

McNab Park — A Public Accounting

The complete case for what happened to a 74-year-old public park, told in chronological order, every claim cited to a primary source.

From: Commissioner Audrey Fesik, District 1, City of Pompano Beach **Date:** May 18, 2026 **Status:** For public consumption. Every fact in this report is cited to a primary source — the lease itself, the Charter, the meeting record, the grant agreement, the property record, the City's own staff work product, or the public news archive. Companion document for on-the-record motions and questions: *McNab Park — On-Record Rider*.

My promise to you

I am writing this in my own voice because the public record on McNab Park has been told to you, for years, by people who have a stake in how it ends. I want to give you the same picture I have — the documents, the dates, the deadlines, the dollar amounts, and the City's own pre-decision blueprint — and let you decide.

I have tried to be careful. Every number, every quote, every date below is sourced to something you can click, read, or pull from the Clerk for yourself. Where I do not know something, I say so. Where I am giving you my opinion as your elected District 1 Commissioner, I label it as opinion. Everything else is in the record.

If you read nothing else, read the next page.

The 90-second version

McNab Memorial Park, dedicated in 1952 to honor local veterans ([Tom Terwilliger letter, New Pelican, 7/5/2019](#)), is **one of the last substantial neighborhood parks left in District 1** — to its south sits a

cemetery, which is not a place a child plays. In September 2019 the Pompano Beach Community Redevelopment Agency (CRA) signed a **50-year lease with the City for the park at \$10 a year** ([Coastal News, 7/31/2019](#)).

The City Charter — **Section 250** — says the disposal of a park requires a vote of the people ([Pompano Beach Charter §250](#)). **There was no vote.** The voters were given a chance to weaken §250 on November 5, 2024, and they declined: of three local Charter amendments on the ballot, **only Amendment #1 passed; Amendments #2 and #3 — which would have loosened lease and contract rules — failed** ([Charter Amendments explainer](#)).

The lease itself sets a deadline. **Section 5.1** requires the CRA to spend *2,700,000 on Capital Improvements within four years**, *with at least** **1,350,000 within two years**. The lease's own words call missing those deadlines a **"major breach ... entitling the City to all remedies occasioned by default."** §5.2 expressly cites City Charter §250 by name.

That four-year deadline **lapsed on September 16, 2023**. As of today, that is approximately **975 days ago**.

Of approximately

*2.6 millions spent on the project as last comprehensively disclosed to me, only** *882,123.69*** — the relocation of the McNab House — cleanly qualifies as a §5.1 "Capital Improvement." The rest is pre-construction soft cost. And the spending has continued every month since the deadline lapsed: the Bermello-Ajamil 2024 architectural contract was **at least 87.38% billed** (\$1,506,358.45 of a \$1,723,839 cap) as of the most recent invoice in my possession, dated January 2026.

Fifteen days after the lease was already in default, on **October 1, 2023**, the CRA signed a **\$1,000,000 federal pass-through grant** — Florida DEP Grant LW758, National Park Service Federal Award **FAIN P23AP01591** — committing the project to a completion date of **June 30, 2026**. That date is **forty-three days from the date of this report**.

The same person signed both sides of the 2019 lease as City Manager *and* as CRA Executive Director — **Gregory P. Harrison**. The same Mayor — **Rex Hardin** — signed both sides as Mayor of the City and Chair of the CRA. The City Attorney **Mark E. Berman** approved the lease as to form.

And this all sits on top of a **July 20, 2018 City Planning & Zoning staff memo** — produced on the City's own network drive, on City equipment, before the public was ever told the project's true shape — that maps the exact rezoning path the August 2025 Public Purpose Adjustment now executes. The 2025 PPA is not a course correction. It is the back end of a road City staff drew seven years ago.

That is the case. The remainder of this report is the receipts.

I. What McNab Park is, and what the Charter says about it

McNab Memorial Park is a **2.5-acre public parcel at 2250 East Atlantic Boulevard** owned by the City of Pompano Beach. It was dedicated in **1952** to honor local veterans ([Tom Terwilliger letter, New Pelican, 7/5/2019](#)). It is one of the last substantial neighborhood parks left in District 1 — the parcel immediately to its south is a cemetery, which is not a place a child plays. The CRA's own communications have gone further and called it **"the only Park in District 1"** ([Pompano CRA Facebook, 7/28/2025](#)) — that phrasing is the CRA's, not mine, but the underlying point is the same: in this district, this is the park families actually use.

The City's foundational law — its **Charter** — addresses property like this directly. **Charter §250** states:

*"Disposal of the following property types requires approval by a majority of voters: 1. Airport or airpark, 2. **Park**, 3. Golf course, 4. Recreational facility." ([Pompano Beach Charter §250](#))*

This sentence has been in the Charter for decades. The historical citations on the live Charter text end at **Am. Ord. 2004-38** — April 27, 2004. There is no later amendment to §250's voter-approval clause for parks.



In 2018, the City asked the voters to **approve a parks bond** by referendum (Resolution 2018-01, March 13, 2018) ([Resolution 2018-01](#)). My view: if borrowing money for parks required a vote of the people,

then disposing of one — through a 50-year, \$10-a-year lease that replaces park use with a restaurant, an event pavilion, and a fenced botanical garden — surely does too.

A peer-city comparison: on **May 13, 2026**, three days before this report, the City of Boca Raton enacted a "Save Boca" charter amendment requiring a voter referendum for the sale, lease, or alienation of any city-owned land larger than half an acre ([The Real Deal, 5/13/2026](#)). Pompano Beach's existing Charter §250 is **stronger** than Boca's brand-new amendment. The City is acting as if it doesn't exist.

II. The November 5, 2024 Charter ballot — what really happened

In May 2024 the City Commission, by Ordinance 2024-36, placed three local Charter amendments on the ballot ([Legistar File 24-310](#); [Sun-Sentinel legal notice](#)). Only one of the three passed.

#	Charter Section	What it would have changed	Result on Nov 5, 2024
1	§253(h)	Removed an eminent-domain procedure for property transfers between governmental entities	 PASSED
2	§251(c)	Would have allowed contracts >5 years and contracts approved by resolution instead of ordinance	 FAILED

#	Charter Section	What it would have changed	Result on Nov 5, 2024
3	\$250(a)(b)	Would have allowed City leases >50 years and leases approved by resolution instead of ordinance	✗ FAILED

I have verified the result by reading the live published Charter text on May 18, 2026:

- **\$250(a)** still reads: "*Leases may be authorized **by ordinance** of the City Commission...*"
- **\$250(b)** still reads: "*...for a period of time **not exceeding fifty (50) years**...*"
- **\$251(c)** still reads: "*No contract ... shall be made for a period of more than five (5) years; nor shall any such contract be valid unless made or approved **by ordinance**.*"
- The historical citation tail of §§250 and 251 contains **no "Am. Ord. 2024-36" entry**. Only §253 carries the post-2024 update.

Sources: live text of [§250](#) and [§251](#) on amlegal.com.

Plain English: in November 2024 the voters were asked to give the Commission more flexibility on long leases. They said no. The voter-approval clause for the disposal of a park has never been weakened. The §250 that governed the 2019 McNab lease is the same §250 that governs today.

III. The pre-decision blueprint — what City staff wrote on July 20, 2018

This section is new to this version of the public report, and it is the section that changes how the rest of the story reads.

