



Revised Agenda

Special Commission Meeting

1:00 PM - Tuesday, March 31, 2026
Commission Chambers

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. DELETIONS OR WITHDRAWALS TO THE AGENDA**
- 5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE**
- 6. PRESENTATIONS**
 - 6.1 Procurement Month Proclamation
 - 6.2 Colorectal Cancer Awareness Proclamation
 - 6.3 National Athletic Training Proclamation
- 7. ORDINANCE - FIRST READING**
 - 7.1 Consideration and Approval of Ordinance to Amend Sec. 2-45, Supplemental Commission Procedures (Agenda Preparation) - Sponsored by Commissioner Mohammed
ORDINANCE NO: 2026-009
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY AMENDING DIVISION 3, ENTITLED "MEETINGS;" AMENDING SECTION 2-45, ENTITLED, "SUPPLEMENTAL COMMISSION PROCEDURES;" AMENDING THE PROCEDURES RELATED TO THE PREPARATION OF THE COMMISSION AGENDA; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 7.2 Consideration of Alcohol License Ordinance Amendment — Sponsored by Town Planner Von der Meulen

ORDINANCE NO: 2026-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 3, ENTITLED “ALCOHOLIC BEVERAGES;” AMENDING ARTICLE I ENTITLED “IN GENERAL;” AMENDING SECTION 3-1 DEFINITIONS; AMENDING SECTION 3-2.5 EXTENDED HOURS LICENSE; AMENDING SECTION 3-4 PROXIMITY TO LICENSED BUSINESS; REPEALING AND REPLACING SECTION 3-5 PROXIMITY TO LICENSED BUSINESSES TO CHURCHES, SCHOOLS; AMENDING SECTION 3-6 NOISE RESTRICTION IN ESTABLISHMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

8. DISCUSSION

- 8.1 Discussion regarding the Bamboo Social Club - Sponsored by Mayor Jacobs
- 8.2 Discussion and possible action concerning the position of the Town Manager, including, but not limited to termination — Sponsored by Mayor Jacobs **(UPDATED ATTACHMENTS)**
- 8.3 Feasibility Study – Bringing Grant Writing In-House - Sponsored by Acting Clerk Commissioner Morrisette
- 8.4 Discussion and possible action on donating funds to Lake Forest and Watkins Elementary for Teacher Appreciation Week - Sponsored by Commissioner Mohammed **(ADDED)**

9. RESOLUTION

- 9.1 Consideration and Approval to Award RFQ 25-02 for Drainage and Stormwater — Sponsored by Procurement Administrator Woodbury
RESOLUTION NO: 2026-031
A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 FOR DRAINAGE AND STORMWATER ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
- 9.2 Consideration and Approval to Award RFQ 25-02 for Environmental Engineering Services — Sponsored by Procurement Administrator Woodbury
RESOLUTION NO: 2026-032
A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 ENVIRONMENTAL ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 9.3 Consideration and Approval to Award RFQ 25-02 for Surveying and Mapping — Sponsored by Procurement Administrator Woodbury

RESOLUTION NO: 2026-033

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 FOR SURVEYING AND MAPPING ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 9.4 Consideration and Approval to Award RFQ 25-02 for Transportation, Traffic and Roadway Engineering — Sponsored by Procurement Administrator Woodbury

RESOLUTION NO: 2026-034

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 FOR TRANSPORTATION, TRAFFIC AND ROADWAY ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

10. COMMISSIONER COMMENTS

11. ATTORNEY COMMENTS

12. TOWN MANAGER COMMENTS

13. ANNOUNCEMENTS

- 13.1 Special Commission Meeting, Wednesday, April 1, 2026 at 1:00 pm
Regular Commission meeting, Wednesday, April 8, 2026 at 7:00 pm
Special Magistrate Hearing, Wednesday, April 15, 2026 at 9:00 am
Workshop Commission Meeting, Wednesday, April 29, 2026 at 6:00 pm **(TENTATIVE)**

SPECIAL EVENTS

Food Giveaway, Saturday, April 25, 2026 at 9:00 am

14. 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:	Procurement Month Proclamation
Meeting Date:	Special Commission Meeting - March 31, 2026
Prepared For:	Special Commission
Staff Conact:	
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. March 2026 -Procurement Month

TOWN OF PEMBROKE PARK

PROCUREMENT MONTH



WHEREAS, *the public procurement profession plays a significant role in the efficiency and effectiveness of both government and business; and*

WHEREAS, *all members of public purchasing and procurement teams are considered procurement professionals for the purposes of this proclamation, regardless of their individual job title or any certifications earned; and*

WHEREAS, *in addition to the purchase of goods and services, procurement professionals add value to the organization by performing such functions such as executing, implementing and administering contracts, developing strategic procurement strategies, and cultivating effective relationships with suppliers and other departments within their agencies; and*

WHEREAS, *public procurement professionals serve as the gatekeepers of the competitive processes, and are entrusted with the responsibility of ensuring that those processes are conducted with fairness and transparency for our partners in the business community; and*

WHEREAS, *procurement professionals are committed to The Institute of Public Procurement's (NIGP) established procurement best practices, as well as the guiding principles of accountability, ethics, impartiality, professionalism, service and transparency; and*

WHEREAS, *public procurement professionals that are members of the Florida Association of Public Procurement Officials have tremendous influence on the economic conditions in the state; and*

WHEREAS, *The Florida Association of Public Procurement Officials is proud of the integrity, knowledge, volunteerism, and efficiency of its membership in performing their daily duties and promoting the profession.*

NOW, THEREFORE, *we, Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrisette, and Commissioner Ashira Mohammed, by virtue of the authority vested in us by the Town of Pembroke Park, hereby proclaim month of March as Procurement Month, as The Florida Association of Public Procurement Officials proclaim as well.*

PROCUREMENT MONTH

Dated the 31st day of March 2026.

Mayor Geoffrey Jacobs

Musfika Kashem

Vice Mayor Musfika Kashem

Clerk Commissioner William R. Hodgkins

Acting Clerk Commissioner Erik Morrisette

Commissioner Ashira Mohammed



Agenda Item Report

Subject:	Colorectal Cancer Awareness Proclamation
Meeting Date:	Special Commission Meeting - March 31, 2026
Prepared For:	Special Commission
Staff Contact:	
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. March 2026 - COLORECTAL CANCER AWARENESS MONTH



TOWN OF PEMBROKE PARK

COLORECTAL CANCER AWARENESS MONTH

WHEREAS, colorectal cancer is the second-leading cause of cancer deaths in the United States among men and women combined; and

WHEREAS, colorectal cancer is one of the few cancers that can be prevented with timely screening, but 1 in 3 eligible Americans are not up to date on screening²; and

WHEREAS, colorectal cancer is increasing at an alarming rate among young people and is the leading cause of cancer death for men and women under the age of 50³; and

WHEREAS, in 2025 there were approximately 154,270 new cases and 52,900 deaths from colorectal cancer in the U.S.⁴; and

WHEREAS, when colon cancer is found at an early stage (stage I-II), the 5-year survival rate is 91%, versus 16% when found at stage IV⁵; and

WHEREAS, the national goal established by the National Colorectal Cancer Roundtable is to strive to increase timely colorectal cancer screening rates to 80 percent in every community for all Americans eligible for screening; and

WHEREAS, observing a Colorectal Cancer Awareness Month during the month of March provides a special opportunity to increase awareness and offer education on the importance of early detection and screening of colorectal cancer; and

WHEREAS, Americans in rural areas are more likely to be diagnosed with and die from colorectal cancer than Americans in urban areas⁶; and

WHEREAS, American Indian, Alaska Natives, and Black Americans are more likely to be diagnosed with colorectal cancer and more likely to die from the disease than other groups⁷; and

WHEREAS colorectal cancer is expected to account for 12% of cancer deaths among Hispanic men and 9% of cancer deaths for Hispanic women⁸.

NOW, THEREFORE, we, Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrisette, and Commissioner Ashira Mohammed, by virtue of the authority vested in us by the Town of Pembroke Park, hereby proclaim March 2026:

COLORECTAL CANCER AWARENESS MONTH

Dated the 31st day of March 2026.

Mayor Geoffrey Jacobs

Musfika Kashem

Vice Mayor Musfika Kashem

Clerk Commissioner William R. Hodgkins

Acting Clerk Commissioner Erik Morrisette

Commissioner Ashira Mohammed



Agenda Item Report

Subject:	National Athletic Training Proclamation
Meeting Date:	Special Commission Meeting - March 31, 2026
Prepared For:	Special Commission
Staff Conact:	
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. March 2026 -NATIONAL ATHLETIC TRAINING MONTH

TOWN OF PEMBROKE PARK

NATIONAL ATHLETIC TRAINING MONTH



WHEREAS, the Athletic Trainers Association of Florida, Inc (ATAF) was founded in 1983 as an organization committed to the education of its members and the enhancement of the profession of athletic training, creating better health care for the population it serves; and

WHEREAS, Athletic Trainers from professional, collegiate, high school, and club sports teams; industries; hospitals and physician offices; rehabilitation clinics; collegiate and secondary school education; public safety (including law enforcement and fire rescue/first responders); and every branch of the United States military work together to promote and practice the profession of athletic training within the Town of Pembroke Park; and

WHEREAS, Athletic Trainers, as a member of the health care team, have a long history of providing quality health care for athletes and people engaged in regular physical activity; and

WHEREAS, Athletic Trainers are highly qualified, multi-skilled health care professionals who specialize in immediate, acute and emergency care; examination, assessment and diagnosis; injury prevention; risk management; therapeutic intervention; and rehabilitation of injury and illness; and

WHEREAS, the National Athletic Trainers' Association represents and supports more than 45,000 members of the athletic training profession, including more than 3049 Athletic Trainers in the State of Florida; and

WHEREAS, leading organizations concerned with athletic training and health care have united in a common commitment to raise public awareness of the importance of the profession of athletic training and the role of Athletic Trainers in the provision of quality health care services; and

WHEREAS, National Athletic Training Month (NATM) is held every March in order to spread awareness about the important work of athletic trainers.

NOW, THEREFORE, we, Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrisette, and Commissioner Ashira Mohammed, by virtue of the authority vested in us by the Town of Pembroke Park, hereby proclaim month of March as National Athletic Training Month, and urge all residents of the Town of Pembroke Park to join us in recognizing Athletic Trainers for their honorable work in providing an unparalleled continuum of care to their patients and keeping our community healthy.

NATIONAL ATHLETIC TRAINING MONTH 2026

Dated the 31st day of March 2026.

Mayor Geoffrey Jacobs

Musfika Kashem

Vice Mayor Musfika Kashem

Clerk Commissioner William R. Hodgkins

Acting Clerk Commissioner Erik Morrisette

Commissioner Ashira Mohammed



Agenda Item Report

Subject:	Consideration and Approval of Ordinance to Amend Sec. 2-45, Supplemental Commission Procedures (Agenda Preparation) - Sponsored by Commissioner Mohammed ORDINANCE NO: 2026-009 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY AMENDING DIVISION 3, ENTITLED "MEETINGS;" AMENDING SECTION 2-45, ENTITLED, "SUPPLEMENTAL COMMISSION PROCEDURES;" AMENDING THE PROCEDURES RELATED TO THE PREPARATION OF THE COMMISSION AGENDA; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - March 31, 2026
Prepared For:	Special Commission
Staff Contact:	Ashira Mohammed, Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	This ordinance updates the Town's Supplemental Commission Procedures to clarify the process for preparing Commission meeting agendas. Key provisions include: • Codifying the right of any duly elected Commission member to place items on the agenda and specifying

	that staff may not remove, delay, or alter such submissions. • Establishing rules for when an item may be removed from an agenda. • Reaffirming the Town Manager's administrative role and the Town Clerk's responsibility to compile and distribute agendas. • Setting deadlines for agenda submissions and allowing emergency additions only under exigent circumstances pursuant to Ch. 286, F.S. • Minor updates to procedural and decorum rules for Commission meetings. The ordinance provides for codification, conflicts, severability, and an effective date upon adoption.
Staff Recommendations:	
Procurement:	
Financial Implications:	There are no financial impacts.
Alternatives:	

Attachments:

1. Ordinance No: 2026-009
2. Business Impact Statement - First Reading

ORDINANCE NO. _____, 2026-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY AMENDING DIVISION 3, ENTITLED "MEETINGS;" AMENDING SECTION 2-45, ENTITLED, "SUPPLEMENTAL COMMISSION PROCEDURES;" AMENDING THE PROCEDURES RELATED TO THE PREPARATION OF THE COMMISSION AGENDA; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park seeks to ensure that meetings of the Town Commission are conducted in an orderly manner with the necessary formality in place to protect the rights and interests of all interested parties; and

WHEREAS, Sec. 2-45 of the Town's Code of Ordinances establishes supplement procedures for meetings of the Town Commission, including the preparation of the agenda for such meetings; and

WHEREAS, the Town Commission seeks to clarify and amend the process for the placement of items on the agenda by members of the Town Commission; and

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

WHEREAS, the Town Commission finds that amending the commission's procedures related to agenda preparation, as set for therein, 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, THAT:**

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 2 of the Town's Code of Ordinances, entitled "Administration," is amended by specifically amending Division 3, entitled "Meetings," by amending Sec. 2-45, entitled "Supplemental Commission Procedures," as follows:

Division 3 Meetings

Sec. 2-45 Supplemental Commission Procedures

These rules, consistent with the Town Charter and applicable Town ordinance, statute or other legal requirement shall govern the proceedings of the Town Commission.

- 1) *Authority of the Chair.* Subject to appeal to the full Town Commission, the Mayor shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the Town Commission by ruling any such matter out of order. In so ruling, the Mayor shall be courteous and fair and should presume that the moving party is acting in good faith. Any member of the Town Commission may move to require enforcement of the rules, and the affirmative vote of a majority of the Town Commission shall require the presiding officer to act. A majority vote of the Town Commission may overrule any parliamentary ruling made by the Mayor.
- 2) *Mayor to Facilitate Commission Meetings.* In the role of facilitator, the Mayor shall assist the Town Commission in focusing agenda discussions and deliberations.
- 3) *Commission Deliberation and Order of Speakers.* The Mayor has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of their request to speak. With the concurrence of the Mayor, a Commission member holding the floor may address a question to another Commission member and that Commission member may respond while the floor is still held by the Commission member asking the question. A Commission member may opt not to answer a question while another Commission member has the floor.
- 4) *Limit Deliberations to the Item at Hand.* Commission member shall limit their comments to the subject matter, time or motion being currently considered by the Town Commission.

- 5) *Length of Commissioner Comments.* Each time a Commission member is given an opportunity to speak on an item on the agenda, the Commission member shall limit their comments on the item to three (3) minutes. Each Commission member shall be given an opportunity to speak on an item before a Commission member is given a second opportunity to do so. The Mayor shall have discretion to grant additional time to members of the Commission to finish their comments on an agenda item.
- 6) *Obtaining the Floor.* Any member of the Town Commission wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor must recognize any Commission member who seeks the floor when appropriately entitled to do so.
- 7) *Motions.* Motions may be made by any member of the Town Commission, including the Mayor or the then-presiding officer, provided that before the Mayor or the then-presiding officer offer a motion, the opportunity for making a motion should be offered to other members of the Town Commission. Any member of the Town Commission, other than the person offering the motion, may second a motion.
- 8) *Procedures for Motions.* The following is the general procedure for making motions:
- a) Before a motion can be considered or debated, it must be seconded.
 - b) A Commission member who wishes to make a motion should do so through a verbal request to the Mayor.
 - c) A Commission member who wishes to second a motion should do so through a verbal request to the Mayor.
 - d) Once the motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Commission member properly recognized by the Mayor.
 - e) Once the matter has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, provided, however, Commission member may be allowed to explain their vote.
 - f) The motions set forth in Subsection (9) are examples of possible motions. Commission members may word motions in any common manner provided such motions and intended action is clear. The Mayor or then-presiding officer will confirm that each of the Commission members under the motion prior to calling for a vote on the motion.
 - g) When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to

an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

9) *Examples of Motions.*

- a) *Motion to Approve or Deny.* A motion to approve or deny is a proposal to take specific action. The maker of the motion may state “I move to approve/deny Agenda Item #...” or may state the recommended motion in clear and concise terms.
 - b) *Motion to Approve with Amendments.* A motion to approve a specific action may include amendments recommended by Town staff, another Commission member or the Town Attorney. The maker of the motion may state, “I move to approve Agenda Item #..... with the following amendments....” or may state the recommended motion in clear and concise terms.
 - c) *Motion to Reconsider.* A motion to reconsider indicates that a Commission member wants the Town Commission to reconsider a prior action of the Commission and, if successful, for the Commission to consider taking different action. A motion to reconsider may only be made by a Commission member who voted on the prevailing side of the motion they are seeking to have reconsidered. A motion to reconsider may be made at the same meeting or at the next succeeding meeting following the relevant Commission, provided that the reconsideration request complies with the requirements of Ch. 286, F.S. If the motion to reconsider a prior action is not made at the same meeting, such motion and the related agenda item must be posted on the agenda for the meeting at which the motion is to be reconsidered. If a motion to reconsider fails, the action seeking to be reconsidered remains in effect. If the motion to reconsider passes, then a motion is made for the different action on the item being reconsidered.
 - d) *Motion to Adjourn.* A motion to adjourn is to end a meeting. The maker of the motion may state, “I move to adjourn the meeting.” A motion to adjourn is not required to adjourn a meeting once all business on the meeting agenda is concluded.
 - e) *Withdrawal of Motion.* A withdrawal of a motion indicates a motion may be withdrawn or modified by the Commission member who originally made the motion at any time prior to passage. If a motion is withdrawn the Commission member who originally made the motion, or another Commission member may then make a motion to be seconded by another Commission member.
- 10) *Non-observance of Rule.* The procedures set forth in this section are intended to expedite and facilitate the transaction of the business of the Town Commission in an orderly fashion and shall be deemed to be procedural only. The failure of the Town Commission to strictly adhere to any of the rules set forth in this section shall not affect the jurisdiction of, or invalidate any action taken by, the Town Commission.

11) *Decorum.* Members of the Town commission, staff members, citizens and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting, and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. No personal, verbal attacks towards any individual by either the Commission staff, citizens or other shall be allowed during any meeting of the Commission. Any persons making impertinent or slanderous remarks or who becomes boisterous or disruptive while addressing the Commission or who otherwise violates the Town's Code of Conduct, as set forth in Sec. 2-16 of the Town's Code of Ordinances, shall, after two (2) warnings, be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission, unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

12) *Town Commission Meeting agenda.*

a) The Town Manager, or his/her designee shall be responsible for preparing the agenda for all city commission meetings. City staff may request that a matter of business be placed on the agenda provided sufficient notice is provided to the Town Commission and the Town Manager. Unless otherwise provided for in this section, items previously brought before the Town Commission for consideration or for an expression of interest on three (3) occasions, may not be brought forward for reconsideration or expression of interest again before six (6) months have lapsed from the last consideration or expression of interest pertaining to said item, unless a super majority four-fifths ($\frac{4}{5}$) of the Town Commission agrees to reconsider the item. All proposed agenda items shall be delivered to the Town Clerk's office at a minimum of six (6) business days before a city commission meeting.

~~b) Members of the Town Commission may submit items for placement on the agenda~~
Placement of items on the agenda by members of the Town Commission:

~~1) Any duly elected member of the Town Commission shall have the authority to place items on the agenda of any meeting of the Town Commission. All proposed agenda items shall be delivered to the Town Clerk at a minimum of six (6) business days before a Town Commission meeting. These items shall be part of the meeting notice and part of the meeting agenda. No member of the Town Commission may present more than four (4) items at any meetings. Commission members adding items to the agenda must include an agenda cover sheet, fiscal impact of the item, and sufficient back-up to their item to ensure that the public has a reasonable understanding of the item's intent. The limitations on agenda items herein shall not include proclamations or keys to the Town.~~

~~2) The administrative responsibility for preparing the agenda, as set forth in this section, shall not be interpreted to grant Town staff the authority to remove,~~

refuse, delay or alter an item from an agenda that has been properly submitted by a member of the Town Commission.

3) The Town Manager, the Town Clerk of administrative staff may assist members of the Town Commission with the formatting, organization and preparation of agenda materials for distribution, but such administrative functions shall not include discretionary authority to remove or reject an agenda item submitted by a member of the Town Commission.

4) Removal of Commissioner Items. An agenda item submitted by a commission member may only be removed from the agenda by the sponsoring commissioner or by a majority vote of the Town Commission occurring a publicly noticed meeting. Neither the Town Manager, nor any other administrative employee shall have the authority to remove an item placed on the agenda by a member of the Town Commission.

4)5) Timing Requirements. Members of the Town Commission shall submit agenda items in accordance with the agenda deadlines set forth in Sec. 12(a), unless the item is being placed on an emergency meeting agenda or waived by a majority vote of the Town Commission. Failure to meet these agenda deadlines shall not be grounds for permanent denial of an item, but may result in the placement of the item on the next available meeting agenda.

b)c) _____ It is the responsibility of the Town Clerk to compile and deliver the agenda and all supporting documentation under the general supervision and direction of the Town Manager. All members of the Town organization are encouraged to cooperate with the clerk in making the agenda complete and accurate. Pursuant to F.S. Ch. 286, as amended from time to time, additional items may only be added to the agenda under exigent circumstances to protect to life, health, safety and welfare of the citizens and residents of the Town. The Town Manager may request additional time to study an item not included on the agenda but presented for action at the meeting.

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.

Section 6. 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 remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective upon 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

VOTE

ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____
ERIK MORRISSETTE	_____



BUSINESS IMPACT ESTIMATE¹

Meeting Date: March 31, 2026

Agenda Item No. 7.1

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

This ordinance amends Section 2-45 of the Town Code to clarify and update the procedures for preparing, placing, and administratively handling agenda items for Town Commission meetings. The revisions improve procedural transparency, confirm the authority of elected Commission members to place items on agendas, and refine the respective responsibilities of the Town Manager and Town Clerk in the agenda preparation process.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

None.

b. New Charges/Fees on Businesses Impacted:

None.

c. Estimate of Regulatory Costs:

None.

Good Faith Estimate of Number of Businesses Likely Impacted: No direct business impacts are anticipated.

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).

ORDINANCE NO. 2026-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 3, ENTITLED “ALCOHOLIC BEVERAGES;” AMENDING ARTICLE I ENTITLED “IN GENERAL;” AMENDING SECTION 3-1 DEFINITIONS; AMENDING SECTION 3-2.5 EXTENDED HOURS LICENSE; AMENDING SECTION 3-4 PROXIMITY TO LICENSED BUSINESS; REPEALING AND REPLACING SECTION 3-5 PROXIMITY TO LICENSED BUSINESSES TO CHURCHES, SCHOOLS; AMENDING SECTION 3-6 NOISE RESTRICTION IN ESTABLISHMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b), Florida Constitution, Chapter 166 Florida Statutes (Municipal Home Rules Powers Act); grants municipalities the power to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, Title XXXIV, Florida Statutes (Alcoholic Beverages and Tobacco); establishes licensing of operations engaging in the sale of alcoholic beverages in the State,

WHEREAS, the Town has adopted Chapter 3 (Alcoholic Beverages) regulating the sale and on-premises consumption of alcoholic beverages within the Town,

WHEREAS, the Town Commission seeks to amend certain provisions of the Town’s alcoholic beverages chapter to conform with state regulations, adopt state definitions, align Chapter provisions with the intention of the MXE district, and further define separation requirements; and

WHEREAS, the amendments included herein clarify the Town’s current code and otherwise provide additional flexibility for applicable businesses, and ;

WHEREAS, the general purpose and intent of this ordinance is to provide proper regulations in the best interest of the health, safety, welfare, and aesthetics of the community and the proper administration of its government; and

WHEREAS, the Town Commission has conducted a public hearing in accordance with the requirements of Florida law; and

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

Section 1: That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2: Chapter 3 entitled “ALCOHOLIC BEVERAGES” of the Code of Ordinances of the Town of Pembroke Park, Florida is hereby amended to read as follows:

Sec. 3-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverages means distilled spirits and all beverages containing more than one-half of one (1) percent or more of alcohol by weight volume. The percentage of alcohol by volume shall be determined by measuring the volume of the standard ethyl alcohol in the beverage and comparing it with the volume of the remainder of the ingredients as though said remainder ingredients were distilled water.

