



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, May 9, 2017 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 May 9, 2017 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

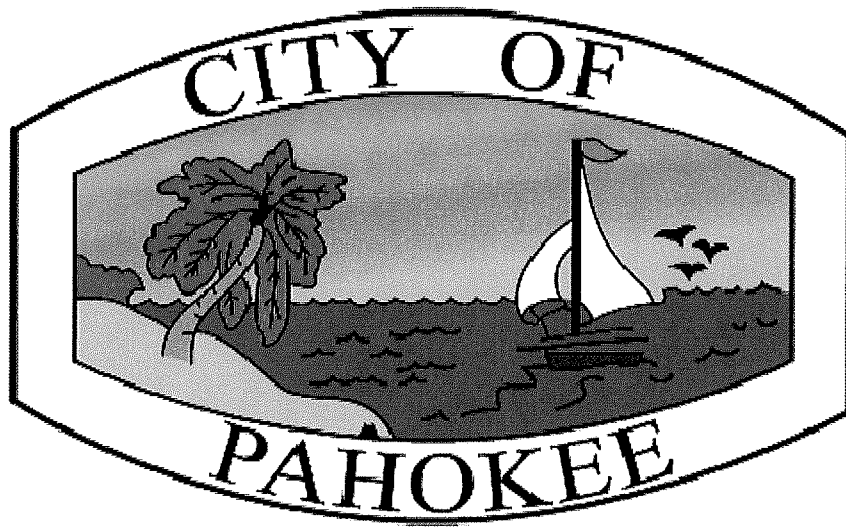
E. ADJOURN



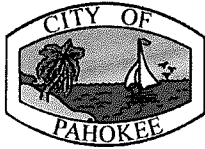
AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
TUESDAY, May 9, 2017 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 25, 2017 Regular Scheduled Commission Meeting**
- G. CONSENT AGENDA:
 - 1. **RESOLUTION 2017 - 12 A RESOLUTION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING THE EMPLOYMENT AGREEMENT FOR THE CITY MANAGER AND THE RETIREMENT PLAN AND TRUST FOR THE CITY MANAGER; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING THE EFFECTIVE DATE.**
- H. ORDINANCES:
- I. RESOLUTIONS:
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
 - 1. **Mental Health Awareness and Trauma Informed Care Month**
- L. PRESENTATIONS:
 - 1. **Gary Brandenburg, Esq.**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
 - 1. **Status Everglades Prep**
 - 2. **Status Gymnasium**
 - 3. **Contract Policy**
 - 4. **Foreclosure Action on Biomass**
- P. OLD BUSINESS:
- Q. NEW BUSINESS:
 - 1. **Lieutenant Picciolo (PBSO Report)**
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:



MINUTES



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING MINUTES
Tuesday, April 25, 2017**

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 25, 2017.

The meeting was called to order by Mayor Babb at 6:36p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Vice Mayor Nathaniel Holmes	Present
	Commissioner Felisia Hill	Present
	Commissioner Clara Murvin	Present
	Commissioner Diane Walker	Present (via phone)
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lt. Picciolo	Present
	City Clerk Tijauna Warner	Present

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added City Managers Evaluation & Contract to Q2. Commissioner Walker added recognition of the City Attorney to Q3. Mayor Babb request moving presentations up.

Approval of the Agenda with additions.

Motion by Commissioner Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

Presentations:

1. Alzheimer's Community Care

Commissioner Holmes presented a certificate to Alzheimer's Community Care for Business of the Month.

2. GM Refrigeration & Hardware, Inc.

Citizen Comments (Agenda Items Only):

Mr. Bobby Colvin inquired about the roll call procedures requested that the Mayor be last as he is the tie breaker.

Rev. Benny L. Everett, III expressed his purpose is in regards to the City Manager's Contract and his vision for the future of our City. After having conversation with the City Manager he's supporting the renewal of the City Manager's Contract because he has moved the City in an upward motion.

