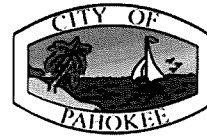


Keith W. Babb, Jr.
MAYOR



Regina Bohlen
VICE-MAYOR

"Building a City and Community of Choice"

207 Begonia Dr.
Pahokee, FL 33476
Phone: (561) 924-5534
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Greg Thompson
INTERIM CITY MANAGER

Tijauna Warner
CITY CLERK

www.cityofpahokee.com

COMMISSIONERS:

Clara "Tasha" Murvin

Juan Gonzalez

Sara Perez

Gary Brandenburg
CITY ATTORNEY

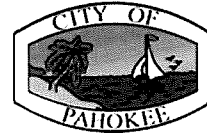
**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION AGENDA
Wednesday, September 15, 2021 6:30 p.m.
Meeting Streamed By YouTube - LIMITED CAPACITY**

- A. INVOCATION AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS/PUBLIC SERVICE ANNOUNCEMENTS – ALL ITEMS ON AGENDA (3 MINUTES)
- E. APPROVAL OF MINUTES
 - 1. **August 11, 2021 Special City Commission Meeting**
 - 2. **August 18, 2021 Special City Commission Meeting**
- F. CONSENT AGENDA:
- G. ORDINANCE(S)
 - 1. **ORDINANCE 2021 – 06 (first reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, DESIGNATING THE CITY CLERK AS THE CITY'S OFFICIAL REPRESENTATIVE IN ALL TRANSACTIONS WITH THE SUPERVISOR OF ELECTIONS IN RELATION TO MATTERS PERTAINING TO THE USE OF REGISTRATION BOOKS AND RECORDS FOR THE HOLDING OF ALL MUNICIPAL ELECTIONS; PROVIDING FOR THE CANVASSING BOARD OF PALM BEACH COUNTY, FLORIDA, TO CANVASS ALL MUNICIPAL ELECTIONS, COMPOSITION OF CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.**
- H. RESOLUTION(S)
 - 1. **RESOLUTION 2021 – 29 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A CONTRACT WITH TIJAUNA WARNER AS CITY CLERK EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.**
 - 2. **RESOLUTION 2021 – 32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.**
- I. PUBLIC HEARINGS
 - 1. **RESOLUTION 2021 – 30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR FISCAL YEAR COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.**
 - 2. **RESOLUTION 2021 – 31 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA PROVIDING FOR THE ADOPTION AND FUNDING OF THE TENTATIVE MUNICIPAL BUDGET IN THE AMOUNT OF \$7,163,704.00 FOR THE CITY OF PAHOKEE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING**

NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

SUBJECT TO CHANGE



Keith W. Babb, Jr.
MAYOR

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**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION AGENDA**

Wednesday, September 15, 2021 6:30 p.m.

SEPTEMBER 30, 2022; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

- 3. **ORDINANCE 2021 – 05 (second reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, MODIFYING ARTICLE II, SECTION 2-26, CITY COMMISSION MEETINGS GENERALLY; COMPENSATION AND EXPENSE ALLOWANCE FOR CITY COMMISSION; ATTENDANCE AT MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS; ORDER OF BUSINESS; CITY COMMISSIONERS' VOTES RECORDED ON ORDINANCES AND RESOLUTIONS; ORDER, VOTES REQUIRED TO PASS RESOLUTIONS; CLERK DESIGNATED CUSTODIAN, DUTIES; REMOVING OR WITHHOLDING FROM CUSTODIAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.**

J. PROCLAMATION(S)

- 1. **Bishop Bud Mickins Jr.**
- 2. **Lakeside Medical Center's Birthing Center**

K. PRESENTATION(S)

- 1. **Gehring Group – Health Insurance**

L. REPORT OF THE MAYOR

M. REPORT OF THE CITY MANAGER

N. REPORT OF THE CITY ATTORNEY

- 1. **Update on Litigation Matters**

O. **OLD BUSINESS:**

P. **NEW BUSINESS:**

- 1. **Observed Holidays 2021 - 2022**

Q. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

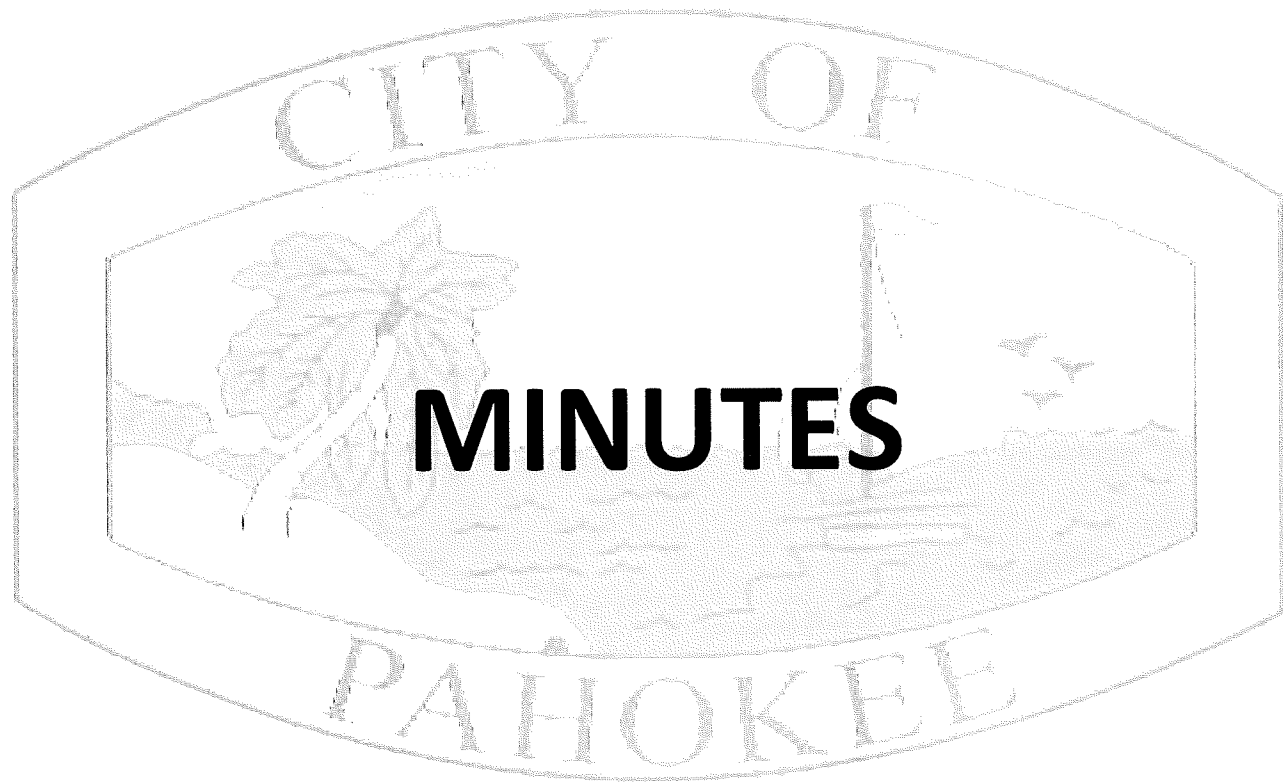
R. FOR THE GOOD OF THE ORDER (COMMUNITY EVENTS, FEEL GOOD ANNOUNCEMENTS)

S. ADJOURN

NOTICE

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SUBJECT TO CHANGE



CITY COMMISSION OF THE CITY OF PAHOKEE
SPECIAL COMMISSION MEETING

Wednesday, August 11, 2021

10:30 A.M.

Reported by Ashleigh Simmons, C.E.R.T.

APPEARANCES

Vice Mayor Regina Bohlen

Commissioner Sara Perez

Commissioner Juan Gonzalez

Gary Brandenburg, Esquire
City Attorney

PROCEEDINGS

MR. BRANDENBURG: Vice Mayor, would you call the meeting to order, please?

VICE MAYOR BOHLEN: I call the meeting, a Special Commission Meeting on Wednesday, August 11th, 2021 at 10:30 a.m. to order.

MR. BRANDENBURG: Vice Chairman, I'd just like to point out that the notice of today's meeting was published in the Palm Beach Post. We have the affidavit of publication for the record. And now we can proceed with the agenda.

VICE MAYOR BOHLEN: Okay. We will have the invocation. Mr. Colvin, would you give us the invocation, please?

