



AGENDA

WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, March 22, 2023

Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS	
5.1. Police Department Presentation - Police Chief Howard Police Revised Stat Report 2020-2021	4 - 15
6. REPORTS OF COMMITTEES AND CITY STAFF	
6.1. Fire Department - Chief Kane Will not be presenting at this meeting.	
7. BUILDING DEPARTMENT	
7.1. Building Department Monthly Report - February 2023 Agenda Item Report - AIR-23-031 - Pdf	16 - 21
8. CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ	
8.1. Code Compliance Monthly Report - February 2023 Code Compliance Monthly Report - Feb 2023 - Pdf	22 - 64
9. FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN	
10. HUMAN RESOURCES - HR DIRECTOR FRIEDMAN	
11. IT DEPARTMENT - IT DIRECTOR PAKULA	
12. PLANNING CONSULTANT - MICHAEL VONDER-MEULEN	
13. POLICE DEPARTMENT - POLICE CHIEF HOWARD	
13.1. Mutual Aid with Broward County School Board	65 - 78
Staff recommends entering into this agreement as it will allow our officers access to the cameras on the school property. Agenda Item Report - AIR-23-030 - Pdf	
14. PUBLIC SERVICES DEPARTMENT	

15. OLD BUSINESS
16. NEW BUSINESS
17. DISCUSSION
 - 17.1. 66th Annual Gala - Mayor Jacobs
 - 17.2. Employees in Public Services - Mayor Jacobs
 - 17.3. Mobile home parks utilities - Mayor Jacobs
 - 17.4. Discussion with the new administration - Mayor Jacobs
 - Town Clerk
 - Public works
 - Building Department/Building Official
 - USDA Loan
 - 17.5. Florida League Cities - Commissioner Mohammed
 - Metropolitan Planning Organization
 - Assignments
 - Authority to send people to IEMO
 - Abatement request for Mrs. Feeney and Bodega
 - Citizenship Drive
 - Job Fair
18. TOWN CLERK COMMENTS
 - 18.1. Amend Ordinances in the Code
 - Sunshine Law
19. ATTORNEY COMMENTS
20. TOWN MANAGER COMMENTS
21. COMMISSIONER COMMENTS
 - 21.1. Commissioner Ashira Mohammed
 - Commissioner Erik Morrisette
 - Commissioner Musfika Kashem
 - Clerk Commissioner Hodgkins
 - Mayor Jacobs
22. ANNOUNCEMENTS
 - 22.1. Charter Review Committee meeting, Monday, March 27 at 6:00 PM
 - Regular Commission Meeting, Wednesday, April 12 at 7:00 PM
 - Special Magistrate Hearing, Wednesday, April 19 at 9:00 AM
 - Workshop Commission Meeting, Wednesday, April 26 at 6:00 PM
23. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED

A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

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

Marlen D. Martell
Town Clerk



Pembroke Park Statistic Report

Presented by:
Chief David Howard

Pembroke Park Police Department



- As a small boutique agency our aim is to ensure that our residents, business owners and Officers are safe.
- We strive to provide fast, efficient, effective, and friendly service to each and everyone who needs it.
- The figures presented today will reflect not only the hard work but also the dedication that goes into servicing the Town of Pembroke Park.



Pembroke Park Police Department - Budget

1.8 MILLION DOLLARS SPENT THUS FAR

Break Down of funding toward operating capital:

- \$22,000.00 - BVP GRANT
- \$500,000.00 - ARPA FUNDS
- \$104,000.00 - ACCREDITATION GRANT
- \$200,000.00 - FDLE FIBRS GRANT
- \$1.6M - BSO PAYMENT RETURNED TO THE GENERAL FUND

**\$825,999.00 RETURNED TO THE TOWN TO OPEN
POLICE DEPARTMENT**



Pembroke Park Police Department - Response Times

- IN-PROGRESS CALLS :
 - FASTEST 30 SECONDS
 - AVERAGE 3 MINUTES

The Small Town that Means Big Business

PEMBROKE PARK - 5 1/2 MONTHS

CRIME TYPE	# OF CRIMES	CLEARANCE	CLEARANCE RATE	AT RECOVERED
Murder / Manslaughter	1	1	100%	
Rape	2	2	100%	
Robbery	2	2	100%	
Aggravated Assault	3	3	100%	
Burglary	25	17	68%	
Larceny	23	5	21%	
Vehicle Theft	10	4	40%	7

BSO IN PEMBROKE PARK - THE YEAR 2020

CRIME TYPE	# OF CRIMES	CLEARANCE	CLEARANCE RATE	AT RECOVERED
Murder / Manslaughter	0	0	N/A	
Rape	2	0	0%	
Robbery	12	3	25%	
Aggravated Assault	21	5	24%	
Burglary	22	0	0%	
Larceny	131	9	7%	
Vehicle Theft	42	6	14%	



The Small Town that Means Big Business

CFS - Calls Resulting in Dispatch February 2023			
Incident Type Information	Breakdown	#	Total
Burglary			10
	Vehicle	4	
	Commercial	6	
	Attempt	0	
Accidents			57
	Rollover	1	
	With Injuries	14	
	Regular	36	
	Hit and Run	6	
Moving/Non-Moving Violations			383
Parking Complaints		25	
Traffic Stop		132	
Citations Issued		179	
Warnings		10	
Stolen Vehicle	Recovered	4	
Stolen Tag		3	
Vandalism		6	
Larceny		9	
Domestic Violence		14	
Missing Person		1	
Alarm Calls			35
Total Arrests			16
	Misdemeanor	10	
	Felony	6	
Additional Reports (not including crashes)			90
Total Calls for Service			620



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FEBRUARY 2020 – 2021

Monthly Statistics

	BSO	PEMBROKE PARK
ARRESTS	7	11
CALLS FOR SERVICE	698	899
ACCIDENT INVESTIGATION	50	52
CITATIONS	50	179

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JANUARY 2020 - 2021

Monthly Statistics

	BSO	PEMBROKE PARK
ARRESTS	16	14
CALLS FOR SERVICE	677	959
ACCIDENT INVESTIGATION	64	31
CITATIONS	43	114

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NOVEMBER 2020 – 2021

Monthly Statistics

	BSO	PEMBROKE PARK
ARRESTS	8	8
CALLS FOR SERVICE	630	979
ACCIDENT INVESTIGATION	61	46
CITATIONS	33	47

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OCTOBER 2020 - 2021

Monthly Statistics

	BSO	PEMBROKE PARK
ARRESTS	10	8
CALLS FOR SERVICE	598	660
ACCIDENT INVESTIGATION	45	57
CITATIONS	34	6

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Pembroke Park Police Department - **Training**

- ACCREDITATION TRAINING
- CRIME PREVENTION
- CRISIS INTERVENTION TEAM (CIT)
- DEESCALATION TRAINING
- NARCAN TRAINING
- STOP THE BLEED

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Pembroke Park Police Department - **GRANTS**

- FDOT x 3 - \$90,000 in Traffic Over- time
- \$70,000 - Equipment

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AGENDA ITEM REPORT



To: Commision Information
Subject: Building Department Monthly Report - February 2023
Meeting: 03 22 2023 WORKSHOP COMMISSION MEETING - Mar 22 2023
Department: Building
Staff Contact: Miguel Nunez,

ATTACHMENTS:

[23-002](#)
[Monthly Status Report 022023](#)

JC Jimenez, Town Manager	Status:
Marlen Martell, Town Clerk	Pending
	Pending



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

MEMORANDUM NO.: 23-002

DATE: March 3, 2023
TO: Juan C. Jimenez, Town Manager
FROM: Miguel A. Núñez, Chief Building Official *MN*
RE: **MONTHLY STATUS REPORT – FEBRUARY 2023**

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

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

Respectfully submitted.

Cc: Marlen Martell, Town Clerk
File.



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT

3150 SW 52ND Avenue

Pembroke Park, FL 33023

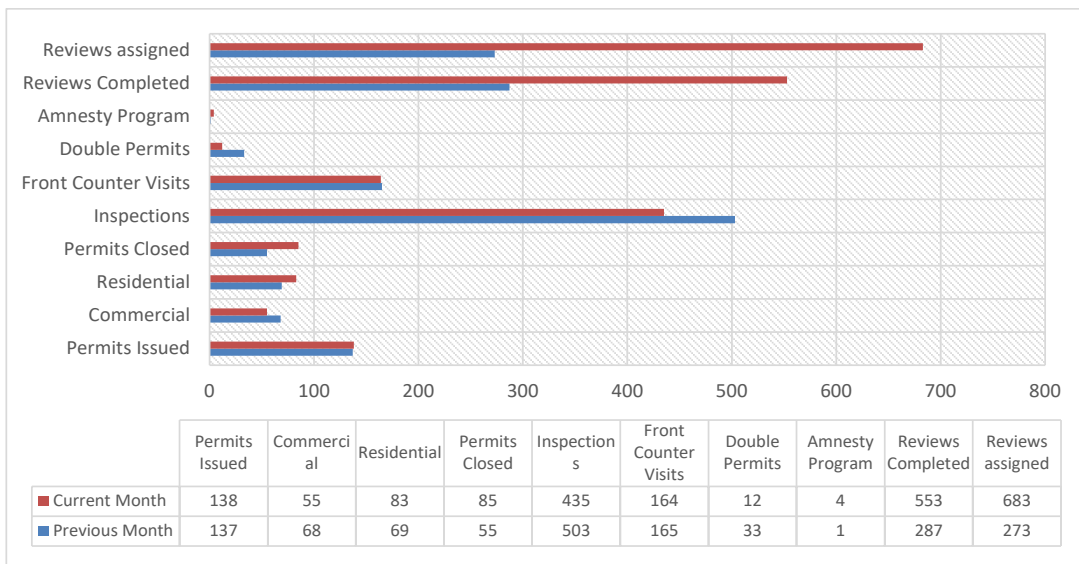
Monthly Status Report

February 2023

Summary:

As we continue the 2023 calendar year; I would like to mention the efforts and the excellence in customer service that the Building Department/Code/BTR/Planning staff offers to our external and internal customer's.