Beer ~~means~~ shall have the same meaning as “beer” and “malt beverage” as provided in Section 563.01, F.S., as amended. all malt beverages containing more than one (1) percent of alcohol by weight and not over fourteen (14) percent by weight. ~~alcohol by volume.~~

Condo Bar means any condominium accommodation of which no fewer than 100 condominium units are wholly rentable to transients and which is licensed Chapter 509, Florida Statutes.

Consumption off the premises means selling of beers, wines, or alcoholic beverages of every kind

in the original unbroken containers to be taken by the purchaser off the premises where sold before being consumed.

Consumption on the premises means consumption of beer, wine or alcoholic beverages of any kind upon the premises where purchased, or the right to sell by the drink or bottle such beverages for consumption where purchased.

Convenience store means any place of business that is primarily engaged in the retail sale of groceries, or both groceries and gasoline, that is open for business at any time between the hours of 11 p.m. and 5 a.m., and that is licensed by the Division of Alcoholic Beverages and Tobacco.

Grocery store means any place of business that is primarily engaged in the retail sale of groceries such as vegetables, dairy, bakery, and other non-alcoholic retail products and is in excess of 5,000 square feet of floor space.

Hotel Bar means any hotel, motel, or motor court of not fewer than 100 guest rooms, or historic hotel or motel with fewer than 100 guest rooms, which derives at least 60 percent of its gross revenue from the rental of hotel or motel rooms and the sale of food and non-alcoholic beverages, and which is licensed as a public lodging establishment by the Division of Hotels and Restaurants.

Intoxicating beverages means ~~all liquors, wines and beers~~ only those alcoholic beverages containing more than ~~three and two tenths (3.2)~~ four and seventh thousandths (4.007) of a percent of alcohol by ~~weight~~ volume.

Liquor means ~~and includes any kind and all distilled or rectified spirits, brandy, whiskey, rum, gin, cordials or similar distilled alcoholic beverages, including all dilutions and mixtures of one (1) or more of the foregoing~~ that substance known as ethyl alcohol, ethanol, or spirits of wine in any form, including all dilutions and mixtures thereof from whatever source or by whatever process produced.

Package store means vendors licensed to sell all alcoholic beverages, but in sealed containers only, and for consumption off the premises. The sealed package must not be broken, and the contents must not be consumed in or on the premises, ~~under a package store license.~~

Restaurant, means a bona fide food service establishment that has a minimum of 2,000 square feet of service area, is equipped to serve meals to 120 persons at one time, has at least 120 physical seats available for patrons to use during operating hours, holds itself out as a restaurant, and derives at least 51 percent of its gross food and beverage revenue from the sale of food and nonalcoholic beverages during the first 120-day operating period and the first 12-month operating period thereafter. The sale of beers, wines and liquor shall be prohibited except during the time the restaurant is actually engaged in and open to the public for the serving of full course meals.

Vendor means all persons selling or keeping with the intention to sell, or dealing in, the beverages defined in this section. This does not include grocery or drug stores in excess of 5,000 square feet of floor space.

Wine means ~~the product of the normal alcoholic fermentation of the juice of fresh, sound, ripe fruit, with the usual cellar treatment and necessary additions to correct defects due to climatic saccharine and seasonal conditions, including champagne, sparkling and fortified wine of an alcoholic content not to exceed twenty four (24) percent by volume. No other product shall be called "wine" unless designated by appropriate prefixes descriptive of the fruit or other product from which the same was predominantly produced or as artificial or imitation wine.~~ all beverages made from fresh fruits, berries, or grapes, either by natural fermentation or by natural fermentation with brandy added, in the manner required by the laws and regulations of the United States, and includes all sparkling wines, champagnes, combination of the aforesaid beverages, sake, vermouths, and like products. Sugar, flavors, and coloring materials may be added to wine to make

it conform to the consumer's taste, except that the ultimate flavor or the color of the product may not be altered to imitate a beverage other than wine or to change the character of the wine.

Sec. 3-2.5. Extended hours license.

(a) Any vendor of alcoholic beverages operating as a restaurant ~~or restaurant bar~~ in the Town which is duly and regularly licensed by the State to prepare, sell and serve full course meals to the public and such vendor of alcoholic beverages is duly and regularly licensed by the State and the Town to sell and dispense alcoholic beverages, wine, or beer therein, may apply for an extended hours license for the sale of alcoholic beverages, wine, or beer between the hours of midnight and 6:00 a.m. The applicant for extended hours license shall complete an application form prepared by the Town and pay a nonrefundable application fee in the amount of one thousand five hundred dollars (\$1,500.00) to defray the Town's cost of processing the application in addition to the license fee. No application shall be accepted by the Town unless the application form is fully completed and accompanied by the application fee.

The application shall be processed by the Town Staff and placed on the Planning and Zoning Board agenda for a public hearing and applicant shall be notified of the date and time of such public hearing. Following the public hearing, the Planning and Zoning Board shall make a recommendation to the Town Commission that they grant the license, deny the license, or grant the license subject to specific conditions. Upon such recommendation by the Planning and Zoning Board, the application shall be placed on the Town Commission agenda for a public hearing, and the applicant shall be notified of the date and time of the Town Commission public hearing on such application. The Town Commission, after the public hearing may grant the license, deny the

license or grant the license subject to specific conditions.

~~(b) — For the purposes of this section, a restaurant bar means a bar operated in connection with a restaurant and by the same owner or management, and in a business zone area, which restaurant has all necessary equipment and supplies for and serves full course meals regularly and having accommodations at all times for the service of seventy five (75) or more patrons and occupying more than two thousand (2,000) square feet of space inside a permanent building. The sale of beers, wines and liquor shall be prohibited except during the time the restaurant is actually engaged in and open to the public for the serving of full course meals.~~

~~For the purposes of this section, a restaurant is defined as any food establishment where the principal business is to prepare, sell, and regularly serve full course meals to the public; where the establishment has adequate and sanitary kitchen and dining room equipment; and where the sale of alcoholic beverages shall be strictly incidental to the serving of food. The sale of any alcoholic beverages shall be prohibited except during the time the restaurant is actually engaged in and open to the public for the serving of full course meals.~~

(c) The specific criteria for the Planning and Zoning Board's evaluation of an application and for the Town Commission's determination in making a decision on the application may include, without being limited to, the following:

(1) The amount of off-street parking in relation to the demands created by the extra hours of operation, especially with regard to the adverse impact on adjacent residential areas of any illegal or hazardous parking.

(2) The amount and degree of law enforcement activities generated by the operation of any restaurant ~~or restaurant bar~~, both outside and inside the particular location, with particular emphasis on vandalism, noise, vehicular use by patrons and illegal activity of any kind of

employees, patrons or others associated with the establishments.

(3) The adverse effects, if any, that the extended hours of operation will have on neighboring properties, especially with respect to the effects of noise, parking and glare from headlights or exterior lighting on nearby residential properties.

Sec. 3-4. Proximity of licensed business.

No extended hour license shall be issued to sell any alcoholic or intoxicating beverages, except beer and wine, for consumption on or off the premises under provisions of this chapter shall be issued or renewed for in any place of business located within: ~~five hundred (500) feet by following the shortest route by pedestrian travel, measured from main entrance to main entrance of the place of business, in which there is already a retail vendor's license to sell such alcoholic or intoxicating beverages for consumption on or off the premises; nor shall such license be issued during the period in which the existing license is renewable at such location; provided, however, that the owner by vested right of a license to do business within the prohibited area may transfer the license to another location within the same prohibited area.~~

<u>Proximity of Licensed Business</u>	
<u>Existing Use</u>	<u>Minimum Separation*</u>
<u>Licensed Alcoholic Beverage Establishment</u>	<u>500 feet</u>
<u>Sexually Oriented Business</u>	
<u>Place of Worship</u>	<u>300 feet</u>
<u>School</u>	
<u>Child Care Facility</u>	

*Separation is measured from the main entrance to main entrance of the establishments by the shortest route of ordinary pedestrian travel.

Whenever a license has been lawfully procured and thereafter a church or school is established within a distance otherwise prohibited by law, the establishment of such church or school shall not be cause for the revocation of the license or prevent the subsequent renewal of same.

Sec. 3-5. Proximity of licensed businesses to churches, schools.

~~No license shall be issued under the provisions of this chapter to any person at any location within three hundred (300) feet from any established church or school, measured by following the shortest distance by pedestrian travel from main entrance to main entrance, except that in case of a school to the nearest point of the school grounds used as part of the school facilities. Whenever a license has been lawfully procured and thereafter a church or school is established within a distance otherwise prohibited by law, the establishment of such church or school shall not be cause for the revocation of the license or prevent the subsequent renewal of same.~~

Sec. 3-5 . Exceptions to Minimum Separation Requirement.

Vendors issued a licensed to sell alcoholic beverages by the Division of Alcoholic Beverages and Tobacco under applicable state law shall not be subject to the minimum separation requirements for after-hours licenses, as set forth in Sec. 3-4 as set forth below:

<u>Exceptions to Minimum Separation Requirements</u>		
<u>Use & Criteria</u>	<u>Licensed Alcoholic Beverage Establishment and Sexually Oriented Business</u>	<u>Place of Worship, School, and Child Care Facility</u>
<u>Vendors exempt by Section 561.20, F.S.</u>	<u>Exempt</u>	<u>Exempt</u>

<u>An establishment limited by its state beverage license for the distribution of alcoholic beverages to vendors and other distributors</u>	<u>Exempt</u>	<u>Exempt</u>
<u>Grocery or convenience store not exceeding 20% of the total display area for alcoholic products</u>	<u>Exempt</u>	<u>Exempt</u>
<u>A bowling alley that contains more than twelve (12) bowling lanes</u>	<u>Exempt</u>	<u>Exempt</u>
<u>A motion picture theater that contains more than 100 seats</u>	<u>Exempt</u>	<u>Exempt</u>
<u>A restaurant as defined by this Article</u>	<u>Exempt</u>	<u>Exempt</u>
<u>A condo bar or hotel bar</u>	<u>Exempt</u>	<u>Exempt</u>
<u>A lodge, benevolent club, or athletic club which limits on-premise consumption of alcoholic beverages to only lodge or club members</u>	<u>Exempt</u>	<u>Exempt</u>
<u>A use located on city owned property</u>	<u>Exempt</u>	<u>Exempt</u>
<u>Any licensed operation within the MXE district</u>	<u>Exempt</u>	<u>Exempt</u>

Sec. 3-6. Noise restriction in establishments.

No person shall allow or permit, between the hours of 11:00 p.m. and 7:00 a.m. the following morning, instrumental music, singing or other forms of entertainment, in any room where beers, wines, liquors or alcoholic beverages are sold or offered for sale, indoors or outdoors, unless such room or rooms are soundproofed in order that the noise therefrom may not disrupt the peace and quiet of the neighborhood. It is intended by this section that in rooms soundproofed, music, singing and other forms of entertainment may be conducted during hours that alcoholic beverages may be sold, as set forth in this chapter, but at no other hours. Vendors within the MXE district are exempt from these noise restrictions, but remain subject to all other sections of this code.

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 of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, relettered 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 ____ DAY OF _____, 202_.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF _____, 202_.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

Jacob G. Horowitz
Interim Town Attorney

VOTE

CODE: ~~Strikethrough~~ indicates deletion. Underline indicates additions.

The 2025 Florida Statutes

[Title XXXIV](#)[Chapter 561](#)[View Entire Chapter](#)[ALCOHOLIC BEVERAGES AND TOBACCO](#) [BEVERAGE LAW: ADMINISTRATION](#)**561.20 Limitation upon number of licenses issued.—**

(1) No license under s. [565.02\(1\)\(a\)-\(f\)](#), inclusive, shall be issued so that the number of such licenses within the limits of the territory of any county exceeds one such license to each 7,500 residents within such county. Regardless of the number of quota licenses issued prior to October 1, 2000, on and after that date, a new license under s. [565.02\(1\)\(a\)-\(f\)](#), inclusive, shall be issued for each population increase of 7,500 residents above the number of residents who resided in the county according to the April 1, 1999, Florida Estimate of Population as published by the Bureau of Economic and Business Research at the University of Florida, and thereafter, based on the last regular population estimate prepared pursuant to s. [186.901](#), for such county. Such population estimates shall be the basis for annual license issuance regardless of any local acts to the contrary. However, such limitation shall not prohibit the issuance of at least three licenses in any county that may approve the sale of intoxicating liquors in such county.

(2)(a) The limitation of the number of licenses as provided in this section does not prohibit the issuance of a special license to:

1. Any bona fide hotel, motel, or motor court of not fewer than 80 guest rooms in any county having a population of less than 50,000 residents, and of not fewer than 100 guest rooms in any county having a population of 50,000 residents or greater; or any bona fide hotel or motel located in a historic structure, as defined in s. [561.01\(20\)](#), with fewer than 100 guest rooms which derives at least 51 percent of its gross revenue from the rental of hotel or motel rooms, which is licensed as a public lodging establishment by the Division of Hotels and Restaurants; provided, however, that a bona fide hotel or motel with no fewer than 10 and no more than 25 guest rooms which is a historic structure, as defined in s. [561.01\(20\)](#), in a municipality that on the effective date of this act has a population, according to the University of Florida's Bureau of Economic and Business Research Estimates of Population for 1998, of no fewer than 25,000 and no more than 35,000 residents and that is within a constitutionally chartered county may be issued a special license. This special license shall allow the sale and consumption of alcoholic beverages only on the licensed premises of the hotel or motel. In addition, the hotel or motel must derive at least 60 percent of its gross revenue from the rental of hotel or motel rooms and the sale of food and nonalcoholic beverages; provided that this subparagraph shall supersede local laws requiring a greater number of hotel rooms;

2. Any condominium accommodation of which no fewer than 100 condominium units are wholly rentable to transients and which is licensed under chapter 509, except that the license shall be issued only to the person or corporation that operates the hotel or motel operation and not to the association of condominium owners;

3. Any condominium accommodation of which no fewer than 50 condominium units are wholly rentable to transients, which is licensed under chapter 509, and which is located in any county having home rule under s. 10 or s. 11, Art. VIII of the State Constitution of 1885, as amended, and incorporated by reference in s. 6(e), Art. VIII of the State Constitution, except that the license shall be issued only to the person or corporation that operates the hotel or motel operation and not to the association of condominium owners;

4. A bona fide food service establishment that has a minimum of 2,000 square feet of service area, is equipped to serve meals to 120 persons at one time, has at least 120 physical seats available for patrons to use during operating hours, holds itself out as a restaurant, and derives at least 51 percent of its gross food and beverage

revenue from the sale of food and nonalcoholic beverages during the first 120-day operating period and the first 12-month operating period thereafter. Subsequent audit timeframes must be based upon the audit percentage established by the most recent audit and conducted on a staggered scale as follows: level 1, 51 percent to 60 percent, every year; level 2, 61 percent to 75 percent, every 2 years; level 3, 76 percent to 90 percent, every 3 years; and level 4, 91 percent to 100 percent, every 4 years. A licensee under this subparagraph may sell or deliver alcoholic beverages in a sealed container for off-premises consumption if the sale or delivery is accompanied by the sale of food within the same order. Such authorized sale or delivery includes wine-based and liquor-based beverages prepared by the licensee or its employee and packaged in a container sealed by the licensee or its employee. This subparagraph may not be construed to authorize public food service establishments licensed under this subparagraph to sell a bottle of distilled spirits sealed by a manufacturer. Any sale or delivery of malt beverages must comply with the container size, labeling, and filling requirements imposed under s. 563.06. Any delivery of an alcoholic beverage under this subparagraph must comply with s. 561.57. An alcoholic beverage drink prepared by the vendor and sold or delivered for consumption off the premises must be placed in a container securely sealed by the licensee or its employees with an unbroken seal that prevents the beverage from being immediately consumed before removal from the premises. Such alcoholic beverage also must be placed in a bag or other container that is secured in such a manner that it is visibly apparent if the container has been subsequently opened or tampered with, and a dated receipt for the alcoholic beverage and food must be provided by the licensee and attached to the bag or container. If transported in a motor vehicle, an alcoholic beverage that is not in a container sealed by the manufacturer must be placed in a locked compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle. It is a violation of the prohibition in s. 562.11 to allow any person under the age of 21 to deliver alcoholic beverages on behalf of a vendor. The vendor or the agent or employee of the vendor must verify the age of the person making the delivery of the alcoholic beverage before allowing any person to take possession of an alcoholic beverage for the purpose of making a delivery on behalf of a vendor under this section. A food service establishment granted a special license on or after January 1, 1958, pursuant to general or special law may not operate as a package store and may not sell intoxicating beverages under such license after the hours of serving or consumption of food have elapsed. Failure by a licensee to meet the required percentage of food and nonalcoholic beverage gross revenues during the covered operating period shall result in revocation of the license or denial of the pending license application. A licensee whose license is revoked or an applicant whose pending application is denied, or any person required to qualify on the special license application, is ineligible to have any interest in a subsequent application for such a license for a period of 120 days after the date of the final denial or revocation;

5. Any caterer, deriving at least 51 percent of its gross food and beverage revenue from the sale of food and nonalcoholic beverages at each catered event, licensed by the Division of Hotels and Restaurants under chapter 509. This subparagraph does not apply to a culinary education program, as defined in s. 381.0072(2), which is licensed as a public food service establishment by the Division of Hotels and Restaurants and provides catering services. Notwithstanding any law to the contrary, a licensee under this subparagraph shall sell or serve alcoholic beverages only for consumption on the premises of a catered event at which the licensee is also providing prepared food, and shall prominently display its license at any catered event at which the caterer is selling or serving alcoholic beverages. A licensee under this subparagraph shall purchase all alcoholic beverages it sells or serves at a catered event from a vendor licensed under s. 563.02(1), s. 564.02(1), or licensed under s. 565.02(1) subject to the limitation imposed in subsection (1), as appropriate. A licensee under this subparagraph may not store any alcoholic beverages to be sold or served at a catered event. Any alcoholic beverages purchased by a licensee under this subparagraph for a catered event that are not used at that event must remain with the customer; provided that if the vendor accepts unopened alcoholic beverages, the licensee may return such alcoholic beverages to the vendor for a credit or reimbursement. Regardless of the county or counties in which the licensee operates, a licensee under this subparagraph shall pay the annual state license tax set forth in s. 565.02(1)(b). A licensee under this subparagraph must maintain for a period of 3 years all records and receipts for each catered event, including all contracts, customers' names, event locations, event dates, food purchases and sales, alcoholic beverage purchases and sales, nonalcoholic beverage purchases and sales, and any other records required by the department by rule to

demonstrate compliance with the requirements of this subparagraph. Notwithstanding any law to the contrary, any vendor licensed under s. 565.02(1) subject to the limitation imposed in subsection (1), may, without any additional licensure under this subparagraph, serve or sell alcoholic beverages for consumption on the premises of a catered event at which prepared food is provided by a caterer licensed under chapter 509. If a licensee under this subparagraph also possesses any other license under the Beverage Law, the license issued under this subparagraph may not authorize the holder to conduct activities on the premises to which the other license or licenses apply that would otherwise be prohibited by the terms of that license or the Beverage Law. This section does not permit the licensee to conduct activities that are otherwise prohibited by the Beverage Law or local law. The Division of Alcoholic Beverages and Tobacco is hereby authorized to adopt rules to administer the license created in this subparagraph, to include rules governing licensure, recordkeeping, and enforcement. The first \$300,000 in fees collected by the division each fiscal year pursuant to this subparagraph shall be deposited in the Department of Children and Families' Operations and Maintenance Trust Fund to be used only for alcohol and drug abuse education, treatment, and prevention programs. The remainder of the fees collected shall be deposited into the Hotel and Restaurant Trust Fund created pursuant to s. 509.072; or

6. A culinary education program as defined in s. 381.0072(2) which is licensed as a public food service establishment by the Division of Hotels and Restaurants.

a. This special license shall allow the sale and consumption of alcoholic beverages on the licensed premises of the culinary education program. The culinary education program shall specify designated areas in the facility where the alcoholic beverages may be consumed at the time of application. Alcoholic beverages sold for consumption on the premises may be consumed only in areas designated under s. 561.01(11) and may not be removed from the designated area. Such license shall be applicable only in and for designated areas used by the culinary education program.

b. If the culinary education program provides catering services, this special license shall also allow the sale and consumption of alcoholic beverages on the premises of a catered event at which the licensee is also providing prepared food. A culinary education program that provides catering services is not required to derive at least 51 percent of its gross revenue from the sale of food and nonalcoholic beverages. Notwithstanding any law to the contrary, a licensee that provides catering services under this sub-subparagraph shall prominently display its beverage license at any catered event at which the caterer is selling or serving alcoholic beverages. Regardless of the county or counties in which the licensee operates, a licensee under this sub-subparagraph shall pay the annual state license tax set forth in s. 565.02(1)(b). A licensee under this sub-subparagraph must maintain for a period of 3 years all records required by the department by rule to demonstrate compliance with the requirements of this sub-subparagraph.

c. If a licensee under this subparagraph also possesses any other license under the Beverage Law, the license issued under this subparagraph does not authorize the holder to conduct activities on the premises to which the other license or licenses apply that would otherwise be prohibited by the terms of that license or the Beverage Law. This subparagraph does not permit the licensee to conduct activities that are otherwise prohibited by the Beverage Law or local law. Any culinary education program that holds a license to sell alcoholic beverages shall comply with the age requirements set forth in ss. 562.11(4), 562.111(2), and 562.13.

d. The Division of Alcoholic Beverages and Tobacco may adopt rules to administer the license created in this subparagraph, to include rules governing licensure, recordkeeping, and enforcement.

e. A license issued pursuant to this subparagraph does not permit the licensee to sell alcoholic beverages by the package for off-premises consumption.

However, any license heretofore issued to any such hotel, motel, motor court, or restaurant or hereafter issued to any such hotel, motel, or motor court, including a condominium accommodation, under the general law may not be moved to a new location, such license being valid only on the premises of such hotel, motel, motor court, or restaurant. Licenses issued to hotels, motels, motor courts, or restaurants under the general law and held by such hotels, motels, motor courts, or restaurants on May 24, 1947, shall be counted in the quota limitation contained in subsection (1). Any license issued for any hotel, motel, or motor court under this law shall be issued only to the

owner of the hotel, motel, or motor court or, in the event the hotel, motel, or motor court is leased, to the lessee of the hotel, motel, or motor court; and the license shall remain in the name of the owner or lessee so long as the license is in existence. Any special license now in existence heretofore issued under this law cannot be renewed except in the name of the owner of the hotel, motel, motor court, or restaurant or, in the event the hotel, motel, motor court, or restaurant is leased, in the name of the lessee of the hotel, motel, motor court, or restaurant in which the license is located and must remain in the name of the owner or lessee so long as the license is in existence. Any license issued under this section shall be marked "Special," and nothing herein provided shall limit, restrict, or prevent the issuance of a special license for any restaurant or motel which shall hereafter meet the requirements of the law existing immediately before the effective date of this act, if construction of such restaurant has commenced before the effective date of this act and is completed within 30 days thereafter, or if an application is on file for such special license at the time this act takes effect; and any such licenses issued under this proviso may be annually renewed as now provided by law. Nothing herein prevents an application for transfer of a license to a bona fide purchaser of any hotel, motel, motor court, or restaurant by the purchaser of such facility or the transfer of such license pursuant to law.