Public Service Announcements: *(none)*

Approval of Minutes:

1. March 28, 2017 Regular Scheduled Commission Meeting

Approval of March 28, 2017 Regular Scheduled Commission Meeting Minutes.
Motion by Commissioner Murvin. Seconded by Vice Mayor Holmes.
Motion carried (4) aye; (1) nay. (Commissioner Walker haven't seen the minutes).

2. April 11, 2017 Regular Scheduled Commission Meeting

Approval of April 11, 2017 Regular Scheduled Commission Meeting Minutes.
Motion by Commissioner Murvin. Seconded by Commissioner Hill.
Motion carried (4) aye; (1) nay. (Commissioner Walker hasn't seen the minutes).

Ordinances: (none)

Resolutions: (none)

Public Hearings:

1. ORDINANCE 2017 – 02 (second reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING SEC. 2-149, NOTICES, PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATES; AND FOR OTHER PURPOSES.

Approval of Ordinance 2017 - 02.

Motion by Commissioner Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

2. ORDINANCE 2017 – 03 (second reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING SEC. 4.1 GENERAL DEVELOPMENT STANDARDS FOR COMMERCIAL DISTRICT TO PROHIBIT THE OUTDOOR, STREETSIDE, CURBSIDE DISPLAY OF RETAIL ITEMS FOR SALE AT THRIFT STORES AND SALVAGE SHOPS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mr. Carl Morrison supports the ordinance just thinks it should be amended to allow them to place items out on the weekends.

Ms. Sanquetta Cowan expressed support of the ordinance to improve the City because Pahokee is moving in the right direction.

Commissioner Walker inquired if the business owners are aware of this ordinance.

Mr. Williamson replied yes, these particular owners are renters.

Commissioner Walker advised I personally spoke to the owners about the appearance of these properties.

Commissioner Murvin reported I also went to the owners and the information that went to them was incorrect. Vice Mayor Holmes advised the owner that her business was about to be closed and that was not true. I hope and pray that we as the Commission take the correct information. Also, citizens you can request this information from the City because it's public records. We are trying to pass an ordinance to beautify our City. I totally agree with this ordinance.

Vice Mayor Holmes replied I didn't go to Rhonda with the attitude Commissioner Murvin is talking about. I support her business and wanted her to be aware of it. I think she's really trying to pull it together. We have to step down and talk to our constituents. So, when I do it don't knock me if you don't have the right answer to the questions.

Approval of Ordinance 2017 - 03.
Motion by Commissioner Hill. Seconded by Commissioner Murvin.
Motion carried unanimously.

Proclamations:

1. **Municipal Clerks Week**

Approval of Municipal Clerks Week Proclamation.
Motion by Commissioner Murvin. Seconded by Commissioner Hill.
Motion carried unanimously.

Mayor Babb presented a certificate to GM Refrigeration & Hardware for Business of the Month.

Report of the Mayor:

Mayor Babb thanks the City staff for working very hard on the Re-dedication of the Marina with the Robbin Cutting Ceremony with Former Officials (which are engraved on a plaque on the Marina) on Saturday, April 22nd. In the past, we had several hurricanes that destroyed the Marina and a lot of times that takes years to rebuild. But, the Commission at that time with the assistances of the Marina Operator wrote a lot of grants to rebuild the Marina. In addition to that, City staff built a pavilion for people to sit up there and look out among the lake. We just want to ask our citizens to come out and support all activities in the City of Pahokee. The second event was the Great American Cleanup (thanks to the Chamber and the City) with about sixty (60) volunteers. We just want to ask everyone to come out and help clean up when you can around your own home and property. Also, thank the Palm Beach County Sheriff's Office and Fire Rescue for coming out and showing their support.

Mayor Babb advised we have two (2) follow-up items. Former Commissioner Biggs asked us to look into the permit cost for a shed. I believe that the City Manager has already spoken to her, but there's no ordinance on our books.

Mr. Williamson advised you have to provide a survey of the property in order to place a shed there and sometimes those cost are included in that survey. I think that's where the conversation with Ms. Biggs goes. It's actually a state code, not the City's.

