 44th Ave.

SITE SPECIFIC INFORMATION
Project Name & Address: **4200 Shopping Plaza – 4200 West Hallandale Beach Blvd**
Applicant/Property Owner: **Exetente, LLC**
Parcel Size: **0.832 Acres** Development Size: **9,500 SF/ Retail**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the **conditions** and **comments** below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:
- **A minimum driveway length of 25 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided. If a gate is installed a minimum driveway length of 100 feet is required.**
- **A recorded cross access agreement or easement with the adjacent property to the west shall be provided at the time of Permit.**
- **The driveway(s) shall be channelized and have a maximum 16 feet wide.**

Comments:
Broward County Transit should assess the proposed bus stop/pad.
- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). A Storm Water Pollution Prevention Plan must be submitted with the application for more than one acre of "disturbed area" as defined by the Florida Department of Environmental Protection (FDEP).
- The applicant shall donate the right-of-way to the Department if right-of-way dedication is required to implement the improvements,
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://gis.dot.state.fl.us/OneStopPermitting; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: ashok.sampath@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

S. Ashok

Ashok Sampath, M.S.
District Access Management Manager

cc: Roger Lemieux

File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2018-10-11\2. 86200 MP 1.340 SR 858_4200 Shopping Plaza\86200 MP 1.340 SR 858_4200 Shopping Plaza.docx

Florida Department of Transportation

District Four
1000 N.W. 111th Avenue
Miami, Florida 33172-5800

District Five
719 S. Woodland Blvd.
DeLand, Florida 32720-6834

RICK SCOTT
GOVERNOR

ANANTH PRASAD, P.E.
SECRETARY

October 11, 2018

THIS PRE-APPLICATION LETTER IS VALID UNTIL – October 11, 2018
THIS LETTER IS NOT A PERMIT APPROVAL

AN OKPA
Entrepreneurs
5210 Hollywood Blvd
Hollywood FL

Dear Mr. Okpa:

RE: October 11, 2018- Pre-application meeting for Carlton D Driveway
Project: Pre-application Meeting - SR 826 - Sec # 08030 - Mile 11.200
Proposed Development: Carlton D Driveway - SR 826 - Jurisdiction Area: Roll Project - EN 459573 1
Access Class - 02 - Posted Speed - 40 - SIS - Jurisdiction Area

Request:

Driveway 1: Right-in only on south side of SR 826/ Hollywood Beach Blvd.", located approximately 310 feet east of SW 44th Ave.
Driveway 3: Right-out only on south side of SR 826/ Hollywood Beach Blvd." located approximately 340 feet east of SW 44th Ave.

SITE SPECIFIC INFORMATION

Project Name & Address: **4200 Shopping Plaza – 4200 W Hollywood Beach Blvd**
Applicant/Property Owner: **Entrepreneurs LLC**
Parcel Size: 0.935 Acres Development Size: 8,200 SF Retail

WE APPROVE YOUR REQUEST

The proposal is based on your representation of the facts; site plan and survey - please see the conditions and comments below. You may now proceed with the District Access Management Review Committee (AMRC).

Conditions:

- A minimum driveway length of 25 feet is measured from the ultimate right-of-way line to the first conflict point that will be provided within the site. A minimum driveway length of 100 feet is required.
- A recorded cross access easement to assure the mutual use of the site and shared parking is also required.

Comments:

- The driveway(s) shall be channelized and have a maximum 15 feet wide permit.

Broward County Transit should assess the proposed pole relocation.

- Pursuant to Section 335.182(3)(d), F.S., unless specifically exempted by the Department, all permits issued by the District shall be subject to the limitations of chapter 335, F.S., as applicable, and chapter 14-97, F.A.C., Florida Department of Transportation Right-of-Way Occupation and Use.
- Permanent Erosion Control must be established within the Department's right-of-way to the satisfaction of the District Maintenance Engineer.
- The applicant shall obtain the right-of-way or the Department's right-of-way occupation or encroachment permit prior to commencing any work within the Department's right-of-way.
- Discharge permits must exist or be issued prior to the roadway edge of pavement or beginning of the cross drainage structure, whichever is applicable.

Pre-application meeting comments to conditions notices otherwise indicated.

The issuance of this Pre-application letter is to document the conceptual review of the aforementioned project as of this date. This letter does not constitute approval of driveway(s) or any other permit. The issuance of this pre-application letter does not guarantee future approval of any permit application. Pre-application meeting comments are valid for one year from the date of this letter. If a permit application has not been submitted within one year, the pre-application meeting must be repeated. The meeting may be held by phone or in the office at the District's discretion. Pre-application meeting comments are valid for the original project as presented at the pre-application meeting. Any changes to the project may require additional meetings and/or a new pre-application meeting request.

If you have any questions, please contact me at 954-677-7800 or e-mail: [illegible] or Sherlyn Sawyers, District Access Management Engineer, at 954-677-7800 or e-mail: [illegible]

Sincerely,

Sherlyn Sawyers, P.E.
District Access Management Engineer

cc: [illegible]

TRANSIT DIVISION-Service and Capital Planning
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8482

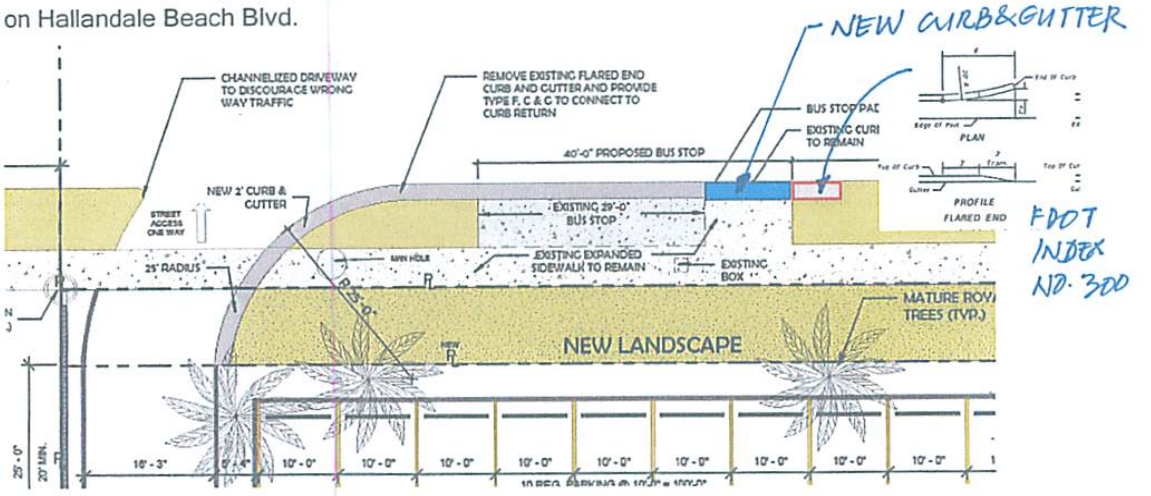
Date: October 26, 2018

To: AriSklar, AIA, NCARB
SKLARchitecture

From: Noemi Hew *Noemi Hew*
Service and Capital Planning, Transportation Department

Subject: **4200 Shopping Plaza, Pembroke Park - Bus Stop**

Broward County Transportation Department, Service and Capital Planning staff has reviewed the Ground Floor Plan of 4200 Shopping Plaza in Pembroke Park and approves the extension of the bus landing pad to 8 foot wide x 11 foot long (pad must extend to the face of the curb and gutter) and new flared end on the east end of the expanded sidewalk on Hallandale Beach Blvd.



- The proposed project is served by Broward County Transit (BCT) Route 28 on Hallandale Beach Boulevard with BCT bus stop #4644.

Thank you for considering BCT's comments. If you should have any questions, please contact Noemi Hew nhew@broward.org (954) 357-8380 or Kurt Petgrave kpetgrave@broward.org (954) 357-6793.

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

TRANSIT DIVISION-Service and Capital Planning
[illegible] University Blvd., Suite 312[illegible] • Pembroke Pines, Florida 33024 • Tel[illegible] • FAX [illegible]

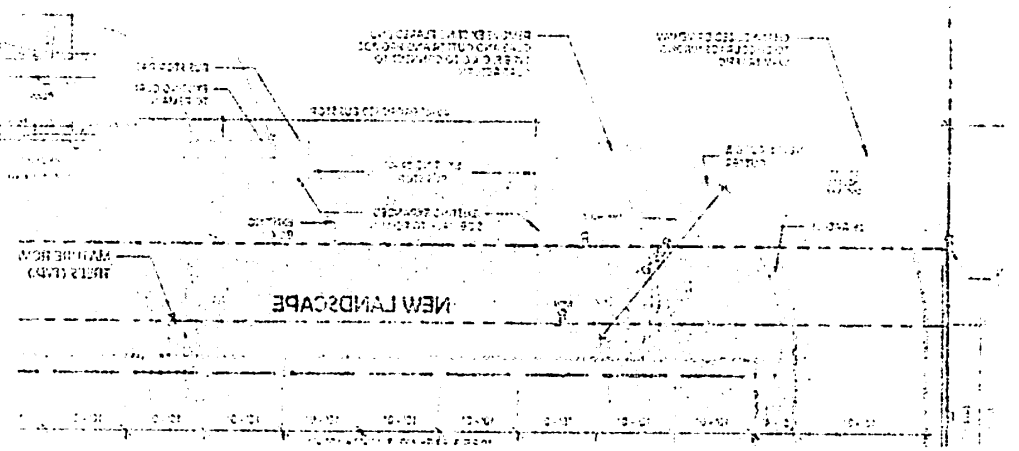
Date: October 26, 2018

To: Anskiar, AIA, NCARB
SKLARchitecture

From: Noemi Hew
Service and Capital Planning, Transportation Department

Subject: 4200 Shopping Plaza, Pembroke Park - Bus Stop

Broward County Transportation Department, Service and Capital Planning staff has reviewed the Ground Floor Plan of 4200 Shopping Plaza in Pembroke Park and approves the extension of the bus landing pad to 8 foot wide x 11 foot long (pad must extend to the face of the curb and gutter) and new flared end on the east end of the expanded sidewalk on Hallandale Beach Blvd.



- The proposed project is served by Broward County Transit (BCT) Route 28 on Hallandale Beach Boulevard with BCT bus stop #1664.

Thank you for considering BCT's comments. If you should have any questions, please contact Noemi Hew [illegible] (954) 357-6380 or Kurt Palgrave [illegible] (954) 357-6793.

Property Id: **Please see map disclaime

June 14, 2019

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	W HALLANDALE BEACH BOULEVARD, PEMBROKE PARK FL 33023
Property Owner	EXCELENTE LLC
Mailing Address	1390 BRICKELL AVE #200 MIAMI FL 33131

ID #	5142 30 09 0590
Millage	0613
Use	10

Abbr Legal Description	LAKE FOREST SEC 4 RESUB POR 43-45 B LOT 9 W 10,9A W 10,10,10A,11, 11A,12 E 72,12A E 72 BLK 50

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$348,000		$348,000	$348,000	
2018	$348,000		$348,000	$324,570	$7,137.07
2017	$348,000		$348,000	$295,070	$6,745.66

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$348,000	$348,000	$348,000	$348,000
Portability	0	0	0	0
Assessed/SOH	$348,000	$348,000	$348,000	$348,000
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$348,000	$348,000	$348,000	$348,000

Sales History

Date	Type	Price	Book/Page or CIN
11/23/2015	WD*-E	$700,000	113421067
3/8/2006	WD*	$560,000	41879 / 131
11/8/1996	WD*	$100	25705 / 202
			9784 / 850

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$12.00	29,000	SF
Adj. Bldg. S.F.		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

Property Id: 514230090590 **Please see map di

December 21, 2018

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	W HALLANDALE BEACH BOULEVARD, PEMBROKE PARK FL 33023
Property Owner	EXCELENTE LLC
Mailing Address	1390 BRICKELL AVE #200 MIAMI FL 33131

ID #	5142 30 09 0610
Millage	0613
Use	10

Abbr Legal Description	LAKE FOREST SEC 4 RESUB POR 43-45 B LOT 12 W 3,12A W 3,13 E 55,13A E 55 BLK 50

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	$87,000		$87,000	$87,000	
2018	$87,000		$87,000	$81,130	$1,784.10
2017	$87,000		$87,000	$73,760	$1,686.30

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$87,000	$87,000	$87,000	$87,000
Portability	0	0	0	0
Assessed/SOH	$87,000	$87,000	$87,000	$87,000
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$87,000	$87,000	$87,000	$87,000

Sales History

Date	Type	Price	Book/Page or CIN
11/23/2015	WD*-E	$700,000	113421067
3/8/2006	WD*	$560,000	41879 / 131
11/8/1996	WD*	$100	25705 / 202
			9784 / 850

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$12.00	7,250	SF
Adj. Bldg. S.F.		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

Property Id: 514230090610 **Please see map di

December 21, 2018

SP TOWN OF PEMBROKE PARK

APPLICATION FOR SITE PLAN APPROVAL

Date: 12-18-2018
Case No: 18-300
Receipt No.: #1034

Fee: (1) Major: The initial cost recovery fee shall be $7,500.00 plus the non-administrative costs incurred by the Town in processing the request. $500.00 of the above referenced fee shall be non-refundable.

(2) Minor: The initial cost recovery fee shall be $1,750.00 plus the non-administrative costs incurred by the Town in processing the request. $500.00 of the above referenced fee shall be non-refundable.

In addition to this application for Site Plan approval, the Applicant shall supply the documentation required by Section 20-16 of the Town's Code of Ordinances as well as the Town's Site Plan Submission Checklist. The Site Plan Checklist is available from the Town Planner.

Petitioner: Ari L. Sklar / SKLARchitecture

Address: 2310 Hollywood Blvd.

City: Hollywood

Phone: (954) 925-9292

If Petitioner is not the Owner, Name of Owner: EXCELENTE LLC

Signature of Petitioner:

Present Zoning District: B-1 Present Future Land Use Map (FLUM) Designation:

Address of Property: 4200 W. Hallandale Beach Blvd.

Legal Description of Property (Plat Book/Page or Metes and Bounds): Lake Forrest sec 4 rasub POR 43-45 B LOT 8 W 10, 8A W 10, 9 LESS W 10, 9A LESS W 10 BLK 50

OWNER / AGENT CERTIFICATE:

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

Signature of owner/agent: EXCELEWTE LLC. Sworn to and subscribed before me this _____ day of _____ 20___, by _____.

☐ He/She is personally known to me or

☑ He/She has presented passport as identification.

Signature of Notary Public

Type or Print Name Jennifer Tejedor

Jennifer Tejedor
Commission # FF970267
Expires: March 10, 2020
Bonded thru Aaron Notary

FOR STAFF USE ONLY

Planning and Zoning Date: _____ ( ) Approved ( ) Denied ( ) Approved with conditions

Town Commission Date: _____ ( ) Approved Resolution No: _____
( ) Denied ( ) Approved with conditions

Town Of Pembroke Park
Building Department

DEC 18 2018

Received

Last Revised 10/09/2003

1034

EXCELENTE LLC
777 BRICKELL AVE, #1210
MIAMI, FL 33131

DATE 10/14/18 63-1576/660

PAY TO THE ORDER OF TOWN OF PEMBROKE PARK $ 7,500.-

Seven thousand Five hundred.- DOLLARS

BISCAYNE BANK
Coconut Grove, Florida 33133

FOR Lot HALLANDALE BEACH BLVD.

⑈001034⑈ ⑆066015767⑆ 8102048 9⑈

2019 Healthy COMMUNITY CHAMPIONS Recognition Program

Welcome to the 2019 Healthy Community Champions Recognition Program application. Recognized applicants will receive a two-year designation with opportunities to receive technical assistance to further the adoption and implementation of health in all policies. State partners include the Florida Department of Transportation, Department of Economic Opportunity, the Department of Environmental Protection, and others.

Please complete the following required fields:

Contact Name

Contact Email

Contact Phone

Jurisdiction

Instructions & Eligibility

Applicants are required to complete the first three sections of the submission form, plus one optional section of their choosing.
• Health Promotion and Continuous Improvement - Narrative*
• Physical Activity*
• Food access/Nutrition*
• One additional best practices section of your choice also must be completed*
Choose from one of the following: Community Preparedness, Employee Wellness, Community Outreach and Engagement, Leadership and Innovation, Other Awards & Recognition

Completion of additional best practice sections is optional.

Additional notes:
• Please do not submit your application until it is fully completed.
• Email completed applications to tiaboyd@usf.edu
• Only one application per jurisdiction may be submitted, and submissions must be made by a municipal or county official or designated employee. Your application packet includes a sample community proclamation/resolution that may be signed by a mayor, city council or county commission. Including a proclamation with your submission is strictly optional.
• If your community was recognized in 2018, you do not need to reapply during the 2019 application period.

Timeline:
June 10, 2019: Submission Window Opens
August 15, 2019: Submission Window Closes
November 1, 2019: Best Practices Posted and Communities Recognized

Click here for additional resources and links.

Click here to download the Guidance & Resources document.

Health Promotion and Continuous Improvement Narrative Responses [Required]

1.1. **How does your community demonstrate a Health in All Policies approach to comprehensive planning?** Include specific examples and highlights of community initiatives/ projects focused on health in the built environment, emphasizing policies and best practices designed to increase physical activity and improve nutrition/access to healthy foods.

Email a PDF of your response (maximum 1 page) to tiaboyd@usf.edu or answer the narrative section here (maximum 500 words).

1.2. **Identify at least one (1) activity, program or policy you will be or would like to be working on within the next year.** No more than 150 words.

Physical Activity [Required]

2.1. **Does your jurisdiction have a community and/or roadway design-related policy work group(s) that includes input from the local county health department, local emergency services, school district, community leaders, businesses, or community organizations (including faith-based organizations and those representing low income or under-served populations and persons with disabilities)?**

- ◯ Yes
- ◯ No

If yes, provide the name of this group, list of members and affiliations, a brief description of this group's goals and activities and a URL link to this group if applicable.

2.2. **Does your jurisdiction have a process for engaging communities experiencing health inequities in planning efforts related to community development and transportation projects (e.g., Protocol for Assessing Community Excellence in Environmental Health (PACE EH) or Health Impact Assessments (HIA)?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

2.3. **Has your jurisdiction adopted a Complete Streets policy?**

- ◯ Yes
- ◯ No

If yes, provide a URL link to your plan and the page number(s).

2.3.a. **If your jurisdiction has adopted a Complete Streets policy, has a design manual, guidelines, or handbook been created?**

- ◯ Yes
- ◯ No
- ◯ Not Applicable

If yes, provide a URL link.

2.3.b. **If your jurisdiction does not have a Complete Streets policy in place, is it implementing street design standards that include users of all abilities and ages and are designed to slow traffic and improve safety around school zones and residential areas, including in under-served or low-income communities?** Examples can be found in the Florida Complete Streets Handbook and Design Manual including road diets, narrowing road lanes, central islands, roundabouts, speed bumps, lowered speed limits, sidewalks and bus stops separated from traffic.

- ◯ Yes
- ◯ No
- ◯ Not Applicable

2.4. **Does your jurisdiction's comprehensive plan or land development code (LDC) include a bicycle and/or pedestrian master plan?**

- ◯ Yes
- ◯ No

If yes, provide a URL link to your plan and the page number(s).

2.5. **Has your jurisdiction adopted an ordinance, comprehensive plan or land development code (LCD) guidance that addresses increasing access to physical activity opportunities for all persons regardless of age or physical ability, including in low income or under-served areas?**

- ◯ Yes
- ◯ No

If yes, provide a URL link to your plan and the page number(s).

2.6. **Does your jurisdiction require bike facilities (e.g., bike boulevards, bike lanes, bike ways, multi-use paths, bicycle lockers, bicycle racks) be provided in parks and on new or reconstructed roadways?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

2.7. **Does your jurisdiction prioritize the provision and maintenance of walking and/or biking trails or routes, including those in low income or under-served areas?** This could include establishment of a program to identify and fill connection gaps and make repairs in the system of sidewalks and/or trails.

- ◯ Yes
- ◯ No

If yes, provide a brief description.

2.8. **Does your jurisdiction support and maintain a network of bicycling routes that are connected and lead to destinations, such as markets, commercial businesses, and residential areas, including under-served or low-income communities?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

2.9. **Does your jurisdiction maintain a system of parks (e.g., programs to repair, maintain, and upgrade existing parks)?**

- ◯ Yes
- ◯ No

If yes, provide a brief description including the number and types of parks within your jurisdiction and their proximity to low-income neighborhoods, and the number of parks that provide physical activity facilities like ball fields, exercise equipment, pools and playgrounds.

2.10. **Does your jurisdiction maintain and provide access to a system of open spaces, such as access to trails, a body of water or a state or national park?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

2.11. **Does your jurisdiction's land development code (LCD) allow or require mixed land uses to support active transportation options?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

2.12. **Does your jurisdiction provide incentive programs (e.g., expedited permit processes, reduced permit fees, or tax breaks) for businesses and organizations that display physical activity promotional materials, run physical activity-related advertisements or work to provide physical activity opportunities to the community?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

2.13. **Does your jurisdiction provide incentive programs (e.g., expedited permit processes, reduced permit fees, or tax breaks) for businesses and organizations that include active transportation designs into new facility development or redevelopment?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

2.14. **Does your jurisdiction have a program or policy to provide continuous, unobstructed pedestrian and bicycle access to public transportation facilities (e.g., stops or station areas), consistent with ADA standards? In a rural context, this includes park and ride facilities, van pool and car pool activities?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

2.15. **Does your jurisdiction currently have a mobile application (for mobile devices) that displays transit schedules, routes and/or arrival times?**

- ◯ Yes
- ◯ No

If yes, provide the URL.

2.16. **Does your jurisdiction partner with other agencies, organizations, or groups on physical activity-related events or messaging?**

- ◯ Yes
- ◯ No

If yes, provide the name of the partner and a brief description of your work together.

2.17. **Does your jurisdiction conduct or promote physical activity events in low income or under-served areas?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

2.18. **Are there any other physical activity-related events or programs in your jurisdiction you would like to specifically highlight?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

2.19. **Does your jurisdiction currently implement or plan to implement any other policies or programs not listed above that will promote or support safe and affordable physical activity opportunities for all persons regardless of age, ability or socioeconomic status?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

2.20. **Has your jurisdiction received any award, recognition, or designation related to increased physical activity?**

- ◯ Yes
- ◯ No

If yes, please list them in this section with a brief description.

Food Access/Nutrition [Required]

3.1. **Does your jurisdiction have a food access/nutrition related policy work group(s) that includes input from the local county health department, local emergency services, school district, community leaders, businesses or community organizations (including faith-based organizations and those representing low income or under-served populations and persons with disabilities)?**

◯ Yes

◯ No

If yes, provide the name of this group, list of members and affiliations, a brief description of this group's goals and activities and a URL link to this group if applicable.

3.2. **Does your jurisdiction have a designated food access/nutrition coordinator?**

◯ Yes

◯ No

If yes, provide the first and last name, email, and phone number of the person who would be responsible for food access/nutrition.

3.3. **Has your jurisdiction adopted strategies that limit fast-food restaurant density?**

◯ Yes

◯ No

If yes, provide a brief description.

3.4. **Has your jurisdiction adopted a policy to allow zoning for mobile produce cart vending or sidewalk produce vendors selling fresh fruits and vegetables? This does not include restaurant type food trucks?**

◯ Yes

◯ No

If yes, provide a URL link to your policy.

3.5. **Has your jurisdiction adopted a policy that allows and encourages community garden initiatives (e.g., grants providing vacant lots or other public lands for use by public or private organizations, supportive zoning, etc.)?**

- ◯ Yes
- ◯ No

If yes, provide a URL link to your policy.

3.6. **Does your jurisdiction allow for farmers markets, farm/produce stands and/or mobile markets to accept federal food assistance programs (e.g., Supplemental Nutrition Assistance Program (SNAP)/Electronic Benefit Transfer (EBT), Women, Infants, and Children (WIC) and/or Fresh Access Bucks (FAB) Benefits)?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

3.7. **Does your jurisdiction provide any incentive programs (e.g., expedited permit processes, reduced permit fees or tax breaks) for farmers markets that accept Supplemental Nutrition Assistance Program (SNAP)/Electronic Benefit Transfer (EBT), Women, Infants, and Children (WIC) and/or Fresh Access Bucks (FAB) Benefits?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

3.8. **Does your jurisdiction maintain a network of public transportation stops, bike lanes, trails, greenways and/or sidewalks (accessible to users of all abilities and ages) that connect residents (including those in low-income or under-served areas) with opportunities that provide equitable access to healthy, affordable and culturally appropriate foods (including food retailers, farmers markets and community gardens)?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

3.9. **Does your jurisdiction have any current ordinance(s) that address increasing access to nutritious foods?**

- ◯ Yes
- ◯ No

If yes, provide a URL link to your plan and the page number(s).

3.10. **Does your jurisdiction provide incentive programs (e.g., expedited permit processes, reduced permit fees, or tax breaks) for businesses and organizations that display nutrition-related promotional materials, run nutrition-related advertisements or work to provide access to healthy foods in the community?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

3.11. **Does your jurisdiction provide incentive programs (e.g., expedited permit processes, reduced permit fees or tax breaks) for convenience stores/corner stores that carry fresh produce and healthy beverages?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

3.12. **Does your jurisdiction provide incentive programs (e.g., brownfield redevelopment or other loans or grants to cover start-up and investment costs, economic development programs, supportive zoning) for independent grocery stores, supermarkets, or other locally-owned grocery stores that currently have or plan to establish a location(s) in under-served neighborhoods?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

3.13. **Does your jurisdiction provide healthy food and beverage options at government office vending machines and/or at concession stands located at parks and/or recreational facilities?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

3.14. **Does your jurisdiction promote and support breastfeeding in public areas?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

3.15. **Does your jurisdiction partner with other agencies, organizations, or groups on healthy food access or nutrition-related events or messaging?**

- ◯ Yes
- ◯ No

If yes, provide the name of the partner and a brief description of your work together.

3.16. **Are there any other healthy food access/nutrition-related activities in your jurisdiction that you would like to specifically highlight?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

3.17. **Does your jurisdiction currently implement or plan to implement any other policies or programs not listed above that will promote or support access to healthy, affordable, and culturally appropriate foods for all persons regardless of age, ability or socioeconomic status?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

3.18. **Has your jurisdiction received any award, recognition, or designation related to improved nutrition?**

- ◯ Yes
- ◯ No

If yes, please list them in this section with a brief description.

Best Practices

Please complete at least one of the following sections to further highlight your best practices:

Community Preparedness

Employee Wellness

Community Outreach

Leadership & Innovation

Awards

Community Preparedness
(Disaster, Emergency Response, and Infectious Outbreak)

4.1. **Does your jurisdiction have an updated evacuation plan for all communities and the school district?**

◯ Yes

◯ No

If yes, provide a URL link to your plan and the appropriate page number(s).

4.2. **Does your jurisdiction have a community preparedness-related policy work group(s) that includes input from the local county health department, local emergency services, school district, community leaders, businesses and community organizations (including faith-based organizations and those representing low income or under-served populations and persons with disabilities)?**

◯ Yes

◯ No

If yes, provide the name of this group, list of members and affiliations, a brief description of this group's goals and activities and a URL link to this group if applicable.

4.3. **Does your jurisdiction's comprehensive plan or current ordinance(s) require that any jurisdiction redevelopment or new development projects be designed to include clearly marked and updated evacuation routes?**

◯ Yes

◯ No

If yes, provide a URL link to your plan or ordinance(s) and the page number(s).

4.4. **Does your jurisdiction's comprehensive plan or current ordinance(s) require that any jurisdiction redevelopment or new development projects (including commercial and/or residential projects) be designed with a minimum of two (2) points of entry or exit that can be used by emergency services or in the case of an evacuation?**

◯ Yes

◯ No

If yes, provide a URL link to your plan or ordinance(s) and the page number(s).

4.5. **Does your jurisdiction have a designated community preparedness coordinator?**

- ◯ Yes
- ◯ No

If yes, provide the first and last name, email, and phone number of the person who would be responsible for community preparedness.

4.6. **Does your jurisdiction's comprehensive plan or current ordinance(s) specifically require that any new commercial and/or residential development or redevelopment (including in low income and under-served areas) be designed to meet Americans with Disabilities Act (ADA) standards?**

- ◯ Yes
- ◯ No

If yes, provide a URL link to your plan or ordinance(s) and the page number(s).

4.7. **Does your jurisdiction have all evacuation routes clearly marked throughout all communities?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

4.8. **Does your jurisdiction provide and promote to the public a copy of the evacuation plan and all routes?** This could include, but is not limited to, evacuation routes and plans being posted online in a downloadable version, in the phonebook, copies provided in government buildings, copies provided to law enforcement and emergency medical services for distribution in times of emergency, etc.)

