



CITY COMMISSION OF THE CITY OF PAHOKEE

## **WORKSHOP**

Tuesday, June 14, 2016 6:00 p.m.

360 E. Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the June 14, 2016 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN

# AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE  
REGULAR COMMISSION MEETING  
TUESDAY, JUNE 14, 2016 6:30 P.M.



- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
  - 1. **April 26, 2016 Regular Scheduled Commission Meeting**
- G. CONSENT AGENDA:
- H. ORDINANCE:
  - 1. **ORDINANCE 2016 - 05 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, CREATING CHAPTER 17, SEC. 17-78. COMMERCIAL PROPERTY-DUMPSTERS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**
  - 2. **ORDINANCE 2016 - 06 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, CREATING CHAPTER 17, SEC. 17-79. MULTI-FAMILY RENTAL UNITS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**
  - 3. **ORDINANCE 2016 - 07 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING CHAPTER 17, SEC. 17-281. MAINTENANCE REQUIREMENTS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**
  - 4. **ORDINANCE 2016 - 08 AN ORDINANCE OF THE CITY OF PAHOKEE, FLORIDA, TO BE DESIGNATED AS THE CITY OF PAHOKEE PARKS TRESPASS ORDINANCE; PROVIDING FOR A SHORT TITLE; PROVIDING FOR DEFINITIONS INCLUDING CRITERIA ON WHEN A TRESPASS NOTICE MAY BE ISSUED; PROVIDING FOR AUTHORIZATION TO ISSUE TRESPASS NOTICES; PROVIDING FOR APPEAL OF TRESPASS NOTICES; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTY; PROVIDING FOR CAPTIONS AND PROVIDING FOR EFFECTIVE DATE.**
- I. RESOLUTIONS:
  - 1. **RESOLUTION 2016 - 18 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE DEMOLITION AGREEMENT BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE.**
  - 2. **RESOLUTION 2016 - 19 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE STAGING OF LAKE OKEECHOBEE RESTORATION AND CONSTRUCTION PROJECTS AT PAHOKEE MARINA.**
  - 3. **RESOLUTION 2016 - 20 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE RELATING TO COORDINATION OF ROAD AND UTILITY CONSTRUCTION.**
- J. PUBLIC HEARINGS:

NOTICE

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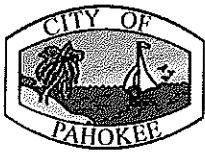
- K. PROCLAMATIONS (approval):
  - 1. **Samuel Haubert**
- L. PRESENTATIONS:
  - 1. **Florida Community Health Center**
  - 2. **Pahokee Flower Shop**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
  - 1. **Old Hospital Site**
- P. OLD BUSINESS:
  - 1. **Gymnasium Update**
- Q. NEW BUSINESS:
  - 1. **Lieutenant Piccolo (PBSO Report)**
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:

# MINUTES

NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and 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.

SUBJECT TO CHANGE



**CITY COMMISSION OF THE CITY OF PAHOKEE  
REGULAR COMMISSION MEETING MINUTES  
Tuesday, April 26, 2016**

Pursuant to due notice the regularly scheduled Commission meeting was held in the Commission Chambers at 360 E. Main St., Pahokee, Palm Beach County, Florida on Tuesday, April 26, 2016.

The meeting was called to order by Mayor Babb at 7:09p.m.

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	Mayor Keith W. Babb, Jr.	Present
	Vice Mayor Felisia Hill	Present
	Commissioner Nathaniel Holmes	Present
	Commissioner Clara Murvin	Present
	Commissioner Diane Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lt. Daniel Picciolo	Present
	City Clerk Tijauna Warner	Present
	Deputy City Manager Tammy Jackson-Moore	Present

**Additions, Deletions, and Approval of Agenda Items:**

Commissioner Murvin suggested adding the Community Relations Board to Q1 and City Manager Mr. Williamson requested adding Dumpsters to O2.

**Approval of Amendments to the Agenda.**

**Motion by Vice Mayor Hill. Seconded by Commissioner Murvin.**

**Motion carried on unanimously.**

Mayor Babb advised before we get into citizens comments, we are going to go head and talk about the settlement of the Old Hospital property.

City Attorney Mr. Brandenburg replied the Old Hospital is in foreclosure and the property owner has sent his representative to talk to you about potential settlement of this matter. The decision is up to you whether you want to pursue negotiations with the property owner to see if he can arrive at acceptable accommodations or whether you want to proceed with foreclosure.

Vice Mayor Hill suggested we need to be able to connect the owners, but I don't mind giving them an opportunity. We need guidelines and timeframes on some of the things we need to discuss. I don't want us just to say yes, then we come back and the building is like this again and we can't contact them. I do see the disadvantages of us also getting this building, however I again with Commissioner Walker asking questions of Mr. Chopper expertise. I am sure he knows we are trying so hard to make this community a better place. He could have stopped by a commission meeting or something. We are trying so hard to move this City forward.

Mayor Babb advised he know we are in workshop mode, but what he needs is a motion for going back into negotiation with the City Attorney for settlement or going forward with the foreclosure. We don't need a prolong discussion prior to a motion because I'm not sure what we're discussing. So, if we can get a motion on the floor; one or the other, then we can have our discussion.

Commissioner Walker motioned that we enter into negotiation with the attorney (about Old Hospital Site).

Commissioners Walkers inquired about the simulations with the grant as it relates to us getting the funding from the County. If we enter into this agreement, will we still be eligible for the County grant?

Mr. Brandenburg advised SWA has to fund that grant project for the upcoming year, so we don't know what that grant wording is going to say. My understanding from talking to the Commissioners is that those funds will be available for other projects for the City to try to get. If you are going to pay the money for demolition, they are probably going to have the same simulations as they had last year.

Commissioner Walker suggest concerning the timeframe for them to complete what they are going to do. If not, we can take ownership and apply for grants.

Mr. Brandenburg advised that is certainly something we can negotiate with the owners.

**Approval of Negotiation with the Attorney in reference to Old Hospital Site.**  
**Motion by Commissioner Walker. Seconded by Commissioner Murvin.**  
**Motion carried on unanimously.**

**Citizen Comments (Agenda Items Only):**

Mayor Babb announced the Prince Theater will be understand the City Manager's Report, therefore we will consider it an agenda item.

Mr. Hikeem Banks requested the City Commission to support the Prince Theater. It was an article that came out in the paper a couple of weeks ago, I am on the board of the Anquan Boldin Foundation and we do a lot of work here. I think that the article was misleading with the organization that I have called the Balance Living Mentorship. Mrs. Perez was asked by myself to be on my board because of the work that she does here in the community. We are asking for support from the City. If there are grants out there, let us know. We want to partnership with the City. The Prince Theater is a historical building that if someone invest in it could bring jobs and something for the kids to do, so they won't be out there in the streets. Cultural Arts can be something more for the kids; I am already in the process of leasing the building for my mentorship program. We are just asking for support, it's for a great cause.

Mayor Babb announced we are not responsible for that funding, but we are going to allow the City Manager to give us some clarification on this.

City Manager Mr. Williamson responded that he read that article as well. Some of the things that was written in there, I wanted to clarify to Palm Beach Post that the City didn't solicit any money on behalf of the Perez's and we didn't solicit any money for that building to be renovated on tax payers dollars. We are aware that the opportunity presents itself for the Prince Theater to be renovated and it does provide to this community a positive cultural environment. We are not against that, we shouldn't be. There is a concern about how the compensation of public funds are being steered toward a public entity that's not owned by the City. As historic as the Prince Theater is, we have our natural historic building right here behind us (the Old Pahokee High School building) that hasn't received a dime for renovations. We support the renovation for the Prince Theater, Old Pahokee High School, and the Gymnasium. We support improving our community. We want to present to the world the talent here in the City of Pahokee. There's another news article coming out and we hope that it shines some light on this story. For the record, the City's for cultural arts.

Mayor Babb advised the money is not being in competition with the City of Pahokee, if the sale tax doesn't come here with the Prince Theater, it's probably going somewhere else. If we had a cultural center at City Hall, maybe then we would consider ourselves in competition. Again, we are really happy that the money was air marked for Pahokee, we are really satisfied that happening. The problem is the misconception that the City of Pahokee solicits funds for the Prince Theater (which isn't the case).

Commissioner Hill inquired who solicited the funds for the Prince Theater. How did the Prince Theater get the funds? Someone somewhere had to do something on a certain committee to solicit funds for the Prince Theater. Please guys don't do this, this is not right. I'm not gone sit here and I'm not going to allow it. Now, I want these funds to go to the Prince Theater. But, we have to be honest in the mist of it. Who solicit funds for the Prince

Theater? I was told that the former mayor's wife was on the committee and that the former mayor's wife brought certain people out to the Prince Theater. They took pictures of fifty (50) kids in the Prince Theater. I don't have a problem with this, but I am at a point where everybody got to keep this real. The former mayor's wife (kind of) spoke up for the Prince Theater. Another question everybody wanted to know is how are the funds being allocated? Who's going to oversee the funds while the building is being renovated? It was told to me that they have a non-profit organization and the president or one of the directors is Mrs. Perez. That was the concern. Once they start digging in stuff like this and it's true, then we lose the funds. Those are your answers.

Mayor Babb recognized Mrs. Perez (for comments).

Mrs. Sara Perez advised that's the problem with this City, you hear say but you don't do your research. We were approached by the Cultural Council. They wanted to bring a classroom because they had a project on historical buildings and they were interested in the Pahokee Prince Theater. We accommodated so that they can come and visit, we took them around and they took pictures. We did not ask them to take pictures, we did not invite anybody over, and we did not solicit anybody to come over. Nobody spoke on our behalf. If you'll remember back when J.P. Sasser was the mayor, he bent over backwards taking to get grants to renovate that historical building that is such a great asset to this City. While he wanted it, it was everybody's interest and everybody was for it. The minute that we took ownership, then everything changed. Why? Because it's Perez! The point that I am making is that we didn't solicit any grants, we were approached by the Council (Cultural). Since we took ownership the vision that we had was cultural and performing arts for this City, for the youth of this City. That's what I care about, that's what I've been doing since 2003 in this City. If we are all in this for the betterment of the City, for the betterment of the citizens; well, why do you support it? Why not?

Mr. Frank Wallace explained the Prince Theater closed down because they wouldn't let blacks go in the Prince Theater. Therefore, they closed it down.

Mr. Bobby Colvin comments that the article in the Palm Beach County Post stated the Prince Theater was chosen because of the City Officials and I come to almost all of the meeting, I don't remember the officials ever talking about that on the agenda. Maybe, I missed a meeting. If there were commissioners/mayor or anyone else involved in this it seems to me like it's government in the shade instead of government in the sunshine. We have a commission and it just seems like things were done in a backwards way and a secretive way. That's what I object to.

#### **Approval of Minutes:**

1. April 12, 2016 Regular Scheduled Commission Meeting.

#### **Approval of April 12, 2016 Minutes.**

**Motion by Commissioner Murvin. Seconded by Vice Mayor Hill.**

**Motion carried on unanimously.**

#### **Ordinances:**

1. **ORDINANCE (second reading) 2016 -02 AN ORDINANCE OF THE CITY OF PAHOKEE AMENDING THE PAHOKEE CODE OF ORDINANCES TO REPEAL CHAPTER 10-1 THROUGH 10-55 TO ADOPT A NEW CHAPTER 10 TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.**

#### **Approval of Ordinance 2016 - 02.**

**Motion by Vice Mayor Hill. Seconded by Commissioner Murvin.**

**Motion carried on unanimously.**

2. **ORDINANCE (first reading) 2016 - 03 AN ORDINANCE OF THE CITY COMMISISON OF THE CITY OF PAHOKEE, FLORIDA, AMENDING SEC. 2-2. SALE OF ANY CITY REAL ESTATE PROPERTY, TO MODIFY THE SIGNAGE REQUIRED TO BE PLACED ON THE PROPERTY FOR SALE; PROVIDING A**

CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND OTHER PURPOSES

Approval of Ordinance 2016 - 03.

Motion by Commissioner Murvin. Seconded by Vice Mayor Hill.

Motion carried on unanimously

3. ORDINANCE (first reading) 2016 – 04 AN ORDINANCE OF THE CITY OF PAHOKEE, FLORIDA, PROVIDING FOR THE CITY'S CONTINUING CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE CITY OF PAHOKEE'S MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MSTU (MUNICIPAL SERVICE TAXING UNIT); PROVIDING FOR INTENT, PURPOSE AND CONSENT; PROVIDING FOR EFFECTIVENESS OF REPEAL; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CAPTIONS

Approval of Ordinance 2016 - 04.

Motion by Vice Mayor Hill. Seconded by Commissioner Murvin.

Motion carried on unanimously

Presentations:

1. Thriftway

*Commissioner Murvin presented a certificate to Thriftway in recognition for outstanding service to the community.*

Mr. Al announced four or four and a half years ago he stood in the same spot talking about opening Thriftway. Now, we are open and it tend to be a successful business. I decided to take make the area multiple businesses. We are going to set up something for the seniors, youth, and a wash house. We are going to be involved in schooling and have some kind of program for college. Most of the buildings in the City don't have enough power to supply a wash house. There's a demand for a wash house, so I decided that's the next move I'm going to make. Hopefully, all three businesses will be successful. Rardin Avenue always has problems, but my store always stays clean. I need the help of the community and thank you all so much.

Mayor Babb inquired about future expansion adjacent to the Church of God.

Mr. Al advised I'm going back and forth with the County about housing. I am a general contractor and that's what I do for a living. So, this is going to be a part of my project to build more residential apartments after I finish with the wash house. Probably in the next year, I would like to build an apartment building not like the ones we have now. I want to build an Apartment building with a gate and garages at the bottom like a condo.