There is a document in the City's records, dated **July 20, 2018**, titled "**Land Use and Zoning Analysis**." It addresses the McNab House relocation specifically. It was authored on a City computer,

saved on the City's internal network drive at **G:\Zoning 2009\Special Projects\ETOC\McNab House Relocation\LAND USE AND ZONING ANALYSIS.docx**, and printed on a City printer (Beach_House_Printer_MFP_3301). The internal metadata for the file confirms a Microsoft Word origin (subsequently re-saved as a Pages document on March 2, 2025).

The G:\Zoning 2009\ path is the City's Development Services / Planning & Zoning Division working drive. The document is not external-consultant work product. It is City staff work product, on City equipment, on a City drive. That matters, because it establishes when the City was on notice of the regulatory choice now being made — and that point is **seven years before the public was told**.

What the July 20, 2018 staff memo actually says:

The subject is the proposed relocation of the McNab House from 1736 E. Atlantic Boulevard to the **2200 E. Atlantic Boulevard Chamber of Commerce site (9,100 sf), immediately adjacent to McNab Park**. The memo records, in City staff's own words, that the Chamber site sits under an **EtoC (East Transit-Oriented Corridor) future land use designation**, with **TO/EOD (Transit-Oriented Development / East Overlay District) zoning**, and a designated **PR (Parks & Recreation) use area** on the regulating plan. McNab House is recorded as a 2,857 sf two-story footprint per Broward County Property Appraiser data.

The memo lays out the regulatory math: ETOC requires a 5.5-acre minimum for Parks/Recreation use, and the existing McNab Park / Bill Keith Park combination meets that floor (3.9 acres net / 5.7 acres gross). The memo then presents — explicitly, on the page — **two conclusion options** for moving forward:

***Option 1:** "City purchases Chamber property, **keeps PR designation**, seeks variances for setbacks/standards."*

***Option 2:** "City purchases site, **rezones to remove PR**, redesignates as **Core subarea and MM use area** on EOD regulating plans" — which "gives more flexibility in terms of lot coverage and setbacks" and "doesn't require house to be considered part of McNab Park."*

That second option — rezone to remove PR, redesignate to a non-park subarea, gain flexibility on lot coverage, setbacks, and fenestration — is **precisely the regulatory path the August 27, 2025 Major**

Site Plan and its conditioned Public Purpose Adjustment now execute. The three deviations the P&Z Board conditioned its August 27, 2025 approval upon — lot coverage, building setbacks, and street-facing fenestration — are the same three deviation categories the July 20, 2018 memo identified as the design flexibility Option 2 would unlock.

Why this is the headline finding:

1. **Pre-decision, not post-decision.** The 2018 memo is not a defensive rationalization written after the deviations became visible. It is a planning memorandum written before the lease was signed, before the house was moved, before any public outreach meeting on the master plan, before any P&Z hearing, before the federal grant.
2. **City work product, not consultant work product.** A consultant rationalization for a finished design is one document. A City Planning & Zoning Division memorandum on the City's own network drive, written before the City Commission ratified the lease, is a different document. It establishes institutional knowledge: at the staff level, in July 2018, the City already knew the regulatory move set required to get a non-park use approved on a parcel adjacent to a park.
3. **Option 2 forecloses the public-park framing.** The memo says, in staff's words, that Option 2 "doesn't require house to be considered part of McNab Park." That is not a side benefit of the rezoning — it is the *point* of the rezoning. And it directly contradicts seven years of subsequent public reassurance that the park "will always remain a public park."

I do not know yet who specifically authored the memo, who it was transmitted to, or whether City Commissioners in 2018-2019 were briefed on it before they voted to approve the lease in July 2019. The Drive email index I have access to starts on **October 2, 2018** — after the memo was written — so no transmittal email has yet been located. **That gap is itself a public-records question**, addressed in the records-request section of the companion rider.

But the existence of this memo, on a City drive, dated three months before the email record starts, and seven years before the PPA, is the part of the story that has not been told before. Every subsequent public statement that "the park will always remain a public park" was made after this memo was sitting in a City drawer.

IV. The 50-year, \$10-per-year lease and the people who signed it

On **July 16, 2019** the CRA Board approved a 50-year lease of the **northern half** of McNab Park to itself from the City, at 10 *per year**, *with a** **2.7 million capital-improvement obligation within four years** ([Coastal News, 7/31/2019](#)). The City Commission ratified that lease on **July 23, 2019** ([Coastal News, 7/31/2019](#)). The lease was **executed on September 16, 2019**.

The signatories — both sides of the transaction — are:

Role	Signatory
Mayor (City side)	Rex Hardin
Chair (CRA side)	Rex Hardin
City Manager	Gregory P. Harrison
CRA Executive Director	Gregory P. Harrison
City Clerk	Asceletha Hammond
CRA Secretary	Marsha Carmichael
City Attorney — approved as to form	Mark E. Berman

Two individuals signed on both sides of a fifty-year transaction. That fact is on the face of the document.

A **First Amendment to Lease** was executed on **May 18, 2022**. That amendment — approved as to form by CRA Attorney **Claudia M. McKenna** and City Attorney **Mark E. Berman** — touched **only \$2 (the Premises description)**, expanding the leasehold to the entirety of McNab Park. It did **not** touch \$5.1. It did **not** touch \$5.2. **The four-year and two-year capital-improvement deadlines were never extended, tolled, or renegotiated.**

In **May 2022** the CRA Board separately voted to lease the **southern portion** of the park as well ([New Pelican, 5/19/2022, p. 2](#)). Same mechanism. No referendum.

V. What §5.1 of the lease says, verbatim

The text of the lease, on its own terms, is the most important document in this story. Read it slowly:

§5.1 (paraphrased from the lease):

"\$2,700,000 on Capital Improvements ... must be completed within four (4) years of the Effective Date ... Failure ... shall be a major breach of this lease, entitling the City to all remedies occasioned by default."

§5.2 (paraphrased from the lease):

"In accordance with Section 250 of the City Charter, at least fifty percent (50%) (\$1,350,000) shall be expended ... no later than twenty-four (24) months ... and the balance ... no later than forty-eight (48) months ... Failure ... shall constitute a major breach of this Agreement, entitling the City to all remedies occasioned by default."

Three things follow from that text, and they are not my opinion — they are what the lease actually says.

1. **The deadlines are not aspirational.** The lease calls failure a "major breach."
 2. **The deadlines are Charter-grade.** §5.2 cites Charter §250 *by name*. That makes the deadline more than contractual — it is tied to the City's foundational law.
 3. **The remedies are the City's.** The lease describes the City — not the CRA Board — as entitled to "all remedies occasioned by default."
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VI. The deadline lapsed. The spending continued.

The four-year §5.1 deadline lapsed on **September 16, 2023**.

As of May 18, 2026, that is approximately **975 days past due**.

Of approximately **\$2.6 million** disbursed against the McNab Park project as last comprehensively disclosed to me:

Vendor	Amount	\$5.1 "Capital Improvement"?
Modern House & Building Movers (relocation of McNab House to the park)	\$882,123.69	Yes — cleanly
Bermello-Ajamil & Partners — 2019 architectural	~\$385,000 paid of \$574,700 cap	Pre-construction soft cost / design fees
Bermello-Ajamil & Partners — 2024 architectural	\$1,506,358.45 paid of \$1,723,839 cap (87.38% billed)	Pre-construction soft cost / design fees
BRV Corp. (Daniel A. Biederman, NYC consultant)	\$141,000 paid of \$195,000 cap	Consulting
PMG Associates / Shiff Construction / surveys / demo / misc.	Balance	Soft costs

Only **\$882,123.69** — about a third of the \$5.1 requirement — clears the "Capital Improvement" bar without argument. The rest is pre-construction soft cost: design fees, consulting, surveys, demolition. **The deadline was not a dollar threshold. It was a time-bound completion requirement. The clock ran out.**

And the spending did not stop. **Every dollar paid against the Bermello-Ajamil 2024 architectural contract — currently 87.38% billed — was paid AFTER September 16, 2023.** Every one of those payments is a post-default disbursement. Monthly invoices have continued into 2026.