(b) Any county in which special licenses were issued under the provisions of s. 561.20(2)(b) in effect prior to the effective date of this act shall continue to qualify for such licenses pursuant to those provisions in effect prior to the effective date of this act, and shall not be affected by the provisions of paragraph (a), except that in such counties, any restaurant located in a specialty center built on governmentally owned land shall be subject to the provisions of paragraph (a).

1. A specialty center means any development having at least 50,000 square feet of leasable area, containing restaurants, entertainment facilities, and specialty shops, and located adjacent to a navigable water body. Alcoholic beverages sold for consumption on the premises by a vendor in a specialty center may be consumed within the specialty center but may not be removed from such premises.

2. A specialty center also means any enclosed development that has at least 170,000 square feet of leasable area that is under the dominion and physical control of the owner or manager of the enclosed development, containing restaurants, entertainment facilities, specialty shops, and a movie theater with at least 18 operating screens. Alcoholic beverages sold for consumption on the premises by a vendor in a specialty center may be consumed only in areas designated pursuant to s. 561.01(11) and may not be removed from the designated area.

(c) In addition to any special licenses that may be issued under the provisions of paragraph (a), the division is authorized to issue special licenses to qualified applicants who own or lease bowling establishments having 12 or more lanes and all necessary equipment to operate them. Any license issued for any bowling establishment under the provisions of this paragraph shall be issued only to the owner of the bowling establishment or, in the event the bowling establishment is leased, to the lessee of the bowling establishment; and the license shall remain in the name of the owner or lessee so long as the license is in existence. Any such license issued under this paragraph shall not be moved to a new location. No license issued pursuant to this paragraph shall permit the licensee to sell alcoholic beverages by the package for off-the-premises consumption. The provisions of this paragraph do not preclude any bowling establishment from holding a beverage license issued pursuant to any other provision of this section.

(d) Any board of county commissioners may be issued a special license which shall be issued in the name of the county and be applicable only in and for facilities which are owned and operated by the county and in which the sale and consumption of alcoholic beverages are not otherwise prohibited. The license may be transferred from one qualified county facility to another upon written notification to the department.

(e) The owner of a hotel, motel, or motor court may lease his or her restaurant operation to another corporation, individual, or business association that, upon meeting the requirements for a restaurant license set forth in this chapter, may operate independently of the hotel, motel, or motor court and be permitted to provide room service for alcoholic and intoxicating beverages within such hotel, motel, or motor court in which the restaurant is located.

(f) In addition to the exceptions set forth in this subsection, no such limitation of the number of licenses as herein provided shall prohibit the issuance of special airport licenses as defined in s. 561.01(12) to restaurants that

are a part of, or serve, publicly owned or leased airports. The special airport license provided for herein shall allow for consumption within designated areas of the airport terminal as defined in s. 561.01(13). Any holder of such special license located at a publicly owned and operated airport may sell and serve alcoholic beverages for consumption on the premises to the general public under such license in not more than four places or locations in control of the holder of such license. Any license so issued may not be transferred to a new location, except that a vendor operating a place of business under a special license may transfer such license when the publicly owned or leased airport at which the vendor operates a place of business under a special license moves its terminal facilities on the same airport premises, or when the airport is required by law to move its entire operation to a new location. Any license so issued shall entitle the vendor operating a place of business under such license to sell to airlines vinous beverages and distilled spirits in sealed miniature containers and other alcoholic beverages for consumption on the aircraft using the facility, but only for consumption by the passengers of the aircraft when such aircraft is airborne.

(g) In addition to any special licenses issued under the Beverage Law, the division may issue a special license for consumption on the premises only to any public fair or exposition which is organized in accordance with chapter 616. No licensee under this special license shall enter into any exclusive contract for its use. The special license may not be used in connection with any youth agricultural activity or during any regularly scheduled public fair or exposition, and such license may be used only in connection with special events held on the premises of the fairgrounds, which premises are considered to be licensed premises under the dominion and control of the public fair or exposition authority at all times. This special license is not transferable.

(h) In addition to any special licenses issued under the Beverage Law, the division may issue a special license for consumption on the premises only to any civic center authority or sports arena authority which is authorized by state law or by a local government ordinance or which civic center or sports arena is otherwise owned by a political subdivision of this state. The license may be transferred to a qualified applicant authorized by contract with the authority to provide food service for the facility. The license shall at all times remain the exclusive property of the authority, and upon termination by any manner of the contract between the authority and the applicant concerning the furnishing of food service, the license shall revert to the authority by operation of law.

(i) The division shall not charge a fee in excess of \$250 for the license authorized by paragraph (g) or paragraph (h).

(j) In addition to any special licenses issued under the Beverage Law, the division may issue a special license for consumption on the premises only to a performing arts center, provided that any consumption of alcoholic beverages under this license, except as part of food and beverage service for banquets or receptions, may occur only in conjunction with an artistic, educational, cultural, promotional, civic, or charitable event occurring on the premises under the authorization of or offered directly by the performing arts center. The license may be transferred to a qualified applicant authorized by contract with the performing arts center to provide food and beverage service for the center. The license shall at all times remain the exclusive property of the performing arts center, and upon termination by any manner of the contract between the performing arts center and the applicant concerning the furnishing of food and beverage service, the license shall revert to the performing arts center by operation of law. The division shall not charge a fee in excess of \$400 for the license authorized by this paragraph.

(3) The limitation upon the number of such licenses to be issued as herein provided does not apply to existing licenses or to the renewal or transfer of such licenses; but upon the revocation of any existing license, no renewal thereof or new license therefor shall be issued contrary to the limitation herein prescribed.

(4) The limitations herein prescribed shall not affect or repeal any existing or future local or special act relating to the limitation by population and exceptions or exemptions from such limitation by population of such licenses within any incorporated city or town or county that may be in conflict herewith. Any license issued under a local or special act relating to the limitation by population shall be subject to all requirements and restrictions contained in the Beverage Law that are applicable to licenses issued under subsection (1).

(5) Provisions of subsections (2) and (4) as amended by chapter 57-773, Laws of Florida, shall take effect January 1, 1958, and shall apply only to those places of business licensed to operate after January 1, 1958, and shall in no manner repeal or nullify any license issued under provisions of law which are now operating or will

operate prior to the effective date January 1, 1958; and all such places of business shall be exempt from the provisions of this law so long as they are in continuous operation.

(6) When additional licenses become available by reason of an increase in population or by reason of a county permitting the sale of intoxicating beverages when such sale has been prohibited, the division may issue the number of new licenses that become available by reason of the last regular population estimate; however, in no event shall any person, firm, or corporation licensed as a vendor under subsection (1) have an interest, directly or indirectly, in more than 30 percent of the number of licenses authorized for issuance in such county. Notwithstanding the foregoing limitation, any licensed vendor having an interest, directly or indirectly, in more than 30 percent of the licenses authorized for issuance in any one county on July 1, 1981, may continue to qualify for such licenses.

(7)(a) There shall be no limitation as to the number of licenses issued pursuant to s. 565.02(4). However, any licenses issued under this section shall be limited to:

1. Subordinate lodges or clubs of national fraternal or benevolent associations;
2. Golf clubs, tennis clubs, and beach or cabana clubs which are municipally or privately owned or leased;
3. Nonprofit corporations or clubs devoted to promoting community, municipal, or county development or any phase of community, municipal, or county development;
4. Clubs fostering and promoting the general welfare and prosperity of members of showmen and amusement enterprises;
5. Clubs assisting, promoting, and developing subordinate lodges or clubs of national fraternal or benevolent associations; and
6. Clubs promoting, developing, and maintaining cultural relations of people of the same nationality.

(b) Any corporation, partnership, or individual operating a club owning or leasing and maintaining any bona fide regular, standard golf course consisting of at least nine holes, with clubhouse, locker rooms, and attendant golf facilities and comprising in all at least 35 acres of land owned or leased by such club may be issued a license under s. 565.02(4); but failure of such club to maintain the golf course and golf facilities shall be grounds for revocation of the license.

(c) Any corporation, partnership, or individual operating a club owning or leasing and maintaining any bona fide tennis club or four-wall indoor racquetball club consisting of not fewer than 10 regulation-size tennis courts or 10 regulation-size four-wall indoor racquetball courts, or a combination of such courts totaling in the aggregate not fewer than 10 courts, or a combination of 8 such courts and exercise facilities which in square footage total not fewer than the aggregate square foot equivalent of 10 regulation-size courts with clubhouse facilities, pro shop, locker rooms, and attendant tennis or racquetball facilities, all located on a contiguous tract of land owned or leased by such club, may be issued a license under s. 565.02(4); but failure of such club to maintain such courts and facilities shall be grounds for revocation of any such license so issued. Any racquetball or tennis club which has been constructed and completed on or before July 1, 1980, and which contains the requisite number of courts of proper size and attendant facilities may be granted a license without the necessity of securing additional approval from the incorporated municipality or county in which the racquetball or tennis club facility is located. It is intended that this subsection be an exception to s. 562.45(2) preempting the zoning power of local government to the state only in instances involving tennis and racquetball clubs constructed and completed on or before July 1, 1980. Nothing in this paragraph, however, shall be construed to limit the power of incorporated municipalities or counties to enact ordinances regulating hours of business and prescribing sanitary regulations for such racquetball or tennis club facilities.

(d) Any corporation, partnership, or individual operating a club which owns or leases and which maintains any bona fide beach or cabana club consisting of beach facilities, swimming pool, locker rooms or bathroom facilities for at least 100 persons, and a public food service establishment as defined in s. 509.013(5)(a), comprising in all an area of at least 5,000 square feet located on a contiguous tract of land of in excess of 1 acre may be issued a license under s. 565.02(4). The failure of such club to maintain the facilities shall be a ground for revocation of the license.

(8) In addition to any licenses that may be issued to restaurants under the provisions of this section, the division is authorized to issue special licenses to qualified applicants whose applications have been approved by the Inter-American Center Authority for use within the confines of the Inter-American Cultural and Trade Center; however, any such license issued pursuant to this subsection shall not permit the licensee to sell alcoholic beverages by the package for off-premises consumption.

(9) In addition to any licenses that may be issued under the provisions of this chapter, the division is authorized to issue special licenses to any county which has a population of at least 1 million persons according to the latest federal census and which owns and operates airport facilities pursuant to chapters 125 and 332, for transfer to qualified applicants who have secured approval from the board of county commissioners of such county for use within the confines of such airport facilities. Such licenses shall not be valid in any location beyond the confines of the terminal facilities of the airport. In the event of expiration or revocation of such licenses, such licenses shall revert to the board of county commissioners automatically, by operation of law. However, no special license issued pursuant to this subsection shall permit the county or its transferee to sell alcoholic beverages by the package for off-premises consumption.

(10) In addition to any licenses that may be issued under the provisions of this chapter, the division is authorized to issue a special license to any marketing association of horse breeders organized under the laws of the state. Such license shall be applicable only in and for facilities used by the association for public auction of its products. No license issued pursuant to this subsection shall permit the licensee to sell alcoholic beverages by the package for off-premises consumption. The provisions of this subsection do not preclude any cooperative marketing association of horse breeders from holding a license issued pursuant to any other provision of this chapter.

(11) In addition to any licenses that may be issued under the provisions of this chapter, the division is authorized to issue a special license to historic American Legion Posts in Florida which were chartered prior to September 16, 1919, the date on which the United States Congress issued the National Charter for the American Legion. Any holder of a license issued pursuant to this subsection shall, at its option, be permitted to sell alcoholic beverages to resident guests as well as members and nonresident guests for consumption on the premises only. Revenue from the sale of such alcoholic beverages must be used to operate, maintain, or improve said American Legion Post facilities, grounds, or activities and to maintain an emergency fund not to exceed the costs of operation of the American Legion Post for the prior calendar year. Any remaining revenue from the sale of alcoholic beverages shall be donated to local nonprofit charitable organizations on an annual basis. Posts exercising their option under this subsection shall pay an annual license fee of \$500. This section shall not apply to any county which has held an election under s. 567.01 and whose electors have voted to prohibit the sale of alcoholic beverages for consumption on the licensed premises.

(12)(a) In addition to any other licenses issued under the provisions of this chapter, the division is authorized to issue a special license to a person or to an organization for the purpose of authorizing:

1. A sale pursuant to a levy and execution;
2. A sale by an insurance company in possession of alcoholic beverages;
3. A bankruptcy sale;
4. A sale resulting from a license suspension or revocation;
5. A sale of damaged goods by a common carrier;
6. A sale by a bona fide wine collector; or
7. A sale of packaged alcoholic beverages pursuant to part V of chapter 679.

(b) A special license shall be issued under this subsection upon filing an application at the district office and paying a \$25 fee. Such fee shall be deposited in the Alcoholic Beverages and Tobacco Trust Fund.

(c) A special license is valid for 3 days after the time of its effective date and time as set by the division. A license issued pursuant to this subsection does not permit the licensee to sell alcoholic beverages for consumption on the premises.

(d) A distributor may purchase packaged alcoholic beverages at any sale specified in paragraph (a).

(13) Notwithstanding any other provision of law, any license to sell or serve alcoholic beverages issued to a port authority, as defined in s. 315.02, entitles that port authority, or the lessee or lessees which it may choose, to sell

and serve alcoholic beverages at any terminal within the port jurisdictional boundaries upon annual payment to the division of an annual fee equivalent to the annual license fee for each sales or service location. However, any lessees chosen by the port authority shall meet the criteria for licensure for sales and service of alcoholic beverages.

History.—s. 2, ch. 16774, 1935; CGL 1936 Supp. 4151(228); s. 2, ch. 23746, 1947; s. 7, ch. 25359, 1949; s. 1, ch. 28113, s. 1, ch. 28117, 1953; s. 4, ch. 29786, s. 1, ch. 29829, s. 1, ch. 29978, 1955; s. 24, ch. 57-1; s. 1, ch. 57-299; s. 17, ch. 57-420; ss. 1, 2, ch. 57-773; s. 1, ch. 57-837; s. 1, ch. 57-1991; s. 1, ch. 59-370; s. 2, ch. 61-219; ss. 1, 2, 4, ch. 61-300; s. 1, ch. 61-439; s. 1, ch. 67-173; ss. 16, 35, ch. 69-106; s. 1, ch. 71-238; s. 1, ch. 72-61; s. 1, ch. 72-83; s. 1, ch. 72-230; s. 1, ch. 72-260; s. 1, ch. 73-366; s. 1, ch. 73-367; ss. 1, 2, 3, ch. 76-2; s. 1, ch. 76-242; s. 5, ch. 77-471; s. 1, ch. 77-474; s. 1, ch. 78-103; s. 1, ch. 80-232; s. 2, ch. 80-339; s. 4, ch. 81-158; s. 1, ch. 84-95; ss. 1, 3, ch. 84-286; s. 6, ch. 85-161; s. 69, ch. 86-163; s. 2, ch. 86-228; ss. 29, 30, ch. 86-269; s. 3, ch. 87-63; s. 13, ch. 88-308; s. 1, ch. 88-404; s. 1, ch. 89-230; s. 1, ch. 89-248; s. 2, ch. 89-361; s. 9, ch. 90-17; ss. 1, 8, ch. 91-60; s. 3, ch. 92-176; s. 2, ch. 92-205; s. 3, ch. 93-134; s. 842, ch. 97-103; s. 2, ch. 99-216; s. 68, ch. 2000-154; s. 6, ch. 2000-191; s. 278, ch. 2014-19; s. 3, ch. 2016-120; s. 3, ch. 2016-190; s. 3, ch. 2017-137; s. 1, ch. 2021-30; s. 16, ch. 2021-135; s. 1, ch. 2023-65.

Town of PembrokePark

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



TO: Town Workshop Meeting

FROM: Michael Vonder Meulen, AICP, Consultant Town Planner, KEITH

MEETING DATE: March 31, 2026

SUBJECT: 25-Z-04 / Alcoholic Beverage Amendment

APPLICANT: Town of Pembroke Park

REQUEST:

Amend various provisions of Chapter 3 titled “Alcoholic Beverages” of the Pembroke Park Code of Ordinances to comply with new State regulation, align Chapter provisions with the intention of the MXE district, and further define separation requirements between certain establishments.

RECOMMENDED ACTION:

The Consultant Town Planner recommends approval of this code amendment.

ITEM TO BE CONSIDERED BY THE TOWN COMMISSION:

- 25-Z-04 / Alcoholic Beverage Amendment

BACKGROUND

The Town Commission adopted Ordinance 1-62-1 on January 3rd, 1962, which established basic alcoholic beverage regulations for operations licensed by the State within the Town. On August 29th, 1962, the Town Commission adopted Ordinance 8-62-1 which contained a large portion of the currently existing provisions in Chapter 3. Subsequent amendments were made to the chapter, including:

- September 14th, 1977 – Ordinance 77-9-2 amended hours of operation and added sale prohibitions
- May 8th, 1996 – Ordinance 96-5-1 tied hours of operation to delivery and on-premises consumption
- April 8th, 1998 – Ordinance 98-4-1 created the extended hours license provision
- June 11th, 2014 – Ordinance 14-06-01 updated fees and administrative/procedure clarifications
- June 10th, 2020 – Ordinance 2020-003 updated fees

STUDY

Planning staff conducted a review of existing licensee locations and other municipal regulations on alcohol operations. The Town currently contains forty-three (43) alcohol operations with a State license, most located along Hallandale Beach Boulevard or within the M-1 zoning district.

Most of Chapter 3 has remained relatively the same when compared to the Ordinance adopted in 1962. The State Legislature, however, has slowly adopted newer definitions, regulations, and exemptions to their Alcohol Licensing laws. Multiple municipalities in the South Florida have already adopted new regulations that either exempt State-preempted uses, businesses that do not solely rely on alcohol sales to operate, or specific districts. Municipalities studied by staff include Pompano Beach, Palm Beach County, and Miami Beach. Furthermore, the recent establishment of the MXE district, which is focused on creating an entertainment-like atmosphere, relies on the attraction, retention, and success of businesses that may need an alcohol license to operate.

Planning staff have determined that it is in the best interest of the Town to update Chapter 3 to better align with State law and maintain compatibility and competitiveness with neighboring municipalities. Staff has also determined that the success of the MXE district, as envisioned by the Town, necessitates an exemption from distance requirements due to the district's small coverage.

TEXT AMENDMENTS AND JUSTIFICATIONS

The proposed text amendments, taking into consideration the issues addressed in the study section, are as follows:

Section	Amendment	Action
Sec. 3-1	Amended existing and added new definitions to align with those of the State	Addition & Modification
Sec. 3-2.5	Moved definitions to Sec. 3-1	Modification
Sec. 3-4	Updated the minimum separation as follows: • 500 feet between an alcohol licensed business and another alcohol licensed business or sexually oriented business • 300 feet between an alcohol licensed business and a place of worship, school, or child care facility • Non-revocation clause	Modification
Sec. 3-5	Removal of existing section, as its regulation was moved to Sec. 3-4. New section list state and town exempted uses from the distance separation of Sec 3-4, including: • Grocery or Convenience Stores • Alcohol distributors • Bowling Alley • Movie theater • Restaurant (49% or less of sales are alcoholic beverages) • Condo Bar (time-share) or Hotel Bar • Lodge, benevolent club, or athletic club • City uses • Licensed operation in MXE	Repeal and Replacement
Sec. 3-6	Exempts MXE vendors from noise reduction regulation	Addition

CONSISTENCY WITH COMPREHENSIVE PLAN

The proposed text amendments are consistent with the goals, objectives, and policies of the comprehensive plan. Specifically, the amendment aligns with the following:

GOAL I

Encourage the private and public sectors to adhere to the patterns of planned development in the Town which shall promote environmental protection, strive to meet the Town's social and economic needs and contribute to the health, welfare, and safety of its residents.

POLICY #1.1.2

The Town shall periodically review its current Land Development Regulations to:

(2) Eliminate duplication and inconsistencies within code by revising the code to current standards, address current needs identified in the Comprehensive Plan and provide a more efficient system of timely completing public facilities and regular maintenance, which, at a minimum:

(b) Regulates the use of land and water by adopting land development regulations consistent with this Comprehensive Plan and ensures the compatibility of adjacent land uses, protecting adjacent residential areas and mobile home parks, providing for open space and placing industrial uses along major arterial highways

POLICY #1.2.1.1

The Town shall periodically review, study, update as deemed necessary, enforce its land development regulations, including building permit and other site improvement reviews, to ensure land use compatibility between all residential and non-residential (commercial / industrial) land uses. This may include mandatory separations of certain land uses, limitations on the hours of operation, limitations on the intensity of operations, and other site specific limitations.

ATTACHMENTS

Exhibit A - Proposed Ordinance



Agenda Item Report

Subject:	Discussion regarding the Bamboo Social Club - Sponsored by Mayor Jacobs
Meeting Date:	Special Commission Meeting - March 31, 2026
Prepared For:	Special Commission
Staff Contact:	
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Facility Use Agreement

FACILITY USE AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the 20 day of March, 2026 (the "Effective Date") by and between:

THE TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida with a business address of **3150 SW 52 Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

MARC HAMELIN, an individual, with an address of - 2421 Joyce Ln Pembroke Park (hereinafter referred to as the "LICENSEE"). TOWN and LICENSEE may hereinafter be referred to collectively as the "Parties."

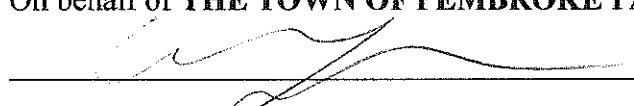
1. The Town grants LICENSEE a non-exclusive license to the LICENSEE to use the Clubhouse at Linear Park, located at Johnson Street and 98th Avenue, Pembroke Park, FL from (DATE) to (DATE), for ten (\$10.00) and other just consideration which is acknowledged and agreed upon by the Parties.
2. The LICENSEE shall indemnify and hold harmless the TOWN, its elected and appointed officers, agents, assigns and employees, consultants, separate contractors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgements, or decrees, sustained by the TOWN arising out of or resulting from the LICENSEE's breach of Agreement, acts or omissions, negligence, recklessness, or intentional wrongful conduct by the LICENSEE, its agents, employees, subcontractors, participants, and volunteers, based on the LICENSEE 's use of the TOWN's facilities. LICENSEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TOWN, where applicable including appellate proceedings, and

shall pay all costs, judgements, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of Agreement.

