



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, January 8, 2019 5:00 p.m.

360 East Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to address Commission concerns.

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, JANUARY 8, 2019 6:30 P.M.

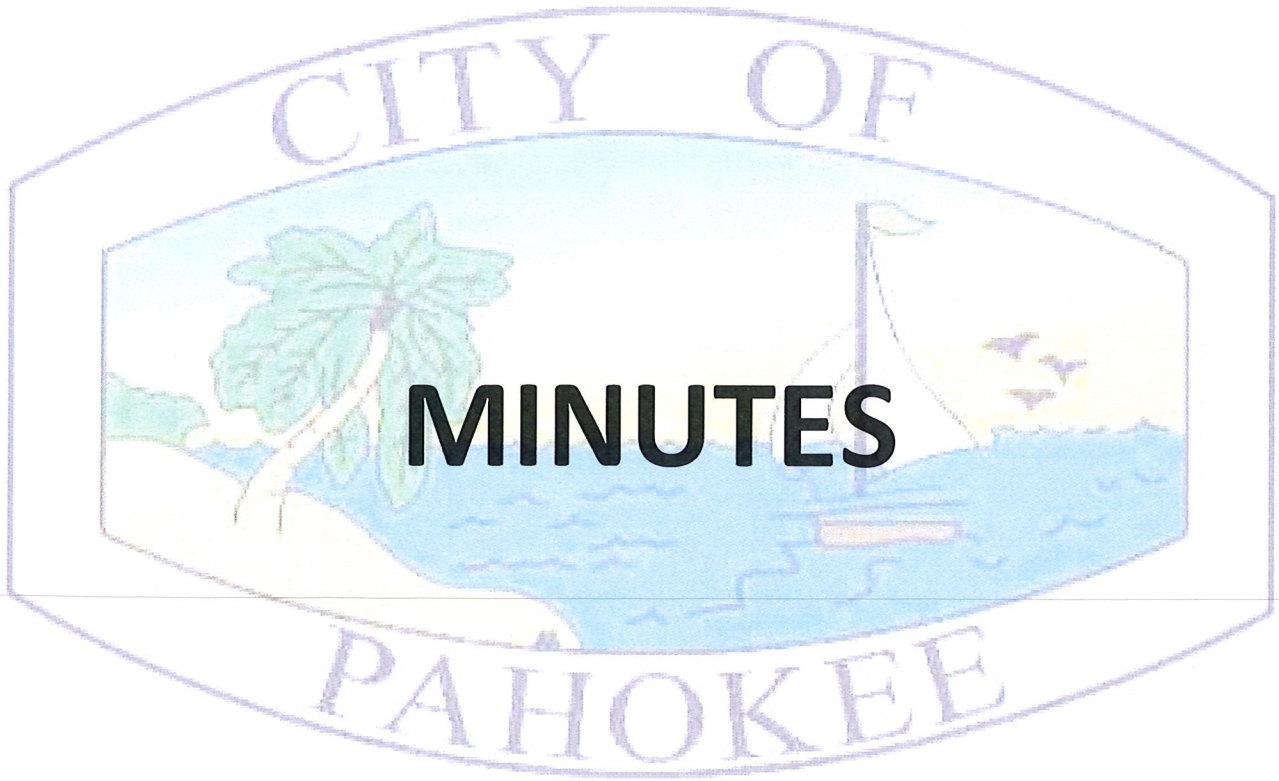
- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
 - 1. **October 23, 2018 – Regularly Scheduled Commission Meeting Minutes**
 - 2. **October 26, 2018 – Commission Retreat Minutes**
 - 3. **October 29, 2018 – Workshop/Town Hall Minutes**
 - 4. **November 13, 2018 – Workshop Minutes**
 - 5. **November 13, 2018 – Regularly Scheduled Commission Meeting Minutes**
 - 6. **November 27, 2018 – Workshop Minutes**
 - 7. **November 27, 2018 – Regularly Scheduled Commission Meeting Minutes**
 - 8. **December 11, 2018 – Workshop Minutes**
 - 9. **December 11, 2018 – Regularly Scheduled Commission Meeting Minutes**
- G. CONSENT AGENDA:
- H. ORDINANCE:
 - 1. **ORDINANCE 2019 – 01 (First Reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, MODIFYING SECTION 2-1, LEGAL HOLIDAYS; CLOSING OF CITY HALL, OF THE CODE OF LAW AND ORDINANCES OF THE CITY OF PAHOKEE; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, INCLUSION IN THE CODE, AND EFFECTIVE DATE.**
- I. RESOLUTIONS:
 - 1. **RESOLUTION 2019 – 01 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE INTERLOCAL GRANT AGREEMENT BY AND BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND THE CITY OF PAHOKEE.**
 - 2. **RESOLUTION 2019 – 02 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR'S EXECUTION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR A PERMIT FOR THE ANNUAL MARTIN LUTHER KING, JR. PARADE.**
 - 3. **RESOLUTION 2019 – 03 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, DIRECTING THE MAYOR TO SIGN THE ATTACHED AS-IS CONTRACT FOR SALE AND PURCHASE WITH SANTA ROSA ALF, LLC FOR PROPERTY LOCATED AT 200 S. BARFIELD HIGHWAY.**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
 - 1. **Ratification of Proclamation – In Honor of Tyler Williams**
 - 2. **Ratification of Proclamation – Welcoming Evangelist Dorothy Norwood to the City of Pahokee**
 - 3. **Ratification of Proclamation – Reverend Clarence Emmanuel Bess**
 - 4. **Proclaiming January 2019 Mentoring Awareness Month in City of Pahokee Florida**
- L. PRESENTATIONS:

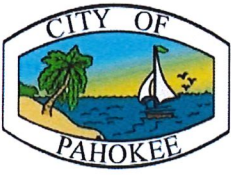


AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
TUESDAY, JANUARY 8, 2019 6:30 P.M.

1. **Lawn of the Month (December 2018) – Valentin Flores**
- M. REPORT OF THE MAYOR:
 - N. REPORT OF THE CITY MANAGER:
 - O. REPORT OF THE CITY ATTORNEY:
 - P. OLD BUSINESS:
 1. **Marina Renovation Project**
 - Q. NEW BUSINESS:
 - R. CITIZEN COMMENTS/GENERAL CONCERNS:
 - S. CORRESPONDENCE/COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
 - T. ADJOURN:





**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULARLY SCHEDULED COMMISSION MEETING MINUTES
Tuesday, October 23, 2018**

Pursuant to due notice, the Regularly Scheduled Commission Meeting was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on October 23, 2018.

The meeting was called to order by Mayor Babb at 6:35 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Absent
	Commissioner Felisia C. Hill	Present via telephone
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Deputy Taylor Denman	Present
	Interim City Clerk Nylene Clarke	Present

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added the following items to the agenda: Resolution 2018 – 65, Resolution 2018 – 63, Resolution 2018 – 64, and the Proclamation for Entryway Sign Honoring Rickey Jackson’s Accomplishments.

Vice Mayor Murvin added Robert Boudreau and Angela Moore to the agenda, under Presentations.

(Commissioner Hill’s phone call disconnected at 6:40 p.m.)

Approval of Agenda with additions.

Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.

Motion carried three (3) ayes and two (2) absent.

Citizen Comments (Agenda Items Only): *(none)*

Public Service Announcements:

1. Sanquetta Cowan, representative of Delta Sigma Theta, announced that there will be a Diabetes Health Fair on November 3, 2018 from 10:00 a.m. to 2:00 p.m. She requested for the Commission to provide a donation.

Approval for the Commission to donate \$100 to the Diabetes Health Fair on November 3, 2018.

Motion by Commissioner Walker. Seconded by Vice Mayor Murvin.

Motion carried three (3) ayes and two (2) absent.

2. Angela Moore, representative of Palm Beach County School District, Glades Region, provided information on the County Referendum. She allowed Dr. Abrams to introduced Mrs. Mooreland, who provided information regarding the International Baccalaureate Program at Pahokee Elementary.

3. Regina Bohlen announced that Lake Okeechobee Regional Economic Alliance of Palm Beach County (LORE) will have an Entrepreneurship Small Business Workshop on October 25, 2018 from 5:30 p.m. to 8:00 p.m., in South Bay, Florida.
4. Anthony Jackson, representative of the Musical Arts Consortium of the Glades, announced that there will be a Glades Community Band Practice on every Wednesday, from 6:30 p.m. to 8:00 p.m., at Pahokee High School's Band Room.
5. Maestro Robert Austin Boudreau, owner of the Point Counterpoint II, provided information on Point Counterpoint II and a presentation on the American Wind Symphony Orchestra.

Approval to Prepare Resolution to Support American Wind Symphony Orchestra.

Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.

Motion carried three (3) ayes and two (2) absent.

6. Barbara Spence, Representative of American Cancer Society, requested approval for the City of Pahokee to host the 2019 Relay for Life, requested a facility for the relay, and requested for a liaison to be appointed as the Chairperson for the upcoming year.

Approval for City of Pahokee to agree to host Glades Relay for Life on May 10th -11th, 2019 and approval to provide liaison and facility to conduct the relay.

Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.

Motion carried three (3) ayes and two (2) absent.

Approval of Minutes:

1. September 11, 2018 – Regularly Scheduled Commission Meeting Minutes

Approval of September 11, 2018 Regularly Scheduled Commission Meeting Minutes.

Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.

Motion carried three (3) ayes and two (2) absent.

Consent Agenda:

1. **RESOLUTION 2018 – 65 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE CHANGE ORDER ON THE ATTACHED EXHIBIT "A".**

Mr. Brandenburg read Resolution 2018 - 65 into the record and explained the purpose of the resolution.

Commissioner Walker requested an explanation for Resolution 2018 - 65.

Mr. Williamson explained the purpose of Resolution 2018 - 65 and the change orders.

Approval of the Consent Agenda Item.

Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.

Motion carried three (3) ayes and two (2) absent.

Ordinance: (none)

Resolutions:

1. **RESOLUTION 2018 – 63 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT'S SELECTION OF A CONSULTANT FOR THE ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELD ASSESMENT GRANT PROJECT.**

Mr. Brandenburg read Resolution 2018 - 63 into the record and explained the purpose of the resolution.

Approval of Resolution 2018 - 63.

Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.

Motion carried three (3) ayes and two (2) absent.

2. RESOLUTION 2018 – 66 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CAMPGROUND AND MARINA RESTAURANT TIKI BAR RENOVATION AND REPAIR CONTRACT AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PRIDE & QUALITY CONSTRUCTION, INC.

Mr. Brandenburg read Resolution 2018 - 66 into the record.

Approval of Resolution 2018 - 66.

Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.

Motion carried three (3) ayes and two (2) absent.

3. RESOLUTION 2018 – 64 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CAMPGROUND AND MARINA PUMP-OUT REPAIRS CONTRACT AGREEMENT BETWEEN THE CITY OF PAHOKEE AND LINCOLN MARINE, INC.

Mr. Brandenburg read Resolution 2018 - 64 into the record.

Approval of Resolution 2018 - 64.

Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.

Motion carried three (3) ayes and two (2) absent.

Public Hearing: *(none)*

Proclamations (approval):

1. Entryway Sign Honoring Rickey Jackson's Accomplishments

Mr. Brandenburg read the proclamation into the record.

Approval of Proclamation for Entryway Sign Honoring Rickey Jackson's Accomplishments.

Motion by Commissioner Walker. Seconded by Vice Mayor Murvin.

Motion carried three (3) ayes and two (2) absent.

Mayor Babb advised there will be a ceremony on December 14, 2018 and Rickey Jackson will be in attendance.

Presentations: *(none)*

Report of the Mayor:

Mayor Babb mentioned an incident that occurred on October 13, 2018 and advised certificates will be presented to two (2) local boys and Palm Beach County Fire Rescue at the next Commission Meeting, for their heroic acts. He announced that the Veterans Day program will be on November 12, 2018 and stated that he would like to present certificates to the Purple Heart recipients.

Report of the City Manager: *(none)*

Report of the City Attorney: *(none)*

Old Business: *(none)*

New Business: *(none)*

Public Service Announcement:

Mayor Babb approved an additional Public Service Announcement.

1. Henrietta Johnson provided information regarding “Let My People Vote” and advised there will be a party to the poll in the vacant lot between Irvin’s Tire Shop and Coco’s.

Citizens Comments:

1. Joann Culberson inquired about the Mel Tillis sign, and expressed her concern regarding the Marina and the cemetery on Bacom Point Road.

Mr. Williamson advised there is no update regarding the Mel Tillis sign.

2. Pearl Freeman inquired about the pier at the Marina.

Mr. Williamson advised he hopes to get the pier back open for fishing in late November 2018.

Correspondence/Comments and Concerns of the City Commissioners

Vice Mayor Murvin requested that there be a workshop to provide information to the residents regarding the Marina.

Mayor Babb directed the City Manager to set a date for the workshop.