2. Glades Health Care Center

*Commissioner Holmes presented a certificate to Glades Health Care Center in recognition for outstanding service to the community.*

Mrs. Wiseman announced thank you very much for the certificate, we appreciate you recognizing us. We are the largest employer here in the City of Pahokee. We employ 148 people with 17 beds available and I would love to fill those beds. We have a lot challenges right now because there's a lot of new facilities going up. I don't know if you know what we have here in the City of Pahokee, it's gold. We have to have a certificate of need in each County, it has to go by census of what is needed in the County. With that being said, we have 17 beds and if we can fill them we can employ about 30 more people (ratio base). We are competing with a new facility in Wellington that's state of the art. I ask you if you can take your relative to a state of the art building that is cold and their just getting care or you come to little country home that love the residents with your fellow people in the community taking care of them where they come to live. We need your support. We need you to not go to the Coast. Come and visit our facility and come unannounced to see for yourselves.



## **Report of the Mayor:**

Mayor Babb announced I took the liberality to run-off some parliamentary procedures (the Robert's Rule of Order). I know it's a little different for us with the change in pace and everything we been doing. I need to make sure everyone is familiar with how we will be operating in the future. Just to give an example, we're not going to actually discuss an item unless it's been moved or motioned on and seconded; then we'll go into discussion. Another important rule is interrupting a speaker, it's only very few times when you can interrupt a speaker. The Chair is able to do it, but normally the floor is not. I'm just asking you to work with me, it will go a little smoother and we'll get out of here a little earlier. I am encouraging our Commissioners to take into consideration that we are all representing our City whether at a workshop, out in the community, or at a Commission meeting; we have to present ourselves as we are representing the City and our citizens. We are asking this community to work with us, again we have to work with ourselves to be the first line of defense. I think we are getting there, but we still have a long ways to go. The election is over, we have to put whatever difference we have aside to work as a team. We need to be on our best behavior, even if a citizens insult us we have to know what position we are in and treat everyone with respect. There are a lot of things processing in this community, if you give it time you can see the results. We are going to try to work together and do the best we can to move this City forward. On Friday, the 29<sup>th</sup> of April, I will be giving the Proclamation in honor of National Service Day at the State College (this proclamation was past at our last meeting). The ceremony is at 1 o'clock at the State College, if any of the Commissioners wants to attend.

Also, May 27<sup>th</sup>, I will be attending a meeting with the Palm Beach County League of Cities in Riviera Beach along with some other Commissioners. Immediately after the meeting, we will be attending the workshop to give us various information on how to be an effective elected official. Myself, Commissioner Murvin, and Commissioner Walker will be attending. We all should try to make it, if we can.

Also, May 9<sup>th</sup> from 5-8pm, the public is invited to a Meet & Greet with the Mayor. I ask that you bring any suggestions, concerns, or comments that you have that will help us to try to move this City forward. I am asking you to put it in writing, so we could look at it and work on it. The City I think is sponsoring this, we will have refreshments. We just ask the community to come out and support your new Commissioners. West Tech is having an Apprenticeship Program, so they are inviting you to an open house on Tuesday, May 10 at 6:30-8:00pm at West Tech. We had the Great American Cleanup on Saturday and we advertised to make sure the public is aware of these events. Also, Palm Beach State College is having Summer College for youths (ages 7-14). If you have someone or know someone that maybe interested, they can go on the website apply for scholarships to play for the courses or they can call Veronica at (561) 993-1187. Saturday, May 14<sup>th</sup>, the Postal Service is hosting the Stamp Out Hunger, the largest food drive you can leave non-perishable items at your door or drop them off at the local Post Office. The Chamber of Commerce is having their Annual Award Dinner held Saturday, May 14<sup>th</sup> 2016 at 6pm located at the Pahokee Marina & Campground. This year's theme is Groovy 60's. There's also a Summer Intern Job Summit for Youths, anyone looking for employment between the ages of 17-24 years old (you can't be employed, enrolled in school or college). You can apply online at Career Source or call (561) 340-1060 ext. 2361.

## **Report of the City Manager:**

Mr. Williamson announced the East Main Street Project is kicking off. Phase II bid language is with FDOT and we are waiting on that to do advertisement. We are about to ramp up here in the City of Pahokee with construction, which is a good thing when we talk about economic development (we have to clean our house). On the Gymnasium, we have a private donor and we are moving towards that partnership language. Glade Health Care Center was a part of the appropriation conversation in Tallahassee this session. Glades Health Care Center will be included in the 2017 Legislative Session, trying to get some grants. Town Hall meeting will be held May 16<sup>th</sup> at 6pm. Also, we have a new vendor to pick up trash here in the City of Pahokee, Waste Management is our new vendor. We have been working and discussing all of our issues here in the City of Pahokee. We have rode around showing them some of our concerns and issues. It's a process in motion. We need the community's assistance in keeping our City clean.

Mayor Babb announced we are asking every employer in the City of Pahokee if they would hire one high school or college student during the summer (4-6weeks). That's allows them to make some money to help their family, purchase their school, or something. We know everybody is not going to be able to do it, but participate if you can. We want to have a job fair, where you can come in and do an interview. I am asking where are you with putting that together.

Mr. Williamson replied we have a small timeframe, so we are actually formulating a letter to send to local businesses.

Commissioner Walker inquired can we have a timeframe on the MLK Park. Do you have any idea when it will be competed?

Mr. Williamson replied we had to wait on Kaboom and now we are in the process of selecting a vendor. If I have to get you a timeframe today, by May 30<sup>th</sup> we should have that in place.

Commissioner Walker asked do you have any idea when we can anticipate some movement with the Gymnasium.

Mr. Williamson replied we don't have a timeframe yet, but the County is in there now doing their part.

**Report of the City Attorney:**

**1. Palm Beach County Trespass Ordinance for Parks**

City Attorney Mr. Brandenburg explains the Palm Beach County Trespass Ordinance violations timeframe and asked the Commissioners if they will like something similar.

Vice Mayor Hill is concerned you the violation timeframe, but I'll wait until we get into discussion.

Mayor Babb suggested taking a closer look at it and bringing it up in the next Commission meeting before we decide. We will review it and take it under consideration at the next meeting.

**2. Dumpsters**

Mr. Brandenburg advised the City Manager wanted some examples of dumpsters. This is an example of what the County requires for dumpsters. If the City wants to impose on properties that they have dumpster enclosures, we would have to ensure that we follow existing businesses a period of time to comply. Most communities required that the dumpsters be located on concrete and be able to be rolled out of the fence.

Mayor Babb responded we will take a look at that and give the City Attorney and City Manager our opinion on this matter.

**Old Business:**

**1. Gymnasium Update**

**New Business:**

**1. Community Relations Board (Dismantle and Restart)**

Commissioner Murvin advised last week I had the opportunity to attend one of the Community Relations Board Meeting. The reason I went to the meeting is I am new and I wanted to know what goes on. To make a long story short, the meeting actually was terrible. I never attend or sat in one. This meeting was actually a disgrace to the community. It really degraded the Commission and the Community Relations Board. I asked Ms. Warner for a copy of the Community Relations Board By-Laws. My recommendation or my opinion is to address it, dismember the board, and put out to the community for new membership. I don't know how long they have been on the board because there's a two years term. From my opinion on the Community Relations Board, the whole meeting was on personal agenda and it was a disgrace. I motion to the City Commission that we dismember the Community Relations Board and put out to the community for new members.

Vice Mayor Hill seconded the motion.

Commissioner Holmes announced I used to be the chairman of the Community Relations Board and I did a lot of work for the City. Some of the problem is when we have people that never been to the Board, now all of a sudden want to dismantle the Board from the first time that they've been there (which I think is unfair). We need to start going to these Boards and see how these Boards operating. It's hard to get good members on the Board, once you get good members you got to go there and we got to try to see what's going on. Instead of trying to dismantle the Board because of something happening that doesn't please you. I don't like that.

Commissioner Walker inquired out of all the Boards that we have in this City, Ms. Warner how many Boards that we have. I want to say 8-10, give or take. That is the only functioning Board. The only Board that we have been able to

keep together to work in this community and actually be a part of this community. We had Whites on there that all of a sudden, they resigned for no apparent reason, we had Hispanics on there now, and we have African-American members on there. Whenever the City calls on them, they were there. I have been the chairperson, Bishop's been the chairperson, and these ladies care about this community. Despite of what happened at that last meeting, I feel like it's a conspiracy or set-up to dismember this Board. I support this Board. I should have followed my first mind and voted no, I've been kicking myself every since. I can't do anything about it, my vote went forward for the sake of peace. I will never vote again for the sake of peace, for the good it does. I was appointed by this Board to be the liaison for the Community Relations Board after I got elected as a Commissioner. However, my presence at the Board meeting was questioned. I didn't know Board members had the right to question why someone was there. Like I said in the meeting, I know protocol had I not suppose to been there, I would not have been there. I am so sick of hearing the word personal agenda. I have a personal agenda, my personal agenda is the community and the citizens. Why we gone to come in and dismantle a board because of somebody that was appointed that have put some questionable issue already? The person is a troublemaker and we all knew that when we sat up here and voted her in. But, we did it not taking into consideration the damage they can do to that Board and this entire community.

Mayor Babb advised normally a person should stay on there for two years term and we then re-appoint them if no one applies (not only the Community Relations Board, we need to look at all our Boards). The City Clerk has indicated the record keeping of the Boards is kind of fuzzy to none. The best way to do it is really to start over. We think or believe that the majority of the Board has served for two years or more. That doesn't mean they can't be re-appointed and members should serve on one board unless no one is willing to serve. I think when I was on the Commission Board, Commissioner Walker was appointed as the liaison person. Normally, that occurs when a Board is first being formulated. Just to be clear, the liaison person is really the City Clerk. We need to look at the tape. It is the Community Relations Board and we expect that Board to present themselves how the Commission should present themselves. If that Board doesn't work together, it's almost like the Commission is broke and the system. I recommend dismantling all the Boards.

Commissioner Holmes advised he respect Mayor Babb opinion, but when I was the chairman we had some real good citizens on that Board. They loved out community. When I heard what happened it disappointed me. Most of them (the people that were on the Board) are still there and every time we had an event they served well, they did everything that they were asked to do, and I you are going to hurt the cause (these people, the community). It's going to be hard to replace that.

Mayor Babb presented that they can still apply to get back on the Board, just give others an opportunity. As a Mayor, I would encourage this Commission to look at all the Boards and start fresh. Again, each Commissioner is charged with the responsibility of appointing a board member. If you have a particular person on there that you want to re-appoint, again that's something that you can do. I don't think this particular meeting was being isolated, I think Commissioner Murvin just wanted to attend. I listen at the tape, it was an embarrassment. You had a new person (who was only an alternate) that was treated almost like an alien. You got to welcome a new member in. I think it was some conversation stating we are not against you, just the process of how you were selected.

Commissioner Walker inquired when was that said.

Mayor Babb replied at the meeting. It was on tape, everybody can take a look at it. The person wasn't being welcomed.

Commissioner Walker suggested that we have a meeting with that board and allow the board members an opportunity to defend themselves, if that be the case. I thought all of us were able to serve on a board, like you might have been selected by the Economic Development Board (which you made suggests and was the liaison). Do you not remember that?

Mayor Babb advised I don't remember anybody being a liaison for any boards. Actually, a Commissioner once elected has to resign your membership. Basically, you being a liaison (as a Commissioner) you are part of that board. We don't allow Commissioners to serve on two (2) boards and we discourage citizens being on two (2) boards. It happens, but we try our best to prevent it. We ask on the application, are you serving on any boards. So, we can look at other applicants. The Clerk has recommended that the board be dismantled, so it can give her and the board a fresh start.

Commissioner Walker advised you are going to dismantle the only functioning board in this community. You can't even get people on the other boards. Planning and Zoning Board comes together on an as needed bases. I am going to

be very disappointed, if we sit here and dismantle that board. You are trying to smooth it over by saying dismantle all the boards, but there's no other boards to be dismantled.

Commissioner Hill advised if we haven't been following the By-Laws, the board needs to start over. We do need diversity on the boards. My thing is trying to move our City forward. The new Commissioner walked in a meeting and she (and others) was not comfortable, I agree with her. The board need to be dismantle and start over, we can all choose who we want to appoint on the board. There was an alternative that wasn't contacted until the day of the meeting to be there at 5o'clock. But, everybody else just happens to be at the meeting. This is why this community is in the situation it's in.

Mayor Babb advised those that's serving currently on the board, may re-apply for the board.

Commissioner Walker inquired the Clerk is responsible for calling individuals for the meeting, so why was this particular individual not called.

Ms. Warner (City Clerk) replied I know who Commissioner Hill is referring to, she was called for each meeting since I've been the City Clerk. That individual advised she would attend, but she gave me her comments on why she felt uncomfortable and she never attended.

**Approval of Community Relations Board (Dismantle and Restart).**

**Motion by Commissioner Murvin. Seconded by Vice Mayor Hill.**

**Motion carried (3) aye; (2) nay.**

**Citizens Comments:**

Ms. Daniel Odoms I am kind of scared to talk because you all have a lot going on. I am trying to get the youth involved in activities and I don't hear too much talk about the youth. I am trying to have activities for the youths at the park, not for Turn-Up Sunday. We are trying to bring the youths and the community back together. I just want to know that I have you all support.

Mayor Babb advised that's great, but you do need a permit.

Ms. Odoms advised it's not Turn-Up Sunday, it's really just to get the community involved with the youths.

Ms. Mary Kelly advised individuals are making a dumping site in front of her house. It's not just where I live, it's peoples are coming from different areas dumping at night. I have reported it so many times, I wanted to see what you all can do about it.

Mr. Williamson advised that one of the major issues we have (illegal dumping). We collective have to address the illegal dumping, it's an education process (I had this conversation with Commissioner Walker this morning). We will be out there tomorrow. It's a practice that's going on all around the City, we pick-up and they come back (illegal dumping). When you have this issue, please give us a call and we will come out. Thank you for bring this to our attention.

Mayor Babb inquired in that area do we have no dumping signs.

Commissioner Holmes replied "No".

Mayor Babb advised the no dumping sign is the first line of defense. Secondly, if we could have the police monitor or patrolling the area we might catch it. We have to be proactive and think outside the box.

Mr. Lonnie Spry advised there are holes in the road in front of house and on the corner getting bigger. If I hit those holes and something happens to my car, I am going to sue the City. Secondly, over at the school the lights are on at 2o'clock in the morning. By 9o'clock those individuals playing soccer are gone. This is costing the City money having those lights on that time of night.