Mayor Babb replied the second concern Ms. Biggs had was in reference to Rev. Jesse Biggs Boulevard. She felt that some of the residents and some of the businesses didn't know that was the official name. On record that is the official name, however the name prior to that can still be used as an alias. We can't force residents to use the name, but the City has changed the name to Rev. Jesse Biggs Boulevard.

Mayor Babb recapped the travel to Tallahassee on March 7-8, 2017 which was a huge success. We went to Tallahassee to advocate for Palm Beach County Days. During that trip we spoke to the Senate President, the Chief Financial Officer (Jeff Atwaters), and the Chair of the Senate Appropriation Committee (someone who controls the money flow). I think those meetings were very important and we went to a lot of workshops. Secondly, the trip to Washington was for the Legislative Conference. At that conference, we got a chance to speak with elected officials on a national level. We met with Senate Bill Nelson, Representative Alcee Hasting, and others. There was a threat by President Trump to eliminate the CBGB Program which supports small rural cities and counties. That's how we received a lot of our infrastructural improvements based on those funds. So, we had to go up there in advocate on behalf of the City of Pahokee and all small cities. I think a lot of individuals know about Pahokee now, thanks to the City Manager.

Mayor Babb inquired about the status on the Deputy City Clerk position. If anything happened to Ms. Warner, we probably wouldn't have a meeting unless the City Manager is going to take minutes.

Mr. Williamson replied we have not identified an individual yet. We going to look through the month of May and we'll have someone in place by June. She has a training coming up and June, so I have to have someone in place by then.

Report of the City Manager:

Mr. Williamson reported the City is spending about 20.5% less than last year, I passed out a financial report to the Commission as an overview. We have \$1.8 million in our account and \$800,000 of that is our special fund for the Cemetery. The rest of that amount is divided up into general operating funds and infrastructure projects funds. We have been successful in spending less in the past twelve (12) months because we have been able to identify resources and product. We have changed the process of what we spend, how we spend, and when we spend. My Finance Director has done a good job in automating the systems that we have for bill paying and tracking our expenditures. We now have an updated financial system in City Hall there's no longer a DOSS System. Actually, directors will have a key into the system and I can respond directly. This is something that we needed here in the City of Pahokee. We still have a secondary accountability process on files. I am very excited about the system we have and we are spending less. During the summer, the spending may spike. Also, we met with the Secretary of Transportation while in Tallahassee. That ten (10) minute meeting with the Secretary of Transportation got us the \$4.6 million for the City of Pahokee (Barfield Highway). There's a lot of conversation that happens in Tallahassee and the water is one. It is an exhausting effort for the citizens here and we are making a difference and that bill has changed. We will continue to advocate and represent our areas. Those trips we are taking are very important for the City of Pahokee. We have about \$4 million in legislative request, we don't know how that's going to turn out. In 2015, most of the municipalities in Palm Beach County got nothing. It's another year for me. In 2015, we got \$1.2 million for the Marina. In 2016, we got close to \$10 million in infrastructure for the City of Pahokee. We have been very blessed with leadership and have changed the brand for the City of Pahokee. We need that affordable housing to come here in the City of Pahokee and I think we are very close.

Report of the City Attorney: (none)

Old Business: (none)

New Business:

1. **Lieutenant Picciolo (PBSO Report)** (none)

2. **City Manager's Evaluation & Contract**

(Brief recess for the City Manager to retrieve his contract)

Mr. Brandenburg announced the changes to the City Manager's contract. Section 2B allows him to give thirty (30) days notice instead of sixty (60) days notice. The second change is on Section 3A which is the termination of the City Manager without cause requested 100% of unused sick and vacation time. The next change is in Section 5 which is the salary, he's requesting the salary increase to \$125,000 per year. Next, 5B is removed. In Section 6B, if the City Manager leaves he gets the full sick and vacation time even if he's work one (1) month in that year. Next, he's requesting increasing vacation to 140 hours per year and sick time to 120 hours per year. Next, he's asking when his automobile reaches 100,000 miles that the City purchase him a new automobile. Last, 9H he's requesting that an additional 3% of his salary goes to the League of Cities Retirement.

Mayor Babb requested having a special meeting next Tuesday to discuss he contract.