◯ Yes

◯ No

If yes, provide a brief description of how this information is distributed to the public.

4.9. **Was your jurisdiction's evacuation plan created in coordination with all neighboring jurisdictions to assure safe and timely movement of all persons regardless of age, physical ability or socioeconomic status?**

◯ Yes

◯ No

If yes, provide a brief description.

4.10. **Does your jurisdiction provide any incentive programs (e.g., expedited permit processes, reduced permit fees or tax breaks) for commercial businesses and/or retailers in the community (including those in low income and under-served areas) to carry extra supplies during hurricane season?**

◯ Yes

◯ No

If yes, provide a brief description.

4.11. **Does your jurisdiction provide any incentive programs (e.g., expedited permit processes, reduced permit fees or tax breaks) for commercial and/or residential development groups/companies that incorporate adequate access for emergency services and to evacuation routes into their design?**

◯ Yes

◯ No

If yes, provide a brief description.

4.12. **Does your jurisdiction provide or have access to mosquito control spray trucks to service all communities (including low income and under-served areas)?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

4.13. **Does your jurisdiction work with your county health department, emergency services, and the school district to enact policies, plans and actions towards limiting the spread of infectious diseases (e.g., mosquito borne illnesses, vaccinations, seasonal flu shots, etc.)?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

4.14. **Does your jurisdiction have a plan for limiting the spread of infectious diseases during a possible outbreak that includes all communities (including low income or under-served areas), all persons (regardless of age or ability), and your school district(s)?**

- ◯ Yes
- ◯ No

If yes, provide a link to your plan and the page number(s).

4.15. **Are there any other community preparedness-related activities in your jurisdiction that you would like to specifically highlight?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

4.16. **Does your jurisdiction currently implement or plan to implement any other policies or programs not listed above that will promote or support community preparedness efforts within all communities (including low income and under-served areas) and for all persons regardless of age, ability or socioeconomic status?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

4.17. **Has your jurisdiction reviewed evacuation plans for vulnerable populations (e.g., nursing homes)?**

- ◯ Yes
- ◯ No

4.17.a. **Have vendors providing evacuation services for vulnerable populations been vetted to ensure they can deliver services?**

- ◯ Yes
- ◯ No
- ◯ Not Applicable

If yes, provide a brief description.

4.17.b. **Has your jurisdiction considered special evacuation plans for vulnerable populations?**

- ◯ Yes
- ◯ No
- ◯ Not Applicable

If yes, provide a brief description.

4.18. **Has your jurisdiction reviewed Mutual Aid and Emergency fulfillment contracts?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

4.18.a. **Have the Mutual Aid and Emergency fulfilment plans/contracts been implemented?**

- ◯ Yes
- ◯ No
- ◯ Not Applicable

4.18.b. **Have vendors providing resources and commodities during an emergency been vetted?**

- ◯ Yes
- ◯ No
- ◯ Not Applicable

4.19. **Do all critical agencies in your jurisdiction have a Continuity Of Operations Plan (COOP)?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

4.19.a. **Have alternate sites to support the activation of a Continuity of Operations Plan (COOP) been identified and prepped?**

- ◯ Yes
- ◯ No
- ◯ Not Applicable

Employee Wellness

5.1. **Does your jurisdiction provide any incentive programs (e.g., expedited permit processes, reduced permit fees or tax breaks) for new businesses and organizations that provide health benefits to their employees (e.g., health, dental, vision, etc.)?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

5.2. **Does your jurisdiction provide any incentive programs (e.g., reimbursement, discounted fares or free fares) for employees to use public transit to get to work?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

5.3. **Does your jurisdiction currently have an employee wellness policy or plan to adopt one?**

- ◯ Yes
- ◯ No

If yes, provide a link to your policy.

5.4. **Does your jurisdiction have a designated employee wellness coordinator?**

- ◯ Yes
- ◯ No

If yes, provide the first and last name, email, and phone number of the person who would be responsible for employee wellness.

5.5. **Would your jurisdiction have an interest in establishing or improving their employee wellness program?**

◯ Yes

◯ No

If yes, your jurisdiction will be contacted about employee wellness information, sample employee wellness policies, and/or technical assistance with your employee wellness activities.

5.6. **Does your jurisdiction have an internal employee wellness-related work group that includes input from the county health department?**

◯ Yes

◯ No

If yes, provide a brief description of this group's goals and activities.

5.7. **Does your jurisdiction offer a Centers for Disease Control and Prevention (CDC) recognized Diabetes Prevention Program to jurisdiction employees?**

◯ Yes

◯ No

If yes, provide a brief description of this group's goals and activities.

5.8. **Does your jurisdiction offer physical activity breaks, walking meetings and/or any other physical activity opportunities to jurisdiction employees?**

◯ Yes

◯ No

If yes, provide a brief description.

5.9. **Does your jurisdiction promote the benefits of physical activity and nutrition at all government offices?**

◯ Yes

◯ No

If yes, provide a brief description.

5.10. **Does your jurisdiction partner with any fitness facilities, gyms, programs and/or instructors in the community for discounted rates to your employees?**

◯ Yes

◯ No

If yes, provide a brief description.

5.11. **Do any jurisdiction offices have onsite exercise facilities (e.g. locker room with shower facilities, workout room and/or a workout facility), walking paths, and/or bicycle facilities (e.g. bike racks, bike lockers, bike share programs, etc.)?**

◯ Yes

◯ No

If yes, provide a brief description.

5.12. **Do all jurisdiction offices have a room for employees to breastfeed or pump in private?**

◯ Yes

◯ No

If yes, provide a brief description.

5.13. **Do all jurisdiction offices make appropriate breastfeeding accommodations (e.g. flexible work schedules, adequate break times, etc.) and provide appropriate breastfeeding support for staff?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

5.14. **Are there any other employee wellness-related activities in your jurisdiction that you would like to specifically highlight?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

5.15. **Does your jurisdiction currently implement or plan to implement any other policies or programs not listed above that promote or support employee wellness efforts among staff?**

- ◯ Yes
- ◯ No

If yes, provide a brief description.

Community Outreach and Engagement

6.1. **Does your jurisdiction have a community outreach and engagement-related work group(s) that includes input from the local county health department, law enforcement, fire department(s), emergency medical service(s), school district(s), community leaders, community organizations (including faith-based organizations and those representing low income or under-served populations and persons with disabilities)?**

◯ Yes

◯ No

If yes, provide the name of this group, a brief description of this group's goals and activities, and a URL link to this group if applicable.

6.2. **Does your jurisdiction have a designated community outreach and engagement coordinator?**

◯ Yes

◯ No

If yes, provide the first and last name, email, and phone number of the person who would be responsible for community outreach and engagement.

6.3. **Does your jurisdiction have any incentive programs or provide public recognition for efforts of businesses and organizations that provide low cost or free community services?** (e.g. transportation services, lawn or home maintenance for elderly or persons with disabilities, health and/or hearing screenings, etc.)

◯ Yes

◯ No

If yes, provide a brief description.

6.4. **Does your jurisdiction conduct any health-related events for the community (e.g., health fairs, fitness fairs, Open Streets events, etc.)?**

◯ Yes

◯ No

If yes, provide a brief description.

6.5. **Does your jurisdiction provide healthy food and beverage options at jurisdiction-sponsored events?**

◯ Yes

◯ No

If yes, provide a brief description.

6.6. **Does your jurisdiction work with local law enforcement and emergency medical services to promote neighborhood watch associations in all communities including low income and under-served areas that are accessible and include input from all persons regardless of ability?**

◯ Yes

◯ No

If yes, provide a brief description.

6.7. **Are there any other community outreach and engagement-related activities in your jurisdiction that you would like to specifically highlight?**

◯ Yes

◯ No

If yes, provide a brief description.

6.8. **Does your jurisdiction currently implement or plan to implement any other policies, programs or initiatives not listed above that promote or support community outreach and engagement?**

◯ Yes

◯ No

If yes, provide a brief description.

Leadership and Innovation

7.1. **Does your jurisdiction participate in any of the following?** Select all that apply.

- ☐ School Health Advisory Committee (SHAC)
- ☐ Community Health Improvement Plan
- ☐ Mobilizing Action through Planning Partnerships (MAPP)
- ☐ PHIT America: Mayor's Fitness Challenge
- ☐ Smart Growth America: Rural Development Program

7.2. **Has your jurisdiction adopted a resolution or proclamation related to the Active Transportation Community Recognition?** Click here to see an example of a resolution or proclamation.

- ◯ Yes
- ◯ No

If yes, please provide a link

7.3. **Has your jurisdiction adopted, or is your jurisdiction planning to adopt or update a Health Element (Health and Design Element, Community Health Element, Livability Element, etc.) in your Comprehensive Plan?**

- ◯ Yes
- ◯ No

If yes, please provide a link to your plan and the page number(s) or enter N/A for "No action at this time."

Other Awards, Recognitions & Designations

8.1. **Does your jurisdiction have or participate in any of the following?** Select all that apply.

- ☐ Robert Wood Johnson Foundation: Culture of Health Prize
- ☐ Transportation for America: Smart Cities Challenge
- ☐ Recognized on the Smart Growth America Policy Atlas
- ☐ Walk Friendly Community Designation
- ☐ Bicycle Friendly Community Designation
- ☐ Bicycle Friendly Business Recognition Program
- ☐ American Planning Association Florida Chapter Awards
- ☐ AARP Age-Friendly Community
- ☐ LEED Certified Buildings or Neighborhoods
- ☐ Alliance for Healthy Cities Recognition Award
- ☐ Sustainability Tools for Assessing and Rating (STAR) Communities Certification
- ☐ Gold Medal for Excellence in Parks
- ☐ Florida Breastfeeding Coalition Quest for Quality Maternity Care Award
- ☐ Baby-Friendly Hospital Initiative
- ☐ Recognition of Child Care / Early Care and Education Centers for meeting Physical Activity and Nutrition Standards (Nemours Let's Move Childcare Program)
- ☐ Healthy School District Award
- ☐ Completed the Centers for Disease Control and Prevention (CDC) Worksite Health Scorecard
- ☐ Promote the Million Heart Campaign
- ☐ American Diabetes Association recognized or American Association of Diabetes Educators Accredited Diabetes Self-Management Education Programs
- ☐ CDC recognized Diabetes Prevention Lifestyle Change Programs
- ☐ Florida Department of Transportation: Safe Routes to Schools
- ☐ National Center for Safe Routes to School

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	July 3, 2019
Subject:	Request for Proposals for Human Resource Consulting Services
Initiated by:	☐ City Council ☑ City Attorney ☐ City Manager/Staff
Prepared by:	Name & Title: Christopher J. Ryan
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature
Attachments:	Draft RFP for discussion and memorandum regarding selection process
Fiscal Impact:	Unknown until RFPs are received and reviewed
Policy Question(s) for Council Considerations:	Determine the duties for the HR consultant; choose selection committee and selection process.
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	

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*
MICHAEL L. SEIGER
ALENA LULCHAK
*Board Certified City, County and Local Government Lawyer

TELEPHONE 954.920.2921
FACSIMILE 954.921.1247

MEMORANDUM

To: Ashira Mohammed, Mayor
Howard P. Clark, Jr., Vice-Mayor
Geoffery Jacobs, Clerk-Commissioner
Reynold Dieuveille, Commissioner
Georgina Cohen, Commissioner
Natasha Joseph, Administrative Services Director
Harry Taubenfeld, Assistant Finance and Budget Director

From: Christopher J. Ryan, Town Attorney CJR

Re: Human Resources Consulting Services Request for Proposal

Date: June 27, 2019

Our File Number: 24481E

Our law firm prepared the draft Request for Proposals ("RFP") for the solicitation of human resource consulting services for review at the July Town Commission Workshop meeting. There are several issues related to the RFP which require the direction of the Town Commission pertaining to the solicitation process. Please review the RFP and provide any changes or additions at the Workshop meeting. In particular, please review the specific services requested in Section 2.a. and the proposed time schedule in Section 5.

The Town Commission needs to appoint an evaluation committee to perform the preliminary review of the responses and to rank the proposals based on the evaluation criteria in the RFP. I recommend a committee of three (3) persons including: one (1) Commissioner and two (2) staff persons. The committee members will be named in the resolution authorizing the RFP.

The committee will review the proposals and rank the candidates based on the written proposals and information obtained from the professional references for each proposer. The next step is generally an oral interview with the three (3) highest respondents to the RFP. The Town

Commission needs to decide whether the committee will conduct the interviews and make a recommendation to the Town Commission following the interviews, or whether the Town Commission will conduct the interviews of the respondents itself. This process is described in Section 7 of the RFP and will be amended based on the Town Commission's decision, if neccessary.

The meetings of the evaluation committee and the Town Commission relating to the RFP are subject to the provisions of Sunshine Law contained in Chapter 286, Florida Statutes. Accordingly, all meetings must be noticed and recorded, and the minutes of the meetings must be transcribed in a timely manner.

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TOWN OF PEMBROKE PARK
HUMAN RESOURCE CONSULTING SERVICES
REQUEST FOR PROPOSALS (RFP) # _____

The Town of Pembroke Park ("Town") is requesting proposals from qualified firms for professional and technical services to provide human resource consulting services. The intent of this solicitation is obtain a consultant with the experience and expertise necessary to assist in the planning, organizing, managing, and directing of Town's human resources functions and operations.

1. BACKGROUND OF THE AGREEMENT

The Town of Pembroke Park is a political subdivision of the State of Florida and is located in the southeastern part of the state in Broward County. The Town was first incorporated December 10, 1957 as Town of Pembroke, and later incorporated as Town of Pembroke Park on June 20, 1959. The Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is structured as a commission form of government in which residents elect five (5) members to the Town Commission, which is the governing body that adopts legislation and sets policy. The Commission hires the Town Manager with broad executive authority to carry out those policies and oversee the Town's day-to-day operations. Two (2) Divisional Directors, the Public Services Director and the Administrative Services Director, serve under the general supervision of the Town Manager. Overall, the Town currently employs approximately 25 staff members, who are paid on a weekly basis and receive various benefit programs.

2. SCOPE OF WORK

The Town is seeking a proposer who is highly skilled and fully knowledgeable in the human resource field and can take a proactive approach in completing the work below and advising the Town on all aspects of its current practices, while making recommendations for continuous improvement.

a. Specific Services Requested

A. Completion of a procedure evaluation of current human resources practices
B. Hiring, on-boarding, promotion and separation of employees
C. Management of employee records in accordance with applicable laws
D. Recommendations of policies to ensure compliance with federal, state and local standards and regulations
E. Review of personnel policy manual and recommendations for changes
F. Administration of employee benefits and directing of open enrollment
G. Administration of leave policies
H. Creation of employee benefit statements
I. Review of annual performance review process, including creating new or improved forms as necessary, and recommendations for improvement

J. Handling, tracking and reporting of employee performance issues, disciplinary actions and employee and manager complaints
K. Entry and tracking of all status changes such as new hires, terminations, leaves, and promotions and more
L. Assistance with development of staff training programs related to employee conduct and soft skills, as well as monitoring of completed training programs and coaching for supervisors
M. Regular communication to Town Manager of changes affecting labor laws or regulations
N. Recommendations for continuous improvement of human resources policies and procedures
O. Assistance with other tasks or needs as deemed necessary by the Town

b. Non-essential services

The Town may evaluate certain related non-essential services in order to determine if cost saving benefits might be derived with respect to adding these services to the HR consulting services. Interested proposers may add the following services to their response to the extent that the proposer has such capacity and experience. None are a condition of eventual appointment:

A. Payroll administration
B. Payroll time keeping
C. Workers' compensation administration

To the extent that non-essential services are included in the response, please include in your response all of the following specifications relative to these non-essential services described in the "Proposal Format Guidelines" section below.

3. PROPOSAL FORMAT GUIDELINES

Proposers are to provide the Town with a thorough proposal using the following guidelines:

Proposal should contain no more than thirty (30) typed pages, including a cover letter and resumes of key people. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of what is being offered.

The following should be addressed in the proposer's response:

a. Cover letter

Proposal shall be accompanied by a cover letter, which should summarize the key elements of the proposal. An individual authorized to bind the proposer must sign the letter. The letter must stipulate that the proposal shall be valid for a period of at least ninety (90) days. Indicate the address and telephone number of the proposer's office located nearest to the Town and the office from which the project will be managed.

b. Background and Project Summary
Describe your understanding of the Town, the work to be done and the objectives to be accomplished. Refer to the Scope of Work of this RFP.

c. Approach
Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. Included should be a detailed implementation plan with project schedule. Also included should be a detailed description of specific tasks you will require from Town staff and explain what the respective roles of Town staff and your staff would be to complete the tasks specified in the Scope of Work. Proposers are encouraged to provide additional innovative and creative approaches for providing the service that maximize efficiency and cost-effectiveness.

d. Staffing
Provide a list of personnel who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual. Upon award and during the contract period, if different personnel are assigned to the project, those names and qualifications must be submitted to the Town. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Town.

e. Qualifications
Describe the qualifications of the proposer and key staff who have performed projects similar in size and scope to demonstrate competence to perform these services. Included should be names of key staff that participated on those projects and their specific responsibilities, and a summary of the proposer's demonstrated capability, including the length of time that the services in the Scope of Work have been provided. All proposers should provide at least two (2) references, including name and contact information, which have received similar services. The Town intends to contact the references listed.

f. Fee proposal
Indicate the annual fee for services to provide all services in the Scope of Work. Please also indicate an hourly rate for work outside of the scope of work and a fee for non-essential services to the extent submitted in the response. See Appendix A.

4. PROCESS FOR SUBMITTING PROPOSALS

All proposals shall be submitted as follows:

a. Content
The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

b. Preparation of Proposal
Each proposal shall be prepared simply and economically, avoiding the use of promotional material beyond those sufficient to provide a complete and accurate

presentation. The Town will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.

c. Number of Proposals
Submit one (1) original complete package, five (5) duplicate complete packages, and one (1) electronic copy of the proposal package (CD or USB drive).

d. Submission of Proposals
Complete written proposals must be submitted in sealed envelopes clearly marked on the outside of the envelope **"RFP, Human Resource Consulting Services"**, no later than **3:00 P.M. on _____**. Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. **Proposals may not be submitted by e-mail or fax.**

Address: Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Attn: Natasha Joseph

e. Inquiries
Questions about this RFP must be made in writing, via e-mail to:

Natasha Joseph, Deputy Town Clerk
njoseph@townofpembrokepark.com

The Town reserves the right to amend or supplement this RFP prior to the proposal due date. The Town endeavors to answer all written questions in a timely manner, but also reserves the right to not answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, proposers are not allowed to communicate outside the process set forth in this RFP with any Town employee other than the contracting officer listed above regarding this RFP. The Town reserves the right to reject any proposal for violation of this provision. Only written questions will be accepted, and no response other than written responses will be binding upon the Town.

f. Conditions for Proposal Acceptance
This RFP does not commit the Town to award a contract or to pay any costs incurred for any services. The Town, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified proposer, or to cancel this RFP in part or in its entirety. The Town may waive any irregularity in any proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. If any proprietary information is contained in the proposal, it should be clearly identified. The contents of the successful proposal may, at the Town's option, become part of the contract entered into by the successful proposer and the Town.

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Florida Public Records Law contained in Chapter 119, Florida Statutes.

5. SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP: _____

Deadline for questions: _____

Proposal due date: _____

Interviews (if held): _____

Approval of contract: _____

All dates are subject to change at the discretion of the Town.

6. EVALUATION CRITERIA

Evaluation of all proposals received by the Town shall be based on the following criteria:

a. Qualification of Entity and Key Personnel - 25%
Includes the proposer's ability to provide the requested scope of work, recent experience conducing work of similar scope, complexity, and magnitude for other agencies of similar size, references.

b. Approach to Providing the Requested Scope of Work - 25%
Includes an understanding of the RFP and of the project's scope of work; knowledge of applicable laws and regulations related to the scope of work.

c. Price proposal - 25%
Price proposals will be evaluated on the basis of the Total Estimated Annual price submitted in Exhibit A.

d. Innovating and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities - 25%.

Please note: the offer of non-essential services will not influence the evaluation of a proposal.

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

A selection committee appointed by the Town Commission will screen and review all proposals according to the weighed criteria set forth above.

a. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The Town may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the Town reserves the right to request clarification or additional information from any or all proposers regarding their proposals. The Town may reject any proposal in which a proposer's approach, qualifications or price is not considered acceptable by the Town. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable.

b. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based on the Evaluation Criteria set forth above. The Committee may also contact proposer's references. The three highest rankings proposers may be invited to the next stage of the evaluation process, or the Committee may conclude the evaluation process at this point and make a recommendation for award to the Town Commission.

c. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, will be in _____ and will be conducted at Town Hall in Pembroke Park, Florida. This date is subject to change. The individual(s) from proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

Following conclusion of this stage of the evaluation process, the Committee will again rank all proposers according to the Evaluation Criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award. The Town may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Pursuant to Section 286.0113, Florida Statutes, negotiations shall be confidential and not subject to disclosure of competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Town may terminate negotiations and commence negotiations with the next highest scoring proposer, or withdraw the RFP.

8. CONDITIONS TO AGREEMENT

The contract resulting from this solicitation may be awarded to the responsive proposer which submits a proposal determined to provide the best value to the Town with price,

technical, and other applicable factors considered. The Town reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest. Town anticipates the term of the contract resulting from this solicitation will be for _____ (__) years with up to ____ (__) one-year options to renew, upon mutual written assent agreement of the parties.

The Town reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.

Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the Town. The Town may conduct any investigation it deems necessary to determine if the proposer is capable of performing the requirements of this solicitation.

The proposer's performance as a prime contractor or subcontractor on previous Town contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.

Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in Town's Procurement Ordinance, Chapter 2, Article V, Pembroke Park Code of Ordinances. It is incumbent upon the proposer to be aware of the posting of any associated award recommendation. Any protest received after the contract award date may be rejected.

The Town reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

The selected firm will be required to assume responsibility for all services offered in the proposal. The Town will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.
A copy of the recommended ranking and award will be available for review at Town Hall, located at 3150 SW 52nd Avenue, Pembroke Park, Florida, 33023 upon completion of the evaluation by the Committee. Vendors may obtain a copy of the final ranking from the Town.

9. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Town.

10. INDEMNIFICATION

To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorneys fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the proposer to perform or furnish either of the services, or anyone for whose acts the proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of proposer, by any person or organization directly or indirectly employed by proposer to perform or furnish any of the work, or by anyone for whose acts proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. NON-DISCRIMINATION

Proposer agrees and warrants that in the performance of the contract pursuant to this solicitation, proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by federal, state, or local laws.

12. GENERAL TERMS AND CONDITIONS

Definitions

Addenda: A written change to a solicitation.
Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The proposer to whom award has been made.
Modification: A written change to a contract.
Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.
Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.
Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Town: Shall refer to the Town of Pembroke Park

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

a. Equal Opportunity Agreement

In connection with work performed under an Town contract, the Respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a proposal in response to this solicitation, the Respondent agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Respondent is an "Equal Opportunity Employer".

b. Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

c. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile; or
- By signed scanned and emailed to njoseph@townofpembrokepark.com

The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

d. Payment

Prompt Pay Policy: It is the policy of the Town to fully implement the provisions of the State of Florida Prompt Payment Act.

Withholding Payment: In the event a contract is canceled under any provision herein, the Town may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

e. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call Natasha Joseph at (954) 966-4600 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in the Town's office as far in advance of the meeting as possible.

f. Confidentiality

By submitting a proposal in response to this solicitation, a Respondent acknowledges that the Town is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to the Town may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Respondent provide the Town with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Respondent shall submit to the Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, the Town, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, the Town shall notify the Respondent of that request, and the Respondent shall reply to such notification, in a writing that must be received by the Town no later than 4:00 p.m., ET, of the second Town business day following Respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timelywritten reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure of copying, the Respondent agrees to, and shall,

hold harmless and indemnify the Town for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Town, or assessed or awarded against the Town, in regard to the Town's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Respondent in response to the RFP and shall constitute the Town's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Town.

APPENDIX A

HUMAN RESOURCE CONSULTING SERVICES
REQUEST FOR PROPOSAL (RFP)
FEE PROPOSAL

Fee proposal to provide Human Resource Consulting Services (as defined in the Scope of Work) is as follows:

Cost Year 1: _____

Cost Year 2: _____

Cost Year 3: _____

Hourly fee for work outside of the scope of work: _____

Fee proposal to provide Non-Essential Services, if any included in response, is as follows:

3 Year Cost of Payroll Administration _____

3 Year Cost of Payroll Timekeeping _____

3 Year Cost of Workers' Compensation Administration _____

Additional breakdown of fees by service is also allowed.

APPENDIX B

HUMAN RESOURCE CONSULTING SERVICES
REQUEST FOR PROPOSAL (RFP)
INSURANCE REQUIREMENTS

The proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the proposer and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the proposer's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the proposer's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Florida and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- $100,000 each accident/$500,000 disease-policy limit/$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage Each Occurrence $1,000,000 Aggregate $2,000,000 (The Aggregate Limit shall apply separately to each job.)

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage: Per Accident $1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability $3,000,000 each occurrence or per claim.

The proposer agrees to maintain continuous professional liability coverage for the entire duration of this contract, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the contract.

The proposer shall provide a Certificate of Insurance as “evidence” of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The proposer shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The proposer shall provide the Town copies of any such Policies upon request.

The above insurance requirements are the Town’s general requirements. Insurance requirements with the awarded proposer are subject to final negotiations.

1 Berrouet

Jhuana Berrouet
(857) 389-2038
Jhuanaberrouet@gmail.com
June 17, 2019

Dear Hiring Team,

I'm pleased to be applying for the Manager Administrator position at, Town of Pembroke Park, and I look forward to hearing from you soon. I excel at meeting deadlines, always exceeding expectations and working with a wide variety of people. I enjoy working in multi environments and the challenge of meeting business goals. My long-term career goals are to work as an Administrator, and I believe this position is an excellent chance for me to showcase my unique skill set.

During my previous role at Community Medical Group, I played an integral part in administrative in supporting senior-level executives and coordinated various schedules and meetings. I also worked on many different special projects, which resulted in productivity increase for the entire company compared to the previous year.

Maintaining a high level of professionalism is always a top priority, and I believe every employee is valuable and should be treated with respect. I believe the combination of my education and prior work history gives me an excellent chance to succeed at Town of Pembroke Park.

Thank you for taking the time to review and consider my job application. I can't wait to learn more details regarding the Manager Administrator position at Town of Pembroke Park, and I hope to hear from you soon. I believe that I am highly qualified for this position and can be a valuable employee at Town of Pembroke Pines. Please let me know if you have any questions.

Sincerely,

Jhuana Berrouet

Jhuana N. Berrouet
Fort Lauderdale, FL
(857) 389-2038
Jhuanaberrouet@gmail.com

Experienced Administrator with strong management, and organization knowledge. With a Bachelor's & Master's degree. Seeking the position of Town Manger (Administrator) at Town of Pembroke Park. Coming with advanced knowledge in database management and office management to handle tactical day-to- day operational matters. Strong leaderships kills in supporting supervisors, directors, and management team with problem-solving skills, effective teamwork, and respect for deadlines while providing goals of proving myself and growing with the company.

Education

- Bachelor of Science: Biology & Biomedical Chemistry, Salem State University
- Masters Business Administration in Finance: Lynn University

Operations Director
PT's 2018-
Miami, Florida

- Provide inspired leadership for the organization.
- Managing and directing day-to-day operations of multiple sites
- Make important policy, planning, and strategy decisions.
- Delegating authority and responsibilities.
- Develop, implement and review operational policies and procedures.
- Assist HR with recruiting when necessary.
- Help promote a company culture that encourages top performance and high morale.
- Creates Annual Budget.
- Oversee budgeting, reporting, planning, and auditing.
- Ensure all legal and regulatory documents are filed and monitor compliance with laws and regulations.
- Work with the board of directors to determine values and mission, and plan for short and long-term goals.
- Identify and address problems and opportunities for the company.
- Build alliances and partnerships with other organizations.
- Support worker communication with the management team.

Administrator
Community Medical Group -2017-2019
Miami, Florida
Medical Practice of Adults and Pediatrics

- Oversee day-to-day administrative, operations of multiple site facilities.
- To oversee the agenda for all meetings.
- Conduct staff meetings and perform such other functions as are required to carry out the mission statement.
- Knowledge of Medicare and Medicaid.
- Maintain medical center to AHCA standards.
- HIPAA, OSHA training. Biomedical waste and exposure control compliance within compliance.
- Prepares, monitors, budgets, revenues, in compliance with allocated funding.
- Oversees preparation of monthly actual performance & budget for approval by the board of directors. Including monthly reporting and weekly.
- Work with billing department to assure proper coding as per physician diagnosis.
- Payroll, run reports, analyze and implement solutions for financial and clinical matters.
- Completes P&L reports by monthly deadline.
- Work closely with physicians to ensure patient satisfaction.