3. Nothing contained herein shall be considered nor construed to waive TOWN's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended.
4. The TOWN may terminate this Agreement for convenience at any time, and the LICENSEE shall return the Clubhouse to the TOWN the same condition as originally provided.
5. The Town reserves the right to evacuate the Clubhouse and immediately terminate this Agreement without Notice during any activity in progress where it is deemed necessary for the safety of the general public or guests, or if the TOWN in its sole discretion deems it necessary to protect the Clubhouse from misuse by the LICENSEE.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

On behalf of **THE TOWN OF PEMBROKE PARK**:



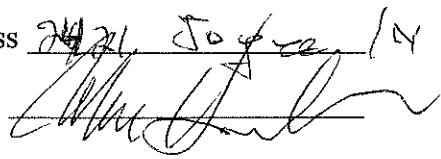
DAVID LYNCH, TOWN MANAGER

3/20/26

LICENSEE:

MARC HAMELIN

Address

7421 Joyway LN




Agenda Item Report

Subject:	Discussion and possible action concerning the position of the Town Manager, including, but not limited to termination — Sponsored by Mayor Jacobs
Meeting Date:	Special Commission Meeting - March 31, 2026
Prepared For:	Special Commission
Staff Contact:	
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Employment Agreement _ Lynch_10 16 24 4920-2763-7510 1
2. First_Amendment_(David_Lynch_-_Town_Manager)- Executed
3. 4252_001
4. David Lynch_Redacted

EMPLOYMENT AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), is by and between Town of Pembroke Park, Florida, a subdivision of the State of Florida (hereinafter referred to as "Town"), and David Lynch (hereinafter referred to by name or as "Town Manager").

WITNESSETH:

WHEREAS, the Town Commission desires to appoint David Lynch to serve as the Town Manager of the Town of Pembroke Park, Florida in accordance with Sec. 2-92 of the Town's Code of Ordinances; and

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

WHEREAS, David Lynch desires to be employed as Town Manager of the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

A. The Town's employment of David Lynch shall be commence on October 21, 2024, and will continue for a period of three (3) years. Provided that neither party gives the other two (2) months' written termination notice, there shall be an unlimited number of one (1) year automatic renewals of this Agreement. In the event the Town Commission decides not to renew this Agreement, there shall be no severance pay made except for accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to \$500.00). In the event that less than two (2) months' notice of termination is provided by either party, terminations shall occur in accordance with Sections 11 and 12 of this Agreement.

Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Manager an annual base salary of One Hundred Sixty-five Thousand Dollars and 00/100 (\$165,000.00), payable in equal weekly installments at the same time as other Town employees are paid.

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

C. Not less than (30) thirty days prior to the first anniversary date of this Agreement, and annually thereafter, the Town Manager and Town Commissioners shall meet individually, and,



in consideration of resources provided and matters outside the control of the Town Manager and Town Commission, discuss the Town Manager's performance and how the Town Commission can assist the Town Manager in performing the Town Manager's duties. Following the individual meetings with the Town Commissioners, the Town Manager will provide the Town Commission with a draft progress report inclusive of the Town Manager's and Town Commissioners' comments and suggestions. Following the Town Commission's review of the draft, the Town Manager shall prepare the final progress report to the Town Commission for adoption.

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

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

Section 3. Duties and Obligations

A. The Town Manager shall have the duties, responsibilities and powers of said office under the Pembroke Park Code of Ordinances. The Town Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The Town Manager shall remain in the exclusive employ of the Town and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The Town Manager may, however, engage in educational and professional activities and other employment activities, provided that such activities shall not interfere with his primary obligation to the Town as its Town Manager. The Town Commission has the sole and unilateral discretion to amend this provision if a majority of the Town Commission finds that the Town Manager's outside activities interfere with the performance of his duties pursuant to this agreement. The Town Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder, and shall be present at Town Hall on Monday through Friday during regular business hours.

C. In the event the Town Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the Town Manager related to such service, such money or property shall be paid over to or delivered to the Town, unless otherwise provided by the Town Commission.

D. In the event the Town Manager is temporarily unable to perform his duties, he shall nominate an Acting Town Manager for consideration and designation, if acceptable, by Town Commission.



Section 4. Automobile Allowance and Communications Equipment

The Town Manager is required to be on call for twenty-four hour service. In recognition thereof:

A. Automobile Allowance

1. During the term of this Agreement the Town will provide the Town Manager with an automobile allowance in the amount of five hundred dollars and 00/110 (\$500.00) per month. The Town Manager shall be responsible for providing all insurance, including liability and collision, and shall pay the cost of all fuel and maintenance of his own vehicle. The Town shall not be responsible for any vehicle-related expenses for the Town Manager other than the automobile allowance established by the section. The Town Manager shall be further responsible for any and all incomes taxes and other tax obligations that may be payable as a result this allowance.

- B. Town shall not provide the Town Manager with a cell phone or laptop computer capable of remote connection to Town internet for his use in conducting Town business. The Town shall provide the Town Manager with a desktop computer at City Hall for use for Town business.

Section 5. Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association, the Florida City and County Management Association or other local government management professional association. The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

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

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

- A. The Town Manager shall be entitled to one hundred sixty (160) hours of annual Vacation Leave during each year of the term of this Agreement. The Town Manager's annual



Vacation Leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of Vacation Leave that may carry forward. Upon separation of employment, Town Manager shall be paid for up to Four Hundred (400) hours of unused Vacation Leave.

B. In addition to Vacation Leave, the Town Manager shall be entitled to personal leave days in each calendar year, as provided in the Town's Personnel Policies and Procedures Manual, as may be amended from time to time. Vacation leave may not be carried forward from year to year.

C. Town Manager shall be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective December 2021, or as such policy may be updated and adopted upon future action of the Town Commission.

Section 8. Holidays

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

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

A. The Town agrees to pay 100% of the Town Manager's health, dental and vision insurance and the Town Manager's long term disability insurance on the same terms as general employees, with the exception that the Waiting Period for the insurance is waived and the insurance is effective on the date of hire. The Town Manager may waive the City's health insurance provided by this section by providing the Town with written notice of his intent to waive such coverage within five (5) days of the execution of this Agreement. As consideration for a waiver of such insurance, the Town shall provide the Town Manager with a one-time relocation stipend not to exceed \$8,000. Upon completion of such relocation, the Town Manager shall submit moving expense receipts to the Town's Human Resources department for review and reimbursement up to \$8,000. Relocation expenses may include furnishings for the Town Manager's residence, subject to the \$8,000 limit on such expenses.

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

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

Section 10. Retirement

The Town agrees to contribute as stipulated by the Florida Retirement System Senior Management Class of the Town Manager's base salary to the Florida Retirement System, upon approval by the Town's Finance and Budget Department, such approval not to be unreasonably



withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Section 11. Termination by the Town and Severance Pay

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

B. Termination "without just cause." Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Town Manager "without just cause," then within ten (10) business days following such vote, the Town Commission shall cause the Town Manager to be paid any accrued and unpaid salary and benefits earned (including 400 hours maximum hours of Vacation Leave, up to Five Hundred (\$500.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. If such termination without just cause occurs within the first twelve (12) months of employment, Employee shall receive a cash payment equal to eight (8) weeks of the Employee's aggregate salary; if such termination occurs within the first twenty-four (24) months of employment, Employee shall receive a cash payment equal to fourteen (14) weeks of the Employee's aggregate salary; if such termination occurs between after the employee has been employed for at least twenty-four (24) months, Employee shall receive a cash payment equal to twenty (20) weeks of the Employee's aggregate salary ("Severance Pay"). As consideration for such Severance Pay, the Town Manager shall, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the Town Attorney.

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

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.



5. The commission of any fraudulent act against the interest of the Town.
6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
7. Violation of the International City/County Management Association Code of Ethics or being found to have committed an ethics violation by the Florida Commission on Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

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

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

Section 12. Termination by the Town Manager

The Town Manager may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than two (2) months prior to the effective date of the notice of termination. If the Town Manager terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Town Manager voluntarily resigns pursuant to this Section, the Town shall pay to the Town Manager all accrued compensation due the Town Manager up to the Town Manager's final day of employment, including any accrued Vacation Leave up to the Four Hundred (400) hour limit. The Town shall have no further financial obligation to the Town Manager pursuant to this Agreement. This subsection shall not prevent the Town Manager from collecting any money earned as a result of participation in a deferred retirement or pension program approved as per Section 10 of this Agreement.

Section 13. Disability



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

Section 14. Indemnification

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

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

Section 15. Code of Ethics

Inasmuch as the Town Manager is an active full member of the International City/County Management Association (ICMA), or other local government management professional association, the "Code of Ethics" promulgated by ICMA or other local government management professional association is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the Town Manager's conduct and actions as Town Manager of the Town. Additionally, the Town Manager shall abide by the standards established by the Florida Commission on Ethics.

Section 16. Attorney's Fees

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

Section 17. Bonding

The Town agrees to bear the full cost of any fidelity or other bonds required of the Town Manager under any policy, regulation, ordinance or law.



Section 18. Transparency

A. Open Door Policy: The Town Manager shall maintain an open door policy encouraging communication between the members of the Town Commission, Town Employees, residents, property owners and other persons who have matters of interest related to the well-being of the Town.

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

C. Communications: The Town Manager and Town Commission shall work cooperatively to keep each other and the community informed as to the status of plans, projects and the operations of the Town.

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

Section 19. General Terms and Conditions

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

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

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

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

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

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

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;



3. Payment of all outstanding hospitalization, medical, vision and dental bills in accordance with this Agreement;

4. Payment of all life insurance benefits in accordance with this Agreement;

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

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

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

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



Executed by the TOWN this 16th day of October, 2024.

TOWN OF PEMBROKE PARK

By: 
Erik Morrisette, Vice Mayor

ATTEST:


Suzi Reutlinger, Acting Town Clerk

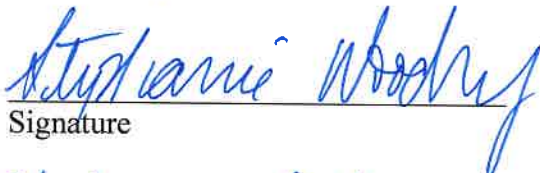
Executed by the TOWN MANAGER this 16th day of Oct, 2024.

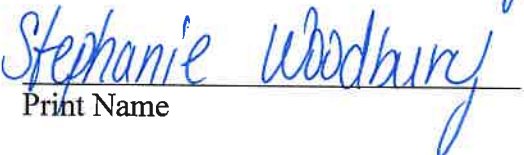
Witnesses:


Signature


David Lynch


Print Name


Signature


Print Name

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT (hereinafter referred to as “Agreement”), is entered into on this 24th day of September, 2025, by and between the Town of Pembroke Park, Florida, a subdivision of the State of Florida (hereinafter referred to as the “Town”), and David Lynch (hereinafter referred to by name or as “Town Manager”).

WITNESSETH:

WHEREAS, on or about October 16, 2024, the Town and the Town Manager entered into an Employment Agreement, whereby the Town engaged David Lynch to serve as the town manager, subject to the terms and conditions set forth therein (the “Original Agreement”); and

WHEREAS, the Original Agreement provided for the Town Manager’s waiver of participation in the Town’s health insurance benefit program in exchange for the payment of a one-time relocation stipend of up to \$8,000; and

WHEREAS, such a waiver resulted in an approximately \$7,000 savings to the Town; and

WHEREAS, the Town and the Town Manager now seek to amend the Original Agreement to provide for the Town Manager’s participation in the Town’s health insurance benefit program; and

WHEREAS, in addition, on September 10, 2025, the Town Commission adopted a compensation study which provided for an amendment to the Town Manager’s contract to align the Town Manager’s compensation and the Police Chief’s compensation, and providing that any adjustment in pay beyond the Pay Grade 24 mid-range required further approval by the Town Commission, a copy of the pay study is attached as Exhibit “A;” and

WHEREAS, the Town and the Town Manager seek to formally amend the Original Agreement to reflect the compensation structure set forth in the pay study previously approved by the Town Commission.

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. Section 2(A) of the Original Agreement, entitled “Salary and Evaluation” is hereby repealed and amended to read as follows:

- A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Manager an annual base salary of Two Hundred Seven Thousand Three Hundred Ninety-Eight Dollars and 18/100 (\$207,398.18), payable in equal weekly installments at the same time as other Town employees are paid.

In accordance with the pay study adopted by the Town Commission on September 10, 2025, any increase to the Town Manager’s salary beyond the amount set forth in this section shall require further approval by the Town Commission. Notwithstanding the foregoing, the Town Manager’s salary may be further adjusted, from time to time, in accordance with any cost of living adjustment otherwise provided to all other Town employees.

SECTION 3. Section 9(A) of the Original Agreement, entitled “Health, Dental, Life and Disability Insurance,” is hereby repealed and amended to read as follows:

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

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and this First Amendment, the Parties agree the terms and provisions contained in this First Amendment shall control to the extent of any such conflict or

ambiguity. Except as otherwise amended herein, the Original Agreement shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

Witnesses:

Signed by:
Natalie Monfiston
Natalie Monfiston

(witness print name)

Signed by:
Christine Portala
Christine Portala

(witness print name)

ATTEST:

Signed by:
Cynthia Garcia-Lima
Municipal Clerk

Approved as to legal form by:

Signed by:
Jacob Horowitz
Jacob G. Horowitz, Town Attorney

DocuSigned by:

By: Geoffrey Jacobs
E71E54705D68433...
Geoffrey Jacobs, Mayor

Signed by:

By: David Lynch
7962E9DB70B1481...
David Lynch, Town Manager

Geoffrey Jacobs

Town Staff , policestaff@pdtppfl.gov , David Lynch
 , Jacob Horowitz , Desinda
Wood Carper , Ashira Mohammed
 , Musfika Kashem , Bill Hodgkins
 , Erik Morrisette

Fri, Dec 26, 2025, 2:53 PM

May 2025 – April 2027

Restoring Integrity, Accountability, and Results

Pembroke Park was flagged for decades of mismanagement, fraud, waste, abuse, and noncompliance. That era ended when I was first elected mayor. From day one, the mission was clear: rebuild broken departments, modernize operations, restore accountability, and bring this town back into full compliance with state and federal requirements.

Despite only having two years during my first term, we made measurable progress. Toxic staff who resisted accountability were removed. Departments were rebuilt. Systems were modernized. Unfortunately, following the most recent election, progress stalled. Infrastructure projects were halted, compliance slipped, and old habits began resurfacing. Instead of advancing the town, the commission diverted nearly \$300,000 attempting to remove me from office, despite being advised repeatedly that they lacked the authority to do so.

Taxpayer dollars are not political weapons. They are a public trust.

I am a corporate executive, entrepreneur, and public servant. I believe in fiscal discipline, accountability, and results. People are paid to work, not to occupy chairs. That principle will continue to guide every decision through April 2027.

Core Priorities Through April 2027

1. Infrastructure Completion or Termination

Every pending infrastructure project will meet one of two outcomes:

- **A shovel in the ground, or**
- **Formal termination and withdrawal**

Pembroke Park has spent decades deferring decisions and endlessly recycling plans. That ends now. No more extensions. No more lifelines. No more begging state and federal agencies for time due to internal dysfunction. Projects that cannot move forward in 2026 will not be carried into the next commission cycle.

2. Public Safety Independence

It took two years to build Pembroke Park's police department while navigating political resistance and internal obstacles. Without that interference, it would have taken twelve months.

We are now applying the same discipline to public safety fire services. When the final proposal is complete, it will be brought forward transparently. The goal is fiscal responsibility, local control, and independence from inflated external contracts that have historically cost this town millions.

Pembroke Park will be self-reliant again.

3. Zero Tolerance for Noncompliance

By the end of 2026:

- **Pembroke Park will be fully compliant with all state and federal agencies**
- **All audits, grant reporting, and required filings will be completed on time**
- **Late submissions will not be tolerated**

Department heads are responsible for compliance. If a vendor fails to perform, we will escalate. Accountability does not stop at internal staff.

4. Professional Government Operations

Before I was elected, the town had not completed meeting minutes for over two and a half years. Everything was paper-based. There were no job descriptions. No accountability. An employee with thirty years of service could not articulate their role.

We have since:

- **Built a functioning Human Resources department**
- **Established formal job descriptions**
- **Updated an employee manual untouched since 1997**
- **Transitioned the town into a modern, electronic government**

That progress will continue.

5. Governance Boundaries and Civility

It is illegal for elected officials to interfere with day-to-day operations. Any commissioner who attempts to direct staff outside their authority must be reported immediately to Human Resources and the Mayor's office.

The civility ordinance was passed to protect staff from abuse. That protection remains non-negotiable. Ethical violations, illegal conduct, or intimidation will be addressed swiftly and appropriately.

6. Compliance, Transparency, and Zero Corruption

I have made it clear since day one: I will not go to jail for anyone in Pembroke Park.

Every allegation brought against me has been dismissed. Every attempt to manufacture wrongdoing has failed. The town's focus moving forward is transparency, compliance, and ethical governance.

There are no hidden agendas. No side deals. No tolerance for corruption.

7. Media, Messaging, and Community Confidence

The objective for 2026 is simple:

- **Complete long-delayed projects**
- **Open the Pembroke Park Fire Department**
- **Restore public confidence**
- **Generate positive, fact-based visibility**

Pending litigation and unresolved matters will be addressed lawfully and professionally. The goal is stability, progress, and trust.

Closing Commitments

Leadership is temporary. Institutions are not.

My commitment is to leave Pembroke Park stronger, compliant, financially responsible, and respected. Every department head, every employee, and every elected official shares that responsibility.

We are not repeating the past.
We are not delaying the future.
We are moving forward.

— Mayor Geoffrey Jacobs
Town of Pembroke Park

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. Commissioner Geoffrey Jacobs

Geoffrey Jacobs
Town Staff , Police Staff , David
Lynch , Jacob Horowitz , Ashira
Mohammed , Musfika Kashem ,
Erik Morrisette , Bill Hodgkins ,
Desinda Wood Carper
Wed, Jan 7, 2026, 9:27 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

Daniel Decoursey
Geoffrey Jacobs
Thu, Jan 8, 2026, 10:16 AM

Received.



Daniel DeCoursey

Chief of Police

📞 954-374-8639 Office
📞 954-790-3897 Cell.
✉ ddecoursey@pdtppfl.gov
🌐 www.tppfl.gov
📍 3150 SW 52 Avenue
Pembroke Park, FL 33023

"Community Service Commitment"

HR
Geoffrey Jacobs
Thu, Jan 8, 2026, 12:52 PM

Good afternoon, Mayor Jacobs,

Yes, sir. Understood.

Thank you,

Bradley

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

Emmanuel Agbenohevi
Geoffrey Jacobs
Wed, Jan 14, 2026, 4:29 PM

Good afternoon Mr. Mayor,

Sorry for the late submittal, due to Jeffrey Louis who since past Friday has being admitted to the Hospital due to an emergency and we have to take over from where he left off unexpectedly.

When I first started as the Building Official in April 2025, there were piles of plans waiting since the beginning of that year and beyond and likewise inspections. As of today, plans take less days to be reviewed and there are no outstanding inspections except for the normal ones.

This has been all due to the extreme dedication of everyone currently serving the Town of Pembroke Parks. Almost everyone is new, but due to the influence and inspiration from the Town Manager, Mr. David Lynch a lot was achieved.

Here are a few notable benchmarks.

Nations Market

- Nations Market was completed and a CO was issued.

This project was first initiated and was dragging on forever.

Margolis Town Houses

- The Swimming pool was completed but could not be used as the earlier official building would not let them.

I came in and worked with Lennar Homes, Broward County Health Department and the Private provider and it was able to open to the delight of the residents.

Coca Cola Sound Wall

- This was finally completed after years.

Victor Hernandez.

- 3120 W. Hallandale Beach Blvd.,

He was finally able to complete the violations that took forever and enjoy his abode.

Daniel Read

- 107 Lone Pine Drive

His issue was finally resolved after many months back and forth.

Here is a list of the Team members who made all these possible:

Grace Escalante- Assistant Building Official (Part time)

Jason Candiotti, Administrative Associate

Nehemie "Mimi" Paul-Sauveur-Permit Tech

Marta Santiago- New Permit Tech previously , Administrative Associate

Nazly Cardona- Certificate of Use

CURRENT GOALS BEING PURSUED

The first goal I had in mind the first day I took over was to tell all the permit techs to have their permit technician licenses, because we wanted to make the Town of Pembroke Park the best Building Department in the whole of Broward County. The more knowledgeable the clerks are the more they can offer help quickly and efficiently. They are currently attending courses run by the Broward County Board of Rules and Appeals. We don't have any SOP (Standard Operating Procedures)'s, which we have now started working on. Grace has been actively leading the Team jointly with Jason primarily for the Private Providers especially EKOS which is now in operation making the process very smooth and efficient.

Likewise, all these future upcoming projects will benefit from all the updates we are making:

PEMBROKE OAKS

5434 W Hallandale Beach Blvd.

Upcoming residential unit complex.

FUTURE HOME DEPOT

3121 W. Hallandale Bch. Blvd

CLOMR-FILL Conditional Letter of Map Revision based upon Fill already approved by FEMA

RAKING SYSTEM

Raking System most critical requirement was never followed by having a special inspector certify the installation of the racking system- something which in essence could cause it to overturn. It has never been enforced. Nobody knows how many racks were installed without a licensed engineer verifying which is a violation of the Florida Building Code with the Town of Pembroke Park being liable. We now actively enforce them.

Direct engagement with Residents, Design Professionals, Contractors and Developers.

We are working on having in Person Meetings with Residents, Contractors, Architects, Engineers constantly who are having problems with their submittals which helps them understand comments better to have their approvals on time instead of repeated rejections.

Sharon School of Excellence

They have major safety concerns on the property housing students like mold, exposed ceilings, failed structural elements, exposed wood trusses prone to catching fire and unsafe electrical installations in the classrooms. They have been cited by the Broward County Sheriff Fire Department. We had since then organized face-to-face meetings with all the stakeholders to resolve these violations which if not corrected sooner could affect health, safety and the general welfare of the kids.

Koinonia Church

Just like the Sharon School of Excellence, Koinonia Church has several life safety and potential fire hazardous situation in many of the structures on site. They have also been cited by the Broward County Sheriff Fire Department. We are working on having a direct meeting with them at City Hall to explain further the implication of what those violations to their members if not taken care of urgently.

We are currently updating the Building Department's website. There are outdated forms

and we are revamping them. Grace and Jason are working expediently towards that.

UPCOMING CHALLENGES

1. Florida Building Code is changing from the Eighth Edition (2023) by December 31, 2026, to the Ninth Edition (2026). This means we must begin preparing ahead of that change. It will mean attending seminars, classes and others, which take away time from work.
2. We are transitioning from the current GovEasy system to the new upcoming CivicPlus in a couple of months, which does entail studies and classes throughout the whole year learning the new permitting system, intakes, payment system, plan reviews and others which also require time.

Again, I want to apologize for the late submittals.

As we are aware Jeffrey is still out due to an emergency, and we are all praying for his quick recovery.

Thanks,



Emmanuel “Manny” Agbenohevi, CBO, CFM
Building Official, Town of Pembroke Park
954.966.4600 ext. 302 | eagbenohevi@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

-

4 Emails

RE: Rumors circulating, job stability and accountability *DO NOT RESPOND ALL*****

Geoffrey Jacobs
Town Staff , Police Staff , David
Lynch , Jacob Horowitz , Ashira
Mohammed , Musfika Kashem ,
Bill Hodgkins , Erik Morrisette ,
Desinda Wood Carper , HR
Fri, Jan 9, 2026, 1:52 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

Jacob G. Horowitz
Geoffrey Jacobs
Fri, Jan 9, 2026, 1:57 PM

Thanks, Mayor...well-stated.

