REVISED AGENDA
SPECIAL COMMISSION MEETING
6:00 PM - Friday, February 20, 2026
Commission Chambers

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE CANCELLATION OF THE OTIS ELEVATOR MAINTENANCE CONTRACT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-26-073

7.4. Consideration of Approval of Agreement with the Broward County Supervisor of Elections for Administration of the 2026 General Election Referendum - Sponsored by Town Clerk Garcia-Lima 45 - 59

RESOLUTION NO: 2026-012

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR SERVICES RELATED TO THE ADMINISTRATION OF THE 2026 GENERAL ELECTION REFERENDUM AS REQUIRED BY ORDINANCE 2025 005; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

Agenda Item Report - AIR-26-068

8. ORDINANCES - FIRST READING

8.1. Consideration and Approval of Ordinance Amending Commission Meeting Time from 7:00 p.m. to 6:00 p.m. - Sponsored by Town Manager Lynch 60 - 63

ORDINANCE NO: 2026-004

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING SECTION 2-36 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "DATE AND TIME FOR REGULAR MEETINGS;" BY SPECIFICALLY CHANGING THE TIME THE COMMISSION MEETS FROM 7:00 P.M. TO 6:00 P.M.; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Agenda Item Report - AIR-26-024

8.2. Consideration and Approval for Creation of Town-Wide Wellness & Weight-Loss Program With Incentives and Commercial Scale "Walking under the Stars" - Sponsored by Commissioner Mohammed 64 - 70

RESOLUTION NO. 2026-013

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF A VOLUNTARY TOWN-WIDE WELLNESS PROGRAM; AUTHORIZING THE PURCHASE OF A COMMERCIAL-GRADE SCALE SUBJECT TO BUDGET AND PROCUREMENT REQUIREMENTS; AUTHORIZING THE USE OF GUEST TRAINERS SUBJECT TO INSURANCE AND WAIVER REQUIREMENTS; AUTHORIZING THE TOWN MANAGER TO ADMINISTER THE PROGRAM; PROVIDING FOR PRIVACY PROTECTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Agenda Item Report - AIR-26-072]

8.3. Consideration to Approve the Capital Improvement Element for Submission to the Department of Commerce - Sponsored by Public Services Director Odoms and Finance Director Davermann 71 - 119

ORDINANCE NO: 2026-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE PLAN TO PROVIDE FOR THE 2026 ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Agenda Item Report - AIR-26-037]

8.4. Consideration of Ordinance, amending Chapter 2 of the Town's Code of Ordinances to establish Town departments and repeal Ordinance No. 18-06-01 - Sponsored by Commissioner Mohammed 120 - 128

ORDINANCE NO: 2026-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE III, ENTITLED "OFFICERS AND EMPLOYEES;" CREATING SECTION 2-56, TO BE ENTITLED "ESTABLISHMENT OF TOWN DEPARTMENTS;" REPEALING ORDINANCE NO. 18-06-01, ADOPTED JUNE 29, 2018; PROVIDING FOR THE CREATION OF CERTAIN DEPARTMENTS PURSUANT TO SEC. 12 OF THE TOWN CHARTER; ELIMINATING THE ADMINISTRATIVE SERVICES DIRECTOR POSITION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-26-038]

9. NEW BUSINESS

9.1. Approval of Minutes - Sponsored by Town Clerk Garcia-Lima 129 - 178

November 7, 2025 - Regular Commission Meeting
December 1, 2025 - Final Budget Commission Meeting
December 1, 2025 - Workshop Commission Meeting
December 10, 2025 - Final Budget Commission Meeting
January 7, 2026 - Workshop Commission Meeting

[Agenda Item Report - AIR-26-077]

9.2. Consideration and approval of ESRI Renewal for 2026 to 2027 - Sponsored by Mark Pakula 179 - 183

[Agenda Item Report - AIR-26-076]

9.3. Vehicle Maintenance Plan Quote and Coverage - Sponsored by Chief DeCoursey 184 - 187

Agenda Item Report - AIR-26-075

10. DISCUSSION

10.1.	Discussion on the Creation of a Pembroke Park Community Benefit Fund Modeled After Tamarac's Program - Sponsored by Commissioner Mohammed Agenda Item Report - AIR-26-079	188 - 191
10.2.	Discussion on Attendance to the ICSC Las Vegas Conference - Sponsored by Commissioner Mohammed Agenda Item Report - AIR-26-088	192 - 201
10.3.	Discussion on Little Free Libraries - Sponsored by Mayor Jacobs Agenda Item Report - AIR-26-090	202
10.4.	Discussion on Vulnerability Assessment March 2025 - Sponsored by Mayor Jacobs Agenda Item Report - AIR-26-085	203
10.5.	Discussion on the Assistant Town Manager/Administrative Services Director Position - Sponsored by Mayor Jacobs Agenda Item Report - AIR-26-084	204
10.6.	Discussion on Taxation/ Utilities/fire suppression - Sponsored by Mayor Jacobs Agenda Item Report - AIR-26-083	205
10.7.	Discussion on the Building Department - Sponsored by Mayor Jacobs Agenda Item Report - AIR-26-082	206
10.8.	Discussion on ARPA funds - Sponsored by Mayor Jacobs Agenda Item Report - AIR-26-081	207
10.9.	Christmas Tree - Sponsored by Mayor Jacobs Agenda Item Report - AIR-26-080	208
10.10.	Discussion and Direction to Prepare and Advance Data Center Regulatory Ordinance for DRC and Planning Review - Sponsored by Commissioner Mohammed (ADDED) Agenda Item Report - AIR-26-102	209 - 230

11. ATTORNEY COMMENTS

12. TOWN MANAGER COMMENTS

13. COMMISSIONER COMMENTS
Commissioner Mohammed
Acting Clerk Commissioner Morrissette
Clerk Commissioner Hodgkins
Vice Mayor Kashem
Mayor Jacobs

14. ANNOUNCEMENTS

14.1. Special Commission Meeting, Wednesday, February 25, 2026 at 5:30 p.m.
Workshop Commission Meeting, Wednesday, February 25, 2026 at 5:30 p.m.
Regular Commission Meeting, Wednesday, March 11, 2026 at 7:00 p.m.

SPECIAL EVENTS

Food Giveaway, Saturday, February 28, 2026 at 9:00 a.m.

15. ADJOURNMENT

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

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

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

Cynthia Garcia-Lima
Town Clerk

Agenda Item Report

Subject:	Accountability - Sponsored by Mayor Jacobs
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Geoffrey Jacobs, Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Follow-up - expectations for 2026 _DO NOT REPLY ALL_
Rumors circulating, job stability and accountability ___DO NOT RESPOND ALL___

From: Geoffrey Jacobs
Subject: Follow-up - expectations for 2026 *DO NOT REPLY ALL*
Date: Wednesday, January 7, 2026 9:27:21 PM

Department Directors, Managers, and Staff,

This email is a follow-up to my previous message regarding expectations for 2026 and our discussion during tonight's meeting focused on "measurable results".

Prior to the next workshop, I am directing each Department Head to prepare a presentation for the Commission. This presentation must clearly outline your department's measurable results from 2025. I understand that not every director served for the entire calendar year. That is acceptable. What matters is what was accomplished within your department during 2025, regardless of time in Pembroke Park.

This presentation must be factual and data-driven. Do not include fluff, filler, or padded language. I am looking for real, demonstrable outcomes. If something did not move forward, say so. If progress was limited, explain why.

In addition, each presentation must clearly address your plans for 2026, including:

- Current projects that are actively moving forward
- Projects that will be completed in 2026
- Projects that should be eliminated.

This level of transparency and accountability is not optional It is how we move Pembroke Park forward. Clear expectations, honest assessments, and measurable performance are the foundation of effective leadership. This starts from the commission, to the town manager on down...

I appreciate your cooperation and professionalism as we continue to raise the standard for how this town operates.

Respectfully,

Mayor Geoffrey Jacobs
Town of Pembroke Park
GJacobs@TPPFL.Gov
3150 SW 52 Avenue
Pembroke Park, FL 33023
(Office) 954-966-4600

I firmly commit to the principles of truth, transparency, and accountability in governance. As I have repeatedly declared, any actions that are illegal, unethical, or immoral will not be tolerated and must be reported to the appropriate authorities. Our residents, business owners, and the public at large deserve nothing less than a municipal government that operates with integrity and unwavering dedication to the highest ethical standards. Mayor Geoffrey Jacobs

From: Geoffrey Jacobs
Subject: Rumors circulating, job stability and accountability ***DO NOT RESPOND ALL***
Date: Friday, January 9, 2026 1:52:56 PM

Town Directors, Department Heads, Staff, and Officers,

Since the conclusion of our last meeting, I have become aware of rumors circulating that jobs are at risk or that I am seeking to have people terminated. That is simply not true. These statements are unfounded, and I am sending this message to put an end to that narrative.

The purpose of my recent direction to Department Directors/Heads is straightforward. I am asking for a clear accounting of what has been accomplished in Pembroke Park, to establish a realistic and measurable baseline for 2026, and to identify projects that are not achievable and should be discontinued as we look toward 2027. This is about accountability, focus, and responsible planning. It is not about targeting individuals.

If you are aware of who is originating or spreading these personal and damaging rumors, whether that individual is a Commissioner, manager, or department heads, I strongly encourage you to report it to Human Resources. The sooner this behavior is addressed, the sooner we can stop the distractions and continue moving the town forward.

I have been clear from day one. I am not here to be liked or to win popularity contests. I am here to do a job for the taxpayers of Pembroke Park. I will not compromise my integrity, and I will not participate in or overlook fraud, waste, abuse, or any illegal, unethical, or immoral conduct. Any such matters will be addressed and properly reported.

Department Directors and Heads have sufficient time to prepare their presentations for the Commission prior to the next workshop. I expect those presentations to be honest, factual, and focused on results.

Thank you for your professionalism and continued commitment to serving this community.

Respectfully,

Mayor Geoffrey Jacobs
Town of Pembroke Park
GJacobs@TPPFL.Gov
3150 SW 52 Avenue
Pembroke Park, FL 33023
(Office) 954-966-4600

I firmly commit to the principles of truth, transparency, and accountability in governance. As I have repeatedly declared, any actions that are illegal, unethical, or immoral will not be tolerated and must be reported to the appropriate authorities. Our residents, business owners, and the public at large deserve nothing less than a municipal government that operates with integrity and unwavering dedication to the highest ethical standards. Mayor Geoffrey Jacobs

Agenda Item Report

Subject:	Discussion and Possible action on Policy for Acceptance & Tracking of Tickets to Events (Ethics) - Sponsored by Town Attorney Horowitz RESOLUTION NO: 2026-009 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING THE COMMISSION POLICY ATTACHED HERETO AS EXHIBIT "A," RELATED TO THE ACCEPTANCE, CONTROL AND DISTRIBUTION OF TICKETS TO CHARITABLE AND OTHER EVENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Jacob Horowitz, Town Attorney
Dept/Group:	Legal
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No.: 2026-009
Policy - Acceptance-Tracking of Tickets to Events (Ethics)

RESOLUTION NO. 2026-009

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING THE COMMISSION POLICY ATTACHED HERETO AS EXHIBIT "A," RELATED TO THE ACCEPTANCE, CONTROL AND DISTRIBUTION OF TICKETS TO CHARITABLE AND OTHER EVENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 9, 2025, the Broward County Office of the Inspector General ("OIG") issued Closing Memorandum No. OIG 25-013-M, related to the acceptance and tracking of tickets to charitable events and admission to other events; and

WHEREAS, the OIG recommended the implementation of a policy to track the acceptance, control and distribution of tickets to events and the associated expenditures of public funds; and

WHEREAS, the Town's professional staff has prepared and recommends a policy, consistent with the OIG's recommendations; and

WHEREAS, the Town Commission finds that adopting the policy, attached hereto as Exhibit "A," is in the best interests of the Town's citizens and residents of the Town.

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

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and expressly made a part of this Resolution.

Section 2: The Town Commission of the Town of Pembroke Park hereby approves the policy related to the acceptance, control and distribution of tickets to charitable events attached hereto as Exhibit "A" and incorporated herein.

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

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

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

PASSED AND ADOPTED this 11th day of February, 2026.

____
MAYOR GEOFFREY JACOBS

ATTEST:

____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

____
JACOB G. HOROWITZ
Town Attorney

TOWN OF PEMBROKE PARK

Acceptance, Control and Distribution of Tickets to Charitable and Other Events

RE:	Ethics Policy – Acceptance, Control and Distribution of Tickets to Events	POLICY:	
EFFECTIVE DATE #:		UPDATED:	

I. Purpose and Intent

The purpose of this policy is to promote transparency, accountability, and compliance with the Florida State Ethics Code (Ch. 112, F.S.), the Broward County Ethics Code (Sec. 1-19, County Code of Ordinances), the Florida Public Records Act (Ch. 119, F.S.), and applicable records retention schedules with respect to the receipt, acceptance, control, tracking, distribution, and disposition of charitable and other event admissions and tickets obtained by or on behalf of the Town of Pembroke Park.

This policy is intended to safeguard public trust, ensure the proper use of Town-acquired admissions and tickets, and provide clear guidance to elected officials, officers, and employees regarding ethical obligations related to the acceptance of such gifts. This policy is further implemented at the recommendation of the Broward County Office of the Inspector General, as set forth in its Closing Memorandum No. OIG 25-013-M, dated September 9, 2025.

II. Scope

This policy applies to:

- All elected officials of the Town of Pembroke Park;
- All Town officers and employees; and
- Any admissions or tickets to events, attractions, performances, or charitable functions obtained by the Town through any means and from any source, including but not limited to donations, complimentary admissions, purchases, sponsorships, or exchanges.

III. Definitions

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For purposes of this policy:

- **Admission or Ticket** means any pass, ticket, credential, or right of entry to an event, venue, or attraction, whether physical or electronic.

- **Consideration** means any payment, reimbursement, service, sponsorship, or other thing of value given in exchange for an admission or ticket.

- **Public Purpose** means a purpose that serves a legitimate governmental, civic, or community interest of the Town of Pembroke Park.

"Entrance fees, admission fees, or tickets to events, performances, or facilities," are included within the definitions of "gifts" as set forth in Sec. 112.312(12)(a)(10), F.S.

IV. Responsibility for Control and Oversight

A. The Town Manager, or his/her designee, shall designate a department or position responsible for the centralized receipt, control, tracking, and distribution of all admissions and tickets acquired by the Town.

Commented [JGH1]: Town Clerk? Finance Director?

B. No admissions or tickets shall be accepted, distributed, or transferred on behalf of the Town except through the designated process established under this policy.

V. Receipt and Documentation of Admissions and Tickets

Upon receipt of any admission or ticket from an external source or through the purchase of a sponsorship by the Town, the designated Town Manager, or his/her designee, shall document, at a minimum:

Commented [JGH2]: ?

1. The date the admission or ticket was received;
2. The name of the donor or source providing the admission or ticket;
3. The event, attraction, or function to which the admission or ticket applies;
4. The date(s) and location of the event or attraction;
5. The number of admissions or tickets received;
6. The estimated fair market value of each admission or ticket, if known; and
7. Any consideration provided by the Town in exchange for the admission or ticket.

VI. Distribution and Disposition of Admissions and Tickets

A. When the Town distributes an admission or ticket, the Town Manager, or his/her designee, shall document:

Commented [JGH3]: ?

1. The date of distribution;
2. The name and official title of the individual receiving the admission or ticket;

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3. The total number of admissions or tickets provided to the recipient for a single event or attraction;
4. Any consideration or reimbursement provided by the recipient to the Town, if applicable; and
5. The specific public purpose served by the distribution.

B. Admissions and tickets shall only be distributed for a documented public purpose and shall not be distributed for personal benefit or private gain.

C. Elected officials and employees receiving admissions or tickets are prohibited from transferring them to others unless such transfer is documented and complies with this policy and applicable ethics laws.

VII. Ethics Compliance and Gift Reporting

A. Upon receipt of any admission or ticket, elected officials and Town employees shall review their obligations under the Florida State Ethics Code and the Broward County Ethics Code to determine whether the admission or ticket constitutes a reportable gift to themselves or their guest(s).

B. Elected officials and other Town employees who are subject to the Form 9 quarterly gift disclosure requirements set forth in Sec. 112.3148, F.S. who receive permitted admissions or tickets valued in excess of $100.00 shall file a CE Form 9 no later than the end of the calendar quarter following the quarter in which the admissions or tickets were received, if required by law. This includes such individuals who accept tickets and subsequently give them to others or otherwise dispose of them.

VIII. Records Retention and Public Records Compliance

All records related to the receipt, acceptance, control, distribution, and disposition of admissions and tickets shall be preserved in accordance with the Florida Public Records Act and the State of Florida records retention schedule, as may be amended from time to time.

IX. Training and Implementation

The Town shall provide training to elected officials, officers, and employees on this policy and related ethics and public records requirements.

X. Effective Date

This policy shall take effect upon adoption by the Town Commission of the Town of Pembroke Park and shall remain in effect unless amended or repealed.

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____________________________, Town Manager Date

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Agenda Item Report

Subject:	Consideration and Approval for Adoption of Fixed Asset Management SOP Policy - Sponsored by Finance Director Davermann RESOLUTION NO: 2026-010 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A FIXED ASSET MANAGEMENT STANDARD OPERATING PROCEDURES POLICY, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR PURPOSE AND AUTHORITY; PROVIDING FOR IMPLEMENTATION AND ADMINISTRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Finance Director, Finance & Budget Director
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	This policy establishes uniform procedures for identifying, acquiring, capitalizing, depreciating, inventorying, and disposing of Town-owned fixed assets. It ensures compliance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) pronouncements, and applicable Florida Statutes. GASB Statements No. 34, 87, and 96 require proper accounting and reporting for capital assets, leases, and subscription-based IT arrangements. The Finance Department has prepared the SOP, which includes capitalization thresholds, roles and responsibilities, accounting treatment, internal controls, and compliance requirements. Adoption of this SOP will strengthen internal controls, enhance accountability, and support accurate financial reporting.
Staff Recommendations:	
Procurement:	
Financial Implications:	No direct fiscal impact; policy supports accurate financial management and compliance.
Alternatives:	

ATTACHMENTS:

Resolution No: 2026-010

Town_of_Pembroke_Park_Fixed_Asset_SOP_FINAL DRAFT

RESOLUTION NO. 2026-010

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A FIXED ASSET MANAGEMENT STANDARD OPERATING PROCEDURES POLICY, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR PURPOSE AND AUTHORITY; PROVIDING FOR IMPLEMENTATION AND ADMINISTRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Pembroke Park ("Town") is required to properly account for, safeguard, and manage its capital assets in accordance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) pronouncements, and applicable Florida Statutes; and

WHEREAS, GASB Statements No. 34, No. 87, and No. 96 establish accounting and financial reporting requirements for capital assets, leases, and subscription-based information technology arrangements; and

WHEREAS, the Town Commission desires to establish consistent, uniform procedures governing the identification, acquisition, capitalization, depreciation, inventory, and disposal of Town-owned fixed assets; and

WHEREAS, the Finance Department has prepared a document entitled "Town of Pembroke Park | Fixed Asset Management Standard Operating Procedures" ("SOP"), which sets forth capitalization thresholds, roles and responsibilities, accounting treatment, internal controls, and compliance requirements; and

WHEREAS, adoption of the SOP will strengthen internal controls, enhance accountability, support accurate financial reporting, and promote compliance with state and professional standards; and

WHEREAS, the Town Commission finds that adoption of the Fixed Asset Management Standard Operating Procedures Policy, attached hereto as Exhibit "A" is in the best interest of the Town and its residents.

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

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and expressly made a part of this Resolution.

Section 2: The Town Commission of the Town of Pembroke Park hereby approves and adopts the Fixed Asset Management Standard Operating Procedures, attached hereto as Exhibit "A" and incorporated herein. The Fixed Asset Management SOP shall apply to all Town departments, divisions, officer and employees using Town funds for the acquisition, use or management of capital assets. The Finance Department shall be responsible for administering and maintaining the Fixed Asset Management SOP, attached hereto as Exhibit "A."

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

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

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

PASSED AND ADOPTED this 11th day of February, 2026.

____

MAYOR GEOFFREY JACOBS

ATTEST:

____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

____
JACOB G. HOROWITZ
Town Attorney

FIXED ASSET MANAGEMENT

Standard Operating Procedures

Document Information	
Department:	Finance Department
Prepared By:	James Davermann
Approved By:	
Effective Date:	TBD
Review Date:	Annually or as needed
GASB Standards:	GASB 34, GASB 87, GASB 96

1. PURPOSE

This Standard Operating Procedure establishes uniform guidelines for the identification, acquisition, recording, depreciation, inventory, and disposal of fixed assets owned by the Town of Pembroke Park. These procedures ensure compliance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) pronouncements, and Florida Statutes.

2. SCOPE

This policy applies to all Town departments, divisions, and any entity using Town funds for capital asset acquisition. It covers all tangible and intangible assets meeting the capitalization thresholds defined herein.

3. DEFINITIONS

Capital Asset

Tangible or intangible property with a useful life exceeding one year and an acquisition cost meeting or exceeding the established capitalization threshold.

Infrastructure

Long-lived capital assets that are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples include roads, bridges, drainage systems, water and sewer systems, and lighting systems.

Construction in Progress (CIP)

Costs accumulated for construction or development of capital assets not yet placed in service.

Depreciation

The systematic allocation of an asset's cost over its estimated useful life.

Right-to-Use Asset (GASB 87)

An asset representing a lessee's right to use an underlying asset for the lease term.

Subscription-Based IT Arrangement (GASB 96)

A contract that conveys control of the right to use another party's IT software for a period of time in an exchange or exchange-like transaction.

4. CAPITALIZATION THRESHOLDS

The following thresholds determine whether an asset is capitalized or expensed:

Asset Category	Threshold	Useful Life
Land	All amounts	N/A
Land Improvements	$5,000	15-20 years
Buildings	$10,000	30-50 years
Building Improvements	$10,000	10-20 years
Vehicles	$5,000	5-10 years
Machinery & Equipment	$5,000	5-15 years
Office Furniture & Fixtures	$5,000	7-10 years
Computer Equipment	$5,000	3-5 years
Software (Purchased/Licensed)	$5,000	3-5 years
Infrastructure - Roads/Streets	$10,000	20-40 years
Infrastructure - Drainage/Stormwater	$10,000	30-50 years
Infrastructure - Sewer Systems	$10,000	30-50 years
Infrastructure - Lighting	$10,000	15-25 years
Right-to-Use Assets (GASB 87)	$5,000	Lease term
IT Subscriptions (GASB 96)	$5,000	Contract term

5. ROLES AND RESPONSIBILITIES

5.1 Finance Department

- Maintain the master fixed asset register and subsidiary ledgers
- Record asset additions, transfers, and disposals
- Calculate and record depreciation expense
- Reconcile fixed asset accounts to the general ledger
- Coordinate annual physical inventory
- Ensure compliance with GASB standards
- Prepare fixed asset schedules for annual audit

5.2 Department Heads

- Identify and report new asset acquisitions to Finance
- Maintain custody and safeguard assets assigned to their department
- Report transfers, losses, theft, or damage immediately
- Initiate surplus/disposal requests through proper channels
- Participate in annual physical inventory
- Ensure proper use of Town assets

5.3 Town Manager

- Approve capital asset acquisitions within budgetary authority
- Approve asset disposals and surplus declarations
- Review and approve this policy and any amendments
- Any acquisitions that exceed the authorization limit are to be taken to the commission for approval

6. PROCEDURES

6.1 Asset Acquisition and Recording

1. Upon receipt of an asset meeting the capitalization threshold, the receiving department completes a Fixed Asset Addition Form.
2. Supporting documentation (invoice, purchase order, contract) is attached to the form.
3. Finance assigns a unique asset identification number and affixes a tag (where applicable).
4. Finance records the asset in the fixed asset system with all required data elements.
5. Assets are recorded at historical cost, including purchase price, freight, installation, and any costs to bring the asset to usable condition.

Required Data Elements for Each Asset:

Data Element	Description
Asset ID Number	Unique identifier assigned by Finance
Description	Detailed description of the asset
Asset Category	Classification per Section 4

Acquisition Date	Date asset placed in service
Historical Cost	Total capitalized cost
Funding Source	Grant, General Fund, Enterprise Fund, etc.
Department/Location	Custodial department and physical location
Useful Life	Estimated years per category table
Depreciation Method	Straight-line (standard)
Salvage Value	Estimated residual value (typically $0)
Serial/VIN Number	Manufacturer identification (if applicable)
Warranty Expiration	Date warranty ends

6.2 Construction in Progress (CIP)

1. All costs related to construction projects are accumulated in Construction in Progress accounts.
2. CIP includes: design/engineering fees, permits, construction costs, inspection fees, and capitalized interest (if applicable).
3. Upon substantial completion and placement in service, CIP is transferred to the appropriate capital asset category.
4. Depreciation begins when the asset is placed in service, not at project completion.
5. CIP accounts are reviewed quarterly to ensure timely transfer of completed projects.

6.3 Depreciation

1. The straight-line method is used for all depreciable assets.
2. Depreciation is calculated monthly and recorded in the general ledger.
3. Land and Construction in Progress are not depreciated.
4. Fully depreciated assets remain on the books at zero net book value until disposed.
5. Depreciation calculation: (Historical Cost - Salvage Value) / Useful Life = Annual Depreciation

6.4 Physical Inventory

1. A complete physical inventory of all capital assets is conducted annually, prior to fiscal year-end.
2. Finance provides each department with a listing of assets assigned to their custody.
3. Department personnel physically verify existence and condition of each asset.
4. Discrepancies are investigated and resolved before closing the inventory.
5. Department Heads sign certification that all assets are accounted for.
6. Missing assets are reported to the Town Manager and Police Department if theft is suspected.

6.5 Asset Disposal and Surplus

1. Departments initiate disposal by completing a Fixed Asset Disposal Form with justification.
2. Town Manager approves all disposals.
3. Disposal methods include: public auction, sealed bid, trade-in, transfer to another government, donation, or scrap.
4. Proceeds from sales are recorded in the appropriate fund.
5. Gain or loss on disposal is calculated and recorded: Proceeds - Net Book Value = Gain/(Loss).
6. Finance removes the asset and accumulated depreciation from the books upon disposal.
7. Documentation of disposal method and authorization is retained.

7. GASB 87 - LEASES

Leases with terms greater than 12 months are recorded as right-to-use assets and lease liabilities.

Requirements:

- Identify all lease agreements (equipment, vehicles, real property)
- Exclude short-term leases (12 months or less) and contracts transferring ownership
- Calculate present value of lease payments using the Town's incremental borrowing rate
- Record right-to-use asset and corresponding lease liability
- Amortize right-to-use asset over lease term (straight-line)
- Recognize interest expense on lease liability
- Maintain lease schedule with terms, payments, and remaining balances

8. GASB 96 - SUBSCRIPTION-BASED IT ARRANGEMENTS

Cloud-based software subscriptions exceeding 12 months are recorded as intangible right-to-use subscription assets.

Requirements:

- Inventory all IT subscription agreements and schedules (SaaS, cloud services, hosted software)
- Exclude contracts with terms of 12 months or less
- Calculate subscription liability at present value of payments
- Record subscription asset equal to subscription liability plus implementation costs
- Amortize subscription asset over the subscription term
- Recognize interest expense on subscription liability

9. ANNUAL AUDIT PREPARATION CHECKLIST

The following items must be prepared for external auditors:

Audit Deliverable	Responsible Party
Fixed asset roll-forward schedule (beginning balance, additions, disposals, ending balance)	Finance
Depreciation schedule by asset category	Finance
Capital additions listing with supporting invoices	Finance
Disposal documentation (authorization, proceeds, gain/loss calculation)	Finance
CIP detail and status of ongoing projects	Finance/Public Works
Lease schedule (GASB 87) with amortization tables	Finance
IT subscription schedule (GASB 96) with amortization tables	Finance/IT
Physical inventory certification	All Departments
Reconciliation of fixed asset subledger to general ledger	Finance
Infrastructure condition assessment (if applicable)	Public Works

10. RECORD RETENTION

Fixed asset records shall be retained in accordance with Florida General Records Schedule GS1-SL:

- Fixed asset records: 5 years after disposal or audit, whichever is later
- Depreciation schedules: 5 years after asset disposal
- Inventory records: 5 years
- Disposal documentation: 5 years after disposition

11. POLICY REVIEW AND AMENDMENTS

This policy shall be reviewed annually by the Finance Director. Amendments require Town Manager approval. Changes to capitalization thresholds or useful lives require review during the annual audit process.