MR. COLVIN: Father, today as we come forward to do the business of the City, Lord, we just pray that your will will be done. God give our leaders wisdom. And we ask you to do this and bless our city in Jesus' name. Amen.

VICE MAYOR BOHLEN: Pledge of Allegiance (inaudible) a flag on?

MALE VOICE: The flag is that way.

VICE MAYOR BOHLEN: The flag's that way.
Okay.

1 **MULTIPLE SPEAKERS:** I pledge allegiance to the
2 flag of the United States of America. And to the
3 Republic for which it stands, one nation, under
4 God, indivisible, and liberty and justice for all.

5 **VICE MAYOR BOHLEN:** Roll call. Mayor Babb?

6 **MR. BRANDENBURG:** Mayor Babb, Mayor Murvin --

7 **VICE MAYOR BOHLEN:** Commissioner Murvin,
8 excuse me. Commissioner Perez?

9 **COMMISONER PEREZ:** Here.

10 **MR. BRANDENBURG:** Commissioner Bohlen?

11 **COMMISONER PEREZ:** Vice Mayor --

12 **VICE MAYOR BOHLEN:** Vice Mayor Bohlen.

13 **MR. BRANDENBURG:** Yes. Commissioner Gonzalez?

14 **COMMISIONER GONZALEZ:** Present.

15 **MR. BRANDENBURG:** Okay. Vice Mayor, I would
16 suggest that you allow anyone from the public that
17 would like to comment on today's agenda to have a
18 few minutes to do so.

19 **VICE MAYOR BOHLEN:** Yes, sir. Is there anyone
20 in the public that would like to speak?

21 **MS. WALLACE:** I would like to ask some
22 questions on behalf of the public.

23 **MR. BRANDENBURG:** Okay. This is an
24 opportunity for you to speak. It's not an
25 opportunity for you to ask questions. If you would

1 like to speak, go ahead.

2 **MS. WALLACE:** I speak on the legality of this
3 meeting being called. I never saw it posted on the
4 City page. I about hear Mr. Brandenburg say that
5 he posted in the Times or the Palm Beach Post. I
6 don't know whether the citizens know that because
7 they're used to all of this being posted on the
8 city web page.

9 I want to understand totally why this
10 would have a meeting at 10:30 in the morning when
11 the citizens have been deprived of an opportunity
12 to speak against or for whatever you are about to
13 do.

14 **MR. BRANDENBURG:** Thank you.

15 **MS. WALLACE:** And I just think that -- I hope
16 that you would reconsider what you're doing because
17 I feel as a citizen who lived here for sixty-seven
18 years, that the action you take today is illegal
19 and should not do -- be happening. It's not in the
20 best interest of all of the citizens of Pahokee.
21 And we do not endorse the actions of this supposed
22 to be counsel.

23 You are the members elected by the City.
24 You are not elected by Brandenburg. You are hired
25 by the City to uphold the ordinance of the City of

1 Pahokee. And today, I feel that what you're doing
2 is a violation of the city ordinance. I feel you
3 are violating my rights. And I term this as a
4 silent insurrection against the citizens of
5 Pahokee, Florida. Thank you.

6 My name is Patricia S. Wallace. And I'm
7 a lifetime resident of Pahokee. I know some of you
8 just moved here, but I know the whole story. Thank
9 you.

10 **MR. BRANDENBURG:** Thank you.

11 **FEMALE VOICE:** Yes, I would like to comment on
12 this. As far as the hosting of this, I believe
13 that Mayor Babb actually posted the agenda on his
14 website. And I understand that a lot of people who
15 are concerned of him not getting notice are
16 watching it on his website.

17 Secondly of all, I appreciate that there
18 is an interpretation of the law. And on my side of
19 this interpretation, I feel that this is perfectly
20 legal. That from what I've seen here in the five
21 short years that I have been, have been nothing but
22 red flags.

23 If the citizens' vote did not count to
24 show how the citizens of Pahokee want to see this
25 change, then nothing ever will. We're talking

1 about IG reports, we're talking about
2 investigations, we're talking about hundreds of
3 thousands of dollars that have suspiciously gone
4 missing. We're talking about the continuation of a
5 budget for this city that has line items of
6 miscellaneous with no accountability in every
7 department for upwards, if I'm not mistaken, of
8 \$4,000.00 or more.

9 This city is not being accountable to its
10 citizens, nor has it been for some great time.
11 Regardless of whether you have lived here all of
12 your life or not, it is plain to see (inaudible).
13 So continue what you're doing, continue operating
14 within the law as interpreted. Thank
15 you - - - - -

16 **VICE MAYOR BOHLEN:** Is there anyone else?
17 Yes, sir.

18 **MR. COLVIN:** My name is Bobby Colvin, 3096
19 Bacom Point Road. I wasn't going to say anything
20 this morning, but for several months since the
21 election we have Commissioners that have tried to
22 get motions to the floor. And the Mayor would say,
23 you cannot make that motion, or that is an illegal
24 motion, or some other reason. And there would be a
25 motion, there would be a second -- someone else on

1 the commission would say I agree with that. You
2 can clearly see that three people wanted it. The
3 Mayor would not allow anyone to speak. This is
4 going on. One meeting about five minutes till 9:00
5 he closed down the meeting so Commissioners
6 couldn't put something on the agenda for the next
7 meeting. They have tried to call Special Meetings,
8 but something would happen. This meeting was
9 posted something like a week ago.

10 The Mayor was afraid. I believe it's
11 because that attorney, Brandenburg, knows where the
12 bodies are buried, figuratively speaking. He knows
13 of crimes that have taken place in this city. And
14 the Mayor does not want these crimes revealed.
15 Therefore he is fearful. Even in the last meeting,
16 it was obvious that three Commissioners wanted
17 something done and the Mayor did not want it done.
18 And therefore the meeting turned to chaos.

19 It's time for the people to be heard, all
20 of the people. And the Mayor does not want that to
21 happen. That's why he came -- you see all of the
22 violence going on today.

23 What a sham, what a sham. He's fearful
24 that his criminal neglect will be brought to the
25 light. And I believe that that's going to happen

1 whether it's at this meeting or another one. It
2 may take another week, I don't know. But it's time
3 for people to see that Pahokee is a great place to
4 live, but we have corruption at the head.

5 For about two years the Mayor has
6 absolutely refused to allow the IG reports to be
7 brought to light that showed crime in our city. He
8 absolutely refused. And now that it's about to
9 come to light, what do we have? Declaration of an
10 emergency. It's not an emergency. The only
11 emergency is the Mayor's darkness is about to be
12 brought to light. And I'm thankful for this
13 meeting.

14 **FEMALE VOICE:** Hallelujah.

15 **MR. BRANDENBURG:** -- Okay. Topic C, first
16 item on the agenda.

17 **MR. JOSEPH:** Hold on --

18 **VICE MAYOR BOHLEN:** There's someone -- yes,
19 sir?

20 **MR. JOSEPH:** You know, my name is Michael
21 Jones. I was born and raised here in Pahokee.
22 Sixty-five years, November 21st will be sixty-five
23 years.

24 I mean, all of this that is going on --
25 Mr. Brandenburg, you've been a part of this

1 community with the -- as being the attorney for at
2 least ten, twelve, fifteen years. So if any
3 corruption and all of that stuff was going on, you
4 should -- you say he's at the head, or the
5 whatever, or he knew it. So if it's been going on,
6 why wasn't it brought up? Why -- I mean, and it's
7 sad that he didn't bring it out. But then you got
8 a -- he was fired. Yeah, he had just got fired a
9 couple of months ago.

10 **MALE VOICE:** Because he tried to bring it out.

11 **MALE VOICE:** Because he tried to bring it out.

12 **MALE VOICE:** That's exactly why.

13 **MS. JOSEPH:** No, okay. But all of this here
14 is going on because of the marina up there. All of
15 this going on about the marina and Robert Lambert.

16 Okay. Robert Lambert, have anybody seen
17 a financial statement on Robert Lambert for him
18 taking over the marina? Because that's just --
19 that's what all of this foolishness is about.

20 **COMMISONER PEREZ:** I have.