- Maintains contact with family and resident when hospitalized either by phone, email or in person.
- Maintain, and improve patient flow. Assist with patients concerns, to ensure patient satisfaction.
- Accomplish employment objectives by recruiting, orienting, training, evaluate, scheduling, counseling, and disciplining employees.
- Conduct monthly satisfaction surveys for all residents and/or families
- Able to identify, implement any health insurance policie changes.
- All areas of credentialing.
- Ability and experience using Microsoft Office applications and proficient in EMR
- Proficiency in QuickBooks.
- Build strong and trusting relationships with market leaders.
- Negotiation expericane in resolving complex situtations in a timly matter.
- Knowledge and experience of all specialties, medical terminology surgeries and medicine procedures.
- Proven track record in growing physician practice revenues and volumes.
- Maintain liaison, and communication with hospitals.
- Excellent interpersonal, and communication skills.

Nursing Home Assistant Administrator
Heartland ManorCare 2014-2017
Miami, Florida

- Multi-site healthcare management experience
- Knowledge of AHCA regulatory guidelines within a SNF & ALF.
- Maintains census and prepares competitive analysis reports
- Plans for quality assurance in all departments of the Nursing Home and develops quality improvement plans with committee members.
- Develops Nursing Home policies, procedures, programs and directs implementation of such.
- Drives project planning activities including developing project charter, implementation plan and key performance indicators.
- Monitors ongoing project execution including progress against timeline, benefit realization, risk/issue resolution and resource/budget variance.
- Reports project progress and eliminate barriers to execution in collaboration with project sponsor.
- Facilitates and manages project meetings.
- Conduct monthly satisfaction surveys for all residents and/or families
- Requires critical thinking skills, effective communication skills, decisive judgment and the ability to work with minimal supervision. Must be able to work in a stressful environment and take appropriate action. Knowledge of Microsoft products.
- Physician practice financial statements and budgets, analysis of financial data patterns.
- Serves as primary liaison with residents, their families and the general public.
- Resolves problem solving capacity with regard to resident and staff problems.
- Maintains contact with family and resident when hospitalized either by phone, email or in person.
- Ensures conformance with annual budget; evaluates, reviews and adjusts to revenue sources.
- Excellent interpersonal, and communication skills.
- Oversees all departments:
  - Nursing
  - Meals and special diets
  - Resident activities
  - Housekeeping
  - Laundry
  - Building maintenance
  - Admissions
  - Business office
  - Social services

Assistant Executive
Benchmark Senior Assisted Living & Alzheimer 2009-2013

Danvers, Massachusetts

- Support the community's programs to encourage resident independence, well being, and opportunity for personal growth.
- Maintains contact with family and resident when hospitalized either by phone, email or in person.
- Monitor, on a routine and ongoing basis, key measurable indicators of daily operations. Promote staff participation and involvement in day-to-day operations and decision-making; promote team building and customer service.
- Help develop and/or select in-service training and ongoing training of staff in order to provide high quality services consistent with the philosophy of service-enriched assisted living.
- Direct and participate in all pre-move-in resident evaluations to ensure that the assisted living environment is appropriate for potential residents. Work with other departments and Executive Director to determine resident care plans.
- Plan and/or delegate work assignments assuring effective scheduling on a 24-hour basis.
- Supervise all staff that provides care services to residents.
- Facilitate and encourage family involvement with residents.
- Assist Executive Director in preparing the annual budget.
- Promote staff participation and involvement in the day-to-day operations and decision-making.
- Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints, and resolving problems
- Promote team building through participation and/or leadership at regular staff meetings.
- Excellent interpersonal, and communication skills.

Additional Skills and Abilities:

- CPR Certification
- Excellent verbal and written communication.
- Experience in behavioral health (Austen Riggs Center)
- Demonstrated experience in various systems/software/technology components, Microsoft, Etc.
- Experience analytics and strategy planning
- Organized and detail oriented
- Superior critical thinking, analytical, drafting, problem solving and negotiating skills.
- Speak English, French, Creole, Spanish
- Able to lead a diverse team.
- Perform duties in honest and ethical manner.

Professional References

Jhuana Berrouet
(857) 389 2038
Jhuanaberrouet@gmail.com

Duline Eugene
Heartland ManorCare
Administrator
(857) 277-4296

Nikki Jeune
Heartland ManorCare
Adminsitrator
(954) 465-4450

Nahshika Jackson
Heartland ManorCare
Administrator
(561) 254-6427

Dr. Trecia Mcfarlance
Community Medical Group
(646) 522-7571

Jemima Pierre
Community Medical Group
Director
(786) 277-8512

Salary History

Confidential Salary History

PT's
Operation Director
2018 – Present
Annual Salary: 85,000-90,000

Community Medical Group
Administrator
2017 – 2019
Annual Salary: $70,000

HeartLand Manorcare
Assistant Administrator
2014 – 2017
Annual Salary: $55,000

BenchMark Senior Living
Executive Assistant
2009 – 2013
Annual Salary: $50,000

Claudia A. Bray
PO Box 751
Riegelwood, NC 28456
(910) 508-5216
brayclaudia@gmail.com

June 27, 2019

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

Dear Human Resources:

It is with great interest that I respond to your recent job posting on your website for a Town Manager. I am enthusiastic about the scope of the position and I am confident that my experience and abilities closely match your criteria. My bachelor's degrees in Public Administration and Business Management, along with my professional experience, makes me an excellent candidate for this position. Please allow me to highlight my skills as they relate to your stated requirements.

I served seven years as the Town Administrator with the Town of Navassa. This position was my introduction to local government, and I was the Town's first Town Administrator. My role was new to the councilmembers, employees and residents. I knew I had to prove myself to everyone; therefore, building trust, transparency and communication was key to my success. I realize the importance of understanding the community, empowering the employees and cultivating change.

I learned a lot of things during my training with the North Carolina School of Government but there was one expression that an instructor told us that I always remember which was: "Because it was done that way for thirty years doesn't mean it was done right." With that, I had to show the value of change and how it would improve productivity because change was hard, and some resisted it.

Navassa is a small town and a portion of it is located along the Cape Fear River. To the developers it was a hidden jewel. Due to the economy during my tenure, the projects of development were placed on hold. However, the project on hold was a planned unit development which featured commercial, retail, multifamily, and single-family homes along the Cape Fear River. I understand the importance of development while keeping the characteristic of the Town. In addition, we had three residential subdivisions that were in the plan review stage.

As the Finance Officer, I planned, prepared and monitored the Town's budget. I reviewed the current and long-term financial status of the Town and recommended strategies of improvement. I developed additional long-term financial strategies for the Town and established budgetary guidelines to be used in the development of the annual budget. I also served as the Town's chief procurement officer under the provisions of North Carolina laws and Town policies.

I reviewed and analyzed the organizational structure and procedures and recommended improvements. Also, I developed and implemented new policies and procedures that did not exist; for example, purchasing, travel, accounts payable and credit card policies.

Community Development is vital to the Town. More importantly, so is attracting quality commercial development that will bring jobs while maintaining the characteristic of the town. Navassa didn't have a historic district but pursuing commercial development and creating jobs was their priority. In addition, the Town had several brownfield areas that required clean up and re-development.

I had the opportunity to work on four capital projects which included water and sewer line extension to an area that was not served and had been annexed into the Town, as well as a new senior citizen building. The Town received several grants that funded these projects. The biggest grant award was from Community Development Block Grant (CDGB). I was responsible for the bid process to obtain the engineer, CDGB Administrator, and construction company for all these grants. I managed all the state and federal government grants according to their requirements. I also assisted with the Park and Recreation Trust Fund (PARTF) grant to add a softball field and basketball court in the Town's new park. The Town was awarded the grant and the Phoenix Park is now complete. Prior to the PARTF grant, the Town received a grant from Eat Smart and Move More which purchased and installed playground equipment to Phoenix Park

The technology of the Town was outdated and/or obsolete. I researched and analyzed the most cost-effective way to improve the Town's technology. The most critical was the obsolete financial software, which needed to be replaced, and it was successfully implemented. Over a period of time, I implemented a new server to back up the staff's computers and installed a time clock system to automate the reporting of the staff time. A new phone system was purchased so that the two separate buildings could communicate and have proper phone coverage. Lastly, upgrading the old computers and outdated software with new Dell computers and the later version of Microsoft Office.

I understand your challenges with police service, as my prior employer experienced challenges of their own. After losing a Captain and Chief of Police, I researched the cost effectiveness of dismantling the police department and outsourcing with the county and another neighboring town. There were meetings and negotiations on what the cost would be and the amount of services these parties could provide. What was most cost effective, rebuilding the police department or outsourcing? Council decided to rebuild the police department.

During my tenure with the town, we were under investigation by the SBI. Therefore, I understand the frustration and uncertainty of being under investigation. Transparency and compliance are key. When I took over the finance functionality of the Town, I was successful at accomplishing the improvements of transparency and compliance with the local, state and federal finance requirements.

To improve employees' morale and cultivate change, I held a weekly staff meeting every Friday morning. The meeting opened with an employee telling a joke. Once the joke was told, the employee would select the next employee to tell the joke. I believe laughter is good for the soul. If an employee chose not to tell a joke, he or she would have to put a dollar in the joke jar. We used the money to buy a turkey for the Christmas luncheon.

My seven years exposed me to various challenges. Through those challenges, I learned the administration of municipal government and sharpened my leadership skills. From my prior employer, I was trained to be an information seeker which allowed me to be successful in my role as Town Administrator. I feel that my knowledge and experience can help Pembroke Park get through their challenges and focus on the Town's potential.

At the Town of Sandyfield, my current employer, I am the only employee and responsible for the day to day operations of the Town. To give you a snapshot of my contribution to the town, in the five years that I have been working, the general fund has increased from $241,650.00 to $459,836.00 and the water fund has increased from -16,840.00 to $58,870.00. Both continue to operate in the black.

I believe I can make a positive contribution to the Town of Pembroke Park. Unfortunately, due to a recent knee surgery that occurred on June 18, 2019, I will not be able to conduct an in-person interview. However, I am able to conduct an interview via Skype. I look forward to meeting you to further discuss this employment opportunity.

With Kind Regards,

Claudia A. Bray

Claudia A. Bray

P.O. Box 751 ◆ Riegelwood, NC 28456 ◆ (910) 508-5216 ◆ brayclaudia@gmail.com

Education & Professional Training

SHAW UNIVERSITY – RALEIGH, NC **MAY' 2013**
B.A - Public Administration
B.S. – Business Management

UNIVERSITY OF NORTH CAROLINA – SCHOOL OF GOVERNMENT
Municipal Administration – April' 2008
Municipal Clerk Certification – 2016
Introduction to Local Government Finance – 2016

Notary Public
A to Z Grant Writing
Federal Government Contracting – 2006

Setting the Right Rates for your System - 2017
Class B Water Operator Course - 2017

Professional Experience

Town of Sandyfield, Riegelwood, NC **2013-Present**
Town Clerk/Finance Officer
Performs statutory town clerk responsibilities: serves as custodian of official town records, collaborates with staff to prepare meeting packets and related materials, attends all board meetings, prepares board minutes, coordinate the advertisement of public hearings, special and emergency meetings and maintains annual meeting schedule for the city council.

- Keep current records of all advisory boards for the city; manage annual nominating and appointment process for advisory boards.
- Fulfill and coordinate all public information request according to the NC General Statutes.
- Provide administrative support to the Mayor and Council including correspondence, document production, file management, coordination of retreats, and related tasks.
- Responsible for preparation, review, and administration of Town budget.
- Prepare year end close and assist with the yearly external audit process.
- Approve of disbursement for goods and services within budget appropriations.
- Advise Town Council on all financial matters of the Town.
- Responsible for the Utility billing and collection activity.
- Perform the activities of Accounts Payable and Receivables.
- Manage the financial administration of Federal and State grants.

Town of Navassa, Navassa, NC **2006 – 2013**
Town of Administrator/Finance Officer
Accountable to the Town Council, the Town Administrator is the senior staff person responsible for providing leadership in the development, implementation and administration of all policies and programs established and approved by the Council in accordance with all applicable North Carolina laws and regulations.

- Developed long-term financial strategies for the Town and established budgetary guidelines to be used in the development of annual budgets.
- Served as the Town's chief procurement officer under the provisions of North Carolina laws and Town policies.
- Made strategic recommendations to the Town Council regarding priority initiatives, particularly related to finance, personnel, customer service and capital improvements.
- Responsible for the efficient administration of all departments and employees which included performance evaluations, process improvements.
- Processed payroll which included direct deposit, state retirement contributions, federal and state withholdings and all other payroll related activity.
- Responsible for planning, preparation and monitoring of annual budget.
- Prepare year end close and assist with the yearly external audit process.

Claudia A. Bray

-
- Public Water Administration. Responsible for completing the NC State statutory reports for the water system.
- Grant Management. Administered the process, financial guidelines and other reporting requirements for various State and Federal grants.
- Managed key Capital Improvement projects.
- Planning & Zoning Administration. Served as the Planner and Zoning Administrator for the Town of Navassa.

Grahams Construction, Inc., Delco, NC **2003-2006**
Office Manager/Contract Specialist
Performed a dual role as an office manager and contract specialist. Contract Specialist role, responsible for all federal government and state contracts. Prepared all Request for Proposal and upon award of contract, prepared the award package with applicable bonds. Office Manager role, responsible for day to day operations of the office including accounts payable, receivables and payroll. Also prepared correspondence, presentations and coordination of company's website.

- Handled all subcontractor agreements.
- Processed company payroll.
- Managed all Accounts Payables and Receivables.
- Utilized various software packages (i.e. Microsoft Word, Excel, PowerPoint, Access and QuickBooks).
- Performed QuickBooks entries (i.e. payroll, invoicing, estimates, change orders and purchase orders).
- Managed all company contracts.
- Developed company brochure and marketing presentations.

Nortel Networks Inc., Research Triangle Park, NC **1985-2002**
Account Relationship Prime
Proactively built and maintained effective relationships with assigned customer account by serving as a dedicated point of contact for all deliverables.

- Resolved unbilled receivables balances, which led to a reduction of $3M in overdue invoicing.
- Researched and resolved billed receivables balances contributing to a collection in past due invoices of $5.5M.
- Facilitated with order management team to resolve market inventory costs, which led to reduction of $7M.

Mgr., Market Order Management
Provided leadership and direction to the order management team to ensure timely and accurate order operations deliverable were met.

- Facilitated the transition of multiple product support into the order management division.
- Conducted training to new hires on order management processes and tools.
- Coached employees on performance gaps and developed strategies for improvement.
- Handled the departments recruiting, interviewing, and hiring of new employees.
- Managed employee's salary, success payout, and merit increase.
- Participated in salary planning and work force reduction activities.

Order Manager / Sales Support
Managed all aspects of end-to-end order entry function. Which included order input, sales compensation, and invoicing.

- Managed new contract definitions, implementation, and negotiation.
- Through research and analysis found a report error, which resulted in $6M of order and revenue.
- Compiled a report, which identified $20M of firm order where $5.8M was in backlog.
- Submitted monthly sales compensation to finance.

Marketing Specialist
Managed the Quote Tracking Database using File Maker Pro, which included tracking quotes, purchase orders, and invoicing. Submit monthly revenue reports to senior management.

- Performed department's order entry process, which included generating job numbers, invoicing and reconciliation.
- Prepared presentations and support material for marketing communication projects.
- Managed the administrative practices, which included phone coverage, travel arrangements, office supplies, conference room scheduling and maintained Vice President's calendar.

Claudia A. Bray

Administrative Specialist

- Managed the training coordinator process, which included schedule all training courses for Field Operations.
- Facilitated the Field Operation's new hire orientation program.
- Redeveloped and implemented the new Method of Procedure approval process throughout the Eastern Region.
- Developed and implemented the Contractor's Procurement procedure for the Eastern Region.

Marketing Scheduling Analyst

- Scheduled all orders from delivery to installation for assigned customer account.
- Provided technical interpretation of timing requirements and issues to various departments.
- Analyzed customer request and ensured achievable scheduling commitments.
- Interfaced and negotiated with sales, engineering, field operation and marketing to obtain solution to schedule conflicts.

Administrative Specialist

- Managed the update and entry in Installation Support System, which were timesheet entry, staff location, and Skilled Capability Records.
- Compiled K date report for regional Vice President.
- Directed customer phone calls to the Technical Assistance Center representative for technical assistance.

Skills Summary

- Human Resources
- Contract Administration
- Grant Writing/Administration
- Budget Preparation
- Team Leadership
- Process Improvement
- Web Page Design
- Payroll
- Accounts Payable
- Accounting/Bookkeeping
- Front-Office Operations
- Professional Presentations

References

- Allen Serkin – (910) 395-4553
- Elton Daniels – (910) 599-5961
- Michael Ballard – (910) 508-8062
- Craig Suggs – (910) 231-9045
- Julie Williams – (910) 452-0480

Salary History

- Nortel - $75,000.00
- Grahams Construction, Inc. - $33,280.00
- Town of Navassa - $48,000.00
- Town of Sandyfield - $33,000.00

MICHAEL L. BRILLHART Brillhart
180 20th Avenue SW – Vero Beach, Florida 32962 772.643.4874 • mmbrillhart@aol.com

June 27, 2019

Dierdre Davis, Administrative Assistant
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Re: Pembroke Park Town Manager Recruitment

Dear Ms. Davis:

Please allow me to enthusiastically submit this letter of interest for the Town Manager recruitment for Pembroke Park. My professional experience in local government administration will enable me to successfully focus personnel and organizational resources in the implementation of daily operations, services, and directives on behalf of the Town Commission.

Understanding the community's high quality of life for its residents and requisite for solid team-building and leadership in providing service excellence, I possess a versatile executive level background in managing municipal operations, finances, infrastructure programming, and economic development. My personal and professional skills include:

- Keeping staff and officials informed on the status of fiscal matters and priority projects
- Executing policies and legislative actions
- Maintaining an awareness of key issues and the ability to coordinate accompanying actions

Throughout my career I have taken on diverse challenges and proven my ability to deliver positive results. With my considerable Florida-based experience and proven history of accomplishments, I believe I am well-equipped to competently serve in the Pembroke Park Town Manager position.

Accordingly, I have enclosed my resume for your review. Thank you for your consideration of my qualifications.

Sincerely,

Michael L. Brillhart

Michael L. Brillhart, MPA

Enclosure: Resume

MICHAEL L. BRILLHART

180 20th Avenue SW – Vero Beach, Florida 32962 772.643.4874 • mmbrillhart@aol.com

Local Government Executive with vast and effective public sector management experience. Foster extensive networks at all levels within local government utilizing exceptional ability to build strong relationships and contribute to organizational goals. Geared with a multitude of versatile skills in operational optimization, technical & strategic planning, personnel management, finance & budgeting, and intergovernmental relations.

Areas of Expertise include:

- ✓ Strategic Planning
- ✓ Customer Relations
- ✓ Legislative Affairs
- ✓ Intergovernmental Relations
- ✓ Economic Development
- ✓ Fiscal Management & Budgeting
- ✓ Public & Media Relations
- ✓ Organizational Performance
- ✓ Personnel Management

EXPERIENCE & NOTABLE CONTRIBUTIONS

2017 – CURRENT **EXECUTIVE PLANNING CONSULTANT**
MLB CONSULTING • Vero Beach, FL
Manage and perform executive planning services for private, not-for-profit, and public sector clients with oversight of technical planning studies and research.

- Consulting functions include: organizational evaluation, financial analysis, land development site planning, strategic planning, grants writing, and planning for capital infrastructure projects.
- Currently serving as an interim village administrator with responsibilities in managing day-to-day operations, personnel, communications, & intergovernmental relations during a management transition

2016 – 2017 **COUNTY/CITY MANAGER**
CONSOLIDATED CAMDEN CITY/COUNTY • Camden, NC
Managed day-to-day operations for the Board of County Commissioners serving a constituency of 10,250 with oversight of 100 personnel.

- Served as the Budget Manager with coordination of the annual budget; oversight of legislative affairs, and functioned as liaison on regional emergency management efforts
- Kept Commissioners informed of current financial condition
- Prepared Commissioner's meeting agendas and intergovernmental memorandums

KEY ACCOMPLISHMENTS:

- Coordinated planning for new Public Services Building and wastewater treatment plant facilities
- Presented Commissioners with a cost savings based FY2017-2018 budget
- Coordinated the reception of a $1.75 million U.S. EDA grant for wastewater treatment

2013 – 2016 **INTERIM COUNTY ADMINISTRATOR**
BARNSTABLE COUNTY • Barnstable, MA (Cape Cod)
Directed day-to-day operations for the Board of County Commissioners with service delivery to a regional population of 215,000. Managed 14 departments, 330 personnel, and general fund appropriations in excess of $80 million.

- Coordinated intergovernmental relations, legislative affairs, regional IT service enhancements, emergency management planning, and annual budgeting
- Kept Commissioners informed of the current financial condition and prepared financial reports
- Directed human resources including recruitment, compensation, and collective bargaining
- Prepared Commissioner's meeting agendas and intergovernmental memorandums

KEY ACCOMPLISHMENTS:

- Implemented a personnel based Succession Plan; hired & promoted Director level positions
- Created a 5-Year (short-term) Strategic Plan for the County

MICHAEL L. BRILLHART

180 20th Avenue SW – Vero Beach, Florida 32962 772.643.4874 • mmbrillhart@aol.com

2004 – 2013 **STRATEGIC & ECONOMIC DEVELOPMENT DIRECTOR**

ST. LUCIE COUNTY • Ft. Pierce and Port St. Lucie, FL

Managed comprehensive business, fiscal, strategic planning, economic and legislative affairs for the Board of County Commissioners serving a population of 290,000. Led and coordinated economic development business incentives, impact fees, and grants. Identified, cultivated and developed productive relationships as the County's legislative liaison as part of the $145 million general fund budget.

- Administered personnel actions including hiring, termination, supervision, and disciplinary actions
- Prepared county Development Agreements and policy ordinances & resolutions
- Met and corresponded with state and federal legislators regarding legislative requests

KEY ACCOMPLISHMENTS:

- Acquired $9 million in FHWA monies to assist in the construction of the new Crosstown Parkway project
- Coordinated the national award winning *Towns, Villages and the Countryside (TVC)* - Joint Area Planning

1995 – 2004 **SENIOR EXECUTIVE CONSULTANT**

PROFESSIONAL PLANNING SERVICES GROUP • Orlando, FL

Managed and administered oversight of all financial and administrative functions relating to professional consulting services for organizational master plans, regional land planning and capital engineering projects.

- Developed community master plans and land use plan updates
- Served as the interim Executive Director for the Peoria, IL - Tri-County Regional Planning Commission
- Prepared grant applications to the following federal agencies: FHWA, EPA, HUD, DOE, FTA, and FEMA
- Served as interim City Administrator for Paris, IL for 2 years.

KEY ACCOMPLISHMENTS:

- Analyzed the creation of Community Redevelopment Areas (CRA) in Ohio, Illinois and Florida
- Designed and drafted site plans for new Planned Unit Developments in Florida
- Provided transportation planning consulting services for Hillsborough County, Florida

1990 – 1995 **CONCURRENCY INFRASTRUCTURE MANAGER**

PINELLAS COUNTY • Clearwater, FL

- Managed a land development concurrency infrastructure system serving a population of 900,000
- Oversight of new land development and Developments of Regional Impact reviews
- Managed ongoing capital planning grants in excess of $12 million

KEY ACCOMPLISHMENTS

- Prepared and managed a $2.5 million FHWA congestion mitigation recreational trail grant
- Drafted and implemented the county's five-year Capital Program in excess of $500 million

EDUCATION

Master of Public Administration, Public Management
UNIVERSITY OF SOUTH FLORIDA | Tampa, FL

Bachelor of Science, Urban Administration/Urban Studies
UNIVERSITY OF CINCINNATI | Cincinnati, OH

AFFILIATIONS

International City/County Management Association *(2016 Service Excellence Award)*
Florida City/County Management Association
North Carolina Association of County Commissioners

MICHAEL L. BRILLHART
180 20th Avenue SW – Vero Beach, Florida 32962 772.643.4874 • mmbrillhart@aol.com

Professional References

Stephanie Jackson	Human Resources	Camden County, NC	252.338.6363 x106
Justyna Marczak	HR Manager	Barnstable County, MA	508.375.6646
Mary Pat Flynn	County Commissioner	Barnstable County, MA	774-255-1174
Don West, P.E.	Public Works Director	St. Lucie County, FL	772.462.1659
Gina Harvey	Planning Manager	Pinellas County, FL	727.464.8200

Salary History

Consultant	$50 - $75/hour
City/County Manager	$105,000
Interim County Administrator	$150,000
S&ED Director	$106,000

BRYAN

Gerald (Tony) Bryan, Jr
3811 SW 160th Ave, 201
Miramar, FL 33027
geraldbryanjr@gmail.com
305.401.6686

To: Town of Pembroke Park Mayor and Town Commission
Via: Dierdre Davis
3150 SW 52nd Avenue
Pembroke Park, FL 33023
administrativetemp@townofpembrokepark.com

Dear Mayor and Commission,

I am writing to express my interest in the Town Manager position. I have more than two decades of professional experience which includes eight years of experience working in a Town in Broward County of approximately 6,700 full-time residents with a commission-manager system of government. In my roles as the Town's Finance Director, Assistant Town Manager, and Deputy Town Manager I was afforded the opportunity to manage and direct a broad range of municipal operations including finance, public works, code enforcement, building department, and solid waste.

Throughout my career, as an auditor, and more recently as a local government official, I have provided independent objective evaluations of financial and operational activities to senior management and elected officials and I will continue to do so if I am hired as your next Town Manager. Additionally, I have a consistent record of affecting positive change in the organizations that I've worked for by streamlining processes, improving controls, reducing costs, and/or increasing revenues. My accomplishments during my tenure at the Town include:

- Correcting significant deficiencies related to financial reporting;
- Managing the upgrade of the Town's IT infrastructure;
- Implementing credit card capability in Town Hall;
- Identifying and correcting utility billing errors totaling in excess of $80,000;
- Saving the Town approximately $150,000 in interest and penalties by renegotiating the terms of a $4 million note payable;
- Reducing property and liability insurance costs by approximately 50%; and
- Reducing employee health insurance costs by approximately 30%.

As a manager I treat everyone with respect and I focus on capitalizing on people's strengths. I'm known for being approachable but direct and firm when necessary. I am very interested in the opportunity and I'm confident that I can do an excellent job.

Sincerely,

Gerald (Tony) Bryan, Jr.

GERALD (TONY) BRYAN, JR

3811 SW 160th Ave, 201, Miramar, FL 33027 ♦ 305.401.6686 ♦ geraldbryanjr@gmail.com

PROFESSIONAL SUMMARY

Customer service-oriented professional with more than two decades of experience affecting positive change and advising and collaborating with senior management, external auditors, and elected officials. Areas of expertise include contract negotiations, financial management, profit optimization, process improvement, and consensus building. Outstanding technical skills with a reputation as a direct, honest, and approachable professional with impeccable integrity and ethics.

SKILLS

- Local Government
- Public administration
- Business Acumen
- Contract Negotiation
- Financial Management
- Profit Optimization
- Process Improvement
- Project Management
- Budgeting
- Consensus Building

WORK HISTORY

Town of Lauderdale-By-The-Sea, FL – Lauderdale-By-The-Sea, FL
Deputy Town Manager, 07/2017 to 06/2019
Assistant Town Manager, 05/2016 to 06/2017
Director of Finance & Budget, 05/2011 to 04/2016

- Directed accounting and financial activities; managed IT, parking management, and solid waste collection, disposal, and recycling contractors; and supervised Development Services Director, Public Works Director, Town Clerk, and Public Information Officer.
- Corrected significant control deficiencies related to payroll, revenue accounting, accounts payable, and fixed asset accounting.
- Renegotiated terms of $4 million note payable saving approximately $150,000 in interest and penalties.
- Managed upgrade of Town's IT infrastructure.
- Identified utility billing errors totaling more than $80,000.
- Reduced property & liability insurance costs by approximately 50%.
- Reduced employee health insurance costs by approximately 30%.

Carnival Cruise Lines – Miami, FL
Vice-President Shipboard Financial Operations, 04/2010 to 02/2011

- Directed shipboard accounting and financial activities of world's largest, most profitable cruise line.
- Managed team of 150 accounting and IT professionals.
- Reorganized shipboard cash handling and accounting activities resulting in $1 million reduction in working capital.