Mr. Williamson replied I'm going to be in Tallahassee next Tuesday.

Mayor Babb responded we can meet him halfway on this contract, but it's going to take a little work.

Commissioner Murvin replied we can do this tonight.

Vie Mayor Holmes responded we can't do this tonight, it's too much. We need to take our time and review this contract because this is the first time we've received this. I request when we do complete this contract, the City Manager needs to move to this area within six (6) months.

Commissioner Hill replied I think we can negotiate tonight.

Commissioner Walker responded I haven't even seen the contract and I would like an opportunity to do so.

Mayor Babb announced we are going to try to negotiate tonight. Starting with his salary, he's asking for a \$25,000 increase I would recommend an increase of \$10,000.

Commissioner Murvin replied I looked at Riviera Beach starting their City Manager off with \$130,000, so I can say \$120,000.

Commissioner Hill agreed with the \$120,000.

Vice Mayor Holmes replied we are not Riviera Beach, they revenue is different. We can't do that. I can give him a raise, I think \$110,000 is a good salary.

Commissioner Walker replied I don't agree with \$125,000, but I can support the \$110,000.

Mayor Babb responded \$112,500 is calculating from last year and this year.

Commissioner Hill replied I think he did well on his evaluation.

Commissioner Murvin agreed with Commissioner Hill and advised she's sticking with the \$120,000.

Mayor Babb counter offered \$115,000.

Commissioner Walker replied some of these projects were already in the making. He gets credit for it because he's the City Manager at this time. He didn't initiate it. We are giving him credit for something he didn't do. Mr. Mayor you need to make up your mind.

Mayor Babb replied we are trying to negotiate.

Commissioner Murvin replied you can look at South Bay and their City Manager is at \$125,000.

Vice Mayor Holmes replied I can do the \$125,000, if he agrees to relocate to Pahokee in the next six (6) months.

Mr. Williamson replied you can't make that requirement on the City Manager. I am an ICMA Certified City Manager. So, a City Manager when you do his contract you do it on his performance. I don't know any other City Manager that delivered \$10 million in eight (8) months. You had a wish that you could repair McClure Road, you had a wish that you could repair Barfield Highway, you had a wish that you could demolish the old water plant, you had a wish that you could take on two (2) major projects (didn't have the money to do it), you had a wish that you can figure out how to get Glades Citizens Villa paved. Now, those are projects in the making. I appreciate the negotiations, I appreciate the offer, but judge me on my performance. You might not like it, but you are going to respect it. Don't count my pennies. I'm not going anywhere, I'm committed to this. All I ask is to treat me fairly. I work hard for this City. This administration has laid this foundation. On some weekends, I stay right here in Pahokee. I spend my money in the City, before I leave I buy groceries here. So, let's get back to my performance. Let's do some business tonight for a change for the City Manager.

Commissioner Hill replied I can move down to \$118,000.

Commissioner Murvin responded I can go \$118,000.

Mayor Babb advised I can do \$118,000.

Approval of City Manager's Salary \$118,000.
Motion by Commissioner Hill. Seconded by Commissioner Murvin.
Motion carried (3)aye; (2)nay.

Mayor Babb discussed the next change which is if he's terminated he receive all vacation and sick time, if he resign we'll give him what directed in the policy.

Mayor Babb discussed added 140 hours vacation time and 120 hours sick time. Does anyone have a major problem with that? Hearing no response, let's go to the next section.

Commissioner Walker replied I don't agree with it.

Mr. Brandenburg advised next item is the automobile.

Commissioner Hill replied I don't agree with the automobile.

Mayor Babb agrees with Commissioner Hill.

Mr. Williamson replied you can't remove that.

Mr. Brandenburg advised the next item is an additional 3% towards his retirement which will be 6%.

Mayor Babb recommended 5% towards retirement.

Commissioner Murvin agreed.

Commissioner Hill agreed.

Vice Mayor Holmes has nothing to say.

Commissioner Walker advised exclude her as well.

3. Recognition of the City Attorney

Commissioner Walker wants to recognize the City Attorney for always supporting and sponsoring event in the City of Pahoee.