12. APPROVAL

______________________________	______________________________
Finance Director	Town Manager
Date: _______________	Date: _______________

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Agenda Item Report

Subject:	Consideration and Approval to Cancel Otis Elevator Maintenance Contract - Sponsored by Public Services Director Odoms RESOLUTION NO: 2026-011 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE CANCELLATION OF THE OTIS ELEVATOR MAINTENANCE CONTRACT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	Request approval to cancel the current Otis Elevator maintenance contract for an amount not to exceed $10,304.80. The termination will occur once elevator modernization begins with TKElevator in the upcoming months. Following modernization, TKElevator will be considered as the ongoing maintenance provider. Prior to entering into any new service contract, all procurement steps will be completed and reviewed by legal counsel. The anticipated monthly maintenance cost with TKElevator will increase by $26, from $374 to $400.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No: 2026-011
Agreement_Otis Elevator 2020
Fw_ Town of Pembroke Park Cancellation

RESOLUTION NO. 2026-011

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE CANCELLATION OF THE OTIS ELEVATOR MAINTENANCE CONTRACT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park currently maintains an elevator service contract with Otis Elevator; and

WHEREAS, the Town of Pembroke Park professional staff has recommended the cancellation of the Otis Elevator agreement dated June 18, 2020; and

WHEREAS, upon commencement of modernization, the Town of Pembroke Park intends to terminate the Otis Elevator contract; and

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

Section 1. The Town Commission hereby authorizes the cancellation of the Otis Elevator maintenance contract for an amount not to exceed $10,304.80, effective upon commencement of elevator modernization.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. If any section, subsection, clause, or provision of this Resolution is determined to be invalid or unconstitutional, the remainder shall continue in full force and effect.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of February 2026.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

OTIS

Made to move you

OTIS MAINTENANCE

DATE: 06/11/2020

TO:
Town Of Pembroke Park
3150 S. W. 52nd Avenue
Hollywood, FL 330235413

FROM:
Otis Elevator Company
5351 Nw 35th Ave
Fort Lauderdale, FL 33309

EQUIPMENT LOCATION:
Town Of Pembroke Park
3150 Sw 52nd Avenue
Pembroke Park, FL 33023

Morgan Dack
Phone: (786) 676-8327
Fax:-

PROPOSAL NUMBER: AOM972

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
2	HYDRAULIC	OTIS ELEVATOR COMPANY	BIG ELV SMALL ELV	Z57002, Z57003

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEM℠

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS® scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils,

contacts, linings, and component parts.

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

OTIS MAINTENANCE

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. We will test the firefighters' service keyswitch on a monthly basis.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

OTIS MAINTENANCE

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

CONTRACT PRICE AND TERM

CONTRACT PRICE

Three hundred seventy-four dollars and seventy-two cents ($ 374.72) per month, payable Monthly

PRICE ADJUSTMENT

The Contract Price will be adjusted based on the following schedule: There will be no price adjustment for first year of the contract. Regular price adjustment thereafter.

TERM

The Commencement Date will be 07/01/2020.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

Electronic Funds Transfer Payments (ACH/EFT)

Transmission Format

Accepting CTX (Corporate Trade Exchange) format only. This format allows for up to 9,999 invoices per payment and supports detailed remittance data. It allows the combining of multiple invoices on a single payment and will ensure automatic credit to your accounts, as long as the entire Otis invoice number(s) is transmitted in the exact Otis format (examples below). **Please use the IV (which stands for invoice number) Qualifier when providing the Otis invoice number.**

Minimum Payment Information

The following information is required with each transmission:

- Payment Amount

OTIS MAINTENANCE

- Use the IV Qualifier to provide the ENTIRE INVOICE NUMBER (12 numbers in exact Otis format).
- Example 100400125483 or 110400087253.
- Payment Date

Depository Information

Depository Institution: JP Morgan Chase

Depository Address PO Box 31339-33631-3339, Tampa, FL 33631-3339

Account Name: Otis Elevator Company

Account Number: 55-20622

Bank routing Number: 071000013

If a wire transfer use this routing number: 021000021

Remittance Information

For each transmission, please send remittance notification to Otis Elevator Company via email at REMITTANCE@OTIS.COM or fax to 860-353-5145.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Morgan Dack
Title: -
E-mail: morgan.dack@otis.com

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Date: 6/15/20
Signed:
Print Name: - Ashira Mohammed
Title - Mayor

Otis Elevator Company
Approved by Authorized Representative

Date: 6/18/2020
Signed:
Print Name: Chantel Forrest
Title Sales Manager

E-mail: swoodbury@townofpembrokepark.com

Name of Company Town of Pembroke Park

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent: Stephanie Woodbury
(Name of Principal or Owner)

OTIS MAINTENANCE

OTIS MAINTENANCE

BILL TO INFORMATION

Company Name: Town of Pembroke Park

Address: 3150 S.W. 52nd Avenue

Address 2:

City: Pembroke Park

State: Florida

Zip Code: 33023

ACCOUNTS PAYABLE CONTACT

Name: Christian Noel

Phone Number: 954-966-4600 ext. 237

Fax Number: 954-961-4760

E-mail: cnoel@townofpembrokepark.com

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name:

Fax:

Phone:

E-Mail:

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.

From: Osmanny Larzabal
To: Town Clerk
Subject: Fw: Town of Pembroke Park Cancellation
Date: Wednesday, January 28, 2026 5:07:46 PM
Attachments: image.png
Outlook-imzjl30r.png
Outlook-gewz0puc.png

See below

Get Outlook for iOS

From: Crain, Aubrey <Aubrey.Crain@otis.com>
Sent: Wednesday, January 21, 2026 12:41:25 PM
To: Osmanny Larzabal <mannyl@tppfl.gov>
Cc: Stephanie Woodbury <swoodbury@tppfl.gov>; David Lynch <dlynch@tppfl.gov>; Jeff Odoms <jodoms@tppfl.gov>
Subject: Re: Town of Pembroke Park Cancellation

Good afternoon Osmanny,

Hope you are well!

For the request below, it looks at a quick glance this would be about $10,304.80, in addition to all open AR against the account, which would be an added $1,873.60.

My OTIS team, however, has continued to express our desire to partner with you - providing service and maintenance logs, as well as suggesting a plan of action between our teams - would we then be able to set up a call to know what further we can do to meet your needs?

All the best,

Aubrey Crain
Sr. Associate, Client Relationship Mgmt
Aubrey.Crain@otis.com
M: +1 (404) 263-1196

Otis Elevator Company
9786 Premier Parkway
Miramar, FL 33025

OTIS | Made to move you

From: Osmanny Larzabal <mannyl@tppfl.gov>
Sent: Wednesday, January 21, 2026 12:13 PM
To: Crain, Aubrey <aubrey.crain@otis.com>
Cc: Stephanie Woodbury <swoodbury@tppfl.gov>; David Lynch <dlynch@tppfl.gov>; Jeff Odoms <jodoms@tppfl.gov>
Subject: [EXTERNAL] Town of Pembroke Park Cancellation

Good afternoon Aubrey,

As of today's date, please provide us with the final payout to terminate contract per the agreement.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement. [redacted]

Thank you.

Osmanny "Manny" Larzabal
Deputy Public Services Director
Ph: 954-966-4600
Mobile: 954-290-1252
www.tppfl.gov
3150 SW 52nd Ave
Pembroke Park, FL 33023

Agenda Item Report

Subject:	Consideration of Approval of Agreement with the Broward County Supervisor of Elections for Administration of the 2026 General Election Referendum - Sponsored by Town Clerk Garcia-Lima RESOLUTION NO: 2026-012 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR SERVICES RELATED TO THE ADMINISTRATION OF THE 2026 GENERAL ELECTION REFERENDUM AS REQUIRED BY ORDINANCE 2025 005; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	Ordinance 2025-005, adopted by the Town Commission, requires that a referendum question be placed on the November 2026 General Election ballot. To comply with this requirement, the Town must execute an agreement with the Broward County Supervisor of Elections for ballot placement, printing, and election administration services. The SOE has provided a cost estimate for the referendum based on the number of registered voters and potential ballot page length. Cost Estimate Provided by the Supervisor of Elections: • $6,098.94 — based on a rate of $2.79 per voter • $6,426.84 — if the ballot includes one additional page • $6,754.74 — if the ballot includes two additional pages
Staff Recommendations:	Staff recommends approval of the agreement with the Broward County Supervisor of Elections to ensure proper placement and administration of the 2026 General Election referendum.
Procurement:	None
Financial Implications:	

Alternatives:	

ATTACHMENTS:

Pembroke Park_2026_Municipal Election Agreement
RESOLUTION NO 2026-012

MUNICIPAL ELECTIONS AGREEMENT

This Municipal Elections Agreement is between the Broward County Supervisor of Elections, a Broward County Constitutional Officer ("Supervisor"), and Town of Pembroke Park, a municipal corporation ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor's duties, functions, and responsibilities are the engagement, training, and assigning of Poll Workers (as hereinafter defined), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes.

B. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, and other matters affecting elections for all municipalities within Broward County, Florida.

C. Municipality is responsible for all costs associated with conducting any of its elections, including without limitation all "election costs" as defined in Section 97.021(15), Florida Statutes.

D. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist Municipality in selecting and training Poll Workers and conducting municipal election(s) in Broward County, Florida. Municipality desires to delegate to Supervisor the power, duty, and authority to conduct Municipality's election(s) pursuant to the terms, conditions, and provisions of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. Applicable Law means all applicable federal, state, county, municipal, or other government entity laws, rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapter 75-350, Laws of Florida (Special Acts of 1975), as amended, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

1.2. Broward County Supervisor of Elections or **Supervisor** means Joe Scott in his official capacity as the Broward County Supervisor of Elections or the then-current duly elected or appointed successor, as applicable.

1.3. Election Fees means all fees, costs, charges, and expenses associated with the Municipal Elections and Supervisor's performance of the Election Services, including without limitation "election costs" as defined in Section 97.021(15), Florida Statutes, and amounts paid or due to Poll Workers.

1.4. Election Services means the duties, functions, obligations, and work required by Supervisor to conduct the Municipal Elections and any additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.5. Municipal Election(s) means the Municipality's elections within the scope of Article 2 of this Agreement or within the scope of any amendment to this Agreement.

1.6. Poll Worker(s) means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Locations on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on Supervisor's website at BrowardVotes.gov.

1.7. Polling Location(s) means a building, including any portion thereof, designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

1.8. Stand-Alone Election(s) means a municipal election held when only municipal races are on the ballot, or when no other federal or state election is being held.

ARTICLE 2. SCOPE OF ELECTION SERVICES

2.1. Municipal Elections. Municipality hereby engages Supervisor to perform Election Services in connection with the Municipal Elections scheduled to occur in ______________________________. If Municipality desires Supervisor to perform Election Services for any additional municipal elections ("Additional Elections"), the terms, conditions, and services relating to such Additional Elections shall be agreed to by both Parties and set forth in an amendment executed pursuant to the terms of this Agreement.

2.2. Cost Estimates. Supervisor has provided to Municipality, and Municipality acknowledges receipt of, the applicable schedule of Election Fees. A current estimate of the Election Fees associated with the applicable Municipal Elections is attached hereto as Exhibit A ("Cost Estimate"). The Cost Estimate is subject to adjustment based on the actual costs incurred by Supervisor and does not include other necessary costs as provided for in Section 3.8 of this Agreement, if any.

2.3. Final Invoice. For each Municipal Election, Supervisor will provide Municipality with a final invoice, which includes the actual Election Fees associated with the applicable Municipal Election, within six (6) months after the date of the applicable Municipal Election ("Final Invoice").

2.4. Polling Locations. Except as otherwise provided in Section 3.2 and Applicable Law, Supervisor shall select and designate Polling Locations (including early voting locations) in Supervisor's sole and absolute discretion.

2.5. Poll Workers. Except as otherwise provided by Applicable Law, Supervisor shall select, hire, assign, and train an appropriate number of Poll Workers for the Municipal Elections, as determined by Supervisor in Supervisor's sole and absolute discretion.

2.6. Payment of Poll Workers. Supervisor shall set the pay rate for Poll Workers and pay Poll Workers in accordance with Applicable Law.

2.7. County Voting System. Except as otherwise required by Applicable Law, Supervisor shall use Broward County's current voting equipment and systems in the performance of the Election Services, and Supervisor shall determine, in Supervisor's sole and absolute discretion, the manner in which to use such voting systems and the type and number of such equipment to be used for each applicable Municipal Election.

2.8. Vote by Mail. If the Municipal Elections will be conducted during a federal or state election, Supervisor shall provide vote by mail/absentee ballots to Municipality's residents in the same manner as the federal or state election pursuant to Applicable Law. Vote by mail ballots for any Stand-Alone Election shall be subject to Supervisor's sole and absolute discretion, and Municipality shall pay Supervisor for any fees and costs associated with any such vote by mail operations and materials.

ARTICLE 3. MUNICIPALITIES OBLIGATIONS

3.1. Supervisor's Compensation and Method of Payment. Except as otherwise provided in Exhibit A, Municipality shall pay Supervisor the Election Fees incurred and for any other necessary costs as provided for in Section 3.8 herein for each applicable Municipal Election. Municipality shall timely pay Supervisor all amounts invoiced by Supervisor within thirty (30) days after receipt of Supervisor's Final Invoice. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's authorized designee. Municipality's payment obligation includes all Election Fees incurred by Supervisor, including any other necessary costs as provided for in Section 3.8 herein, which may be in excess of the Cost Estimate attached as Exhibit A or otherwise provided to Municipality by Supervisor.

3.2. Polling Locations. Not less than sixty (60) days prior to the date of the applicable Municipal Election, Municipality may provide in writing to Supervisor proposed Polling Locations for such Municipal Election, which locations shall be subject to final review and approval by Supervisor. For Polling Locations proposed by Municipality, Municipality shall provide to Supervisor copies of the rental agreements or other documentation for the utilization of the Polling Locations consistent with the provisions of this section. For Municipal Elections conducted during a federal or state election, the Polling Locations will be determined and the terms for use negotiated by Supervisor in Supervisor's sole and absolute discretion.

3.2.1. Use of Polling Locations. For each applicable Municipal Election, Supervisor shall pay the rental costs and fees for the use of Polling Locations and such costs shall be included in the Election Fees set forth in the Cost Estimate and the Final Invoice for reimbursement by Municipality.

3.2.2. Municipality's Additional Responsibilities for Polling Locations. Municipality is responsible for: (a) providing any additional security requested by Municipality for the Polling Location(s); (b) fully cooperating with Supervisor to comply with any Applicable Law related to the Polling Location(s), including any standards or guidelines from the Florida Secretary of State; (c) ensuring compliance with Supervisor's then-existing security standards for Polling Locations; (d) entering into written use, license, or other rental agreements for the use of the sites on the terms and conditions set forth in any form(s) provided by Supervisor for such purpose or otherwise approved in advance by Supervisor; and (e) to the extent Municipality owns, leases, sublets, or otherwise operates the Polling Location, the repair and maintenance of the Polling Location(s) in good structural and safe condition in compliance with Applicable Law, including without limitation the Americans with

Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act and ensuring that the Polling Locations comply with all other Applicable Laws.

3.2.3. Polling Location Changes. Municipality shall be responsible for and shall pay all costs incurred by Supervisor as a result of any Polling Location changes requested by Municipality, including all costs associated with providing written notice to voters.

3.3. Cooperation with Supervisor. Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with Supervisor's performance of the Election Services and any other applicable duties and obligations under this Agreement.

3.4. No Legal Advice; Municipality's Responsible Person. Municipality shall be responsible for obtaining its own legal advice and determinations of Applicable Law related to the Municipal Elections, including candidate qualifications and eligibility, petitions, referendums, and special elections. Municipality acknowledges and agrees that Supervisor has no obligation to and expressly disclaims the provision of any legal advice, legal opinions, and legal guidance to Municipality in connection with the performance of Supervisor's obligations under this Agreement. Prior to each Municipal Election, Municipality shall identify in writing and provide to Supervisor the contact information for the Municipal Clerk or other municipal official(s) who shall act as Supervisor's point of contact for Municipality and who shall also be the municipal official responsible for ensuring the performance and oversight of Municipality's obligations under the Florida Election Code, and any municipal charter provision or ordinances in this Agreement with regard to the Municipal Election ("Municipality's Responsible Person"). Notwithstanding the foregoing, except as otherwise required by the Florida Election Code or other Applicable Law, Municipality agrees and acknowledges that Supervisor does not consent to and is not bound by any statute, municipal charter or ordinance that provides for the delegation of duties to Supervisor unless such duties are expressly provided for in this Agreement or consented to by Supervisor in writing. Except as otherwise required by Applicable Law, any obligations or duties not set forth in this Agreement shall be the sole responsibility of Municipality.

3.5. Candidate Qualifications and Signature Verifications. Subject to Applicable Law, Municipality shall be responsible for and shall conduct any municipal candidate qualifications, determinations of eligibility to run, and collection of any election assessments. Municipality shall accept and process all qualifying papers and fees from such candidates and Municipality shall promptly provide Supervisor with a list of all qualified candidates in the format required by Supervisor, at the end of the qualification period. If Municipality requires Supervisor to verify signatures for candidate qualifying petitions or any other petitions permitted under Applicable Law, Municipality shall pay Supervisor's fees and costs for such verifications and Supervisor shall perform such verifications in the same manner it performs verifications for state candidates, except as provided by Applicable Law.

3.6. Notifications and Election Ads Required by Law. Supervisor shall prepare and arrange for publication in English, Spanish and Creole all election advertising and notices required under the Florida Election Code, directives and guidance from the Florida Secretary of State, and applicable state and federal laws. For all other election advertising and public notices, including without limitation, applicable recount notices and any other required notices to candidates, political parties, and political committees, Municipality shall be responsible for the preparation and publication in English, Spanish and Creole of all such materials.

3.7. Ballots; Other Election Material; and Translations. No later than the last day of Municipality's candidate qualifying period or such earlier date as required by Supervisor to timely prepare the ballots and perform the Election Services, Municipality shall promptly furnish to Supervisor all ballot information in English, Spanish, and Creole, including the name of the candidates as they are to appear on the ballot and any pronunciation guides, the name of Municipality, the name of the Municipal Election, the titles of office(s), and any referendum titles, explanations, or questions. Municipality shall be solely responsible for all translation costs. Further, Municipality agrees to promptly approve layout and ballot proof(s) provided by Supervisor, and Municipality shall be responsible for and shall ensure that all Municipal Election materials, including required notices and ballots, are accurate and legally sufficient.

3.8. Other Necessary Costs. Municipality shall reimburse Supervisor for any additional costs or fees not otherwise expressly provided for in this Agreement incurred as a result of the Municipal Election, including without limitation, costs associated with conducting a recount or runoff, attorneys' fees and costs incurred by Supervisor in any matter related to the Municipal Election, and costs caused by any negligence, mistake, or intentional act or omission by Municipality, its employees, officers, commissioners, or agents.

ARTICLE 4. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5. NOTICES AND PUBLIC RECORDS

5.1. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

Notices to Supervisor:

Attn: Joe Scott, Supervisor of Elections
4650 NW 21st Avenue
Fort Lauderdale, Florida 33309
E-mail: jscott@browardvotes.gov

With a copy to:

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

Notices to Municipality:

Attn: Cynthia Garcia-Lima, Town Clerk (name and title)
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Email address: townclerk@tppfl.gov

With a copy to:
Jacob Horowitz, Town Attorney
3150 SW 52nd Avenue, Pembroke Park, FL 33023
Email address: jhorowitz@gorencherof.com

5.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. In providing the Election Services, Supervisor does not assume and expressly disclaims any designation or delegation as custodian of Municipality's election records. In the event of an election contest or challenge, Supervisor agrees to cooperate in providing any public records that Supervisor maintains or otherwise controls.

ARTICLE 6. DISPUTES; GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

6.1. Dispute Resolution; Attorneys' Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys' fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida**. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 7. TERM; TERMINATION

7.1. Agreement Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from the date of its full execution (the "Effective Date") until sixty (60) days after the election results has been certified, all vote processing equipment has been returned to

Supervisor's warehouse, and any post-election audit or reconciliation required under Applicable Law, has been completed for the last Municipal Election covered by this Agreement.

7.2. Termination for Convenience. Unless a Municipal Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, Supervisor shall be paid for the Election Fees incurred through the effective date of termination and any other necessary costs provided for in Section 3.8. The payment obligations of Municipality under this Agreement shall survive expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.2. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.3. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4. Amendments. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5. No Third-Party Beneficiaries. Neither Supervisor nor Municipality intends to primarily benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6. Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

8.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9. Independent Contractor. Supervisor is acting as an independent contractor for Municipality in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10. Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.12. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by and through its (name and title)______________________________ duly authorized to execute same.

SUPERVISOR

By: ____
Joe Scott, Broward County Supervisor of Elections

__day of __________, 202_

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By ____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

MUNICIPAL ELECTIONS AGREEMENT

MUNICIPALITY

ATTEST:

________________________________ By: Cynthia Garcia-Lima

, City Clerk

_____ day of_________________, 202__

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the Parties:

____

, City Attorney

EXHIBIT A - Municipal Election Cost Estimate

Description	Cost per registered voter in Municipality (per election)
Election Fees for candidate only municipal elections held in conjunction with county, state, or federal elections:	$0
With Ballot Question(s) Each Extra Ballot Page Side	$2.79 $0.15 x number of registered voters
Stand-Alone Election (only municipal races, question(s) are on the ballot) Each Extra Ballot Page Side Optional Early Voting	$2.79 $0.15 x number of registered voters Number of days of early voting x ($2.49 x number of registered voters)
Estimate of Municipality's Total Number of Registered Voters as of (1/16/2026): 2,186	**Estimated Cost for 2026 March Election : ______________** **Estimated cost with extra ballot pages:** **________________ with 1 extra page** **________________ with 2 extra pages** **Estimated Cost for 2026 November General Election :** 0 **Estimated cost with ballot question(s) plus extra ballot pages:** $6,098.94 **at 2.79 per registered voter** $6,426.84 **with 1 extra page** $6,754.74 **with 2 extra pages**

RESOLUTION NO. 2026-012

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR SERVICES RELATED TO THE ADMINISTRATION OF THE 2026 GENERAL ELECTION REFERENDUM AS REQUIRED BY ORDINANCE 2025-005; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission adopted Ordinance 2025-005, directing that a referendum question be placed on the ballot for the November 2026 General Election; and

WHEREAS, the Broward County Supervisor of Elections ("SOE") is responsible for administering countywide elections, including ballot placement, printing, and related election services; and

WHEREAS, the SOE has provided the Town with a cost estimate for administering the referendum, including:

- $6,098.94 based on a rate of $2.79 per voter;
- $6,426.84 if the ballot requires one additional page; and
- $6,754.74 if the ballot requires two additional pages; and

WHEREAS, the Town Commission finds it necessary and in the best interest of the Town to enter into the agreement to ensure proper placement and administration of the referendum.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Commission hereby approves the agreement with the Broward County Supervisor of Elections for administration of the 2026 General Election referendum.

Section 3. The Town Clerk is authorized to execute the agreement and take all necessary actions to implement this Resolution.

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

PASSED AND ADOPTED this 20th day of February 2026.

____
MAYOR GEOFFREY JACOBS

ATTEST:

____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration and Approval of Ordinance Amending Commission Meeting Time from 7:00 p.m. to 6:00 p.m. - Sponsored by Town Manager Lynch ORDINANCE NO: 2026-004 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING SECTION 2-36 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "DATE AND TIME FOR REGULAR MEETINGS;" BY SPECIFICALLY CHANGING THE TIME THE COMMISSION MEETS FROM 7:00 P.M. TO 6:00 P.M.; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Town Manager requested preparation of an ordinance modifying the official meeting time of the Town Commission. The proposed change would move the regular meeting start time from **7:00 p.m.** to **6:00 p.m.** The attached ordinance reflects this amendment to the Town's Code of Ordinances.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Ordinance No: 2026-004
2026-004 - Business Impact Statement - Time Change for Meetings

ORDINANCE NO. 2026-004

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING SECTION 2-36 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "DATE AND TIME FOR REGULAR MEETINGS;" BY SPECIFICALLY CHANGING THE TIME THE COMMISSION MEETS FROM 7:00 P.M. TO 6:00 P.M.; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-36 of the Town's Code of Ordinances establishes the date and time the Commission meets each month; and

WHEREAS, the Town Commission seeks to change the meeting time to 6:00 p.m.; and

WHEREAS, the Town Commission finds that amending Section 2-36 of the Town of Pembroke Park Code of Ordinances is in the best interests of the citizens and residents of the Town.

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

Section 1. **RECITALS ADOPTED.** That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. **SECTION 2-36 OF TOWN CODE AMENDED.**

Sec. 2-36. - Date and time for regular meetings.

The Town Commission shall meet for regular meetings on the second Wednesday of each and every month at the hour of ~~7~~6:00 p.m.; or as soon thereafter as possible. In the event of a holiday, or other special circumstance, the Town Commission, by majority vote, may reschedule, cancel or continue a regular meeting of the Town Commission.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 11th DAY OF FEBRUARY, 2026.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF __________________, 2026.

ATTEST:

____
MAYOR GEOFFREY JACOBS

____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency:

____
JACOB G. HOROWITZ
Town Attorney

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BUSINESS IMPACT ESTIMATE[1]

Meeting Date: February 20, 2026	Agenda Item No. 8.1

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The purpose of this ordinance is to adjust the official start time of regular Town Commission meetings from **7:00 p.m.** to **6:00 p.m.** to better align with operational needs and improve meeting efficiency.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

There are no direct compliance costs for businesses, as the ordinance does not impose new requirements, operational changes, or mandates.

b. New Charges/Fees on Businesses Impacted:
Not applicable. The ordinance does not impose any new charges, fees, or taxes on businesses.

c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted: No businesses will be directly impacted by adoption of the ordinance.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

[1] Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

Agenda Item Report

Subject:	Consideration and Approval for Creation of Town-Wide Wellness & Weight-Loss Program With Incentives and Commercial Scale "Walking under the Stars" - Sponsored by Commissioner Mohammed RESOLUTION NO. 2026-013 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF A VOLUNTARY TOWN-WIDE WELLNESS PROGRAM; AUTHORIZING THE PURCHASE OF A COMMERCIAL-GRADE SCALE SUBJECT TO BUDGET AND PROCUREMENT REQUIREMENTS; AUTHORIZING THE USE OF GUEST TRAINERS SUBJECT TO INSURANCE AND WAIVER REQUIREMENTS; AUTHORIZING THE TOWN MANAGER TO ADMINISTER THE PROGRAM; PROVIDING FOR PRIVACY PROTECTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	**Policy Questions:** Should Pembroke Park launch a Town-Wide Wellness & Weight-Loss Program for residents and staff? 1. Should the Town purchase a commercial-grade scale for official weigh-ins at Town Hall? 2. Should the program include incentives and rewards such as gift cards, recognition, fitness equipment, or sponsored prizes? 3. Should staff work with local businesses, health vendors, or the American Beverage Foundation (nutrition grant) for funding support? **Summary:** This item proposes the creation of a Pembroke Park Wellness & Weight-Loss Challenge for residents and Town staff. The program would include: • Initial and monthly weigh-ins using a commercial-grade scale • A wellness app or tracking system • Workshops, walking groups, nutrition classes, and fitness challenges

- Rewards and incentives based on participation or weight loss percentages
- Partnerships with local grocery stores, gyms, and corporate sponsors

This program aligns with the Town's historic commitment to health and wellness, including the annual Health Fair.

Background:

Pembroke Park residents have expressed strong interest in holistic wellness, nutrition, and fitness opportunities, especially following the Town's successful health fairs.

Other cities have implemented similar wellness challenges to improve community health metrics, strengthen social engagement, and promote healthy lifestyles. These programs often partner with national organizations, health insurers, and corporate sponsors to reduce costs and expand benefits.

The Town can tailor a model that fits our community, using Town Hall as the weigh-in location and public parks as movement spaces (walk challenges, outdoor fitness sessions, etc.).

A Town-wide wellness program can be designed to include:

1. Monthly Weigh-Ins at Town Hall

Using a commercial-grade scale suitable for accurate, high-capacity measurement.