Carnival Corporation – Miami, FL
Director Audit Services, 12/2006 to 03/2010
Manager Audit Services, 12/2003 to 11/2006
Senior Audit Consultant, 06/2001 to 11/2003

- Developed annual audit plan for Carnival Cruise Lines based on top-down assessment of risk and directed execution of audit plan reporting results to Board of Directors and Senior Management.
- Worked with Corporate Legal, Human Resources, and Security & Surveillance to investigate alleged improprieties.
- Managed 2006, 2007, and 2008 assessments of key controls.
- Reviewed work-papers to ensure compliance with internal documentation and quality standards.
- Proposed reorganization of housekeeping function resulting in $4 million reduction in annual payroll expense.
- Performed analysis of timekeeping and building access data which resulted in 13 people being terminated for payroll fraud.

EDUCATION

Master of Arts: Accounting, 2013
Nova Southeastern University - Davie, FL

MBA: 1994
Loyola University New Orleans - New Orleans, LA

Bachelor of Arts: Economics, 1991
Tulane University - New Orleans, LA

CERTIFICATIONS

- Certified Public Accountant (CPA)
- Certified Internal Auditor (CIA)

Gerald (Tony) Bryan, Jr
3811 SW 160th Ave, 201
Miramar, FL 33027
geraldbryanjr@gmail.com
305.401.6686

To: Town of Pembroke Park Mayor and Town Commission
Via: Dierdre Davis
3150 SW 52nd Avenue
Pembroke Park, FL 33023
administrativetemp@townofpembrokepark.com

Re: Salary History

Dear Mayor and Commission,

At the June 27, 2017 meeting, the Lauderdale-By-The-Sea Town Commission approved the creation of a Deputy Town Manager position. The following day I was promoted from Assistant Town Manager to Deputy Town Manager at a salary of $142,438.93.

Sincerely,

Gerald (Tony) Bryan, Jr.

Professional References for Gerald (Tony) Bryan

Paul Zacharski, CFO & SVP Finance & Administration Carnival Cruise Lines (retired). I had the pleasure of working with Mr. Zacharski from 2001 to 2010 in the following capacities:

- From 2001 to 2005 I audited a number of functions that Mr. Zacharski managed.
- In 2006, 2007, and 2008 I managed the Sarbanes-Oxley assessment of key controls and Mr. Zacharski certified that controls were designed and operating effectively based on my assessment of those controls.
- In 2010 Mr. Zacharski became my direct manager when I joined Carnival Cruise Lines as the Vice President of Shipboard Financial Operations.

Mr. Zacharski can be reached at (954) 928-1437 and via email at paulzacharski@gmail.com

Connie Hoffmann, Town Manager Lauderdale-By-The-Sea, FL (retired). I had the pleasure of working with Ms. Hoffmann from 2011 until she retired in 2016. I served as the Finance Director and she was my direct manager. Ms. Hoffmann can be reached at (954) 303-6890 and via email at conniehoffmann@hotmail.com.

Ralph Bentley, Town Manager Lauderdale-By-The-Sea, FL (retired). During my tenure as Finance Director for the Town of Lauderdale-By-The-Sea Mr. Bentley served as Assistant Town Manager. When Mr. Bentley was appointed as Town Manager in 2016, he became my direct manager and promoted me to Assistant Town Manager. Mr. Bentley promoted me to Deputy Town Manager in 2017 and I had the pleasure of working with Mr. Bentley until he retired in 2019. Mr. Bentley can be reached at (954) 609-2444 and via email at bentley124@gmail.com.

Scot Sasser, former Mayor Town of Lauderdale-By-The-Sea, FL. Scot Sasser served as a Town Commissioner from 2010 until he was elected Mayor in 2014. He served as Mayor until 2018. Mayor Sasser can be reached at (954) 560-4629 and via email at scotsasser@gmail.com.

Mark Brown, former Vice-Mayor Town of Lauderdale-By-The-Sea, FL. Mark Brown served as a Town Commissioner from 2012 until he was named Vice-Mayor in 2016. He served as Vice-Mayor until 2017. Vice-Mayor Brown can be reached at (954) 802-8167.

CAMEJO

To Whom It May Concern:

I would like to express my excellent qualifications for the vacancy of **Town Manager.**
All my skillsets are completely transferrable into any field.

My skills and experience:

- Leadership and collaboration that will manage the changing priorities within the corporation.
- Highly regulated work experience including healthcare, underwriting and brokering mortgages.
- Superior communication skills which includes being bi-lingual (Fluent: English/Spanish).
- Strictly guided by ethics and guidelines.
- Work environment friendly including sedentary to moderate activity, using many electronic and complex equipment.
- Experience, versatility and knowledge: Microsoft Word, Excel, PowerPoint, Access, Lotus Notes, Outlook, Sharepoint, CONGA, Procore, Dibbs, WAWF and Salesforce, over 15 years.
- Work in teams and independently as needed.
- Detail oriented with excellent organizational skills.
- Proactively recognize priorities.
- Quality assurance expertise: staying in line with current regulations and ethical standards.
- Establish, monitor and maintain files, reports and signature sheets, uploaded into corporate dashboards.
- Prepared forms and documents for compliance and audit purposes, concluding with inspections.
- Support all departments to expedite information and resolve concerns.
- Oversee daily work activities and assignments of each section including technical oversight for workload completion over 15 years.
- WPM 75

I would appreciate having the opportunity to discuss with you why I believe I have the right qualifications, enthusiasm, dedication and character for the position of Contract Specialist, Contract Manager. My references can attest my ability to learn quickly, decision making attributes, assessment and resolution capabilities. I thrive on new challenges and will spend the time and effort it takes to succeed. I can be reached by phone after 10:30 a.m. daily at 954-464-0462 or e-mail at lcj1296@gmail.com.

Sincerely,

Lisette Camejo

LISETTE CAMEJO

lcj1296@gmail.com Cooper City, FL 33328 (954)464-0462

TOWN MANAGER [English/Spanish Fluency: Expert]

Over 2 year of experience in a municipal procurement setting.
Expert: MS Office: (VLOOKUP and Pivot Tables), Outlook, VISTA, IMMS and Web Application IMMS, Cerner and Cerner Millennium (Super User), Pro Touch, Lawson, LabTrak, Drug Test Network, MEDEX, Apollo. Sharepoint, Conga, DIBBS and WAWF *(tutorial)*
Excellent proactive communication with physicians, nurses, buyers, field service engineers, pharmacists, inspectors, directors, administrators, media, appraisers, inspectors via phones, e-mails, incident reports, log books, corrective reports, and in person. Tactful and customer service driven. Investigate and resolve disputes and concerns.

LICENSES: (CLEARANCE, DAWIA AND FAC-C ELIGIBLE)

Contract and Commercial Manager Practitioner, IACCM, current and active
Clinical Laboratory Supervisor, Licensed in State of Florida, current and active
Mortgage Broker (Florida)-2006

EDUCATION ACCREDITATION, MEMBERSHIPS:

Barry University, Miami Shores, FL - Bachelor of Science in Biology
Broward College, Davie, FL - Associate of Science in Business Administration
Contracting and Procurement: Defense Acquisition University- continuous learning: CLL 121, CLC 056, CLC 104;
ARMDEC (United States Army) –DCAA: 1113, 1114, 1601, 1602, 1603, 1121, 1211 (2015)

WORK EXPERIENCE:

Immunolab, Pompano, FL
Laboratory Supervisor **10/2018-present**
Manage laboratory equipment, quality assurance, quality control, calibrations, parallel studies, and validations. Repair and resolved instrumentation issues. Verify patient results. Salesforce verification. Box review.

- Purchase Lab Inventory. Consolidated test panels, re-mapped instrument and components on Orchard (LIS).

Reliance Laboratory Testing, Inc., Sunrise, FL
General Supervisor **9/2014-6/2018**
Managed laboratory equipment, quality assurance, quality control, calibrations, parallel studies, installation and validations. Repair and resolved instrumentation issues. Verify patient results. Purchased all lab inventory. Excel spread sheet formulas made to establish and maintain lab inventory and consumable cost

- Trained six employees and completed their competencies
- Administered the LIS (LabTrak) and MEDEX thru various functions of the software as needed including but not limited to user log ins, generic sample or test comments, patient identifying data, result alarms, result replacement, billing account set up, location mapping, templates, log in with active links, upload and resolve patient data into Drug Test Network and Apollo.
- Super User and Liaison with Programmers for LabTrak, MEDEX, Apollo and Drug Test Network including representatives of Global, Medical Lab Solutions and Alternative Biomedical Solutions

Rejuvenate Massage and Wellness, Inc., Davie, FL
General Manager **11/2013-9/2014**
Executed product orders, maintained inventory of equipment and supplies. Purchased miscellaneous items from Petty Cash account, journalized and reconciled accordingly
Scheduled wellness events, community exposure and courtesy callback for client visits

- Composed memoranda on demand, using Word and/or Excel charts or tables to provide information. Created post cards and business flyers. Managed all mail
- Managed appointment schedule for massage therapy services increasing sales from 7 clients to 19 clients per month

Kindred Healthcare, Hollywood, FL
Laboratory Coordinator **8/2012-11/2013**
Directed POC testing including quality control and linearity tests.
Liaison between physicians, couriers, laboratories and administration to expedite patient information and care
Managed evaluated and coordinate phlebotomists daily activities including scheduling and vacation requests
Initiated Blood Bank expense reduction from $504000 to $198000. Increased Blood Bank revenue by $292,000
Responsible for maintaining laboratory inventory. Ensured optimum shipping arrangements for cost-savings

- Controlled overutilization of specified tests decreasing laboratory charges from $10,000 to $3000. Identified and minimized overutilization of blood transfusions by 73%. Reduced courier expenses by a minimum of 1.8% per year of service
- Created, copy, edit, store, retrieve and print forms, memos, statistical information and letters attaching them to either e-mail or corporate dashboards

Bayview Asset Management, Coral Gables, FL
Junior Underwriter **2012**
Analyzed and determined client eligibility for FHA, VA, Conventional and Jumbo loan modification following lender guidelines and Freddie Mac regulations

- Created Underwriting Excel log sheet for all Junior Underwriters. Checked files for compliance and cleared income for underwriters and know Title Insurance, schedules and endorsements

Coral Gables Hospital, Coral Gables, FL
Clinical Lab Supervisor **2011-2012**
Purchased Chemistry department and office supply inventory using optimum proacactive shipping arrangements and standing orders, occasional Travel Requisition, created bin locations. Cost analysis done for urine chemistry testing
CAP Inspector
Performed specimen multi-testing within preset time constraints in fast hospital lab environment. Ensured there were zero negative patient outcomes using best practices and strong analytical skill and attention to detail

- Created spread sheet (Excel) for quality control calculations and inventory formula. Removed or edited superfluous forms. Ad-hoc reports for reagent usage and turn around studies
- Created reference ranges, default disclaimers and auto-verification parameters for Cerner Millennium as Super User

Memorial Healthcare Systems, Pembroke Pines, FL
Medical Technologist **1999-2010**
Ensured there were zero negative patient outcomes using best practices and strong analytical skill and attention to detail

- Trained two employees to fulfill organization competencies and assisted in SoftLab/GUI upgrade
- Investigate and resolve instrumentation issues.

Broward General Medical Center, Fort Lauderdale, FL
Medical Technologist **2000-2003**

- Trained three employees to fulfill organization competencies
- Investigate and resolve instrumentation issues.

OTHER EXPERIENCE:

United States Southern Command, Volunteer Services: 2012
Miami VA Healthcare System, Department of Finance: 2010; Manage the employee database for travel vouchers, ensure that the employee is registered in voucher program upon disbursement. Assemble and maintain, voucher amounts in van pool files. Discussed and assist VA transit program and forms with employees. Process wage garnishment. Analyzed and saved department over $400 in office supplies, postage and time. Assisted with flu shots, reminder calls, medical supplies, front desk and ability to calm irate patients. Trained in Travel Clerk responsibilities.
City of Miramar, Contracting and Procurement 2014: Participant Request For Information (RFI) Building project over $10 Million dollars. Assemble bid packets. Researched and evaluated vendors Review contract for Emergency Vehicle Sensors Vendor payment plan.
Florida State Government Office, Senator Eleanor Sobel: 2010-2011; Answer calls, create spreadsheets tracking constituents opinion. Organize newspaper, media and educational meetings for Senator Sobel.
Town of Davie, Procurement Department: 2017; Vendor Performance Meeting participant with Town of Davie Police Jail Manager to rectify vendor concerns.

IACCM
International Association for
Contract & Commercial Management

Lisette Camejo

Successfully completed the program requirements for

Contract & Commercial Management Certification

and is awarded the status of

Practitioner (CCMP)

Tim Cummins
CEO IACCM

Certificate Number
180318004

This Certification is only valid with active IACCM membership

administrative temp

From: Lisette C <lcj1296@gmail.com>
Sent: Saturday, June 15, 2019 12:02 PM
To: administrative temp
Subject: TOWN MANAGER
Attachments: cvr ltr Town Manager.docx; TOWN MANAGER DAWIA FAC-C.docx; IACCM Certificate(1).pdf

Diedre Davis,

Hope all is well.
In response to the Announcement for Town Manager I am attaching my cover letter, resume and Contract Management Certification to this e-mail.
Due to pay equity bias based on previous pay, I am not turning in my pay history. The *average* salary of a Town Manager is $106,000.

References:

1. JOSE PRENDES	MEDEX OWNER	786-234-1139
2. DEBORAH BRINKMAN	CONSULTANT	909-263-4679
3. WOMESH SAYWACK	CHIEF OF FINANCE	561-395-5031
4. AARON DURALL	LAWYER, ATTORNEY	954-478-0940
5. MJR. ROBYN BOGLA	VETERANS ADMIN	954-475-5500 E:5641
6. DR. MOHAMMAD REMTULA	DIRECTOR LAB	954-292-1256
7. PEDRO RODRIGUEZ	POLICE OFFICER	786-274-0101

Thank you,
Lisette Camejo
954-464-0462
/********** EMAIL DISCLAIMER **********/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

DAY

Timothy James Day
2593 Sawgrass Lake Court
Cape Coral, FL 33909
Cell: (239) 233-4496

June 13, 2019

Dear Mayor and Commission Members, Town of Pembroke Park,

Respectfully, I would ask that the Commission consider me for the position of Town Manager for the Town of Pembroke Park. I am sure that I am able to provide the superior level of service that the Commission and residents of Pembroke Park deserve. My background is unique because I have served large and small municipal governments. What I have learned is that serving smaller municipal governments requires a manager who can not only oversee departments but has practical hands on knowledge in the operation of those departments; I have that knowledge and experience. For 10 years while serving as Director of the Police/Fire Academy I managed a multi-million dollar budget, and 140 employees. I also had hands on experience in Melbourne Beach and Greenville as the Town Manager who constructed the budgets and managed the daily financial operations as well as all the other municipal departments. Certainly, I realize the obstacles the Commission of Town of Pembroke Park and it residents have had to endure through no fault of their own. My promise is to work with each Commission Member as closely as possible to resolve the remaining issues in a professional manner and restore their faith in their administrator. I will extend that level of commitment to each and every employee of Pembroke Park to make sure that they know they have a manager who truly cares about them. The residents will always be my top priority. Making sure that they see noticeable upgrades in the community are vitally important. They will have access to me at their convenience and repairs in the community will be obvious. The position of town manager is about service and I will deliver exceptional service in a respectful and consistent manner.

Over the years I have written my own grants and even more importantly properly managed those grants. I have obtained the following grants for the governments I served; Florida Inland Navigation District, Florida Department of Transportation, FEMA, Department of Home Land Security, Community Development Block Grants, Florida Department of Law Enforcement, Florida Recreation Development Assistance Program, and D.O.J. Community Orientated Policing Services. I have also obtained low interest loans through the D.E.P. for waste water collections. I would like the Commission to know I will use my expertise in the area of grant writing without hiring outside grant writers.

Over the past few years I have changed positions more than I would have liked to, do to family issues. Specifically my high school aged children's reluctance to relocate precipitated those moves. I can assure the commission my intention would be to serve the Town of Pembroke Park to the best of my ability for as long as the Commission would want me to serve. The family issues have been resolved with my children's enrollment in college.

You will discover via my resume that I have worked in State, County, City and Town governments in the State of Florida for almost 25 years. There is not a municipal department that I am uncomfortable working with. I am extremely loyal and would do everything in my power to provide you with the most accurate information to assist the Commission in making decisions. In every position that I have served I have always been able to achieve demonstrative improvements in those communities and I would enjoy elaborating that further should the Commission wish to do so.

Largely my career has been in the area of public safety. I spent 10 years with the Providence R.I. Police Department, 5 years with the Florida Department of Law Enforcement, and 10 years as the Director of the Southwest Florida Public Service Academy (Police/Fire/Public Works). During the later 10 years I served as Director I was responsible for Law Enforcement, Fire, Corrections, Public Works and EMS training for a 5 county area.

In 2012, I retired from that position to pursue my goal of becoming a City/Town Manager which I did in Greenville, Florida and eventually in Melbourne Beach, Florida. These two positons allowed me to further develop skills and gain practical experience that I believe would be vital to the Town of Pembroke Park. I have successfully managed the following municipal departments; Police, Fire, Public Works, Parks and Recreation, Potable Water, Waste Water, H.R., Finance, and even a cemetery.

I also have significant experience as an elected official, experience in working with union contracts, land use, zoning, Utility Expansion, HR, and large municipal budgets. Below I have tried to demonstrate some areas of experience I have that could benefit the Town of Pembroke Park;

1. **Fiscal Management**- for 10 years I served as Director of the Police, Fire. Public Works, EMS, Corrections and Public works training for a 5 county service area in Southwest Florida. The budget exceeded 4 million dollars and I never operated in the red. Having served on the Cape Coral City Council for 9 years was another example of my fiscal management. During that time period we established reserve accounts and kept the city in the black, even during the downturn in 2007-2009. There were many unique circumstances we faced and frankly it was my drive and determination that saved over 150 municipal jobs during the recession. Over the past 3 years I have been a Town Manager in the State of Florida and I have always worked within the budget that was established. I would also like to mention that I have been subject to financial audits internally as well as from the Florida Department of Law Enforcement and the Office of the Auditor General. During those audits I have never had a finding and I am proud to report that.

2. **Team Management**-I have had large numbers of employees working for me over the years. The Police/Fire Academy for example had 140 employees under my direct supervision. During that 10 year period I had staff meetings with my management team weekly. Certainly, I always listened to their concerns and ways to improve processes. What was always known by every employee who served with me is if they had an issue that needed attention they could come to me at any time day/night. I have extended this philosophy to all of my positions I have served in since then.
3. **Written/Verbal**- I developed a newsletter for the academy programs which came out once every three months. I also developed a website and a mass email list in order that I could get stakeholders notified of advancements of issues rapidly. I have also updated the websites for every agency I served to make them more user friendly. Communication is vital to ensure residents are always kept in the loop of what is going on in their community.
4. **Community Relations**-this is an area that I am sure the village council realizes must be achieved to void rumors plaguing any municipality. While a councilmember in the City of Cape Coral I always attended community meetings, neighborhood meetings and events that took place weekly or monthly. It is important to always be visible and accessible and keep in touch with issues citizens have. More importantly it gave citizens a way to get through government bureaucracy and get accurate information.
5. **Technology**-obviously is always changing and embracing that change is a duty of government officials. Using technology to communicate with citizens must always be explored. I have utilized technology to determine where we see spikes in crime and then responding accordingly. Technology has also been used by me to find quicker ways to monitor the finances of the communities I served. I have just upgraded the accounting system at the positon I am in now. The reason for this upgrade was I wanted to be able to have financial data in real time. Waiting

for monthly banks statements was just not acceptable. Technology has also created websites that not only push out information but allow residents get their questions and concerns resolved and it is something to strive for.

6. **Economic Development**-I have served on the local CRA in Cape Coral for 3 years. We did everything from establishing Tax Increment Financing (T.I.F) to ensuring the current zoning met the needs of the businesses in the area. I was also involved in the expansion of the C.R.A. which was truly a challenge. When a C.R.A. is expanded as the city eventually did, we had to clearly articulate why we felt the area was blighted under the law. Our conditions did not meet the traditional standard but we overcame the issues. That area is thriving today because of steps we took in the early 2000's.
7. **Labor Relations**-It is a difficult challenge at times and rewarding at other times. At the academy I had 3 union groups and in the City of Cape Coral we had 7 union groups. In the city I was the lead person with negotiations of the Police and Fire contracts because of my background in public safety. At the academy I directly worked with the 3 bargaining groups. My position was always to be fair, neither giving away the store nor being heavy handed and not listening. Most of the union board members I believe realized that I was always fair and respectful. I have always kept in the forefront that tax dollars belong to the people and I have never lost sight of that.
8. **Intergovernmental**-this is extremely important to the success of the communities I served. Working with the County Commissioners ensured that they never forgot about their roadways that came through the city limits. Working with our State Legislative team is the reason that state road 78 was widen 5 years before the FDOT plan called for it to be done. This led to large advances in economic development in the city of Cape Coral. My relationships with other elected officials allowed the agencies I served to have closer access to county, state and federal information and grants. In the Town of Greenville I was able to secure FDOT grants and CBDG grant funding by staying in touch with elected officials and administrators in those agencies.

My career is unique having been an elected official in the City of Cape Coral-Councilmember/Mayor Pro-Tem, Law Enforcement career that spans several decades, Town Manager in Melbourne Beach and Greenville, and as a Community Association Manager. What I have learned through these experiences is how to manage people and budgets while keeping the residents I have served always in the forefront. Quality of life for the residents of any community is paramount. Quality of life is the reason people live in certain communities and it is not an expectation rather it's a requirement that government deliver that lifestyle.

In closing, I would like you to know that I would consider it an honor and privilege to discuss my credentials in greater detail should you wish to do so. I truly wish you the greatest success and I would be honored to serve the Town of Pembroke Park.

Respectfully,

Timothy Day
(239)233-4496

TIMOTHY JAMES DAY

2593 Sawgrass Lake Ct. | Cape Coral, FL 33909
239.233.4496 | timday1212@gmail.com

GENERAL & OPERATIONS MANAGER

Financial Stewardship | Staff Administration | Project Controllership

Demonstrated leader with more than 25 years of experience directing programs and teams to achieve goals and objectives by ensuring organization standards of performance are developed and met. Expert at leading the day-to-day operations of facilities and programs include budgeting, human resources, and organizational planning. Results-driven professional with a history of driving decision-making and process improvements to boost the bottom line or solve issues. Excel at directing and coaching teams on responsibilities and policies to ensure procedural compliance. Seek a management role at an organization that values a professional with a proven track record of hard-work, results, and dedication.

- Financial Transactions
- Operations Streamlining
- Process Improvements
- Administrative Procedures
- Capital Improvement Projects
- Business Development
- Problem Solving
- Conflict Management
- Attention to Detail

Licensed Community Associailton Manager CAM39746
Real Estate Sales SL3433381

PROFESSIONAL EXPERIENCE

COMMUNITY ASSOCIATION MANAGER- C.A.M. 11/2018 - Present
Currently, I am managing approximately 503 units in the City of Fort Myers. I develop the budget, handle all financial matters, employees and work with the Boards of Directors. I am also a licensed real estate agent.

SEVEN LAKES ASSOCIATION 8/2017 -10/2018
GENERAL MANAGER-C.A.M.
Currently, I serve as the General Manager of the Seven Lake Lake Association. I managed a 9 million dollar budget and oversee a staff of 61 full time staff. It is my responsibility to develop and implement the annual budget and work with the Board Members of the Association to ensure the all of the residents needs are met. This Association is comprised of and 18 hole Golf Course, Full Service restaurant, and 1096 condominium units. The facility is different from most associations in the State of Florida because there are 29 separate condominiums that are under the the Seven Lakes Association. Each of those 29 condominiums has an elected representitives also that I work with. I am responsible for every aspect of the community; restaurant, golf course, pools, tennis, bocce, fitness center, wood working shop, HR, Finance, Maintenance, Grounds, Security.

TOWN OF MELBOURNE BEACH, FL 2015 – 2017
Town Manager
I served as the Town Manager of Melbourne Beach, Florida. I am responsible for all aspects of government; Police, Fire, Public Works, Parks, Human Resource, and Budget. During the past several months I have re-written the towns Policy and Proceedure Manual, Updated the Land Development Code, re-designed the Computer System (moving away from operating in the Cloud), re-organized the Fire Department and made many upgrades to the physical environment. I am also developing a comprehensive Capital Improvement Plan which has never been done. I have also implemented an employee evaluation process which highlites employee strengths and weaknesses. Recently, I developed the budget for 2016-2017. My duties also include setting up all City Commission, Planning and Zonning, Board of Adjustment, Enviromental Advisory, Police Retirement, and Parks Boards Meetings.

TOWN OF GREENVILLE, Greenville, FL 2016
INTERIM-Town Manager

I served as the Town Manager for the Town of Greenville, Florida. I am responsible for the following areas of government; Budget, Personnell, Water, Sewer, Human Resources, Fire Department, Parks, Garbage Removal, Economic Development and Cemetary. I am also responsible for grant writing and proposals. During my tenure I have also made important recommendations in the CDBG application was recently approved. I was also approved for an FDOT grant application on 9/24/2015. My goal for this position was to develop upgrades which I accomplished and it was not to be there long term. **The Town Council wanted this position to be Part-time and I wanted a Full Time Position.**

Community Association Manager, Fort Myers, Fl — 2012-2015 / 2018-present

I started a small Community Association Management business in late 2009. I managed both commercial and residential associations. I handled all financial statements, estoppel's, developed budgets, worked with contractors and also handled leasing for investors. I also hold a valid real estate license in Florida also.

SOUTH WEST FLORIDA PUBLIC SERVICE ACADEMY, Fort Myers, Fl — 2002 – 2012
Director

Accountable for managerial, operational, and administrative duties for the program as well as establishing standards of performance for all staff members across counties such as Lee, Collier, Charlotte, Hendry, and Glades.

- Developed and managed an adopted budget of $4 million plus, directing all financial transactions accordingly
- Supervised 190-210 full and part-time staff including law enforcement, firefighter, and corrections officers
- Achieved numerous perfect financial audits and performance audits through detailed reporting and processes
- Led all human resources functions for staff including coaching, evaluating, hiring, and firing

CITY OF CAPE CORAL, Cape Coral, FL — 2000 – 2009
City Councilman/Mayor Pro-Term

Lawfully governed the city of more than 163,000 residents and 1,600 full-time employees as an official elected to serve two consecutive terms. Reviewed and approved total annual budget of more than $500 million as well as set the tax levy.

- Established and modified goals and objectives for the municipality
- Responds to constituent requests for information or assistance with problem resolution
- Formulated policies, developed programs, and sponsored laws to solve current and future issues
- Instrumental in leading large-scale land use changes to attract businesses to the area

FLORIDA DEPARTMENT OF LAW ENFORCEMENT, Fort Myers, Fl — 1997 – 2002
Regional Field Representative

Served as a liaison for law enforcement agencies with a focus on implementing administrative and leadership processes to improve operations.

- Created the Marco Island Police Department, drafting policies, procedures, and execution schedule
- Developed and implemented new programs for collecting, using, and verifying criminal justice data
- Led management studies and surveys of criminal justice programs to identify improvement areas
- Supervised new hire training and certification of more than 5,000 officers and reviewed all records to ensure compliance with federal and state laws

CITY OF PROVIDENCE RHODE ISLAND, Providence, RI — 1985 – 1996
Police Officer

Ensured effective operations while serving in numerous roles, including Patrol Officer, Organized Crime Division Office, and Administrator - during which I worked directly with the Police Chief to establish policies and procedures.

- Received numerous awards and commendations including Lion's Club Police Officer of the Year for saving 16 people in a burning house fire, and the American Legion Metal of Valor

STATE OF RHODE ISLAND PARK POLICE, RI — 1983 – 1985
Police Officer

Law enforcement officer charged with performing uniform patrol duties across state parks, beaches, and campgrounds.

EDUCATION & CREDENTIALS

Bachelor of Arts, Rhode Island College, Providence, RI

Associate of Science in Administration, Roger Williams University, Bristol, RI
Florida Licensed Community Association Manager, #CAM39746
Florida Certified C.J.S.T.C. Instructor
Florida Certified Guardian
Certified Police Officer in Rhode Island & Florida

AWARDS & DISTINCTIONS

Florida Department of Law Enforcement Flawless Audit: 2002, 2004, 2006, & 2008
Florida Department of Law Enforcement Award for Outstanding Performance
Lions Club Police Officer of the Year
American Legion Metal of Valor
Providence City Council Certificate
Department Commendations (Four)

PROFESSIONAL AFFILIATIONS

Boys Head Soccer Coach Oasis Middle School
Cape Coral Soccer Association Coach
Member of Southwest Florida Police Chiefs Association
Certified Criminal Justice Standards and Training Instructor
Florida Training Center Directors Association
Metropolitan Planning Organization
Southwest Florida League of Cities
Cape Coral Transportation Advisory Committee
Little League Baseball Coach
Edison College Criminal Justice Advisory Board
Space Coast League of Cities-Director
Brevard County School District Capital Improvement Committee
Space Coast Public Managers Association
Space Coast League of Cities

REFERENCES

Mr. Noah Powers	Town Manager, Orchid	(850)294-4801
Ms. Nancy Wilson	Town Clerk, Melbourne Beach	(386) 717-1957
Mr. Cliff Repperger	Town Attorney, Melbourne Beach	(321)917-1249
Mr. Rich Brown	Seven Lakes Assoc. (President)	(585)509-5485
Ms. Ivette Basora	Ret. Sgt.Lee County Sheriffs Office	(239)218-7920
Ms. Barbara Crowley	Ret. Lee County School District	(239)850-1418
Ms. Elizabeth Mascaro	Interim Town Manager, Melbourne Beach	(321) 724-5860

***Salary requirements are within the posted position description.

6/13/2019

Below is a listing of my salary history.