By the numbers:



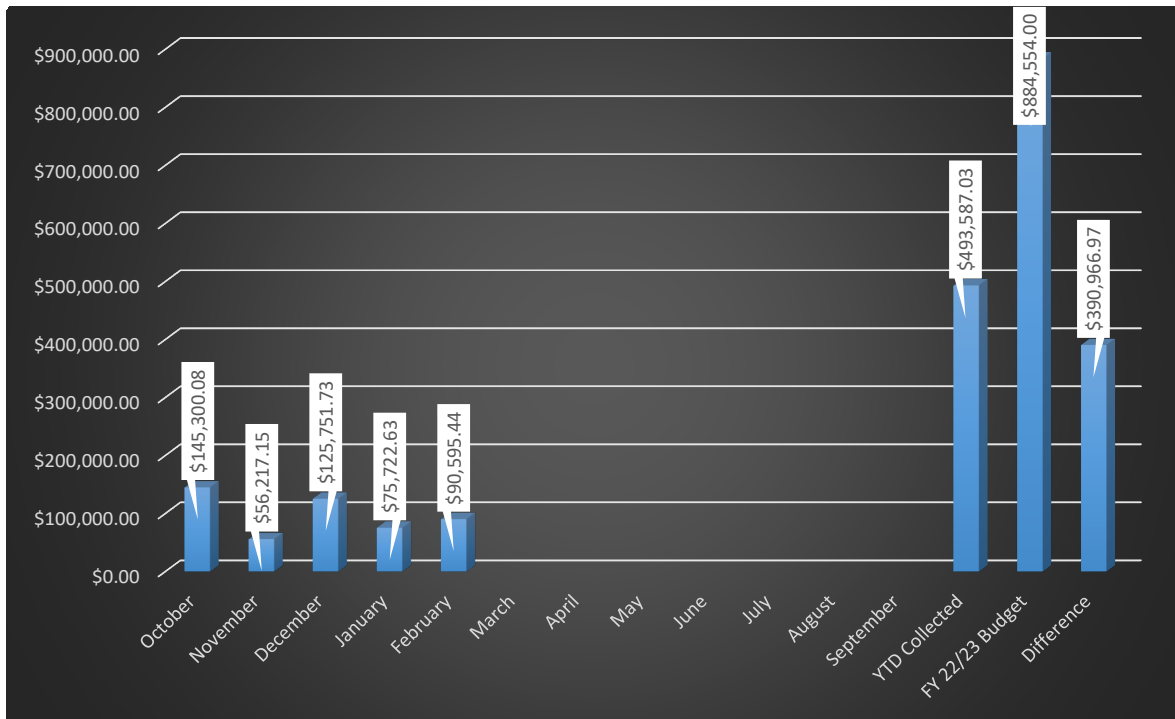
As noted above, during this reporting period some categories, have experienced an increased, while others have been reduced, which is a normal fluctuation from month to month, as observed in the above chart. In addition, we have added the plans review data for all disciplines, as follows:

Structural = 217, Mechanical = 101, Electrical = 74, Plumbing = 114 Total of **506 Inspections**.

- Further, in this reporting period the Amnesty Program, have received **04 applications** on the reporting period from different areas of the town for a total of 65 applicants. Thus, outreach is continuing for any potential applicant's information about the program.

Revenue:

During this reporting period the Building Department associated disciplines (Structural, Electrical, Plumbing and Mechanical) have collected **\$90,595.44**, and we are glad to report that the Building Department has maintained in a good trend for the revenue/expense's ratio; see chart below for trend 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	Warehouse Building	Building is completely occupied
1	Building 2	Building Shell (Structure)	Work in progress
1	Building 3	Building Shell (Structure)	Work in progress
1	Building 4	Warehouse Building	Building is completely occupied

1	Building 5	Building Shell (Structure)	Application for permit on hold by developer.
Other projects at different areas within the Town			
1	Coca-Cola 3262 Pembroke Road	Various Improvements (Continuous)	Currently under the inspections and additional applications for various permit process.
1	Seneca Town Center 3195 W HBB	Wawa Building	Currently, we have issued the full site work, and currently we have received the Wawa Building for review and waiting for their comment's resubmittal.
		Storage Building	Application for permit was received , four review cycles and currently is waiting for applicant resubmittal
		Hospital Building	Application for permit was received , four review cycles and currently is waiting for applicant resubmittal
4	Magnolia Townhomes 3711-3715 SW 52 Avenue	47 Townhomes	Application for permit submitted and completed the second review Cycle; thus, waiting for the applicant resubmittal.
4	Pembroke Oakes SW 52 Avenue and WHBB	7 Buildings (120 Residential units and 5000 SF Commercial)	Currently, in the process of obtaining their Pre-Application Meeting (PAM) and ready to move to the next level (DRC).
5	Pembroke Villas 4945 SW 41 Street	28 Townhomes	Currently, in the process of obtaining their DRC approval.
4	Pembroke Plaza 4250 W HBB	Shopping Center Building	Certificate of Completion (CC) Issued, and <u>three</u> Tenants were issued the Certificate of Occupancy (CO). A fourth tenant has submitted plans for a new tenant (Unit 2)
4	Duplex 5500 SW 32 Court	Newest Duplex Residential Building	Completed
4	O'Reilly's 4700 W HBB	Auto part store	Permit issued and project In-progress.

4	Car Wash 3301 W HBB	Automatic Car Wash Building	Permit issued and work in progress
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Additional Comments:

In addition to the above reported items, the Building Department has processed numerous additions, renovations, alterations, and accessory structures for the Townhomes (TH); Minor Commercial Tenant Improvements (TI), and Mobile Homes (MH) for repairs, exterior accessories, and new installations.

AGENDA ITEM REPORT



To: Town Mayor & Commission
Subject: Code Compliance Monthly Report - February 2023
Meeting: AGENDA WORKSHOP COMMISSION MEETING - March 22, 2023
Department: Code
Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

ATTACHMENTS:

[Code Enforcement Dept. Monthly Detail Report - FEB 2023](#)
[CODE ENFORCEMENT SPECIAL MAGISTRATE HEARING MINUTES - FEB 15 2023](#)
[Code Enforcement Dept. Monthly Report - Feb 2023](#)

	Status:
JC Jimenez, Town Manager	Approved - Mar 21 2023
Marlen Martell, Town Clerk	Approved - Mar 21 2023



Code Compliance Department Report

From 2/1/2023 to 2/28/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
4720	2/1/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Ramirez	Hand
5492	2/1/2023	2801 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 27-33. - Maintenance	Affidavit of Compliance	J. Ramirez	Hand
5646	2/1/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2322 SW 31 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5736	2/1/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2314 SW 31 AVE, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (i)(j) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited Sec. 13-2. - Storage of abandoned property in the open prohibited	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7757	2/1/2023	2633 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 13-1. - Definitions Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 13-3. - Declaration of nuisance.	Affidavit of Compliance	J. Ramirez	Hand
8154	2/1/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail

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Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8156	2/1/2023	2801 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec. 21-19. - Prohibited signs.	Notice of Violation	J. Ramirez	Regular Mail
8157	2/1/2023	3149 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-103 (a)(c)(e)(g)(k)(l)(m)(o). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
8171	2/2/2023	SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-61 - Excessive, untended growth deemed public nuisance	Notice of Violation	J. Ramirez	Hand
6019	2/2/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 # 613	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Hand
6050	2/2/2023	3201 SW 55 AVE, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Affidavit of Compliance	M. Nunez	Hand
6051	2/2/2023	3252 SW 52 AVE, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Affidavit of Compliance	M. Nunez	Hand
6053	2/2/2023	5255 SW 32 ST, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Affidavit of Compliance	M. Nunez	Hand
6505	2/2/2023	W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a)(c)(h)(i)(k). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Ramirez	Hand
6507	2/2/2023	SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-103(c)(h). - Exterior maintenance of structures and premises Sec. 12-61 - Excessive, untended growth deemed public nuisance	Affidavit of Compliance	J. Ramirez	Hand
6746	2/2/2023	5101 SW 25 CT, PEMBROKE PARK, FL 33023 42-1	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Hand
4720	2/2/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted

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Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7359	2/3/2023	3520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a)(e)(h)(i)(k)(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 27-33. - Maintenance	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5534	2/6/2023	2533 S PARK RD, PEMBROKE PARK, FL 33009 #2533-2575 S Park Rd	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5534	2/6/2023	2533 S PARK RD, PEMBROKE PARK, FL 33009 #2533-2575 S Park Rd	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6547	2/6/2023	3911 SW 52 AVE, PEMBROKE PARK, FL 33023 3-5	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Hand
5772	2/7/2023	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021 #Lot 122	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5772	2/7/2023	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021 #Lot 122	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

