



Town of Pembroke Park

Agenda

WORKSHOP COMMISSION MEETING Wednesday, September 23, 2020 @ 6:00 PM VIRTUAL MEETING

Page

1. VIRTUAL INSTRUCTIONS

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Workshop Commission Meeting utilizing communications media technology ("CMT"), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19)

Workshop Commission Meeting

Wednesday, September 23, 2020 ~~7:00 PM~~ 6:00 - 11:00 PM

You can dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 134-596-013

Two hours prior to the meeting you can submit a text or voicemail at (954) 707-9820.

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Deputy Town Clerk at townclerk@tppfl.gov.

All comments submitted by email that, if read orally, are three minutes or less shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Deputy Town Clerk

Town of Pembroke Park

3150 SW 52 Avenue Pembroke Park, FL 33023

954-966-4600, ext: 235

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

5.1. Letter from Emma Shoaff

7 - 11

[Emma Shoaff](#)

5.2. 2020-006 Police Department Ordinance

12 - 15

ORDINANCE NO. 2020-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR ESTABLISHMENT OF POLICE DEPARTMENT, POLICE CHIEF, POWERS AND DUTIES OF POLICE OFFICERS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-006 Police Department](#)

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6.1.	Fence Encroachment - Town Planner Miller <u>MMiller encroachment</u> <u>Planner 2757 Park Road Fence ROW Encroach</u>	16 - 40
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8.1.	Proposed Building Department Fee Schedule for FY 20-21 - Interim Building Official Nunez <u>Building Fees added</u>	45 - 50
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9.1.	Bills over \$500 - Assistant Finance Director Taubenfeld <u>Finance Bills Over \$500 September23</u>	69
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9.3.	Air conditioning for the server room - IT Administrator Pakula <u>Agenda Item Report - AIR-20-095 - Pdf</u> <u>Estimate 2765 - revised</u> <u>estimate 10000000262</u> <u>Town of Pembroke Park</u>	75 - 85

- 9.4. Blue Beam software for the Building Department 86 - 91

The Town purchase Bluebeam software from Taradigm.

[Agenda Item Report - AIR-20-096 - Pdf](#)

10. HUMAN RESOURCES DEPARTMENT

- 10.1. Town Attorney Contract - Town Attorney Ryan 92 - 104

RESOLUTION NO. 2020-112

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE EMPLOYMENT AGREEMENT FOR TOWN ATTORNEY WITH MELISSA P. ANDERSON**; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE SAID EMPLOYMENT AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[Town Attorney Agreement](#)

[2020-112 Town Attorney Anderson](#)

- 10.2. Personnel Manual - Clerk Commissioner Jacobs, Human Resource Director Menegazzo 105 - 178

[Personnel New LOGO employee handbook](#)

- 10.3. Organizational Chart - Vice Mayor Clark, HR Director Menegazzo 179 - 180

[Organizational Chart Current and Proposed](#)

- 10.4. Succession Plan and Salary Adjustment for Michelle Grooms BTR and Billing Administrator Position - HR Director Menegazzo, Assistant Finance Director Taubenfeld 181

[HR Grooms Salary Adjustment Memorandum](#)

- 10.5. Approval of increase in salary for Events Coordinator/Administrative Assistant to Commissioners Brown - Clerk Commissioner Jacobs, Commissioner Dieuville 182 - 183

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING MYRIAM JACQUES AS INTERIM PUBLIC SERVICES DIRECTOR; PROVIDING FOR PUBLIC SERVICES DIRECTOR'S COMPENSATION**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-114 Interim Public Services Director](#)

- 10.7. Approval of increase for Interim Public Services Director Jacques - Vice Mayor Clark, Town Manager Jimenez, HR Director Menegazzo 186

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[FSA Training Fees](#)
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[2020-090 Code of Conduct Civility Option A](#)

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ORDINANCE NO. 2020-008B
 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; **PROVIDING FOR THE ESTABLISHMENT OF THE OFFICE OF TOWN ATTORNEY, APPOINTMENT, QUALIFICATIONS AND COMPENSATION; PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THE TOWN ATTORNEY;** PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
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UNREST, NOTICE, DISCRETIONARY EMERGENCY MEASURES OF THE TOWN MANAGER, CLEARING OF DEBRIS FROM PRIVATE STREETS, ROADS, AND ROADWAYS, AND OTHER PRIVATE PROPERTY AFTER A DECLARED EMERGENCY OR DISASTER, PENALTY, AND IMMUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-007 REVISED Emergency Order](#)

14. ANNOUNCEMENTS

15. ADJOURNMENT

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

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

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

Emma Shoaff
506 5th St. Green Acres
Plantation, Fl. 33322
Pembroke Park Fl. 33009

September 23, 2020

To: Town of Pembroke Park Mayor and Commissioners.

Dear Madam Mayor and Commissioners:

Please read this letter of concern into the public records.

Due to my health issues, I am unable to convey my concerns personally.
I do however, request that they be brought forward to all town commissioners, as well as the town attorney, and be addressed formally.

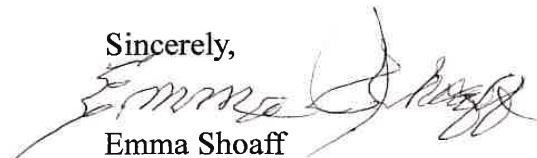
I am a concerned citizen, long time resident, and retired commissioner of Pembroke Park.

Based on information circulating in the town regarding commissioner Geoffrey Jacobs background and records, it is my personal opinion that he should not be serving as police commissioner, clerk commissioner, or a Pembroke Park commissioner.

It is also my personal opinion, that the town should remove him from his title and position as police commissioner, and title and position as clerk commissioner.

Thank you for addressing this matter.

Sincerely,


Emma Shoaff

Town of Pembroke Park
Clerk's Office
SEP 24 2020
Received

PHOENIX New Times

Geoffrey Jacobs, Fired From DPS After Scandal With Director's Daughter, Running for JP

RAY STERN | OCTOBER 15, 2014 | 8:30AM

An ex-state trooper who was fired in 2009 after a rocky affair with the state Department of Public Safety director's daughter is running for Maricopa County Justice of the Peace.

Candidate Geoffrey Jacobs is seeking the position in the northwest Valley's Hassayampa district court, one of 26 county Justice Courts. But he has some serious obstacles to overcome: He's a Democrat running in a Republican-leaning district. He's running against two competitors for the November 4 election, a Republican and a Libertarian.

And he's got baggage -- lots of it.

See also:

-

DPS Pilot Fired After Bitter Ex-Lover Complains to Daddy -- Now the Agency's Director

-

DPS Director Wins Soap-Opera Case Versus Ex-DPS Officer Geoff Jacobs

Ironically, as a former motorcycle cop, patrolman and DPS pilot, Jacobs is in some ways more qualified for the JP job than either of his two opponents.

**Town of Pembroke Park
Clerk's Office**

SEP 24 2020

Received

But his qualifications, unfortunately for him, aren't necessarily the most interesting -- or the most important -- things for voters to know about Jacobs as a political candidate.

As covered in a 2010

New Times

feature article, "The Hot Mess at the DPS," Jacobs was at the center of an infamous scandal that included tales -- made public after Jacobs sued the DPS in federal court -- of rough sex, allegations of rape, and wild cop parties. An investigation into the allegations against Jacobs, though of questionable origin and scope, confirmed at least one instance of Jacobs being dishonest.

Jacobs dated Ami Halliday in late 2008, about three months before her father, Robert, would be named the DPS director by Governor Jan Brewer. When his daughter came home with bruises on her arm and leg one day, Bobby Halliday, (then still retired after serving 35 years with the agency), began his own investigation, taking pictures of the marks and complaining to the internal affairs department of his former workplace rather than calling Glendale police.

Ami Halliday later told investigators that she and Jacobs had an unusually rough physical relationship. He would sometimes hurt her while they had sex, but in a way that kept her coming back to him. They "would always play and just smack each other," a report stated. She accused him of videotaping their sex acts without her consent, posting nude pictures of her online, and also said Jacobs' roommate had once pointed a gun at her. After their bitter breakup, stories began swirling around DPS about bizarre, sexually charged behavior related to Jacobs. In one incident, for example, a passed-out woman at Jacobs' home was allegedly sexually assaulted by Jacobs' stud bulldog. In other gossip, Jacobs reportedly used a DPS airplane to locate and circle around the home of an ex-girlfriend, who was a fellow DPS officer.

**Town of Pembroke Park
Clerk's Office**

SEP 24 2020

Received

None of the criminal allegations tied to Jacobs directly or indirectly were supported by enough evidence to warrant prosecution, Glendale police found. Then DPS looked into Jacobs' computer hard drives -- illegally, he maintains -- and found other concerns.

Among other things, investigators discovered that Jacobs had submitted a bogus obituary to Hawaiian Airlines about his DPS ex-girlfriend so he could transfer her nonrefundable airline ticket to a new girlfriend.

Jacobs sued in federal court over the atypically intense investigation of him, which he claimed violated his rights. He alleged the probe had been conducted with a heavy hand because Halliday, who became DPS director in January of 2009, had taken sides in a complex, adult relationship.

The sordid details unveiled in the investigation of the allegations against Jacobs were made public due to the lawsuit, resulting in articles in this newspaper, the *Arizona Republic* and elsewhere.

In March of 2011, a judge dismissed the suit, saying Jacobs had never proved or even alleged that Halliday -- a private person when he launched the complaint against Jacobs -- had held a meeting with other DPS officials with the intent of targeting the trooper.

Jacobs admits he shouldn't have tried to obtain the airline ticket that way, but says he did it only upon the advice of an airline representative who was trying to help him.

"I'm human, just like anyone else," Jacobs says in an interview this week. "The punishment I went through was ridiculous. (DPS) violated my civil rights in investigating me."

**Town of Pembroke Park
Clerk's Office**

SEP 24 2020

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The scandal hurt Jacobs' reputation at DPS and with potential employers, he says. He was unemployed for more than three years. He hasn't been able to land another job as a pilot. But he's found a strong source of good in his life at this point: This year he got married to a woman with a young son he's helping to raise, and they own a limo business together.

Being a justice of the peace is "not super rocket-science," Jacobs says, insisting he's well-qualified for the position. Under state law, JPs don't need a law degree -- they just need to reside in their district, be a registered voter and understand English.

Jacobs claims he can be impartial with DPS cases that will come before him if he's elected.

With his history, though, it's clear that would be another challenge for him as an elected judge.

Jacobs is running against Republican Miles Keegan, the current elected constable in the Hassayampa district (and son of retired JP John Keegan), and Fred Scotty, a Libertarian who's studying criminal justice at Phoenix College. Scotty's using Jacobs' past in his campaign, revealing that he was fired from DPS and raising questions about Jacobs' trustworthiness. (Jacobs' campaign website, interestingly, says nothing about why he left DPS.)

Got a tip? Send it to: Ray Stern.

Follow Valley Fever on Twitter at @ValleyFeverPHX. Follow Ray Stern on Twitter at @RayStern.

RELATED TOPICS: NEWS ELECTIONS

**Town of Pembroke Park
Clerk's Office
SEP 24 2020
Received**

ORDINANCE NO. 2020-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR ESTABLISHMENT OF POLICE DEPARTMENT, POLICE CHIEF, POWERS AND DUTIES OF POLICE OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission has directed that the Town establish an independent police department; and

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, Section 8, Pembroke Park Charter, grants the Town the authority to furnish police protection; and

WHEREAS, the Town Commission desires to have the Town police department and matters related thereto be incorporated in the Pembroke Park Code of Ordinances.

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

Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered Section 2-300, which section reads as follows:

“Sec. 2-300 – Creation of Police Department.

There is hereby established a “police department” of the Town of Pembroke Park.”

Section 2: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered Section 2-301, which section reads as follows:

“Sec. 2-301 – Police Department.

The Police Department shall be responsible for promoting the public safety of all residents of the Town through police protection. The department shall:

- (a) Comply with applicable national, state and local police safety standards and procedures.
- (b) Maintain all required licenses and certifications.
- (c) Enforce all applicable federal, state and local laws in providing for the protection of all residents.”

Section 3: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered Section 2-302, which section reads as follows:

“Sec. 2-302 – Chief of Police.

The Chief of Police shall be the principal law enforcement officer of the Town and administrative head of the Police Department. The Chief of Police shall be appointment by the Town Commission and the salary of the Chief of Police shall be fixed by resolution of the Town Commission. Subject to the supervision of the Town Manager, the Chief of Police shall administer the affairs of the Police Department that shall include the immediate direction and control of the police force and shall be responsible for the good order of the same.”

Section 4: That the Code of Ordinances of the Town of Pembroke Park, Florida, is

hereby amended by adding a section to be numbered Section 2-303, which section reads as follows:

“Sec. 2-303 – Powers and Duties of Police Officers.

Members of the Police Department shall have such duties and privileges properly belonging to such department. Police officers shall enforce the penal ordinances of the Town and Broward County and the state statutes, exercise arrest powers as authorized by state statutes, and exercise such other powers as provided by law. They shall be governed by applicable statutes, ordinances and departmental and civil services rules and regulations.”

Section 5: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 7: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 8: That this Ordinance shall be in force and take effect immediately upon its

passage and adoption.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have approved
the form and correctness of this Ordinance

CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEOFFREY JACOBS	_____
GEORGINA COHEN	_____
REYNOLD DIEUVEILLE	_____

**TOWN OF PEMBROKE PARK
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor & Town Commissioners
Town of Pembroke Park

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: September 16th, 2020

Subject: Aluminum Fence Encroachment
Decision to Require Fence Relocation / Encroachment Agreement
Former "Grainger" Industrial Redevelopment Site
2757 Park Road
Pembroke Park Bldg. Dept. Process # 90246
MMPA Acct. No.: 00-1101-1000

ISSUE / BACKGROUND

In mid-2018 the Town approved building renovations for the former Grainger Warehouse building at the above address. Those improvements were completed earlier this year. In addition to the building renovations, the developer received permits and installed security fences around the parking lots on Park Road and Bryan Road. Even though the permit drawings appeared to be clear, the fence contractor installed a decorative aluminum fence along Park Road about 3' into the public road right-of-way. This was discovered during the inspection and verified by as-built surveys. The Town instructed the developer to either relocate the fence onto their property or they could seek Town Commission approval of an Encroachment Agreement. MMPA advised them based on similar requests the Town may request compensation to "use" public lands.

MMPA previously provided backup documents for the Town Commission's 8/26/20 Workshop meeting and 9/09/20 Regular meeting for informational purposes. Pursuant to the discussion held at the 9/09/20 Regular Town Commission meeting whereby MMPA was instructed to contact owner Michael Koretsky to discuss a mutually satisfactory "use fee" to allow the owner to utilize public lands (Park Road right-of-way) for a private use (fence installed in right-of-way), MMPA discussed the matter via a phone conference with Mr. Koretsky on 9/16/20. MMPA presented the Town's past policy on such encroachments and previous situations / agreement terms (SCC / Shoreline). Based on the above conversation, Mr. Koretsky desired to offer the Town a one-time mitigation fee payment of \$3,500.00 – the same as was paid for the SCC wall encroachment. The Town Commission should discuss the matter and decide if the owner will be allowed to keep the fence within the Town's right of way, and if allowed what mitigation fee is acceptable.

**Town of Pembroke Park
Town Commission Staff Report
Aluminum Fence Encroachment – Park Road Right-of-Way
Former “Grainger” Industrial Redevelopment Site
2757 Park Road
September 16th, 2020
Page 2**

ANALYSIS

MMPA has researched the Town’s previous approvals of right-of-way encroachments. The only two previous instances of public right-of-way encroachment MMPA is aware of are: (1) 2008 Shoreline Foundation encroachment on platted alley, and (2) the 2018 Seneca Commerce Center (SCC) wall encroachment at SW 40th Avenue and SW 25th Street.

- 1) In 2008 the Town discovered that Shoreline Foundation located at 2781 SW 56th Avenue had constructed portions of buildings and fences across a platted public alley that passes through their site. The Town debated either vacating the alley or keeping the alley but allowing the improvements to remain. It was decided that the alley would not be vacated. The improvements were allowed to remain. An annual “use fee” of \$500 was required. Town staff has confirmed the Town has received this payment annually and is current. The Town has received a total of \$6,500 since the inception of the fee.
- 2) In 2018 the Town discovered that a portion of a new buffer screen wall constructed at the Seneca Commerce Center (SCC) was unintentionally built within newly dedicated public right-of-way at the intersection of SW 40th Avenue and SW 25th Street. The Town Commission allowed this section of wall to remain subject to entering into a Town Encroachment Agreement and payment of a one-time “use fee” of \$3,500.00. The agreement is finalized / signed, and the Town has received the \$3,500.00. The land area involved in this case was about 184 sq. ft. and the section of wall encroachment was about 35' long. This equates to about \$19 per square foot.
- 3) As stated above, in mid-2018 the Town approved building renovations for the former Grainger Warehouse building at the above address. Those improvements were completed earlier this year. In addition to the building renovations, the developer received permits and installed security fences around the parking lots on Park Road and Bryan Road. Even though the permit drawings appeared to be clear, the fence contractor installed a decorative aluminum fence along Park Road about 3' into the public road right-of-way. This was discovered during the inspection and verified by as-built surveys. The owner has explained that if the fence is relocated onto their site it would be very close to their parking spaces and damage may occur. Also, they have installed hedges between the fence and parking spaces as required by Code. They are maintaining the landscaping in the Town expanded right-of-way in front of their site. The Town instructed the developer to either relocate the fence onto their property or they could seek Town Commission approval of an Encroachment Agreement. MMPA advised them based on similar requests the Town may request compensation to “use” public lands. This request is for a significantly longer fence and larger land area. The land area is about 546 sq. ft. and the fence / gate section is about 176' long. Based on the SCC Town approval cost of \$19 per sq. ft. if applied to this request it would be for \$10,397. There is no fixed fee or formula for “using” Town lands for private purposes. The Town is free to negotiate and charge whatever is felt to be reasonable. As stated above Mr. Koretsky's offer is for a one-time payment of \$3,500.00 – the same as for SCC. MMPA believes the applicant's proposed “use fee” is too low for this larger land area involved and expressed that to him.

Michael Miller Planning Associates, Inc.

**Town of Pembroke Park
Town Commission Staff Report
Aluminum Fence Encroachment – Park Road Right-of-Way
Former “Grainger” Industrial Redevelopment Site
2757 Park Road
September 16th, 2020
Page 3**

It should be mentioned that during the redevelopment of the site, the owner illegally removed a large number of mature shade trees – both in the Town's road right-of-way and on the subject site. The only activity the Town issued permits for was the actual building renovation – no outdoor site work. In Broward County / every municipality no tree can be removed without prior review and permits. When the trees were illegally removed, the Town Code Officers issued a NOV and alerted the county. As the Town has no qualified staff to handle tree permits, the Broward County Environmental Protection & Growth Mgt. Dept. handles tree issues in the Town. Enforcement action followed with a guilty verdict and civil violation of \$1,780 and a requirement to replant 17 replacement trees. This information is meant primarily as informational purposes but also to illustrate actions by this owner.

CONCLUSION / RECOMMENDATION

In mid-2018 the Town approved building renovations for the former Grainger Warehouse building at the above address. Those improvements were completed earlier this year. In addition to the building renovations, the developer received permits and installed security fences around the parking lots on Park Road and Bryan Road. Even though the permit drawings appeared to be clear where the fence was to be installed on the owner's property, the fence contractor installed a decorative aluminum fence along Park Road about 3' into the public road right-of-way. This was discovered during the inspection and verified by as-built surveys. The Town instructed the developer to either relocate the fence onto their own property or they could seek Town Commission approval of an Encroachment Agreement. MMPA advised them based on similar requests the Town may request compensation to “use” public lands.

The Town Commission discussed this issue at their 8/26/20 Workshop meeting and 9/09/20 Regular meetings. MMPA was instructed to contact the owner (Michael Koretsky) and attempt to negotiate a reasonable “use fee” for the public lands involved. Mr. Koretsky prefers to keep the Park Road fence where it has been constructed and enter into a Town Encroachment Agreement. He prefers a one-time payment versus an annual fee (per the Shoreline arrangement). Mr. Koretsky's offer is a one-time payment of \$3,500.00. MMPA suggested to him that this may be too low for the much larger land area involved and length of fence. It is acknowledged the site has been improved and they are maintaining the landscaped area between the Park Road pavement and the onsite improvements. Therefore, MMPA suggests the Town consider a one-time payment of \$6,500.00 (about \$12 per sq. ft.) due to the above analysis.

Fence Relocation- If the owner does not accept the Town's “use fee” decision the fence will have to be relocated onto their own property. The survey provided shows that the site has several non-conforming features. For example, the paved parking lot along Park Road is built right up to the property line, but the Town Landscape Code requires a minimum 5-foot wide landscaped strip between a street property line and any onsite pavement. Within the 5-foot landscape strip continuous shrubs and trees are required to be planted. It is evident the owner's shrubs are planted in the Town's road right-of-way as well. Since the parking lot pavement is built up to the street lot line, the parking lot will have to be rebuilt compliant with Town Code requirements (parking stall sizes / driveway widths / driveway location per plat), a minimum 5-foot wide landscaped strip must be provided between the parking lot pavement and street right-of-way line per Sec. 27-36, and the hedges must be planted in the 5-foot wide landscape strip between the fence and parking lot pavement. There does not appear to be adequate room for this to occur.

Michael Miller Planning Associates, Inc.

**Town of Pembroke Park
Town Commission Staff Report
Aluminum Fence Encroachment – Park Road Right-of-Way
Former “Grainger” Industrial Redevelopment Site
2757 Park Road
September 16th, 2020
Page 4**

MMPA strongly recommends that the owner agree to a mutually agreeable higher mitigation fee per the above (\$6,500) or as otherwise negotiated and leave the fence where it is. In this scenario the Town will not require the parking lot to be rebuilt to accommodate pavement, 5-foot landscape strip, fence and required landscaping.

Michael Miller Planning Associates, Inc.



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

Agenda Request

Meeting Date:	Next Available Possible
Subject:	
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:	Town Encroachment Agreement / Legal Description / Location Map
Fiscal Impact:	Town = No Negative Fiscal Impact but license mitigation \$ could be Positive / Developer = Cost to remove / relocate wall or pay license mitigation \$\$ to Town for use of public land.
Policy Question(s) for Council Considerations:	
Summary:	As part of the recent redevelopment of the site a 5' tall metal picket security fence was built along Park Road to enclose the parking lot. The contractor failed to locate the property line and
Background:	In May 2018 the Town issued permits for the renovation of the building and construction was completed in early 2020. In addition to the building renovation the developer requested BPs for
Discussion/Analysis:	
Options:	1) Approve a Right-of-Way Encroachment Agreement to allow a portion of the fence to remain within the public roadway;
Advantages:	Town = None Known / Developer = Save cost of demolition / rebuilding fence in correct location.
Disadvantages:	Town = None Known / Developer = Cost of demolition / rebuilding fence in correct location.
Possible action:	1) Approve a Right-of-Way Encroachment Agreement to allow the fence to remain within the right-of-way; 2) Require the developer to relocate the fence onto their own property.
Advantages:	Town = None Known / Developer = Save cost of demolition / rebuilding fence in correct location.
Disadvantages:	Town = None Known / Developer = Cost of demolition / rebuilding fence in correct location.
Staff Recommendations:	APPROVAL. Sufficient right-of-way exists for the actual pavement / drainage / landscaping. Even if Park Road was widened there is sufficient ROW area. The location of the as-built fence
Additional Action Needed:	If the TC approves the Right-of-Way Encroachment Agreement the parties will need to execute the document, the document will need to be recorded in the public records and \$\$ paid. If the

PREPARED BY:

DRAFT
7/31/20

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Town of Pembroke Park, Florida

PROPERTY OWNER'S ENCROACHMENT & RESTRICTIVE COVENANT AGREEMENT

- ☐ Commercial (check if applicable) ☒ Industrial (check if applicable)
☐ Residential (check if applicable) ☐ Other (check if applicable)

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between 2757 S. Park LLC, whose mailing address is 54 Lake Drive Hightstown NJ 08520 hereinafter referred to as "OWNER", and the Town of Pembroke Park, a Florida municipal corporation, hereinafter referred to as "TOWN".

RECITALS

WHEREAS, OWNER is/are the fee simple owner(s) of certain real property located within the Town of Pembroke Park, Broward County, Florida with a property address of 2757 South Park Road Pembroke Park, Florida and more particularly described as (insert the full legal description for the property as maintained by the Broward County Property Appraiser's (BCPA) Office. BCPA General Information telephone number is 954-357-6830. See <http://bcpa.net> for more information):

WHEREAS, OWNER'S property is located adjacent to certain TOWN right-of-way, sidewalk, swale, alley, or other such right-of-way, or is encumbered by a restrictive easement (access / roadway / utility / drainage / utility / other); and

WHEREAS, OWNER desires to place, construct, install, and/or maintain upon TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement, the following: (place an X next to the type of encroachment):

- ____ Special driveway approach(es) (type): _____
____ Sign(s)
☒ Fence or Wall (type): 5' TALL METAL PICKET FENCE + GATE
____ Landscaping
____ Irrigation System
____ Awnings / Canopies / Other Architectural Features (type): _____



The Town of Pawnee Park, Florida

Town of Pawnee Park, Florida

PROPOSED EASEMENT & RESTRICTIVE COVENANT AGREEMENT

1. The following is a copy of the proposed easement and restrictive covenant agreement:

2. The following is a copy of the proposed easement and restrictive covenant agreement:

3. The following is a copy of the proposed easement and restrictive covenant agreement:

NOTES

4. The following is a copy of the proposed easement and restrictive covenant agreement:

5. The following is a copy of the proposed easement and restrictive covenant agreement:

6. The following is a copy of the proposed easement and restrictive covenant agreement:

7. The following is a copy of the proposed easement and restrictive covenant agreement:

8. The following is a copy of the proposed easement and restrictive covenant agreement:

9. The following is a copy of the proposed easement and restrictive covenant agreement:

10. The following is a copy of the proposed easement and restrictive covenant agreement:

11. The following is a copy of the proposed easement and restrictive covenant agreement:

12. The following is a copy of the proposed easement and restrictive covenant agreement:

_____ Tables, chairs, umbrellas, heaters (describe the item to be placed as well as the day(s) of the week and hour(s) of the day of such placement):

_____ Electrical (describe):

_____ Other (describe):

thereby, encroaching into the TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement; and

WHEREAS, the TOWN is willing to allow OWNER to encroach into TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement without prejudice to the TOWN'S right to have the encroachment removed at the OWNER'S sole expense; and

WHEREAS, OWNER understands that at any time the TOWN may require the OWNER to remove the aforesaid encroachment from the TOWN right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and as further consideration for the TOWN approving OWNER'S request to encroach upon TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement, the sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.
2. The TOWN hereby grants permission for the above described encroachment upon the TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement provided that said encroachment shall be in accordance with plans and specifications on file or to be filed with and approved by the TOWN.
3. At any time, the TOWN may require either the permanent or temporary removal of said encroachment and OWNER for himself / herself as well, as their successors in interest agree that at any such time as the TOWN requires temporary or permanent removal of the aforesaid encroachment, OWNER will do so promptly and at their own expense. OWNER further agrees that if he / she / they should fail to remove the encroachment within thirty (30) days after the TOWN mails a written request to OWNER requiring removal of the

encroachment, then the TOWN may remove the aforesaid encroachment and impose the cost of said removal as a special assessment lien against the Property – such special assessment lien shall be in parity or coequal with the lien of all state, county, district, and municipal (town) taxes, and superior in dignity to all other liens, titles, encumbrances, and claims. In the event of emergency, the TOWN shall have the right to remove the encroachment without notice to OWNER and without any obligation or liability to OWNER for damage to the encroachment.

4. To the fullest extent permitted by Laws and Regulations, OWNER hereby agree(s) to defend, indemnify, and hold harmless the TOWN and its commissioners, directors, attorneys, appointed officials, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the installation and/or maintenance of the encroachment and caused, in whole or in part, by any willful, intentional, reckless, or negligent act and/or omission of OWNER or any person, employee, agent, or any third party acting on OWNER'S behalf (including any contractor, subcontractor, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable).
5. In any and all claims against the TOWN or any of its consultants, agents, or employees by any employee of OWNER or any employee of any person, employee, agent, or third party acting on OWNER'S behalf (including contractors, subcontractors, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable), the indemnification obligation under the above Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for OWNER or by or for any person, employee, agent or third party acting on OWNER'S behalf (including contractors, subcontractors, or any persons or organizations directly or indirectly employed by any of them or anyone for whose acts any of them may be liable) under workers' or workman's compensation acts, disability benefit acts, other employee benefit acts or any other service of law. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability or to waive any immunity established by Florida Statutes, case law, or any other source of law. This indemnification provision shall survive the termination of any TOWN permit or Agreement with the TOWN, however terminated. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity in Section 768.28, Florida Statutes. Inclusive in this Indemnity provision is the agreement to fully indemnify the Town of Pembroke Park from any claims or actions alleged to have been caused by the TOWN'S acts or omissions. OWNER shall maintain insurance, which will provide for the indemnity provision provided herein.
6. For the purpose of this Agreement, OWNER shall obtain insurance policies – naming the TOWN as an additional insured on a primary and non-contributory basis – that comply with the current version of the Town of Pembroke Park's Insurance Requirements for Encroachment & Restrictive Covenant Agreements and OWNER shall evidence this insurance to the Town Manager or the Town Manager's designee in accordance with the parameters and instructions of outlined within the current version of the Town of Pembroke Park Insurance Requirements for Encroachment & Restrictive Covenant Agreements. Evidence of insurance will not be approved unless all of the requirements have been met to the satisfaction of Town Manager or their designee. Moreover, said insurance shall be maintained until the encroachment is removed and failure to maintain such insurance shall constitute a material breach of this Agreement that may result in the TOWN requiring removal of the encroachment at OWNER'S sole expense.

7. All individuals signing this Agreement have the legal authority and capacity to enter into this General Encroachment & Restrictive Covert Agreement.
8. As further part of this Agreement, it is hereby understood and agreed that any official inspector of the Town of Pembroke Park, or its duly authorized agents, may have the privilege at any time of normal working hours to enter and inspect the premises to determine whether the requirements of the Building and Zoning regulations and the conditions herein agreed to are fully complied with.
9. This Agreement shall be recorded at OWNER'S sole expense and shall inure to the benefit of and be binding upon OWNER'S successors, heirs, executors, administrators, representatives, assigns, and all other persons or entities acquiring an interest thereunder, and this Agreement shall be a restrictive covenant concerning the use, enjoyment, and title to the above property and shall constitute a covenant running with the land.
10. In the event the terms of this Agreement are not complied with, in addition to other remedies available, the TOWN is hereby authorized to withhold any further permits and to refuse to make any inspections or grant any approvals until such time as there is full compliance with this Agreement.
11. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all applicable and duly adopted ordinances, regulations, and policies of Broward County and the TOWN now in effect and those hereinafter adopted.
12. The location for settlement of any claims, controversies, disputes, arising out of or relating, directly or indirectly, to any part of this Agreement or any breach hereof, shall be in Broward County, Florida.
13. OWNER agrees that he/she shall be liable for reasonable attorney's fees incurred by TOWN, if TOWN is required to take any actions, through litigation or otherwise, to enforce this Agreement.
14. TOWN, shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction restraining any violation of this Agreement as well as recovery of any and all costs and expenses sustained or incurred by TOWN in obtaining such an injunction including, without limitation, reasonable attorney's fees.
15. This Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions contained herein shall be made by the Parties in writing.
16. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

AS TO OWNER(S):

Signature

Signature

Print Name & Title (if applicable)

Print Name & Title (if applicable)

Notarization of Owner's / Owners' Execution

STATE OF FLORIDA)
COUNTY OF BROWARD)

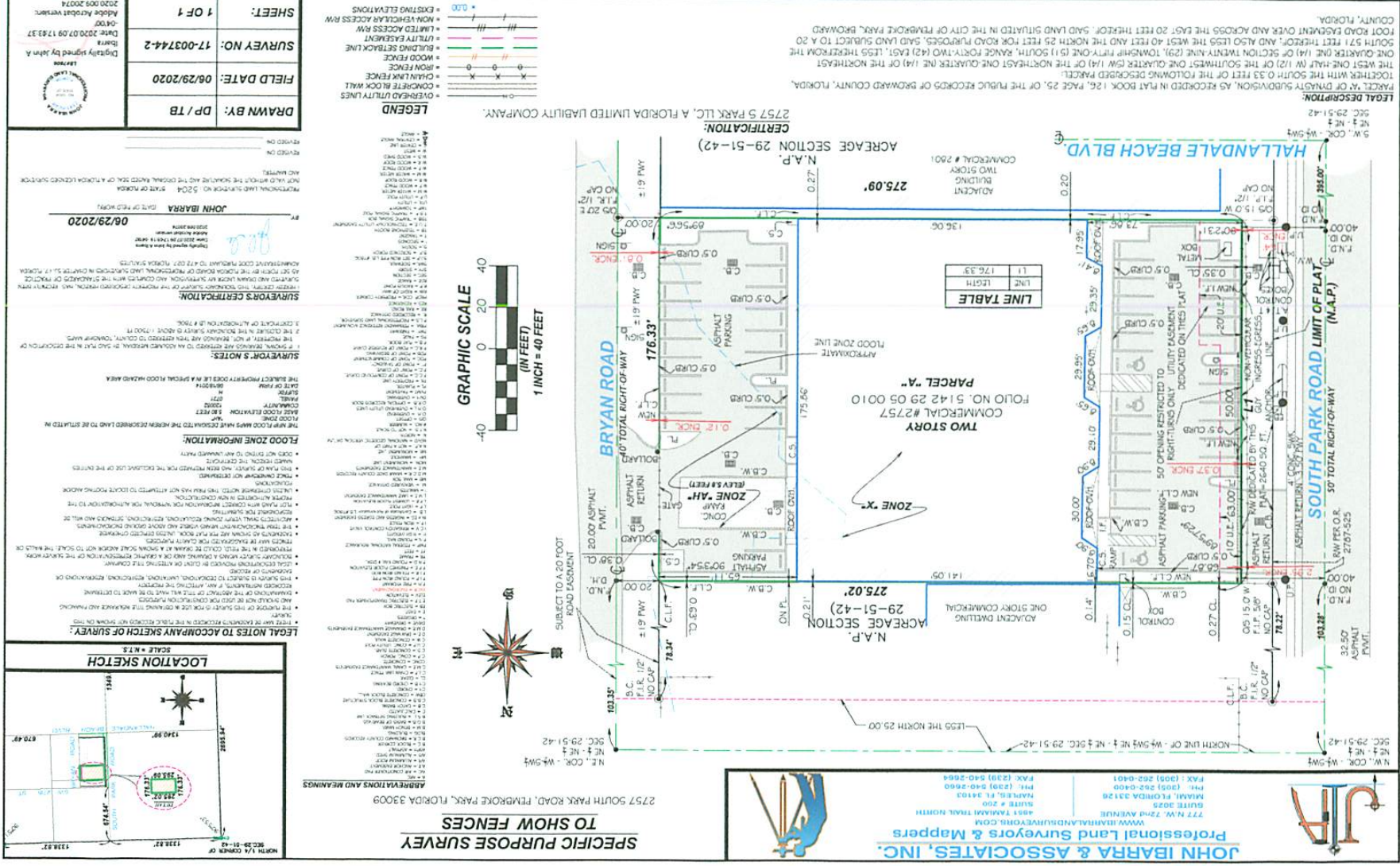
The foregoing instrument was acknowledged before me this ____ day of _____, in the year 20__, by _____, who is / are personally known to me or has / have produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Christopher J. Ryan, Esq. – Town Attorney
Ryan & Ryan, LLC



SPECIFIC PURPOSE SURVEY SKETCH AND LEGAL DESCRIPTION FOR FENCE EASEMENT

ABBREVIATIONS:

P.O.B = POINT OF BEGINNING
NW = NORTHWEST
NE = NORTHEAST
N = NORTH
E = EAST
S = SOUTH
W = WEST
CL = CENTER LINE
L.B. = LICENSED BUSINESS
I.F. = IRON FENCE
C.L.F. = CHAIN LINK FENCE

PROPERTY ADDRESS:

2757 SOUTH PARK ROAD,
PEMBROKE PARK, FLORIDA 33009
FOLIO No. 5142 29 05 0010



LOCATION SKETCH

SCALE = N.T.S.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE EAST RIGHT OF WAY OF SOUTH PARK ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF THE PARCEL "A", OF DYNASTY SUBDIVISION, AS RECORDED IN PLAT BOOK 126, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF PARCEL "A" ON AN ASSUME BEARING $50^{\circ}56'42''$ E A DISTANCE OF 176.33 FEET; THENCE $58^{\circ}03'18''$ W DISTANCE OF 3.10 FEET; THENCE RUN $NO^{\circ}1^{\circ}56'41''$ W A DISTANCE OF 176.33 FEET; THENCE RUN $N88^{\circ}03'18''$ E A DISTANCE OF 3.10 TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF ± 546 SQ. FT.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE WEST RIGHT OF WAY OF BRYAN ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF THE PARCEL "A", OF DYNASTY SUBDIVISION, AS RECORDED IN PLAT BOOK 126, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE $N88^{\circ}03'18''$ E A DISTANCE OF 1.50 FEET; THENCE RUN $50^{\circ}56'42''$ E A DISTANCE OF 176.33 FEET; THENCE $58^{\circ}03'18''$ W DISTANCE OF 1.50 FEET; THENCE RUN $NO^{\circ}1^{\circ}56'41''$ W ALONG THE EAST LINE OF PARCEL "A", OF DYNASTY SUBDIVISION, AS RECORDED IN PLAT BOOK 126, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA DISTANCE OF 176.33 TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF ± 246 SQ.FT.

SURVEYOR'S NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY JOHN IBARRA & ASSOCIATES, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THIS "SPECIFIC PURPOSE SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

Digitally signed by John A. Ibarra
Date: 2020.07.09 17:15:49 -0400
Adobe Acrobat version: 2020.009.20074

BY: JOHN IBARRA (DATE OF FIELD WORK) 07/08/2020

PROFESSIONAL LAND SURVEYOR NO.: 5204 STATE OF FLORIDA
(VALID COPIES OF THIS SURVEY WILL BEAR THE EMBOSSED SEAL OF THE ATTESTING LAND SURVEYOR)

REVISED ON: _____

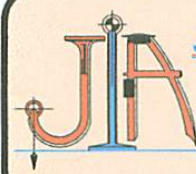
DRAWN BY: DP / TB

DATE: 07/08/2020

SCALE: 1"=40'

SURVEY NO: 17-003744-2

SHEET: 1 OF 2



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers
WWW.IBARRALANDSURVEYORS.COM

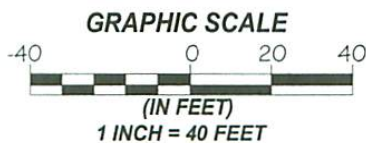
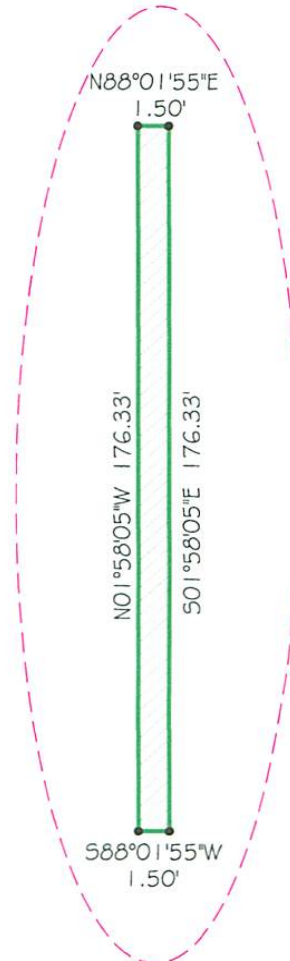
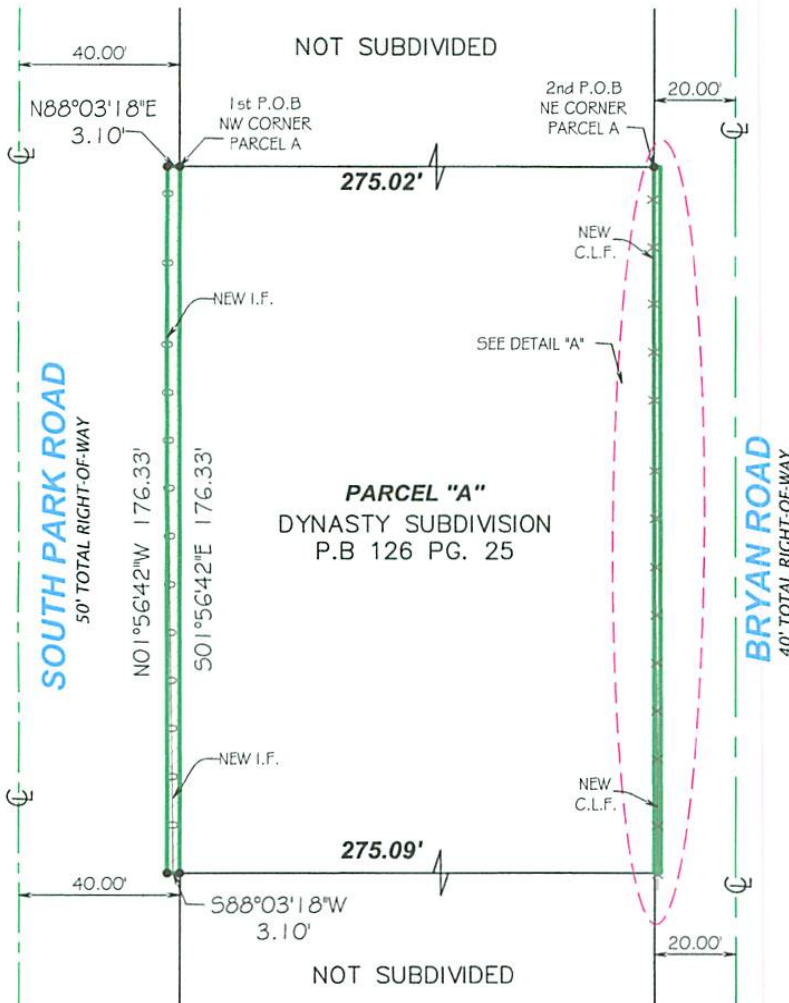
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

4851 TAMiami TRAIL NORTH
SUITE # 200
NAPLES, FL 34103
PH: (239) 540-2660
FAX: (239) 540-2664



Digitally signed by John A. Ibarra
Date: 2020.07.09 17:16:07 -0400
Adobe Acrobat version: 2020.009.20074

**SPECIFIC PURPOSE SURVEY
SKETCH AND LEGAL DESCRIPTION
FOR FENCE EASEMENT**



PROPERTY ADDRESS:
2757 SOUTH PARK ROAD,
PEMBROKE PARK, FLORIDA 33009
FOLIO No. 5142 29 05 0010

DRAWN BY: DP / TB

DATE : 07/08/2020

SCALE: 1"=40'

SURVEY NO: 17-003744-2

SHEET: 2 OF 2



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers
WWW.IBARRALANDSURVEYORS.COM

777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

4851 TAMiami TRAIL NORTH
SUITE # 200
NAPLES, FL 34103
PH: (239) 540-2660
FAX: (239) 540-2664



Digitally signed by John A Ibarra
Date: 2020.07.09 17:16:24 -04'00'
Adobe Acrobat version:
2020.009.20074

Instr# 114730984 , Page 1 of 2, Recorded 11/20/2017 at 02:15 PM
Broward County Commission
Deed Doc Stamps: \$16975.00

Document Prepared by:

John W. Julian, Esq.
W.W. Grainger, Inc.
100 Grainger Parkway, Suite B4T56
Lake Forest, Illinois 60045

Return to After Recording:

Anthony S. Adelson, P.A.
501 Golden Isles Drive, Suite 101
Hallandale Beach, FL 33009
File No. 17-4597
954-458-9238

Space Above this Line Reserved for Recording Office Use

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 19th day of October, 2017, by **W.W. GRAINGER, INC.**, an Illinois corporation, whose principal place of business is 100 Grainger Parkway, Lake Forest, Illinois 60045, as **GRANTOR**, to **2757 S PARK LLC**, a Florida limited liability company, whose address is 59 Lake Drive, Hightstown, New Jersey 08520, as **GRANTEE**.

Witness that Grantor, for good and valuable consideration, receipt of which is acknowledged, grants, bargains and sells to Grantee all the real property located in the City of Pembroke Park, Broward County, Florida, more particularly described as:

Parcel 1:

Parcel "A" of DYNASTY SUBDIVISION, as recorded in Plat Book 126, Page 25, of the Public Records of Broward County, Florida formerly known as

The North 176 feet of the South 571 feet of the West ½ of the Southwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 29, Township 51 South, Range 42 East, less the West 25 feet thereof, Broward County, Florida.

Parcel 2:

The South 0.33 feet of the following described parcel:

The West One-Half (W ½) of the Southwest One-Quarter (SW ¼) of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼) of Section Twenty-nine (29), Township Fifty-one (51) South, Range Forty-two (42) East, less therefrom the South 571 feet thereof, and also less the West 40 feet and the North 25 feet for road purposes. Said land subject to a 20 foot road easement over and across the East 20 feet thereof. Said land situated in the City of Pembroke Park, Broward County, Florida.

Property Id No. 514229-05-0010
Common Address: 2757 S Park Rd, Pembroke Park, FL 33009

together with all tenements, hereditaments and appurtenances thereto; subject to current real property taxes for fiscal year 2017 and thereafter, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, rights-of-way and other matters of record, without hereby reimposing same.

Grantor hereby covenants with Grantee that Grantor will forever defend Grantee against claims of all persons claiming by, through or under Grantor. No other covenants or warranties, express or implied, are given by this Special Warranty Deed.

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

Printed Name: John Julian

Printed Name: Katherine Heglund

W.W. GRAINGER, INC., an Illinois corporation

BY: Philip M. West
Philip M. West
Vice President and Treasurer

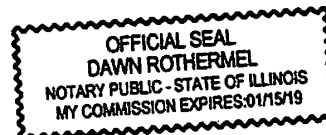
STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that PHILIP M. WEST, personally known to me to be the Vice President and Treasurer of W.W. GRAINGER, INC., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President and Treasurer, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation; for the uses and purposes therein set forth.

Given under my hand and Official Seal, this 19th day of October, 2017.

Dawn Rothermel
Notary Public
Printed Name: DAWN ROTHERMEL

My Commission Expires: 1-15-2019





MARTY KIAR
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	2757 S PARK ROAD, PEMBROKE PARK FL 33009	ID #	5142 29 05 0010
Property Owner	2757 S PARK LLC	Millage	0613
Mailing Address	59 LAKE DR HIGHTSTOWN NJ 08520	Use	48
Abbr Legal Description	DYNASTY SUBDIVISION 126-25 B PARCEL A TOG WITH S 0.33 OF THE W1/2 OF SW1/4 OF NE1/4 OF NE1/4 OF SEC 29-51-42, LESS S 571, LESS W 40 & LESS N 25		

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\(8\)](#).

* 2020 values are considered "working values" and are subject to change.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2020*	\$364,150	\$2,181,710	\$2,545,860	\$2,400,640	
2019	\$364,150	\$1,818,250	\$2,182,400	\$2,182,400	\$47,650.52
2018	\$364,150	\$1,867,790	\$2,231,940	\$2,231,940	\$48,047.19

2020* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$2,545,860	\$2,545,860	\$2,545,860	\$2,545,860
Portability	0	0	0	0
Assessed/SOH	\$2,400,640	\$2,545,860	\$2,400,640	\$2,400,640
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	\$2,400,640	\$2,545,860	\$2,400,640	\$2,400,640

Sales History

Date	Type	Price	Book/Page or CIN
10/19/2017	SWD-Q	\$2,425,000	114730984
10/9/2015	WD-E	\$100,000	113279333
12/1/1990	WD	\$1,425,400	17978 / 852
3/1/1989	WD	\$320,000	
1/1/1987	WD	\$100	

Land Calculations

Price	Factor	Type
\$7.00	52,021	SF
Adj. Bldg. S.F. (Card, Sketch)		29860
Eff./Act. Year Built: 1991/1990		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

Property Id: 514229050010

**Please see map disclaimer



July 31, 2020

Flight Date : Between Dec 15, 2019 and Jan 26, 2020 Broward County Proper

Michael J. Miller

To: Lucie Manzerolle; Teresa Malcolm; Miguel A. Nunez
Cc: Todd Larson; Jeffrey Louis
Subject: Pembroke Road - 2757 Park Road Redevelopment - Fence Issue
Attachments: PP 2757 Park Road Fence Encroachment Docs.pdf

Town Staff:

The industrial site at 2757 Park Road has been undergoing renovations for the last year or so.

Recently the Town issued BPs for fences along Park Road (front of site) and Bryan Road (rear of site).

During recent inspections for zoning sign-off we have found that the aluminum fence installed along Park Road encroaches into the Park Road right-of-way by 2'-3'. When this site was platted in 1984 additional right-of-way was dedicated for Park Road. Park Road is designated on the Broward County Trafficways Plan as an 80' wide Collector roadway / 40' on each side of the center line. Many of the sites in this area are older and were developed prior to the Trafficways Plan being adopted to protect future major road corridors. I also believe this site was either developed prior to the plat being recorded or everybody missed the plat restriction – as the driveway is not in the allowed location (center of site). It appears the front property line is equal with the parking spaces. From the photos one can see the aluminum fence is several feet west of the parking spaces. They need to relocate the fence out of the ROW or request an encroachment agreement (like SCC just did).

The Bryan Road CL fence location is acceptable.

Also, this is the site where the developer illegally removed several mature shade trees – all in the Town's road rights-of-way. This was reported to BC staff for action.

Based on the above I failed the inspection. See the attached documents.

Michael J. Miller, AICP
Town of Pembroke Park
Consultant Town Planner
November 15, 2019

PP 2757 Park Rd.

Page 1 of 1

As requested MJM inspected the site to observe if the two fences (decorative aluminum picket on Park Rd. / CL fence on Bryan Rd.) were installed in compliance with the Town Code criteria, BP plans and located on the land owner's site. It was noted that several mature trees were illegally removed from the Town's adjoining roadways (swales). This was reported to the Town's Code Officers and Broward County staff. It is my understanding enforcement actions are in process.

1) Bryan Road CL Fence - Installed per approved BP plans and located on owners property. OK.

2) Park Road Aluminum Fence - Installed encroaching 2'-3'+/- into the Town's road right-of-way (see survey / photo). The Park Road property line is approx. equal with the parking spaces (note large gap between fence / parking. Must relocate fence out of Town right-of-way.

Note: Remove illegal / unapproved palm trees from Town roadway.

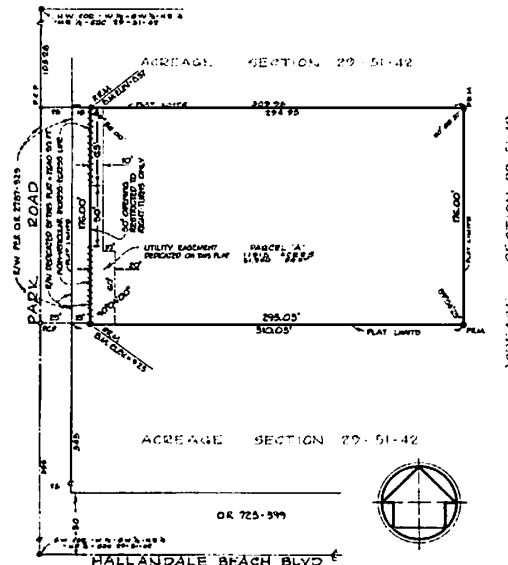




DYNASTY SUBDIVISION

A SUBDIVISION IN THE NE 1/4 OF SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST,
TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA

BERRY, CALVIN, BROOME, FARINA - ENGINEERS - SURVEYORS - HOLLYWOOD, FLORIDA



DEDICATION:

WHEN ALL MEN BY THESE PRESENTS THAT SPRING DRANE AND WHEEL, INC., A FLORIDA CORPORATION, IS THE OWNER IN FEE SIMPLE OF THE LAND SHOWN AND DESCRIBED HEREON AND HAS CAUSED THE SAID LAND TO BE SUBDIVIDED AND PLATTED IN THE MANNER SHOWN HEREON AND TO BE KNOWN AS "DYNASTY SUBDIVISION", A SUBDIVISION IN THE NE 1/4 OF SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST, CITY OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.

ALL THROUGHFAGES AND EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF SPRING DRANE AND WHEEL, INC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS OFFICERS AND THE COORDINATE BEING APPLIED THEREON THIS 29 DAY OF MAY, A.D. 1984.

WITNESSES

John M. ...

John M. ...

ACKNOWLEDGEMENT:

STATE OF FLORIDA: I, JAMES S. DAVID, PRESIDENT OF SPRING DRANE AND WHEEL, INC., A FLORIDA CORPORATION, TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH OFFICER AND THAT HE APPEARED THEREON TO THE OFFICIAL SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS MY SIGNATURE AND OFFICIAL SEAL AT HOLLYWOOD, BROWARD COUNTY, FLORIDA, THIS 29 DAY OF MAY, A.D. 1984.

MY COMMISSION EXPIRES

DESCRIPTION:

THE NORTH 170 FEET OF THE SOUTH 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS THE WEST 10 FEET THEREOF FOR ROAD RIGHT-OF-WAY.

SAD LANDS CONTAINING 1,250.1 ACRES, (54,540 SQ. FT.) MORE OR LESS.