Town of Melbourne Beach	$90,000
Seven Lakes Association	$95,000
Public Service Academy	$79,000
Town of Greenville	$55,000

Daughtrey

Newall J. Daughtrey
P.O. Box 470307
Miami, FL 33247
(305) 319-2132

June 25, 2019

Dierdre Davis, Administrative Assistant
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
administrativetemp@townofpembrokepark.com

Re: Town Manager Position (Town of Pembroke Park)

Dear Mrs. Davis:

I am interested in the position of Town Manager for the Town of Pembroke Park. I have an extensive knowledge on the day-to-day operations related to administration. I am capable of conducting public meetings with stakeholders, business owners, employees, and the general public. My past experience will indicate my leadership qualities and how I have handled difficult and challenging situations.

My experience and knowledge makes me an ideal candidate for the position.

Thank you for the opportunity to present my credentials and I look forward to working with you as your new Town Manager.

Sincerely,

Newall J. Daughtrey
Newall J. Daughtrey

NEWALL J. DAUGHTREY
P.O. Box 470307, Miami, FL 33247
Phone: (305) 319-2132
Email: newall2779d@gmail.com

PROFESSIONAL EXPERIENCE

Interim City Manager, City of Opa-locka, Opa-locka FL *12/2018-Present*

Responsible for the overall direction, coordination and evaluation of all departments and staff. Planning, directing and reviewing the activities and operations of the City in the areas of strategic and operational planning and performance management. Performs complex professional work on a wide variety of project management and municipal managerial functions. Under the general direction of the City Commission, performs executive level administrative, technical, and professional work. Responsibilities include exercising supervision over all municipal employees either directly or through subordinate supervisors, providing administrative direction to the city department directors. Develop and manages the City's budget.

Interim City Manager, City of Opa-locka, Opa-locka FL *04/2018-October 2018*

Responsible for the overall direction, coordination and evaluation of all departments and staff. Planning, directing and reviewing the activities and operations of the City in the areas of strategic and operational planning and performance management. Performs complex professional work on a wide variety of project management and municipal managerial functions. Under the general direction of the City Commission, performs executive level administrative, technical, and professional work. Responsibilities include exercising supervision over all municipal employees either directly or through subordinate supervisors, providing administrative direction to the city department directors. Develop and manages the City's budget.

Newall J. Daughtrey & Associates, City of Opa-locka, Opa-locka, FL *08/2017-03/2018*

Served as a consultant with the City of Opa-locka to prepare their 5 Year Financial Recovery Plan to help the City get out of its Financial Emergency.

Community Redevelopment Executive Director, City of Opa-locka, Opa-locka, FL *03/2012-04/2015*

Manages the day-to-day operations, planning, budgeting, capital acquisitions, public relations, real estate negotiations, professional service contracts and capital planning for the Community Redevelopment (CRA) area. Advanced professional work focused on the revitalization and community enhancement within the CRA districts through redevelopment, capital improvement, and branding. Liaison to businesses and property owners with the overall goal of enhancing the physical and economic character of the districts.

Chairman, Newall J. Daughtrey & Associates ("NJDA") *01/1992-Present*

Professional services in business/economic development and municipal management. This consulting firm was formed to help share the expertise Newall J. Daughtrey developed in implementing a successful banking community development corporation in Miami, Florida and his municipal expertise at the Cities of Opa-locka and Miami. NJDA managed Metro-Dade County Multi-Purpose Revolving Loan Fund from October 1992 to September 1998 and a WAGES Program from October 1998 to September 2000. NJDA works with the North Dade Community Development Federal Credit Union on policies and collections.

Devised a new Safety Operations Policy and Procedures.

Initiated a new electronic system of monitoring the sewer lift stations.

Staffed the water plant with full time, around the clock, licensed water plant operators on a 24 hour, seven days a week basis.

Created better harmony in providing better police and recreational services to all of the citizens of Opa-locka.

Developed, in conjunction with the Miami-Dade Community College, North Campus, a Professional Development Program for the City Manager's Staff.

Special Assistant to the City Manager, Miami, Miami, FL *04/1977-11/1979*

Responsible for the coordination between the Culmer/Overtown Task Force of the Greater Miami Chamber of Commerce ("GMCC"), the Culmer/Overtown community and the various City of Miami Departments for the redevelopment of the Culmer/Overtown neighborhood locate in Downtown Miami. Greater Miami Chamber of Commerce sought ways in which they could directly and indirectly, positively affect the revitalization of the Culmer/Overtown area and its people. The Culmer/Overtown community was composed primarily of older citizens and their grandchildren. Most residents were on some type of transfer payments (AFDC or Social Security). They were not receiving the type of City services that most other neighborhoods received.

The goal was to increase service delivery by the City to the target neighborhood, implemented and Interim Assistance Program, as a holding action, while the redevelopment plans being developed and approved. The Interim Assistance Program had three major components: Clean-up, Fix-up and Painting Project; Lot Clearing Project; and Job Assistance Project.

The Clean-up, Fix-up and Painting Project was very complicated. Hired and trained unemployed workers in electrical, plumbing, carpentry, plastering and painting. Conducted on-the –job training. Provided the planning, labor and some materials needed to paint and fix up homes for Senior Citizens in the Culmer/Overtown area.

Cleared, cleaned and maintained over 50 lots in the Culmer/Overtown area. Completed 14 renovation projects over a two-year period.

Job Assistance Project had three major components: Introduction to the world of work, job development and job replacement and retention. We taught our clients how to prepare to get a job. Our staff worked with community businesses to get access to job slots for our clients. We placed over 200 persons through this project.

Served as Special Assistant to the City Manager for community relations. Coordinated the grand opening of the African Square Park. Handled the second Coconut Grove Goombay Festival, assigned to manage many projects that were critical in terms of operating on time. Most assignments dealt with the Black community or the Greater Miami Chamber of Commerce.

Chairman and President, Classic Stationers, Inc., Miami FL *04/1974-12/1996*

Classic is a commercial office supply, office furniture and equipment retailer.

Assistant City Manager, City of Opa-locka, Opa-locka FL *04/1973-03/1977*

Assumed the duties of Acting City Manager in the absence of the City Manager. Major responsibilities included coordination of all operating departments. Served as Safety Director, Code Enforcement Officer, Personnel Director and Acting Recreation Director, for time-to-time. In 1974, of necessity, became a Class "C" Water Plant Operator. Served as in-house Chief Labor Negotiator for the City.

PROFESSIONAL AFFILIATIONS

Former Member, International City Management Association

Former Member, American Society for Public Administration, South Florida Chapter

Former Member, National Association of MESBIC's

CIVIC

Former Vice Chairman, Board of Trustees Miami-Dade Community College

Former Member, Board of Governors, of Greater Miami Chamber of Commerce

Member, Board of Directors Goodwill Industries, Inc.

Former Member, Greater Miami Chamber of Commerce

Former Member, Miami-Dade Chamber of Commerce

Former Member, Florida Chamber of Commerce

Former Member, Leadership Florida Alumni

Former Member, Leadership Miami Alumni

Member, and General Church Secretary, Faith Temple Church of Christ, Inc.

Chairman, Edison Corps of the Salvation Army

Member, Board of Directors of the Salvation Army – Miami

Former Commission Member, Florida's By the People Commission

City Manager, City of Belle Glade, Belle Glade FL *08/2006-02/2007*

I was able to get the City Commission to approve a rate increase for water and sewer enterprise. This was the first rate increase since 1999. We were able to get the Commission to accept the Evaluation and Appraisal Report ("EAR") of the Comprehensive Plan. The EAR was last updated in 1999. One of the most important achievements as City Manager was to get the City Commission to update the City's purchasing ordinances.

Interim City Manager, Village of El Portal, El Portal FL *01/2003-07/2003*

Served as the first Manager for the Village of El Portal. The Village of El Portal operated as a Council form of government from 1937 until 2002. As Interim Manager, my job was to help transform the Village from the Council form of government to the Council-Manager form of government. We encountered all of the normal problems one encounters when there is a perception of the transfer of power from individual members of Council to the Village Manager. If the Council-Manager form of governance is fully implemented, the Village will be able to operate a long time.

City Manager, City of Opa-locka, Opa-locka FL *12/2000-11/2002*

Duties include supervision of the following departments: Police, Finance, Parks & Recreation, Library, Water and Sewer, Public Works, Sanitation, Building & License and Code Enforcement. Manages 175 employees in a community of approximately 15,000 people. The 2000-01 budget was $23 Million Dollars. The first day on the job I asked what was the status of the Water & Sewer Fund? I was informed that the City of Opa-locka had lost $1,500,000 in 1999-2000 budget year. I discovered that the water & sewer rates had not been increased since I did it in 1995. I requested permission for the City Commission to conduct a rate study to know what the new rate structure should be. A new rate increase was put in affect and the City was able to borrow $10,000,000 to start the repairs necessary to fix the sewer system. Next it was discovered that the City has a cash flow problem. There were more employees on the pay role than the City was able to pay. This required me to lay off 35 employees and put the remaining City employees on a 35-hour work week for six months in order to overcome the $500,000 budget shortfall. This budget shortfall was created because employees hired on a grant program three years ago and the employees were still working when the grant ended. The City received a $10 Million Dollar grant from FEMA and the State of Florida to clean out the City's canals. We were also successful in getting a $2.1 Million Dollar grant from the State of Florida to develop a Citywide Storm water Utility Master Plan. We were able to get the City Commission to approve $40 Million Dollars in Special Assessments for Capital Improvements for the City.

City Manager, City of Opa-locka, Opa-locka FL *11/1994-06/1995*

Duties include supervision of the following departments: Police, Finance, Parks & Recreation, Library, Water and Sewer, Public Works, Sanitation, Building & License and Code Enforcement. Manages 175 employees in a community of approximately 15,000 people. The 1994-95 budget was $15 Million Dollars. The first day on the job I was informed by the Finance Director that the City of Opa-locka was $500,000 in the rears by spending more money than the revenues that were received by the City. I reduced the City Manager's salary by 25% ($125,000 down to $93,750) in order to convince the Elected Officials that the City had a serious financial problem. All City employees were placed on a 35-hour work week in order to overcome the budget shortfall. This budget shortfall was created when the Commission approved a water & sewer rate increase in October 1994 to balance the budget but because the City Commission election was changed from March each year to November 1994, no rate increase took place but funds were spent as if the rate increase had gone in effect. Within the next six months we were able to overcome the budget shortfall but I became a causality of my success and lost my job for doing a good job.

President and Executive Director, Business Assistance Center, Inc. *08/1982-01/1992*

Responsible for the overall development and management of this private not-for-profit corporation. The Business Assistance Center, Inc. ("BAC") was founded to create and expand Black-owned business. Assisted BAC with

raising $6.9 Million Dollars from the private business community of Miami-Dade County. The Greater Miami Chamber of Commerce led the fight to create this black business revitalization effort.

Achievements:

Created a business incubator, which housed 71 firms over a nine-year period.

Loaned and invested over $11 Million Dollars to 124 Black owned firms in Miami-Dade County.

Devised and implemented the Job Assistance Center Project. This effort placed over 36,000 Black people in non-subsidized jobs over a five-year period.

Founded a unique Banking Community Development Corporation called Business Assistance Consortium, Inc. The Consortium became the first black investment corporation in the State of Florida to receive a $1,000,000 investment from the Florida Black Business Investment Board.

Initiated and received approval of a proposal from the U.S. Small Business Administration to become a 301 (d) SBIC, licensee. This allowed the BAC to form the Business Assistance Center Minority Enterprise Small Business Investment Corporation ("BAC-MESBIC"). The new firm is able to leverage funds from the federal government through the Small Business Administration ("SBA"). The BAC-MESBIC was approved to issue $5,000,000 in capital stock (Class A) and up to $20,000,000 in Subordinated Stock (Class B).

Executive Director, Dade Community Revitalization Board. *07/1981-08/1982*

This board was appointed by Governor Robert ("Bob") Graham to develop economic solutions following the 1980 Miami Riots. Governor Graham persuaded the City Commission of the City of Opa-locka to grant Mr. Daughtrey, it's City Manager, a one-year leave of absence so that he could serve as Executive Director.

Three major recommendations made by this Blue Ribbon Revitalization Board were implemented. They were as follows:

Creation of a one-stop service center for Black business development (Business Assistance Center)

Creation of a Black owned bank (People National Bank)

Creation of a Black controlled credit union (Model Cities Credit Union)

The Dade Community Revitalization Board, the Greater Miami Chamber of Commerce and the Miami-Dade Chamber of Commerce worked together with the public and private sectors to raise $6.9 Million Dollars to help implement the Business Assistance Center concept.

City Manager, City of Opa-locka, Opa-locka FL *11/1979-06/1982*

Duties include supervision of the following departments: Police, Finance, Parks & Recreation, Library, Water and Sewer, Public Works, Sanitation, Building & License and Code Enforcement. Administered a general fund budget of $5 Million Dollars. Managed 135 employees in a community of approximately 15,000 people.

Achievements:

Developed and re-wrote the operational Policy and Procedures of the City.

Created new Personnel Policy and Procedures.

Established new Police Department Rules and Regulations.

Vice President and General Manager, Supreme Stationers, Inc., Miami FL *11/1972-04/1973*

Company was the first Black owned retail office supply firm in Florida. This company was founded as a result of an economic development study done by the South Florida Economic Development Center of Model Cities. NJD was one of the three owners.

Administrative Assistant, Senate 42nd District *02/1972-11/1972*

Worked with State Senator Lee Weissenborn in Tallahassee, during the 1972 legislative session, and in the district office in Miami. Responsible for handling constituent request, complaints and suggestions. Coordinated the services of various state and local agencies for the 42nd Senate District.

Earlier Experience

U.S Marine Corps. Attained the rank of Sergeant (E5). Served a tour of duty in the republic of South Vietnam. (November 1967-December 1968.

Trained as an aviation electrician.

Worked as a construction electrician with Cline Electric and Tool Electric in Miami.

Worked as a postal assistant at Biscayne Annex in Miami.

EDUCATION

Master of Science in Management
Florida International University, *Miami, FL* ***1975***
Concentration in Public Administration

Bachelor of Arts
Florida International University, *Miami, FL* ***1973***
Major in Economic

Attended Penn State University and Miami-Dade Community College

High School Diploma
Miami Edison Senior High School, *Miami, FL* ***1966***

Computer related skills: Proficient with Word Perfect, Microsoft Word, Microsoft Office, Excel, and Outlook.

AWARDS

Selected as one of ten Public Administrators, by the National Endowment for the Humanities, selected nationwide to attend a four-week seminar in Public Sector Management at Cornell University in 1976.

Chosen as one of twelve finalists in the Houston Urban Fellowes Program, sponsored by Texas Southern University and the Carnegie Corporation. The objective of the 1975 program was to select two persons to work two years for the City of Houston and Texas Southern University, January 1975.

Newall J. Daughtrey

********** ***REFERENCES*** **********

1. Dr. Kelvin L. Baker, Sr.
   Former Co-Worker and City Manager
   954-883-6888
   klbaker@miramarfl.gov

2. Rose Tydus
   Former Commissioner and City Clerk
   786-277-8148
   rosetydus@bellsouth.net

3. Reverend Joseph L. Kelley
   Former Mayor, Vice Mayor, and current Commissioner
   786-362-1346

4. Joanna Flores
   Current City Clerk
   786-877-4038

5. Merrett Stierheim
   305-255-8100

Fleming

Sherlyne M. Fleming
(954) 873-8311
Josuin@hotmail.com

Professional Summary

Proven and detail-oriented health care professional with 15+ years' experience in fast-paced Patient Account billing companies, Health insurance Member physician practice billing and hospital environment. Hands-on leader with extensive expertise in implementing front-end systems for charge capture, billing and coding who can keep teams focused and productivity high.

Professional Experience

10/15-2/2019 **Hospital Associate Manager- RCM-Mednax- City of Sunrise, FL**

Responsible for overseeing newly acquired practices and day to day operations of the Regional Supervisor, Hospital Associates, Team Leads, and Hearing Screen Billers servicing 60+ facilities in multiple States.

- Responsible for the accounts receivable totaling $25 million in charges each month, including credentialing, denial management and third party follow up.
- Ensure all registrations and billing for NICU, PICU, and Hearing Screens accounts are entered and followed up timely and accurately.
- Maintained quality levels by conducting random charge/coding audits and working with personnel to resolve problems.
- Responsible for collection, aging, establishing write-off standards and claim denial management.
- Reduced average days in A/R from 89 to 60 days in a 3-month time period.
- Implemented month-end process which resulted over 85% of our Associates accomplishing 5 out of 6 metrics.
- Decreased billing cycle turnaround time by 40% by implementing automation into the process.
- Domestic travel (up to 80%) to practices.

8/08-3/15 **Group Practice Manager/Float Manager-Holy Cross Medical Group-Ft Lauderdale, FL**

Effectively transitioned over 35 New Practice Acquisitions newly acquired practices, ensuring fully integrated into hospital affiliation. Directed healthcare revenue cycle for primary care services including time of service collections, charge entry, cash management, and account progression and resolution initiatives.

- Utilized extensive knowledge of electronic billing systems for front end and back end functions via IDX.
- Implemented process and training manuals for staff to achieve goals, maintain proficiency, efficiency, compliance and customer service.
- Served as a primary point of contact for, and liaison between chiefs, physicians, and directors to facilitate proper lines of communication and expedient problem solutions
- Spearheaded and executed turnover rate reduction across 35 practices resulting in 40% decrease and incremental gains.
- Established policies to meet Physician Quality Reporting Initiative across the organization.
- Improved productivity and decreased eligibility and authorization backlog by 25% within the first 3 months.

7/07-8/08 **Community Representative- American Cancer Society-Boca Raton, FL**

Supervised over 260 volunteers with the leadership, guidance, direction, and resources to effectively implement American Cancer Society projects.

- Identified, developed standards, and cultivated working relationships with community members, potential donors, and business partners within Palm Beach area.
- Implemented and managed various assessment tools and reports to achieve solid results of $375,000 fund raising relay events; developed winning teams, inspired trust, encouraged risk-taking, and rewarded accomplishments

1/01-2/07 **Business Office Coordinator/ED Supervisor- Coral Springs Medical Center- Broward Health Coral Springs, FL**

Managed staff of 15 that included Financial Counselor, Pre-Registration/Insurance Verification Representative and Patient Access Registration Representatives.

- Report directly to patient access director regarding all aspects of patient services and associated problems.
- Reduced associates over time by 18% over a 5-month period
- Facilitated revenue cycle functions and staff involved in patient access, up-front cash collections, office management, and account resolution activities.
- Decreased Wait Times to under 8%
- Monitored employees' productivity and accuracy of patient access.
- Achieved highest score a 96% out of 100 for my area during the JCAHO accreditation in October 06.
- Created computer-based provider's template for patient registrations and appointments.

SKILLS:

- Strong leadership qualities and excellent supervisory skills
- Excellent working knowledge of MS Office packages – Word, Excel, PowerPoint
- Ability to prepare comprehensive reports and able to research, analyze and interpret complex data
- Knowledge in finance, marketing human resource management and public relations in healthcare
- Ability to prioritize workload to meet critical deadlines
- Strong understanding of code capturing as it relates to overall financials of practice(s)
- SMS Inv/Signature, EHR (Allscripts) Centricity, Meditech, Kronos, Empower Time, MasterData Base , IDX

EDUCATION:

Florida A & M University-Tallahassee, FL
Bachelor of Science-Healthcare Management

REFERENCES PROVIDED UPON REQUEST

Gonzalez

administrative temp

From:	Bert Gonzalez <BertG@HBGConsultingGroup.com>
Sent:	Sunday, June 16, 2019 11:06 AM
To:	administrative temp
Subject:	Job Application for Town Manager at Pembroke Park
Attachments:	RESUME PKG..pdf; Steve Haas Signed.jpg; Referral Letter from Judge Peter Lopez.pdf; Recom. letter Chris Hodgkins.pdf; MDS signed letter of Recomm..docx; CRA Asst. Director - Job Scope.docx

Hello Dierdre,

I was informed to send you the following information for consideration for the job opening for Town Manager of Pembroke Park.

Please find the information attached, if you should need further info..... Contact me for the time of my interview, I am available on July10th.

My Salary Range was from $95,000 to $ 125,000 plus Health Insurance, 401K (5% CRA matching contribution), 4 weeks Vacation and accrued annual Sick Time.

Thank you for the opportunity, I remain.

H. Bert Gonzalez
Business Consultant

Bert Gonzalez Consulting Group, Inc.
BertG@HBGConsultingGroup.com
786-316-9838

/********** EMAIL DISCLAIMER **********/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

H. Bert Gonzalez

12692 SW 28th Street, Miramar, Florida 33027 | (786) 316-9838 | BERTG@HBGCONSULTINGGROUP.COM

To Whom It May Concern:

I would like to take this opportunity to introduce myself and submit my resume for your consideration.

At the present, I am seeking a challenging position within a company that benefits from my past professional experiences as well as my educational background. I consider myself a leader, being goal-oriented and paying of attention to details. Through my work experience, I have developed exceptional people skills, displaying a great patience and motivating others to pursue their goals at their highest abilities.

I am eager to learn new skills and contribute to an organization that will allow me to utilize my strengths and capabilities to achieve company goals.

I am free to travel but no relocation.

If my capabilities and experience fit the needs of your company, I would welcome the opportunity to meet with you and further discuss your requirements.

Thanking you for your consideration.

Respectfully yours,

H. Bert Gonzalez

H. Bert Gonzalez
12692 SW 28th Street Miramar, Fl. 33027
Ph. Cell/Voice Mail (786) 316-9838

OBJECTIVE: Joining a Govt. Agency or Public Company with a concentration in Community Services or Consumer Goods and Services to enhance the Operations, Administration and Sales & Marketing in a leadership position.

EDUCATION: Florida International University, Miami, FL.
B.B.A. in Marketing - August, 1979; A.A. & A.S. in Marketing and Computer Sciences - June, 1975 Miami Dade Community College, South Campus; Miami, FL

EXPERIENCE:

7/17-present **BG Consulting Group, Inc.**; providing Business, Government and Development assistance to local businesses and individuals in various capacities.

8/10- 6/17 **Asst. Director, OMNI CRA**; assist in developing the CRA plans for a specific area and boundaries consisting of properties and vacant lots in the removal of Slum & Blight in these areas and the creation of Jobs. And increasing the CRA's TIF funding from its contributing dollar base limit.

09/06- 8/10 **Marc D. Sarnoff,** Chairman of the City Commission
Senior Staff, D-2. Responsibilities in Business Affairs, MPO, DDA, CRA, PAC, FDOT and Miami Dade County in the City's #2 District. Assistant Advisor to Commissioner Sarnoff in many City related issues.

03/02- 09/06 **ISE Corp.** Miami, FL Director, POS Sales & Marketing,

09/98 -03/02 **Capital Investment Services, Inc.** Coral Gables, FL
Senior VP Investments/International (Cardinal Capital Mgmt., Inc.)

03/98 - 09/98 **Barber & Bronson, Incorporated.** Broker Dealer; New York, NY
Broker, Specialist in Debt instruments, Trading & Govt. Securities

02/93 - 11/97 **The Partners Financial Group, Inc.** Broker Dealer; Miami, FL
Founding Partner; President & CEO, (Broker Dealer-SOLD)
TPFG, Inc. was a subsidiary of Eagle Merchant Bank, Kingston, Jamaica.

08/86 - 02/93 **Reg. Broker,** Broker Dealers; obtained Securities Licenses 7, 63 & 24. Held several Management positions and trained new R.R. in foreign investments and products & services from the Securities Industry.

04/84 - 09/85 **Caribbean Foreign Trade Corporation;** Miami, FL
(A subsidiary of CETECO International a Dutch Multinational Corp.)
International Sales & Marketing Manager. Amsterdam, Holland

03/81 - 04/84 **North American Philips Consumer Electronics Corp.;** Knoxville, TN
International Sales Account Manager.

Philips Electronics, Inc.; San Juan, Puerto Rico
International Export & Sales Manager.
A subsidiary of NAPCEC, accepted an intracompany promotion to establish a new marketing program for Home Consumer Products. Published trade articles, participated in Caribbean Trade Seminars and Attended several special Imp/Exp. classes from the Puerto Rican Commerce Dpt.

08/79 - 03/81 **NCR Corporation;** Miami, FL
Hospitality Account Manager. Provided sales & marketing support to Clients. Received several Sales Awards for superior Sales performance. First Hispanic to join the Hospitality Sales Division in Miami, Florida

MISC. Fluent in written and spoken Spanish, some conversational Portuguese.

PERSONAL Ref. **Marc D. Sarnoff**, City of Miami Commissioner, Shutts & Bowen, LLC;
Judge Peter Lopez, S. Fl. 11th Circuit;
Christopher Hodgkins, CEO Miami Port Tunnel;
Steven Haas, Empresario, President of GMCVB (past), MB Convention Center Adm., South Florida Civic & Community Leader.

TRAVEL I have extensive experience in the Caribbean Basin, most of Central & South America; And I have travelled to most of Europe with visits to Central Africa and several countries in the Far East.

CIRCUIT COURT
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA

PETER R. LOPEZ
CIRCUIT JUDGE

DADE COUNTY COURTHOUSE
73 WEST FLAGLER STREET
MIAMI, FLORIDA 33 130

December 27,2017

Re: H. Bert Gonzalez

To whom it may concern:

It is my pleasure to write this letter in support of H. Bert Gonzalez's application for employment in your company. I have known Bert for over thirty five years when we were neighbors in Miami Beach. While we have both moved on to other houses we have kept in close touch and see each other regularly for social events and family gatherings. Bert is a family man and has always been a great provider for his wife and children.

Bert is a proven professional at every task that he has undertaken during his various jobs in the City of' Miami and I know him to have personally completed many undertakings. Many of these.....such as the Miami Port Tunnel, Miami Entertainment Complex and Bicentennial/Museum Park were of tremendous public benefit and great professional challenges, but most of all he delivered on time and on budget.

Based upon his accomplishments and work ethic, I believe Bert would be an asset and make an excellent addition to your company's work force.

Please feel free to contact the undersigned if any further information is desired at 305-349-7049.

PETER R. LOPEZ
CIRCUIT COURT JUDGE

Shutts

MARC D. SARNOFF
PARTNER
Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, Florida 33131
DIRECT (305) 415-9072
FAX (305) 347-7715
EMAIL MSarnoff@shutts.com

January 8, 2018

Re: H. Bert Gonzalez

Dear Recruiter or Business Owner:

I am delighted to write this letter of recommendation on behalf of H. Bert Gonzalez in support of his application for a position with your company. Bert was employed by me as City Commissioner for about 12 years and held the title of "Business Affairs Liaison and Deputy Director Omni CRA."

Bert was a dedicated employee and have personally witnessed him complete many undertakings on time and on budget during his position with the City of Miami, including the completion of the Miami Port tunnel, Miami Entertainment complex and Bicentennial/Museum Park.

As a proven professional with an excellent work ethic, I have no doubt Bert will achieve to be an invaluable member of your company.

If I can provide any additional information, please do not hesitate to contact me at (786) 303-5966.

Sincerely,

Marc David Sarnoff

MIADOCS 15827334 1

MAT Concessionaire LLC
860 MacArthur Causeway
Miami, Florida 33132

January 29, 2018

RE: H. Bert Gonzalez

To whom it my concern:

It's my pleasure to provide this letter of recommendation for Bert Gonzalez. I've worked closely with him for close to a decade, sharing the same concerns and activism to include the community in all aspects of the construction and operation of the Miami Tunnel. Bert showed excellent communication skills and consistently exceeded our desires to involve the local neighborhoods.

On a personal level, he's charismatic and well-spoken, both qualities that have served him well in his role as Deputy Director of the Omni CRA. Bert is passionate about connecting with people across cultures, whether that means exploring new ideas through reaching out to new entrepreneurial ideas or facilitating meetings to bring people together. His vast experience and understanding of government was a great help to our endeavor as we used Bert as our "point person" that many of us go to with questions. Whenever we needed advice or a helping hand with the political and governmental leadership Bert stepped up to help out.