Mayor Babb advised having a timer on the lights.

Ms. Tammy Jackson-Moore (Deputy City Manager) advised the lights are being adjusted all the time. At night, someone breaks the lock and tamper with them. They bend it and break it. It has happened three or four times since I've been here.

Mr. Spry advised the City needs a Commission Advisory Board. Our rental properties in this City are Slum Lords.

Commissioner Holmes asked what the Commission Advisory Board would do.

Mr. Spry replied they meet and find out things that's going on in the community and give you advice on how to handle it (not tell you what to do, just make suggestions).

Ms. Joanna Culberson advised the City cut all the flowers down around her palm trees. I have been to the City Hall twice and notice others flowers didn't get cut down. I got to think was I singled out.

Mayor Babb apologized on behalf of the City.

Ms. Allie Biggs advised while the Commission meeting is going on, the language and actives in the back rows are horrible. I am sure that all citizens have a right to speak, but there is an order that has to be respected. I am sitting in the audience now, I want you to do something about it (City Commission). It's unfair, I want to hear what everybody has to say. It's disrespect for the entire City when this type of crap goes on. We need to respect each other, so Mayor Babb I want you to pay attention to the back.

Mayor Babb replied I was unaware of what was going on back there, but I will pay a lot more attention to that in the future. We ask the citizens and the Commission to be respectful.

Mr. Carl Morrison requested adding a report from the lieutenant. Also, we need garbage pick-up twice a week because mostly people clean-up on the weekend.

Mayor Babb advised that's something we are working on.

Mr. Thomas Murvin advised the Community Relations Board need to be addressed because he talked to some individuals from Belle Glade in reference to the MLK Walk. Belle Glade wanted to combine with Pahokee, so it could be a great turnout. But, the Community Relations Board refused and advised they will continue to do the same thing. They didn't have a good turnout, no one came to support the Community Relations Board event. When we start out new, we bring in new ideas (no disrespect to Ms. Walker). There are young people out there for the City, it will be refreshing.

#### **City Commission Comments:**

Commissioner Murvin states progress is impossible without change. Those who cannot change their minds will not change anything. Good night and God bless.

Commissioner Holmes advised we need to address annexation because I noticed it's never been addressed. I have a lot of people coming up to me about annexing to the City. Also, we need to try to condense the time of the Commission meetings.

Mayor Babb suggested changing the workshop back to 6:00pm and the City Commission meeting to 6:30pm.

#### **Approval of Changing City Commission Workshop to 6:00pm and meeting to 6:30pm.**

**Motion by Commissioner Holmes. Seconded by Vice Mayor Hill.**

**Motion carried on unanimously.**

Commissioner Holmes announced he appreciate Mr. Jaison Raju for working with our City (Mr. Raju is leaving the City of Pahokee).

Commissioner Walker wished everyone well and thanks Mr. Raju for all he's done for the City of Pahokee. I think our staff deserve some apologizes for the names they were called. We have to be fair about these things, our employees have feelings and should not have to be subjective to name calling. City Manager what's the status on us getting a street sweeper?

Mr. Williamson advised we are looking into the opportunity of contracting out.

Mayor Babb advised we can look into local farmers.

Commissioner Walker thanks Mr. Banks and Ms. Odoms for their concerns for the youths. I want remind everybody about the Relay For Life on May 13-14 at the City of Pahokee Recreation Department. I think the dismantle of the Community Relations Board was a harsh decision, however the majority rule. Thank You.

Commissioner Hill announced officially as of today I have no legal issues at this moment. Now, I spend a lot of my time concentrating on my community. I want to thank Mr. Carl Morrison for the support and mental support he's given me throughout the last four years. I want Sara Perez to know, I Nana to know, and I want Hikeem Banks to know I am here to support you, although I have some questions (I don't have a problem with you all, these were questions that the citizens have).

There being no further business to discuss, Mayor Babb adjourns the meeting at 9:56p.m.

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Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk

# CONSENT AGENDA

## NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and 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.

SUBJECT TO CHANGE

**ORDINANCE NO. 2016-05**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, CREATING CHAPTER 17, SEC. 17-78. COMMERCIAL PROPERTY-DUMPSTERS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City Commission of Pahokee finds that revisions to the Code of Ordinances of the City of Pahokee are necessary.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing “WHEREAS” clause is ratified and confirmed as being true and correct as is made a specific part of this Ordinance.

**Section 2. Sec. 17-78 is hereby created to read as follows:**

**Sec. 17-78. Commercial properties – Dumpsters.**

All outdoor receptacles for the storage and disposal of refuse, vegetation, and recyclable material, such as dumpsters, trash compactors, and recycling containers shall meet the following standards:

- a. **Storage Area**  
A minimum of one refuse container and one recycling container shall be provided per multi-family project with four (4) units or more and each nonresidential project. All refuse containers shall be stored in a storage area. Storage areas shall have a minimum dimension of ten feet by ten feet.
- b. **Location**  
Containers shall be located to minimize turning and back up movements by pick-up and removal vehicles.



- c. **Setback**  
Containers shall be set back the minimum setback provided in the Code from adjacent residential districts and uses.
- d. **Screening**  
Containers shall be screened from view by a solid opaque enclosure. The open end of the enclosure shall have an opaque gate which provides a minimum of ten feet of clearance when open for service. All exposed exterior sides of the enclosure, other than the open end, shall be landscaped with one 36-inch high shrub planted 24 inches on center.
- e. **Retrofitting of Existing Developments**  
The retrofitting of existing developments to comply with the standards of this Section is permitted at a ratio of deletion of one parking space for each outdoor receptacle, not to exceed ten percent of the total required parking spaces. Retrofitting of existing developments shall occur no later than six (6) months from the date of adoption of the Code (\_\_\_\_\_) (insert date)
- f. **Permits**  
Permits for the location of dumpsters shall be required and shall be reviewed for compliance with this Code.

**Section 3. Severability.** If any section, subsection, clause or provision of this Ordinance is declared unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**Section 4. Conflict.** All sections or parts of sections of the revised Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

**Section 5. Inclusion in the Code of Ordinances.** It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Code of Ordinances of the City of Pahokee, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** This Ordinance shall be effective immediately upon passage by the City Commission in second reading.

PASSED AND ADOPTED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2016

PASSED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Keith W. Babb, Jr., MAYOR

Attest: \_\_\_\_\_  
Tijauna Warner, CITY CLERK

	First Reading	Second and Final Reading
MAYOR BABB	_____	_____
VICE MAYOR HILL	_____	_____
COMMISSIONER HOLMES	_____	_____
COMMISSIONER MURVIN	_____	_____
COMMISSIONER WALKER	_____	_____

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Gary M. Brandenburg, CITY ATTORNEY

**ORDINANCE NO. 2016-06**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, CREATING CHAPTER 17, SEC. 17-79. MULTI-FAMILY RENTAL UNITS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City Commission of Pahokee finds that revisions to the Code of Ordinances of the City of Pahokee are necessary.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing “WHEREAS” clause is ratified and confirmed as being true and correct as is made a specific part of this Ordinance.

**Section 2. Sec. 17-79 is hereby created to read as follows:**

**Sec. 17-79. Multi-Family Rental Units**

1. Multi-Family Rental Units (MFRU) shall mean any property that has more than three rental units.
2. All Multi-Family Rental Units (MFRU) exteriors shall be kept free of mold and mildew and chipped paint.
3. All Multi-Family Rental Units (MFRU) shall be pressure-washed, primed, and completely painted every five (5) years. Within one year of the date of this ordinance, all MFRU shall be pressure-washed, primed and completely painted unless the owner requests an inspection from the Code Enforcement Department and they determine the buildings are not in need of painting until a later date, which will be set by Code Enforcement, based upon the condition of the existing paint. In no event shall the time for painting be postponed beyond five (5) years from the date of adoption of this ordinance ( ) and every five (5) years thereafter.

4. All Multi-Family Residential Units (MFRU) shall have the required number of parking spaces under the Land Development Code. All grandfathered MFRU shall have, at a minimum, 1.5 spaces per unit. All spaces shall meet the requirements for paved parking, striping and drainage, have the required base foundation, and be asphalt or concrete. All MFRU's shall be required to obtain the proper permits and complete parking in compliance with this Code within six (6) months of the adoption of this Code. (\_\_\_\_\_)
5. All MFRU's shall have on file with the City information regarding contact information for the owner and for the landscape and maintenance crew responsible for the upkeep of the grounds.
6. MFRU Landscaping – All MFRU's shall replace all landscaping that is missing from the original approvals within six (6) months of the date of adoption of this Ordinance. All MFRU's that do not have an approved landscape plan on file with the City shall, within one year, apply for, obtain, and implement a landscape plan that meets the City Code.

**Section 3. Severability.** If any section, subsection, clause or provision of this Ordinance is declared unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**Section 4. Conflict.** All sections or parts of sections of the revised Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

**Section 5. Inclusion in the Code of Ordinances.** It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Code of Ordinances of the City of Pahokee, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** This Ordinance shall be effective immediately upon passage by the City Commission in second reading.

PASSED AND ADOPTED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2016

PASSED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Keith W. Babb, Jr., MAYOR

Attest: \_\_\_\_\_  
Tijauna Warner, CITY CLERK

	First Reading	Second and Final Reading
MAYOR BABB	_____	_____
VICE MAYOR HILL	_____	_____
COMMISSIONER HOLMES	_____	_____
COMMISSIONER MURVIN	_____	_____
COMMISSIONER WALKER	_____	_____

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Gary M. Brandenburg, CITY ATTORNEY

**ORDINANCE NO. 2016-07**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING CHAPTER 17, SEC. 17-281. MAINTENANCE REQUIREMENTS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

WHEREAS, the City Commission of Pahokee finds that revisions to the Code of Ordinances of the City of Pahokee are necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:

- Section 1. Recitals.** The foregoing “WHEREAS” clause is ratified and confirmed as being true and correct as is made a specific part of this Ordinance.
- Section 2. Sec. 17-281 (1) is hereby amended as follows:**
- (1) Properties subject to this article shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items, including, but not limited to, furniture, clothing, large and small appliances, or any other items that give the appearance that the property is abandoned or not being properly maintained. Weeds, overgrown brush or dead vegetation over ~~ten (10)~~ twelve (12) inches tall are prohibited.
- Section 3. Severability.** If any section, subsection, clause or provision of this Ordinance is declared unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.
- Section 4. Conflict.** All sections or parts of sections of the revised Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.
- Section 5. Inclusion in the Code of Ordinances.** It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Code of Ordinances of the City of Pahokee, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “ordinance” may be changed to “Section”

or other appropriate word.

**Section 6. Effective Date.** This Ordinance shall be effective immediately upon passage by the City Commission in second reading.

PASSED AND ADOPTED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2016

PASSED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Keith W. Babb, Jr., MAYOR

Attest: \_\_\_\_\_  
Tijauna Warner, CITY CLERK

	First Reading	Second and Final Reading
MAYOR BABB	_____	_____
VICE MAYOR HILL	_____	_____
COMMISSIONER HOLMES	_____	_____
COMMISSIONER MURVIN	_____	_____
COMMISSIONER WALKER	_____	_____

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Gary M. Brandenburg, CITY ATTORNEY

ORDINANCE NO. 2016- 08

AN ORDINANCE OF THE CITY OF PAHOKEE, FLORIDA, TO BE DESIGNATED AS THE CITY OF PAHOKEE PARKS TRESPASS ORDINANCE; PROVIDING FOR A SHORT TITLE; PROVIDING FOR DEFINITIONS INCLUDING CRITERIA ON WHEN A TRESPASS NOTICE MAY BE ISSUED; PROVIDING FOR AUTHORIZATION TO ISSUE TRESPASS NOTICES; PROVIDING FOR APPEAL OF TRESPASS NOTICES;; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTY; PROVIDING FOR CAPTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida, ("City") owns and/or operates various parks throughout the City; and

WHEREAS, current City codes and ordinances allow for citations to be issued in certain circumstances when violations are committed within parks owned by the City but do not provide a mechanism to temporarily enjoin violators from returning to such property; and

WHEREAS, City finds that the presence of individuals who have violated City ordinances, rules or regulations, certain State laws or notices contained on a posted sign while within parks owned and/or operated by the City creates a threat to the safety and welfare of visitors and citizens of the City and that temporarily enjoining such individuals from access to such property will promote public safety and welfare and protect such property; and

WHEREAS, City wishes to establish a mechanism to issue trespass notices to individuals who violate City ordinances, rules or regulations, State laws or notices contained in a posted sign while on City parks; and

WHEREAS, the City wishes to establish procedures to be followed when trespass notices are issued, including a process to appeal the issuance of a trespass notice; and



WHEREAS, adopting a trespass ordinance is in the best interest of the citizens and visitors to the City who visit parks.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, that:

Section 1. TITLE: APPLICABILITY.

- (a) This Ordinance shall be known as the City of Pahokee Parks Trespass Ordinance.
- (b) All provisions of this Ordinance shall be applicable to City Parks.

Section 2. DEFINITIONS.

- (a) *Applicable Local Law* shall include the following:

- (1) Intentionally damaging or destroying City property, real or personal, including but not limited to any building; bridge; table; bench; fireplace; railing; paving; water line or other public utility or parts of appurtenances thereof; posted sign, notice or placard whether temporary or permanent; monument; stake, post or other boundary marker; or other structure, equipment, facility or appurtenance whatsoever; or

- (2) Removing a live plant, plant part or plant material from City Property; or

- (3) Molesting, harming, frightening, killing, trapping, hunting, chasing, shooting, throwing objects at, harassing, feeding, or otherwise inhibiting the natural movements and habits of any invertebrate, mammal, amphibian, reptile, fish or bird within the City. This paragraph shall not preclude fishing in a designated fishing area or removal of any nuisance wildlife or animal as authorized by the City.

- (4) Removing or attempting to remove any wild animal, or the eggs or nests of any amphibian, reptile, fish, bird or invertebrate from City property. This paragraph shall not preclude fishing in a designated fishing area or removal of any nuisance wildlife or animal as authorized by the City.