A note on my numbers: the figures above reflect the **last comprehensive disclosure** received by my office, with one Bermello-Ajamil invoice from January 2026 as the most recent dated record I have. The actual current total is almost certainly higher. The disclosure gap itself is part of this story (see \$X below).

VII. The federal grant signed fifteen days into the default

On **October 1, 2023 — 15 days after the lease was already in major breach** — the CRA executed Florida Department of Environmental Protection Standard Grant Agreement **LW758**, a Land and Water Conservation Fund pass-through whose federal funding originates with the **National Park Service** under **Federal Award FAIN P23AP01591** ([FL DEP LWCF page](#)). The agreement was authorized by **CRA Resolution 2024-04** on **October 17, 2023**.

LW758 critical dates and terms:

- **Project Completion Date: June 30, 2026** — forty-three days from today
- Agreement Expiration: September 30, 2026
- Attachment 1, §7(b): a **1%-per-day invoice reduction for each missed deadline**
- DEP Grant Manager: Angela Bright
- CRA Grant Manager on record: **Sarah Mulder** — who departed the CRA in October 2025

The Land and Water Conservation Fund Program is governed by 36 C.F.R. Part 59 and the LWCF Manual. The 2025-2026 LWCF State Application Instructions are unambiguous:

*"LWCF assisted sites must be dedicated in perpetuity and cannot be converted for any purpose to other than outdoor recreational use. **No exceptions.**" ([2025-2026 LWCF State Application Instructions](#))*

The proposed development on the LWCF-assisted McNab Park site, as approved by the Planning & Zoning Board on August 27, 2025, includes — per the applicant's own February 26, 2025 DRC submittal narrative (see §IX below) — a **restaurant operation in the historic McNab House** with a kitchen at Finished Floor Elevation 9' NAVD, a **Multipurpose Building classified as Group A3 Assembly** (the building-code occupancy for restaurants, banquet halls, and event venues), and a **Maintenance Building classified as Group S1 Storage**. A federally-assisted outdoor-recreation parcel and an enclosed commercial restaurant on the same site is, on the face of the LWCF rules, a serious compliance question.

The City's silence to the State and to NPS about the underlying lease default does not pause the federal clock. **My opinion:** if the City and CRA do not formally notify DEP and NPS of the default and the project status, the federal pass-through risk transfers to the City's general fund.

VIII. The promises that justified bypassing a referendum

When the public asks whether a \$250 referendum should have been held before this lease, the CRA's answer has historically been some version of: *the park will remain a park*. Those promises are part of the public record. I am going to lay them all out — chronologically — so you can see how durable, how specific, and how on-the-record they are. Stack them up against the September 4, 2025 internal reclassification at the end of this section and judge for yourself.

A. March 2019 — before the very first vote

Commissioner Tom McMahon, as reported in [Coastal News, 3/24/2019](#):

"We're excited about this project and the possibility to save an historic structure and activate the park with uses such as a restaurant and bed and breakfast for the community and tourist to enjoy."

"The City of Pompano Beach has a unique opportunity to preserve a piece of history and save the McNab House from demolition. This area could become a gathering space for the community and a destination place for visitors."

CRA official press release, March 2019, same article:

"While the concept calls for private operators, it will remain open to the public during business hours..."

These statements were made one month before the April 16, 2019 CRA Board vote to authorize the relocation — the opening move of the entire bypass sequence. The "gathering space for the community" framing was the public justification for the decision.

B. July 16, 2019 — at the CRA Board vote on the northern-half lease

Nguyen Tran (CRA Director), per [Coastal News, 7/31/2019](#):

"We are not looking at bed and breakfasts, we are not doing hotels. That is no longer part of this project. ... It was a conceptual idea to start conversations. We got feedback from everybody, they don't want it. It's off the table."

*"While a master plan will be developed for the whole park, **no other improvements identified in the master plan will be carried out, unless further direction is given by the CRA Board and the City Commission.**"*

That second sentence — "no other improvements ... unless further direction" — is a procedural commitment about board-level oversight of any subsequent change. The 2024 East CRA Plan and the 2025 Master Plan are exactly the "other improvements" that came later. Whether they received the "further direction" the public was promised is a question I keep returning to.

C. May 4, 2021 — Community Stakeholder Meeting

Nguyen Tran, on camera, in response to direct resident questions about whether the park was being lost ([City of Pompano Beach YouTube, McNab House & Botanical Gardens Community Stakeholder Meeting, 5/5/2021](#)):

- ts:2103: *"This is is a public park."*
- ts:3428: *"It's a public park the city owns the park and leases it out to a conservancy organization that runs the park... this is a public park... we don't intend to uh to charge admission on on this part."*
- ts:3528: *"This is always going to be owned by the city this is city land it's public land... it's going to be a public park so the city will maintain it and and own it."*
- ts:3544: *"The land is still public land and will remain in the city."*

D. December 2021 — Coastal News project status piece

Nguyen Tran, directly quoted in [Coastal News, December 2021](#):

"The McNab House and Botanical Gardens is an innovative mix of historic preservation and future visioning."

The same article, in editorial summary of CRA representations:

"The botanical gardens will be a public park with fencing around the perimeter."

"During the day, it will be open to the community free of charge."

E. May 2022 — public outreach meeting and the southern-half lease vote

Nguyen Tran, as reported in [New Pelican, 5/19/2022, p. 4](#):

"We're trading off amenities. It's still going to be a public park."

"The garden, said Tran, would be free and open to the public."

These statements were made in the run-up to the May 17, 2022 CRA Board vote to approve the conceptual master plan and to lease the **southern half** of the park.

F. January 6, 2025 — official Master Plan press release

[City of Pompano Beach press release, 1/6/2025](#), authored by Matt Janes:

Nguyen Tran:

"The Pompano Beach CRA is honored to be collaborating with a world-class team of experts to create a one-of-a-kind destination that will delight residents and visitors for generations."

"Our local residents' participation, coupled with the visionary expertise of our team, has resulted in a master plan for a truly remarkable space that will be a source of pride for our City."

Press release body:

*"The Pompano Beach CRA saved the historic home, moving it several blocks to McNab Park, **with the vision of transforming the home into a restaurant and the surrounding land into a botanical garden.**"*

G. January 23, 2025 — Master Plan unveil

Randy Hollingworth (Bermello-Ajamil lead designer) ([1/23/2025 unveil video](#)):

- ts:861: "The principles of the vision: **obviously open to the public**, um, self-sufficient financially to the greatest extent possible..."
- ts:2169: "This is **totally a public facility** here. This is for the community and the City of Pompano Beach to use for different types of activities."

H. April 15, 2025 — CRA Board project status presentation

Sarah Mulder (then CRA Project Manager) ([CRA Board video, 4/15/2025, 0:17:27](#)):

*"As a matter of fact 75% of this plan which you'll see um shortly is public open space. Um and those commercial uses help to pay for the botanical gardens and the ongoing maintenance so that we can **keep it free to the public as we've promised**."*

The phrase "**as we've promised**" is Ms. Mulder, on the record, acknowledging that a promise was made.