DEDICATION BY MORTGAGEE:

KNOWN ALL MEN BY THESE PRESENTS THAT GEORGE COTTLEB AND COTTLEB, ERIC T. COTTLEB AND CHERYL J. COTTLEB OWNERS AND HOLDERS OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORD BOOK 11411, PAGE 113, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 2000 HEREBY CONSENT TO AND JOIN IN THE MAKING AND FILING FOR RECORD OF THIS PLAT AND TO THE DEDICATION OF THE THROUGHFAGES AND EASEMENTS AS SHOWN THEREON.

IN WITNESS WHEREOF WE HEREBY SET OUR HANDS AND SEAL THIS 13 DAY OF SEPTEMBER, 1983.

WITNESSES (AS TO ALL)

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WITNESSES (AS TO ALL)

ACKNOWLEDGEMENT:

STATE OF FLORIDA: I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY COUNTY OF BROWARD AS APPEARED BEFORE ME, GEORGE COTTLEB, ERIC T. COTTLEB AND CHERYL J. COTTLEB, OWNERS AND HOLDERS OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORD BOOK 11411, PAGE 113, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 2000 HEREBY CONSENT TO AND JOIN IN THE MAKING AND FILING FOR RECORD OF THIS PLAT AND TO THE DEDICATION OF THE THROUGHFAGES AND EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS MY HAND AND OFFICIAL SEAL AT HOLLYWOOD, BROWARD COUNTY, FLORIDA, THIS 13 DAY OF SEPTEMBER, 1983.

MY COMMISSION EXPIRES

NOTARY PUBLIC - STATE OF FLORIDA

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IN WITNESS WHEREOF THE UNDERSIGNED HAVE HEREBY SET THEIR HANDS THIS 13 DAY OF SEPTEMBER, A.D. 1983.

WITNESSES (AS TO BOTH)

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IN WITNESS MY HAND AND OFFICIAL SEAL AT HOLLYWOOD, BROWARD COUNTY, FLORIDA, THIS 13 DAY OF SEPTEMBER, 1983.

MY COMMISSION EXPIRES

NOTARY PUBLIC - STATE OF FLORIDA

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BROWARD COUNTY ENGINEERING DIVISION:

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD

BY

HENRY P. COOK,

DIRECTOR OF ENGINEERING

PLA. RE. REC. NO. 15566

DATE

1-2-84

APPROVED

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APPROVED



Property Id: 514229050010

**Please see map di



November 15, 2019

90246

This Plan has been Reviewed by the Fire Plans Reviewer. If any item(s) overlooked in the plan review process and discovered during the field inspection, it can be corrected to meet the Code Requirements of the FFPC, NFPA 1 and NFPA 101.

ACREAGE SECTION 29-51-42
BY BSC
AUG 06 2019

Town Of Pembroke Park
JUL 03 2019
Structural Approved For Code Compliance

TWO STORY
COMMERCIAL #2757
FOLIO NO. 5142 29 05 0010
PARCEL "A"

JUL 02 2019
Received

LINE TABLE	
LINE	LENGTH
LI	176.33'

ADJACENT BUILDING
TWO STORY
COMMERCIAL # 2801

HALLANDALE BEACH BLVD.

Building location for existing

NORTH LINE OF - W 1/2 SW 1/4 NE 1/4 SEC. 29-51-42

N.W. COR. - W 1/2 SW 1/4 NE 1/4 - NE 1/4 SEC. 29-51-42

S.W. COR. - W 1/2 SW 1/4 NE 1/4 - NE 1/4 SEC. 29-51-42

- * INSTALL APPROX OF 6' High Aluminum Fence 1 ROLL GATE
- * INSTALL 54' OF 4' High C/LINK FENCE GALVANIZED
- * INSTALL 170' OF 6' High C/LINK FENCE GALVANIZED 2-ROLL GATE



Broward County Sheriff's Office

West Park / Pembroke Park
3201 W. Hallandale Beach Blvd.
Pembroke Park, Fl. 33009
Captain Stephanie Coker
Phone # (954)985-1953

PEMBROKE PARK MONTHLY STATISTICS

CALLS FOR SERVICE: 583

- A. NON 911 CALL 100
- B. 911 CALL 296
- C. MDT INITIATED CALL 033
- D. FIELD INITIATED CALL 154

ACCIDENT INVESTIGATION: 31

- A. MINOR ACCIDENT 24
- B. ACCIDENT WITH INJURIES 07

CITATIONS/TRAFFIC STOPS:

- A. CITATIONS 24
 - a. CRIMINAL 02
 - b. UNIFORM TRAFFIC 22
 - c. OTHER 00
- B. TRAFFIC STOPS 49

ARRESTS:

CLASSIFICATION	TOTAL
AGG ASSAULT W/DEADLY WEAPON-DATING VIOL	1
DAMAGE PROP-CRIM MISCH-200 DOLS AND UNDER	1
LARC-GRAND THEFT OF FIREARM, F	1
POSSESSION OF COCAINE	1
POSSESSION OF METHAMPHETAMINE	1
TOUCH OR STRIKE/BATTERY/DOMESTIC VIOL	1
WARRANT-CNT:1 ROBBERY / WEAPON NO BOND	1
WARRANT-DEALING IN STOLEN PROPERTY BOND: \$3,500.00	1
WARRANT-WRIT OF ARREST AND COMMITMENTBOND: \$370.29	1
GRAND TOTAL	9

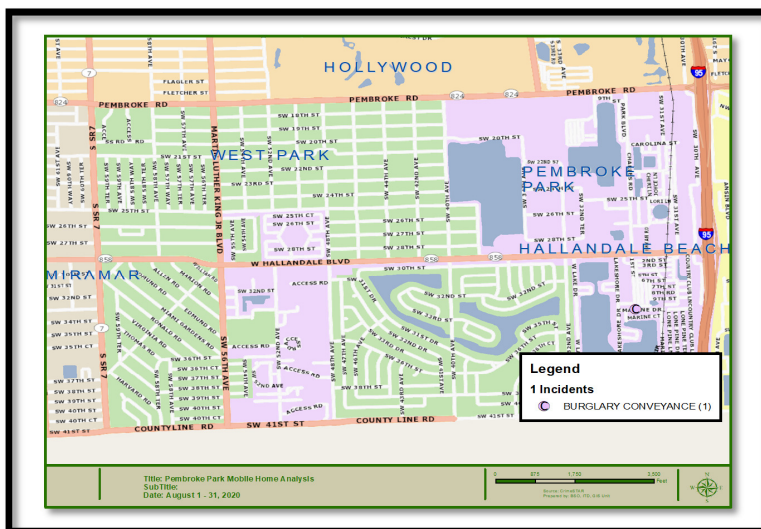


Broward County Sheriff's Office

West Park / Pembroke Park
3201 W. Hallandale Beach Blvd.
Pembroke Park, Fl. 33009
Captain Stephanie Coker
Phone # (954)985-1953

PEMBROKE PARK MOBILE HOME ANALYSIS

AUGUST 1-31, 2020



Mobile Home Community Crimes for the Month of August:

AUTO THEFTS - Other	0
RESIDENTIAL BURGLARIES	0
CONVEYANCE BURGLARIES	1
ROBBERIES	0

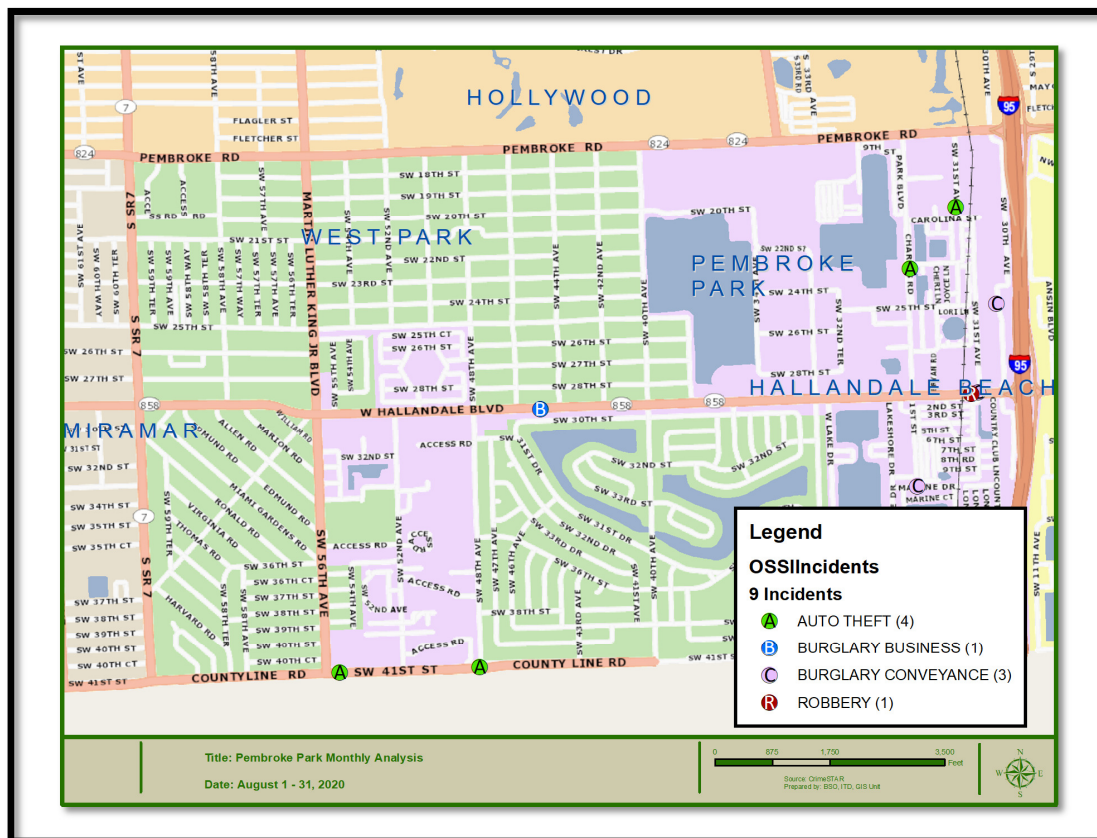


Broward County Sheriff's Office

West Park / Pembroke Park
3201 W. Hallandale Beach Blvd.
Pembroke Park, Fl. 33009
Captain Stephanie Coker
Phone # (954)985-1953

PEMBROKE PARK ANALYSIS

August 1-31, 2020





Broward County Sheriff's Office

West Park / Pembroke Park
3201 W. Hallandale Beach Blvd.
Pembroke Park, FL 33009
Captain Stephanie Coker
Phone # (954)985-1953

PEMBROKE PARK ANALYSIS

August 1-31, 2020

CASE NUMBER	CLASSIFICATION	END DATE	DOW	ZONE	ADDRESS	CITY	NARRATIVE
192008000115	BURGLARY CONVEYANCE	8/7/2020 12:07:09 PM	FRI	1911	3101 W HALLANDALE BEACH BLVD	PEMBROKE PARK	SMASHED WINDOW AND REMOVED PURSE
192008000113	BURGLARY CONVEYANCE	8/7/2020 9:00:00 AM	THUR-FRI	1911	117 MARINE DR	PEMBROKE PARK	BICYCLE AND SUNGLASSES TAKEN
192008000186	BURGLARY CONVEYANCE	8/10/2020 2:37:22 PM	MON	1911	2516 SW 30TH AV	PEMBROKE PARK	ENTERED UNLOCKED DOOR AND REMOVED FIREARM
192008000262	AUTO THEFT	8/14/2020 4:45:43 PM	FRI	1911	2410 CHARLES RD	PEMBROKE PARK	VEHICLE TAKEN
192008000308	AUTO THEFT	8/17/2020 8:27:53 PM	MON	1912	5525 SW 41ST ST	PEMBROKE PARK	VEHICLE TAKEN
192008000357	AUTO THEFT	8/20/2020 12:15:18 AM	THUR	1912	4807 SW 41ST ST	PEMBROKE PARK	VEHICLE TAKEN
192008000427	BURGLARY BUSINESS	8/24/2020 3:41:29 AM	MON	1912	4480 W HALLANDALE BEACH BLVD	PEMBROKE PARK	SMASHED WINDOW AND ENTERED BUSINESS
192008000502	AUTO THEFT	8/27/2020 5:37:22 PM	THUR	1911	2050 SW 31ST AV	PEMBROKE PARK	VEHICLE TAKEN
192008000534	ROBBERY	8/29/2020 1:13:00 AM	SAT	1911	3120 W HALLANDALE BEACH BLVD	PEMBROKE PARK	VICTIM ROBBED



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 20-020

DATE: September 16, 2020

TO: Juan C. Jimenez, Town Manager

FROM: Miguel A. Núñez, Building Official Miguel A. Núñez

RE: **PROPOSED BUILDING DEPARTMENT FEE SCHEDULE FOR FY20-21**

Digitally signed by Miguel A. Núñez
DN: cn=Miguel A. Núñez, o=Town of Pembroke
Park, ou=CBO,
email=mnunez@townofpembrokepark.com, c=US
Date: 2020.09.16 15:17:41 -0400

At this time, I would like to submit the Proposed Building Department Fee Schedule for the FY 20-21 (attached). This schedule is submitted as per the State Statutes §553.80.1(g); 553.80.7(a) and the Town of Pembroke Park Code of Ordinances §5.26.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Town Deputy Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/memos/2020/20-020.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/memos/2020/20-020.docx)



BUILDING DEPARTMENT **FY 2020-21 FEES**

PAYMENTS:

ALL PAYMENTS WILL ONLY BE ACCEPTED VIA CHECK AND/OR CREDIT CARD – NO CASH

VALUATION:

Permit valuation must be in accordance with the Florida building Code, Broward County Administrative Provisions (FBC-BCAP) §109.3 and 19.3.1, as follows:

109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at a time of application. Permit valuations, shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

109.3.1 The Building Official may require an estimate of the cost utilizing RS Means, copies of signed contract and/or other descriptive data as a basis for determining the permit fee.

PERMIT FEES: PER DISCIPLINE SHALL BE:

	Commercial	Residential
Minimum permit fee \$75.00 for all work value up to \$1,000.00		
Additional work to be charged as follows: (in commercial construction only will be in a cumulative basis)		
Work valued from \$1,001.00 to \$1,000,000.00	2.5 2.0%	2.0 1.5% (non-cumulative)
Work valued from \$1,000,001.00 to \$2,000,000.00	2.0 1.5%	
Work valued more than \$2,000,001.00	1.5 1.0%	

BASIC STAND-ALONE PERMITS (1 inspection): (Processing fee \$50.00 + Permit fee \$75.00 + County & State Fees):

- A/C Change out, exact replacement, ground units
- Electrical service change, fixtures, outlets replacement
- Plumbing fixtures replacement
- Water Heater, exact replacement
- Hurricane Shutter, Awning
- Minor repair

Not applicable

\$125.00 (plus fee surcharges)

BASIC STAND-ALONE PERMITS including CC (1-2 inspections):
(Processing fee \$50.00 + Permit fee \$75.00 + County & State fees + C.O.C. = \$35.00)

- Re-Roof (Mobile Home)

Not applicable

\$160.00 (plus fee surcharges)

- Window / Door replacement (Retrofit)
- Vinyl Siding

BASIC STAND-ALONE PERMITS with ZONING including CC:

(Processing fee \$50.00 + Permit fee = \$75.00 + Zoning fee = \$45.00 + CC = \$35.00 + County & State Fees):

- Carport replacement (exact replacement)
- Driveway replacement (exact replacement)
- Manufactured Shed
- Fence, Privacy Fence, Trellis
- Slab not for construction, Paver, Walkway

Commercial
Not applicable

Residential
\$205.00 (plus fee surcharges)

DEMOLITION / REMOVAL OF MOBILE HOME: (Processing fee \$50.00 + Permit fee \$250.00 (including Structural, Electrical, Plumbing, Mechanical and Zoning) + C.O.C. \$35.00 + County & State Fees).

Not applicable

\$335.00 (plus fee surcharges)

ANNUAL PREMISE PERMIT:

First trade (per building)

\$2,000.00 (plus fee surcharges)

\$1,000.00 (plus fee surcharges)

Each additional trade (per building)

\$500.00 (plus fee surcharges)

\$250.00 (plus fee surcharges)

PROCESSING FEES:

Commercial

Residential

\$0.00 - \$10,000.00

~~\$75.00~~ 50.00

~~\$75.00~~ 50.00

\$10,001.00 - \$20,000.00

~~\$100.00~~ 50.00

~~\$100.00~~ 50.00

\$20,001.00 - \$25,000.00

~~\$125.00~~ 50.00

~~\$125.00~~ 50.00

\$25,001.00 - \$35,000.00

~~\$150.00~~ 50.00

~~\$150.00~~ 50.00

\$35,001.00 - \$50,000.00

~~\$200.00~~ 50.00

~~\$200.00~~ 50.00

\$50,001.00 - \$75,000.00

~~\$250.00~~ 50.00

~~\$250.00~~ 50.00

\$75,001.00 - \$100,000.00

~~\$275.00~~ 50.00

~~\$275.00~~ 50.00

\$100,001.00 – or Greater

~~\$350.00~~ 50.00

~~\$350.00~~ 50.00

PLAN PROCESSING FEE AT TIME OF PERMIT SUBMITTAL:

Commercial

Residential

These fees are based on the **Value** of the work and are Non-Refundable; however, applied to permit fee at time of issuance.

\$0.00 - \$10,000.00

\$150.00

\$10,001.00 - \$20,000.00

\$175.00

\$20,001.00 - \$25,000.00

\$200.00

~~\$75.00~~

\$25,001.00 - \$35,000.00

\$225.00

(Flat fee)

\$35,001.00 - \$50,000.00

\$270.00

N/A

\$50,001.00 - \$75,000.00

\$325.00

\$75,001.00 - \$100,000.00

\$350.00

\$100,001.00 – or Greater

\$425.00

EARLY START AUTHORIZATION:

	Commercial	Residential
	\$500.00 250.00	\$250.00 100.00

PLAN REVIEW FEES:

	Commercial	Residential
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PLAN REVIEW FEES:	\$75.00	\$45.00
Initial review fee charged on ALL applications (per discipline).		(Flat fee)

SUBSEQUENT PLAN REVIEW FEES: per State Statute.

Fee charged for second and <u>third</u> all-subsequent reviews if review comments not cleared (per discipline).	\$75.00/hr. <u>or</u>	\$45.00
	<u>portion thereof</u>	(Flat fee)

<u>4th and subsequent disapprovals (4 x 1st disapproval fee)</u>	<u>\$300.00</u>	<u>\$180.00</u>
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CHANGE OF PLAN:

Plans revised after permit is issued: (Review fee per hour, per reviewer/discipline).	\$75.00/hr. <u>or</u>	<u>N/A</u>
	<u>portion thereof</u>	

PRE-PLAN / DRY RUN PLAN REVIEW FEES:

(for plan review prior to application) - (\$400.00 Base fee and any additional hours will be at \$75.00/hr. (per discipline).)	\$400.00 +	<u>\$45.00</u>
		(Flat fee)

EXPEDITED PLAN REVIEW:

for plan review with application (per discipline)	\$150.00/hr.	<u>\$45.00</u>
		(Flat fee)

<i>REVIEW OF SPECIAL INSPECTOR REPORT, TRESHOLD REPORT OR ANY OTHER REPORT NEEDED AFTER PERMIT IS ISSUED.</i>	\$30.00	<u>N/A</u>
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MEETING: PER DISCIPLINE / PER HOUR:

Meetings requested after initial plan review and prior to issuance of permit by architects, engineers, or their duly authorized agent	\$75.00/hr.	<u>N/A</u>
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INSPECTION FEES:

	Commercial	Residential
--	-------------------	--------------------

Inspections will be charged on ALL PERMITS – PER DISCIPLINE

- | | | |
|---|-------------------------------------|-----------------------------------|
| 1. 1st inspection | \$75.00 50.00/hr. | \$50.00/hr. |
| | <u>or portion thereof</u> | <u>or portion thereof</u> |
| 2. 2nd and all additional inspections determined at time of plan review | \$50.00/hr. | \$50.00/hr. |
| | <u>or portion thereof</u> | <u>or portion thereof</u> |
| 3. In progress inspections | \$50.00/hr. | \$50.00/hr. |
| | <u>or portion thereof</u> | <u>or portion thereof</u> |
| 4. If determined at time of plan review, that: | \$600.00 + | \$150.00 + |
| Commercial: 10 inspections or more will be required from all disciplines on a permit, an upfront inspection fee of \$600.00 will be applied and any additional inspections will be at \$50.00 per inspection – per discipline – Non-refundable. | \$50.00/hr. <u>per additional</u> | <u>\$50.00/hr. per additional</u> |

Residential: an upfront inspection fee of \$150.00 for the first (3) initial inspections will be applied and any additional inspections will be at \$50.00 per inspection – per discipline – **Non-refundable.**

NEW CONSTRUCTION: (SHELL ONLY):

Inspection fee is ~~2.5%~~ based in the of total SQ FT of building (this will include inspections for structural, electrical, mechanical, and plumbing)

inspection (per discipline)

inspection (per discipline)

2.5%
(non-creditable to the building permit fees)

2.5%
(non-creditable to the building permit fees)

OVERTIME INSPECTIONS:

After hours and/or weekend (per discipline)

\$250.00
For the first 3 hours; additional hours at \$75.00/hr.

\$250.00
For the first 3 hours; additional hours at \$75.00/hr.

RE-INSPECTION FEES: per State Statutes.

Partial approval or 1st disapproval of mandatory inspection

2nd disapproval (~~1-5~~ 2 x 1st disapproval fee)

3rd ~~and subsequent~~ disapprovals (~~2~~ 3 x 1st disapproval fee)

4th and subsequent disapprovals (4 x 1st disapproval fee)

~~\$75.00~~ \$50.00

\$100.00

\$150.00

\$200.00

~~\$75.00~~ \$50.00

\$100.00

\$150.00

\$200.00

PENALTY FEE:

Any work commenced prior to obtaining a permit is subject to double the base permit fee plus the fine indicated below for each trade:

1. First Offense
2. *Second Offense*

\$250.00

~~\$500.00~~

\$250.00

~~\$500.00~~

ADDITIONAL FEES:

Commercial

Residential

Change of Contractor, Transfer of Permit (per discipline)

\$50.00

\$35.00

Permit card replacement only (no plan)

\$25.00

\$25.00

Approved job set plan replacement re-review: (per discipline)

\$75.00

\$35.00

Certificate of Completion (CC). (Minimum \$75.00)

~~5.0% per SF~~

\$35.00

\$75.00

Certificate of Occupancy (CO). (Minimum \$75.00)

5.0% per SF

\$75.00

Temporary Certificate of Occupancy (TCO).

\$350.00

N/A

Partial Certificate of Occupancy (PCO).

\$350.00

N/A

Cancellation of application / plan review

Plan review fees with processing fees

Plan review fees with processing fees

Reinstatement of expired permit

50% Full-permit fee

50% Full-permit fee

40 Year Building Safety Inspection processing fee

\$350.00

\$350.00

Building Department Fees Fy21

Page 4 of 5

Application extension for 60 Days	<u>\$75.00</u>	<u>\$25.00</u>
Permit extension for 90 Days (each).	\$150.00	\$75.00
Backflow recertification	\$91.00 <u>50.00</u>	\$91.00 <u>50.00</u>
Technology fee on credit card	3%	3%
Bank Charge / NSF check / Returned check	\$35.00	\$35.00

DOCUMENT REPRODUCTION AND SCANNING FEES:

Commercial

Residential

COST OF SCANNING: Conversion of paper plans and documents to digital format by scanning (per sheet)

Service fee: (to be applied to all permit applications).	\$20.00	\$20.00
Documents/Sheet up to and including 11"x17" (each side)	\$0.25	\$0.25
<u>Documents/Sheet larger than 11"x17" (each side)</u>	<u>\$4.00</u>	<u>\$4.00</u>

COST OF REPRODUCTION: Conversion to paper plans and documents from digital format by printing in house (per sheet)

Sheets up to 8-1/2"x14" (each side)	\$0.25	\$0.25
<u>Sheets larger than 8-1/2"x14" up including 11"x17" (each side)</u>	<u>\$0.35</u>	<u>\$0.35</u>
<u>Documents larger than 11"x17"</u>	<u>\$8.00</u>	<u>\$8.00</u>
<u>CD-ROM / FLASH DRIVE.</u>	<u>\$10.00</u>	<u>\$10.00</u>

UNSAFE STRUCTURES ENFORCEMENT FEES:

Commercial

Residential

Enforcement Fees: Inspections of vacant, boarded-up/secure structures and/or unsafe buildings or structures (as per Section 116 of the Florida Building Code, Broward County Administrative Provisions) shall be a minimum as noted plus, the following enforcement case fees:

	<u>\$20.00</u>	<u>\$20.00</u>
	<u>per quarter hour) +</u>	<u>per quarter hour) +</u>
• <u>Case Processing Fee, each</u>	<u>\$400.00</u>	<u>\$400.00</u>
• <u>Photographs, each</u>	<u>\$2.50</u>	<u>\$2.50</u>
• <u>Initial Inspection Fee</u>	<u>\$150.00</u>	<u>\$150.00</u>
• <u>Re-Inspection Fee, each</u>	<u>\$75.00</u>	<u>\$75.00</u>
• <u>Posting of Notices, each</u>	<u>\$40.00</u>	<u>\$40.00</u>
• <u>Unsafe Structures Board Processing Fee</u>	<u>\$150.00</u>	<u>\$150.00</u>
• <u>Title Search</u>	<u>\$20.00</u>	<u>\$20.00</u>
• <u>Court Reporting Transcription</u>	<u>Actual Cost</u>	<u>Actual Cost</u>
• <u>Legal Advertising, each</u>	<u>Actual Cost</u>	<u>Actual Cost</u>
• <u>Permit Fees</u>	<u>Actual Cost</u>	<u>Actual Cost</u>
• <u>Lien/Recording/Cancellation of Notices, each</u>	<u>Actual Cost</u>	<u>Actual Cost</u>
• <u>Bid Processing Fee</u>	<u>\$200.00</u>	<u>\$200.00</u>
• <u>Demolition/Secure Services</u>	<u>Actual Cost</u>	<u>Actual Cost</u>

NOTES:

FOR FIRE PLAN REVIEW AND INSPECTIONS: BROWARD COUNTY ORDINANCE FEE SCHEDULE REFER TO ZONING & ENGINEERING FEE SCHEDULE FOR THEM.



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

Agenda Request

Meeting Date:	September 23rd 2020
Subject:	Building Department - August 2020 - Monthly Report
Initiated by:	☒ City Council ☐ City Attorney ☐ City Manager/Staff
Prepared by:	Name & Title: Miguel Nunez
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	MEMORANDUM NO.: 20-019
Fiscal Impact:	
Policy Question(s) for Council Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 20-019

DATE: September 10, 2020
TO: Juan C. Jimenez, Town Manager
FROM: Miguel A. Núñez, Building Official **Miguel A. Núñez**
RE: **MONTHLY STATUS REPORT – AUGUST 2020**

Digitally signed by Miguel A. Núñez
DN: cn=Miguel A. Núñez, o=Town of
Pembroke Park, ou=CBO,
email=mnunez@townofpembrokepark.com,
c=US
Date: 2020.09.10 12:04:12 -04'00'

At this time, I would like to submit the Building Department Monthly Status Report for the above referenced period (attached).

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Deputy Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/memos/2020/20-019.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/memos/2020/20-019.docx)



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT

3150 SW 52ND Avenue

Pembroke Park, FL 33023

Building Department

Monthly Status Report

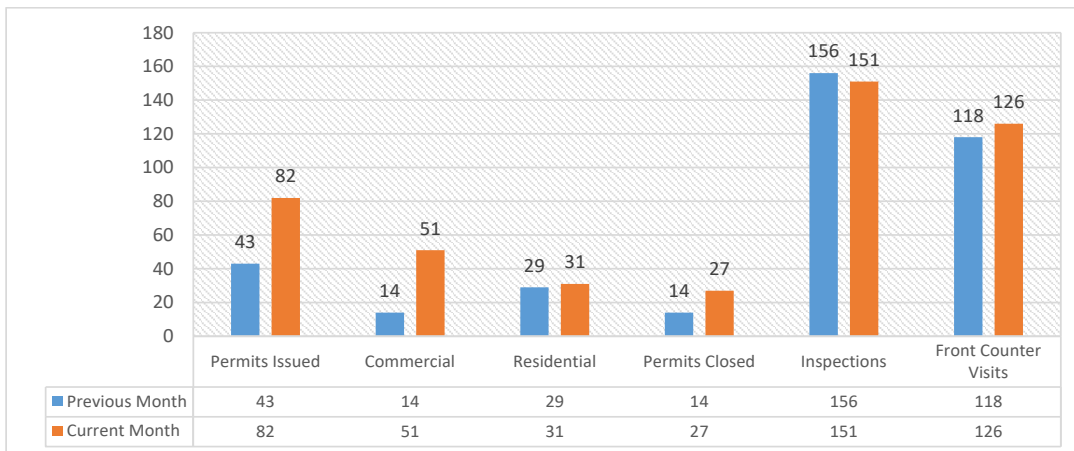
August 2020

Summary:

During this reporting period, the Building Department staff continued to service our developers, contractors, residents, and internal customers, and due to the current constraints presented by the COVID-19 global pandemic, the department has maintained the “electronic plans review” for a non-contact approach with staff and customers; while performing virtual meetings and teleconferences with all our external and internal customers; and accomplishing our customary personalized service.

Furthermore, this non-contact approach is expected to be continued until the COVID-19 Pandemic State of Emergency is cleared by the appropriate authorities; meanwhile we are seeking/implementing options/actions for added efficiency and productivity measures.

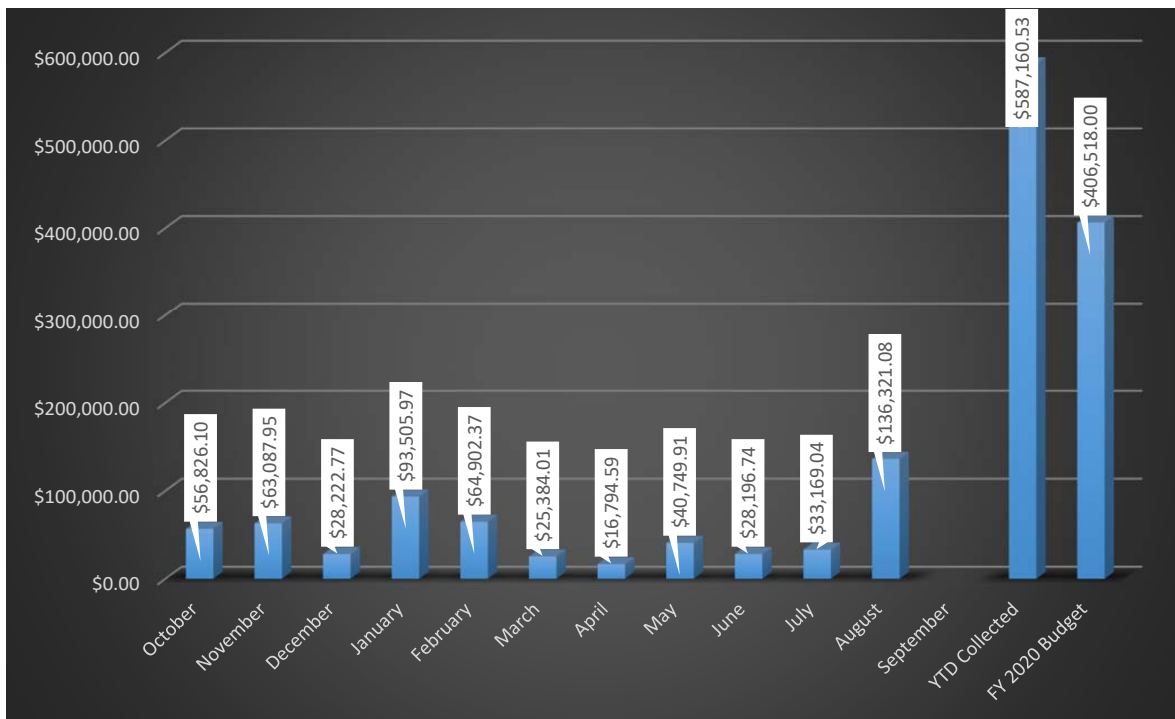
By the Numbers:



During this reporting period the Building Department has almost doubled the number of permits issued front last month reported number, and increased the Front Counter Visits, since our front counter continue to be open to the external customers. Also, inspections (virtual and in person) were as follows: Structural = 38, Mechanical = 29, Electrical = 39 and Plumbing 45 for a total of 151 Inspections.

Revenue:

During this reporting period the Building Department and associated disciplines (Structural, Electrical, Plumbing and Mechanical) have collected \$587,160.53 during the Fiscal Year (FY20); and \$136,321.08 during the reporting period; see chart below for graphical information:



Large Construction Projects Summary:

	Not Started		In Progress		No Action		Completed
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Status / Commissioner District	Project	Description	Notes
	Seneca Town Center		
1	Building 1	Building Shell (Structure)	Completed.
1	<i>Unit 100</i>	Tenant Improvement	Completed.
1	<i>Unit 200</i>	Tenant Improvement	As of the date of this report; the permit has been approved for issuance and waiting for payment.
1	<i>Unit 300</i>	Tenant Improvement	Submitted for Plans Review second cycle and waiting for resubmittal after comments were rendered.
1	<i>Unit 800</i>	Tenant Improvement	Completed
1	Building 2	Building Shell (Structure)	Application for permit became Null & Void, due non-response as per the Florida Building Code; meeting was performed with stakeholders for options at resubmittal.
1	Building 3	Building Shell (Structure)	Application for permit became Null & Void, due non-response as per the Florida Building Code; meeting was performed with stakeholders for options at resubmittal.
1	Building 4	Building Shell (Structure)	Completed.
1	<i>Unit 100</i>	Tenant Improvement	Completed
1	<i>Unit 300</i>	Tenant Improvement	Completed
1	<i>Unit 400</i>	Tenant Improvement	Completed
1	Coca-Cola	Various Improvements	Currently under the inspections and additional applications for permit process.
3	Value Store It	6 Story Storage Building	Completed
4	Pembroke Plaza	Shopping Center Building	Permit issued and construction started.
4	O'Reilly's Auto	New Store	Currently under the "Pre-Plan review process.

4	3-Story Building (2991 SW 32 nd Avenue)	Office – Shell (Structure)	Submitted for Plans Review Second cycle and waiting for resubmittal after comments were rendered.
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Additional Comments:

In addition to the above reported items, the Building Department has processed a number of additions, renovations, alterations for the Townhomes (TH); Minor Commercial Tenant Improvements (TI), and Mobile Homes (MH) for repairs, exterior accessories and new equipment's installations at all districts.



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 20-015

DATE: July 15, 2020
TO: Juan C. Jimenez, Town Manager
TO: Chris Ryan, Esq., Town Attorney
FROM: Miguel A. Núñez, Building Official
RE: **PLATINUM PERMITTING RESOLUTION**

Miguel A.
Nunez, CBO

Digitally signed by Miguel A. Nunez, CBO
DN: cn=Miguel A. Nunez, CBO, o=Town of
Pembroke Park, ou=Building Department,
email=mnunez@townofpembrokepark.co
m, c=US
Date: 2020.07.15 19:24:20 -04'00'

At this time, I would like to request the commission to authorize by resolution, that the Town of Pembroke Park via the Building Department, to participate in the Greater Fort Lauderdale Alliance Platinum Permitting Program. His program promotes friendly permitting process, which encourages growth and expansion in Broward County and the Town of Pembroke Park.

By adhering to this program and it's expected streamlined review and transparent permitting process; which will eliminate delays and uncertainty to business applicant. In addition businesses will be able to communicate with the assigned "Concierge", for assistance with their permit application.

Finally, we would like to request that the Building Official, be authorized to assign the required "Concierge" for all permitting issues under this program, as suggested by the Greater Fort Lauderdale Alliance.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Deputy Clerk
File.

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Here are the key points of the Alliance's Platinum Permitting Program

- 1) Jobs are at the top of the national, state and local agenda and economic development is a key for the Greater Fort Lauderdale Alliance. There are challenges everywhere.
- 2) Job training and the services we provide are secondary. With 60,000 people chasing about 12,000 jobs in Employ Florida, we need more jobs!
- 3) Communities need to become business friendly and look at ways which might inhibit job creation.
- 4) In meetings with the business community and legislator-held town hall meetings, the problems with permitting have come up frequently.
- 5) We are not really asking the City to change its codes, processes or who answers what question. We are not asking Cities to rezone, reuse or change much of anything. In that sense it is misnamed "Expedited permitting." What we are asking cities to do is make it transparent which you are currently doing with the permit system you're using.

That is, if it takes 18 months to get a permit in your city, just meet with the prospect and tell them that up-front so they can decide whether they want to do business in your community. Also, by putting the project online all concerned

can see where the delay is. In a multi-step process, delays can occur anywhere and then fingers begin to point and many times the blame shifts to the City when it's not true. Put it online and it stops the finger pointing.

6) This is a voluntary program and it's primarily about marketing. Cities designated as "Platinum Cities" when Site Selectors and other businesses contact the Alliance about location, we point them to the Platinum Cities as places that are "permit business friendly."

What we're asking the City Commission to do is adopt a Resolution that supports the Greater Fort Lauderdale Alliance's Mission of marketing those designated Platinum Permitting Cities and for your City to join the other 22 Municipalities and unincorporated Broward County designated as Platinum Permitting business friendly communities.

We look forward to adding your City to our other transparent business friendly Platinum Permitting municipalities.



About the Alliance Platinum Permitting Program

The Greater Fort Lauderdale Alliance Platinum Permitting Program was created to promote a permit friendly process that will encourage growth and expansion in Broward County. Cities and Municipalities are designated Platinum Cities by creating and adhering to a streamlined review and permitting process that eliminates delay and uncertainty and allows free commerce to flourish. Your city commission has committed to the following three main objectives of the Platinum Program are:

- ❖ Adopt a streamlined permitting ordinance/resolution focused on permitting excellence
- ❖ Provide a transparent online permit tracking system to follow the permit throughout the process
- ❖ Designate a staff representative as a single point of contact "The Concierge" for those involved in the permitting process.

Platinum City Permitting "Concierge" Position

Broward County, the Greater Fort Lauderdale Alliance, BORA, Broward County Building & Fire Officials, the League of Cities and many Municipalities are committed on behalf of businesses and permit applicants to create a permit friendly process. As a result of the Platinum Program, your city commission has dedicated and committed to designating a Concierge position which assists in the following:

- ❖ Serve as the designated and appointed staff representative as a single point of contact - "The Concierge" - for those involved in the permitting process.
- ❖ The Concierge uses their communication skills and knowledge to assist the general public in order to support the Platinum Program.
- ❖ The Concierge has general knowledge of the building, construction, development, and permitting process in their city.
- ❖ The Concierge guides applicants through your city and municipality building and permitting website.
- ❖ The Concierge directs applicants to other websites and departments as may be required to work with your city's transparent online permitting process.
- ❖ The Concierge assists applicants with your city and municipality online permit tracking system to follow the permit throughout the process.
- ❖ The Concierge facilitates communication between the parties regarding the permitting process.
- ❖ The Concierge directs applicants in the proper steps to take.
- ❖ The Concierge directs applicants to the proper forms, websites, and departments involved in the permit application process as deemed necessary.
- ❖ The Concierge may be a communicator on occasion between other departments regarding the process.
- ❖ The Concierge's main function is communication to a permitting applicant.
- ❖ The Concierge promotes your city as "permit-business-friendly"

Appointment

"The Concierge" may be appointed by your Mayor, City Manager, or by the Economic Development team; but most likely will be appointed by the Department's Chief Building Official since they would be most knowledgeable and at the forefront of what is happening with the City Planning, Zoning, Fire Department, and other applicable areas of the city.

For additional information contact

Debra K. Mink, Chair
Permitting Action Team
Greater Fort Lauderdale Alliance
DK@MinkandMink.com
954.771.1717

Jack Bennings, Liaison
Permitting Action Team
Greater Fort Lauderdale Alliance
jbennings@gflalliance.org
954.627.0136

jb/010417



Platinum Permitting Concierges

City of Coconut Creek

4800 West Copans Road
Coconut Creek 33063 | 954-973-6750
[Scott Stoudenmire](mailto:Scott.Stoudenmire@coconutcreek.net) - 954-973-6756
ssoudenmire@coconutcreek.net

City of Cooper City

9090 S.W. 50th Place
Cooper City 33328 | 954-434-4300
Carlos Vega - 954-434-4300 x 262
cvega@coopercityfl.org

City of Coral Springs

9530 West Sample Road
Coral Springs 33065 | 954-344-1025
Cybil Davillier-Barbanes - 954-344-1050
cdavillier-barbanes@coralsprings.org

City of Dania Beach

100 West Dania Beach Blvd
Dania Beach 33004 | 954-924-6801 x 3667
DeAndrae Spradley
dspradley@daniabeachfl.gov

Town of Davie

6591 Orange Drive
Davie, FL 33314 | 954-797-1000
David Quigley - 954-797-1103
david_quigley@davie-fl.gov

City of Deerfield Beach

150 NE 2nd Avenue
Deerfield Beach 33441 | 954-480-4250
Kris Mory - 954-480-4317
kmory@deerfield-beach.com

City of Fort Lauderdale

700 NW 19th Avenue
Fort Lauderdale 33311 | 954-828-6520
Andre Cross - 954-828-5102
across@fortlauderdale.gov
Mike Maloney - 954-828-5238
mmaloney@fortlauderdale.gov

City of Hallandale Beach

400 South Federal Highway
Hallandale Beach 33009 | 954-458-3251
Edward Leonhardt - 954-457-1386
eleonhardt@cohb.org

Town of Hillsboro Beach

1210 Hillsboro Mile
Hillsboro Beach 33062 | 954-427-4011
Steve Mitchell - 954-592-5057
smitchell@cgasolutions.com
Nicole Spradlin - 954-427-4011
nspradlin@cgasolutions.com

City of Hollywood

2600 Hollywood Boulevard
Hollywood 33020 | 954-921-3335
Dean Decker - 954-921-3335
ddecker@hollywoodfl.org
Shiv Newaldass - 954-921-3201
snewaldass@hollywoodfl.org
Tekisha Ivy Jordan - 954-921-3306
tjordan@hollywoodfl.org

City of Lauderhill

5581 West Oakland Park Blvd
Lauderhill 33021 | 954-739-0100
Kenneth Lopez - 954-714-3128
klopez@lauderhill-fl.gov
Merlalis Celetti - 954-714-3125
merceletti@lauderhill-fl.gov

City of Margate

901 NW 66 Avenue
Margate 33063 | 954-970-3004
Paul Robinson - 954-935-5320
probinson@margatefl.com

City of Miramar

2200 Civic Center Place
Miramar 33025 | 954-602-3264
Julio Briceno - 954-602-3218
jbriceno@miramarfl.gov
Richard Hughes - 954-602-3267
rhughes@miramarfl.gov

City of Oakland Park

3650 NE 12 Avenue
Oakland Park, FL 33334 | 954-630-4350
Casey Graham - 954-630-4350
Casey.graham@oaklandparkfl.gov

City of Parkland

6600 University Drive
Parkland 33067 | 954-753-5040
Laurie Anderson - 954-757-4163
landerson@cityofparkland.org

City of Pembroke Pines

601 City Center Way
Pembroke Pines 33026 | 954-392-2100
Dean Piper - 954-392-2110
dpiper@ppines.com
Christian Zamora - 954-392-2110
czamora@ppines.com

City of Plantation

400 NW 73rd Avenue
Plantation 33317 | 954-797-2200
Peter Dokuchitz - 954-797-2265
pdokuchitz@plantation.org
Maritza Grajales - 954-797-2251
mgrajales@plantation.org

City of Pompano Beach

100 West Atlantic Boulevard
Pompano Beach 33060 | 954-786-4600
David Quercia - 954-786-4673
david.quercia@copbfl.com

City of Sunrise

10770 West Oakland Park Blvd
Sunrise 33351 | 954-741-2580
Susan Milhausen - 954-572-2375
smilhausen@sunrisefl.gov
Aaron Silverman - 954-572-2361
asilverman@sunrisefl.gov

City of Tamarac

7525 N.W. 88th Avenue
Tamarac 33321 | 954-597-3510
Laura Karpaviciute - 954-597-3522
Laura.Karpaviciute@tamarac.org
Claudio Grande - 954-597-3451
Claudio.Grande@tamarac.org

City of West Park

1965 South State Road 7
West Park 33023 | 954-989-2688
Wiener Chavire - 954-989-2688
wchavire@cityofwestpark.org
Lavelle Jenrette - 954-989-2688
ljenrette@cityofwestpark.org
Maritza Prebal - 954-989-2688
mprebal@cityofwestpark.org

City of Wilton Manors

2020 Wilton Drive
Wilton Manors 33305 | 954-390-2100
Roberta Moore - 954-390-2180
rmoore@wiltonmanors.com

Broward County

Ronald Puentes - 954-359-2216
rpuentes@broward.org
Francine Reid - 954-765-4000 x 9815
freid@broward.org
Environmental Permitting:
Asif Ali - 954-357-6546
aali@broward.org

PD | 2.26.2020

For further permitting information and email addresses, please use this link: <http://www.gflalliance.org/businessassistance/permitting>
Greater Fort Lauderdale Alliance | 110 East Broward Boulevard, Suite 1990, Fort Lauderdale FL 33301 | 954-524-3113 | www.gflalliance.org

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN OF PEMBROKE PARK FLORIDA, EXPRESSING
SUPPORT FOR THE BUSINESS FRIENDLY PERMITTING PROCESS OF THE
GREATER FOR LAUDERDALE ALLIANCE; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Greater Fort Lauderdale Alliance (“Alliance”) strives to promote economic growth and opportunity and seeks to improve relationships between businesses and local government; and

WHEREAS, the Town of Pembroke Park (“Town”) has previously implemented a business and resident friendly on-line permit system which provides highly efficient and effective permit and inspection services; and

WHEREAS, the Town Commission of the Town of Pembroke Park desires to express in support for the business friendly permitting program (“Program”) advocated by the Alliance; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY/TOWN COMMISSION OF THE TOWN
OF PEMBROKE PARK, FLORIDA AS FOLLOWS:**

SECTION 1. The foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby incorporate herein. All exhibits attached hereto are hereby incorporate herein.

SECTION 2. The Town Commission of the Town of Pembroke Park, Florida hereby expresses its support for the Platinum Permitting program of the Greater Fort Lauderdale Alliance, and authorizes the Town Manager/Administrator to designate a permitting related staff person as the “concierge” to businesses and homeowners and to arrange for the Town to participate and be recognized for such participation, at no cost or expense to our Municipality.

SECTION 3. If any clause, section, other part or application of this Resolutions is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, is shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 20__.

TOWN OF PEMBROKE PARK, FLORIDA

Ashira Mohammed, **MAYOR**

ATTESTED:

Marlen Martell, **DEPUTY TOWN CLERK**

Resolution No. _____ - Page 2 of 2



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

Agenda Request

Meeting Date:	09/23/2020
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 August 2020
Fiscal Impact:	None
Policy Question(s) for Commission Considerations:	no policy questions
Summary:	Monthly report from Code Enforcement department regarding status of cases for the month of August, incidents and Code Board meetings.
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 08/1/2020 to 08/31/2020

Status update of Code Enforcement Cases

Code Enforcement Case #	Address	Created	Doc.Type	Assigned Officer	Method of Delivery
5304	3407 SW 52 AVE, PEMBROKE PARK, FL 33023	NOV	J. Ramirez	8/3/2020	Regular Mail
5306	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #103 Lone Pine Lane	NOV	J. Ramirez	8/4/2020	Hand
5306	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #103 Lone Pine Lane	NOV	J. Ramirez	8/4/2020	Regular Mail
5307	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #21 W Lake Drive	NOV	J. Ramirez	8/5/2020	Handed to Property
5307	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #21 W Lake Drive	NOV	J. Ramirez	8/5/2020	Regular Mail
5308	SW 41 ST, PEMBROKE PARK, FL 33023	NOV	J. Ramirez	8/5/2020	Regular Mail
5309	3107 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3101 W. Hallandale Beach Blvd #106	NOV	J. Louis	8/10/2020	Hand
5315	3080 PEMBROKE RD, PEMBROKE PARK, FL 33009	NOV	J. Ramirez	8/11/2020	Hand
5316	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	NOV	J. Ramirez	8/13/2020	Regular Mail
5317	3826 SW 52 AVE, PEMBROKE PARK, FL 33023	NOV	J. Ramirez	8/13/2020	Hand
5318	3828 SW 52 AVE, PEMBROKE PARK, FL 33023	NOV	J. Ramirez	8/13/2020	Hand
5321	5510 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Courtesy	J. Ramirez	8/17/2020	Regular Mail
5322	4350 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	NOV	J. Ramirez	8/18/2020	Hand
5323	3926 SW 52 AVE, PEMBROKE PARK, FL 33023 E2	NOV	J. Ramirez	8/18/2020	Regular Mail
5324	3500 SW 20 ST, PEMBROKE PARK, FL 33023 #Rolo Transport	NOV	J. Ramirez	8/19/2020	Hand
5324	3500 SW 20 ST, PEMBROKE PARK, FL 33023 #Rolo Transport	NOV	J. Ramirez	8/19/2020	Regular Mail
5325	3400 SW 20 ST, PEMBROKE PARK, FL 33023 #IRBA LLC	NOV	J. Ramirez	8/19/2020	Hand
5325	3400 SW 20 ST, PEMBROKE PARK, FL 33023 #IRBA LLC	NOV	J. Ramirez	8/19/2020	Regular Mail
5328	1971 S PARK RD, PEMBROKE PARK, FL 33009 B	Courtesy	J. Ramirez	8/26/2020	Hand
5329	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	NOV	J. Ramirez	8/27/2020	Hand
5329	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	NOV	J. Ramirez	8/27/2020	Regular Mail
5330	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 ##504	NOV	J. Ramirez	8/27/2020	Hand
5330	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 ##504	NOV	J. Ramirez	8/27/2020	Regular Mail

NOV Issued
Courtesy Issued

16
2

Compliance

3192 D W. Hallandale Beach Blvd - Removed neon lights and signs in storefront



3423 SW 52nd Ave - Exterior maintenance - pressure clean balcony and walls



2350 SW 30th Avenue - Exterior maintenance - repainted building and property maintenance





Meetings

No Code Board Hearing Scheduled for August 2020

Projects in progress

Town assessment

**Town of Pembroke Park
Bills Over \$500
September 23, 2020
Workshop**

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
66333	Johnson, Anselmo, Murdoch, Burke, Piper & Hochman P.A.	Matters Relating to the Michelle Riley vs. Town of Pembroke Park Through August 31, 2020	Legal	\$ 1,108.45
1013	Ryan & Ryan LLC	Matters Regarding Robert Patterson vs. Town of Pembroke Park	Legal	\$ 4,882.50
25151	Sniffen & Spellman P.A.	Matters Relating to the Agatha Muse-Salters Separation Through August 31, 2020	Legal	\$ 1,379.05
162718	Sach Sax and Caplan	Professional Services in Regards to the BSO Litigation #13965-00003 (Billed Through August 31th, 2020)	Legal	\$ 4,099.40
Total:				\$11,469.40

Purchase Orders				
305459	JEF Auto Service	A/C Maintenance for the 2004 Dodge Ram	Parks	\$ 735.00
Total:				\$735.00

Grand Total:	\$12,204.40
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AGENDA ITEM REPORT



To:

Subject: Renewal for Adobe Acrobat 1 year License

Meeting: 09 23 2020 - DRAFT AGENDA - WORKSHOP COMMISSION MEETING -
September 23, 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

State of FL NASPO Software contract #ADSP016-138244

FINANCIAL IMPACT:

The cost is \$ 5,261.10, I would ask the commission approve not to exceed 7000.00 in case we need to add new users

RECOMMENDATION:

To Purchase from Insight for Renewal of Adobe License

ATTACHMENTS:

[Quotation #0222747708 - Town Of Pembroke Park](#)

	Status:
Town Clerk, Deputy Town Clerk	Approved - Sep 14 2020
Finance director, Finance & Budget Director	Approved - Sep 16 2020
Town Attorney, Town Attorney	Pending
JC Jimenez, Town Manager	None

SOLD-TO PARTY 11115292

TOWN OF PEMBROKE PARK
PUBLIC SAFETY
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO PARTY

TOWN OF PEMBROKE PARK
PUBLIC SAFETY
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : [222747708](#)
Document Date : 14-SEP-2020
PO Number :
PO Release :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : 4804096992
Sales Rep 2 : Janis McCoy
Email : JANIS.MCCOY@INSIGHT.COM
Telephone : 8136377048

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB ORIGIN
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
65297930BC02A12	Adobe Acrobat Pro DC for teams - Team Licensing Subscription Renewal (monthly) - 1 user - GOV - Value Incentive Plan - level 2 (10-49) - Win, Mac - Multi North American Language VIPG 12 MONTH SUB RENEWAL L2 50-249 (IPS ONLY) Coverage Dates: 19-SEP-2020 - 18-SEP-2021 STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244 / 43230000-NASPO-16-ACS-SOFTWARE VAR) LICENSE : 0272B2072CC46892E48A DEPLOY DATE : 14-SEP-2020	30	175.37	5,261.10

Product Subtotal	5,261.10
TAX	0.00
Total	5,261.10

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
4804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Janis McCoy
8136377048
JANIS.MCCOY@INSIGHT.COM
Fax 8136377093

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

SOLD-TO PARTY 11115292

TOWN OF PEMBROKE PARK
PUBLIC SAFETY
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO PARTY

TOWN OF PEMBROKE PARK
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Product Subtotal				5,261.10
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Total				5,261.10

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Sincerely,

Ricardo Pryor
4804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Janis McCoy
8136377048
JANIS.MCCOY@INSIGHT.COM
Fax 8136377093

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AGENDA ITEM REPORT



To:

Subject: Air conditioning for the server room.