Approval to schedule a workshop on Marina Project, to provide information to residents.

Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.

Motion carried three (3) ayes and two (2) absent.

Commissioner Walker requested that the Commission set the date of the workshop.

- Discussion ensued. Mayor Babb advised the workshop will be on Monday, October 29, 2018 at 6:00 p.m.

Approval of date for workshop: Monday, October 29, 2018 at 6:00 p.m.

Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.

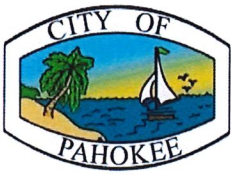
Motion carried three (3) ayes and two (2) absent.

Commissioner Walker advised she will address her concerns during the Commission Retreat. She announced that she will not be seeking to be reelected as a Commissioner next year.

There being no further business to discuss, Mayor Babb adjourned the meeting at 8:01 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE
COMMISSION RETREAT MINUTES
Friday, October 26, 2018**

Pursuant to due notice the Commission Retreat was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on October 26, 2018.

The Commission Retreat began at 1:30 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present at 2:30 p.m.
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia C. Hill	Absent
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Absent
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lieutenant Picciolo	Absent
	Interim City Clerk Nylene Clarke	Present

Mr. Williamson shared the purpose of the Commission Retreat and introduced the facilitator, Mr. Leondrae Camel.

The Commissioners had a general discussion with the facilitator, about their highest priorities.

(Mayor Babb was present at 2:30 p.m.)

The facilitator requested for the Commission to share their highest priorities for discussion.

Vice Mayor Murvin stated her highest priority is Commission priority.

Commissioner Everett stated respect.

Mayor Babb stated policy development, goal setting, and vision (shared).

Mr. Williamson advised that the comprehensive plan was last updated in 2009. He advised that the priorities mentioned by the Mayor, are in the Comprehensive Plan.

Commissioner Everett stated the discussion of mission, vision, and goals is great, but the issue of respect and communication has to be addressed.

The facilitator asked the Commission if they consider themselves to be a team and if not, what is lacking.

Commissioner Everett replied no.

Vice Mayor Murvin stated respect is lacking.

The facilitator inquired if there is a lack of trust. He inquired as to how there can be effective communication among the Commission, in order to effectively communicate with the City Manager.

Vice Mayor Murvin advised everyone has to be honest with each other.

Mayor Babb requested for Vice Mayor Murvin to provide an example.

Vice Mayor Murvin provided an example regarding community talk.

The facilitator inquired as to how they can develop cohesiveness, in order to become a team.

Mr. Williamson suggested that the Commission fact-check, if they do not have an answer.

The facilitator inquired as to how the Commission can improve communication with the City Manager.

Mr. Williamson mentioned the one-on-one meetings and calls.

Mayor Babb advised there has to be reporting ahead of the one-on-one meetings. He stated sometimes a person has to be called out.

Commissioner Everett stated mistrust is engendered when one feels as if they are left out. He gave an example regarding the financial reports.

Mr. Brandenburg suggested that the next agenda include an item that states financial reports are to be given on a quarterly basis.

Mayor Babb suggested that there be regular Town Hall Meetings to provide factual information to the community. He suggested for the City's website to be used in that manner as well.

Commissioner Everett advised he would like for the Commission Meetings to have more substance.

The facilitator stated the workshop settings can be utilized for policy setting. He inquired if the community has been polled, in order to find out how they would like to receive information from City Hall.

Mayor Babb provided an example of how information can be distributed.

Mr. Williamson mentioned the public records request process.

The facilitator advised feelings have to be set aside and professional decisions have to be made, for the best interest of the community.

Commissioner Everett stated he is open to critique. He advised that his concern is not about financial reports, but how they are regarded as Commissioners. He stated there has to be regard and respect for the Commission.

The facilitator inquired if leadership conversations are being had or if there is ambiguity in the conversation.

Mayor Babb stated that is a good point and suggested that there be a policy meeting.

The facilitator expounded on what a Commissioner-Manager relationship is.

Commissioner Everett stated he feels as if they are alienated from certain matters.

Mayor Babb provided an example and stated the Commission needs to receive background information prior to recommendations at the Commission Meetings.

Vice Mayor Murvin stated the Commission should have the facts, as opposed to hearing it from third parties.

Commissioner Everett stated he does not have an issue with the one-on-one meetings, but the community needs to see the Commission in action and engaged in policymaking. He advised information has to be transparent.

Mr. Brandenburg stated the one-on-one meetings have positive and negative aspects. He advised the Commission need time to read the agenda items.

Mr. Williamson mentioned the time sensitivity of certain items and the time frame they are received.

The facilitator inquired if there is a lack of trust in the Commission.

Mr. Williamson replied he does not think there is a lack of trust in the Commission.

Mr. Brandenburg stated the issue is that Commissioner Everett would like to be able to do his job.

The facilitator thanked all for a chance to have an honest conversation. He provided a brief summation of the items discussed and provided words of encouragement.

Mayor Babb advised there will be roadblocks, but they have to continue to build on the relationship.

Mr. Williamson advised he is okay with constructive criticism.

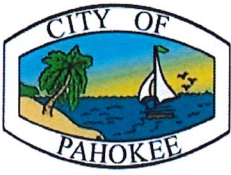
The Commission decided to cancel the Commission Retreat scheduled for Saturday, October 27, 2018 and that a public notice will be issued accordingly.

Mr. Brandenburg advised the discussion of Commission Retreat can be discussed at the next Commission Meeting, and that they can put into action, the things that can be put into action.

There being no further business to discuss, Mayor Babb adjourned the meeting at 3:58 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE
COMMISSION WORKSHOP/TOWN HALL MINUTES
Monday, October 29, 2018**

Pursuant to due notice the Commission Workshop/Town Hall was held in the Parks and Recreation Cafeteria at 360 East Main Street, Pahokee, Palm Beach County, Florida on October 29, 2018.

The meeting was called to order by Mayor Babb at 6:30 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lieutenant Picciolo	Absent
	Interim City Clerk Nylene Clarke	Present

Topic

1. Marina Project

Mayor Babb advised the Workshop setting will convert to a Town Hall forum.

Commissioner Everett requested that Mr. Robert Lambert be given an opportunity to speak.

Mr. Williamson provided an overview of the purpose of the Town Hall. He listed of all of the projects under the \$1.2 Million grant, identified the additional projects that were not solicited in the grant, and provided the status of each project. He brought clarity to concerns regarding invoices, monies spent, and the sewer pumps. Mr. Williamson advised his goal is to have the Marina ready for the Tri-Cities Barbecue, although there will be pending projects.

Mr. Lambert commended the City Manager on getting the \$1.2 Million, commented in regards to the pump out station, and discussed a letter from the Cabinet Affairs. He discussed the events that occurred 20 months ago, and provided an overview of his concerns regarding the marina.

Mayor Babb introduced the moderator, Ms. Sanquetta Cowan.

The moderator asked a series of questions and Mr. Williamson replied.

Correspondence/Comments and Concerns of the City Commissioners

Commissioner Hill advised she would like for the City Manager and Mr. Lambert to work together. She stressed the importance of business relationships and requested for the contract to be continued.

Vice Mayor Murvin reiterated the reason for the workshop and encourage the City Manager and Mr. Lambert to work together. She requested for the lease to be placed back on the agenda.

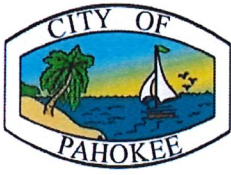
Mr. Brandenburg advised the issue with the sewage has to be corrected, before a recommendation can be made to the Cabinet.

Commissioner Everett advised there is a general consensus to have Mr. Lambert do business. He advised the issues occurred prior to the City Manager and Commission, but they will take care of it.

There being no further business to discuss, Mayor Babb adjourned the meeting at 8:30 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



CITY COMMISSION OF THE CITY OF PAHOKEE
COMMISSION WORKSHOP MINUTES
Tuesday, November 13, 2018

Pursuant to due notice the Commission Workshop was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on November 13, 2018.

The meeting was called to order by Mayor Babb at 6:05 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present at 6:08 p.m.
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present at 6:17 p.m.
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Sergeant Davis-Partridge	Present
	Interim City Clerk Nylene Clarke	Present

Topic

1. November 13, 2018 Agenda

Mr. Williamson provided an overview of the agenda and the additions.

Commissioner Everett expressed concern regarding the field turf project.

Mr. Williamson explained that the field turf project is one of the items on the list of projects submitted to Palm Beach County, for the surtax funds. He elaborated on what the project will consist of, and what the end result will be. Mr. Williamson advised warranty comes with the installation.

➤ Discussion ensued.

Mr. Williamson provided an updated on the Marina Renovation Project.

Commissioner Everett inquired as to which projects are prohibiting the public from accessing the marina.

Mr. Williamson advised the state and insurance inspections were pending, and there are barriers that need to be set in place.

Commissioner Everett inquired about lawn care and maintenance of City property.

Mr. Williamson advised that the marina is on a schedule for regular grass cutting. He discussed the irrigation system and advised that staff is watering the plants. Mr. Williamson stated Phase II of the funding will address irrigation.

- Discussion ensued. Mr. Williamson advised if there is a concern regarding City properties, he will have the Public Works Director address it.

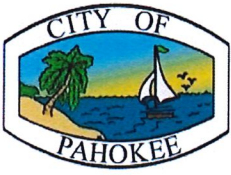
Mayor Babb inquired about the maintenance of the Port Mayaca Cemetery.

Mr. Williamson advised the new Cemetery Supervisor is addressing the cemetery's processes for maintenance, as well as rearranging schedules. He advised additional staff members and equipment will be added.

There being no further business to discuss, Mayor Babb adjourned the meeting at 6:36 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULARLY SCHEDULED COMMISSION MEETING MINUTES
Tuesday, November 13, 2018**

Pursuant to due notice, the Regularly Scheduled Commission Meeting was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on November 13, 2018.

The meeting was called to order by Mayor Babb at 6:42 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Sergeant Davis-Partridge	Present
	Interim City Clerk Nylene Clarke	Present

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added the following items to the agenda: Resolution 2018 – 71, Resolution 2018 – 72, and the Stipulation & Settlement Agreement and Order.

Commissioner Everett added the following updates from the City Manager, to the agenda: Glades Citizens Villas, Commissioner’s Park, Barfield Highway, and the Marina. He requested for the City Attorney to provide redress to the Town Hall Meeting, and to identify the following: where the City is legally, and the steps the City needs to take.

Approval of Agenda with additions.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Citizen Comments (Agenda Items Only): *(none)*

Public Service Announcements: *(none)*

Approval of Minutes:

1. July 24, 2018 – Workshop Minutes

Approval of July 24, 2018 Workshop Minutes.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

2. September 11, 2018 – Special Meeting Minutes

Approval of September 25, 2018 Special Meeting Minutes.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

Consent Agenda: *(none)*

Ordinance: (none)

Resolutions:

1. **RESOLUTION 2018 – 67 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR’S EXECUTION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR A PERMIT FOR THE ANNUAL PAHOKEE CHRISTMAS PARADE.**

Mr. Brandenburg read Resolution 2018 - 67 into the record.

Approval of Resolution 2018 - 67.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

2. **RESOLUTION 2018 – 68 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN THE LOAN TERMS OF THE BANK OF BELLE GLADE FOR THE FINANCING OF AN ARTIFICIAL TURF PLAYING FIELD AND TO FURTHER DIRECT THE MAYOR AND CITY MANAGER TO TAKE THE NECESSARY ACTIONS TO CLOSE THE BANK LOAN WITH THE BANK OF BELLE GLADE.**

Mr. Brandenburg read Resolution 2018 - 68 into the record and explained the purpose of the resolution.

Commissioner Hill inquired as to how the loan will be paid off.

Mr. Brandenburg replied it will be paid by discretionary sales tax, which will be sufficient to pay it off.

- Discussion ensued. Mr. Brandenburg advised there is plenty of sales tax to cover the loan obligation.

Approval of Resolution 2018 - 68.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

3. **RESOLUTION 2018 – 69 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AN AGREEMENT FOR BOND COUNSEL SERVICES WITH THE LAW FIRM OF LEWIS, LONGMAN & WALKER, P.A.**

Mr. Brandenburg read Resolution 2018 - 69 into the record and explained the purpose of the resolution.

Approval of Resolution 2018 - 69.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

4. **RESOLUTION 2018 – 70 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, DIRECTING THE MAYOR TO SIGN THE ATTACHED SALES AGREEMENT UPON THE CLOSING OF THE BANK OF BELLE GLADE LOAN FOR THE PURCHASE OF ARTIFICIAL TURF FROM FIELDTURF USA, INC.**

Mr. Brandenburg read Resolution 2018 - 70 into the record and explained the purpose of the resolution.