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Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5807	2/7/2023	3215 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 28-304 - Surface of parking area	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5807	2/7/2023	3215 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 28-304 - Surface of parking area	Notice of Formal Hearing	J. Ramirez	Certified Mail
5039	2/7/2023	3215 SW 52 AVE, PEMBROKE PARK, FL 33023 #90	Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Ramirez	Hand
5193	2/7/2023	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #2900 Country Club Lane	Sec 5-207. - Graffiti Enforcement Sec 5-103. - Exterior maintenance of structures and premises (g) Sec 5-103. - Exterior maintenance of structures and premises (a)	Affidavit of Compliance	J. Ramirez	Hand
5409	2/7/2023	2401 SW 32 AVE, PEMBROKE PARK, FL 33023 #Window Classics	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Affidavit of Compliance	J. Ramirez	Hand
562	2/7/2023	2940 COUNTRY CLUB Ln PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Hand
573	2/7/2023	2940 COUNTRY CLUB Ln PEMBROKE PARK, FL 33009 #2900	Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Hand

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
4947	2/7/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 309	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5867	2/8/2023	1841 SW 31 AVE, PEMBROKE PARK, FL 33021 #1867 SW 31 AVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities Sec. 15-17. - Business Tax Receipt Required.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5867	2/8/2023	1841 SW 31 AVE, PEMBROKE PARK, FL 33021 #1867 SW 31 AVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities Sec. 15-17. - Business Tax Receipt Required.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8135	2/8/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #148 LONE PINE TERRACE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
8211	2/9/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #221 W Lake Drive	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail

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Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
6909	2/9/2023	1730 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-176. - Annual renewal and delinquent renewal penalties. Sec. 15-177. - Initial certificate of use. Sec. 28-215. - Restricted area of use Sec. 22-85(a). - Obstructions of public rights-of-way.	Notice of Formal Hearing	J. Ramirez	Certified Mail
7092	2/9/2023	2501 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Ramirez	Regular Mail
8275	2/9/2023	424 MARINE DR, PEMBROKE PARK, FL 33009 378	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
5801	2/9/2023	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2402 SUSAN LANE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Certified Mail
5622	2/9/2023	2400 SW 30 AVE, PEMBROKE PARK, FL 33009 #Bay C	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Certified Mail
5637	2/9/2023	2400 SW 30 AVE, PEMBROKE PARK, FL 33009 #Bay B	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	N. Cardona	Certified Mail

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5638	2/9/2023	2400 SW 30 AVE, PEMBROKE PARK, FL 33009 #Bay A	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Certified Mail
6771	2/9/2023	1730 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19. - Prohibited signs. Sec. 15-17. - Business Tax Receipt Required. Sec. 28-346 (a) - Portable storage units Sec. 28-346 (f) - Portable storage units	Notice of Formal Hearing	J. Ramirez	Certified Mail
6310	2/9/2023	3610 SW 48 AVE, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Notice of Formal Hearing	J. Ramirez	Certified Mail
6126	2/9/2023	3610 SW 48 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19. - Prohibited signs. Sec 5-103(m). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Certified Mail
5384	2/9/2023	5501 SW 34 ST, PEMBROKE PARK, FL 33023 1-2	Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103. - Exterior maintenance of structures and premises (a)(b)(c)(i)(j)(l)(o) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Ramirez	Certified Mail
5070	2/9/2023	2641 S PARK RD, PEMBROKE PARK, FL 33009 #2641-2649 S	110.15 Building Safety Inspection Program	Notice of Formal Hearing	J. Ramirez	Certified Mail

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5139	2/9/2023	2001 SW 31 AVE, PEMBROKE PARK, FL 33009 #2035 SW 31st Ave	Sec. 12-48. - Outdoor storage prohibited Sec. 28-262. - Locating mobile homes outside parks.	Affidavit of Compliance	J. Ramirez	Hand
5479	2/9/2023	3707 SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a)(c)(g)(i) Sec. 27-33. - Maintenance	Notice of Formal Hearing	J. Ramirez	Certified Mail
5533	2/9/2023	2400 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 28-301 (a)(1) - Minimum requirements Sec. 28-307 (a) - Marking of spaces Sec 5-207. - Graffiti Enforcement	Notice of Formal Hearing	J. Ramirez	Certified Mail
7127	2/10/2023	4350 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Email
5558	2/13/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2308 SW 31 CT	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Certified Mail
4635	2/14/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #135 Steven Street	Sec 5-105. - Repairs and installations Sec 5-103. - Exterior maintenance of structures and premises (h)	Notice of Formal Hearing	J. Ramirez	Certified Mail
4770	2/14/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Ana Sanchez - 103 David Drive	Sec 5-105. - Repairs and installations Sec. 28-272 - Number of occupants per mobile home or recreational vehicle	Notice of Formal Hearing	J. Ramirez	Certified Mail

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
4772	2/14/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Wanda Cruz -	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Certified Mail
6288	2/14/2023	4790 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises(b)(c)(e)(h)(i)(j)(l)(m)(n)(o) Sec 5-105. - Repairs and installations Sec 5-207. - Graffiti Enforcement Sec. 5-17. - Permit application. Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities Sec. 28-330 - Minimum standards for fences, walls and hedges Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-43. - Notice to remove accumulations—To be sent to property owner. Sec. 12-48. - Outdoor storage prohibited Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Notice of Formal Hearing	J. Ramirez	Certified Mail
6537	2/14/2023	2830 S PARK RD, PEMBROKE PARK, FL 33009 #2830 S Park Rd, Unit C	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
6810	2/14/2023	5511 SW 32 CT, PEMBROKE PARK, FL 33023 1-2	Sec 5-103 (a)(c). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Certified Mail
6639	2/14/2023	112 MARINE CT, PEMBROKE PARK, FL 33009 502 #502	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Certified Mail
7225	2/14/2023	3192 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Hand
8275	2/15/2023	424 MARINE DR, PEMBROKE PARK, FL 33009 378	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Hand

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8145	2/15/2023	2950 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec 5-103 (a)(c)(g)(k)(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail
5635	2/15/2023	5443 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Abate Order	J. Ramirez	Certified Mail
7127	2/15/2023	4350 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	J. Ramirez	Certified Mail
7390	2/15/2023	2035 SW 31 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-28. - Display. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-177. - Initial certificate of use. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Amended Final Order	J. Ramirez	Certified Mail
7225	2/15/2023	3192 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Amended Final Order	J. Ramirez	Certified Mail
7153	2/15/2023	1975 S PARK RD, PEMBROKE	Sec. 15-22. - Application.	Abate Order	J. Ramirez	Certified Mail
7359	2/15/2023	3520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a)(e)(h)(i)(k)(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 27-33. - Maintenance	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail
7182	2/15/2023	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7122	2/15/2023	3700 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail
8147	2/15/2023	2991 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec 5-103 (a)(c)(h)(l). - Exterior maintenance of structures and premises	Final Order	J. Ramirez	Certified Mail
8079	2/15/2023	5210 SW 32 ST, PEMBROKE PARK, FL 33023 #5210	Sec 5-103(b)(i). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 27-33. - Maintenance	Final Order	J. Ramirez	Certified Mail
8076	2/15/2023	3252 SW 52 AVE, PEMBROKE PARK, FL 33023 #5425 SW 32 Street, Pembroke Park, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(b). - Exterior maintenance of structures and premises	Final Order	J. Ramirez	Certified Mail
6541	2/15/2023	2550 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 27-33. - Maintenance Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 15-175. - Certificate of use requirements. Sec. 21-19. - Prohibited signs. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail

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Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5672	2/15/2023	3860 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3876-3880 Pembroke Park, FL 33021	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application. Sec. 15-23. - Separate business tax receipt for each business location, for each business advertised publicly. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Final Order	J. Ramirez	Certified Mail
4720	2/15/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Abate Order	J. Ramirez	Certified Mail Hand
6545	2/15/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #123 Lori Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail Hand
6014	2/15/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #34 W LAKE CT	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	J. Ramirez	Certified Mail Hand
5549	2/15/2023	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #6	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-22. - Application. Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand
4720	2/16/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Ramirez	Regular Mail

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
6014	2/16/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #34 W LAKE CT	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Hand
5707	2/16/2023	2500 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec 5-103. - Exterior maintenance of structures and premises (a)(b)(g) Sec. 21-19. - Prohibited signs. Sec. 21-21. (7) - Temporary signs	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5707	2/16/2023	2500 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec 5-103. - Exterior maintenance of structures and premises (a)(b)(g) Sec. 21-19. - Prohibited signs. Sec. 21-21. (7) - Temporary signs	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5708	2/16/2023	2501 S PARK LN, PEMBROKE PARK, FL 33009	Sec. 11-43 (d) - Frequency and preparation generally Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 28-304 - Surface of parking area Sec 5-103. - Exterior maintenance of structures and premises (a)(m) Sec. 5-1. - Address numbers on nonresidential buildings and portions thereof Sec. 13-2. - Storage of abandoned property in the open prohibited	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
5708	2/16/2023	2501 S PARK LN, PEMBROKE PARK, FL 33009	Sec. 11-43 (d) - Frequency and preparation generally Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 28-304 - Surface of parking area Sec 5-103. - Exterior maintenance of structures and premises (a)(m) Sec. 5-1. - Address numbers on nonresidential buildings and portions thereof Sec. 13-2. - Storage of abandoned property in the open prohibited	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6145	2/16/2023	3200 PEMBROKE RD, PEMBROKE PARK, FL 33009 #Lot 842	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
6145	2/16/2023	3200 PEMBROKE RD, PEMBROKE PARK, FL 33009 #Lot 842	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
8234	2/16/2023	2501 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations	Notice of Violation	J. Ramirez	Certified Mail
8234	2/16/2023	2501 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7450	2/16/2023	3400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(g). - Exterior maintenance of structures and premises Sec. 21-24(b). - Construction, maintenance and location requirements.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7275	2/16/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 111	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
7275	2/16/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 111	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
8243	2/17/2023	5525 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 11-42 (b)(1) - Disposal of solid waste restricted. Sec. 11-42(a) - Disposal of solid waste restricted Sec. 28-346 (b)(3) - Portable storage units	Notice of Violation	J. Ramirez	Hand