Meeting: 09 23 2020 - DRAFT AGENDA - WORKSHOP COMMISSION MEETING -
September 23, 2020

Department: Building

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

quote is not budgeted but funds available via the surplus Building Department. Kool Flow will remove old unit from the old server room and install new unit in the new server room.

FINANCIAL IMPACT:

Total \$5,690.00 I would ask that the total not exceed \$7,000.00

RECOMMENDATION:

To use Kool Flow air conditioning to install the new unit.

ATTACHMENTS:

[Estimate 2765 - revised](#)
[estimate_10000000262](#)
[Town of Pembroke Park](#)

Kool Flow Inc.

5945 SW 21st Street
West Park, FL 33023 US
(954)962 8843
service@koolflowair.com



Estimate

ADDRESS

Mark Pakula

ESTIMATE # 2765**DATE** 09/04/2020**PROJECT NAME:**

Pembroke Park Bldg. ITT Room

ACTIVITY	QTY	AMOUNT
SERVICE AGREEMENT: Upon approval, this estimate will be a contract of service between Mark Pakula "Client" and Kool Flow Inc. "Contractor" for the services to perform at the following project.	1	0.00T
SCOPE OF WORK: Contractor shall render the following services: - Furnish and install one (1) 24,000 (2-TON) BTU Mitsubishi mini split unit - Furnish and install one (1) refrigerant line set - Furnish and install one (1) condensate drain line - Furnish and install one (1) line cover - Furnish and install two (2) air supply - Furnish and install condenser tie down details - Furnish one (1) heat load calculation - Permit fees - Demolition of existing mini-split system downstairs - Labor fees	1	5,690.00
Additional Comments: License & Insured CAC1816347	1	0.00T
CHANGE ORDER: Items that are not expressly written are not included. Additional service is available upon request and is subject to separate ticketing and charges. All additional services and materials will be regarded as a "Contractor" requires FULL PAYMENT on all change orders.	1	0.00T
LIMITED WARRANTY: All materials, parts, and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by Contractor is warranted for 30 days or as otherwise indicated in writing. Contractor makes no other warranties, express or implied, and its agents or technician are not authorized to make such warranties on behalf of the Contractor.	1	0.00T
NEW COMPLETE AC SYSTEMS: Once registered, units are allotted a 10-year warranty from the manufacturer, and a 1-year warranty on labor following the start-up date.		
CLIENT ACCEPTANCE: If these terms and conditions accurately summarize and confirm your understanding of your Contractor-Client relationship, please indicate your approval and acceptance by dating, signing and returning this letter to us. We appreciate the opportunity to be of service to you and believe this Estimate accurately	1	0.00T

ACTIVITY

QTY

AMOUNT

summarizes the significant terms of our agreement. if you have any question, please let us know This agreement will continue in effect for future work, after completion of this project unit canceled by either party.

PO: Pembroke Park Bldg. ITT Room

SUBTOTAL

5,690.00

TAX

0.00

License & Insured

TOTAL

\$5,690.00

CAC1816347

Accepted By

Accepted Date



3240 W Hallandale Beach Blvd
Pembroke Park FL 33023
(954) 966-8609 / (954) 214-2242
ateam@actionairinc.com

Estimate

ESTIMATE#	10000000262
DATE	08/28/2020
PO#	1.5 ton 14 SEE

CUSTOMER
TOWN OF PEMBROKE PARK c 3150 SW 52 AVE PEMBROKE PARK FL 33025

SERVICE LOCATION
3150 SW 52 AVE PEMBROKE PARK FL 33025

DESCRIPTION	Scope of this project includes the following:
	1. New 2 ton Mitsubishi mini split unit straight cool only installed in server room. 2. Install new refrigeration lines from evaporating unit to condensing unit down the wall and covered with line chase. 3. Install auxiliary drain pan under evaporator unit with a drainpipe out the wall. 4. Remove one supply drop in the center of the room and cap off. 5. Install 2 new 24 x 24 supply grills Northwest and Southwest corners blowing to the center of the room. 6. Remove old mini split unit from the old server room and plug wall with concrete.

Estimate

Description	Qty	Rate	Total
2 ton Mitsubishi mini split MUZ-GL24NA-U2 MSZGL24NAU1	1.00		2,808.57
DLRCREW Labor charge replacement two-man crew.	2.00		1,480.00
PERMITNOT \$125-\$375 Permit fees or additional requirements by cities are not included.	1.00		0.00
ENG Signed and sealed engineering drawings for attachment Condensing unit or package units this is a requirement of the building department.	1.00		275.00
Line Set Refrigeration lines set with foam rubber insulation	1.00		175.00
10LCCE 10 Foot Sheet-Metal Line Chase Closed End..Includes Mounting Hardware, Caulking Spray Foam.	1.00		85.00
DuctWork SET UP FOR ATTIC INSULATION INCLUDES THE FOLLOWING: Will furnish labor and materials needed to install 2 new supply and remove 1 old.	1.00		450.00

Description	Qty	Rate	Total
NSMISC New sales miscellaneous items	1.00		150.00
AHRS36 Aluminum Hurricane Wall bracket Condensing Unit 36 inches.	1.00		175.00
AASEW Action Air Inc. standard warranty one-year labor on all new equipment installed.	1.00		0.00
Exempt		0.00%	0.00

CUSTOMER MESSAGE

I the signer have the authority to order the work that is outlined above, and will personally guarantee payment to the seller. I also agree that final payment is due upon completion. If all monies are not paid in full signer agrees to pay liquidated damages \$10 per day. If seller takes any action to collect monies owed, signer agrees to pay all costs of collection including attorneys fees. Warranty is as outlined above standard service hours 9 A.M. to 5 PM Monday through Friday.

Estimate Total:

\$5,598.57

PRE-WORK SIGNATURE

Air conditioning-Heat Pumps

We Sell

We Install

We Service

CAPITAL AIR CONDITIONING

2951 Simms Street Hollywood, FL 33020

(954) 792-4942 Fax: (954) 797-0029

Air conditioning-Heat pumps

Broward

Palm Beach

Dade

PURCHASER TOWN OF PEMBROKE PARK N E

PURCHASER'S ADDRESS 3150 SW 52 AVE PHONE

SELLER'S PROPOSAL

AIR CONDITIONING REPLACEMENT -- REMOVE AND DISPOSE OF THE EXISTING MITSUBISHI 1 1/2 TON UNIT

COMPLETE INSTALLATION OF ONE NEW MITSUBISHI 1 1/2 TON SYSTEM

RELOCATE THIS SYSTEM WITH A NEW SLAB . FREON LINES AND DRAIN LINE

RELOCATE ONE A/C DUCTWORK OUTLET AND SEAL OLD PIPE HOLES

FIVE YEAR COMPRESSOR AND ONE YEAR PARTS AND ONE YEAR LABOR WARRANTY

TOTAL PRICE \$3685.00 MAIN ELECTRIC BY OTHERS

We propose to furnish materials and/or
Labor specified above in consideration of the
Following Sums:

\$..... Labor and/or Materials
\$..... Less Trade-In Allowance
\$..... Sales Price
\$+ PERMIT... Add for Options

Supply Grilles Return Grilles
Payments to be made as follows:

\$.....0.....% Non refundable Deposit with order
(Received by)
\$.....% Pymt. Installation of Ref. & Drain Lines
\$.....% Pymt. Rough-In of Duct Work
\$.....% Pymt. Delivery of Outdoor Equipment
\$.3685....% Pymt. Balance when Installation is complete

*Installation complete means when the system is capable of operation as determined by Seller, regardless of the availability of electrical power.

General

The seller agrees to assign to the Purchaser all manufacturers warranties, WHICH SHALL BE IN LEIU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, WHICH ARE HERE EXCLUDED.
The Purchaser agrees that title to the equipment shall remain with the Seller until all monies have been paid; and in the event of default that the seller may repossess or replevin the equipment without notice to the Purchaser, and in the event of a replevin action, the Purchaser waives a preliminary hearing.
The Seller shall not be held responsible for delays in delivery and/or completion of the work for such delays as caused by acts of others, strikes, riots, war, emergencies, inclement weather, casualty, or other contingencies beyond the Sellers control.
All risk of loss or damage to the equipment, materials, and/or work shall be borne to the Purchaser; and Purchaser shall insure all equipment, work, and materials in an amount equal to the sales price against fire, theft, casualty and windstorm. Purchaser releases Seller from any liability, loss, damages, or expenses as a consequence of the system malfunctioning.
The Purchaser, if a tenant of a landlord, warrants to the seller that he has approval from the landlord for this installation, and that all of the Sellers mechanical equipment does not become part of the realty and may be freely repossessed without permission from the landlord should replevin action become necessary.
All delinquent payments shall bear interest of eighteen percent (18%) per annum.
The Purchaser shall pay all Attorneys' fees incurred by the seller by enforcing this contract, together with cost and any Attorneys' fees on appeal.
LIMITED WARRANTIES: Seller does not guarantee or offer a warranty on any parts or equipment. It is understood that all parts and equipment used are provided by the manufacturer and may be subject to a full limited warranty by the manufacturer, and Seller assumes no responsibility for defects of any kind on said parts and equipment. Seller does warrant all necessary labor for a period of 1 YR from the completion of installation. Said labor will be performed only during Seller's normal working hours, and, if Purchaser request emergency service outside normal working hours, there will be an additional charge. Warranty work specifically excluded from this limited warranty is replacing blown fuses, resetting circuit breakers, replacing burned out disconnects, improper setting of thermostat, changing filters, any calls for service not directly related to mechanical equipment faults and normal maintenance outlined in the owners manual.

Proposal Date 7 - 10 - 20

Effective Until

PURCHASERS-SELLERS ACCEPTANCE

I/WE have read the proposal, have received an exact copy, and accept the proposal this day of , 20
subject to the provisions and conditions above; personally guaranteed by:
This agreement subject to acceptance by an authorized officer of the seller.

By
Authorized Signature for Purchaser

Salesman PETE CALLAHAN
(Seller)

By
Personal Guarantee

Accepted By
Authorized Signature for Seller Officer of Corp.

Kool Flow Inc.

5945 SW 21st Street
 West Park, FL 33023 US
 (954)962 8843
 service@koolflowair.com



Estimate

ADDRESS

Mark Pakula

ESTIMATE # 2765

DATE 09/04/2020

PROJECT NAME:

Pembroke Park Bldg. ITT Room

ACTIVITY	QTY	AMOUNT
SERVICE AGREEMENT: Upon approval, this estimate will be a contract of service between Mark Pakula "Client" and Kool Flow Inc. "Contractor" for the services to perform at the following project.	1	0.00T
SCOPE OF WORK: Contractor shall render the following services: - Furnish and install one (1) 24,000 (2-TON) BTU Mitsubishi mini split unit - Furnish and install one (1) refrigerant line set - Furnish and install one (1) condensate drain line - Furnish and install one (1) line cover - Furnish and install two (2) air supply - Furnish and install condenser tie down details - Furnish one (1) heat load calculation - Permit fees - Demolition of existing mini-split system downstairs - Labor fees	1	5,690.00
Additional Comments: License & Insured CAC1816347	1	0.00T
CHANGE ORDER: Items that are not expressly written are not included. Additional service is available upon request and is subject to separate ticketing and charges. All additional services and materials will be regarded as a "Contractor" requires FULL PAYMENT on all change orders.	1	0.00T
LIMITED WARRANTY: All materials, parts, and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by Contractor is warranted for 30 days or as otherwise indicated in writing. Contractor makes no other warranties, express or implied, and its agents or technician are not authorized to make such warranties on behalf of the Contractor.	1	0.00T
NEW COMPLETE AC SYSTEMS: Once registered, units are allotted a 10-year warranty from the manufacturer, and a 1-year warranty on labor following the start-up date.		
CLIENT ACCEPTANCE: If these terms and conditions accurately summarize and confirm your understanding of your Contractor-Client relationship, please indicate your approval and acceptance by dating, signing and returning this letter to us. We appreciate the opportunity to be of service to you and believe this Estimate accurately	1	0.00T

ACTIVITY

QTY

AMOUNT

summarizes the significant terms of our agreement. if you have any question, please let us know This agreement will continue in effect for future work, after completion of this project unit canceled by either party.

PO: Pembroke Park Bldg. ITT Room

SUBTOTAL

5,690.00

TAX

0.00

License & Insured

TOTAL

\$5,690.00

CAC1816347

Accepted By

Accepted Date



3240 W Hallandale Beach Blvd
Pembroke Park FL 33023
(954) 966-8609 / (954) 214-2242
ateam@actionairinc.com

Estimate

ESTIMATE#	10000000262
DATE	08/28/2020
PO#	1.5 ton 14 SEE

CUSTOMER
TOWN OF PEMBROKE PARK c 3150 SW 52 AVE PEMBROKE PARK FL 33025

SERVICE LOCATION
3150 SW 52 AVE PEMBROKE PARK FL 33025

DESCRIPTION	Scope of this project includes the following: 1. New 2 ton Mitsubishi mini split unit straight cool only installed in server room. 2. Install new refrigeration lines from evaporating unit to condensing unit down the wall and covered with line chase. 3. Install auxiliary drain pan under evaporator unit with a drainpipe out the wall. 4. Remove one supply drop in the center of the room and cap off. 5. Install 2 new 24 x 24 supply grills Northwest and Southwest corners blowing to the center of the room. 6. Remove old mini split unit from the old server room and plug wall with concrete.
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Estimate

Description	Qty	Rate	Total
2 ton Mitsubishi mini split MUZ-GL24NA-U2 MSZGL24NAU1	1.00		2,808.57
DLCREW Labor charge replacement two-man crew.	2.00		1,480.00
PERMITNOT \$125-\$375 Permit fees or additional requirements by cities are not included.	1.00		0.00
ENG Signed and sealed engineering drawings for attachment Condensing unit or package units this is a requirement of the building department.	1.00		275.00
Line Set Refrigeration lines set with foam rubber insulation	1.00		175.00
10LCCE 10 Foot Sheet-Metal Line Chase Closed End..Includes Mounting Hardware, Caulking Spray Foam.	1.00		85.00
DuctWork SET UP FOR ATTIC INSULATION INCLUDES THE FOLLOWING: Will furnish labor and materials needed to install 2 new supply and remove 1 old.	1.00		450.00

Description	Qty	Rate	Total
NSMISC New sales miscellaneous items	1.00		150.00
AHRS36 Aluminum Hurricane Wall bracket Condensing Unit 36 inches.	1.00		175.00
AASEW Action Air Inc. standard warranty one-year labor on all new equipment installed.	1.00		0.00
Exempt		0.00%	0.00

CUSTOMER MESSAGE

I the signer have the authority to order the work that is outlined above, and will personally guarantee payment to the seller. I also agree that final payment is due upon completion. If all monies are not paid in full signer agrees to pay liquidated damages \$10 per day. If seller takes any action to collect monies owed, signer agrees to pay all costs of collection including attorneys fees. Warranty is as outlined above standard service hours 9 A.M. to 5 PM Monday through Friday.

Estimate Total:

\$5,598.57

PRE-WORK SIGNATURE

Air conditioning-Heat Pumps

We Sell

We Install

We Service

CAPITAL AIR CONDITIONING

2951 Simms Street Hollywood, FL 33020

(954) 792-4942 Fax: (954) 797-0029

Air conditioning-Heat pumps

Broward

Palm Beach

Dade

PURCHASER TOWN OF PEMBROKE PARK N E

PURCHASER'S ADDRESS 3150 SW 52 AVE PHONE

SELLER'S PROPOSAL

AIR CONDITIONING REPLACEMENT -- REMOVE AND DISPOSE OF THE EXISTING MITSUBISHI 1 1/2 TON UNIT

COMPLETE INSTALLATION OF ONE NEW MITSUBISHI 1 1/2 TON SYSTEM

RELOCATE THIS SYSTEM WITH A NEW SLAB . FREON LINES AND DRAIN LINE

RELOCATE ONE A/C DUCTWORK OUTLET AND SEAL OLD PIPE HOLES

FIVE YEAR COMPRESSOR AND ONE YEAR PARTS AND ONE YEAR LABOR WARRANTY

TOTAL PRICE \$3685.00 MAIN ELECTRIC BY OTHERS

We propose to furnish materials and/or
Labor specified above in consideration of the
Following Sums:

\$..... Labor and/or Materials
\$..... Less Trade-In Allowance
\$..... Sales Price
\$+ PERMIT... Add for Options

Supply Grilles Return Grilles
Payments to be made as follows:

\$.....0..... % Non refundable Deposit with order
(Received by)
\$..... % Pymt. Installation of Ref. & Drain Lines
\$..... % Pymt. Rough-In of Duct Work
\$..... % Pymt. Delivery of Outdoor Equipment
\$.3685... % Pymt. Balance when Installation is complete

*Installation complete means when the system is capable of operation as determined by Seller, regardless of the availability of electrical power.

General

The seller agrees to assign to the Purchaser all manufacturers warranties, WHICH SHALL BE IN LEIU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, WHICH ARE HERE EXCLUDED.
The Purchaser agrees that title to the equipment shall remain with the Seller until all monies have been paid; and in the event of default that the seller may repossess or replevin the equipment without notice to the Purchaser, and in the event of a replevin action, the Purchaser waives a preliminary hearing.
The Seller shall not be held responsible for delays in delivery and/or completion of the work for such delays as caused by acts of others, strikes, riots, war, emergencies, inclement weather, casualty, or other contingencies beyond the Sellers control.
All risk of loss or damage to the equipment, materials, and/or work shall be borne to the Purchaser; and Purchaser shall insure all equipment, work, and materials in an amount equal to the sales price against fire, theft, casualty and windstorm. Purchaser releases Seller from any liability, loss, damages, or expenses as a consequence of the system malfunctioning.
The Purchaser, if a tenant of a landlord, warrants to the seller that he has approval from the landlord for this installation, and that all of the Sellers mechanical equipment does not become part of the realty and may be freely repossessed without permission from the landlord should replevin action become necessary.
All delinquent payments shall bear interest of eighteen percent (18%) per annum.
The Purchaser shall pay all Attorneys' fees incurred by the seller by enforcing this contract, together with cost and any Attorneys' fees on appeal.
LIMITED WARRANTIES: Seller does not guarantee or offer a warranty on any parts or equipment. It is understood that all parts and equipment used are provided by the manufacturer and may be subject to a full limited warranty by the manufacturer, and Seller assumes no responsibility for defects of any kind on said parts and equipment. Seller does warrant all necessary labor for a period of 1 YR from the completion of installation. Said labor will be performed only during Seller's normal working hours, and, if Purchaser request emergency service outside normal working hours, there will be an additional charge. Warranty work specifically excluded from this limited warranty is replacing blown fuses, resetting circuit breakers, replacing burned out disconnects, improper setting of thermostat, changing filters, any calls for service not directly related to mechanical equipment faults and normal maintenance outlined in the owners manual.

Proposal Date 7 - 10 - 20

Effective Until

PURCHASERS-SELLERS ACCEPTANCE

I/WE have read the proposal, have received an exact copy, and accept the proposal this day of , 20
subject to the provisions and conditions above; personally guaranteed by:
This agreement subject to acceptance by an authorized officer of the seller.

By
Authorized Signature for Purchaser

Salesman PETE CALLAHAN
(Seller)

By
Personal Guarantee

Accepted By
Authorized Signature for Seller Officer of Corp.

AGENDA ITEM REPORT



To:

Subject: Blue Beam software for the Building Department

Meeting: AGENDA - WORKSHOP COMMISSION MEETING - September 23, 2020

Department: Building

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is required software for the new enterprise software that the Building department will need.

FINANCIAL IMPACT:

The total is \$6132.48 I would ask that the commission approve not to exceed \$7500.00.

This is not budgeted but funds available via the surplus Building Department.

RECOMMENDATION:

The Town purchase Bluebeam software from Taradigm.

ATTACHMENTS:

[BLUEBEAM 2020 quote](#)

[City of Pembroke Park](#)

[Quote #D2106](#)



(866) 847-7515
Fax: (916) 200-0426
info@taradigm.com
www.taradigm.com/

Proposal # 19530

Issued: 2020-07-13
Expiration: 2020-08-30

Prepared For	Prepared By
Mark Pakula (954) 701-4345 mpakula@townofpembrokepark.com	Brien Harvey bharvey@taradigm.com (916) 436-8043

SKU	Name	Price	QTY	Subtotal
859463006414 1-49	Revu 2019 Standard (1-49)	\$286.18	10	\$2,861.80
893645001514	Bluebeam Studio Prime Level 1 (up to 100 users)	\$1,918.80	1	\$1,918.80
859463006513 1-49	Standard Annual Maintenance - New (1-49) OPTIONAL	\$79.20	10	\$792.00
859463006810	Enterprise Licensing OPTIONAL	\$8.00	10	\$80.00
TD0001	Bluebeam Essentials Hands-on, Self-paced Monthly Subscription	\$39.99	12	\$479.88
				\$6,132.48

Subtotal **\$6,132.48**

Total \$6,132.48

Terms

General Page 2 of 6

TAVCO

Services, Inc.

Mark Pakula

SOLD TO City of Pembroke Park

3150 S.W. 52nd Ave

Pembroke Park, 33023

United States of America

954-701-4345

mpakula@townofpembrokepark.com

SHIP TO City of Pembroke Park

3150 S.W. 52nd Ave

Pembroke Park, 33023

United States of America

SALESPERSON
Brian Kennard

QUANTITY	PRODUCT ID	DESCRIPTION
10	Bluebeam Standard	Bluebeam Revu Stanardard - New License (USA)
10	Bluebeam Standard	Bluebeam Revu Stanardard - Annual Maintenance and & Support USA
10	Bluebeam Enterprise	Bluebeam Revu Enterprise Licensing - Annual Subscription Per Seat
12	Bluebeam University	Bluebeam Revu University 2018-2019 on Demand Training
		Tavco Bundle Discount

I Accept the terms of this quotation (sign below to place order)

Signed: _____ Name: _____
 Title: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!
 TAVCO Services, Inc. 866-254-8590

All Things Wide Format:

Plotters, Scanners, Service, Software, and Supplies

Wide-format printing and imaging specialists since 1984

7/21/2020

DATE Friday, September 18, 2020

Primary User #

CUSTOMER PO #

*To place order: Sign quote for authorization and
fax to 512-252-4828 or email: sales@tavco.net*

PAYMENT TERMS	QUOTE EXPIRES	SHIPPING TERMS
on receipt	30 days from date above	see below

	Unit Price	Price
	\$349.00	\$3,490.00
	\$99.00	\$990.00
	\$10.00	\$100.00
	\$99.00	\$1,188.00
	(\$100.00)	(\$100.00)
	SUBTOTAL	\$5,668.00
	SALES TAX	
	TOTAL	\$5,668.00

S!
www.tavco.net

Quote #D2106
Jul 17, 2020

**SHIPPING ADDRESS**

Mark Pakula

United States

CUSTOMER

Mark Pakula

United States

PAYMENT

Pay online

ITEMS	PRICE	QTY	ITEM TOTAL
 Bluebeam Revu Standard 2019 Bluebeam Revu Standard 2019 SKU: 1407	\$349.00	10	\$3,490.00
 Bluebeam Revu Standard 2019 - Annual Maintenance Bluebeam Revu Standard 2019 - Annual Maintenance & Support (Price Tier 1 - 49) SKU: 3347	\$99.00	10	\$990.00
 Bluebeam - Enterprise Licensing - Annual Subscription Bluebeam - Enterprise Licensing - Annual Subscription SKU: 15876	\$10.00	10	\$100.00
 Bluebeam University - Revu Basics Bluebeam University - Revu Basics SKU: 15373	\$99.00	12	\$1,188.00

NOTES	DR#D2106 :	Discount	-\$169.00
	https://novedge.com/admin/draft_orders/549014208570	Subtotal	\$5,599.00
		Shipping	\$0.00
		TOTAL (USD)	\$5,599.00

Thank you for shopping with us!

NOVEDGE

2288 Fulton St. , Berkeley, CA, 94704, United States

7/17/2020

Order Printer Pro

info@novedge.com
novedge.com

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is entered into by and between Town of Pembroke Park, Florida, a Florida municipal corporation (hereinafter referred to as "Town"), and Melissa P. Anderson (hereinafter referred to by name or as "Town Attorney").

WITNESSETH:

WHEREAS, the Town desires to employ Melissa P. Anderson as Town Attorney of the Town of Pembroke Park, Florida; and

WHEREAS, the Town, through its Town Commission, desires to provide for certain benefits and compensation for Town Attorney and to establish conditions of employment applicable to Town Attorney; and

WHEREAS, Melissa P. Anderson desires to accept employment as Town Attorney of the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

A. The Town hereby hires and appoints Melissa P. Anderson as its Town Attorney under the terms established herein.

B. The Town's employment of Melissa P. Anderson shall be effective as of October 1, 2020, and will continue for a period of three (3) years. Provided that neither party gives the other two (2) months' termination notice, there shall be an unlimited number of one (1) year automatic renewals of this Agreement. In the event the Town Commission decides not to renew this Agreement, there shall be no severance pay made except for accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to \$500.00). In the event that less than two (2) months' notice of termination is provided by either party, terminations shall occur in accordance with Sections 11 and 12 of this Agreement.

Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Attorney an annual base salary of _____ dollars (\$_____), payable in equal installments at the same pay schedule as other Town employees are paid.

B. After the first full year of this Agreement, should the general Town staff receive a cost of living increase, the Town Attorney will receive the same cost of living increase at the same time as the other staff.

C. Town Attorney shall prepare and submit periodic reports to the Town Commission and Town Manager relating to legal matters currently pending for the Town and proposed changes to the Code which the Town Attorney deems to be in the Town's best interest.

D. The Town may also increase the Town Attorney's base salary and/or other benefits of the Town Attorney in such amounts and to such an extent as the Town Commission may determine desirable on the basis of an annual performance evaluation of the Town Attorney. The form of the evaluation shall be suggested by the Town Attorney and approved by the Town Commission. The annual evaluation shall be made between June 1st and August 1st of each year in which this Agreement is effective.

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

Section 3. Duties and Obligations

A. The Town Attorney agrees to perform the following duties and functions, to wit:

- (1) To act as legal counsel and advisor to the Town Commission and Town Manager, as well as to Town departments, boards, and committees, and to provide legal opinions where warranted in the performance of such function.
- (2) To prepare or review ordinances, resolutions, contracts, and other legal instruments, and to approve same as to form and legal sufficiency.
- (3) To file, prosecute or defend, for and on behalf of the Town, all complaints, suits, code violations, enforcement actions, offenses and controversies to which the Town is a party, or to which it is in the Town's interests to become a party, before any court or other tribunal; to file suit where expressly authorized by the Pembroke Park Code of Ordinances (hereinafter "Code"). The approval of the Town Commission shall be sought before filing suit, except where immediate action is warranted, in which case the Town Attorney, with the approval of the Town Manager, may act in the best interest of the Town, and will promptly notify the Town Commission of such legal action.
- (4) To file amicus curiae briefs or intervene in actions already pending on behalf of the Town where the Town Attorney determines that the Town has an interest in such proceedings and where such action is warranted to protect the Town's interests.
- (5) To represent or provide for the representation of Town officers and employees where required by law or where otherwise appropriate, and where such

officers and employees are sued based on actions taken in their official capacities.

- (6) To settle disputes and sign settlement agreements on behalf of the Town consistent with settlement authority as designated by applicable law or by resolution of the Town Commission unless such authority is provided to the Town Manager or another Town officer under the Town Charter or the Code.
- (7) To attend and speak at meetings of the Town Commission or any Town board.
- (8) To interpret the Town Charter, the Code, and zoning code on behalf of the Town.
- (9) To renumber or make corrections to ordinances, resolutions, the Code and the zoning code where appropriate to address scrivener's and typographical errors, to delete provisions that have been superseded or preempted by applicable law, and to improve the format by moving provisions within and between the ordinances, resolutions and the Code.
- (10) To issue cease and desist letters in accordance with the provision of the Code relating to cease and desist letters.
- (11) To act as parliamentarian and to make rulings on matter of parliamentary law.
- (12) To prosecute municipal ordinance violations, to coordinate with prosecutorial Entities or to name a Town Prosecutor to carry out those functions.
- (13) To exercise all other authority granted to the Town Attorney in the Town Charter, the Code, and zoning code.
- (14) To perform such other legally permissible and proper duties and functions as the Town Commission shall from time to time assign.

B. The Town Attorney agrees to perform the foregoing duties and responsibilities of her office faithfully, industriously, and to the best of her ability and in a professional and competent manner.

C. The parties acknowledge that the Town Attorney is currently serving as counsel to various clients. The parties agree that the Town Attorney may continue to represent her clients other than the Town provided that all work related to her representation of those clients is not conducted in Town Hall nor during Town regular business hours. The Town Attorney shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder, and shall be present at Town Hall during regular business hours.

D. The Town Attorney may serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to her professional activities, provided that such activities do not interfere with the performance of her duties as Town Attorney.

E. In the event the Town Attorney is temporarily unable to perform her duties, she shall nominate an Acting Town Attorney for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Town agrees to provide the Town Attorney the following related to her employment:

A. The Town agrees to provide the Town Attorney with a monthly automobile allowance of five hundred dollars (\$500.00) for the discharge of her responsibilities to the Town. For the conduct of any Town business outside Broward County, the Town Attorney shall be reimbursed for related automobile expenses at the established Florida Statute mileage rate.

B. Town shall provide the Town Attorney with a cellular telephone and laptop computer capable of remote connection to Town internet for her use in conducting Town business.

Section 5. Dues and Subscriptions

The Town agrees to pay the Town Attorney's professional dues for membership in the Florida Bar, the Broward County Bar Association and other local government legal professional associations. The Town shall pay other dues and subscriptions on behalf of the Town Attorney as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

The Town agrees to pay reasonable and customary travel and subsistence expenses pursuant to the Town's travel policy for the Town Attorney's travel to and attendance at the Florida Municipal Attorneys Association's annual conference or other local government legal professional association's annual conference. The Town may choose to pay for the Town Attorney's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Town Commission action. Travel outside of the State of Florida at Town's expense requires prior approval by the Town Commission.

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

A. The Town Attorney shall be entitled to one hundred sixty (160) hours of annual Vacation Leave during each year of the term of this Agreement. The Town Attorney's annual Vacation Leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of Vacation Leave that

may carry forward. Upon separation of employment, Town Attorney shall be paid for up to Four Hundred (400) hours of unused Vacation Leave at her then current annual salary.

B. In addition to Vacation Leave, the Town Attorney shall be entitled to ten (10) personal leave days in each calendar year, none of which may be carried forward from year to year.

C. Town Attorney shall be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective April 9, 1997, or as such policy may be updated and adopted upon future action of the Town Commission.

Section 8. Holidays

The Town Attorney is entitled to the same paid holidays as the general Town staff.

Section 9. Health, Dental, Vision, Life and Disability Insurance

A. The Town agrees to pay 100% of the Town Attorney's health, dental and vision insurance and the Town Attorney's long term disability insurance on the same terms as general employees.

B. Life insurance for the Town Attorney shall be provided in an amount equal to \$100,000.00, or the highest amount as may be available through the Town's insurance carrier, if less than \$100,000.00.

C. Supplemental life insurance in larger amounts can be requested in accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the Town Attorney's expense.

Section 10. Retirement

The Town agrees to contribute _____ stipulated by the Florida Retirement System Senior Management Class of the Town Attorney's base salary to the Florida Retirement System, upon approval by the Town's Finance and Budget Department, which approval may not to be unreasonably withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Section 11. Termination by the Town and Severance Pay

A. The Town Attorney shall serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Town Attorney's employment with the Town at any time, with or without "just cause".

B. Termination "without just cause". Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Town Attorney "without just cause", then within ten (10) business days following such vote, the Town

Commission shall cause the Town Attorney to be paid any accrued and unpaid salary and benefits earned (including 400 hours maximum hours of Vacation Leave, up to Five Hundred (\$500.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the Town Attorney's employment, the Town Commission agree to pay the Town Attorney a lump sum severance pay equal to the lesser of either _____ (____) weeks of her base salary or the balance of time remaining under the term of this Agreement, as full and complete payment and satisfaction of any claims of the Town Attorney of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Town Attorney shall, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release.

C. Termination "with just cause". In the event the Town Attorney is terminated "with just cause", the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, termination with "just cause" is defined and limited to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Attorney's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
5. The commission of any fraudulent act against the interest of the Town.
6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
7. Violation of the rules regulating the Florida Bar or being found to have committed an ethics violation by the Florida Commission on Ethics.
8. Termination of Town Attorney's right to practice law in the state of Florida.
9. Any other act of a similar nature of the same or greater seriousness.

D. In the event Town terminates the employment of Town Attorney “with just cause”, as provided in Paragraph C above, then the Town Attorney will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning said allegations. After such hearing, if a majority of the members of the Town Commission then currently holding office find there is cause to terminate the Town Attorney, then the Town Attorney shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days of the notice of termination.

E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Town Attorney, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Town Attorney, the Town Attorney shall notify the Town Commission in writing of the alleged violation. The Town Commission shall have forty-five (45) days from the date of such notice within which to cure the violation, otherwise, the Town Attorney may at her option, consider such violation as termination "without just cause" as of the date of such alleged reduction or refusal, and the severance pay provisions and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the Town Attorney

The Town Attorney may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than ninety (90) days prior to the effective date of the notice of termination. If the Town Attorney terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Town Attorney voluntarily resigns pursuant to this Section, the Town shall pay to the Town Attorney all accrued compensation due the Town Attorney up to the Town Attorney's final day of employment, including any accrued Vacation Leave up to the Four Hundred (400) hour limit. The Town shall have no further financial obligation to the Town Attorney pursuant to this Agreement. This subsection shall not prevent the Town Attorney from collecting any money earned as a result of participation in a deferred retirement or pension program approved as per Section 10 of this Agreement.

Section 13. Disability

If the Town Attorney becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Indemnification

A. Town shall defend, save harmless, and indemnify the Town Attorney against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Town Attorney reasonably believes to be in the scope of her duties or function, unless she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for the acts or omissions of the Town Attorney committed while acting outside the course and scope of her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Town Attorney shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as Town Attorney, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 15. Rules of Professional Responsibility

Inasmuch as the Town Attorney is an active full member of the Florida Bar, the “Rules of Professional Responsibility” promulgated by the Florida Bar is incorporated herein, and by this reference made a part hereof. Said “Rules of Professional Responsibility” shall furnish principles to govern the Town Attorney's conduct and actions as Town Attorney for the Town. Additionally, the Town Attorney shall abide by the standards established by the Florida Commission on Ethics.

Section 16. Attorney's Fees

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

Section 17. Professional Malpractice Insurance

The Town agrees to pay the annual premiums for Town Attorney's professional malpractice insurance.

Section 18. Transparency

A. Open Door Policy: The Town Attorney shall maintain an open door policy encouraging communication between the members of the Town Commission, Town Manager and Town department heads.

B. Governmental Relations: The Town Attorney shall strive to maintain positive constructive relationships with elected officials, employees and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.

C. Communications: The Town Attorney agrees to keep the Town Commission and Town Manager informed as to the status of legal issues related to the Town.

D. Right to Speak: The Town Attorney shall have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those legal matters under her responsibility and/or her employment with the Town.

Section 19. General Terms and Conditions

A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Town Attorney.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Broward County, Florida.

F. Upon Town Attorney's death, the Town's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical, vision and dental bills in accordance with this Agreement;
4. Payment of all life insurance benefits in accordance with this Agreement.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall

construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

Executed by the TOWN this _____ day of September, 2020.

ATTEST:

TOWN OF PEMBROKE PARK

Geoffrey Jacobs, Clerk-Commissioner

By: _____
Ashira Mohammed, Mayor

Executed by the TOWN ATTORNEY this _____ day of September, 2020.

Witnesses:

Signature

Melissa P. Anderson

Print Name

Signature

Print Name

L:\Lisette\Chris\Town of Pembroke Park\Agreements\Town Attorney Agreement.docx

RESOLUTION NO. 2020-112

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE EMPLOYMENT AGREEMENT FOR TOWN ATTORNEY WITH MELISSA P. ANDERSON; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE SAID EMPLOYMENT AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission publicly advertised for the position of Town Attorney, reviewed the applications of the qualified candidates, and selected Melissa P. Anderson to serve as Town Attorney; and

WHEREAS, Melissa P. Anderson has accepted the Town's offer to serve as Town Attorney; and

WHEREAS, the parties have agreed upon the terms of employment for Melissa P. Anderson to serve as Town Attorney and the parties desire to enter into a written agreement regarding same.

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

Section 1: That the Town is authorized to make and enter into the Employment Agreement for Town Attorney services with Melissa P. Anderson, a copy of said Employment Agreement being on file with the Town Clerk, and by reference made a part hereof.

Section 2: That the appropriate Town officials are authorized and directed to execute and deliver said Employment Agreement for and on behalf of the Town.

Town of Pembroke Park
Resolution No. 2020-112

Section 3: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: 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 23rd day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

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Employee Handbook

September 2020

Prepared By: LagomHR Inc.



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INTRODUCTION

Purpose

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the Town of Pembroke Park. Nothing in this manual shall be construed as contract terms for any Town employees.

These policies are not intended to be all-inclusive or to cover every situation that may arise. These policies may be amended at any time at the sole discretion of the Town and supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the Town Commission.

A separate procedural manual establishes in more detail the practices, processes and forms required to implement these policies.

Scope

These policies and procedures apply to all the Town's employees unless specifically addressed in a formal employment contract or insurance plan document. Where such documents specifically differ from these policies, then the applicable provision(s) of the subject agreement shall supersede these policies.

These policies are designed to work in combination with individual departmental policies and procedures; however, these policies shall prevail should they come into conflict with departmental policies or procedures.

No person, other than the Mayor and Town Commission or the Town Manager as authorized by the Town Commission, has the authority to enter into any agreement for employment with an employee for any specified period of time, or to make any agreement contrary to the provisions of this manual.

These policies govern regardless of past practices or former policies. This manual supersedes any previous verbal or written policies, statements, understandings or agreements concerning terms and conditions of employment, except in cases of formal employment contracts or other legally binding agreements.

Severability

If one or more provisions of this manual are superseded by or become in conflict with a formal employment contract, insurance plan documents, state or federal laws, or if they are determined by a court of competent jurisdiction to be inappropriate and voided, then the balance of the manual shall remain in effect.

Distribution and Revisions

A copy of this manual shall be provided to each employee, who shall be required to sign a standard form certifying his/her receipt and review of the manual.

Revisions or updates to the manual shall be provided to all employees in either paper form, by email, or by other electronic communication such as posting on the intranet. Employees are expected to review all changes and updates and remain abreast of all current personnel policies. Periodically employees may be required to provide an updated sign-off that they have received and reviewed the manual and changes in



policy.

Disclaimer

All employees of the Town are employed at will and may quit or be terminated at any time and for any or no reason. Nothing in any of the Town's rules, policies, handbooks, procedures or other documents relating to employment creates any express or implied contract or employment.

This handbook replaces any previously issued policies, practices and understandings, written or oral, governing employment. Nothing contrary to or inconsistent with the limitations in this paragraph creates any contract of employment unless:

- 1) The terms are in writing.
- 2) The document is labeled "contract".
- 3) The document states the terms of employment; and
- 4) The document is signed by the Mayor and approved by a vote of the Town Commission.



GENERAL EMPLOYMENT POLICIES

Equal Employment Opportunity (EEO)

The Town of Pembroke Park is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training.

The Town shall not discriminate against any employee or job applicant and prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, sexual gender identity, age, religion, national origin, marital or veteran status, height, weight, disability, political affiliation, or other protected classes.

The Town hires those individuals authorized to work in the United States.

The Town adheres to the following federal laws which prohibit workplace discrimination and are enforced by the U.S. Equal Employment Opportunity Commission (EEOC).

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

This law makes it illegal to discriminate against someone based on race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants and employees, unless doing so would impose an undue hardship on the operation of the employer's business.

THE PREGNANCY DISCRIMINATION ACT

This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE EQUAL PAY ACT OF 1963 (EPA)

This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 (ADEA)

This law protects people who are 40 or older from discrimination because of age. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.



TITLE I OF THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

SECTIONS 102 AND 103 OF THE CIVIL RIGHTS ACT OF 1991

Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

THE GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 (GINA)

This law makes it illegal to discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder or condition of an individual's family members (i.e. an individual's family medical history). The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

REQUESTING A REASONABLE ACCOMMODATION

Employees should notify their manager or the Human Resources department when a reasonable accommodation is needed. Where necessary and feasible, reasonable accommodations will be made for qualified employees to perform the essential functions of the job in question if the accommodation does not cause the Town undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which cannot be eliminated by reasonable accommodation, will not be considered for employment. The Town will attempt to keep all employees so long as they do not cause undue hardship to the Town or its employees. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until a solution has been identified by management.



Harassment and Discrimination

Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA).

1. Harassment is unwelcome conduct that is based on race, color, religion, sex-gender (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where:
 - A) Enduring the offensive conduct becomes a condition of continued employment, or
 - B) The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.
2. Sexual Harassment is unwelcome conduct of a sexual nature that is persistent or offensive and interferes with an employee's job performance or creates an intimidating, hostile or offensive work environment.

Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

Petty slights, annoyances, and isolated incidents (unless extremely serious) shall not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, isolation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
2. The victim does not have to be the person harassed but can be anyone affected by the offensive conduct.
3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.

Prevention is the best tool to eliminate harassment in the workplace. Managers are encouraged to take appropriate steps to prevent and correct unlawful harassment. They should clearly communicate to employees that unwelcome harassing conduct shall not be tolerated. They can do this by adhering to the complaint or grievance process and taking immediate and appropriate action when an employee complains. Managers should strive to create an environment in which employees feel free to raise concerns and are confident that those concerns shall be addressed.

Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment to management at an early stage to prevent its escalation.



SEXUAL HARASSMENT

The Town prohibits sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. The Town prohibits sexual harassment from occurring in and out of the workplace when representing the Town. Sexual harassment of non-employees by Town employees is also prohibited. The purpose of this policy is not to regulate personal morality or to encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Regarding unwelcome sexual advances toward non-employees, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly in exchange for a benefit.
2. Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's activities or creating an intimidating, hostile or offensive environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; notes or invitations; and/or, physical conduct (touching, assault, impeding or blocking movements).

If an employee is witness to or believes that the employee has experienced sexual harassment, they must immediately notify their supervisor or the Human Resources department.

Harassment of Town employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to their supervisor or the Human Resources department. Appropriate action shall be taken against any non-employee.

Notification by employee to appropriate personnel of any harassment problem is essential to the success of this policy and the Town generally. The Town cannot resolve a harassment problem



unless it is reported. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of management so that steps are necessary to correct them.

Violation of this sexual harassment policy shall subject employees to disciplinary action, up to and including immediate discharge.

Drugs and Alcohol Policy

The Town recognizes that the possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the Town. It is the obligation of the job applicant to notify the approved testing facility of any legal drug prescribed for the job applicant by a physician. Any employee who is observed by a supervisor or department head to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head shall immediately report any reasonable suspicions to the Human Resources department.

An employee shall be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on Town premises or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within five (5) days of conviction for a drug or alcohol related violation, regardless if the violation occurred in the workplace.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify their supervisor and Human Resources, who are required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. A program to assist employees who may have a drug/alcohol problem is provided through the Town's Employee Assistance Program.

No prescription drug or Medical Marijuana should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over the counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs or utilizing Medical Marijuana that are not prescribed in their name on Town property or while performing Town business. Soliciting or distributing prescription drugs or Medical Marijuana for or to other employees is also strictly prohibited.

Fair Labor Standards Act (FLSA)



The Fair Labor Standards Act, Title 29 U.S.C. (Sections 201-219) is the federal law requiring that covered employees be paid at least the federal minimum wage and overtime pay (at time and one-half of the employee's regular rate of pay) for all hours worked over 40 hours in a workweek.

The Town Personnel Manual refers to employees covered by FLSA as "non-exempt" and to those not covered by the FLSA minimum wage and overtime provisions as "exempt".

Veterans' Preference

Title 5 USC, Section 2108 and Chapter 295, F.S., set forth the requirements for public employers to provide preferences in employment, retention, and promotion to eligible veterans, spouses of veterans, and other veterans' preference eligible individuals.

Medical Examinations

The Town may require an employee to submit to a medical or psychological exam to determine fitness for duty provided the examinations are job related and consistent with business necessity. Tests for alcohol or illegal drug use are not considered medical examinations, nor are physical agility tests. Fitness for duty exams shall be conducted by a licensed professional designated by the Town and shall be paid for by the Town.

The Town shall comply with all applicable laws including ADA, FMLA, HIPAA, Worker's Compensation and related laws and guidelines in addressing circumstances where an employee is found to be unfit to perform some or all their essential job functions. This policy in no way shall be construed to limit employees' rights under any federal or State Law.

Employees determined to be un-fit for duty and requiring associated leave, may access accrued leave banks and other paid or unpaid leave time consistent with the policies contained within this manual and state and federal laws.

Light duty or modified return-to-work arrangements are not guaranteed and would not indicate continued employment if provided.

Workplace Violence

The Town of Pembroke Park is committed to reducing the potential for workplace violence. In this regard, it is the policy of the Town to prohibit acts or threats of verbal or physical violence by any party, directed toward employees, citizens, elected officials, and visitors to the Town's facilities or others.

The Town is committed to providing a safe and healthy work environment, consistent with health and safety rules and shall take prompt remedial action, up to and including discharge or criminal prosecution, against any employee who engages in threatening behavior or acts of violence.

The Town shall take appropriate action against any non-employee who engages in threatening behavior including former employees and visitors to Town facilities, up to and including criminal prosecution.

Employees who display a tendency to engage in violent, abusive or threatening behavior shall be referred to the Town's health plan for counseling or other appropriate treatment. Such employees shall also be subject to disciplinary action, up to and including immediate discharge.

Additionally, it is the responsibility of Town employees to assist in identifying problem employees. The



Town Manager should be immediately notified of situations or incidents involving threats, acts of violence, aggressive behavior, threatening or offensive comments and similar acts. Employee reports made pursuant to this policy shall be held in confidence to the maximum possible extent. The Town shall not tolerate retaliation against any employee reporting a violation of this policy.

Safety and Right to Know

The Town complies with federal and state Right-To-Know laws and shall make every effort to provide information to employees about any hazardous chemical to which they may be exposed. Right-To-Know information is posted near the areas in which employees may be exposed to chemicals or other potentially hazardous materials. Employees are required to read and be familiar with all posted materials.



TERMS OF EMPLOYMENT

Personnel Files

The Town maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. It is important that personnel records be kept up to date by employees and will be updated at performance reviews.

Employees should notify Human Resources when any of the following personal information changes:

Name	Education status
Address	Military status
Telephone number	Driver's license status
Marital status	Licensing, certification, and training, or
Emergency notification contacts	Other information which may impact the job requirements
Beneficiary Information	Direct Deposit/Bank Account Information

Personnel files are the property of the Town, and access to some of the information those files contain may be restricted in accordance with state and or federal law. Personnel records are subject to the Florida Public Records Law and contents must be provided as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes, except for information that is exempt and confidential pursuant to law.

Anyone who wishes to review a personnel file should contact the Human Resources Department. With reasonable advance notice, personnel files may be reviewed in the Town's offices and in the presence of an individual appointed by the Town to maintain the files. An employee may view personal (associated with that employee) personnel records at any time in their entirety.

No originals of any personnel records shall be kept at the Department level. All originals shall be maintained by the Human Resources Department.

Hiring of New Employees

The Town Manager and the Divisional Directors have final approval of hiring new employees. If a disagreement arises between the Town Manager and a Divisional Director, then the matter shall be brought to the Town Commission for a final decision.

However, the Town Commission shall have the sole authority to hire the Town Manager, Divisional Directors, and Department Heads. The Town Commission also has the sole authority to hire independent contractors.

Hiring of Former Employees

It shall be the policy of the Town of Pembroke Park that any individual who has been formerly employed by the Town may be considered for re-employment provided the individual left the Town in good standing. If the individual did not leave the Town in good standing, he/she must reasonably demonstrate improved work ability and attitude before re-employment is considered.



If the candidate for re-employment is hired, he/she may not continue to receive disbursements from the Town's retirement plan. The Town shall follow all applicable laws and regulations related to retirement benefits when rehiring a former employee.

Individuals interested in applying for re-employment with the Town should follow the appropriate application process for an open position. The application shall indicate that the individual is applying for re-employment. The Department Head shall examine the application to determine if any additional information is needed and make a recommendation of whether to rehire the applicant.

Nepotism/Employment of Relatives

No elected official or Town employee with supervisory authority, shall employ, promote, advance or advocate the employment, promotion, or advancement of an individual who is a relative, to a position in the agency over which he or she exercises jurisdiction or control.

Relatives include: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. [Section 112.3135, F.S.].

Personal Relationship amongst Employees

A "personal relationship" is defined as a relationship between employees who have or have had a continuing relationship of a romantic or intimate nature.

An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for or supervise the employee with whom he or she is involved.

The Town reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment, or terminated from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Human Resources department.

When a conflict or a potential for conflict affecting terms or conditions of employment arises because of the relationship, the individuals concerned will be given the opportunity to decide who is to be transferred to another position, or terminated, if no position is available. If no decision is made within 30 calendar days of the offer to resolve the situation, the Town will determine who is to be transferred or, if necessary, terminated from employment.



Employment Status

PROBATIONARY EMPLOYEE

New employees who receive a position within the Town shall have a one (1) year probationary period. If an employee is promoted to a new position, the employee shall have a probationary period of one (1) year. This gives an employee the opportunity to demonstrate their skill and ability in performing the requirements of the new position. The Town may extend the job probationary period, not to exceed six (6) months, to allow an employee more time to learn the new job requirements and fully master their position or learn the processes of the Town.

All new hires will receive a performance evaluation report after three (3) months of employment. All employees will receive a performance evaluation report from their supervisor every six (6) months in June and December. A performance evaluation report may be issued for employees placed on a performance improvement plan.

A department head may terminate a probationary employee anytime during the probationary period if, in the department head's opinion, the employee is unable or unwilling to perform the duties of the position satisfactorily or that work habits and dependability do not merit continuance in the position. The employee so terminated shall be notified in writing of the termination.

Probationary employees do not have any proprietary rights to their position and may be terminated from the Town at any time during their probationary period without the right of appeal.

The Town may, however, return a promoted employee to their previous position if the requirements of the new job are not being met, provided the prior position is vacant.

Employees who are hired and serve at the pleasure of the Town Commission do not serve a probationary period of employment but will be subject to evaluation every six (6) months. These employees may be terminated at any time with or without cause, in the Town Commission's sole discretion.

FULL-TIME EMPLOYEES

Full-time employees are regularly scheduled to work thirty (30) hours per week and are eligible for the Town's employee benefits program, as outlined in later sections.

PART-TIME EMPLOYEES

Part-time employees are regularly scheduled to work less than thirty (30) hours per week on a year-round basis. Part-time employees are not eligible for the Town's insurance benefits but may be covered by certain statutory protections such as Family Medical Leave and worker's compensation.

SEASONAL OR TEMPORARY EMPLOYEES

Temporary employees may be scheduled to work on a full- or part-time basis, as dictated by operational needs, for specific, limited time periods. Seasonal or temporary employees are not eligible for employee benefits.



EXEMPT OR NON-EXEMPT

Based on job content, job duties, salary status and other criteria set by the Fair Labor Standards Act, each position within the Town is classified as either “exempt” or “non-exempt”.

Changes in Employment Status

TRANSFERS

A transfer is an assignment to a position with comparable duties, responsibilities, authority, and compensation.

PROMOTIONS:

A promotion is a change in work assignment that results in an expanded scope of job duties and responsibilities. An employee can be promoted to fill an existing, vacant classification; or an employee’s position can be reclassified if duties and responsibilities have been expanded over time. Promotions may result in an increase in pay.

DEMOTIONS:

A demotion is a change in work assignment that results in a reduced scope of job duties and responsibilities. An employee can be demoted to fill an existing, vacant classification; or an employee’s position can be reclassified if duties and responsibilities have been reduced over time. Demotions may result in a decrease in pay.

TEMPORARY RE-ASSIGNMENTS:

In order to be considered a temporary re-assignment, the re-assignment must last at least two full pay periods. The Town Manager may choose to temporarily fill a vacancy during the selection process. Temporary assignments are not generally made unless it is anticipated that it shall take more than 30 days to fill the position.

Work Hours

To ensure employee availability and accountability to the public the Town serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during the **normal** workdays Monday through Friday and the hours of 8:00 am to 5p.m, except on recognized holidays or away from the work site for an approved work-related activity or on approved leave. However, the work period is 7 days – Monday through Sunday, for the purposes of calculating overtime.

Employee work schedules shall be established by supervisors with the approval of the Town Manager.

TIME CLOCKS

All employees (Exempt and Non-Exempt) are required to follow established guidelines to accurately record hours of work by using the designated time-clock system for recording actual hours worked. A missed clock in/out is a violation of this policy and includes:

1. Failure to clock in/out on the Town’s designated time clock at the beginning and/or end of their assigned shift consistent with established procedures.