Approval of Resolution 2018 - 70.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

5. **RESOLUTION 2018 – 71 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, EXTENDING THE INSPECTION PERIOD AND CLOSING DATE ON THE AS-IS CONTRACT FOR SALE AND PURCHASE FOR THE “OLD HOSPITAL” PROPERTY.**

Mr. Brandenburg read Resolution 2018 - 71 into the record and explained the purpose of the resolution.

Commissioner Everett inquired about the plan for the facility.

Mr. Williamson advised the company will provide an assisted living facility.

- Discussion ensued.

Approval of Resolution 2018 - 71.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried four (4) ayes and one (1) nay.

6. **RESOLUTION 2018 – 72 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE CHANGE ORDER ON THE ATTACHED EXHIBIT “A”.**

Mr. Brandenburg read Resolution 2018 - 72 into the record and explained the purpose of the resolution.

Approval of Resolution 2018 - 72.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

Public Hearing:

1. **ORDINANCE 2018 –03 (Second Reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, REPEALING SECTION 2-272(6) OF THE CODE OF LAWS AND ORDINANCES OF THE CITY OF PAHOKEE, PROVIDING FOR THE WAIVER OF COMPETITIVE BIDDING FOR PROCUREMENTS WHERE THE FUNDING SOURCE FOR THE PROJECT MAY BE JEOPARDIZED BY THE LENGTH OF THE NORMAL PROCUREMENT PROCESS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND EFFECTIVE DATE.**

Mr. Brandenburg read Ordinance 2018 - 03 into the record and explained the purpose of the ordinance. He advised the ordinance needs to be amended to have an effective date of November 30, 2018.

(Public Hearing opened and closed at 7:30 p.m.)

Approval of Ordinance 2018 – 03 (Second Reading), applicable on November 30, 2018.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

Proclamations (approval):

1. **Declaring November 10-18, 2018 as Hunger and Homelessness Awareness Week**

Mr. Brandenburg read the proclamation into the record.

Approval of Proclamation Declaring November 10-18, 2018 as Hunger and Homelessness Awareness Week.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Mayor Babb allowed Commissioner Hill to present the proclamation to a representative of the Palm Beach County Homeless Coalition.

Presentations:

1. Certificates of Heroism

Mayor Babb allowed Vice Mayor Murvin to present the certificate to Palm Beach County Fire Rescue Station 72, "C" Shift. He advised the other two (2) recipients, Brandon Greenfield and Jonathan Moore, are not able to be in attendance He allowed Commissioner Everett and Commissioner Hill to recognize them, respectively.

Report of the Mayor:

Mayor Babb provided information from his attendance at the National League of Cities' City Summit in Los Angeles, California.

Report of the City Manager:

Mr. Williamson provided information from his attendance at the National League of Cities' City Summit in Los Angeles, California, and provided an update on the following items: Marina, Commissioner's Park, Barfield Highway, and Glades Citizens Villas.

Mayor Babb inquired as to how the paving of the streets will interfere with traffic.

Mr. Williamson advised that memos have been sent out to residents, but there will be signage.

Commissioner Everett inquired about East Lake Village storm water project.

Mr. Williamson advised that the engineers are preparing to get the bids out. He provided an update on the legislative affairs for the 2019 session in Tallahassee, and announced that the Turkey Giveaway will be on November 19, 2018, from 10:00 a.m. to 12:00 p.m.

Mayor Babb announced that the Anquan Boldin Foundation will also be giving away turkeys at the Football Stadium.

Report of the City Attorney:

Mr. Brandenburg reviewed the Stipulation & Settlement Agreement and Order. He recommended that the Commission move forward with the stipulation and settle the case.

Mayor Babb inquired about the percentage of the settlement amount.

Mr. Brandenburg replied it is ten percent.

- Discussion ensued. Mr. Brandenburg recommended that the settlement be accepted.

Approval to accept the Stipulation & Settlement Agreement and Order.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried three (3) ayes and two (2) nays.

Commissioner Everett inquired about the water bill at the Pahokee Campground and Marina.

Mr. Brandenburg provided the history of the water system at the Marina and discussed the readiness to serve fee, under the county policy. He advised the City Manager is planning to go to Palm Beach County, to try to settle the issue and arrive at a solution that works best for the city in the future.

Commissioner Everett mentioned the concern regarding the leases being placed back on the Governor and Cabinet agenda.

Mr. Brandenburg replied he had a direct conversation with the person in charge at the Florida Department of Environmental Protection (DEP) and they confirmed that no lease was going forward to the Governor and Cabinet, until the repairs of the sewage collection system and disposal system, at the marina, were completed.

➤ Discussion ensued.

Old Business: *(none)*

New Business: *(none)*

Citizens Comments: *(none)*

Correspondence/Comments and Concerns of the City Commissioners

Vice Mayor Murvin provided information from her attendance at the National League of Cities' City Summit in Los Angeles, California. She encouraged all to work together, as partners, to make the community better.

Commissioner Everett inquired about the removal of the projects from the Governor and Cabinet Agenda.

Mr. Brandenburg provided information regarding as to how the removal came about.

Commissioner Walker inquired about the American Wind Symphony Orchestra program, and asked if there was any interest on the 29 acres that the City owns.

Mr. Williamson advised he has not received any updates regarding the American Wind Symphony Orchestra. He advised that one (1) entity has expressed interest in the 29 acres, for farming, but there is nothing to present to the Commission as of yet.

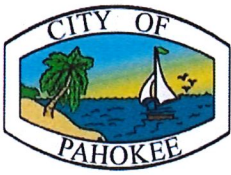
Mayor Babb provided an update on the Marina to Mr. Joe Freeman. He advised Commissioner Everett will select the next two (2) businesses of the month.

Commissioner Hill encouraged the community to get more involved and attend the Commission Meetings.

There being no further business to discuss, Mayor Babb adjourned the meeting at 8:50 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



CITY COMMISSION OF THE CITY OF PAHOKEE
COMMISSION WORKSHOP MINUTES
Tuesday, November 27, 2018

Pursuant to due notice the Commission Workshop was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on November 27, 2018.

The meeting was called to order by Mayor Babb at 6:03 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present at 6:08 p.m.
	Commissioner Felisia C. Hill	Present via telephone
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Deputy Schelling	Present at 6:09 p.m.
	Interim City Clerk Nylene Clarke	Present

Topic

1. November 27, 2018 Agenda

Mr. Williamson provided an overview of the agenda and the additions. He provided an update on Old Pahokee High School, and the Parks and Recreation parking lot and gymnasium. Mr. Williamson advised he will have a resolution for the lobbying firm, at the next Commission Meeting.

Mayor Babb requested an update on all four (4) major projects.

Mr. Williamson provided an update on Commissioner's Park, Marina Renovations, Glades Citizens Villas, and Old Pahokee High School.

Commissioner Everett inquired if Florida Department of Transportation (FDOT) has begun the surveying on Barfield Highway.

Mr. Williamson replied yes. He advised the City of Pahokee has done numerous projects, stated the Commission and community should be proud, and advised he looks forward to 2019.

Vice Mayor Murvin inquired about the timeline to start on Martin Luther King, Jr. Park.

Mr. Williamson replied there should be work plans and bids in early 2019.

- Discussion ensued. Mr. Williamson advised Martin Luther King, Jr. Park will be one of the legislative priorities for 2019.

Commissioner Everett inquired about the gymnasium.

Mr. Williamson provided an update on the gymnasium.

Mayor Babb requested the status of the Mel Tillis sign.

Mr. Williamson advised the final approval will be submitted to the Commission.

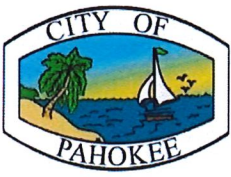
Commissioner Walker inquired if the baseball field and basketball court will be included in the renovations for Martin Luther King, Jr. Park.

Mr. Williamson replied yes and advised fencing adjacent to the canal will be included as well.

There being no further business to discuss, Mayor Babb adjourned the meeting at 6:33 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULARLY SCHEDULED COMMISSION MEETING MINUTES
Tuesday, November 27, 2018**

Pursuant to due notice, the Regularly Scheduled Commission Meeting was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on November 27, 2018.

The meeting was called to order by Mayor Babb at 6:40 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia C. Hill	Present via telephone
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Deputy Schelling	Present
	Interim City Clerk Nylene Clarke	Present

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added Resolution 2018 – 77 and the two (2) businesses of the month to the agenda.

Commissioner Walker added the update for all grant projects.

Mayor Babb added the Marina Renovation Project to the agenda.

Approval of Agenda with additions.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Citizen Comments (Agenda Items Only): *(none)*

Public Service Announcements:

1. Regina Bohlen announced that the Christmas Parade will be on December 3, 2018, at 6:00 p.m. She stated line up will be at 5:00 p.m.

Approval of Minutes:

1. September 25, 2018 – Regularly Scheduled Commission Meeting Minutes
2. October 9, 2018 – Workshop Minutes
3. October 9, 2018 – Regularly Scheduled Commission Meeting Minutes

Approval of September 25, 2018 Regularly Scheduled Commission Meeting Minutes, October 9, 2018 Workshop Minutes, and October 9, 2018 Regularly Scheduled Commission Meeting Minutes.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Consent Agenda: *(none)*

Ordinance: (none)

Resolutions:

1. RESOLUTION 2018 – 73 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF PAHOKEE.

Mr. Brandenburg read Resolution 2018 - 73 into the record.

Approval of Resolution 2018 - 73.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

2. RESOLUTION 2018 – 74 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING AND SETTING THE CITY'S QUALIFYING FEES, FOR THE OFFICE OF MAYOR AND COMMISSIONER.

Mr. Brandenburg read Resolution 2018 - 74 into the record and explained the purpose of the resolution.

Approval of Resolution 2018 - 74.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

3. RESOLUTION 2018 – 75 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS PROMISSORY NOTE, SERIES 2018 IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$610,000 TO PROVIDE FUNDS FOR AN ARTIFICIAL TURF PLAYING FIELD AND COSTS RELATED THERETO; PLEDGING CERTAIN REVENUES TO REPAY SUCH NOTE AS PROVIDED HEREIN; PRESCRIBING THE FORM, TERMS AND DETAILS OF THE NOTE; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES FOR THE HOLDER OF SUCH NOTE; PROVIDING FOR THE CREATION OF CERTAIN FUNDS; AWARDING THE NOTE TO THE BANK OF BELLE GLADE BY NEGOTIATED SALE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Mr. Brandenburg read Resolution 2018 - 75 into the record and explained the purpose of the resolution.

Approval of Resolution 2018 - 75.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

4. RESOLUTION 2018 – 76 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY, FOR THE PURPOSE OF FLEET MANAGEMENT SERVICES.

Mr. Brandenburg read Resolution 2018 - 76 into the record and explained the purpose of the resolution.

Approval of Resolution 2018 - 76.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

5. **RESOLUTION 2018 – 77 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CAMPGROUND AND MARINA POOL REPAIR CONTRACT AGREEMENT BETWEEN THE CITY OF PAHOKEE AND FLORIDIAN POOLS DESIGN, FOR THE SCOPE OF WORK ON THE ATTACHED EXHIBIT “A”.**

Mr. Brandenburg read Resolution 2018 - 77 into the record and explained the purpose of the resolution.

Approval of Resolution 2018 - 77.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Public Hearing: *(none)*

Proclamations (approval): *(none)*

Presentations:

1. **Lawn of the Month (October 2018) – Luis Paniagua & Sandra Paniagua**

Mayor Babb allowed Vice Mayor Murvin to present the certificate to Mrs. Paniagua, and Commissioner Walker to present the check.

2. **Business of the Month – Brown & Bussey’s Funeral Service**
3. **Business of the Month – Town Center Café’, LLC**

Mayor Babb allowed Commissioner Everett to present the certificates to the two (2) businesses of the month.

Report of the Mayor:

Mayor Babb announced that the City of Pahokee’s Election will be on March 12, 2019. He thanked Vice Mayor Murvin and Commissioner Everett for being a great addition to the Commission. Mayor Babb stated the City of Pahokee is doing a great job and thanked the City Manager for the projects.

Report of the City Manager:

Mr. Williamson advised he covered all grants, during the Workshop.

Commissioner Walker requested a written report on all grants.

Mr. Williamson provided an update on the following: Marina Renovations, Parks and Recreation football field and gymnasium, Glades Citizens Villas, the cleaning of East Lake canal, Old Water Treatment Plant, and Old City Hall. He advised street signs will be placed on every corner and every street, within the next four (4) to five (5) weeks.

Mayor Babb inquired as to which signs will be replaced.

Mr. Williamson replied all signs will be replaced.

Commissioner Walker requested for the report to identify grant amount and expenditure amount.

Mayor Babb requested for the report to include the concerns of the grantee, and inquired about the Parks and Recreation Afterschool Program Grant.

Mr. Williamson advised that the City will go through the appeals process with the County, for the respective grant.