2. Community Engagement Activities

- Walking clubs at Patrick Behan Park
- Yoga/stretch classes
- Weekend family fitness days
- Cooking demos focused on diabetes-friendly meals

3. Digital Tracking

Participants can optionally use a wellness app to track:

- Steps
- Weight
- Water intake
- Sleep
- Challenge milestones

4. Rewards & Incentives

Options may include:

- Gift cards
- "Most Improved" awards
- Fitness gear (mats, water bottles, resistance bands)
- Sponsored prizes
- Recognition at Commission meetings

5. Sponsorship Opportunities

Potential partners include:

- American Beverage Foundation (nutrition grant)
- Local Publix and Walmart
- Gyms and personal trainers
- Local health practitioners
- Corporate partners such as Home Depot (equipment for community

	fitness areas) This type of program promotes community health, enhances Town visibility, and supports family-oriented initiatives. **Options:** Approve creation of a Town-Wide Wellness & Weight-Loss Program with incentives. 1. Approve the program but require staff to present a detailed implementation plan in 30 days. 2. Approve purchase of a commercial-grade scale only, and begin a pilot program. 3. Defer for further analysis. **Advantages:** Promotes healthier lifestyles among residents and staff • Low-cost, high-impact community benefit • Builds positive community engagement • Reinforces Town leadership in wellness initiatives • Supports residents with diabetes, hypertension, and weight-loss goals **Disadvantages:** • Requires staff time for weigh-ins and program administration • Incentives may require sponsorships or budget allocation **Possible Action:** Motion to approve creation of a Pembroke Park Town-Wide Wellness & Weight-Loss Program, authorize the purchase of a commercial-grade scale, and direct staff to begin planning partnerships and incentives.
Staff Recommendations:	
Procurement:	
Financial Implications:	Minimal startup cost. Main expenses include: • Acquisition of a commercial-grade scale for weigh-ins • Marketing materials (flyers, banners, digital posts) • Potential sponsorships to offset costs
Alternatives:	

ATTACHMENTS:

RESOLUTION NO 2026-013

RESOLUTION NO. 2026-012

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF A VOLUNTARY TOWN-WIDE WELLNESS PROGRAM; AUTHORIZING THE PURCHASE OF A COMMERCIAL-GRADE SCALE SUBJECT TO BUDGET AND PROCUREMENT REQUIREMENTS; AUTHORIZING THE USE OF GUEST TRAINERS SUBJECT TO INSURANCE AND WAIVER REQUIREMENTS; AUTHORIZING THE TOWN MANAGER TO ADMINISTER THE PROGRAM; PROVIDING FOR PRIVACY PROTECTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park has the authority to establish programs that promote the general health, welfare, and quality of life of its residents and employees; and

WHEREAS, wellness initiatives constitute a valid municipal purpose when structured as voluntary, non-medical programs; and

WHEREAS, the Town desires to implement a voluntary wellness program designed to encourage healthy lifestyle choices through education, physical activity, and community engagement; and

WHEREAS, the Town Commission finds that the acquisition of a commercial-grade scale may be necessary to support the administration of such a program; and

WHEREAS, the Town Commission desires to allow the use of qualified guest trainers, instructors, or wellness professionals for non-medical program activities, subject to appropriate risk management safeguards; and

WHEREAS, the Town Commission desires to authorize the Town Manager to administer the program in accordance with applicable law, budgetary constraints, and Town procurement, ethics, and risk-management policies;

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

Section 1. The Town Commission hereby authorizes the establishment of a voluntary Town-Wide Wellness Program for residents and Town employees. Participation shall be strictly voluntary.

Section 2. The Wellness Program may include non-medical activities such as health education, fitness challenges, walking programs, nutrition awareness activities, and voluntary participation tracking. Program activities may include workshops or group activities conducted by qualified guest trainers, instructors, or wellness professionals, provided such activities are non-medical in nature. The program shall not constitute medical advice, diagnosis, or treatment.

Section 3. The Town Manager, or designee, is authorized to purchase a commercial-grade scale, subject to budget availability and compliance with the Town's procurement policies and procedures.

Section 4. Any guest trainer, instructor, or wellness professional engaged in connection with the Wellness Program shall be required, as applicable, to:

(a) execute an agreement approved by the Town Attorney;

(b) maintain appropriate general liability insurance in amounts determined by the Town's risk-management requirements;

(c) name the Town of Pembroke Park as an additional insured; and

(d) provide indemnification to the Town to the extent permitted by law.

Section 5. Participation in the Wellness Program may be conditioned upon execution of a waiver and release of liability, including an assumption of risk, in a form approved by the Town Attorney.

Section 6. Participation metrics, if collected, shall be limited to non-medical information. The Town shall not create or maintain medical records, and no personally identifiable health information shall be collected or retained by the Town.

Section 7. The Town Manager, or designee, is authorized to administer the Wellness Program and establish written program guidelines, schedules, and participation rules consistent with this Resolution and applicable law.

Section 8. Nothing in this Resolution shall be construed to create a right, entitlement, or guarantee of health outcomes, nor shall participation alter the terms or conditions of employment for Town employees.

Section 9. The Town Manager, or designee, is authorized to establish non-cash incentives, recognition items, or sponsored rewards to encourage participation in the Wellness Program, subject to budget availability and applicable law. Incentives may include, but are not limited to, branded items, wellness-related merchandise, donated or sponsored equipment, or participation recognition, provided such incentives are reasonable in value and consistent with Town procurement, ethics, and sponsorship policies.

Section 10. This Resolution shall become effective immediately upon adoption.

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PASSED AND ADOPTED this 11th day of February 2026.

____
MAYOR GEOFFREY JACOBS

ATTEST:

____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

____

JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration to Approve the Capital Improvement Element for Submission to the Department of Commerce - Sponsored by Public Services Director Odoms and Finance Director Davermann ORDINANCE NO: 2026-005 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE PLAN TO PROVIDE FOR THE 2026 ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Finance Director, Finance & Budget Director
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	The Town Commission is requested to review and approve the proposed Capital Improvement Element (CIE). This plan outlines anticipated capital projects, priorities, and funding strategies for the next five fiscal years. Approval of this plan is required for submission to the Department of Commerce in compliance with applicable regulations and funding requirements. The Capital Improvement Element serves as a strategic roadmap for infrastructure improvements, facility upgrades, and other major capital investments. The plan includes estimated costs, timelines, and potential funding sources for each project. Submission to the Department of Commerce ensures eligibility for grants, funding programs, and compliance with state and federal guidelines. On January 14, the Commission approved by resolution the submittal of document to the State; however, the state advised this must be presented as ordinance instead of resolution.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Ordinance No: 2026-005
TPP Capital Improvements Element
2026-005 - Business Impact Statement - Capital Improvement Element

ORDINANCE NO. 2026-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE PLAN TO PROVIDE FOR THE 2026 ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park, Florida recognizes the importance of planning for future infrastructure and capital needs; and

WHEREAS, the proposed Capital Improvement Element (CIE), attached hereto as Exhibit "A" outlines anticipated projects, priorities, estimated costs, and funding strategies for the next five fiscal years; and

WHEREAS the Town Commission of the Town of Pembroke Park held a public hearing to allow for public participation concerning the preparation and review of the proposed updates to the CIE; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, held a public hearing, according to Chapter 163 of the Florida Statutes, at which time the parties and interests and all other citizens and residents of Oakland Park so desiring to participate had an opportunity to be and were heard; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida finds the adoption of the amendments to the CIE, attached hereto as Exhibit "A" to be in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION

OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

SECTION 2. The Town Commission of the Town of Pembroke Park, Florida hereby approves and adopts the proposed updates to the Capital Improvement Elements of the Comprehensive Plan, attached and identified as Exhibit "A," as amended. The Commission further authorizes and directs the transmittal of the CIE to the Department of Commerce.

SECTION 3. If any clause, section, or other part of this Ordinance shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

SECTION 4. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflicts.

SECTION 5. This Ordinance shall be effective upon its passage and adoption by the Town Commission of the Town of Pembroke Park, Florida.

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PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 11TH DAY OF FEBRUARY, 2026.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF ___________________, 2026.

ATTEST:

____
MAYOR GEOFFREY JACOBS

____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency:

____
JACOB G. HOROWITZ
Town Attorney

Town of Pembroke Park

Capital Improvements Element
Goals, Objectives, and Policies Document

Adopted January 14, 2026

Capital Improvements Element

Goals, Objectives, and Policies

Capital Improvements Element (CIE) Adoption Document
Town of Pembroke Park

1. Introduction, Purpose and Policies

The goal of the Capital Improvements Element of the Town of Pembroke Park Comprehensive Plan is to identify, prioritize, and fund capital projects necessary to support existing and future development, maintain adopted Levels of Service (LOS), and ensure consistency with the Town's goals, objectives, and policies.

This Capital Improvement Element (CIE) for the Town of Pembroke Park assesses public facility and infrastructure requirements for the Town, and identifies specific level-of-service standards related to municipal services. Development must always demonstrate that the adopted level-of-service standard is maintained in order to receive approval.

Additionally, the CIE prioritizes the implementation of capital improvements projects based on public facility requirements, and specifies the funding required to pay for implementation. The entire Capital Improvements Element must be reviewed on an annual basis.

SECTION I: CAPITAL IMPROVEMENTS

OBJECTIVE 1.1:

The Town shall adopt, and annually amend, a balanced 5-year Capital Improvement Plan (CIP) prepared to be implemented in the Town's yearly budget with anticipated projected expenditures for the following four year period.

POLICY 1.1.1: The 5-year CIP shall be financially feasible and address all capital improvements identified in the comprehensive plan including existing and estimated deficiencies with estimated cost for replacement, renovation or substituted alternatives.

POLICY 1.1.2: All future building owners shall assist in paying their share of future anticipated impact on the Town's capital facilities and improvements.

POLICY 1.1.3: All Land Use decisions for public and private construction shall be based on the 5-year CIP which shall assure the Town's available and projected fiscal resources are allocated for construction of the necessary public facilities to meet LOS concurrent with actual need for said services consistent with Chapter 163.3180 Florida Statutes as amended.

POLICY 1.1.4: The Town shall establish criteria to evaluate future capital improvement projects. Such criteria shall be directly related to the individual elements of the comprehensive plan and shall include consideration of:

a. The elimination of public hazards;

b. The elimination of existing capacity deficiencies;

c. Local budget impact and financial feasibility;

d. The accommodation of new development and redevelopment facility service demand;

e. Plans of State Agencies that provide public facilities within the Town's jurisdiction.

OBJECTIVE I.2

The Town shall approve development or redevelopment proposals that are consistent with existing services availability or coincides with budgeted provisions of additional services at the adopted Level of Service (LOS) standards; and that all future development bears their proportionate cost of new facility improvements required by the Town to maintain adopted levels of service and improvements.

POLICY 1.2.1: All development proposals and redevelopment proposals shall be reviewed cognizant of level of service standards, existing levels of service and where appropriate, the timeframe for implementation of additional facility improvements.

POLICY 1.2.2: The approval of proposed development or redevelopment projects shall be based on the project related service needs being concurrently available at the adopted level of service standards or that development orders and permits are conditioned on the availability of facilities to serve the proposed development.

POLICY 1.2.3: The recommended Level of Service (LOS) Standards for basic urban services within the Town are as follows:

FACILITY	LOS STANDARDS TO BE MAINTAINED
A. Sanitary Sewer Facilities	Average sewage generation rate is 258 gallons per capita per day
B. Solid Waste Facilities	Average solid waste generation rate is 8.9 pounds per residential unit
C. Drainage Facilities	1-in-100 year storm with attenuation (24 hour storm event) and treatment of the first 1" of run off on site
D. Potable Water Facilities	Average water consumption rate is 103 gallons per capita per day
E. Arterial / Collector Roadways**	See Below
F. Local Roadways	LOS "D"
G. Recreation Standard for Land	3 acres per 1,000 permanent population

[The Town is located in a Broward County Transportation Concurrency Management Area (TCMA). All new development is subject to payment of Transit Impact Fees to Broward County.]**

OBJECTIVE 1.3:

The Town shall utilize the Capital Improvements Element of the Comprehensive Plan as a means to correct existing deficiencies, replace obsolete or worn out facilities and limit public expenditures that subsidize private development in High Hazard Coastal Area.

As defined in Section 163.3178(2)(h), F.S., the Coastal High Hazard Area (CHHA) is the area below the elevation of the category 1 storm surge line as established by the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model

POLICY 1.3.1: The Town shall annually review the need for providing public facilities to serve developments approved before the adoption of this comprehensive plan and replacing existing capital improvements as required in the 5-year CIP.

POLICY 1.3.2: The Level of Service (LOS) Standards established in accordance with the other elements of the Comprehensive Plan and identifying in Objective

1.2 shall be maintained and available concurrently with the impact of all new development

OBJECTIVE 1.4: The annual budget shall demonstrate the Town's ability to provide needed facilities identified in the Comprehensive Plan Elements so that current and future public facility needs do not exceed the Town's available revenue sources.

POLICY 1.4.1: The annual budget adopted by the Town shall contain an annual capital budget that corresponds to the Capital Improvement Program and Schedule of Improvements included in the Comprehensive Plan

POLICY 1.4.2: The Town shall continue to encourage private developers to construct and donate to the Town capital improvements needed to mitigate impacts of new development in order to meet adopted level of service standards.

POLICY 1.4.3: The Town shall not incur any debt from financing capital improvements unless plans are adopted for borrowing funds and providing the necessary debt service within its capital improvement budget in accordance with Town Charter.

POLICY 1.4: The Town hereby certifies that the capital improvements identified in this element are financially feasible based on currently available revenue sources and projected revenues, consistent with Section 163.3177(3)(a)5, F.S.

OBJECTIVE 1.5: The Town shall insure that the land development regulations require that developers of proposed development and redevelopment projects participate in any facility improvement costs necessary to maintain LOS standards.

POLICY 1.5.1: Require the performance bonding of project related utility or transportation improvements necessary to accommodate the development of vacant parcels or substantial redevelopment of existing properties.

POLICY 1.5.2: Establish a preference for the actual construction of adjacent site road improvements in lieu of impact fee payments.

OBJECTIVE 1.6: The Town shall consider the flood-related impacts of future development and redevelopment when prioritizing capital improvements.

POLICY 1.6.1: Capital improvement projects shall be evaluated for resilience to flooding and sea level rise consistent with Section 163.3178(2)(f), F.S.

POLICY 1.6.2: The Town shall coordinate with Broward County on regional resilience and adaptation planning efforts."

Public Infrastructure Element

Goals, Objectives, and Policies

SECTION II: PUBLIC INFRASTRUCTURE

SECTION II-A: SANITARY SEWER

GOAL II-A: Ensure efficient and economical sanitary sewage disposal.

OBJECTIVE 2-A.1:
Continue to coordinate with the City of Hollywood to ensure compliance with the Large Users Agreement pertaining to the capacity made available for sewage disposal to the Town.

POLICY 2-A.1.1: Provide and monitor metering of all sewage flows to the Hollywood treatment plant.

POLICY 2-A.1.2: Provide annual information to the City of Hollywood Utilities Department about Pembroke Park's projected and actual growth.

OBJECTIVE 2-A.2:
Complete the process begun in 1995 to phase out all septic tanks in the Town. Maintain and improve the Town's sewage collection system in order to maximize the use of the Town's existing infrastructure.

POLICY 2-A.2.1: Continue to establish a priority system for replacing / correcting existing collection lines, and a sewer maintenance and replacement schedule.

POLICY 2-A.2.2: Adopt regulations to require the adoption of a "special assessment district" for connection of all septic tanks to available sanitary sewer lines.

POLICY 2-A.2.3: Continue to extend sanitary sewer service to all areas of the Town where septic tanks are in use.

SECTION II-B: SOLID WASTE

GOAL 2-B: Secure the most efficient and economical solid waste disposal for residents and commercial establishments.

OBJECTIVE 2-B.1:
Continue to evaluate current waste collection practices and recommend methods to coordinate disposal carriers, increase current capacities or reduce per capita generation and address priorities, deficiencies and needs.

POLICY 2-B.1.1: Require the committee to report to the Commission its findings and recommendations within two years.

POLICY 2-B.1.2: Continue to enforce regulations to discourage litter and illegal dumping.

POLICY 2-B.1.3: Continue to enforce regulations to prohibit solid waste incinerators within the Town.

POLICY 2-B.1.4: Continue to enforce regulations to prohibit solid waste transfer stations within the Town.

OBJECTIVE 2-B.2:

The Town shall coordinate with Broward County to comply with programs to meet the State of Florida goal of recycling 75 percent of municipal solid waste by 2030.

POLICY 2-B.2.1: The Town shall continue to implement a comprehensive recycling program to be completed as follows:

a. Continue to collect recycling from all Mobile Home Parks.

b. Continue to collect recycling from apartment complexes as requested by owners.

POLICY 2-B.2.2: The Town will participate with Broward County in the development and use of a resource reduction and recovery system for non-diverted solid waste.

POLICY 2-B.2.3: The Town will coordinate and participate with local governments in programs designed to collect and dispose of small-volume hazardous wastes.

POLICY 2-B.2.4: The Town will coordinate and participate with local governments to find alternative methods for disposing of materials no longer acceptable at landfills according to the Solid Waste Act of 1988 (Section 403.70-.7221).

SECTION III-C DRAINAGE

GOAL III-C: Protect structures and roadways from the effects of 100 years storms.

OBJECTIVE 3-C.1:

The Town shall continue to use the Master Drainage Plan developed in 2000 and updated in 2001 and 2010 as a basis for selecting drainage projects that are ongoing.

POLICY 3-C.1.1: Continually review and enforce regulations pertaining to the Town's adopted Flood Prevention and Protection Ordinance.

OBJECTIVE 3-C.2:
The Town shall continue to complete drainage improvements in flood prone areas.

POLICY 3-C.2.1: The Town shall continue to utilize the Master Drainage Plan.

POLICY 3-C.2.2: The Town shall continue to utilize the adopted drainage standard that requires all commercial properties to hold a 25-year storm event on site. This shall continue to be enforced on all new developments and redevelopments. The first inch of rainfall shall be treated.

POLICY 3-C.2.3: The Town shall continue to encourage public facility and service providers to give priority to the elimination of any infrastructure deficiencies which would impede the rehabilitation or redevelopment of blighted areas.

POLICY 3-C.2.4: The Town shall continue to utilize the Master Plan developed in 2000 and Drainage Regulations updated in 2003 and 2014 to alleviate recurring critical flooding problems.

POLICY 3-C.2.5: The Town shall continue to coordinate with the requirement of the Broward County NPDES Permit.

OBJECTIVE 3-C.3:

The Town will continue to enforce wellfield protection regulations providing for the surveillance and enforcement of the existing and proposed wellfields within and adjacent to the municipal boundaries.

POLICY 3-C.3.1: Areas determined to be located within wellfield cones of influence will not be allowed to be constructed for new industrial of toxic storage purposes. All existing non-residential developments located in wellfield zone 3 shall be required to coordinate with Broward County the requirement of installing monitoring wells.

SECTION IV-D: GENERAL REQUIREMENTS

GOAL IV-D: Existing deficiencies will be corrected by undertaking the projects identified in thePembroke Park 5 year Capital Improvement Plan.

OBJECTIVE 4-D.1:
During the annual review process, the Commission shall rank proposed capital improvement projects as follows:

Level One – whether the project is needed to protect public health and safety, to fulfill the Town's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities and structure.

Level Two – whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides services or to developed areas lacking full service or promotes "in-fill" development.

Level Three – whether the project represents a logical extension of facilities and services within a designated service area.

OBJECTIVE 4-D.2:
Needed public facilities and improvements shall be coordinated and provided concurrent with projected growth and costs of the system shall be proportionately allocated based on the added benefits received by the Town's existing and future residents

POLICY 4-D.2.1: All improvements for replacements, expansion or increase in capacity of facilities shall be compatible with the adopted Level of Service standards for the facilities

POLICY 4-D.2.2: The following level of service standards are hereby adopted and shall be used as the basis for determining the availability of facility capacity and demand generated by a development:

FACILITY	LOS STANDARDS TO BE MAINTAINED
A. Sanitary Sewer Faciltiies	Average sewage generation rate is 258 gallons per capita per day
B. Solid Waste Facilities	Average solid waste generation rate is 8.9 pounds per residential unit
C. Drainage Facilities	1 in 100 yearstorm with attenuation (24 hour storm event) and treatment of the first 1st run off on site
D. Potable Water Facilities	Average water consumption rate is 103 gallons per capita per day

In order to ensure that level of service standards are maintained, methodologies for determining available capacity and demand shall incorporate appropriate peak demand coefficients for each facility and for the type of development proposed.

POLICY 4-D.2.3: The Town shall continue to promote the availability of consistent information on existing and planned facilities and services provided by different governmental entities.

POLICY 4-D.2.4: The Town shall continue to utilize coordinated regulatory and programmatic approaches and financial incentives to promote compact, efficient urban growth patterns and redevelopment activities.

Recreation and Open Space Element

Goals, Objectives, and Policies

SECTION V: RECREATION AND OPEN SPACE

GOAL V: Plan and build recreational facilities that fulfill the needs and leisure-time desires of the various population groups in the Town.

OBJECTIVE 5.1:

Continue to require private development to pay their fair share of needed park facilities and maintenance.

POLICY 5.1.1: Continue to fund and maintain all existing park sites and operations.

POLICY 5.1.2: Maximize the public utilization of Behan Park located along SW 21st Street in the eastern part of the Town. Continue to enhance the passive linear park adjacent to Behan Park and that portion within the Bamboo Mobile Home Park east of Park Road (Howard P. Clark, Sr. Linear Walkway).

POLICY 5.1.3: The Town shall continue to evaluate the acquisition and improvements of potential park sites utilizing available funding for natural areas or other sources for active parks.

OBJECTIVE 5.2:

The Town hereby adopts the level of service for the Town, to consist of 3 acres of recreational space per 1,000 permanent residents.

POLICY 5.2.1: Ensure the protection of natural areas through public acquisition with emphasis on ecologically intact systems.

POLICY 5.2.2: The Town shall place passive recreational furniture, equipment and displays in all public passive parks such as: benches, tables, trails, interpretive displays and wildlife observation areas.

POLICY 5.2.3: The Town shall link all public parks, community centers, schools, etc. with greenways including native landscaping. The greenway corridors, shall provide access for handicap residents, bikes, pedestrians, and other non-motorized vehicles.

POLICY 5.2.4: All publicly owned parks less than 20 acres in size shall be defined as neighborhood parks. The public shall be able to walk and bike in neighborhood parks without encountering heavy vehicular traffic.

POLICY 5.2.5: The Town shall continue to promote active and passive recreational programs, as well as social programs for its residents, guests and workforce. This may include health fairs, holiday festivals and tourist related activities and programs.

POLICY 5.2.6: The Town shall continue to require new residential developments to mitigate the impacts of new residents by dedicating land, construction facilities, paying impact fees, or combinations thereof.

POLICY 5.2.7: The Town may elect to adopt regulations to govern activities within its parks (alcohol use / tobacco use / drug use / animals / hours of operation / etc.) and may require fees to utilize its facilities.

OBJECTIVE 5.3:
The Town's natural areas, environmental preserves and recreational facilities shall continue to be accessible by all motorized and non-motorized means.

POLICY 5.3.1: All parks, public recreation areas, natural areas, environmental preserves and other recreational facilities shall continue to be accessible to pedestrians and automobiles and provide access to handicapped residents.

Intergovernmental Coordination Element

Goals, Objectives, and Policies

SECTION VI: INTERGOVERNMENTAL COORDINATION

GOAL VI: Continue to coordinate to the maximum extent possible all regional issues with applicable governmental agencies and adjacent municipalities in order to achieve a compatible built and natural environment.

OBJECTIVE 6.1:

Coordinate the Town's adopted Comprehensive Plan with the plans of adjacent cities (West Park, Miramar, Hollywood, Hallandale Beach), Broward County, Miami-Dade County, the State Comprehensive Plan, the Broward County School Board (BCSB), State of Florida Department of Transportation (FDOT), South Florida Regional Planning Council (SFRPC), South Florida Water Management District (SFWMD) and the Broward County Department of Environmental Protection and Growth Management (DEPGM).

POLICY 6.1.1: The Town shall request the opportunity to review Comprehensive Plans and proposed amendments thereto of West Park, Miramar, Hollywood, Hallandale Beach, Broward County, Miami-Dade County and the Regional POLICY Plan prepared by the SFRPC to identify potential impacts to or conflicts with the Town's Comprehensive Plan.

POLICY 6.1.2: Upon identification of potential impacts to or conflicts with the Town's Comprehensive Plan arising from review of Comprehensive Plans or amendments pursuant to Policy 6.1.1 the Town shall consider adoption of amendments to the Town's Comprehensive Plan to address identified conflicts or impacts.

POLICY 6.1.3: The Town shall annually review the current short range and long range plans of the Broward County School Board, South Florida Water Management District, State of Florida Department of Transportation, and the Broward County Metropolitan Planning Organization to identify impacts to or conflicts with the Town's Comprehensive Plan.

POLICY 6.1.4: The Town shall utilize the SFRPC's informal mediation process to resolve conflicts with other local governments when agreed to by all affected parties.

POLICY 6.1.5: The Town shall identify the programs and activities of adjacent municipalities, Broward and Miami-Dade Counties, the SFRPC, FDOT, DEPGM and the SFWMD which are determined to impact the Town during the review of the plans contained within Policies 6.1.1 and 6.1.3. Upon identification of programs impacting the Town, the Town shall consider amendments to the Town's Comprehensive Plan addressing coordination with identified programs as appropriate. Said coordination may include but is not limited to interlocal agreements, joint work groups and coordinated activities.

OBJECTIVE 6.2:

Continue to monitor State Department of Transportation, South Florida Water Management District, County MPO and Regional Plans, studies and/or changes to the level of service standards that may affect the Town's future actions and policies pertaining to the maintenance of the adopted Level of Service Standards within the Town's boundaries.

POLICY 6.2.1: The Town Commission shall continue to review all correspondence pertaining to the Town Comprehensive Plan's effect on the comprehensive plans of adjacent municipalities.

POLICY 6.2.2: The Town shall continue to be active in the Broward County League of Cities in order to address regional issues and issues the Town or effecting other local government units and agencies providing service to the Town of Pembroke Park.

POLICY 6.2.3: The Town shall utilize the dispute resolution process of the South Florida Regional Planning Council when potential conflicts arise with adjacent municipalities.

POLICY 6.2.4: In accordance with State law and Broward County Charter, the Town herby elects to accept by reference the adopted Level of Service (LOS) of the applicable agencies having operational maintenance responsibility for public facilities located within the Town boundaries.

POLICY 6.2.5: The Town shall continue to coordinate with the Broward County Legislative Delegation relating to annexation issues which may affect southeastern Broward County including the Town of Pembroke Park.

POLICY 6.2.6: The Town shall coordinate and provide information to the providers of services and adjacent communities. Said coordination shall include, but is not limited to, review of population projections and estimates prepared by Broward County and included in the Broward County 10-Year Water Supply Facilities Work Plan to ensure consistency with Town estimates and projections.

POLICY 6.2.7: The Town shall coordinate with Broward County in the review of proposed amendments to Level of Service (LOS) standards for potable water which impact the Town to ensure that adequate capacity remains available to serve the existing and future needs of the Town.

POLICY 6.2.8: The Town shall participate in on-going collaborative efforts with the City of Hollywood and Broward County Water and Wastewater Services and other governments and agencies regarding water supply needs, long-term alternative water supply projects, sharing of information, establishing level of service standards and serving newly annexed areas, where applicable.

POLICY 6.2.9: The Town shall consider the impacts of proposed amendments to the Town's Comprehensive Plan upon existing development of adjacent municipalities, unincorporated areas, Miami-Dade County, the SFRPC's regional POLICY Plan and the State of Florida Comprehensive Plan prior to adoption of proposed amendments, in order to insure that all future development is compatible with neighboring municipalities.

POLICY 6.2.10: The Town shall continue to attend the monthly meetings of the League of Cities Technical Advisory Committee (TAC) or its equivalent to coordinate planning activities with adjacent municipalities, the Broward County School Board and other governmental units and agencies providing services but not having regulatory authority over the use of land in the Town, the County, the Region and/or State.

POLICY 6.2.11: The Town will consider amendment of its Comprehensive Plan to address issues affecting adjacent local governments the County, the Region and/or the State identified through coordination with the Technical Advisory Committee as per Policy 6.2.10.

POLICY 6.2.12: Where the Town's land development regulations require mailing of public notices for various land development applications, a copy of the notice will be mailed to neighboring jurisdictions for comments pertaining to the proposed action in relationship to their plans when those jurisdictions fall within the required notice area.

POLICY 6.2.13: The Town will review Special District Facility Reports prepared by the South Florida Water Management District (SFWMD) and the Broward County Solid Waste Disposal District (BCSWDD) pursuant to Chapter 189.415 F.S. and identify potential conflicts with the Town's adopted Comprehensive Plan.

POLICY 6.2.14: The Town will coordinate with the governing boards of the SFWMD and the BCSWDD in order to resolve issues identified in Policy 6.1.2.