[Jacob G. Horowitz](#)



GOREN CHEROF
DOODY & EZROL P.A.
ATTORNEYS AT LAW

[3099 East Commercial Boulevard, Suite 200](#)
[Fort Lauderdale, Florida 33308](#)
[Telephone: \(954\) 771-4500 x 5055 | \(561\) 276-9400 x 5055 | Fax: \(954\) 771-4923](#)
[Email: JHorowitz@gorencherof.com](#)

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2 Emails

Re: Clarification of Authority, Process, and Upcoming Tallahassee Visit *DO NOT RESPOND ALL*****

Geoffrey Jacobs		
Town Staff	, Police Staff	, Ashira
Mohammed	, Erik Morrisette	,
Bill Hodgkins	, Musfika Kashem	,
David Lynch	, Jacob Horowitz	,
HR		
Sat, Jan 17, 2026, 4:56 PM		

Commissioners, Department Directors, and Town Staff,

As has unfortunately become routine once again, rumors are again circulating within Town Hall. I want to be unequivocal and put these matters to rest immediately.

I do not give direction to the Town Manager, Directors, or Department Heads outside of the dais. Any direction I have ever provided in the Town of Pembroke Park has been given openly during a duly noticed Commission meeting, with the Commission asked for concurrence. Direction is issued from the dais only, by a majority of the Commission, or by those Commissioners present at the meeting. Anything outside of that process is improper and did not come from me.

To be clear, I am not involved in any discussions regarding the sale of Town Hall, the purchase of another building, or any similar actions. I have not given direction on these matters privately, informally, or behind closed doors. These rumors stop now!

Long-time employees are well aware of my record. I have been successful in Tallahassee advocating for this town, securing resources, extending grants, and helping bring Pembroke Park back into compliance. That is the sole purpose of my trip to Tallahassee from Monday through Wednesday.

No other Commissioner is accompanying me due to the obvious risk of Sunshine Law implications. I do not require a chaperone, another Commissioner, or the Town Manager to perform the duties I was elected to carry out. Accordingly, the Town Manager will not be attending this trip with me.

I will be working directly with our lobbyist and elected officials to pursue resources and opportunities for Pembroke Park. At the next workshop, I will provide a full report of the trip and outline any potential outcomes for the Town.

I expect professionalism, accuracy, and an end to rumor-driven distractions so we can focus on the work that actually matters.

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

Jacob G. Horowitz
Geoffrey Jacobs
Sat, Jan 17, 2026, 5:00 PM

Thanks for the cc here mayor. Safe travels.

I am available if there is anything you need from my end.

On Jan 17, 2026, at 4:56 PM, Geoffrey Jacobs <gjacobs@tppfl.gov> wrote:

Commissioners, Department Directors, and Town Staff,

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highest ethical standards. Mayor Geoffrey Jacobs

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Jacob G. Horowitz



**GOREN CHEROF
DOODY & EZROL P.A.
ATTORNEYS AT LAW**

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923

Email: JHorowitz@gorencherof.com

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Geoffrey Jacobs
InspectorGeneral@broward.org
Jacob Horowitz

Town Staff , Police Staff , Ashira
Mohammed , Erik Morrisette
 , Bill Hodgkins , Musfika

Kashem
Wed, Feb 4, 2026, 10:59 AM

Commissioners, Town Staff, and Management,

I am writing to address what occurred surrounding last night’s scheduled workshop and to be very clear about governance, roles, and expectations in the Town of Pembroke Park.

Pembroke Park operates under a commission form of government. The Commission sets policy and direction. The Town Manager is responsible for day-to-day operations and executing the will of the Commission. When a Commission meeting or workshop is scheduled, participation and preparedness are expected. That is fundamental to how this government functions.

A scheduled meeting must still open and close, regardless of whether a quorum is ultimately present. A quorum may appear or may not appear, but that determination is made at the dais, not in advance. It is the responsibility of each Commissioner to perform their due diligence and attend scheduled meetings. That is what Commissioners are elected and paid to do.

The Town Attorney has been very clear on this point: it is not the responsibility of the Clerk, management, or staff to determine whether a quorum exists or whether a meeting should proceed. Those decisions belong to the Commission, in public, on the record.

Despite this, I was informed that at approximately 4:00 PM yesterday, before the close of the business day, the Town Manager dismissed Town employees and sent staff home on the same day departments were scheduled to present at a Commission workshop. We then had a scheduled meeting where three Commissioners and Town staff were not in attendance. That sequence of events is

highly irregular, deeply concerning, and raises serious questions about what is occurring inside Town Hall.

Compounding this concern, I was also informed that the Town Manager may have attempted to influence Commissioners not to attend the meeting. That is not within the scope of the Town Manager's authority. When staff are dismissed and Commissioners are absent on the same night accountability was scheduled, that is not coincidence. That is manipulation.

Over the last several months, I have observed a troubling pattern. Financial information has not made sense, items required to come before the Commission have not been brought forward, and questions have gone unanswered. Taken together, these issues point to a significant and systemic problem within Town Hall that can no longer be ignored.

You have all seen my recent emails. Presentations were expected. Accountability was expected. So much so that I personally invited the Broward County Office of Inspector General to attend and observe firsthand how business is conducted in this town. When transparency arrived, the room was emptied.

I also want to be clear about the personal cost of this dysfunction. Myself, my wife, and my children have all suffered at the hands of political corruption over the last several years in Pembroke Park. No family should ever be placed in the position mine has been placed in for simply insisting on accountability and lawful governance. Despite this, I hold my head high and stand proud to represent the residents of this town. The noise, the rumors, and the obstruction will not stop me.

Accountability does not rest solely with the Commission. Accountability must also exist within management. If we are serious about fixing this town, everyone must be held to the same standard. Titles do not exempt anyone from responsibility.

I am aware that some of you may fear retaliation or concern for your position if you come forward about what you see occurring. Let me be clear: my phone number is public, my line is always open, and I am available. My town cell phone: (954) 290-1262. If you do not feel comfortable coming forward, this is a problem... I encourage you to reach out to the town attorney Jacob Horowitz at jhorowitz@gorencherof.com or to Bradley, our HR Director at HR@tppfl.gov. If you want to take it outside of town please feel free to reach out to my personal attorney, Michael Pizzi MPIZZI@PIZZILAW.COM. I strongly recommend that you document

what you see and send an email today, whether in support of or opposition to my efforts. Silence only enables dysfunction.

We all know the phrase, if you see something, say something. The time to say something is now. Many of you have been here a long time. You have seen this pattern before. It is time to draw a line in the sand and put a stop to the continued manipulation and nonsense inside this Town.

Let me be absolutely clear going forward. It is not the Town Manager's role to dismiss staff in order to prevent a Commission meeting from functioning. It is not the Town Manager's role to manipulate outcomes or shield departments from accountability. That behavior is unacceptable.

The nonsense stops today. This town must move forward, and it will not do so without transparency, accountability, and people willing to stand up and tell the truth.

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: [david lynch](#)
To: [Gunderson, Beth](#)
Subject: Application for Administrator
Date: Saturday, March 5, 2022 10:36:21 AM
Attachments: [lynch resume newest.docx](#)
[sycamore cover.docx](#)

Dear Ms. Gunderson:

Please find attached my cover letter and resume for consideration for this administrator position. Please contact me with any questions. I am delighted to attend interviews in person as opposed to virtually.

Thank you,

Dave Lynch 330-770-2833

DAVID M. LYNCH
20 South Canal St.
Newton Falls, Ohio 44444
Phone (330) 770-2833
davidmlynch216@gmail.com
14 YEARS EXPERIENCE IN MUNICIPAL LEADERSHIP

March 5, 2022

Beth Gunderson, Sycamore Township
Board of Trustees
8540 Kenwood Rd.
Sycamore Township, Oh 45236

Re: Township Administrator Vacancy

Dear Ms. Gunderson and Board of Trustees:

I recently noticed the posting for the township administrator position with your fine community. I have run big and small municipalities and I have served the entire State of Ohio as President of the Ohio Municipal League. Attached is my resume for your review. I would kindly ask for the chance to interview for this post.

Thank you in advance for this opportunity to make contact regarding this position.

Sincerely,

David M. Lynch

DAVID M. LYNCH
20 South Canal St.
Newton Falls, Ohio 44444
Phone (330) 770-2833
davidmlynch216@gmail.com

SELECTED AMERICA'S MOST OUTSTANDING YOUNG
MAYOR IN 1992 BY THE UNITED STATES JUNIOR
CHAMBER OF COMMERCE

PRESIDENT OF THE OHIO MUNICIPAL LEAGUE FOR
ALL OHIO CITIES 1992-1995

14 YEARS MUNICIPAL LEADERSHIP

2018- 2021	Newton Falls City Manager 3 YEARS
2016-2018	Municipal Zoning Consultant
2013-2015	Legal Commentator, WKRK Radio
2009-2013	Municipal Economic Development Consultant
1997-2008	POLITICAL COMMENTATOR (Channel 3 News, Fox 8 News)
1997-2002	LAW DIRECTOR, CITY OF WESTLAKE, OHIO 27816 Hilliard Avenue Westlake, Ohio 44145 (Oversaw legal requirements and documents for construction of Westlake's New \$13 million Recreation Center)
1988 – 1995	MAYOR OF THE CITY OF EUCLID (Population 60,000) FULL TIME SERVING AS CHIEF OPERATING OFFICER 585 East 222nd Street Euclid, Ohio 44123
1985 – 1987	COUNCILMAN, City of Euclid Ward III

1982 – 1984 **ASSISTANT PROSECUTING ATTORNEY**
City of Cleveland
Justice Center – 8th Floor
1200 Ontario Street
Cleveland, Ohio 44113

EDUCATION

1979 – 1982 GEORGETOWN UNIVERSITY LAW SCHOOL
Washington, D.C.
J.D. Degree

1975 – 1979 JOHN CARROLL UNIVERSITY
20700 N. Park
University Heights, Ohio
B.A. Degree in English Literature
Magna Cum Laude (Spanish Language Winner)

1975 CLEVELAND HEIGHTS HIGH SCHOOL
Cleveland Heights, Ohio

AREAS OF FOCUS

Instructor for Economic Development for The Ohio Municipal Attorneys Association

Municipal Law: Municipal Enterprise Fund Operations such as Municipal Water and Sewer, Zoning, Municipal Prosecution

ACCOMPLISHMENTS & AWARDS

2021 Author of SNOWBALL'S CHANCE, Faulkner Press (Release date March 2022)

2020 AND 2019 CAFR Recipient For Outstanding Transparency and Accuracy in Municipal Financial Reporting for Ohio Municipalities—NEWTON FALLS

2020 Initiated and Implemented First AMI Metering program in Trumbull County for Water and Electric utilities

2020 Negotiated and Obtained highest Infrastructure Grant funding level in History of Newton Falls—Set Record for Fastest within Budget Project Completion Rate in State

2020 negotiated Scope (Senior Citizen Opportunity for Personal Endeavors) relocation into Newton Falls City Hall—creating full service senior services locally

2020 Negotiated Luxaire Corporation Annexation Incentive Agreement

2019 Established NFTV Cable TV and Youtube channel for Live Broadcast of Newton Falls High School Football and Basketball

2019 Recognized for *Venture Plastics* Corporation Manufacturing Economic Development project bringing 300 Jobs into Newton Falls

2019 Initiated first Municipal Fiber Optic System in Trumbull County—IN FEASIBILITY STUDY

President of The Ohio Municipal League, representing all cities in the State of Ohio, 1992-1995

America's Most Outstanding Young Mayor 1992 by the National Junior Chamber of Commerce

Cleveland Heights High School Hall of Fame 1997

Recipient of the 1990 Outstanding Young Clevelander Award in the area of Government by the Cleveland Jaycees

Leadership Cleveland Class of 1988-89

DISCIPLINARY COUNSEL v. LYNCH.

[Cite as *Disciplinary Counsel v. Lynch*, 130 Ohio St.3d 1206, 2011-Ohio-5410.]

Attorneys at law—Reciprocal discipline from the State Bar of Arizona—Public Reprimand—Gov.Bar R. V(11)(F)(4).

(No. 2011-1190—Submitted October 5, 2011—Decided October 14, 2011.)

ON CERTIFIED ORDER of the Supreme Court of Arizona, No. 10-0651.

{¶ 1} This cause is pending before the Supreme Court of Ohio in accordance with the reciprocal discipline provisions of Gov.Bar R. V(11)(F).

{¶ 2} On July 8, 2011, relator, Disciplinary Counsel, filed with this court a certified copy of an order of the Supreme Court of Arizona entered March 8, 2011, in *In re a Non-Member of the State Bar of Arizona*, in Case No. 10-0651, admonishing respondent, David M. Lynch. On July 25, 2011, this court ordered respondent to show cause why identical or comparable discipline should not be imposed in this state. Respondent filed a response to the show cause order, and relator filed a reply to the response.

{¶ 3} On consideration thereof, it is ordered and adjudged by this court that pursuant to Gov.Bar R. V(11)(F)(4), respondent, David Marlborough Lynch, Attorney Registration No. 0006380, last known business address in Wickliffe, Ohio, is publicly reprimanded.

{¶ 4} It is further ordered, sua sponte, by the court, that within 90 days of the date of this order, respondent shall reimburse any amounts that have been awarded against respondent by the Clients' Security Fund pursuant to Gov.Bar R. VIII(7)(F). It is further ordered by the court that if, after the date of this order, the Clients' Security Fund awards any amount against respondent pursuant to

SUPREME COURT OF OHIO

Gov.Bar R. VIII(7)(F), respondent shall reimburse that amount to the Clients' Security Fund within 90 days of the notice of such award.

{¶ 5} It is further ordered that service shall be deemed made on respondent by sending this order, and all other orders in this case, by certified mail to the most recent address respondent has given to the Office of Attorney Services.

{¶ 6} It is further ordered that the clerk of this court issue certified copies of this order as provided for in Gov.Bar R. V(8)(D)(1), that publication be made as provided for in Gov.Bar R. V(8)(D)(2), and that respondent bear the costs of publication.

O'CONNOR, C.J., and PFEIFER, LUNDBERG STRATTON, O'DONNELL, LANZINGER, CUPP, and MCGEE BROWN, JJ., concur.

IN RE RESIGNATION OF LYNCH.

[Cite as *In re Resignation of Lynch*, 155 Ohio St.3d 1282, 2018-Ohio-4671.]

Attorneys at law—Resignation with disciplinary action pending—Gov.Bar R. VI(11)(C).

(No. 2018-1484—Submitted November 14, 2018—Decided November 22, 2018.)

ON APPLICATION FOR RETIREMENT OR RESIGNATION

PURSUANT TO GOV.BAR R. VI(11).

{¶ 1} David Marlborough Lynch, Attorney Registration No. 0006380, last known business address in Euclid, Ohio, who was admitted to the bar of this state on November 15, 1982, submitted an application for retirement or resignation pursuant to Gov.Bar R. VI(11). The application was referred to disciplinary counsel pursuant to Gov.Bar R. VI(11)(B). On October 17, 2018, the Office of Attorney Services filed disciplinary counsel's report, under seal, with this court in accordance with Gov.Bar R. VI(11)(B)(2).

{¶ 2} On consideration thereof, it is ordered by the court that pursuant to Gov.Bar R. VI(11)(C), the resignation as an attorney and counselor at law is accepted as a resignation with disciplinary action pending.

{¶ 3} It is further ordered and adjudged that from and after this date all rights and privileges extended to respondent to practice law in the state of Ohio be withdrawn, that henceforth respondent shall cease to hold himself forth as an attorney authorized to appear in the courts of this state, and that respondent shall not attempt, either directly or indirectly, to render services as an attorney or counselor at law to or for any individuals, corporation, or society, nor in any way perform or seek to perform services for anyone, no matter how constituted, that

must by law be executed by a duly appointed and qualified attorney within the state of Ohio.

{¶ 4} It is further ordered that respondent desist and refrain from the practice of law in any form, either as principal or agent or clerk or employee of another, and hereby is forbidden to appear in the state of Ohio as an attorney and counselor at law before any court, judge, board, commission, or other public authority, and hereby is forbidden to give another an opinion as to the law or its application or advise with relation thereto.

{¶ 5} It is further ordered that before entering into an employment, contractual, or consulting relationship with any attorney or law firm, respondent shall verify that the attorney or law firm has complied with the registration requirements of Gov.Bar R. V(23)(C). If employed pursuant to Gov.Bar R. V(23), respondent shall refrain from direct client contact except as provided in Gov.Bar R. V(23)(A)(1) and from receiving, disbursing, or otherwise handling any client trust funds or property.

{¶ 6} It is further ordered that respondent shall not enter into an employment, contractual, or consulting relationship with an attorney or law firm with which respondent was associated as a partner, shareholder, member, or employee at the time respondent engaged in the misconduct that resulted in this acceptance of respondent's resignation with discipline pending.

{¶ 7} It is further ordered that respondent shall surrender respondent's certificate of admission to practice to the clerk of the court on or before 30 days from the date of this order and that respondent's name be stricken from the roll of attorneys maintained by this court.

{¶ 8} It is further ordered by the court that within 90 days of the date of this order, respondent shall reimburse any amounts that have been awarded against respondent by the Lawyers' Fund for Client Protection pursuant to Gov.Bar R. VIII(7)(F). It is further ordered by the court that if after the date of this order the

Lawyers' Fund for Client Protection awards any amount against respondent pursuant to Gov.Bar R. VIII(7)(F), respondent shall reimburse that amount to the Lawyers' Fund for Client Protection within 90 days of the notice of that award.

{¶ 9} It is further ordered that on or before 30 days from the date of this order, respondent shall do the following:

{¶ 10} 1. Notify all clients being represented in pending matters and any co-counsel of respondent's resignation and consequent disqualification to act as an attorney after the effective date of this order and, in the absence of co-counsel, also notify the clients to seek legal services elsewhere, calling attention to any urgency in seeking the substitution of another attorney in respondent's place;

{¶ 11} 2. Regardless of any fees or expenses due, deliver to all clients being represented in pending matters any papers or other property pertaining to the client or notify the clients or co-counsel, if any, of a suitable time and place where the papers or other property may be obtained, calling attention to any urgency for obtaining such papers or other property;

{¶ 12} 3. Refund any part of any fees or expenses paid in advance that are unearned or not paid and account for any trust money or property in the possession or control of respondent;

{¶ 13} 4. Notify opposing counsel or, in the absence of counsel, the adverse parties in pending litigation of respondent's disqualification to act as an attorney after the effective date of this order and file a notice of disqualification of respondent with the court or agency before which the litigation is pending for inclusion in the respective file or files;

{¶ 14} 5. Send all notices required by this order by certified mail with a return address where communications may thereafter be directed to respondent;

{¶ 15} 6. File with the clerk of this court and disciplinary counsel of the Supreme Court an affidavit showing compliance with this order, showing proof of

service of the notices required herein, and setting forth the address where respondent may receive communications; and

{¶ 16} 7. Retain and maintain a record of the various steps taken by respondent pursuant to this order.

{¶ 17} It is further ordered that on or before 30 days from the date of this order, respondent shall surrender the attorney-registration card for the 2017/2019 biennium.

{¶ 18} It is further ordered that until such time as respondent fully complies with this order, respondent shall keep the clerk and disciplinary counsel advised of any change of address where respondent may receive communications.

{¶ 19} It is further ordered that all documents filed with this court in this case shall meet the filing requirements set forth in the Rules of Practice of the Supreme Court of Ohio, including requirements as to form, number, and timeliness of filings. All case documents are subject to Sup.R. 44 through 47, which govern access to court records.

{¶ 20} It is further ordered that service shall be deemed made on respondent by sending this order and all other orders in this case to respondent's last known address.

{¶ 21} It is further ordered that the clerk of this court issue certified copies of this order as provided for in Gov.Bar R. V(17)(D)(1) and that publication be made as provided for in Gov.Bar R. V(17)(D)(2).

O'CONNOR, C.J., and O'DONNELL, KENNEDY, FRENCH, FISCHER, DEWINE, and DEGENARO, JJ., concur.



David Marlborough Lynch Age 68

Euclid, Ohio

[View David Lynch's Background & Public Record Information](#) ^{Ads}

David Marlborough Lynch (age 68) is currently listed at 216 Wells Ct, Euclid, 44132 Ohio and is affiliated with the Democrat Party. David is registered to vote since December 02, 2009 in Cuyahoga County. Our records show Nancy V Lynch (67), Colleen Patrice Lynch (37), Scott R Lynch (40) and Kari Lynn Lynch (41) as possible relatives.

Overview of David Marlborough Lynch

Lives in: Euclid, Ohio

DOB: March 10, 1957

More about David Lynch

[David Lynch Address History](#)

[David Lynch Social Profiles](#)

[David Lynch Public Records](#)

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David Marlborough Lynch Voting Profile

Party Affiliation: Democrat Party

Registered to vote in: Cuyahoga County

Registration Date: December 2, 2009

The Committee to Expose Dishonest and Incompetent Judges, Attorneys and Public Officials

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The state of Ohio presented David Marlborough Lynch with a law licence in 1987 after he graduated from Georgetown University Law School

The Disciplinary Counsel found Davey guilty of the following misconduct

Davey's 1st bite at the Attorney Misfit Apple Tree

- **Misrepresented himself to a doctor in Arizona**
- **Falsely claimed to be suffering from a medical problem to a physician in order to gain access to that doctor**
- **Filed motion in Arizona court misrepresenting some of the statements made by the doctor**

As a direct consequence of his misconduct, the cheerleaders for Attorney Misfits sitting on the Arizona and Ohio Supreme Court punished Davey by gifting him with a complimentary reprimand

Davey's 2nd bite at the Attorney Misfit Apple Tree

The Cleveland Metropolitan Bar Association found Davey guilty of the following misconduct

- **Failed to try to negotiate settlement of client's personal injury claim**
- **Failed to take any concrete actions on client's case for two years**
- **Failed to communicate with client**
- **Failed to act with due diligence (sleazebag)**
- **Failed to provide competent representation (Dumbo)**
- **Engaged in conduct prejudicial to administration of justice**

As one would suspect, this wasn't Davey's First bite at the Attorney Misfit Apple Tree. He previously received a complimentary reprimand for engaging in a variety of misconduct

As a direct consequence of his misconduct, the cheerleaders for Attorney Misfits sitting on the Ohio Supreme Court punished Davey by gifting him with a complimentary 1 month suspension of his law licence

As we speak (ca. April 2018), Davey practices at 333 Babbitt Road in Euclid, Ohio

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Attorney David Lynch of Euclid, OH; perjuring loser

The state of Ohio presented David Marlborough Lynch with a law license in 1982 after he graduated from Georgetown University Law School

Disciplinary Council of the Ohio Supreme Court found Dave guilty of the following misconduct:

In one matter, Dave found it acceptable to execute a false affidavit that his client had not been convicted following the reversal of the client's rape conviction

Dave gave the false testimony in his affidavit despite the fact that he had appeared in court with the client when a negotiated plea was entered

Because Attorney Misfits in Ohio are held to a much lower standard of conduct than everyone else, Dave was never criminally charged for perjury

As a consequence of his misconduct, the enablers for Attorney Misfits sitting on the Ohio Supreme Court punished Dave by gifting him with a complimentary 6 month suspension of his law license.

As we speak (ca. August 2015), Dave practices at 333 Babbitt Road in Euclid, Ohio

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NEWS

Suspended Newton Falls finance director disputes reasons for leave

Suspended Newton Falls finance director Anna Musson insists that there is no medical reason for her being placed on medical leave in May.

Monday, July 12th 2021, 1:20 PM EDT

By J. Breen Mitchell



Suspended Newton Falls finance director Anna Musson insists that there is no medical reason for her being placed on medical leave in May.

City manager David Lynch placed Musson on medical leave on May 14 but did not disclose the "medical" reason for the leave.

Musson was placed on medical leave by city manager David Lynch on May 14 for undisclosed reasons. On June 13, Lynch changed Musson's leave to a six-month suspension without pay, saying she'd failed to meet obligations she was "obligated to adhere to," without elaborating on what those obligations may be.