- (5) Using, discharging or possessing fireworks (other than a firework display permitted by the City) explosives, or substances that could be combined into an explosive mixture within City property; or

- (6) Building or attempting to build any fire within City Property except in such areas where fireplaces or grills are provided or as specifically authorized by a regulation or permit issued by the City or dropping, showing or otherwise depositing lighted matches, burning cigarettes or cigars or other flammable material within City Property; or

(7) Having been found to have violated any provision of the City Parks and Recreation Ordinance three or more times; or

(8) Violating a notice contained on a posted sign on City Property.

(b) *Applicable State Law* shall include Chapter 316 (State Uniform Traffic Control), Chapter 782 (Homicide), Chapter 784 (Assault; Battery; Culpable Negligence), Chapter 787 (Kidnapping; False Imprisonment; Luring or Enticing a Child; Custody Offenses), Chapter 790 (Weapons and Firearms), Chapter 794 (Sexual Battery), Chapter 796 (Prostitution), Chapter 800 (Lewdness; Indecent Exposure), Chapter 806 (Arson and Criminal Mischief), Chapter 810 (Burglary and Trespass), Chapter 812 (Theft, Robbery, and Related Crimes), Chapter 823, (Public Nuisances); Chapter 825, (Abuse, Neglect, and Exploitation of Elderly Persons and Disabled Adults), Chapter 827 (Abuse of Children), Chapter 828 (Animals: Cruelty, Sales, Animal Enterprise Protection), Chapter 843 (Obstructing Justice), Chapter 847 (Obscenity), Chapter 856 (Drunkenness; Open House Parties; Loitering; Prowling; Desertion), Chapter 859 (Poisons; Adulterated Drugs), and Section 877.03 (Breach of the Peace; Disorderly Conduct), Chapter 893 (Drug Abuse Prevention and Control).

(c) *County Property* shall mean any facility, building or outdoor area that is part of a park or owned and/or operated by the City.

### Section 3. TRESPASS NOTICE; AUTHORIZATION TO ISSUE; APPEAL.

(a) Any Palm Beach County Sheriff's Deputy or law enforcement officer acting within his/her jurisdiction is authorized to issue a Trespass Notice to any individual who violates and Applicable Local Law or Applicable State Law while on City Property.

(b) Any person issued a Trespass Notice shall be prohibited from returning to the City Property specified in the Trespass Notice as follows:

(1) For the first Trespass Notice, for a period of six (6) months.

(2) For the second Trespass Notice, for a period of one (1) year.

(3) For the third or subsequent Trespass Notice, for a period of two (2) years.

(c) A copy of the Trespass Notice shall be provided by mail or hand delivery to the Trespass Notice recipient with a copy provided to the employee or official having control over the City Property. The Trespass Notice shall include the name and address of the Trespass Notice recipient, the date, the provision of law the Trespass Notice recipient has violated, a brief description of the offending conduct, the location of the offense, the name of the person issuing the Trespass Notice and a description of the City Property to which the Trespass Notice recipient shall not return during the Trespass Notice period described in Section 3(b) of this Ordinance. The written Trespass Notice shall advise of the right to appeal and the location and telephone number for filing the appeal. The Trespass Notice shall include a warning that any person found on City Property in violation of a Trespass Notice may be arrested for trespassing.

(d) Appeal of Trespass Notice. The Trespass Notice recipient shall have the right to appeal as follows:

(1) An appeal of a Trespass notice must be filed, in writing, at the address listed on the Trespass Notice within ten (10) days of the issuance of the Trespass Notice. The appeal shall include the Trespass Notice recipient's (appellant) name, address, telephone number, electronic mail address and facsimile number, if any, a copy of the Trespass Notice, and a statement of the basis for the appeal. Failure to file a written appeal within ten (10) days of issuance of the Trespass Notice shall be deemed a waiver of the right to appeal.

(2) A filing fee in the amount of \$20.00 shall accompany the appeal of the Trespass Notice.

(3) Appeals shall be heard by a Special Magistrate with jurisdiction and authority to hear and decide alleged violations of the codes and ordinances enacted by the City.

(4) Within forty (40) days following the filing of the appeal, a hearing shall be held in front of a Special Magistrate. Notice of the hearing shall be provided to the appellant by U.S. mail, electronic mail, facsimile, certified mail or hand delivery. If the issuance of a Trespass Notice was predicated of a violation of Applicable State Law and the criminal case is pending before the County or Circuit Court, the appeal hearing shall be stayed until the resolution of that case.

(5) The hearing shall be open to the public and shall be recorded.

(6) At the hearing the burden of proof shall be on the City to demonstrate by clear and convincing evidence that a violation of an Applicable Local Law or Applicable State Law on City Property has occurred. However, proof that the appellant has entered a plea of guilty, regardless of adjudication, to the underlying offense shall be admissible at the hearing as an admission against interest.

(7) If the appellant fails to attend the appeal hearing, the appeal shall be dismissed with prejudice.

(8) All testimony shall be under oath and shall be recorded. The formal rules of evidence shall not apply but fundamental due process shall be observed and shall govern the proceedings. Upon determination of the special magistrate, irrelevant, immaterial, or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of the State of Florida.

(9) The special magistrate may inquire of or question any witness present at the hearing. The appellant or his/her attorney and an employee or attorney representing the City shall be permitted to inquire of or question any witness present at the hearing. The special magistrate may consider testimony presented by any witness at the hearing.

(10) At the conclusion of the hearing, the special magistrate shall orally render his or her decision (order) upholding or overruling the Trespass Notice based on evidence entered into the record. If the special magistrate upholds the Trespass Notice, appellant shall be enjoined from returning to the City Property specified in the Trespass Notice for a period provided in Section 3(b) above. The decision shall then be transmitted to the appellant in the form of a written order including findings of fact and conclusions of law consistent with the record. The order shall be transmitted by mail to the appellant

within ten (10) days after the hearing and a copy shall be sent to the law enforcement agency whose officer issued the Trespass Notice.

(11) Any aggrieved party may appeal an order of the special magistrate to the Circuit Court of Palm Beach County. Such appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. Any appeal filed pursuant to this Ordinance shall be considered timely if filed within thirty (30) days of the execution of the order to be appealed. The City may assess a reasonable charge for the preparation of the record to be paid by the appellant in accordance with F.S. § 119.07.

(12) The Trespass Notice shall remain in effect during any appeal process, unless a stay pending review is entered by the special magistrate.

(13) A special magistrate shall have the power to:

a. Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by a sheriff or other authorized persons consistent with Rule 1.410(d), Florida Rules or Civil Procedure, upon request by the special magistrate.

b. Subpoena records and other documentary evidence.

c. Take testimony under oath.

d. Issue orders having full force and effect of law.

(e) The City Manager or his/her designee may authorize an individual who has received a Trespass Notice to enter a specific City Property included within a Trespass Notice to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied. Any individual issued such authorization shall have a copy of the authorization in his/her possession upon entry and throughout the duration of his/her presence upon the specific City Property. In addition, a copy of such authorization shall be sent by the City Manager or his/her designee to the law enforcement agency that issued the Trespass Notice prior to the scheduled entry onto the specific City Property.

(f) Any person found on City Property in violation of this Ordinance may be arrested for trespassing.

(g) This Ordinance shall not be construed to limit the authority of any law enforcement officer or code enforcement officer to take any other enforcement action authorized by law.

Section 4. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:

The provisions of this Ordinance shall become and be made a part of the City Code. The sections of this Ordinance may be renumbered or re-lettered to accomplish such, and the word ordinance may be changed to section, article, or other appropriate word.

Section 5. REPEAL OF LAWS IN CONFLICT:

All local laws and ordinances in conflict with any provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 6. SEVERABILITY:

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 7. ENFORCEMENT:

This Ordinance is enforceable by all means provided by law. Additionally, the City may choose to enforce this Ordinance by seeking injunctive relief in the Circuit Court of Palm Beach County.

Section 8. PENALTY:

Any violation of any portion of this Ordinance shall be punishable as provided by law.

Section 9. CAPTIONS:

The captions, section headings, and section designations used in this Ordinance are for convenience only and shall have no effect on the interpretation of the provisions of this Ordinance.

Section 10. EFFECTIVE DATE:

This Ordinance shall be effective immediately upon passage by the City Commission in second reading.

PASSED AND ADOPTED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2016

PASSED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Keith W. Babb, Jr., MAYOR

Attest: \_\_\_\_\_  
Tijauna Warner, CITY CLERK

	First Reading	Second and Final Reading
MAYOR BABB	_____	_____
VICE MAYOR HILL	_____	_____
COMMISSIONER HOLMES	_____	_____
COMMISSIONER MURVIN	_____	_____
COMMISSIONER WALKER	_____	_____

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Gary M. Brandenburg, CITY ATTORNEY

**RESOLUTION 2016 - 18**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE DEMOLITION AGREEMENT BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE.**

**WHEREAS**, Palm Beach County has made funding available from various sources designated to alleviate slums and blighted conditions through the demolition of vacant structures; and,

**WHEREAS**, Palm Beach County and City of Pahokee jointly desires to implement the demolition services specified by this Agreement.

**THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE THAT:**

Section 1. The Mayor is hereby authorized and directed to execute the attached Demolition Agreement.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of **June, 2016.**

ATTESTED:

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Hill

Commissioner Holmes

Commissioner Murvin

Commissioner Walker

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT FOR DEMOLITION SERVICES**

**PALM BEACH COUNTY**

**AND**

**CITY OF PAHOKEE**

THIS AGREEMENT, entered into on \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its various programs, and City of Pahokee, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 207 Begonia Drive, Pahokee, FL 33476.

WHEREAS, Palm Beach County has made funding available from various sources designated to alleviate slums and blighted conditions through the demolition of vacant structures; and

WHEREAS, Palm Beach County and City of Pahokee jointly desire to implement the demolition services specified by this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability
- (D) "Municipality" means the City of Pahokee
- (E) "DES Approval" means the written approval of the DES Director or his designee.
- (F) "NSP" means Neighborhood Stabilization Program
- (G) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (H) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in this Agreement.

3. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Municipality and the County shall jointly implement the herein described demolition program which activities have been determined to be **Clearance Activities**, under 24 Code of Federal Regulations (CFR) 570.201(d). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", meet either the **CDBG Low- and Moderate- Income Area Benefit National Objective** as defined in 24 CFR 570.208(a)(1) or the **Prevention or Elimination of Slums and Blight National Objective** defined in 24 CFR 570.208(b).

4. **GENERAL COMPLIANCE**

Where applicable, the Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. **PAYMENT FOR SERVICES**

All services undertaken and provided through this Agreement, unless specifically noted, shall be paid directly to the vendor by the County.

7. **TIME OF PERFORMANCE**

The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement.

8. **CONDITIONS ON WHICH PROJECT IS CONTINGENT**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES.

(B) **PROGRAM - GENERATED INCOME**

All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. DES must verify and approve the eligibility and reasonableness of all expenses which the Municipality requests to be deducted. Funds generated by repayment of municipal liens for municipal costs are not considered program income. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The requirements of this section shall survive the termination or expiration of this Agreement.

9. **CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The Municipality acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Municipality has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Municipality shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

10. **PROGRAM ELIGIBILITY CRITERIA**

In order to qualify for demolition, one of the following three (3) criteria must be met:

1. The activity must benefit all residents of the particular area, where at least 51 percent (51%) of the residents are low and moderate income persons.
2. The activity must be located in an area which:
  - a. meets the designated definition of a slum, blighted, deteriorated or deteriorating area under State or local law;



- b. throughout the area, there is a substantial number of deteriorated or deteriorating buildings or the public improvements are in a general state of deterioration;
  - c. documentation must be maintained on the boundaries of the area and the condition which qualified the area at the time of designation; and
  - d. the assisted activity addresses one or more of the conditions which contributed to the deterioration of the area.
3. Clearance activities which eliminate specific conditions of blight or physical decay on a spot basis not located in a slum or blighted area and which are necessary to the extent that they eliminate conditions which are detrimental to public health and safety.

**11. EVALUATION AND MONITORING**

The Municipality agrees that DES may carry out periodic monitoring and evaluation of activities as determined necessary by DES and that the continuation of this Agreement is dependent upon satisfactory evaluation and conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or the County's designees, copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

**12. REVERSION OF ASSETS**

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property improved upon expiration of this Agreement which was acquired or improved in whole or part with CDBG and/or NSP funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

This provision shall survive the expiration or early termination of this Agreement.

**13. DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

**14. INDEMNIFICATION**

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

15. **INSURANCE BY MUNICIPALITY:**

Without waiving the right to sovereign immunity as provided by S. 768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

16. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

17. **CONFLICT OF INTEREST**

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target area or any parcel therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

18. **AGREEMENT DOCUMENTS**

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Municipality;
- (B) OMB Circulars A-87, A-102, A-133, and 24 CFR Part 85
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Municipality's personnel policies and job descriptions; and
- (J) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

19. **TERMINATION AND SUSPENSION**

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality. The County may cease operation of the program until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination.

20. **SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

21. **AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

22. **NOTICES**

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on page one (1) of this Agreement.

23. **INDEPENDENT AGENT AND EMPLOYEES**

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

24. **NO FORFEITURE**  
The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.
25. **PUBLIC ENTITY CRIMES**  
As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).
26. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**  
Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
27. **EXCLUSION OF THIRD PARTY BENEFICIARIES**  
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.
28. **SOURCE OF FUNDING**  
This Agreement and all obligations of the County hereunder are subject to and contingent upon the availability of funds through the Programs administered by the County's Department of Economic Sustainability. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.
29. **INCORPORATION BY REFERENCE**  
Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.
30. **COUNTERPARTS OF THE AGREEMENT**  
This Agreement, consisting of twenty (20) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
31. **ENTIRE UNDERSTANDING**  
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(MUNICIPALITY SEAL BELOW)

CITY OF PAHOKEE

By: \_\_\_\_\_  
Kieth W, Babb, Jr., Mayor

By: \_\_\_\_\_  
Chandler Williamson, City Manager

By: \_\_\_\_\_  
Attorney for Municipality  
(Signature Optional)

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Mary Lou Berger, Mayor  
Palm Beach County

By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: \_\_\_\_\_  
James Brako,  
Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard,  
Deputy Director

EXHIBIT "A"

**RESPONSIBILITIES OF THE MUNICIPALITY AND COUNTY**

This demolition program will be funded by the County with Community Development Block Grant (CDBG) and Neighborhood Stabilization Program (NSP) funds. The County and the Municipality shall cooperate in implementation of the demolition program with each entity having specific responsibilities as delineated below.