Vice Mayor Murvin requested the status of the City Clerk position.

Mr. Williamson advised he would come back with a recommendation at the next Commission meeting.

- Discussion ensued.

Commissioner Walker advised she would like to know who the new employees are and what their salaries are.

Mayor Babb requested that new employees be introduced to the Commission and that information be provided on terminations.

Commissioner Everett requested that the Commission Retreat be revisited with a date.

- Discussion ensued. The Commission decided that the Commission Retreat will be held on Friday, January 11, 2019 from 9:00 a.m. to 3:00 p.m. Mayor Babb will work with the City Manager and the City Attorney on the outline of the agenda. The agenda will be submitted a week prior to the Commission Retreat, for review.

Report of the City Attorney:

Mr. Brandenburg reported that the potential purchaser of the Old Hospital decided not to proceed forward with the acquisition.

Vice Mayor Murvin requested an update on Technomarine and the Perez lawsuits.

Mr. Brandenburg advised he has a motion to hold Technomarine in default, and if it's granted, then the City will proceed with a default judgment. He stated Sara Perez's election case will be tried on December 13, 2018 at 10:00 a.m., and the case for 246 East Main Street will continue, until they get ready for trial.

- Discussion ensued.

Vice Mayor Murvin inquired as to why the potential purchaser decided not to acquire the Old Hospital.

Mr. Brandenburg relayed information regarding the potential purchaser's decision.

- Discussion ensued. Mayor Babb requested for staff to put the Old Hospital on the radar for funds, for demolition.

Vice Mayor Murvin requested an update on Town and Country Homes of Pahokee, LLC.

Mr. Brandenburg advised the Commission voted to settle the case and it is pending for the judge's approval.

Old Business: *(none)*

1. **Marina Renovation Project**

New Business: *(none)*

Citizens Comments:

1. Regina Bohlen inquired about the timeframe of, and the Florida Department of Transportation (FDOT) meeting for, Barfield Highway.

Mr. Williamson advised Barfield Highway is a complete reconstruction project. He stated typically, FDOT has public meetings and information is provided regarding construction.

2. Joann Culberson commented regarding Technomarine, the Marina, and the water bill at the Marina.

Mayor Babb advised the current administration is one of the most transparent administrations.

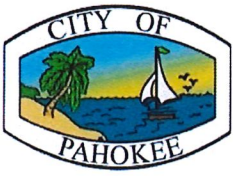
Correspondence/Comments and Concerns of the City Commissioners

Commissioner Everett expressed his concern regarding politics and the importance of the Commission Retreat.

There being no further business to discuss, Mayor Babb adjourned the meeting at 8:16 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE
COMMISSION WORKSHOP MINUTES
Tuesday, December 11, 2018**

Pursuant to due notice the Commission Workshop was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on December 11, 2018.

The meeting was called to order by Mayor Babb at 6:11 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lieutenant Picciolo	Present
	Interim City Clerk Nylene Clarke	Present

Topic

1. December 11, 2018 Agenda

Mr. Williamson provided an overview of the agenda and the additions. He provided an update on the following:

- Florida Department of Transportation (FDOT) grant awarded for new bus at Parks and Recreation
- Application for 2019 Solid Waste Authority Demolition Grant
- Parks and Recreation three year football grant for free sports equipment
- Commissioner’s Park
- Martin Luther King, Jr. Park
- Marina Renovations
- Gymnasium
- Football field

Mr. Williamson announced that the City of Pahokee’s Toy Drive will be on December 19, 2018 at 6:00 p.m.

Vice Mayor Murvin requested for the City Manager to provide clarity for the Tri-Cities Barbecue.

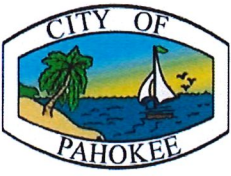
Mr. Williamson advised that the Tri-Cities Barbecue is the last, official meeting of the year for the Palm Beach County League of Cities members. He stated that the invitations were sent out from the league, and the City of Pahokee was the host.

➤ Discussion ensued.

There being no further business to discuss, Mayor Babb adjourned the meeting at 6:38 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



CITY COMMISSION OF THE CITY OF PAHOKEE
REGULARLY SCHEDULED COMMISSION MEETING MINUTES
Tuesday, December 11, 2018

Pursuant to due notice, the Regularly Scheduled Commission Meeting was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on December 11, 2018.

The meeting was called to order by Mayor Babb at 6:43 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lieutenant Picciolo	Present
	Interim City Clerk Nylene Clarke	Present

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added Resolution 2018 – 79 to the agenda.

Commissioner Everett added the Marina Renovation Project and recreational funding to the agenda.

Mayor Babb added the cancellation of the December 25, 2018 Commission Meeting to the agenda.

Approval of Agenda with additions.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

Citizen Comments (Agenda Items Only): *(none)*

Public Service Announcements:

1. Herbert Crawford, on behalf of Palm Beach County Youth Services and Urban League, announced that there will be a mentoring recruitment meeting on December 12, 2018 from 11:00 a.m. to 1:00 p.m., at Town Center Café.
2. Anthony Jackson announced that there will be a Holiday Caroling and Concert on December 21, 2018 from 6:30 p.m. to 8:30 p.m., at United Missionary Baptist Church.
3. Commissioner Everett announced that Dr. Dorothy Norwood will be at Shiloh Missionary Baptist Church on December 30, 2018 at 5:00 p.m. He requested that a proclamation be presented to Dr. Dorothy Norwood.

Approval to present Proclamation to Dr. Dorothy Norwood.

Motion by Commissioner Everett. Seconded by Commissioner Hill.

Motion carried unanimously.

Vice Mayor Murvin stated one of the City's employees' son passed away and she requested for a proclamation to be done.

Approval of proclamation for Robert Williams' son.
Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.
Motion carried unanimously.

Approval of Minutes:

1. October 23, 2018 – Workshop Minutes

Approval of October 23, 2018 Workshop Minutes.
Motion by Vice Mayor Murvin. Seconded by Commissioner Hill.
Motion carried unanimously.

Consent Agenda: (none)

Ordinance: (none)

Resolutions:

1. RESOLUTION 2018 – 78 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING A ONE- YEAR EXTENSION OF THE AGREEMENT WITH RESOURCE GROUP N.A., INC. FOR GOVERNMENTAL CONSULTANT SERVICES.

Mr. Brandenburg read Resolution 2018 - 78 into the record and explained the purpose of the resolution.

Mayor Babb expressed concern regarding the amount being paid to the consultant and requested that there be negotiation to reduce the amount, when the contract expires.

Mr. Williamson stated he had a conversation with two (2) of the primary consultants of the organization and they are steadfast on the amount. He advised more lobbying is done beyond session, until the Governor signs the budget.

- Discussion ensued. Commissioner Walker recommended that Resource Group be asked to give a report, at a Commission Meeting in January 2019 or February 2019.

Approval of Resolution 2018 - 78.
Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.
Motion carried unanimously.

2. RESOLUTION 2018 – 79 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE AGREEMENT BY AND BETWEEN THE CITY OF PAHOKEE AND PPM CONSULTANTS, INC. FOR SOLICITATION NUMBER: RFQ 2018-01 FOR THE EPA BROWNFIELDS ENVIRONMENTAL CONSULTING SERVICES FOR ENVIRONMENTAL SITE ASSESSMENT AND TESTING.

Mr. Brandenburg read Resolution 2018 - 79 into the record and explained the purpose of the resolution.

Approval of Resolution 2018 - 79.
Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.
Motion carried unanimously.

Public Hearing: (none)

Proclamations (approval): (none)

Presentations:

1. Mayor's Gold Nail & Hammer Award – Johnny Terry & Curneisha Terry

Mayor Babb allowed Commissioner Everett to present the certificate to Mr. Terry, and Commissioner Hill to present the check.

Report of the Mayor:

Mayor Babb expressed concern regarding the financial report and requested that financial reports be given on a monthly basis. He requested that new employees be introduced to the Commission within two (2) weeks of hire, and that the Commission be notified when an employee will no longer be on staff. Mayor Babb outlined the Commission's success within the last three (3) years, and discussed the priorities, goals, and major projects for 2019. He requested for a flag pole to be placed at the Old Pahokee High School and announced that the Rededication of Commissioner's Park/Unveiling of Entryway sign for Rickey Jackson will be on December 14, 2018, from 10:00 a.m. to 11:00 a.m. Mayor Babb congratulated Commissioner Everett for being selected as one (1) of the 12 recipients for the 2019 Calendar and Resource Guide. He requested for the City Manager to find funding for the playground equipment at Glades Citizen's Villas.

Commissioner Everett mentioned that there is a REAP Grant.

Mr. Williamson discussed the REAP grant amount and the cost of playground equipment.

Report of the City Manager:

Mr. Williamson outlined the Commission's success within the last 24 months, discussed the 2019 legislative session, and expressed thanks to the Commission, Lieutenant Picciolo, and the City Attorney. He provided information on the incident at Parks and Recreation and discussed the preventative measures that have been set in place, post incident.

Report of the City Attorney:

Mr. Brandenburg thanked the Commission for allowing him to serve as the counsel for another year. He advised a motion is needed to cancel the meeting on December 25, 2018.

Approval of cancellation of December 25, 2018 Commission Meeting.

Motion by Commissioner Everett. Seconded by Commissioner Hill.

Motion carried unanimously.

Old Business:

1. Marina Renovation Project

Mr. Williamson provided an update on the docks.

Mayor Babb inquired about the status restroom.

Mr. Williamson provided an update.

Commissioner Everett stated there needs to be a Special Workshop to address the issues concerning the project.

- Discussion ensued. The Commission decided that there will be a workshop for the Marina Project and concerns on January 7, 2019 at 6:00 p.m.

Approval of Special Workshop on January 7, 2019 at 6:00 p.m. for Marina Project and concerns.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Mayor Babb recommended that the Commission Retreat be suspended, in light of the fact that there may be newly elected officials after the March 12, 2019 election.

- Discussion ensued. The Commission decided that the Commission Retreat will be postponed until after the March 12, 2019 Election.

Approval to postpone Commission Retreat until after the March 12, 2019 Election.
Motion by Commissioner Hill. Seconded by Vice Mayor Murvin.

- A discussion ensued. The Commission decided that the workshop on January 8, 2019 will be from 5:00 p.m. to 6:30 p.m., to discuss Commission concerns, and that the motion will be amended to include the respective start time.

Approval to amend the motion to include that the start time of the January 8, 2019 Workshop will be from 5:00 p.m. to 6:30 p.m.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.
Motion carried unanimously.

New Business: *(none)*

Citizens Comments:

1. Eduardo Bernal expressed thanks for the Christmas Parade, recommended that in 2019, there be a certificate awarded for the most decorative house, and commented regarding the trash in the streets.
2. Annie Coore expressed concern regarding a Code Enforcement violation and a park not being placed near El Dorado Drive.
3. Joann Culberson commented regarding Robert Lambert not being introduced at the Tri-Cities Barbecue.

Correspondence/Comments and Concerns of the City Commissioners

Commissioner Hill thanked all for being present and announced that Palm Beach State College will be hosting a Housing Insecurities Forum on January 10, 2019 from 5:30 p.m. to 7:30 p.m.

Commissioner Walker expressed her concern regarding Vice Mayor Murvin's request for a proclamation, inquired about the cost of the sign for Rickey Jackson, and stated she would like to concur with Commissioner Everett's comments regarding the Tri-Cities Barbecue. She advised she concurs with Mayor Babb's three (3) concerns and bid all a happy holiday.

Vice Mayor Murvin reiterated the reason for her request for a proclamation.

Mayor Babb provided the cost of the sign. He advised that Commissioner Walker is responsible for selecting the two (2) businesses of the month, for the next Commission Meeting. Mayor Babb asked the City Attorney about the process for a written reprimand to the City Manager.

Mr. Brandenburg explained the process.

Commissioner Everett announced the following:

- Martin Luther King, Jr. Day event will be on January 19, 2019
- Pahokee Chamber of Commerce will be hosting their chamber, as well as the Belle Glade Chamber of Commerce, on December 13, 2018 from 6:00 p.m. to 8:00 p.m., at the PNC Bank in Pahokee.

He commended the Commission for agreeing to do a proclamation to Dr. Dorothy Norwood. Commissioner Everett advised that all areas of the City of Pahokee are a concern, expressed gratitude for the special workshop, and stressed the importance of protecting the face of the City. He expressed concern regarding not receiving financial reports as a directive and recommended that the City Manager be counseled in written form.

Approval for the City Manager to receive written notice on not receiving financial reports on a consistent basis and not being introduced to newly hired staff/receiving information on terminated staff.

Motion by Commissioner Everett. Seconded by Commissioner Walker.

Motion carried unanimously.