Nguyen Tran, same meeting:

- 1:29:17 / ts:5357: "It's a public park. It will always remain a public park. Uh we will never get rid of the public park."
- 1:30:16 / ts:5416: "We know that open space and parks are very important as developers come and build. Um, so that's what we want to preserve and and to really activate this area and keep it open space."

I. The CRA's legally operative planning document — May 8, 2024

These are not promotional materials. This is the **Amended and Restated East CRA Plan**, formally adopted by the CRA Board on May 8, 2024 — the governing redevelopment plan for the East CRA, the document that authorizes bond financing:

- **p. 4.7:** "While the concept calls for private operators for the restaurant the Botanical Garden will remain open to the public."
- **p. 5.3:** "The Garden itself will remain open to the public during business hours and be operated by a professional park operator in cooperation with a master restaurant operator."

- **p. 5.3:** "A conceptual master plan was approved by the CRA Board on May 17, 2022 to transform the Park into a restaurant and botanical garden open space."
- **p. 5.13:** "Enlarge the public open space for residents of Pompano Beach and complete the McNab House and Botanical Gardens park redevelopment project."

J. The CRA's social media — July 2025

Pompano CRA Facebook, 7/24/2025:

*"The proposed transformation of **McNab Park** into the McNab House & Botanical Gardens has gone through thoughtful review..."*

The word "transformation" is the CRA's own — and "transformation" is, in plain English, a conversion of use.

K. The internal admission that this is NOT a park — September 4, 2025

The clearest contradiction came on **September 4, 2025**, after the P&Z site-plan approval. Sarah Mulder, before the East CRA Advisory Board, explained, in the words of the official minutes, **"the differences between a public park and a redevelopment project"** ([ECRA Minutes 9/4/2025](#)).

Five months earlier, the CRA Director told us this *was* a public park and would always be a public park. Five months later, the CRA's own project manager explained to a sub-board that this is not a public park — it is a redevelopment project. **Both statements cannot be true.** And the public-facing language continues to use "park" while the regulatory record uses "redevelopment."

L. Residents who were told something different

Two voices, on the public record, stand out.

Ken Arnold of the City's Parks and Recreation Advisory Board, quoted in the [New Pelican, 5/19/2022, p. 4](#):

"Arnold said he thought the redevelopment would be '50/50' with half the park becoming a botanical garden and the other half preserved as a traditional park."

"I was shocked by the park presentation given at his board's meeting on April 20 [2022]."

Tom Terwilliger, in a [letter to the New Pelican on 7/5/2019](#), called the McNab Park conversion a "**land grab**" and reminded the City that McNab "Memorial" Park was given to honor local veterans in 1952.

M. The architect's own marketing copy

The Bermello-Ajamil project page — the design firm's promotional copy — likewise states that "the Botanical Garden itself will remain open to the public during business hours." That language is design-firm copy, not a city official's quote, and it is included here as corroboration rather than as an independent commitment.

IX. What the August 27, 2025 P&Z approval actually authorizes — the program, in the applicant's own February 2025 words

The August 27, 2025 P&Z Board approved a **Major Site Plan** under **\$155.2407**, conditioned on the applicant obtaining a separately-required **Public Purpose Adjustment** for three deviations from Parks & Recreation zoning ([P&Z meeting video](#); [Legistar 8/27/25](#)). The motion was made by Rich Dally and seconded by **Paul Fisher**, with a unanimous roll-call of seven yes votes. An earlier deferral motion from board member **Gigi Doubek** failed 1-6 ([18:30](#) and [21:50](#)). An objection to Doubek's participation was raised by **Nguyen Tran** ([1:05:24](#)); the P&Z Board's own legal counsel, **James Saunders**, ruled there was no ethical conflict ([1:09:28](#)). The CRA project page and the City's [August 2025 Development Services Monthly Report](#) describe the action only as a "Major Site Plan" approval; both **omit the conditioned PPA entirely**.

But the most operationally specific picture of what the P&Z Board actually approved is in the applicant's own pre-application material — specifically the **February 26, 2025 DRC Comment Responses letter** by **Kirk J. Olney, RLA** of Woolpert (a sub-consultant to Bermello-Ajamil), under DRC Process No. **25-12000002**, City-stamped April 2, 2025, copied to Sarah Mulder (CRA), Nguyen Tran (CRA), Randy Hollingworth (BA), and Maria de Fatima Montoya (BA). I have read it. It is a 22-page document in my workspace as `/home/user/workspace/Pre-App-DRC-Comment-responses.pdf` and it is what gives the public a real picture of what is actually being built.

What the program actually is, in the applicant's own words:

- **The McNab House itself:** relocated, restored, retrofitted with an **interior elevator and exterior ADA lifts**, with a **kitchen at Finished Floor Elevation 9' NAVD** on the lower level. This is the restaurant.
- **A separate Multipurpose Building:** classified as **Group A3 Assembly** under the Florida Building Code. A3 Assembly is the code occupancy class for restaurants over 50 occupants, banquet halls, museums, exhibition halls, and similar event venues. This is the event-and-rental building.
- **A separate Maintenance Building:** classified as **Group S1 Storage** under the Florida Building Code. This is a back-of-house service building.
- **An elevator inside the historic McNab House**, with **ADA lifts on the exterior** for accessibility compliance — both of which appear in the DRC narrative.
- **Second-floor garage** of the McNab House converted to storage only — confirming the historic structure is being adapted to commercial-program needs, not just preserved.
- **A BCEPGMD Surface Water License pending** and an **NPDES construction permit pending** as of the February 2025 DRC submittal.
- **Asbestos notification required** under Florida Building Code §105.9 (FBC_BCA 105.9) — a code-required pre-demolition / pre-construction step on a structure of this age.
- **A redesigned streetscape on Atlantic Boulevard** specifically to accommodate **on-street parking** for the project, with a **4' right-of-way dedication** from the parcel back to the public right-of-way.

Two of those bullets deserve their own paragraph.

On-street parking and a 4' ROW dedication on Atlantic Boulevard. A streetscape redesigned around on-street parking is not the parking arrangement for a passive neighborhood park — it is the parking arrangement for a destination commercial use. And a 4' right-of-way dedication is a permanent transfer of leasehold-parcel area to the public street — encroaching, on the Atlantic side, into the historic park footprint. This is the kind of design-driven park-area reduction the public has not been told about.

Group A3 Assembly + restaurant kitchen at 9' NAVD. Together, these are the building-code-level signature of a full restaurant and an event-rental operation operating side-by-side on a parcel the public was told would "always remain a public park." A3 Assembly is the occupancy class for event venues. A 9' NAVD finished-floor restaurant kitchen is a commercial kitchen. There is no remaining ambiguity about what is being built.

The Public Purpose Adjustment itself is a separate development order under **§155.2435**. Under that section, the **Development Services Director** is the default decision-maker; a neighborhood meeting and public hearing are **optional** (unless required by the Director); and the Director has discretion under §155.2435.C.7 to refer a PPA to the City Commission. As of this report:

- **April 2026 Development Services Monthly Report:** no mention of McNab House, McNab Park, McNab Botanical Gardens, PNZ 25-12-00002, or any Public Purpose Adjustment ([April 2026 report](#)).
- **Legistar calendar 8/27/25 → today:** no matching agenda items for any McNab PPA.
- **CRA Project Page:** silent on PPA status.

One of three things is true:

1. The PPA was quietly issued by the Director with no public footprint and no published §155.2435.D findings;
2. The PPA has not been issued — in which case construction cannot lawfully proceed; or
3. The PPA is being held pending other material changes (Mad Room Hospitality withdrawal in January/February 2025, program edits) being locked in first.