**Responsibilities of the Municipality**

The Municipality shall:

- A. The Municipality shall identify properties to be demolished and submit to the County a request for demolition for each property. The request for demolition shall include:
1. A completed Demolition Questionnaire (Exhibit B);
  2. A completed Request for Environmental Review (Exhibit C) and
  3. An Owner's Consent to Demolish (Exhibit D - No Liens) or (Exhibit E - With Liens) or a Municipal Order to Demolish

- B. The Municipality shall maintain adequate documentation on file to demonstrate that each property selected for demolition meets one (1) of the following criteria:

1. *Slums and Blight Area*

- The property is located in an area which meets the designated definition of a slum, blighted, deteriorated or deteriorating area under State or local laws. The boundaries of the area and the conditions which qualified the area at the time of its designation must be documented and maintained on file;
- Throughout the area there is a substantial number of deteriorated or deteriorating buildings or the public improvements are in a general state of deterioration; and
- The demolished property addressed one or more of the conditions which contributed to the deterioration of the area.

2. *Slums and Blight Spot*

The demolition of the property will eliminate a specific condition of blight or physical decay on a spot basis, and the demolition is necessary to the extent that it will eliminate conditions which are detrimental to public health and safety.

3. *Low- and Moderate-income Area*

The activity benefits all residents of the particular area where at least 51% of the residents are of low- and moderate-incomes (household income no greater than 80% of Area Median Income, adjusted for family size).

- C. In all cases, regardless of ownership, where the anticipated total cost of of demolition and where applicable, asbestos abatement, exceeds \$25,000:

The Municipality shall cause to be executed and recorded a Declaration of Restrictions on title to the property (Exhibit F). The original recorded Declaration of Restrictions must be delivered to the County prior to the commencement of demolition work; or

The Municipality shall place a lien on the property in an amount that includes the County's costs as noted above and insert language that places restrictions on the property equivalent to the restrictions contained in the County's Declaration of Restrictions.

- D. Upon expiration of this Agreement, the Municipality shall transfer to the County any accounts receivable attributable to the use of CDBG and/or NSP funds. In addition, any real property which was acquired, improved or demolished in whole or part with CDBG and/or NSP funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a period of five years after expiration of this Agreement or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

**This provision shall survive the expiration or early termination of this Agreement.**

**Responsibilities of the County:**

- A. The County, at its sole discretion, shall determine the eligibility of properties to be demolished. The determination will be based on CDBG and NSP Program regulations, and other applicable Federal, State, and local authorities.
- B. The County shall perform an Environmental Review (ER) in accordance with 24 CFR Part 58 and will identify conditions or mitigation measures required, if any.
- C. The County shall conduct an asbestos surveys of each property submitted for demolition by the Municipality and shall undertake abatement, where necessary for demolition.
- D. The County shall coordinate, procure, and oversee the demolition of properties approved for demolition by the County.
- E. The County shall fund all costs of services ordered and undertaken by the County, its contractors, and subcontractors.

**EXHIBIT B**

**DEMOLITION QUESTIONNAIRE**

This is a request for the demolition of the property identified herein as follows:

PROPERTY ADDRESS:	
LEGAL DESCRIPTION:	
PROPERTY CONTROL NUMBER:	
NUMBER OF STRUCTURES AT THIS PROPERTY:	_____ structures
NUMBER OF STRUCTURES TO BE DEMOLISHED:	_____ structures
TOTAL FLOOR AREA OF STRUCTURES TO BE DEMOLISHED:	_____ square feet
NUMBER OF DWELLING UNITS TO BE DEMOLISHED:	_____ dwelling units
DESCRIPTION OF STRUCTURES TO BE DEMOLISHED AND TYPE OF CONSTRUCTION:	

**1. PROPERTY OWNER INFORMATION:**

Submit copies of recorded deed, or other document evidencing ownership:

Property Owner(s) Name	Property Owner's Phone Number
	(        ) (        )

**2. FOR PROPERTIES THAT ARE PARTIALLY OR ENTIRELY NON-RESIDENTIAL:**

- entirely non-residential
- partially non-residential

Describe the use of the property:

**3. FOR PROPERTIES THAT ARE PARTIALLY OR ENTIRELY RESIDENTIAL:**

- entirely residential
- partially residential

List all residential dwelling units that have been vacant for three months or more.

Unit No.	Date Last Occupied	Source of Information Used to Establish Date Last Occupied

Examples of information sources for date last occupied:

- Affidavit from property owner
- Date of utility cut off
- Date from notice to vacate unsafe structure
- Date of fire department report



List all residential dwelling units that have been vacant less than three months, then attach a Demolition Unit Worksheet for each dwelling unit listed.

Unit No.	Unit No.	Unit No.	Unit No.	Unit No.

**4. FOR STRUCTURE(S) TO BE DEMOLISHED:**

State the year built for each structure:

Year Built	Year Built	Year Built	Year Built	Year Built

For structures to be demolished built more than 50 years ago, submit the following for each:  
 -Demolition Justification and Historical Background Information sheet  
 -Two front view photos and two side view photos of each structure.  
 Mount photos on Photographic Survey form.

For structures to be demolished built 50 years ago, or less, submit the following for each:  
 -One front view photo and one side view photo of each structure.  
 Mount photos on Photographic Survey form.

**5. CERTIFICATION OF AGENCY SUBMITTING THIS REQUEST:**

The undersigned representative of the agency submitting this request certifies to Palm Beach County, in connection with the structures identified herein for demolition, that:

- a. the structures to be demolished are owned by the property owners shown above, or the agency's documentation of the condemnation proceedings executed by the agency's legal representative.
- b. the structures to be demolished are vacant unoccupied structures,
- c. the structures to be demolished are in a blighted condition, that is, these structures are in a state of physical decay and deterioration that renders them in a substandard condition where rehabilitation to make them suitable for occupancy according to applicable housing and building codes is economically Infeasible,
- d. the structures to be demolished are un-occupiable due to their deteriorated condition,
- e. the demolition of these structures will not result in the displacement of any owner or tenant that is a residential or business occupant, and that
- f. the last occupant has not been displaced as a result of government action associated with this demolition.

The undersigned further certifies to Palm Beach County that he/she has been authorized by the below named agency to submit this request.

AGENCY NAME: \_\_\_\_\_

AGENCY REPRESENTATIVE'S NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT C**

**ENVIRONMENTAL REVIEW REQUEST**

**1. REQUESTING AGENCY NAME**

--

**2. CONTACT PERSON**

Name:		Date:	
-------	--	-------	--

**3. CONTACT INFORMATION**

E-Mail:		Phone:	
---------	--	--------	--

**4. HOMEOWNER / HOMEBUYER / PROJECT NAME**

--

**5. FUNDING SOURCE**

CDBG     HOME     DRI     NSP1     NSP2     Other: \_\_\_\_\_

**6. ACTIVITY TYPE**

Direct Homeownership Assistance/Subsidy to the homebuyer for:  
      S/F New construction  
      S/F Acquisition with  minor Rehab     major rehab  
      S/F Acquisition

Residential New Construction:  
      1-4 units  
      5+ units

Housing Rehabilitation:  
      Residential:  1-4 units     5+ units  
      Non-residential conversion to residential

Acquisition:  
      Existing Residential Properties without Rehabilitation: Number of Units: \_\_\_\_\_  
      Existing Residential Properties with Rehabilitation: Number of Units: \_\_\_\_\_  
      Land Acquisition: Proposed Number of Units: \_\_\_\_\_  
      Existing Non-Residential Structures for Conversion: Proposed Number of Units: \_\_\_\_\_

Demolition:  
      Existing Residential:     1-4 units     5+ units  
      Non-residential

Capital Improvements:  
     Specify: \_\_\_\_\_

**7. PROPERTY INFORMATION**

Property Address:	
Property Owner(s):	
Property Control No:	
Property is:	<input type="checkbox"/> Vacant <input type="checkbox"/> Owner occupied <input type="checkbox"/> Tenant occupied
Year Built:	_____ (If the property was built more than 50 years ago, complete a Rehabilitation Justification and Historical Background Information form. Attach one front view photo and one side view photo of each structure mounted on a Photographic Survey form).

**8. ENVIRONMENTAL PHASE 1 AUDIT:**

Has an environmental Phase I audit been conducted for the property?  
 No     Yes (If yes, attach a copy of the report)

**9. FOR REHABILITATION PROJECTS:**

Describe the proposed rehabilitation work: \_\_\_\_\_

10. TYPE OF STRUCTURE:

- Single Family
- Multi Family Structure - Number of Units: \_\_\_\_\_
- Commercial
- Other - Specify: \_\_\_\_\_

11. ZONING DESIGNATION AND COMPLIANCE:

Zoning designation: \_\_\_\_\_  
 Does the structure comply with the applicable zoning requirements?  Yes  No

12. UTILITIES:

Is this property served by a water main?  Yes  No  
 Is this property presently served by a sewer line?  Yes  No

REQUEST SUBMITTED BY:

\_\_\_\_\_  
 Name Signature Date

**STRUCTURES OVER 50 YEARS OLD**

**DEMOLITION JUSTIFICATION  
AND  
HISTORICAL BACKGROUND INFORMATION**

PROPERTY ADDRESS:	
PROPERTY OWNER(S):	
YEAR BUILT:	

For structures built more than 50 years ago:

1. Provide a detailed justification for the demolition of the above stated property. The information/documentation should describe the current condition/deterioration of the structure, and include both interior and exterior photographs consisting of views of the four (4) elevations, views of the street in both directions, contiguous properties, and any unique architectural properties of the structure(s).

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2. Provide information on any historical events or individuals known to be associated with the above stated property.

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3. Provide information on the immediate surroundings of the above stated property. Is the property located next to a potential historic district? Provide photographs of the surrounding lots and/or buildings.

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DEMOLITION PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

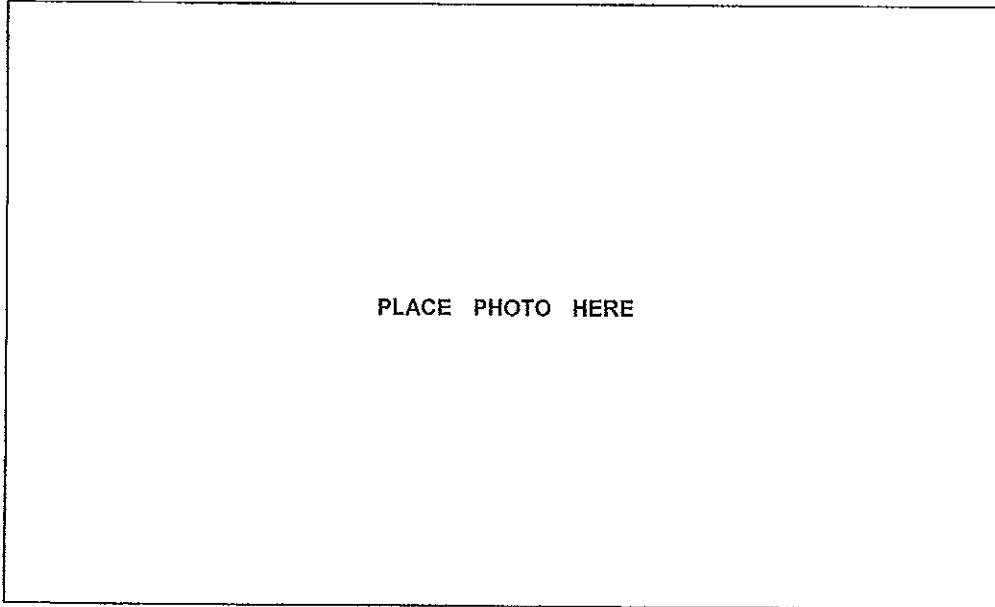


Photo date: \_\_\_\_\_ [ ] Photo is before demolltion [ ] Photo is after demolition

- [ ] North side [ ] West side [ ] Living room [ ] Hall [ ] Bathroom [ ] Carport/garage [ ] Utility room  
[ ] South side [ ] East side [ ] Dining room [ ] Kitchen [ ] Bedroom [ ] Other: \_\_\_\_\_

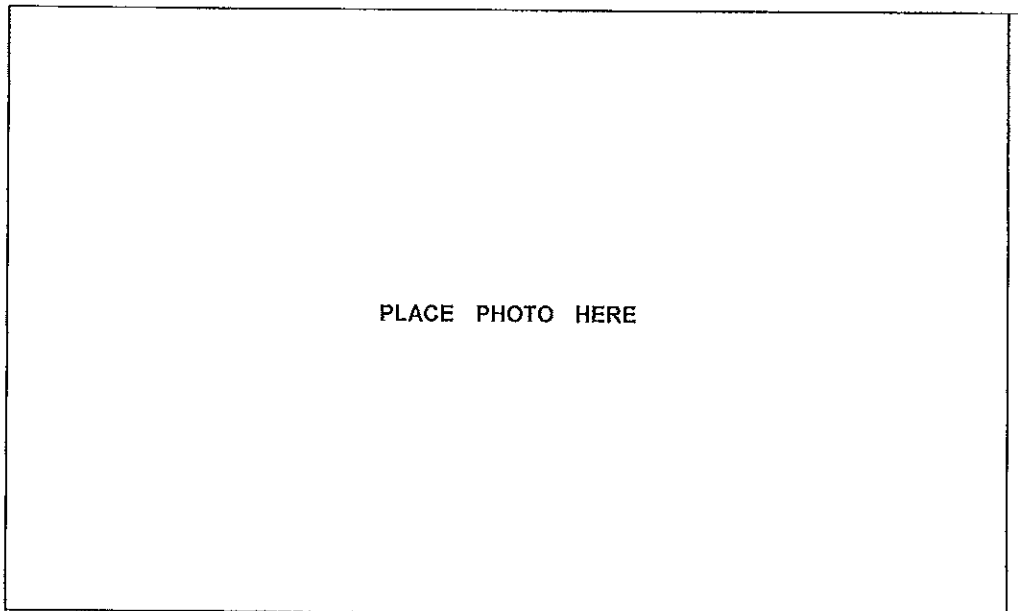


Photo date: \_\_\_\_\_ [ ] Photo is before demolltion [ ] Photo is after demolition