In a letter obtained by 21 News from Musson to Newton Falls council members dated May 28, Musson called the reasons for her having been placed on medical leave "misrepresentations," saying she has asked Lynch, through her attorney for an explanation of her medical leave.

"There has been no explanation on what medical exam Mr. Lynch has requested and he has not communicated any job-related reason, consistent with business necessity for a medical exam," the letter states.

Lynch said the reasons for Musson's suspension have to do with "employee/management issues," saying that beyond that, he had no comment, when asked about the suspension in late June.

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Protest calls for removal of Newton Falls city manager over 'racist remarks'

Jokes have no place in their government

NEWTON FALLS, Ohio (WKBN) – A protest was held Monday afternoon in Newton Falls demanding that city manager David Lynch be fired over what the protesters claimed were racist remarks.

About 25 people gathered around the Statue of Liberty monument, saying they will not accept Lynch's apology and want him to resign or be fired.

At a city council meeting last Monday, Lynch said that Jose Morales, a resident of Newton Falls, was "a tunnel guy that was working on his green card."

"If I would have had the opportunity, I would have stood with all those protesters and held up a sign myself," Lynch said.

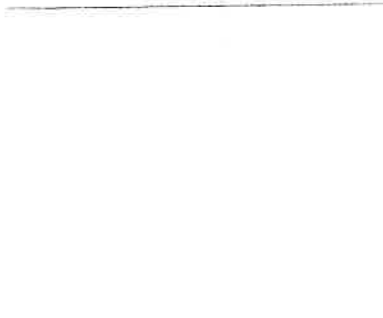
Protesters said these types of jokes have no place in their government.

"Making a bad joke is never appropriate, especially when it causes offense to someone who's a great person," Lynch said.

50°

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"I don't think that any member of council should be making those comments, elected or not. I don't think there's any room for racism, joke or not, because racism is not a joke in our council or in our city government," said Newton Falls resident Katarra Waldron.

Lynch says he has contacted Morales to apologize but Morales has said that there is no way to apologize for that kind of comment.

Morales is an American citizen born in Florida who moved to Newton Falls 28 years ago.

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Dear Councilwoman Spletzer:

A member of City Council has asked to initiate the process of a hearing related to your removal from office pursuant to Article III, section 4 (attached hereto) of the *Newton Falls Charter*. Under section 4 referenced above, you are charged with "gross misconduct" because of your improper use of the 911 system on the date of April 16, 2021.

You are entitled to a hearing on this charge which will be conducted on the date of May 19, 2021 in the council chambers at 612 W. Broad Street, Newton Falls, Ohio 44444 at 5 PM. You are entitled to retain counsel in this matter and will be given full due process rights in this hearing at which you may make any statements, present or cross examine witnesses, or present any relevant evidence related to these charges.

Stop Councilwoman Spletzer's Removal

Started

May 5, 2021

Petition to

[Ohio Governor Mike DeWine](#) and [3 others](#)

Petition Closed

This petition had 277 supporters

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Why this petition matters



Started by [Christopher Granchie](#)

[Media inquiries](#)

On Tuesday, May 4th, Councilwoman Sandra Breymaier requested to remove Councilwoman Tesa Spletzer for "gross misconduct." The gross misconduct she cites is "misuse of 911 communications." On April 16th, 2021, Councilwoman Spletzer was obstructed from conducting official business at the Village Administration Building by City Manager David Lynch by not allowing her into the building to conduct her business. In response, with no police dispatcher I'm Newton Falls, Councilwoman Spletzer dialed 911 to hail the police to resolve this matter. Despite it being discussed in past council meetings, it is now being used against her for removal. Not only were there no charges issued for misusing 911 by police, but no discipline was brought forth during council meetings. From this, it is clear that this removal was brought forth in response to former Councilman Alberini's resignation in order to keep majority of council on their side. Councilwoman Spletzer has remained steadfast during her tenure to not only represent and support her ward, but our entire village. Now, we must support her in defeating this assault on her, and the voice of the people.



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Decision Makers



Mike DeWine

Ohio Governor

Make your petition known to Mike DeWine



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Governor Mike DeWine

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Lynch added that he did not know Jose's last name when he made the comment at the meeting. He said the volunteer coordinator sent an email to him referring to "Jose the tunnel guy," since Jose worked on the tunnel as part of the community project.

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Morales said that City Manager David Lynch was also at the cleanup and overheard the statement. Morales said several others at the cleanup expressed their disapproval of the comment.

At a Newton Falls City Council meeting on Aug. 17, 2020, Lynch is accused of making a similar statement referring to Morales as the "Tunnel Guy" and stated, " He's working on his green card we think, folks." The comment is heard about 18 minutes and 50 seconds into the recording.

NF City Council August 17, 2020



The statement was made as Lynch was recognizing those that helped clean up the tunnels.

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LOCAL NEWS

Newton Falls man files lawsuit after 'green card' comment by city manager

Credit: krisanapong detraphiphat/Moment/Getty Images

by: [Patty Collier](#)

Posted: Jun 28, 2021 / 03:36 PM EDT

Updated: Jun 28, 2021 / 03:36 PM EDT

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NEWTON FALLS, Ohio (WKBN) – A Newton Falls man is suing Newton Falls, the city manager and another resident following comments made at a public meeting.

According to the lawsuit, Jose Angel Morales claims he was defamed twice. Once in front of city officials and residents and another time during a city council meeting. Both incidents happened last year.

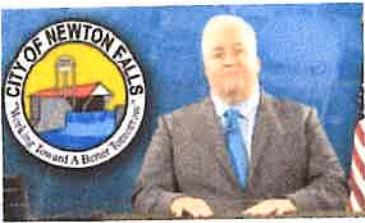
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Morales claims that he was involved in a community cleanup for the “tunnels” of Newton Falls in August 2020. During that cleanup, Morales claims that Roy Clouch, Jr. made a statement to the effect that Morales was an illegal Mexican immigrant working on his green card, according to the lawsuit.

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Newton Falls law director questions legality of city manager removal



The political turmoil in Newton Falls continued Monday night as a vote was held to terminate the contract of City Manager David Lynch.

According to Mayor Ken Kline, city council voted 3-1 to terminate Lynch's contract.

On Tuesday, Lynch returned to work despite Mayor Ken Kline acknowledging his termination because Lynch points to Law Director Joseph Fritz who said the city did not follow proper protocol in their effort to fire Lynch.

In a letter Fritz sent to city officials he said, in part, "This evening Council voted 3 to 1 to terminate the City Manager's Contract. Council did not give prior notice of this matter on the agenda. The Council properly added the matter to the agenda by simple majority vote"

According to Lynch, the law director said council needs four votes to remove him.

Kline told 21 News there wasn't one specific reason for Lynch's termination, stating that council decided to move in a different direction, but Kline said Lynch is "under investigation," although Kline would not comment on why.

Kline said he plans to pursue a restraining order against Lynch to ban him from the city building.

Bill George, electric superintendent for the city, was named the interim city manager following Lynch's removal, but Kline said this is in limbo because of the controversy involving Lynch's position and said he's seeking legal advice from another attorney on handling the matter.

Kline said a citizen's committee comprised of business owners and residents will help screen new candidates for the job.

The City Manager's role is to manage most day-to-day operations of the community.

Mayor Kline said he will release more information on the matter in the coming days.

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Tribune Chronicle

Newton Falls council to vote again on firing of David Lynch

Police chief's job also on line after mayor decries 'insubordination' during meeting

NEWTON FALLS — After voting 3-1 this week to fire village manager David Lynch, Newton Falls Village Council now plans to meet again next week to rehash Lynch's termination and to discuss the termination of police Chief Gene Fixler.

Some members of council believe Fixler may have been insubordinate in not carrying out its wishes after voting to fire Lynch.

After council's vote Monday, Lynch walked out of the meeting on his own.

Following the vote, village Law Director A. Joseph Fritz stated the 3-1 simple majority vote was insufficient for official passage because the matter was introduced on council floor with no advance notice.

Mayor Ken Kline said he still believes that Lynch's termination was proper, but rather than risk a lengthy, costly legal battle, council will proceed with a special meeting to come to some resolution.

"We will go into executive session to see if he wants to resign, and then if not, council will proceed with terminating of the contract," he said.

Kline said Lynch has been at work since Tuesday morning and has not surrendered his keys. Kline said while Lynch may physically be at the building, Kline does not recognize that he is acting as village manager.

"I do not know why he wants to stay in the position when a majority of council and many members of the community do not want him here," Kline said.

Lynch said he welcomes the meeting next week to speak with council and Kline.

"I hope a solution to this can be reached. I think council realizes now what they did at the meeting was not the right way and had to schedule another meeting," Lynch said.

Lynch said he is optimistic all parties will be able to come to a resolution.

POLICE CHIEF CONTRACT

Also added to the special meeting notice issued Thursday by Kline is discussion and possible vote to terminate the contract of Fixler. The move comes after some council members said they believed Fixler was insubordinate by not removing Lynch from the meeting on Monday, Kline said.

Kline said while the police chief takes his orders from the village manager, he also should take orders from council and requests from the mayor at meetings.

"There are some members of council who feel his actions at the meeting were insubordination," he said.

Reached Thursday, Fixler said he was acting on a decision of the law director, who Monday evening issued a memorandum indicating that council's vote Monday was insufficient for passage.

"I am following the decision of the law director. He has ruled that Mr. Lynch's contract was not legally terminated and that it was an improper vote of council," Fixler said.

Fixler said he walked with Lynch out of the meeting Monday, but he did not remove him from the municipal building this week because he did not believe he was fired.

Fixler said in light of next week's meeting to discuss his contract, he has contacted an attorney.

"I have no idea what that is about. I am doing my job as police chief. The community is pleased with the police department and what we do," Fixler said.

UNANNOUNCED MEETING

Kline acknowledged he and council members Brian Kropp and Tesa Spletzer met for lunch last week, prior to Monday's meeting. The gathering was not announced publicly, according to Ohio Sunshine laws. Kline said

he did not believe two of five members of council constituted a quorum and therefore was not a Sunshine Law meeting violation. He added no decision about Lynch was made during the lunch meeting.

Kline said Lynch's contract was not discussed, but the group met with a liaison from the state auditor's office and state Rep. Michael Loychik on various matters.

"It was the middle of the day, and we were all at a local restaurant where anyone could see us. We were speaking with some state officials on different issues," he said.

According to Ohio open meeting laws, all public business must be conducted in open meetings. Under the law, any time a public body gathers for a preplanned meeting to discuss public business, it must be announced publicly in advance.

Lynch said he was aware of the meeting and questioned whether it was a violation of Ohio Sunshine laws because under council's charter, the mayor is considered a voting member of council, thereby constituting a quorum.

Also, according to Lynch, Spletzer and Kropp make up village council's Audit and Finance Committee, which under Ohio law, would constitute an illegal meeting of that council committee.

Lynch said he believes his contract was discussed at that gathering.

"I hope that this situation can be resolved and not come to litigation," Lynch said.

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FW: Commission hires

From Town Clerk <townclerk@tppfl.gov>
Date Fri 2/20/2026 11:48 AM
To Natalie Monfiston <nmonfiston@tppfl.gov>

Thank you,

Cynthia Garcia-Lima, CMC, JM
Town Clerk
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Phone: (954) 966-4600, Ext. 235
townclerk@tppfl.gov
www.tppfl.gov

The Town of Pembroke Parks Clerk's Office is committed to serving the community as the Town's records custodian; Supervisor of Elections; assisting the public in accessing public documents and information; and to provide services in a timely, accurate and professional manner.

Moving our Town forward

-----Original Message-----

From: ashira mohammed <ashira.ann@gmail.com>
Sent: Friday, February 20, 2026 11:42 AM
To: Town Clerk <townclerk@tppfl.gov>
Subject: Commission hires

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AFFIRMING AND CLARIFYING THE AUTHORITY, REPORTING STRUCTURE, AND OVERSIGHT OF CHARTER POSITIONS AND COMMISSION-APPOINTED DIRECTORS; REAFFIRMING THAT ALL EMPLOYMENT AUTHORITY RESTS

SOLELY WITH THE TOWN COMMISSION ACTING COLLECTIVELY; DEFINING AND LIMITING THE ADMINISTRATIVE AUTHORITY OF THE TOWN MANAGER; ESTABLISHING A MANDATORY COMMISSION REVIEW PROCESS FOR ALLEGED MISCONDUCT; PROVIDING A NARROW AND CONTROLLED EMERGENCY PAID SUSPENSION EXCEPTION WITH AUTOMATIC COMMISSION OVERSIGHT; PROHIBITING THREATS, COERCION, AND RETALIATION; PROVIDING ENFORCEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS,

WHEREAS, the Town of Pembroke Park operates under a Commission-Manager form of government pursuant to its Town Charter; and

WHEREAS, the Town Commission is the governing body of the Town and is vested exclusively with the authority to appoint, evaluate, discipline, and remove Charter officers and Commission-appointed directors; and

WHEREAS, the Town Manager serves as the chief administrative officer and is authorized to conduct day-to-day administrative operations only within the limits of the Town Charter and lawful Commission policy; and

WHEREAS, no individual official, including the Town Manager, possesses unilateral authority to discipline, threaten, coerce, suspend, demote, reassign, or terminate Charter officers or Commission-appointed directors except as expressly authorized by formal action of the Town Commission; and

WHEREAS, the Town Commission finds that misuse of administrative authority—whether through threats, informal discipline, retaliation, or coercive practices—undermines lawful governance and exposes the Town to significant legal and operational risk; and

WHEREAS, the Town Commission further finds it necessary to allow for limited emergency action in rare circumstances involving serious misconduct, while ensuring immediate Commission oversight and control;

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

Section 1. Exclusive Commission Authority.

All Charter positions and Commission-appointed directors shall be appointed, evaluated, disciplined, and removed solely by the Town Commission acting collectively, through formal Commission action in accordance with the Town Charter and applicable law.

Section 2. Strict Limitation on Town Manager Authority.

The Town Manager shall conduct day-to-day administrative and operational functions strictly within the limits established by the Town Charter and Commission policy.

Nothing in this Resolution shall be construed to authorize the Town Manager to independently discipline, threaten, intimidate, suspend, demote, reassign, evaluate for punitive purposes, or terminate any Charter officer or Commission-appointed director.

Section 3. Mandatory Commission Review of Alleged Misconduct.

In the event the Town Manager alleges misconduct, performance deficiencies, or policy violations by a Charter officer or Commission-appointed director:

- a. The allegation shall be reduced to writing and submitted to the Town Commission through the Town Attorney or Human Resources Director;
 - b. No disciplinary or adverse employment action of any kind, including threats, written warnings, adverse evaluations, reassignments, or changes in duties or compensation, shall be initiated, threatened, or implied unless and until the Town Commission reviews the matter and provides formal direction;
 - c. The Town Commission shall determine whether:
 1. An investigation is warranted;
 2. Corrective or disciplinary action is appropriate; or
 3. No action shall be taken; and
 - d. Any action taken in violation of this Section is declared unauthorized, improper, void, and of no legal effect.
-

Section 4. Limited Emergency Paid Suspension Authority.

Notwithstanding the foregoing, the Town Manager may impose a temporary paid administrative suspension of a Charter officer or Commission-appointed director only under the following narrow circumstances:

a. Emergency Defined.

An emergency suspension may be imposed only where the Town Manager has a good-faith, articulable belief, supported by specific facts, that the employee's continued presence presents an immediate and substantial risk to:

- Workplace safety;
- An ongoing criminal or serious misconduct investigation; • Evidence preservation; or • The Town's legal or ethical obligations, including but not limited to allegations of sexual misconduct, harassment, violence, or abuse of authority.

Mere allegations of insubordination, policy disagreement, performance concerns, or refusal to carry out directives reasonably believed to be unauthorized shall not constitute an emergency.

b. Immediate Written Notice.

Any emergency suspension shall:

1. Be paid;
2. Be expressly characterized as non-punitive; 3. Be documented in writing within twenty-four (24) hours, stating the specific factual basis; and 4. Be immediately transmitted to the Town Commission through the Town Attorney and Human Resources Director.

c. Automatic Commission Review and Expiration.

Any emergency suspension imposed by the Town Manager shall automatically expire unless reviewed and affirmed, modified, or lifted by the Town Commission at the next available Commission meeting or within seven (7) calendar days, whichever occurs first.

d. No Expansion or Circumvention.

An emergency suspension:

- Shall not be extended, converted, or repeated without express Commission approval; • Shall not be used as leverage, retaliation, or coercion; and • Shall not result in discipline, adverse evaluation, reassignment, or reduction in pay or benefits absent Commission action.

e. Void if Improper.

Any suspension imposed outside the strict confines of this Section is declared unauthorized, improper, void, and of no effect, and may constitute grounds for disciplinary action against the official imposing it.

Section 5. Absolute Prohibition on Threats, Coercion, and Retaliation.

No individual official, including the Town Manager, shall threaten, coerce, retaliate against, or otherwise interfere with a Charter officer or Commission-appointed director for adhering to the Town Charter, lawful Commission directives, or professional and legal obligations.

Section 6. Enforcement.

Failure to comply with this Resolution by any individual official, including the Town Manager, shall constitute grounds for corrective or disciplinary action by the Town Commission, up to and including termination, subject to applicable law.

Section 7. Implementation.

The Town Attorney and Human Resources Director are directed to immediately align all personnel policies, supervisory practices, and procedures with this Resolution and the Town Charter.

Section 8. Severability.

If any provision of this Resolution is held invalid, such invalidity shall not affect the remaining provisions.

Section 9. Effective Date.

This Resolution shall take effect immediately upon adoption.

Sent from my iPhone

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

DAVID M. LYNCH



14 YEARS EXPERIENCE IN MUNICIPAL LEADERSHIP

August 8, 2023

Re: Interim Town Manager position

**Pembroke Park Commissioners
Pembroke Park, Florida**

Dear Commissioners:

I am in the process of relocating to southeast Florida as my son is moving his law practice to your area. You came to my attention through an email from the INTERNATIONAL CITY MANAGER'S ASSOCIATION, of which I am a member.

There are a host of activities I've been involved with which you can see in my resume. However, perhaps the most important thing I bring to the table is my ability to obtain grants, especially for infrastructure. I personally processed and bird-dogged grant activities on behalf of municipalities and boast the *highest per capita rate of success in obtaining municipal grants in the history of the State of Ohio.*

I am in close contact with members of Congress and the United States Senate with reference to a new infrastructure bill recently passed and signed by the President. This bill, called the INFLATION REDUCTION ACT is beginning to be implemented by the various federal agencies. This bill is simply a renegotiated version of BUILD BACK BETTER.

There will then be available the largest number of infrastructure and operating support dollars for local government in the history of the world. I have the experience and track record to enhance the funding for infrastructure in the Town of Pembroke Park as never before and I'm excited about this amazing grant funding opportunity which is coming down the pike. I have been reading

your agendas and you have a lot of projects that will benefit from the money that I can bring in.

Your profile shows you are situated in a sweet spot for receipt of new Federal dollars, if you have someone to properly guide you in the process. And I don't mean an outside consultant: I mean a Town Manager who is like a dog with a bone in pursuing this amazing opportunity. *I am confident in my ability to bring new funds to your government.*

I also have a unique set of skills in the management area with my experience in municipal government and financial management. In my several years as a municipal manager, I have won the GFOA (Government Finance Officers Association) award for financial reporting and accountability every single year. In Newton Falls, we not only have won this award every year of my tenure there but our audit has been *citation free* for all 3 of my years there.

My management experience includes wastewater, water, storm water management, electric, and solid waste, experience that will come in handy as you have a *very vibrant service profile* as well. I feel like the Town of Pembroke Park was tailor-made for me from a management perspective. I am hoping to combine my passion for local government with my management skills: quality control in service delivery is my specialty.

Lastly, I call your attention to my experience in economic development. I have successfully negotiated incentive programs that have created over 3000 jobs in a single project as well as bringing in new small to medium businesses as well. I also believe in job retention: never overlook your current business operators. I have even served as an official instructor for municipal economic development here in Ohio. I know the ropes in this area.

If Pembroke Park truly means BIG BUSINESS, then I would be perfect fit for your beautiful community.

I want to carry forward with great things for the Town of Pembroke Park. I hope to see you shortly so we can take the measure of each other.

Sincerely,

David M. Lynch

DAVID M. LYNCH



**PRESIDENT OF THE OHIO MUNICIPAL LEAGUE REPRESENTING ALL
OHIO CITIES**

**SELECTED AMERICA’S MOST OUTSTANDING YOUNG MAYOR BY THE
UNITED STATES JUNIOR CHAMBER OF COMMERCE**

2022-2023	Director-Muny Grants-Grant Specialists for Local Govt.
2018- 2021	Newton Falls (Population 5,000) City Manager 3 YEARS
2009-2017	Corporate Municipal Economic Development Consultant Guiding Projects in Collier County, Florida-ZONING SPECIALIST
1997-2008	POLITICAL COMMENTATOR (Channel 3 NBC News, Fox 8)
1997–2002	LAW DIRECTOR, WESTLAKE, OHIO (Population 31,000) (Oversaw legal requirements and documents for construction of Westlake’s New \$13 million Community Center)
1988 – 1995	MAYOR OF THE CITY OF EUCLID (Population 68,000) FULL TIME SERVING AS CHIEF OPERATING OFFICER CREATED 3000 NEW JOBS: LINCOLN ELECTRIC NEW INTERNATIONAL HEADQUARTERS IN EUCLID, OHIO
1985 – 1987	COUNCILMAN, City of Euclid Ward III
1982 – 1984	ASSISTANT PROSECUTING ATTORNEY/ ASST. LAW DIR. City of Cleveland-CODE ENFORCEMENT SPECIALIST

EDUCATION

**GEORGETOWN UNIVERSITY LAW SCHOOL
Washington, D.C.**

Juris Doctor Degree

JOHN CARROLL UNIVERSITY

20700 N. Park

University Heights, Ohio

B.A. Degree in English Literature, *Minor in Art History*

Magna Cum Laude (Spanish Language Winner)

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RESTORED BUILDING CULTURAL CENTER FOR THE PERFORMING
AND VISUAL ARTS**

AUTHOR, CITY OF CLEVELAND POLICE USE OF FORCE POLICY

**Instructor for *Economic Development Incentives* for The Ohio Municipal
Attorneys Association**

**Established Newton Falls Community Center contract with Heritage Accord
for Cultural Arts Center**

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Accuracy in Municipal Financial Reporting for Ohio Municipalities**

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ASSOCIATION (GFOA)**

**2020 negotiated Scope (Senior Citizen Opportunity for Personal Endeavors)
relocation into Newton Falls City Hall—creating full service senior culture
and arts center locally**

2020 Initiated and Implemented First AMI Metering program in Trumbull County for Water and Electric utilities

2020 Negotiated and Obtained highest Infrastructure Grant funding level in History of Newton Falls—Set Record for Fastest within Budget Project Completion Rate in State

2020 Negotiated *Luxaire* Corporation Annexation Incentive Agreement

2019 Established NFTV Cable TV and Youtube channel for Live Broadcast of Newton Falls High School Football and Basketball

2019 Recognized for *Venture Plastics* Corporation Manufacturing Economic Development project bringing 300 Jobs into Newton Falls

2019 Initiated first Municipal Fiber Optic System in Trumbull County—IN FEASIBILITY STUDY

CUYAHOGA COUNTY SOLID WASTE DISTRICT MEMBER

MEMBER STATE OF OHIO BOND ISSUANCE GRANT COMMITTEE (OPWC)

**President of The Ohio Municipal League, representing all cities
in
the State of Ohio**

CREATED 3000 NEW JOBS: LINCOLN ELECTRIC NEW INTERNATIONAL HEADQUARTERS IN EUCLID, OHIO

America's Most Outstanding Young Mayor by the United States National Junior Chamber of Commerce

Cleveland Heights High School Hall of Fame

Recipient of the Outstanding Young Clevelander Award in the area of Government by the Cleveland Jaycees

Leadership Cleveland Graduate

Lynch, David

TWM-Town Manager

Position ID - P2E202423

Reports To - Reports To No One

Department - 000100-Administration

Business Unit - ADMIN-Administration

Location - 001-Town of Pembroke Park

REVIEW INFORMATION

August 2025

Review Period - 08/01/2024 to 07/31/2025

Status - Employee Acknowledged

Target Completion Date - 08/02/2025

REVIEWER INFORMATION

Reviewer - Jacobs, Geoffrey

Evaluation Instructions

The purpose of an Employee Performance Evaluation is to inform the employee on their performance of assigned duties in their position. The process also promotes improved customer service by pinpointing performance areas for commendation and/or improvement. Well-planned coaching/counseling sessions during the evaluation also assist an employee in his/her development going forward. An evaluation should be conducted with fairness, honesty and with a sincere interest of the employee.