21 **MR. JOSEPH:** Robert Lambert, have you seen a
22 financial statement? You get people to go up there
23 for two years. After two years, they don't have
24 any money. They owe people. They have to shut it
25 down. Who's seen the financial statement? You

1 seen the financial statement, Gonzalez? You --
2 Bohlen, Vice Mayor Bohlen, no. Perez, have you
3 seen a financial statement on --

4 **COMMISONER PEREZ:** (Inaudible) --

5 **MR. JOSEPH:** You're the only one who's seen
6 the financial statement. Okay. But it's sad, it
7 is sad the way things are going on here and about
8 the City of Pahokee. You got people on Facebook
9 ain't got nothing good to say about Pahokee --
10 ain't got nothing good to say about Pahokee, but
11 they live here. But they (inaudible) and they're
12 talking all kinds of smack.

13 It is sad what's going on here, it is sad
14 about what's going on. And my thing is that
15 marina, you want to give them a fifteen year lease,
16 twenty year lease, and they -- they don't have the
17 financial backing -- they don't have the financial
18 backing.

19 Mr. Brandenburg, you've been here -- all
20 of this, what's been going on, you've been a part
21 of it, you've been a part of it. Now, I hear you
22 want -- they want to fire the City Manager.
23 They're going to make you the City Manager, as well
24 as the attorney. And it's sad.

25 **VICE MAYOR BOHLEN:** Mr. Joseph, could you wrap

1 it up, please?

2 **MR. JOSEPH:** Excuse me?

3 **VICE MAYOR BOHLEN:** I'm saying could you wrap
4 it up? Your three minutes --

5 **MR. JOSEPH:** Yeah, yeah, okay. Well, I'll
6 wrap it up.

7 **VICE MAYOR BOHLEN:** Thank you.

8 **MR. JOSEPH:** But it's sad what's going on.
9 I've been here all of my life, all of my life.
10 What I've done here, or what my -- what we've done
11 here in Pahokee having did nothing but help this
12 community. Employed over fifty people at one time
13 here in Pahokee, in the City of Pahokee. And all
14 of these people doing all of this talking about
15 they this and they -- what have they done for
16 Pahokee? Nothing but criticize Pahokee.

17 **VICE MAYOR BOHLEN:** Okay.

18 **MR. JOSEPH:** They haven't employed anybody,
19 they haven't brought nothing in Pahokee to make
20 Pahokee a better place.

21 **VICE MAYOR BOHLEN:** Sir, your --

22 **MR. JOSEPH:** None of that.

23 **VICE MAYOR BOHLEN:** -- three minutes are up.

24 **MR. JOSEPH:** It's sad though.

25 **VICE MAYOR BOHLEN:** Thank you, sir.

1 **MR. BRANDENBURG:** Vice Mayor, the next topic
2 on the agenda is Resolution Terminating the August
3 9th, 2021 Declaration of State of Emergency of the
4 Mayor.

5 **VICE MAYOR BOHLEN:** Can I get a motion?

6 **COMMISSIONER GONZALEZ:** Second.

7 **COMMISSIONER PEREZ:** I make a motion to -- where
8 is it at?

9 **MR. BRANDENBURG:** Number one.

10 **COMMISSIONER PEREZ:** Yeah. For Resolution
11 Terminating the August 9th, 2021 Declaration of
12 State of Emergency of the Mayor.

13 **VICE MAYOR BOHLEN:** Can I get a second?

14 **COMMISSIONER GONZALEZ:** I second it.

15 **VICE MAYOR BOHLEN:** Questions? Hearing none.
16 Roll call?

17 **COMMISSIONER PEREZ:** Yes.

18 **VICE MAYOR BOHLEN:** Commissioner Perez.

19 **COMMISSIONER PEREZ:** Yes.

20 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

21 **COMMISSIONER GONZALEZ:** Yes.

22 **VICE MAYOR BOHLEN:** Vice-Mayor Bohlen, yes.

23 **MR. BRANDENBURG:** Item number two is a
24 Resolution Appointing an Interim City Clerk. And I
25 would recommend that the City appoint Tijuana

1 Warner, if she is willing and able to serve in that
2 capacity. In the event she is not, then Sandy
3 Malloy.

4 **VICE MAYOR BOHLEN:** Okay. Can I get a motion?

5 **COMMISONER PEREZ:** Okay. I would like to put
6 a motion for appointing Tijuana Warner as Interim
7 City Clerk, if she's able and willing to accept it.
8 And if not, Sandy --

9 **MR. BRANDENBURG:** Malloy.

10 **COMMISONER PEREZ:** -- Malloy.

11 **VICE MAYOR BOHLEN:** Can I get a second?

12 **COMMISONER PEREZ:** I second it.

13 **VICE MAYOR BOHLEN:** Okay. Questions? Hearing
14 none. Roll call.

15 Commissioner Perez?

16 **COMMISONER PEREZ:** Commissioner Perez, yes.

17 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

18 **COMMISIONER GONZALEZ:** Yes.

19 **VICE MAYOR BOHLEN:** Vice-Mayor Bohlen, yes.

20 **MR. BRANDENBURG:** Lies therein number three is
21 a Ratification of Prior Action terminating
22 Burnadette Norris-Weeks as City Attorney. So this
23 will be a motion ratifying the prior termination of
24 Burnadette Norris-Weeks.

25 **VICE MAYOR BOHLEN:** Okay. Can I get a motion?

1 **COMMISONER PEREZ:** Okay. I would like to put
2 a motion for the Ratifying of the Prior Action
3 terminating Burnadette Norris-Weeks as City
4 Attorney.

5 **VICE MAYOR BOHLEN:** Can I get a second?

6 **COMMISIONER GONZALEZ:** Second.

7 **VICE MAYOR BOHLEN:** Call for questions?

8 Hearing none, roll call.

9 Commissioner Perez?

10 **COMMISONER PEREZ:** Yes.

11 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

12 **COMMISIONER GONZALEZ:** Yes.

13 **VICE MAYOR BOHLEN:** Vice-Mayor Bohlen, yes.

14 **MR. BRANDENBURG:** Item number four is a

15 Ratification of Prior Action of --

16 **MALE VOICE:** Can I ask a question?

17 **MR. BRANDENBURG:** No, sir. It's not
18 opportunities for you to ask questions at this
19 point.

20 **MALE VOICE:** You did it last week.

21 **MR. BRANDENBURG:** Ratification of --

22 **MALE VOICE:** Can I ask a question --

23 **MR. BRANDENBURG:** -- Prior Action of the
24 Employment of Brandenburg & Associates, P.A., Gary
25 M. Brandenburg, as City Attorney, commencing July

1 23rd, 2021.

2 **COMMISONER PEREZ:** Okay. Wait until we're
3 done. I would like to submit a motion for the
4 Ratification of Prior Action of the Employment of
5 Brandenburg & Associates, P.A., Gary M.
6 Brandenburg, as City Attorney, commencing July 23,
7 2021.

8 **MR. BRANDENBURG:** Item number five, Vice
9 Mayor, is --

10 **COMMISONER PEREZ:** Wait, hold on.

11 **VICE MAYOR BOHLEN:** Questions? Hearing none,
12 calling roll call. Commissioner Perez?

13 **COMMISONER PEREZ:** Yes.

14 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

15 **COMMISIONER GONZALEZ:** Yes.

16 **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.

17 **MR. BRANDENBURG:** Item number five is the
18 resolution approving a contract with Brandenburg &
19 Associates, P.A. for City Attorney services.

20 **VICE MAYOR BOHLEN:** Can I get a motion?

21 **COMMISONER PEREZ:** I submit a motion for
22 resolution approving a contract with Brandenburg &
23 Associates for City Attorney services.

24 **VICE MAYOR BOHLEN:** Can I get a second?

25 **COMMISIONER GONZALEZ:** Second.

1 **VICE MAYOR BOHLEN:** Questions? Hearing none,
2 roll call. Commissioner Perez?

3 **COMMISONER PEREZ:** Yes.

4 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

5 **COMMISIONER GONZALEZ:** Yes.

6 **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.

7 **MR. BRANDENBURG:** Item number six, Resolution
8 instructing the City Manager and staff to withhold
9 payment of any sums representing the three months'
10 notice payment in the contract between Burnadette
11 Norris-Weeks and the City of Pahokee unless ordered
12 by a Court of Competent Jurisdiction.

13 **VICE MAYOR BOHLEN:** Can I get a motion?