POLICY 6.2.15: The Town will consider amending its Comprehensive Plan based upon the review of the plans and discussions identified in Policies 6.1.1 and 6.1.2.

OBJECTIVE 6.3:

The Town of Pembroke Park shall pursue the identification and implementation of joint planning areas for the purposes joint infrastructure service areas.

POLICY 6.3.1: The Town will coordinate with existing and future service providers that have no regulatory authority over the use of land within the Town including, but not limited to, the City of Hollywood, Broward County and the Broward County School Board to develop recommendations that address ways to improve existing and future coordination of the Town's concurrency management methodologies, systems and levels of service.

POLICY 6.3.2: The Town shall pursue and support the establishment of joint planning areas with adjacent municipalities, Broward County and agencies or other governmental units providing services including but not limited to the maintenance of sanitary sewer, potable water, roadway, drainage, public schools, solid waste and parks and recreations facilities in order to enhance, improve or increase the efficiency with which these facilities are currently provided.

POLICY 6.3.3: "Joint Planning Areas" described in Policy 6.3.2 shall be established through formal agreements among the necessary governmental bodies and shall include and not be limited to as many of the following planning considerations as possible:

A. Cooperative planning and review of land development activities within the areas covered by an agreement.

B. Specification of service delivery

C. Funding and cost-sharing issues with joint planning areas.

- Enforcement/Implementation

POLICY 6.3.4: The Town shall pursue coordination of activities with FDOT to address capacity and stormwater management issues and needs along state roadway, including I-95, Hallandale Beach Boulevard and Pembroke Road.

POLICY 6.3.5: The Town shall continue to coordinate with DNRP as necessary to comply with the requirements of the Broward County Joint Municipal National Pollutant Discharge Elimination System (NPDES) Permit.

POLICY 6.3.6: The Town shall continue to hold discussions with Broward County or other service providers relating to the provision of fire protection services within the Town and shall consider amendment of the Comprehensive Plan (if necessary) to reflect and future change to the existing method of fire protections.

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TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

CAPITAL IMPROVEMENT PLAN

Fiscal Years 2025 - 2030

Town of Pembroke Park
Capital Improvement Plan (2025 - 2030)

	PROJECT NAME	PROJECT CATEGORY	BUDGET					FIVE-YEAR TOTAL	Grant Funded	Town Funded	Funding Needed	Total Project Cost
			FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30					
1	Town Hall Generator	Facilities Improvements	$1,800,000	$ -	$ -	$ -	$ -	$1,800,000	$400,000	$1,400,000	$ -	$1,813,653
2	Replacement of Town Hall AC/HV and System Upgrades	Facilities Improvements	$1,500,000	$ -	$ -	$ -	$ -	$1,500,000	$ -	$1,500,000	$ -	$1,517,896
3	Surtax Road Improvements Projects PPRK-010	Road & Street Improvements	$ -	$274,156	$ -	$ -	$ -	$274,156	$264,000	$10,156	$ -	$274,156
4	S.W. 30th Avenue Wastewater Project- Septic to Sewer	Sewer Improvements	$ -	$ -	$9,734,400	$ -	$ -	$9,734,400	$ -	$ -	$9,734,400	$9,734,400
5	Lift Station 14 Improvements	Sewer Improvements	$3,824,538	$ -	$ -	$ -	$ -	$3,824,538	$ -	$ -	$3,824,538	$3,824,538
6	Lift Station 17 Improvements	Sewer Improvements	$3,536,000	$ -	$ -	$ -	$ -	$3,536,000	$ -	$ -	$3,536,000	$3,536,000
7	Lift Station 19 Improvements	Sewer Improvements	$ -	$ -	$ -	$2,690,675	$ -	$2,690,675	$ -	$ -	$2,690,675	$2,690,675
8	Inflow and Infiltration Location and Repair	Sewer Improvements	$585,036	$ -	$ -	$ -	$ -	$585,036	$ -	$ -	$585,036	$585,036
9	Pipe Bursting	Sewer Improvements	$2,817,390	$ -	$ -	$ -	$ -	$2,817,390	$ -	$ -	$2,817,390	$2,817,390
10	SW 31st Avenue South	Stormwater Improvements	$ -	$ -	$744,000	$ -	$ -	$744,000	$ -	$ -	$744,000	$744,000
11	SW 25th St. Park Rd N. & S. Stormwater Improvements Project II	Stormwater Improvements	$1,527,000	$1,026,000	$513,000	$ -	$ -	$3,066,000	$513,000	$2,553,000	$1,760,213	$4,826,213
12	SW 36th Court	Stormwater Improvements	$444,000	$ -	$ -	$ -	$ -	$444,000	$ -	$ -	$444,000	$444,000
13	SW 55th Avenue	Stormwater Improvements	$ -	$ -	$1,036,000	$ -	$ -	$1,036,000	$ -	$ -	$1,036,000	$1,036,000
14	County Line Rd. Stormwater Connection	Stormwater Improvements	$ -	$ -	$862,500	$ -	$ -	$862,500	$ -	$ -	$862,500	$862,500
15	John P. Lyons Lane Stormwater Improvements	Stormwater Improvements	$2,200,000	$ -	$ -	$ -	$ -	$2,200,000	$ -	$2,200,000	$ -	$2,200,000
16	Preserve Lighting Project	Parks Improvements	$138,000	$ -	$ -	$ -	$ -	$138,000	$ -	$138,000	$ -	$138,000
17	Partheon at Preserve Park Amphitheater	Parks Improvements	$345,000	$ -	$ -	$ -	$ -	$345,000	$200,000	$145,000	$ -	$345,000
18	Splash Pad at Preserve Park	Parks Improvements	$517,500	$ -	$ -	$ -	$ -	$517,500	$200,000	$317,500	$ -	$517,500
			$19,234,464	**$1,300,156**	**$12,889,900**	**$2,690,675**	**$0**	**$36,115,195**	**$1,577,000**	**$8,263,656**	**$28,034,752**	**$37,906,957**

Town of Pembroke Park
Capital Improvement Plan (2025 - 2030) By Category

PROJECT CATEGORY	BUDGET FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FIVE-YEAR TOTAL	Grant Funded	Town Funded	Funded Needed
Facilities Improvements	$ 3,300,000	$ -	$ -	$ -	$ -	$ 3,300,000	$ 400,000	$ 2,900,000	$ 0
Road & Street Improvements	$ -	$ 274,156	$ -	$ -	$ -	$ 274,156	$ 264,000	$ 10,156	$ 0
Sewer Improvements	$ 10,762,964	$ -	$ 9,734,400	$ 2,690,675	$ -	$ 23,188,039	$ 0	$ 0	$ 23,188,039
Stormwater Improvements	$ 4,171,000	$ 1,026,000	$ 3,155,500	$ -	$ -	$ 8,352,500	$ 513,000	$ 4,753,000	$ 4,846,713
Parks Improvements	$ 1,000,500	$ 0	$ 0	$ -	$ -	$ 1,000,500	$ 400,000	$ 600,500	$ 0
	$ 19,234,464	**$ 1,300,156**	**$ 12,889,900**	**$ 2,690,675**	**$ 0**	**$ 36,115,195**	**$ 1,577,000**	**$ 8,263,656**	**$ 28,034,752**

Town of Pembroke Park
Capital Improvement Plan (2025 - 2030) By Fund

PROJECT Fund	BUDGET FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FIVE-YEAR TOTAL	Grant Funded	Town Funded	Funded Needed
General Fund	$4,300,500	$274,156	$ -	$ -	$ -	$4,574,656	$1,064,000	$3,510,656	$ -
Building Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sewer Fund	$10,762,964	$ -	$9,734,400	$2,690,675	$ -	$23,188,039	$ -	$ -	$23,188,039
Stormwater Fund	$4,171,000	$1,026,000	$3,155,500	$ -	$ -	$8,352,500	$513,000	$4,753,000	$4,846,713
	$19,234,464	**$1,300,156**	**$12,889,900**	**$2,690,675**	**$0**	**$36,115,195**	**$1,577,000**	**$8,263,656**	**$28,034,752**

CIP Request Form FY25 - FY30

Project Name:	Town Hall Generator				
Department:		Address:		Totals	$1,813,653
Account Number:		State		Request Type:	New Request
Project Category	Community Facilities				

Description:

General improvements to Town Hall will include a new, larger capacity, generator unit retrofit and installed in accordance with current Building Code requirements

Justification:

This generator unit is necessary to power the building in the event of a emergency or power outage.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	Generator		1,813,653					1,813,653
								-
								-
								-
								-
								-
Total		-	**1,813,653**	-	-	-	-	**1,813,653**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
HMGP		22%	-	400,000	-	-	-	-	400,000
Gen Fund		78%		1,413,653					1,413,653
		0%							-
		0%							-
Total		100%	-	**1,813,653**	-	-	-	-	**1,813,653**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	Replacement of Town Hall AC/HV and System Upgrades				
Department:	Public Services	Address:		Totals	$1,517,896
Account Number:		State		Request Type:	New Request
Project Category	Community Facilities				

Description:

General Improvements to Town Hall will include upgrades to the existing building security and camera system

Justification:

The existing own Hall AC/HV system is approaching disrepair with the scarcity of replacement parts due to the system's age. Repeated outage has become costly and uncomfortable to staff and the public who visit Town business.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	HVAC Replacement		1,517,896					1,517,896
								-
								-
								-
								-
								-
Total		-	**1,517,896**	-	-	-	-	**1,517,896**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Gen Fund		100%	-	1,517,896	-	-	-	-	1,517,896
		0%							-
		0%							-
		0%							-
Total		100%	-	**1,517,896**	-	-	-	-	**1,517,896**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	Surtax Road Improvements Projects PPRK-010				
Department:	Roads & Streets	Address:		Totals	$274,156
Account Number:		State		Request Type:	New Request
Project Category	Roads & Streets Improvements				

Description:

This project constructs sidewalks along the targeted corridors

Justification:

Combined projects will consist of construction of water piping between S. W 52nd avenue and S.W. 56th avenue. 1.5 miles of complete street improvement including bike lanes, improved sidewalks with complete connectivity, adjustment to drainage, roadway resurfacing, streetlights, pavement marking and landscaping. Complete missing sections of sidewalk and bike paths S.W. 40th Ave Park Rd. and County Line Road.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	SW 52nd Ave			**91,385**				91,385
	County Line Road			**91,385**				91,385
	SW 40th Avenue			**91,386**				91,386
								-
								-
								-
Total		-	-	**274,156**	-	-	-	**274,156**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
MPO Surtax		96%	-	-	264,000	-	-	-	264,000
General Fund		4%			10,156				10,156
		0%							-
		0%							-
Total		0%	-		**274,156**	-	-	-	**274,156**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	S.W. 30th Avenue Wastewater Project- Septic to Sewer				
Department:	Sewer	Address:		Totals	$9,734,400
Account Number:		State		Request Type:	New Request
Project Category	Sewer and Wastewater				

Description:

This project includes the construction of a gravity sewer collection system and pumping station for the section of S.W. 30th Avenue north of Hallandale Beach Boulevard.

Justification:

The proposed gravity sewer and lift station design will be in conformance with new Broward County/DEP construction standards.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	Gravity Sewer Collection Construction		9,734,400					9,734,400
								-
								-
								-
								-
Total		**-**	**9,734,400**	**-**	**-**	**-**	**-**	**9,734,400**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Sewer Trust Fund		100%	-	9,734,400	-	-	-	-	9,734,400
		0%							-
		0%							-
		0%							-
Total		100%	**-**	**9,734,400**	**-**	**-**	**-**	**-**	**9,734,400**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	Waste Lift Station 14 Improvements				
Department:	Sewer	Address:		Totals	$3,824,538
Account Number:		State		Request Type:	New Request
Project Category	Sewer and Wastewater				

Description:

The design and construction plan for the replacement of this existing sanitary sewer pumping station and will be in conformance with new construction standards.

Justification:

Lift Station 14 serves Peninsula Assisted Living Facility, Dale Village Mobile Home Community, & Town Hall areas. Improvements are needed to assure good quality of life for Pembroke Parks residents.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	Lift Station 14 Improvements		3,824,538					3,824,538
								-
								-
								-
								-
								-
Total			**3,824,538**					**3,824,538**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Sewer Trust Fund		100%		3,824,538					3,814,538
		0%							-
		0%							-
		0%							-
Total		100%		3,824,538				-	**3,824,538**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	Waste Lift Station 17 Improvements				
Department:	Sewer	Address:		Totals	$3,536,000
Account Number:		State		Request Type:	New Request
Project Category	Sewer and Wastewater				

Description:

Contractual design, engineering and construction services to replace Lift Station No. 17, which serves the local Watkins elementary school and nearby homes.

Justification:

This critical infrastructure has exceeded its life span and is no longer viable or reliable and must be replaced. Proper operation of critical infrastructure prevents pollutants from entering surface waters, which also protects public health, life and safety of visitors, citizenry, and the business community.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	Lift Station 17 Improvements		3,536,000					3,536,000
	Maintenance							-
								-
								-
								-
								-
Total		-	**3,536,000**	-	-	-	-	**3,536,000**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Sewer Trust Fund		100%	-	3,536,000	-	-	-	-	3,536,000
		0%							-
		0%							-
		0%							-
Total		100%	-	**3,536,000**	-	-	-	-	**3,536,000**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25- FY30

Project Name:	Waste Lift Station 19 Improvements		
Department:	Sewer	Address:	Totals: $2,690,675
Account Number:		State	Request Type: New Request
Project Category	Sewer and Wastewater		

Description:

The design and construction is for the replacement of this existing sanitary sewer pumping stations, serves Coca Cola on Pembroke Road and will be in conformance with new construction standards.

Justification:

This critical infrastructure has exceeded its life span and is no longer viable or reliable and must be replaced. Proper operation of critical infrastructure prevents pollutants from entering surface waters, which also protects public health, life and safety of visitors, citizenry, and the business community.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	Lift Station 17 Improvements					2,690,675		2,690,675
								-
								-
								-
								-
								-
Total		-	-	-	-	**2,690,675**		**2,690,675**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Sewer Trust Fund		100%	-		-	-	2,690,675	-	2,690,675
		0%							-
		0%							-
		0%							-
Total		100%	-	-	-	-	**2,690,675**	-	**2,690,675**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	Inflow and Infiltration Location and Repair				
Department:	Sewer	Address:		Totals	$585,036
Account Number:		State		Request Type:	New Request
Project Category	Sewer and Wastewater				

Description:

This project will scope and repair all of the identified Lift Stations: Number 3,7, 22 and including analysis and repair.

Justification:

The net gain will reduce the overall cost for wastewater treatment from 3 party contractor because this system will reduce the amount of water requiring treatment.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	Lift Station 14 Improvements		585,036					585,036
								-
								-
								-
								-
								-
Total		-	**585,036**	-	-	-	-	**585,036**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Sewer Trust Fund		100%	-	585,036	-	-	-	-	585,036
		0%							-
		0%							-
		0%							-
Total		100%	-	**585,036**	-	-	-	-	**585,036**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	Pipe Bursting		
Department:	Public Works	Totals	$2,817,390
Account Number:	State FL	Request Type:	New Request

Description:

Town is required to perform a pipe-bursting project along SW 52nd Avenue to increase sanitary sewer capacity and ensure adequate serviceability for current and future development in the surrounding area. As new development places additional demand on the wastewater collection system, the existing pipe size and condition are no longer sufficient to meet required service levels or regulatory standards. By utilizing pipe bursting to upsize the line, the Town can enhance conveyance capacity, reduce the risk of surcharging or backups, and support the planned growth corridor without significant roadway excavation or long-term disruption to the community. This improvement is a necessary component of the Town's infrastructure readiness strategy and is essential for ensuring reliable, compliant sewer service to the development area.

Justification:

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	Pipe Bursting		2,817,390					2,817,390
								-
								-
								-
								-
								-
Total		-	**2,817,390**	-		-		**2,817,390**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
W&S		100%	-	2,817,390	-		-	-	**2,817,390**
		0%							-
		0%							-
		0%							-
Total		100%	-	**2,817,390**	-		-	-	**2,817,390**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	SW 31st Avenue South				
Department:	Public Works	Address:	SW 31st Ave/ North of Carolir	Totals	$744,000
Account Number:		State	FL	Request Type:	New Request

Description:

The recommendation is the addition of an exfiltration trench as well as the addition of catch basins throughout the project area. The overall flow of water is to be facilitated through the proposed main trunk line exfiltration trench system that is fully connected with pipes. These pipes will be connected to the proposed catch basin inlets as well as core drilled into the existing inlets. The lack of existing connectivity and underground storage currently results in ponding or flooding. The proposed improvements will connect the stormwater system to the system that is along Carolina Street and was designed to complement the permitted plans for John P. Lyons.

Justification:

This sub-basin consists of approximately 1.02 acres of existing industrial development adjacent to manufactured home developments with approximately 720 LF of roadway. The current stormwater system consists of sparsely scattered drainage inlets. Some of the inlets along this portion of road fall behind curbing which inhibits the flows to the structures causing further flooding.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	SW 31st Avenue South				744,000			744,000
								-
								-
								-
								-
								-
Total		-	-	-	**744,000**	-	-	**744,000**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Storm Wtr		100%	-		-	744,000	-	-	744,000
		0%							-
		0%							-
		0%							-
Total		100%	-	-	-	**744,000**	-	-	**744,000**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	SW 25th Street, Park RD N. & S. Stormwater Improvements Project II				
Department:		Address:		Totals	$4,826,213
Account Number:		State		Request Type:	New Request
Project Category	Stormwater				

Description:

Stormwater improvements include drainage structures, stormwater piping, an exfiltration water quality system, and a larger outfall located on Behan Lake.

Justification:

These improvements are a rehabilitation and upsizing of an existing drainage system.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	Phase II - Improvements		1,527,000	1,026,000	513,000			**3,066,000**
								-
								-
								-
								-
Total		-	**3,066,000**	**1,026,000**	**513,000**	**-**	**-**	**3,066,000**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Stormwater Trust		32%	-	1,527,000	-	-	-	-	1,527,,000
Stormwater Trust		21%			1,026,000				1,026,000
CSLIP		11%				513,000			513,000
Unfunded		36%							1,760,213
Total		100%	**-**	**1,527,000**	**1,026,000**	**513,000**	**-**	**-**	**4,826,213**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	SW 36th Court				
Department:	Public Works	Address:	SW 36 Ct /W of SW 48th Ave	Totals	$444,000
Account Number:		State	FL	Request Type:	New Request

Description:

The recommendation is most of the existing swales be regraded and that new swales be constructed in flatter areas more susceptible to flooding. The cumulative length of the proposed swales is approximately 600 LF. The swales are to be designed with a minimum width of 4 feet and a minimum depth of 0.5 feet. KHA recommends the addition of exfiltration trench as well as the addition of catch basins throughout the project area. The overall flow of water is to be facilitated through the proposed main trunk line exfiltration trench system that is fully connected with pipes. These pipes will be connected to the proposed catch basin inlets and connected to the existing system along SW 48th Avenue. The lack of existing stormwater infrastructure and connectivity results in flooding and ponding.

Justification:

This sub-basin consists of approximately 1.69 acres of an existing detached single-family development with approximately 500 LF of roadway. There is currently an absence of any stormwater infrastructure along this portion of road.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	SW 36th Court		444,000					444,000
								-
								-
								-
								-
								-
Total			**444,000**	-	-	-		**444,000**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Storm Water		100%	-	444,000	-	-	-		444,000
		0%							-
		0%							-
		0%							-
Total		100%	-	**444,000**	-	-	-		**444,000**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	SW 55th Avenue				
Department:	Public Works	Address:	SW 55th Ave/N of Mc Tyre Pa	Totals	$1,036,000
Account Number:		State	FL	Request Type:	New Request

Description:

The recommendation is the addition of an exfiltration trench as well as the addition of catch basins throughout the project area. The overall flow of water to the existing outfall to the east of the development is to be facilitated through the proposed main trunk line exfiltration trench system that is fully connected with pipes. These pipes will be connected to the proposed catch basin inlets as well as core drilled into the existing inlets. The lack of existing connectivity and underground storage currently disrupts uninterrupted flow to the outfall resulting in ponding or flooding. The proposed improvements will connect and compliment the stormwater system at Infinity Azure home development, eventually reaching an outfall into the lake on site.

Justification:

Based on the hydrologic and hydraulic calculations for this project area, the existing drainage infrastructure does not discharge quickly enough to meet the desired performance criteria. Improvements to drainage infrastructure will be needed to address these inadequacies.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	SW 55th Avenue				1,036,000			1,036,000
								-
								-
								-
								-
								-
Total		**-**	**-**	**-**	**1,036,000**	**-**	**-**	**1,036,000**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Storm Water		100%	-		-	1,036,000	-	-	1,036,000
		0%							-
		0%							-
		0%							-
Total		100%	**-**	**-**	**-**	**1,036,000**	**-**	**-**	**1,036,000**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	County Line Rd. Stormwater Connection				
Department:	Stormwater	Address:		Totals	$862,500
Account Number:		State		Request Type:	New Request
Project Category	Stormwater				

Description:

Stormwater improvements include the construction of stormwater piping between S.W. 52nd Avenue and S.W. 56th Avenue

Justification:

Stormwater piping construction will convey stormwater west to discharge into the Broward County Neighborhood Improvement Stormwater Conveyance System located on S.W. 56th Avenue.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	Construction				862,500			862,500
								-
								-
								-
								-
								-
Total		**-**	**-**	**-**	**862,500**	**-**	**-**	**862,500**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Stormwater Trust		100%	-	-	-	862,500	-	-	862,500
		0%							-
		0%							-
		0%							-
Total		100%	**-**	**-**	**-**	**862,500**	**-**	**-**	**862,500**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	John P. Lyons Lane Stormwater Improvements				
Department:	Public Works	Address:	3150 SW 52nd Ave	Totals	$2,200,000
Account Number:		State	FL	Request Type:	New Request
Project Category	Stormwater				

Description:

Stormwater improvements include drainage structures, an exfiltration water quality system, and regrading and paving of the street.

Justification:

Stormwater improvements include drainage structures, an exfiltration water quality system, a stormwater pumping station and force main, and regrading and paving of the street.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	Construction		2,200,000					2,200,000
								-
								-
								-
								-
Total		-	**2,200,000**		-			**2,200,000**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Stormwater Trust		100%		2,200,000					**2,200,000**
		0%							
		0%							-
		0%							-
Total		100%		**2,200,000**		-	-		**2,200,000**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	Preserve Lighting Project				
Department:	Parks & Recreation	Address:		Totals	$138,000
Account Number:		State		Request Type:	New Request
Project Category	Parks & Recreation				

Description:

This item is for engineering design services for the construction of lighting improvement and upgrades at the Preserve.

Justification:

New LED lighting fixtures needed throughout the Preserve, which will provide an additional measure of illumination and safety for residents.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	Engineering		86,250					86,250
	Design Services		51,750					51,750
								-
								-
								-
								-
Total		-	**138,000**	-	-	-	-	**138,000**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
Gen Fund		100%	-	138,000	-	-	-	-	138,000
		0%							
		0%							
		0%							-
Total		100%	-	**138,000**	-	-	-	-	**138,000**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	Partheon at Preserve Park Amphitheater				
Department:	Parks & Recreation	Address:		Totals	$345,000
Account Number:		State		Request Type:	New Request
Project Category	Parks & Recreation				

Description:

Justification:

The addition of a semicircular, open-air, covered structure with stage, extends the Preserve's "recreation only" park into a fully cultural & recreational epicenter within walking distance of all residential & commercial areas of Town. The structure's multiple usages include, concerts, theater, movie screenings and other performances and gatherings.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28/	FY 28/29	FY 29/30	Total Estimate
	Amphitheater		345,000					345,000
								-
								-
								-
								-
								-
Total		**-**	**345,000**	**-**	**-**	**-**	**-**	**345,000**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
LWCF		87%	-	200,000	-	-	-	-	200,000
Gen Fund		13%		145,000					145,000
		0%							-
		0%							-
Total		100%	**-**	**345,000**	**-**	**-**	**-**	**-**	**345,000**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY25 - FY30

Project Name:	Splash Pad at Preserve Park				
Department:	Parks & Recreation	Address:		Totals	$517,500
Account Number:		State		Request Type:	New Request
Project Category	Parks & Recreation				

Description:

A Splash Pad is an automated colorful area where water is dispersed through varied hoses and buckets with very little standing water, offering a safe environment in which children can play without the risk of drowning.

Justification:

Many design options and theming opportunities offer universal accessibility for all types of physical abilities. These options can help the Town tie into existing design elements, or create a new sense of place. Cost varies based on size, design, water accessories, etc.

Project Estimates:

Object Code	Description	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
	Splash Pad			517,500				517,500
								-
								-
								-
								-
								-
Total		-	-	**517,500**	-	-	-	**517,500**

Funding Source	Fund #	% Funding	Prior Years	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
LWCF		38%	-	-	200,000				200,000
Gen Fund		62%			317,500				317,500
		0%							-
		0%							-
Total		100%	-	-	**517,500**	-	-	-	**517,500**

Impact on Operating Budget:

Object Code	Description	Available $	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: February 20, 2026	Agenda Item No. 8.2

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

This ordinance adopts the 2026 annual update to the Capital Improvements Element (CIE) of the Town's Comprehensive Plan. The update outlines anticipated infrastructure projects, priorities, estimated costs, and funding strategies for the next five fiscal years and authorizes transmittal to the Department of Commerce.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

There are no direct compliance costs for businesses, as the ordinance does not impose new requirements, operational changes, or mandates.

b. New Charges/Fees on Businesses Impacted:
Not applicable. The ordinance does not impose any new charges, fees, or taxes on businesses.

c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted: No businesses will be directly impacted by adoption of the ordinance.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

[1] Business Impact Estimate does not apply to the following:
1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
   a. Part II of Chapter 163, F.S.;
   b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
   c. Sec. 553.73, F.S. (Fla. Building Code);
   d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

Agenda Item Report

Subject:	Consideration of Ordinance, amending Chapter 2 of the Town's Code of Ordinances to establish Town departments and repeal Ordinance No. 18-06-01 - Sponsored by Commissioner Mohammed ORDINANCE NO: 2026-006 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE III, ENTITLED "OFFICERS AND EMPLOYEES;" CREATING SECTION 2-56, TO BE ENTITLED "ESTABLISHMENT OF TOWN DEPARTMENTS;" REPEALING ORDINANCE NO. 18-06-01, ADOPTED JUNE 29, 2018; PROVIDING FOR THE CREATION OF CERTAIN DEPARTMENTS PURSUANT TO SEC. 12 OF THE TOWN CHARTER; ELIMINATING THE ADMINISTRATIVE SERVICES DIRECTOR POSITION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Jacob Horowitz, Town Attorney
Dept/Group:	Legal
Recommendation for Counsel to consider:	
Background Information:	**Purpose:** The Town Commission seeks to codify the creation of certain Town departments pursuant to Section 12 of the Town Charter and eliminate the Administrative Services Director position, which has been vacant for years. **Current Action:** Ordinance No. 2026-006 creates Section 2-56, "Establishment of Town Departments," under Article III of Chapter 2, and repeals Ordinance No. 18-06-01. **Departments Established:** • Human Resources • Information Technology • Building • Town Clerk's Office • Police • Finance • Administration • Public Works

	Reporting Structure: Department Directors will report directly to the Town Commission, except where operational independence is specified (e.g., Human Resources Director).
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Ordinance No: 2026-006

2026-006 - Business Impact Statement - Change of Town Departments

ORDINANCE NO. 2026-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE III, ENTITLED "OFFICERS AND EMPLOYEES;" CREATING SECTION 2-56, TO BE ENTITLED "ESTABLISHMENT OF TOWN DEPARTMENTS;" REPEALING ORDINANCE NO. 18-06-01, ADOPTED JUNE 29, 2018; PROVIDING FOR THE CREATION OF CERTAIN DEPARTMENTS PURSUANT TO SEC. 12 OF THE TOWN CHARTER; ELIMINATING THE ADMINISTRATIVE SERVICES DIRECTOR POSITION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec. 12 of the Town Charter authorizes the Town Commission to "designate or create such offices, departments or divisions, other than those provided [in the Charter] as may be necessary for the administration of the affairs of the City; to provide duties and powers of the officers and employees of such office, department or division; [to] provide for the appointment and fix the salary or compensation of such officers or employee;" and

WHEREAS, Sec. 15 of the Town Charter further designates certain positions as "Charter Officers" of the Town; and

WHEREAS, the Town Commission seeks to memorialize and codify those departments and positions in the Town, aside from the Charter Officers, who shall report directly to the Town Commission; and

WHEREAS, on June 29, 2018, the Town Commission adopted Ordinance No. 18-06-01, thereby creating the Administrative Services Director position, and establishing the duties and responsibilities thereof; and

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

WHEREAS, the Administrative Services Director position has been vacant for years, and the Town Commission now seeks to repeal Ordinance No. 18-06-01 and eliminate the position; and

WHEREAS, the Town Commission finds that memorializing the departments and positions in the Town that report to the Town Commission and eliminating the Administrative Services Director position is in the best interests of the citizens and residents of the Town.