The objectives of a good evaluation are:

- To recognize and commend good performance.
- To assure quality performance by identifying and correcting areas requiring improvement.
- To provide consistent feedback and discussion between an employee and the supervisor regarding performance expectations.
- To improve job satisfaction, productivity and morale.

The supervisor is to provide a performance rating score for each category during the evaluation. The scale has five possible ratings. Each is assigned a numerical value for the purpose of determining an overall score for the evaluation period. Please review the following definitions of the performance ratings before you evaluate the employee's performance.

Definition of Performance Ratings

Score of 0.00-1.99 = Unsatisfactory: The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Improvement is greatly needed and will require increased effort and training. *(If the overall rating is unsatisfactory the rater must give a written statement of factual substantiation for the rating. In addition, copies of disciplinary actions, oral and written counseling, and suspension reports.)*

Score of 2.00-2.99 = Marginal/Needs Improvement: The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance. *(If the overall rating is Marginal/Needs Improvement the rater must give a written statement of factual substantiation for the rating.)*

Score of 3.00-3.59 = Expected Performance: Work performance is consistently up to the standard expected of a thoroughly competent employee in that position. Employee is able to establish and meet reasonable goals and objectives.

Score of 3.60-4.59 = Exceeds Objectives: Employee exceeds performance objectives on a regular basis. Employee is making a valuable contribution to the town. Errors are infrequent and are typically detected and corrected by the employee.

Score of 4.60-5.00 = Exceptional: Work performance is consistently and substantially well above the standard expected of a thoroughly competent employee. Performance is distinctly

superior. Employee exceeds established work standards and objectives for the position. Employee responds well to change and handles unanticipated problems/situations. *(If the overall rating is exceptional the rater must give a written statement of factual substantiation for the rating).*

Instructions to Raters

1. The ratings should be made with great care, fairness, and in the best interest of the employee and the Town of Pembroke Park.
2. This evaluation of the employee's performance should reflect the entire rating period.
3. Rating supervisors should have been the direct supervisor over the rated employee for at least three (3) months of the period being evaluated. If less than three months, the employee's previous supervisor should be consulted.
4. As part of the evaluation process, a counseling interview should be held between the employee and supervisor. At a minimum, the supervisor should offer praise for a job well done; offer positive assistance in remedying any weaknesses in performance; and give the employee opportunity to express his/her feelings and thoughts in all job-related areas.
5. The rater should reference the employee's job description and use sound judgment in making the rating.

RATING SCALE

0 - Unsatisfactory	The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Improvement is greatly needed and will require increased effort and training. (If the overall rating is unsatisfactory the rater must give a written statement of factual substantiation for the rating. In addition, copies of disciplinary actions, oral and written counseling, and suspension reports.)
2 - Marginal/Needs Improvement	The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance. (If the overall rating is Marginal/Needs Improvement the rater must give a written statement of factual substantiation for the rating.)
3 - Expected Performance	Work performance is consistently up to the standard expected of a thoroughly competent employee in that position. Employee is able to establish and meet reasonable goals and objectives.
4 - Exceeds Objectives	Employee exceeds performance objectives on a regular basis. Employee is making a valuable contribution to the town. Errors are infrequent and are typically detected and corrected by the employee.
5 - Exceptional	Work performance is consistently and substantially well above the standard expected of a thoroughly competent employee. Performance is distinctly superior. Employee exceeds established work standards and objectives for the position. Employee responds well to change and handles unanticipated problems/situations. (If the overall rating is exceptional the rater must give a written statement of factual substantiation for the rating).

QUESTIONS

Instructions

Conducting employee performance appraisals is a productive and meaningful activity that positively contributes to the success of our organization. For each of the questions or key performance indicators, you should measure the productivity of the employee and how he/she builds relationships across all levels of your organization to assist with effective and coordinated work.

1 - Employee possesses a clear understanding of the responsibilities and tasks they must perform and uses job techniques and skills required of the position while demonstrating the skills and tools necessary to perform the job effectively.

Weighted at
6.25%

Category - Job Knowledge

Reviewer Response

4.0 Exceeds Objectives

Comments not provided

2 - The thoroughness, accuracy, and overall quality of the employee's work.

Weighted at
6.25%

Category - Performance

Reviewer Response

4.0 Exceeds Objectives

Comments not provided

3 - Demonstrates the ability to think and act independently. Seeks to improve level of work by initiating action on their own to accomplish the task without direction.

Weighted at
6.25%

Category - Initiative

Reviewer Response

5.0 Exceptional

Comments not provided

4 - Possesses the ability to react to and compensate for necessary changes in operations.

Weighted at
6.25%

Category - Adaptability to Change

Reviewer Response

4.0 Exceeds Objectives

Comments not provided

5 - Reporting to work on time; conformance to work hours; appropriate use of leave time.

Weighted at
6.25%

Category - Reliability & Attendance

Reviewer Response

5.0 Exceptional

Comments not provided

6 - Maintains a safe and pleasant work environment, following safety regulations, and actively contributes toward a safe workplace.

Weighted at
6.25%

Category - Work Environment & Safety

Reviewer Response

4.0 Exceeds Objectives

Comments not provided

7 - Regularly complies with policies and procedures, adheres to management directions; respects chain of command.

Weighted at
6.25%

Category - Policies & Procedures

Reviewer Response

3.0 Expected Performance

Comments not provided

8 - Effectively communicates orally through active listening and sharing relevant information with co-workers, supervisors, subordinates, and customers.

Weighted at
6.25%

Category - Communication

Reviewer Response

4.0 Exceeds Objectives

Comments not provided

9 - Makes and fulfills commitments, has an established pattern of meeting deadlines, accepts responsibility for their actions, arrives to meetings on time and is prepared to contribute.

Weighted at
6.25%

Category - Dependability & Integrity

Reviewer Response

4.0 Exceeds Objectives

Comments not provided

10 - Maintains effective working relationships; handles conflict appropriately and presents ideas effectively.

Weighted at
6.25%

Category - Interpersonal Effectiveness/Teamwork/Interaction

Reviewer Response

4.0 Exceeds Objectives

Comments not provided

11 - Employee demonstrates a commitment toward achieving results. Tasks are completed efficiently and effectively.

Weighted at
6.25%

Category - Job Productivity

Reviewer Response

4.0 Exceeds Objectives

Comments not provided

12 - Enthusiasm for position, department, and wellness.

Weighted at
6.25%

Category - Passion

Reviewer Response

4.0 Exceeds Objectives

Comments not provided

13 - Willingness to be active in the learning opportunities presented.

Weighted at
6.25%

Category - Trainability

Reviewer Response

4.0 Exceeds Objectives

Comments not provided

14 - Reports to work dressed appropriately, well-groomed, and good personal hygiene.

Weighted at
6.25%

Category - Appearance

Reviewer Response

5.0 Exceptional

Comments not provided

15 - Demonstrates a clear understanding of the town's customer service expectations. Identifies & acknowledges internal/external customer needs and expectations while responding to them professionally and accurately in a timely manner.

Weighted at
6.25%

Category - Customer Service

Reviewer Response

4.0 Exceeds Objectives

Comments not provided

16 - The amount of work accomplished by the employee with accuracy, neatness, and creativity.

Weighted at
6.25%

Category - Quality/Quantity of Work

Reviewer Response

4.0 Exceeds Objectives

Comments not provided

COMPETENCIES

Instructions

Conducting employee performance appraisals is a productive and meaningful activity that positively contributes to the success of our organization. Competencies define the knowledge, skills, abilities, and behaviors that lead to superior performance. For each of the competencies, you should measure the level of proficiency the employee has demonstrated and indicate the employee's ability to successfully perform the assigned job role.

(NOTE: Some employees may not have competencies tied to their job title.)

1 - Confidence & Creativity	Weighted at 15%
Uses innovation and critical thinking to navigate challenges.	

Reviewer Response

4.0	Exceeds Objectives
------------	--------------------

Yes

2 - Emotional Intelligence (EQ)	Weighted at 10%
Displays ability to manage emotions, empathize with others, and navigate social interactions through self-awareness, empathy, conflict resolution, and adaptability.	

Reviewer Response

4.0	Exceeds Objectives
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Yes

3 - Inspire	Weighted at 15%
Demonstrates enthusiasm to work towards a common objective, and desires to assume responsibility. Originates or develops ideas and demonstrates initiative. Encourages employees to develop knowledge and skills by guidance, coaching and on-the-job training.	

Reviewer Response

4.0 Exceeds Objectives

Yes

4 - Management

Weighted at 20%

Defines and communicates standards of performance and expectations, delegates appropriate tasks and decisions and develops realistic operating and fiscal plans to achieve goals. Coaches and provides staff with a clear sense of direction, adequate resources and the authority necessary to accomplish goals. Holds staff accountable and takes corrective action when necessary; provides challenging assignments and opportunities for development; shows appreciation for employee contributions; and encourages employee's career development.

Reviewer Response

4.0 Exceeds Objectives

Yes

5 - Planning & Organizational Skills

Weighted at 20%

The ability to plan and organize work of the division, using goal setting, objectives, targets, creating work-plans with associated resources, according to the department's procedures, in order to achieve the tasks, functions and results/outputs required of the division.

Reviewer Response

5.0 Exceptional

Yes

6 - Strategic Thinking

Weighted at 20%

Weighs risks and benefits while keeping long & short-term goals in mind.

Reviewer Response

5.0 Exceptional

Yes

OVERALL COMMENTS

Reviewer Response

Overall Rating	Questions	Competencies
4.15 Exceeds Objectives	4.13	4.40

Great work, let's make next year working together even better.

EMPLOYEE ACKNOWLEDGEMENT

I hereby acknowledge that I have read and discussed this review with my manager. I understand that I may submit a comment which will be retained with this review.

Employee Signature

Acknowledgement Date

DAVID M LYNCH

08/22/2025

Employee Comments

It is a joy to work here with and for such dedicated people. This town has unlimited potential!

Concerns Regarding City Manager Conduct

From ashira mohammed <ashira.ann@gmail.com>
Date Thu 11/13/2025 10:44 AM
To Bradley Frishman <bfrishman@tppfl.gov>
Cc Jacob Horowitz <JHorowitz@GorenCherof.com>

Hi Brad,

I am writing regarding recent conduct by the City Manager, David. I will be meeting with him later today to address these issues, and I would like you to be present for that meeting. I will also be including our Town Attorney, Jacob Horowitz, on this email for awareness. Please note that I have not yet sent my separate emails to Mr. Horowitz.

Over the past several weeks, I have observed and received reports of conduct that raises concerns for policy compliance, staff workplace conditions, and adherence to the Town Charter. For the record, these are the items I am documenting:

1. Misstatements Regarding Purchasing Policy

David has repeatedly told staff and others that my recent health fair purchases were improper or unauthorized. This is incorrect. Under Town policy, purchases under \$1,500 do not require a purchase order. My purchases were under \$1500 and fully compliant. These misstatements have created confusion and undermine confidence in the purchasing process.

2. Inappropriate Comments to Staff, Vendors, and Others

There have been multiple instances where David has made remarks about me that are inaccurate and unprofessional, including implications that I misappropriated town resources and commentary regarding my personal employment status. These statements are unnecessary, untrue, and inappropriate for his role as City Manager.

3. Attempts to Escalate Concerns to Individual Commissioners

David has brought concerns about me to other Commissioners as if they have supervisory authority over me. This is inconsistent with the Town Charter, which establishes all Commissioners as equals and places the City Manager under the Commission as a whole. This behavior is inappropriate and creates unnecessary tension.

4. Staff Intimidation Concerns

I have received information indicating staff members feel pressured or intimidated when asked to carry out directives that may conflict with policy, budget limitations, or Commission direction. Staff must feel safe bringing concerns forward and must be able to follow established procedures without fear of retaliation.

5. Budget & Spending Issues

Certain spending proposals or actions appear arbitrary or lacking a clear governmental purpose, including discussions such as constructing a shed on private property without a formal policy, eligibility criteria, or Commission approval. Any Town expenditure must remain within the adopted budget and serve a legitimate public purpose that is applied equitably to all residents.

6. Community Event Direction

Commission direction has consistently required healthy food options at the health fair. Recent recommendations to provide low-quality items conflicted with established practice and created confusion for event planning.

Given the seriousness of these concerns and the need for clarity moving forward, I would appreciate your presence during my meeting with David today. I am documenting this in advance to ensure transparency and to establish a proper record.

Please confirm that this email will be placed in his personnel file.

Thank you,

Ashira

Sent from my iPhone

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.



Date: September 24, 2025

To: Pembroke Park Town Commission

From: Ashira Mohammed, Commissioner

Subject: Concerns Regarding the Performance of Town Manager David Lynch

This memo documents a pattern of mismanagement, disregard for Commission authority, and wasteful practices under Town Manager David Lynch. These issues span fiscal oversight, employee relations, organizational management, compliance with policy, and overall governance. Together, they represent a systemic failure of leadership that undermines the Town's finances, operations, and public trust.

1. Mishandling of Funds

- Authorized extra pay to Joseph Lacayo after resignation, along with inflated hourly payments (\$225/hr) for nonexistent transition plans.
- Proposed spending \$250,000+ for Christmas lights in the park, funds that could otherwise support infrastructure needs.
- Approved \$1,500 for an ice sculpture that lasted one hour.
- Paid \$300 to a crossing guard for a guessing game about their job title.
- Allowed Stanley Merantus to receive a full month of pay, an additional month of health insurance, continued access to a Town vehicle, and use of a P-card after termination.
- Authorized redundant hurricane training by outside meteorologists and pursued the purchase of a U-bolt rescue craft without liability protections or Commission approval.

2. Mishandling of Employee Relations

- Prevented the Building Official from managing attendance, allowing incessant tardiness and absences.
- Blocked the HR Director from documenting misconduct, including verbal threats between employees, mishandled purchase orders, and traffic violations in Town vehicles.
- Instituted mandatory 'employee appreciation luncheons' where staff were forced to plan and participate under threat of discipline. Employees frequently used leave time to avoid these events.
- Expanded staff with nonessential positions (Business Relations Manager, Applicant Advocate, Security Guard, Deputy Building Official, additional finance staff) while eliminating critical positions (Code Enforcement, Deputy Town Manager).

- Demonstrates a pattern of being dismissive, not listening to staff or commissioners, and passing responsibilities onto others, including overuse of contractors.

3. Lack of Management & Oversight

- Allowed a culture of employees arriving late, leaving early, or not showing up at all while still receiving full-time pay and benefits.
- No oversight or accountability for department heads; no direction or measurable goals.
- Failed to establish policies or procedures for ARPA-funded home rehabilitation, leaving funds unstructured and at risk.
- Directed employees to perform work on private property for residents, creating liability for the Town. No hold harmless agreements were secured, no permits were obtained, and there is no clarity as to who bears responsibility for the work performed.
- Demonstrates little knowledge of department functions or his own responsibilities as Town Manager.

4. Policy Violations and Noncompliance

- Terminated the independent investigator in the Rutlinger–Williamson harassment case, in violation of ordinance requirements, and produced a 'zero findings' report despite multiple credible complaints.
- Signed off on raises tied to harassment rather than performance or increased responsibilities, contrary to handbook requirements.
- Consistently prohibited supervisors and HR from documenting issues that are critical for liability protection and employee discipline.

5. Attempts to Strip Commission Authority

- Promoted staff and hired department heads without Commission approval, leaving the body no choice but to accept the appointments.
- Altered or misrepresented pay study documentation to justify questionable decisions.
- Allowed checks to be signed by himself and the Finance Director without Commission oversight.
- Stamped Commission signatures on documents without actual Commission review or authorization, bypassing oversight and accountability.
- Attempted to consolidate HR and IT oversight under his office in contradiction of Commission directives.
- Misled the Commission about candidate Manny, falsely claiming he declined a position that was never formally offered.

Conclusion

David Lynch's actions reveal systemic failures in leadership, accountability, fiscal responsibility, and respect for Commission authority. His mismanagement has wasted taxpayer resources, exposed the Town to liability, and eroded both employee morale and public trust. Based on documented incidents, his performance as Town Manager is unsatisfactory and unacceptable.

Employee Performance Evaluation

Employee Information

Employee: David Lynch

Position: City Manager

Reports To: Town Commission

Department: Administration

Review Period: 08/01/2024 to 07/31/2025

Status: Draft – For Commission Review

Reviewer Information

Reviewer: Commissioner Ashira Mohammed

Instructions

Conducting employee performance appraisals is a productive and meaningful activity that positively contributes to the success of our organization. For each of the questions or key performance indicators, you should measure the productivity of the employee and how he/she builds relationships across all levels of the organization to assist with effective and coordinated work.

1 - Employee possesses a clear understanding of the responsibilities and tasks they must perform and uses job techniques and skills required of the position while demonstrating the skills and tools necessary to perform the job effectively.

Category: Job Knowledge | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Fails to demonstrate understanding of City Manager responsibilities or departmental functions. Shows lack of oversight and accountability.

2 - The thoroughness, accuracy, and overall quality of the employee's work.

Category: Performance | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Frequently misrepresents information to the Commission (e.g., DemandStar 'computer glitch'). Reports incomplete or misleading.

3 - Demonstrates the ability to think and act independently. Seeks to improve level of work by initiating action on their own to accomplish tasks without direction.

Category: Initiative | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Initiatives taken have been wasteful or harmful (e.g., ice sculpture, unauthorized hires, unnecessary trainings).

4 - Possesses the ability to react to and compensate for necessary changes in operations.

Category: Adaptability to Change | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Attempts to centralize power and override Commission directives rather than adapting constructively.

5 - Reporting to work on time; conformance to work hours; appropriate use of leave time.

Category: Reliability & Attendance | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Fails to ensure reliable attendance from staff; employees frequently absent with no accountability.

6 - Maintains a safe and pleasant work environment, following safety regulations, and actively contributes toward a safe workplace.

Category: Work Environment & Safety | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Creates hostile morale through forced luncheons and misuse of staff; directed staff to private property tasks.

7 - Regularly complies with policies and procedures, adheres to management directions; respects chain of command.

Category: Policies & Procedures | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Violated policies handling harassment complaints, circumvented ordinances, blocked HR documentation.

8 - Effectively communicates orally through active listening and sharing relevant information with co-workers, supervisors, subordinates, and customers.

Category: Communication | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Communication with Commission is misleading and dishonest (e.g., misrepresentation of Manny's candidacy). Additionally, he is dismissive and does not listen to input from staff, Commission, or residents, disregarding feedback entirely. He frequently passes work off to others, including over-reliance on contractors, rather than handling responsibilities directly.

9 - Makes and fulfills commitments, meets deadlines, accepts responsibility for actions, arrives to meetings on time, and is prepared to contribute.

Category: Dependability & Integrity | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Compromised integrity through mishandling funds (Lacayo, Merantus, Christmas lights). Lacks transparency.

10 - Maintains effective working relationships; handles conflict appropriately and presents ideas effectively.

Category: Interpersonal Effectiveness/Teamwork/Interaction | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Damages staff morale by coercion and undermines Commission authority by directing staff not to show respect.

11 - Demonstrates a commitment toward achieving results. Tasks are completed efficiently and effectively.

Category: Job Productivity | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Town operations stagnate; critical roles like Code Enforcement eliminated while staff expanded without oversight.

12 - Enthusiasm for position, department, and wellness.

Category: Passion | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: No evidence of positive passion for Town welfare. Energy directed to power consolidation and frivolous spending.

13 - Willingness to be active in the learning opportunities presented.

Category: Trainability | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Rejects Commission feedback and repeats poor practices.

14 - Reports to work dressed appropriately, well-groomed, and with good personal hygiene.

Category: Appearance | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Not a primary concern; substantive failures in management remain central.

15 - Demonstrates understanding of the Town's customer service expectations; responds professionally and accurately in a timely manner.

Category: Customer Service | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Fails to prioritize residents; misused staff on private property tasks; wasted funds meant for community benefit.

16 - The amount of work accomplished with accuracy, neatness, and creativity.

Category: Quality/Quantity of Work | Weighted at 6.25%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Output characterized by incomplete, misleading, or damaging actions; no measurable improvements.

Competencies

1 - Confidence & Creativity

Weighted at 15%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Confidence is misplaced, overriding Commission authority and exposing Town to liability.

2 - Emotional Intelligence (EQ)

Weighted at 10%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Fails to demonstrate emotional awareness or respect; morale damaged by forced events.

3 - Inspire

Weighted at 15%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Does not inspire employees or Commission; morale and trust eroded.

4 - Management

Weighted at 20%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Fails to manage departments; absenteeism unchecked; nonessential staff expanded; vital roles eliminated.

5 - Planning & Organizational Skills

Weighted at 20%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Poor planning (e.g., lift station removal risking flooding, no ARPA program established).

6 - Strategic Thinking

Weighted at 20%

Reviewer Response

1.0 Unsatisfactory

Reviewer Notes: Focuses on consolidating power rather than improving Town operations; manipulated pay study, unauthorized hires.

Overall Comments

Overall Rating	Questions	Competencies
1.0 Unsatisfactory	1.0	1.0

David Lynch's performance as City Manager is unsatisfactory across all categories and competencies. He has repeatedly violated policy, mishandled funds, ignored Commission authority, and failed to manage staff effectively. His actions have created liability for the Town, wasted taxpayer dollars, and eroded trust. His continuation in this role presents serious risks to the Town's finances, operations, and governance.

Memo from Commissioner Ashira Mohammed

Since my arrival, I have observed troubling patterns of mismanagement from David Lynch as City Manager. Concerns include mishandling of funds (e.g., Lacayo payouts, Christmas lights, Merantus benefits), employee relations failures (blocking HR documentation, refusing accountability for tardiness and threats), lack of oversight (no ARPA program, absentee staff paid full-time), and consistent attempts to undermine Commission authority through unauthorized hires, pay study manipulation, and unauthorized check approvals. His leadership has proven to be unsatisfactory, unsustainable, and damaging to the Town.