14 **COMMISONER PEREZ:** I would like to put in a
15 motion for Resolution instructing the City Manager
16 and staff to withhold payment of any sums
17 representing the three months' notice payment in
18 the contract between Burnadette Norris-Weeks and
19 the City of Pahokee unless ordered by a Court of
20 Competent Jurisdiction.

21 **VICE MAYOR BOHLEN:** Can I get a second?

22 **VICE MAYOR BOHLEN:** Motion and second. Call
23 for Questions? Hearing none, roll call.
24 Commissioner Perez?

25 **COMMISONER PEREZ:** Yes.

1 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

2 **COMMISSIONER GONZALEZ:** Yes.

3 **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.

4 Number seven is Resolution instructing the Interim

5 City Manager and all staff to immediately

6 discontinue payment of any City funds to anyone

7 without the prior written approval of the City

8 Attorney, Mr. Gary Brandenburg. Can I get a

9 motion?

10 **COMMISSIONER PEREZ:** I would like to put a

11 motion Resolution instructing the Interim City

12 Manager and all staff to immediately discontinue

13 payment of any City funds to anyone without prior

14 written approval of the City Attorney, Mr. Gary

15 Brandenburg.

16 **VICE MAYOR BOHLEN:** Can I get a second?

17 **COMMISSIONER GONZALEZ:** Second.

18 **VICE MAYOR BOHLEN:** Call for questions?

19 Hearing none, roll call. Commissioner Perez?

20 **COMMISSIONER PEREZ:** Yes.

21 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

22 **COMMISSIONER GONZALEZ:** Yes.

23 **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.

24 Number eight, Resolution authorizing the City

25 Attorney, Gary Brandenburg, to direct the City's

1 insurance/defense counsel provided by the City's
2 insurance company with respect to all ongoing
3 litigation matters. Can I get a motion?

4 **COMMISONER PEREZ:** I would like to make a
5 motion of a resolution authorizing the City
6 Attorney, Gary Brandenburg, to direct the City's
7 insurance/defense counsel provided by the City's
8 insurance company with respect to all ongoing
9 litigation matters.

10 **VICE MAYOR BOHLEN:** Can I get a second?

11 **COMMISIONER GONZALEZ:** Second.

12 **VICE MAYOR BOHLEN:** Call for questions?
13 Hearing none, roll call. Commissioner Perez?

14 **COMMISIONER PEREZ:** Yes.

15 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

16 **COMMISIONER GONZALEZ:** Yes.

17 **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.
18 Number nine, Resolution removing Rodney D. Lucas as
19 Interim City Manager immediately.

20 **COMMISIONER PEREZ:** I would like to make a
21 resolution appointing --

22 **VICE MAYOR BOHLEN:** Make a motion.

23 **COMMISIONER PEREZ:** Oh, I'd like to make a
24 motion for a resolution removing Rodney D. Lucas as
25 Interim City Manager immediately.

1 **VICE MAYOR BOHLEN:** Can I get a second?
2 **COMMISONER PEREZ:** Second.
3 **VICE MAYOR BOHLEN:** Call for questions.
4 Hearing none, roll call. Commissioner Perez?
5 **COMMISONER PEREZ:** Yes.
6 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?
7 **COMMISIONER GONZALEZ:** Yes.
8 **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.
9 Number ten, Resolution appointing an Interim
10 City Manager, effective immediately, with
11 discussion of terms and compensation to be added to
12 the next Regular or Special Meeting of the City
13 Commission. Can I get a motion?
14 **COMMISONER PEREZ:** I'd like to make a motion
15 for a Resolution appointing an Interim City
16 Manager, effective immediately, with discussion of
17 terms and compensation to be added to the next
18 Regular or Special Meeting of the City Commission.
19 **VICE MAYOR BOHLEN:** Can I get a second?
20 **COMMISIONER GONZALEZ:** Second.
21 **VICE MAYOR BOHLEN:** Call for questions. Mr.
22 Brandenburg, do we need to name that person?
23 **MR. BRANDENBURG:** You should, yes.
24 **VICE MAYOR BOHLEN:** Yes. Do we have anybody
25 that we would like to appoint?

1 **COMMISONER PEREZ:** I think it was -- Gary
2 Brandenburg.

3 **VICE MAYOR BOHLEN:** Okay. Can I have a
4 second?

5 **COMMISIONER GONZALEZ:** Second.

6 **VICE MAYOR BOHLEN:** Call for questions.
7 Hearing none, roll call. Commissioner Perez?

8 **COMMISONER PEREZ:** Yes.

9 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

10 **COMMISIONER GONZALEZ:** Yes.

11 **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.
12 Okay. That concludes the meeting. I need a motion
13 to adjourn.

14 **COMMISONER PEREZ:** I make a motion to adjourn
15 this meeting.

16 **VICE MAYOR BOHLEN:** Second.

17 **COMMISIONER GONZALEZ:** Yes.

18 **VICE MAYOR BOHLEN:** This meeting is hereby
19 adjourned at -- who knows what time it is?

20 **MALE VOICE:** 10:49.

21 **VICE MAYOR BOHLEN:** 10:49. Thank you very
22 much.

23 (Whereupon, the meeting was adjourned at 10:49
24 a.m.)

25

C-E-R-T-I-F-I-C-A-T-E

STATE OF FLORIDA

COUNTY OF PALM BEACH

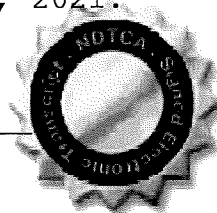
I, Ashleigh Simmons, Court Reporter, do hereby certify that I was authorized to and did report the City of Pahokee Commission Meeting; and that the transcript is a true and correct transcription of the proceedings. I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

Dated this 12th day of August, 2021.

Ashleigh Simmons

Ashleigh Simmons, C.E.R.T.

GG913472 Exp. 09/28/2023



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CITY COMMISSION OF THE CITY OF PAHOKEE
SPECIAL COMMISSION MEETING

Wednesday, August 18, 2021

10:30 A.M.

Reported by Ashleigh Simmons, C.E.R.T.

1 APPEARANCES

2

3 Vice Mayor Regina Bohlen

4

5 Commissioner Sara Perez

6

7 Commissioner Juan Gonzalez

8

9 Gary Brandenburg, Esquire

10 City Attorney

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12 Tijuana Warner

13 City Clerk

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1 PROCEEDINGS

2 MR. BRANDENBURG: Vice Mayor, could you call
3 the meeting to order please?

4 VICE MAYOR BOHLEN: Yes, sir. I call the city
5 commission -- or the City of Pahokee Special
6 Commission meeting agenda for Wednesday, August
7 18th, 2021 at 10:30 a.m., to order.

8 Please stand for the invocation given by
9 -- who's out there? Sharon Coleman -- Ms. Coleman
10 and followed by the pledge, please.

11 MS. COLEMAN: Lord, Jesus, we come to you
12 today at this meeting for the city, God. And we
13 ask you that you work in this meeting, Father.
14 Lord, we ask you, Father, that you help those that
15 are trying to help our city to get things on a good
16 foundation. And we just praise you and bless you
17 for all that you are doing for our city. In Jesus'
18 name, Amen.

19 MULTIPLE SPEAKERS: I pledge allegiance to the
20 flag of the United States of America. And to the
21 Republic for which it stands, one nation, under
22 God, indivisible, and liberty and justice for all.

23 VICE MAYOR BOHLEN: Roll call, Madam Clerk?

24 THE CLERK: Mayor Babb? Vice Mayor Bohlen?

25 VICE MAYOR BOHLEN: Here.

1 **THE CLERK:** Commissioner Gonzalez?

2 **COMMISSIONER GONZALEZ:** Present.

3 **THE CLERK:** Commissioner Murvin? Commissioner
4 Perez?

5 **COMMISSIONER PEREZ:** Present.

6 **THE CLERK:** Interim City Manager?

7 **MR. BRANDENBURG:** Yes, Gary Brandenburg,
8 present.

9 **THE CLERK:** City attorney?

10 **MR. BRANDENBURG:** Also Gary Brandenburg,
11 present.

12 **THE CLERK:** City Clerk, present.

13 **MR. BRANDENBURG:** Madam -- Vice Mayor, may I
14 make a short statement while we -- before we start
15 the agenda?

16 **VICE MAYOR BOHLEN:** Yes, sir.