Mayor Babb replied we may want to consider giving him a raise.

Commissioner Walker replied we need to vote on giving him a plaque.

Approval of Recognition of the City Attorney with consideration of a raise during budgeting.
Motion by Commissioner Walker. Seconded by Commissioner Hill.
Motion carried unanimously.

Citizens Comments:

Mr. Lewis Pope (resident) is asking for letter of opposing the manure recycling plant that's coming on 880. We have a letter from Taco Bell saying that they will not buy any produce from this area, if the manure facility comes into the City. Also, we need an ordinance that will not allow a manure recycling plant within the City.

Commissioner Walker replied I thought the City Attorney was going to attend a meeting and get back with us about it.

Mr. Brandenburg replied I did attend that meeting and think there are very serious concerns revolving around that type of facility. I don't recommend the Commission consider going forward with EcoGreen.

Approval of Letter Opposing Manure Plant.
Motion by Commissioner Walker. Seconded by Commissioner Murvin.
Motion carried unanimously.

Mr. Leonard Rolle (resident) advised I lease a piece of property out on State Market Road. I've did everything he said do.

Mr. Williamson replied I never seen these documents before.

Vice Mayor Holmes responded this young man been going through this for a while. We need to handle this.

Mr. Brandenburg suggested that he come in tomorrow morning to discuss this with the City Manager.

Mr. Williamson advised he can come in at 8:00am.

Ms. Caroline Villanueva (Florida Crystals) requesting the City of Pahokee to oppose the Manure Plant.

Mr. Carl Morrison Sr. (resident) concerned with the policy in reference to recreational department. I see employees get a discount and commissioner get it for free. If a citizen wants to use the facility for a funeral service, can the fee get waived. Why do the commissioners get to use it for free?

Mr. Brandenburg replied they don't get it for free, only for public gathering (such as meetings).

Mr. Morrison requested a status on vegetation which he requested six (6) months ago.

Mr. Williamson replied we've been working with the County and finally got a work order from FDOT. We will follow-up on that.

City Commission Comments:

Commissioner Hill thanks Vice Mayor Holmes for helping to lead the Commission in the right direction when responding to the audience.

Commissioner Murvin announced she's very impressed with the City Manager promoting Pahokee. We are a team and we may not agree all the time, but we all have to be accountable. The City Manager has a vision for the City and we need to work with him.

There being no further business to discuss, Mayor Babb adjourns the meeting at 9:05 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, City Clerk

RESOLUTION 2017 - 12

**A RESOLUTION OF THE CITY OF PAHOKEE, FLORIDA,
AMENDING THE EMPLOYMENT AGREEMENT FOR
THE CITY MANAGER AND THE RETIREMENT PLAN
AND TRUST FOR THE CITY MANAGER; PROVIDING
FOR CONFLICTING RESOLUTIONS; PROVIDING
EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Pahokee, Florida, has determined that in the interest of attracting and retaining a qualified City Manager, it wishes to make certain changes to the City Manager's contract, including increasing the contribution to the retirement plan; and

WHEREAS, the City Manager will receive an 5% City contribution to the Florida League of Cities Retirement Plan; and

WHEREAS, the Plan and Trust authorizes the City Commission to amend the Plan and Trust, in whole or in part by delivering to the Trustee a written amendment.

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

Section 1. The City Commission of the City of Pahokee, in its capacity as the Trustee of the Retirement Plan and Trust for the employees of Pahokee hereby approves the changes set out below:

The City of Pahokee hereby elects to make contributions as follows:

Non-elective Contributions – Participating Employer Non-elective Contributions will be made on the following basis for the City Manager:
5% City contribution for City Manager

Section 2. The attached 3rd Amendment to the Employment Agreement between the City of Pahokee and Chandler Williamson, dated April 6, 2015, is authorized and approved.

Section 3. The Mayor and the City Clerk are directed to execute the 3rd Amendment to the Employment Agreement between the City of Pahokee and the City Manager, attached hereto.

PASSED AND ADOPTED this 9th day of May, 2017.