Bert has been the person that was the government lead in not only the Miami Tunnel but also the Miami Entertainment Complex as well as other intensive projects He's not afraid to take risks and often suggests new directions to explore. Bert was instrumental in introducing our project platform for training, for instance, a direction that has proven to be very fruitful. He's committed to quality, growth, and progress, and he inspires his team members to strive for the same. In short, Bert is a person with vision.

Bert would be a tremendous asset to any organization and I recommend him to you without reservation. I am confident that he will establish productive relationships with your staff and constituents. Please let me know if you have need for additional information about this outstanding and qualified leader. Please feel free to contact me directly at 786-999-2197 if you need any further information.

CHRISTOPHER HODGKINS

Chief Executive Officer, Miami Tunnel

July 8, 2018

Re: H. Bert Gonzalez

Dear Business Owner:

I am delighted to write this letter of recommendation on behalf of H. Bert Gonzalez in support of his application for a position with your company.

Bert Gonzalez is my friend and someone that I have known for many years in South Florida. I can, without any reservations provide you with my complete endorsement on the conduct and type of person that Bert is and has shown to be in all my business relations with him during the last seven years.

Bert is a dedicated professional and has many attributes to complete any and many undertakings on time and on budget. He is well respected in his previous City of Miami and Professional endeavors.

As a proven professional with an excellent work ethic, Bert will be an invaluable member for your company.

If I can provide any additional information, please do not hesitate to contact me at (305) 333-5805.

Sincerely,

Steven Haas

Florida International University

On recommendation of the Faculty and by virtue of the authority vested in it by the Florida Board of Regents hereby confers upon

Humberto Juan Gonzalez

the degree of

Bachelor of Business Administration

School of Business and Organizational Sciences

In Testimony Whereof, the signatures of the University's officers are hereto affixed in Miami, Florida,

August 24, 1979

Chairman, Board of Regents

Governor

President of the University

Chancellor, State University System

Dean

Margoles

June 18, 2019

Kathleen S. Margoles
1371 NW 113th Terrace
Coral Springs, FL 33071

Mayor and Commission
City of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Dear Mayor Mohammed and City Commissioners:

I am submitting my name for consideration for the position of Town Manager of Pembroke Park. I am very interested in serving as the Town Manager in a thriving smaller community that is focused on growth, economic development and building community.

I have worked in several midsize and smaller cities in Southeast Florida. My career path has been very eclectic, but extremely rewarding, with official titles that include Assistant City Manager, Community and Economic Development Director, Special Projects Coordinator and Parks and Recreation Director. This knowledge base has allowed me to view government from many different perspectives. I have worked in small cities with limited staff so I know how to wear multiple hats.

Most recently, I served as the Oakland Park Community and Economic Development Director, where I managed the Community Redevelopment Agency (CRA). I received my Florida Redevelopment Association designation as a Florida Redevelopment Administrator (FRA-RA). I have successfully led the Oakland Park CRA through its' 1st 5 year Strategic Plan and started on the 2nd 5 year Strategic Plan.

In all my capacities, non-profit and government, I have been a liaison to other agencies and organizations and individuals. My communication and interpersonal skills are excellent.

I believe my unique qualifications provide me with the experience Pembroke Park is looking for in a Town Manager. I look forward to hearing from you to discuss the position soon.

Sincerely,

Kathleen S. Margoles

Kathleen S. Margoles

KATHLEEN S. MARGOLES 1371 NW 113th Terrace, Coral Springs, FL 33071

Cell: (954) 328-1420 E-Mail: kathiemargoles@bellsouth.net

SUMMARY

More than twenty years of local government plus five years nonprofit experience with expertise in the following areas:

Strategic Planning and Operations Analysis
Customer Service
Grant Writing and Administration
Budget Development and Implementation
Organizational Change and Development
Operations and Project Management

Strong organizational, analytical and communication skills. Adept at working in and with diverse groups to develop consensus. Broad experience in public, private and nonprofit sectors.

RELEVANT LOCAL GOVERNMENT EXPERIENCE

Margoles Consulting, Inc. ***March 2018- Present***

Expertise on broad range of topics including government and nonprofit management including organizational change and implementation, capital projects and special districts.

City of Oakland Park, FL

Community and Economic Development Director (CRA) ***September 2015-February 2018***

Special Projects Coordinator ***June 2013-September 2015***

Interim Utility Billings and Services Manager ***January 2013- June 2013***

Oakland Park is a city of 43,000 in central Broward County.

Duties and Responsibilities- Community and Economic Development Director (CRA)

- Brought three new restaurants and Lucky's Market into downtown, negotiated 36 incentive packages
- Worked with two different consultants and City staff to update strategic plan and Downtown Mixed Use Guidelines
- Successfully applied for Federal, County, State and local grants
- Developed two entryway features and wayfinding program

Duties and Responsibilities- Special Project Coordinator

- Developed and implemented Proud Oakland Park (POP) Program, an initiative with over 100 activities throughout all City departments to improve City appearance and quality of life
- Develop and implement Oakland Park Arts and Culture Plan; oversaw 1st sculpture exhibit
- Worked on team to transition Code Enforcement from Community Development to Fire Department; chaired Code Enforcement Task Force
- Implemented City's first Mobile App

City of Lake Worth, FL ***December 2010-April 2012***

Assistant City Manager ***October 2011- April 2012***

Assistant to the City Manager ***December 2010-September 2011***

Lake Worth is a city of 37,000 in central Palm Beach County. I was hired as Assistant to the City Manager and promoted to Assistant City Manager. I oversaw Human Resources, Leisure Services and Public Services.

Duties and Responsibilities

- Managed Casino Rehabilitation and Beach Redevelopment Project budgeted at over 11 million dollars. Negotiated Casino Building tenant leases exceeding $3.5 million.
- Develop and implement Leisure Services Department, formerly part of Public Services Department for FY12 Budget year. Divisions include Beach and Aquatics, Golf Course, Recreation, Special Events and Athletics.

- Oversaw City Sustainability efforts. Develop and implement "Energize Lake Worth" Plan.
- Preparation of City Budget as part of Office of Management and Budget.
- City Public Information Officer
- Co-lead for Negotiations with 2 Labor Unions
- City Liaison for Office of Inspector General inquiries and responses

Town of Lauderdale-By-The-Sea, FL ***May 2010- December 2010***
Consultant for Town Manager
Worked on a contractual basis on a variety of special projects. Assignments include Sewer Rate Analysis, Senior Program grant audit, Red Light Camera Feasibility Study.
Broward County, FL Cultural Division ***October 2009 – December 2010***
Project Manager, Public Art & Design
Worked on a contractual basis managing public art projects for Library and Park Bond projects. Coordinate with Artists, County departments, Broward Cultural Council, Public Art & Design Committee, municipalities and the public. Manage budget and oversee design and installation.

City of Lauderdale Lakes, FL
Parks and Recreation Director ***August, 2005-August 2009***
Lauderdale Lakes is a culturally diverse city with a population of 32,000, covering approximately 4 square miles, located in central Broward County. The Parks and Leisure Services Department had been without a Director for over a year. I was hired to lead a major reorganization and manage a capital improvement plan that increased facilities by 300%

Duties and Responsibilities as Parks and Recreation Director:
- Member of executive team of a municipal government with primary responsibility directing Department of Parks and Recreation with 53 full time and part time employees and an operating budget of over 2.5 million dollars and a capital projects budget of over 5 million. Oversight responsibility for the following functions: parks, landscaping, recreation, cultural activities and special events.
- Preparation and administration of the department's operating and capital budgets.
- Logistics Chief of Emergency Operations Team, responded to Hurricane Wilma needs of residents, managed parks recovery process
- Liaison to Parks Advisory Board, School Advisory Board

City of Tamarac, FL ***October 1995-July 2005***
Department of Parks and Recreation, Director ***February 1997-July 2005***

Duties and Responsibilities:
- Director of major operational department. My major responsibility was direction and management oversight of over 100 employees and the following functions: Parks, Recreation, Special Events, Social Services and Transportation
- Develop and implement city and department standards, policies and procedures.
- Preparation and administration of the department's operating budget of over 4 million dollars and citywide capital improvement plan.
- Member of management/labor contract negotiation team

Office of Social Services, City of Tamarac, FL ***October 1995-February 1997***
Social Services Coordinator
The Office of Social Services was a division of the City Managers Office. It provided information and referral services, senior services and paratransit services to residents.

Duties and Responsibilities:
- Management of the daily operation of transportation and information and referral function
- Represented the City on a variety of intra- and inter-governmental committees.

- Served as the department's primary spokesperson to citizen groups, external agencies and funders. Prepared press releases for distribution to the media.

ADDITIONAL EXPERIENCE

Family and Children's Services, Ithaca, NY ***July 1991 -September 1993***
Director of Volunteer Programs
Better Housing of Tompkins County, Ithaca, NY ***January 1987- December 1991***
Finance Director
Affordable Housing Program Manager
Executive Administrative Assistant

EDUCATION

Nova Southeastern University **M.S. Human Services Administration**
Emphasis on financial operations, systems and organizational development.
S.U.N.Y., College at Cortland **Bachelor of Arts, Sociology**
Continuing Education
ICMA Senior Executive Institute- May 2008

PROFESSIONAL AFFILIATIONS

Florida Recreation and Parks Association Board of Directors- Directors Committee Chair 2003-2005, Legislative Committee Chair 2005-2006, Vice President of Advocacy 2006-2009 International City/County Management Association- Healthy Communities Living Ambassador, 2009, 2010, 2012, 2013 Conference Evaluation Committee, Women in Government Task Force Florida City County Managers Association- Awards and Scholarship Committee 2015-16, 2016-17, Florida Redevelopment Association Legislative Committee 2017

Kathleen S. Margoles
Application for Town Manager
Salary History

Margoles Consulting, Inc.- varies

City of Oakland Park Community Redevelopment Agency Director- $106,000

Kathleen S. Margoles
References

Elected Officials

Sara Guevrekian
Mayor, Oakland Park 954-735-5920
sarag@oaklandparkfl.gov

Tim Lonergan
City Commissioner, Oakland Park
954-683-2658
timl@oaklandparkfl.gov

Supervisors

David Hebert, City Manager
Oakland Park
dhebert@oaklandparkfl.gov
954-630-4212

Michael Cernech, City Manager
Tamarac
Michael.cernech@tamarac.org
954-597-3510

Colleagues

Captain Allan Hubrig
BSO District Chief, Oakland Park
al_hubrig@sheriff.org
954-914-6819

Ana Alvarez, Assistant City Manager
Oakland Park
anaa@oaklandparkfl.gov
954-630-4218

administrative temp

From:	Agatha Muse-Salters <museag@hotmail.com>
Sent:	Thursday, June 27, 2019 12:34 AM
To:	administrative temp
Cc:	Natasha Joseph; cjr@ryanlawfl.com; Georgina Cohen; Ashira Mohammed; Howard Clark Jr; gjacobs@townpembrokepark.com; Reynold Dieuveille
Subject:	Town of Pembroke Park Town Manager Position
Attachments:	Cover Letter_AMS.pdf; Agatha Muse Salters Resume_06-26-19.pdf; Application AMS.pdf

Attention Dierdre Davis:

Attached to this email are the following scanned documents:

- **Cover Letter;**
- **Resume;**
- **Application with salary history that was submitted to Natasha Joseph June 6, 2019;**

Once all the letters of reference requested are received they will be forwarded under a separate email.

I will not be able to attend an interview at the Town Hall on Wednesday, July 10, 2019 due to a National Conference that I will be attending July 10 - 14, 2019. The registration fee of $670 and the airline ticket have been pre-paid.

Once again, I look forward to hearing from you regarding the Town Manager position.

Agatha Muse-Salters
Faith is not knowing what the future holds,
but who holds the future.

/********** EMAIL DISCLAIMER **********/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGATHA MUSE-SALTERS
1845 Copper Axe Trail; Tallahassee, Florida 32303
Cellular: 850-545-3092
E-mail: museag@hotmail.com

June 26, 2019

Town of Pembroke Park
Human Resources Department
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Dear Town of Pembroke Park City Officials:

The highlights of my professional experience and resume are enclosed for your review. Given my professional experience and skills, I am confident that you will see that I will bring a level of expertise and professionalism to the Town Manager position for the Town of Pembroke Park.

In my attached resume, you will find that I have over 42+ years of professional experience working with various governmental entities as an analyst, city manager and other positions that have developed me into a competent, reliable, professional with a proven record of assuming increased levels of responsibility in each job. Listed below are additional areas of competency that I have obtained over the years:

- **Administration and management, auditing, financial management, evaluation, grant writing and grant management;**
- **Monitoring, analyzing and tracking legislative issues, organizing and planning meetings for Advisory Councils & Boards, and supervising contracts; experience in budget preparation, policy formulation, research, revenue forecasting, statistical analysis, program development, and affirmative action planning;**
- **Outstanding organizational, supervisory, and resource management skills;**
- **Reliable and adaptable; learns new systems quickly, and takes initiative;**
- **Excellent communications skills; both written and verbal presentations.**

Once you review my professional experience, I am confident that you will see that my professional experience and skills will benefit and enhance the Town of Pembroke Park. With the help of Almighty God, I promise to bring the level of integrity and professionalism that you will be requiring for any position.

Once the Town of Pembroke shows an interest in me for a position, all letters will be forwarded to the Town Commissioners.

Sincerely,

Agatha Muse-Salters

Agatha Muse-Salters

AGATHA MUSE-SALTERS

1845 Copper Axe Trail
Tallahassee, FL 32303
Cell: (850) 545-3092
E-mail: museag@hotmail.com

AREAS OF COMPETENCY

- Forty-one+ years' experience in financial management, auditing (internal & external), evaluation, grant management and writing, monitoring, analyzing and tracking legislative issues, organizing and planning meetings for Advisory Councils & Boards, and supervising contracts; experience in budget preparation, policy formulation, research, revenue forecasting, statistical analysis, program development, goal setting, affirmative action planning, and developing policies, and procedures;
- Competent, reliable, professional with a proven record of assuming increased levels of responsibility;
- Outstanding organizational, supervisory, and resource management skills;
- Reliable and adaptable; learns new systems quickly, and takes initiative;
- Excellent communications skills and written and verbal presentations; and
- Knowledgeable of technology for use in presentations and work performance.

PROFESSIONAL EXPERIENCE

July 2017 – June 2018 (Returned to Retirement)
Gadsden County Sheriff's Office; Restoring Families Program; Quincy, Florida
Program Director
Oversaw all aspects of the Restoring Families Program; performed the JJIS data entry to enter the students enrollment and PAT (Prevention Assessment Tool) into the JJIS system; facilitated connections and communications between school staff, family, and other resources; coordinated placement and selection of students in the program; provided fiscal management, hired and supervised staff, provided direction and guidance for staff and students, monitors ongoing evaluation of project, effectiveness, maintained records, developed all forms to track the program deliverables; prepared and provided applicable monthly reports to the Department and to DJJ; wrote and implemented the grant..

September 2011 – September 2016 (Retired 9/30/2016)
Department of Transportation; Equal Opportunity Office; Tallahassee, Florida
DBE Certification Consultant
Served as a DBE Certification Consultant for the Florida Department of Transportation's Disadvantaged Business Enterprise (DBE) Program; Processed the application forms for firms seeking DBE certification ensuring that they are eligible according to Code of Federal Regulations Title 49: Transportation Part 26; Performed on-site visits as part of the certification process to the Firms to ensure that they are certified DBE Businesses; Evaluated and monitored all programs and areas of the DBE Program; Developed and modified monitoring tools, policies, and procedures for monitoring and conducting on-site reviews for the DBE Program; Monitored and reviewed all DBE Firms certification eligibility files; Responsible for writing various correspondences and monitoring reports for the Department

December 2008 – July 2011
City of Midway; Midway, Florida
City Manager
Served as the Chief Administrative Officer of the city and responsible to the City Council for the administration of all city affairs by or under the City's Charter; Appointed, suspended and/or removed any City employee other than appointive administrative offices serving at the pleasure of the City Council, except as otherwise provided by Charter, by law or personnel rules adopted pursuant to the Charter; Attended all city council meetings; Directed and supervised the Charter officers and the administration of all departments, offices and agencies of the city, except as otherwise provided in the Charter or by law; Saw that all laws, provisions of the Charter and directives of the city council, subject to enforcement are faithfully executed; Recommended to the City Council for adoption such measures as deemed necessary or expedient in the interest of the City; Prepared and submitted the annual budget and capital program to the City Council; Made reports to the City Council concerning the operations of the city departments, officers and agencies; Kept the City Council fully advised as to the financial condition and future needs of the City and made recommendations to the City Council concerning the financial affairs of the City; Saw that all terms and conditions imposed in favor of the City or its inhabitants in any public utility franchise were faithfully kept and performed; Served as the purchasing agent of the City, by whom all purchases of supplies were made for the City of Midway; In the capacity of purchasing agent, conducted all sales of personal property which the City Council may authorize to be sold as having become necessary or unfit for the City's use; Ensured that all sales conformed to regulations of the City Council; Ensure that the limitations or criteria is established by ordinance, including but not limited to bidding requirements; Established policies and procedures to improve the operation of the City, Implemented and monitored the strategic plan and goals of the City, Performed all other duties as specified in the Charter or required by the City Council.

January 2008 – January 2009
Leon County Tax Collector (Business Tax Receipt Division); Tallahassee, Florida
Customer Services Representative, Business Tax Receipts
Assisted with the administration, coordination and management of the Business Tax Receipts Division for the Leon County Tax Collector; Administered the tax by enforcing the statutes and county ordinance, and by collecting fees and issuing tax receipts to the various businesses; Developed policies and procedures for the Business Tax Receipts Division; Certified new businesses for a business receipt and re-certified existing businesses; Processed payments received from the business tax receipts.

June 2006 – December 2007
Leon County Tax Collector (Accounting Division); Tallahassee, Florida
Customer Services Representative, Accounting
Coordinated, developed and organized the work for the Meta-Enterprise Electronic System; Prepped the documents to be scanned by hand and the high speed scanner; prepared documents to be placed in the electronic filing system for the customers and the staff; Trained staff to retrieve documents from the Meta-Enterprise System; Tracked payments for Tax Bills, Tax Certificates, Tourist Development Tax Records, and Business Registration Certificates; Developed procedures and maintained the Meta-Enterprise Electronic System; Audited, monitored and tracked payments and taxes for all governmental entities; Prepared the money received from the nine (9) agencies to be deposited into the bank.

March 2001 – November 2005
Leon County Board of County Commissioners; Tallahassee, Florida
Leon County Minority/Women Business Enterprise (M/WBE) Division
Minority/Women Business Enterprise Director
Supervised, managed and directed the work of the M/WBE Division, which included the development of training, standing operating procedures and budgetary responsibility; Administered and enforced County Polices and Personnel Procedures; Proposed policy revisions as needed and ensured proper implementation of the M/WBE policy adopted by the Board; Ensured compliance with federal, state and local laws and regulations related to the M/WBE Program; Provided M/WBE analysis of vendors for bids and proposals and, in accordance with policy and disparity study; Prepared M/WBE documentation for Commission agenda items; Facilitated and provided administrative support to the M/WBE Citizens Advisory Committee by preparing meeting agendas and minutes; Determined the eligibility of M/WBE status for certification and re-certification; Developed and maintained the M/WBE tracking system; Provided technical assistance to M/WBE vendors and small businesses seeking to do business with Leon County; Assisted businesses with the development of business plans and financial statements to obtain loans and/or financial backing for their business; Partnered as a consortium member with the City of Tallahassee and Leon County School Board; Served on the Small Business Week and the Minority Enterprise Development Week advisory committees.

June 1996-March 2001
Leon County Board of County Commissioners; Tallahassee, Florida
Leon County Office of Management & Budget,
Senior Management & Budget Analyst
Developed, planned, prepared, analyzed, approved, and implemented various departmental budgets; Coordinated, developed and implemented the annual Capital Improvement Program and Capital Budget; Conferred with all levels of County government to ascertain needs and recommended solutions; Participated in the analysis of agency operations to determine conformance with the approved budgets; Coordinated preparation of semi-annual reports, including revenue and expenditure forecasts, analysis of the capital budget, and performance monitoring detail; Coordinated and performed complex management review analysis studies and prepared written reports, including recommended strategies to increase operational efficiency and effectiveness of the County's programs; Performed revenue forecasting and debt management; Assisted in the preparation of the annual operating and capital improvement budget document; Prepared the budget load for the operating and capital budget; Prepared the TFA (Transaction, Function, Activity Summary); Coordinated and facilitated the carry forward and year end closeout process for the County; Acted for the Budget Director in his/her absence.

October 1983 - June 1996
Leon County Board of County Commissioners; Tallahassee, Florida
Leon County Department of Job Training,
Contract Manager
Hired, trained, and supervised staff for the Management Information Unit; Developed instructions and procedures for the unit; Served as contract manager for all subcontractors; Processed all contractors' payment request and monitored their expenditures and program performance; Maintained financial records on all subcontractors; Evaluated and monitored all programs and areas of the Department; Developed and modified monitoring tools, policies, and procedures for monitoring the Department; Monitored and reviewed all participants eligibility files; Trained staff on eligibility determination for JTPA programs; Documented and reported findings and recommendations resulting from monitoring visits; Provided technical assistance to subcontractors and staff; Prepared statistical evaluation and performance reports for the Service Delivery Area (SDA); Served as staff person for the Private Industry

Council's Monitoring and Evaluation Committee; Coordinated the quarterly meetings for the Monitoring and Evaluation Committee; Acted as the EEO officer for the Service Delivery Area; Developed the Affirmative Action Plan for the SDA; Handled the processing of the State and Federal Audits for the SDA.

March 1980 - October 1983
Leon County Board of County Commissioners; Tallahassee, Florida
Leon County Department of Human Resources,
Program Evaluator II
Supervised, directed, and coordinated the Independent Monitoring Unit of the Leon/Gadsden Consortium, a Comprehensive Employment and Training Act (CETA) program; Hired, trained, and supervised unit staff; Developed the operational systems manual and the monitoring tools and procedures for the Independent Monitoring Unit; Monitored financial records, personnel and purchasing procedures; Supervised and provided instruction for the Department of Labor's Internship Trainee Program; Assisted the Federal Representative in the monitoring activities; Coordinated the Advisory Council's monitoring subcommittee; Developed the Affirmative Action Plan; Developed, up-dated, and wrote the Complaint and Grievance Procedures; Developed annual and quarterly performance reports; Modified contracts and budgets; Conducted leave audits of all the Department's Personnel; Documented and reported findings and recommendations resulting from federal monitoring visits; Provided technical assistance to the subcontractors and the staff.

October 1979 - March 1980
Leon County Board of County Commissioners; Tallahassee, Florida
Leon County Department of Human Resources,
Program Evaluator I
Evaluated manpower training and employment programs for compliance with the Comprehensive Employment and Training Act (CETA) rules and regulations, policies, contracts, and other applicable guidelines; Performed evaluations of all the subcontractor's programs; Monitored all programmatic, administrative, and fiscal systems; Documented and provided a written report of all findings and recommendations resulting from monitoring reviews.

May 1978 - September 1979
Leon County Department of Human Resources,
Leon County Board of County Commissioners; Tallahassee, Florida
Research Assistant
Provided technical support, performed compilation and analyzed research data; Researched and interpreted federal statues, rules and regulations for the CETA program; Complied labor market information, and demographic characteristics; Performed on-site monitoring and prepared reports of findings and recommendations; Formulated contracts, addendums, and non-financial agreements for approval by the Board of County Commissioners.

ADDITIONAL TRAINING AND OTHER RECOGNITION

- Certified Public Manager in the State of Florida
- Member of American Contract Compliance Association (ACCA)
- CCA (Certified Contract Administrator) & MCA (Master Contract Administrator)
- Member of FAMBEO (Florida Association of Minority Business Enterprise Officials)
- Served as a member of Leon County's Performance Measurement Team
- Served as a member of the Leon County's Quality/Diversity Initiative Team #5 - Employee Relations Trust and Fairness
- Performance Measurement Workshop - Southeast Evaluation Association
- JTPA Monitoring Workshop - Train the Trainer Training Session (Monitoring), 1993
- JTPA Financial Management Workshop, 1993 & 1992
- Supervisor Workshops/Seminars, 1993,1992,1991 & 1990
- Complaint Investigation Procedures for EEO/AA
- Governmental Budgeting
- Performance Contracts & Audit Workshop
- Conduct Training Sessions & Workshops on Monitoring
- Notary Public
- Deputy for Voters Registration (Register to Vote)
- Girl Scout Leader for nine years
- Over forty-one years of involvement with the Youth Department and Education Committee at St. Luke Primitive Baptist Church
- Forty-two years performing public service for Delta Sigma Theta Sorority, Inc.
- Thirteen years performing public service for Pilot International; Served as the Governor of forty-six (46) Clubs for the Florida District
- Twenty-two Years on The Tallahassee Ballet Board of Directors (Served as President and Treasurer)

TECHNOLOGY COMPENTENCY

Extensive use and experience entering and retrieving data from Microsoft Word, WordPerfect, Microsoft Excel, BANNER Finance System (Leon County's Financial System), Microsoft Access, Microsoft Power Point, Harvard Graphics, QuickBooks, and Microsoft Front Page (Wed Pages).

EDUCATION

Florida State University, Tallahassee, Florida;
Studies toward Masters in Public Administration

University of Florida, Gainesville, Florida
B.S., June 1977; Major Political Science

Certified Public Manager
Florida State University

REFERENCES

References will be provided upon request.

VanVolkenbor

administrative temp

From:	Robert VanVolkenburgh <robertvanv@yahoo.com>
Sent:	Sunday, June 23, 2019 10:05 PM
To:	administrative temp
Subject:	Town Manager position - VanVolkenburgh
Attachments:	VanVolkenburgh Resume June 2019.pdf; VanVolkenburgh - References and Salary History.pdf

Dear Mayor Mohammed and Commissioners:

I would be honored to be selected as your next town manager. With a great mix of homes and businesses, Pembroke Park has a "vibrant feel" to it. I would love to be a part of the team that builds on its success.

I would imagine that you are seeking a manager who is trustworthy and competent; who is available on a 24/7 basis; who is responsive to residents and business owners; who understands his or her role relative to the Commission; and who keeps Commissioners informed in a proactive way.

Further, I believe that a laser focus in certain areas could be highly beneficial in the coming months. Examples would include the following:

- Hiring quality personnel
- Releasing personnel who are disruptive or whose goals are clearly not aligned with that of the town
- Cataloging, reviewing, and (as necessary) renegotiating contracts which would ideally result in savings and better services
- Developing a sound budget
- Developing work procedures that provide clarity, uniformity, and continuity

I would look forward to having a frank discussion about any topics the Commission deems important during the interviewing process.

I have attached two documents with this email: (1) resume; (2) References and Salary History

I truly appreciate your consideration.