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8244	2/17/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #54 WEST LAKE COURT	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
5604	2/17/2023	5501 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103. - Exterior maintenance of structures and premises (a)(c)(i)(h) Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-48. - Outdoor storage prohibited Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 15-152. - Registration of system. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business.	Affidavit of Compliance	J. Ramirez	Regular Mail

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5604	2/17/2023	5501 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103. - Exterior maintenance of structures and premises (a)(c)(i)(h) Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-48. - Outdoor storage prohibited Sec. 13-2. - Storage of abandoned property in the open prohibited Sec. 15-152. - Registration of system. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
4381	2/21/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted
4381	2/21/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted
5713	2/21/2023	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #3030 Country Club Lane, Pembroke Park, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 21-19. - Prohibited signs. Sec. 21-21. (7) - Temporary signs	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8253	2/21/2023	SW 20 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19. - Prohibited signs. Sec. 21-21 (1) - Temporary signs	Notice of Violation	J. Ramirez	Hand

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8256	2/22/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #510	Sec 5-103 (a)(h). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 4-12. - Minimum standards for the housing and care of animals. Sec. 4-13. - Number of dogs and cats restricted. Sec. 4-15. - Nuisances defined; actions constituting a nuisance. Sec. 4-17. - Feeding of wildlife prohibited.	Notice of Violation	J. Ramirez	Hand
7832	2/22/2023	2570 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 12-48. - Outdoor storage prohibited Sec 5-103(h)(k)(m). - Exterior maintenance of structures and premises Sec. 11-42(a) - Disposal of solid waste restricted	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6512	2/22/2023	3500 SW 20 ST, PEMBROKE PARK, FL 33023 #3520 SW 20th Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
5020	2/22/2023	5500 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 28-313. - Parking or storage of watercraft, watercraft trailers, and golf carts.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
920	2/22/2023	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #3000 Country Club Lane	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Notice of Formal Hearing	J. Ramirez	Hand
920	2/22/2023	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009 #3000 Country Club Lane	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Supplemental Order/Claim of Lien	J. Ramirez	

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5471	2/22/2023	4420 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4444 W Hallandale Beach Blvd	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)(b) Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business. Sec. 15-22. - Application.	2nd Amended Final Order	J. Ramirez	Certified Mail Hand
4794	2/23/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted
4794	2/23/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted
4798	2/23/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #111 Lone Pine Lane	Sec 5-105. - Repairs and installations Sec. 28-260 (8) - Prohibited uses	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property
4798	2/23/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #111 Lone Pine Lane	Sec 5-105. - Repairs and installations Sec. 28-260 (8) - Prohibited uses	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
4862	2/23/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #524	Sec 5-105. - Repairs and installations Sec 5-103. - Exterior maintenance of structures and premises (a)(b)(g)(j)(l)(o) Sec. 28-272 - Number of occupants per mobile home or recreational vehicle	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6536	2/23/2023	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
7157	2/23/2023	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec 5-103 (a)(g)(h)(k)(l)(m)(n). - Exterior maintenance of structures and premises Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7157	2/23/2023	2940 COUNTRY CLUB LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec 5-103 (a)(g)(h)(k)(l)(m)(n). - Exterior maintenance of structures and premises Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8147	2/24/2023	2991 SW 32 AVE, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Ramirez	Regular Mail
1012	2/24/2023	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 11-102 - Penalty for violation Sec. 11-99 - Responsibility of property owner for compliance Sec. 11-202 (c) - Operational requirements	Affidavit of Compliance	J. Ramirez	Hand
5525	2/24/2023	2511 SW 48 TER, PEMBROKE PARK, FL 33023 15-6	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
5525	2/27/2023	2511 SW 48 TER, PEMBROKE PARK, FL 33023 15-6	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
6512	2/27/2023	3500 SW 20 ST, PEMBROKE PARK, FL 33023 #3520 SW 20th Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property
8277	2/27/2023	3911 SW 52 AVE, PEMBROKE PARK, FL 33023 6-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8278	2/27/2023	128 LAKE SHORE DR, PEMBROKE PARK, FL 33009 15	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
8279	2/27/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #148 W LAKE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
8284	2/27/2023	115 MARINE LAKE DR, PEMBROKE PARK, FL 33009 471	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8285	2/27/2023	3463 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8286	2/27/2023	3900 SW 52 AVE, PEMBROKE PARK, FL 33023 806	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8287	2/27/2023	2601 SW 32 AVE, PEMBROKE PARK, FL 33023 #2701 SW 32 AVE, Bldg E, Pembroke Park, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
8288	2/27/2023	2633 S PARK LN, PEMBROKE PARK, FL 33009 #2649 S Park Lane, Pembroke Park, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-176. - Annual renewal and delinquent renewal penalties. Sec. 12-48. - Outdoor storage prohibited Sec. 21-21. (7) - Temporary signs	Notice of Violation	J. Ramirez	Certified Mail
8288	2/27/2023	2633 S PARK LN, PEMBROKE PARK, FL 33009 #2649 S Park Lane, Pembroke Park, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-176. - Annual renewal and delinquent renewal penalties. Sec. 12-48. - Outdoor storage prohibited Sec. 21-21. (7) - Temporary signs	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
8291	2/28/2023	4350 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8292	2/28/2023	3900 SW 52 AVE, PEMBROKE PARK, FL 33023 802	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Courtesy Notice	J. Ramirez	Regular Mail
8293	2/28/2023	107 E LAKE SHORE DR, PEMBROKE PARK, FL 33009 164	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8294	2/28/2023	112 E LAKE SHORE DR, PEMBROKE PARK, FL 33009 169	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
5437	2/28/2023	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 21-19. - Prohibited signs.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Summary	
2nd Amended Final Order	1
Abate Order	5
Affidavit of Compliance	27
Affidavit of Non-Compliance	13
Amended Final Order	2
Courtesy Notice	1
Final Order	7
Notice of Formal Hearing	50
Notice of Violation	23
Supplemental Order/Claim of	5
Total	134

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AGENDA
CODE ENFORCEMENT SPECIAL MAGISTRATE
HEARING MINUTES - DRAFT
9:00 AM - Wednesday, February 15, 2023 Council
Chambers -
3150 SW 52 AVE, PEMBROKE PARK, FL 33023

Page

1. CALL TO ORDER: 9:10 A.M.

2. SPECIAL MAGISTRATE OPENING STATEMENT

3. ROLL CALL

SPECIAL MAGISTRATE: ANDRE MCKENNEY
ASSITANT CITY ATTORNEY: BRIAN SHERMAN
BUILDING OFFICIAL: MIGUEL NUNEZ
CHIEF CODE ENFORCEMENT OFFICER: JOSELINE RAMIREZ
CLERK: NAZLY CARDONA & MARYCARI PAZ

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

- Case #7127 added to the agenda.
- Case #7153 added to the agenda.
- Case #7225 added to the agenda.
- Case #6536 postponed to the March hearing.

5. PUBLIC HEARING

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

6. FORMAL HEARING - CHIEF CODE OFFICER JOSELINE RAMIREZ

-

- 6.1. **CASE 5672 - PROLOGIS EXCHANGE PEMBROKE ROAD & 30TH AVENUE LLC - 3876-3880 PEMBROKE RD, PEMBROKE PARK FL 33021 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 5-2(a)(b) NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILTIES - FIRST OFFENSE** [Case Overview 5672](#)

Respondent or Representative	Address	Final Order	Date to Comply by
Absent	3876-3880 Pembroke Rd, Pembroke Park, Fl	30 Days \$250 Per Diem \$100 Admin Fee	03/17/2023

- # 6.2. **CASE 6541** - BH 2550 LLC - 2550 SW 30 AVE, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT; 21-19 - PROHIBITED SIGNS - **FIRST OFFENSE** [Case Overview 6541](#)

Respondent or Representative	Address	Final Order	Date to Comply by
Absent	2550 SW 30 Ave, Pembroke Park, Fl	60 Days \$250 Per Diem \$100 Admin Fee	04/16/2023

- # 6.3. **CASE 6545** - SUSET FLEITAS/YUNIER HERNANDEZ RAMIREZ - 123 LORI LANE, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT; 27-33 - MAINTENANCE - **FIRST OFFENSE** [Case Overview 6545](#)

Respondent or Representative	Address	Final Order	Date to Comply by
Yunier Hernandez	123 Lori Lane, Pembroke Park, Fl	90 Days \$250 Per Diem \$100 Admin Fee	05/16/2023

- # 6.4. **CASE 8076** - INFINITY AZURE LLC - #5425 SW 32 STREET, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-103(b) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT - **SITXH OFFENSE** [Case Overview 8076](#)