17 **MR. BRANDENBURG:** I would just like to point
18 out to the Commission, also to the mayor, if he's
19 listening, that Section 204 of the city charter
20 talks about the mayor's duties, responsibilities,
21 and power. The mayor is not authorized on his own
22 to speak on behalf of the city on any matter.
23 Additionally, he has no administrative authority.
24 He cannot order city employees to do anything.
25 City employees are instructed not to take any

1 direction from the mayor on any topic. The mayor
2 designation is only ceremonial in nature. He
3 presides over the meetings when he decides to
4 attend them. And his decisions on matters
5 regarding the agenda can be overruled by the
6 majority of the Commission, should they desire to
7 do so at any time.

8 So I think it's very important for the
9 residents and the employees of the City of Pahokee
10 to understand the very limited nature of the
11 mayor's designation. He is in effect no more
12 important or powerful than any other commissioner.
13 And as you know, none of you can individually order
14 city employees to do anything. And likewise, the
15 mayor cannot. No city employee should take any
16 direct orders or instruction from any commissioner
17 or the mayor.

18 Vice Mayor, the first item on the agenda
19 is a resolution terminating any state of emergency
20 declared by the mayor unless approved by the
21 majority of the Commission. As the Commission is
22 aware, the mayor has attempted to declare states of
23 emergency in Pahokee, which are based on false
24 information, false assumptions. There is no
25 emergency in the City of Pahokee and there has not

1 been one.

2 The sheriff's department has done an
3 excellent job of keeping the peace and making sure
4 that citizens abide by the law, as well as
5 commissioners. We'd like to commend them for their
6 excellent work.

7 This resolution makes it abundantly clear
8 that the mayor's so-called proclamations are of no
9 force and effect. If he attempts to do so in the
10 future, they will be invalid unless approved by a
11 majority of this commission. So I recommend that
12 you approve this resolution.

13 **VICE MAYOR BOHLEN:** Can I get a motion to
14 approve the resolution terminating any state of
15 emergency declared by the mayor, unless approved by
16 the majority of the city commission?

17 **COMMISSIONER PEREZ:** Yes. I would like to make
18 a motion that we approve the resolution terminating
19 any state of emergency declared by the mayor,
20 unless approved by the majority of the commission.

21 **VICE MAYOR BOHLEN:** Can I get a second?

22 **COMMISSIONER GONZALEZ:** I will second it.

23 **VICE MAYOR BOHLEN:** All right. Call for
24 questions? Hearing none, roll call?

25 **THE CLERK:** Commissioner Perez?

1 **COMMISONER PEREZ:** Yes.

2 **THE CLERK:** Commissioner Gonzalez?

3 **COMMISIONER GONZALEZ:** Yes.

4 **THE CLERK:** Vice Mayor Bohlen?

5 **VICE MAYOR BOHLEN:** Yes.

6 **MR. BRANDENBURG:** Vice Mayor, I would suggest
7 that we allow an opportunity for any members of the
8 public to comment on any items on the agenda,
9 including the one you just passed, if you would?

10 **VICE MAYOR BOHLEN:** As they -- as we go?

11 **MR. BRANDENBURG:** Right now would be good.

12 **VICE MAYOR BOHLEN:** Yes, sir. Is there anyone
13 from the audience that would like to comment?

14 **MR. MURVIN:** Yes, I --

15 **VICE MAYOR BOHLEN:** Yes, sir. Please just
16 come up and grab a mic that's on. I don't know
17 which ones are on.

18 **MR. BRANDENBURG:** The one right there --

19 **VICE MAYOR BOHLEN:** Should be -- that one
20 right there should be on maybe.

21 **MR. BRANDENBURG:** Yes. Sir, just aim that
22 microphone at yourself and go ahead.

23 **MR. MURVIN:** Yes, Mr. Brandenburg.

24 **VICE MAYOR BOHLEN:** Yes, sir. Please state
25 your name and your address.

1 **MR. MURVIN:** Oh, Thomas Murvin. I live at 357
2 Kismet Avenue, Pahokee, Florida. Mr. Brandenburg,
3 I have respect for the resolution that you had.
4 But I don't understand how you can say that how
5 government run. That the mayor was elected, he was
6 a elected official, how that you can take down
7 somebody even if it was you, you that was in that
8 position, how could you take down somebody that was
9 elected by the people?

10 **MR. BRANDENBURG:** Yes, sir. I'd like to
11 answer that question, if I might?

12 **MR. MURVIN:** Wait a minute, let me finish.

13 **MR. BRANDENBURG:** Okay.

14 **MR. MURVIN:** These -- each one of you all who
15 is up here was elected by the people, for the
16 people. Not for individual coup, it was for the
17 people. Now, you have -- you all have made this
18 out a racist thing. You have made this -- truly.
19 You might laugh about it, but I have been here --
20 I'm sixty-two and fixing to be sixty-three. I have
21 been here all of my life. I was born and raised
22 here. My mama had fourteen kids right here. And I
23 have never seen something of this nature, a person
24 can come in and take over and do as he see fit.
25 And all because of Mr. Williams. But you find no

1 fault in Mr. Williams when they try to say he stole
2 money and all of that. No evidence has been --
3 everything from the IG, everything has been
4 cleared. But you can come now and get all of this
5 information about how you think -- get this
6 Commission to follow you.

7 And I'm going to say this and then I'm
8 going to sit down. You're really using them as a
9 pawn.

10 **MR. GARY BRANDENBURG:** Thank you, sir. I
11 appreciate your comments very much. Sir, all of
12 the members of the City Commission are elected by
13 the voters in the City of Pahokee. And elections
14 do make a difference.

15 And you've got a new majority on your
16 Commission that is taking the city in a good
17 direction. With respect to the mayor's powers,
18 they are in the charter, the charter that has
19 existed since -- I think, since 1924 or '22 --

20 **VICE MAYOR BOHLEN:** Twenty-two.

21 **MR. BRANDENBURG:** -- for this city. It hasn't
22 changed. And it -- from the very beginning, it
23 says that the mayor has no power other than what a
24 single commissioner has. The mayor has no power to
25 direct anybody to do anything, unless it is

1 approved in a public meeting by a majority of the
2 elected officials.

3 The mayor no longer has a majority of the
4 elected officials of this city supporting him.
5 Consequently, you see that the majority now is
6 moving the city forward in a positive direction,
7 despite the mayor's attempts to stand in the way
8 and prevent this city from moving forward.

9 I really do appreciate your comments. I
10 would suggest that you and the rest of the
11 residents of the City of Pahokee get a copy of the
12 city charter and the city ordinances and look at
13 them. And do not believe what other people are
14 telling you about them, especially the mayor.
15 Thank you, sir.

16 **VICE MAYOR BOHLEN:** The second item number
17 two, C-2, designation of an interim city manager to
18 be paid \$10,000.00 per month and to be provided the
19 use of a city vehicle.

20 **MR. BRANDENBURG:** Vice Mayor, a gentleman has
21 come forward and is willing to take on this role.
22 As you know, I did not want the role of interim
23 manager, I never sought it. I've only been doing
24 it as a fill in until you could find a responsible
25 person to do it.

1 We found a responsible person. His name
2 is Greg Thompson. And he is willing to move
3 forward as directed by the majority on the
4 Commission to move this city in the right
5 direction.

6 Of course the City Commission always has
7 the right to proceed forward with the process that
8 you began some time ago to find a permanent city
9 manager. This does not change that.

10 What this will do is provide a person
11 that will be here every day at 8:00 o'clock to
12 whatever it takes to make sure the city is managed
13 and run properly in the interim. I would recommend
14 Mr. Greg Thompson to you for your consideration.
15 He has agreed to the terms laid out here. And I
16 think it would be a good choice for the city.

17 **COMMISSIONER GONZALEZ:** This is just based on
18 every month? The term is just based every month,
19 right -- per month?

20 **MR. BRANDENBURG:** He -- yes, ten thousand
21 dollars per month. If he stopped in the middle of
22 a month, it would be prorated. You have the right
23 at any time to terminate him. All it takes is
24 three votes and he's gone if you don't like what
25 he's doing.

1 And, you know, incidentally, and that's
2 the same way with me as your city attorney. None
3 of this business about having to wait a period of
4 time, or notices, or anything. Any time there are
5 three commissioners on this Commission that wants
6 to replace me as city attorney, you can do so. All
7 you need to do is give me a call and say there's
8 three people here at a city commission meeting, we
9 would like to get rid of you, Mr. Brandenburg. And
10 it's done, I will go.