Each one is a story.

X. The disclosure gap

This is hard to write, but it has to be in this report.

I do not have a current, complete picture of McNab Park spending. The most recent comprehensive disclosure my office received is from 2025. The most recent dated invoice in my possession is from **January 2026**. Between then and today, the Bermello-Ajamil 2024 contract has continued to draw (it was already 87.38% billed at last disclosure), and there may be additional vendors, change orders, or pass-through grant draws I do not know about.

The Florida Statute Chapter 119 records requests I have submitted on McNab Park have been **either unanswered or only partially fulfilled**. Verbal requests I have made on the record at successive CRA Board meetings — for project-level financial status, contract burn-rate disclosure, budget-to-actual reporting on McNab Park, and on CRA spending generally — have not been responded to in complete written form.

In my opinion as your Commissioner: a sitting Board member asking for project status across multiple meetings, paired with formal Chapter 119 requests that are open or partial, paired with a federal-grant-funded project compounding daily through June 30, 2026 — that is not a routine information delay. That is a governance problem.

Every dollar figure in this report tied to McNab Park is **"as last disclosed."** The numbers are a floor, not a ceiling.

XI. The full chronology — every step in order

Each step looks routine. Cumulatively, they accomplish what §250 says requires a referendum.

Date	Action	Why it matters
7/20/2018	City P&Z staff prepares "Land Use and Zoning Analysis" on G:\Zoning 2009\Special Projects\ET0C\McNab House Relocation\ — laying out two regulatory	The City is on notice — at staff level — of the rezoning move set 14 months before the lease is signed, 7 years before the public is told

Date	Action	Why it matters
	options: keep PR with variances OR rezone to Core subarea / MM and remove PR (decoded staff memo)	
3/24/2019	Commissioner Tom McMahon publicly characterizes the project as "a gathering space for the community"; CRA press release: "will remain open to the public during business hours" (Coastal News 3/24/2019)	Public-park framing set in place one month before the first vote
4/16/2019	CRA Board votes to relocate the historic McNab House (1736 E. Atlantic Blvd.) to McNab Park (RMA blog)	Framed as a "rescue" of a historic house, not a disposition of a park
6/2019	Zoning Board of Appeals grants a Temporary Use Permit to physically place the house in the park (Coastal News)	A TUP is not a property disposition
7/5/2019	Resident Tom Terwilliger calls the project a "land grab" in a New Pelican letter; reminds the City	Public objection on the record before the lease vote

Date	Action	Why it matters
	the park was given to honor veterans in 1952 (New Pelican 7/5/2019)	
7/16/2019	CRA Board approves the 50-year, \$10/year lease of the northern half — \$2.7M capital obligation, 4-year deadline (Coastal News)	Structured as a lease between two governmental bodies — but it is a 50-year stripping of public-park use
7/23/2019	City Commission approves the lease (Coastal News)	Done by ordinance, not by voter referendum as §250 requires for disposal of a park
9/16/2019	Lease executed. §5.1: \$2.7M Capital Improvements / 4 years; §5.2 ties dollar thresholds to Charter §250 . Both call failure a "major breach ... entitling the City to all remedies occasioned by default."	The lease's own four-year deadline is the CRA's substitute for a §250 referendum
3/1/2020	McNab House physically relocated to the park (CRA Project Page)	Creates a fait accompli before residents can react
3/30/2020	LBF Properties LLC and related entities sell 3 parcels for ~\$1.645M to	\$565K profit on a one-year hold for the LLC's principals, who include

Date	Action	Why it matters
	the CRA for "parking and construction staging during an overhaul of the city-owned park" (Florida Bulldog, 5/26/2020)	the former CRA Chair's family
5/4/2021	Community Stakeholder meeting; Tran on camera: "This is a public park"; "the land is still public land and will remain in the city" (video)	Public-park promise renewed during run-up to southern-half lease planning
12/2021	Coastal News article: "botanical gardens will be a public park with fencing"; "open to the community free of charge" (Coastal News 12/2021)	"Free and public" framing reinforced
5/2022	New Pelican reports Tran: "still going to be a public park ... free and open to the public" (New Pelican 5/19/22)	Public-park promise reaffirmed in the same window as the southern-half lease vote
5/17/2022	CRA Board approves conceptual master plan and votes to lease the southern portion of the park	Same mechanism, no referendum

Date	Action	Why it matters
5/18/2022	First Amendment to Lease — touches \$2 (Premises) ONLY . \$5.1 and \$5.2 deadlines never extended	The drafters knew how to amend a section. They amended \$2 and left \$5 alone. That choice is binding
9/16/2023	\$5.1 four-year deadline lapses. Lease in major breach by its own terms. As of May 18, 2026 the breach is ~975 days old . No Notice of Default has been issued by the lessor (the City)	The City Commission — not the CRA Board — holds the cure and default rights under §12.2
10/1/2023	CRA executes FL DEP LW758 / NPS FAIN P23AP01591 — \$1M federal pass-through — 15 days into a default	Federal liability transfers to City general fund if the State and NPS are not formally notified
10/17/2023	CRA Resolution 2024-04 authorizes execution of DEP LW758	Authorization arrives AFTER the underlying lease was already in major breach
5/8/2024	Amended and Restated East CRA Plan adopted, commits in writing to "Botanical Garden will remain open to the public" (p.4.7, 5.3, 5.13)	Public-park / public-access commitment embedded in the legally operative redevelopment plan

Date	Action	Why it matters
	(East CRA Plan)	
11/5/2024	Charter Amendments #2 and #3 (which would have loosened §§250-251) FAIL at the ballot box. Only #1 (eminent-domain procedure) passes	The voters had a chance to weaken §250. They declined
	(explainer PDF)	
1/6/2025	Official press release: "transforming the home into a restaurant and the surrounding land into a botanical garden" (press release)	Project recharacterized as "destination," not park, in official communications
1/23/2025	CRA "unveils" the final Master Plan — restaurant, event pavilion, sensory garden, classroom, café, koi pond. Hollingworth on camera: "totally a public facility" (CRA Project Page ; unveil video)	Master plan now covers what Mr. Arnold was told would be "50/50"
Jan/Feb 2025	Mad Room Hospitality withdraws from the project as the proposed restaurant operator	The application file before the P&Z still listed Mad Room six-plus months later
2/26/2025	Bermello-Ajamil / Woolpert DRC Comment	Operational program — restaurant + event venue

Date	Action	Why it matters
	Responses signed by Kirk J. Olney, RLA; City-stamped 4/2/2025; reveals Group A3 Assembly Multipurpose Building, Group S1 Maintenance Building, restaurant kitchen at 9' NAVD, interior elevator, exterior ADA lifts, on-street parking + 4' ROW dedication on Atlantic Blvd	+ back-of-house — confirmed in the applicant's own words, in writing, six months before the P&Z vote
4/15/2025	CRA Board status presentation. Tran: "It's a public park. It will always remain a public park." Mulder: "keep it free to the public as we've promised" (4/15/25 video)	Public-park promise renewed at the highest CRA Board status meeting of the year
7/24/2025	Architectural Appearance Committee approves the design (CRA project page)	AAC review is aesthetic, not land-use
7/24/2025	CRA Facebook post calls the project "the proposed transformation of McNab Park" (CRA Facebook 7/24/2025)	The CRA's own word: "transformation"

Date	Action	Why it matters
8/27/2025	P&Z Board approves Major Site Plan PNZ 25-12-00002 conditioned on the applicant obtaining a separately-required PPA for three deviations from Parks & Recreation zoning regulations: lot coverage, building setbacks, and street-facing fenestration (P&Z meeting video ; Legistar 8/27/25)	The PPA itself is an admission that the park-zoning rules are being overridden. Paul Fisher — son of former CRA chair Lamar Fisher — seconded the motion. Doubek's deferral fails 1-6
9/4/2025	Sarah Mulder explains to East CRA Advisory Board "the differences between a public park and a redevelopment project" (ECRA Minutes)	Internal reclassification confirms the public-facing language is no longer accurate
10/2025	Sarah Mulder departs the City for JLL	The named LW758 grant manager is gone
9/16/2023 → today	Post-default disbursements continue. Bermello-Ajamil 2024 contract ≥87.38% billed. Monthly invoices continue. CRA Board requests for \$5.1	The breach is not historical — it is ongoing and compounding daily

Date	Action	Why it matters
	compliance status not fully answered	

XII. The Fisher / DiGiorgio land-sale wave — the public-record facts

The August 27, 2025 second was cast by Paul Fisher. The structural facts that follow are all on the public record. None of them are my characterization.