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

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 2 OF TOWN CODE AMENDED. Article III, entitled "Officers and Employees," of Chapter 2 of the Town Code, entitled "Administration," is hereby amended by specifically creating Section 2-56, to be entitled "Establishment of Town Departments," as follows:

Sec. 2-56. Establishment of Town Departments

A) In addition to the departments that are established pursuant to Sec. 15 of the Town Charter, the Town Commission, accordance with Sec. 12 of the Town Charter, hereby establishes the following offices, departments or divisions, and finds that such offices, departments and divisions are necessary for the administration of the Town:

1) Human Resources Department
2) Information Technology Department
3) Building Department
4) Town Clerk's Office
5) Police Department
6) Finance Department
7) Administration
8) Public Works

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B) In addition to the Charter Officers set forth in Sec. 15(B) of the Town Charter, the directors of each department established pursuant to this section shall report directly to the Town Commission. For purposes of this section, all Charter Officers and department directors shall be collectively referred to as "Department Directors."

C) Unless otherwise provided for in this section, direction to Department Directors shall be provided by the Town Manager in accordance with the Town Manager's duties and responsibilities as set forth in Sec. 2-94(g) of the Town's Code of Ordinances or by majority of the Town Commission pursuant to action taken at a public meeting.

D) Notwithstanding any provisions contained in this Code of Ordinances to the contrary, the Human Resources Director shall retain operational independence from the Town Manager and the Town Commission. The Human Resources Director's duties and responsibilities shall be set forth a job description approved by the Town Commission. The Human Resources Director is further charged with administering the Town's Manual of Personnel Policies, unless such policies expressly delegate certain authority to the Town Manager, and other policies that may be adopted by the Town Commission from time to time.

Section 3. **ORDINANCE REPEALED AND CHAPTER 2 OF TOWN CODE AMENDED.** Ordinance No. 18-06-01, adopted on June 29, 2018 is hereby repealed in its entirety. Article III, entitled "Officers and Employees," of Chapter 2 of the Town Code, entitled "Administration," is hereby amended by deleting Division 6, entitled "Administrative Services Director," and specifically deleting Section 2-96 through Sec. 2-99 as follows:

~~DIVISION 6. - ADMINISTRATIVE SERVICES DIRECTOR~~

~~Sec. 2-96. - Office created.~~

~~The position of Administrative Services Director for the Town of Pembroke Park is hereby created.~~

~~Sec. 2-97. - Appointment.~~

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~~The Administrative Services Director shall be appointed and designated by the Town Commission by resolution, and shall serve in the office at the pleasure of the Town Commission.~~

~~Sec. 2-98. - Compensation.~~

~~The Administrative Services Director shall be paid such compensation as may be authorized by the Town Commission.~~

~~Sec. 2-99. - Duties and responsibilities.~~

~~The Administrative Services Director shall serve under the general supervision of the Town Manager and will provide support to the Town Manager by serving as a liaison on major projects; managing the oversight and effectiveness of including, but not limited to, the Administration, Clerk's Office, Code Enforcement, Finance and Budget, Human Resources, and Information Technology departments and other divisions as assigned; supervision and directing staff; and expediting resolution of certain matters.~~

~~The duties and responsibilities of the Administrative Services Director shall be as follows:~~

~~(a) To maintain regular contact with and keep the Town Commission and Town Manager apprised of situations and issues.~~

~~(b) To provide assistance to the Town Commission and Town Manager.~~

~~(c) To work with the Town Manager on matters concerning major departmental activities and community problems and recommend a course of action.~~

~~(d) To exercise general oversight of the operations of the Administrative Division of the Town.~~

~~(e)To actively participate in the development of the Town's strategic plan and strategies to achieve stated goals.~~

~~(f) To directly supervise departmental heads and staff, establishing goals, objectives and performance targets; preparing and administering reviews of individual and department performance.~~

~~(g) To coordinate and supervise the activities of department and division heads to ensure the efficient operation of the Town government as directed by the Town Commission.~~

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~~(h) Meet with department heads to discuss programs or inquiries, answer questions, address challenges and resolve issues which may arise in the course of daily business, including budget, personnel, customer service and intradepartmental issues.~~

~~(i) Promote an effective, responsive and value-based organizational culture.~~

~~(j) To attend all meetings of the Town Commission.~~

~~(k) To prepare the agenda for all meetings of the Town Commission including, but not limited to, special and workshop meetings.~~

~~(l) To perform such other duties as may be required of him or her by ordinance, resolution, or other direction of the Town Commission.~~

~~(m) To direct the activities of Town departments as assigned, and oversee the operations thereof.~~

~~(n) To work in conjunction with departmental heads to establish policies and practices.~~

~~(o) Conducting performance reviews, hiring new employees, and handling disciplinary measures.~~

~~(p) To direct and coordinate special projects and programs. To oversee the preparation of the annual budget and the administration thereof.~~

~~(q) Promote an effective, responsive and value-based organizational culture.~~

Section 4. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

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<u>Section 6</u>. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

<u>Section 7.</u> This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ___ DAY OF ___________________, 2026.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF ___________________, 2026.

ATTEST:

____
MAYOR GEOFFREY JACOBS

____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency:

____
JACOB G. HOROWITZ
Town Attorney

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BUSINESS IMPACT ESTIMATE[1]

Meeting Date: February 20, 2026	Agenda Item No. 8.3

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

This ordinance amends Chapter 2 of the Town's Code of Ordinances to establish specific Town departments and repeal Ordinance No. 18-06-01, which created the Administrative Services Director position. The ordinance formalizes the organizational structure and reporting relationships for department directors.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

There are no direct compliance costs for businesses, as the ordinance does not impose new requirements, operational changes, or mandates.

b. New Charges/Fees on Businesses Impacted:
Not applicable. The ordinance does not impose any new charges, fees, or taxes on businesses.

c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted: No businesses will be directly impacted by adoption of the ordinance.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

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[1] Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
   a. Part II of Chapter 163, F.S.;
   b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
   c. Sec. 553.73, F.S. (Fla. Building Code);
   d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

Agenda Item Report

Subject:	Approval of Minutes - Sponsored by Town Clerk Garcia-Lima November 7, 2025 - Regular Commission Meeting December 1, 2025 - Final Budget Commission Meeting December 1, 2025 - Workshop Commission Meeting December 10, 2025 - Final Budget Commission Meeting January 7, 2026 - Workshop Commission Meeting
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

12.01.2025 - Budget Commission Meeting Minutes
12.01.2025 - Workshop Commission Minutes
12.10.2025 - Final Budget Hearing Minutes
01.07.2026 - Workshop Commission Meeting Minutes
11.07.2025 - Regular Commission Meeting

MINUTES
FINAL BUDGET PUBLIC HEARING MEETING

5:01 PM - Monday, December 1, 2025
Commission Chambers

The BUDGET COMMISSION MEETING of the Town of Pembroke Park was called to order on Monday, December 1, 2025, at 5:01 PM, in the Commission Chambers, with the following members present:

PRESENT: Acting Clerk Commissioner Erik Morrissette; Vice Mayor Musfika Kashem; and Clerk Commissioner Hodgkins

EXCUSED: Mayor Geoffrey Jacobs and Commissioner Ashira Mohammed

1. CALL TO ORDER

The Budget Commission Meeting was called to order at 5:01 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

The meeting was called to order at 5:01 pm by Vice Mayor Kashem. Present at the meeting were Erik Morrissette, Acting Clerk Commissioner; Musfika Kashem, Vice Mayor; and William Hodgkins, Clerk Commissioner.

Additional staff in attendance were Cynthia Garcia-Lima, Town Clerk; Jacob Horowitz, Town Attorney and David Lynch, Town Manager.

4. DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions or withdrawals to the agenda.

5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS/GOOD & WELFARE

There were no public comments.
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6. PUBLIC HEARING

6.1 Consideration and Approval of a resolution adopting a Final Millage Rate of 8.5000 mills for Fiscal Year 2025-2026, which is 8.04% more than the rolled back rate of 7.8676 mills per $1,000 of taxable property value - Sponsored by Finance Director Davermann
RESOLUTION NO.:2025-077 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK ADOPTING A FINAL MILLAGE RATE OF 8.5000 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2025-2026; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Town Attorney read Resolution 2025-077 into the record, explaining that the resolution would adopt a final millage rate of 8.5 mills for the general operating budget purposes for fiscal year 2025-26. He noted that the current operating millage is 8.04 percent more than the rollback rate of 7.8676 mills.

During the presentation, the Town Manager identified a critical error in the advertisement of the millage rate. He explained that two numbers had been transposed in the published notice. The town was required by law to publish the correct figures before the Commission could vote on the resolution.

Commissioner Hodgkins carefully examined the figures and confirmed the error, noting that line items had been juxtaposed in the published document.

The Town Attorney advised that due to this error, the Commission could not take action on the millage rate resolution at this meeting. He recommended reaching out to the Department of Revenue to inform them of the need to readvertise the millage rate information with the correct figures.

The Town Manager indicated that a new meeting could be scheduled for the correct hearing after proper advertisement, potentially coinciding with the already scheduled voting meeting on December 10th.

No formal action was taken on this item due to the advertising error.

6.2 Consideration and Approval of a resolution adopting a Final Budget for the Fiscal year commencing October 1, 2025, and ending September 30, 2026 - Sponsored by Finance Director Davermann

RESOLUTION NO.: 2025-078 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, ATTACHED HERETO AS EXHIBIT "A;" DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE TOWN FOR THE ENSUING YEAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

7. ATTORNEY REPORTS

This agenda item was not addressed.

8. TOWN MANAGER REPORTS

This agenda item was not addressed.

9. ANNOUNCEMENTS

This agenda item was not addressed.

10. ADJOURNMENT

Due to the inability to proceed with the scheduled business, the meeting was adjourned early. The second agenda item regarding the Final Budget approval was not addressed. Meeting was adjourned at 5:12pm.

ATTEST:

____

Cynthia Garcia-Lima, Town Clerk

Commission approved on: ______________________

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission 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.

MINUTES WORKSHOP COMMISSION MEETING

6:00 PM - Monday, December 1, 2025
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Monday, December 1, 2025, at 6:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Acting Clerk Commissioner Erik Morrissette; Clerk Commissioner William Hodgkins; Mayor Geoffrey Jacobs; and Vice Mayor Musfika Kashem

EXCUSED:

Commissioner Mohammed and Clerk Commissioner Hodgkins

1 CALL TO ORDER

The Workshop Commission Meeting was called to order at 6:07 PM on Monday, December 1, 2025, by Mayor Jacobs.

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3 ROLL CALL

The meeting was called to order at 6:07 pm by Mayor Jacobs. Present at the meeting were Erik Morrissette, Acting Clerk Commissioner; Musfika Kashem, Vice Mayor; and Geoffrey Jacobs, Mayor.

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk, and David Lynch, Town Manager

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Mayor Jacobs announced that agenda items 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, and 9.8 would be moved to the January 27, 2026, Workshop Commission Meeting.

5 PRESENTATIONS

6 REPORTS OF COMMITTEES AND TOWN STAFF

6.1. Police Department Update - Sponsored by Police Chief DeCoursey

Police Chief Dan DeCoursey provided the following updates on police department activities from October 20 through November 19, 2025: Community Engagement and Training, Assisted with traffic control for the town food giveaway on November 1, Provided security at the health fair on November 8, Deputy Chief Ochoa and Captain Prichard attended a presentation by former Philadelphia Police Commissioner Chuck Ramsey at FIU North Campus on November 17, Assisted with the town's turkey pardoning and turkey giveaway on November 24, Assisted with the tree lighting ceremony on November 25.

Department Representation: The department attended funerals for two fallen officers: a Miami Beach officer killed while on motorcycle duty and a Miami-Dade police officer killed during a traffic incident
Department Updates: The police fleet has been rebranded with new vehicle markings, with charger striping packages still pending, Officer Robert Bethea was selected for assignment to the Drug Enforcement Administration Task Force following internal interviews conducted on October 29, The department is processing two applicants for the police chief position, with another interview scheduled for the following day, The department is working to backfill positions to get the DEA task force officer and community policing/crime prevention officer in place.

Statistics: 49 traffic incidents, 40 total alarm calls, 10 burglaries, 424 total general incidents, 822 police service calls, 15 arrests, 117 citations issued, 43 crash reports, 1,033 total calls for service.

Mayor Jacobs inquired about speeding in school zones. Chief DeCoursey explained they are currently issuing warnings until the camera system is fully implemented. He noted they had an issue with cameras on Hallandale Beach Boulevard that they're working to resolve.

7 NEW BUSINESS

7.1 Consideration and approval of a sign variance - Town Planner Consultant Von der Meulen

File No.: 25-SV-02

Applicant: Lucky Cigar, Inc.

Address: 2865 SW 30th Avenue

Request: The applicant is requesting two (2) variances from the sign code to increase the length and height of the east sign. This application requests a variance from Section 21-20. (c).1.A limiting the letter height and Section 21-20. (c).1. B limiting the length of the sign.

RESOLUTION NO: 2025-079

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SIGN VARIANCE APPLICATION NO. 25-SV-02 AND GRANTING TWO (2) SIGN VARIANCES FOR THE PROPERTY LOCATED AT 2865 SW 30th AVENUE, PEMBROKE PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Jocelyn Aldes presented on behalf of Mike Von der Meulen, regarding two sign variances**.**

The property is adjacent to I-95. The applicant is requesting to increase the length and letter height of signage on the east elevation to improve visibility from I-95. Ms. Aldes noted that under the new sign code rewrite, this sign would not require a variance.

Town Attorney noted that since these are quasi-judicial items as variances, they should be on the agenda as line items, not consent items. Item will be considered as line items at the regular meeting.

7.2 Consideration and approval of a sign variance - Town Planner Consultant Von der Meulen

File No.: 25-SV-05

Applicant: O'Reilly's

Address: 4700 W. Hallandale Beach Blvd

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

RESOLUTION NO: 2025-080

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SIGN VARIANCE APPLICATION NO. 25-SV-05 AND GRANTING THREE (3) SIGN VARIANCES FOR THE PROPERTY LOCATED AT 4700 WEST HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The applicant is requesting to increase the length, letter height, and area of signage on the west elevation. This is also to address visibility issues and under the sign code rewrite, this variance would not be needed.

Town Attorney noted that since these are quasi-judicial items as variances, they should be on the agenda as line items, not consent items. Item will be considered as line items at the regular meeting.

7.3 Consideration of Approval of HIDTA State and Local Task Force Agreement with the DEA - Sponsored by Police Chief DeCoursey

RESOLUTION NO: 2025-081

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE HIDTA STATE AND LOCAL TASK FORCE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA), AND THE PEMBROKE PARK POLICE DEPARTMENT ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

7.4 Consideration and Approval of the Commission Meeting date for the 2026 calendar year. Enclosed is a list of the proposed dates - Sponsored by Town Clerk Garcia-Lima

Town Clerk Garcia-Lima presented the proposed meeting dates for 2026. She noted that she only altered the November meeting date due to Veterans Day falling on Wednesday, moving that meeting to Thursday. The schedule includes summer meetings, which the

Commission typically votes on separately regarding a potential summer hiatus.
Town Attorney noted that the September budget hearing dates might need to be adjusted once school board and county budget hearing dates are confirmed.

The Commission agreed this item could be placed on the consent agenda for the next regular commission meeting.

7.5 Consideration of Approval of Meeting Minutes - Sponsored by Town Clerk Garcia-Lima

September 10, 2025 - First Public Budget Hearing Meeting
September 10, 2025 - Regular Commission Meeting
September 24, 2025 - Special Commission Meeting
September 24, 2025 - Second Public Budget Meeting
September 24, 2025 - Workshop Commission Meeting
September 29, 2025 - Regular Commission Meeting

The Commission agreed this item could be placed on the consent agenda for next regular commission meeting.

7.6 Motion to waive competitive procurement pursuant to Sec. 2-125(d)(17) of the Town's Code and finding that it is in the Town's best interests to engage CivicPlus for agenda management services - Sponsored by Town Clerk Garcia-Lima

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, WAIVING COMPETITIVE PROCUREMENT PURSUANT TO SECTION 2-125(d)(17) OF THE TOWN CODE; FINDING THAT IT IS IN THE BEST INTERESTS OF THE TOWN TO ENGAGE CIVICPLUS FOR THE PROVISION OF CIVIC CLERK AGENDA MANAGEMENT SERVICES; AUTHORIZING THE TOWN CLERK TO EXECUTE ALL NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Garcia-Lima explained that the town currently uses iCompass for agenda management but would like to switch to Civic Clerk, which she described as more user-friendly. She noted that: She has experience using Civic Clerk at a previous position; It interfaces well with other software the town is already using; It would simplify live streaming of meetings; It would cost less than their current software; The iCompass contract has expired and is currently being renewed yearly; To lock in pricing, they would need to make the change by March 30.

Mayor Jacobs mentioned that he met this company at the National League of Cities conference, and they seemed very professional and successful, with many colleagues using their services.

The Commission agreed this item could be placed on the consent agenda for next regular commission meeting.

7.7 Consideration and Approval for the Independent Contractor Agreements for Building Department Mechanical, Electrical, Plumbing, and Engineering Services

Town Attorney Horowitz explained that the Building Department had requested preparation of independent contractor agreements for various inspection services (plumbing, electrical, mechanical, etc.). These agreements formalize existing relationships with professional service providers. Each position would be compensated at $50 per hour.

The Commission agreed this item could be placed on the consent agenda for next regular commission meeting.

7.8 Certificate of Use Application Ordinance - Sponsored by Building Department Manager Louis

ORDINANCE: 2025-XXX

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 15 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS;" BY SPECIFICALLY AMENDING ARTICLE VIII, ENTITLED "CERTIFICATES OF USE;" AMENDING SEC. 15-175, ENTITLED "CERTIFICATE OF USE REQUIREMENTS;" PROVIDING FOR AN APPLICATION AND APPROVAL PROCESS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Attorney Horowitz explained that earlier in the year, the Commission had adopted an ordinance eliminating business tax receipts (BTRs). This new ordinance establishes an application process for certificates of use, primarily for tracking purposes to know which businesses are operating in the town. Unlike BTRs, there would be no fee associated with this process.

The Commission agreed this item could be placed as a line item for the next regular commission meeting.

7.9 Discussion and Possible Action to Continue Utilization of the Temporary Generator - Sponsored by Town Manager Lynch

Town Manager Lynch explained that this item would allow the town to maintain the temporary generator until the new permanent generator arrives, which may be a year to a year and a half away. He noted that the temporary generator has been performing well, and this would simply continue the current monthly payment arrangement.

Vice Mayor Kashem asked if the generator conducts automatic monthly tests, which was confirmed.

The Commission agreed this item could be placed on the consent agenda for next regular commission meeting.

7.10 Backup system for Police Department - Sponsored by IT Director Pakula

IT Director Pakula presented a proposal for a backup redundant system for the police department's records management system. This would allow police operations to continue from another location if the main building lost power or was damaged in a storm. The cost is $17,609, with a request not-to-exceed $20,000.

Vice Mayor Kashem noted that this seemed like a necessity.

The Commission agreed this item could be placed on the consent agenda for next regular commission meeting.

8 ORDINANCES – SECOND READING

8.1 Consideration and approval of an Ordinance Amending the Purchasing Thresholds - Sponsored by Procurement Administrator Woodbury & Town Attorney Horowitz

ORDINANCE NO.: 2025-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE V, ENTITLED "PROCUREMENT;" AMENDING SEC. 2-128, ENTITLED "PROCUREMENT AMOUNT THRESHOLDS;" AMENDING THE PROCUREMENT THRESHOLDS FOR THE TOWN'S ACQUISITION OF GOODS AND SERVICES; PROVIDING FOR CONSISTENCY WITH THE TOWN'S PURCHASING MANUAL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Attorney Horowitz reminded the Commission that on first reading, they heard a presentation from Donna Rockfield regarding procurement thresholds based on a county-wide survey. The ordinance increases the city manager's threshold to $25,000, with an additional change that anything over $50,000 would require a competitive process. Items below $50,000 would still require three quotes.

This item will be on for second reading at the next regular meeting.

8.2 Consideration and approval of the Revised Town Personnel Handbook - Sponsored by HR Director Frishman

ORDINANCE NO.: 2025-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA ADOPTING THE AMENDED PEMBROKE PARK PERSONNEL POLICIES AND PROCEDURES MANUAL, ATTACHED HERETO AS EXHIBIT "A," AND INCORPORATED AS IF FULLY SET FORTH HEREIN; AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PERSONNEL;" AMENDING ARTICLE I, ENTITLED "IN GENERAL" BY SPECIFICALLY AMENDING SECTION 19-1, ENTITLED "ADOPTION OF PERSONNEL POLICIES AND PROCEDURES MANUAL;" PROVIDING FOR FUTURE AMENDMENTS TO THE TOWN'S PERSONNEL MANUAL BY RESOLUTION OF THE TOWN COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING

FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

HR Director Bradley Frishman noted that the only difference between first and second reading was the addition of a paid parental leave policy, which was requested by Commissioner Mohammed. The policy provides parental leave upon hiring but requires a two-year commitment, similar to the town's tuition reimbursement policy.

This item will be on for second reading at the next regular meeting.

9 DISCUSSIONS

9.1 Discussion on Town Projects - Sponsored by Mayor Jacobs

Mayor Jacobs raised concerns about the town park project, which has been non-compliant with state requirements for 33 years. He explained that three years ago, he had met with state officials in Tallahassee to discuss a plan to address the non-compliance but noted that no progress has been made since then.

Mayor Jacobs and Vice Mayor Kashem, who has been responsible for the park project, engaged in a discussion about the lack of progress. Vice Mayor Kashem expressed that he needed input from all commissioners before moving forward, while Mayor Jacobs countered that it was Vice Mayor Kashem's responsibility as the commissioner in charge of the project to lead the effort.

The discussion revealed that various elements had been planned for the park, including: A splash pad (replacing a previously required eco-tower), An amphitheater, Restrooms, Additional pavilions, and More canopy trees in the eastern part of the park.

Mayor Jacobs proposed taking back responsibility for the park project to ensure progress before the upcoming Tallahassee meetings in January/February 2026. He committed to: meeting with state officials to present the town's plans, bringing the master plan back to the Commission in the spring, and beginning the process of getting the park developed.

Vice Mayor Kashem agreed to this change in responsibility.

The Commission also discussed upcoming events, including Broward Days in January and the National League of Cities conference in Washington, DC in March.

Discussion items 9.2 through 9.8 were moved to the January 27, 2026 workshop meeting.

~~**9.2** Discussion and/or possible action regarding the reporting structure and oversight responsibilities for certain Town positions hired by the Town Commission - Sponsored by Commissioner Mohammed~~

~~**9.3** Updates on town purchasing manual, and P-Card purchases - Sponsored by Commissioner Mohammed~~

~~**9.4** Update on Town Planner Position – Status of Hiring vs. Contracted Services - Sponsored by Commissioner Mohammed~~

~~**9.5** Creation of Town-Wide Wellness & Weight-Loss Program With Incentives and Commercial Scale "Walking under the Stars" - Sponsored by Commissioner Mohammed~~

~~**9.6** Discussion on the Creation of a Pembroke Park Community Benefit Fund Modeled After Tamarac's Program - Sponsored by Commissioner Mohammed~~

~~**9.7** Discussion and consideration of Hiring of Webmaster/Graphic Designer for the Town - Sponsored by Acting Clerk Commissioner Morrissette~~

~~**9.8** Discussion and possible action to direct the Town Attorney's Office to draft a resolution providing for the establishment of the Pembroke Park Foundation, a non-profit organization to be used for fundraising and other charitable purposes for the benefit the Town and its residents - Sponsored by Clerk Commissioner Hodgkins~~

10 ATTORNEY COMMENTS

The Town Attorney had no comments.

11 TOWN MANAGER COMMENTS

Town Manager Lynch expressed concern about the delay in approving a rate study for the town's sewer infrastructure. He explained: the item was first introduced in August 2024 by Director Odems, the Commission has repeatedly postponed making a decision, without a rate study, the town lacks information needed for funding infrastructure work, the current rates haven't been adjusted "for a very, very long time", and after the study is completed, which takes several months, the town would then need to address any rate adjustments.

He proposed adding the rate study to the December 10 special meeting agenda. The Commission agreed to place the item on the consent agenda for the December 10 meeting to engage Raftalis to conduct the study.

Town Attorney Horowitz also informed the Commission that John Wilson, who was previously approved as an independent contractor to review school zone speed camera citations, would need to be converted from a 1099 contractor to a W-2 part-time employee due to a recent Supreme Court decision.

The compensation and hourly rate would remain the same.

12 COMMISSIONER COMMENTS

12.1 Commissioner Mohammed had no comment.

Acting Clerk Commissioner Morrissette suggested that the town manager should provide better guidance to the Commission on important matters like the rate study, noting that he thought the study was already in process. He emphasized the need for better communication.

Clerk Commissioner Hodgkins had no comment.

Vice Mayor Kashem had no comment.

Mayor Jacobs expressed concern that the town paid for three commissioners to attend the National League of Cities conference, but only one commissioner attended, wasting town funds. He emphasized that when commissioners make commitments to attend events, they should follow through. Mayor Jacobs also raised concerns about A&B Recycling, reporting that he had received complaints about materials flowing into the street. Town Attorney Horowitz explained that the town had received authorization to foreclose on code liens against the property and had provided notice to the owner. The property owner had engaged new legal counsel and agreed to a performance improvement plan. The town is awaiting an update on the reinspection of the property before deciding whether to proceed with foreclosure.

Vice Mayor Kashem expressed concern about potential environmental contamination of the property.

Town Attorney Horowitz explained that if the town were to take ownership through foreclosure, the property would be cleaned up and auctioned off, with proceeds covering the town's costs.

13 ANNOUNCEMENTS

13.1 Regular Commission Meeting on Wednesday, December 10, 2025, at 7:00 PM

Workshop Commission Meeting, Wednesday, January 7, 2026, at 6:00 p.m.

Regular Commission Meeting, Wednesday, January 14, 2026, at 7:00 p.m.

Toy Giveaway on Friday, December 12, 2025, from 4:00 PM to 7:00 PM

Employee Holiday Luncheon on Friday (date not specified)

Mayor Jacobs also congratulated Town Manager Lynch on the success of the tree lighting ceremony, which he described as "historically the biggest event ever in Pembroke Park."

14 ADJOURNMENT

The meeting adjourned at 7:06pm.

ATTEST:

Cynthia Garcia-Lima, Town Clerk
Commission approved on: February 11, 2026

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission 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.

MINUTES
FINAL BUDGET COMMISSION MEETING

6:30 PM - Wednesday, December 10, 2025
Commission Chambers

The Final Budget Commission Meeting of the Town of Pembroke Park was called to order on Wednesday, December 10, 2025, at 6:30 PM, in the Commission Chambers, with the following members present:

PRESENT: Acting Clerk Commissioner Erik Morrissette; Clerk Commissioner William Hodgkins; and Vice Mayor Musfika Kashem

EXCUSED:

Commissioner Mohammed and Mayor Jacobs were absent.

1 CALL TO ORDER

Vice Mayor Kashem called to order the Final Budget Public Hearing Meeting of the Town of Pembroke Park on Wednesday, December 10, 2025, at 6:32 PM.

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3 ROLL CALL

The meeting was called to order at 6:32 pm by Vice Mayor Kashem. Present at the meeting were Erik Morrissette, Acting Clerk Commissioner; Musfika Kashem, Vice Mayor; and William Hodgkins, Clerk Commissioner.

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk, and David Lynch, Town Manager

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions or withdrawals to the agenda.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

No public comments were presented

6 PUBLIC HEARING

6.1. Consideration and Approval of a resolution adopting a Final Millage Rate of 8.5000 mills for Fiscal Year 2025-2026, which is 8.04% more than the rolled back rate of 7.8676 mills per $1,000 of taxable property value - Sponsored by Finance Director Davermann
RESOLUTION NO.:2025-077
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK ADOPTING A FINAL MILLAGE RATE OF 8.5000 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2025-2026; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney introduced Resolution No. 2025-077, explaining that this was the final republished budget hearing as requested by the Department of Revenue. The attorney noted that this resolution would adopt a final millage rate of 8.5000 mills for fiscal year 2025-2026, which is 8.04% more than the rollback rate of 7.8616 mills per $1,000 of taxable property value.