2. Failure to clock in/out on their designated time clock for the meal break.
3. Failure to accurately and timely report time worked; or
4. Clocking in/out early, late or not at all when working an assigned shift.
5. Employees are not permitted to clock in more than seven (7) minutes prior to the start of their shift.
6. Salaried and hourly or exempt and non-exempt will clock in and out 4 times daily (beginning of shift, beginning of lunch break, end of lunch break and end of shift)

UNEXCUSED ABSENCES

Employees are expected to report for work and be at their workstations at the scheduled time. If an employee expects to be absent from or late to work, he/she must inform his/her supervisor as soon as possible and under no circumstances later than the first hour of the scheduled workday. Unexcused and excessive absences and failure to notify the appropriate supervisor in case of absence may result in disciplinary action up to and including termination. Failure to report for work or failure to call-in to report expected absence after three (3) consecutive days) is considered will be considered as job abandonment.

TARDINESS

A “tardiness” occurs when an employee does not report to work at the scheduled start time or does not report back from lunch or work breaks on time. An employee is expected to be at work and ready to begin work at the start of the scheduled workday. An employee who is or expects to be tardy and has not made prior arrangements with his/her supervisor must report the tardiness to his/her supervisor within the first hour of the scheduled start time. Excessive unexcused tardiness may result in progressive discipline.

ON CALL, STAND BY STATUS & CALL IN/CALL BACK

The Town has extensive responsibilities during an emergency. As such, any employee may be called in to work at unscheduled times and may be required to perform duties outside his/her normal job function. As with mandatory overtime, employees are expected to be available and as flexible as possible to meet operational demands.

Hourly employees who are called back to work after having completed a normal workday or are called into work on their day off shall be paid for three (3) hours or the actual time worked, whichever is greater. These additional hours shall be paid at time and a half of the employee’s straight hourly rate.

The Town reserves the right to require employees to be in a “stand-by” status, meaning that the employee needs to be available to report to work during an off-duty. Stand-by status may be instructed verbally or in writing by the department supervisor, or the employee may be named on the official call-back roster. Off-duty time may include nights, weekends, or holidays.

Call Back time shall be paid, or compensatory time accrued as straight time, and not added to the employee's total hours for the week to constitute overtime.

Compensatory time shall be paid at the employee's current rate of pay on the day earned. Exempt



employees are not entitled to overtime therefore, excluding them from this policy.

MEAL BREAKS AND REST PERIODS

Department heads or supervisors are responsible for scheduling lunch or rest periods that do not interfere with work requirements.

Employees are expected to use the rest and lunch breaks provided as intended and shall not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

Rest period - a fifteen (15) minute rest period may be allowed during each half of a full-time employee's shift. Such rest periods are to begin and end at the employee's assigned work area. Department heads are responsible for scheduling rest periods that do not interfere with work requirements.

Lunch Period - An unpaid sixty (60) minute lunch period is provided when an employee works eight (8) or more consecutive hours. The lunch period shall begin and end at the employee's assigned work area and the employee shall "clock out" for the duration of the lunch period.

Non-exempt employees shall not be allowed to work during their lunch break.

BREAKS FOR NURSING MOTHERS

The Town supports breastfeeding mothers by providing reasonable break time for an employee to breast feed her nursing child for up to one (1) year after the child's birth.

For both non-exempt and exempt employees, this break time is paid, and employees are not required to punch out. Both exempt and non-exempt employees must schedule any break time to express breast milk with their supervisor.

Upon notice, the employee's Department Head, or the Human Resources Department will provide the employee with a private area for the purpose of expressing breast milk.

WORK CANCELLATION/ADVERSE WEATHER CONDITIONS

If the Town is forced to temporarily close its operations for one day or less, the Town Manager will determine compensation for non-essential staff on a case by case basis. The Town manager, will also, determine appropriate compensation or time-off for exempt essential workers on a case by case basis. All non-exempt essential staff are subject to the FLSA overtime standards. Employees are expected to remain available to return to work throughout the regular workday. Closures of more than one day shall be addressed on a case-by-case basis, with the Town Manager providing timely directive.

During adverse weather conditions, the Town Commission or Town Manager will determine when Town facilities are closed. The Town Manager will determine when essential staff are required to remain on site before, during and/or after a storm. Employees shall be allowed to use accrued vacation time or compensatory time, or with supervisor approval, may modify the work schedule or make other reasonable schedule adjustments.

Decisions to cancel departmental programs (special events, recreation programs, etc.) shall be



made by the Town Manager.

TOWN-SPONSORED EVENTS

From time to time, employees may be asked to attend events that are sponsored by the Town. Employees are expected to honor these requests unless there is a conflict due to religious reasons or documented medical issues.

Emergency Management

The Town Manager is responsible for implementation of this policy during an emergency. The Town of Pembroke Park will make a reasonable effort to release employees from work prior to, during, and after emergency conditions to take care of personal situations such as family and property needs.

During a disaster or declared emergency, Town operations may be suspended, altered, or changed requiring an employee to be reassigned according to their emergency classification and the needs of the Town based upon the size, scope, and magnitude of the emergency. All employees are considered essential to this operation and must be prepared to support the community as assigned. In all cases, the goal of this directive is to ensure continuation and restoration of Town services, maintain safety and fulfill the Town's responsibilities to its citizens. Employees will be compensated in accordance with these guidelines, established pay policies, collective bargaining agreements, and regulations.

RESPONSIBILITY

When the Town Commission declares a state of emergency and/or the normal operations of the Town of Pembroke Park or a facility, whether in part or whole, wherein Town operation(s) is closed for regular business due to emergency circumstances including but not limited to natural hazards such as fire(s), hurricane(s), tornadoes, flood(s), and/or man-made disasters such as bombs, hazardous material incidents, mass casualty incidents, the following guidelines will apply to all Town of Pembroke Park Departments and Employees.

PROCEDURES

1. Upon declaration of a local emergency, the Town Manager will notify Department Heads of the emergency declaration and Department Heads will see that their respective employees are notified as to the extent and scope of the declared emergency.
2. Despite suspension of government operations, employees may be required to be available to work either before, during, or immediately after an emergency occurs. Employees may be required to work flexible hours as required by the Town. Employees shall not assume they are not required to work based solely on any media or news reports regarding Town closings.
3. During an emergency or disaster event, employees may be assigned to perform their normal duties or they may be temporarily assigned to work at different job sites specific to



an emergency event (i.e., working inside the Emergency Operations Center (EOC), Department Operating Centers (DOCs), a staging area or point of distribution, etc.). Efforts shall be made to assign employees to duties according to their respective knowledge, skills, abilities, and physical capabilities.

4. All Department Heads are responsible for training their employees and implementing their respective Departmental Disaster Preparedness Plans. Department Heads shall establish an emergency schedule and identify those positions required to work during the pre-emergency, emergency, and post-emergency phases. Additionally, each Department Head shall designate an alternate manager as a contact person should an emergency or disaster occur.
5. Employees will be notified of duty assignments either prior to an event, if practical, or when contact is made with the Department Head or designee. Those who do not have an assignment shall be placed on a standby list and are to report to a designated location identified by the Department Head or designee.

TOWN OF PEMBROKE PARK ALERTS EMERGENCY REGISTRATION SYSTEM

Addressing the needs of Town of Pembroke Park citizens must continue during an impending or declared local state of emergency and subsequent recovery period. To accomplish this, Town employees shall complete electronic alert(s) system registration within 30 days of employment. Every employee shall update electronic alert(s) system anytime pertinent information changes.

EMPLOYEE RESPONSIBILITIES

- **Have a Plan:** Employees should have an emergency preparedness plan to ensure their family is safe during an emergency. Employees should have at least 72 hours of supplies for each family member.
- **Service Priority:** Town operations to provide emergency services may supersede normal operations resulting in altering or suspending processing timeframes for personnel actions until the disaster recovery period has ended.
- **Alternate Work Assignments:** During the pre-disaster and disaster recovery periods, employees may perform duties other than the essential functions of their position. Depending on the needs of the Town, employees may work at different locations rather than their normal duty assignments.
- **Pre-Assigned Employees:** Many employees are assigned duties assisting with official Town disaster response/recovery efforts. These employees will report to their designated worksite when requested/directed to do so. Employees are to always keep their Town ID badge with them to aid law enforcement officials during curfews and re-entry.
- **Contact with the Town:** Regardless of an employee's disaster assignment, all employees must apprise themselves of the Town's and their department's operational status, maintain daily contact with their manager or other designated department representative, and provide the Town with up-to-date contact information for any temporary changes in address.



- Accurately report all hours worked and submit required timesheet and relevant forms in a timely manner to their manager for approval. Falsification of these records shall subject an employee to disciplinary actions, up to and including termination.
- All employees are required to report to work when regular Town/Department business and operations resume.

MANAGEMENT RESPONSIBILITIES

- Department Heads and Supervisors must confirm the safety and well-being of all Town of Pembroke Park Team members.
- Department Heads and managers shall ensure all employees are enrolled in the electronic alerts system and shall ensure accuracy of electronic alerts data on an annual basis.
- Approve all hours worked and verify information reported by the employee on required forms is accurate.
- Department Heads or designees must ensure that essential employees on duty receive sufficient sleep to avoid endangering their safety or the safety of others due to fatigue.

EMPLOYEE DISASTER WORK CLASSIFICATION TIERS

EMERGENCY RESPONSE & RECOVERY EMPLOYEE (ERR - TIER 1):

Emergency Response & Recovery Employees are those employees with job classifications directly related to tactical response and recovery efforts within the community. Generally, this may include, but is not limited to Law Enforcement, Public Safety, Code Enforcement/Building, and Public Works.

Work assignments during disasters and work classification tiers assigned to an employee is determined by Town Manager and Department Heads. These employees will be required to assist in the Town's disaster response and recovery efforts, which includes assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

EMERGENCY OPERATIONS CENTER SUPPORT EMPLOYEE (EOC - TIER 2)



Emergency Operations Center (EOC) Support Employees are those specifically assigned through the Town Manager and Pembroke Park Office of Emergency Management and other authorized agencies to perform in one or more support functions outside their regular work duties.

Employees assigned to a leadership/support position within EOC or to specific roles as delineated within the Town's Comprehensive Emergency Management Plan (CEMP), Emergency Operations Plan, and Recovery Plan. These employees will be required to assist in the Town's disaster response efforts which may include assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

EOC Support employees must maintain contact accessibility with their supervisors and may be reassigned to an alternative operational supervisor for the duration of the disaster or emergency. EOC Support Employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

DEPARTMENT EMERGENCY ESSENTIAL (DEE-TIER 3)

Employees designated as Department Emergency Essential may be required to perform regular work functions during the pre-disaster, disaster, and post-disaster phases of an imminent or declared emergency. These employees may or may not be required to shelter during the storm. Examples of employees that would be assigned sheltering roles would include department personnel assigned to Department Operating Centers (DOCs) to coordinate department response and recovery efforts.

Employees in this tier may also be assigned to complete essential functions as designated in the department's Continuity of Operations Plan (COOP).

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

ESSENTIAL READY RESERVE (RR-TIER 4)

Employees classified as Essential Non-Emergency may be directed not to report to their regular job assignment during the pre-disaster, disaster, and post-disaster phases of a locally declared



state of emergency or disaster. They may work other assignments and activities as situations necessitate. Reassignment may include, but is not limited to support of the following:

- Town Staging Area(s)
- Point of Distribution Sites (POD' s)
- Food or Services Distribution Sites
- Sandbag Filling Stations
- Disaster Recovery Centers
- Emergency Operation Center

Emergency Management Compensation

Once an emergency has been declared in the Town of Pembroke Park and the Town Administrative Offices are closed, the following pay procedure shall be utilized:

1. All regular full-time, hourly or salaried employees, whose regular work schedule occurs during the Declared Emergency, who are instructed to not report to work or who are released from work will be paid their regular wages for all hours not worked during their regular work schedule.
2. All regular full-time hourly employees who work their regularly scheduled work period during a declared emergency and Town Administrative Offices are closed shall be paid their regular hourly wages at time and a half for any hour(s) worked during this period. Emergency on-call hourly personnel who report to work during an emergency situation (example: hurricane when Town Hall is closed, and non-essential employees are not required to work but are paid) will also be paid time and a half for all hours worked. This does not apply to emergency Public Works response to a water break, sewer leaks, or other work-related emergencies during the remainder of the year.
3. Unrepresented employees covered under this provision who physically work more than 40 hours in the workweek will be compensated at the rate of one and one-half times their normal hourly rate, in accordance with the Fair Labor Standards Act. Paid Administrative Leave hours shall not count as hours worked for the purpose of computing overtime.
4. Represented employees will be compensated in accordance with their respective collective bargaining agreement.
5. All regular full-time salaried employees shall be paid their regular salary for any hour(s) worked during the Declared Emergency. Additionally, such employees will be credited with one (1) hour of Administrative Leave time for each hour worked within their regularly scheduled work period up to a maximum of eight hours (8) hours during each twenty-four (24) hour period of the Declared Emergency. The maximum Administrative Leave time an employee will be eligible to receive per day will be determined by their regularly scheduled workday and shall not exceed forty (40) hours in a work week. Additionally, the twenty-four (24) hour period shall be defined as a day beginning at 12:00 midnight and ending on



the next 24 hours at 11:59 p.m. This Administrative Leave credit shall not be provided to Senior Level Management positions (Department Heads, Division Managers, Assistant Directors, etc.).

6. Once administrative offices are reopened and other employees are called back to work, the Town Manager shall evaluate whether and how Administrative Leave time will be provided/credited to Senior Level Management employees that worked during the declared emergency. This will be evaluated on a case by case basis and shall take into consideration the number of hours worked by the employee during the declared emergency and the number of hours paid as Administrative Leave to other employees that did not work during the Preparation and Response phases of the emergency.
7. All regular full time hourly or salaried employees who are on prior approved leave and are not required to return to work shall be paid in accordance with the applicable leave policy.
8. All regular full or part time, hourly or salaried employees considered essential by their supervisor and required to report to work who call in sick, or take unscheduled leave during the period for which they were required to report to work, will be charged leave time, and may be required to submit a written certification from a health care provider substantiating the reason for absence.
9. All part-time/temporary/seasonal employees who do not report to work for any reason during a Declared Emergency will not receive any compensation for this time period. This includes not reporting to work when Town operations are officially closed.
10. All temporary/seasonal or regularly scheduled part-time employees who work during a Declared Emergency will receive their regular rate of pay for any hours worked during this time period.
11. No employee is eligible for call back pay during a Declared Emergency.
12. Members of collective bargaining units will receive wages and benefits in accordance with their respective collective bargaining agreement.
13. All other terms and conditions of employment as determined by a pertinent Collective Bargaining Agreement or Town Pay Policy shall remain in effect prior to, during and after the Declared Emergency.
14. The Town Manager reserves the right to consider unique pay situations as they arise throughout a Declared Emergency. In situations deemed appropriate by the Town Manager, adjustments to this Policy may be made.

DOCUMENTATION



Employees are required to document and report to management all hours worked during an emergency utilizing the time sheets designated for emergencies, as provided by the Finance Department.

Time should be recorded identifying hours worked with appropriate emergency coding as provided by the Finance Department.

It is each Department's responsibility to verify all hours worked. Since departments are responsible for all wages paid to Town employees during a disaster/disaster recovery period, departments shall carefully review hours submitted, including those for alternate work assignments. All hours reported shall be verified by the employee's supervisor and approved through the timecard approval process. A copy of the Disaster Daily Log, supporting disaster hours worked, must be forwarded to the Finance Department who is responsible for coordinating payment of all emergency-related hours worked.

All Departments must maintain accurate timekeeping records during disaster/disaster recovery periods for submittal to the Finance Department.

EVENTUALITIES NOT COVERED

Exceptions may be made for unique situations as they arise throughout a declared emergency, and eventualities not covered by these guidelines shall be decided on a case-by-case basis by the Town Manager or designee.

Classification and Compensation

Compensation and Benefit levels are tempered by the Town's ability to pay, overall financial condition, and general fiscal responsibility to the taxpayers, as well as an individual's performance on the job. The value of a position is established in the Town's Classification Plan.

CLASSIFICATION PLAN

The position classification structure is based upon a systematic internal job evaluation and an analysis of the external labor market, which shall occur at a minimum every five years.

A comprehensive job analysis is used to establish written job descriptions for all positions which serve as the basis for all internal and external evaluations and comparisons.

Each job description includes a title, a general statement of duties and responsibilities, a determination on whether or not the position is exempt from overtime pay, a listing of essential job functions, a statement of required knowledge, skills, and abilities, and the physical demands of the position. These factors are used to determine classification and pay range for each position.

Job descriptions shall be reviewed annually to ensure they are up to date.

Pay Ranges shall be adjusted annually depending upon resources to reflect cost of living adjustments to the system and approved by the Town Commission.

Individual employee compensation, or placement in and progression through the respective pay



range, is based upon time-on-the-job, performance, qualifications, experience, education level, and other job-related factors established by a comparative ratio to ensure pay based on objective standards.

Newly hired employees shall be paid within the pay range. Any salary proposition outside of the established compensation plan must be approved by the Town Commission.

WAGES

Merit Increases

Merit increases are evaluated during the annual budget preparation process and implemented effective the start of the new fiscal year. Merit increases must be budgeted and fall within the approved compensation plan. Merit increases may be issued outside of the annual process on a case by case basis if approved by the Town Manager and/or Town Commission depending on the reporting structure.

Merit increases shall be based on an annual performance evaluation process based on clearly established standards applied equally and consistently across all positions.

Merit increases may only be given when sufficiently documented through an annual performance evaluation reflecting performance above and beyond the duties required of the assigned position.

Merit increases and Cost of Living adjustments shall only be given on an annual bonus to avoid compression of the competitively established classification and compensation plan. The maximum salary increases for Merit based increase and Cost of Living adjustment is a combined 5%. Any salary increase based on Merit or performance exceeding 5% requires Town Commission approval.

Performance Evaluations

Semi-annually, employees shall be provided with a formal evaluation of their performance by their supervisors, which may be reviewed by the Town Manager and Town Commission, or its designee. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths, and to define training or improvement programs for areas requiring development. Completion of the performance evaluation form and discussion of noted ratings shall facilitate communication and an understanding of expectations while providing a history of employee progress and development.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. Employees shall have an opportunity to meet with and discuss the results of their evaluation with their supervisor and submit additional comment or points of disagreement to be included within their personnel file. Employees who receive poor performance ratings may be placed on a performance improvement plan and/or receive progressive discipline.

Cost of Living Increase

An annual cost of living raise may be applied to the minimum and maximum ranges of the pay plan and to every individual's salary if approved by the Town Commission during the annual budget process. The maximum combined salary increase for Merit and Cost of Living adjustment is 5%



annually. Any salary increases exceeding 5% for Merit or performance requires Town Commission approval.

Overtime - Exempt Employees

Exempt employees, as defined by the Fair Labor Standards Act (FLSA) are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

Time off consideration for large amounts of additional hours may be provided with the Town Manager's prior approval and at the sole discretion of the Town Manager.

Overtime - Non-Exempt Employees

Non-Exempt employees, as defined by the Fair Labor Standards Act (FLSA), are subject to the overtime provisions of the Act. Depending on work needs not personal needs, Non-Exempt employees may be required to work overtime and are expected to work overtime upon request.

Non-exempt employees shall be compensated for overtime work at the rate of time and one-half (1.5) for all hours worked over forty (40) hours in a 7-day work week. For purposes of overtime calculation, time off (not working) with or without pay shall not be calculated as hours worked.

Compensation may be in the form of wages or compensatory time off. If compensatory time in lieu of wages is used, the compensatory time off must be taken within three months immediately following the accrual of compensatory time. If not used within that time period, the employee shall be paid for the unused compensatory time consistent with FLSA.

The Town reserves the right to substitute cash payments for accumulated compensatory time at its discretion. Similarly, employees may request that accrued compensatory time off be converted to monetary payment, which shall be made in the next applicable payroll.

Overtime including compensatory time may not be authorized by the Department Head and the Town Manager unless funds are provided for and adopted in the annual Town budget.

For non-exempt employees, overtime shall be scheduled in a manner most advantageous to the Town and consistent with the operational needs of the Town.

In some cases, at the Town's option, hours may be adjusted within a 40-hour work week to avoid overtime. Any adjustments and or overtime hours worked must be approved in advance by the employee's supervisor and must be based on work needs not personal needs.

Non-Exempt employees working overtime without prior approval shall be subject to disciplinary action.

Change in Status Pay

Promotion Pay shall be the minimum of the new pay grade or up to a 10% increase.

Temporary Reassignment to a higher pay grade and additional responsibility shall be the minimum of the new pay grade or current pay up to a 10% increase, whichever is greater. Upon return to the former position, the pay shall return to the original pay amount. Any employee serving in an acting capacity in a higher position requires a formal Personnel Action form approved by the Town Manager. Vacant positions do not automatically designate a subordinate employee to an acting capacity.



Demotion Pay shall be calculated based on a comparative ratio formula (i.e. if employee is 50% of the way through current pay grade, the demoted salary shall be at the 50% level of the new pay grade.)

PAY PERIODS AND DIRECT DEPOSIT

Pay periods for Town of Pembroke Park employees cover two weeks, beginning at 12:00 a.m. every other Monday. The pay period covers two seven-day work periods of 40 hours for regular employees. Paydays are every other Friday. When a payday falls on a holiday, employees shall be paid the day prior to the holiday.

All payroll payments are by direct deposit only.

TRAVEL REIMBURSEMENT AND ADVANCES

On occasion, employees may be required to travel on Town business or attend professional development and training functions as a part of the job. Employees must always be mindful that they are stewards of the public's trust and resources. Work-related travel must never be abused, treated as a "perk" or seen as opportunity to spend lavishly. The Town shall not cover expenses for spouses or other non-employees during Town travel, unless prior approval is received from the Town Manager. Travel on Town business, including professional development, must demonstrate respect for the public's trust and prudence with their resources.

Expenses related to professional conferences, seminars, technical meetings, trainings, or other professional development functions may be paid by the Town or reimbursed to the employee if the expense has been adopted in the budget. Requests for reimbursements that are not included in the budget require approval from the Town Manager.

Whenever possible, a Town vehicle should be used to travel for Town business and employees should carpool to limit travel expenses. Employees who are required to use their personal vehicle for work-related travel shall be reimbursed at the rate established by the IRS for up to 250 miles. Employees are to record the exact number of miles traveled, by most direct route, from the first place of business to the next. No reimbursement shall be made for travel between home and a normal place of business.

Employees shall be reimbursed for reasonable, actual meal expenses incurred in conjunction with a program or meeting that provides a primary benefit for, or serves the best interests of, the Town. Luxury meals, costs for alcohol, or excessive reimbursement claims shall not be reimbursed without approval of the Town Manager.

Employees shall be reimbursed for reasonable, actual lodging expenses when a full day's work must be performed a considerable distance from the Town, or under other appropriate circumstances with prior Town Manager approval. Luxury lodging or excessive claims shall not be reimbursed.

Employees should avoid using unnecessary convenience services such as valet parking, in-room movies, laundry and room service. Only under specific circumstances where a reasonable need for such services is clearly demonstrated shall such items be reimbursed.

Employees submitting reimbursement requests for travel expenses, or those requiring a travel



advance, should use the appropriate form and must submit all receipts.

PROFESSIONAL & SERVICE MEMBERSHIPS

The Town encourages department heads to take part in the activities of professional and service organizations and may pay the cost of certain job-related memberships to professional organizations, job-related trainings, seminars, conferences and related events that enhance the employee's job knowledge and performance.

The Town may pay the cost to become licensed or certified in a job-related field and may pay the cost to remain so qualified. Employer-paid memberships, training, licensing and certifications are subject to budgetary approval and require advance approval.

Any employee within the Town whose position requires a professional certification must keep such certification active and current. The employee must notify their supervisor in the event such certification is lost or lapses.

EDUCATIONAL ASSISTANCE AND TRAINING POLICY

Subject to sufficient funds in the budget and with prior approval of the Town Manager, employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to the employee's work. The Town Manager shall be the sole judge of whether a course or program is "directly related" to the employee's work.

Employees must obtain approval before enrolling in a course or program.

Employees may receive reimbursement for up to 100% percent of the tuition cost for training or college courses that they take on their own initiative depending on the Town budget and individual grades earned. The reimbursement must be repaid if the employee leaves employment within twenty-four months of receipt.

GRADING/REIMBURSEMENT SCALE

A (90-100)	100% reimbursement
B (80-89)	80% reimbursement
C (70-79)	60% reimbursement
D (69-60)	0% reimbursement
F (59 and below)	0% reimbursement

Courses that are deemed pass or fail will be subject to 100% reimbursement for passing grade and 0% reimbursement for failing grade.

CONFERENCE AND SEMINAR POLICY

Requests to attend a conference or seminar must be budgeted and approved by the Department Head and the Town Manager.

Benefits

The Town of Pembroke Park provides full time regular employees with a wide range of benefits.



The type of benefits and level of benefits provided is subject to change. The Town reserves the right to change provider networks, claims agents, and insurance mechanisms. At a minimum, the Town provides Health Insurance Policy and a Retirement Policy for full time regular employees.

Detailed descriptions of current benefits are outlined in the annual summary of benefits plan.

Benefits provided to these employees may include but are not limited to Dental Insurance

Prior to an offer of employment with the Town, prospective employees shall be given a list of the various benefits offered to full-time regular employees. Questions regarding any of the listed benefits shall be referred to the Town Manager. Employees are eligible for the health insurance on the 1st of the month following thirty (30) days of employment.

CONTINUATION OF BENEFITS (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and qualified beneficiaries the opportunity to continue, for a limited period, health insurance coverage under the Town's group health insurance plan when a "qualifying event" would normally result in the loss of coverage. Some common qualifying events are termination of employment (other than for gross misconduct), or death of an employee; a reduction in Your hours; a divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee pays the full cost of coverage at the Town's group rates plus an administration fee.

SHORT TERM DISABILITY BENEFIT

The Town provides group short-term disability insurance to full-time employees allowing them to receive paid leave if they are, medically, unable to return to work for a short time. For more information regarding the plan and plan details, contact Human Resources.

UNEMPLOYMENT COMPENSATION

The Town participates in the State of Florida unemployment insurance program according to statutory guidelines. Terminated employees are advised to refer questions of benefit eligibility to the appropriate State office.

WORKERS COMPENSATION POLICY:

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income, and other compensation under the Florida Workers Compensation Act. Worker's Compensation Employees are responsible for immediately reporting any work-related injury, no matter how slight, to their supervisor. Supervisors must immediately report the incident to Human Resources for proper processing of the Workers Compensation claim.

SOCIAL SECURITY

Employees are covered by Social Security, a federally administered plan for supplemental old age retirements and survivor's insurance. Questions concerning Social Security benefits and coverage should be directed to any Social Security office.



Paid and Unpaid Leave

HOLIDAYS

All regular hourly employees working a minimum of thirty (30) hours per work week and all salaried employees shall be granted leave with pay on the following holidays unless otherwise provided for in a collective bargaining agreement.

Sec. 19-26.

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

One (1) Personal Day

holiday.

All officers and employees not required by their department heads to work on such days shall be excused from work but shall be compensated for the day as if the officer or employee had performed his normal work schedule.

In order to qualify for holiday pay, the officer or employee must be present on his or her scheduled working days before and after the applicable

Officers or employees with an unexcused absence or unpaid leave time before or after a holiday shall not be eligible for holiday pay.

If an officer or employee is on authorized paid leave when a holiday occurs, that holiday shall not be charged against such officer's or employee's leave.

VACATION/ANNUAL LEAVE

Accrual Rate

Number of Months of Continuous Employment	Number of Hours Per Year
0 to 48	80.00
48 to 120	120.00
120 or more	160.00

No officer or employee shall be entitled to utilize accrued vacation time until such officer or employee shall have completed six (6) months service with the Town.

No vacation time shall be granted in advance of accrual thereof.

All vacation schedules shall be determined by the department heads giving recognition to the seniority of officers or employees in the determination of when vacation time shall be granted.

An officer or employee may use accrued vacation time for sick leave provided such officer or employee has used all existing accrued sick leave time.



An officer or employee may divide his or her vacation time as is desired with the prior approval of such officer's or employee's supervisor. Employees will use whole hours or full days for any PTO request. Employees will not request any partial hours (0.25, 0.50 & 0.75).

Annual leave shall be requested in advance using the appropriate form and submitted to the department head who shall have the right to determine if the work schedule permits the absence of the employee during the requested period. Vacation leave may be denied when department operations are hindered due to staff scheduling, workload assignments or a legitimate emergency exists.

Upon reasonable notice to the employee a department head may require an employee to use annual leave.

Accumulation of Annual Leave Credits

Earned leave not used during the calendar year in which it is eligible to be taken may be carried over or accumulated to the following calendar year.

Upon the effective date of termination of employment with the Town an employee shall be entitled to a lump sum payment for earned and unused annual leave not to exceed 400 hours. The effective date of termination shall be the last day worked.

SICK LEAVE

Accrual Rate

All full-time employees of the Town shall accrue sick leave time at the equivalent rate of one day (8 hours) for each full month of continuous service. Full month means a full calendar month starting on the first day of the month.

Rules

Sick leave is intended to be used for personal illness, injury or quarantine due to exposure to contagious disease for the employee. Sick leave may also be used for medical or health treatment which cannot be arranged outside of working hours. Sick leave may be used for illness or death in the immediate family. Immediate family is defined as the spouse, grandparents, brothers, sisters, children, and grandchildren of both the employee and the spouse. Sick leave may also be used for reasons of pregnancy and maternity.

Conversion to Special Vacation Time

Employees shall be entitled to convert one-fourth (1/4) of each year's accrued, but unused, sick leave time to special vacation time. Such special vacation must be used during the calendar year following the one in which it was accrued. Conversion must be requested within the first two (2) weeks of a calendar year or it shall be disallowed. Thereafter, it shall be disallowed (if the conversion privileges of this paragraph have been exercised) and the credits shall revert to the employee's sick leave balance.

Payment for Accumulated Sick Leave



Every employee or beneficiary in the event of death, upon termination for whatever reason shall be entitled to receive payment for accrued sick leave. Such payment is limited to a maximum of five hundred dollars (\$500.00).

Use and Restrictions

Any officer or employee who shall utilize three (3) or more days of sick leave on a continuous basis shall submit to his department head a doctor's certificate as to the illness or injury for which sick leave was utilized.

The Town shall have the right to require a doctor's certificate for any officer or employee reporting in as sick, as well as the right to visit the place of confinement of the sick or ill officer or employee.

If an officer or employee repeatedly utilizes sick leave, the Town shall have the right at the Town's expense to require such officer or employee to submit to a physical examination by a doctor selected by the Town to determine if such officer or employee is physically fit for continued employment by the Town.

Employees are required to notify their immediate supervisor on the first day of sick leave not later than thirty (30) minutes before the shift of which they are employed is scheduled to report for duty. This shall be followed for each day the employee is unable to work unless prior approval is given by the department head. Failure to comply may result in the absence being charged as leave without pay.

In the event an employee repeatedly uses sick leave or is on leave for an extended duration, the Town shall have the right at Town expense to require the employee to submit to a physical examination by a physician designated by the Town to determine if the employee is physically fit for continued employment.

Job Injury Workers Compensation and Use of Sick Leave

Employees who are eligible to receive workers' compensation (including temporary employees) are entitled to work-related injury leave with full pay for up to five scheduled workdays (40 hours or normal number of hours scheduled in a week). This leave, for illness or injury arising out of and in the course of employment, is not charged to vacation leave or sick leave.

Absence from work of five days or more due to a work-related injury shall reduce the 12 weeks of eligibility for family/medical leave.

Employees receiving workers' compensation for job-related injuries or disease may use sick and/or vacation leave to supplement the payment up to, but not to exceed, their regular rate of pay.

After all sick and vacation leave has been exhausted, employees are not entitled to leave or pay benefits other than workers' compensation. Employees may be put into a leave without pay status during this time without adjustment in the service date.

For a regular employee disabled with a work-related injury, a position shall be held open if the department can function with the vacant position. At some point (not later than one year after the date of injury) the employee, if unable to return to work, shall be separated from Town employment. If during the one-year period following the injury the separated employee is released by the attending physician for any kind of work duty, the employee shall be entitled to benefits



under the reduction-in-force policy.

JURY DUTY

An employee required to render jury service shall be entitled to be absent from work during that service and shall be paid the difference between any payment received for jury duty and the employee's regular salary.

BEREAVEMENT/FUNERAL LEAVE

Leave may be granted by an employee's immediate supervisor without loss of pay for death in the immediate family. Up to three days or twenty-four hours of pay shall be allowed an employee to attend a funeral within an immediate family. Immediate family shall include spouse, mother, father, children, brother, sister, grandparents, in-laws, stepchildren, grandchildren, aunt, uncle, or first cousin. Employees are required to submit proof of death within 2 weeks of the bereavement leave. Proof includes a death certificate or other documents confirming the date of the death or the date of the funeral/burial/viewing service. Photographs are **not** acceptable supporting documents.

FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 (FMLA), an employee may be eligible to request and receive an unpaid leave of absence as outlined below.

Eligibility

All regular full-time or part-time employees who have worked for the Town for at least twelve months and for at least 1,250 hours during the twelve months preceding the start of the leave shall be eligible for leave under this policy.

Conditions of Leave

Leave may be taken only for the following reasons:

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a twelve-month period for:

- the birth of a child and to care for the newborn child within one year of birth.
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
- to care for the employee's spouse, child, or parent who has a serious health condition.
- a serious health condition that makes the employee unable to perform the essential functions of the employee's job.
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or



- Twenty-six workweeks of leave during a single twelve-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

If medically necessary for a serious health condition of the employee or spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Town may require an employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence, provided the position has equivalent pay and benefits.

Any leave granted due solely to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the Town and must be completed within twelve months of the qualifying event.

Spouses who are both employed by the Town are entitled to a combined total of twelve weeks (rather than twelve weeks each) for the birth or adoption of a child.

Any accrued vacation/PTO/sick leave, as applicable, must be taken concurrently as part of the twelve weeks of leave requested.

In determining eligibility, the twelve-month period shall be calculated by using a rolling 12-month period measured backward from the first day of the new leave period the employee is requesting. Any requests for FMLA extensions may be granted at the sole discretion of the Town Manager.

Notification Requirements

When need for leave is foreseeable, such as the birth, adoption or placement of a child, or planned medical treatment, the employee must provide thirty days' notice to an immediate supervisor and must make efforts to schedule leave so as not to disrupt Town operations. If the need for leave is not foreseeable, notice must be given as soon as practicable, generally within one or two days of learning of the need for leave.

Request Procedures

All requests for family and medical leave should be made by contacting the Human Resource department. If possible, the request should be made thirty (30) days in advance of the effective date of the leave. The Human Resource department shall ask for the following information:

- The date FMLA leave shall begin.
- The probable/approximate duration of the leave; and
- The qualifying reason for the leave.

The employee shall be sent a packet indicating initial eligibility with instructions to complete the Certification of Physician or Practitioner form and return the form to the Human Resource department where final approval shall be determined.

If the employee takes leave without previously advising the Town of the medical or family reasons for leave and desires that leave be counted as FMLA leave, the employee must notify an immediate supervisor within two business days of returning to work that the leave was for an FMLA reason.

Status of Employee Benefits During Leave



Employee health insurance benefits shall be maintained as if the employee were actively working, but at the employee's expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Basic life insurance benefits shall continue at no additional cost to the employee. Optional life insurance and personal accident insurance (if applicable) may be continued at the employee's expense.

Benefit accruals, such as vacation, sick leave, or holiday benefits, shall be suspended during the unpaid leave and shall resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the Town with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee shall be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the Town shall assume that the employee has resigned.

MILITARY LEAVE

A military leave of absence shall be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees shall be paid full pay for the first thirty days of military leave in accordance with Chapter 115, Florida Statutes. After the first thirty days of military service and upon presentation of satisfactory military pay verification data, employees shall be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

Employees are entitled to up to 240 hours (annually) paid administrative leave for reserve or guard training in accordance with Section 115.07, Florida Statutes.

Continuation of health insurance benefits is available as required by Florida law and USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Leave benefits shall continue to accrue during a military leave of absence.

Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

An employee returning from military leave shall be placed in a position otherwise attained had employment continued or a comparable position depending on the length of military service in



accordance with USERRA. The employee shall be treated as though employment were continuous for purposes of determining benefits based on length of service.

Contact the Human Resource department for more information or questions about military leave.

DOMESTIC AND SEXUAL VIOLENCE LEAVE OF ABSENCE

The Town of Pembroke Park provides leave from work to employees who require time off to deal with the issue or effects of domestic or repeat violence or sexual violence, and to conform to the Miami-Dade County Domestic Leave and Reporting Ordinance and Florida Statutes § 741.313.

To be eligible for sexual violence leave, an employee must have been employed by the Town for three (3) or more months.

Eligible employees who are victims of domestic violence are entitled to a total of thirty (30) workdays of unpaid domestic violence leave during any twelve (12) month period for one or more of the following:

1. Obtain or receive medical and/or dental assistance for a medical and/or dental problem resulting from domestic or repeat violence, including obtaining such services for the employee's family or household member.
2. To obtain and receive legal assistance or attend court appearances relating to domestic or repeat violence including but not limited to criminal prosecution, injunction for protection, protective order, divorce, custody of children, and child support.
3. To attend counseling or support services, including counseling or support services for dependent children.
4. To make an employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator.
5. To make another arrangement necessary to provide for the safety and well-being of an employee subject to domestic or repeat violence.

Employees who are victims of sexual violence are entitled to a total of three (3) days of sexual violence leave for the purposes outlined above.

An employee seeking domestic or sexual violence leave must provide the Town with written notice of his or her request for leave as far in advance of the desired leave as possible. The request should be submitted to the Human Resource Department. If the need for leave is not foreseeable, the employee must provide notice (verbal or written) as soon as is practicable under the facts and circumstances of the case and in accordance with his or her department's procedures for unforeseeable absences.

The Town requires that the employee use his or her accrued paid leave time (sick time and vacation or PTO) during their leave. After the employee exhausts his or her paid leave time, the remainder of the employee's leave will be unpaid except for any temporary disability benefits under the Florida Workers' Compensation Law or short-term disability benefits. All leaves of absence in excess of ten (10) business days or two (2) weeks must be approved by the Town Manager.



Except in case of imminent danger, an employee must submit a personnel action form (PAF) to his/her immediate supervisor or the Human Resources Director for approval along with sufficient documentation of the act of domestic or sexual violence.

An employee may take domestic or sexual violence leave intermittently or on a reduced leave schedule and the Town will account for the leave in ¼ hour (15-minute) increments. However, if an employee requests an intermittent leave or reduced leave that is foreseeable based on a planned schedule, the Town may require that such employee transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits, and better accommodates recurring periods of leave.

Domestic or sexual violence leave may be taken in addition to family leave under the Town's Family and Medical Leave Act policy (*See Policy No. 7.1*) provided that the employee qualifies for FMLA leave.

A request for domestic violence or sexual violence leave must be supported by certification issued by an authorized person such as a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center or domestic violence shelter. The certification will be sufficient if it indicates that the employee is being subjected to domestic or repeat violence, or sexual violence, and needs time off to attend to one of the matters.

To the extent possible, information regarding the employee's request for leave under this policy will be kept confidential.

If the employee took leave to obtain or receive medical and/or dental assistance for him/herself, the employee must provide a fitness for duty certification from the employee's health care provider in order to return to work. The Town will specify the information that must be provided on the fitness for duty certification. The employee must pay the cost of obtaining the fitness for duty certification and the employee is not entitled to be paid for the time or travel costs spent to obtain the certification. If the employee fails to provide such a certification before the leave ends, the Town may delay the employee's restoration to employment until the fitness for duty certification is provided to the Town. If the employee never produces the certification, the employee may be terminated from employment.

The taking of leave will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

Upon his or her return to work from a domestic or sexual violence leave, the employee shall be entitled to: restoration to the position of employment held by the employee when leave commenced; or restoration to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. However, an employee taking domestic violence leave for three (3) days or less will be restored to the same position held by the employee at the time leave commenced.



An employee on domestic or sexual violence leave must periodically report to the Human Resources Department on the status and intention of the employee to return to work.

The Town prohibits discrimination or retaliation against any employee for exercising his or her rights under this policy. If an employee believes that he or she is being retaliated against, the employee must report the retaliation to the Human Resources Department.

DEFINITIONS

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Sexual violence means sexual violence, as defined in Florida Statutes § 784.046, or any crime the underlying factual basis of which has been found by a court to include an act of sexual violence. Florida Statutes § 784.046 defines “sexual violence” to mean any one incident of: (1) sexual battery; (2) a lewd or lascivious act, committed upon or in the presence of a person younger than 16 years of age; (3) luring or enticing a child; (4) sexual performance by a child; or (5) any other forcible felony wherein a sexual act is committed or attempted, regardless of whether criminal charges based on the incident were filed, reduced, or dismissed by the State Attorney.

UNPAID LEAVE/LEAVE WITHOUT PAY-

Any regular employee who has been employed with the Town for a period of twelve (12) continuous months may be granted a leave of absence without pay for a period not to exceed six months. Failure to return to work at the end of the leave without pay, may be grounds for termination.

In no instances shall an employee be granted a leave without pay until all accumulated paid leave is used.

The reason for such leave shall be attributable to an extraordinary condition not directly covered by the provisions of the Family and Medical Leave Policy.

Requests for leave without pay must be submitted in writing and approved by the Town Manager.

No annual or sick leave shall be accrued while an employee is on leave without pay.

Employee health and life insurance benefits may be maintained as if the employee were actively working, but at the employee’s expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee’s contribution. Payments must



be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Employees who qualify for a leave without pay shall initiate a request for such leave by sending a written request to their immediate supervisor. Such request shall be made not less than two (2) weeks prior to the requested leave date unless it is an unforeseeable emergency. Such request shall include the purpose of the leave and an estimate of the amount of time needed for such leave.

Separation from Employment

VOLUNTARY TERMINATION

Voluntary Terminations are initiated by the employee and include

1. Resignation – voluntary employment termination initiated by an employee.
2. Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Notice Required for Voluntary Terminations

1. All regular full-time and part-time employees are requested to give a minimum of two (2) weeks' notice, in writing, prior to leaving Town employment in order to resign in good standing.
2. Department heads and other management personnel are requested to give a minimum of thirty (30) days' notice in order to allow for adequate replacement in order to resign in good standing.
3. In the case of retirement, it is recommended that an employee provide the Town with as much notice as possible; a minimum of 6 weeks is requested. This advance notice shall ensure that retirement issues are satisfactorily addressed prior to the actual date of retirement.

DISCHARGE/INVOLUNTARY TERMINATION

Discharge is an involuntary employment termination initiated by the organization generally for cause.

LAYOFF AND RECALL

If the Town determines that a reduction in staff or "layoff" is necessary, affected employees shall be notified of the effective date, pertinent benefits information and possibility of recall, if any as soon as it is practical.

All layoffs and recalls of positions shall be based upon the Town's operational needs, financial position and the employee's employment history, performance and job-related qualifications and



abilities as determined by the Town. Seniority may also be considered in making non-union layoff and recall determinations.

IMPACT ON BENEFITS

Employee benefits shall be affected by employment termination as follows. All accrued, vested benefits that are due and payable at termination shall be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee shall be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

EXIT INTERVIEW

In the event of separation, voluntary or involuntary, the employee is encouraged to engage in an exit interview with the Human Resource department.

All employees who resign in "good standing" must take part in exit interviews to be eligible for rehire. The exit interview is on the clock and the employee shall be paid for participating.

RETURN OF PROPERTY

An employee separating from employment with the Town shall return all Town-owned equipment, uniforms, property, Town identification badges, and all building and equipment keys before picking up a final paycheck. The Town may not and shall not withhold earnings for failure to return property but shall take appropriate action including legal prosecution for any Town-owned items that are not returned by a separating employee.

Disciplinary Action

It is the intention of the Town to utilize disciplinary action in a constructive manner to motivate the employee toward proper conduct in the future. Situations of a minor nature are expected to be handled informally by the employee's immediate supervisor and may result in a verbal warning which may be documented and retained in the employee's personnel file.

Formal disciplinary action shall be administered by the Department Head in coordination with the Town Manager.

Suspensions and discharge are officially administered by the Town Manager based on Department Head recommendation.

Disciplinary actions may include any or all the following, which are not necessarily administered in order, nor are all types of disciplinary action required prior to discharge. The Town may immediately discharge an employee.

1. Verbal Reprimand is a verbal notice to an employee that his/her behavior or performance must be improved or corrected. A written record of the oral reprimand shall be placed in the employee's personnel file and a copy provided to the employee.



2. Written Reprimand is a written notice to an employee that his/her behavior or performance must be improved or corrected. Written reprimands shall be placed in the employee's personnel file and furnished to the employee.
3. Suspension is the temporary removal of an employee from duty, with or without pay. Suspensions shall vary in length depending upon the seriousness of the offense or frequency of occurrence. Suspensions shall be documented and placed in the employee's personnel file.
4. Discharge (also may be referred to as Dismissal or Involuntary Termination) is the removal of an employee from the employ of the Town.

Employees may submit written explanations or responses to disciplinary actions to their personnel file. In some cases, particularly discharge, an employee may have certain additional due process rights.

PERFORMANCE IMPROVEMENT PLAN (PIP)

In efforts to rectify disciplinary action, an employee may be placed on a performance improvement plan (PIP). The purpose of this plan is to provide the employee the opportunity to correct performance and behaviors in the workplace. Employees on a PIP will be evaluated periodically by the department manager in efforts to measure progress.

A staff member whose performance, attendance, or conduct does not meet the Town's standards will receive a written warning/counseling and will be provided a clarification of expectations along with a 90-day time period to demonstrate improvement. The manager placing the employee on a PIP is required to document the meeting by outlining the topics discussed during the meeting, goals for improvement, and activities which the employee must complete with a corresponding timeframe.

If the deficiencies are not corrected during the allotted time, termination procedures should be followed.

If staff member's performance, attendance, or conduct improve, the employee will have successfully completed the PIP and no further disciplinary action shall be taken.

CAUSES FOR DEMOTION, SUSPENSION OR DISMISSAL

A permanent employee may be demoted, suspended, or dismissed when, in the judgment of the department head the employee's work or misconduct so warrants. When the department head takes such action, he or she shall file a written notification with the Town Manager and the Human Resource department containing a statement of reasons for the action. The employee shall be notified of the effective date of the action. Employees may be demoted, dismissed, or suspended without pay for violation of these rules which include, but are not limited to, the following:

1. Violation of town and/or personnel policies, procedures or rules.
2. Incompetency or inefficiency in the performance of assigned duties.
3. Offensiveness in conduct toward fellow employees or the public.
4. Violation of any lawful official regulation, or order, or failure to obey any lawful and reasonable direction given by a supervisor when such violation or failure to obey amounts



to insubordination or serious breach of discipline which may reasonably be expected to result in lower morale in the organization or result in a loss, inconvenience, or injury to the Town's service or to the public;

5. Solicitation or taking for personal use a fee, gift, or other valuable thing in the course of work, or in connection with it, when such fee, gift, or other valuable thing solicited or given might be construed to be a means of receiving a favor or obtaining better treatment than that accorded other persons either on a present or future basis;
6. Failure to pay or make reasonable provisions for payment of just debts owed the Town in a timely manner.
7. Conviction of a felony or other serious crime.
8. Inattention to duty, tardiness to excess, laziness, carelessness, and unnecessary breakage or loss of property.
9. Absence from work for three days in a row without proper notification to immediate supervisor as required by the personnel policies and procedures.
10. The employee has been subject to an excessive number of accidents, resulting in personal injury or injury to others.
11. The employee has been guilty of attempting to use political influence in securing or attaining a position or salary increase. Soliciting elected officials to intercede for or attempt to influence officers or supervisory employees in personnel matters shall be construed as violations of these rules.
12. Dishonesty in connection with assigned duties and responsibilities as an employee of the Town.
13. Immorality or lack of integrity in connection with assigned duties and responsibilities as an employee of the Town.
14. Violation of departmental rules.
15. Willful violation of any safety rule or practice.
16. Guilty of conduct unbecoming of an employee of the Town's service whether on duty, or off; or
17. Intoxication while on duty, or use of alcoholic beverages, or any form of intoxicants, or narcotics, except such drugs as are being used upon the advice and prescription of a physician, during working hours.

None of the foregoing shall be deemed to prevent the demotion, dismissal, or suspension of an employee for any reason which is justifiable, even though such cause is not among those enumerated, provided, however, that an employee shall have the right of appeal. Any action taken against an employee for violation of these rules shall take into consideration the employee's service record.

Employee Arrest of Charge



POLICY

As a condition of employment with the Town of Pembroke Park, employees are required to notify their immediate supervisors, no later than the next working day, when an employee has been arrested or when information has been filed by a prosecuting official against him/her for an offense or violation of law and/or when the employee is indicted by a Grand Jury. This shall include, but not be limited to violation of probation, promise/notice to appear, injunction for any prohibited violent or threatening behavior, or moving traffic violations. Failure to notify shall result in appropriate disciplinary action, including termination of employment.

Under no circumstances may the employee report for duty without prior consent from the Human Resources Director following an arrest/indictment, promise to appear, or conviction.

PROCEDURE

The Town will conduct its own independent investigation taking into consideration the employee's testimony and will review any police report or other available documents. The Town will evaluate each arrest/indictment on a case by case basis taking into consideration multiple factors including:

- The nature and severity of the alleged incident or crime,
- The totality of circumstances surrounding the incident,
- The employee's job responsibilities, job location, and potential interaction with employees and the public,
- Employment record of the employee (e.g., performance, length of service, etc.)
- Circumstances that adversely affect the staff member's attendance,
- The future potential for conflict that may arise,
- Any other factors the Town, in its sole discretion, deems relevant.

If the employee pleads nolo contendere or guilty, enters into a plea agreement including pre-trial intervention or is tried and found guilty of any felonious charge and/or crime involving dishonesty or moral turpitude, the employee may be immediately terminated from Town of Pembroke Park employment. In the event such person is tried and acquitted, or the information or indictment is dismissed or quashed, the Town Manager will review his/her employment status to determine whether reinstatement or continuing employment is appropriate.

Employees arrested or indicted by a Grand Jury or on whom information has been filed by a prosecuting official for a felonious offense, a crime involving dishonesty or moral turpitude, or a charge that could be related to their work, may be placed on Administrative Leave with or without pay with approval of the Town Manager.

If an incident or charge is directly work related, or the offense is of a serious nature, nothing shall preclude the Town from initiating disciplinary action independent of any judicial hearing or proceeding.

Employees are also required to notify the Human Resources Director of the outcome of all criminal drug statute or alcohol related criminal charges on the next business day after any change in status, including the notification of a conviction, a plea of guilty, an adjudication of guilt, a plea of nolo



contendere, an adjudication withheld, an acquittal or a dismissal of the charges. A failure to report a drug or alcohol conviction to the Town within the applicable time periods will result in immediate termination of the employee, unless good cause exists for the employee's failure to report the conviction to the Town

Employee Procedural Rights

INVOLUNTARY TERMINATION AND PROCEDURAL RIGHTS

The Town Manager, Divisional Directors, and Chartered Positions serve at the pleasure of the Town Commission. All other employees may be terminated by the Town Manager.

Terminated employees have certain due process rights prior to discharge or other adverse employment decisions if they have a liberty or property interest that is affected by the adverse employment action.

Where an employment decision could be stigmatizing to the employee, and the Town intends to place a record of the action in the employee's personnel file (which makes it potentially subject to public disclosure) or if the action would foreclose a definite range of future employment opportunities, an employee shall be provided notice of the action and an opportunity to respond prior to the employment action.

Stigmatizing reasons for discipline or discharge may include dishonesty, immorality, moral turpitude, criminality, racism, harassment, falsifying forms, drug use, engaging in prostitution, use of position to obtain kickbacks or other privileges, or other charges impugning the employee's moral character.

Charges of incompetence, negligence, poor attendance, insubordination, failure to meet performance standards, failure to submit required forms or documentation and related performance-based criteria have typically been held to be insufficiently stigmatizing to trigger a liberty interest.

In cases where public disclosure of stigmatizing information is possible, the employee shall receive oral or written notice of the charges, an explanation of the evidence and an opportunity to respond and clear his/her name prior to the decision being finalized and documented in the personnel file. The employee shall direct their response to the Town Manager, who may consult with the Town Attorney, Mayor and/or Commission as needed.

This process is a procedural protection and in no way limits the Town's at-will employment status. The findings of the Town Manager are final, shall be stated in writing and provided to the employee as well as documented within the personnel file.

RIGHT OF APPEAL

Any permanent employee who is discharged may appeal such action in writing to the Town Manager within 5 days after such action is taken. As promptly as possible, the employee shall be granted a hearing by the Town Manager and the department head concerned, at which time the employee and immediate supervisor may present relevant evidence regarding the action and the reasons, therefore. When the disciplinary action is personally initiated by the Town Manager, the hearing shall be conducted by the Town Commission. During any investigation or hearing, the



Town Manager, or the Town Commission may direct any employee to attend and give testimony. Probationary employees who are terminated during the probation period are not permitted the right of appeal.

Any permanent employee who is demoted or suspended may appeal such action by filing a written grievance in keeping with the Town's grievance procedures. Any such grievance shall be filed within five (5) working days from the date of action against the employee.

GRIEVANCE PROCEDURES

The Town intends to provide a constructive, positive work environment in which employees are empowered to contribute to the continuous improvement in the operations and services provided by the Town. To this end a formal grievance procedure is available to help resolve complaints of employees who believe they are not receiving fair treatment in the workplace.

STEP 1: Verbal Communication with Supervisor

Employees are encouraged to share their suggestions, as well as discuss any complaints or issues that may arise related to their employment and work environment with their immediate supervisor within five (5) working days from the time of the occurrence. The supervisor shall provide a verbal response to the complaint within five (5) working days of the discussion with the employee.