Agenda Item Report

Subject:	Feasibility Study – Bringing Grant Writing In-House - Sponsored by Acting Clerk Commissioner Morrisette
Meeting Date:	Special Commission Meeting - March 31, 2026
Prepared For:	Special Commission
Staff Contact:	Erik Morrisette, Acting Clerk Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	The organization currently relies on contracted grant writing services for proposal development, prospect research, and reporting. While this model has supported several successful awards, it has also presented challenges, including limited availability during peak cycles, higher per-project costs, and reduced continuity in institutional knowledge. As the organization's funding needs grow, leadership has expressed interest in evaluating whether establishing an internal grant writing function would improve efficiency, quality, and long-term sustainability.
Staff Recommendations:	
Procurement:	
Financial Implications:	The financial impact of bringing grant writing in-house is expected to be cost-positive over time. While the organization would incur annual expenses for salary, benefits, professional development, and grant management tools, these costs are projected to be

	lower than current spending on external consultants. An internal grant writer also increases capacity to pursue a higher volume of competitive grants, potentially generating additional revenue that exceeds the position's cost. Beyond direct savings, the organization gains long-term value through improved proposal quality, stronger funder relationships, and better alignment between funding opportunities and strategic priorities.
Alternatives:	

Attachments:

None



Agenda Item Report

Subject:	Discussion and possible action on donating funds to Lake Forest and Watkins Elementary for Teacher Appreciation Week - Sponsored by Commissioner Mohammed
Meeting Date:	Special Commission Meeting - March 31, 2026
Prepared For:	Special Commission
Staff Contact:	Ashira Mohammed, Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Teacher appreciation week

From: [ashira mohammed](#)
To: [Jacob Horowitz](#)
Subject: Teacher appreciation week
Date: Sunday, March 29, 2026 1:22:05 PM

Good afternoon Att. Horowitz,

I received the attached message from one of our local teachers regarding Teacher Appreciation Week and a request for community support.

I recall that last year the Town sponsored a luncheon for teachers, and I would like to explore what options, if any, are available to support them this year.

Can you please advise on:

1. What actions the Town may legally take to support teachers (e.g., meals, events, or other forms of recognition);
2. Any limitations on the use of Town funds or resources for this purpose; and
3. Whether individual commissioners may participate in or promote third-party efforts such as gift registries.

I want to ensure that any support is done appropriately and in compliance with applicable laws and policies.

Thank you,

Ashira Mohammed
Commissioner, District 5
Town of Pembroke Park

Please support and Thank you! Teachers don't just teach... they pour.

**They pour into children who come to school hungry, tired, and sometimes hurting.
They pour into lessons late at night when no one is watching.
They pour into OUR children with patience, love, and sacrifice—often using their own money, their own time, and their own hearts.**

And the truth is...

****they don't get nearly enough in return.****

Teacher Appreciation Week is May 4–May 8, and this is our moment to do more than say “thank you.”

This is our moment to **SHOW UP for the people who show up every single day for our children.**

A small gift.

A thoughtful gesture.

A simple act of kindness.

It may seem small to you...

But to a teacher who feels unseen, it means everything.

**I've created a gift list to make it easy for you to bless a teacher this week.
Let's not miss this opportunity to give back to those who give so much.**

Check out the gift list here:

**[https://www.amazon.com/registries/gl/guest-view/XDEIL7ZNQ8TY?
ref_=cm_sw_r_apann_ggr-subnav-share_8HA0XQ81N9HS1RY7NYDG&language=en-
US](https://www.amazon.com/registries/gl/guest-view/XDEIL7ZNQ8TY?ref_=cm_sw_r_apann_ggr-subnav-share_8HA0XQ81N9HS1RY7NYDG&language=en-US)**

**Because behind every successful child...
There is a teacher who never gave up.**

Let's honor them the right way.

Sent from my iPhone

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Agenda Item Report

Subject:	Consideration and Approval to Award RFQ 25-02 for Drainage and Stormwater — Sponsored by Procurement Administrator Woodbury RESOLUTION NO: 2026-031 A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 FOR DRAINAGE AND STORMWATER ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - March 31, 2026
Prepared For:	Special Commission
Staff Contact:	
Dept/Group:	Finance
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Resolution No: 2026-031

2. RFQ_25-02_Proposal_Evaluation_Scoring - Discipline 8 Drainage _ Stormwater
3. Award Recommendation_Drainage _ Stormwater

RESOLUTION NO. 2026-031

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 FOR DRAINAGE AND STORMWATER ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town's Procurement Division advertised RFQ 25-02 Architectural and Engineering Services through Continuing Contracts (CCNA) in October 2025; and

WHEREAS, November 13, 2025, the Town received thirty (30) proposals, with eleven (11) firms submitting responses in the Drainage category; and

WHEREAS, the Evaluation Committee reviewed and evaluated all proposals and recommends the following ranking: 1. Kimley-Horn & Associates, 2. Chen Moore & Associates, 3. Craven Thompson & Associates, 4. Keith & Associates, and 5. Craig A. Smith & Associates; and

WHEREAS, the Town Commission desires to accept the Evaluation Committee's ranking and authorize the negotiation and execution of continuing services contracts with the top-ranked firms in accordance with CCNA requirements.

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 hereby approves the Evaluation Committee's recommended ranking for RFQ 25-02 for Stormwater and Engineer Services and authorizes the Town Manager or designee to negotiate and execute agreements with the top-ranked firms.

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 31st day of March, 2026.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

	Ardurra Group Inc.	Chen Moore & Associates	Craig A. Smith & Associates	Craven, Thompson & Associates	HBC Engineering
Professional Capabilities and Project Experience (Section 4.4)					
Gracie Escalante	17	23	18	18	15
Jeff Louis	18	25	25	25	20
Osmanny Larzabal	19	20	18	22	18
Total	18	22.66666667	20.33333333	21.66666667	17.66666667
(Experience of Key Personnel and Project Team (Section 4.5))					
Gracie Escalante	17	23	25	18	15
Jeff Louis	20	20	25	25	18
Osmanny Larzabal	19	20	15	22	18
Total	18.66666667	21	21.66666667	21.66666667	17
Relevant Completed Project Experience (Section 4.6)					
Gracie Escalante	17	23	18	18	15
Jeff Louis	20	20	20	20	18
Osmanny Larzabal	21	22	17	22	18
Total	19.33333333	21.66666667	18.33333333	20	17
Project Implementation Strategy and Approach (Section 4.7)					
Gracie Escalante	17	23	18	18	15
Jeff Louis	20	20	20	20	20
Osmanny Larzabal	23	22	17	23	18
Total	20	21.66666667	18.33333333	20.33333333	17.66666667
Total Average Score Overall	76	87	78.66666667	83.66666667	69.33333333

	Keith & Associates	Kimley-Horn	Rukan LLC	SSN Engineering	The BetaJones Group	WSB LLC
Professional Capabilities and Project Experience (Section 4.4)						
Gracie Escalante	18	23	4	15	7	10
Jeff Louis	25	25	9	18	10	10
Osmanny Larzabal	21	24	1	15	9	5
Total	21.33333333	24	4.666666667	16	8.666666667	8.333333333
(Experience of Key Personnel and Project Team (Section 4.5))						
Gracie Escalante	18	23	4	15	7	10
Jeff Louis	25	25	4	20	10	4
Osmanny Larzabal	22	24	1	15	9	5
Total	21.66666667	24	3	16.6666667	8.666666667	6.333333333
Relevant Completed Project Experience (Section 4.6)						
Gracie Escalante	18	23	4	15	6	10
Jeff Louis	20	25	4	20	9	4
Osmanny Larzabal	21	24	1	15	9	5
Total	19.66666667	24	3	16.6666667	8	6.333333333
Project Implementation Strategy and Approach (Section 4.7)						
Gracie Escalante	18	23	4	15	7	10
Jeff Louis	20	20	4	18	10	4
Osmanny Larzabal	21	24	1	15	9	5
Total	19.66666667	22.33333333	3	16	8.666666667	6.333333333
Total Average Score Overall	82.33333333	94.33333333	13.66666667	65.33333333	34	21

Memo

To: Honorable Mayor, Vice Mayor, and Commissioners
From: Stephanie Woodbury, Procurement Administrator
cc:
Date: March 19, 2026
Re: Award Recommendation – RFQ 25-02 Drainage and Stormwater

The Procurement Division advertised RFQ 25-02 Architectural and Engineering Services through Continuing Contracts (CCNA) in October 2025. On November 13, 2025, the proposals were opened and a total of thirty (30) firms submitted a proposal with a total of eleven (11) for Drainage. Which included proposals from Ardurra Group Inc., Chen Moore & Associates, Craig A. Smith & Associates, Craven Thompson & Associates, HBC Engineering, Keith & Associates, Kimley-Horn & Associates, Rukan LLC, SSN Engineering, The Beta Jones Group, and WSB LLC.

The proposals were reviewed and evaluated by the Evaluation Committee. We would like to recommend the following ranking.

- 1.) Kimley-Horn & Associates
- 2.) Chen Moore & Associates
- 3.) Craven, Thompson & Associates
- 4.) Keith & Associates
- 5.) Craig A. Smith & Associates



Agenda Item Report

Subject:	Consideration and Approval to Award RFQ 25-02 for Environmental Engineering Services — Sponsored by Procurement Administrator Woodbury RESOLUTION NO: 2026-032 A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 ENVIRONMENTAL ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - March 31, 2026
Prepared For:	Special Commission
Staff Contact:	
Dept/Group:	Finance
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Resolution No. 2026-032

2. RFQ_25-02_Proposal_Evaluation_Scoring - Discipline 5 Environmental Engineering
3. Award Recommendation_Environmental Engineering

RESOLUTION NO. 2026-032

**A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA,
APPROVING THE RANKING AND AUTHORIZING THE
NEGOTIATION AND EXECUTION OF CONTINUING SERVICES
CONTRACTS FOR RFQ 25-02 ENVIRONMENTAL ENGINEERING
SERVICES ATTACHED HERETO AS EXHIBIT A AND B;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town's Procurement Division advertised RFQ 25-02 Architectural and Engineering Services through Continuing Contracts (CCNA) in October 2025; and

WHEREAS, November 13, 2025, the Town received thirty (30) proposals, with four (4) firms submitting responses in the Environmental category; and

WHEREAS, the Evaluation Committee reviewed and evaluated all proposals and recommended the following ranking: 1. Chen Moore & Associates, and 2. Kimley-Horn & Associates; and

WHEREAS, the Town Commission desires to accept the Evaluation Committee's ranking and authorize the negotiation and execution of continuing services contracts with the top-ranked firms in accordance with CCNA requirements.

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 hereby approves the Evaluation Committee's recommended ranking for RFQ 25-02 for Environmental Engineering Services and authorizes the Town Manager or designee to negotiate and execute agreements with the top-ranked firms.

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 31st day of March, 2026.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

EXHIBIT B

	Chen Moore & Associates	HBC Engineering	Kimley-Horn	WSB LLC	
Professional Capabilities and Project Experience (Section 4.4)					
Gracie Escalante	22	10	20	9	
Jeff Louis	25	25	25	9	
Osmanny Larzabal	21	12	21	5	
Total	22.66666667	15.66666667	22	7.666666667	
(Experience of Key Personnel and Project Team (Section 4.5))					
Gracie Escalante	22	10	20	9	
Jeff Louis	20	20	18	9	
Osmanny Larzabal	23	12	19	5	
Total	21.66666667	14	19	7.666666667	
Relevant Completed Project Experience (Section 4.6)					
Gracie Escalante	22	10	20	9	
Jeff Louis	25	20	20	4	
Osmanny Larzabal	20	12	18	5	
Total	22.33333333	14	19.33333333	6	
Project Implementation Strategy and Approach (Section 4.7)					
Gracie Escalante	25	10	20	9	
Jeff Louis	20	20	20	9	
Osmanny Larzabal	24	12	21	5	
Total	23	14	20.33333333	7.666666667	

Total Average Score Overall

89.66666667

57.66666667

80.66666667

29

Professional Capabilities and Project Experience (Section 4.4)				
Gracie Escalante				
Jeff Louis				
Osmanny Larzabal				
Total				
(Experience of Key Personnel and Project Team (Section 4.5))				
Gracie Escalante				
Jeff Louis				
Osmanny Larzabal				
Total				
Relevant Completed Project Experience (Section 4.6)				
Gracie Escalante				
Jeff Louis				
Osmanny Larzabal				
Total				
Project Implementation Strategy and Approach (Section 4.7)				
Gracie Escalante				
Jeff Louis				
Osmanny Larzabal				
Total				

Total Average Score Overall

Memo

To: Honorable Mayor, Vice Mayor, and Commissioners
From: Stephanie Woodbury, Procurement Administrator
cc:
Date: March 19, 2026
Re: Award Recommendation – RFQ 25-02 Environmental Engineering Services

The Procurement Division advertised RFQ 25-02 Architectural and Engineering Services through Continuing Contracts (CCNA) in October 2025. On November 13, 2025, the proposals were opened and a total of thirty (30) firms submitted a proposal with a total of four (4) for Environmental Engineering Services. Which included proposals from Chen Moore & Associates, HBC Engineering, Kimley-Horn & Associates, and WSB LLC.

The proposals were reviewed and evaluated by the Evaluation Committee. We would like to recommend the following ranking.

- 1.) Chen Moore & Associates
- 2.) Kimley-Horn & Associates



Agenda Item Report

Subject:	Consideration and Approval to Award RFQ 25-02 for Surveying and Mapping — Sponsored by Procurement Administrator Woodbury RESOLUTION NO: 2026-033 A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 FOR SURVEYING AND MAPPING ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - March 31, 2026
Prepared For:	Special Commission
Staff Contact:	
Dept/Group:	Finance
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 2026-033 - ccna surveying

2. RFQ_25-02_Proposal_Evaluation_Scoring - Discipline 7 Surveying _ Mapping
3. Award Recommendation_surveying _ mapping

RESOLUTION NO. 2026-033

**A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA,
APPROVING THE RANKING AND AUTHORIZING THE
NEGOTIATION AND EXECUTION OF CONTINUING SERVICES
CONTRACTS FOR RFQ 25-02 FOR SURVEYING AND MAPPING
SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town's Procurement Division advertised RFQ 25-02 Architectural and Engineering Services through Continuing Contracts (CCNA) in October 2025; and

WHEREAS, November 13, 2025, the Town received thirty (30) proposals, with nine (9) firms submitting responses in the Surveying and Mapping category; and

WHEREAS, the Evaluation Committee reviewed and evaluated all proposals and recommended the following ranking: 1. Caulfield & Wheeler, 2. Engenuity Group Inc., 3. Craven, Thompson & Associates, 4. Longitude Surveyors LLC, and 5. Keith & Associates; and

WHEREAS, the Town Commission desires to accept the Evaluation Committee's ranking and authorize the negotiation and execution of continuing services contracts with the top-ranked firms in accordance with CCNA requirements.

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 hereby approves the Evaluation Committee's recommended ranking for RFQ 25-02 for Surveying and Mapping Services and authorizes the Town Manager or designee to negotiate and execute agreements with the top-ranked firms.

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 31st day of March, 2026.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

	Caulfield & Wheeler Inc.	Craig A. Smith & Associates	Craven, Thompson & Associates	Engenuity Group	HBC Engineering
Professional Capabilities and Project Experience (Section 4.4)					
Gracie Escalante	24	12	20	23	9
Jeff Louis	25	20	25	20	17
Osmanny Larzabal	24	19	22	24	11
Total	24.33333333	16.66666667	22.33333333	22.33333333	12.33333333
(Experience of Key Personnel and Project Team (Section 4.5))					
Gracie Escalante	24	12	20	23	9
Jeff Louis	25	25	25	20	10
Osmanny Larzabal	24	20	23	24	10
Total	24.33333333	19	22.66666667	22.33333333	9.66666667
Relevant Completed Project Experience (Section 4.6)					
Gracie Escalante	24	12	20	23	9
Jeff Louis	25	20	25	20	17
Osmanny Larzabal	24	17	21	22	9
Total	24.33333333	16.33333333	22	21.66666667	11.66666667
Project Implementation Strategy and Approach (Section 4.7)					
Gracie Escalante	24	12	20	23	9
Jeff Louis	20	20	20	20	10
Osmanny Larzabal	24	18	22	24	9
Total	22.66666667	16.66666667	20.66666667	22.33333333	9.33333333
Total Average Score Overall	95.66666667	68.66666667	87.66666667	88.66666667	43

	Keith & Associates	Kimley-Horn	Longitude Surveyors LLC	WSB LLC
Professional Capabilities and Project Experience (Section 4.4)				
Gracie Escalante	12	9	22	5
Jeff Louis	25	17	20	9
Osmanny Larzabal	22	21	24	5
Total	19.66666667	15.66666667	22	6.333333333
(Experience of Key Personnel and Project Team (Section 4.5)				
Gracie Escalante	12	9	22	5
Jeff Louis	20	17	18	9
Osmanny Larzabal	21	19	24	5
Total	17.66666667	15	21.33333333	6.333333333
Relevant Completed Project Experience (Section 4.6)				
Gracie Escalante	12	9	22	5
Jeff Louis	20	17	20	9
Osmanny Larzabal	22	21	24	5
Total	18	15.66666667	22	6.333333333
Project Implementation Strategy and Approach (Section 4.7)				
Gracie Escalante	12	9	22	5
Jeff Louis	20	17	20	9
Osmanny Larzabal	23	22	24	5
Total	18.33333333	16	22	6.333333333

Total Average Score Overall	73.66666667	62.33333333	87.33333333	25.33333333
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Memo

To: Honorable Mayor, Vice Mayor, and Commissioners
From: Stephanie Woodbury, Procurement Administrator
cc:
Date: March 19, 2026
Re: Award Recommendation – RFQ 25-02 Surveying and Mapping Services

The Procurement Division advertised RFQ 25-02 Architectural and Engineering Services through Continuing Contracts (CCNA) in October 2025. On November 13, 2025, the proposals were opened and a total of thirty (30) firms submitted a proposal with a total of nine (9) for Surveying and Mapping Services. Which included proposals from Caulfield & Wheeler Inc., Craig A. Smith & Associates, Craven Thompson & Associates, Engenuity Group Inc., HBC Engineering, Keith & Associates, Kimley-Horn & Associates, Longitude Surveyors LLC, and WSB LLC.

The proposals were reviewed and evaluated by the Evaluation Committee. We would like to recommend the following ranking.

- 1.) Caulfield & Wheeler Inc.
- 2.) Engenuity Group Inc.
- 3.) Craven, Thompson & Associates
- 4.) Longitude Surveyors LLC
- 5.) Keith & Associates



Agenda Item Report

Subject:	Consideration and Approval to Award RFQ 25-02 for Transportation, Traffic and Roadway Engineering — Sponsored by Procurement Administrator Woodbury RESOLUTION NO: 2026-034 A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 FOR TRANSPORTATION, TRAFFIC AND ROADWAY ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - March 31, 2026
Prepared For:	Special Commission
Staff Contact:	
Dept/Group:	Finance
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 2026-034 - ccna TRAFFIC

2. RFQ_25-02_Proposal_Evaluation_Scoring - Discipline 3 Transportation
3. Award Recommendation_transportation

RESOLUTION NO. 2026-034

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 FOR TRANSPORTATION, TRAFFIC AND ROADWAY ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town's Procurement Division advertised RFQ 25-02 Architectural and Engineering Services through Continuing Contracts (CCNA) in October 2025; and

WHEREAS, November 13, 2025, the Town received thirty (30) proposals, with eleven (11) firms submitting responses in the Transportation, Traffic and Roadway Engineering; and

WHEREAS, the Evaluation Committee reviewed and evaluated all proposals and recommended the following ranking: 1. Choice Engineering Consultants, 2. Craven, Thompson & Associates, 3. Chen Moore & Associates, 4. Keith & Associates, and 5. Kimley-Horn & Associates; and

WHEREAS, the Town Commission desires to accept the Evaluation Committee's ranking and authorize the negotiation and execution of continuing services contracts with the top-ranked firms in accordance with CCNA requirements.

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 hereby approves the Evaluation Committee's recommended ranking for RFQ 25-02 for Transportation, Traffic and Roadway Engineering and authorizes the Town Manager or designee to negotiate and execute agreements with the top-ranked firms.

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 31st day of March, 2026.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

	Chen Moore & Associates	Choice Engineering Consultants	CPH Consulting LLC	Craig A. Smith & Associates	Craven, Thompson & Associates
Professional Capabilities and Project Experience (Section 4.4)					
Gracie Escalante	18	24	17	7	20
Jeff Louis	25	18	25	17	25
Osmanny Larzabal	23	24	20	17	20
Total	22	22	20.66666667	13.66666667	21.66666667
(Experience of Key Personnel and Project Team (Section 4.5))					
Gracie Escalante	18	24	17	7	20
Jeff Louis	25	25	20	9	25
Osmanny Larzabal	20	23	20	9	23
Total	21	24	19	8.333333333	22.66666667
Relevant Completed Project Experience (Section 4.6)					
Gracie Escalante	18	24	17	7	20
Jeff Louis	20	25	25	18	20
Osmanny Larzabal	20	23	20	9	20
Total	19.33333333	24	20.66666667	11.33333333	20
Project Implementation Strategy and Approach (Section 4.7)					
Gracie Escalante	18	24	17	7	20
Jeff Louis	20	20	20	20	20
Osmanny Larzabal	23	23	20	9	20
Total	20.33333333	22.33333333	19	12	20
Total Average Score Overall	82.66666667	92.33333333	79.33333333	45.33333333	84.33333333

	HBC Engineering	Keith & Associates	Kimley-Horn	Rukan LLC	SSN Engineering	WSB LLC
Professional Capabilities and Project Experience (Section 4.4)						
Gracie Escalante	15	18	18	4	9	9
Jeff Louis	18	21	25	9	18	20
Osmanny Larzabal	19	21	23	1	12	18
Total	17.33333333	20	22	4.66666667	13	15.66666667
(Experience of Key Personnel and Project Team (Section 4.5))						
Gracie Escalante	15	18	18	4	9	9
Jeff Louis	20	20	20	4	18	10
Osmanny Larzabal	18	22	22	1	11	18
Total	17.66666667	20	20	3	12.66666667	12.33333333
Relevant Completed Project Experience (Section 4.6)						
Gracie Escalante	15	20	12	4	9	9
Jeff Louis	17	20	20	4	20	5
Osmanny Larzabal	15	21	21	1	10	18
Total	15.66666667	20.33333333	17.66666667	3	13	10.66666667
Project Implementation Strategy and Approach (Section 4.7)						
Gracie Escalante	15	18	18	4	9	9
Jeff Louis	20	20	20	4	18	9
Osmanny Larzabal	15	22	23	1	10	18
Total	16.66666667	20	20.33333333	3	12.33333333	12
Total Average Score Overall	67.33333333	80.33333333	80	13.6666667	51	50.66666667

Memo

To: Honorable Mayor, Vice Mayor, and Commissioners
From: Stephanie Woodbury, Procurement Administrator
cc:
Date: March 19, 2026
Re: Award Recommendation – RFQ 25-02 Transportation, Traffic & Roadway Engineering

The Procurement Division advertised RFQ 25-02 Architectural and Engineering Services through Continuing Contracts (CCNA) in October 2025. On November 13, 2025, the proposals were opened and a total of thirty (30) firms submitted a proposal with a total of eleven (11) for Transportation, Traffic and Roadway Engineering. Which included proposals from Chen Moore & Associates, Choice Engineering Consultants, CPH Consulting LLC, Craig A. Smith & Associates, Craven Thompson & Associates, HBC Engineering, Keith & Associates, Kimley-Horn & Associates, Rukan LLC, SSN Engineering LLC, and WSB LLC.

The proposals were reviewed and evaluated by the Evaluation Committee. We would like to recommend the following ranking.

- 1.) Choice Engineering Consultants
- 2.) Craven, Thompson & Associates
- 3.) Chen Moore & Associates
- 4.) Keith & Associates
- 5.) Kimley-Horn & Associates