Finance Director James Davermann explained that this hearing was intended to bring the town back into compliance with ETRIM due to an error with the submission of the notice of property tax increase. He clarified that the error occurred in the Excel spreadsheet logic which caused the initial and final proposed tax increases to be flipped. Mr. Davermann emphasized that there was no change to the millage rate or rollback rate, and that completing this hearing would allow him to submit the corrected information to ETRIM and bring the town back into compliance.

Vice Mayor Kashem opened the public hearing. No public comments were made, and the public hearing was closed.

ACTION: Motion to approve Resolution No. 2025-077 was made by Clerk Commissioner Hodgkins. Acting Clerk Commissioner Morrissette seconded the motion, and it passed unanimously on a poll vote.

6.2 Consideration and Approval of a resolution adopting a Final Budget for the Fiscal year commencing October 1, 2025, and ending September 30, 2026 - Sponsored by Finance Director Davermann
RESOLUTION NO.: 2025-078
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, ATTACHED HERETO AS EXHIBIT "A;" DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE TOWN FOR THE ENSUING YEAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney presented Resolution No. 2025-078, a resolution adopting a final budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, as attached in Exhibit A, determining and fixing the amounts necessary to carry on the government of the town for the ensuing year.

Finance Director Davermann provided additional context, noting that he had fixed the Excel formula error that caused the previous issue. He clarified that the total budget number remained the same, and neither the millage nor rollback rates were changing. He also mentioned there was a slight 1.5% increase in ad valorem due to using Goal Seek in Excel, which optimized the numbers. Finance Director Davermann assured the Commission that he had fixed the errors so it would not be repeated in the future.

Vice Mayor Kashem opened the public hearing. No public comments were made, and the public hearing was closed.

ACTION: Motion to approve Resolution No. 2025-078 was made by Clerk Commissioner Hodgkins. Acting Clerk Commissioner Morrissette seconded the motion, and it passed unanimously on a poll vote.

7 ANNOUNCEMENTS

7.1 Workshop Commission meeting, Wednesday, January 7, 2026, at 6:00 p.m.
Regular Commission meeting, Wednesday, January 14, 2026, at 7:00 p.m.
Special Magistrate Hearing, Wednesday, January 21, 2026, at 9:00 a.m.

Before adjourning, the Town Attorney requested the Commission's indulgence to discuss one time-sensitive matter. He explained that an ethics complaint had been filed against a member of town staff. Under Article 10 of Chapter 2 of the town code, which is consistent with Chapter 111 of Florida Statutes, there is a provision for indemnification of town officials, including the payment of attorney fees for ethics complaints.

The Town Attorney explained that under Florida law, there is entitlement to attorney's fees for any ethics complaint, civil complaint, or criminal complaint if the respondent is found not to have committed a violation and if the allegations related to the course and scope of their official duties. However, if a violation is found, there is no entitlement, and any public funds paid would need to be reimbursed to the town.

Due to timing issues and response deadlines, the Town Attorney requested authorization to work with the individual to engage counsel. He noted that the ethics complaint itself is confidential, as is the identity of the subject, under the rules of the Ethics Commission.

Motion to authorize the Town Attorney to work with the Town Manager to engage outside counsel or have the individual engage their own outside counsel, with the understanding that they are entitled to reimbursement of reasonable attorney fees if the violations are found to be without merit, was made by Commissioner Hodgkins and seconded by Acting Clerk Commissioner Morrissette. The motion was approved unanimously by roll call vote, and it passed unanimously on a poll vote.

The Town Manager also notified the Commission that the Barnabas Community Outreach has a Feeding the Homeless program gala on Sunday, which has been operating for 40 years. The Town Manager indicated his intention to make a $1,500 disbursement to support this program and mentioned that Christine would be in touch with commissioners regarding attendance.

8 ADJOURNMENT

With no further business the meeting was adjourned at 6:51pm.

ATTEST:

____
Cynthia Garcia-Lima, Town Clerk
Commission approved on: February 11, 2026

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission 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.

MINUTES
WORKSHOP COMMISSION MEETING

6:00 PM – Wednesday January 07, 2026
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, January 07, 2026, at 6:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Commissioner Ashira Mohammed; Acting Clerk Commissioner Erik Morrissette; Clerk Commissioner William Hodgkins; Vice Major Musfika Kashem; and Commissioner Geoffrey Jacobs

Absent Major Geoffrey Jacobs when roll called.
Mayor Jacobs joined the meeting remotely at 7:19 pm.

1 CALL TO ORDER

Vice Mayor Kashem called the meeting to order at 6:00pm

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3 ROLL CALL

The meeting was called to order at 6:00 pm by Vice Mayor Kashem. Present at the meeting were Ashira Mohammed, Commissioner; Erik Morrissette, Acting Clerk Commissioner; William Hodgkins, Clerk Commissioner; Musfika Kashem, Vice Mayor.

Additional staff in attendance were Jacobs Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk and David Lynch, Town Manager

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions or withdrawals to the agenda.

5 PRESENTATIONS

There were no presentations.

6 REPORTS OF COMMITTEES AND TOWN STAFF

6.1 Fire Department Update- Sponsored by Chief Kane

Battalion Chief Michael Kane of Broward Sheriff's Office Fire Rescue presented statistics for November 2025. He reported a total of 193 calls, including 8 structure fires, 12 vehicle accidents, 15 highway vehicle accidents, 19 fire alarms, 126 medical calls, and 13 service calls. When questioned about the location of the structure fires, Chief Kane explained that these could include incidents like pots on stoves that are still classified as structure fires, not necessarily major structural fires.

6.2 Police Department Update – Sponsored by Chief DeCoursey

Chief DeCoursey provided the police department update for December. He highlighted several professional recognitions, including two officers, Sergeant Daz and Vasquez, who received the Medal of Honor of Valor from the Broward Chiefs of Police Association for an incident that occurred in March 2025.

He reported on various command engagements, including a Labor Employment Roundtable that provided valuable updates on labor relations and employment law considerations. Chief DeCoursey also announced that Lieutenant Dennis Allen had graduated from the Florida Department of Law Enforcement's Leadership Academy, a 160-hour course.

The Chief detailed community outreach activities, including participation in the sixth annual Mystic Forest Childhood Cancer Awareness Gold Ribbon Parade, attendance at Lake Forest Elementary Holiday Gift Giveaway, providing security for the town holiday toy drive, and participation in the Kayson Foundation toy giveaway.

Chief DeCoursey reported on training and interagency collaboration, mentioning two active assailant training exercises conducted with the Department of Sea Ranch Lakes Police Department.

Regarding activity statistics from November 20 to December 20, the department handled 42 traffic incidents, 50 alarm calls, 3 burglaries, 64 traffic stops, generated 436 total general incidents, and responded to 752 public service calls. The department made 4 felony arrests and 2 misdemeanor arrests, and issued 67 citations and 11 warnings, for a total of 1,482 calls for service during the period.

7 OLD BUSINESS

7.1 Consideration to Approve the Commission Meeting dates for the 2026 calendar year. Enclosed is a list of the proposed dates – Sponsored by Town Clerk Garcia-Lima

Town Clerk Garcia-Lima noted that several commissioners would be unavailable on January 28, 2026, which was the last Wednesday of January. She suggested changing this meeting date to either February 2 or February 3. After discussion, the commission agreed to move the meeting to Tuesday, February 3, 2026, at 6:00 PM.

The commission agreed to place this item on the consent agenda for the next regular meeting.

8 NEW BUSINESS

8.1 Consideration and Approval of Park Use Fee Waiver for Community Outreach Event Hosted by Rose Heart Foundation and Earthly Doula - Sponsored by Mayor Jacobs

Ms. Dieulene Jean Louis, owner and founder of Earthly Doula and the Rose Heart Foundation, presented her request to use a town park for an event. She explained that her organizations provide services to pregnant mothers and postpartum education throughout Broward County, and that her foundation organizes events and educates low-income families. She wanted to use the park to bring awareness of health and education resources to the community.

Vice Mayor Kashem mentioned that she had received an email about this request and had tried to reach out. She noted that nonprofit organizations can use Pembroke Park facilities for free, requiring only proof of insurance.

The commission agreed to place this item on the consent agenda for the next regular meeting.

8.2 Ratification of expenses incurred for leased vehicles obtained through Enterprise Fleet Management without prior Commission approval - Procurement Specialist Woodbury

Finance Director James Davermann presented on behalf of Procurement Specialist Stephanie Woodbury. He explained that the town had refreshed its entire vehicle fleet across police, public works, and building departments, replacing 16 vehicles. Each vehicle costs between $800-1,000 monthly, with a total 5-year cost of $946,770.38.

Finance Director Davermann noted that the town has a master agreement with Enterprise, and when a vehicle's useful life ends, Enterprise sells it on the town's behalf, with proceeds going toward leasing a new vehicle. He explained the benefits of leasing, including not holding depreciating assets, having repairs covered, and access to a dashboard that shows performance metrics for all vehicles.

The vehicles included 3 for police, 11 for public works, and 2 for building departments - all 2025 models with 60-month lease terms.

Commissioner Hodgkins expressed support for the leasing program, stating he had advocated for it to avoid having old vehicles needing constant repairs.

Vice Mayor Kashem expressed concern that some vehicles were approved months ago without commission approval and noted that some driver names were missing from the documentation.

Finance Director Davermann explained that some vehicles had been assigned to former deputy town managers and that they would update the list with assigned drivers as they brought in new staff members. He committed to sending the updated list to commissioners and ensuring future approvals come to the commission first.

The commission agreed to place this item on the consent agenda for the next regular meeting.

8.3 Consideration and approval of Andre McKenney to serve as Special Magistrate for Code Enforcement hearings for the Town - Building Manager Louis

Town Attorney explained that while this item was on the agenda, under the current town code adopted in 2021, there was a delegation of authority to the town attorney to hire and contract for magistrate services. He noted that this item was included on the agenda because it had been previously considered by the commission.

Jeffrey Louis, Building Manager, explained that Ms. McKenney had been serving as special magistrate for the past three years, alternating monthly with Harry Hippler. He noted that a contract for Ms. McKenney had not been properly executed unlike Mr. Hippler's contract, so this was primarily a housekeeping issue.

The Town Attorney confirmed this was an administrative matter that did not require commission action and would be handled accordingly.

8.4 Consideration of Approval of Capital Improvement Element for Submission to the Department of Commerce - Sponsored by Public Services Director Odoms and Finance Director Davermann

Finance Director Davermann presented the Capital Improvement Element (CIE) required for submission to the Department of Commerce to comply with Florida Statute Chapter 163. The CIE supports adopted levels of service standards and includes a financially feasible 5-year capital improvement plan from 2025-2030.

Finance Director Davermann explained that most projects were budgeted and funded, apart from sewer projects, for which Director Odoms recommended initiating a rate study to determine how to adjust fees and consider other financing options like loans or grants. He noted that the town had not submitted a CIE in the past 10 years, so it was important to become compliant by submitting one for 2026.

Public Works Director Jeff Odoms added that the capital improvement plan is done on an annual basis as part of the budget process, and he had been working with the finance director on the 5-year CIP. They discovered the CIE had not been done and needed to be updated to remain compliant.

Finance Director Davermann added that out of $36 million in total capital improvement projects, $28 million was funded, leaving an $8 million funding gap to address with additional procedures.

The commission agreed to place this item on the consent agenda for the next regular meeting.

8.5 Consideration and Approval to Waive Competitive Procurement and Approve Agreement with Blue Digital Corp. for Document Scanning Services - Sponsored by Town Clerk Garcia-Lima

Town Clerk Garcia-Lima explained that she had been tasked with cleaning up the records room, and while much had been accomplished, there were still 3-4 rooms full of records, primarily legacy building department records. She recommended continuing to use Blue Digital for document scanning services as they had already handled most of their boxes and were familiar with the town's processes. She noted that the vendor was local, which made it convenient to access documents when needed. She also mentioned that she and Natalie had already started putting information into the software, allowing departments to access these documents.

The commission agreed to place this item on the consent agenda for the next regular meeting.

8.6 Approval of Minutes - Sponsored by Town Clerk Garcia-Lima

The minutes from the Workshop Commission meeting of October 29, 2025, were presented for approval.

The commission agreed to place this item on the consent agenda for the next regular meeting.

9 DISCUSSION

9.1 Discussion and consideration of Hiring of Webmaster/Graphic Designer for the Town - Sponsored by Acting Clerk Commissioner Morrissette

Commissioner Morrissette initiated a discussion about improving the quality of printed materials distributed to residents and the town's website. He suggested that the town should consider either hiring an in-house webmaster/graphic designer or contracting with a professional company.

He emphasized that the current materials and website were not interactive or user-friendly and appeared outdated compared to neighboring municipalities.

Commissioner Morrissette noted that the town represents three main languages and should have trilingual materials. He acknowledged that while there are staff members who speak French and Spanish who could assist, the overall presentation needed to be more professional. He mentioned that he had provided examples from other municipalities like West Park, Hollywood, and Hallandale Beach as references.

Human Resources Director Frishman explained that the Public Information Officer position wasn't specifically designed for graphic design, though creating a branding guide would fall within its scope. He suggested that combining graphic design responsibilities with an events coordinator position might be a workable solution, either as a full-time or part-time role.

Vice Mayor Kashem suggested that many of these responsibilities should already fall under the PIO's job description given the salary for that position. Town Manager Lynch agreed to sit down with Commissioner Morrissette to determine specific needs and whether they could be met by the current PIO or would require a new position.

9.2 Discussion and possible action to direct the Town Attorney's Office to draft a resolution providing for the establishment of the Pembroke Park Foundation, a non-profit organization to be used for fundraising and other charitable purposes for the benefit of the Town and its residents - Sponsored by Clerk Commissioner Hodgkins

Commissioner Hodgkins proposed establishing a nonprofit foundation for the town to handle events involving public payments, such as flea markets or other town events. He suggested this would keep these funds separate from normal budgeting items and provide a more legal structure for handling such finances.

Town Attorney explained that many municipalities in Broward County have separate foundations for specific purposes, such as Tamarac's Parks and Rec Foundation, North Lauderdale's recreation foundation, Pembroke Pines' veterans and charter school foundations, and Cooper City's public safety foundation. He noted that these organizations are structured as Florida not-for-profit corporations that offer tax benefits for contributions.

He explained that establishing such a foundation would require articles of incorporation to be filed with Tallahassee, creation of bylaws outlining the duties and organizational structure, and designation of a board. The Town Attorney noted there would be insurance requirements and fiduciary obligations, but the foundation would operate at arm's length from the town with separate funds and budget.

The commission agreed that this was a good idea but needed more detailed discussion. The Town Attorney offered to draft framework documents for future consideration at a special workshop meeting.

9.3 Christmas Tree - Sponsored by Mayor Jacobs

This item was moved to the next commission meeting as Mayor Jacobs was not present.

9.4 Discussion and/or possible action regarding the reporting structure and oversight responsibilities for certain Town positions hired by the Town Commission - Sponsored by Commissioner Mohammed

Commissioner Mohammed raised the issue of clarifying the reporting structure for positions hired directly by the commission, specifically the HR and IT positions. She noted that there seemed to be some changes or misunderstandings about these positions.

Town Attorney provided extensive background information after researching the issue. He explained that in November 2024, the commission had identified specific positions as charter officers who report directly to the commission. When reviewing recordings from meetings in May 2024, he found that the commission had specifically discussed keeping the IT position under commission purview, though it wasn't codified in the charter.

He noted several inconsistencies in the town code, including provisions for positions as an administrative services director (which haven’t been filled since at least 2022) that oversees clerk's office, code enforcement, finance and budget, HR, and IT. The code also has language suggesting HR would report to the town manager. Additionally, the town engineer position in the code is a direct report to the commission but not in the charter.

The commission discussed various options for clarifying these reporting structures. Commissioner Hodgkins suggested that HR should be independent so neither the town manager nor commission could unduly influence it.

Vice Mayor Kashem agreed, noting the town's history with harassment complaints.

The Town Attorney suggested drafting an ordinance to clarify these positions rather than a charter amendment, though Town Manager Lynch suggested a charter amendment might be appropriate to avoid future confusion.

After discussion, the commission directed the Town Attorney to prepare an ordinance for first reading at an upcoming meeting to clarify reporting structures, particularly for HR and IT positions.

9.5 Updates on town purchasing manual, and P-Card purchases - Sponsored by Commissioner Mohammed

Commissioner Mohammed raised concerns about P-card (purchasing card) usage, particularly for purchases that could be handled through purchase orders and invoices. She cited examples like print services and banner production, where vendors accept checks and send invoices, but payments were being made with credit cards. She explained this was causing credit cards to reach their limits, requiring multiple payments per month to free up space.

She clarified that she wasn't trying to restrict emergency purchases but wanted better controls over purchases that could be paid by check.

Town Manager Lynch suggested having Finance put together a report detailing specific examples to help clarify the issue.

9.6 Update on Town Planner Position – Status of Hiring vs. Contracted Services - Sponsored by Commissioner Mohammed

Commissioner Mohammed brought up that the commission had previously voted to hire an in-house town planner rather than continuing with contracted services. She noted that for the past two years, the town had spent approximately $400,000 on consultant town planning services, which would be less expensive with an in-house position. She expressed frustration that despite commission direction, the position had not been filled, citing emails from June 2024 where she had asked for follow-up on this item.

Town Manager Lynch acknowledged that a job description had been written and interviews had taken place in late 2024. He agreed to have HR regenerate the advertisement for the position and restart the hiring process.

Clerk Commissioner Hodgkins supported having an in-house planner for efficiency and cost savings.

9.7 Creation of Town-Wide Wellness & Weight-Loss Program with Incentives and Commercial Scale "Walking under the Stars" - Sponsored by Commissioner Mohammed

Commissioner Mohammed proposed creating a town-wide wellness and weight loss program with incentives. She explained she had initially wanted to launch this during Christmas when the park lights were on to encourage evening exercise. She suggested placing a commercial scale at the park where people could weigh themselves and offering incentives like T-shirts or water bottles for participants who checked in 20 times.

The commission expressed support for the idea.

Town Manager Lynch agreed to direct the HR Director to develop the program and bring it back for commission approval.

Mayor Jacobs joined the meeting remotely at 7:19 pm.

Mayor Jacobs expressed frustration about the lack of progress on town projects, while other commissioners objected to his tone and accusations. A motion to adjourn was made by Commissioner Hodgkins, seconded by Acting Clerk Commissioner Morrissette, and approved at 7:42 PM. The meeting ended abruptly following a heated exchange between Mayor Jacobs and other commissioners during the discussion.

10. **ATTORNEY COMMENTS**

11. **TOWN MANAGER COMMENTS**

11.1 Town Manager Lynch will provide an update on the possibility of acquisition of a new building for the Police Department on Hallandale Beach Blvd.

12. **COMMISSIONER COMMENTS**

12.1 Commissioner Mohammed
Acting Clerk Commissioner
Clerk Commissioner Hodgkins
Vice Mayor Kashem
Mayor Jacobs

13. **ANNOUNCEMENTS**

13.1 Regular Commission Meeting, Wednesday, January 14, 2026, at 7:00pm
Special Magistrate Hearing, Wednesday, January 21, 2026, at 9:00pm
Workshop Commission Meeting, Wednesday, January 28, 2026, at 6:00pm (meeting date might be changed by the commission)

14 ADJOURNMENTS

With no further business the meeting adjourned at 7:42pm.

ATTEST:

____
Cynthia Garcia-Lima, Town Clerk

Commission approved on:

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

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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.

MINUTES REGULAR COMMISSION MEETING

4:00 PM - Friday, November 7, 2025
Commission Chambers

The REGULAR COMMISSION MEETING of the Town of Pembroke Park was called to order on Friday, November 7, 2025, at 4:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Commissioner Ashira Mohammed; Acting Clerk Commissioner Erik Morrissette; Clerk Commissioner William Hodgkins; Vice Mayor Musfika Kashem; Mayor Geoffrey Jacobs

EXCUSED:

1 CALL TO ORDER

Mayor Geoffrey Jacobs called the meeting to order at 4:00 P.M.

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3 ROLL CALL

The meeting was called to order at 4:00 pm by Mayor Jacobs. Present at the meeting were Erik Morrissette, Acting Clerk Commissioner; William Hodgkins, Clerk Commissioner; Musfika Kashem, Vice Mayor; Geoffrey Jacobs, Mayor.

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; and David Lynch, Town Manager

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Mayor Jacobs moved item 10.1 up to be heard before agenda item 8.

5 PRESENTATIONS / PROCLAMATIONS

5.1 Proclamation for Epilepsy Awareness Month

5.2 Proclamation of Young Marines Unit for Red Ribbon Week

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

There were no public comments.

7 CONSENT AGENDA

7.1 Motion to approve Meeting Minutes - Town Clerk Garcia-Lima
August 27, 2025 – Special Commission Meeting
August 27, 2025 – Workshop Commission Meeting

7.2 Motion to approve of an agreement with Flagler Technologies – Omnia-IT Director Pakula

7.3 Motion to approve of updating the agreement with Flagler Technologies – IT Director Pakula

7.4 Motion to approve to amend Agreement with RG Underground for SW 30th Street Forcemain Project – Public Works Director Odoms

7.5 Motion to approve amending the agreement with TK Elevator – Public Works Director Odoms

7.6 Motion to approve action on SW 36th Court Drainage Improvements – Public Works Director Odoms

7.7 Motion to approve the use of 2-Acre Parcel Adjacent to Meekin Lake for Modular Building Placement – Public Works Director Odoms

7.8 Motion to approve of Additional Design funding – South Park Road CSLIP Project (Inclusive of SW 25th Street Drainage Design) – Public Works Director Odom

7.9 Motion to approve Interagency Agreement between Fort Lauderdale and Pembroke Park – Chief Daniel DeCoursey

7.10 Motion to approve Lighting and Tornado warning system for The Preserve and Behan Park – IT Director Pakula

RESOLUTION NO.: 2025-058

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE IMPLEMENTATION OF THE TG 360 WEATHER DETECTION AND EMERGENCY ALERT SYSTEM AND NOT TO EXCEED AN AMOUNT OF $45,000.00; PROVIDING FOR ENHANCED WEATHER MONITORING, PUBLIC SAFETY, AND COMMUNITY ACCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

7.11 Motion to approve of waiver of fees in the Building Department – Town Manager Lynch

RESOLUTION NO.: 2025-062

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHNG A FEE WAIVER POLICY FOR CERTAIN BUILDING DEPARTMENT LATE FEES; DELEGATING CERTAIN AUTHORITY TO THE TOWN MANAGER; PROVIDING FOR LIMITATIONS; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

7.12 Motion to approve recurring Services for Backup internet for Police and Town – IT Director Pakula

RESOLUTION NO.: 2025-064

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, AUTHORIZING THE APPROVAL OF RECURRING SERVICES FOR BACKUP INTERNET CONNECTIVITY FOR THE POLICE DEPARTMENT AND TOWN OPERATIONS WITH FMC GLOBALSAT, INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

7.13 Motion to approve Furniture Purchase for the Third Floor Emergency Operations Center (EOC) and Waiting Area - IT Director Pakula

RESOLUTION NO.: 2025-065

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING THE PURCHASE OF FURNITURE FOR THE THIRD FLOOR EMERGENCY OPERATIONS CENTER (EOC) AND WAITING AREA; AUTHORIZING THE TOWN MANAGER TO EXECUTE NECESSARY PURCHASE AGREEMENTS; PROVIDING FOR A TOTAL COST OF $14,691.55 NOT TO EXCEED $16,000.00; LIMITING THE PURCHASE TO SPECIFIED ITEMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

7.14 Motion to approve to Hire a Traffic Infraction Enforcement Officer as an Independent Contractor -Chief DeCoursey
RESOLUTION NO.: 2025-066
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH JOHN WILSON TO SERVE AS TRAFFIC INFRACTION ENFORCEMENT OFFICER AS AN INDEPENDENT CONTRACTOR, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

7.15 South Florida Business & Wealth's 2025 Apogee Awards Gala Honoring Mayor Jacobs - Town Manager Lynch
RESOLUTION NO.: 2025-067
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING SPONSORSHIP OF THE 2025 SFBW APOGEE AWARDS IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED ($4,500) AND RECOGNIZING THE SELECTION OF MAYOR GEOFFREY JACOBS AS AN HONOREE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

7.16 Motion of Approval of Town Hall Exterior Lighting Project Using ARPA Funds - Public Works Director Odoms
RESOLUTION NO: 2025-068
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE TOWN HALL EXTERIOR LIGHTING PROJECT FUNDED THROUGH THE AMERICAN RESCUE PLAN ACT (ARPA); AUTHORIZING THE USE OF A PIGGYBACK CONTRACT WITH JLMB CONSTRUCTION GROUP CORP ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR A NOT-TO-EXCEED AMOUNT OF $28,000.00; PROVIDING FOR

IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

7.17 Motion to Approve Purchase for Additional Tower Gardens for Community Garden - Public Works Director Odoms

RESOLUTION NO.: 2025-070

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF ADDITIONAL TOWER GARDENS FOR THE COMMUNITY GARDEN PROGRAM; AUTHORIZING THE USE OF FUNDS FROM THE CAPITAL OUTLAY – MACHINERY AND EQUIPMENT COMMUNITY GARDEN ACCOUNT (001-570572-640003-00-0000); CONFIRMING SOLE SOURCE PROCUREMENT AGREEMENT ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

7.18 Motion to Approve Emergency Street Repair for Sinkhole on SW 52 Avenue - Public Works Director Odoms

RESOLUTION NO.: 2025-071

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING EMERGENCY STREET REPAIR FOR A SINKHOLE ON SW 52 AVENUE; AUTHORIZING THE USE OF A PIGGYBACK CONTRACT WITH SOUTHEASTERN ENGINEERING CONTRACTORS ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

7.19 Motion to Approval for a light pole replacement for Public Services - Public Services Director Odoms

RESOLUTION NO.: 2025-072

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING THE REPLACEMENT OF A LIGHT POLE UTILIZING A PIGGYBACK CONTRACT WITH UPRIGHT ELECTRICAL SERVICES ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

7.20 Motion to approve Declaration of Surplus Property and Approval of Intergovernmental Sale for Ford Explorer - Town Attorney Horowitz & Town Manager Lynch
RESOLUTION NO. 2025-073
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DECLARING A 2022 FORD EXPLORER AS SURPLUS PROPERTY; AUTHORIZING THE SALE OF SAID VEHICLE TO THE VILLAGE OF SEA RANCH LAKES PURSUANT TO SECTION 274.05, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

7.21 Consideration and Approval of Fiber Internet Service Renewal for the Police Department - IT Director Pakula
RESOLUTION NO.: 2025-075
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING THE RENEWAL OF FIBER INTERNET SERVICES FOR THE POLICE DEPARTMENT WITH CROWN CASTLE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE RENEWAL AGREEMENT ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Clerk Commissioner Hodgkins made a motion to approve the Consent Agenda. Acting Clerk Commissioner Morrissette seconded the motion, and it passed unanimously on a poll vote.

8 ORDINANCES

8.1 Consideration and approval of an Ordinance Amending the Purchasing Thresholds - Procurement Administrator Woodbury & Town Attorney Horrowitz
ORDINANCE NO.: 2025-008
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE V, ENTITLED "PROCUREMENT;" AMENDING SEC. 2-128, ENTITLED "PROCUREMENT AMOUNT THRESHOLDS;" AMENDING THE PROCUREMENT THRESHOLDS FOR THE TOWN'S ACQUISITION OF GOODS AND SERVICES; PROVIDING FOR CONSISTENCY WITH THE TOWN'S PURCHASING MANUAL; PROVIDING FOR CODIFICATION; PROVIDING FOR

CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Clerk Commissioner Hodgkins made a motion to approve the Ordinance 2025-008. Acting Clerk Commissioner Morrisette seconded the motion, and it passed unanimously on a poll vote.

8.2 Consideration and approval of the Revised Town Personnel Handbook - HR Director Frishman

ORDINANCE NO.: 2025-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA ADOPTING THE AMENDED PEMBROKE PARK PERSONNEL POLICIES AND PROCEDURES MANUAL, ATTACHED HERETO AS EXHIBIT "A," AND INCORPORATED AS IF FULLY SET FORTH HEREIN; AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PERSONNEL;" AMENDING ARTICLE I, ENTITLED "IN GENERAL" BY SPECIFICALLY AMENDING SECTION 19-1, ENTITLED "ADOPTION OF PERSONNEL POLICIES AND PROCEDURES MANUAL;" PROVIDING FOR FUTURE AMENDMENTS TO THE TOWN'S PERSONNEL MANUAL BY RESOLUTION OF THE TOWN COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Horowitz presented Ordinance No. 2025-009, which adopts the amended Pembroke Park Personnel Policies and Procedures Manual. He noted that when initially presented at the workshop, it was structured as a resolution but has been reframed as an ordinance to align with how it was originally codified.