ATTESTED:

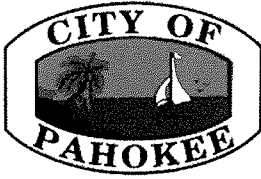
Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Babb _____
Vice Mayor Holmes _____
Commissioner Hill _____
Commissioner Murvin _____
Commissioner Walker _____



**City of Pahokee
And
City Manager**

**Amendment No. 3 to
Employment Agreement**

THIS EMPLOYMENT AGREEMENT AMENDMENT, made and entered into this ___ day of _____, 2017, by and between the CITY OF PAHOKEE (hereinafter referred to as “CITY”), and Chandler Williamson (hereinafter referred to as “CITY MANAGER”).

WITNESSETH:

WHEREAS, the CITY desires to employ Chandler Williamson as City Manager of the CITY OF PAHOKEE; and

WHEREAS, it is the desire of the CITY OF PAHOKEE to provide certain benefits, establish certain conditions of employment, and to set the working conditions of said MANAGER, and

WHEREAS, it is the desire of the CITY OF PAHOKEE to (1) secure and retain the service of Chandler Williamson, and provide inducement to him to remain in such employment, (2) to make possible full work productivity by assuring the Manager’s morale and peace of mind with respect to the future security, (3) promote and foster trust between the CITY COMMISSION and the Manager, and (4) to provide a just means for terminating the Manager’s services; and

NOW, THEREFORE, the parties, intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, agree to amend the Employment Agreement, dated April 6, 2015, as follows:

SECTION 1. EMPLOYMENT AS CITY MANAGER

The CITY agrees to employ Chandler Williamson as City Manager of the CITY commencing April 6, 2015. The CITY MANAGER shall be responsible only to the City Commission and shall satisfactorily perform the duties of City Manager as determined by the City Commission and as set forth in the City Charter, Florida Statutes, City Ordinances, and other applicable law. CITY MANAGER shall have the authority and responsibility to direct and supervise the operation of the CITY and to appoint, employ, and terminate employment or services of such individuals as may be necessary for the proper and efficient operation of the CITY, in accordance with the CITY'S Personnel Policies and other CITY policies, as amended from time to time.

SECTION 2. TERM

- A. This contract shall commence on April 6, 2015, subject to the provisions of this Agreement.
- B. This Agreement shall not prevent, limit or otherwise interfere with the right of CITY MANAGER to resign at any time from his position with the CITY, provided he provides the CITY thirty (30) days' notice in advance. If CITY MANAGER resigns, the lump sum for sick and vacation time for the year of his resignation will be allocated in accordance with the percentage of the year worked. CITY may set an earlier departure date at CITY'S option upon receipt of a resignation letter. In the event, CITY MANAGER resigns, the CITY shall pay CITY MANAGER for all of the time through the thirty days' notice date, regardless of whether the CITY exercises its option to set an earlier departure date, including all regular compensation due him as of the last day of his employment.

SECTION 3. TERMINATION OF THIS CONTRACT

The CITY may terminate this contract as set forth below:

A. WITHOUT CAUSE

The CITY, upon a majority vote of its commission members, may terminate this contract without cause at any time for any or no reason by paying CITY MANAGER three months' severance and 100% of unused sick and vacation time. Severance shall be paid based upon CITY MANAGER'S base annual salary at the time of termination. If the Commission exercises its right to terminate without cause, it shall provide written notice of such termination to the CITY MANAGER.

B. WITH CAUSE

In the event the CITY decides to terminate this contract for cause, the CITY shall not owe CITY MANAGER any compensation other than the Regular Compensation due him for all time worked through and including the date of termination and 100% of unused sick and vacation time. The CITY Commission's determination of causes shall be final and conclusive. "Causes" is defined as:

- (1) Misfeasance, malfeasance and/or nonfeasance in the performance of his CITY MANAGER duties and responsibilities.
- (2) A plea agreement, a plea or *nolo contendere*, or a conviction of a felony or misdemeanor, whether or not adjudication is withheld, involving conduct contrary to the community's standards of justice.
- (3) Unsatisfactory performance based on Annual Evaluation criteria where CITY MANAGER failed to meet reasonable written performance goals and objectives agreed to by the Commission as a body in a duly-called meeting. CITY MANAGER shall be reviewed and evaluated only on these criteria.