STEP 2: Written Communication with Department Head

Should an employee not find adequate resolution through verbal discussion with their immediate supervisor, the employee shall respond in writing to the employee's department head within five (5) working days from the oral response in Step 1.

The employee shall submit a written grievance to their department head which must include:

- ✓ Date of incident,
- ✓ Description of incident,
- ✓ Summary of previous discussion(s) with supervisor regarding the incident,
- ✓ Desired resolution, and
- ✓ Employee's printed name, signature and date of submission.

The department head shall provide a written response to the employee within five (5) working days of the receipt of the grievance.

STEP 3: Written Communication with Town Manager

If the grievance is not resolved in the first two steps, the employee may request a meeting with the Town Manager. This request must be in writing, dated and submitted within five (5) working days after receiving the response from Step 2. The department head shall be copied on the request.

The meeting with the Town Manager and the employee shall occur within ten working days of receipt of the request to meet, or on a date mutually convenient for all parties. At the Manager's discretion this meeting may include the department head and/or supervisor, and/or other Town



representatives as appropriate. At the employee's option, the meeting may include a fellow employee or other representative.

The Town Manager, or designated representative, shall provide a written response to the employee within ten working days of the meeting. The Town Manager's response to the grievance is final.

WORK RULES AND CODE OF CONDUCT

The workplace brings together many different types of people whose unique perspectives and individual skills and talents add tremendous value to the Town of Pembroke Park. All employees, officers, and volunteers, at every level within the organization, are expected to treat each other as respected and valuable colleagues.

Code of Ethics

Employees and officials of the Town of Pembroke Park are bound by the both the State of Florida and the Town's Code of Ethics.

FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES

Chapter 112 (Part III) of the Florida Statutes and the "Code of Ethics for Public Officers and Employees" which states in part, that "no officer or employee of a state agency or of a county, city or other political subdivision of the state shall have any interest, financial or otherwise, direct or indirect, engage in any business transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the public interest."

All Town employees shall be furnished with a copy of Florida Statutes Chapter 112 (Part III) during their orientation. All employees are required to review the Statute along with the employment Rules and Regulations for their respective department. This information shall serve as a guide for employee conduct while in the employ of the Town.

PEMBROKE PARK EMPLOYEE CODE OF ETHICS

Article IX, Chapter 2, 260 of the Town Code states, "Employees of the Town hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official duties. Further, Town employees must act in a manner that promotes public trust and confidence in government with complete transparency and honesty in their services and must avoid even the appearance or perception of impropriety. The Town Commission recognizes that, in the furtherance of these fundamental principles, there is a need for clear and reasonable standards of ethical conduct. This Pembroke Park Employee Code of Ethics establishes those standards." The following sections provide the expected code of conduct employees of the Town shall follow.

Gifts

Town employees shall not solicit or accept any gift, regardless of value, in their official capacity as employees, nor shall they solicit or accept any gift in either an official or personal capacity that may be reasonably perceived to be given to encourage or discourage them from taking any action in connection with their Town employment.



Lobbying

Town employees should avoid even the appearance of impropriety in their interaction and dealings with lobbyists registered with the Town and in their interaction and dealings with Town vendors and prospective vendors.

To promote full and complete transparency, lobbyists, Town vendors, and prospective vendors who intend to meet or otherwise communicate with a Town employee, either at such employee's office or elsewhere on Town government premises, for the purpose of influencing a decision to be made by the Town Commission, a decision to be made by any decision-making body under the jurisdiction of the Town Commission, or a final procurement decision to be made by a Town employee, must complete a contact log as prepared and maintained by the Town Manager. This contact log shall be completed for each individual Town employee with whom the lobbyist, Town vendor, or prospective vendor intends to meet or communicate. The contact log shall be legibly completed contemporaneously with the meeting and shall be available for public inspection in a database designated by the Town Manager.

To further promote full and complete transparency, a Town employee shall disclose any meeting outside of his or her Town office, any telephonic discussion, or electronic communication with a registered lobbyist, Town vendor or prospective vendor, during or in which meeting, discussion or other communication the lobbyist, Town vendor, or prospective vendor seeks to influence a decision to be made by the Town Commission, decision to be made by any decision-making body of the Town, or a final procurement decision to be made by a Town employee.

A Town employee is prohibited from lobbying on behalf of an outside principal or employer for compensation, Town Commissioners, members of any Town Selection/Evaluation committee, or the governmental unit in which he or she is employed. Lobbying does not include providing information, advice or recommendations to any Town Commissioner or member of a Selection/Evaluation committee in furtherance of the employee's job responsibilities. Except as stated in this paragraph, Town employees may engage in lobbying activities provided such activities would not be inconsistent with their public duties or the provisions of Chapter 112, Florida Statutes.

Outside Employment

For purposes of this section, other employment means any compensated employment performed by a Town employee aside from his or her employment with the Town, including any part-time employment, self-employment, or consultant-related employment. Town employees may engage in other employment provided:

1. The other employment will not be inconsistent with the employee's public duties or the provisions of Chapter 112, Florida Statutes; or
2. The individual or business entity for whom the Town employee will engage in other employment is not a vendor under contract with Town or a prospective vendor seeking to do business with Town.

Prohibition on Use of Town Position for Personal or Private Gain

No Town employee shall use his or her municipal position or powers and duties to secure a financial benefit for himself or herself, an immediate family member or any private organization



in which he or she is deemed to have an interest.

Future Employment

No Town employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the Town employee, either individually or as a member of a Town Committee, while the matter is pending or within the 30 days following final disposition of the matter.

Use of Town Resources

Town resources shall be used solely for lawful Town purposes. Town resources include, but are not limited to, Town personnel, and the Town's money, vehicles, equipment, materials, supplies or other property.

No Town employee may use or permit the use of Town resources for personal or private purposes, but this provision shall not be construed as prohibiting:

1. Any use of Town resources authorized by law or Town policy.
2. The use of Town resources for personal or private purposes when provided to a Town officer or employee as part of his or her compensation; or
3. The occasional and incidental use during the business day of Town telephones and computers for necessary personal matters such as family care and changes in work schedule.

Nepotism

No Town employee may participate in any decision specifically to appoint, hire, promote, discipline or discharge an immediate family member for any position at, for, or within the Town.

Political Solicitations

No Town employee shall directly or indirectly compel or induce a subordinate employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.

No Town employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining or in any manner changing the official rank, status or compensation of any Town employee, or an applicant for a position as a Town employee, on the basis of the giving or withholding or neglecting to make any contributions in money or service or any other valuable thing for any political purpose.

Elected Public Office

A Town employee seeking elected public office is not permitted to engage in any activity related to seeking the office during working hours or in other ways which might constitute an inappropriate use of Town time and resources or lead to the impression that the Town government endorses his or her candidacy.

The prohibition against the use of Town time and resources in a campaign for elective office includes a ban against using Town equipment, including vehicles, telephones, copy machines, inter-office mail, or other equipment owned by the Town. The employee/candidate is prohibited



from participation in campaign activities off duty wearing a Town uniform or driving a Town vehicle.

Town employees are prohibited from soliciting campaign contributions or any in kind gifts to support his or her campaign, including soliciting campaign workers or contributions from among Town employees when the solicitation takes place on duty or when the solicitation could be reasonably construed as having a connection to a real or expected employment decision. The employee/candidate for public office must avoid the appearance or reality of a conflict of interest between their employment with the Town and the outside candidacy.

A Town employee choosing to run for elected public office must disclose his/her candidacy to the employee's immediate supervisor and the head of their Department within three (3) business days after the time the employee becomes an official candidate by filing the necessary candidate papers. All campaign-related activities by an employee/candidate occurring before official candidacy are also subject to these restrictions.

The employee/candidate must take reasonable steps, with approval by his or her supervisor, to minimize the prospect of a conflict of interest between the employee/candidate's work duties and campaign activities. These steps may include the use of annual leave, personal days, or unpaid leave of absence following approval in advance by his/her supervisor pursuant to Town policies.

Confidential Information

No Town employee who acquires confidential information in the course of exercising or performing his or her powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers or duties.

Enforcement Procedures

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics is vested in the Town Manager. A Town employee may appeal the decision of the Town Manager by filing a written appeal to the Town Commission within fifteen (15) days of the final decision of the Town Manager is rendered. The Town Commission may affirm, modify or reverse the disciplinary decision rendered by the Town Manager.

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics by the Town Manager, Directors or any Chartered Position is vested in the Town Commission.

Town Commission shall have the authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics when the Town Manager fails to do so, or when the Town Commission determines that such investigation is required.

Freedom of Information Act and Public Records Act

It is the policy of the Town of Pembroke Park to comply fully with the Freedom of Information Act. All individuals are entitled to certain and specific information regarding the affairs of government and the actions of public officials and public employees.

All FOIA requests are to be immediately directed to and processed by the Town Clerk or his/her designee.



Requests for public information may be either oral or written and ideally are handled within five business days after the request has been received. In some cases, an extension may be required, and certain information may be denied or redacted. Originals of any documents shall not be allowed to leave Town property, and the costs associated with compiling and providing the information shall be charged.

Public Records

Under no circumstance may an employee remove documents, photos, reports, personal or personnel information or any sensitive material that is the property of the Town of Pembroke Park.

Employees found to be in violation of this policy may be disciplined, up to and including discharge.

Personal Conduct

All persons employed by the Town must remain constantly aware of their responsibilities to the public and of the fact that they are representatives of the Town. It is expected that their conduct and appearance shall be commensurate with the positions which they hold.

Town employees are frequently called upon to express opinions and to provide information concerning the Town government, its operations and its policies. Expressions of opinions should be carefully weighed in the light of their probable affect and should be based upon facts within the knowledge of the employee. A Town employee is not deprived of the rights of citizenship which affords the right of free speech. He should be keenly aware of responsibilities and privileges as an employee of the Town and understand that personal opinions shall often be interpreted by others as representing the official opinion of the Town.

Employees shall be well informed concerning the policies and operations of Town government. Such responsibilities increase with the importance of the position held. Admitting lack of knowledge concerning a question asked is far superior to an incorrect answer, but if the situation requires it, the employee, under such circumstances, should refer the questioner to the proper source of information or obtain the actual facts and inform the person making the inquiry.

Employees are expected to refrain from repeating rumors and from creating dissension within the organization.

Employees shall visit departments other than those in which employed only on official business. Reasonable breaks in routine work may be taken as long as the privilege is not abused but loitering is expressly forbidden. Any employee who has completed assigned tasks, or the work for which that employee is responsible shall report to a supervisor for assignment of other duties.

Outside Employment Guidelines

Full-time Town employees wishing to hold supplemental, part-time employment in addition to his or her Town employment must request approval in writing to their department head and must do so each year that supplemental employment is held on their Town anniversary date.

The request should include the:

- Name of the employer.
- Nature of the employment and duties to be performed; and
- Approximate number of hours to be worked per week.



The Town Manager shall determine whether a conflict of interest exists or if the employee's ability to effectively perform their Town work shall be hampered and shall inform the employee in writing of his or her determination.

A conflict of interest may include, but is not limited to:

- Any employment, activity, or enterprise which involves for private gain the use of the Town's time, facilities, equipment, supplies, or prestige or influence of the Town Office.
- Any activity which involves receipt or acceptance of any money or other consideration from anyone other than the Town for performance of an act with the employee should be required or expected to render in the regular course of their Town employment.
- Any activity which involves a performance of an act other than in their capacity as a Town employee which may later be subject to the control, inspection, review, or enforcement by the employee or the department in which they work; or
- Any activity which involves so much of an employee's time that it impairs their attendance or efficiency in the performance of their duties.

Employees may not wear a Town uniform, work shoes/boots, or any other apparel furnished by the Town in performing outside work. Outside work may not be performed during regularly scheduled Town work hours or at a Town facility, and no Town resources, equipment, tools or supplies may be used for outside work.

Political Activity and Voting Time

All employees should register to vote and should exercise this privilege at each opportunity afforded. It is Town policy that it is in the public interest and at governmental benefit to remove career employees from the arena of partisan political activity. Florida statutes impose certain restrictions on the political activities of state, county, and municipal officers and employees.

Also, those employees in positions supported in whole or in part by Federal funds may be subject to those restrictions contained in the federal "Hatch Act." The following prohibitions shall apply to all Town officers and employees:

- No person shall promise, attempt, or use political position, influence, or coercion in an effort to erode the merit system nature of the Town work force by patronage or favoritism for past or future political influences or services, either implied or actual.
- The Town of Pembroke Park shall not permit the use of its equipment, property, facilities or supplies for partisan political purposes.
- Employees shall not take an active political role on behalf of any candidate or incumbent for Town elective office.
- Employees shall not be solicited for contributions or any other sort of support or influence for any political party, office, or candidate, either from other employees, superiors, elected officials, or candidates.
- A Town employee who becomes a candidate for any public elective office shall, at the time of formally qualifying, resign in good standing from the Town service.



Violations of any of these restrictions shall result in disciplinary action including discharge, as determined by the provisions of these rules.

Full-time regular employees shall be granted one (1) hour off to vote at the start or end of their shift, provided such time does not result in the Town having to replace employees at overtime rates of pay and coverage is maintained in, each department.

Employees interested in utilizing voting time must request the use of such time at least twenty-four (24) hours in advance of using such time. Granting the use of such time under all conditions shall be made at the discretion of the department head.

Active political campaigning or solicitations for political contributions while on duty is strictly prohibited.

Political Activity and General Solicitation

The Town does not discourage political participation or activity. However, certain restrictions are imposed to ensure the integrity and impartiality of the Town. In this regard:

- Employees of the Town shall not engage in political activities on behalf of a candidate for partisan or non-partisan election during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee. This includes distributing or circulating literature or paraphernalia for or against an issue or candidate.
- Solicitation and/or distribution of literature, including signing and circulating petitions for candidates, propositions and other political matters, is prohibited during working hours or in work areas. Working hours include the actual working time of both the individual performing the solicitation or distribution and the employee to whom it is directed.
- Employees of the Town shall not solicit, receive or in any way participate in soliciting or receiving any assessment, subscription or contribution for any political party or any political purpose whatsoever, during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee.
- Employees involved with political campaigns shall do so as private citizens. Employment status with the Town shall not be referenced when campaigning for or against any candidate or ballot issue, question or proposal. Employees involved with political activity shall neither claim to represent the Town nor claim their views or opinions reflect the views or opinions of the Town.
- Equipment, materials and supplies belonging to the Town, including the Town's letterhead, business cards or other such material supplied by the Town, shall not be used in support of political activities.

Employees who become candidates for the Town Commission of the Town of Pembroke Park shall be required to take a leave of absence without pay when that employee complies with the candidacy filing requirements or sixty (60) days before any election relating to that position, whichever date is closest to the election. Employees who are elected to Town Commission must resign their Town employment prior to the commencement of their term of office.

Customer Service

The Town of Pembroke Park always requires employees to represent the Town in a positive manner and



treat customers and residents with courtesy and respect .

Employees should be prepared to listen patiently to complaints and deal with them in a helpful, professional manner. Residents or customers who become unreasonable, abusive or harassing should be referred to the employee's supervisor.

Public Statement/Press Calls

Unless otherwise delegated, the Town Manager is the official designated spokesperson for Town staff. Employees should refer all requests for formal statements, interviews, and related activities to the Town Manager. Employees may not make formal statements on behalf of the Town, except in cases of sharing routine, information, without prior authorization.

The Workplace and Town Resources

APPEARANCE

Your appearance is important to demonstrating the professionalism of Town organization. For this reason, each employee is expected to report for work each day with appropriate hygiene, appearance and attire for his or her position.

Personal cleanliness is a must for all employees. Body odors, strong perfume or smoke may all be particularly offensive to the public or coworkers. Employees should take pride in their personal hygiene and appearance and report to work clean and groomed appropriately.

Attire should be consistent with job responsibilities and should not jeopardize the safety of the employee or distract others. Anyone reporting to work in inappropriate clothing shall be sent home to change.

It is impossible to describe or define every possible acceptable or unacceptable example of attire. Clothing should be in keeping with the image of a professional organization; the following is prohibited:

- Excessively worn, torn or dirty clothing,
- Clothing with suggestive or offensive logos, pictures, insignia, etc.,
- Very tight, revealing or otherwise sexually suggestive clothing, and
- Exercise attire including "sweats"

If in doubt, ask prior to wearing the item. Your supervisor shall determine whether attire is acceptable.

USE OF TOWN RESOURCES

Vehicles, materials, facilities and equipment owned by the Town are intended for Town business use only. Further, Town employees are expected to perform work related only to Town business while on work time. Specifically:



1. Mail & Letterhead - Employees may not use the Town's postage for personal mail. Additionally, employees should not routinely receive personal mail or package deliveries while at work. Town letterhead is to be used for official Town business only.
2. Phone - All phone lines are to be kept available for the Town's business. Personal calls must be held to a minimum. Employees are expected to reimburse any expense associated with personal long-distance calls or excessive personal calls made using a Town telephone.
3. Cell Phone - Personal calls on Town cell phones are to be held to a minimum and are allowed provided only where personal use does not result in an overage of the contracted minutes. If the minutes are exceeded, the employee is required to pay the additional charges or costs.
4. Vehicles – Town-owned vehicles are to be used for official Town business only, unless otherwise approved by the Town Manager.
5. Equipment, Facilities and Supplies - Equipment, facilities and supplies are to be used for Town business only, including tools, machinery, computers, copiers, faxes and other office machines.
6. Personnel – Town personnel are only to perform work related to Town business and/or projects while on work time.

The Town's resources, including Town vehicles, may not be borrowed for personal use by employees.

EMPLOYEE IDENTIFICATION

It is the policy of the Town of Pembroke Park that all employees be photographed as a method of establishing proper identification and records for the employee. The identification shall be handled by the IT department during orientation.

The IT department shall issue picture identification cards to all employees except for the Fire Department.

Town identification cards are to be presented upon request. The cards are only to be used for employment purposes.

Upon separation of employment, identification cards shall be turned into the employee's department and submitted to the IT department along with a completed "Town Property Form" which shall authorize the tendering of the employee's last paycheck.

Employees are to report lost identification cards immediately. Replacement identification cards shall be reissued at a fee of five dollars (\$5.00) each.

Upon expiration, the identification card is to be exchanged for a new card.

Identification cards shall expire five (5) years from the date of issuance and it shall be the employee's responsibility to get a new one from the IT department.

KEY DISPERSAL



Keys to Town buildings, facilities, vehicles or equipment may be issued to employees. Keys are never to be duplicated, given or lent to anyone else, including a fellow employee. Lost or stolen items must be immediately reported to the Town Manager.

UNIFORMS AND SAFETY ATTIRE

The Town may issue directly, provide allowance for, or reimburse employees in certain departments for safety attire, work shoes/boots, uniforms, etc. These items are to be clean and worn with reasonable care. The Town shall replace worn or damaged items as needed and within reason, generally not more than once per year. Town attire or uniforms are considered Town property and are to be worn while on duty for Town business only.

PERSONAL ARTICLES IN THE WORKPLACE & SEARCH OF PROPERTY

The Town is not responsible for lost or damaged personal articles brought into the workplace. All property belonging to the Town, including Town vehicles, computers, phones, desks, file cabinets, lockers and other storage areas, is subject to inspection or search at any time without notice to retrieve work-related materials or to investigate a violation of workplace rules. Employees should not have any expectation to privacy regarding Town premises.

PERSONAL WORKSPACE & DISPLAYS

Personal workspace is also considered property of the Town and is oftentimes accessible and viewable by co-workers and the public. Reasonable, tasteful displays of personal pictures, decorations, and related items are acceptable. However, any personal displays that violate harassment, code of conduct, or other policies shall be addressed as a violation according to those procedures. Your department head and/or the Town Manager have the final authority to determine what is acceptable.

SMOKE-FREE WORKPLACE

In its commitment to providing a safe, healthy, and comfortable workplace for all employees, the Town of Pembroke Park maintains a smoke and tobacco-free environment. No smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, electronic cigarettes, or chewing tobacco) is permitted in any Town workspace (indoor and outdoor) or in vehicles owned, leased, or rented by the Town.

The Town of Pembroke Park does not employ individuals who have used tobacco products within twelve (12) months of submitting an employment application. All applicants for employment must sign an affidavit certifying that they have not used tobacco or tobacco products for at least twelve (12) months immediately preceding the date of application. Furthermore, an employee is prohibited from using tobacco products during his or her employment with the Town of Pembroke Park.

Compliance with the smoke-free workplace policy is mandatory for all employees. Employees who violate the policy are subject to corrective action, up to and including termination from employment.

Any employee who observes a violation of this policy should report it immediately to the Human Resources Director.



CARE OF EQUIPMENT

Employees are expected to follow prescribed safety procedures for equipment and vehicle usage, refrain from and/or report equipment abuse and guard against equipment loss.

Should an employee encounter equipment malfunction or be involved in an accident, the incident should be immediately reported to the appropriate supervisor or department head. Intentional equipment abuse, careless use of equipment, or habitual loss of equipment shall not be tolerated and may result in disciplinary action, up to and including discharge.

VEHICLE USAGE

The Town allows certain job classifications to use Town-owned vehicles with prior supervisor approval.

- Employees who use their personal vehicles for Town business shall be reimbursed in accordance with the Florida mileage reimbursement rate.
- Any employee driving on Town business, whether using their own vehicle or the Town's, must have a valid Florida driver's license and a satisfactory driving record. Any restrictions on, or revocation of, an employee's legal right to drive must be immediately reported to the appropriate department head. The same applies for employees diagnosed with a medical condition which temporarily or permanently affects their ability to drive.
- Employees who drive a vehicle on Town business must exercise due diligence to drive safely, observe all traffic laws, speed limits and related rules of the road, and maintain the security of the vehicle and its contents. The use of hand-held cellphone is **prohibited** while operating vehicles.
- When riding in or operating the Town vehicles, safety belts shall be worn by all.
- Employees shall promptly report to their supervisor or Department Head any accident with any Town vehicle that is operated by them or in their charge. Notification should be made to the local police agency so that a report can be prepared.
- If, in the event of an accident, carelessness or negligence on the part of the operating employee is determined to be a contributing factor, charges will be brought against the employee, leading up to termination. Drivers are responsible for any driving infractions or fines that result from their driving and must report them to their supervisor.
- No one other than authorized Town employees is authorized to drive or ride in Town vehicles, unless prior approval has been obtained from the Town Manager.
- Employees may transport citizens in the Town vehicles only for an authorized purpose, and/or with the approval of a Department Head.
- Smoking is strictly prohibited in Town vehicles.

TAKE HOME VEHICLES

Employees with an assigned take home vehicle will be subject to a bi-weekly taxable fringe benefit as per the IRS Commuting Rule. The Town does not allow the employee, nor any individual whose use would be taxable to the employee, to use the vehicle for personal purposes other than for



commuting or de minimis personal use (such as a stop for a personal errand on the way between a business delivery and the employee's home).

CREDIT CARDS

The Town recognizes that in certain instances, it is in its best interests to issue a Town credit card to certain employees. Town credit cards are limited to employees in positions that demonstrate that having a credit card shall assist them in performing their assigned responsibilities. Any issuance of a Town credit card must first be authorized by the Town Manager.

The credit card may only be used for the purchase of goods or services related to the official business of the Town. It is not to be used for any personal business.

Any employee that is issued a Town credit card is responsible for the card's protection and custody and shall immediately notify the Finance Director, if the card is lost or stolen.

The issuance of a Town credit card is a privilege that may be revoked at any time. Any card holder found in violation of this policy may be forced to surrender the card and may be subject to discipline. Employees shall surrender their Town credit card upon request, including at the time of termination.

SAFETY

The Town believes in maintaining safe and healthy working conditions for its employees. Establishment and maintenance of a safe work environment is the shared responsibility of the Town and employees from all levels of the organization. The Town will attempt to do everything within its control to assure a safe environment and compliance with federal, state and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. All perceived safety hazards are to be reported immediately to the Town Manager, Department Supervisor, or the Human Resources department.

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If an employee observes an unsafe condition, the employee should warn others, if possible, and report that condition to the Town Manager, Department Supervisor, or the Human Resources department immediately. If an employee has a question regarding the safety of the workplace and practices, ask a supervisor for clarification. Any issues on safety will be investigated and rectified to ensure employees safety at work.

To achieve the goal of providing a safe workplace, each employee must be safety conscious. The Town encourages employees to provide suggestions to enhance the work experience through comments, suggestions, or complaints.

GENERAL SAFETY RULES:

- OSHA approved footwear is to be worn if deemed required by department.
- All issued Personal Protective Equipment (PPE) such as eyewear, back braces, hard hats, safety vests, hearing protection and all others are always to be used as appropriate for the task assigned.



- All employees must follow the standard method of lifting. If the load is over twenty-five (25) pounds, back braces are required to be worn. If the load is over fifty (50) pounds, you must obtain assistance.
- All spills, broken glass, debris or any other hazard, must be cleaned up if you are assigned to complete such activities and if you are not able to complete the cleanup, you are to report the issue to a supervisor or Department Head immediately.
- Any defective tools/equipment/machines must be taken out of service and reported to a supervisor or Department Head immediately.
- All machines/equipment must be operated in a safe manner. Shut off/unplug any machines/equipment before making any adjustments, cleaning or repairs.
- Report all accidents or injuries to your supervisor or Department Head immediately. You must complete the required written reports as required as soon as possible. This report should be forwarded to the Human Resources department immediately. Failure to file the required reports, may lead to delays in the subsequent investigations which can affect medical benefits and possible disciplinary action.
- Any employees that come into contact with any type of body fluids/waste must adhere to the Center for Disease Control Universal Precaution Guidelines.
- All unknown materials are to be considered hazardous and appropriate precautions taken.
- Filing false statements, reports, timesheets and all other documents constitutes a falsification of records and is subject to immediate termination.
- MP3 Players, headphones and all similar type devices during working hours is prohibited except for authorized break and lunch periods. Single ear Bluetooth devices for phone use is permitted.

BUILDING SECURITY

In order to ensure the security of the Town Hall, all visitors will be required to be escorted by Town personnel while in secured areas. All visitors must report to the receptionist and advise their reason for being in the building. The front door to Town Hall will always be locked, and all visitors will enter through the rear door.

After Town Hall working hours, the rear door to Town Hall will be locked, and visitors are to utilize the intercom at the rear of Town Hall to request admittance. During this after-hours period, caution should be exercised when admitting persons to utilize the telephone, restrooms, or water fountain as the building is closed. Any person that is found in the secured areas of the building who is unknown should be challenged as to their business in Town Hall.

The following visitors do not require escort; however, their movements should be limited: Any Government Official (Town of Pembroke Park, other Municipalities, County, US Government). family members of employee, visitors who are personally known, recognized, or whose purpose (such as repairman) has been previously announced.

Acceptable Use Policy

The Acceptable Use Policy establishes a minimum set of rules of behavior for users of Town of Pembroke Park (TPP) IT (Information Technology) resources. Personal and Contractor owned



devices that are connected to TPP systems or used to store TPP or client related data are also considered IT resources.

ENFORCEMENT

Users of IT Resources who violate these rules of behavior may be subject to company disciplinary action and/or criminal prosecution. Such action will be at the discretion of the appropriate TPP management in conformance with the Disciplinary Action Policy section in the employee handbook and TPP Information Security Policy. Third party users who violate these rules of behavior may be subject to account revocation and/or

ETHICAL AND APPROPRIATE USE

TPP provides the IT Resources to assist users in performing their job responsibilities. The resources are to be used for legitimate and authorized business purposes only. Incidental and reasonable personal use of TPP's IT Resources (e.g. Internet, email) is acceptable, if it does not consume more than a trivial amount of Company resources (financial, bandwidth, etc.), adversely affect the intended business use of the IT Resources, or impair a user's job performance.

The display of any sexually explicit image, document or text on any IT Resources is prohibited and in violation of TPP's sexual harassment policies. Sexually explicit material may not be accessed, archived, stored, distributed, edited or recorded using any IT Resources. Material that is, or could reasonably be regarded as, derogatory or discriminatory based on race, sex, religion, national origin, age, sexual orientation or disability, or is fraudulent, harassing, embarrassing, profane, obscene, intimidating, defamatory or otherwise unlawful, may not be sent, either within TPP or from TPP to someone outside TPP, by email or other form of electronic communication (such as bulletin board systems, newsgroups and chat groups) or displayed or stored using IT Resources.

In their use of IT Resources, users must comply with all state, federal and international laws, including the laws and regulations of any state, city, province or other jurisdiction and any laws governing intellectual property and online activities. Users are prohibited from using TPP's IT Resources for any other business solicitation or profitmaking activities. Without prior written permission of the Chief Information Officer, IT Resources may not be used for dissemination or storage of commercial or personal advertisements, solicitations or promotions

USER MONITORING AND PRIVACY

Users acknowledge that they have no expectation of privacy regarding their activity on TPP IT Resources.

All TPP IT Resources are always subject to monitoring and auditing. Users should expect that electronic communication may be accessed by authorized supervisors, local system administrators, Information Security, Legal and Human Resources with or without the permission of the employee. However, no other users may monitor or access IT Resources of another user without the express approval of the Chief Information Officer and Chief Human Resources Officer

PASSWORDS AND USER IDS



Passwords for all TPP IT Resources are considered private and confidential. Users are prohibited **from sharing any of their system passwords with anyone.**

Note: In the process of troubleshooting an end user issue with an IT Resource over the phone or in person, a Technical Support associate may need to reset a users' password. If the user has any reason to question any aspects of the way the Technical Support technician is handling the situation, they should contact mpakula@townofpembrokepark.com. Technical Support Technicians **WILL NOT** send notifications directing users to change an existing password to a specific password; or otherwise solicit their password to be submitted via message. Such methods are often unsolicited attempts on public services such as banking to obtain unauthorized access to an account. If this happens, contact mpakula@townofpembrokepark.com

To minimize the risk of compromising systems as a result of poor password selection, users are responsible for selecting passwords that are difficult to break. **Wherever technically supported and not configured centrally**, the following password criteria should be employed:

- Passwords must be a minimum of 8 Characters.
- Passwords should have 3 or more of the following types of characters:
 - Lowercase characters
 - Uppercase characters
 - Numbers
 - Symbols
- Passwords must be changed every 120 days, and passwords must not be re-used for at least 6 iterations.
- Dictionary words, derivatives of User IDs, and common character or easily guessable sequences such as "123456", "Password", may not be used.
- Personal details such as a spouse's name, social security numbers, and birthdays may not be used unless accompanied by additional unrelated characters.
- Proper names, geographical locations, common acronyms, and slang may not be used.
- Personal Identification Numbers (PINs) may be used for authentication on designated systems (such as voicemail), in instances where the target asset is low sensitivity, the system does not support passwords, or the PIN is used in conjunction with another factor to authenticate the user (such as a hard-soft token or device fingerprint, out of wallet/knowledge-based authentication). If exposed or compromised, passwords/pins must be changed immediately. **Passwords/pins must not be written down**
- Passwords must not be saved or "remembered" within applications (i.e. when a dialog box has a 'save password' box to check).
- Passwords must not be hard coded into programs/function keys/macros etc.
- Passwords must not be stored in an unencrypted format

USER ACCOUNTABILITY



User access to IT Resources is tied directly to an individual's User ID. Users are accountable for all actions associated with the use of their assigned User ID and will be held responsible for unauthorized actions found to be intentional, malicious, or negligent. Each user must protect their user ID by:

1. Never allowing another person to use or share his/her logon session; because the session is directly associated with an individual's User ID, the user is personally accountable for all actions performed with the ID.
2. Locking the workstation or logging off an active session when leaving the workstation

DATA CONFIDENTIALITY AND SECURITY

All data on TPP IT resources is classified as Company Confidential information, unless otherwise specified. If you come into contact with sensitive (i.e. Highly Confidential) company, associate, or customer information (i.e. credit card numbers, personally identifiable information, protected health information) that you were not the intended recipient of, or otherwise do not have business justification to access, notify the Information Security department immediately.

Information must be handled in accordance with requirements associated with its classification. Users are prohibited from sharing TPP Confidential or Highly Confidential information with a third party unless the third party has been authorized to receive that information in accordance with the Third-Party Management Program.

UNAUTHORIZED ACCESS

Users are forbidden from taking actions that are intended to breach or may result in a breach of TPP's or any other companies' or individuals' security, confidentiality or privacy of information assets. These actions include, but are not limited to:

1. Accessing an account not assigned to the user or one in which they have not been expressly authorized.
2. Taking actions meant to capture information to which the user is not authorized, such as network sniffing, network mapping, port scanning or vulnerability scanning.
3. Circumventing any authentication or security mechanism.
4. Interfering with or denying service to any authorized user or process. Users should note that the **ability** to perform an action does not correspond with the **authority** to perform that action

Note: Designated personnel may perform the above listed activities in the course of their duties. These individuals authorized by the TPP Chief Information Security Officer. No other individuals may perform these functions, regardless of their intent.

DENIAL OF SERVICE

Users may not initiate actions which results in limited or preventing other authorized users or systems from performing authorized functions by deliberately generating excessive network traffic (with the exception of performance or load testing by the IT department), and thereby limiting or blocking telecommunications capabilities. This prohibition includes:



- The creation or forwarding of unauthorized mass mailings such as “chain letters”.
- Messages with excessively large attachments or embedded graphics that consume large quantities of network bandwidth or streaming excessive video/music.

MALICIOUS CODE

Users are prohibited from intentionally writing, compiling, copying, propagating, executing, or introducing in any manner any code designed to self-replicate, damage, or otherwise hinder the performance of any TPP IT Resource. Examples of these include computer viruses, worms, and Trojan horses.

To prevent this from occurring, unsolicited emails with suspect subject lines/text, attachments, hyperlinks, even if from a known individual, should not be opened or executed. Antivirus/antimalware/antispymware software, device specific firewalls, and other security software installed by the IT Department on company PCs, servers, and other devices should not be suspended, removed, or otherwise interfered with without express approval from the IT Infrastructure department. Users should take reasonable precautions to prevent the propagation of malicious code amongst TPP IT Resources by evaluating the credibility of a link, email, SMS, or attachment received by a user.

TIPS FOR EVALUATING CREDIBILITY INCLUDE:

- Evaluating what was received.
- Does it appear to be a Microsoft Office (Word/Excel) or Adobe document but carry a different file extension (i.e. '.exe')?
- If it includes a link/URL, does it look odd or attempt to download or execute a file? For example, links that make use of a subdomain such as [www.<legitamite_destination>.<fake_destination>.com](#) or use top level domain such as “.in” or “.tk” verses “.com” or “.net” may be suspicious.
- Is it soliciting an action from you, such as divulging personal or corporate information about you or others, such as phone numbers, titles, user IDs/passwords, company procedures?
- Is it asking you to download or install something?
- Evaluating the source.
- Is this a known source whose identity has been reasonably confirmed, and should be contacting you?
- If it is a known sender, are there signs that they are being impersonated by sending a non-specific message, requesting something unusual, or leveraging an unusual communication medium?

PERSONAL (USER OWNED/LEASED) AND CONTRACTOR DEVICES

Only TPP owned/leased/managed personal computers are permitted to access the Corporate Network. Contractor and employee computers may connect to designated guest networks.



Personal mobile devices including smartphones and tablets are permitted to connect to TPP systems through the enterprise Mobile Device Management (MDM) utility.

See “Mobile Devices” section for further provisions

Personal mobile devices are prohibited from connecting to the TPP corporate Wi-Fi network, but are permitted to connect to designated guest networks

MOBILE DEVICES - SMARTPHONES, TABLETS, PERSONAL DIGITAL ASSISTANTS, AND JUMP DRIVES

Smartphones or Tablets that access TPP systems may only do so provided they are secured with the company-provided Mobile Device Management utility. TPP Information Technology will provide limited support for personal devices approved to access company resources. Support is limited to the Mobile Device Management utility and any other TPP- provided software. Users are responsible for:

1. Costs associated with wireless data plans, personal software purchases/licensing, replacement of lost device, repairs to damaged device.
2. Registering and maintaining device warranty.
3. Service/billing disputes with seller/wireless carrier.
4. Backing up all personal data.
5. Device troubleshooting with manufacturer or wireless carrier

TPP-provided mobile devices are supported by the TPP IT Department. Users are responsible for the following:

1. Costs associated with personal software purchases/licensing.
2. Backing up any personal data.

Users are required to notify the Service/Help Desk immediately in the event of a lost or stolen mobile device, or a device that is sold, given to another individual, sent for repair, or disposed of. Devices will be wiped remotely or reset in the following scenarios:

- Device is lost, stolen, changes custody, or believed to be compromised.
- User is found to be in violation of this policy.
- User no longer has a working relationship with TPP.
- User fails to authenticate successfully after an established number of attempts, in which case the device will be configured to automatically reset.

Users who connect personal devices through the corporate Mobile Device Management Utility recognize and understand that some functionality may be disabled to preserve the security and effective utilization of TPP IT Infrastructure. TPP retains the right to perform limited monitoring and take certain actions on personal mobile devices configured to access TPP data or systems.

TPP may monitor and/or block any activity when leveraging the corporate network as the conduit to the Internet (e.g. browsing the internet while connected to corporate Wi-Fi). TPP may monitor



or inspect security configurations, Mobile Device Management (MDM) profiles, and operating system version/patch levels. TPP may block some devices if found to present risk to TPP data or systems.

TPP will perform a “selective wipe” of a device if lost or stolen, which will only remove company data.

TPP may leverage device location monitoring to aid in the recovery of lost or stolen devices. Users are prohibited from compromising, replacing, or significantly altering the operating systems of mobile devices (e.g. jailbreaking or rooting a smartphone or tablet). Devices that are found to have been inappropriately configured in this regard will be blocked from accessing the TPP environment.

Mobile devices with Wi-Fi capability should not be configured to connect automatically to unsecured wireless access points. Wi-Fi capabilities should be turned off when not in use. Mobile devices should not be configured to download Apps from Third Party marketplaces or other untrusted sources. Third party marketplaces circumvent screening and protections put in place by Operating System manufacturers and can be a source of mobile malware.

The Apple App store, Android Marketplace, BlackBerry App World and Windows App Store are examples of de facto platform marketplaces.

Direct downloads from websites or Third-Party marketplaces not endorsed by platform manufacturers should be avoided. Users are prohibited from inserting jump drives, flash drives or any peripheral devices whose origin is not trusted into TPP devices. Jump drives whose origin is known must be scanned by Antivirus/Antimalware utilities prior to use. Highly Confidential company data may not be stored on jump drives or flash drives without the use of encryption.

Users are prohibited from configuring devices to connect to assets not specifically sanctioned or supported by the Information Technology department. Users are prohibited from texting, emailing, surfing the internet, or other distracting activities while operating a motor vehicle. Users should leverage hands free calling capabilities while driving, in accordance with local laws and as necessary to ensure the safety of the user and others

MESSAGING (EMAIL, TEXT, SMS, INSTANT MESSAGE)

To limit capacity and email processing performance issues, do not use TPP corporate email accounts to sign up for non-work-related solicitations and notifications. The following rules are required by law and are to be strictly adhered to:

1. It is strictly prohibited to send or forward messages containing libelous, defamatory, offensive, racist or obscene remarks. If you receive message of this nature, users must promptly notify their supervisor.
2. Do not forge or attempt to forge messages.
3. Do not send messages using another person’s account.
4. Do not disguise or attempt to disguise your identity when sending messages



Users should not transmit sensitive information via messaging systems, such as usernames, passwords, credit card information, and social security numbers. If it is necessary to send sensitive information via email, encryption must be used.

Users are prohibited from sending broadcast e-mails such as chain letters, advertisements that are for personal gain or use.

Users are prohibited from using personal email accounts (Gmail, Yahoo, AOL etc.) to conduct TPP business. Email accounts should only be publicized for TPP business use.

Users are Prohibited from Turning ON I Message in Town owned I Phones. This Feature must always remain **DISABLED**.

INTERNET USAGE

Users are prohibited from using public cloud or other third-party services not procured by TPP IT (such as Gmail, Google Docs, Dropbox) to store or transmit TPP Confidential or Highly Confidential data. Do not download unauthorized content, files or software from the Internet. Do not engage in personal Internet activity that interferes with normal business activities. Any personal use cannot:

- Be associated with for-profit outside business activity,
- Involve solicitation, or
- Impact the TPP brand identity

Do not engage in inappropriate or potentially harmful Internet or communications activities, including but not limited to:

- Posting or disclosing non-public TPP information on any publicly accessible Internet computer, bulletin board, chat room, blogs and social media sites.
- Clicking on pop-up links on social media and other websites.
- Participating in gambling activities.
- Using the Internet for unlawful or malicious activities.
- Accessing pornographic or other objectionable material.
- Using abusive or objectionable language or harassment.
- Violating trademark or copyright laws.
- Misrepresenting oneself or TPP.
- Engaging in other activities that could cause congestion and disruption of networks and systems, including the sending of chain messages.
- Responding to external inquiries when not authorized to do so (e.g. press inquiries, sales calls).

When using social media, disclosing TPP information or otherwise representing yourself as a TPP Employee is prohibited. Professional networking sites such as LinkedIn are acceptable, providing



company information is not disclosed therein. Designated employees who manage TPP's social networking assets are exempt from this provision within the confines of TPP social media accounts

SOCIAL MEDIA, SOCIAL NETWORKING, AND BLOGGING

This document defines the social networking and social media procedure for the Town of Pembroke Park, the "Town". To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, Town departments may consider using social media tools to reach a broader audience. The Town encourages the use of social media to further the goals of the Town and the missions of its departments, where appropriate. The Town has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites. This procedure establishes guidelines for the use of social media.

PERSONAL USE

All Town employees may have personal social media accounts/blogs. These accounts/blogs should remain personal in nature and be used to share personal opinions or non-work-related information. Following this outline helps ensure a distinction between sharing personal and Town views.

Town employees must never use their Town e-mail in conjunction with any personal social media accounts/blogs.

The following guidance is for Town employees, who decide to have personal social media accounts/blogs or who decide to comment on posts about official Town business:

- Always state your name and, if relevant, role, when discussing Town business.
- Use a disclaimer such as: "The postings on this site are of my own and don't reflect or represent the opinions of the Town of Pembroke Park, for which I work."
- Always write in the first person and please consider that even anonymous postings on blogs/social media accounts can be traced.
- When participating in online communities, the employee should not misrepresent himself or any roll he/she may have within the Town.
- Think twice before posting. The employee is personally responsible for the content published on blogs, Wikipedia or any other form of user-generated media. Please remember that postings on the internet, even if removed/deleted by a user, are either permanently archived or could be saved as screen shots by other users, meaning that everything an employee publishes could be visible to the world permanently. Prior to publishing any post that could make a viewer uncomfortable, employees should review and reconsider that post. If the employee remains unsure and the post is related to the Town, the employee should speak with the Public Information Officer or Human Resources Department.
- Employees should not post comments on work-related legal matters unless he/she has received written legal approval by the Town to do so.
- The use of ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the Town's workplace is strictly prohibited. Proper consideration for



the privacy of others and for topics that may be considered objectionable or inflammatory (like religion or politics) should be exercised.

- Personal grievances and/or comments that compromise or disrupt the efficient operation of the Administration or represent the Town in a negative light are discouraged.
- Employees must refrain from speech containing obscene or sexually graphic or explicit material, images, acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias.
- Employees should ensure that all Facebook, Linked-in, Twitter, Instagram or YouTube profiles and related content are consistent with how he/she wishes to present himself/herself with clients and colleagues.
- Do not create a link to the Town's website.
- Do not use the Town's Seal, logo, other intellectual property, or proprietary graphics, or any copyrighted materials.

Employees are responsible for what they post online. Employees who engage in blogging or social networking on the Internet should be mindful that their postings, even if done off premises and while off duty, could have an adverse effect on the Town's legitimate business interests.

REMOTE ACCESS

Any IT Resource used for remote access to TPP IT Resources that is not the property of TPP must be configured to comply with TPP Information Security Policies, Standards, and Procedures. Remote access to the TPP network may not be conducted with a personal or public (i.e. kiosk or internet café) computer. Outlook Web Access is excluded from this provision as it does not facilitate connectivity to the company network. Outlook Web Access should generally not be used on public or kiosk type computers as they may have malware installed.

See section entitled "Mobile Devices" for provisions specific to related devices

SOFTWARE

Peer to Peer File Sharing programs such as BitTorrent clients, Kazaa, LimeWire, Napster etc. are not permitted on IT Resources. Remote Control/Remote Administration software (e.g. PC Anywhere or Microsoft Remote Desktop Connection, Pocket PC) are not permitted to manage IT Resources, with the exception of those used in an official capacity by the Information Technology department to provide support and administration activities. Users are prohibited from installing Shareware/Freeware, or any software not licensed specifically to TPP.

PHYSICAL SECURITY AND UNATTENDED EQUIPMENT/INFORMATION

Users are responsible for the physical security of IT Resources provisioned to them. Portable devices such as laptops, phones, and tablets should not be left unsecured when left for extended periods, whether within TPP facilities or offsite. Portable devices should be physically locked in a cabinet or through use of a cable when left anywhere for extended periods. Portable devices



should not be kept in the passenger compartment of cars but kept out of site and locked in the trunk.

Users staying in hotels should not depend on the security of the hotel room to protect a portable device. Devices left for extended periods should be cable locked or put into a hotel safe. When travelling by air, laptops should be identified with a luggage tag, taken as carry-on luggage whenever possible, and kept in constant contact aboard the aircraft or when in an airport.

Terminate active sessions when finished and secure the workstation or mobile device with an appropriate locking mechanism when leaving the system unattended (i.e. password protected screen saver). Maintain a clean and secure desk and/or work area to reduce the risks of information being inappropriately disclosed, used, altered or destroyed. Remove printouts and faxes from devices immediately. Dispose of documents labeled Confidential or Confidential/Proprietary in appropriate locked shred bins or shred them using a cross-cut type shredder.

SECURITY INCIDENTS

Users and management are required to report all security incidents or suspicious activity (viruses, intrusion attempts, system compromises, offensive emails, inadequate protection of sensitive data, phishing attacks) to the Service/Help Desk or the Information Security department (mpakula@townofpembrokepark.com) as soon as encountered.



DEFINITION OF TERMS

Anniversary Date – The calendar date on which any of the following occur: Completion of probationary period, Promotion or demotion to another position

Appointing Authority – The Town Commission or department heads who have the authority to appoint or remove employees under their jurisdiction.

Classification – A position or group of positions which involve a comparable level of duties and responsibilities and similar qualifications and is designated by a title indicative of the kind of work and for which the same pay range can be applied with reasonable equity.

Classification Plan – A thorough compilation of job descriptions which have been organized according to class.

Compensation – Wages, salaries, fees, allowances, and all other forms of valuable consideration or the amount of any one or more of them paid to an employee, by reason of service rendered in any position, but not including any allowances for expenses authorized and incurred as incidental to employment and which may be separately authorized and/or reimbursed.

Compensation Plan – A schedule of compensation established for each class of positions so that all positions of a given class shall be paid in the same pay range established for the class.

Data Information Assets – Any data, electronic file, record, printed material, message or communication, etc. This is to include ALL data residing in, accessed by, processed by, used, by, transmitted by or through, or generated by those information assets regardless of its medium, media, format, or storage device from its creation or inception through its disposal

Department Head – Employees of the Town designated to be head of a department.

Demotion – A change in employment status from a position of one class to a position of another class having a lower maximum pay rate than the original class.

Dismissal – Complete separation of an employee from the employment of the Town.

Employee – Any employee of the Town covered by the provisions of these rules and regulations.

(FLSA) Exempt Employment – Employees who are exempt from the overtime provisions under the definitions of the Fair Labor Standards Act (i.e. salaried employees).

Full Time Employee – An employee who has successfully completed the probationary period and who works 40 or more hours per week.

Hardware Information Assets – Any hardware, personal computer, server, workstation, network, router, switch, tape, CD, disk, mobile computing device (phones/smartphones/PDAs, tablets, jump drives/flash drives)

Information Technology (IT) Resources - Any of the following information assets, which are purchased by, owned by, leased to, contracted by, operated by, used by, or controlled by TPP regardless of media, form, or format.

Temporary Employee – Employee whose tenure is intended to be of limited duration (i.e., filling in for illness, vacations, summer months, maternity leave) and usually not to exceed six months in duration. Such employment may be either full or part time.



Job Description – A narrative statement describing the current duties, responsibilities, general requirements, and qualifications for a single position.

Layoff – Separation of a permanently appointed employee from a position in the personnel system because of the reduction on workload available, lack of funds by the Town, abolishment of the position after study, material alteration in the organization or for other related causes.

Overtime – Overtime is any hours worked in excess of the scheduled work hours.

Performance Evaluation – The periodic evaluation or appraisal of an employee's work performance.

Part-Time Employee – Any employee who works less than forty (40) hours per week.

Probationary Employee – An employee who has:

- Not completed the required probationary period; or
- Been placed into probationary status for cause.

Probationary Period – A working test period and an integral part of the evaluation, testing, and/or examination process during which the employee is required to demonstrate fitness for the position by satisfactory performance of the duties of the position and by satisfactory conduct and attendance as prior conditions to receiving permanent status. Initial probationary periods shall normally be one year for Fire Department personnel included in the collective bargaining unit and six months for all other employees. Employees placed on probation for cause may be placed into that status for durations determined by their department heads or the Town Commission.

Promotion – The upgrading of an employee from a position of one class to a position of another class which has a higher maximum pay rate.

Reclassification – The action taken to officially change an existing position to a different appropriate class because of a change in the duties, responsibilities, and/or requirements of the existing position, or because of a revision to the classification.

Resignation – The voluntary termination of employment by an employee.

Software Information Assets – Any software, program, business application, operating system, script, macro, service, voicemail system, Intranet/Extranet, etc.

Suspension – Enforced leave of absence, without pay, of an employee for disciplinary purposes or, with or without pay, as determined by the Town Commission, during the investigation of alleged misconduct of the employee.

Temporary employee – An employee employed for a period of up to 90 days, when permanent employment for the job to be performed is not anticipated.

Transfer – Change of an employee from one position to another.

Users - Users of IT Resources include company and affiliate employees, contractors, and consultants, and any other individual under TPP's control or influence, that directly accesses IT Resources.

Vacancy – A position established in a current budget as duly created and not currently occupied by an incumbent



ACKNOWLEDGMENT AND RECEIPT

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Town of Pembroke Park, and I understand that I should consult with the Department of Human Resources, or Town Manager regarding any questions not answered in the handbook. I have entered my employment relationship with Town of Pembroke Park voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or Town of Pembroke Park can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that no manager, supervisor, or representative of Town of Pembroke Park has any authority to enter into any agreement for employment other than at-will.