Vice Mayor Murvin provided information that she received from a meeting in West Palm Beach and expressed the importance of working together. She bid all a Merry Christmas and Happy New Year.

There being no further business to discuss, Mayor Babb adjourned the meeting at 9:10 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



ORDINANCE NO. 2019 - 01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, MODIFYING SECTION 2-1, LEGAL HOLIDAYS; CLOSING OF CITY HALL, OF THE CODE OF LAW AND ORDINANCES OF THE CITY OF PAHOKEE; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, INCLUSION IN THE CODE, AND EFFECTIVE DATE.

WHEREAS, the City has in practice established the City Holidays for Closing of City Hall by resolution; and

WHEREAS, this Ordinance will conform the practice of the City with the Code of Laws and Ordinances of the City of Pahokee.

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

Section 1. Sec. 2-1. of the Code of Laws and Ordinances of the City is hereby modified to read:

Sec. 2-1. – Legal holidays; closing of city hall.

The City shall adopt and modify as necessary a schedule of legal holidays, and establish which, if any, employees will be required to work on each of these days.

(a) ~~The following are legal and public holidays of the city:~~

- ~~———— (1) ——— New Year's Day, January 1;~~
- ~~———— (2) ——— Martin Luther King Jr. Day, third Monday in January;~~
- ~~———— (3) ——— Washington's Birthday, this Monday in February;~~
- ~~———— (4) ——— Memorial Day, last Monday in May;~~
- ~~———— (5) ——— Independence Day, July 4;~~
- ~~———— (6) ——— Labor Day, first Monday in September;~~
- ~~———— (7) ——— Up to two days, to be selected by the city commission at budget approval each year;~~
- ~~———— (8) ——— Veteran's Day, November 11~~
- ~~———— (9) ——— Thanksgiving Day, fourth Thursday in November;~~
- ~~———— (10) ——— Day after Thanksgiving Day;~~
- ~~———— (11) ——— Christmas Day December 25.~~

(b) ~~Whenever any legal holiday shall fall upon a Sunday, the Monday next following shall be deemed a public holiday for all and any of the purposes stated in this section. Whenever any legal holiday shall fall upon a Saturday, the Friday next preceding shall be deemed a public holiday.~~

- (c) ~~The city clerk's office shall be closed on all such holidays for the transaction of business. All city employees shall be entitled to observe such holidays, except those necessary for the protection of life and property and public services department, which shall be as scheduled by the department supervisor, with compensatory time off at some other scheduled date, or by payment of extra compensation when authorized by the city commission in lieu thereof for all employees on duty on any such holidays.~~
- (d) ~~In addition, the mayor may declare by proclamation additional legal holidays for such closing of the city hall in the event of an emergency involving danger to life, persons or property or to observe a period of mourning of not more than one (1) day in the event of the death of any President or Vice President of the United States, any U.S. senator from this state or U.S. congressman representing this district, any governor of the state or any elected official of the city.~~

Section 2. 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 3. Repeal of Laws in 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 4. 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 5. Effective Date. This Ordinance shall be effective immediately upon adoption by the City Commission on second reading.

PASSED on first reading this 8th day of January, 2018.

PASSED AND ADOPTED on second reading this ____ day of _____, 2018.

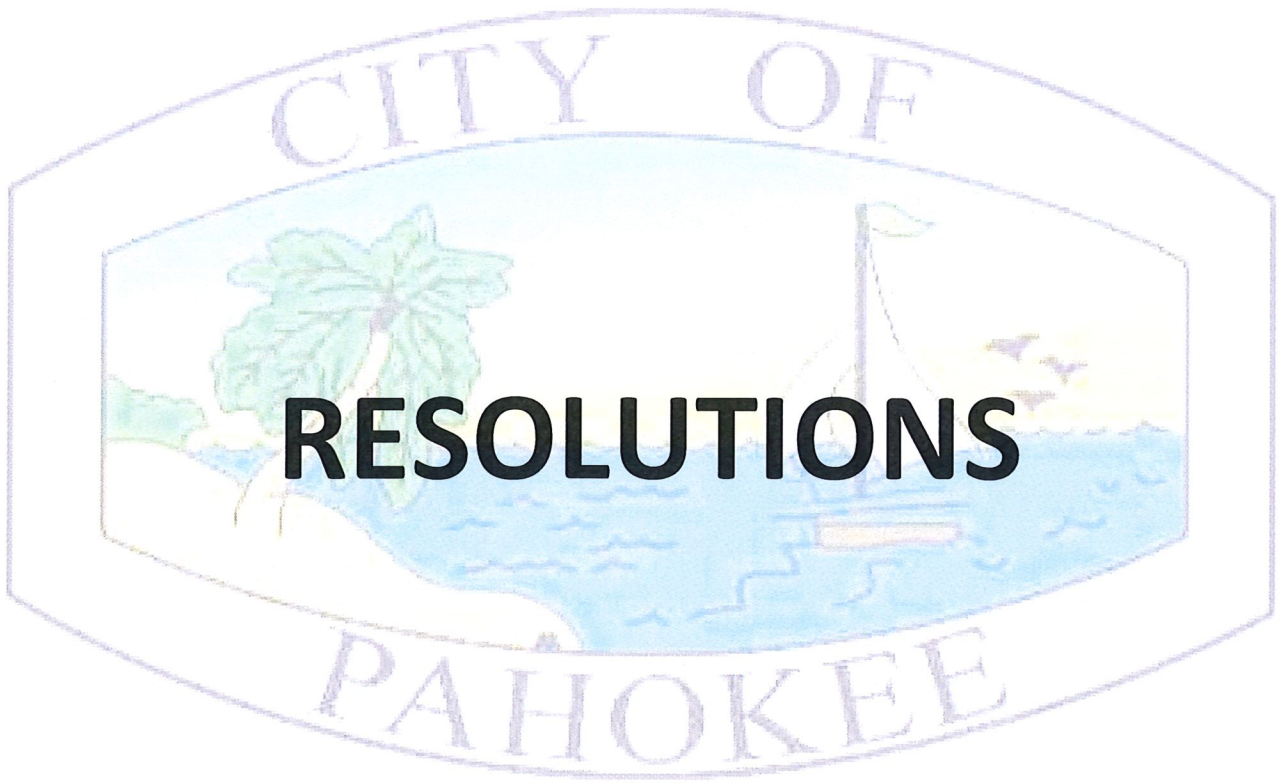
Keith W. Babb, Jr., MAYOR

Attest: _____
Nylene Clarke, Interim City Clerk

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

APPROVED AS TO LEGAL SUFFICIENCY

Gary M. Brandenburg, CITY ATTORNEY



RESOLUTIONS

RESOLUTION 2019 - 01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE INTERLOCAL GRANT AGREEMENT BY AND BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND THE CITY OF PAHOKEE.

WHEREAS, Section 163.01, Florida Statutes, 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, the Solid Waste Authority of Palm Beach County's Governing Board has appropriated in the Solid Waste Authority of Palm Beach County's adopted 2018/2019 fiscal year budget funds for Blighted and Distressed Property Clean-up and Beautification Grants; and

WHEREAS, the Interlocal Grant Agreement is intended to assist in the cleanup and beautification of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County; and

WHEREAS, the Solid Waste Authority of Palm Beach County is the agency responsible for providing solid waste disposal and recycling programs for Palm Beach County and desires to assist the City of Pahokee by defraying the cost of the demolition, disposal and hauling, and improvement activities associated with the Project through the provision of the Interlocal Grant Agreement.

NOW, 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 Interlocal Grant Agreement.

PASSED AND ADOPTED this 8th day of January, 2019.

ATTESTED:

Keith W. Babb, Jr., Mayor

Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker



December 27, 2018

Chandler F. Williamson
City Manager
City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

Dear Mr. Williamson,


At the December 2018 regular meeting, the Board approved staff recommendations for awards of funds from the Blighted and Distressed Property Cleanup and Beautification Grant. This letter will serve as confirmation that your proposed project (Old City Hall Demolition) is one of the awardees.

Enclosed you will find three (3) originals of the Interlocal Agreement (ILA) for execution by the individual authorized to legally bind your City.

After all copies of the ILA have been executed and sealed please return them to my attention no later than February 5, 2019. The Authority will then sign them and one original will be returned to you.

Congratulations on your award. Should you have any questions, please feel free to contact me at 561-697-2700, ext 4741.

Sincerely,



Mariana Feldpausch, CIS Operations Manager
Customer Relations

Enc

**INTERLOCAL GRANT AGREEMENT
BY AND BETWEEN**

**CITY OF PAHOKEE
AND
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

(Blighted and Distressed Property Clean-Up and Beautification Grant)

THIS INTERLOCAL GRANT AGREEMENT hereinafter (the "Grant") is made and entered into this ___ day of _____, 2019, by and between the Solid Waste Authority of Palm Beach County, a dependant special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter (the "Authority") and City of Pahokee, a Florida Municipal corporation, hereinafter (the "Applicant"), by and through its duly authorized Board.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, 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, the Authority's Governing Board has appropriated in the Authority's adopted 2018/2019 fiscal year budget funds for Blighted and Distressed Property Clean-up and Beautification Grants; and

WHEREAS, this Grant is intended to assist in the cleanup and beautification of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County; and

WHEREAS, this Grant is provided as an incentive to improve the quality of life and provide a safer, healthier and more aesthetically pleasing environment for the residents of Palm Beach County; and

WHEREAS, the Applicant owns and controls the property that is the subject of this Grant with Parcel Control No. 48-37-42-18-18-000-0200, located within the municipal boundaries of the Applicant and referred to hereinafter as (the "Property"); and

WHEREAS, the Property is in a state of disrepair, is visible to the surrounding community, and attracts nuisances, including illegal dumping, littering and criminal activity to the detriment of the surrounding community; and

WHEREAS, the Applicant wishes to demolish the old City Hall and Police Department blighted buildings (the “Project”); and

WHEREAS, the Authority is the agency responsible for providing solid waste disposal and recycling programs for Palm Beach County and desires to assist the Applicant by defraying the cost of the demolition, disposal and hauling, and improvement activities associated with the Project through the provision of this Grant.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the Authority and Applicant agree as follows:

- 1. Incorporation of Facts**
The facts and background set forth above in the Preamble to this Agreement are true and correct and incorporated into and made a part of this Grant.
- 2. Purpose**
The purpose of this Grant is to set forth the respective duties, rights and obligations of the parties relating to the Authority’s provision of this Grant and the Applicant’s performance of the Project.
- 3. Contract Representatives and Monitors**
The Authority’s Contract Representative and Monitor during the execution of the Project shall be John Archambo, Director of Customer Relations, or his designee, whose telephone number is (561) 697-2700. The Applicant's Contract Representative and Monitor shall be Chandler F. Williamson, whose telephone number is (561) 924-5534 extension 2000.
- 4. The Project**
 - A. Demolition of the abandoned facilities at the old Pahokee City Hall, including two buildings adjacent to each other, one which housed the city administrative staff and the other facilitated the daily operation and management of the City Police Department and staff. The Project will encourage recycling as well as beautification of a property that can be used for economic development in the City.
 - B. The Applicant will provide for regular maintenance through their Public Works Department.
- 5. Effective Date and Term**
This Grant shall take effect upon execution by the parties and shall remain in full force and effect until March, 2020.
- 6. Conduct of the Project**
 - A. The Applicant shall be solely responsible for all aspects of the Project, including but not limited to securing funding, securing all permits and approvals, procuring all labor

and materials, and maintaining the property consistent with the intent of this Grant for its full term.

- B. The Authority shall only, without exception, be responsible for providing the Grant funding in the amounts and upon the Project milestones identified herein.
- C. Applicant agrees that it shall endeavor to complete the Project within 12 months from the date of execution of this Grant. The Applicant may request an extension(s) beyond this period for the purpose of completing the Project. The Authority agrees that it may not unreasonably refuse Applicant's request for an extension(s) as long as the Applicant is diligently pursuing the completion of the Project.
- D. Prior to commencement of the Project, Applicant shall submit a final project schedule to include starting and completion dates. The Authority shall review all documents within five (5) business days of receipt. If the Authority does not respond within the five (5) day period, then the Applicant may proceed as if the Authority had no comments or objections.

7. Funding

The Authority shall disburse Grant funds in the amount of \$ 365,000.00 as follows:

- A. Upon execution of this Agreement, the Authority shall disburse a check equal to 50% of the total grant award.
- B. Upon completion and approval of the Project by the Authority, the remaining 50% of total grant award shall be disbursed within 10 days of written request by Applicant.

Applicant is solely responsible for providing all other funds necessary to complete the Project. The Authority shall not have an obligation to provide additional funding beyond the dollar amount set forth in this Agreement.