Sincerely,
Fritz

Robert "Fritz" VanVolkenburgh
(321) 505-4758

/********** EMAIL DISCLAIMER **********/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

ROBERT F. "FRITZ" VANVOLKENBURGH

244 Curacau Drive, Cocoa Beach, FL 32931 • (C) 321-505-4758
robertvanv@yahoo.com

PROFESSIONAL EXPERIENCE

BREVARD COUNTY, Viera, FL — 2016 – PRESENT
Chief of Staff to County Commissioner
(Nov. 2018 – Present)

- Currently manage the staff of a county commissioner representing over 100,000 residents
- Responsible for policy development and constituent services, as well as the financial and operational oversight of the County's $1.3 billion budget
- Provide analysis and recommendations on agenda items before the Board

Finance Manager
(Nov. 2016 – Nov. 2018)

- Managed the Department of Human Resources' $134 million budget, including employee benefits, risk management, personnel technical services and employee relations
- Ensured the proper administration of all disbursements and receipts
- Performed a project management role on issues relating to Human Resources operations
- Participant in the County's Executive Leadership Institute

BREVARD COUNTY CLERK OF COURT, Titusville, FL — 2013 – 2016
Internal Auditor

- Spent significant time reviewing county operations to ensure funds were used in compliance with laws, ordinances, agreements and established policies
  - e.g., real estate transactions; economic development; community redevelopment; animal services; fire rescue; bond issuances; road projects; health care
- Managed multiple projects, with the goal of improving operations, resolving issues and ensuring the adequacy of controls within the Clerk's office
  - e.g., guardianship and probate; cashiering; e-filing; budgetary matters; lawsuit resolution; pro se documentation; customer care

LITCHFIELD CAVO LLP, Tampa, FL — 2012
Associate Attorney

- Performed legal work on behalf of large financial institutions, focusing on litigated foreclosure matters in Florida
- Drafted and filed motions and opposition memoranda, responded to discovery requests, conducted case analyses, and attended hearings and mediations

DOUGLAS C. ZAHM, P.A., St. Petersburg, FL — 2011 – 2012
Litigation Attorney

- Performed legal work in support of a high-volume foreclosure law practice
- Represented client banks and federal government at non-jury trials and hearings
- Drafted and filed motions and opposition memoranda, and conducted case analyses

BAPTIST HEALTH, Jacksonville, FL — 2009 – 2011
Business Manager

- Managed all business-related activities for one of Northeast Florida's largest hospital emergency departments, including budgeting, supplies, plant & facilities, operational performance initiatives and revenue-capture

- Managed a $9 million budget and over $60 million in generated claims
- Resolved a $1 million backlog in receivables through staff scheduling and process changes without increasing labor costs
- Achieved executive buy-in of a $200,000 emergency room renovation
- As part of operational review, provided detailed mapping of physician workflow in order to optimize sequencing of medical staff and inventory placement

LAW OFFICES OF ROBERT F. VANVOLKENBURGH, Melbourne, FL 2008 – 2009
Attorney – Sole Proprietorship

- Established and operated a sole practitioner law office
- Law practice focused primarily on civil matters, including bankruptcies

STATE ATTORNEY'S OFFICE, Melbourne, FL 2006 – 2007
Assistant State Attorney

- Managed a docket of 300+ misdemeanor cases; disposed of nearly 700 cases
- Served as first chair on several jury and non-jury trials, with cases involving DUIs, battery, solicitation, resisting without violence, petit theft and contracting without a license

AEON CORPORATION, Tokyo, Japan 2005 – 2006
English Teacher

- Taught conversational English to students ranging from 15 years of age to retirees; prepared course materials, interviewed prospective students and counseled matriculated students

DELOITTE CONSULTING, LLP, Irving, TX 2000 – 2002
Manager, Strategy & Operations Competency (Energy Practice)

- Served as lead or staff consultant on teams performing strategic assessments, synergies analyses, operational reviews and integration activities for multi-billion dollar mergers
- Helped identify over $1 billion of potential labor and nonlabor savings for a proposed energy merger; synergy study results provided basis for go-forward reviews by regulatory agencies and investment banks
- Developed operational targets, guided client through planning process and secured executive staff commitment of $90 million in cost reductions and revenue enhancements
- Helped manage merger target identification process for a multi-billion dollar utility holding company; narrowed target field to a few select companies, thereby permitting a focused solicitation by client executives and firm partners
- Benchmarked an entire organization by headcount and unit expense relative to industry comparables; results led to a corporate-wide executive sponsored review of subsidiary operations and shared services

COLUMBIA ENERGY GROUP, Herndon, VA 1998 – 2000
Senior Associate, Corporate Strategic Planning

- Prepared financial reports for senior management and helped produce SEC reports (e.g., 10-Qs) for this Fortune 500 company
- Completed the financial analysis for a telecom-related (dark fiber) business plan involving $100+ million in capital expenditures
- Managed an internal engagement to capture/document process maps, descriptions and opportunities relating to operations and support functions of a large propane subsidiary; company executives implemented several key recommendations
- Worked with investment bankers and outside consultants to consider strategic alternatives for Columbia; performed cost analysis studies and made material revisions to the company's offering memorandum

- Conducted natural gas pricing analyses to determine the optimal revenue stream for transmission and storage segments
- Assigned to the corporate legal department to help draft contracts and regulatory filings

DUQUESNE LIGHT COMPANY, Pittsburgh, PA 1997 – 1998
Project Coordinator, Finance & Administration

- Helped strategically allocate the assets of a $600 million defined benefits pension trust; rates of return exceeded industry norms
- Performed due diligence, negotiated and closed on a $3 million venture capital investment
- Screened fund managers for performance and suitability; recommendations heavily influenced placement of trust funds.

NORTH COVE YACHT HARBOR, INC., New York, NY 1990 – 1991
Assistant Harbormaster

- Helped manage an international luxury yacht harbor containing 26 berths valued at nearly $40 million
- Provided technical and concierge services to professional yacht crews
- Helped establish a mega-yacht charter/sales brokerage service

BARNETT BANKS, INC., Jacksonville and Miami Lakes, FL 1987 – 1990
Bank Operations Officer

- Managed second-shift item processing operations in Barnett's South Florida operations center (largest in Florida)
- Processed and balanced up to a billion dollars daily in transactions (million-plus items daily)
- Decreased error rate on proof-of-deposit check processing to nearly one out-of-balance transaction per one million items processed
- Helped develop the annual budget
- Completed an 8-month comprehensive management training program in Jacksonville

SAYVILLE FERRY SERVICE, INC., Sayville, NY Summers, 1981 – 1986
Ferryboat Captain

- Operated high-speed passenger ferries carrying up to 350 people
- Trained crew and junior captains
- Prior to Coast Guard licensing, operated and managed (as a 19-year old) a 65' freightboat, transporting mainly lumber, restaurant and hotel supplies

EDUCATION / LICENSING

- MBA (MSIA), Carnegie Mellon University, Tepper School of Business, Pittsburgh, PA – 1998
- Juris Doctor, University of Pittsburgh School of Law, Pittsburgh, PA – 1998
- Bachelor of Arts, Political Science, University of Oregon, Eugene, OR – 1993
- Bachelor of Science, Business Administration, SUNY Buffalo, Buffalo, NY – 1986
- EMT and Firefighter Academy programs, Hillsborough Comm. College, Tampa, FL – 2012, 2013
  - Firefighter/EMT Reservist with Brevard County Fire Rescue (2013 – 2019)
- US Coast Guard Master Merchant Marine License (100 tons)
- Florida Bar #27175

References – VanVolkenburgh

Christopher Bleau
Hospital Administrator
Years known: 32
(904) 477-0978
azulgator@gmail.com

Todd Bass
Attorney
Years known: 12
(727) 415-7275
toddbass@mail.com

Thomas McDonald
Executive Recruiter
Years known: 38
(713) 816-6842
Tommcdonald62@gmail.com

Keith McBride
Internal Auditor (retired Investment Banker)
Years known: 6
(321) 626-5846
KLM@emcbride.com

John Pilley
Finance Manager
Years known: 6
(321) 514-4335
jpilley@cfl.rr.com

John Borucki
Hospitality Services Contractor
Years known: 40
(321) 946-3292
johnborucki@msn.com

Salary History – VanVolkenburgh

Last 5 positions:

Brevard County (Commission Office): $80,000
Brevard County (Human Resources): $52,785
Brevard County Clerk of Court: $50,000
Litchfield Cavo, LLP: $80,000 plus $5,000 unused medical supplement
Douglas C. Zahm, P.A.: $65,000

Note: As a manager with Deloitte Consulting, my salary was as high as $112,000 annually, which in current dollars would be over $150,000. While with Columbia Energy Group, my salary was $82,000, which in current dollars would be over $120,000. (I can provide evidence of the above.)

Given the scale of complexities and effort required for this position, I believe a fair and reasonable salary should be no less than $125,000.

VARGAS

June 28, 2019

Ms. Ashira Mohammed, Mayor and Members of the Commission
Via: Ms. Dierdre Davis
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

RE: Town Manager Position

Respected Mayor and Commission Members:

I am pleased to submit the attached resume, references, earnings history and this cover letter for the position of Town Manager. I strongly believe that my experience, personality, managerial skills and visionary approach are a perfect match to continue building the Town of Pembroke Park under your direction. As a resident of Broward County for the last 24 years, I am familiar with the challenges and opportunities of "the Small Town that Means Big Business".

As seen in my resume, my 37 years of experience is not solely in municipal government. Rather, I have worked or interacted with essentially all levels of government. At the federal level, I have been involved with international border crossings and Federal Highway Administration grants. At the state level, I have assisted Florida Department of Transportation, Virginia Department of Transportation, Oregon Department of Finance and the Florida's Turnpike in developing infrastructure programs. At the municipal level, I have been Manager of the Transportation Services Division for City of Buena Park, and I have actively participated in the Economic Development Board of the City of Pembroke Pines. I have prepared commission agenda items and reports and I have worked on planning, drainage, traffic, economic development, redevelopment, code enforcement, fire and police issues. I have also worked for other autonomous public agencies such as the Miami Dade Expressway Authority and coordinated with school districts. As a real estate agent, I am very familiar with planning and zoning requirements, and as an engineer/planner, I have developed Comprehensive Plans for municipalities and county planning agencies. These plans considered environmental justice issues and addressed them accordingly. I am also familiar with utilization of technology in the provision of services to communities. The wide experience allows me to understand the point of view of the other parties when formulating plans or successfully negotiating grants or contracts with other agencies.

Regarding my personality, I am an enthusiastic and organized leader. I like to plan based on hearing and understanding the positions of the stakeholders. As a town manager, I will provide you with in-depth analysis of the situations, develop alternatives and provide you a recommendation or a set of recommendations with pros/cons for each alternative. Once the Commission decides, I will follow up with our staff in the proper and prompt implementation of the Commission's decisions. For day-to-day operations, I am a decision-maker and I will lead the staff within the boundaries set by the law and the Commission's directions. I have led teams of financial, legal, engineering and construction professionals and successfully implemented sustainable programs for the Miami-Dade Expressway Authority, City of

Buena Park and for the Texas Department of Transportation, El Paso District. Even after my departure, those organizations are very successful because they have feasible and financially sound plans.

My management philosophy is based on a win-win approach, communications as well as total quality management. I empower the staff working under my supervision. At the same time, I am fully responsible for their actions, because I believe in clear and concise communications, periodic meetings and reports. While I am proud for achieving project goals; I am also very proud because many of my friends and colleagues have moved on to successful practices and higher positions in public agencies. I like to foster a positive environment within the organization so that we all can achieve excellence and go home with a feeling of accomplishment in our professional lives. I believe that my experience in labor negotiations and understanding of safety personnel demands will allow me to assist the town in mitigating the heavy financial burden on the town's budget resulting from the Broward Sheriff's Office contracts.

A main factor in the decision to apply for this position is the opportunity to participate in the formulation and implementation of updated short-term and long-term goals and programs. The visionary approach that has characterized my professional career, the practical experience in implementing plans by bringing human resources and financial resources together are ideal to contribute to the Commission's goals to continue with the orderly growth and development of the Town of Pembroke Park. I will seek for continued improvement to the town's infrastructure resulting in expansion of the economic base and the community building opportunities along the main corridors, while preserving the quality of life the residents know and enjoy today. My approach is based on hearing and understanding the community; reviewing and analyzing existing conditions, challenges, opportunities and legal boundaries; formulating alternatives; conducting workshops to discuss alternatives; and providing recommendations that include sound financial plans and feasible implementation schedules. I am familiar with public-public and public-private partnerships. I am also familiar with applying and getting federal and state grants and programs for communities. Finally, I know how to develop sound financial plans to submit to credit rating agencies and receive funding from the bond markets, if necessary.

In conclusion, I look forward to serving you and the Town of Pembroke Park residents and businesses for the time that you allow me to do it. My goal will be to serve you with the utmost integrity and ethical principles. Upon employment, I will dissolve my engineering and real estate corporations as to eliminate any potential conflicts of interest within a reasonable period to complete with current obligations of the companies, which should be less than 60 days after accepting your offer of employment. I am available to meet at your convenience or to provide any additional information that you may need.

Sincerely,

Herbert E. Vargas
12507 NW 18th Manor
Pembroke Pines, FL 33028
(954)536-3698

Position: Town Manager

Applicant: Herbert E. Vargas, P.E.

REFERENCES:

Alice N. Bravo, P.E.
Director of Department of Transportation and Public Works Miami-Dade County
Tel. 786.469.5675

Javier Rodriguez, P.E.
Executive Director Miami-Dade Expressway Authority
Tel. 305.637.3277

Marty Boyd, P.E.
Director of Advanced Transportation Planning
TxDOT El Paso District
Tel. 915.790.4326

Mayor Frank C. Ortis
City of Pembroke Pines
Tel. 954.450.1020

Edward Marquez
Miami-Dade County Deputy Mayor
Tel. 305.375.5071

EARNINGS HISTORY

2019 – Accrued to date $68,000

Expected for 2019: $110,000

2018 - $34,275

2017 - $130,934

2016 - $148,236

2015 - $161,432

Herbert E. Vargas, P.E.

President/Owner

AWARE ENGINEERING INC. AWARE REALTY INC.

7947 Johnson Street Suite A
Pembroke Pines, FL 33024
Tel: (954) 536-3698
Email: hvargascrs@gmail.com

Professional Career

- Principal Engineer, AWARE Engineering Inc. (2017-Present)
- Licensed Real Estate Broker, AWARE Realty Inc (2017-Present)
- Chief Specialty Engineer, C&M Associates, Inc. (2004–2017)
- President/Owner, Amasua Varchan, Inc. (2003-2004)
- PBS&J—Program Manager (1994-2003)
- City Traffic Engineer—Manager of Transportation Division, City of Buena Park, CA (1990–1994)
- Manager of Engineering, Robert Khan & Associates (1988–1990)
- Project Engineer, Nolte and Associates/Jack G. Raub Co. (1981–1988)

Areas of Expertise

- Program Management
- Project Management
- Traffic and Revenue Forecasts
- Public Administration
- Toll Systems
- Transportation Planning
- Traffic Engineering
- Project Financing
- Project Development
- Highway Engineering
- Transit Studies
- Transportation Improvement Programs
- Long Range Transportation Plans
- Real Estate

Objectives

Utilize over 37 years of experience in public administration, private consulting, engineering, planning, finance and real estate experience and expertise to assist elected officials and to empower public agency staff to meet the needs of communities. Desired outcomes of Mr. Vargas involvement are: (1) development and management of sustainable communities; (2) development and management of financially sound public organizations; and (3) integration of knowledge, experience, resources and technology to deliver infrastructure, public safety and social services to communities.

Background

Mr. Herbert E. Vargas has over 37 years of public sector and private consulting engineering practice in the fields of project management, public administration, traffic and revenue, transportation planning, financing, traffic engineering, highway engineering, construction management, transit, drainage, environmental studies, planned communities, land development, and growth management. This experience is complemented by his expertise in commercial and residential real estate transactions.

Professional Experience

Aware Realty Inc./Aware Engineering Inc. (2017-Present) - As Licensed Real Estate Broker and Licensed Professional Engineer, Mr. Vargas has developed policies and procedures to launch both businesses in the South Florida market. Real estate revenues are in line with business planning expectations. The engineering practice is slow in taking off as emphasis is in the real estate practice.

C&M Associates, Inc (2004-2017) - As Chief Specialty Engineer, Mr. Vargas provided technical leadership and guidance to project managers and project engineers within the organization. Assisted Florida's Turnpike, Texas Department of Transportation, El Paso District, Virginia Department of Transportation, among others in the planning, consensus building, infrastructure and financial planning of infrastructure programs. Participated in meetings with Fitch, Moody's and Standard and Poor's to go over the financial plans for the issuance of bonds to fund the programs.

Herbert E. Vargas, P.E.
President/Owner

Qualifications

B.S., Civil Engineering, California State Polytechnic University (1981)

Registered Professional Engineer, Florida (1994)

Registered Professional Civil Engineer, California (1986)

Registered Professional Engineer, Texas (2016)

Licensed Real Estate Broker, Florida (2017)

Professional Activities

Former alternate to the Miami-Dade County ITS Committee

Former alternate to the Miami Intermodal Center Technical Working Committee

Former alternate to the Miami-Dade MPO Technical Working Committee for LRTP and TIP

Former Chairman of the Southern California City Traffic Engineers Association

Former member of the Orange County (CA) Transportation Agency, Congestion Management Program, and Intelligent Vehicle Highway Systems Technical Advisory Committees

Former President of the City of Buena Park Mid-managers Association

Professional Experience

TxDOT El Paso District Support (2013-2017) - Mr. Vargas developed the sequencing of 15 projects to improve transportation in the vicinity of Fort Bliss along Loop 375, Montana Avenue, Global Reach Drive and Spur 601 in El Paso, TX. The implementation plan was developed assessing the local needs and meeting with project stakeholders.

Mr. Vargas developed the plan utilizing simulation models to mitigate traffic congestion during construction, managing demand from land development and infrastructure projects as well as considering the costs of the transportation projects. Estimated cost of improvements as adopted by the El Paso Metropolitan Planning Organization is approximately $660,000,000.

Montana Avenue Corridor Study, El Paso, TX (2015) – Study included stakeholder meetings, review, development, and analysis of crash data, traffic conditions, and development of a master plan of improvements from IH 10/Paisano and US 54/Montana Avenue to Desert Meadows Drive. Study recommended immediate, short term and long term improvement projects. Results of this study were later incorporated into the MPO plan.

Ambassador Bridge, MI (2013) - Project manager responsible for development of traffic and revenue projections for the Ambassador Bridge. Analysis included review of socio-economic, traffic and trade trends in Windsor, Canada and Detroit, Michigan. Reviewed status and forecast of jobs and population. Performed analysis of the healthcare and auto manufacturing industries in Canada, United States and Mexico and their relationship to freight and commuter trips across the border.

El Paso Port of Entry Study, TX (2012) – Mr. Vargas reviewed alternatives for an international border crossing between El Paso, TX and Ciudad Juarez, Mexico. Review of international trade trends across the border.

I-495 HOT Lanes Traffic and Revenue Peer Review, Virginia (2006) – Project Manager for the peer review of an investment grade traffic and revenue study on behalf of the Virginia Department of Transportation (VDOT). Provided opinion on private developer's traffic projections and assisted Commonwealth of Virginia Departments of Innovative Financing and Department of Transportation in the negotiations of this Public-Private Partnership. Reviewed economic trends in Tysons Corner and commuter patterns associated with operations of the federal government in Washington, D.C.

South Florida Transit Analysis Study, Florida (2004) - Project Manager for review of existing transit services in Miami-Dade, Broward and Palm Beach counties. The study consisted in organizing elected officials workshops and stakeholder meetings.

Softwares

Microsoft Office: Word, Excel, Powerpoint, Access, Publisher, Outlook
Microstation
Geopak
AutoCAD
Transmodeler
TransCAD
Cube
VISSIM
Microsoft Project

Languages

Read, write and speak English fluently
Read, write and speak Spanish fluently

Professional Experience

Initial meetings consisted of hearing from elected officials of their public transportation needs. Follow-up meetings consisted of providing alternatives and technology to address those needs. The study resulted in the development of short-term, mid-term and long-term transit improvements. Technologies included heavy rail, commuter rail, automated people-mover, bus rapid transit, regional and community bus services and demand management measures. Projects were then integrated into the local transportation plans such as the FEC commuter rail and the State Road 7 Bus Rapid Transit.

Miami-Dade Expressway Authority (MDX), Florida (1998-2004) - Deputy Program Director. Mr. Vargas developed the initial program, which grew from a staff of two engineers to over 80 professionals providing general engineering consultant support to MDX. Organized and assisted with a series of workshops with board members and stakeholders to develop the initial business plan for the organization. Assisted the newly formed MDX in hiring technical staff and consultants as the agency grew from just the Executive Director position to an operating staff. Mr. Vargas assisted in coordination with federal, state and local agencies to develop and implement initial work program and during the negotiations to transfer initial assets from FDOT to MDX. Responsible for preparation of five-year transportation improvement programs (TIP) and long range transportation plans (LRTP), implementation of electronic toll collection, investment grade studies and presentations to credit rating agencies, traffic operations analysis and planning studies. Assisted in oversight and development of design and construction contracts for the implementation of capital improvement program.

Mr. Vargas was responsible for coordination of legal, financial, general engineering and traffic and revenue consultant teams through the process of planning and delivering projects under the direction of the Executive Director. He participated in ongoing workshops and presentations to MDX Board members. He assisted and supported MDX Chief Financial Officer and financial advisors in the establishment of the financing plans including toll rates, funds drawdown forecasts and determination of expenditures and project costs. Assisted in the development of grant applications from the ITS federal program, the Toll Revolving Trust Fund and the State Infrastructure Bank. Assisted in the development of general budgets for maintenance and operations of the Authority's facilities. Assisted and supported MDX legal counsel in the preparation of construction contracts, transfer agreements, joint powers agreements, agency negotiations and issuance of over $300 million in toll bond revenues. At inception (1998), MDX annual revenues were over $2 million. In 2004, when Mr. Vargas moved on to support TxDOT, MDX revenues were over $70 million and now after the 20-year period from the inception of the agency, the revenues for 2018 were $253 million. The financial engine formulated by Mr. Vargas is working as originally planned after 20 years of inception.

Additional Information

Former Pembroke Pines Economic Development Board Member

Former Secretary of the Airport West Chamber of Commerce

Former Government Affairs Committee member of South Broward Board of Realtors

Professional Tennis Instructor certified by the United States Professional Tennis Association

Professional Experience

City of Buena Park, California (1989-1994) – City Traffic Engineer and Manager of Traffic and Transportation Services. Prepared and presented agenda items to City Commission. Responsible for the operation of the Division in compliance with federal, state, county and the local city charter and code of ordinances. Responsible for the maintenance and operation of 62 traffic signals and for the design and construction of traffic signal improvements. Responsible for the design, review, maintenance and construction of pavement markings and traffic signs. Responsible for transportation planning including review of land development projects. Managed engineering staff and traffic signal maintenance and pavement markings/signs maintenance crews.

Mr. Vargas coordinated with local police and fire departments, county planning agencies and California Department of Transportation in the management and operation of transportation systems within a city of over 70,000 people and 10.3 square miles. Supervised preparation of the circulation element for the City's Comprehensive Plan. Developed a Transportation Improvements Fee Program and seven-year capital improvement program for a growth management program. Developed annual operations and capital improvement budgets for the division. Participated in negotiations in support to the Community Redevelopment Agency to attract car dealerships and entertainment businesses to the City, such as Wild Bill's Dinner Theater. Coordinated and supported events at the City of Buena Park such as filming movies, events at Knott's Berry Farm, Silverado Days. Worked with JC Penney, Kraft, Amway and other manufacturing/distribution industries in the city to serve their needs and to regulate their traffic patterns to provide a balance between the residential needs and the industries. Assisted with programs to enhance the commuting experiences to work such as establishing ride share programs and bike locker programs. As elected representative of the city's mid-managers association, Mr. Vargas participated in win-win labor negotiations to increase salaries and benefits.

Robert Kahn & Associates (1988-1990) – Manager of Engineering. Responsible for the production of traffic studies and engineering plans. Responsible for business development and management of office operations.

Jack G. Raub/Nolte & Associates (1981-1988) – Project Engineer. Developed travel demand models for Highlands Ranch, Colorado and for Mission Viejo, Aliso Viejo and Coto de Caza in Orange County, California. Responsible for the design of storm drain systems, hydraulic structures, arterial highways and freeways in Mission Viejo and Aliso Viejo. Budget manager and task coordinator for street improvements including construction of curb and gutter, sewer, water, storm drain, asphalt, sidewalk, traffic signals, utilities, landscaping, and retaining walls. Developed traffic analysis software in Fortran 77.

WHYTE

Dr. Kahilah T. Jones- Whyte
13785 SW 40th St.
Davie, FL 33330

Dear Sir or Madam:
The depth of my experience includes working in the following fields: ***Marriage and Family Therapy, Human Resource Development, School Administration, and the Judicial System***. During my tenure as the coordinator for Restorative Justice and Child Diversion I have overseen and developed innovative strategies to aid in the planning and operation of the services provided island wide in volatile communities throughout Jamaica. I currently oversee nine (9) Restorative Justice Centres, five (5) Justice Centres (services include Restorative Justice, Child Diversion, Human Trafficking, Legal Aid Services, and Mediation), and one (1) Child Diversion Centre.

I have organized international conferences on Restorative Justice, participated in various media programs across formats (print, radio, televised, social , etc.) related to Alternative Dispute Resolution issues. Additionally, I am a Trainer in Restorative Practices and have overseen and conducted training workshops and sensitizations for Police Officers, members of the Judiciary, School Administrators, Clergy, and Community Leaders in both Restorative Justice and Child Diversion.

I have experience collaborating with community leaders, a national oversight committee, international consultant, in addition to NGOs, faith-based organizations, and political representatives. During my career in social services as a Licensed Marriage and Family Therapist I have worked with the following populations: ***Domestic Violence, At-Risk Youth, Substance Abuse, Sexual Abuse /Rape, Incest, and Grief/Loss***. I have strong leadership skills; good written and oral communication abilities; knowledge of various computer programs (i.e. Microsoft Office Suite); the ability to work effectively in a team environment; and excellent interpersonal skills. I look forward to hearing from you.

Kindest regards,

Kahilah T. Jones-Whyte, PhD, MS, LMFT

KAHILAH T. JONES-WHYTE, PHD

13785 SW 40th Street Davie, FL, United States 305-582-2392
18 Charlton Road, Townhouse #8, Kingston Kingston, Jamaica 874-574-2755

platinumlifecounseling@gmail.com **linkedin.com/in/kahilah**

EDUCATION

Doctorate in Philosophy (PhD), Leadership specializing in Human Resource Development
Barry University (Miami Shores, FL) **12/2017**
Dissertation: *The Lived Work Experiences of Jamaican Americans in South Florida*
Master of Arts (MS), Marriage and Family Counseling **12/2007**
Barry University (Miami Shores, FL)

Bachelor of Arts (BA), Major: Political Science, Minor: African Studies **12/2004**
University of Florida (Gainesville, FL)

PROFESSIONAL EXPERIENCE

Restorative Justice Coordinator
Ministry of Justice (Kingston, Jamaica)
11/2016 to Present

Job Duties: Providing management oversight for several vulnerable and volatile communities throughout the nation of Jamaica. Ensures that the Restorative Justice programme is operationalized, as it should, within each of the fourteen (14) parishes and the fifty (50) targeted communities.Oversees the implementation of the Programme, and supervising the RJ Centre Managers, Facilitators, and Volunteers.

- *Working with Ministry's, Donors, and Government Agencies in the establishment and implementation of five (5) Justice Centres offering services inclusive of Alternative Dispute Resolution (Restorative Justice) and Social Justice Services (Child Diversion, Victim Services, Human Trafficking, and Legal Aid)*
- *Managed operations of nine (9) Restorative Justice centres, five (5) Justice Centres, and one (1) Child Diversion centre throughout Jamaica directly supervision thirty-one (31) managers and over two hundred (200) volunteers*
- *Created and established Job Descriptions and subsequently recruited for the positions of: ten (10) Community Liaison Officers; fourteen (14) Managers, Restorative Justice; and fourteen (14) Child Diversion Officers throughout the nation of Jamaica.*
- *Participated in the drafting of interview protocols, instruments, and sitting on interview panels for all personnel at the parish level Justice Centres inclusive of staff and volunteers.*
- *Drafted a Memorandum of Understanding between Ministry of National Security and Ministry of Justice for the use of incarcerated individuals to utilize the services of Restorative Justice wherein a crime has taken place and the victim, offender, and community members meet in a conference session facilitated by volunteers and Managers, Restorative Justice to arrive at an agreement which is inclusive of : truth*

telling and reparations.

- *Developed and managed the budgets of both Restorative Justice and Child Diversion totaling more than $1,000,000 USD annually.*
- *Established annual Staff and Educational Development workshop*
- *Oversaw, coordinated, and assisted in the training of over one thousand (1,000) individuals across*
  Across sectors (School Administrators -Deans of Discipline, Guidance Counselors, Principals, and Teachers; Nurses; Community Leaders, and Justices of the Peace) in Restorative Practices in an effort to reduce conflict in communities, schools, and workplaces.
- *Assisted in the establishment of legislation:*
  - *Child Diversion Act (2018)*
  - *Restorative Justice Act (2016)*

Guidance Counsellor
Norman Manley High School
2/2016 to 10/2016

Job Duties: Provides direct support service to individual students, small groups, and classrooms. Completes assessments, referrals, and counseling with students and families. Consults with other professional staff and outside agencies and other organizations. Completes home visits and assessments. Develops and maintains family outreach programs and community partnerships.

- *Established Case Management System*
- *Established Protocol for Parent/Counselor/Student Meetings*
- *Led trainings for School Administrators in Stress Management; Burnout; and Resolving Workplace Conflict*
- *Supervised group of guidance counselor interns*

Adjunct Lecturer in Behavioural Sciences
Northern Caribbean University (Kingston Campus) **5/2015 to 12/2017**

Job Duties: Preparing Guidance Counsellors and Social Workers for the Job Market, Teaching and facilitating greater understanding of the job duties and experiences of Counseling at various levels: Family, Social Work, and Child Welfare. Facilitating online discussion and fostering growth and innovation in Counselling.