Respondent or Representative	Address	Final Order	Date to Comply by
Absent	5425 SW 32 Street, Pembroke Park, Fl	15 Days \$500 Per Diem \$100 Admin Fee	03/02/2023

- # 6.5. **CASE 8079** - INFINITY AZURE LLC - #5210 SW 32 STREET, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-103(b)(i) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT; 27-33 - MAINTENANCE - **SEVENTH OFFENSE** [Case Overview 8079](#)

Respondent or Representative	Address	Final Order	Date to Comply by
Absent	5210 SW 32 Street, Pembroke Park, Fl	15 Days \$500 Per Diem \$100 Admin Fee	03/02/2023

- # 6.6. **CASE 8145** - GARDEN PROPERTY 786 INC - 2950 SW 32 AVE, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-103(a)(c)(g)(k)(m) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT - **FIRST OFFENSE** [Case Overview 8145](#)

Respondent or Representative	Address	Final Order	Date to Comply by
Absent	2950 SW 32 Ave, Pembroke Park, Fl	60 Days \$250 Per Diem \$100 Admin Fee	04/16/2023

- # - # 6.7. **CASE 8147** - OMAC REAL ESTATE LLC - 2991 SW 32 AVE, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-103(a)(c)(h)(l) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES - **FIRST OFFENSE** [Case Overview 8147](#)

Respondent or Representative	Address	Final Order	Date to Comply by
Absent	2991 SW 32 Ave, Pembroke Park, FL	15 Days \$250 Per Diem \$100 Admin Fee	03/02/2023

7. HEARING TO CONFIRM FINE - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # - # 7.1. **CASE 5549** - V & A MIAMI LLC - 4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #6 - HEARING TO CONFIRM FINE - 5-105 - REPAIRS AND INSTALLATIONS; 5-2(a)(b) NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES; 15-17 - BUSINESS TAX RECEIPT REQUIRED; 15-22 - APPLICATION - **FIRST OFFENSE** [Case Overview 5549](#)

Respondent or Representative	Address	Supplemental Order Code Enforcement Lien
Claudina Thrope	4400 W Hallandale Beach Blvd, Pembroke Park, FL	Confirmed Fine \$60,850.00

- # - # 7.2. **CASE 7122** - SUNSHINE GASOLINE DISTRIBUTORS INC - 3700 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 - HEARING TO CONFIRM FINE - SECTION(s) 5-103(a) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT - **FIRST OFFENSE** [Case Overview 7122](#)

Respondent or Representative	Address	Supplemental Order Code Enforcement Lien
Absent	3700 W Hallandale Beach Blvd, Pembroke Park, FL	Confirmed Fine \$21,600.00

- # - # 7.3. **CASE 7182** - V & A MIAMI LLC - 4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4 - HEARING TO CONFIRM FINE - SECTION(s) 15-17 - BUSINESS TAX RECEIPT REQUIRED; 15-175 - CERTIFICATE OF USE REQUIREMENTS; 15-22 - APPLICATION; 15-28 - DISPLAY - **SECOND OFFENSE** [Case Overview 7182](#)

Respondent or Representative	Address	Supplemental Order Code Enforcement Lien
Absent	4000 W Hallandale Beach Blvd, Pembroke Park, FL	Confirmed Fine \$32,850.00

- # - # 7.4. **CASE 7359** - JUUCY HOLDINGS LLC - 3520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 - HEARING TO CONFIRM FINE - SECTION(s) 5-103(a)(e)(i)(k)(m) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT - **FIRST OFFENSE** [Case Overview 7359](#)

Respondent or Representative	Address	Supplemental Order Code Enforcement Lien
Absent	3250 W Hallandale Beach Blvd, Lot 819, Pembroke Park, FL	Confirmed Fine \$21,600.00

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

- # - # 8.1. **CASE 4720** - MONICA SILVANA FERNANDEZ - 3140 W HALLANDALE BEACH BLVD, LOT 819, PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS - **FIRST OFFENSE** [Case Overview 4720](#)

Respondent or Representative	Address	Order of Abatement	Date to Comply by
- Monica Fernandez - Hugo Rojas	3140 W Hallandale Beach Blvd, Pembroke Park, FL	Fine Abated to \$2,795.00 payable in 30 Days Or Reverts to \$29,950.00	03/17/2023

- # - # 8.2. **CASE 5635** - THOMPSON, MARSHA - 5443 SW 41 ST, PEMBROKE PARK, FL 33023 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT - **FIRST OFFENSE** [Case Overview 5635](#)

Respondent or Representative	Address	Order of Abatement	Date to Comply by
Absent	5443 Sw 41 St, Pembroke Park, FL	Fine Abated to \$1,125.00 payable in 90 Days Or Reverts to \$11,250.00	05/16/2023

- # - # 8.3. **CASE 6014** - LYNN VAUDRY - 34 W LAKE CT PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT - **FIRST OFFENSE** [Case Overview 6014](#)

Respondent or Representative	Address	Order of Abatement	Date to Comply by
Lynn Vaudry	34 W Lake Ct, Pembroke Park, FL	Fine Abated to \$265.00 payable in 30 Days Or Reverts to \$1,750.00	03/17/2023

- # - # 8.4. **CASE 7127** - 4350 PS LLC - 4350 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT - **FIRST OFFENSE** [Case Overview 7127](#)

Respondent or Representative	Address	Order of Abatement	Date to Comply by
Absent	4350 W Hallandale Beach Blvd, Pembroke Park, FL	Fine Abated to \$188.00 payable in 30 Days Or Reverts to \$1,250.00	03/17/2023

- # - # 8.5. **CASE 7153** - PARK 31ST CORP - 1975 S PARK RD, BAY 3
PEMBROKE PARK, FL 33009 - HEARING TO ABATE FINE -
SECTION(s) 15-22 - APPLICATION - **FIRST OFFENSE** [Case Overview 7153](#)

Respondent or Representative	Address	Order of Abatement	Date to Comply by
Absent	1975 S Park Rd, Pembroke Park, FL	Fine Abated to \$875.00 payable in 30 Days Or Reverts to \$5,200.00	03/17/2023

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

- # - # 9.1. **CASE 5471** - BNUMO INC - 4444 W HALLANDALE BEACH BLVD,
PEMBROKE PARK, FL 33023 - HEARING TO EXTEND TIME -
SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-2(a)(b)
NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S
RESPONSIBILITIES; 15-17 - BUSINESS TAX RECEIPT REQUIRED;
15-175 - CERTIFICATE OF USE REQUIREMENTS; 15-22 -
APPLICATION - **FIRST OFFENSE** [Case Overview 5471](#)

Respondent or Representative	Address	Amended Final Order	Date to Comply by
David Boucavim	4444 W Hallandale Beach Blvd, Pembroke Park, FL	90 Days \$250 Per Diem \$100 Admin Fee	05/16/2023

- # - # 9.2. **CASE 7225** - MURRAY FAMILY ASSOCIATES LLP - 3192 W
HALLANDALE BEACH BLVD, UNIT B, PEMBROKE PARK, FL 33009 -
HEARING TO EXTEND TIME - SECTION(s) 5-105 - REPAIRS AND
INSTALLATIONS; 5-17 - PERMIT APPLICATION; 15-17 - BUSINESS
TAX RECEIPT REQUIRED - **FIRST OFFENSE** [Case Overview 7225](#)

Respondent or Representative	Address	Amended Final Order	Date to Comply by
Absent	3192 W Hallandale Beach Blvd, Pembroke Park, FL	90 Days \$100 Per Diem \$100 Admin Fee	05/16/2023

- # - # 9.3. **CASE 7390** - CAROLINA 31ST CORP - 2035 SW 31 AVE, PEMBROKE
PARK, FL 33009 - HEARING TO EXTEND TIME - SECTION(s) 5-105 -
REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 15-17
- BUSINESS TAX RECEIPT REQUIRED; 15-177 - INITIAL
CERTIFICATE OF USE; 15-28 - DISPLAY; 15-40 - DELINQUENT
BUSINESS TAX RECEIPT FEES AND PENALTIES - **FIRST OFFENSE**
[Case Overview 7390](#)

Respondent or Representative	Address	Amended Final Order	Date to Comply by
Absent	2035 SW 31 Ave, Pembroke Park, FL	90 Days \$250 Per Diem \$100 Admin Fee	05/16/2023

10. TOWN'S MOTION TO AMEND ORDER'S

- # - # 10.1. **CASE 5646** - DAVID E ZELL TR/CELIA SANTANA - 2322 SW 31 AVE, PEMBROKE PARK, FL 33009 - HEARING TO AMEND - 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 5-2(b) NONRESIDENTIAL COMMERCIAL BUILDINGS, OWNER'S RESPONSIBILITIES; 12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** [Case Overview 5646](#)

Respondent or Representative	Address	Amended/Corrected Final Order	Date to Comply by
- Lilia Veliz -Celia Santana	2322 SW 31 Ave, Pembroke Park, Fl	Amended/Corrected Responded Names to Only Reflect the Mobile Homeowner's Name: Cecilia Santana, and Remove the Park Owner's Name: David Zell Tr	10/17/2022 (Amnesty Program)

- # - # 10.2. **CASE 5736** - DAVID E ZELL TR/MARCO FERNANDEZ - 2314 SW 31 AVE, PEMBROKE PARK, FL 33009 - HEARING TO AMEND - SECTION(s) 5-103(i)(j)(h) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 12-48 - OUTDOOR STORAGE PROHIBITED; 13-2 - STORGAE OF ABANDON PROPERTY IN THE OPEN PROHIBITED - **FIRST OFFENSE** [Case Overview 5736](#)