- [ ] North side [ ] West side [ ] Living room [ ] Hall [ ] Bathroom [ ] Carport/garage [ ] Utility room  
[ ] South side [ ] East side [ ] Dining room [ ] Kitchen [ ] Bedroom [ ] Other: \_\_\_\_\_

DEMOLITION PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

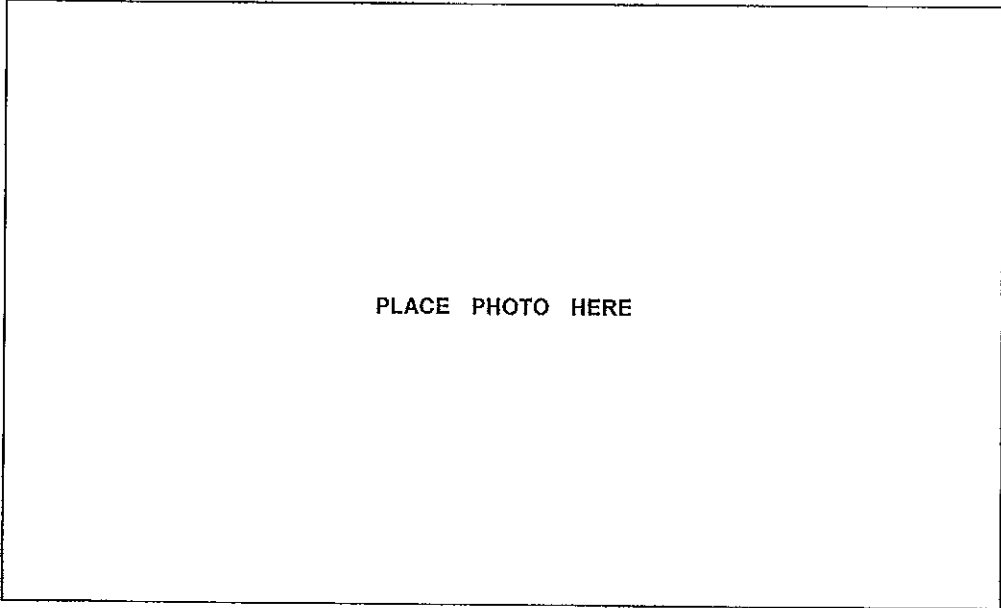


Photo date: \_\_\_\_\_ [ ] Photo is before demolition [ ] Photo is after demolition

[ ] North side [ ] West side [ ] Living room [ ] Hall [ ] Bathroom [ ] Carport/garage [ ] Utility room  
 [ ] South side [ ] East side [ ] Dining room [ ] Kitchen [ ] Bedroom [ ] Other: \_\_\_\_\_

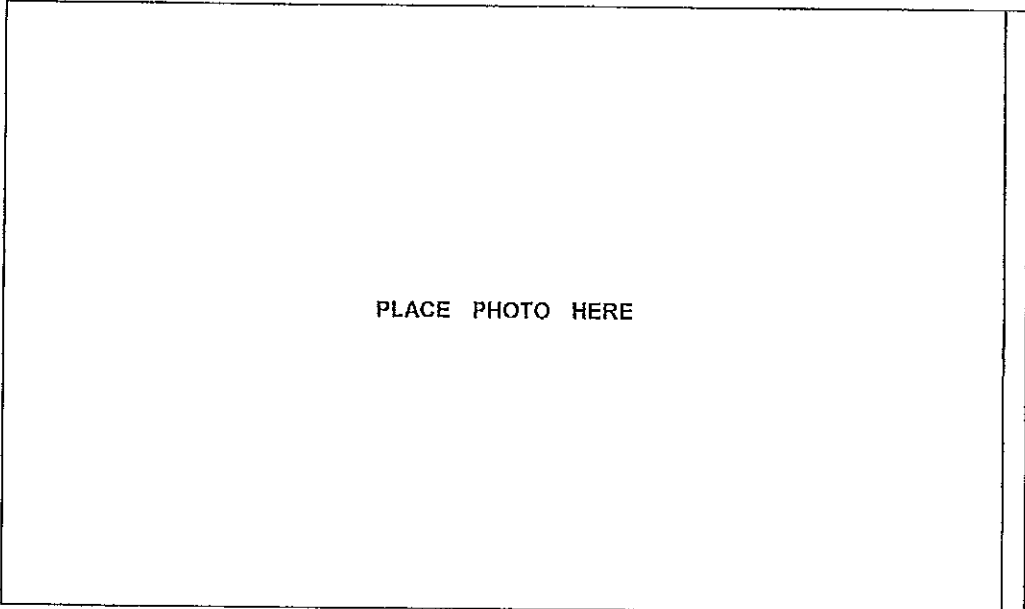


Photo date: \_\_\_\_\_ [ ] Photo is before demolition [ ] Photo is after Demolition

[ ] North side [ ] West side [ ] Living room [ ] Hall [ ] Bathroom [ ] Carport/garage [ ] Utility room  
 [ ] South side [ ] East side [ ] Dining room [ ] Kitchen [ ] Bedroom [ ] Other: \_\_\_\_\_

DEMOLITION PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

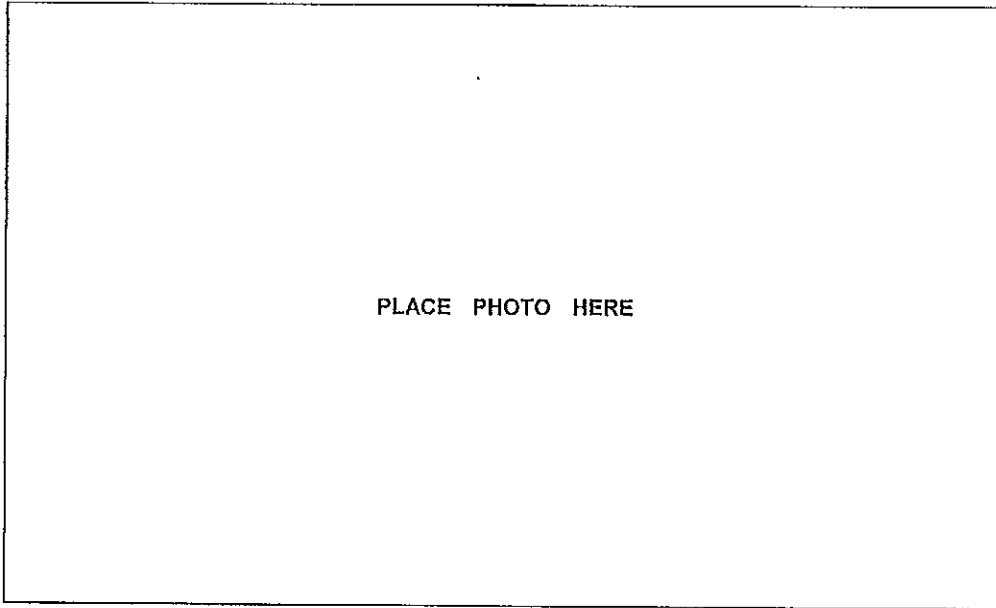


Photo date: \_\_\_\_\_ [ ] Photo is before demolition [ ] Photo is after demolition

[ ] North side [ ] West side [ ] Living room [ ] Hall [ ] Bathroom [ ] Carport/garage [ ] Utility room  
[ ] South side [ ] East side [ ] Dining room [ ] Kitchen [ ] Bedroom [ ] Other: \_\_\_\_\_

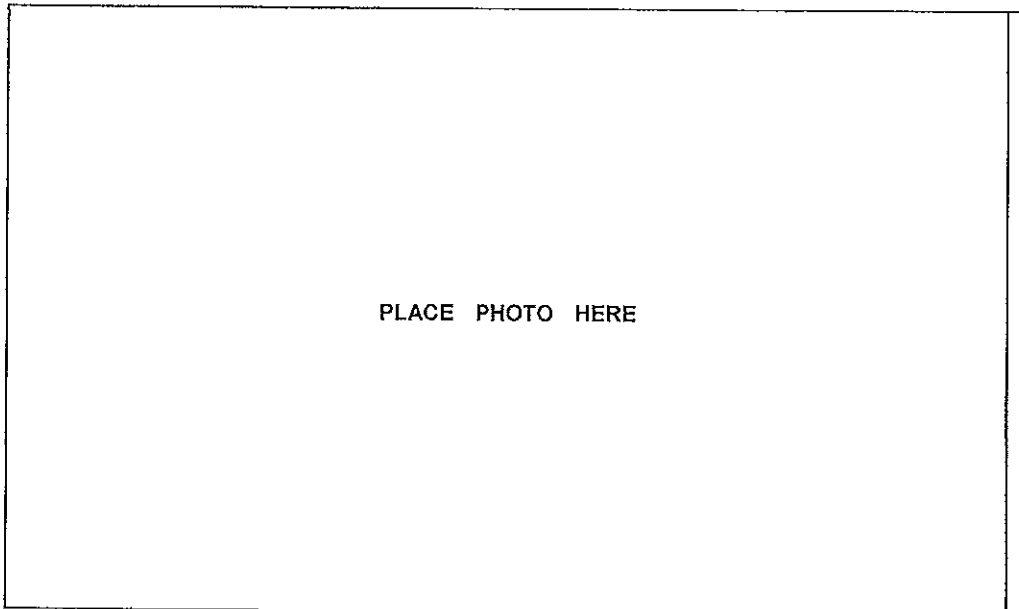


Photo date: \_\_\_\_\_ [ ] Photo is before demolition [ ] Photo is after demolition

[ ] North side [ ] West side [ ] Living room [ ] Hall [ ] Bathroom [ ] Carport/garage [ ] Utility room  
[ ] South side [ ] East side [ ] Dining room [ ] Kitchen [ ] Bedroom [ ] Other: \_\_\_\_\_

**EXHIBIT D**

**PROPERTY OWNER'S CONSENT AND AUTHORIZATION TO DEMOLISH  
AND DISPOSE OF A STRUCTURE  
FOR PROPERTIES WITHOUT MORTGAGES OR LIENS**

I, THE UNDERSIGNED, warrant to the DEPARTMENT of ECONOMIC SUSTAINABILITY (DES) OF PALM BEACH COUNTY, FLORIDA that I am the legal owner of said property situated in Palm Beach County, Florida, legally described as follows:

LEGAL DESCRIPTION:	
PROPERTY ADDRESS:	
PROPERTY CONTROL NUMBER:	
PROPERTY OWNER'S NAME:	
PROPERTY OWNER'S ADDRESS:	

I FURTHER WARRANT to DES, that there are no outstanding mortgages or other liens upon the property described above and the improvements thereon located.

I HEREBY AUTHORIZE DES, to demolish and dispose of, as the County may see fit, the structure and all other improvements located on the property described above at the expense of the County.

AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability arising out of claims of mortgagees and lien holders with reference to the above mentioned property. FURTHER, AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability, damages, penalties, suits, negligence, costs, claims or judgments arising from the demolishing and disposal of structures and all other improvements located on the property described above.

WHERE THE CONTEXT of this letter requires for clarity, the singular shall include the plural, the plural shall include the singular and the gender shall be interchangeable.

SIGNED, SEALED and DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PROPERTY OWNER(S) OR AGENT\*:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

\* IF BY AGENT, POWER OF ATTORNEY MUST ACCOMPANY THIS CONSENT FORM.

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_  
Notary Public - State of Florida

Notary Seal

**EXHIBIT E**

**PROPERTY OWNER'S CONSENT AND AUTHORIZATION TO DEMOLISH AND DISPOSE OF A STRUCTURE FOR PROPERTIES WITH MORTGAGES OR LIENS**

I, THE UNDERSIGNED, warrant to the DEPARTMENT of EDONOMIC SUSTAINABILITY(DES) OF PALM BEACH COUNTY, FLORIDA that I am the legal owner of said property situated in Palm Beach County, Florida, legally described as follows:

LEGAL DESCRIPTION:	
PROPERTY ADDRESS:	
PROPERTY CONTROL NUMBER:	
PROPERTY OWNER'S NAME:	
PROPERTY OWNER'S ADDRESS:	

I FURTHER WARRANT to DES, that there are outstanding mortgages or other liens upon the property described above and the improvements thereon located, that

I ALSO WARRANT to DES that the mortgagees and/or lien holders are \_\_\_\_\_, and that I have obtained the written consent of each mortgagee and lien holder to demolish the above stated structure, and that I have provided DES each such consent.

I HEREBY AUTHORIZE DES, to demolish and dispose of, as the County may see fit, the structure and all other improvements located on the property described above at the expense of the County.

AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability arising out of claims of mortgagees and lien holders with reference to the above mentioned property. FURTHER, AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability, damages, penalties, suits, negligence, costs, claims or judgments arising from the demolishing and disposal of structures and all other improvements located on the property described above.

WHERE THE CONTEXT of this letter requires for clarity, the singular shall include the plural, the plural shall include the singular and the gender shall be interchangeable.

SIGNED, SEALED and DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PROPERTY OWNER(S) OR AGENT\*:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

\* IF BY AGENT, POWER OF ATTORNEY MUST ACCOMPANY THIS CONSENT FORM.

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_  
Notary Public - State of Florida

Notary Seal



Return to:  
Palm Beach County  
Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406  
Prepared by: James Brako  
Assistant County Attorney

EXHIBIT F

DECLARATION OF RESTRICTIONS

The undersigned, \_\_\_\_\_, whose address is \_\_\_\_\_, (hereinafter referred to as "Property Owner", which term shall include the Property Owner's successors and assigns, in consideration of funding in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) expended by the Palm Beach County Board of County Commissioners (the "County") for improvements to the Premises consisting of demolition, does hereby grant to the County the following restrictions against the Premises described herein.