SECTION 4. EVALUATION OF PERFORMANCE

- A. Annually, the CITY shall define such goals and performance objectives which it determines are necessary for the proper operation of the CITY and the attainment of the CITY'S policy objectives. The initial goals and objectives shall be established within sixty (60) days of employment. The CITY shall further establish a relative priority among those various goals and objectives which shall be reduced to writing.
- B. The CITY shall review and evaluate the performance of CITY MANAGER annually and shall provide the evaluation to CITY MANAGER in writing.
- C. Upon the completion of the annual performance review, CITY MANAGER shall be entitled to any standard increases in pay or bonus generally given to all senior management employees and any other increase given, at the sole discretion of the Commission.

SECTION 5. REGULAR COMPENSATION

- A. **Salary.** CITY MANAGER shall be paid an annual base salary of \$118,000, commencing on April 6, 2017, payable in bi-weekly installments. CITY MANAGER'S annual salary shall be reviewed for

possible increase upon CITY MANAGER'S yearly anniversary thereafter. Further, CITY MANAGER'S salary and benefits can only be reduced if all employee's salaries and benefits are reduced and only by the same percentage reduction of all employee's salaries and benefits. CITY MANAGER'S salary and benefits may be reduced if a new contract is negotiated and agreed upon by CITY MANAGER.

SECTION 6. PAYMENTS UPON SEPARATION FROM EMPLOYMENT

- A. Termination payments shall be made, less applicable taxes and withholding, within thirty (30) days of termination.

SECTION 7. DISABILITY

- A. If CITY MANAGER is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of twelve successive weeks, the CITY shall have the option to terminate this Agreement, in accordance with the provisions and requirements of Section 3A (without cause) of the contract. Any payments due to CITY MANAGER will be offset by any disability benefits CITY MANAGER receives from or through the CITY for the twelve (12) week period.
- B. Where necessary, to determine whether to continue the services of CITY MANAGER due to his disability, the CITY reserves the right to require a physical or psychiatric examination by a qualified physician or psychiatrist to be chosen by CITY MANAGER from a list of at least three doctors approved by the CITY. In the event such an examination is required, the CITY will pay all costs of said examination.

SECTION 8. OUTSIDE EMPLOYMENT

CITY MANAGER shall be a full time employee of the CITY. CITY MANAGER shall not be employed by any other employer.

SECTION 9. BENEFITS

- A.** Vacation Leave – CITY MANAGER shall receive a lump-sum allocation of 140 hours per year of vacation leave, commencing April 6, 2017, and each anniversary date thereafter.
- B.** Sick Leave – CITY MANAGER shall receive a lump-sum allocation of 120 hours of sick leave, commencing April 6, 2017, and each anniversary date thereafter.
- C.** Holidays – CITY MANAGER shall be entitled to paid holidays in accordance with City policy.
- D.** Dues, Subscriptions and Education – CITY agrees to budget and pay for reasonable participation in such conference or seminars as approved by the CITY, and to pay such reasonable professional dues and subscriptions CITY MANAGER requires for full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, as approved by the CITY in advance.
- E.** Insurance – CITY agrees to provide CITY MANAGER and his dependants with health insurance coverage, equivalent to that provided for other CITY employees in accordance with CITY policy. The CITY shall also purchase term life insurance with an equivalent value of one (1) year's salary for CITY MANAGER, payable to the beneficiary of his choice.
- F.** In addition to the benefits referenced herein, CITY shall provide to CITY MANAGER all of the standard benefits that apply generally to other CITY employees at the Senior Management level.
- G.** Automobile Allowance. CITY will supply CITY MANAGER with a suitable automobile.
- H.** CITY shall pay an additional 2% of salary on behalf of the CITY MANAGER to the Florida League of Cities Retirement Plan.