11 **VICE MAYOR BOHLEN:** Okay. So can I get a
12 motion to designation of interim City Manager Greg
13 Thompson to be paid \$10,000.00 per month and to be
14 provided the use of a city vehicle?

15 **MS. SARA PEREZ:** I would like to make a motion
16 for the designation of Greg Thompson as interim
17 city manager to be paid \$10,000.00 a month and to
18 be provided the use of a city vehicle.

19 **VICE MAYOR BOHLEN:** Can I get a second?

20 **COMMISSIONER GONZALEZ:** I will second it.

21 **VICE MAYOR BOHLEN:** Call for questions.

22 Hearing none. Roll call?

23 **THE CLERK:** Commissioner Perez?

24 **COMMISSIONER PEREZ:** Yes.

25 **THE CLERK:** Commissioner Gonzalez?

1 **COMMISSIONER GONZALEZ:** Yes, ma'am.

2 **THE CLERK:** Vice Mayor Bohlen?

3 **VICE MAYOR BOHLEN:** Yes.

4 Is there anyone in the audience that
5 would like to speak on that matter?

6 **MS. MARVEZ:** Thank you. I agree with --

7 **VICE MAYOR BOHLEN:** Wait, give them your name
8 and your address, ma'am.

9 **MS. MARVEZ:** Oh, sorry. My name is Catherine
10 Marvez. I live at 1838 East Main Street. Can
11 everybody hear me clearly with my mask?

12 **VICE MAYOR BOHLEN:** Yes.

13 **MS. MARVEZ:** All right. I applaud your move
14 to put in a temporary interim city manager that can
15 dedicate full time to our city. I would just like
16 to make sure that this city manager understands his
17 role as independent from city attorney, independent
18 from the city clerk, and reporting directly to the
19 City Commission as a whole, not to any individual
20 person on the City Commission.

21 And that everything that that city
22 manager does is transparent with all city
23 commissioners, not just as one particular city
24 commissioner, mayor, or vice mayor sees fit.

25 I have seen in the past five years the

1 role of the city manager prior to this operating as
2 if other hired staff members reported to him.
3 Totally incorrect, has never been correct in the
4 State of Florida. And I don't want to see that
5 again whether it's with a temporary one or whether
6 it's with our full time city manager that we end up
7 hiring.

8 **VICE MAYOR BOHLEN:** Thank you.

9 **MS. MARVEZ:** Thank you.

10 **MR. BRANDENBURG:** Vice Mayor, the next item on
11 the agenda is resolution approving signatories for
12 various bank accounts of the City of Pahokee at the
13 PNC Bank. This resolution approves the vice mayor,
14 myself, the city attorney, and your new interim
15 manager for purposes of authorizing checks on the
16 city bank accounts.

17 Let me just add the reason and the
18 necessity for today's Special Meeting was to make
19 sure that all of the city employees are paid on
20 time. We have had a complete lack of cooperation
21 by the former city manager and the mayor in getting
22 anything done for the city. So we had to call this
23 meeting today so that the bank has authority to
24 transfer monies so -- to the paycheck company that
25 will deposit those monies automatically in each of

1 these employee's accounts per normal, as of
2 Thursday.

3 **VICE MAYOR BOHLEN:** Do we need to read the
4 resolution into the record?

5 **MR. BRANDENBURG:** Just the title.

6 **VICE MAYOR BOHLEN:** Yes, sir. Do you want to
7 do that?

8 **MR. BRANDENBURG:** I'd be happy to.

9 **VICE MAYOR BOHLEN:** Yes, sir. Thank you.

10 **MR. BRANDENBURG:** This is a resolution of the
11 City Commission of the City of Pahokee, Florida
12 approving signatories for the various bank accounts
13 of the City of Pahokee at PNC Bank, N.A. Further
14 authorizing city officials to execute all necessary
15 documents with PNC Bank, N.A., providing for an
16 effective date.

17 An additional aspect of this resolution
18 is that, one, it revokes all prior authority for
19 anyone that used to be a signatory. It also, for
20 the time being, it suspends the use of any city
21 credit cards. That suspension will only last for a
22 short period while we make sure that the city's
23 funds and credit cards are secure.

24 **VICE MAYOR BOHLEN:** Okay. Can I get a motion
25 to adopt?

1 **COMMISONER PEREZ:** Do I have to read all of
2 that?

3 **MR. BRANDENBURG:** No.

4 **COMMISONER PEREZ:** Okay.

5 **MR. BRANDENBURG:** Just move what I just read.

6 **MR. BRANDENBURG:** Okay. I'll make a motion to
7 move the resolution that you just got through
8 reading.

9 **VICE MAYOR BOHLEN:** Can I get a second?

10 **COMMISIONER GONZALEZ:** I will second it.

11 **VICE MAYOR BOHLEN:** Call for questions?

12 Hearing none, roll call.

13 **THE CLERK:** Commissioner Perez?

14 **COMMISONER PEREZ:** Yes.

15 **THE CLERK:** Commissioner Gonzalez?

16 **COMMISIONER GONZALEZ:** Yes, ma'am.

17 **THE CLERK:** Vice Mayor Bohlen?

18 **VICE MAYOR BOHLEN:** Yes.

19 **MR. BRANDENBURG:** The next item on the agenda
20 is the authorization for the city attorney, me, to
21 file a counterclaim against the individuals who
22 sued the City of Pahokee recently and to join into
23 that lawsuit the former city attorney, her law
24 firm, and the former city manager.

25 And we will proceed as quickly as

1 possible to obtain a court hearing for an
2 injunction against the former city manager and the
3 former city attorney for interfering with city
4 business and particularly at city meetings in the
5 future.

6 **VICE MAYOR BOHLEN:** Okay. Can I get a motion
7 to approve?

8 **COMMISSIONER GONZALEZ:** Yeah, I'll make a
9 motion to move for the authorization for the city
10 attorney to file a counterclaim to this case.

11 **MR. BRANDENBURG:** Yes.

12 **COMMISSIONER PEREZ:** I second it.

13 **VICE MAYOR BOHLEN:** Okay. Call for questions.
14 Hearing none, roll call.

15 **THE CLERK:** Commissioner Gonzalez?

16 **COMMISSIONER GONZALEZ:** Yes, ma'am.

17 **THE CLERK:** Commissioner Perez?

18 **COMMISSIONER PEREZ:** Yes.

19 **THE CLERK:** Vice Mayor Bohlen?

20 **VICE MAYOR BOHLEN:** Yes.

21 **MR. BRANDENBURG:** Thank you, Vice Mayor. The
22 next item on your agenda is authorization to
23 terminate Mark Liskay Coastal Network Solutions,
24 LLC as the City of Pahokee IT consultant.

25 Mr. Liskay has not been cooperative. And

1 in fact, has been just the opposite of cooperative
2 in helping the city and the city employees obtain
3 access to their computer system. He has refused to
4 provide me with public records. And has, in
5 essence, tried his best to prevent the city from
6 moving forward.

7 So I would like to terminate him. I have
8 already on an emergency basis hired a new IT
9 company who has assessed the city's system and will
10 be helping us move forward.

11 Late last night after I requested Mark to
12 give us the necessary codes and information so that
13 we could access all of our information and the city
14 employees could access their computers, he refused
15 to do so and instead downloaded it and sent it to
16 the mayor.

17 I have since asked the mayor to provide
18 us that information and provide us the public
19 records that were downloaded to him. As of this
20 time, the mayor has not responded to my request.
21 Of course, as you all know, the destruction of
22 public records by anyone is a criminal offense. So
23 I am hoping our mayor comes forward and is
24 cooperative in allowing the city to go forward.

25 **VICE MAYOR BOHLEN:** Can I get a motion to

1 terminate Mark Liskay Coastal Network Solutions,
2 LLC?

3 **COMMISIONER GONZALEZ:** I would like to make a
4 motion for authorization to terminate Mark Liskay
5 Coastal Network Solutions as the city of Pahokee IT
6 consultant.

7 **VICE MAYOR BOHLEN:** Can I get a second?

8 **COMMISONER PEREZ:** I second it.

9 **VICE MAYOR BOHLEN:** Call for questions. Roll
10 call.

11 **THE CLERK:** Commissioner Gonzalez?