8. Ownership and Maintenance of the Project

Applicant hereby represents and warrants that it is the fee simple owner of the Property and that the Property is unencumbered and free and clear of other interests, of any type or character. In the event any liens or encumbrances are filed or recorded against the Property, the Applicant shall immediately take all necessary steps, at its sole cost and expense, to clear and remove all such liens, interests or encumbrances. The Applicant represents and warrants that it has full legal authority to enter into this Grant. The Applicant further warrants that it has the financial ability to maintain the Property as specifically intended and required under this Grant.

- A. The Applicant shall be solely responsible for all necessary costs, expenses, fees, charges, and all other liabilities of any type related to the execution and maintenance

of the Project consistent with the intent of this Grant.

- B. The Applicant shall maintain the Property for the entire duration of this Grant Agreement in order to prevent the Property from reverting back to its previous state. In its application, Applicant provided a plan for maintaining the property consistent with the intent of this Grant and the Applicant will faithfully execute that plan.
- C. The rights and duties arising under this Grant shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, this Grant shall not be assigned without the prior written consent of the Authority, and any such assignment without the prior written consent of the Authority shall constitute grounds for termination of this Grant for cause.

9. Access and Audit

Each party will maintain all books, records, accounts, and reports associated with this Grant for a period of not less than five (5) years after the later of the date of termination or expiration of this Agreement. All said records will be available to the other upon request. In the event claims are asserted or litigation is commenced related to or arising out of the performance of this Agreement, each party agrees that it will maintain all records relating to the Project and the Property until the other party has disposed of all such litigation, appeals, claims, or exceptions related thereto.

10. License and Permit

The Applicant hereby grants to the Authority an irrevocable license and permit to access the Property, surrounding roadways, walkways, and any other means of ingress and egress to the Property for the purpose of ensuring compliance with this Grant for the duration of this Grant. The Parties each acknowledge that good and valuable consideration has been received to maintain such irrevocable license for the duration of this Grant.

11. Insurance

- A. Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., each party acknowledges that it is either insured or self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such other sovereign immunity waiver limits that may change as set forth by the State Legislature at the time of such occurrence.
- B. The Applicant agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes.
- C. When requested, each party shall provide to the other, an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status.

- D. Compliance with the foregoing requirements shall not relieve either party of its liability and other obligations under this grant.
- E. The Applicant agrees to include no less than the above-stated insurance requirements as to type of coverage and dollar amount so as to meet the minimum requirements set forth above in all contracts related to the construction, use, or maintenance of the Project and the Property, and shall establish and maintain such coverage as a requirement for the issuance of any permit, license, or right to use or occupy the Project and Property unless this requirement is expressly waived in writing by the Authority's Contract Representative and Monitor with the approval of Authority's Department of Risk Management.

12. Public Entity Crimes

Each party shall comply with Section 287.133(2)(a), F.S., as amended, which provides in pertinent part as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. No Third Party Beneficiaries

Except as specifically set forth and as limited herein, this Grant confers no rights on anyone other than the Authority or the Applicant and is not otherwise intended to be a third party beneficiary contract in any respect. Nothing contained in this Agreement shall constitute the Authority's acceptance of any obligation or liability not otherwise imposed under this Grant or by law upon the Authority.

14. Termination

A. In the event the Applicant fails to comply with any provision of this Grant, the Authority may exercise any and all rights available to it, including termination of this Grant. The Authority will notify the Applicant of its noncompliance and provide the Applicant thirty (30) days or such additional period granted by the Authority to cure the noncompliant event(s) or act(s). In the event the Applicant has not cured the noncompliant act(s) or event(s), or if the Applicant cannot cure the noncompliant act(s) or event(s), the Authority may terminate this Grant. If the Authority terminates

this Grant for the Applicant's failure to cure under this provision, the Authority may require the Applicant to repay to the Authority the Grant funds that were provided by the Authority for the Project, or such other lesser sum equivalent to the value of the remaining useful life of the Project, as determined by the Authority in its sole discretion.

- B. The Authority may also terminate this Agreement for convenience, in whole or in part, at any time, by written notice of such termination to the Applicant should the Authority, in its sole discretion, determine that it is necessary to do so for any reason. The Authority shall notify the Applicant of its intent to terminate for convenience at least ninety (90) days in advance of the termination date by delivering notice of such to the Applicant specifying the extent of termination and the effective date. In the event the Authority terminates this Grant for convenience, the Applicant will be relieved of any obligation to repay the funds received from the Authority pursuant to paragraph 7.A above. The Applicant affirms that the benefits promised to it under this Grant are adequate consideration to support not only its duties and obligations under this Grant, but also support the Authority's right to terminate this Grant for convenience and its limitation of remedies against the Authority to those specifically set forth herein, regardless of the harm, if any, caused by the Authority's termination of this Grant for convenience.
- C. Upon termination of this Grant as set forth herein, both the Authority and Applicant agree and acknowledge that their respective legal or equitable remedies against the other for termination of this grant are expressly limited to those contained in this Grant. Notwithstanding the foregoing, the parties agree to comply with all applicable statutory dispute resolution procedures as provided under Florida law.

15. Office of the Inspector General

Palm Beach County has established the Office of the Inspector General pursuant to, Ordinance No. 2009-049, as amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions, and powers set out in the Inspector General Ordinance as amended. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including, but not limited to, providing access to records relating to this Grant. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Applicant, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of the Inspector General Ordinance, as amended, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner

as a second degree misdemeanor.

16. No Liability or Waiver of Sovereign Immunity

Neither party shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained in this Grant shall act or constitute a waiver of either party's sovereign immunity in excess of that waived by the Legislature in Section 786.28, F.S.

17. No Agency Relationship

Nothing contained herein is intended to nor shall it create an agency relationship between the Authority and the Applicant.

18. Remedies and Limitations of Liability

A. This Grant shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State Court of competent jurisdiction located in Palm Beach County, Florida.

B. The Authority and Applicant both acknowledge that their respective remedies against the other for termination of this Grant as set forth herein are limited solely to those in this Grant.

C. The Authority's remedies against the Applicant shall be limited to the recovery of any sums of money provided to it under this Grant. The Authority shall have no further or additional liability to the Applicant or any other person or entity arising from, or related in any way to this Grant, and in no event shall the Applicant's liability to the Authority, for any reason, exceed the total amount of this Grant.

D. The Applicant's remedies against the Authority shall be limited to the sum of money the Applicant has actually received from the Authority under this Grant to complete the Project. In the event the Applicant incurs any liability, contractual or otherwise, beyond the amount of this Grant, the Applicant shall be solely liable for any such amount. In no event shall the Authority's liability to the Applicant for any reason, exceed the total amount of this Grant.

19. Enforcement Costs

To the extent that enforcement of the Grant becomes necessary by either the Authority or the Applicant, each party shall bear their own attorney's fees, taxable costs, or any other costs related to such enforcement, including any form of alternative dispute resolution.

20. Notice

All written notices required under this Agreement shall be in writing and hand delivered or sent by certified mail, return receipt requested, and if sent to the Authority shall be mailed to:

John Archambo, Director
Customer Information Services
7501 N. Jog Road
West Palm Beach, FL 33412

with copies to:

County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401

and, if sent to the Applicant shall be mailed to:

Chandler F. Williamson, City Manager
City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

Each party may change its address upon notice to the other.

21. No Waiver

No waiver of any provisions of this Grant, or any amendment hereto, shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future or continuing waiver.

22. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

23. Joint Preparation

The preparation of this Grant has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

24. Severability

Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

25. Entirety of Contract and Modifications

The Authority and Applicant agree that this Grant sets forth the entire agreement and understanding between the parties of their respective rights or obligations hereunder, including the intent of this Grant. There are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

26. Survivability

Provisions of this Grant which are of a continuing nature or impose obligations which extends beyond the term of this Grant shall survive its expiration or earlier termination.

27. Filing

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

28. Commercial Nondiscrimination Policy

As a condition of entering into this agreement, the Applicant represents and warrants that it will comply with the Authority's Commercial Nondiscrimination Policy as described under Section 6.3 of the Authority's Purchasing Manual that is incorporated herein by specific reference. As part of such compliance, the Applicant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Applicant retaliate against any person for reporting instances of such discrimination. The Applicant shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Authority's relevant marketplace in Palm Beach County. The Applicant understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification or debarment of the company from participating in Authority contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County and City of Pahokee have hereunto set their hands the day and year above written.

ATTEST:

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

By: _____
Sandra Vassalotti, Clerk to the Board

By: _____
Daniel Pellowitz, Executive Director

(SEAL)

APPROVE AS TO LEGAL SUFFICIENCY

APPROVE AS TO TERMS AND CONDITIONS

By: _____
Howard J. Falcon, III
General Counsel

By: _____
John Archambo
Director, Customer Information Services

WITNESSES:

CITY OF PAHOKEE

Witness Signature

By: _____
Signature

Print Witness Name

Print Name

Witness Signature

Title

Print Witness Name

(SEAL)

Approved by the Solid Waste Authority Board on _____, 2019, Item _____
Approved by the City of Pahokee on _____, 2019 Item _____

RESOLUTION 2019 - 02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR'S EXECUTION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR A PERMIT FOR THE ANNUAL MARTIN LUTHER KING, JR. PARADE.

WHEREAS, the City of Pahokee will hold its Annual Martin Luther King, Jr. Parade on Saturday, January 19, 2019, from 7:00 a.m. to 12:00 p.m.; and

WHEREAS, an application is required by the Florida Department of Transportation for the closure of roads along the route set forth on the attached Exhibit "A"; and

WHEREAS, the Florida Department of Transportation requires a resolution indicating the approval of the City Commission affirming permission for the parade to take place.

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

Section 1. The City Commission approves the Martin Luther King, Jr. Parade on January 19, 2019, starting at 7:00 a.m. and ending approximately 12:00 p.m.

Section 2. The parade is hereby authorized and the Mayor is directed to execute the application to FDOT for a permit for the Martin Luther King, Jr. Parade.

PASSED AND ADOPTED this 8th day of January, 2019.

ATTESTED:

Keith W. Babb, Jr., Mayor

Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Babb

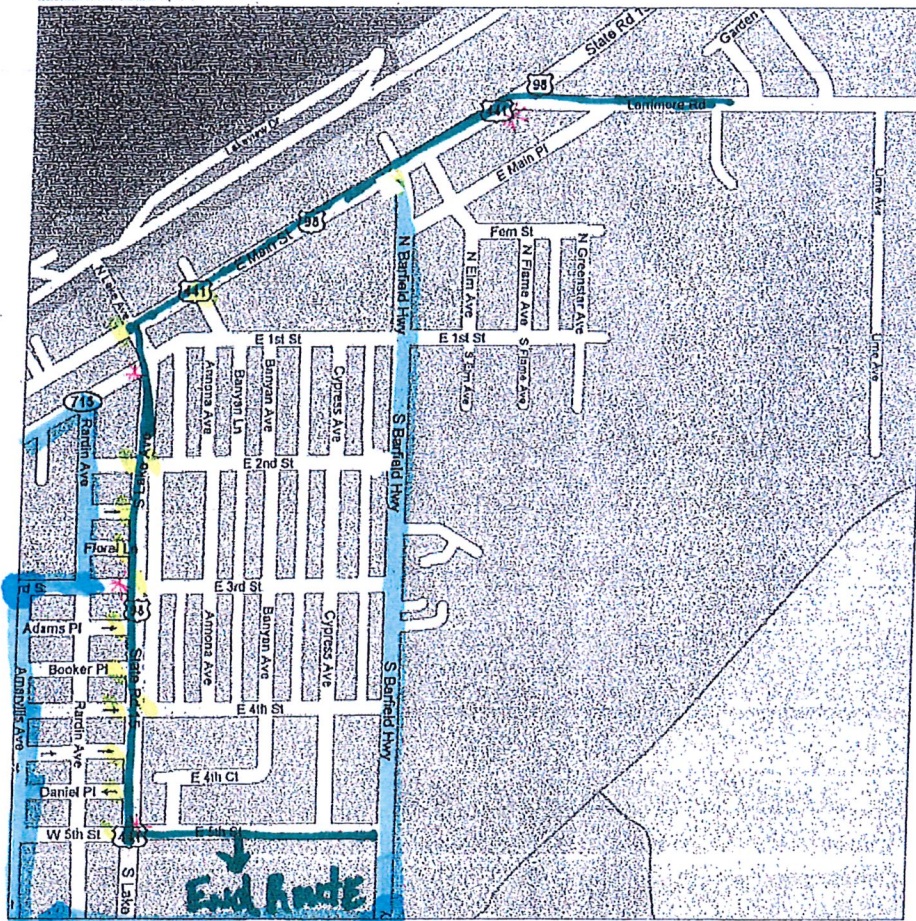
Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker

Exhibit A



McClure Rd. South here Ave

- * Police
- Barricades
- Parade Route
- Detour Route

RESOLUTION 2019 – 03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, DIRECTING THE MAYOR TO SIGN THE ATTACHED AS-IS CONTRACT FOR SALE AND PURCHASE WITH SANTA ROSA ALF, LLC FOR PROPERTY LOCATED AT 200 S. BARFIELD HIGHWAY.