Respondent or Representative	Address	Amended/Corrected Final Order	Date to Comply by
Absent	2314 Sw 31 Ave, Pembroke Park, Fl	Amended/Corrected Responded Names to Only Reflect the Mobile Homeowner's Name: Marco Fernandez, and Remove the Park Owner's Name: David Zell Tr	10/17/2022 (Amnesty Program)

11. ADJOURNMENT: 10:59 P.M

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

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

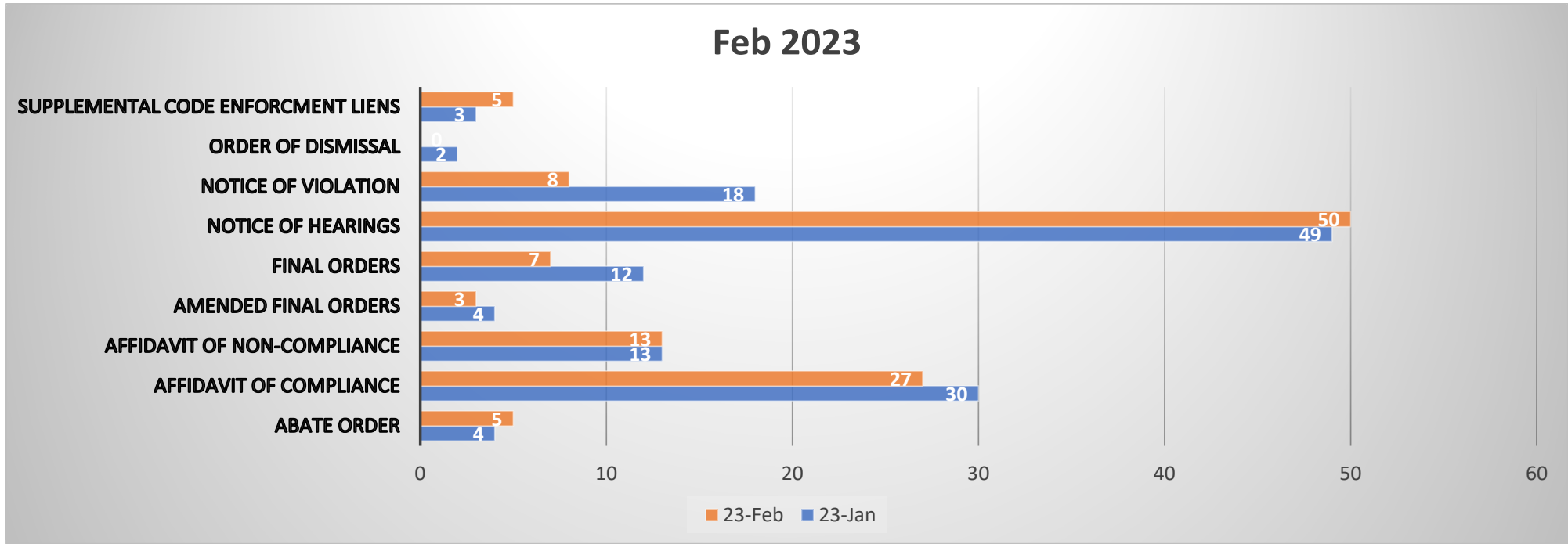
DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE SPECIAL MAGISTRATE AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE SPECIAL MAGISTRATE BY THE PRESIDING OFFICER, UNLESS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

PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING.
PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.



Code Compliance Department Monthly Report February 2023

Chief Code Compliance Officer Joseline Ramirez



Summary of Detail Report

Special Magistrate Past & Upcoming Dates

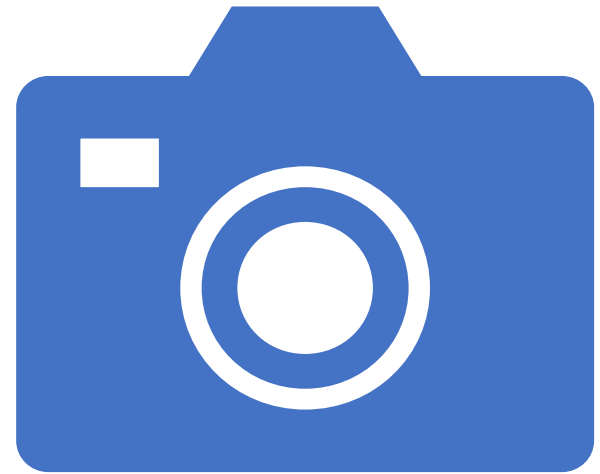
1. Feb 15, 2023 - Executed
 - 7 Formal Hearings
 - 4 Hearings to Confirm Fine
 - 5 Hearings to Abate Fine
 - 3 Hearings to Extend Time
 - 2 Corrected Final Orders
- Total: 21 Cases

2. March 15, 2023 – Scheduled



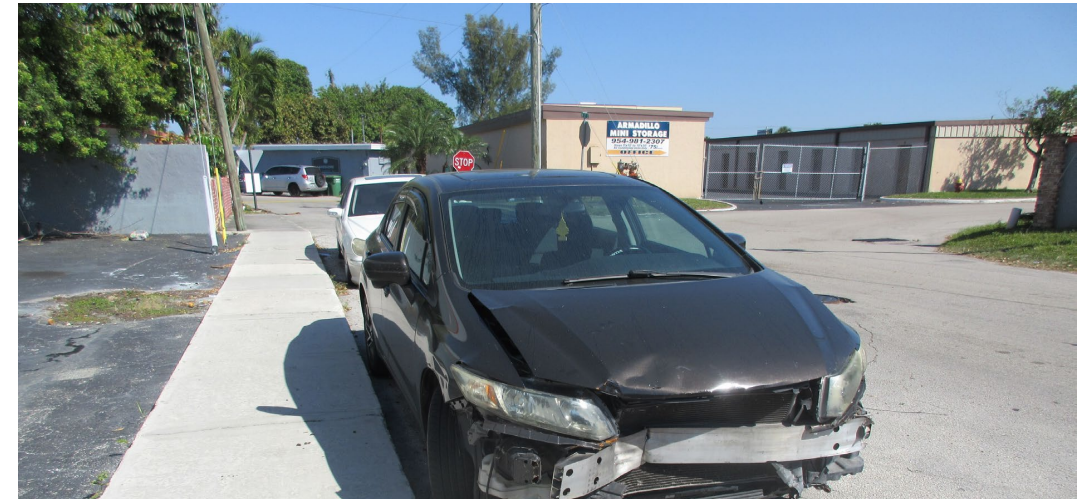
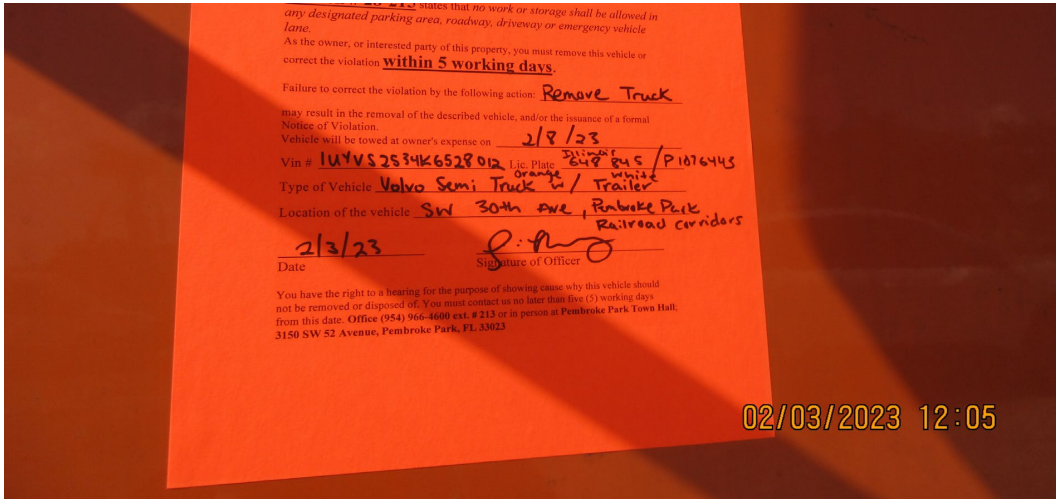
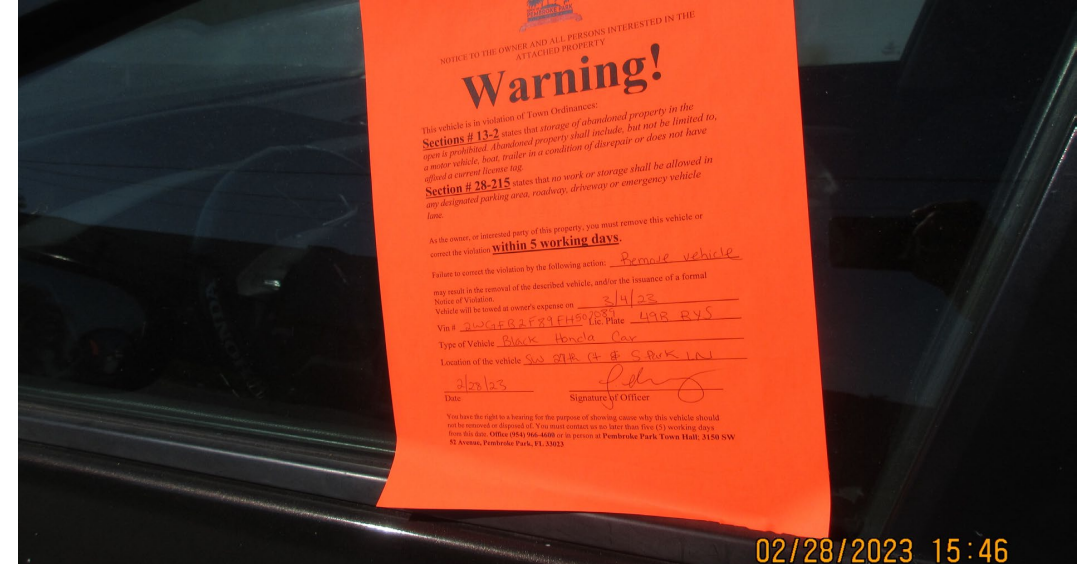
This Photo by Unknown Author is licensed under [CC BY-NC](#)