1. Lamar Fisher chaired the Pompano CRA for eleven years (2007-2018) as Mayor ([Florida Bulldog, 5/26/2020](#)). During his chairmanship the CRA formulated the **280-acre East Transit-Oriented Corridor (ETOC) plan** that ultimately rezoned McNab Park from Public Recreation to TO/EOD — which is the rezoning that now requires the Public Purpose Adjustment. **And the July 20, 2018 staff "Land Use and Zoning Analysis" sits on the City's G:\Zoning 2009\Special Projects\ETOC\ drive** — i.e., the regulatory path that Option 2 of that memo described was the path being prepared during the final months of the Fisher chairmanship.

2. On March 30, 2020, LBF Properties LLC and related entities sold three parcels totaling more than \$1.6M to the same CRA Fisher had chaired, for what a City staff member at the time described on the record as **"parking and construction staging during an overhaul of the city-owned park"** — McNab Park ([Florida Bulldog, 5/26/2020](#)).

Parcel	Sold To CRA	Sale Price	Prior Purchase Year / Price
23 SE 22nd Ave	March 30, 2020	\$625,000	2013 / \$290,000
110 S Federal Hwy	March 30, 2020	\$400,000	2014 / \$275,000
24 NE 24th Ave (3 vacant lots)	March 30, 2020	\$620,000	2018 / \$515,000

3. The LLC vehicle was LBF Properties LLC — a Fisher-DiGiorgio Jr. partnership operating since **January 2014**. Combined profit on the three sales to the CRA: **\$565,000** ([Florida Bulldog, 11/2021](#)).

4. A 2020 Florida Commission on Ethics complaint — filed by Pompano resident **Rita Lipof** on August 10, 2020 — was dismissed on **October 27, 2021** via what critics including former Mayor **Kay McGinn** termed a self-created "**1% loophole**": the parcels were "much less than 1 percent" of the 279-acre ETOC, and that was deemed sufficient to defeat the special-private-gain element of **§112.3143** Fla. Stat. ([Florida Bulldog, 11/2021](#)).

5. Fisher Auction Company's headquarters sit roughly two blocks west of McNab Park at 2112 E. Atlantic Blvd. ([Fisher Auction Company contact page](#)). Lamar Fisher remains CEO ([Fisher Auction Company bio](#)).

6. Paul Fisher — Lamar Fisher's son — sat on the P&Z Board on August 27, 2025, and seconded the motion that approved the McNab House Major Site Plan.

7. The CRA budget signals a second land-sale wave is in the pipeline. The Amended and Restated East CRA Plan (May 2024) states in the City's own words that "Additional property acquisition will be needed" and identifies "**the parcels to the west of McNab Park**" as the explicit target ([East CRA Plan, 5/8/2024](#)). The **FY2026 East CRA Financing and Implementation Plan** budgets *7.74M for Property Acquisition* and *\$30.95M cumulative for Public Parking and Capital Improvements* ([East CRA FY2026 Plan](#)).

8. Florida law is clear about what a public official is supposed to do when a vote would inure to a relative's or business associate's special private gain: under **§112.3143(3)(a) Fla. Stat.** (2025), the officer must publicly state the nature of the interest before the vote and file a written **Form 8B Memorandum of Voting Conflict** within 15 days. "Relative" is defined in §112.312 and includes **son** ([§112.3143](#)).

The structural question raised by this record — and only the City of Pompano Beach, with parcel-level verification, can resolve it — is whether any current Fisher-family parcel is materially affected in market value or developability by the McNab House Major Site Plan or its conditioned PPA, and whether a Form 8B for the August 27, 2025 second was required.

My opinion as your Commissioner: at minimum, the question deserves a written answer.

XIII. Why the predictable defenses don't hold up

When this report reaches the dais, predictable arguments will be made. I want to address each one in advance — not to pick a fight, but because the public deserves to see the answer alongside the question.

"The CRA Board approved the East CRA Plan and the annual budget — McNab spending was authorized."

That is true. It is also legally beside the point. An annual budget Resolution appropriates money; it does not modify a separately executed lease. A municipal entity can be authorized to spend money **and** be in major breach of a contract at the same time. The budget answers "may we draw on these funds?" The lease answers a different question: "did we comply with the deadlines we agreed to?" Those are not the same question. **The CRA, the lessee, cannot ratify away the City's lessor rights through its own appropriation documents.**

"Charter §250 is satisfied because the deadlines are written in the lease."

The deadlines are written in the lease — and they ran out. Lease §5.2 invokes Charter §250 by name. A charter-grade obligation is not waivable by the City Manager, the Executive Director, or counsel. **The drafters knew how to amend the lease.** They amended §2 in May 2022 and left §5 alone. That choice is the record.

"The First Amendment to Lease extended the deadlines."

It did not. The First Amendment, executed May 18, 2022, amended only §2 (the Premises description). I have read it. §5.1 and §5.2 were not touched.

"The Board was on notice of the spending."

Whether the Board was on notice of slow spending is irrelevant to whether the lease is in breach. The lease conditions breach on **expenditure of \$2.7 million in Capital Improvements within 48 months** — not on Board awareness. **And in this case the Board was not silent — it was asking.** A sitting Board member has repeatedly requested project-status disclosure since the §5.1 deadline lapsed on September 16, 2023, and complete responses have not been provided.

"This is a redevelopment, not a park disposition — \$250 doesn't apply."

This is the version of the argument that has appeared, in different language, on the September 4, 2025 ECRA minutes (Mulder distinguishing "public park" from "redevelopment project"). The answer is that whether a transaction is a "disposal of a park" under \$250 is judged by what is actually being done with the property — not by what the City Manager calls it on a given Tuesday. A 50-year lease at \$10 a year that places a commercial restaurant in a Group A3 Assembly event building, with a redesigned Atlantic Boulevard streetscape for on-street commercial parking, on a parcel the City was told in July 2018 could be rezoned to "remove PR" — that is a disposal of park use, regardless of which word appears in the press release.

"The grant money is fine — we'll finish the project by June 30, 2026."

The federal Project Completion Date is June 30, 2026 — forty-three days from today. The Bermello-Ajamil 2024 contract is at the "Permits" and "100% Construction Documents" stage. There is no construction permit on the record. The path to completion in 43 days is not on the public record I have. **And under DEP Attachment 1 §7(b), missing the federal deadline triggers a 1%-per-day invoice reduction.**

"The July 2018 memo was just a staff analysis — it doesn't mean the City committed to anything."