WHEREAS, the City of Pahokee has decided to sell the property located at 200 S. Barfield Highway; and

WHEREAS, Santa Rosa ALF, LLC, would like to purchase this property for \$150,000.

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

Section 1. The Mayor is authorized and directed to sign the attached As-Is Contract for Sale and Purchase.

PASSED AND ADOPTED this 8th day of January, 2019.

ATTESTED:

Keith W. Babb, Jr., Mayor

Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker

Gary M. Brandenburg, City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

AS-IS CONTRACT FOR SALE AND PURCHASE

PARTIES: City of Pahokee ("Seller"), and Santa Rosa ALF, LLC, a Florida limited liability company ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Contract For Sale and Purchase ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 200 South Barfield Highway, Pahokee, FL

(b) Located in: Palm Beach County, Florida Property Tax ID #: 48-37-42-17-02-007-0013

(c) Real Property: The legal description is: The West 490.00 feet of Tract 7, and the North 109 feet of the West 490 feet of Tract 8, of OKEELANTA PLANTATION COMPANY'S SUBDIVISION, in Fractional Sections 8, 17 and 18, Township 42 South, Range 37 East, according to the Plat thereof, as recorded in Plat Book 16, Page 34, of the Public Records of Palm Beach County, Florida

(d) Personal Property included in this purchase is: NONE

(e) The following items are excluded from the purchase: NONE

2. PURCHASE PRICE (U.S. currency) \$150,000.00

(a) Deposit to be held in escrow in the amount of \$ 15,000.00

(Checks subject to COLLECTION)

The deposit made payable and delivered to "Escrow Agent" named below shall accompany this offer.

Escrow Agent Information: Gary M. Brandenburg, Esq.
Brandenburg & Associates, P.A.
11891 U.S. Highway One, Suite 101
North Palm Beach, FL 33408
(561) 371-1824
gary@brandenburgpa.com

(b) Other: _____ \$ NONE

(c) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds \$ 135,000.00

Buyer's Initials MS _____

Seller's Initials _____

- 38 3. **TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE**
39 **DATE:**
40
41 (a) If not signed by Buyer and Seller, and an executed copy delivered to all
42 parties on or before January 11, 2019, this offer shall be deemed
43 withdrawn and the Deposit, if any, shall be returned to Buyer. Unless
44 otherwise stated, time for acceptance of any counter-offers shall be
45 within 2 days after the day the counter-offer is delivered.
46
47 (b) The effective date of this Contract shall be the date when the last one of
48 the Buyer and Seller has signed or initialed and delivered this offer or final
49 counter-offer ("Effective Date").
50
51
52 4. **CLOSING DATE:** Unless modified by other provisions of this Contract, the
53 closing of this transaction shall occur and the closing documents required to
54 be furnished by each party pursuant to this Contract shall be delivered
55 ("Closing") on or before March 1, 2019 ("Closing Date"), at the time
56 established by the Closing Agent.
57
58
59 5. **EXTENSION OF CLOSING DATE:** If an event constituting "Force Majeure"
60 causes the Closing to be delayed, then Closing Date shall be extended as
61 provided in STANDARD G.
62
63
64 6. **OCCUPANCY AND POSSESSION:** Seller shall, at Closing, deliver occupancy and
65 possession of the Property to Buyer free of tenants, occupants and future
66 tenancies, AND ALL personal items.
67
68
69 7. **ASSIGNABILITY:** Buyer may not assign this Contract.
70
71
72 8. **FINANCING:** Buyer will pay cash for the purchase of the Property at Closing.
73 There is no financing contingency to Buyer's obligation to close. If Buyer
74 obtains a loan for any part of the Purchase Price of the Property, Buyer
75 acknowledges that any terms and conditions imposed by Buyer's lender(s)
76 shall not affect or extend the Buyer's obligation to close or otherwise affect
77 any terms or conditions of this Contract.
78
79

Buyer's Initials MB _____

Page 2 of 12

Seller's Initials _____

80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS:

(a) COSTS TO BE PAID BY SELLER: NONE.

(b) COSTS TO BE PAID BY BUYER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Title Policy and Charges
- Title Search charges
- Municipal lien search
- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Survey (and elevation certification, if required)
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance

(c) TITLE EVIDENCE AND INSURANCE: Within the 30 day Inspection Period ("Title Evidence Deadline"), Buyer, at Buyer's option, may purchase a title insurance commitment issued by a Florida licensed title insurer. Buyer shall designate Closing Agent and pay for Owner's Policy if Buyer elects to purchase title insurance.

(d) SURVEY: Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"), which shall be completed within the Inspection Period.

10. DISCLOSURES:

(a) RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) PERMITS DISCLOSURE: Seller makes no representations regarding permits.

Buyer's Initials MB _____

Seller's Initials _____

122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165

- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE, ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in.
- (e) **LEAD-BASED PAINT:** The Property includes pre-1978 structures; a lead-based paint survey is suggested.
- (f) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. SELLER IS A TAX EXEMPT MUNICIPALITY. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT WILL RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (g) **SELLER DISCLOSURE:** Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property or the suitability of the Property for Buyer's intended use, or structural or environmental compliance of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. **PROPERTY MAINTENANCE:** Seller shall not be obligated to maintain the Property in the condition existing as of the Effective Date.
- 12. **PROPERTY INSPECTION; RIGHT TO CANCEL:** Buyer shall have 30 days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property

Buyer's Initials 

Seller's Initials

166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204

resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, and Buyer shall be responsible for any and all repairs and improvements required by Buyer.

ESCROW AGENT AND BROKER

13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

Buyer's Initials  _____

Seller's Initials _____

205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248

DEFAULT

14. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract.

- (b) **SELLER DEFAULT:** If for any reason Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer shall receive return of Buyer's Deposit and thereby waives any action for damages resulting from Seller's breach.

This paragraph 14 shall Survive Closing or termination of this Contract.

STANDARDS FOR THIS REAL ESTATE TRANSACTIONS ("STANDARDS")

15. STANDARDS:

A. TITLE:

- (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment may be purchased at the option of the Buyer.

- (ii) **TITLE EXAMINATION:** Buyer shall have until the end of the Inspection Period to examine the Title Commitment, if any, notify Seller in writing specifying defect(s), if any, that render title unmarketable. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller or elects not to purchase Title Insurance, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration

Buyer's Initials *HS* _____

Seller's Initials _____

249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292

of Cure Period, deliver written notice to Seller: (a) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (b) elect to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

- B. **SURVEY:** If Buyer purchases a Survey and the Survey discloses encroachments on the Real Property, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above.

- C. **LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

- D. **TIME:** Calendar days shall be used in computing time periods. Time is of the essence in this Contract. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

Buyer's Initials  _____

Seller's Initials _____

293 E. **FORCE MAJEURE:** Buyer or Seller shall not be required to perform
294 any obligation under this Contract or be liable to each other for
295 damages so long as performance or non-performance of the
296 obligation, or the availability of services, insurance or required
297 approvals essential to Closing, is disrupted, delayed, caused or
298 prevented by Force Majeure. "Force Majeure" means: hurricanes,
299 floods, extreme weather, earthquakes, fire, or other acts of God,
300 unusual transportation delays, or wars, insurrections, or acts of
301 terrorism, which, by exercise of reasonable diligent effort, the non-
302 performing party is unable in whole or in part to prevent or
303 overcome. All time periods, including Closing Date, will be extended
304 a reasonable time up to 7 days after the Force Majeure no longer
305 prevents performance under this Contract, provided, however, if
306 such Force Majeure continues to prevent performance under this
307 Contract more than 30 days beyond Closing Date, then either party
308 may terminate this Contract by delivering written notice to the other
309 and the Deposit shall be refunded to Buyer, thereby releasing Buyer
310 and Seller from all further obligations under this Contract.

312 F. **CONVEYANCE:** Seller shall convey title to the Property by Quit Claim
313 Deed.

315 G. **CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

317 (i) **LOCATION:** Closing will be conducted by the attorney or
318 other closing agent ("Closing Agent") designated by the
319 Buyer if Buyer purchases a policy of title insurance, and will
320 take place in the county where the Real Property is located
321 at the office of the Closing Agent, or at such other location
322 agreed to by the parties. If there is no title insurance, Seller
323 will designate Closing Agent. Closing may be conducted by
324 mail, overnight courier, or electronic means.

326 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing,
327 execute and deliver, as applicable, quit claim deed and bill of
328 sale, construction lien affidavit(s), owner's possession and no
329 lien affidavit(s), and assignment(s) of leases. Seller shall
330 provide Buyer with paid receipts for all work done on the
331 Property pursuant to this Contract. Buyer shall furnish and
332 pay for, as applicable, the survey, flood elevation
333 certification, documents required by Buyer's lender, title
334 insurance, and Buyer's Closing Costs.

335

Buyer's Initials  _____

Seller's Initials _____

336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379

(iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The quit claim deed shall be recorded upon **COLLECTION** of all closing funds.

H. **PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy, if occupancy occurs before Closing Date: real estate taxes. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD H shall survive Closing.

I. **ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

J. **RISK OF LOSS:** If, after Effective Date, but before Closing, Property is materially damaged by fire or other casualty, Buyer may proceed to Close, or have the Deposit returned.

K. **CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including

Buyer's Initials *MB* _____

Seller's Initials _____

380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423

such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

- L. **INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.
- M. **WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.
- N. **RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.
- O. **COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.
- P. **RESERVED.**
- Q. **APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for mediation, arbitration or litigation, shall lie in the county where the Real Property is located.
- R. **FIRPTA TAX WITHHOLDING:** is not applicable, as the Seller is a Florida municipality.
- S. **RESERVED**


424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467

T. **BUYER WAIVER OF CLAIMS:** Buyer waives any claims against Seller for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This Standard T shall survive Closing.

ADDENDA AND ADDITIONAL TERMS


- 16. **ADDENDA:** No addenda are incorporated into this Contract.
- 17. **DEED RESTRICTION:** The Property shall be subject to Deed Restriction and Covenant Running with the Land providing that the Buyer will, within five (5) years of the date of Closing, either renovate the building and obtain a Certificate of Occupancy for 50% of the square footage; or, at Buyer's sole expense, completely demolish the structures and haul away and dispose of all rubble, trash and demolition debris. If Buyer does not demolish the structure or renovate the structure within five (5) years of the date of Closing, then the City is hereby, without any further action or approval from Buyer, given the right to enter upon the Property and demolish any then remaining structures and impose a lien for the full cost of the demolition, disposal of all debris, and clean up of the site, against the Property. The Deed Restriction and Covenant Running with the Land shall be contained in the Quit Claim Deed conveying the Property to Buyer. This requirement will survive Closing.
- 18. **BROKER FEES:** Both parties represent and warrant that there are no broker or real estate commissions due as a result of this transaction, except Seller shall pay Unified Property Sales, Inc., 179 Cypress Avenue, Pahokee, FL 33476, a Five (5%) Percent sales commission at Closing.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Buyer:  Mandell Sundarsingh Date: 12/31/18
 Santa Rosa ALF, LLC, by its Managing Member

Seller: _____ Date: _____
 City of Pahokee, by its Mayor, Keith W. Babb, Jr.

Attest: _____ Date: _____
 City Clerk, City of Pahokee

Buyer's Initials  _____ Page 11 of 12 Seller's Initials _____

468 Buyer's address for purposes of notice
Mandell
469 Mandell Sundarsingh
470 4400 PGA Boulevard, Suite 502
471 Palm Beach Gardens, FL 33410
472 _____
473 4440
474 _____
475 _____
476 _____
477 _____
478 _____
479 _____

Seller's address for purposes of notice

City of Pahokee

207 Begonia Drive

Pahokee, FL 33476

Attn: Chandler Williamson

With copy to:

Gary Brandenburg, Esq.