Therapist, Counsellor and Director
Platinum Life Counseling (Florida, USA)
4/2013 to 5/2015

Job Duties: Provided Therapeutic Consultation to Individuals, Couples, Families and youths at risk, with the aim to "Create A Better Legacy". Personal Branding Expert: Instructing Business owners how to tap into the newest forms of Social Media (Twitter, LinkedIn, Facebook, Instagram, Google Plus) and utilize effectively for the greatest return on investment. Services directed to: Individual Adults, Couples, and Youth/Adolescents/Children. Served Multicultural Clients (African American, Caucasian, Jamaican, Haitian, Trinidadian, Guyanese, Dominican, Cuban, Puerto Rican, Jewish, and Multiracial bbpPersons).

Home Bound Care Inc. (USA) **12/2007 to 4/2013**
Human Resource Director
Job Duties: Developed innovative and unique organization strategies by identifying and researching human resources issues; contributing information, analysis, and recommendations to Administrator and support office staff. Managed human resources operations by recruiting, selecting, orienting, training, coaching, counseling, and disciplining staff; planning, monitoring, appraising, and reviewing staff job contributions; maintaining compensation; determining production, productivity, quality, and customer-service strategies; designing systems; accumulating resources; resolving problems; implementing change.

Children's Harbour (USA)
1/2008 to 4/2013
Family Strengthening Counselor (In- Home-in school Therapy-Students at risk)
Job Duties: Worked directly with the local Police force to provide therapeutic services in the homes of individuals that were victims/perpetrators of Domestic Violence, Rape, Child Abuse, Substance Abuse, and At-Risk Violent Youth. Served Multicultural Clients (African American, Caucasian, Jamaican, Haitian, Trinidadian, Guyanese, Dominican, Cuban, Puerto Rican, Jewish, and Multiracial Persons).

Family Counseling Services of Greater Miami (USA)
2007 to 2008
Internship/Practicum Site
Job Duties: Worked in school system with parents and students using behavioral analysis techniques (i.e. observations in classroom settings), play therapy (i.e. Art, Sandbox), leading out therapeutic groups and presentations using a curriculum.

LICENSES/CERTIFICATIONS

- Licensed Marriage and Family Therapist (# MT2775)
- Florida Certified Family Mediator, Florida Supreme Court (#30982 F)
- Trainer in Restorative Practices (IIRP-Canada)

REFERENCES

1) Dr. Anthon Francis
   CEO/Administrator
   Express Home Health
   Tele: 678-777-7783

2) Dr. Raymond Ramsay
   Ramil Pharmacy-CEO/Director
   2331 North State Road
   Lauderdale Lakes, FL
   Tele: 954-773-1955

3) Dr. Donna Brown
   Education Director
   East Jamaica Conference OF Seventh Day Adventists
   Tele: 876-297-6304

Williams

Vanessa G. Williams
1204 Manor Drive South
Weston, Florida 33326

June 17, 2019

Dierdre Davis
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Dear Ms. Davis,

I am excited to learn that the Town of Pembroke Park is looking for a Manager. I am a senior-level professional with extensive demonstrated leadership in public administration and policy, stakeholder management, and strategic planning. I have been responsible for managing teams of up to 28 staff members. I am confident my background will serve me well at Pembroke Park.

I have over 18 years of experience in the public sector and am uniquely skilled in liaising with local, regional, and international officials as well as key business stakeholders and the general public. Along with an in-depth understanding of organizational needs, I have been instrumental in generating additional revenue opportunities and developing winning corporate and brand strategies. I am a team builder with strong management and verbal, written and interpersonal communications skills. My many years serving on electoral and political campaigns have been particularly useful in public administration when it comes to optimally managing relationships with elected officials.

I served the City of Miami Beach with 90,000 residents in the capacity of Assistant Director of Tourism, Culture and Economic Development. It is a department of 16 staff members with a broad range of responsibilities promoting Miami Beach as a cultural capital and world-class destination, maximizing tax revenues to the City by increasing convention, business and leisure tourism, including via the Miami Beach Convention Center and the comprehensive planning and permitting of special events and major event activations. I have worked directly with the Greater Miami Convention and Visitors Bureau (GMCVB), the Miami Beach Visitor and Convention Authority (VCA), Spectra, the Convention Center Advisory Board (CCAB), the Ocean Drive Association, the Lincoln Road Business Improvement District (LRBID), the Production Industry Council (PIC), Art in Public Places (AIPP), the Art Basel (ABMB), Air and Sea Show, International Tennis Federation (ITF), South Beach Wine and Food Festival and the Yacht Show organizers, among many others.

I have a track record of successfully building community consensus and support for projects and programs from conception through execution contributing to the growth, economic development and resiliency of cities. My years of consulting have been focused on a diverse set of projects in the public, semi-public and private sectors. This has benefited me greatly by giving a broad perspective of the unique positions of the different sectors within communities.

One of my proudest career achievements was managing and hosting the hugely successful and record-breaking Florida-Caribbean Cruise Association (FCCA) Conference in St. Maarten in 2014 from start to finish. The two years of planning and organization of a conference of 1,500 delegates required the ability to work cross functionally with all departments of the port to coordinate efforts while maintaining brand messaging. In addition, it was mission critical to inspire to get the entire community on board in support of such an island wide event. This conference led to an additional $67 million per year direct contribution to the local economy.

I look forward to speaking with you about how I can contribute to Pembroke Park.

Sincerely,

Vanessa G. Williams

VANESSA G. WILLIAMS

williamsvanessa@hotmail.com • (954) 556-0100 • www.linkedin.com/in/williamsvanessa

SALARY HISTORY – FULL-TIME POSITIONS

Assistant Director of Tourism, Culture and Economic Development
City of Miami Beach
Miami Beach, FL
2016 - 2017
Annual Salary: $133,000 plus benefits

Managing Director
Nautilus Consultancy
St. Maarten
2010 - 2015
Annual Salary: $125,000

Consultant Integration Manager
Heineken St. Maarten - International Liquor and Tobacco Trading
St. Maarten
2009
Annual Salary: $72,000

Deputy Managing Director
Port St. Maarten - St. Maarten Ports Authority
St. Maarten
2005 - 2008
Annual Salary: $101,000

Policy Advisor
Government of St. Maarten, Bureau of Constitutional Affairs
St. Maarten
2001 - 2005
Annual Salary: $26,000

VANESSA G. WILLIAMS

williamsvanessa@hotmail.com • (954) 556-0100 • www.linkedin.com/in/williamsvanessa

Senior-level tourism, business and economic development professional with over 17 years of leadership in travel and tourism, strategic planning, public policy, marketing, real estate and asset management in public administration and the private sector.

PROFESSIONAL EXPERIENCE

Caribbean Palm — Remote
Managing Director — 2004 - Present

- Lease and manage commercial real estate portfolio

City of Miami Beach, Tourism, Culture and Economic Development — Miami Beach, FL
Assistant Director — 2016 - 2017

- Maximized tax revenues to the City by increasing convention, business and leisure tourism with the Greater Miami Convention and Visitors Bureau (GMCVB) and the Miami Beach Visitor and Convention Authority (VCA), representing the City on GMCVB's Hotel Committee, Sports Tourism Advisory, and Marketing Advisory Committee
- Promoted the $600 million renovation of the Miami Beach Convention Center by coordinating the joint sales efforts of the GMCVB and the Convention Center's management company Spectra, and by supporting the Convention Center Advisory Board and the Mayor's Ad Hoc Blue Ribbon Steering Committee on the Convention Center Hotel
- Successfully permitted special events, film and print productions by developing comprehensive logistics planning and coordination of City services, Police, Fire, and Sanitation Departments, for major event periods such as Art Basel, Art Deco Weekend, Yachts Miami Beach, South Beach Wine & Food Festival, Spring Break, Memorial Day, Halloween with the Lincoln Road Business Improvement District (BID), and New Year's Eve on Ocean Drive
- Optimized non-tax revenues and community use of City-owned properties by managing portfolio of over 140 real estate lease, management, development and concession agreements
- Negotiated new concessions, lease and user agreements, including food and beverage concessions in public parks, the Colony Theatre, and telecommunications agreements at the Miami Beach Convention Center
- Cost-effectively assisted City departments to identify space as needed for internal departments by negotiating terms and conditions with third-party landlords or recapturing City-owned properties leased to third parties
- Streamlined the permit process between City departments and business and commercial property owners via the Business Assistance Program
- Attracted private capital investment and commercial sector investors contributing to growth and economic resiliency
- Supported City's efforts to revitalize North Beach, a key Miami Beach neighborhood, collaborating with the North Beach Committee to develop the North Beach Master Plan's strategy for parks and open spaces, new business sectors, housing, transportation, parking and public safety
- Promoted Miami Beach as a cultural capital and world-class destination by coordinating quality entertainment programs such as free outdoor film and performance series for the enjoyment, education and cultural enrichment of residents and visitors
- Promoted the heritage and culture of Miami Beach by directing the cultural grants program of the Cultural Arts Council awarding over $800,000 to support not-for-profit Miami Beach-based dance, music, theater, film and visual arts institutions
- Oversaw the Art in Public Places program to commission, maintain and display public art, including approximately $7 million in art projects in progress at the Convention Center and new projects at Soundscape and Flamingo Park

Nautilus Consultancy — St. Maarten
Managing Director — 2010 - 2015

- Led an estimated $67 million direct annual increase to the local economy by increasing the number of cruise ship calls to Port St. Maarten after hosting the 21st Annual FCCA Cruise Conference & Trade Show with record-breaking attendance
- Served as subject matter expert and consultant for corporate strategy, branding, logistics, real estate management, contract negotiation and administration services
- Provided management advisory services for electoral campaigns; created and executed innovative, targeted marketing plans, public relations, and product launches

Heineken St. Maarten - International Liquor and Tobacco Trading — St. Maarten
Consultant/Integration Manager — 2009 - 2009

- Managed systems integration of Heineken St. Maarten and International Liquor and Tobacco Trading; led logistics of integrating the two companies, including real estate site selection, equipment procurement, process efficiencies, inventory management, training and coordination of staff, and other day-to-day operational activities

- Overhauled corporate strategy and rebranding efforts; established new company identity and market presence for joint venture between Heineken St. Maarten and International Liquor & Tobacco Trading in duty-free wholesale and retail to reflect the premium customer service and luxury brands
- Developed and launched B2B and B2C integrated marketing and public relations campaign ensuring continuity of premium product/service mix for current and prospective customers

Port St. Maarten - St. Maarten Ports Authority St. Maarten
Deputy Managing Director 2005 - 2008

- Supervised daily operations of one of the top 3 Caribbean ports, the Dr. A.C. Wathey Cruise & Cargo Facilities; optimized collaboration between the Port Authority, government, concessionaires, public and private sector stakeholders
- Increased cruise tourism and cargo throughput ensuring sustainable growth by planning and executing all local and international marketing (including traditional and heritage tourism), strategic communications, public relations and events, coordination and hosting of all conferences and trade shows, including Cruise Shipping Miami, Caribbean Shipping Association's Executives Conference, and the Florida-Caribbean Cruise Association's Cruise Conference & Trade Show
- Spearheaded and implemented the rebranding of the company in line with the strategic objectives of the port
- Effectively managed the development, maintenance and exploitation of all ports on the island with all pertaining waters, roads, constructions, buildings, institutions, equipment, aids to navigation, and structures on- and offshore
- Promoted maritime safety and security ensuring compliance with International Maritime Organization (IMO), national and local conventions, laws, rules and regulations

Government of St. Maarten, Bureau of Constitutional Affairs St. Maarten
Policy Advisor 2001 - 2005

- Provided guidance and analysis to the government on policies surrounding constitutional status change, decentralization, and overall restructuring of the government of St. Maarten within the Kingdom of the Netherlands
- Built public awareness and support via information campaigns and community outreach events

EDUCATION & CERTIFICATIONS

Certified Destination Management Executive (CDME), Destinations International — In Progress

California State University, School of Business Management — Carson, CA
Master of Business Administration (MBA), Specialization: International Business, Marketing — May 2006

Columbia University, Graduate School of Arts and Sciences — New York, NY
Master of Arts (MA), Specialization: Political Science, International Relations — May 2001

New York University, College of Arts and Science — New York, NY
Bachelor of Arts (BA) with Honors, Specialization: French Language, Culture and Civilization — Jan 1998

PROFESSIONAL DEVELOPMENT

- Destination Leadership; Destination Information and Research - Destinations International
- Sea Turtle Workshop - Florida Fish and Wildlife Conservation Commission (FWC)
- Port Operation, Safety and Information Technology Seminar - American Association of Port Authorities (AAPA)
- Latin American and Caribbean Executive Conference - American Association of Port Authorities (AAPA)
- Customer Service Excellence Workshop - Florida-Caribbean Cruise Association (FCCA)
- Contemporary Issues in Human Resources Management for High Performance Workplace Practices
- Going Green in the Workplace

ADDITIONAL EDUCATION

- Pace University: Principles of Economics: Macro; Principles of Economics: Micro
- University of Amsterdam: Introduction to International Relations and International Political Economy; Past, Present and Future of European Integration; Foundations of International Relations
- Harvard University: Quantitative Reasoning; The United States in the 20th Century

LANGUAGES

Fluent in French and Dutch, basic Spanish and Papiamentu

VANESSA G. WILLIAMS

williamsvanessa@hotmail.com • (954) 556-0100 • www.linkedin.com/in/williamsvanessa

REFERENCES

Max Sklar
Vice President
Magic City Innovation District
6301 NE 4th Avenue, Miami, FL 33138
Relationship: Former Director, Tourism, Culture and Economic Development, City of Miami Beach
Phone: +1 (305) 409-5322
Email: sklar.max@gmail.com

Rolando Aedo
Executive Vice President, Chief Marketing Officer
Greater Miami Convention and Visitors Bureau (GMCVB)
701 Brickell Avenue, Suite 2700, Miami, FL 33131
Relationship: Former partner organization of the City of Miami Beach
Phone: +1 (305) 539-3000
Fax: +1 (305) 539-2985
Email: rolando@gmcvb.com

Ita Moriarty
Senior Vice President of Sales
Greater Miami Convention and Visitors Bureau (GMCVB)
701 Brickell Avenue, Suite 2700, Miami, FL 33131
Relationship: Former partner organization of the City of Miami Beach
Phone: +1 (305) 539-3000
Fax: +1 (305) 539-2985
Email: ita@gmcvb.com

Terri Cannici
Vice President of Operations
Florida-Caribbean Cruise Association (FCCA)
11200 Pines Boulevard, Suite 201, Pembroke Pines, Florida 33026
Relationship: Former partner organization of Port St. Maarten
Phone: +1 (954) 441-8881
Fax: +1 (954) 441-3171
Email: tcannici@f-cca.com

John Leone
Commercial Director
International Liquor & Tobacco Trading
Juancho Yrausquin Boulevard, Building 89, Pointe Blanche, St. Maarten
Relationship: Former direct supervisor at Heineken St. Maarten & International Liquor & Tobacco Trading
Phone: +1 (721) 586-0150
Fax: +1 (721) 543-7722
Email: greenspringjohn@gmail.com

Dear Mayors and City Officials:

The Edward Byrne Memorial Justice Assistance Grant-Countywide (JAG-C) is a program administered by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP) and in Florida by the Florida Department of Law Enforcement (FDLE). Program funds can be used to support a broad range of activities to prevent and control crime and to improve the criminal justice system throughout the County.

The Broward County Human Services Department, Community Partnerships Division, issued a Request for Proposals (RFP) on May 1, 2017 for program funding that included one initial year and two renewal option periods. Following submission of grant proposals, a comprehensive review process was conducted using a rating committee comprised of County staff, community stakeholders and volunteers, many of whom had reviewed JAG-C proposals previously. The attached letter includes the resulting recommendations, which will be presented for approval by the Broward County Board of County Commissioners. Final approval of the JAG-C projects is under the purview of FDLE.

For the federal fiscal year 2018-2019, Broward County will utilize the $412,043 in JAG-C funds for the first option period of the program awarded in the 2017 RFP. In order to continue this funding, we must submit to FDLE supporting letters (known as "51% letters") from the Mayors of local units of government. The 51% letters must represent at least 51% of the units of government, which also represent at least 51% of the population located in the county. **These "51% letters" are required by FDLE as part of the JAG-C application process.** Please print the 51% letter **on your letterhead and have it signed by the Mayor.** A sample letter is attached for your convenience. **Please return a scanned copy of the signed letter via email to my attention by July 13, 2019.**

PLEASE DO NOT SEND THE LETTER DIRECTLY TO RONA KAY CRADIT. Please note: if someone other than the Mayor signs the letter, FDLE requires an additional document indicating this person's signatory authority.

If you or your staff have questions or need additional information, please feel free to contact me at 954-357-5899 or dascott@broward.org.
Thank you for your support. We look forward to working with you on the JAG-C Program.

Sincerely,

Deborah A. Scott, MS, Program/Projects Coordinator, Sr.
Children's Services Administration Section
Community Partnerships Division
115 S. Andrews Ave, Rm A-360
Ft. Lauderdale, FL 33301
Phone: 954-357-5899
dascott@broward.org

(DATE)

Ms. Rona Kay Cradit
Administrator
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Cradit:

In compliance with State of Florida *Rule 11D-9*, F.A.C., the City/Town of (Please indicate name of your city or town) approves the distribution of $412,043 of Federal Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant-Countywide (JAG-C) Program funds for the following projects in Broward County:

Subgrantee/ Implementing Agency	**Title of Project/Provider Agency**	**Amount**
Broward County/ Community Partnerships Division	**ProjectRISE/HANDY, Inc.** Employability skills training and related services for youth with behavioral health issues that impact their ability to function socially, academically/vocationally, and/or emotionally, and/or also adjudicated dependent and have current Department of Juvenile Justice involvement.	$ 378,401.00
Broward County/ Community Partnerships Division	**Planning, Evaluation, Technology and Improvements/ Community Partnerships Division**	$ 33,642.00
Total Subgrantees: 2	**Total Amount**	**$412,043.00**

Sincerely,

_____
Typed Name of Chief Official

_____
Typed Title

THE UNITED STATES CONFERENCE OF MAYORS

Register Today

The United States Conference of Mayors invites your city to participate in the 2019 Mayors National Youth Summit in Los Angeles, from **July 25 to 27 2019.** The Summit will be co-hosted by Los Angeles Mayor Eric Garcetti, and the Conference of Mayors' Youth Involvement Task Force, Chaired by Gresham Mayor Shane Bemis.

The Mayors Youth Summit will serve as an invaluable opportunity for young leaders from across the country to directly engage and collaborate with our nation's mayors and to actively address some of the most important issues facing young people today.

REGISTER NOW

DRAFT AGENDA

WAIVER

Questions about the Youth Summit?

James Kirby

Email: jkirby@usmayors.org

Phone: 202-861-6759.

During the Youth Summit, mayors and young leaders will share ideas and insights surrounding efforts to embolden young people and include them in community decision-making processes. Youth and mayors will also work together to design a community action campaign, focused on youth civic engagement, that can be implemented when they return to their cities.

How to Get Involved

Each attending mayor is expected to **select 2 Youth Leaders**, at their own discretion, to accompany them to the Youth Summit. It is recommended that participating mayors select young people, between the ages of 16 and 22, from their City's Youth Council or Youth Advisory Board where applicable.

Youth Leaders under 18 **must** have a chaperone accompany them to the Summit, and submit a signed waiver from a parent or guardian before attending the Summit. **Mayors and youth should register separately for the Summit, though all participants must register by Friday, July 9th.**

Please submit all signed waivers to Sarah Bowen at sarahb@globetrottermgmt.com.

Accommodations for Youth

Hotel

The U.S. Conference of Mayors will provide free hotel accommodations**, on a limited basis,** for Youth Leaders traveling from outside of Los Angeles County.

Airfare

The Conference of Mayors is able to provide free domestic airfare vouchers to Youth Leaders attending the Conference from outside the State of California. Flight vouchers are available on a limited basis. Youth chaperones will not be eligible for a free flight voucher. However, the Conference of Mayors team is available to assist in coordinating air travel.

To inquire about airfare, please contact Sarah Bowen at sarahb@globetrottermgmt.com or Matthew Clingan at mattc@globetrottermgmt.com. You may also connect by phone at 1-800-322-7032.

ABOUT US

The United States Conference of Mayors is the official non-partisan organization of cities with a population of 30,000 or larger. Each city is represented by its chief elected official, the mayor.

CONTACT US

1620 I St. NW
Washington, D.C.
20006
(202) 293-7330

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LATEST NEWS

- U.S. Conference of Mayors Appoints Chicago Mayor As Chair Of Criminal & Social Justice Committee
- U.S. Conference of Mayors, Wells Fargo Award $1 Million to Cities for Local Revitalization, Economic Development, Job Creation
- Mars Petcare and U.S. Conference of Mayors Announce 2019 better cities for pets™ Grant Recipients
- Plano & Aguadilla Deemed "Most Livable" Cities in America
- Los Angeles and Fayetteville Mayors Win Top Climate Awards

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The Conference's mobile app is your best guide to the nation's mayors, the organization, and our meetings. Learn more about our app.

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BROWARD COUNTY SUPERVISOR OF ELECTIONS
1501 NW 40TH AVENUE, LAUDERHILL, FL 33313
Fax: (954) 587-6763

Arrangement for Temporary Use of Facility

Precinct(s) Q050

This arrangement dated this _____ day of _____ between Peter Antonacci, Supervisor of Elections, Broward County, Florida and the listed facility used as a polling place.

Name of Facility: Pembroke Park Center Commission Room

Address: 3150 SW 52nd Avenue, Pembroke Park FL 33023

City, State & Zip: _____

THE FACILITY AGREES:
To provide a polling place for holding the Elections on March 17th, August 25th and November 3rd of 2020
Room: _____ **Sq ft:**_____ **Capacity:**_____
To provide the above from **5:30 a.m.** until all closing procedures required by the Election Board are completed.

ELECTION DAY CONTACTS

Who will provide access to polling place Monday before Election Day between 3:00 p.m. – 6:00 p.m. for Clerk/VST to setup equipment?

Name: _____ **Cell:** _____ **E-mail:** _____

Will facility provide Precinct Clerk/VST with a key prior to Election Day? **Yes:** ☐ **No:** ☐

If No, provide name & phone # of person responsible for opening facility at 5:30am on Election Day:

Name _____ **Cell:** _____ **Home:** _____

***The emergency contact name(s) and phone number(s) before and after business hours:**

Name: _____ **Cell:** _____ **Home:** _____

Name: _____ **Cell:** _____ **Home:** _____

EQUIPMENT DELIVERY DAYS & HOURS

Days/Hours available for equipment delivery/pickup: Weekdays: _____ **Saturdays:** _____

Is equipment stored in a secured, locked room? **Yes:** ☐ **No:** ☐

Who will provide access for Equip. Delivery? Name: _____ **Cell:** _____ **E-mail:** _____

The Supervisor of Elections Agrees to: Pay the owner $_____ **for use of the above described location.**

Make checks payable to:

_____
Name

_____
Address

_____
City, State & Zip

Person Acknowledging this Arrangement:

_____
Type or Print Name and Title

_____
Signature

_____
Telephone Number

_____
E-mail

REV. 9/2014

Cancellation of this arrangement must be made in writing to the Supervisor of Elections no later than 30 days prior to the said election(s), unless such cancellation is necessary due to fire, flood or other natural disaster, or any situation not otherwise controllable by the organization or individual. Additionally, this arrangement shall be renewed on an as-needed basis contingent upon approval by the owner.

Q050 – Pembroke Park Center Commission Room

Same as: None
Free
Delivery Hours: M-F 9am - 4pm
Polling location: Commission Chambers Room
Key to clerk: No
Equip. storage: Commission Chambers Room
(See Natasha for access)

Before Election - Natasha Joseph
Office: - Cell: 954-275-1140
Email:

5:30am - Natasha Joseph
Cell: 954-275-1140 - Office: 954-966-4600 X235
Email: njoseph@townofpembrokepark.com

After 7pm - Natasha Joseph

Emergency - Chris McKine cell: 954-275-8678
Jeffrey Louis Cell: 954-275-0609

Additional Contacts:
Christopher McKine - 954-275-8678

Tiffany (Natasha Joseph Assistant)
clerkassistant@townofpembrokepark.com

Town Clerk Email:
townclerk@townofpembrokepark.com

BROWARD COUNTY SUPERVISOR OF ELECTIONS
1501 NW 40TH AVENUE, LAUDERHILL, FL 33313
Fax: (954) 587-6763

Arrangement for Temporary Use of Facility

Precinct(s) Q051

This arrangement dated this _____ day of _____ between Peter Antonacci, Supervisor of Elections, Broward County, Florida and the listed facility used as a polling place.

Name of Facility: Raymond Ogelsby Preserve Rental

Address: 3115 SW 52nd Avenue, Pembroke Park, FL 33023

City, State & Zip: _____

THE FACILITY AGREES:
To provide a polling place for holding the Elections on March 17th, August 25th and November 3rd of 2020
Room: _____ **Sq ft:** _____ **Capacity:** _____
To provide the above from **5:30 a.m.** until all closing procedures required by the Election Board are completed.

ELECTION DAY CONTACTS

Who will provide access to polling place Monday before Election Day between 3:00 p.m. – 6:00 p.m. for Clerk/VST to setup equipment?

Name: _____ **Cell:** _____ **E-mail:** _____

Will facility provide Precinct Clerk/VST with a key prior to Election Day? **Yes:** ☐ **No:** ☐

If No, provide name & phone # of person responsible for opening facility at 5:30am on Election Day:

Name _____ **Cell:** _____ **Home:** _____

***The emergency contact name(s) and phone number(s) before and after business hours:**

Name: _____ **Cell:** _____ **Home:** _____

Name: _____ **Cell:** _____ **Home:** _____

EQUIPMENT DELIVERY DAYS & HOURS

Days/Hours available for equipment delivery/pickup: Weekdays: _____ **Saturdays:** _____

Is equipment stored in a secured, locked room? **Yes:** ☐ **No:** ☐

Who will provide access for Equip. Delivery? Name: _____ **Cell:** _____ **E-mail:** _____

The Supervisor of Elections Agrees to: Pay the owner $_____ **for use of the above described location.**

Make checks payable to:

_____
Name

_____
Address

_____
City, State & Zip

Person Acknowledging this Arrangement:

_____
Type or Print Name and Title

_____
Signature

_____
Telephone Number

_____
E-mail

REV. 9/2014

Cancellation of this arrangement must be made in writing to the Supervisor of Elections no later than 30 days prior to the said election(s), unless such cancellation is necessary due to fire, flood or other natural disaster, or any situation not otherwise controllable by the organization or individual. Additionally, this arrangement shall be renewed on an as-needed basis contingent upon approval by the owner.

Q051 – Raymond Oglesby Preserve Rental

Same as:	None
Free	
Delivery Hours:	M-F 9am - 2pm - Call before Delivery
Polling location:	Community Room
Key to clerk:	No
Equip. storage:	Meeting area ()

Before Election, 5:30am & After 7pm
Chris Mckine cell:954-275-8678

Emergency - Misael Flores cell: 786-262-2772

Emergency - Natasha Joseph
Cell: 954-275-1140
Email: njoseph@townofpembrokepark.com

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 **Bidder**s 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. **Bidder**s 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 **Bidder**s 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. **Bidder**s 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.

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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 **Bidder**s 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 **Bidder**s 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 protect 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 ("**Buyer**s") 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 **Bidder**s, 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. **Bidder**s 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.
    - 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.
    - 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** "**Buyer**s" 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 **Bidder**s 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 **Bidder**s.

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 **Bidder**s 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.

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 sites[3] (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.

Cancelation 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 cancelation 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**.

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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

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 **CPO** 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-responsible 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-responsible. If the **Bidder** is deemed non-responsible, 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-responsible 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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Comment [MLS3]: Staff suggested change

The **CPO** shall serve as the Chairperson of these committees and shall be responsible for maintaining the integrity of the overall evaluation process.

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The **CPO** (with the **Buyer**s 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 **Bidder**s or committee members shall be coordinated through the CPO.
    - There shall be no individual conversations between **Bidder**s 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, **CPO** 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 **Bidder**s 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 **CPO** 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/**Bidder**s 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 **Bidder**s 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 **Bidder**s were asked to provide quotes? Not all **Bidder**s will quote when asked. If three quotes were needed, five **Bidder**s should have been solicited.
2. Were **Bidder**s given enough time to quote? 24 hours is reasonable for off-the-shelf items, but not for custom-made items.
3. Were the right **Bidder**s asked to quote; meaning did the **Bidder**s 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)(l)(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.

Comment [MLS5]: Need this document

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 CPO 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.

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(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.

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(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 protect 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 **Bidder**s 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@aashto.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.aatcc.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.arema.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.**Buyer**slab.com

E-mail: info@**Buyer**s-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)
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 ship ping 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 de duct 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.*

CANCELATION:
*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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Pembroke Park Purchasing Manual

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		Affirmative Action Requirements
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		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.

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