1. The Premises shall mean the real property described as follows:

2. These restrictions against the Premises shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.

3. In consideration of the County's expenditure of funds for the demolition of the Premises, the Property Owner hereby covenants and agrees that for a period of five (5) years commencing on or about \_\_\_\_\_, (the estimated date of completion of demolition) and terminating on \_\_\_\_\_ (the "Term");

- (a) The Premises shall remain vacant; or
- (b) The Premises shall be redeveloped with an Eligible Use that serves a National Objective pursuant to HUD regulations, as confirmed by Palm Beach County, for the duration of the Term. The Property Owner shall obtain such written confirmation from the Director of the Palm Beach County Department of Economic Sustainability, at the address below, prior to commencement of construction. The use of the Premises shall be subject to monitoring by the County for the duration of the Term.

4. Should the Property Owner redevelop the Premises, or change the use or planned use, or discontinue use of the Premises (including the beneficiaries of such use) from that for which the improvements were made and in violation of the restrictions contained herein, then the Property Owner shall pay the County an amount equal to the current market value of the Premises, and the improvements thereon, less any portion thereof attributable to the expenditure of non-CDBG/NSP funds for acquisition of and improvements to the Premises. The final determination of the amount of any such payment to the County under this paragraph shall be made by the County.

5. In addition to any remedy set forth herein the County shall have such other remedies as are available at law or equity. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration of Restrictions shall not bar or breach any of the County's rights or remedies on any subsequent default.

Before the County shall pursue any of its rights or remedies under this Declaration of Restrictions, the County shall first give the Property Owner written notice of the default complained of which such notice shall be given to the Agency at their address shown above. The Property Owner shall then have ten (10) working days from the date such notice is given to satisfactorily cure or correct any default as determined by the County in its sole and absolute discretion.

6. This Declaration of Restrictions shall be recorded in the Public Records of Palm Beach County, Florida, and the original provided to the Director of the Department of Economic Sustainability, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Witness Name: _____ Witness Signature: _____  X _____
Witness Name: _____ Witness Signature: _____  X _____

By: _____ Signature: _____  X _____
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STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_  
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

**RESOLUTION 2016 - 19**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE STAGING OF LAKE OKEECHOBEE RESTORATION AND CONSTRUCTION PROJECTS AT PAHOKEE MARINA.**

**WHEREAS**, the County has secure funding and Environmental Permits from the Florida Department of Environmental Protection and the United States Army Corps of Engineers for the construction of environmental enhancement and restoration projects within Lake Okeechobee (the "Environmental Enhancement Projects"); and

**WHEREAS**, the County has secured funding and Environmental Permits from the Florida Department of Environmental Protection and the United States Army Corps of Engineers for the construction of future modifications to the Pahokee Marina (the "Pahokee Marina Projects"); and

**WHEREAS**, the City and County desires to enter into this Agreement establishing the terms and conditions of the County's use of a portion of Pahokee Marina as the staging area for the Projects.

**THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE THAT:**

- Section 1.** The attached Interlocal Agreement is hereby approved.
- Section 2.** The Mayor is hereby authorized and directed to sign the agreement on behalf of the City of Pahokee.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of June, 2016.

ATTESTED:

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Hill

Commissioner Holmes

Commissioner Murvin

Commissioner Walker

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Matter No.  
Res No.

**INTERLOCAL AGREEMENT FOR STAGING OF LAKE OKEECHOBEE RESTORATION AND CONSTRUCTION PROJECTS AT PAHOKEE MARINA.**

**THIS AGREEMENT** is made by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (“County”), and the City of Pahokee, a Florida municipal corporation of the State of Florida (“City”).

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the County has secured funding and environmental permits from the Florida Department of Environmental Protection and the United States Army Corps of Engineers for the construction of environmental enhancement and restoration projects within Lake Okeechobee (the “Environmental Enhancement Projects”); and

**WHEREAS**, the County has secured funding and Environmental Permits from Florida Department of Environmental Protection and United States Army Corps of Engineers for the construction of future modifications to the Pahokee Marina (the “Pahokee Marina Projects”); and

**WHEREAS**, the County requires a staging area for the equipment and materials required for the Environmental Enhancement Projects and the Pahokee Marina Projects (collectively the “Projects”) to enable the transfer of materials onto barges for delivery to the sites of the Projects within Lake Okeechobee; and

**WHEREAS**, the Pahokee Marina is the closest location that will allow transfer of materials from trucks to barges; and

**WHEREAS**, the City and County desire to enter into this Agreement establishing the terms and conditions of the County’s use of a portion of Pahokee Marina as the staging area for the Projects.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the County and the City agree as follows:

**ARTICLE 1 – STAGING AREA; LICENSE; CONDITIONS**

1.1 Grant of License. The City, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the County, the receipt and sufficiency of

which is hereby acknowledged, does hereby grant to the County, its agents, contractors, successors and assigns, subject to the terms and conditions hereinafter provided, a license to use a portion of Pahokee Marina, as further described in Exhibit A (the "Staging Area"), attached hereto and incorporated herein by reference, along with the right to access the Staging Area by means of the access road identified as "Access Road" on Exhibit A, for the staging and loading of rock, sand, and the equipment required to build the Projects. The County shall be permitted to use the Staging Area, on an as-needed basis, between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and between 8:00 a.m. and 8:00 p.m. on weekends and holidays, for the transport and temporary staging of rock and fill materials to be used for the Projects. The City and County intend that this document shall be a license and a privilege and that no leasehold or other interest in the Staging Area is conferred upon the County under the provisions hereof. The County takes the Staging Area in its "as is" condition. The County understands and acknowledges that Pahokee Marina is open to the public and that the County shall use its best efforts to not interfere with the public's access to or use of the Marina except as expressly provided for in this Agreement.

1.2 Conditions of License. The County shall:

- a. Hold a pre construction meeting with its contractor and the City prior to each mobilization.
- b. Fence off the Staging Area with chain link fence with windscreen for dust control and silt fencing to contain the Staging Area prior to mobilization. County shall water down the Staging Area as necessary to maintain dust control.
- c. County shall install silt fencing and comply with Best Management Practices around areas adjacent to the water prior to mobilization.
- d. Install protection barriers around all structures, trees and light poles within the Staging Area prior to mobilization.
- e. Mark all utilities in the Staging Area prior to mobilization.
- f. County shall provide project management including daily inspections and construction oversight.
- g. Obtain all required permits for the Staging Area and provide copies of the permits to the City.
- h. Remove an area of existing debris approximately 250 feet by 75 feet located within the Staging Area.
- i. Repair any damage caused by the County's licensed use of the Staging Area, including but not limited to, the repair and replacement of irrigation, hardscape

(including seawall, curb cuts, sidewalk replacements, light poles), signage replacements, and replacement of sod, damaged trees, and landscaping materials as required to restore the Staging Area to its original condition, reasonable wear and tear excepted.

- j. No storage of equipment or materials not related to the Projects.

#### **ARTICLE 2 – COMMENCEMENT AND TERM**

This Agreement shall commence on the date last approved by either the City or the County and shall remain in effect until July 31, 2018, unless terminated earlier by either party, or extended by the mutual agreement of County and City.

#### **ARTICLE 3 – REVOCATION; TERMINATION**

The City shall have the right to revoke this Agreement in the event of failure by the County to comply with the terms, including but not limited to failure to comply with the conditions set forth in Section 1.2, provided the County is provided with five (5) days' prior written notice of such failure and has failed to remedy the noncompliance within such time. Either party shall have the right to terminate this Agreement with or without cause and without penalty, damages or recourse upon thirty (30) days' prior written notice to the other party.

#### **ARTICLE 4 – DEMOBILIZATION; RESTORATION OF STAGING AREA.**

At the expiration or earlier termination of this Agreement, the County shall quietly leave, surrender and yield to the City the Staging Area in good order.

#### **ARTICLE 5 - INSURANCE**

Without waiving the right to sovereign immunity as provided by s.768.28 Florida Statutes., the County acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the County maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, the County shall agree to maintain said insurance policies at limits not less than \$1,000,000 combined single limit for bodily injury or property damage. The County agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, the County shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the City agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the County of its liability and obligations under this Agreement.

All contractors and subcontractors of the County shall comply with the City's minimum insurance requirements which are as follows:

(1) General Liability – coverage in the minimum amounts specified below, and with a maximum deductible of \$25,000 per occurrence.

General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate annually
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Property Damage	\$1,000,000 per occurrence \$2,000,000 aggregate annually
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(2) Automobile Liability \$1,000,000 combined single limit per occurrence

(3) Workers' Compensation: Workers' Compensation and Employer's Liability Insurance with limits as required by Chapter 440, Florida Statutes.

In addition to the foregoing, the County shall require each contractor performing work on the Projects or at the Staging Area to name the City as additional insured on the General Liability and Property Damage insurance coverages and upon request of City, County shall deliver to the City a copy of said certificate of insurance.

#### **ARTICLE 6 - INDEMNIFICATION**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of the County's negligence in connection with this Agreement, and the City shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions, nor shall the same be construed as consent to be sued by third parties.

#### **ARTICLE 7 - SUCCESSORS AND ASSIGNS**

Neither party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

#### **ARTICLE 8 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every

such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including any citizen or employees of City and/or County.

#### **ARTICLE 9 – WAIVER OF JURY TRIAL**

To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this agreement.

#### **ARTICLE 10 – ATTORNEY FEES**

It is hereby understood and agreed that in the event any lawsuit is brought to enforce compliance with this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes each party shall be responsible for its own fees and costs, including legal, ex parte and/or appellate fees and costs.

#### **ARTICLE 11 – DISPUTE RESOLUTION**

Disputes under this Agreement may be resolved by the County's Authorized Representative and City's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and either party believes that the issue is of sufficient merit, the parties shall select a mediator mutually acceptable to both parties to conduct a non-binding mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that each party shall pay the mediator's fees and costs in equal amounts.

#### **ARTICLE 12 - EXCUSABLE DELAYS**

Either party hereto shall be excused from performing any of its respective obligations or undertakings provided in this Agreement for so long as the performance of such obligations are prevented or delayed, retarded or hindered (plus such additional time is mutually consented to by the parties) by act of God, weather of unusual severity, fire, earthquake, flood, hurricane, explosion, action of the elements, war (declared or undeclared), invasion, insurrection, riot, mob violence, sabotage, malicious mischief, inability to produce or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, public requisition, laws, order of government or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the respective party if such party hereto gives notice of such delay to the other party within twenty (20) days of the occurrence of such event.

#### **ARTICLE 13 – PUBLIC RECORDS**



The County shall comply with Florida's Public Records Law with regard to any documents or other records relating to this Agreement.

**ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP**

In all respects, the County's relationship to the City shall be that of Independent Contractor and not employees or agents of the City, and nothing herein contained shall be deemed to create an agency relationship between the County and the City. The County does not have the power or authority to bind the City in any promise, agreement or representation.

**ARTICLE 15 - CONTINGENT FEES**

The County warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the County to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the County, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 16 - NONDISCRIMINATION**

The County warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, gender identity and expression, or genetic information.

**ARTICLE 17 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 18- PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the County certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 19 - SURVIVABILITY**

Any covenant, agreement, representation, warranty or other provision of this Agreement that is

of a continuing nature or which by its language or its nature imposes an obligation that extends beyond the term of this Agreement, including but not limited to representations relating to indemnification and the disclosure or ownership of documents, shall survive the expiration or early termination of this Agreement and the consummation of the transactions contemplated hereunder.

**ARTICLE 20 - NOTICE**

All notices required or permitted to be given or delivered by or to any party hereunder, shall be in writing and shall be hand delivered by messenger, courier service or prepaid overnight delivery service, by electronic transmission producing a written record, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the Notice if by personal delivery, courier services or prepaid overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the address to which notices may be delivered, and delivery to such address shall constitute binding notice give to such party:

If sent to the COUNTY, notices shall be addressed to:

Palm Beach County  
301 North Olive Avenue  
West Palm Beach, Florida 33401-4791  
Attn: County Administrator

And

Palm Beach County Attorney's Office  
301 North Olive Avenue, 6<sup>th</sup> Fl  
West Palm Beach, FL 33401

And

Palm Beach County  
Department of Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411

If sent to the City, notices shall be addressed to:

City of Pahokee  
207 Begonia Drive  
Pahokee, FL 33476

Attn: City Administrator

**ARTICLE 21 - FILING**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the City agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered unless agreed to in writing by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

**IN WITNESS WHEREOF**, the City and County have caused this License Agreement to be executed the day and year set forth below.