Horowitz explained that future amendments to the personnel manual could be made by resolution rather than requiring ordinance readings. He also mentioned that Commissioner Mohammed had raised an issue about maternity leave at the workshop, which was not currently addressed in the manual. With the commission's permission, this change would be incorporated between first and second reading.

ACTION: Commissioner Mohammed made a motion to approve the Ordinance 2025-009. Vice Mayor Kashem seconded the motion, and it passed unanimously on a poll vote.

9 OLD BUSINESS

10 NEW BUSINESS

10.1 Consideration of Approval of Fourth Amendment to the Original Agreement with Waste Management for Solid Waste Collection Services - Town Manager Lynch

RESOLUTION NO. 2025-076

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT OF FLORIDA, INC. FOR FURNISHING SOLID WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Lynch introduced the item as Resolution 2025-076, explaining that this is the fourth amendment to the original franchise agreement with Waste Management for solid waste collection services.

Town Manager Lynch explained that the town had hired consultant Charles Jordan to analyze the contract and rates. Jordan had recommended an extension due to the reasonableness of the rates, believing the town would lose this favorable pricing if they went to bid. Public Works Director Odoms and Commissioner Hodgkins had toured waste management facilities to assess the operation.

Town Manager Lynch noted that the contract primarily serves commercial customers, with only 18-20 residential customers in town. The most significant benefit in the new agreement is that Waste Management would take over recycling services currently performed by town staff at a cost of approximately $75,000 per year. This would not only save money but would free up two public works employees for other duties.

Regarding timing, Lynch mentioned that the item was expedited to the November meeting at the former mayor's recommendation to avoid potential attendance issues in December that might jeopardize contract approval.

Waste Management representative Andres Ramon Cruz attended the meeting and addressed questions. The commissioners expressed satisfaction with the contract terms, and the new Waste Management facility that was developing.

ACTION: Commissioner Mohammed made a motion to approve Ordinance No. 2025-076. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

11 DISCUSSION

11.1 Discussion and Consideration of Additional Construction Funding – Town Emergency Generator Project - Public Works Director Odoms

Public Works Director Odoms presented information about the emergency generator project, explaining that it is ready to go to bid but requires additional funding approval. He noted a funding gap of approximately $1,200,000, with the existing grant covering $400,000 of the project cost.

Public Works Director Odoms explained that 60-70% of the cost was related to retrofitting the building rather than the generator itself, including constructing a new electrical room, running conduit and wiring, and meeting current building codes. The generator would be powerful enough to run the entire building including elevators.

Public Works Director Odoms mentioned he would like to be able to purchase the generator separate from the bid process because he would not have to go through a markup that would come from anyone bidding on the construction project that can usually take 10 percent or maybe 20 percent on top of the cost. Therefore, he would have the ability as a municipality to purchase directly from the sheriff's contract that's already been appropriately procured. He continued with this opportunity of doing it the way he described, it would be easier to order it ahead of time, delivered on time and be compliant with the time frame that state of Florida has given the Town to complete this project. He mentioned this method would save some money on taxes and other costs as well.

Finance Director Davermann confirmed that sufficient funds were available in the town's reserves to cover the project without negatively impacting the town's balance sheet. Commissioner Mohammed asked about potentially using remaining ARPA funds, and Davermann confirmed they still had approximately $1,500,000 in ARPA funds, though they had been encumbered for other projects.

Town Manager Lynch mentioned that he was still investigating whether the grant requirements would allow for a less extensive solution, possibly using the existing generator, but recommended moving forward with approval while he conducted this research in parallel.

ACTION: Commissioner Mohammed made a motion to approve additional funding. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

11.2 Discussion and possible Building Department: Surplus and Purchase Vehicles

ACTION: Commissioner Mohammed made a motion to approve surplus and purchase vehicles. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

11.3 Motion to direct the Town Attorney's Office to draft an ordinance implementing Sec. 9 of the Town Charter and providing for the rotation by commission district, every two years of the mayor, vice mayor, clerk commissioner and acting clerk commissioner - Clerk Commissioner Hodgkins & Town Attorney Horowitz

Commissioner Hodgkins presented the item, explaining that he wanted to establish an equitable system for rotation of commission positions. He proposed codifying a process where the mayoral position would rotate among the five districts in a predetermined order, making the process predictable rather than subject to commission votes.

Mayor Jacobs opposed the proposal, stating it was becoming too convoluted and that the charter amendment approved by voters should stand as written without additional complications.

Commissioner Mohammed strongly disagreed with the proposal, arguing it would inappropriately bind future commissions and remove their right to choose leadership based on qualifications and experience. She pointed out that the rotation system would mean the same district would hold the mayor position only once every ten years, regardless of the qualifications of the person holding that seat.

Commissioner Morrissette suggested that at some point the town should consider putting a change in the form of government to voters.

Town Attorney Horowitz explained that different municipalities handle mayoral selection in various ways, with some electing mayors directly, some choosing based on highest vote-getter, and others using different systems. He clarified that Pembroke Park's charter requires the commission to vote on positions every two years.

ACTION: Clerk Commissioner Hodgkins made a motion to have town attorney develop a plan for commissioner position rotation. Acting Clerk Commissioner Morrissette seconded the motion, and it failed on a poll vote 1-4, with Acting Clerk Commissioner Morrissette, Vice Mayor Kashem, Commissioner Mohammed, and Mayor Jacobs opposing.

11.4 Consideration and Approval of Agreement with Raftelis Financial Consultants, Inc - Public Services Director Odoms

RESOLUTION NO. 2025-060

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES; AUTHORIZING THE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Odoms requested to defer this item until he completes research on potential alternative options. He explained that he had agreed with Commissioner Mohammed to investigate additional pricing options but wanted to wait until after the current RFP for engineering partners was completed to avoid conflicts with the cone of silence provision.

ACTION: Commissioner Mohammed made a motion to defer the item to the next meeting. Vice Mayor Kashem seconded the motion, and it passed unanimously on a poll vote.

11.5 Consideration and Approval of Complete A/C Replacement and duct work for Town Hall - Public Works Director Odoms

RESOLUTION NO: 2025-069
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE COMPLETE REPLACEMENT OF THE AIR CONDITIONING SYSTEM AND DUCTWORK FOR TOWN HALL; AUTHORIZING THE USE OF ARPA FUNDS AND CAPITAL OUTLAY ACCOUNT 001-530541-640003-00-0000; CONFIRMING PROCUREMENT THROUGH SOURCEWELL WITH HALL MECHANICAL AND AIR CONDITIONING LLC AS THE CONTRACTOR; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR A NOT-TO-EXCEED AMOUNT OF $1,600,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Odoms presented Resolution No. 2025-069 for the complete replacement of the town hall air conditioning system and ductwork. He confirmed that funding was available on the budget line item.

ACTION: Commissioner Mohammed made a motion to approve Resolution No. 2025-069. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

11.6 Discussion and possible action to engage the Akerman law firm to represent the Town as special counsel to pursue potential recovery from the City of Hollywood for overcharging and related matters relative to the Large User Agreement - Town Attorney Horrowitz & Town Manager David Lynch

RESOLUTION NO.: 2025-074
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE ENGAGEMENT OF THE LAW FIRM OF AKERMAN LLP AS SPECIAL COUNSEL TO REPRESENT THE TOWN IN CONNECTION WITH POTENTIAL RECOVERY FROM THE CITY OF HOLLYWOOD FOR OVERCHARGING AND RELATED MATTERS UNDER THE LARGE USER AGREEMENT; APPROVING THE FEE ENGAGEMENT AGREEMENT WITH AKERMAN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Horowitz presented Resolution No. 2025-074, which would authorize engaging Akerman LLP as special counsel regarding potential recovery from the City of Hollywood for overcharging related to the Large User Agreement.

Horowitz explained that following the workshop, he had reached out to the City Attorney for Hollywood, who responded that they were looking into their large user agreements and would provide a more detailed response the following week. He noted several procedural steps required before litigation could commence, including dispute resolution processes mandated by Chapter 164, Florida Statutes. The commission expressed hope that the matter could be resolved through negotiation without incurring significant legal fees, as the potential recovery amount was relatively small. Horowitz mentioned that beyond the recovery of past overcharges, there was also the benefit of correcting the methodology for future billing.

ACTION: Commissioner Mohammed made a motion to approve Resolution No. 2025-074 with the caveat that further discussion would occur before significant legal fees were incurred. Acting Clerk Commissioner Morrissette seconded the motion, and it passed unanimously on a poll vote.

12 ATTORNEY REPORTS

The Town Attorney had no reports.

13 TOWN MANAGER REPORTS

Town Manager Lynch reported that there had been discussions between representatives of West Park City Commission and the Pembroke Park Police Chief about potentially expanding police services to West Park in the future. Town Manager Lynch noted that if this expansion occurred, they might need additional facilities, and he was in very preliminary stages of exploring potential real estate options in town.

Town Attorney Horowitz clarified that while government real estate acquisitions must generally comply with public records laws, certain preliminary matters could be handled with some confidentiality. He emphasized that any formal property acquisition would require commission approval.

14 COMMISSION REPORTS

Commissioner Mohammed had no comment.

Acting Clerk Commissioner Morrissette announced the ongoing rollout of Narcan dispensers, noting that one had been installed in the hallway and that information would be available at the health fair the following day.

Clerk Commissioner Hodgkins commented that while the air conditioning project would cause disruption for employees, it would be for the betterment of the town.

Vice Mayor Kashem had no comment.

Mayor Jacobs announced that he would be sending out an email confirming the date requirements for agenda items. He also informed the commission that he would not be physically present at town events through the first of the year due to family matters but would attend meetings virtually via Teams.

15 ANNOUNCEMENTS

15.1 Workshop Commission Meeting, Wednesday, November 26, 2025, at 6:00 p.m.
Regular Commission Meeting, Wednesday, December 10, 2025, at 7:00 p.m.

<u>SPECIAL EVENTS</u>

Community Health Fair, Saturday, November 8, 2025, at 12:00 p.m.
Turkey Pardoning Ceremony, Monday, November 24, 2025, at 12:00 p.m.
Turkey Give-A-Way, Monday, November 24, 2025, at 4:00 p.m.
Christmas Tree Lighting Ceremony, Tuesday, November 25, 2025, at 6:00 p.m.

16 ADJOURNMENT

Regular Commission Meeting was adjourned at 5:10 pm.

ATTEST:

____
Cynthia Garcia-Lima, Town Clerk
Commission approved on: ____________________________

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Agenda Item Report

Subject:	Consideration and approval of ESRI Renewal for 2026 to 2027 - Sponsored by Mark Pakula
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	IT Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve ESRI Renewal (Geographic Information Systems)
Background Information:	This is a renewal for the Town's GIS systems.
Staff Recommendations:	Approving this item.
Procurement:	This is a budgeted it. the cost is $12,485.62
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Esri_Quotation_0026321256

Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 01/22/2026
To: Mark Pakula
Organization: Town of Pembroke Park
IT Dept
Fax #: **Phone #:** 954-966-4600 500

From: Trina Isaacs
Fax #: 909-307-3083 **Phone #:** + 19093692258 Ext. 2258
Email: TISAACS@ESRI.COM

Number of pages transmitted (including this cover sheet): 4

Quotation #26321256
Document Date: 11/23/2025

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
https://www.esri.com/en-us/cp/maintenance

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www.esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

380 New York St
Redlands, CA 92373-8118
Phone: + 190936922582258
Fax #: 909-307-3083

Quotation

Date: 11/23/2025 **Quotation Number:** 26321256

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Trina Isaacs

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Town of Pembroke Park
IT Dept
3150 Sw 52nd Ave
Hollywood FL 33023-5413
Attn: Mark Pakula
Email: mpakula@tppfl.gov
Phone: 9549664600-500
Customer Number: 655985

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 02/22/2026 End Date: 02/21/2027 Subscription ID: 3962052970	1,750.00	1,750.00
1010	11	153148 ArcGIS Online Creator User Type Annual Subscription Start Date: 02/22/2026 End Date: 02/21/2027 Subscription ID: 3128424543	700.00	7,700.00
2010	5	165533 ArcGIS Online Mobile Worker User Type Annual Subscription Start Date: 10/29/2025 End Date: 02/21/2027 Subscription ID: 3128424543	527.12	2,635.62
3010	1	165533 ArcGIS Online Mobile Worker User Type Annual Subscription	400.00	400.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at https://go.esri.com/maintenance
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York St
Redlands, CA 92373-8118
Phone: + 190936922582258
Fax #: 909-307-3083

Quotation

Date: 11/23/2025 **Quotation Number:** 26321256

Item	Qty	Material#	Unit Price	Extended Price
		Start Date: 02/22/2026 End Date: 02/21/2027 Subscription ID: 3128424543		

Item Subtotal		12,485.62
Estimated Tax		0.00
Total	**USD**	**12,485.62**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

380 New York St
Redlands, CA 92373-8118
Phone: + 190936922582258
Fax #: 909-307-3083

Quotation

Date: 11/23/2025 **Quotation No:** 26321256 **Customer No:** 655985

Item	Qty	Material#	Unit Price	Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at https://www.esri.com/en-us/quote-order/renew.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

Agenda Item Report

Subject:	Vehicle Maintenance Plan Quote and Coverage - Sponsored by Chief DeCoursey
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	This maintenance plan is proposed to ensure long-term operational efficiency and cost management for the incoming fleet vehicles. If approved, this coverage will be added to the five new fleet vehicles currently on order with Garber Fleet Sales.
Staff Recommendations:	Consider approval of the Vehicle Maintenance Plan coverage for the new fleet vehicles.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Vehicle Maintenance Plan
Vehicle Maintenance Coverage

Municipal Vehicle Sales Quote

Garber Ford, Inc.
3380 Hwy 17 (PO Box 1600)
Green Cove Springs, FL 32043
(800) 849-3462 or (904) 264-2442
www.garberautomall.com

DATE: January 13, 2026
QUOTE:

PREPARED BY
Scott Mueller
SMueller@garberautomall.com
904.365.7772

PREPARED FOR: Town of Pembroke Park
Attn; Captain Donald Prichard
dprichard@pdtppfl.gov
954.218.4792

SOURCE CONTRACT INFORMATION:

BASE VEHICLE DESCRIPTION		MODEL #		PRICE
FACTORY OPTIONS	**CODE**	**BASE PRICE**		**NET PRICE**
(2) Premium Maintenece plans - 7,500 mile service interval for 2026 F150 Responders on order		3265	$	6,530.00
(3) Premium Maintenece plans - 7,500 mile service interval for 2026 Ford PIU's on order		3265	$	9,795.00
			$	-
		SUBTOTAL	$	16,325.00
		PRICE PER VEHICLE	$	3,265.00
Notes:		**NUMBER OF VEHICLES**		5
		TOTAL	**$**	**16,325.00**

Payment is Due on a Net30 Basis

If you have any questions concerning this quote please call!

THANK YOU FOR YOUR BUSINESS!

Drive On for Miles.

$0 Deductible per Covered Repair Visit	✓
Scheduled Maintenance Coverage	✓
Limited Wear Item Coverage	✓
First-Day Rental Option	✓
Transferable to Subsequent Owner (transfer fee applies)	✓
Full Synthetic Oil Option (available on most vehicles)	✓
Multiple Service Intervals Available (5,000, 7,500 and 10,000 miles)	✓
Severe Duty Maintenance Coverage (5,000-mile intervals)	✓

The Ford Protect extended service plan is 100% backed by Ford Motor Company.

$0 deductible.

Coverage is 100% transferable.

- If you ever sell your vehicle, the new owner can take advantage of remaining coverage. This could help attract buyers, plus it may bring an INCREASED RESALE VALUE for your vehicle (transfer fee applies).

First-Day Rental Option.

- Provides coverage of $60 a day for up to 2 days for covered repairs

0% APR interest-free Installment Payment Plan: Flexible payment options are available when the extended service plan is not included in the vehicle financing; everyone qualifies, making it the smart choice.

IPP Installment Payment Plan ADMINISTERED BY BUDCO FINANCIAL

FORD PROTECT®

This brochure is intended to provide general information about a Premium Maintenance extended service plan offered by Ford Protect. Prices and plan details may have changed after the brochure was printed. Plan availability, benefits, coverage and provider may vary by state. Please refer to your plan's service contract for the actual terms and conditions.

https://redirect.ford.com/fppmp

24FLP-PMPBRCH-F
64172_1640b

Printed in the U.S.A.

October 2023

FORD PROTECT®

Premium Maintenance Plan

EXTENDED SERVICE PLAN

Drive On with Confidence.

It's more than just a routine oil change. Keep your vehicle running at its optimum performance with a Ford Protect Premium Maintenance extended service plan.

This comprehensive plan provides premium protection for your vehicle with routine inspections, preventive care and replacement of select wear items that require periodic attention to ensure it's running at top performance.

Premium Maintenance covers these important maintenance items:

- Engine oil and filter changes
- Multi-point inspections
- Tire rotations
- Brake pads and linings
- Shock absorbers/struts
- Spark plugs
- Clutch discs
- Engine belts, coolant hoses and clamps
- Wiper blades

Drive On with Peace of Mind.

Comprehensive maintenance coverage for Ford and competitive-make vehicles.

Keep your car or truck running great for years to come with a Ford Protect Premium Maintenance Plan. Covering scheduled maintenance required by the manufacturer, including select wear items, these prepaid plans help protect you against rising labor and parts costs.

Enjoy premium protection for miles and miles.

With this plan, you'll be able to protect your vehicle and budget with timely care and inspections that may:

- Prevent serious and expensive repairs
- Help you maintain optimal performance
- Possibly increase your vehicle's resale value

- All service intervals purchased must be completed before the coverage ends
- Coverage begins at the New Vehicle Limited Warranty start date and zero miles
- Coverage ends at the earlier of the number of years purchased or number of miles purchased

You can add to your plan and drive on with even greater peace of mind.

Ford Protect Pickup and Delivery Option.

This option provides convenient personalized service, which allows you more free time rather than spending your valuable time in a dealership. Service includes:

- Pickup & delivery
- For loaner benefits, First-Day Rental Option must be included
- Mobile service option

Coverage for scheduled maintenance.

The following services are representative of the required maintenance for your vehicle. Your specific plan will be based on requirements indicated in your Owner's Scheduled Maintenance Guide.

- Change engine oil and replace oil filter
- Inspect and rotate tires
- Inspect brake pads/shoes/rotors/drums, brake lines and parking brake system
- Inspect wheel ends for end play and noise
- Inspect and lubricate steering linkage, ball joints, suspension and, if equipped, halfshafts, driveshafts and u-joints
- Change transmission fluid
- Replace fuel filter
- Replace engine air filter
- Change engine coolant
- Replace PCV valve
- Change transfer case fluid*
- Inspect and lubricate 4x4 front axle shaft u-joints*
- Lubricate 4x4 front hub needle bearings*
- Lubricate 4x2 front wheel bearings, replace grease seals and adjust bearings*
- Fill diesel exhaust fluid*

Multi-point inspection.

At each scheduled service appointment, your vehicle will also undergo a comprehensive multi-point inspection as indicated in your Owner's Scheduled Maintenance Guide.

- Check fluid levels and fill:
  - Transmission (if equipped with a dipstick)
  - Brake reservoir
  - Power steering
  - Coolant recovery reservoir
  - Window washer
  - Diesel exhaust fluid (if necessary)*
- Check systems and components:
  - Horn, interior lights, exterior lamps, turn signals, and hazard and brake lights
  - Windshield washer spray, wiper operation and wiper blades
  - Windshield for cracks, chips and pitting
  - Radiator, heater and air conditioning lines (leaks and damage)
  - Engine air filter
  - Oil and fluid leaks
  - Exhaust system (leaks, damage, loose parts)
  - Steering and steering linkages
  - Shocks/struts and other suspension components (leaks and damage)
  - Accessory drive belt(s)
  - Clutch operation*
  - Tires for wear and proper air pressure

If equipped.

PREMIUM MAINTENANCE PLAN TIME AND MILEAGE OPTIONS

(All Makes and Models – Gas/Hybrid/Diesel)

Plan Length or Miles Covered (Coverage ends at the earlier of years or mileage)	Available Coverage: Severe	Normal (Recommended based on AVG IOLM)	Extended Normal
	Estimated Maintenance Frequency		
	5,000◊ Miles	7,500 Miles	10,000 Miles
	Total Number of Service Visits		
2 Years			
25,000 Miles	5	3	2
30,000 Miles	6	4	3
27 Months			
25,000 Miles	5	3	2
30,000 Miles	6	4	3
39,000 Miles	8	5	4
45,000 Miles	9	6	4
3 Years			
22,500 Miles	4	3	2
31,500 Miles	6	4	3
36,000 Miles	7	5	4
37,500 Miles	8	5	4
45,000 Miles	9	6	4
60,000 Miles	12	8	6
75,000 Miles	15	10	8
85,000 Miles	17	11	9
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
175,000 Miles	35	24	18
39 Months			
25,000 Miles	5	3	2
30,000 Miles	6	4	3
39,000 Miles	8	5	4
45,000 Miles	9	6	4
60,000 Miles	12	8	6
4 Years			
36,000 Miles	7	5	4
48,000 Miles	10	7	5
60,000 Miles	12	8	6
75,000 Miles	15	10	8
85,000 Miles	17	11	9
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
175,000 Miles	35	24	18
5 Years			
36,000 Miles	7	5	5
48,000 Miles	10	7	5
60,000 Miles	12	8	6
75,000 Miles	15	10	8
85,000 Miles	17	11	9
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
175,000 Miles	35	24	18
6 Years			
36,000 Miles	7	6	6
48,000 Miles	10	7	6
60,000 Miles	12	8	6
75,000 Miles	15	10	8
85,000 Miles	17	11	9
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
175,000 Miles	35	24	18
7, 8, 9 and 10 Years			
36,000 Miles	7	7	7
48,000 Miles	10	7	7
60,000 Miles	12	8	7
75,000 Miles	15	10	8
85,000 Miles	17	11	9
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
175,000 Miles	35	24	18

◊Coverage includes "severe duty" maintenance items (if required). Visits may vary for Ford Blue Advantage and Lincoln CPO plans.

Agenda Item Report

Subject:	Discussion on the Creation of a Pembroke Park Community Benefit Fund Modeled After Tamarac's Program - Sponsored by Commissioner Mohammed
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	**Policy Questions:** 1. Should Pembroke Park establish a Community Benefit Fund similar to the City of Tamarac's Economic Empowerment Dividend? 2. Should the Town begin requiring or strongly encouraging developer contributions into the fund as part of development review and approvals? 3. Should the Town pursue a partnership with the Home Depot Foundation to secure construction materials and grant assistance for community projects? **Summary:** This item proposes the creation of a Pembroke Park Community Benefit Fund, modeled after Tamarac's economic empowerment program highlighted by CBS News. The fund would allow the Town to collect developer contributions and corporate philanthropic support to reinvest directly into the community. Potential supporters include the Home Depot Foundation, which provides funding and construction materials to local governments for community improvements. **Background:** The City of Tamarac established an Economic

	Empowerment Dividend requiring developers to contribute financially to a community benefit fund that supports local programs and neighborhood improvements. The CBS Miami report highlights how Tamarac leverages this model to ensure development results in measurable community benefits. Pembroke Park is experiencing increased development interest, particularly along the SW 30th Avenue corridor and throughout mixed-use and commercial areas. Establishing this fund now would ensure future development directly contributes to community improvements, rather than relying solely on general government revenues. Additionally, The Home Depot and the Home Depot Foundation provide significant community development support nationwide, including: • Grants for affordable housing • Construction materials for community projects • Veteran-focused and resiliency construction efforts • Localized community reinvestment opportunities for municipalities Securing Home Depot support could directly benefit Town initiatives such as: park upgrades, community center construction, beautification, storm-resilience improvements, and public-facing amenities like pavilions, shade structures, benches, raised garden beds, and more. **Discussion / Analysis:** • Tamarac's model demonstrates that municipalities can lawfully require developer community contributions as part of development approval. • Establishing a Pembroke Park Community Benefit Fund provides a centralized, transparent method for collecting and distributing funds. • Developer contributions can be negotiated as: o Flat fees o Per-square-foot fees o Per-unit contributions o Voluntary agreements tied to expedited reviews •

- The fund can support:
  - Youth programs
  - Parks and recreation upgrades
  - Community center construction
  - Beautification and landscaping
  - Senior services
  - Resilience and sustainability projects
-
- Partnering with the Home Depot Foundation strengthens the Town's ability to complete capital projects at lower cost.
- Home Depot also has a history of local-store community reinvestment, making it a natural partner given their Pembroke Park location.

Options:

1. Establish the Pembroke Park Community Benefit Fund by ordinance and begin negotiations with developers immediately.
2. Create the fund but initiate a 30–60 day study to determine contribution formulas.
3. Direct staff to prepare a draft framework and return to Council for final review.
4. Decline creation of the fund at this time.

Advantages:

- New recurring revenue for community projects
- Strong negotiation leverage with developers
- Direct improvements to parks, beautification, youth programs, and capital projects
- Ability to attract corporate partners like Home Depot Foundation
- Transparent, trackable fund for residents

Disadvantages:

- Developers may seek clarity on fee formulas or request phased contributions
- Initial staff time needed to structure the fund framework

	Possible Action: Motion to create the Pembroke Park Community Benefit Fund, direct the Town Attorney to draft enabling ordinance language, authorize staff to begin developer outreach, and initiate contact with the Home Depot Foundation for partnership on construction materials and grants.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Agenda Item Report

Subject:	Discussion on Attendance to the ICSC Las Vegas Conference - Sponsored by Commissioner Mohammed
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The International Council of Shopping Centers (ICSC) Las Vegas Conference is the largest commercial real estate event of the year, bringing together industry professionals, developers, retailers, and municipal leaders. The conference will take place May 18–20, 2026, at the Las Vegas Convention Center in Las Vegas, Nevada. The event includes educational sessions, networking opportunities, and discussions on current trends in commercial development, economic growth, and redevelopment strategies relevant to municipal governments. Attending the ICSC Las Vegas Conference would benefit as it would help gain insight into commercial real estate trends, economic development opportunities, and best practices that may benefit the municipality. Attendance would support professional development and provide opportunities to engage with industry stakeholders and peer communities.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

ICSC LAS VEGAS _ ICSC

ICSC LAS VEGAS

ICSC+PROPTECH | ICSC+WOMEN IN CRE

May 18-20, 2026

Las Vegas Convention Center
Las Vegas, Nevada, United States

ICSC LAS VEGAS Is the Largest Commercial Real Estate Event of the Year

Meet over 25,000 decisionmakers during three days of dealmaking, networking, and cutting-edge content sessions. Get expert advice from the brightest minds in commercial and retail real estate and make groundbreaking deals with the placemakers who are driving innovation in the Marketplaces Industry.

New at ICSC LAS VEGAS IN 2026!*

ICSC+PROPTECH
Discover innovative property technology, join curated one-to-one meetings, and get direct access to creators powering smarter spaces.

ICSC+WOMEN IN CRE
Join us at this uniquely tailored, intimate experience to hear inspiring career journeys, gain valuable insights, and build community with bold industry leaders.

**To sign up, select the ICSC+PROPTECH and ICSC +WOMEN IN CRE options during registration for ICSC LAS VEGAS.*

Schedule At-a-Glance

Monday, May 18 • Wynn
Professional Development
Keynote Presentation
Opening Reception

Tuesday, May 19 • LVCC
8:00 am – 5:00 pm • Exhibit Hall Open
10:00 am – 4:30 pm • Sessions*

Wednesday, May 20 • LVCC
8:00 am – 3:00 pm • Exhibit Hall Open
10:00 am – 12:00 pm • Sessions*

**Schedule times are tentative*

Registration Fees*

	Advance (ends February 17, 2026, 11:59 pm ET)	**Standard** (ends May 15, 2026, 11:59 pm ET)	**On-Site** (starts May 16, 2026, 12:00 am ET)
Member	**$875**	**$1,100**	**$1,600**

Ask ICSC

	Advance (ends February 17, 2026, 11:59 pm ET)	pm ET)	12:00 am ET)
Non-Member	**$2,175**	**$2,275**	**$2,500**
Retailer Member**	**$0**	**$0**	**N/A**
Student Member**	**$50**	**$50**	**$50**

*All cancellations are subject to a $100 cancellation fee for members and non-members and $25 for student members. Refunds will not be given for cancellations received after 4:59 pm ET on **March 31, 2026**. All requests for refunds must be received by ICSC in writing.