This manual and the policies and procedures contained herein supersede all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Town of Pembroke Park. By distributing this handbook, Town of Pembroke Park expressly revokes all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Town of Pembroke Park, and the Town reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. The Town Manager can adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Town of Pembroke Park is employment at-will, which may be terminated at the will of either Town of Pembroke Park or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Town of Pembroke Park or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

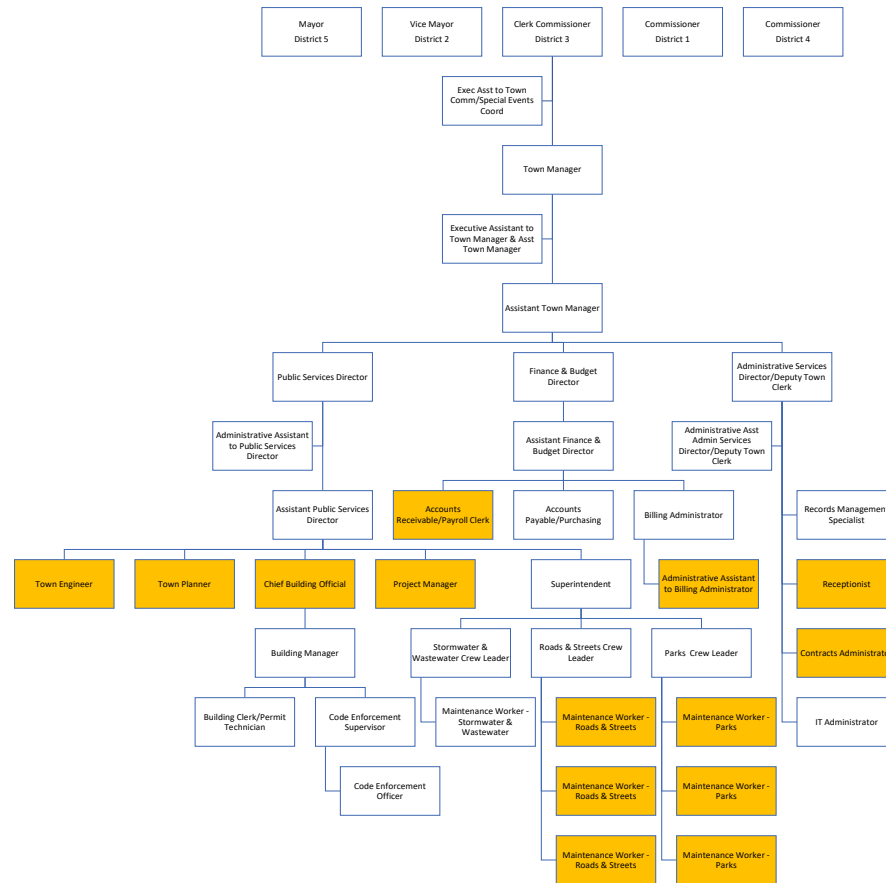
Employee's Signature

Employee's Name (Print)

Date

Town of Pembroke Park Current Organizational Chart

Town of Pembroke Park is a Commission Form of Government

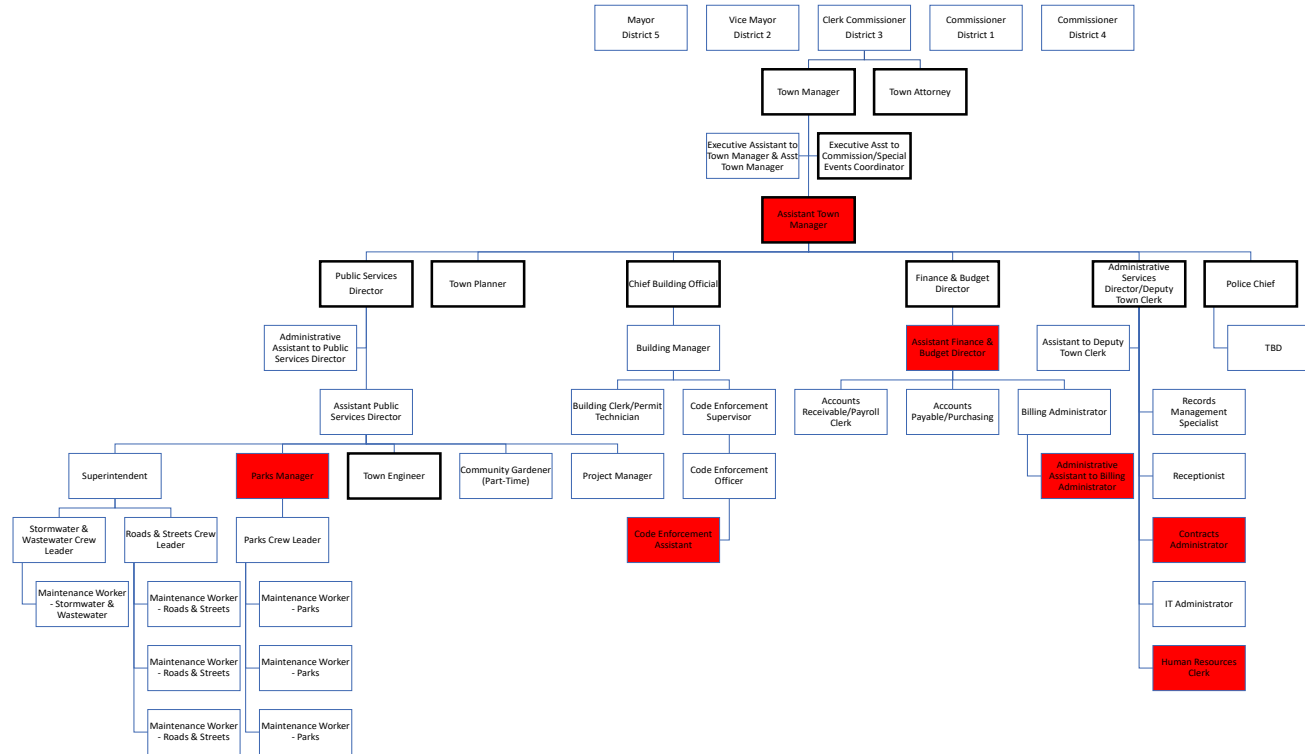


Dotted Line Reporting: describes the relationship between an employee and a secondary supervisor/leader that provides additional oversight and guidance to the employee in the execution of his/her work. The secondary supervisory/leader has some degree of influence, but the position officially reports to the other supervisor/leader directly. Dotted Line Reporting should serve as a professional relationship where all involved employees are able to share information in order to execute their various duties and assignments.

Town Mayor & Commission Dotted Line Reporting: Each Town of Pembroke Park Elected Official has a dotted line reporting structure with certain Department Heads/Directors for their specific area of focus. Refer to the Executive Summary for more information. Dotted Line Reporting for Employees: All employees that report directly to the Town Mayor & Commission have a dotted line reporting to the Town Manager, as all positions within the Town fall under the supervision and direction of the Town Manager. *It is important to note that the positions of Executive Assistant and Administrative Assistant are NOT higher ranking positions, but simply may show "above" in the org chart in comparison to other positions in order to accurately reflect the direct reporting structure.

Town of Pembroke Park Recommended Organizational Chart

Town of Pembroke Park is a Commission Form of Government
Presented 9/23/2020



Dotted Line Reporting: describes the relationship between an employee and a secondary supervisor/leader that provides additional oversight and guidance to the employee in the execution of his/her work. The secondary supervisory/leader has some degree of influence, but the position officially reports to the other supervisor/leader directly. Dotted Line Reporting should serve as a professional relationship where all involved employees are able to share information in order to execute their various duties and assignments.

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Memorandum

TO: Juan Carlos Jimenez, Town Manager

CC: Harry Taubenfeld, Finance & Budget Department

FROM: Yolanda Menegazzo, Human Resources

DATE: September 14, 2020

SUBJECT: Formal Succession Plan & Salary Adjustment for Michelle Grooms, Billing Administrator

The position of Billing Administrator will undergo a formal succession plan that will take anywhere from 12 to 18 months of training for the incumbent to be successful in this role. Cross training and clerical support in the Billing Department will begin immediately.

Additionally, Mrs. Grooms requested a formal review of her salary for an adjustment to an annual amount of \$86,062.75. Her current salary is \$75,067.20. Therefore, the requested increase would represent approximately 15%. Should the Town Manager and Town Commission be in agreement, the increase would be effective immediately upon approval.

Below are the details as to why we believe the salary adjustment is warranted. Please be aware that the requested salary exceeds the salary cap for the Billing Administrator position.

- Mrs. Grooms will take lead on the transfer of institutional knowledge during the implementation of a newly automated billing system.
- Aside from the level of responsibility during the new software implementation, Mrs. Grooms will transition into a supervisory role while training her successor.
- Mrs. Grooms has been a loyal employee to the Town of Pembroke Park for approximately 30 years and has been proactive in wanting to develop a succession plan in order to leave the Town in good standing and ensure that the Billing Department remains efficient after her retirement.
- Mrs. Grooms was also one of the employees affected by the pay cuts in 2018.

Mrs. Grooms would no longer be eligible for performance evaluations, but she will be eligible for COLA increases.

Please do not hesitate to contact Human Resources should you have any questions or concerns. Thank you.



Town of Pembroke Park

PERSONNEL STATUS CHANGE

Employee Number _____ Name Joy Brown Effective Date 06/15/2020

☐ NEW HIRE		☐ REHIRE		☒ OTHER (change of address, deductions, etc)	
STREET ADDRESS			CITY	STATE	ZIP CODE
SOCIAL SECURITY NUMBER		MARITAL STATUS	DATE OF HIRE	ANNIVERSARY DATE	DATE OF BIRTH
STARTING RATE	GRADE/STEP	HOURLY	WEEKLY	ANNUALLY	FULL OR PART TIME

RATE CHANGE						
STATE REASON:						
	JOB TITLE	DEPARTMENT	GRADE/ STEP	HOURLY	WEEKLY	ANNUAL
F R O M	Executive Assistant to Commission/Events Coordinator					\$46,096.60
T O	Executive Assistant to Commission/Events Coordinator					\$50,000.00

LEAVE OF ABSENCE			
STATE REASON: _____ (VACATION, SICK, BEREAVEMENT, ETC.)			
DATES		NUMBER OF SICK DAYS	ADVANCED VACATION CHECK
FROM:	TO:		

TERMINATION			
☐ RESIGNATION		☐ DISCHARGE	
☐ LAYOFF		☐ RETIREMENT	
LAST DAY ON PAYROLL	ACCRUED TIME DUE:	VACATION	OTHER
MAIL FINAL CHECK TO THE FOLLOWING ADDRESS:		HOLD CHECK	OTHER INSTRUCTIONS

NOTES:
 Change of salary in accordance to duties and responsibilities as Executive Assistant to Town Commission/Events Coordinator.

X _____	X _____	DATE
EMPLOYEE NAME	EMPLOYEE SIGNATURE	
X _____	X _____	DATE
DEPT. HEAD NAME	DEPT HEAD SIGNATURE	
X _____	X _____	DATE
TOWN MANAGER NAME	TOWN MANAGER SIGNATURE	
X _____	X _____	DATE
HUMAN RESOURCES NAME	HUMAN RESOURCES SIGNATURE	



Town of Pembroke Park

PERSONNEL STATUS CHANGE

Employee Number _____ **Joy Brown** _____ 10/1/2020
 Name Effective Date

☐ NEW HIRE		☐ REHIRE		☒ OTHER (change of address, deductions, etc.)	
STREET ADDRESS			CITY	STATE	ZIP CODE
SOCIAL SECURITY NUMBER		MARITAL STATUS	DATE OF HIRE	ANNIVERSARY DATE	DATE OF BIRTH
STARTING RATE	GRADE/STEP	HOURLY	WEEKLY	ANNUALLY	FULL OR PART TIME

RATE CHANGE						
STATE REASON:						
	JOB TITLE	DEPARTMENT	GRADE/ STEP	HOURLY	WEEKLY	ANNUAL
F R O M	Executive Assistant to Commission/Special Events	Admin				\$46,096.60
T O	Executive Assistant to Commission/Special Events	Admin				\$50,000.00

LEAVE OF ABSENCE			
STATE REASON: _____ (VACATION, SICK, BEREAVEMENT, ETC.)			
DATES		NUMBER OF SICK DAYS	ADVANCED VACATION CHECK
FROM:	TO:		

TERMINATION			
☐ RESIGNATION		☐ DISCHARGE	
☐ LAYOFF		☐ RETIREMENT	
LAST DAY ON PAYROLL	ACCRUED TIME DUE:	VACATION	OTHER
MAIL FINAL CHECK TO THE FOLLOWING ADDRESS:		HOLD CHECK	OTHER INSTRUCTIONS

NOTES: Change in salary in accordance to duties and responsibilities as Executive Assistant to Town Commission and Special Events Coordinator. Change from Non-Exempt (Hourly) to Exempt (Salaried)

X _____	X _____	_____
EMPLOYEE NAME	EMPLOYEE SIGNATURE	DATE
X _____	X _____	_____
DEPT. HEAD NAME	DEPT HEAD SIGNATURE	DATE
X _____	X _____	_____
TOWN MANAGER NAME	TOWN MANAGER SIGNATURE	DATE
X _____	X _____	_____
HUMAN RESOURCES NAME	HUMAN RESOURCES SIGNATURE	DATE

RESOLUTION 2020-114

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING MYRIAM JACQUES AS INTERIM PUBLIC SERVICES DIRECTOR; PROVIDING FOR PUBLIC SERVICES DIRECTOR'S COMPENSATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article III, Division 4, Pembroke Park Code of Ordinances, created the office of Public Services Director and provides for the Public Services Director's appointment, compensation, duties, responsibilities, and related matters for the office of Public Services Director; and

WHEREAS, Town Commission intends to solicit applications from qualified candidates to serve as Public Services Director; and

WHEREAS, the Town Commission has determined it is necessary to appoint an Interim Public Services Director until a Public Services Director has been selected and hired by the Town; and

WHEREAS, the Town Commission desires to appoint Myriam Jacques to serve as the Interim Public Services Director.

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

Section 1: That the Town Commission hereby appoints Myriam Jacques to serve as Interim Public Services Director for the Town of Pembroke Park for a period of six months or until a permanent Public Services Director is selected and hired by the Town.

Section 2: That Myriam Jacques shall serve as Interim Public Services Director at the pleasure of the Town Commission, and she shall receive annual compensation in an amount of

Town of Pembroke Park
Resolution No. 2020-114

Ninety-Five Thousand (\$95,000.00) Dollars for the performance of the duties of Interim Public Services Director.

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

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

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

MELISSA P. ANDERSON
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020- MJ Interim Public Services Director.FN24609E.docx



Town of Pembroke Park

PERSONNEL STATUS CHANGE

Employee Number _____ Name **Myriam Jacques** Effective Date **9/9/2020**

☐ NEW HIRE		☐ REHIRE		☒ OTHER (change of address, deductions, etc.)	
STREET ADDRESS			CITY	STATE	ZIP CODE
SOCIAL SECURITY NUMBER		MARITAL STATUS	DATE OF HIRE	ANNIVERSARY DATE	DATE OF BIRTH
STARTING RATE	GRADE/STEP	HOURLY	WEEKLY	ANNUALLY	FULL OR PART TIME

RATE CHANGE						
STATE REASON:						
	JOB TITLE	DEPARTMENT	GRADE/ STEP	HOURLY	WEEKLY	ANNUAL
F R O M	Assistant Public Services Director	Public Services				\$78,520.00
T O	Acting Public Services Director	Public Services			10% Retroactive in Acting Capacity. \$95,000 effective 10/1.	

LEAVE OF ABSENCE			
STATE REASON: _____ (VACATION, SICK, BEREAVEMENT, ETC.)			
DATES		NUMBER OF SICK DAYS	ADVANCED VACATION CHECK
FROM:	TO:		

TERMINATION			
☐ RESIGNATION		☐ DISCHARGE	
☐ LAYOFF		☐ RETIREMENT	
LAST DAY ON PAYROLL	ACCRUED TIME DUE:	VACATION	OTHER
MAIL FINAL CHECK TO THE FOLLOWING ADDRESS:		HOLD CHECK	OTHER INSTRUCTIONS

NOTES: Current salary \$78,520. 10% retroactive effective date of 5/5/2020 through 9/30/2020.
 Increase in salary on 10/01/2020 to \$95,573.57, which places the employee at 50% percentile of salary range for Public Services Director
 as previously done with another employee.

X	X	
EMPLOYEE NAME	EMPLOYEE SIGNATURE	DATE
X	X	
DEPT. HEAD NAME	DEPT HEAD SIGNATURE	DATE
X	X	
TOWN MANAGER NAME	TOWN MANAGER SIGNATURE	DATE
X	X	
HUMAN RESOURCES NAME	HUMAN RESOURCES SIGNATURE	DATE

AGENDA ITEM REPORT



To: Town Manager
Subject: Approval to Attend Training to Obtain Stormwater Operator Certificate
Meeting: 09 23 2020 - DRAFT AGENDA - WORKSHOP COMMISSION MEETING - September 23, 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

This training is necessary to get the certification essential for all Public Works Directors managing stormwater projects. Training Dates: October 14-15, 2020

FINANCIAL IMPACT:

The training fee is \$219 for a 2-day class

RECOMMENDATION:

Approval for Resolution

ATTACHMENTS:

[FSA Training Fees](#)
[FSA Training Dates](#)
[Level 2 Agenda](#)

Training Center Registration Fees

[>Back to the Fogarty Training Center Page](#)

To find out if your organization is a member call the FSA Training Center at 1-888-221-3124.

Classroom Operator Certification Courses (2 day course)

Member NonMember

Level 1 Operator Certification

1st Time Certification / Recertification

\$219.00

\$279.00

Level 2 Operator Certification

1st Time Certification / Recertification

\$219.00

\$279.00

Online Recertification Courses (1.5 hour refresher course)

Member NonMember

Level 1 Operator Recertification

Live Online Recertification Webinar

\$149.00

\$199.00

Level 2 Operator Recertification

Live Online Recertification Webinar

\$149.00

\$199.00

Other Training Classes

Member NonMember

Stormwater Erosion & Sedimentation Control Inspector Training & Certification

\$219.00

\$279.00

Cancellation and Refunds: No refunds, credits or transfers of class fees will be given for cancellations received less than 10 days before a class begins or if a student fails to attend a class. Refunds of class fees (minus a \$25 processing fee) will be given if cancellations are received in writing at least 10 days prior to the start of a class. In the event that a registrant is not able to attend a class, students and their employers are encouraged to send substitute personnel. There is no charge when substituting personnel from the same organization.

Stormwater Operator Certification - Level 2

[>Back to the Fogarty Training Center Page](#)

[L2 Course Agenda](#) - [Fees](#) - [Need to Recertify?](#)

The Florida Stormwater Association's Level 2 program is intended to familiarize stormwater management field supervisors with the tools necessary to effectively implement their organization's goals and objectives. The curriculum was substantially revised last year. It includes leadership skills and communication; basic engineering and functions of stormwater management systems; stormwater permitting and water quality improvement programs; the Community Rating System; budgeting; and, stormwater utility fees. FSA Stormwater Operator Certifications are valid for 5 years.

FSA is currently conducting Level 1 and Level 2 Stormwater Operator Classes in an ONLINE format only.

Online participants will require individual computer access with internet and audio capabilities.

SCHEDULE

All classes are 2 days from 9:00 a.m. - 5:00 p.m.

- **September 1-2, 2020** - ONLINE - Registration for this class is closed.
- **October 14-15, 2020** - ONLINE
[Register Online](#) - [Class Fees](#)

Why Should You Attend?

Successful completion of Level 2 training results in:

- Level 2 Stormwater Operator Certification from FSA
- 6 Parallel CECs for Certified Floodplain Managers
- Eligible for 12 College Credits towards an AAS Degree in Industrial Management Technology
- Fulfillment of [FDEP's training requirements of your MS4 permit](#) for appropriate stormwater management personnel in Erosion and Sediment Control; IDDE; Spill Prevention and Remediation; Good Housekeeping Practices; and, High Risk Facilities.

What's Included?

All course materials will be provided. Please bring your own pen/pencil. There will be a one-hour break for lunch. Students are responsible for their own meals on both days.

Cancellation and Refunds: No refunds, credits or transfers of class fees will be given for cancellations received less than 10 days before a class begins or if a student fails to attend a class. Refunds of class fees (minus a \$25 processing fee) will be given if cancellations are received in writing at least 10 days prior to the **Page 3 of 4**. In the event that a registrant is not able to attend a class, students and their employers are encouraged to send substitute personnel. There is no charge when substituting personnel from the same organization.



**Fogarty Training Center
Level 2 Stormwater Operator Certification
Course Agenda**

Day One

Supervisor's Responsibilities

- Leadership Qualities
- Being an Effective Supervisor
- Worksite Management
- Human Resource Management
- Inter-Departmental Relations
- Inter-Governmental Agencies
- Contractual Agreements

Basic Engineering, Design and Construction

- Significance of the Site Survey
- Design Process
- Right-of-Way and Easements
- Construction Process

Permitting

- Environmental Regulatory Agencies
- Environmental Permits and Regulations

Benefits of Stormwater Maintenance

- National Flood Insurance Community Rating System
- Community Rating System
- National Pollutant Discharge Elimination System
- Municipal Separate Storm Sewer System
- Total Maximum Daily Load
- Basin Management Action Plan

Day Two

Environmental Challenges

- Significance of Public Education/Outreach
- Identification of Illicit Discharges
- High Risk Facilities
- Good Housekeeping Practices
- Concepts of the Erosion Process
- Impacts of Sedimentation
- Construction Site Stormwater Pollution Prevention Plan
- Erosion and Sediment Control Inspections
- Spill Prevention

Budget and Financial Management

- Budget Development Concepts
- Budget Processes
- Budget Implementation

Stormwater Utility Fees

- The Stormwater Utility Concept
- Rate Structure
- Revenues
- Exemptions and Credits
- What Stormwater Utility Local Governments are Reporting

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Stormwater Operator Certification - Level 2

[>Back to the Fogarty Training Center Page](#)

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**Fogarty Training Center
Level 2 Stormwater Operator Certification
Course Agenda**

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Budget and Financial Management

- Budget Development Concepts
- Budget Processes
- Budget Implementation

Stormwater Utility Fees

- The Stormwater Utility Concept
- Rate Structure
- Revenues
- Exemptions and Credits
- What Stormwater Utility Local Governments are Reporting

AGENDA ITEM REPORT



To: Town Manager
Subject: Awarded and Recommended Funding (or Grants) for Projects
Meeting: 09 23 2020 - DRAFT AGENDA - WORKSHOP COMMISSION MEETING - September 23, 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

The list includes all ongoing projects for the Town

RECOMMENDATION:

For information

ATTACHMENTS:

[Awarded and Recommended Grants rev6](#)

Awarded and Recommended Funding (or Grants) for Projects

As of September 16, 2020



No.	Project Title	Requested Amount	Grant	Town Share	Funding Source	Status/Issues
1	Town Hall Shed Roofing	12,850		12,850		roofing is completed; completed pressure wash & paint job
2	Town Hall Entrance Canopy	1,900		1,900		Permit approved; awaiting contractor's permit fees
3	Preserve ADA Compliant Restroom	105,440	61,508	43,932	CDBG 45th Year	ITB solicitation in-process; requested resolution for 1st amendment to the agreement; met with Konoinia to discuss easement rights; may proceed with septic tank design instead, or move project to the south to connect to Broward County Public School lift station
4a	SW 25th Street Stormwater Project (design: \$151,028; \$37,757)	151,028	151,028	37,757	HMGP, Design	received executed contract from HMGP
4b	SW 25th Street Stormwater Improvements	1,075,115			Surtax	Deferred for next cycle
5	Wind Retrofit/Generator Town Hall Hardening	684,750	482,344	160,782	HMGP	received executed contract from HMGP
6a	John P. Lyons Lane Stormwater Improvements (design: \$84,131; \$28,043)	112,175	84,131	28,044	HMGP, Design	received executed contract from HMGP
6b	John P. Lyons Lane Stormwater Improvements	100,000	100,000	-71,956	Legislative	vetoed by Governor
6c	John P. Lyons Lane Stormwater Improvements	250,000	pending	0	FDEP, Design & Construction	application submitted Aug 27
7	Agro-Eco Linear Pathway and Picnic Area	65,000	50,000	15,000	FRDAP	07/08 received approval email; 09/03 received agreement for execution

Awarded and Recommended Funding (or Grants) for Projects

As of September 16, 2020



No.	Project Title	Requested Amount	Grant	Town Share	Funding Source	Status/Issues
8	County Line Stormwater Connection (design \$90,000)	750,000	750,000	0	Surtax	Approved; awaiting ILA from Surtax; funding scheduled for March 2021; 08/20 met with F. Soar to discuss ROW for pipe and sidewalk; Mr. Soar is requesting compensation for land and has concerned about giving addtl 38ft to Broward; met with QT 09/11 with same request; will give response soon
9	52nd Avenue Complete Streets (design \$144,000)	1,200,000	1,200,000	0	Surtax	Approved; awaiting ILA from Surtax; funding scheduled for March 2021
10	Bike Lanes, and Sidewalks Improvement Project (design \$30,000)	250,000	250,000	0	Surtax	Approved; awaiting ILA from Surtax; funding scheduled for March 2021
11	SW 52nd Avenue and South Park Rd Sidewalks, Bike Lanes and Drainage	3,146,242	3,146,242	0	MPO-CSLIP	under CSLIP review; 08/27 submitted revised typicals and cost estimate; attended Cycle 5 webinar; application is due
12	Preserve Additional Lighting	99,512	63,240	35,591	CDBG 46th Year	08/04 presented to County Commission meeting
13	Canopy Extension at Ryan's Park				Town	received several quotes: \$48,252; \$36,720; \$25,500; on hold
14	Electronic Pallet Jack	may not be eligible				Costs: \$9,630 and \$10,858; on hold
15a	SW 30th Avenue Stormwater Improvement Design	188,000		188,000	Town	need RFP
15b	SW 30th Avenue Sanitary Sewer Improvement Design	57,000	pending	57,000	FDEP, Design & Construction	application submitted Aug 27
16	Town Septic to Sewer Project	2,750,000	pending	250,000	FDEP, Design & Construction	application submitted Aug 27
17	Agro-Eco Learning Center	1,100,000	pending	Preserve Land Value	FDACS	application to be submitted to build a learning at the Agro-Eco Gardens & Centers

Awarded and Recommended Funding (or Grants) for Projects

As of September 16, 2020



No.	Project Title	Requested Amount	Grant	Town Share	Funding Source	Status/Issues
18	Town Complete Sewer System	TBD	TBD	TBD	TBD	install sewer laterals in order to connect to all properties throughout Town
Maintenance Contracts to be Renewed or Advertised						
1	Elevator - Otis Elevators					Renewed
2	Air Conditioning - from Capital Air to Southeast Mechanical					Approved by Commission
3	Cleaning - Kelly Janitorial Services					Renewed
4	Fleet Services - State or County Contract					contacted FirstVehicle for potential contract

Awarded and Recommended Funding (or Grants) for Projects

As of September 16, 2020



No.	Project Title	Requested Amount	Grant	Town Share	Funding Source	Status/Issues
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Awarded and Recommended Funding (or Grants) for Projects

As of September 16, 2020



No.	Project Title	Requested Amount	Grant	Town Share	Funding Source	Status/Issues
8	County Line Stormwater Connection (design \$90,000)	750,000	750,000	0	Surtax	Approved; awaiting ILA from Surtax; funding scheduled for March 2021; 08/20 met with F. Soar to discuss ROW for pipe and sidewalk; Mr. Soar is requesting compensation for land and has concerned about giving addtl 38ft to Broward; met with QT 09/11 with same request; will give response soon
9	52nd Avenue Complete Streets (design \$144,000)	1,200,000	1,200,000	0	Surtax	Approved; awaiting ILA from Surtax; funding scheduled for March 2021
10	Bike Lanes, and Sidewalks Improvement Project (design \$30,000)	250,000	250,000	0	Surtax	Approved; awaiting ILA from Surtax; funding scheduled for March 2021
11	SW 52nd Avenue and South Park Rd Sidewalks, Bike Lanes and Drainage	3,146,242	3,146,242	0	MPO-CSLIP	under CSLIP review; 08/27 submitted revised typicals and cost estimate; attended Cycle 5 webinar; application is due
12	Preserve Additional Lighting	99,512	63,240	35,591	CDBG 46th Year	08/04 presented to County Commission meeting
13	Canopy Extension at Ryan's Park				Town	received several quotes: \$48,252; \$36,720; \$25,500; on hold
14	Electronic Pallet Jack	may not be eligible				Costs: \$9,630 and \$10,858; on hold
15a	SW 30th Avenue Stormwater Improvement Design	188,000		188,000	Town	need RFP
15b	SW 30th Avenue Sanitary Sewer Improvement Design	57,000	pending	57,000	FDEP, Design & Construction	application submitted Aug 27
16	Town Septic to Sewer Project	2,750,000	pending	250,000	FDEP, Design & Construction	application submitted Aug 27
17	Agro-Eco Learning Center	1,100,000	pending	Preserve Land Value	FDACS	application to be submitted to build a learning at the Agro-Eco Gardens & Centers

Awarded and Recommended Funding (or Grants) for Projects

As of September 16, 2020



No.	Project Title	Requested Amount	Grant	Town Share	Funding Source	Status/Issues
18	Town Complete Sewer System	TBD	TBD	TBD	TBD	install sewer laterals in order to connect to all properties throughout Town
Maintenance Contracts to be Renewed or Advertised						
1	Elevator - Otis Elevators					Renewed
2	Air Conditioning - from Capital Air to Southeast Mechanical					Approved by Commission
3	Cleaning - Kelly Janitorial Services					Renewed
4	Fleet Services - State or County Contract					contacted FirstVehicle for potential contract

AGENDA ITEM REPORT



To: Town Manager
Subject: Monthly Status Report for Public Services Projects
Meeting: 09 23 2020 - DRAFT AGENDA - WORKSHOP COMMISSION MEETING -
September 23, 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

Status of the major projects anticipated for the Town of Pembroke Park

ATTACHMENTS:

[Monthly Project Status Report 202009](#)



TOWN OF PEMBROKE PARK

3150 SW 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

Reynold Dieuveille
Commissioner

Georgina Cohen
Commissioner

Christopher J. Ryan
Town Attorney

MEMO

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice- Mayor
Geoffrey Jacobs, Clerk-Commissioner
Reynold Dieuveille, Commissioner
Georgina Cohen, Commissioner
JC Jimenez, Town Manager

From: Myriam Jacques, Interim Public Services Director

Date: September 16, 2020

Re: Status Report for Public Services Projects

The following are the major projects anticipated for the Town of Pembroke Park:

1. Wind Retrofit and Generator (Town Hall Hardening)

Scope: This project is to mitigate damages that could potentially arise against wind force hurricanes and protect the Town Hall Building against winds up to 160 mile per hour winds.

Status: The Town had applied and got approved for a grant under the Federal Emergency Management Agency (FEMA). Received the executed contract and now preparing solicitation for bids. This is 75/25 share grant: \$513,562.50/\$171,187.50.

2. SW 25th Street Drainage Improvement

Scope: The project consists of construction positive drainage to control flooding on Park Road, SW 27th Street, SW 25th Street, and Park Lane.

Status: The Town had applied and got approved for a grant under the Federal Emergency Management Agency (FEMA). Received the executed contract and now preparing solicitation for the design RFP. This is 75/25 share grant: \$113,271.00/\$37,757.00.

3. John P. Lyons Lane Storm Water Improvements Phase II

Scope: This is a drainage and pump station improvement project for John P. Lyons Lane (SW 31st Ave.) from 2000 feet north of Hallandale Beach Boulevard north to Carolina Street.

Status: The Town had applied and got approved for a grant under the Federal Emergency Management Agency (FEMA). Received the executed contract and will be preparing solicitation for the RFP to do the design. This is 75/25 share grant: \$84,131.25/\$28,043.75.

4. Preserve ADA Restrooms

Scope: The project is for construction of an additional and ADA compliant restroom on the northeast area of the Preserve at a location more immediate to the vicinity of the park users.

Status: The Town had applied and got approved for a grant under the Community Development Block Grant (CDBG) program. Received the executed agreement and preparing solicitation for invitation to bid (ITB). CDBG: \$61,508; Town: \$105,440.

5. Agro-Eco Linear Pathway and Picnic Area

Scope: This is a project to build a 1,160 feet linear pathway is approximately to loop around the 4-acre Agro-Eco Food Forest Garden. The pathway will be ADA compliant and be made of 6 inches of compacted aggregate, or gravel as a base; or concrete slabs. A picnic area with tables, chairs, and trash bins will also be added to the Garden.

Status: The Town had applied and got approved for a grant under the Florida Recreational Development Assistance Program (FRDAP). Received the agreement and awaiting signatures for agreement execution. FRDAP: \$50,000; Town: \$15,000.

6. County Line Road Storm Water Connection

Scope: This project entails design and construction for installation of a drainage line from the existing stormwater system at 52nd Avenue along County Line Road to an existing outfall at 56th Avenue. This project will tie in any drainage along the North side of County Line Road.

Status: The Town had applied and got approved for a grant under the Metropolitan Planning Organization (MPO) Surtax Program. Presentation due to Broward Commission Board September 22, 2020 for final funding approval. Design and construction. \$750,000.

7. Bike Lane and Sidewalk Improvements

Scope: This project provides for mobility within the community. Currently there are many sections of bike path and sidewalks missing. This would help complete the routes.

Status: The Town had applied and got approved for a grant under the Metropolitan Planning Organization (MPO) Surtax Program. Presentation due to Broward Commission Board September 22, 2020 for final funding approval. Design and construction. \$250,000.

8. 52 Ave Complete Streets

Scope: This project provides for mobility within the community. The Town will build 0.75 mile of complete street improvement to include, bike lanes; improved sidewalks with complete connectivity; adjustment to drainage system; roadway resurfacing, streetlights, pavement marking and landscaping.

Status: The Town had applied and got approved for a grant under the Metropolitan Planning Organization (MPO) Surtax Program. Presentation due to Broward Commission Board September 22, 2020 for final funding approval. Design and construction. \$1,200,000.

9. Preserve Additional Lighting

Scope: This project consists of construction of power poles, and installation of fifteen (15) double headed light fixtures, seven (7) on existing poles, and eight (8) on new concrete poles and their associated wiring. Trenching and electrical wiring to operate the lights will be included as well.

Status: The Town had applied and waiting for approval for a grant under the Community Development Block Grant (CDBG) 46th program. CDBG: \$63,921; Town: \$99,512.



TOWN OF PEMBROKE PARK

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

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
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Commissioner

Georgina Cohen
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Christopher J. Ryan
Town Attorney

MEMO

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice- Mayor
Geoffrey Jacobs, Clerk-Commissioner
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Status: The Town had applied and waiting for approval for a grant under the Community Development Block Grant (CDBG) 46th program. CDBG: \$63,921; Town: \$99,512.

AGENDA ITEM REPORT



To: Town Manager
Subject: 3520 WHBB Sewer Improvements
Meeting: 09 23 2020 - DRAFT AGENDA - WORKSHOP COMMISSION MEETING - September 23, 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

The private lift station, #11 is aging and deteriorating. The property owner no longer wants to repair the system, and is requesting to abandon the lift station (#11) to connect to Broward gravity sewer line located in West Park

FINANCIAL IMPACT:

Town will lose the revenue being collected from this property

POLICY IMPLICATIONS:

If Town approves this request, Town may create a precedent to approve all subsequent requests.

RECOMMENDATION:

Deny property owner's request. The owner should repair its lift station and create an effective maintenance program for it.

ATTACHMENTS:

[3520 WHBB Sewer](#)

W. HALLANDALE BEACH BOULEVARD

LOT 19, BLOCK 40

1 STORY BUILDING
LOT 20, BLOCK 40

LOT 21, BLOCK 40

LOT 19A

LOT 18A

LOT 17A

BOUGAINVILLEA STREET



LOCATION MAP
NTS

- LEGEND:
- PROPOSED ELEVATION (NAVD)
 - EXISTING ELEVATION (NAVD)
 - PROPOSED CATCH BASIN
 - PROPOSED PLUG
 - TEE
 - WATER METER
 - DOUBLE DETECTOR CHECK W/ WATER CHECK VALVE ON DOWNSTREAM SIDE
 - REDUCED PRESSURE BACKFLOW PREVENTOR
 - DIRECTIONAL FLOW ARROW AND GRAVITY SEWER
 - PROPOSED MANHOLE
 - WATER MAIN
 - SANITARY FORCE MAIN
 - VALVE
 - FIRE HYDRANT
 - SIAMISE CONNECTION
 - CLEANOUT
 - EDGE OF PROPOSED PAVEMENT (ASPHALT)
 - DIRECTION OF SURFACE DRAINAGE
 - SAMPLE POINT
 - EXIST. WATER MAIN
 - EXIST. UTILITY LINE TO BE ABANDONED IN PLACE

- SEWER NOTES:
- CONTRACTOR SHALL PROVIDE FITTINGS (WYES, TEES, REDUCERS, ETC.) AS REQUIRED TO FURNISH A COMPLETE WORKING SYSTEM BASED ON THE LAYOUT SHOWN ON THESE PLANS.
 - SITE UTILITY CONTRACTOR SHALL COORDINATE WITH THE BUILDING PLUMBING CONTRACTOR FOR EXACT LOCATION OF CONNECTION POINTS BETWEEN THE BUILDING AND SITE SEWER LINES (VERTICALLY AND HORIZONTALLY).
 - CLEANOUTS AND MANHOLES ON SANITARY LINES ARE TO BE ADJUSTED TO BE FLUSH WITH FINISHED GRADE.
 - ALL SANITARY SEWER LATERALS SHALL CROSS UNDER WATER MAINS WITH A MINIMUM OF 18" SEPARATION UNLESS OTHERWISE NOTED. A 20 FOOT SECTION OF DUCTILE IRON PIPE WATER MAIN CENTERED CROSSING IS REQUIRED IF LESS THAN 18" VERTICAL SEPARATION OCCURS BETWEEN THE SEWER LATERAL AND WATER MAIN.
 - ALL UNDERGROUND UTILITIES TO BE REMOVED SHALL BE CAPPED OFF AT THE POINT NEAREST TO THE UTILITIES OR DRAINAGE LINES THAT WILL REMAIN IN SERVICE. NOTIFY THE ENGINEER OF RECORD BEFORE REMOVING ANY UTILITIES THAT ARE CURRENTLY IN SERVICE. THE CONTRACTOR SHALL NOT REMOVE ANY UTILITY SERVICE TO ANY EXISTING BUILDING THAT WILL REMAIN AND SHALL DIS UP AND COMPLETELY REMOVE AND/OR ABANDON ANY UTILITY SERVICE THAT IS NO LONGER REQUIRED. THE CONTRACTOR SHALL INFORM AND CONSULT THE ENGINEER OF RECORD PRIOR TO REMOVING ANY LINES.

EXISTING LIFT STATION AND ASSOCIATED UNDERGROUND INFRASTRUCTURE TO BE COMPLETELY REMOVED

NEW 6" PVC SEWER SERVICE @ 1% MINIMUM

C.O.T.G. INV=780

C.O.T.G. INV=780

NEW 6" PVC SEWER SERVICE @ 1% MINIMUM

CONTRACTOR TO CORRELATE EXISTING LATERAL IN THE FIELD PRIOR TO CONSTRUCTION. LATERALS WILL NEED TO BE CONNECTED TO THE MAIN IN BOUGAINVILLEA STREET IF EXISTING LATERAL IS NOT LOCATED.

CONTRACTOR TO LOCATE EXISTING LATERAL AT PROPERTY LINE. APPROXIMATE LATERAL LOCATION FROM UTILITY ASSES.

BUILDING COPY
Town of Pembroke Park Building Department
SEP - 7 2020
RECEIVED



VERTICAL DATUM CONVERSION
GRADING SHOWN UTILIZES NAVD. 88
N.G.V.D. 29
N.A.V.D. 88
N.A.V.D. 88 = N.G.V.D. 29 + 1.5'
N.G.V.D. 29 = N.A.V.D. 88 + 1.5'

FLYNN ENGINEERING
241 COMMERCIAL BLVD., LAUDERDALE-DE-SEA, FL 33308
PHONE (954) 522-1004 | WWW.FLYNNENGINEERING.COM
EIN 8579

SEWER PLAN

Sheet Title

Job Title
3520 W HALLANDALE BEACH BLVD. SEWER IMPROVEMENTS
3520 W HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FLORIDA 33023

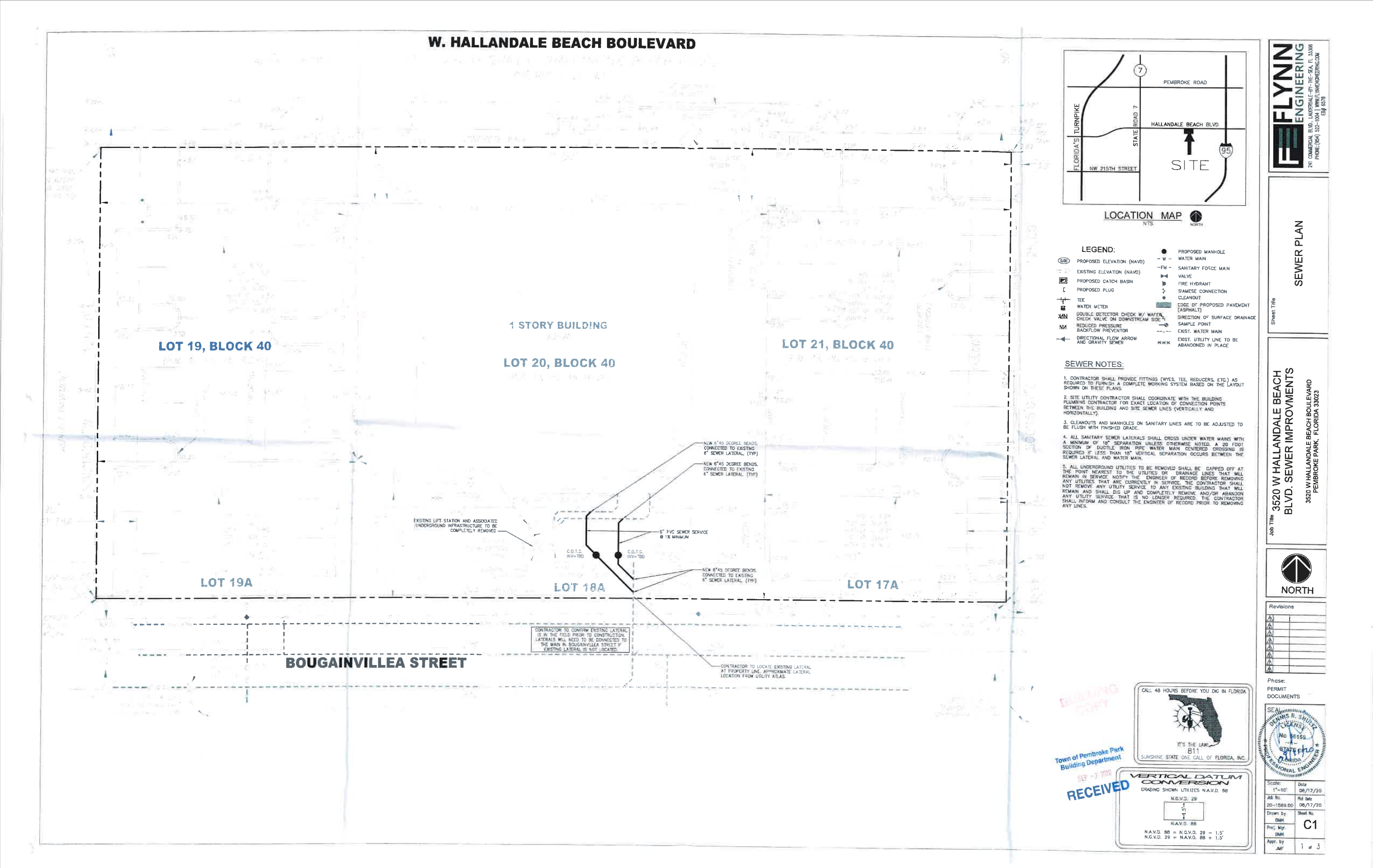


Revisions

Phase:
PERMIT
DOCUMENTS



Scale:	Date:
1"=10'	08/17/20
Job No.:	Rev. No.:
20-1569-00	08/17/20
Drawn by:	Check No.:
BMK	
Proj. Mgr.:	
BMK	
Appr. by:	
JMF	1 of 3



LOCATION MAP
NTS

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VERTICAL DATUM CONVERSION

GRADING SHOWN UTILIZES NAVD. 88

NGVD. 29
7
NAVD. 88

NAVD. 88 = NGVD. 29 - 1.5'
NGVD. 29 = NAVD. 88 + 1.5'

SEAL
SUNSHINE STATE ONE CALL OF FLORIDA, INC.
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IT'S THE WAY
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EIN 8579

SEWER PLAN

3520 W HALLANDALE BEACH BLVD. SEWER IMPROVEMENTS
3520 W HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FLORIDA 33023



Revisions

1	
2	
3	
4	
5	
6	
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9	
10	

Phase:
PERMIT
DOCUMENTS



Scale:	Date:
1"=10'	08/17/20
Job No.:	Ref. No.:
20-1569.00	08/17/20
Drawn by:	Sheet No.:
BMK	C1
Proj. Mgr.:	
BMK	
Appr. by:	1 of 3
JMF	

AGENDA ITEM REPORT



To: Town Manager
Subject: Renovations for Public Services Offices
Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Public Works
Staff Contact: Howard Clark, Vice Mayor

BACKGROUND INFORMATION:

It is necessary that Public Services and Building Departments relocate to make room for office space required for the Town-approved Police Department. Public Services will temporarily occupy Code Enforcement's offices on the second floor after Code Enforcement relocates to their new offices on the first floor. Public Services will permanently move to the third floor to house its entire staff at a later date. Both the second and third floors will be renovated to accommodate Public Service relocation.

FINANCIAL IMPACT:

\$150,000 total. \$50,000 for second floor relocation; and \$100,000 for the third floor relocation. to include communication and IT wiring, office partitions, flooring, painting, etc.

POLICY IMPLICATIONS:

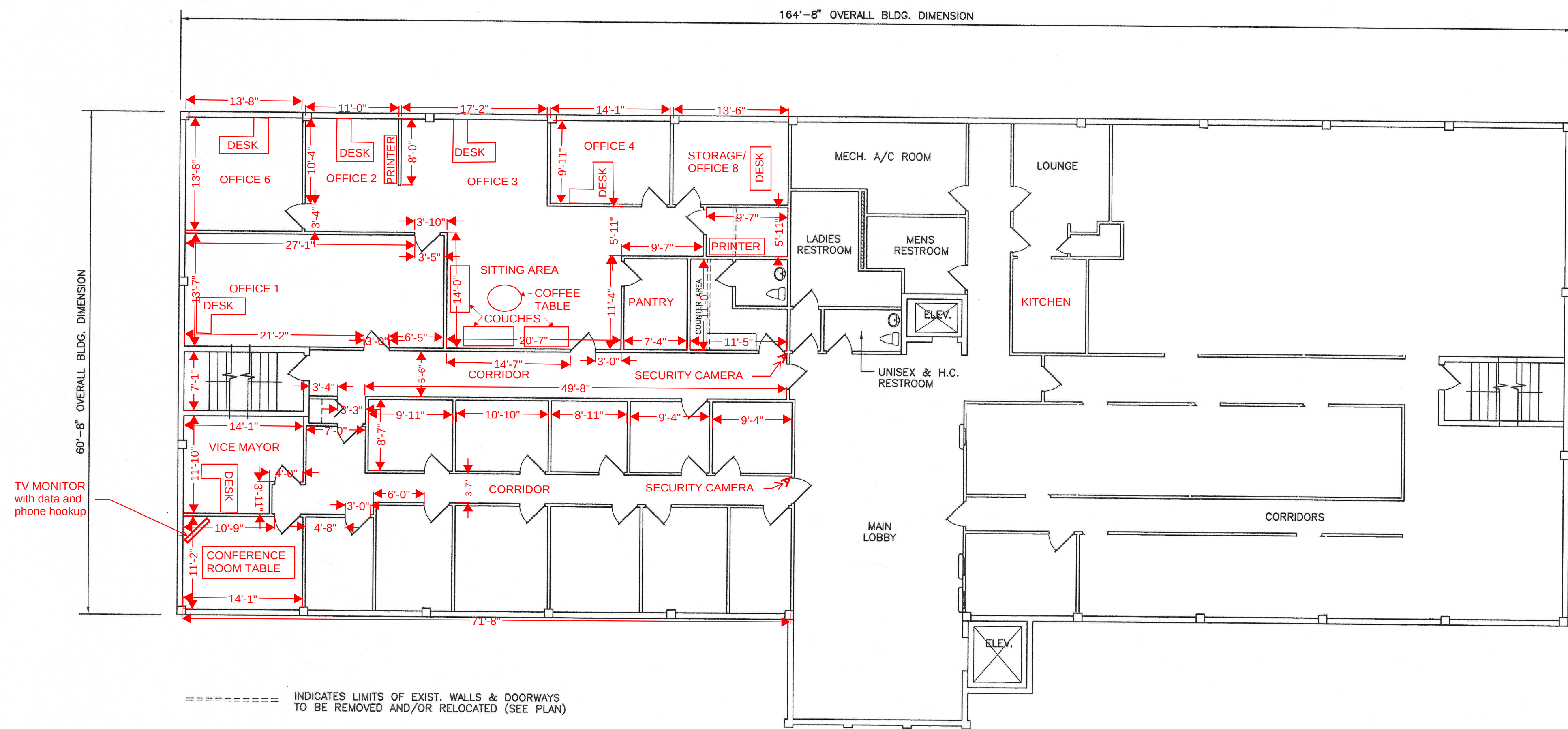
None

RECOMMENDATION:

Commission Approval

ALTERNATIVES:

N/A



- NOTES:
- 1. NEW CARPET
 - 2. NEW DOORS
 - 3. REPLACE DAMAGED CEILING TILES
 - 4. CHANGE LIGHT FIXTURES TO LED
 - 5. OFFICE FURNITURE & LOUNGE AREA
 - 6. OFFICE EQUIPMENT
 - 7. LARGE TV FOR CONFERENCE ROOM
 - 8. WINDOW COVERINGS
 - 9. ELECTRICAL SWITCH COVERS

TOWN HALL — 3rd. FLOOR PLAN

SCALE: 1/8"=1'-0"

Herbert K. Kunen, P.E.
TOWN ENGINEER, FLA. REG. NO. 13330
TOWN OF PEMBROKE PARK
3150 S.W. 52nd. AVENUE
PEMBROKE PARK, FLORIDA 33023

REVISIONS :

TOWN OF PEMBROKE PARK
3150 S.W. 52nd. AVENUE, PEMBROKE PARK FL. 33023

TOWN HALL - 3rd. FLOOR PLAN & ALTERATIONS

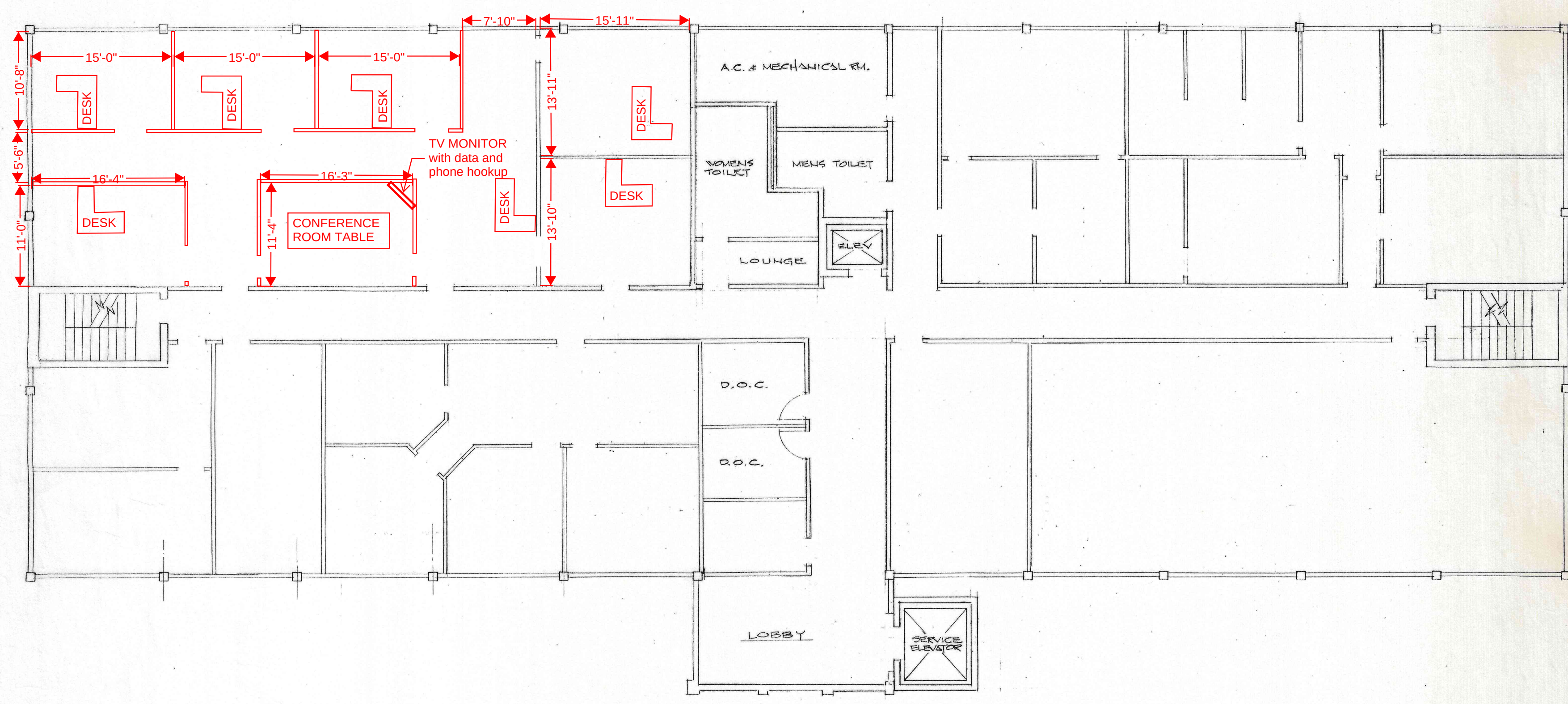
DATE: AUG., 1997
SCALE: 1/8"=1'-0"
DWG. BY: C.R.W.
CHK'D. BY: H.K.K.

SEAL

1 of 1

SHEET NO.