12 **COMMISIONER GONZALEZ:** Yes, ma'am.

13 **THE CLERK:** Commissioner Perez?

14 **COMMISONER PEREZ:** Yes.

15 **THE CLERK:** Vice Mayor Bohlen?

16 **VICE MAYOR BOHLEN:** Yes.

17 **MR. BRANDENBURG:** Thank you, Vice Mayor.
18 Before any of you leave today, we need to get
19 signatures on these resolutions that you just
20 adopted.

21 Oh, there is a gentleman I think that
22 would like to speak. He just handed in his card,
23 Mr. Brown.

24 **VICE MAYOR BOHLEN:** Yes, sir. That mic at the
25 podium right there.

1 **MR. BROWN:** Richard Brown, 303 Carissa Drive.
2 I am here as a property owner and a citizen. And
3 I'm concerned about what's going on in the city.
4 And I really -- I've been coming to Commission
5 meetings for over thirteen -- eighteen years. And
6 I've never ever seen anything like this. I've
7 never -- I've never seen it.

8 The people in -- it's like a kangaroo
9 court. I mean, you know, you're talking about the
10 mayor when he's not here. They had a special
11 meeting the other night. None of the commissioners
12 showed up for several meetings. You're a part as
13 city manager, the attorney over this and that -- I
14 mean, what is going on? I mean, you are tearing
15 this community up. Trust me, people that voted for
16 you guys -- that voted for you, you're turning your
17 back on them. I have never seen anything like this
18 since I've been coming for the last fifteen years.
19 This is a kangaroo -- this is a shame here. It
20 really is.

21 Now, you're talking about the mayor this
22 and the mayor that, who has -- I don't understand
23 that -- who has been faithful to you guys from day
24 one. And now you're here behind his back cutting
25 him down, cutting him down. I don't understand, I

1 really don't.

2 **MR. BRANDENBURG:** Well, Mr. Brown, thank you
3 very much for your comments today. If you would
4 like to tell your brother, the mayor, that his
5 presence was requested at today's meeting. I sent
6 him a copy of the agenda, I sent him a reminder
7 last night of today's meeting. It is your brother,
8 the mayor, who has refused to come to this meeting.
9 And it is your brother, the mayor, that is sowing
10 discontent throughout this community.

11 You might want to ask him if he, one, is
12 getting him anywhere. And two, what his goals are
13 to create the chaos that he is trying to create.
14 Thank you, sir.

15 **MR. BROWN:** So I just want to say this. They
16 had a special meeting and you guys was invited to
17 come and none of you came, none of you.

18 **MR. BRANDENBURG:** It wasn't a special meeting,
19 Mr. Brown. It was the mayor's town hall, which
20 only the mayor called. None of the other
21 commissioners called it, nor did they want it.
22 Only the mayor attended with a group of his friends
23 from Broward County who were trying to stir up
24 tensions in this community.

25 **MR. BROWN:** That's not true.

1 **MR. BRANDENBURG:** In any event, I -- again, I
2 would like to thank you for your participation
3 today. We hope your brother participates in the
4 job he was elected to in the future. We have a
5 Commission meeting on the 24th. I look forward to
6 working with him on that meeting.

7 **VICE MAYOR BOHLEN:** Okay. And Item D is
8 adjourn. Can I get a motion to adjourn?

9 **COMMISONER PEREZ:** I would like to put a
10 motion to adjourn this meeting.

11 **VICE MAYOR BOHLEN:** Can I get a second?

12 **COMMISIONER GONZALEZ:** I second it.

13 **VICE MAYOR BOHLEN:** Roll call.

14 **THE CLERK:** Commissioner Perez?

15 **COMMISIONER PEREZ:** Yes.

16 **THE CLERK:** Commissioner Gonzalez?

17 **COMMISIONER GONZALEZ:** Yes, ma'am.

18 **THE CLERK:** Vice Mayor Bohlen?

19 **VICE MAYOR BOHLEN:** Yes, ma'am. Meeting
20 adjourned at 11:00 o'clock.

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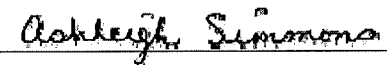
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STATE OF FLORIDA

COUNTY OF PALM BEACH

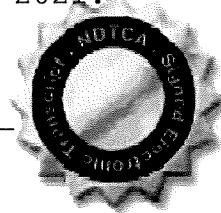
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Dated this 18th day of August, 2021.

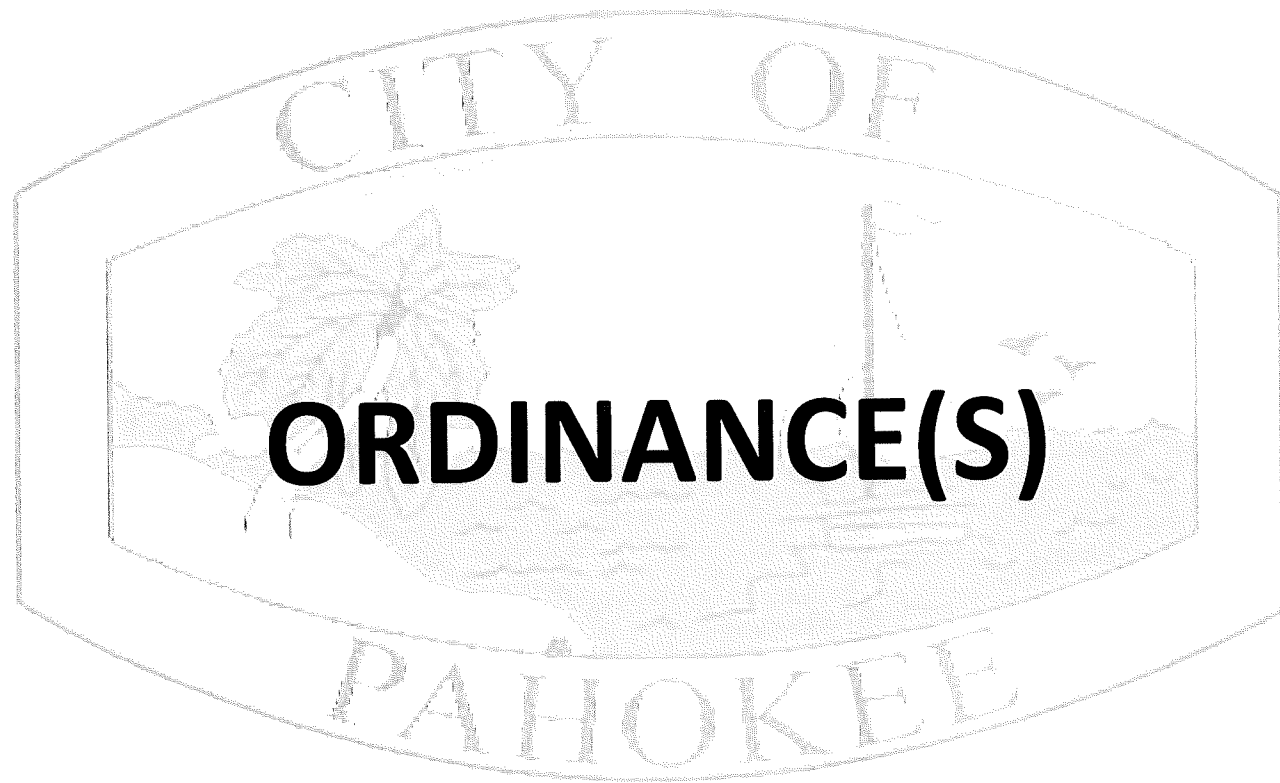


Ashleigh Simmons, C.E.R.T.

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ORDINANCE NO. 2021-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, DESIGNATING THE CITY CLERK AS THE CITY'S OFFICIAL REPRESENTATIVE IN ALL TRANSACTIONS WITH THE SUPERVISOR OF ELECTIONS IN RELATION TO MATTERS PERTAINING TO THE USE OF REGISTRATION BOOKS AND RECORDS FOR THE HOLDING OF ALL MUNICIPAL ELECTIONS; PROVIDING FOR THE CANVASSING BOARD OF PALM BEACH COUNTY, FLORIDA, TO CANVASS ALL MUNICIPAL ELECTIONS, COMPOSITION OF CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee ("City Commission") desires to establish and maintain a reliable and consistent election process for the City of Pahokee.