Compliance: Before & After Photos



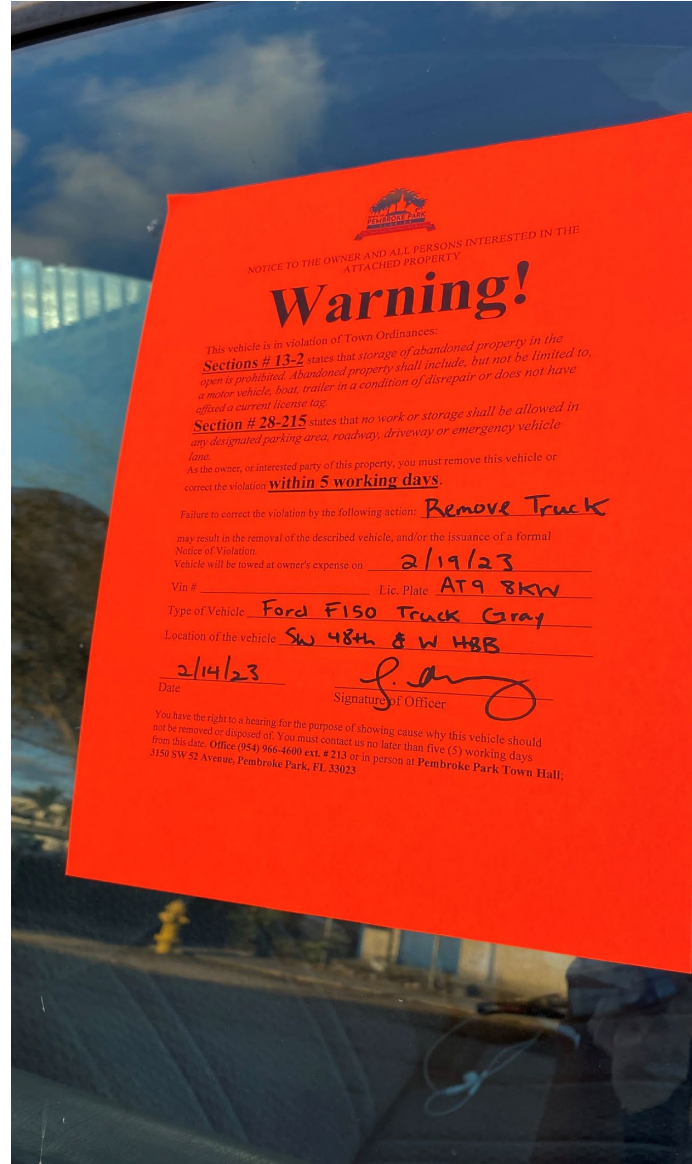


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Questions



AGENDA ITEM REPORT



To:

Subject: Mutual Aid with Broward County School Board

Meeting: 03 22 2023 WORKSHOP COMMISSION MEETING - Mar 22 2023

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Schools are typically "soft" targets and this access will help the police respond more efficiently.

FINANCIAL IMPACT:

\$0

RECOMMENDATION:

Staff recommends entering into this agreement as it will allow our officers access to the cameras on the school property.

ATTACHMENTS:

[school board camera](#)

**SCHOOLS SURVEILLANCE CAMERA SYSTEM
ACCESS AGREEMENT**

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY PEMBROKE PARK, FLORIDA

(hereinafter referred to as "CITY"),
a municipal corporation whose principal place of business is
3150 SW 52nd Avenue, Pembroke Park, Florida 33023

WHEREAS, SBBC operates all public district schools located in Broward County, Florida; and

WHEREAS, CITY's police department is a law enforcement agency having jurisdiction within the boundaries of its respective City; and

WHEREAS, CITY's police department desires to obtain access to real-time (live) video feeds from SBBC's surveillance cameras when active circumstances at a public district school or facility present an immediate need for law enforcement or fire safety personnel to respond to that school or facility to protect the health or safety of district school students, SBBC personnel or SBBC property; and

WHEREAS, CITY desires to obtain access to recorded video feeds from SBBC's under circumstances not involving an emergency as specifically outlined in this Agreement.

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

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall commence on [fill in with school board RSBM date] (“Effective Date”) and conclude on January 15, 2027, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **Access to Recorded Video Images Not Involving an Emergency.** The parties acknowledge that video images recorded through use of SBBC's security video cameras may be considered a confidential and exempt "education record" pursuant to Sections 1002.22(2) and 1002.221 (1), Florida Statutes; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the federal regulations issued pursuant thereto. The parties acknowledge that any and all original recordings of video security images captured through use of SBBC's video security cameras as well as any equipment within which such images are recorded are the property of SBBC and may not be removed from SBBC's property. The parties further acknowledge that the original copies of such video images are to be retained in SBBC's custody subject to Section 119.07, Florida Statutes, the applicable public records retention schedules, and any applicable exemptions. When CITY desires access to recorded images from the SBBC security video cameras as part of CITY's law enforcement responsibilities not involving an emergency, including training, CITY shall make a request for such recorded images to the SBBC's law enforcement unit, hereinafter referred to as the “SIU.” SIU will submit any such request to SBBC's Office of the General Counsel to determine any applicable procedures, restrictions or limitations that are applicable to the requested images. Such requests by CITY may require issuance of a subpoena or an order from a court of competent jurisdiction. If such requests require the issuance of a subpoena, CITY may serve the lawfully issued subpoena via email; and CITY shall send such email to both SBBC's Chief of Special Investigative Unit and SBBC's custodian of public records at recordrequests@browardschools.com.

2.03 **SBBC disclosure of Confidential and Exempt Security and Safety Plan Information, and Education Records.**

(a) The purpose of SBBC providing CITY with real-time (live) video feeds from SBBC's surveillance cameras which are considered confidential and exempt security and safety plan information, and education records specifically under the following circumstances:

- 1) when active circumstances at a public district school or facility present an immediate need for law enforcement; or
- 2) when fire safety personnel is required to respond to respective school or facility to protect the health or safety of district school students, SBBC personnel or other individuals.

(b) SBBC will provide CITY with access to videos containing confidential and exempt security and safety plan information, and education records, in a manner specifically stated in this Agreement, via real-time (live) video feeds from SBBC's surveillance cameras.

(c) FERPA exception to consent. SBBC's disclosures of personally identifiable information described in this section are in connection with an emergency and such information is necessary to protect the health or safety of the student or other individual. Pursuant to the Family Educational Rights and Privacy Act (“FERPA”), 34 C.F.R. 99.31(a)(10), and 34 C.F.R. 99.36(a), these records may be provided without prior parental consent. Prior written consent of the parent

or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(d) SBBC's disclosure of the exempted public records (Security and Safety Plan Information and Education Records) is allowable by law under the specific circumstances stated in this Agreement.

2.04 CITY Viewing of Real-Time (Live) Video Feeds from SBBC Security Cameras During a Health and Safety Emergency. The parties acknowledge and agree that viewing of real-time (live) video feeds from SBBC security cameras by CITY is not considered access to an "education record" as defined under state or federal law, when it does not contain students. The parties agree and acknowledge that CITY's viewing of real-time (live) video feeds and recorded images received from the SBBC security video cameras will be limited to specific circumstances, described below and elsewhere in this Agreement, which are necessary to protect the health or safety of students or individuals on or around SBBC property (hereinafter referred to as "Exigent Circumstances").

(a) Exigent Circumstances Authorizing Real-Time (Live) Video Access. CITY shall be permitted to view, through remote access, real-time (live) video feeds and to playback, fast forward, and fast back recorded video images received from SBBC security cameras, in the following exigent circumstances:

- 1) Where a district school or facility issues an elevated threat level at the school or facility;
- 2) Where a call is received, through the E-911, system or SBBC's mobile panic alert system (Alyssa's Alert), or additional SBBC strategies or systems, of an emergency occurring on or near the grounds of a district school or facility;
- 3) Where a district or other SBBC facility notifies, through any means of communication, CITY or another law enforcement agency having jurisdiction or participating under an applicable mutual aid agreement of an incident occurring on SBBC property that requires a law enforcement response;
- 4) Where a district school or other SBBC facility notifies, through any means of communication, CITY or another fire safety agency having jurisdiction or participating under an applicable mutual aid agreement of an incident occurring on SBBC property that requires a fire safety response.
- 5) When necessary to protect the health or safety of district school student(s), SBBC personnel or other individuals on or near the grounds of a district school or facility;
- 6) When necessary to protect SBBC property if it is also necessary to protect the health or safety of district school student(s), SBBC personnel or other individuals on or near the grounds of a district school or facility; and
- 7) For routine maintenance solely to verify camera operability and functionality. This may include verifying that surveillance cameras are properly designated for their location at a district school or facility.