DATE: 9-21-2020

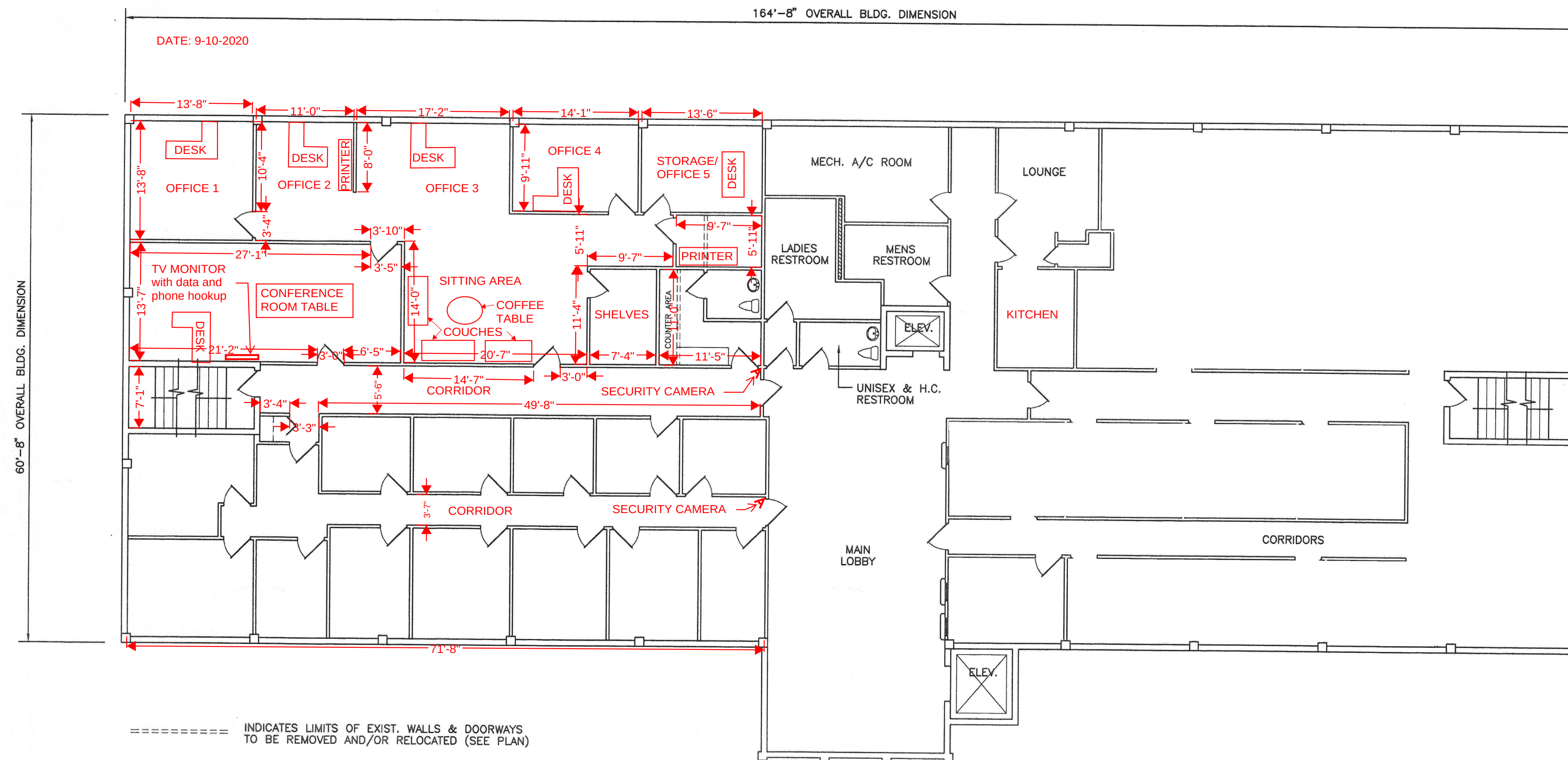


STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
PEMBROKE PARK TOWN HALL
3150 S.W. 52 AVE., PEMBROKE PARK
FLORIDA 33023

2 OF 2

Herbert Kanan, P.E.
TOWN ENGINEER
3150 S.W. 52 AVE., PEMBROKE PARK.
PHONE (305) 966-4600

PEMBROKE PARK TOWN HALL
3150 S.W. 52 AVE., PEMBROKE PARK, FLORIDA
SECOND FLOOR PLN.
Thomas Conway, Archt.
728 NE 115 ST. MIAMI.
(305) 895-8140



TOWN HALL — 3rd. FLOOR PLAN
 SCALE: 1/8"=1'-0"

Herbert K. Kunen, P.E.
 TOWN ENGINEER, FLA. REG. NO. 13330
 TOWN OF PEMBROKE PARK
 3150 S.W. 52nd. AVENUE
 PEMBROKE PARK, FLORIDA 33023

TOWN OF PEMBROKE PARK 3150 S.W. 52nd. AVENUE, PEMBROKE PARK FL. 33023	
TOWN HALL - 3rd. FLOOR PLAN & ALTERATIONS	
REVISIONS :	
DATE: AUG., 1997 SCALE: 1/8"=1'-0" DWG. BY: C.R.W. CHK'D. BY: H.K.K.	
SEAL	
1 of 1 SHEET NO.	

September 18, 2020

I, Vice Mayor Clark, am requesting a Special Election pursuant to the Town of Pembroke Park, Charter, Section 11 – Filling vacancy for unexpired term.

Sincerely,

H P Clark
Vice Mayor

Vice Mayor Howard Clark

Town of Pembroke Park
Clerk's Office

SEP 18 2020

Received

and West Hollywood Hills";

3. District 3, comprising the area generally referred to as "Miami Gardens";
and

4. District 4, comprising the area generally referred to as "Lake Forest."

(2) If only one (1) or two (2) of the three (3) areas of unincorporated land are annexed to the Town of Pembroke Park, the Commissioner or Commissioners designated to be elected from the District or Districts for the area or areas not annexed to the Town must be elected from the Town at-large.

(3) This section applies beginning with the general election following the annexation of any of the three (3) areas of unincorporated land referred to in this act.

(Laws of Fla., Ch. 86-366, § 1)

Sec. 10. - [Oath of office.]

Each Commissioner, before entering upon the discharge of the duties of his or her office, shall take and subscribe the following oath before some judicial officer of the state, viz: "I do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold office under the Constitution of the United States and the Constitution of the State of Florida, and that I will faithfully perform all of the duties of the office of Commissioner on which I am about to enter, so help me God."

State Law reference— Oath of office, F.S. § 876.05.

Sec. 11. - [Filling vacancy for unexpired term.]

In case of a vacancy in the Commission, the remaining Commissioners may fill such vacancy within sixty (60) days by resolution, until the next regular general election, by vote of a majority of the remaining members of the Commission. In the event the remaining Commissioners fail to fill the vacancy by appointment as aforesaid, upon application of any Commissioner ten (10) days' notice shall be given for the purpose of holding a special election to fill said vacancy for said unexpired term, in accordance with the terms of this Charter.

Sec. 12. - Appointing powers.

THE FOOD FOREST vs. THE FOOD DESERT

Summer 2020

The first in a series of articles on this subject by Howard P. Clark, Jr., Vice Mayor of Pembroke Park

Something very special is happening in Pembroke Park. Something that sets us apart from every other municipality in Broward County, indeed in the entire State of Florida. In fact, it puts our little Town in a very exclusive group of communities in the entire United States. One of only about a half dozen.

What am I talking about?

We in Pembroke Park have established a "Food Forest" within the Town.

So what is a food forest and why is it important. Well, let me explain.

First, you need to know that the US Dept. of Agriculture has designated an area in Pembroke Park around 56th Avenue and some areas of Hallandale Beach Boulevard, 48th Avenue and County Line Road as a "Food Desert."

A Food desert is an area where the nearest grocery store is a mile or more away and it is in an area of low income.

I want to take this opportunity to thank Mayor Ashira Mohammed, Commissioner Rey Dieuveille, Clerk Commissioner Geoffrey Jacobs and Commissioner Gina Cohen for allowing me to establish a food forest to mitigate or eliminate the ill effects of having a portion of our town designated as a "food desert."

Some common ill effects found in a Food desert: diabetes, obesity and malnutrition, to name a few. We are trying to help establish "food sustainability," "food stability" and "food security," especially in light of the new USDA rules affecting the SNAP program and other food programs and more recently the economic problems caused coronavirus pandemic.

We are doing this by establishing a food forest to provide the community with fruits and vegetables such as, Papayas, star fruit, collard greens, okra, tomatoes, beans, various leafy greens, and lots of other varieties of fruits and vegetables as they come into season.

As the Lead Commissioner for the Pembroke Park Food Forest and Community Garden, this project has become so much more than a job for me – it is my passion to work in the forest and garden and watch these plants and trees grow knowing that they will be able to provide so many of our needy residents,

such as low income, the mentally challenged, children, and our veterans, with nutritious food that they might not otherwise have access to.

I am fortunate to be joined by a growing number of incredibly enthusiastic volunteers from our community! Both individual members of the Agro-Eco Gardens and Educational Center, and groups such as the Professional Firefighters Association of South Florida, Capoeira Maculele, Hands On Broward and Pembroke Park Church of Christ. I would like to take a moment and especially mention and thank Levon James, Paulette Walker, Brenda Hall and Myriam Jacques for all their hard work under a hot sun, countless hours and dedication to this incredibly important project.

Since November 2019, we have given out over 4000 lbs. of papayas. We have also given out great quantities of okra, star fruit and leafy greens and many others.

Located on 52nd avenue, the Community Garden and Food forest, sits on 10 acres of green space that the Town acquired through a grant from the Broward County Parks Acquisition Bond. It was designated as Ryan Park and lies next to the Oglesby Preserve which, by the way, now offers a scenic trail and exercise path. I encourage residents to come out and see the Pembroke Park Food Forest Orchard and Community Garden – lush and beautiful and now bursting with fruits, vegetables and herbs.

The goals and objectives of our project are multi-purposed: besides providing nutritious fruits and vegetables, the garden and food forest were established to honor the Town's origins as an agricultural community, and further, to provide a real hands on educational experience, as well as a unique agri-tourism destination that one can simply walk around in and enjoy.

The community garden is currently producing carrots, tomatoes, Chinese Bok Choy (a leafy green), marigolds, green onions, Malabar spinach, sweet potatoes, basil, purslane, green pepper, peppermint, spearmint, and chocolate mint, thyme, chives, chard, Everglades cherry tomatoes, purple collard trees and purple passion fruit – to name just some of the wonderful plants growing in the garden.

As we leave the community garden, we first come to the Circle of Palms where individuals and groups that have contributed to the garden or supported the Town in a significant way have a coconut palm tree planted in their honor complete with commemorative plaque: County Commissioner Barbara Sharif, the Professional Firefighters Association of South Florida, the 2018 Lake Forest Elementary School 5th Grade Class (which came out and planted trees in the Ryan Park), Capoeira Maculele (the originator of the Community Garden) and Pembroke Park Church of Christ, to name some of the honorees.

The Food forest has over 100 exotic fruit trees: various varieties of papaya trees, coconut palms, star fruit, banana, avocado, Japanese plum, jack fruit, Florida pistachio, macadamia nut, and mango and many others too numerous to name them all here.

Structurally, a Food forest consists of various levels: the Over Canopy which consists of pine and oak trees; the Under Story consisting of some of the taller fruit trees such as papaya, banana and palms; the Herbaceous Level which has bush like plants; the Ground Cover such as perennial peanut grass; the Root Zone – sweet potatoes and carrots for example; and, Vines – passion fruit vines.

What further sets us apart is the presence in our orchard of a burrowing owl family which is an endangered species. We are truly blessed by the arrival of the burrowing owl family. They joined the Pembroke Park community at our invitation. We set about to create a habitat for this endangered species because these owls were in the way of development of a vacant lot in our neighboring city of West Park. To do this right, we invited the Audubon Society to come out and help us build a nesting home for the owls. The funny part is that the owls came to the orchard and food forest and despite a perfectly pre-prepared nesting area we made for them, they picked their own spot!

In order to build and maintain something as intricate as a food forest and community garden, in addition to the many hours of physical labor, one needs people with expertise. We now have a staff member, Myriam Jacques, who was approved by the Town Commission to take classes and has now received the designation of Trainee Master Gardener – She took the classes on her own time. In addition, at my own expense, I have signed up for further education as well – to get a Permaculture Design Certificate.

No one in Pembroke Park will go hungry. Although, fruit and vegetables will be available to any resident of the Town, one of our main goals is to provide temporary assistance to “food security” challenged residents to help them through a difficult time – especially during this time of economic difficulty for so many due to the Covid-19 pandemic, but more about that later is article.

Last, I will mention that in the course of developing our food forest, we traveled to the Brown’s Mill Food forest in Atlanta Ga., to see how another city handles establishing a food forest. It was a tremendously rewarding experience where we shared and exchanged information with them to our mutual benefit. The food forest concept is a very new concept – which puts the little Town of Pembroke Park on the forefront of nutritional urban sustainability.

We are not just talking about eliminating the “food desert,” we are doing it! For example, as Mayor Mohammed had, even prior to the pandemic, organized food giveaways from time to time, on Saturday, March 22, 2020, she expanded this effort as the Town hosted the first in a series of regular weekly food giveaways at the Ryan Park. Over 1600 residents from our town and from the surrounding communities drove by to receive bags of different kinds of food including fresh fruits and vegetables being distributed to them by the Mayor, myself, the other Commissioners and Town staff. Our thanks also for a great job by our Event Coordinator, Joy Brown and the tireless efforts of long time, loyal and dedicated resident, Lillie Ann Page.

The fresh food came from leafy greens and fruit grown in our developing food forest: the community garden and fruit tree orchard plus contributions from Feeding South Florida, Farm Share and others. One of the things that we learned from our Atlanta experience is that a community garden can’t do it all by itself. To eliminate a “food desert,” you have to marshal resources from various different elements: grocery store chains, local markets, the various groups that have organized to eliminate hunger and malnutrition that I have mentioned and a community garden. It is a blueprint for success!

And what a success it has been!

The food forest expands and continues to produce copious amounts of fruits and vegetables that are distributed to our residents. I am pleased to announce that bananas and sugar cane have been added to the food forest repertoire and are now being distributed to the public. In addition, the Town obtained a FRDAP grant from the state that will be used to construct a walkway through the food forest and provide some picnic tables so that visitors can wander through the Pembroke Park Food forest orchard, learn about the various exotic fruit trees there or relax and picnic as they enjoy this amazing place.

From the beginning of the pandemic lock down, when we didn’t know when we would be able to go to the grocery stores safely again, the Mayor and your Commissioners stood on the front line with masks and gloves handing out food to those in need.

It has now been over three months since the Town has been conducting the Saturday food giveaways, providing food to thousands of needy families each week. This effort, spearheaded by Mayor Ashira

Mohammed and myself as your Vice Mayor along with the full support of Commissioner Ray Dieuveille, Clerk Commissioner Geoffery Jacobs and Commissioner Gina Cohen, has not only addressed the dire circumstance of families in need as a result of the Covid Crisis, but it demonstrated that we can, and we did, bring about the elimination of our “food desert.” And I would like to take this opportunity to thank all of them and the many city employee and other volunteers who have supported this effort and worked so hard. The Mayor and I are especially appreciative of Commissioners Dieuveille, Jacobs, who came out and volunteered at the food giveaways almost every week. I know that I speak for the Mayor and the other Commissioners when I say that it is gratifying indeed, both as a person and as a local elected official, to be able help people in their time of need – to know that our little Town of Pembroke Park is capable of doing so much to help so many not just from Pembroke Park, but people from the surrounding communities as well.

As I have said, in order to successfully fight hunger and malnutrition many elements must be brought together: The Pembroke Park Food forest, supported by the Mayor and Commission and working with Feeding South Florida, Farm Share and so many other organizations and volunteers, has played an integral part of that fight, the fight to eliminate the food desert. And we did it.

No one should ever go hungry in the United States of America and no one will go hungry in Pembroke Park.

SEPTEMBER 18, 2020 FLC GROWTH MANAGEMENT & LAND USE POLICY
COMMITTEE MEETING

GOOD MORNING EVERYONE, I HOPE EVERYONE HAS STAYED SAFE AND HEALTHY
DURING THESE VERY DIFFICULT TIMES.

LAST YEAR THIS COMMITTEE GAVE ITS SUPPORT TO THE WORK OF THE AD HOC
COMMITTEE ON ANNEXATION BY VOTING THE ANNEXATION ISSUES RAISED BY
THE AD HOC COMMITTEE AS YOUR NUMBER TWO ISSUE AND WE THANK YOU
FOR THAT.

WE DRAFTED OUR LEGISLATIVE PROPOSAL AND SUBMITTED IT TO OUR SPONSOR.

HOWEVER, OUR BILL DIDN'T GET FILED LAST SESSION BECAUSE OUR SPONSOR
OVERCOMMITTED AND DIDN'T HAVE A BILL SLOT, REP. SILVERS PROMISED THAT
HE WOULD FILE THE BILL THIS SESSION.

BUT, AS THE SESSION PROGRESSED, ONE OF OUR ISSUES WAS PICKED UP AND
AMENDED ONTO A GROWTH MANAGEMENT BILL IN THE HOUSE. THE ISSUE
THAT WOULD REQUIRE BOTH CITIES INVOLVED WITH AND DEANNEXATION-
ANNEXATION LOCAL BILL TO AGREE BEFORE A BILL COULD BE FILED WAS ADDED
TO HB 203 BY REP MCLAIN.

IT WAS NOT OUR LANGUAGE THAT WAS ADDED, BUT WAS DIFFERENT LANGUAGE
THAT HAD BEEN OFFERED BY SOUTHWEST RANCHES THE YEAR BEFORE.

ULTIMATELY THAT LANGUAGE PASSED AS PART OF SB 410, BUT WAS VETOED BY
THE GOVERNOR – BUT NOT BECAUSE OF THE ANNEXATION LANGUAGE.

WE FEEL THAT BE MADE PROGRESS ON AT LEAST PART OF OUR ANNEXATION
INITIATIVE AND THAT WE ARE IN A POSITION TO MOVE FORWARD WITH OUR
ISSUE THIS COMING SESSION.



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

Agenda Request

Meeting Date:	September 23 2020
Subject:	FLC Sub Committee Vice Mayor Clark- Annexation
Initiated by:	☐ City Commission ☐ City Attorney ☐ City Manager / Staff
Prepared by:	Name & Title: Dierdre E Davis
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	YES
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	None
Additional Action Needed:	None



Memorandum

TO: Town Clerk

FROM: Vice Mayor Clark

MEETING DATE: Sept 23, 2020

TITLE: Florida League of Cities - Annexation

Background

• The Florida Constitution authorizes the Legislature to develop procedures for the municipal annexation of unincorporated territory by general or special law. • The Legislature passed the "Municipal Annexation or Contraction Act," in 1974, which provides a mechanism for municipalities to annex territory and to recede from territory by contraction. • Currently, the annexation process makes it difficult for cities to annex certain unincorporated enclaves and unincorporated areas where city services are already being provided. • Additionally, the processes of taking a vote of the electors of the area proposed to be annexed prior to annexation has frustrated annexation efforts to the detriment of property owners desiring to be annexed.

Summary

Fiscal Impact : None

Recommendation

Prepared by: Dierdre Davis

Meeting Type
Date

Page 1 of 1



Land Use & Economic Development Committee Meeting
Friday, September 18, 2020 ~ 10:00 a.m.—1:00 p.m.
Virtual Meeting

AGENDA

- I.** Opening Remarks **Al Goldstein, Chair**
Commissioner, City of Lake Wales
- II.** Advocacy..... **Scott Dudley, FLC Staff**
- III.** FLC Policy Committee Process for 2020-2021 **David Cruz, FLC Staff**
 - A.** 2020 Legislative Priority & Policy
 - B.** 2020 Legislative Summary
- IV.** 2020 Legislative Session Recap..... **David Cruz, FLC Staff**
- V.** 2021 Legislative Outlook..... **David Cruz, FLC Staff**
- VI.** Potential 2021 Priority and Policy Issues **Al Goldstein, Chair**
Commissioner, City of Lake Wales
 - A.** Community Redevelopment Agencies (CRAs) **Gerald Buhr**
City Attorney, City of Avon Park
 - B. Annexation.....** **Howard Clark, Vice Mayor**
Town of Pembroke Park
 - C.** Mobility Plans..... **Louis Rotundo**
Principal, Louis Rotundo and Associates
 - D.** Private Property Rights **David Cruz, FLC Staff**
 - E.** Sovereign Immunity..... **David Cruz, FLC Staff**
 - F.** Home Based Businesses **David Cruz, FLC Staff**
 - G.** Impact Fees..... **David Cruz, FLC Staff**
 - H.** Open Discussion for Additional Issues..... **Committee Members**

VII. Other Business..... David Cruz, FLC Staff

A. Key Legislative Dates

- Click [HERE](#) to Register for FLC Legislative Conference

B. Federal Issues

C. Key Contacts – Click [HERE](#) to sign up

D. Home Rule Hero

**VII. Closing Remarks..... Al Goldstein, Chair
Commissioner, City of Lake Wales**

VII. Adjournment



TOWN OF PEMBROKE PARK

3150 SW 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

Reynold Dieuville
Commissioner

Georgina Cohen
Commissioner

Christopher J. Ryan
Town Attorney

MEMO

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice- Mayor
Geoffrey Jacobs, Clerk-Commissioner
Reynold Dieuville, Commissioner
Georgina Cohen, Commissioner
JC Jimenez, Town Manager

From: Myriam Jacques, Interim Public Services Director

Date: Friday, September 11, 2020

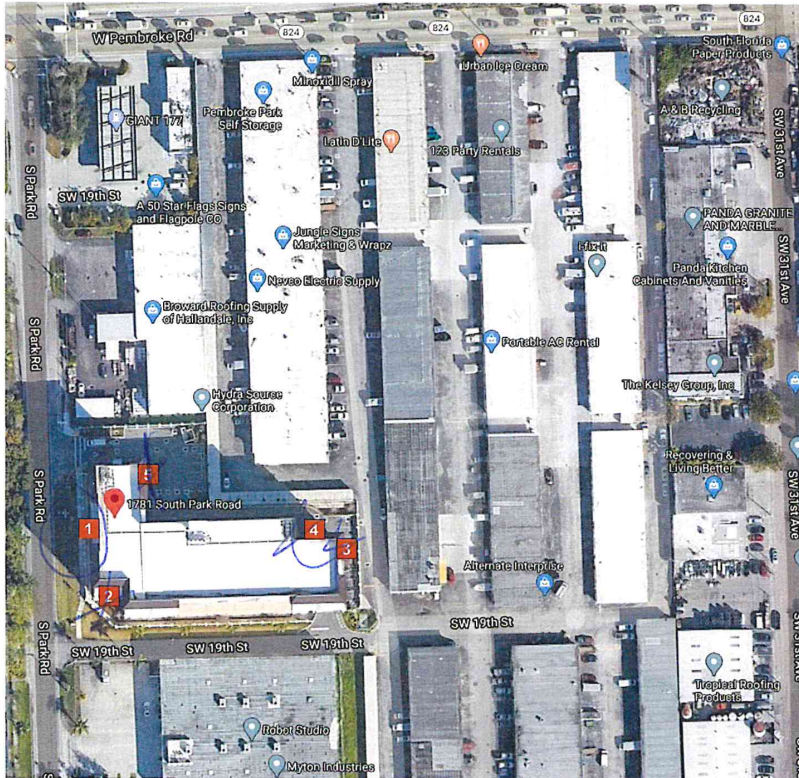
Re: Variance Request for Public Storage, Located at 1781 S Park Road
By American SignCrafters

Background:

American SignCrafters on behalf of Public Storage, Inc has requested a sign variance for their storage warehouse located at 1781 S Park Road. American SignCrafters has requested to transfer the sign variance from the previous tenant, Cube Storage. The owner has already paid for the request and they are not asking for additional variance from the sign requirements.

I am recommending approval as requested since the sign dimensions remain the same as the previous tenant.

Myriam Jacques
Interim Public Services Director



PAINTING Code:



☒
Conceptual Artwork
All Sizes are Estimated Until Technically Verified

☐
Technical Artwork

☐
Designed per Redlines

- ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
- ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
- FCO COPY ON PANEL - NON-ILLUMINATED
AREA: 6.0 SF

MAIN ID WALL SIGNS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
1	WEST ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
2	SOUTH ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
3	EAST ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	
4	NORTH ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	

SECONDARY WALL / DIRECTIONAL SIGNS / PANELS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
5	EAST ELEVATION		6.0 SF	FCO COPY B/G PANEL	

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

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IANIPA PLANT -
UL #433195-001

U.S. & P.R. - All signs conform to UL-462 (UL-462) listed accordingly & must comply with UL-462.1 in all processes. Canada - all signs must be CANS compliant. This sign is intended to be installed in accordance with requirements of article 610 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: PUBLIC STORAGE

Site: SITE #
1781 S PARK ROAD
PEMBROKE PARK, FL

Design Number: TG-0399-20

Date: 02/26/20

Designer: SH

Account Manager: JG

File Location: PS-TPM-HallandaleFL-020320-R2

Drawing type:

Rev:

Page No.

1 of 10

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WEST ELEVATION
REMOVE AND DISCARD SIGN

EXISTING SF: 55.0



WEST ELEVATION

PROPOSED SF: 55.0

NOTE:
Any deviations from location reference
to call Image National on Site Direction.

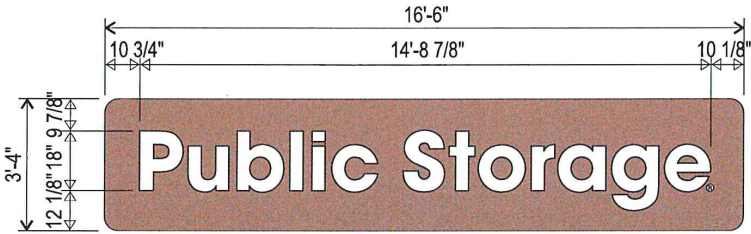


Christian Langley
Florida PE #67382
Cert of Auth #31124
1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113

Special Notes

BACKER PANEL PAINTED SW 6348 REYNARD

SEE NEXT PAGE FOR FULL ELEVATION VIEW



1 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

LETTER AREA (BOXED) - 29.4 SF AREA (INCLUDING B/G) - 55.0 SF

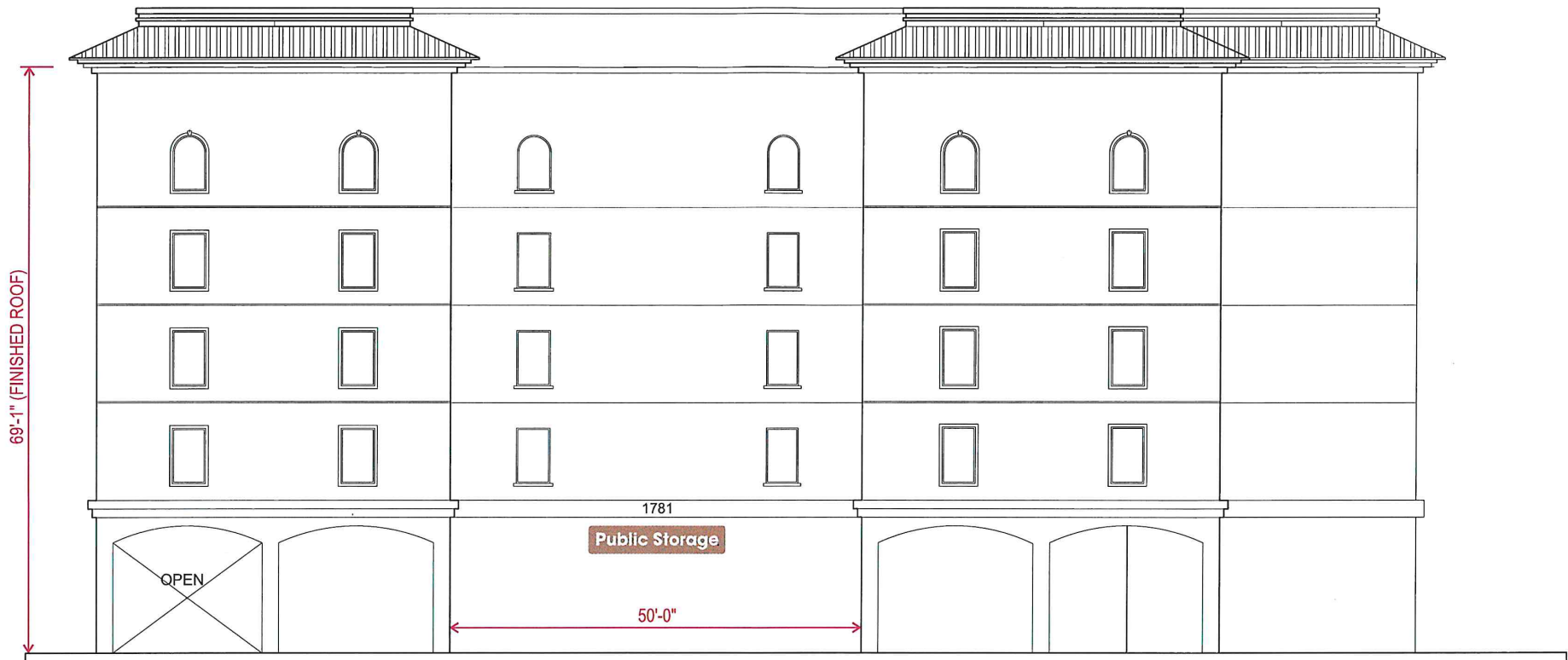
MINIMUM CLEAR SPACE REQUIRED - 3'-4" X 16'-6"

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		Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20	Drawing type:	2 of 10
			Designer: SH	Rev:	
			Account Manager: JG		

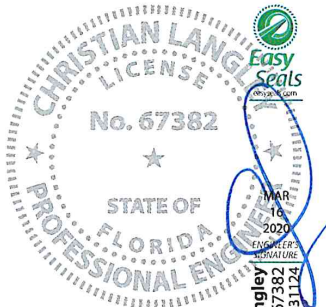
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General Notes: • Design is in accordance with the requirements of the Fla Bldg Code 6th Ed (2017) for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.

ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• ASD Load Coeff = 0.6
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
Wall components & cladding:



WEST ELEVATION
SCALE: 1/16" = 1'-0"



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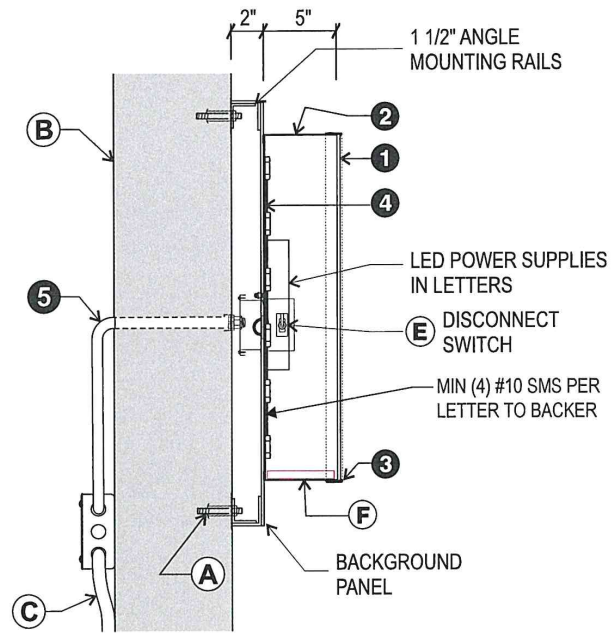
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WIND LOADS: • Exposure 'C'
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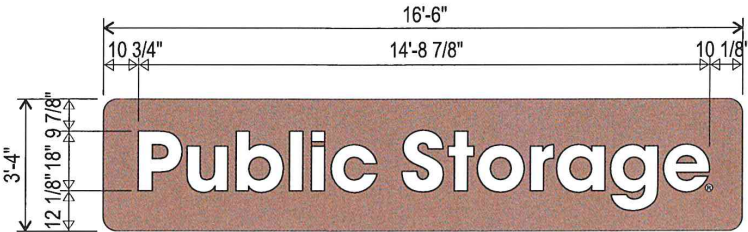
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TYPICAL SECTION DETAIL
NOT TO SCALE

PARTS LIST:	
ITEM #	DESCRIPTION
1	3/16" Acrylic / .150 Poly (LETTER FACES)
2	Alum Coil 5.3" Black/Wht (RETURNS)
3	Trim Cap Jewelite 1.0" Black
4	White ACM Panel (BACKS)
5	Flex Alum Conduit 1/2"
INSTALL LIST:	
ITEM #	DESCRIPTION
A	Non-Corrosive Securement Using Appropriate Mounting Hardware (Ref Anchor Schedule)
B	Concrete or Masonry Wall
C	20 amp 120v Circuits Required (supplied by others than Image National)
D	1/4" Weep Holes With Baffles as Required

NOTE:
ANY PENETRATIONS ABOVE ROOFLINE OR EXPOSED, ARE REQUIRED TO BE INSTALLED USING SEALTIGHT AND WEATHER PROOF BOXES. TO BE PROVIDED BY SIGN INSTALLER.



1 2 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

ANCHOR SCHEDULE		QTY or SPACING
WALL MATERIAL	ANCHOR TYPE	
CONCRETE (3ksi) or HOLLOW MASONRY	3/8" THREADED RODS WITH MIN 2" EMBED IN ADHESIVE	MIN (30) TOTAL
	3/8" TAPCONS (OR EQUIV) WITH 2.5" EMBED	MIN (20) TOTAL
	3/8" EXPANSION ANCHORS WITH 3.5" EMBED	MIN (16) TOTAL
1/2" PLYWOOD (NO ACCESS BEHIND)	3/8" TOGGLE BOLTS	MIN (25) TOTAL
	1/4" WOOD SCREWS, FULL EMBED	MIN (40) TOTAL
METAL STUDS OR METAL PANELS	#14 METAL SCREWS TO MIN 18ga STEEL OR 0.090" ALUM	MIN (30) TOTAL
HOLLOW WALL (BLOCKING BEHIND)	3/8" THURBOLTS OR LAGS TO SOLID BLOCKING BEHIND	MIN (16) TOTAL

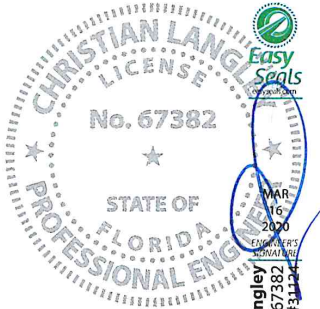
1 LETTER FACE: MATERIAL: 3/16" CLEAR ACRYLIC OR .150 CLEAR POLYCARBONATE FIRST SURFACE 3M 3635-70 DIFFUSER FILM & 3660 CLEAR OVERLAMINATE FILM	2 RETURNS: MATERIAL: 5" .040 OR .050 PRE-PAINTED BLACK ALUMINUM	3 TRIM CAP: MATERIAL: 1" JEWELITE COLOR: BLACK
4 BACKS: MATERIAL: PRE-PAINTED WHITE 3MM ACM PANELS	5 ILLUMINATION: MATERIAL: GE WHITE L.E.D. ILLUMINATION	6 ELECTRICAL: REMOTE. T.B.D. AMPS @ 120 V.

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

image national signs ...bringing your image to light! 16265 Star Road Nampa, ID 83687 - toll free: 800.592.8058 - tele: 208.345.4020 WWW.imagenational.com	UL UNDERWRITERS LABORATORIES ELECTRIC SIGN NAMPA PLANT - UL #433195-001 U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.	Client: PUBLIC STORAGE	Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
		Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20	Drawing type:	10 of 10
			Designer: SH	Rev:	
			Account Manager: JG		

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General Notes: • Design is in accordance with the requirements of the Fla Bldg Code 6th Ed (2017) for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.



Christian Langley
Florida PE #67382
Cert of Auth #31124

1200 N Federal Hwy, #200
Boca Raton, FL 33432
1-888-371-3113

Sign Height = 70 ft max
Kzt=1.0, Kd=0.85, G=0.85

Risk Category 2 Struct.
ASD Load Coeff = 0.6

ASCE 7-10
V=170 mph
WIND LOADS:
Exposure 'C'



PAINTING Code:

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

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UL UNDERWRITERS LABORATORIES LISTED ELECTRIC SIGN
NANPA PLANT - UL #433195-001
U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: PUBLIC STORAGE
Site: SITE #
1781 S PARK ROAD
PEMBROKE PARK, FL

Design Number: TG-0399-20

Date: 02/26/20

Designer: SH

Account Manager: JG

File Location: PS-TPM-HallandaleFL-020320-R2

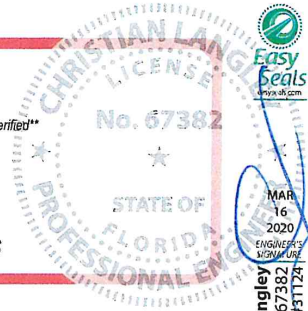
Drawing type:

Rev:

Page No.

1 of 10

- ☒ Conceptual Artwork
*All Sizes are Estimated Until Technically Verified**
☐ Technical Artwork
☐ Designed per Redlines



Christian Langley
Florida PE #67382
Boca Raton, FL 33432
1-888-371-3113
Cert of Auth #51124

- 1 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
2 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
3 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
4 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
5 FCO COPY ON PANEL - NON-ILLUMINATED
AREA: 6.0 SF

MAIN ID WALL SIGNS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
1	WEST ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
2	SOUTH ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
3	EAST ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	
4	NORTH ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	

SECONDARY WALL / DIRECTIONAL SIGNS / PANELS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
5	EAST ELEVATION		6.0 SF	FCO COPY B/G PANEL	

ASCE 7-10 • V=170 mph • Risk Category 2 Struct. • Sign Height = 70 ft. max • ASD Load Coeff = 0.6 • Exposure 'C' • WIND LOADS: • Wall components & cladding: • Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf

General Notes: • Design is in accordance with the requirements of the Fla Bldg Code 6th Ed (2017) for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.

Existing



EAST ELEVATION
REMOVE AND DISCARD SIGN

EXISTING SF: 144.0

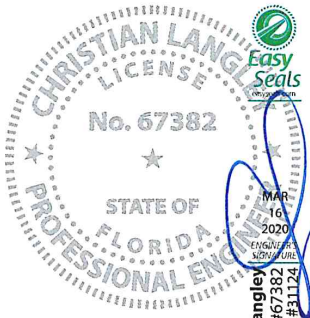
Proposed



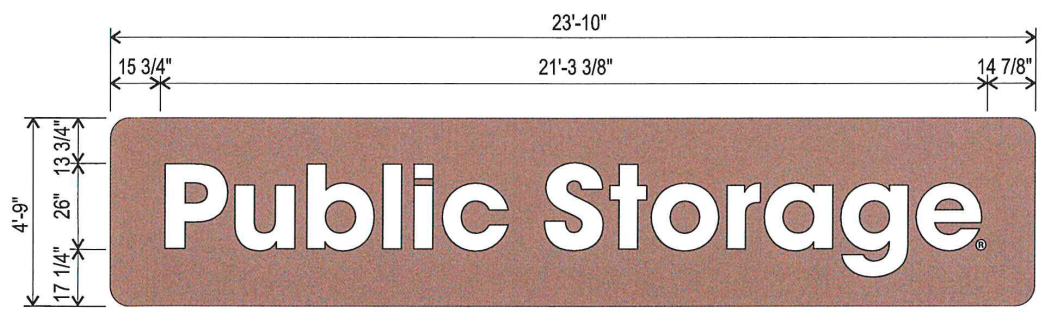
EAST ELEVATION

PROPOSED SF: 113.2

NOTE:
Any deviations from location reference
to call Image National on Site Direction.



Christian Langley
Florida PE #67382
Cert of Auth #11124
1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113



Special Notes

BACKER PANEL PAINTED SW 6348 REYNARD

SEE NEXT PAGE FOR FULL ELEVATION VIEW

3 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

LETTER AREA (BOXED) - 61.4 SF AREA (INCLUDING B/G) - 113.2 SF

MINIMUM CLEAR SPACE REQUIRED - 4'-9" X 23'-10"

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UL UNDERWRITERS LABORATORIES ELECTRIC SIGN

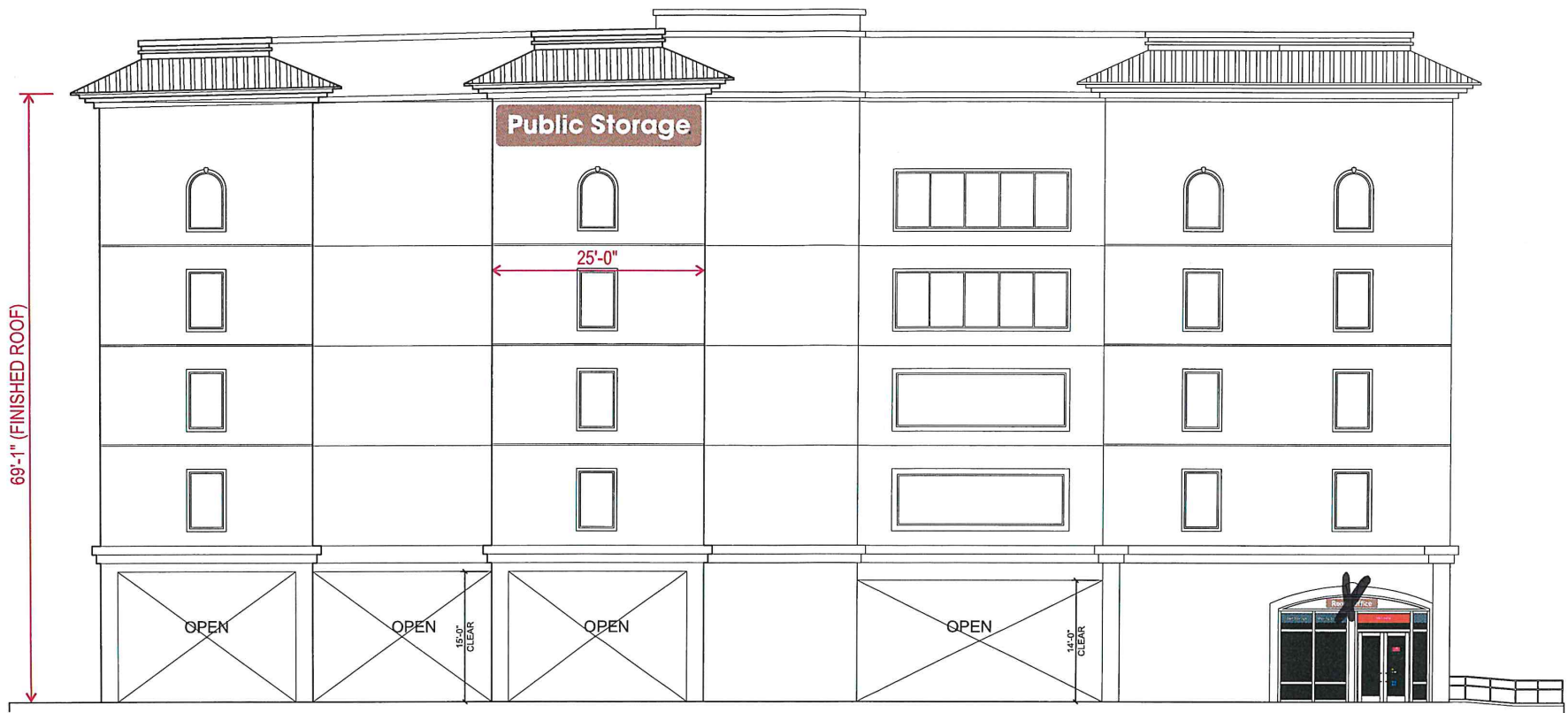
NAMPA PLANT - UL #433195-001

U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: PUBLIC STORAGE	Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20	Drawing type:	6 of 10
	Designer: SH	Rev:	
	Account Manager: JG		

ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
Wall components & cladding:

General Notes: • Design is in accordance with the requirements of the Fla Bldg Code 6th Ed (2017) for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.



EAST ELEVATION
SCALE: 1/16" = 1'-0"

Special Notes

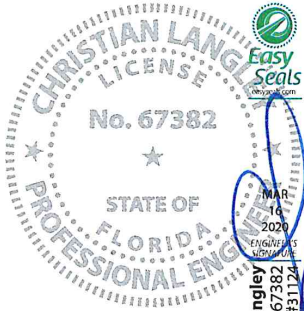
RENTAL OFFICE PANEL PAINTED SW 6348 REYNARD

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

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	Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL		Date: 02/26/20	Drawing type:	7 of 10
			Designer: SH	Rev:	
			Account Manager: JG		

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Christian Langley
Florida PE #67382
Cert of Auth #31124

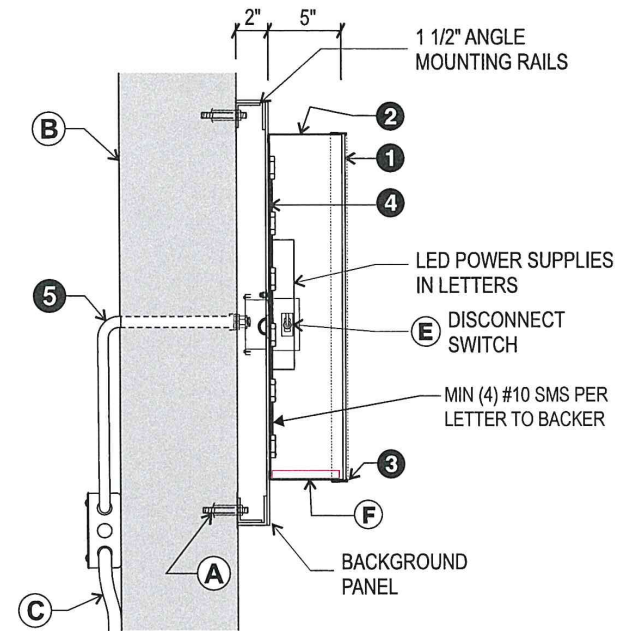
1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113

Wall components & cladding:
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf

• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85

• Risk Category 2 Struct.
• ASD Load Coeff = 0.6

ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'



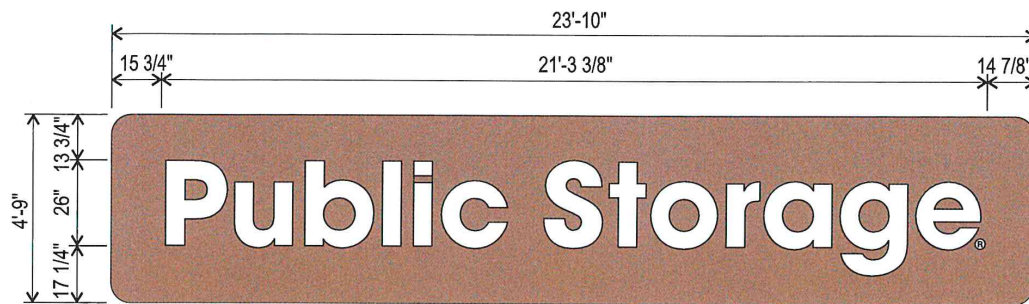
TYPICAL SECTION DETAIL
NOT TO SCALE

PARTS LIST:	
ITEM #	DESCRIPTION
1	3/16" Acrylic / .150 Poly (LETTER FACES)
2	Alum Coil 5.3" Black/Wht (RETURNS)
3	Trim Cap Jewelite 1.0" Black
4	White ACM Panel (BACKS)
5	Flex Alum Conduit 1/2"
INSTALL LIST:	
ITEM #	DESCRIPTION
A	Non-Corrosive Securement Using Appropriate Mounting Hardware (Ref Anchor Schedule)
B	Concrete or Masonry Wall
C	20 amp 120v Circuits Required (supplied by others than Image National)
D	1/4" Weep Holes With Baffles as Required

NOTE:
ANY PENETRATIONS ABOVE ROOFLINE OR EXPOSED, ARE REQUIRED TO BE INSTALLED USING SEALTIGHT AND WEATHER PROOF BOXES. TO BE PROVIDED BY SIGN INSTALLER.

ANCHOR SCHEDULE		QTY or SPACING
WALL MATERIAL	ANCHOR TYPE	
CONCRETE (3ksi) or HOLLOW MASONRY	3/8" THREADED RODS WITH MIN 2" EMBED IN ADHESIVE	MIN (60) TOTAL
	3/8" TAPCONS (OR EQUIV) WITH 2.5" EMBED	MIN (40) TOTAL
	3/8" EXPANSION ANCHORS WITH 3.5" EMBED	MIN (32) TOTAL
1/2" PLYWOOD (NO ACCESS BEHIND)	3/8" TOGGLE BOLTS	MIN (52) TOTAL
	1/4" WOOD SCREWS, FULL EMBED	MIN (82) TOTAL
METAL STUDS OR METAL PANELS	#14 METAL SCREWS TO MIN 18ga STEEL OR 0.090" ALUM	MIN (60) TOTAL
HOLLOW WALL (BLOCKING BEHIND)	3/8" THRUBOLTS OR LAGS TO SOLID BLOCKING BEHIND	MIN (32) TOTAL

ALL FASTENERS SHALL BE SPACED EVENLY



3 4 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

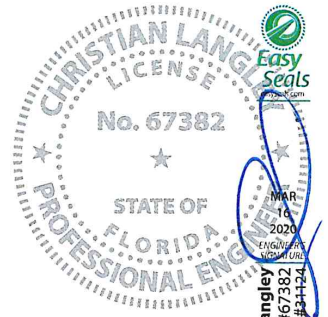
1 LETTER FACE: MATERIAL: 3/16" CLEAR ACRYLIC OR .150 CLEAR POLYCARBONATE FIRST SURFACE 3M 3635-70 DIFFUSER FILM & 3660 CLEAR OVERLAMINATE FILM	2 RETURNS: MATERIAL: 5" .040 OR .050 PRE-PAINTED BLACK ALUMINUM	3 TRIM CAP: MATERIAL: 1" JEWELITE COLOR: BLACK
4 BACKS: MATERIAL: PRE-PAINTED WHITE 3MM ACM PANELS	5 ILLUMINATION: MATERIAL: GE WHITE L.E.D. ILLUMINATION	6 ELECTRICAL: REMOTE. T.B.D. AMPS @ 120 V.

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 16265 Star Road Nampa, ID 83687 - toll free: 800.592.8058 - tele: 208.345.4020 WWW.imagenational.com	 NAMPA PLANT - UL #433195-001 U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.	Client: PUBLIC STORAGE	Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
		Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20 Designer: SH Account Manager: JG	Drawing type: Rev:	10 of 10

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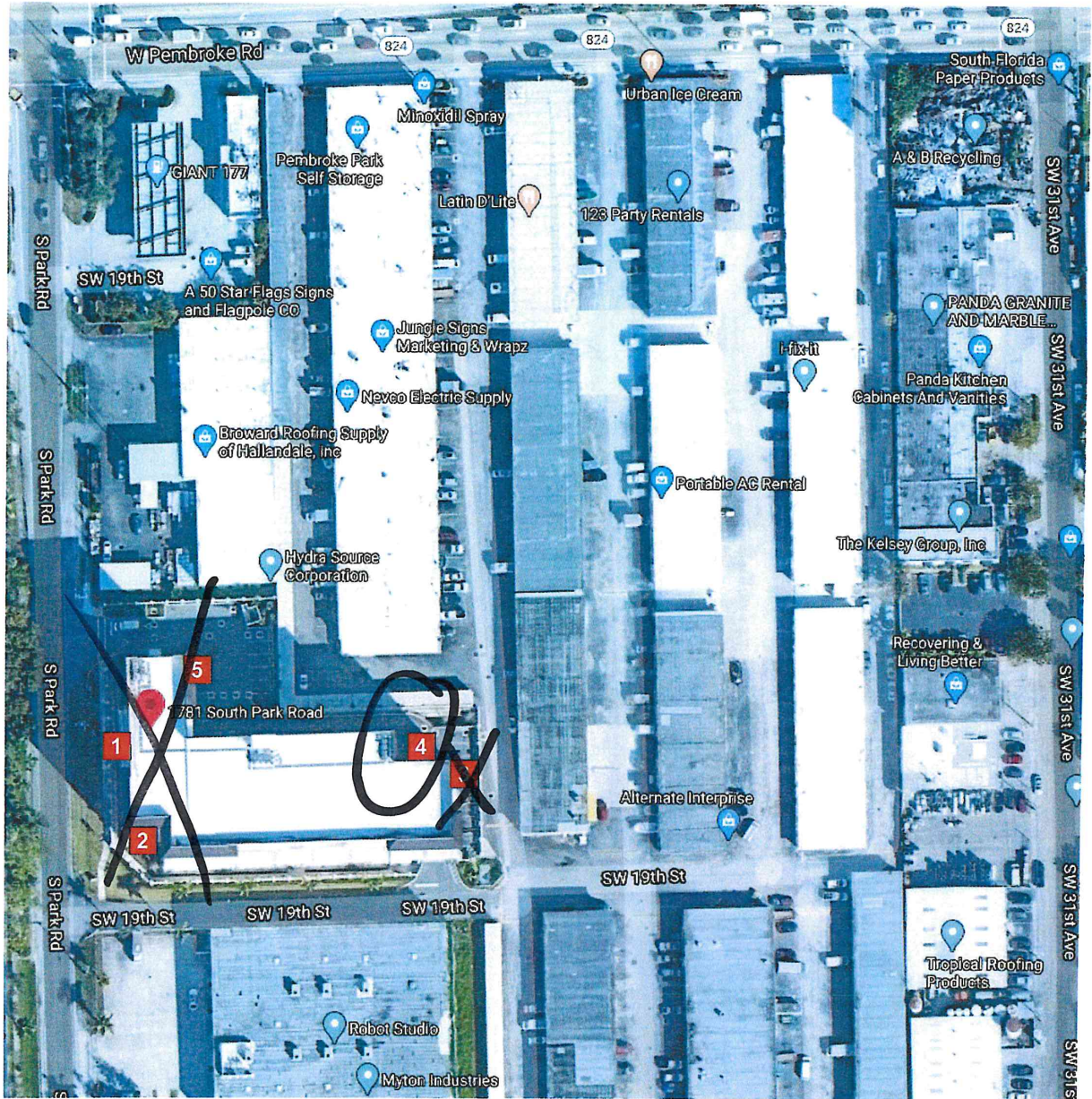
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Christian Langley
Florida PE #67382
Cert of Auth. #21424
1200 N Federal Hwy, #200
Boca Raton, FL 33432
1-888-371-3113

Wall components & cladding:
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf

Risk Category 2 Struct.
• ASD Load Coeff = 0.6
ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'



SITE PLAN
NOT TO SCALE

PAINTING Code:

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NANPA PLANT - UL #433195-001
U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: **PUBLIC STORAGE**
Site: **SITE # 1781 S PARK ROAD PEMBROKE PARK, FL**

Design Number: **TG-0399-20**

Date: **02/26/20**

Designer: **SH**

Account Manager: **JG**

File Location: **PS-TPM-HallandaleFL-020320-R2**

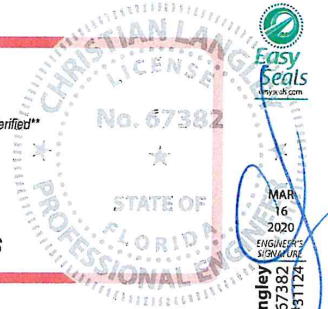
Drawing type:

Rev:

Page No.