**ATTEST: SHARON R. BOCK  
CLERK & COMPTROLLER**

By: \_\_\_\_\_

Deputy Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Asst. County Attorney

**PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO TERMS AND CONDITIONS**

By: \_\_\_\_\_  
Robert Robbins, Director, Palm Beach  
County Dept of Environmental Resources  
Mgmt

**OFFICE OF THE CITY ATTORNEY  
APPROVED AS TO FORM AND LEGALITY**

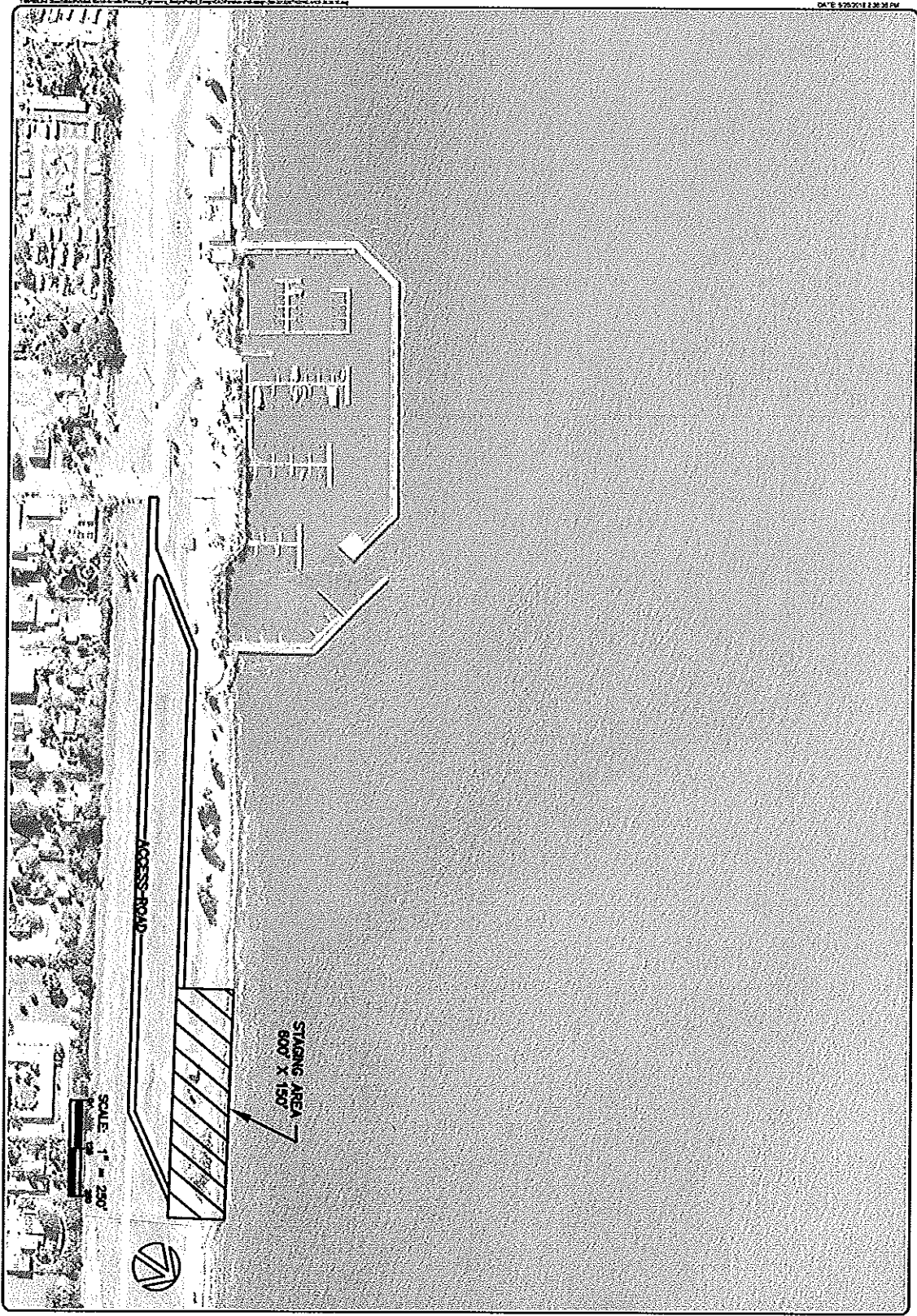
By: \_\_\_\_\_

**CITY OF PAHOKEE, FLORIDA**

By: \_\_\_\_\_  
Keith W. Babb, Mayor

Date: \_\_\_\_\_

**EXHIBIT "A"**



1 of 1

PREP  
**PAHOEE MARINA**  
 STAGING AREA



SCALE AS NOTED  
 APPROVED RRB  
 DRAWN RRB  
 CHECKED CT  
 DATE 5/25/2016

SEA  
 QUANTITY 1-COPY  
 PL. E.M. 5/2/16



**PALM BEACH COUNTY**  
 DEPARTMENT OF  
 ENVIRONMENTAL RESOURCES MANAGEMENT  
 2300 NORTH JOG ROAD, 4th FLOOR  
 WEST PALM BEACH, FLORIDA 33411  
 (561) 833-2400

**RESOLUTION 2016 - 20**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE RELATING TO COORDINATION OF ROAD AND UTILITY CONSTRUCTION.**

**WHEREAS**, from time to time, the City hires contractors to perform improvement projects on roads that the City maintains (hereinafter "Projects"); and

**WHEREAS**, the County owns and operates the public water and wastewater system located within the City, pursuant to the First Amendment to the Interlocal Agreement Establishing the Glades Utility Authority dated 01/15/13 (County Resolution No 2013-0094); and

**WHEREAS**, the County and the City wish to cooperate in the construction, relocation, and/or adjustment of County Facilities in conjunction with future Projects undertaken by the City.

**THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE THAT:**

- Section 1.** The attached Interlocal Agreement is hereby approved.
- Section 2.** The Mayor is hereby authorized and directed to sign the agreement on behalf of the City of Pahokee.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of **June, 2016.**

ATTESTED:

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Hill

Commissioner Holmes

Commissioner Murvin

Commissioner Walker

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY  
OF PAHOKEE RELATING TO COORDINATION OF ROAD AND UTILITY  
CONSTRUCTION**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **CITY OF PAHOKEE, FLORIDA**, a municipality organized under the laws of the State of Florida (hereinafter "City").

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, from time to time, the City hires contractors to perform improvement projects on roads that the City maintains (hereinafter "Projects"); and

**WHEREAS**, County owns and operates the public water and wastewater system located within the City, pursuant to that the First Amendment to the Interlocal Agreement Establishing the Glades Utility Authority dated 01/15/13 (County Resolution No 2013-0094); and

**WHEREAS**, certain Projects may impact existing County water and wastewater pipelines and related appurtenances (hereinafter "County Facilities") or may impact roadways in which the County may intend to relocate and/or install new County Facilities; and

**WHEREAS**, coordination of the City's Projects with the County's construction, relocation and/or adjustment of County Facilities will provide monetary savings, as well as reduce interruption to vehicular and pedestrian traffic, thereby providing benefits to both the City and the County; and

**WHEREAS**, County and City wish to cooperate in the construction, relocation, and/or adjustment of County Facilities in conjunction with future Projects undertaken by the City.

**NOW, THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, County and City hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. Term/Effective Date. This Agreement shall become effective upon approval by both parties and continue for a period of twenty-five (25) years. The Effective Date of this Agreement shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners (the "Effective Date").
3. Procedure. The parties agree to comply with the following procedure related to the coordination of road/utility construction: City shall notify County of any upcoming Projects prior to



bidding said Project. Should County wish to incorporate the construction, relocation, or adjustment of any County Facilities within the Project, County shall provide to City all terms and conditions related to construction, relocation, or adjustment of County Facilities that the County wishes to be included in the Project bidding/contract documents. Following the selection of a contractor and award of the contract by City, City shall notify the County of the total estimated costs related to the construction, relocation, or adjustment of County Facilities. The County Administrator or designee shall then prepare a cost estimate with respect to the County's expected contribution towards the project based upon all available data at the time and the parties shall then execute a memorandum, a copy of which is attached hereto and incorporated herein as Exhibit "A", in order to confirm that the County agrees to provide the funds for the utility work, surveying, geotechnical, inspections, mapping and plan drafting. Should changing conditions increase the estimated costs, City shall provide notice of the increase to the County, and, should the County wish to continue the construction, the County Administrator or designee shall execute a revised memorandum for the new estimated cost total.

4. Payment. During construction of the Project, City shall invoice the County based on approved pay applications submitted to the City for which the County shall not unreasonably refuse to pay. County will, within (7) days after receipt of each invoice, either by non response indicate agreement to pay City or return the invoice to City indicating in writing County's reasons for refusing to make payment due to payment being outside of the terms of the County's projected cost estimate. Where accepted, said payment shall be made by County within (45) days of receipt of invoice from the City. Following completion of the Project, and after "As-built" quantities are established, the City and County shall agree as to the final cost of the construction, relocation, or adjustment of County Facilities. City shall provide County with a final invoice. County will, within (25) days after receipt of final invoice, either indicate in writing agreement to pay City or return the invoice to City indicating in writing County's reasons for refusing to make payment, for which the County shall not unreasonably withhold. Where accepted, said payment shall be made by County within (45) days of receipt of invoice from the City. If it is determined that the County overpaid for the utility portion of the Project, a refund request shall be submitted in writing to City within (25) days of final invoice. Following payment by the County, a bill of sale in an agreed-upon form shall be provided to the County from the City and the City's contractor.

5. Completion of Work by Palm Beach County. Notwithstanding the foregoing, the County shall be permitted to complete any work on County Facilities by using its own personnel or contractors. In any such case, the work must be completed in a timely manner that will not result in any delays to the contractor selected by City to complete the Project.

6. Termination: The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.

7. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute

a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for County and City shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

8. Indemnification County and City acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. County and City agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

9. Force Majeure In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plan failures and water main breaks, neither party shall be liable for such non-performance.

10. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

11. Successors and Assigns County and City each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither County nor City shall assign, sublet, convey or transfer its interest in this Agreement without prior written consent of the other.

12. Waiver. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have to any subsequent breach, default, or non-performance, and

said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

13. Severability If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

14. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to City, shall be mailed or delivered to City at:

Office of the City Clerk  
City of Pahokee  
207 Begonia Drive  
Pahokee, Fl. 33476  
Attn: Tijauna Warner

And if to County, shall be mailed or delivered to:

Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
P.O. Box 16097  
West Palm Beach, FL 33416-6097  
Attn: Department Director

with a copy not to constitute notice to:

County Attorney  
301 North Olive Ave.  
Suite 601  
West Palm Beach, FL 33401

15. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

16. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented, or discharged by an instrument in writing signed by the parties hereto.

17. Entirety of Agreement. County and City agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are not promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

18. Palm Beach County Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

19. No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the City.

20. Non-discrimination. The Property Owner warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, County and City have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**ATTEST:**

**Sharon R. Bock, Clerk and Comptroller**

**PALM BEACH COUNTY, BY ITS  
BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

(SEAL)

**APPROVED AS TO FORM AND TO  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Director of Water Utilities

**ATTEST: CITY OF PAHOKEE, FLORIDA**

By: \_\_\_\_\_  
Tijauna Warner, City Clerk

By: \_\_\_\_\_  
Keith Babb, Jr., Mayor

**APPROVED AS TO FORM AND TO  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Gary Brandenburg, City Attorney

**EXHIBIT A - MEMORANDUM**

In accordance with the Interlocal Agreement between Palm Beach County and the City of Pahokee Relating to Coordination of Road and Utility Construction (County Resolution No. R \_\_\_\_\_) (hereinafter "Interlocal Agreement"), this memorandum shall confirm that Palm Beach County agrees to reimburse the City of Pahokee the amount of \_\_\_\_\_ for utility construction, relocation, and/or adjustment in conjunction with City Project No. \_\_\_\_\_. Attached hereto and incorporated herein as Attachment 1 is a cost estimate detailing the agreed upon reimbursement. Payment terms shall be as set forth in the Interlocal Agreement.

**PALM BEACH COUNTY**

By: \_\_\_\_\_  
County Administrator or Designee

Date: \_\_\_\_\_

**WATER UTILITIES DEPARTMENT APPROVAL**

By: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

***Proclamation***

*Recognition & Honoring  
Samuel Haubert  
On The Occasion of His Retirement*

*Whereas, the residents of Pahokee with heavy hearts, are still very proud to recognize the contributions of Samuel "Sam" Haubert Battalion Chief of Command in the Glades; and*

*Whereas, Samuel Haubert Battalion Chief of Command in the Glades, Palm Beach County, Fl officially retired on May 31, 2016, after thirty-three (33) years of outstanding and meritorious service to the residents of the Glades Community; and*

*Whereas, Battalion Chief Haubert began his career with Palm Beach County Fire Rescue in 1983; and*

*Whereas, Battalion Chief Haubert advanced to Palm Beach County Fire Rescue's "Glades Battalion Chief" in 2015 as a result of diligent work and demonstrating ability; and*

*Whereas, Battalion Chief Haubert fostered community partnerships with the government, school, business and public safety agencies; and*

*NOW, THEREFORE, be it resolved, on behalf of the City Commission and the Citizens of Pahokee, that by the virtue of the authority vested in me as Mayor of Pahokee do hereby take this opportunity to express our sincere and grateful appreciation, and congratulates Samuel "Sam" Haubert retired Battalion Chief of Command in the Glades on his well earned retirement;*

*"Honoring Samuel Haubert"*

***Pass and Adopted this 14th day of June, 2016.***

\_\_\_\_\_  
*Mayor Keith Babb, Jr.*

\_\_\_\_\_  
*Vice Mayor Felicia E. Hill*

\_\_\_\_\_  
*Commissioner Clara Murvin*

\_\_\_\_\_  
*Commissioner Nathaniel Holmes*

\_\_\_\_\_  
*Commissioner Diane L. Walker*

# Business of the Month

PRESENTED TO:

## PAHOKEE FLOWER SHOP

169 EAST MAIN STREET PAHOKEE, FL. 33476

In recognition of Outstanding Service to the Community

On

Presented this 14<sup>th</sup> day of June 2016

*Mayor Keith W. Babb, Jr.*

Mayor Keith W. Babb, Jr.

*Commissioner Clara Murvin*

Commissioner Clara Murvin

*Commissioner Diane L. Walker*

Commissioner Diane L. Walker

*Vice Mayor Felisia C. Hill*

Vice Mayor Felisia C. Hill

*Commissioner Nathaniel Holmes*

Commissioner Nathaniel Holmes

*Chandler F. Williamson, City Manager*

Chandler F. Williamson, City Manager



# Business of the Month

PRESENTED TO:

FLORIDA COMMUNITY HEALTH CENTER

170 S. BARFIELD HIGHWAY #102 PAHOKEE, FL. 33476

In recognition of Outstanding Service to the Community

on

Presented this 14<sup>th</sup> day of June 2016

*Mayor Keith W. Babb, Jr.*

Mayor Keith W. Babb, Jr.

*Commissioner Clara Murvin*

Commissioner Clara Murvin

*Commissioner Diane L. Walker*

Commissioner Diane L. Walker

*Vice Mayor Felicia C. Hill*

Vice Mayor Felicia C. Hill

*Commissioner Nathaniel Holmes*

Commissioner Nathaniel Holmes

*Chandler F. Williamson, City Manager*

Chandler F. Williamson, City Manager