(b) General Surveillance Prohibited. CITY acknowledges that being granted real-time (live) access to the SBBC security video cameras does not authorize CITY to conduct general surveillance of SBBC property unrelated to a specific law enforcement purpose as described in section 2.04(a) of this Agreement.

(c) SBBC Access to Remote Viewing Site: CITY shall permit SBBC's designated personnel access to each and every remote location at which CITY will be afforded real-time access to the SBBC security cameras.

(d) Procedures for Remote Access. SBBC will provide CITY with a password that will allow CITY, for the purposes described herein, uninterrupted, real-time (live) video feeds and recorded images from all SBBC security cameras via a VPN tunnel created by SBBC and assigned to CITY. The password will be required only for initial access to the VPN tunnel. SBBC will notify CITY immediately upon any change to the password. SBBC's designated personnel will maintain an audited register of the VPN tunnel status and CITY's usage. Additionally, SBBC will provide the School Resource Officer assigned to a district school facility direct access, via password, to uninterrupted, real-time (live) video feeds and recorded images from all SBBC security cameras while on the premises of the district school facility, for the purposes described in this Agreement.

(e) Limited Authority to Capture Video Screen Shots and Recorded Video Images. CITY acknowledges that the video access authorized by this Agreement is intended to be restricted to viewing real-time (live) video access and recorded video images as provided in section 2.04(a) and that CITY shall make no recordings of such real-time (live) video images or recorded images except as expressly authorized by this Agreement. Notwithstanding section 2.04(a), CITY is permitted to make screen shots, record video, and tag video capturing the images of persons or locations of interest that appear through the real-time (live) video access feeds or recorded video feeds to the extent necessary to assist law enforcement personnel responding to the exigent circumstances specified in section 2.04(a) of this Agreement; however, the parties agree that CITY shall not record video from the cameras when accessed for routine maintenance or for training purposes. Any CITY's personnel who makes any recordings of real-time (live) video access from SBBC's security video feeds other than as permitted by this section 2.04(e) shall be subject to discipline including, without limitation, suspension and termination, in accordance with CITY's policies and procedures.

(f) CITY's Video Supervisor; Authorized Personnel. Any determination by CITY that real-time (live) and recorded video access of SBBC's security video feeds is to be engaged by CITY through the VPN tunnel shall require confirmation by a CITY's representative having the minimum rank of sergeant (hereafter "Video Supervisor") that one of the exigent circumstances specified in section 2.04(a) of this Agreement exists. Any CITY's personnel viewing SBBC's real-time (live) video access feeds through the VPN tunnel must be authorized to do so by the Video Supervisor with regard to one of the exigent circumstances specified in section 2.04(a) of this Agreement. Should a Video Supervisor not be available and given the exigency of the event, the officer obtaining access will notify their Video Supervisor as soon as practicable after the event.

(g) Other Law Enforcement Agencies or Fire Safety Personnel. The CITY's Video Supervisor and his/her designee(s) are authorized to provide other law enforcement or fire safety agencies having jurisdiction over a particular SBBC district school or facility or responding under a mutual aid agreement with the same information CITY would provide to his own personnel responding to an exigent circumstance under section 2.04(a) of this Agreement.

2.05 CITY Acknowledgement and Safeguarding of Confidential and Exempt Security and Safety Plan Information.

(a) **Acknowledgement.** CITY acknowledges that SBBC's video security monitor images depict the internal layout and structural elements of SBBC's buildings or other structures owned or operated by SBBC and are exempt from Section 119.07(1), Florida Statutes and s. 24(a), Article I of the State Constitution [the provisions commonly referred to as the public records laws] pursuant to Section 119.071(3), Florida Statutes. In addition, such video security monitor images constitute information relating to the security systems for property owned or leased by a political subdivision of the State of Florida and, pursuant to Section 281.301(1), Florida Statutes, are confidential and exempt from Sections 119.07(1) and 286.01(1), Florida Statutes, and other laws and rules requiring public access or disclosure. Sections 119.071(3)(a)3.c., and (b)3.a., Florida Statutes and Section 281.301(2)(c), Florida Statutes, permit SBBC to disclose such confidential and/or exempt information to CITY in furtherance of CITY's official duties and responsibilities.

(b) **Confidentiality and re-disclosure.** Pursuant to Section 119.0701, Florida Statutes, CITY shall keep and maintain confidential and exempt all such information provided to it under applicable law. CITY shall not release such information or to disclose their contents to anyone other than a duly authorized law enforcement or fire department official in the performance of such person's official duties and under the conditions specifically referenced in this Agreement. Any failure by CITY to maintain the confidential and exempt nature of such information shall constitute a material breach of this Agreement.

2.06 CITY Safeguarding Confidentiality of Education Records.

Notwithstanding any provision to the contrary within this Agreement, to the extent that CITY receives access to "education records," as defined under state and federal law, CITY shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FER PA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

(b) notify SBBC immediately upon discovery of a breach of confidentiality of education records held by CITY by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes, and fully cooperate with appropriate SBBC staff, including SBBC's Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

(c) prepare and distribute, at CITY's own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes, when CITY's personnel have been determined to be the source of the breach;

(d) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law, when CITY's personnel have been determined to be the source of the breach;

(e) provide SBBC with the name and contact information of CITY's employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving

obligations associated with a security breach of confidentiality of education records, when CITY's personnel have been determined to be the source of the breach; and

(f) purge education records from any media once the media is no longer in use or is to be disposed.

2.07 **Ownership of Education Records.** To the extent that CITY receives any original education records from SBBC, such records shall remain the property of SBBC. Upon termination of this Agreement CITY shall, at SBBC's request, return to SBBC or dispose of any such original education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

2.08 **Audit of CITY's Access to SBBC Security Video Images.** CITY's access and use of real-time (live) video feeds and recorded images from SBBC security cameras is subject to audit by SBBC. On a monthly basis, CITY will provide SBBC's designated personnel with written detailed information about such use via the VPN tunnel including, at a minimum, the following information:

(a) the identity of the Video Supervisor who activated any real-time (live) video access by the CITY to SBBC's security video feeds and the identities of each user authorized by the CITY to view said video feeds;

(b) the exigent circumstances under section 2.04(a) of this Agreement which authorized the Video Supervisor to engage the CITY's real-time (live) video access to SBBC's security video feeds;

(c) the location of each district school or facility at which security cameras were accessed;

(d) the date, the time of access, and the length of viewing of the security camera(s);

(e) the names of the law enforcement personnel who viewed SBBC's security video feeds; and

(f) Copies of any screen shots or short video clips that were captured by CITY from the real-time (live) video feeds pursuant to section 2.04(e) of this Agreement.

2.09 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools
	The School Board of Broward County, Florida
	600 Southeast Third Avenue
	Fort Lauderdale, Florida 33301

With a Copy to: Chief – Special Investigative Unit
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

To CITY: David Howard, Chief of Police
Pembroke Park Police Department
3150 SW 52nd Ave.
Pembroke Park, Florida 33023

2.10 **Public Records.** With respect to any public records created, received or maintained in connection with this Agreement, each party is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the other party would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to either party, all public records in that party's possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.11 **Indemnification.** Each party shall each be individually and separately liable and responsible for the actions of its respective officers, agents and employees when acting within the scope of their employment in the performance of their respective obligations under this Agreement.

(a) To the extent permitted by law, SBBC shall indemnify defend, and hold CITY, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of SBBC, its employees, agents or servants and SBBC shall indemnify CITY, its officials, agents servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which CITY its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of SBBC, its employees, agents, or servants. For purposes of this provision, SBBC employees shall not be deemed agents or servants of CITY and CITY employees shall not be deemed agents or servants of SBBC. SBBC shall at all times be entitled to the benefits of sovereign immunity as provided

in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

(b) To the extent permitted by law, CITY shall indemnify, defend, and hold SBBC, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demand of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of CITY, its employees, agents, servants and CITY shall indemnify SBBC, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's or as a result of the intentional or negligent acts of CITY, its employees, agents or servants. For purposes of this provision, SBBC employees shall not be deemed agents or servants of CITY and CITY employees shall not be deemed agents or servants of SBBC. CITY will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

2.12 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.13 **Annual Appropriation.** The performance and obligations of the parties under this Agreement shall be contingent upon an annual budgetary appropriation by their governing bodies, and if either party's governing body does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such party at the end of the period for which funds have been allocated. The terminating party shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC is responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice which shall be the sole remedy for a default of this Agreement. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination.** This Agreement may be terminated with or without cause by either party during the term hereof upon thirty (30) calendar days' written notice to the other party of its desire to terminate this Agreement.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this

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document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure.** Neither party is obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party,

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and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow audit of records, obligations to maintain the confidentiality of records, and reporting requirements survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Lori Alhadeff, Chair

Date: _____

Earlean C. Smiley, Ed.D.,
Interim Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY:

(Municipal Seal)

CITY OF PEMBROKE PARK, FLORIDA

By: _____
CHIEF OF POLICE

CITY CLERK

DATE

Approved as to Form:

ATTORNEY

DATE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____ (type of identification) as identification and who ☐ did/☐ did not first take an oath this _____ day of _____, 2023.

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No

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