1 of 10

- ☒ **Conceptual Artwork**
All Sizes are Estimated Until Technically Verified
- ☐ **Technical Artwork**
- ☐ **Designed per Redlines**



Christian Langley
Florida PE #67382
Boca Raton, FL 33432
1-888-571-3113
Cert of Auth #51124

- 1** ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- 2** ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- 3** ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
- 4** ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
- 5** FCO COPY ON PANEL - NON-ILLUMINATED
AREA: 6.0 SF

MAIN ID WALL SIGNS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
1	WEST ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
2	SOUTH ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
3	EAST ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	
4	NORTH ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	

SECONDARY WALL / DIRECTIONAL SIGNS / PANELS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
5	EAST ELEVATION		6.0 SF	FCO COPY B/G PANEL	

ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• ASD Load Coeff = 0.6
• Sign Height = 70 ft. max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
Wall components & cladding:

General Notes: • Design is in accordance with the requirements of the Fla Bldg Code 6th Ed (2017) for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM1-15, & NDS-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger, U.N.O.



NORTH ELEVATION
REMOVE AND DISCARD SIGN

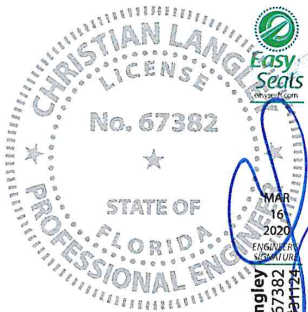
EXISTING SF: 144.0



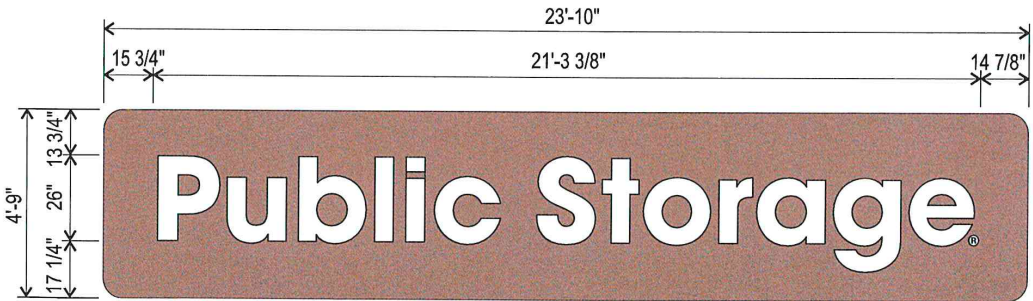
NORTH ELEVATION

PROPOSED SF: 113.2

NOTE:
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to call Image National on Site Direction.



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4 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"
LETTER AREA (BOXED) - 61.4 SF AREA (INCLUDING B/G) - 113.2 SF
MINIMUM CLEAR SPACE REQUIRED - 4'-9" X 23'-10"

Special Notes

BACKER PANEL PAINTED SW 6348 REYNARD

SEE NEXT PAGE FOR FULL ELEVATION VIEW

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UL UNDERWRITERS LABORATORIES ELECTRIC SIGN

NAMPA PLANT - UL #433195-001

U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

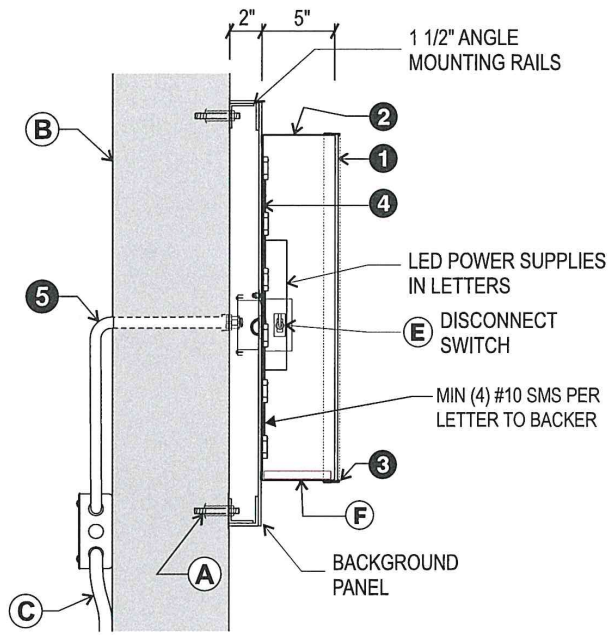
Client: PUBLIC STORAGE	Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20	Drawing type:	8 of 10
	Designer: SH	Rev:	
	Account Manager: JG		

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ASCE 7-10 • V=170 mph • Risk Category 2 Struct. • ASD Load Coeff = 0.6 • Exposure 'C' • WIND LOADS: • Sign Height = 70 ft max • Wall components & cladding: • Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf

Page 235 of 286



TYPICAL SECTION DETAIL
NOT TO SCALE

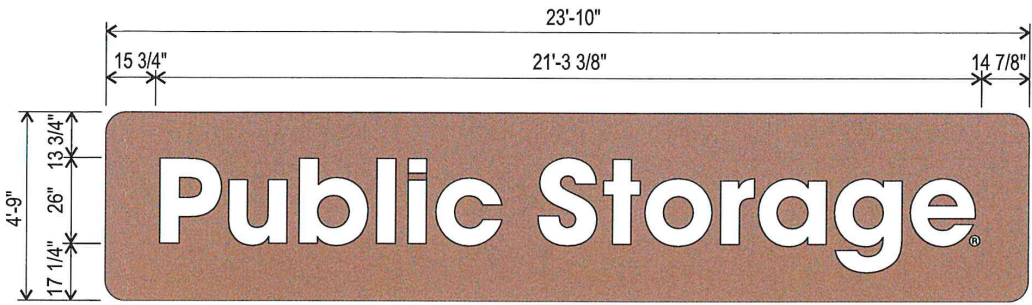
PARTS LIST:		
ITEM #	DESCRIPTION	
1	3/16" Acrylic / .150 Poly	(LETTER FACES)
2	Alum Coil 5.3" Black/Wht	(RETURNS)
3	Trim Cap Jewelite 1.0" Black	
4	White ACM Panel	(BACKS)
5	Flex Alum Conduit 1/2"	
INSTALL LIST:		
ITEM #	DESCRIPTION	
A	Non-Corrosive Securement Using Appropriate Mounting Hardware (Ref Anchor Schedule)	
B	Concrete or Masonry Wall	
C	20 amp 120v Circuits Required (supplied by others than Image National)	
D	1/4" Weep Holes With Baffles as Required	

NOTE:
ANY PENETRATIONS ABOVE ROOFLINE OR EXPOSED, ARE REQUIRED TO BE INSTALLED USING SEALTIGHT AND WEATHER PROOF BOXES. TO BE PROVIDED BY SIGN INSTALLER.

ANCHOR SCHEDULE

**ALL FASTENERS SHALL
BE SPACED EVENLY**

WALL MATERIAL	ANCHOR TYPE	QTY or SPACING
CONCRETE (3ksi) or HOLLOW MASONRY	3/8" THREADED RODS WITH MIN 2" EMBED IN ADHESIVE	MIN (60) TOTAL
	3/8" TAPCONS (OR EQUIV) WITH 2.5" EMBED	MIN (40) TOTAL
	3/8" EXPANSION ANCHORS WITH 3.5" EMBED	MIN (32) TOTAL
1/2" PLYWOOD (NO ACCESS BEHIND)	3/8" TOGGLE BOLTS	MIN (52) TOTAL
	1/4" WOOD SCREWS, FULL EMBED	MIN (82) TOTAL
METAL STUDS OR METAL PANELS	#14 METAL SCREWS TO MIN 18ga STEEL OR 0.090" ALUM	MIN (60) TOTAL
HOLLOW WALL (BLOCKING BEHIND)	3/8" THRUBOLTS OR LAGS TO SOLID BLOCKING BEHIND	MIN (32) TOTAL



3 4 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

1 LETTER FACE:
MATERIAL: 3/16" CLEAR ACRYLIC
OR .150 CLEAR POLYCARBONATE
FIRST SURFACE 3M 3635-70 DIFFUSER FILM
& 3660 CLEAR OVERLAMINATE FILM

2 RETURNS:
MATERIAL: 5" .040 OR .050
PRE-PAINTED BLACK ALUMINUM

3 TRIM CAP:
MATERIAL: 1" JEWELITE
COLOR: BLACK

4 BACKS:
MATERIAL: PRE-PAINTED WHITE
3MM ACM PANELS

5 ILLUMINATION:
MATERIAL: GE WHITE L.E.D. ILLUMINATION

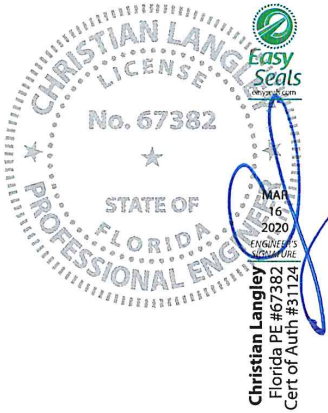
6 ELECTRICAL:
REMOTE.
T.B.D. AMPS @ 120 V.

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		Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL		Date: 02/26/20	Drawing type:	10 of 10
				Designer: SH	Rev:	
				Account Manager: JG		

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Christian Langley
Florida PE #67382
Cert of Auth #31124

1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113

Wall components & cladding:
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85

• Risk Category 2 Struct.
• ASD Load Coeff = 0.6

ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'



--

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UL UNDERWRITERS LABORATORIES
ELECTRIC SIGN

NAMPA PLANT -
UL #433195-00

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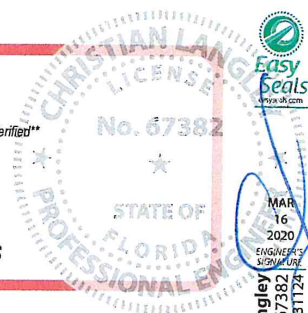
Client: PUBLIC STORAGE

Site: SITE #
1781 S PARK ROAD
PEMBROKE PARK, FL

MAIN ID WALL SIGNS					
SIGN/ #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
1	WEST ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
2	SOUTH ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
3	EAST ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	
4	NORTH ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	

SECONDARY WALL / DIRECTIONAL SIGNS / PANELS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
5	EAST ELEVATION		6.0 SF	FCO COPY R/G PANEL	

☒	Conceptual Artwork *All Sizes are Estimated Until Technically Verified
☐	Technical Artwork
☐	Designed per Redlines



1200 N Federal Hwy, #200
Boca Raton, FL 33432
1-888-371-3113

- Risk Category 2 Struct.
- ASD Load Coeff = 0.6
- Sign Height = 70 ft max
- Kzt=1.0, Kd=0.85, G=0.85

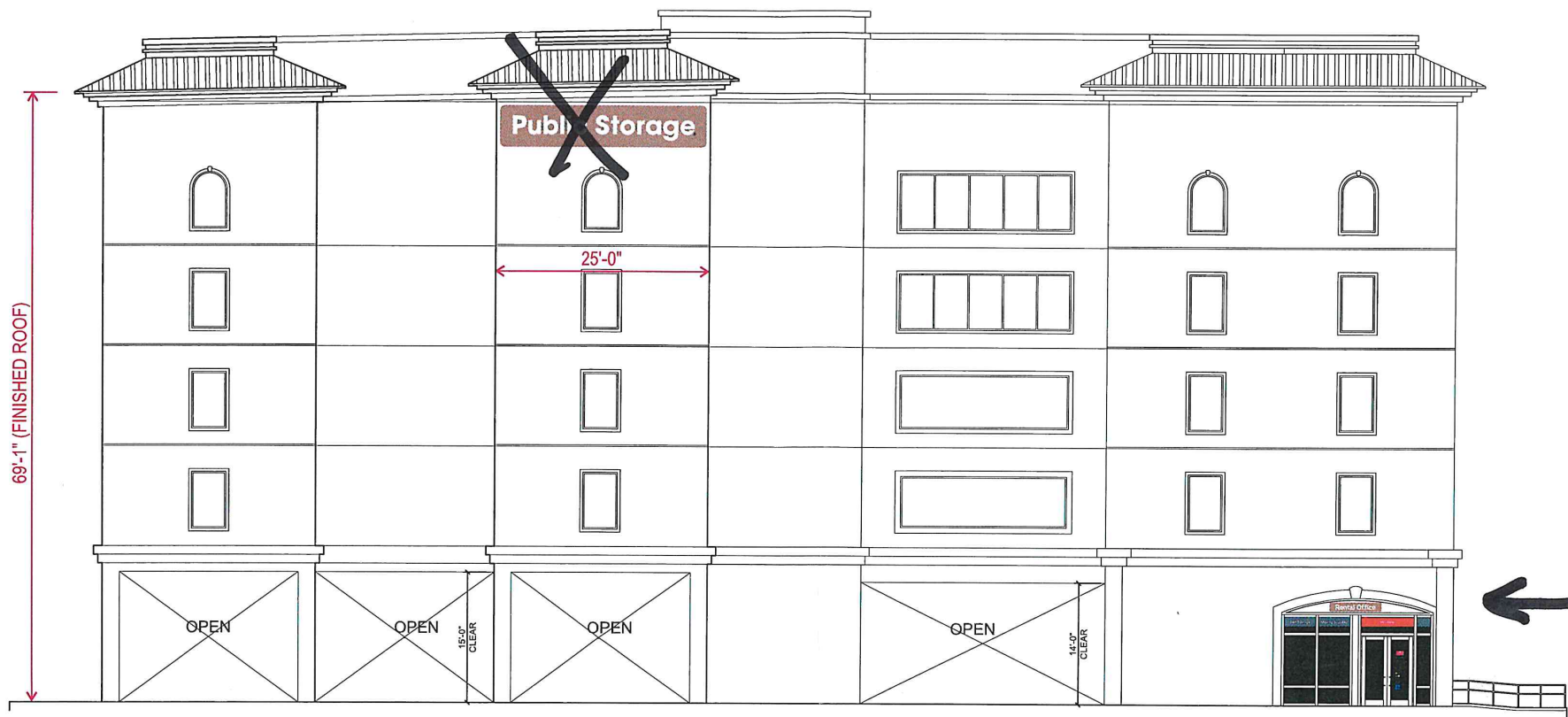
Wall components & cladding:

- Zone 4: ± 39.9 psf
- Zone 5: ± 79.7 psf

ASCE 7-10 • $V=170$ mph
WIND LOADS: • Exposure 'C'

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- All exposed fasteners shall be S.S. or have a protective coating for corrosion protection.
- All welding shall comply with AWS requirements.
- Steel walls, floors, ceilings
- Aluminum gutters, downspouts etc.

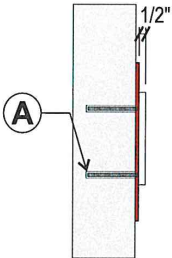


EAST ELEVATION
SCALE: 1/16" = 1'-0"

- Anchor Notes:
- 1/4-20 studs (6061-T6 Alum or 316 S.S.), centered in stroke width
 - Min (6) total, spaced evenly
 - Panel drilled and tapped to receive studs, min (5) threads engaged
 - Stud length to accommodate embed to host structure
 - Min 1.5" stud embed to hollow CBS (block) or concrete
 - Fill holes w/ LiquidNails LN-901 adhesive (or equiv)

Special Notes

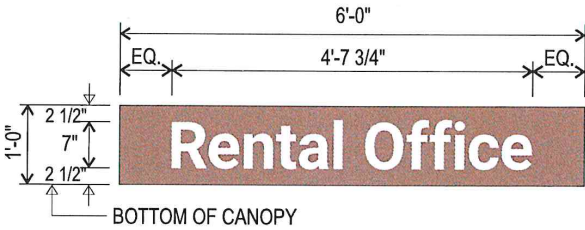
RENTAL OFFICE PANEL PAINTED SW 6348 REYNARD



TYPICAL SECTION DETAIL
NOT TO SCALE

INSTALL

A. Non-Corrosive Securement:
Install Flush to Wall with 1/4" Studs



6'-0"

EQ.

4'-7 3/4"

EQ.

2 1/2"

7"

2 1/2"

1'-0"

Bottom of Canopy

5

S/F PANEL WITH FCO COPY -
CANOPY MOUNTED - NON-ILLUMINATED
SCALE: 1/2"=1'-0"
AREA: 6.0 SF

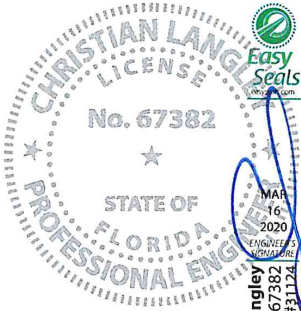
.125" ALUMINUM BACKGROUND PANEL PAINTED SW 6348
WITH 1/2" THICK WHITE ACRYLIC CUT OUT LETTERS
WITH FIRST SURFACE REFLECTIVE WHITE VINYL
INSTALL ON CANOPY WITH STUDS

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• V=170 mph
• Exposure 'C'

AGENDA ITEM REPORT



To: Town Manager
Subject: Credit Card Purchasing for Public Services
Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

Request to replace credit card authorized to be used by the former Public Works Director. A credit card is necessary to purchase goods and services \$5,000 and under in the Public Services Department.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Commission Approval

ALTERNATIVES:

it would be almost impossible to place orders online

	Status:
Myriam Jacques, Public Services AssistantDirector	Approved - Aug 17 2020
Finance director, Finance & Budget Director	Approved - Aug 18 2020
JC Jimenez, Town Manager	Pending

AGENDA ITEM REPORT



To: Commission
Subject: Broward Sheriff Office Outstanding Invoices
Meeting: 09 09 2020 -DRAFT AGENDA REGULAR COMMISSION MEETING - September 9, 2020
Department:
Staff Contact: Finance director, Finance & Budget Director

BACKGROUND INFORMATION:

Staff is requesting direction from the Commission regarding the outstanding invoices due to BSO

Audit says Broward Sheriff's Office has flawed contracts with cities

By Ariel Barkhurst, Sun Sentinel

OCTOBER 26, 2013

Depending on where you live, your taxes might be paying for someone else's police protection, or you may be getting more than you pay for.

The Broward Sheriff's Office is using flawed methods to calculate how much to charge cities for police, fire and emergency services, according to a newly released county audit.

As a result, in fiscal 2012 five municipalities -- most of them lower income -- served by BSO paid too much, while six did not pay enough. Only two cities, Tamarac and Weston, were charged the correct amount.

Because the Sheriff's Office spent \$1.7 million more on municipal services than it got back, residents of cities with their own police departments had to pay the difference through their county taxes.

"Even though we're looking at 2012, the practices we're looking at that caused those inconsistencies are existing today," County Auditor Evan Lukic said.

The audit did not examine whether the calculation problems may have led to less protection for the undercharged cities.

The most overcharged municipality was Lauderdale Lakes, one of the poorest in the county. It overpaid about \$1.5 million, or 12 percent of the contract's cost, in 2012. BSO has not yet given an explanation for the discrepancy, Lukic said.

City Manager Jonathan Allen said that beginning in about 2009, the cost of its BSO contract has often exceeded the total amount of money the city gets in taxes. That was the case in 2012, he said.

Unable to pay, Lakes teetered on the brink of insolvency and still owes Broward County \$6.8 million for services. City taxes have gone up several times due to the cost of public safety, Allen said.

"That is a lot of money for us, \$1.5 million," he said. "If we could get that much forgiven in our debt to the county it would significantly improve our financial position."

BSO and Lauderdale Lakes are in talks about some debt forgiveness, said BSO general counsel Ron Gunzburger.

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which receives about \$2 million more in services
or City has a 15-year contract that keeps its costs

"This is just not fair," said County Commissioner Dale Holness. "It's not just. It is outrageous that for all this time we're subsidizing one of the wealthiest cities in Broward County, and here it is we find that one of the cities with the lowest income is actually subsidizing this. Where is the outrage?"

Gunzburger blamed the problem on decisions made by former Sheriff Al Lamberti. He intentionally undercharged for administrative costs in his 2012 budget, Gunzburger said.

"Sheriff Israel is committed to having all contract cities being revenue neutral," he said.

The County Commission plans to hear the Sheriff's Office response to the audit at a future meeting. Although it was supposed to be discussed last week, no one from the department showed up.

Pembroke Park Town Manager Bob Levy said the audit has shaken his faith. The BSO district for Pembroke Park and West Park overpaid by about a quarter of a million dollars in 2012.

"We assumed that since they give us a list of how much each deputy costs, what each vehicle costs, on and one, we took it as gospel," Levy said. "I was surprised to find out it wasn't gospel."

abarkhurst@tribune.com or 954-356-4451

Overpayments:

Lauderdale Lakes--\$1.5 million

West/Pembroke Park--\$470,000

Parkland--\$150,000

Oakland Park--\$250,000

North Lauderdale--\$81,000

Underpayments:

Cooper City--\$2.2 million

Southwest Ranches--\$84,000

Lauderdale by the Sea--\$102,000

Deerfield Beach--\$802,000

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12/18/2018

Audit says Broward Sheriff's Office has flawed contracts with cities - Sun Sentinel

*Port Everglades--\$217,000

Airport--\$243,000

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This article is related to: Broward County Sheriff's Office, Lauderdale Lakes, Weston, Tamarac, Al Lamberti

[Faint, mostly illegible text from the article body]

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RESOLUTION NO. 2020-090

A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A
CODE OF CONDUCT FOR ELECTED AND APPOINTED
TOWN OFFICIALS; SUPERSEDING CONFLICTING
RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is imperative that all elected and appointed officials of the Town, while exercising the duties of their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of the Town government; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to adopt a Code of Conduct to describe the manner in which elected and appointed officials should treat one another, Town staff, constituents and others they come in contact with while representing the Town of Pembroke Park.

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

Section 1: That the Town Commission hereby adopts the following Code of Conduct for elected and appointed Town officials, to wit:

“CONDUCT GUIDELINES

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

1. Elected and Appointed Officials’ Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all

cases, this common goal should be acknowledged even though individuals may not agree on every issue.

- (a) Honor the role of the chair in maintaining order.

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- (b) Practice civility and decorum in discussions and debate.

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not justify nor permit, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments about other officials, Town staff or members of the public.

- (c) Avoid personal comments that could offend other members.

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control and order during this discussion.

- (d) Demonstrate effective problem solving approaches.

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome to participate regarding matters that affect the community is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- (a) Be attentive to speakers and treat them with respect.

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

- (b) Be fair and equitable in allocating public hearing time to individual speakers.

The chair will determine and announce time limits on individual speakers at the start of the public hearing process.

- (c) Practice active listening.

It is disconcerting to speakers to have members who appear to be uninterested in a speaker's presentation when they are speaking. It is acceptable to review documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those expressions that could be interpreted as "smirking," disbelief, anger or boredom.

- (d) Maintain an open mind.

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials regarding the matter under consideration.

- (e) Ask for clarification, but avoid debate and argument with the public.

Only the chair – not individual members – is permitted to interrupt a speaker during a

presentation. However, a member may ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. Elected and Appointed Officials' Conduct with Town Staff

Governance of the Town relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the Town Commission, and Town staff who implement and administer the Commission's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) Treat all Town staff as professionals.

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

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

Elected and appointed officials should not disrupt Town staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to meet the official's individual needs. Elected and appointed officials should not attend Town staff meetings unless requested by staff. Even when the elected or appointed official does not say anything at a staff meeting, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

(c) Never publicly criticize an individual employee.

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

through private correspondence or conversation.

- (d) Do not get involved in administrative functions.

Elected and appointed officials acting in their individual capacity must not attempt to influence Town staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, granting of Town licenses and permits or any other administrative functions.

- (e) Do not solicit political support from staff.

Elected and appointed officials must not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff. Town staff may, as private citizens with constitutional rights, support political candidates, but all such activities must be conducted away from the workplace.

4. Commission Conduct with appointed officials

The Town has established citizen Boards to assist in the operation of the Town and to allow for community input. Citizens who serve on Boards become more involved in government and serve as advisors to the Town Commission. They are a valuable resource to the Town's leadership and should be treated with appreciation and respect.

- (a) Commissioners attending Board meetings must be careful to only express personal opinions.

Commissioners may attend any Board meeting in the same manner as any member of the public. However, Commissioners should be sensitive to the fact that their participation – especially if it is on behalf of an individual, business owner or developer – could be viewed as unfairly affecting the Board's decision making process. Any public comments by a Commissioner at a Board meeting should be clearly made as individual stating a personal

opinion and not as a Commissioner representing the opinion of the entire Town Commission.

- (b) Limit contact with Board members to questions of clarification.

It is inappropriate for a Commissioner to contact a Board member to lobby on behalf of an individual, business owner, or developer, and vice versa. It is acceptable for Commissioners to contact Board members in order to clarify a position taken by the Board.

- (c) Respect that Boards serve the community, not individual Commissioners.

The Town Commission appoints individuals to serve on Boards, and it is the responsibility of the Boards to follow policy established by the Town Commission. Board members, however, do not report to individual Commissioners, nor should Commissioners feel they have the power or right to threaten Board members with removal from a Board if they disagree with a Commissioner about an issue. Appointment and re-appointment to a Board should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board appointment may not be used as a political "reward."

- (d) Be respectful of diverse opinions.

A primary role of Boards is to represent many points of view in the community and to provide the Town Commission with advice based on a full spectrum of concerns and perspectives. Commissioners may have a closer working relationship with some individuals serving on Boards, but Commissioner's must be fair and respectful of all citizens serving on Boards.

- (e) Keep political support away from public forums.

Board members may offer political support to a Commissioner, but not in a public forum while conducting official duties. Conversely, Commissioners may support Board members who

are running for office, but not in an official forum in their capacity as a Commissioner.

IMPLEMENTATION

The Code of Conduct is intended to be self-enforcing and is an expression of the standards of conduct for elected and appointed officials expected by the Town. The Code of Conduct therefore becomes most effective when individuals are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for Town Commission, Town Manager, Town Clerk, applicants to Boards, and newly elected and appointed officials. Members entering office shall sign a statement acknowledging they have read and understand the Code of Conduct. In addition, the Code of Conduct shall be periodically reviewed by the Town Commission and updated as necessary.”

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

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

PASSED AND ADOPTED, this ____ day of August, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

Town of Pembroke Park
Resolution No. 2020-090

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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*
LIZA D. ROBLES
*Board Certified City,
County and Local
Government Lawyer

TELEPHONE 954.920.2921
FACSIMILE 954.921.1247

To: Ashira Mohammed, Mayor
Howard P. Clark, Jr., Vice-Mayor
Geoffery Jacobs, Clerk-Commissioner
Georgina Cohen, Commissioner
Reynold Dieuville, Commissioner
Juan C. Jimenez, Town Manager

From: Christopher J. Ryan *CJR*

Re: Proposed Town Attorney Ordinance

Date: August 19, 2020

Our File Number: 24799E

The Town has routinely contracted with individuals or law firms as outside counsel to provide legal services for the Town. The Town Commission has stated its intention to hire an attorney as a full time Town employee to serve as in-house legal counsel for the Town. There currently are not any provisions in the Town's governing documents related to the office of Town Attorney.

I recommend that the Town Commission adopt an ordinance establishing the office of Town Attorney and provide for the appointment, qualifications, compensation and duties and responsibilities for the Town Attorney. I have prepared the two attached ordinances and request the Town Commission to review and consider adopting either ordinance to establish the Town Attorney as a Town official.

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ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR THE ESTABLISHMENT OF THE OFFICE OF TOWN ATTORNEY, APPOINTMENT, QUALIFICATIONS, COMPENSATION AND DUTIES AND RESPONSIBILITIES OF THE TOWN ATTORNEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has regularly contracted with attorneys or law firms as independent contractors to serve as Town Attorney; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to hire an attorney as a full-time employee of the Town to provide legal services for the Town; and

WHEREAS, the Town Commission has determined it is appropriate to establish the office of the Town Attorney in the Pembroke Park Code of Ordinances to provide for the appointment, qualifications, compensation and duties and responsibilities for the Town Attorney.

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

Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered Section 2-100.1, which section reads as follows:

“Sec. 2-100.1 – Town Attorney; appointment; qualifications; compensation; duties and responsibilities.

The Town Commission shall appoint a Town Attorney who shall be the legal advisor to and attorney for the Town and all of its officers in matters relating to their official duties. The Town Attorney shall be a member in good standing of the Florida Bar, shall serve at the will of

the Town Commission, and shall receive compensation in an amount fixed by resolution of the Town Commission. The Town Attorney shall prosecute and defend all suits, complaints and controversies for and on behalf of the Town, unless otherwise directed by the Town Commission, and shall review all contracts, bonds, and other instruments in writing in which the Town is a party, and shall endorse upon each approval as to form and correctness. The Town Attorney shall furnish the Town Commission, the Town Manager or other municipal officials at the direction of the Town Commission, an opinion on any question of law relating to their respective powers and duties.”

Section 2: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 5: That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have approved
the form and correctness of this Ordinance

CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEORGINA COHEN	_____
GEOFFREY JACOBS	_____
REYNOLD DIEUVEILLE	_____

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR THE ESTABLISHMENT OF THE OFFICE OF TOWN ATTORNEY, APPOINTMENT, QUALIFICATIONS AND COMPENSATION; PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THE TOWN ATTORNEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has regularly contracted with attorneys or law firms as independent contractors to serve as Town Attorney; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to hire an attorney as a full-time employee of the Town to provide legal services for the Town; and

WHEREAS, the Town Commission has determined it is appropriate to establish the office of the Town Attorney in the Pembroke Park Code of Ordinances to provide for the appointment, qualifications, compensation and duties and responsibilities for the Town Attorney.

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

Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered Section 2-100.1, which section reads as follows:

“Sec. 2-100.1 – Town Attorney; appointment; qualifications; compensation.

The Town Commission shall appoint a Town Attorney who shall serve at the will of the Town Commission under such terms and conditions as it deems appropriate. The Town Attorney shall be a member in good standing of the Florida Bar with at least _____ years of experience

and practice in the courts of the State of Florida. The Town Attorney shall receive such compensation as the Town Commission may fix by resolution. Neither the Town Attorney nor any of his or her assistants shall receive any compensation in connection with the performance of the duties of the office other than the amounts paid directly by the Town for services rendered to the Town. The Town Commission may, by resolution, authorize one (1) or more special counsel to be retained for the purpose of performing such legal duties as may be prescribed by said resolution. Each such resolution shall further prescribe the compensation to be paid the special counsel.”

Section 2: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered Section 2-100.2, which section reads as follows:

“Sec. 2-100.2 – Duties and responsibilities.

The Town Attorney shall be the legal advisor to, and attorney and counselor for, the municipality and all of its officers in matters relating to their official duties, and in that capacity shall have the following authority:

- (1) To act as legal counsel and advisor to the Town Commission and Town Manager, as well as to Town departments, boards, and committees, and to provide legal opinions where warranted in the performance of such function.
- (2) To prepare or review ordinances, resolutions, contracts, and other legal instruments, and to approve as to form and legal sufficiency.
- (3) To file, prosecute or defend, for and on behalf of the Town, all complaints, suits, code violations, enforcement actions, offenses and controversies to which the Town is a party, or to which it is in the Town’s interests to become a party, before any court or

other tribunal; to file suit where expressly authorized by the Pembroke Park Code of Ordinances. The approval of the Town Commission shall be sought before filing suit, except where immediate action is warranted, in which case the Town Attorney, with the approval of the Town Manager, may act in the best interest of the Town, and will promptly notify the Town Commission of such legal action.

- (4) To file amicus curiae briefs or intervene in actions already pending on behalf of the Town where the Town Attorney determines that the Town has an interest in such proceedings and where such action is warranted to protect the Town's interests.
- (5) To represent or provide for the representation of Town officers and employees where required by law or where otherwise appropriate, and where such officers and employees are sued based on actions taken in their official capacities. This authority does not limit any right to indemnification as established elsewhere in this code.
- (6) To settle disputes and sign settlement agreements on behalf of the Town consistent with settlement authority as designated by applicable law or by resolution of the Town Commission unless such authority is provided to the Town Manager or another Town officer under the Town Charter, this code, or zoning code.
- (7) To attend and speak at meetings of the Town Commission or any Town board.
- (8) To interpret the Town Charter, this code, and zoning code on behalf of the Town.
- (9) To renumber or make corrections to ordinances, resolutions, this code and the zoning code where appropriate to address scrivener's and typographical errors, to delete provisions that have been superseded or preempted by applicable law, and to improve the format by moving provisions within and between the ordinances, resolutions and code.

- (10) To issue cease and desist letters in accordance with the provision of this code relating to cease and desist letters.
- (11) To act as parliamentarian and to make rulings on matter of parliamentary law.
- (12) To prosecute municipal ordinance violations, to coordinate with prosecutorial entities, and to name a Town Prosecutor to carry out those functions.
- (13) To exercise all other authority granted to the Town Attorney in the Town Charter, this code, and zoning code.”

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

Section 4: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 6: That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have approved
the form and correctness of this Ordinance

CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEORGINA COHEN	_____
GEOFFREY JACOBS	_____
REYNOLD DIEUVEILLE	_____

ORDINANCE NO. 2020-008A

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR THE ESTABLISHMENT OF THE OFFICE OF TOWN ATTORNEY, APPOINTMENT, QUALIFICATIONS, COMPENSATION AND DUTIES AND RESPONSIBILITIES OF THE TOWN ATTORNEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has regularly contracted with attorneys or law firms as independent contractors to serve as Town Attorney; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to hire an attorney as a full-time employee of the Town to provide legal services for the Town; and

WHEREAS, the Town Commission has determined it is appropriate to establish the office of the Town Attorney in the Pembroke Park Code of Ordinances to provide for the appointment, qualifications, compensation and duties and responsibilities for the Town Attorney.

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

Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered Section 2-100.1, which section reads as follows:

“Sec. 2-100.1 – Town Attorney; appointment; qualifications; compensation; duties and responsibilities.

The Town Commission shall appoint a Town Attorney who shall be the legal advisor to and attorney for the Town and all of its officers in matters relating to their official duties. The

Town of Pembroke Park
Ordinance No. 2020-008A

Town Attorney shall be a member in good standing of the Florida Bar, shall serve at the will of the Town Commission, and shall receive compensation in an amount fixed by resolution of the Town Commission. The Town Attorney shall prosecute and defend all suits, complaints and controversies for and on behalf of the Town, unless otherwise directed by the Town Commission, and shall review all contracts, bonds, and other instruments in writing in which the Town is a party, and shall endorse upon each approval as to form and correctness. The Town Attorney shall furnish the Town Commission, the Town Manager or other municipal officials at the direction of the Town Commission, an opinion on any question of law relating to their respective powers and duties.”

Section 2: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

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

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Town of Pembroke Park
Ordinance No. 2020-008A

Section 5: That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have approved
the form and correctness of this Ordinance

CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEORGINA COHEN	_____
GEOFFREY JACOBS	_____
REYNOLD DIEUVEILLE	_____

ORDINANCE NO. 2020-008B

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR THE ESTABLISHMENT OF THE OFFICE OF TOWN ATTORNEY, APPOINTMENT, QUALIFICATIONS AND COMPENSATION; PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THE TOWN ATTORNEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has regularly contracted with attorneys or law firms as independent contractors to serve as Town Attorney; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to hire an attorney as a full-time employee of the Town to provide legal services for the Town; and

WHEREAS, the Town Commission has determined it is appropriate to establish the office of the Town Attorney in the Pembroke Park Code of Ordinances to provide for the appointment, qualifications, compensation and duties and responsibilities for the Town Attorney.

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

Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered Section 2-100.1, which section reads as follows:

“Sec. 2-100.1 – Town Attorney; appointment; qualifications; compensation.

The Town Commission shall appoint a Town Attorney who shall serve at the will of the Town Commission under such terms and conditions as it deems appropriate. The Town Attorney

shall be a member in good standing of the Florida Bar with at least _____ years of experience and practice in the courts of the State of Florida. The Town Attorney shall receive such compensation as the Town Commission may fix by resolution. Neither the Town Attorney nor any of his or her assistants shall receive any compensation in connection with the performance of the duties of the office other than the amounts paid directly by the Town for services rendered to the Town. The Town Commission may, by resolution, authorize one (1) or more special counsel to be retained for the purpose of performing such legal duties as may be prescribed by said resolution. Each such resolution shall further prescribe the compensation to be paid the special counsel.”

Section 2: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered Section 2-100.2, which section reads as follows:

“Sec. 2-100.2 – Duties and responsibilities.

The Town Attorney shall be the legal advisor to, and attorney and counselor for, the municipality and all of its officers in matters relating to their official duties, and in that capacity shall have the following authority:

- (1) To act as legal counsel and advisor to the Town Commission and Town Manager, as well as to Town departments, boards, and committees, and to provide legal opinions where warranted in the performance of such function.
- (2) To prepare or review ordinances, resolutions, contracts, and other legal instruments, and to approve as to form and legal sufficiency.
- (3) To file, prosecute or defend, for and on behalf of the Town, all complaints, suits, code violations, enforcement actions, offenses and controversies to which the Town is a

party, or to which it is in the Town's interests to become a party, before any court or other tribunal; to file suit where expressly authorized by the Pembroke Park Code of Ordinances. The approval of the Town Commission shall be sought before filing suit, except where immediate action is warranted, in which case the Town Attorney, with the approval of the Town Manager, may act in the best interest of the Town, and will promptly notify the Town Commission of such legal action.

- (4) To file amicus curiae briefs or intervene in actions already pending on behalf of the Town where the Town Attorney determines that the Town has an interest in such proceedings and where such action is warranted to protect the Town's interests.
- (5) To represent or provide for the representation of Town officers and employees where required by law or where otherwise appropriate, and where such officers and employees are sued based on actions taken in their official capacities. This authority does not limit any right to indemnification as established elsewhere in this code.
- (6) To settle disputes and sign settlement agreements on behalf of the Town consistent with settlement authority as designated by applicable law or by resolution of the Town Commission unless such authority is provided to the Town Manager or another Town officer under the Town Charter, this code, or zoning code.
- (7) To attend and speak at meetings of the Town Commission or any Town board.
- (8) To interpret the Town Charter, this code, and zoning code on behalf of the Town.
- (9) To renumber or make corrections to ordinances, resolutions, this code and the zoning code where appropriate to address scrivener's and typographical errors, to delete provisions that have been superseded or preempted by applicable law, and to improve

the format by moving provisions within and between the ordinances, resolutions and code.

(10) To issue cease and desist letters in accordance with the provision of this code relating

to cease and desist letters.

(11) To act as parliamentarian and to make rulings on matter of parliamentary law.

(12) To prosecute municipal ordinance violations, to coordinate with prosecutorial entities,

and to name a Town Prosecutor to carry out those functions.

(13) To exercise all other authority granted to the Town Attorney in the Town Charter, this

code, and zoning code.”

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

Section 4: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions,

Town of Pembroke Park
Ordinance No. 2020-008B

in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 6: That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have approved
the form and correctness of this Ordinance

CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED

HOWARD P. CLARK, JR.

GEORGINA COHEN

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

Town of Pembroke Park
Ordinance No. 2020-008B

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ORDINANCE NO. 2020-007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 2, ADMINISTRATION; AMENDING ARTICLE IV, EMERGENCY MANAGEMENT; PROVIDING FOR DELETION OF SECTIONS 2-101 THROUGH 2-106; PROVIDING FOR NEW SECTIONS ENTITLED INTENT AND OBJECTIVES, DECLARATION OF STATE OF EMERGENCY BASED UPON SUBSTANTIAL HARM, DECLARATION OF STATE OF EMERGENCY BASED UPON CIVIL UNREST, NOTICE, DISCRETIONARY EMERGENCY MEASURES OF THE TOWN MANAGER, CLEARING OF DEBRIS FROM PRIVATE STREETS, ROADS, AND ROADWAYS, AND OTHER PRIVATE PROPERTY AFTER A DECLARED EMERGENCY OR DISASTER, PENALTY, AND IMMUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 252.38, Florida Statutes, authorizes and encourages municipalities to create municipal emergency management programs, and that such programs shall coordinate their activities with those of the county emergency management agency; and

WHEREAS, Article VIII of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Town Commission desires to amend the code of ordinances to provide for comprehensive emergency management procedures; and

WHEREAS, the Town Commission finds that the proposed emergency management procedures in this ordinance are consistent with and subject to the applicable Broward County Emergency Management Plan pursuant to Section 252.38(2), Florida Statutes.

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

Section 1: That sections 2-101 through 2-106, of the Code of Ordinances, Town of
Pembroke Park, Florida, are hereby deleted in their entirety.

Section 2: That the Code of Ordinances of the Town of Pembroke Park, Florida, is
hereby amended by adding a section, to be numbered 2-101, which section reads as follows:

“Sec. 2-101. Intent and objectives.

Natural, technological and manmade disasters and other emergencies that occur in the
Town may threaten the life, health and safety of its people, damage and destroy property, disrupt
services and everyday business and recreational activities and impede economic growth and
development within the Town. A state of emergency may be declared in emergencies to activate
the emergency mitigation, response and recovery aspects of the state, local and interjurisdictional
emergency management plans. It is the intent of this article to designate the Mayor as the
authorized Town official to declare a state of emergency and to provide the Town Manager with
the authority to manage the event and expedite the recovery of the community affected by a
disaster or other emergency.”

Section 3: That the Code of Ordinances of the Town of Pembroke Park, Florida, is
hereby amended by adding a section, to be numbered 2-102, which section reads as follows:

“Sec. 2-102. Declaration of state of emergency based upon substantial harm.

(a) The purpose of the declaration of a state of emergency based upon substantial
harm is to meet the dangers presented to the Town and its people by emergencies pursuant to the
terms

of Chapter 252, Florida Statutes, whether such emergency is declared by the Mayor or the governor of the state.

(b) The Mayor, or the Vice Mayor, in the Mayor's absence, is designated the Town official that may declare that a state of emergency based upon substantial harm exists within the Town or any part or parts thereof pursuant to Section 252.38, Florida Statutes. The Mayor may declare that a state of emergency based upon substantial harm exists whenever the Mayor determines that:

(1) An emergency has been created by an occurrence whether natural, technological or manmade, that results in substantial injury or harm to the population or substantial damage to or loss of property; or

(2) An emergency has been created by an imminent threat of an occurrence, whether natural, technological or manmade, which may result in substantial injury or harm to the population or substantial damage to or loss of property.

(c) In the event of an emergency based upon substantial harm, the Town Manager shall take necessary steps for the protection of life and property and for the preservation of public peace and safety within the Town, whether such emergency is declared by the Mayor or the governor of the state. A declaration of a state of emergency based upon substantial harm, whether declared by the Town official pursuant to Section 252.38, Florida Statutes, or the governor pursuant to Section 252.36, Florida Statutes, shall activate the emergency plans to the extent applicable to the Town and the nature of the emergency.

(d) Upon declaration of a state of emergency based upon substantial harm, whether declared by the Mayor pursuant to Section 252.38, Florida Statutes, or the governor pursuant to Section 252.36, Florida Statutes, the following emergency measures apply:

(1) The Town Manager is authorized to order any appropriate emergency measures as set forth in section 2-105 of this article.

(2) If the declaration is made by the governor, the automatic tolling and extension of permits and other authorizations is effective within the geographic area for which the declaration applies as set forth in Section 252.363, Florida Statutes. Such tolling includes, but is not limited, to extensions of development orders and building permits. Nothing herein is intended to limit any requirement to maintain and secure property.

(e) A state of emergency based upon substantial harm declared by the Mayor pursuant to this section shall commence immediately upon the declaration of the emergency and shall terminate automatically after seven days. The Mayor may extend the duration of the state of emergency in increments of up to seven days. The Mayor may establish an early termination of the emergency period declared or extended by the Mayor.

(f) Nothing herein shall prohibit the concurrent declaration of a state of emergency based upon civil unrest pursuant to section 2-103 of this article.”

Section 4: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-103, which section reads as follows:

“Sec. 2-103. Declaration of state of emergency based upon civil unrest.

(a) The purpose of the declaration of a state of emergency based upon civil unrest is to protect citizens from a clear and present danger of violence pursuant to the terms of Sections 870.041-870.045, Florida Statutes.

(b) The Mayor, or the Vice Mayor, in the Mayor's absence, is designated the Town official that may declare that a state of emergency based upon civil unrest exists within the Town or any part or parts thereof whenever the Mayor determines that:

(1) There has been an act of violence or a flagrant and substantial defiance of or resistance to, a lawful exercise of public authority; and

(2) Partly on account thereof, there is reason to believe that there exists (i) a clear and present danger of a riot or other general public disorder, (ii) widespread disobedience of the law, and (iii) substantial injury to persons or to property, all of which constitutes an imminent threat to public peace or order and to the general welfare of the Town or a part or parts thereof.

(c) Upon a declaration of a state of emergency based upon civil unrest pursuant to this section, the following emergency measures apply:

(1) The automatic restrictions regarding guns, firearms and ammunition as set forth in Section 870.044, Florida Statutes, shall be effective throughout the entire Town.

(2) The Town Manager is authorized to order any appropriate emergency measures as set forth in section 2-105 of this article.

(d) A state of emergency based upon civil unrest declared pursuant to this section shall commence immediately upon the declaration of the emergency and shall terminate automatically after 72 hours. The Town Commission may extend the 72-hour time limit by an appropriate

resolution. If the Town Commission fails to extend the state of emergency, the state of emergency is terminated after 72 hours. Either the Mayor or the Town Commission may establish an early termination of any emergency period.

(e) Nothing herein shall prohibit the concurrent declaration of a state of emergency based upon substantial harm pursuant to section 2-102 of this article.”

Section 5: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-104, which section reads as follows:

“Sec. 2-104. Notice.

(a) Any emergency declaration or order issued under this article shall become effective immediately upon issuance and shall be reduced to writing as soon as practicable thereafter. Such emergency declaration and orders, upon being reduced to writing, shall state the nature of the emergency, the length of time such orders are to remain in effect, and shall call attention to the penalty for violation thereof. As soon as feasible after issuance, such emergency declaration and orders shall be filed in the office of the Town Clerk.

(b) As promptly as practical after issuance, such emergency declaration and orders shall be delivered to appropriate news media for publication and published by other appropriate means.

(c) The Town Manager shall report to the Town Commission on actions authorized and taken under the provisions of this chapter in response to a declared state of emergency

Section 6: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-105, which section reads as follows:

“Sec. 2-105. Discretionary emergency measures of the Town Manager.

(a) The powers set forth herein may be exercised by the Town Manager after a state of emergency has been declared by the Mayor as referenced in section 2-102 or section 2-103 of this article.

(b) Unless specifically limited by the declaration of the Mayor or the governor, as the case may be, said powers may be utilized and the Town Manager shall be authorized to issue, amend and rescind emergency orders in the interest of public safety and welfare, and, when appropriate or practicable, in coordination with the state and county, effective within the entire Town or within such geographical areas as may be designated by the Mayor. Said orders and powers include but are not limited to the following subjects:

(1) Governor's powers. Upon a declaration of a state of emergency by the governor based upon substantial harm as authorized pursuant to Section 252.36, Florida Statutes, and subject thereto, the Town Manager is authorized to act on behalf of the Town to effectuate and enforce said order of the governor, including, but not limited, to those emergency measures generally described as follows:

- a. To suspend provisions of regulatory statute and related ordinances;
- b. To utilize available state and Town resources;
- c. To direct and compel the evacuation of the population;

d. To control ingress and egress to and from an emergency area and the movement and occupation by persons within the area;

e. To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and combustibles;

f. To make provision for temporary housing;

g. To limit utility services;

h. To establish a curfew; and

i. To extend the hours of solid waste disposal.

(2) Statutory powers.

a. Upon a declaration of a state of emergency based upon substantial harm, whether declared by the Mayor pursuant to Section 252.38, Florida Statutes, or by the governor pursuant to Section 252.36, Florida Statutes, and subject thereto, the Town Manager is authorized to order the discretionary emergency measures authorized to the Town as set forth in Section 252.38(3), Florida Statutes. Such orders shall have the force and effect of law. The powers include but are not limited to those generally described as follows:

1. To request state assistance;

2. To invoke emergency-related mutual-aid assistance; and

3. To waive the procedures and formalities otherwise required by state or local law pertaining to the following:

- Performance of public work;
- Entering into contracts;

- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution of supplies, materials and facilities;
- and
- Appropriation and expenditure of public funds.

b. Upon a declaration of a state of emergency based upon civil unrest, the Town Manager is authorized to order the discretionary emergency measures during the period of the state of emergency as set forth in Section 870.045, Florida Statutes, and generally described as follows:

1. To establish curfew;
2. To prohibit sale or distribution of alcohol;
3. To prohibit possession of alcohol in a public place;
4. To authorize closing of certain public places;
5. To prohibit sale or transfer of gas or other flammable or combustible liquids;

and

6. To prohibit possession of portable containers of gas or other flammable or combustible liquids in a public place.

(3) Upon any declaration of a state of emergency, whether declared by the Mayor pursuant to Section 252.38, Florida Statutes, or Section 870.043, Florida Statutes, or by the governor pursuant to Section 252.36, Florida Statutes, and subject thereto, the Town Manager is

authorized to order discretionary emergency measures to suspend provisions of Pembroke Park

Code of Ordinances as follows:

- a. During the declared state of emergency, to require that portable signs, flags, and banners be removed during an emergency and providing for the circumstances for the aforesaid removal;
- b. To temporarily provide for the waiving of fees and deposits for Town services or applications for building permits, comprehensive plan amendments, or land development regulations or permits;
- c. During the declared state of emergency, to impose water or waste water use restrictions;
- d. To temporarily suspend purchasing requirements set forth in Chapter 2, Article V of Pembroke Park Code of Ordinances;
- e. To provide a grace period for the replacement of fencing, vegetation and/or visual barriers;
- f. To authorize temporary living quarters, including tents and recreational vehicles;
- g. To remedy the condition of private streets, roads, and roadways, and other private property pursuant to section 2-106 of this article;
- h. To issue emergency regulations necessary for the protection of life and property,

establishment of public order and control of adverse conditions affecting public welfare;

i. To provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency.

(4) Upon any declaration of a state of emergency, whether declared by the Mayor pursuant to Section 252.38, Florida Statutes, or Section 870.043, Florida Statutes, or by the governor pursuant to Section 252.36, Florida Statutes, and subject thereto, the Town Manager is authorized to waive the procedures and formalities otherwise required by Pembroke Park Code of Ordinances and administrative procedures as appropriate to expedite the recovery of the

community affected by a disaster or other emergency, including but not limited to those emergency measures generally described as follows:

a. To suspend or temporarily modify the personnel policies and procedures previously adopted by Town Commission;

b. To suspend or temporarily modify the administrative policies and procedures, including the purchasing manual.

c. The Town Manager is authorized to delegate such powers as he or she may deem prudent.

d. Nothing in this chapter shall be read to limit the authority of the Town Manager to take other emergency measures not set forth herein, including but not limited to abatement of any nuisance existing on public or private property.”

Section 7: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-106, which section reads as follows:

“Sec. 2-106. Clearing of debris from private streets, roads, and roadways, and other private property after a declared emergency or disaster.

(a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Debris means displaced, broken, or discarded building/construction materials, garbage, tree limbs, vegetative matter, spoiled or ruined household goods or materials, or dead animals. Private property means all property that is not owned or controlled by a governmental entity. Private streets, roads and roadways means the rights-of-way as well as the improved surface that

are not owned or controlled by a governmental entity and which provide access to residential and commercial areas.

(b) The Town may remove debris from private streets, roads, and roadways, and other private property when such debris is determined to be a public nuisance that poses an immediate threat and imperils the health, safety and welfare of the community. The Town Manager shall determine whether there is a sufficient immediate threat to the public health, safety, and welfare. The Town Commission may adopt a resolution setting forth standards to determine whether there is a sufficient immediate threat to the public health, safety, and welfare.

(c) Commercial or other specific areas will be cleared if, in the opinion of the Town Manager, the clearance will significantly and substantially aid the Town's recovery operations or significantly and substantially aid the health, safety, or welfare of the residents of the Town.

(d) Prior to the Town removing debris as contemplated herein from private property, when reasonably possible the Town Manager, or Town Manager's designee, shall contact the private property owner and have the property owner agree to indemnify and hold harmless to the maximum extent provided by law, the federal, state and local government and all contractors, employees, officers and agents of the Town, connected with the rendering of such service.

(e) Nothing herein shall preclude a first response by the Town to clear debris from all roadways (both public and private) as necessary for the movement of emergency vehicles including police, fire and ambulance within the first 72 hours after a declared emergency or a disaster.

(f) Nothing herein shall require the Town to remove debris from private property as defined above except where the severity of the situation is of such magnitude or the debris is so widespread that it is determined by the Town Commission to be a significant immediate serious threat to the health, safety and welfare of the Town and in the overriding public interest of the Town to remove debris from such areas.”

Section 8: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-107, which section reads as follows:

“Sec. 2-107. Penalty.

Any person, firm or corporation who violates any provision of this article or orders issued hereunder, for which another penalty is not specifically provided herein or required by law shall, upon conviction, be subject to such fine or imprisonment or both as provided by section 1-13 of Pembroke Park Code of Ordinances. Each day that a violation shall continue to exist shall constitute a separate offense.”

Section 9: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 2-108, which section reads as follows:

“Sec. 2-108. Immunity.

Elected and appointed officials, their designees, and all Town employees shall have immunity for any actions taken in accordance with this article and the Town retains its sovereign immunity for all actions taken relating to emergency preparedness, response and clean-up. The Town retains extensive sovereign immunity for actions taken during a state of emergency and does not waive any of its sovereign immunity in this article.”

Section 10: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences,

clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 11: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and

the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 12: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 13: That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading the ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading the ____ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Ordinance

CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEORGINA COHEN	_____
GEOFFREY JACOBS	_____
REYNOLD DIEUVEILLE	_____

Town of Pembroke Park
Ordinance No. 2020-007

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