SECTION 10. HOURS OF WORK

It is recognized that the CITY MANAGER must devote a great deal of time outside the normal office hours of the CITY, and that the CITY MANAGER will be allowed to take compensatory time upon prior approval of the City Commission.

SECTION 11. ENTIRE AGREEMENT

The text herein continued shall constitute the entire agreement between the parties.

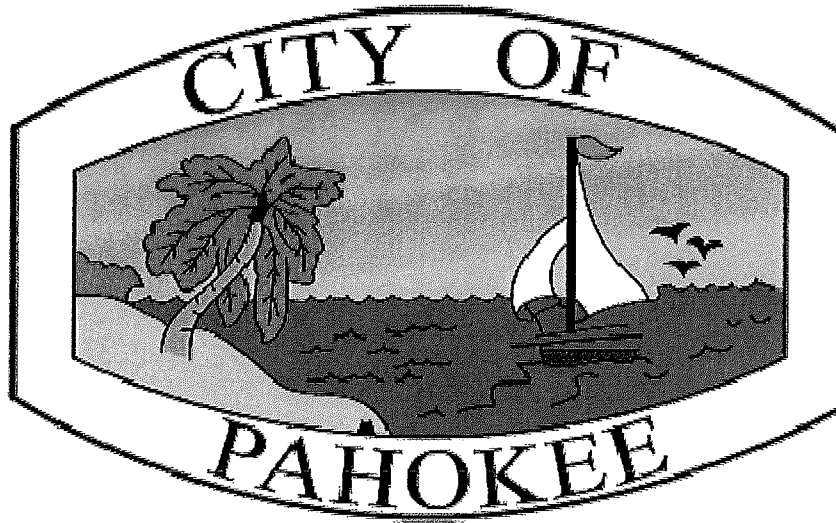
By: _____
Print Name: _____
Date: _____

ATTEST:

CITY OF PAHOKEE

By: _____
Tijauna Warner, City Clerk

By: _____
Keith W. Babb, Mayor



PROCLAMATIONS

Proclamation

MENTAL HEALTH AWARENESS & TRAUMA INFORMED CARE MONTH.

WHEREAS, mental health is essential to everyone's overall health and well-being, and;

WHEREAS, everyone experiences times of stress and struggles in their lives, and;

WHEREAS, one in four adults and one in five youth ages 13-18 experience serious mental illness and;

WHEREAS, 60 percent of adults and 50 percent of youth do not receive the treatment necessary for their mental health needs due to limited or no knowledge of the need, barriers to care, or fear and shame, and;

WHEREAS, research recognizes that adverse childhood experiences (ACEs), which include, but are not limited to physical, emotional and sexual abuse, physical and emotional neglect, household dysfunction, untreated mental illness, or incarceration of a household member, domestic violence, and separation or divorce involving household members, are traumatic experiences that can have a profound effect on a child's developing brain and body and can result in poor physical and mental health during childhood and adulthood, and;

WHEREAS, community understanding and available supports and services can greatly impact a person's ability to handle their stress and struggle and move forward, and;

WHEREAS, promoting mental health and wellness leads to higher overall productivity, better educational outcomes, lower crime rates, stronger economies, lower health care costs, improved family life, improved quality of life and increased lifespan, and;

WHEREAS, studies show that the effects of ACEs are felt by people regardless of race, ethnicity, religion, gender, sexual orientation, or socio-economic status, and;

WHEREAS, each business, school, government agency, healthcare provider, faith-based organization, non-profit agency and citizen shares accountability for the community's mental health needs and has a responsibility to promote mental wellness and support prevention efforts, and;

WHEREAS, the City of Pahokee, recognizes the impact of awareness and education, access to services and acceptance of the importance of mental health and well-being to a person's overall success and supports the implementation of trauma informed approaches throughout the systems of care.

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 proclaim May, 2017 as;

"MENTAL HEALTH AWARENESS & TRAUMA INFORMED CARE MONTH"

Pass and Adopted this 9th day of May, 2017.

Mayor Keith W. Babb, Jr.

Vice Mayor Nathaniel Holmes

Commissioner Felita C. Hill

Commissioner Clara Murvin

Commissioner Diane L. Walker