The memo did not commit the City to anything by itself — but it shows that **the staff regulatory move set that ultimately produced the PPA was identified and written down before the lease vote.** Whether the City Commissioners voting on July 23, 2019 were briefed on Option 2 of that memo is a question I have asked, in writing. If they were not, the public framing of the 2019 vote becomes a different kind of question. If they were, that too is a public record.

XIV. What I think happens next

This is my opinion — clearly labeled. I will offer formal motions in the rider document. The plain-English version of where I believe this needs to go:

1. **The City — as lessor — needs to issue a written Notice of Default under §12.2.** That notice opens a 30-day cure window. Whether the CRA can cure is a question for that window. Issuing the notice is the act that preserves every downstream remedy.
 2. **The City needs to retain independent outside counsel** for the McNab Park matter — not the firm or attorneys who approved the original lease as to form, and not the firm or attorneys who approved the First Amendment as to form. The conflict is on the face of the record.
 3. **The CRA needs to stop disbursing against Project 19382 during the cure window.** No new BA invoices, no new purchase orders, no new Notices of Commencement, until §12.2 cure has run and the Board has a clean accounting. This is not punitive. It is routine prudential practice in any commercial lease default.
 4. **The City needs to formally notify FL DEP and the National Park Service in writing** of the underlying lease default and the project status. The federal pass-through risk transfers to the City's general fund if the State and NPS are not on notice.
 5. **The PPA needs to come to a noticed public hearing** before any building permit is issued, with the six §155.2435.D findings published in writing.
 6. **The PR-to-ETOC rezoning history of the McNab Park parcel needs to be on the public record** — including production of the July 20, 2018 "Land Use and Zoning Analysis" memo, its transmittal history, and any subsequent staff documents reflecting the choice between Option 1 (keep PR, seek variances) and Option 2 (rezone, remove PR, redesignate). That rezoning is what created the deviation problem that now requires a PPA in the first place.
 7. **Every Florida Statute Chapter 119 records request on McNab Park that has been submitted and is unanswered or only partially fulfilled needs to be answered.**
 8. **The complete McNab Park Project 19382 expenditure ledger — from the last comprehensive disclosure date through today — needs to be produced**, broken out by month and by vendor, including every Bermello-Ajamil invoice paid or pending after January 2026, every Notice of Commencement, every LW758 reimbursement draw, and the current task-by-task completion percentage on the BA 2024 contract.
-

XV. Closing — to the residents of District 1, and to Pompano Beach

I ran for this seat to be a steward of public money and public process. McNab Memorial Park has been one of the last substantial neighborhood parks left in our district since 1952 — and given the cemetery directly south, it is, in practical terms, the park our families actually use. Disposing of it was supposed to require a vote of the people. It didn't get one. The instrument the CRA used to substitute for that vote — a 50-year lease with charter-grade deadlines — has been in major breach by its own terms for **about 975 days**. The federal grant that pays for some of this was signed **fifteen days into the default**. The completion date on that federal grant is **forty-three days from today**.

And underneath all of that sits a City Planning & Zoning staff memo, written **on a City drive on July 20, 2018**, that mapped the exact regulatory path the August 2025 Public Purpose Adjustment now executes — a path that, in staff's own words, "doesn't require house to be considered part of McNab Park." That memo predates every public promise that the park would "always remain a public park." It predates every CRA Board reassurance. It predates the lease itself.

The remedy is not a new vote. The remedy is the City Commission exercising the lessor remedies it already has under the lease the CRA signed — and the public being given access to the full record of how this decision was made.

I am not asking you to take my word for any of the facts in this report. Every footnote in this document is a link. Click them. Read the lease text. Read the Charter. Read the July 2018 staff memo. Read the February 2025 DRC responses. Read the Florida Bulldog reporting. Then decide for yourselves whether what was promised has been delivered, and whether the process that put us here is the process you want for the next public asset.

I will be moving — at the appropriate City Commission meeting — the formal motions set out in the companion rider document. Every one of them has been re-derived from this record. Every one of them is grounded in something the lease, the Charter, the grant, or the City's own procedure already says.

The deadlines were the deadlines. The signatures were the signatures. The record is now made — and it is in your hands.

Respectfully,

Audrey Fesik Commissioner, City of Pompano Beach — District 1 hello@audrey4pompano.com

Appendix A — Every public-park promise in chronological order

For convenience, here is every named-official public statement that the park would "remain a park" or "remain open to the public," in order, with citations.

#	Date	Speaker	Verbatim	Source
1	3/24/2019	Comm. Tom McMahon	"save an historic structure and activate the park ... for the community and tourist to enjoy"	Coastal News 3/24/2019
2	3/2019	CRA press release	"will remain open to the public during business hours"	Coastal News 3/24/2019
3	7/16/2019	Nguyen Tran (CRA Dir.)	"We are not looking at bed and breakfasts ... It's off the table"	Coastal News 7/31/2019
4	7/16/2019	Nguyen Tran	"no other improvements	Coastal News

#	Date	Speaker	Verbatim	Source
			... unless further direction is given by the CRA Board and the City Commission"	7/31/2019
5	5/4/2021	Nguyen Tran	"This is is a public park"	Stakeholder mtg video ts:2103
6	5/4/2021	Nguyen Tran	"It's a public park ... we don't intend to charge admission"	video ts:3428
7	5/4/2021	Nguyen Tran	"This is always going to be owned by the city ... it's going to be a public park"	video ts:3528
8	5/4/2021	Nguyen Tran	"The land is still public land and will remain in the city"	video ts:3544
9	12/2021	Nguyen Tran	"innovative mix of historic	Coastal News 12/2021

#	Date	Speaker	Verbatim	Source
			preservation and future visioning"	
10	12/2021	CRA (reported)	"botanical gardens will be a public park with fencing around the perimeter"	Coastal News 12/2021
11	12/2021	CRA (reported)	"open to the community free of charge"	Coastal News 12/2021
12	5/2022	Nguyen Tran	"We're trading off amenities. It's still going to be a public park"	New Pelican 5/19/22, p.4
13	5/2022	Nguyen Tran	"the garden ... would be free and open to the public"	New Pelican 5/19/22, p.4
14	5/8/2024	East CRA Plan, p.4.7	"Botanical Garden will remain open to the public"	East CRA Plan
15	5/8/2024	East CRA Plan, p.5.3	"The Garden itself will	East CRA Plan

#	Date	Speaker	Verbatim	Source
			remain open to the public during business hours"	
16	5/8/2024	East CRA Plan, p.5.13	"Enlarge the public open space ... complete the McNab House and Botanical Gardens park redevelopmen t project"	East CRA Plan
17	1/6/2025	CRA press release	"transforming the home into a restaurant and the surrounding land into a botanical garden"	Press release 1/6/25
18	1/6/2025	Nguyen Tran	"delight residents and visitors for generations"	Press release 1/6/25
19	1/23/2025	Randy Hollingworth	"obviously open to the	unveil ts:861

#	Date	Speaker	Verbatim	Source
		(BA)	public"	
20	1/23/2025	Randy Hollingworth	"totally a public facility"	unveil ts:2169
21	4/15/2025	Sarah Mulder (CRA PM)	"keep it free to the public as we've promised"	4/15/25 ts:1047
22	4/15/2025	Nguyen Tran	"It's a public park. It will always remain a public park. We will never get rid of the public park"	4/15/25 ts:5357
23	4/15/2025	Nguyen Tran	"preserve ... keep it open space"	4/15/25 ts:5416
24	7/24/2025	CRA Facebook	"proposed transformation of McNab Park"	Facebook 7/24/25
25	7/28/2025	CRA Facebook	"the only Park in District 1"	Facebook 7/28/25
26	9/4/2025	Sarah Mulder	"differences between a public park and a redevelopment"	ECRA Minutes 9/4/25

#	Date	Speaker	Verbatim	Source
nt project"				

Twenty-five public reassurances, in chronological order, that the park would remain a park. Then, on September 4, 2025, item #26: the internal reclassification.