**On-site registrations are not accepted for Retailer Members. Student Membership applications will not be processed from May 15–20, including on-site at ICSC LAS VEGAS.

***Badge reprint fee applies. Read ICSC Event Registration Terms & Conditions for more information.**

Hotel Reservations

- **Policy for Wynn/Encore bookings and cancellations**: Attendees must be registered for ICSC LAS VEGAS before booking their room. Any rooms reserved under a name not registered for ICSC LAS VEGAS will be cancelled. Any room cancellations after **February 27, 2026** will be charged a cancellation fee equal to one night's room and tax. This policy does not apply to other hotels in the block.
- **Notice to all ICSC Members**: Please be advised that ICSC will only contact you through onPeak, ICSC's official hotel provider. Any other email or phone solicitations offering hotel bookings are unauthorized and should be disregarded as spam notices. **Questions?** Contact onPeak at (855) 992-3353 or icsc@onpeak.com.

Book Hotel

Ask ICSC ×

Exhibitor Information

Please contact Londy Alvarez at lalvarez@icsc.com, Kim Romano at kromano@icsc.com, or Keith Colavito at kcolavito@icsc.com to reserve your space. For meeting room space at the Las Vegas Convention Center, please contact Kim Romano kromano@icsc.com.

Exhibitor Booth Pricing	Member (per sq. ft.)	Non-Member* (per sq. ft.)
Standard (ends May 19, 2026, at 12:00 am ET)	**$25.00** /sq. ft.	**$50.00** /sq. ft.

What's included

- Standard carpeting
- 8' stretched white fabric walls (Island booths do not receive walls)
- One 11"×17" booth sign
- First night booth vacuum
- Listing in event directory
- Access to content sessions
- Two exhibitor badges (amount increases with booths over 400 sq. ft.)

*Become an ICSC Member and take advantage of member pricing.

Sponsorship Opportunities

Contact Carlos Baudett at cbaudett@icsc.com to explore sponsorship & advertising opportunities.

Your Privacy Is Our Priority

ICSC does not sell its attendee lists, a

Ask ICSC ×

distribute or sell any attendee lists related to our events. Should you receive any solicitations offering such lists, we encourage you to block the sender, delete the email and report scammers to the U.S. Federal Trade Commission fraud division.

Event Conduct

Additionally, the goal of ICSC events is to provide a welcoming, congenial atmosphere for Marketplaces Industry professionals to connect with peers, conduct business and learn more about relevant topics. As a reminder, we expect all attendees and exhibitors at ICSC events to treat fellow attendees, speakers, service providers and the ICSC team with the utmost respect. We do not tolerate disruptive, harassing, hateful or harmful language or conduct including name calling or otherwise provoking an individual regarding a particular topic, specifically as it relates to non-business issues. Additionally, please do not bring material related to political or social issues—such as flags, banners or signs—to the event, as such items may distract from the purpose of the event. Read ICSC's Event Terms and Conditions and our Event FAQs for more information.

Follow us for the latest event news and updates.

Details

Questions?

For more information, please call +1 844 728 ICSC or email info@icsc.com.

Event FAQs
Add to calendar

Additional Resources

Attendee Search

Search

ICSC LAS VEGAS Exhibitor Floorplan

View

ICSC LAS VEGAS Exhibitor Search

View

ICSC LAS VEGAS Sponsorship Opportunities

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ICSC Social Media Tips & Tricks

Download

Ask ICSC ×

Attending

6443 Registered

Gary Ralston CRE
Partner
Saunders Real Estate

Lauren Greulich
National Strategic Advisor

Open Realty Advisors, a NEWMARK Company

KB

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Kate Bell
Office Manager
RCG Ventures LLC

Search attendees

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Las Vegas, Nevada

Las Vegas Convention Center
Las Vegas, Nevada, United States
+1 646 728 3800

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DATA & ANALYTICS

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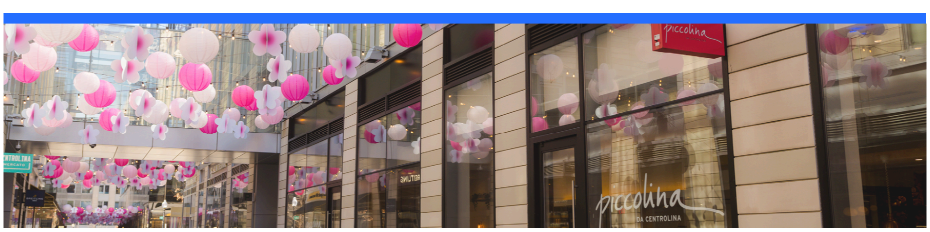
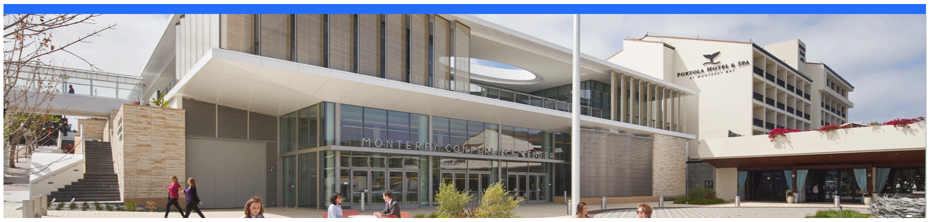
Featured events

ICSC@RED RIVER
February 17-18, 2026
900 E Market St
San Antonio, Texas,
United States



ICSC@MID-ATLANTIC
March 2-3, 2026
999 9th Street
Northwest
Washington, District of
Columbia, United States

Ask ICSC ✕



ICSC@MONTEREY
March 23-25, 2026
Monterey Conference
Center
Monterey, California,
United States

Agenda Item Report

Subject:	Discussion on Little Free Libraries - Sponsored by Mayor Jacobs
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Geoffrey Jacobs, Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Agenda Item Report

Subject:	Discussion on Vulnerability Assessment March 2025 - Sponsored by Mayor Jacobs
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Geoffrey Jacobs, Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Agenda Item Report

Subject:	Discussion on the Assistant Town Manager/Administrative Services Director Position - Sponsored by Mayor Jacobs
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Geoffrey Jacobs, Commissioner
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Agenda Item Report

Subject:	Discussion on Taxation/ Utilities/fire suppression - Sponsored by Mayor Jacobs
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Geoffrey Jacobs, Commissioner
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Agenda Item Report

Subject:	Discussion on the Building Department - Sponsored by Mayor Jacobs
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Geoffrey Jacobs, Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Agenda Item Report

Subject:	Discussion on ARPA funds - Sponsored by Mayor Jacobs
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Geoffrey Jacobs, Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Agenda Item Report

Subject:	Christmas Tree - Sponsored by Mayor Jacobs
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Geoffrey Jacobs, Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Agenda Item Report

Subject:	Discussion and Direction to Prepare and Advance Data Center Regulatory Ordinance for DRC and Planning Review - Sponsored by Commissioner Mohammed
Meeting Date:	Special Commission Meeting - February 20, 2026
Prepared For:	Town Commission
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The purpose of this memorandum is to direct staff and legal counsel to prepare a comprehensive local regulatory framework governing data centers in the Town of Pembroke Park in anticipation of pending and proposed state-level legislation related to data center development, utility allocation, and infrastructure capacity. Given the pace at which data-center-related items are advancing through the Legislature, it is prudent for the Town to have local regulations in place in advance, rather than responding reactively after state policy changes are adopted. Establishing a clear framework now will help preserve local land-use authority to the maximum extent permitted by law and ensure that future development decisions remain consistent with the Town's Comprehensive Plan, infrastructure capacity, and long-term fiscal stability. This effort is intended to position the Town proactively, not in response to any specific application.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Memo from Commissioner Mohammed](#)
[SB 484](#)

PART I MEMORANDUM

MEMORANDUM

TO: Town Planner; Town Attorney

FROM: Ashira Mohammed, Commissioner

DATE: February 4, 2026

RE: Direction to Prepare and Advance Data Center Regulatory Ordinance for DRC and Planning Review

PURPOSE

The purpose of this memorandum is to direct staff and legal counsel to prepare a comprehensive local regulatory framework governing data centers in the Town of Pembroke Park in anticipation of pending and proposed state-level legislation related to data center development, utility allocation, and infrastructure capacity.

Given the pace at which data-center-related items are advancing through the Legislature, it is prudent for the Town to have local regulations in place in advance, rather than responding reactively after state policy changes are adopted. Establishing a clear framework now will help preserve local land-use authority to the maximum extent permitted by law and ensure that future development decisions remain consistent with the Town's Comprehensive Plan, infrastructure capacity, and long-term fiscal stability.

This effort is intended to position the Town proactively, not in response to any specific application.

BACKGROUND AND RATIONALE

Municipalities nationwide are reassessing how data centers are regulated due to their unique and disproportionate impacts, including:

- Extremely high electrical demand and peak-load strain

- Significant water use for cooling
- Backup generation emissions, noise, and fuel storage
- Minimal on-site employment relative to land and infrastructure consumption
- Long-term infrastructure, climate, and fiscal exposure
- Incompatibility with mixed-use, redevelopment, and community-serving district

Given Pembroke Park's limited land area, finite utility capacity, and strategic redevelopment goals, staff is directed to prepare regulatory language ensuring that data center development does not undermine community objectives or shift infrastructure and climate-related costs onto residents.

POLICY DIRECTION TO STAFF AND LEGAL COUNSEL

Staff and the Town Attorney are directed to collaboratively prepare draft ordinance language for review by the Development Review Committee (DRC) and Planning & Zoning Board incorporating the following principles.

1. Distinct Land-Use Classification

- Define "Data Center" as a stand-alone land-use category, distinct from warehouse, industrial, flex, office, or utility uses.
- Prohibit data centers as a permitted or by-right use in all zoning districts.
- Require discretionary approval through Conditional Use and/or Special Use processes only.

2. Zoning, Location, and Compatibility

- Establish minimum separation distances from residential areas, schools, parks, and community-oriented districts.
- Identify mixed-use, redevelopment, and entertainment corridors as incompatible by use.

- Prohibit reliance on variances, administrative adjustments, or interpretations to allow data centers.

3. Infrastructure and Utility Capacity Protection

- Require applicants to demonstrate no adverse impact to electric, water, sewer, stormwater, transportation, or emergency services.
- Mandate that all on-site and off-site infrastructure upgrades be fully funded by the applicant.
- Allow denial based solely on projected infrastructure or utility strain.
- Prohibit priority utility restoration or guaranteed capacity agreements.

4. Water and Energy Restrictions

- Restrict or prohibit potable water use for cooling.
- Require closed-loop or reclaimed water systems where applicable.
- Establish electrical load caps tied to overall system capacity, calculated at maximum theoretical demand.

5. Climate Resilience and Emergency Preparedness

- Require climate-resilience and disaster-response plans addressing flooding, heat, hurricanes, and extended power outages.
- Require facilities to operate without reliance on municipal emergency resources during declared emergencies.
- Allow approvals to be modified or revoked if future climate conditions render a facility incompatible with public safety or infrastructure capacity.
-

6. Employment Efficiency Standards

- Establish a minimum jobs-per-megawatt threshold.

- Require disclosure of permanent on-site employment only; exclude remote or regional job counts.
- Allow denial where employment benefits are disproportionate to infrastructure consumption.

7. Artificial Intelligence and High-Intensity Computing

- Explicitly recognize AI training and high-intensity computing as a distinct subset of data centers.
- Allow outright prohibition or heightened review standards due to extreme energy demand, cooling intensity, minimal employment, and grid impacts.

8. Fees, Escrows, and Fiscal Neutrality

- Require substantial application fees and professional review escrows.
- Impose ongoing monitoring and impact fees.
- Prohibit tax abatements, utility rebates, fee waivers, or incentives of any kind.

9. Expansion, Lifecycle, and Decommissioning

- Require full re-approval for any increase in power, cooling, generators, or floor area.
- Require a decommissioning plan and financial assurance for site restoration and removal of specialized infrastructure.

10. Enforcement and Review

- Require annual operational review and renewal.
- Allow suspension or revocation for non-compliance.
- Include fines, injunctive relief, and forfeiture of bonds or escrows.

PROCESS AND NEXT STEPS

1. Town Planner and Town Attorney to prepare draft ordinance language and staff report.
2. Review by DRC for infrastructure and operational implications.
3. Planning & Zoning Board review for land-use consistency.
4. Forward recommendation to the Town Commission for consideration.

This memorandum provides policy direction and does not predetermine Commission action.

PLANNING OBJECTIVE

The objective is to ensure that any data center or related facility:

- Does not shift infrastructure, climate, or fiscal risk to the Town or residents;
- Produces a meaningful economic return relative to resource consumption; and
- Preserves long-term redevelopment flexibility and local land-use authority.

PART II — SKELETON ROUGH DRAFT ORDINANCE

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,

REGULATING DATA CENTERS AND ARTIFICIAL INTELLIGENCE TRAINING FACILITIES;

ESTABLISHING DEFINITIONS;

PROHIBITING DATA CENTERS AS A PERMITTED USE;

REQUIRING CONDITIONAL AND SPECIAL USE APPROVAL;

IMPOSING LOCATION, INFRASTRUCTURE, CLIMATE RESILIENCE, EMPLOYMENT, AND OPERATIONAL STANDARDS;

IMPOSING APPLICATION FEES, ESCROWS, COMMUNITY AND INFRASTRUCTURE IMPACT FEES, ANNUAL SURCHARGES, AND FINANCIAL ASSURANCES;

REQUIRING DECOMMISSIONING;

PROVIDING FOR ENFORCEMENT, SEVERABILITY, AND AN EFFECTIVE DATE.

SECTION 1. FINDINGS AND INTENT

The Town Commission finds that data centers and artificial intelligence training facilities impose unique and disproportionate demands on electrical, water, sewer, stormwater, transportation, and emergency service systems; generate limited on-site employment; and present long-term climate, fiscal, and infrastructure risks. This Ordinance is intended to ensure fiscal neutrality, infrastructure protection, climate resilience, and consistency with the Town's Comprehensive Plan.

SECTION 2. DEFINITIONS

Data Center means any facility primarily used for data processing, storage, cloud computing, artificial intelligence, machine learning, blockchain processing, or network operations, including all supporting mechanical, electrical, cooling, and backup power systems.

AI Training Facility means a data center primarily used for artificial intelligence or machine learning model training characterized by sustained, high-intensity computing loads and continuous energy demand.

SECTION 3. ZONING STATUS AND APPROVAL

(A) Data centers and AI training facilities are prohibited as a permitted or by-right use in all zoning districts.

(B) Such facilities may only be considered through Conditional Use and Special Use approval by the Town Commission.

(C) No variance, administrative adjustment, or interpretation shall be permitted.

SECTION 4. LOCATION AND COMPATIBILITY

(A) Data centers and AI training facilities are prohibited within or adjacent to:

- Residential zoning districts
- Schools, parks, childcare facilities, or places of assembly
- Mixed-use, redevelopment, or entertainment districts

(B) Required separation distances and buffers shall not be waived.

SECTION 5. INFRASTRUCTURE AND UTILITIES

(A) Applicants shall demonstrate no adverse impact to electric, water, sewer, stormwater, transportation, or emergency services.

(B) All on-site and off-site infrastructure upgrades shall be fully funded by the applicant.

(C) Electrical demand shall be calculated at maximum theoretical load.

(D) Priority utility restoration or guaranteed capacity agreements are prohibited.

SECTION 6. WATER AND ENERGY USE

(A) Potable water use for cooling is prohibited unless expressly approved.

(B) Closed-loop or reclaimed water systems shall be required where feasible.

SECTION 7. CLIMATE RESILIENCE AND EMERGENCY PREPAREDNESS

(A) A climate resilience and disaster response plan shall be required.

(B) Facilities shall operate without reliance on municipal emergency resources during declared emergencies.

(C) Approvals may be modified or revoked if future climate conditions render the facility incompatible with public safety or infrastructure capacity.

SECTION 8. EMPLOYMENT STANDARDS

(A) A minimum jobs-per-megawatt ratio shall be required.

(B) Only permanent, on-site employment shall be counted.

SECTION 9. AI TRAINING FACILITIES

(A) AI training facilities may be prohibited outright or subjected to heightened standards.

(B) Additional fees, electrical load caps, cooling restrictions, and operational limits may be imposed.

SECTION 10. APPLICATION FEES AND ESCROWS

- Non-Refundable Application Fee: $250,000
- Re-Application / Expansion Fee: $150,000
- Professional Review Escrow: Minimum $500,000, replenishable without cap

Failure to replenish escrow shall result in suspension of review or operations.

SECTION 11. COMMUNITY AND INFRASTRUCTURE IMPACT

(A) Electrical / Community Impact Fee: $1,000,000 per megawatt of total approved electrical demand, calculated at maximum theoretical load.

(B) Water Capacity Mitigation Fee: $500,000 per acre of data center development footprint.

(C) Emergency Services Impact Fee: $250,000, plus any additional amount required for specialized equipment or training.

SECTION 12. ANNUAL OPERATIONAL FEES AND SURCHARGES

- Annual Infrastructure Monitoring Fee: $250,000
- High-Demand Utility Surcharge: As adopted by resolution
- Backup Generation Impact Fee: $100,000 per megawatt of installed backup generation capacity, payable annually

SECTION 13. CLIMATE IMPACT OFFSET FEE

(A) A one-time Climate Impact Offset Fee of $500,000 shall be required.

(B) Climate-related fees may be adjusted by resolution based on updated risk projections.

SECTION 14. PERFORMANCE BOND AND FINANCIAL SECURITY

(A) Performance Bond / Letter of Credit: Minimum $10,000,000

(B) Additional financial security may be required for operational or emergency risks.

SECTION 15. EXPANSION AND MODIFICATION

Any increase in electrical load, cooling capacity, backup generation, or floor area shall require full re-approval under this Ordinance.

SECTION 16. DECOMMISSIONING

(A) A decommissioning plan is required.

(B) A minimum $5,000,000 decommissioning bond shall be maintained for the life of the facility.

(C) The Town may draw upon the bond to restore the site if abandoned.

SECTION 17. NO INCENTIVES

No tax abatements, utility rebates, CRA incentives, fee waivers, or development incentives shall be permitted.

SECTION 18. ENFORCEMENT

Non-payment or non-compliance may result in suspension, revocation, fines, injunctive relief, and forfeiture of bonds or escrows.

By the Committee on Community Affairs; and Senators Avila and Yarborough

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A bill to be entitled

An act relating to data centers; creating s. 112.231, F.S.; defining terms; prohibiting an agency from entering into a nondisclosure agreement or other contract that restricts the agency from disclosing certain information to the public; providing that an agreement or contract, or a provision of an agreement or contract, is void and unenforceable under certain circumstances; providing civil penalties; authorizing the state attorney or Attorney General to bring an action to collect a fine; providing applicability; creating s. 163.326, F.S.; providing legislative findings; specifying that local governments maintain authority to exercise power and responsibility over comprehensive planning and land development regulations related to large load customers; creating s. 366.043, F.S.; providing legislative findings; defining terms; requiring the Florida Public Service Commission to develop minimum tariff and service requirements for large load customers; requiring that such requirements ensure that large load customers bear their costs of service and that such costs are not shifted to the general body of ratepayers; requiring that such minimum tariff and service requirements include certain provisions designed to prevent a public utility from providing electric service to a large load customer that is a foreign entity; prohibiting a customer from separating a certain electrical load into multiple smaller connections for a specified purpose; authorizing the commission to include certain measures in minimum tariff and service requirements; prohibiting any tariff, contractual provision, service requirement, or other public utility policy from preventing or hindering the curtailment or interruption of electric service to a large load customer for certain purposes; prohibiting a public utility from knowingly providing electric service to a large load customer that is a foreign entity; requiring the commission to adopt rules by a specified date; specifying a deadline for utilities to file a tariff in compliance with the final rule; amending s. 373.203, F.S.; defining terms; creating s. 373.262, F.S.; providing legislative intent; prohibiting the governing board of a water management district or the Department of Environmental Protection from issuing a permit for the consumptive use of water to a large-scale data center under certain circumstances; requiring that such permit be issued to a large-scale data center applicant if the applicant establishes that the proposed use of water satisfies certain requirements; requiring the governing board or the department to require the use of reclaimed water for a large-scale data center applicant's allocation when certain requirements are met; specifying requirements for certain permit applications; prohibiting the approval of permit applications without a hearing; amending s. 373.239, F.S.; requiring that consumptive use permit modifications proposed by a large-scale data center be treated in a specified manner; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 112.231, Florida Statutes, is created to read:

112.231 Data center nondisclosure agreements.—

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

(a) "Agency" means any state, county, district, authority, or municipal officer, public employee, department, division, board, bureau, or commission, or other separate unit of government created or established by law and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any such agency.

(b) "Data center" means a facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be:

1. A free-standing structure; or

2. A facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.

(2) An agency may not enter into a nondisclosure agreement or other contract restricting the agency from disclosing information about a potential data center development to members of the public.

(3) An agreement or contract, or a provision of an agreement or contract, that violates this section is against

public policy and is void and unenforceable.

(4) An agency that violates this section is subject to a civil fine of not more than $1,000. The state attorney of the county in which the violation occurred or the attorney general may bring an action to collect the fine.

(5) This section applies to agreements entered into on or after July 1, 2026.

Section 2. Section 163.326, Florida Statutes, is created to read:

163.326 Large load customer considerations.—

(1) The Legislature finds that certain land uses, including facilities with substantial electric or other utility demands, such as data centers and other large load customers as defined in s. 366.043(2)(d), may present unique planning, infrastructure, and compatibility considerations. The Legislature intends that such considerations shall be addressed through local comprehensive planning and land development regulations adopted pursuant to this chapter, including provisions related to infrastructure capacity, land use compatibility, environmental impacts, and the efficient provision of public facilities and services.

(2) Local governments shall maintain the authority to exercise the powers and responsibilities for comprehensive planning and land development regulation granted by law with respect to large load customers.

Section 3. Section 366.043, Florida Statutes, is created to read:

366.043 Large load tariffs for public electric utilities.—

(1) The Legislature finds that the provision of safe and

reliable electric services, provided at fair, just, and reasonable rates, is essential to the welfare of the ratepayers of this state. The Legislature further finds that when one class of electric service customer requires uniquely large electrical loads at a single location, it imposes a disproportionate risk on the other ratepayers of this state and makes it necessary for the commission to develop and enforce rate structures and other policies for such customers which ensure such risk is mitigated as much as possible and prevent shifting the costs of serving large load customers to the general body of ratepayers.

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

(a) “Controlled by” means having the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or an entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the entity.

(b) “Foreign country of concern” has the same meaning as in s. 692.201.

(c) “Foreign entity” means an entity that is:

1. Owned or controlled by the government of a foreign country of concern; or

2. A partnership, an association, a corporation, an organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity.

(d) “Large load customer” means a customer with an anticipated monthly peak load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval at a single location. This does not include a load aggregated across multiple locations owned by the same customer. However, it does include all customers or other entities that have entered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this paragraph.

(e) “Public utility” has the same meaning as in s. 366.02, except that it does not include a gas utility.

(3) The commission shall develop minimum tariff and service requirements for large load customers pursuant to all of the following:

(a) The minimum tariff and service requirements must reasonably ensure that each large load customer bears its own full cost of service and that such cost is not shifted to the general body of ratepayers. Such cost of service includes, but is not limited to, connection, incremental transmission, incremental generation, and other infrastructure costs; operations and maintenance expenses; and any other costs required to serve a large load customer. The risk of nonpayment of such costs may not be borne by the general body of ratepayers.

(b) The minimum tariff and service requirements must include provisions reasonably designed to prevent a public utility from providing electric service to a customer that would otherwise qualify as a large load customer if that customer is a foreign entity.

(4) A customer may not separate an electrical load at a single location into multiple smaller connections to avoid being

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classified as a large load customer.

(5) To effectuate the requirements of subsection (3), the commission may include in such requirements utility industry-accepted ratemaking and other financial tools, including, but not limited to, all of the following:

(a) Contributions in aid of construction or other required customer infrastructure investments that may be returned, in whole or in part, to such customers over time.

(b) Demand charges, including minimum demand charges.

(c) Incremental generation charges.

(d) Financial guarantees.

(e) Minimum load factors.

(f) Take-or-pay provisions or similar provisions requiring payment for contracted capacity, regardless of a large load customer's actual electricity use or demand.

(g) Minimum period of service contract requirements, including early termination fees or other fees for violation of such contracts.

(6) Any tariff, contractual provision, service requirement, or other public utility policy relating to large load customers may not prevent or otherwise hinder the curtailment or interruption of electric service to a large load customer where such curtailment or interruption is intended to ensure grid stability, reduce the likelihood or breadth of wider service outages, or ensure public safety during an emergency or other exceptional circumstance.

(7) A public utility may not knowingly provide electric service to a customer that would otherwise qualify as a large load customer if that customer is a foreign entity.

(8) The commission shall adopt rules to implement and administer this section and shall propose a rule for adoption by March 1, 2027.

(9) Within 60 days after adoption of the final rule implementing this section, each public utility shall file, for commission approval, a tariff that complies with the final rule.

Section 4. Present subsections (3) and (4) of section 373.203, Florida Statutes, are redesignated as subsections (5) and (6), respectively, and new subsections (3) and (4) are added to that section, to read:

373.203 Definitions.—

(3) "Data center" means a facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be:

(a) A free-standing structure; or

(b) A facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.

(4) "Large-scale data center" means a single location, with a data center on site, that has an anticipated monthly peak load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval. This does not include a load aggregated across multiple locations owned by the same customer. However, it does include all customers or other entities that have entered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this subsection.

Section 5. Section 373.262, Florida Statutes, is created to read:

373.262 Large-scale data center permitting.—

(1) It is the intent of the Legislature that the development and operation of large-scale data centers in this state be managed under a permitting framework that ensures this state's water resources are used in the public interest, in a manner that is not harmful to the water resources of this state, and consistent with local government zoning regulations and comprehensive plans.

(2) Consistent with other provisions of this part, the governing board of a water management district or the department may not issue a permit to a large-scale data center applicant for an allocation of water if the proposed use of the water is harmful to the water resources of the area or is prohibited by the applicable local government zoning regulations and comprehensive plan. A permit shall be issued to a large-scale data center applicant for an allocation of water if the applicant establishes that the proposed use of water:

(a) Is a reasonable-beneficial use as defined in s. 373.019;

(b) Will not interfere with any presently existing legal use of water; and

(c) Is consistent with the public interest.

(3) The governing board or the department shall require the use of reclaimed water in lieu of all or a portion of a proposed use of surface water or groundwater by a large-scale data center applicant when:

(a) A suitable reclaimed water supply source is available and permitted;

(b) Reclaimed water distribution or supply lines are available at the property boundary in sufficient capacity and quality to serve the applicant’s needs;

(c) The applicant is capable of accessing the reclaimed water source through distribution or supply lines;

(d) Use of reclaimed water is environmentally, economically, and technically feasible; and

(e) Use of reclaimed water would not conflict with the requirements contained in the applicant’s surface water discharge permit, if applicable.

(4)(a) In addition to the requirements of s. 373.229, all permit applications made under this part requesting an allocation of at least an average daily flow of 100,000 gallons of water per day by a large-scale data center must contain:

1. All sources and amounts of water and losses of water used for cooling, industrial and treatment processes, personal or sanitary needs of employees, and landscape irrigation; and

2. A water conservation plan that, at a minimum, incorporates recycling cooling water before discharge or disposal, implementation of a leak detection and repair program, use of water efficient fixtures, and implementation of an employee awareness and education program concerning water conservation.

(b) Notwithstanding s. 373.229(4), the governing board or the department may not approve a permit application made under this part by a large-scale data center without a hearing.

Section 6. Subsection (2) of section 373.239, Florida Statutes, is amended to read:

373.239 Modification and renewal of permit terms.—

(2) If the proposed modification involves water use of

100,000 gallons or more per day or is proposed by a large-scale data center as defined in s. 373.203, the application shall be treated under the provisions of s. 373.229 in the same manner as the initial permit application. Otherwise, the governing board or the department may at its discretion approve the proposed modification without a hearing, provided the permittee establishes that:

(a) A change in conditions has resulted in the water allowed under the permit becoming inadequate for the permittee's need, or

(b) The proposed modification would result in a more efficient utilization of water than is possible under the existing permit.

Section 7. This act shall take effect July 1, 2026.