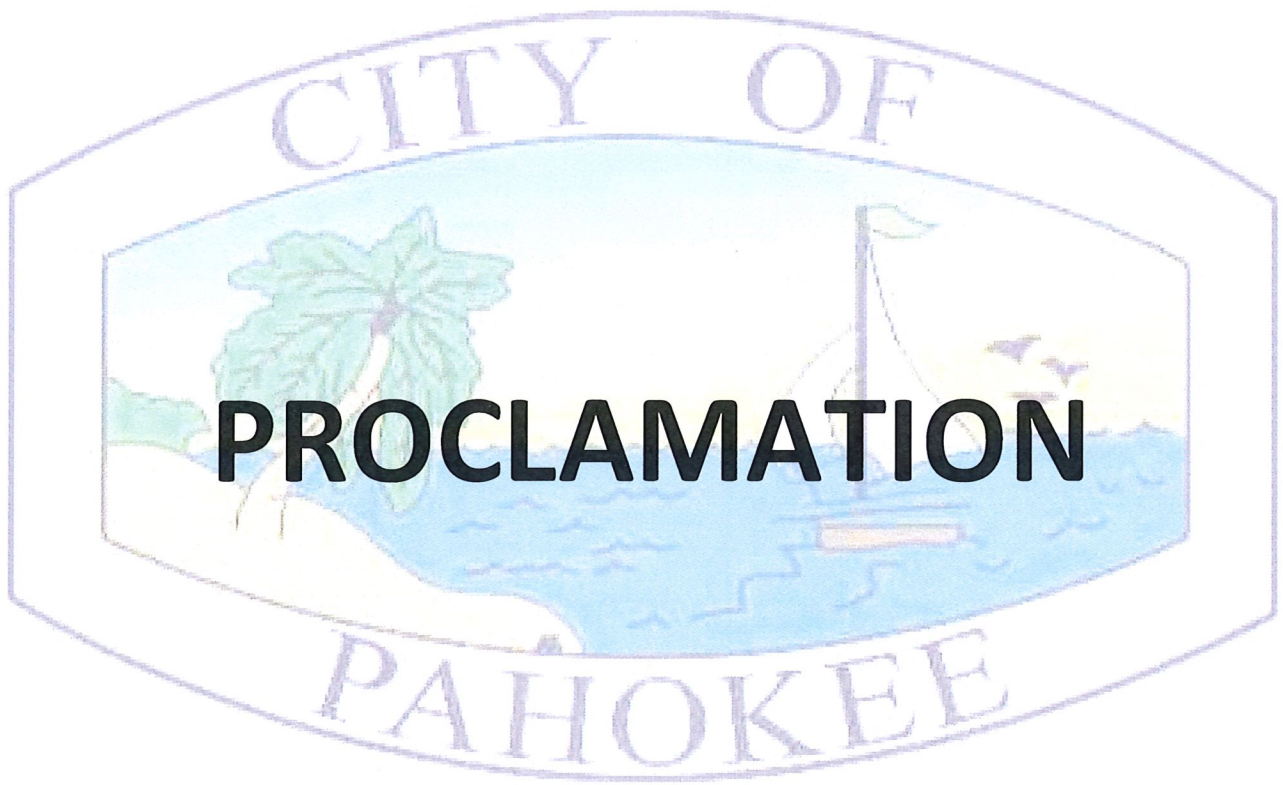
Brandenburg & Associates, P.A.

11891 U.S. Highway One, Suite 101

North Palm Beach, FL 33408

Buyer's Initials MS

Seller's Initials _____



PROCLAMATION

*Proclamation
In Honor of Tyler Williams*

Whereas, Tyler Williams was born on December 4, 2011, in Belle Glade, Florida, to Robert Williams and Trelisia Kinlser. He had a total of six siblings and really loved his family; and

Whereas, Tyler Williams' nickname was "Tee-y"; and

Whereas, Tyler Williams was a First Grade Student at Pahokee Elementary School. He enjoyed attending school and being in the presence of his classmates; and

Whereas, Tyler Williams was fascinated with policemen and those serving in the Armed Forces of the United States. He desired to either become a policeman or join the Armed Forces of the United States; and

Whereas, Tyler Williams will always be remembered as being a very happy, loving, and energetic child; and

Whereas, Tyler Williams' Funeral Service will be held on Saturday, December 22, 2018 at 11:00 a.m., at Shiloh Missionary Baptist Church;

Now, therefore, the City Commission, of City of Pahokee, Florida do hereby approve this proclamation and extend our sincerest sympathy to the family of Tyler Williams, in their time of bereavement.

Done this 14th day of December, 2018

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara M. Murvin

Vice Mayor Clara M. Murvin

Benny L. Everett, III

Commissioner Benny L. Everett, III

Felisia C. Hill

Commissioner Felisia C. Hill

Diane L. Walker

Commissioner Diane L. Walker

Proclamation

Welcoming Evangelist Dorothy Norwood to the City of Pahokee

Whereas, Evangelist Dorothy Norwood was born in Atlanta, Georgia. She began singing and touring with her family at the age of eight; and

Whereas, Evangelist Dorothy Norwood later moved to Chicago, Illinois, where she sang with notable artists such as the late Mahalia Jackson, the Caravans, and the late Reverend James Cleveland; and

Whereas, in 1946, Evangelist Dorothy Norwood launched her own career and recorded her first Gold Album, "Johnny and Jesus". She quickly followed with a second Gold Album and became known as "The World's Greatest Gospel Story Teller"; and

Whereas, in 1966, Evangelist Dorothy Norwood's successful tour in Europe began an international following for her. In 1972, she was signed by Mick Jagger and the Rolling Stones; and

Whereas, In 1991, Evangelist Dorothy Norwood signed with Malaco Records. To date, she has recorded forty-eight albums, received five Gold Records, six Grammy Nominations, one Stellar Award, three Stellar Nominations, the 2005 Lady of Soul Award (soul train) for best gospel album, and numerous citations for her contributions to the field of gospel music; and

Whereas, Evangelist Dorothy Norwood will be at Shiloh Missionary Baptist Church on Sunday, December 30, 2018 at 5:00 p.m.;

Now, therefore, the City Commission, of City of Pahokee, Florida do hereby approve this proclamation and welcome Evangelist Dorothy Norwood to the City of Pahokee.

Done this 28th day of December, 2018

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara M. Murvin

Vice Mayor Clara M. Murvin

Benny L. Everett, III

Commissioner Benny L. Everett, III

Felisia C. Hill

Commissioner Felisia C. Hill

Diane L. Walker

Commissioner Diane L. Walker

Proclamation
Reverend Clarence Emmanuel Bess

Whereas, Reverend Clarence Emmanuel Bess was born on October 14, 1968, in Pahokee, Florida, to the late Charles Bess and Josephine Bess. He was the third of four sons born to this union; and

Whereas, Reverend Bess graduated from Pahokee Middle/Senior High School in 1986, attended Mississippi Valley State University on a full athletic scholarship, and then transferred to the University of Arkansas at Pine Bluff, majoring in Criminal Justice. Later, Reverend Bess pursued theological studies at Palm Beach Atlantic University; and

Whereas, Reverend Bess met his wife, Reverend Angela Bess, while attending the University of Arkansas at Pine Bluff. They entered into holy matrimony on July 8, 1989 and were later blessed with two daughters: Terricka Bess and Bre'Juana Bess; and

Whereas, Reverend Bess loved his wife, children, and grandchildren, and proved to be an excellent provider, protector, and leader of his family; and

Whereas, after accepting the call to preach, Reverend Bess served several local church locations. He served faithfully in many capacities and embarked on team ministry, alongside with his wife; and

Whereas, on December 27, 2018, the Lord called Reverend Bess home;

Now, therefore, I, Mayor Keith W. Babb, Jr., of the City of Pahokee, Florida, by virtue of authority vested in me, do hereby extend heartfelt condolences to the family and friends of Reverend Clarence Emmanuel Bess.

Done this 4th day of January, 2019

City of Pahokee, Florida

Keith W. Babb, Jr.

Keith W. Babb, Jr., Mayor

City of Belle Glade, Florida

Steve B. Wilson

Steve B. Wilson, Mayor

City of South Bay, Florida

Joe Kyles

Joe Kyles, Mayor

Proclamation

Proclaiming January 2019,
Mentoring Awareness Month In City of Pahokee, Florida

Whereas, there are few investments more important than those we make in the healthy development and well-being of young people; and

Whereas, research shows that young people matched with a caring adult through a quality mentoring program are 52 percent less likely to skip school, 46 percent less likely to use illegal drugs, 37 percent less likely to skip class, 33 percent less likely to hit someone, and 27 percent less likely to start drinking; and

Whereas, mentors serve as essential sources of inspiration, lifting children and youth up and positioning them for success and their futures; and

Whereas, mentoring is a priority identified in the Youth Master Plan; and

Whereas, the United Way serves as the anchor of the Palm Beach County Mentor Network, a professional affiliation of 39 formal mentoring programs, with approximately 4,500 children assigned to mentors, working together to elevate mentoring throughout the community; and

Whereas, the City of Pahokee supports the organized mentoring initiatives and encourages participation in mentoring programs.

Now, therefore, the City Commission of the City of Pahokee, Florida, do hereby proclaim January 2019 as Mentoring Awareness Month, in the City of Pahokee.

Done this 8th day of January, 2019

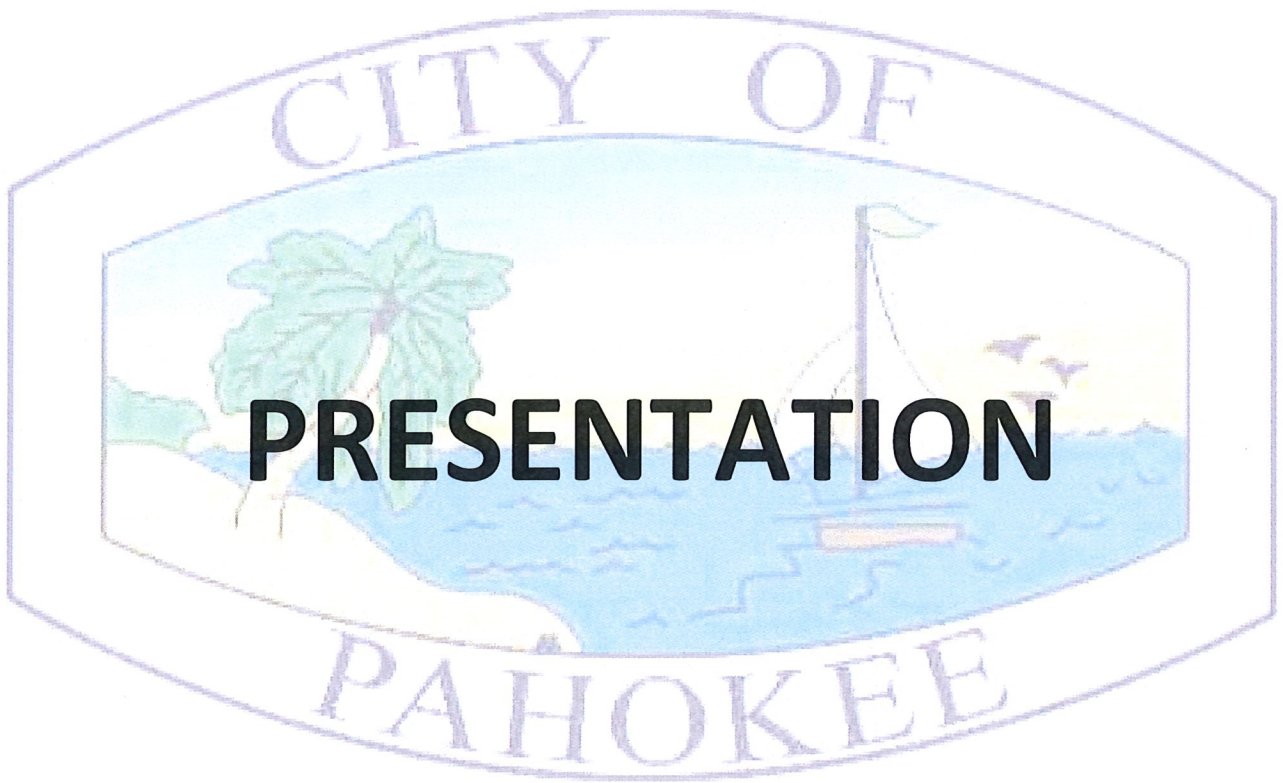
Keith W. Babb, Jr.
Mayor Keith W. Babb, Jr.

Clara M. Murvin
Vice Mayor Clara M. Murvin

Benny L. Everett, III
Commissioner Benny L. Everett, III

Felisia C. Hill
Commissioner Felisia C. Hill

Diane L. Walker
Commissioner Diane L. Walker



LAWN OF THE MONTH



This certificate is awarded to

VALENTIN FLORES

327 KISMET AVE, PAHOKEE, FL 33476

In recognition of beautifying the community

Presented this 8th day of January 2019

Keith W. Babb, Jr.

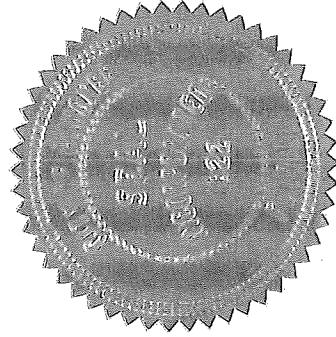
Mayor Keith W. Babb, Jr.

Benny L. Everett, III

Commissioner Benny L. Everett, III

Diane L. Walker

Commissioner Diane L. Walker



Clara M. Murvin

Vice Mayor Clara M. Murvin

Felicia C. Hill

Commissioner Felicia C. Hill

Chandler F. Williamson

Chandler F. Williamson, City Manager