Sources cited in this report (in order of first appearance)

Source	URL
Coastal News, 7/31/2019 — 50-year, \$10/yr lease	https://thecoastalnews.com/pompano-beach-news-things-to-do-mcnab-house-relocation-restaurants-mcnab-park/
Pompano Beach Charter §250	https://codelibrary.amlegal.com/codes/pompanobeach/latest/pompanobeach_fl/0-0-0-76689
2024 Charter Amendments explainer (PDF)	https://cdn.pompanobeachfl.gov/city/pages/commission/PB-Charter-Amendments-explained.pdf
Ordinance 2024-36 (Legistar 24-310)	https://pompano.legistar.com/LegislationDetail.aspx?ID=6641386&GUID=1B576D95-3FA8-4CEB-BAA5-E662EE225AE9
2024 ballot legal notice (Sun-Sentinel)	https://classifieds.sun-sentinel.com/fl/notices/city-of-pompano-beach-florida/AC1E04B91871c14007wf4B6D22BC
Pompano Beach Charter §251	https://codelibrary.amlegal.com/codes/pompanobeach/latest/pompanobeach_fl/0-0-0-76695

Source	URL
Resolution 2018-01 (2018 parks bond referendum)	https://cdn.pompanobeachfl.gov/city/pages/commission/Resolution%20No.%202018-01.pdf
The Real Deal, 5/13/2026 (Boca Raton "Save Boca")	https://therealdeal.com/miami/2026/05/13/boca-raton-requires-voter-referendum-for-future-land-deals/
Land Use and Zoning Analysis, City of Pompano Beach, 7/20/2018 (G:\Zoning 2009\Special Projects\ETOC\McNab House Relocation)	https://drive.google.com/file/d/16NJutV15K_0CVNLtNm93zIFwbNPwvrj/view?usp=drivesdk
Coastal News, 3/24/2019 (McMahon / CRA press release)	https://thecoastalnews.com/pompano-beach-news-controversy-brewing-moving-mcnab-house-to-mcnab-park/
New Pelican, 7/5/2019 (Terwilliger "land grab" letter)	https://ufdcimages.uflib.ufl.edu/UF/00/09/09/00/00559/07-05-2019.pdf
RMA blog, 4/18/2019 (CRA decides fate of McNab House)	https://rma.us.com/pompano-beach-cra-decides-the-fate-of-mcnab-house-and-park/
CRA Project Page — McNab House & Gardens	https://www.pompanobeachfl.gov/government/cra/cra-projects/mcnab-house-and-gardens
Florida Bulldog, 5/26/2020 (Fisher land sales to Pompano CRA)	https://www.floridabulldog.org/2020/05/broward-commissioner-cashed-in-on-land-sales-to-pompano-cra-he-recently-led/
Florida Bulldog, 11/2021 (ethics dismissal — "1% loophole")	https://www.floridabulldog.org/2021/11/ethics-watchdog-loophole-gives-lamar-fisher-pass-for-565k-profit-

Source	URL
	land-sales/
Community Stakeholder Meeting video (5/4/2021)	https://www.youtube.com/watch?v=x_1AulTzudc
Coastal News, December 2021 (CRA: "the botanical gardens will be a public park")	https://thecoastalnews.com/mcnab-house-botanical-gardens-project-continues-to-make-progress/
New Pelican, 5/19/2022 (Tran "still a public park" / "free and open")	https://ufdcimages.uflib.ufl.edu/UF/00/09/09/00/00707/05-19-2022.pdf
Amended and Restated East CRA Plan (May 2024)	https://cdn.pompanobeachfl.gov/city/pages/cra/ECRA-Plan_5.8.2024_Clean-Version.pdf
East CRA FY2026 Financing and Implementation Plan	https://cdn.pompanobeachfl.gov/city/pages/cra/FY2026-East-Financing-and-Implementation-Plan.pdf
Press release, 1/6/2025 (Master Plan unveil)	https://www.pompanobeachfl.gov/press-release/pompano-beach-cra-unveils-master-plan-for-mcnab-house-and-botanical-gardens-immersive-sensory-experiences-to-transform-gardens
1/23/2025 Master Plan unveil — Hollingworth	https://www.youtube.com/watch?v=57j8DSas-xs
4/15/2025 CRA Board video — Tran / Mulder	https://www.youtube.com/watch?v=x20wozLxHcQ
Pompano CRA Facebook, 7/24/2025 ("transformation of McNab Park")	https://www.facebook.com/PompanoBeachCRA/posts/1174439791378701/

Source	URL
Pompano CRA Facebook, 7/28/2025 ("only Park in District 1")	https://www.facebook.com/ PompanoBeachCRA/posts/ 1177664234389590
P&Z Meeting Video 8/27/2025	https://www.youtube.com/watch? v=wsh2UQoPBQQ
Legistar Meeting Detail 8/27/2025	https://pompano.legistar.com/ MeetingDetail.aspx? ID=1329499&GUID=66B215A1-FCF6- 41F0-8441-AF489CD038CE
Bermello-Ajamil / Woolpert DRC Comment Responses (Kirk J. Olney, RLA), 2/26/2025, City-stamped 4/2/2025	workspace: /home/user/workspace/Pre-App- DRC-Comment-responses.pdf
Development Services Monthly Report — August 2025 (revised)	https://cdn.pompanobeachfl.gov/city/ pages/development_services/ Development-Services-Monthly-Report- August-revised.pdf
Development Services Monthly Report — April 2026	https://cdn.pompanobeachfl.gov/city/ pages/development_services/ April-2026-DS-Monthly-Report.pdf
Zoning Code §155.2407 (Major Site Plan)	https://codelibrary.amlegal.com/ codes/pompanofl/latest/ pompanofl_zone/0-0-0-32693
Zoning Code §155.2435 (Public Purpose Adjustment)	https://codelibrary.amlegal.com/ codes/pompanofl/latest/ pompanofl_zone/0-0-0-47046
East CRA Minutes, 9/4/2025 (Mulder: park vs. redevelopment)	https://cdn.pompanobeachfl.gov/city/ pages/cra/archive/ECRA-

Source	URL
	Minutes-09.4.2025.pdf
FL DEP LWCF Program page	https://floridadep.gov/parks/od/content/florida-lwcf-grants
2025-2026 LWCF State Application Instructions	https://floridadep.gov/sites/default/files/2025-2026%20LWCF%20State%20Application%20Instructions%20%20Federal%20Forms%20Requirements_1.pdf
Fisher Auction Company contact page	https://www.fisherauction.com/connect/contact
Fisher Auction Company — Lamar Fisher bio	https://www.fisherauction.com/about/lamar-fisher
§112.3143 Fla. Stat. (Voting Conflicts)	https://www.flsenate.gov/Laws/Statutes/2025/112.3143

Prepared by Commissioner Audrey Fesik, District 1, City of Pompano Beach. Companion document: McNab Park — On-Record Rider (motions, dais questions, and public records requests). This report is intended for public distribution under Florida's Sunshine principles. Every fact stated as fact is cited to a primary source. All opinions are labeled as such.