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

SECTION 1. Designation of the City Clerk as Official Representative

The Clerk of the City is designated as the official representative of the City of Pahokee in all transactions with the Supervisor of Elections of Palm Beach County, Florida, and all matters pertaining to the use of registration books and records for the holding of all City of Pahokee elections.

SECTION 2. Canvassing Board

The City of Pahokee designates the Palm Beach County Canvassing Board, appointed by the Palm Beach County Board of County Commissioners and Chief Judge of the 15th Judicial Circuit ("PBCCB") as the City of Pahokee Canvassing Board., and delegates all canvassing duties, as defined by Florida Statutes and the City of Pahokee Charter, to the PBCCB. The PBCCB shall be composed of the Palm Beach County Supervisor of Elections, a County Judge appointed by the 15th Judicial Circuit Chief Judge, who will act as Chair, the Chair of the Board of County Commissioners or their respective alternate or substitute.

SECTION 3. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. Conflict.

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

SECTION 5. Inclusion in the Code of Ordinances

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

SECTION 6. Effective Date

This Ordinance shall take effect immediately upon final passage.

PASSED FIRST READING this 15th day of September, 2021.

PASSED SECOND READING this ___ day of _____, 2021.

ATTESTED:

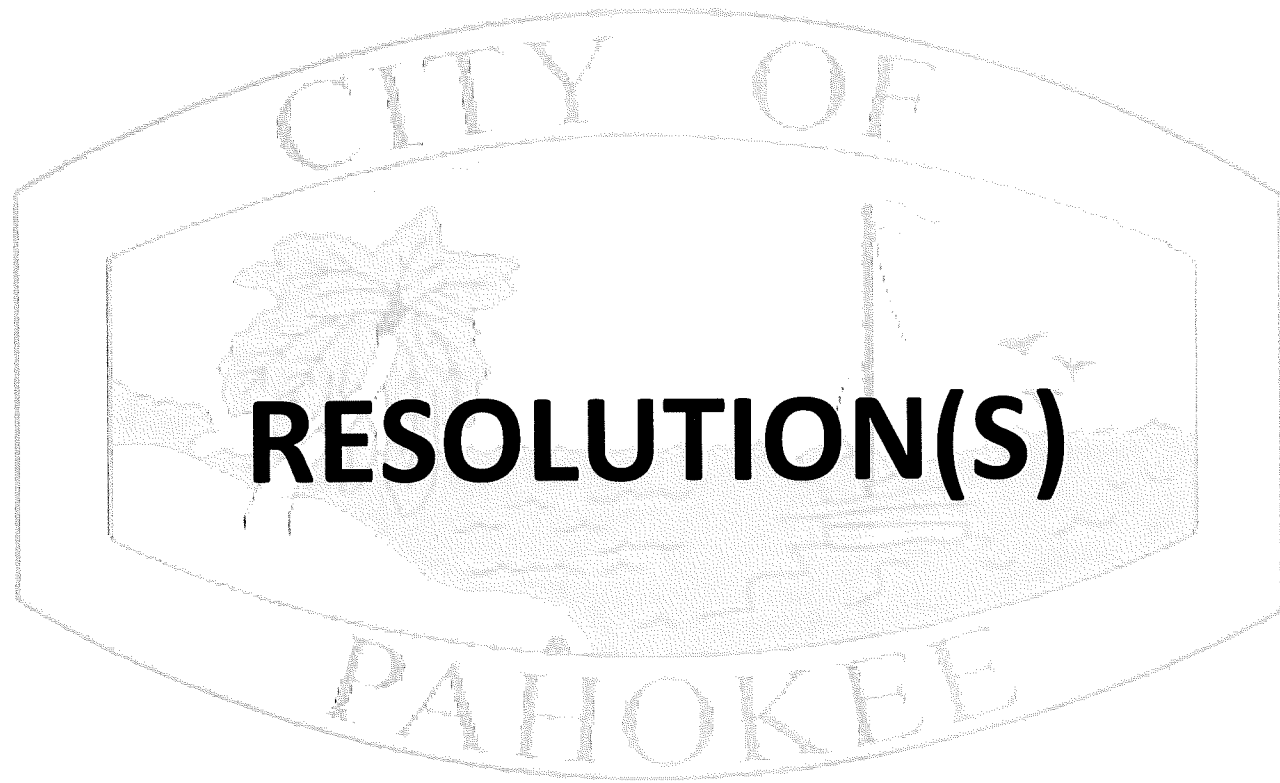
Tijauna Warner, City Clerk

Keith J. Babb, Jr., Mayor

APPROVED AS TO
LEGAL SUFFICIENCY:

Mayor Babb _____
Vice Mayor Bohlen _____
Commissioner Murvin _____
Commissioner Gonzalez _____
Commissioner Perez _____

By: _____
Gary M. Brandenburg, City Attorney



RESOLUTION(S)

RESOLUTION 2021-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A CONTRACT WITH TIJAUNA WARNER AS CITY CLERK EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ms. Tijauna Warner was hired as the City Clerk at a Special Meeting held on the 11th day of August, 2021.

WHEREAS, it is now necessary and proper to enter into a contractual agreement with Tijauna Warner to serve as City Clerk.

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

Section 1. The attached contract is authorized and approved.

Section 2. The Mayor is hereby directed to sign the contract on behalf of the City, and his absence, or being unwilling to execute the contract, the Vice Mayor is hereby authorized and directed to sign the contract on behalf of the City.

PASSED and ADOPTED this 15th day of September 2021

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, City Clerk

Greg Thompson, Interim City Manager

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

Gray Brandenburg, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Vice Mayor Bohlen

_____ (Yes)

_____ (No)

Commissioner Gonzalez

_____ (Yes)

_____ (No)

Commissioner Murvin

_____ (Yes)

_____ (No)

Commissioner Perez

_____ (Yes)

_____ (No)

Mayor Babb

_____ (Yes)

_____ (No)

Exhibit "A"

CITY CLERK EMPLOYMENT AGREEMENT

(ATTACHED)

CITY CLERK EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of August, 2021, by and between the City of Pahokee, Florida, hereinafter called the "City" and Tijauna L. Warner, hereinafter also called "City Clerk" or "Clerk", both of whom understand as follows:

WITNESSETH:

WHEREAS, Tijauna L. Warner has been employed with the City of Pahokee from October 2015 through June 2018 as full-time, Charter position of City Clerk for the City of Pahokee, and has been rehired as City Clerk; and

WHEREAS, and the City of Pahokee feel it would be mutually beneficial to enter into a contract of employment setting forth agreements and understandings which:

1. provide inducement for the Clerk to accept such employment with the City;
2. make possible full work productivity by assurances to the Clerk with respect to future security;
3. establish the basis, framework and context for the relationship which shall exist between the City and the Clerk; and
4. provide a just means of terminating the Clerk's services at such time as the City Commission may desire to terminate such employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree

as follows:

Section 1. Duties.

The City Commission hereby agrees to employ Tijauna L. Warner as the City Clerk of the City of Pahokee to perform duties and functions of said position as specified in the City Charter, Code of Ordinances, and job description, if any, and such other lawful duties.

Section 2. Term.

This Agreement shall be of a continuing nature provided, however, that:

A. The Clerk shall hold office at the will of the City Commission, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of the Clerk at any time, subject only to the provisions set forth in Section 4 of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or interfere with the right of the Clerk to resign at any time from her position with the City, subject only to the provisions set forth in Section 4 of this Agreement.

C. The City Clerk shall report for duty as Clerk for the City of Pahokee on August 11, 2021.

Section 3. Salary and Related Matters.

A. The City Agrees to pay the Clerk for her services rendered pursuant hereto an annual base salary of \$72,500.00, payable in equal installments at the same time as other employees of the City are paid.

The Clerk's performance, salary, and benefits shall be reviewed after the conclusion of every fiscal year by the City Commission. The performance objectives and review procedures will be established by mutual agreement of the Clerk and City Commission at the beginning of the fiscal year for the next review period. Any salary adjustments will become effective on the first full pay period following her review.

B. The City shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Clerk, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the City Charter, or any other law.

C. All provisions of the City Charter and the Code, and regulations, policies, and rules of the City relating to fringe benefits and working conditions as they now exist or hereafter may be amended, including without limitation, health insurance and disability retirement benefits, also shall apply to the Clerk as they would to other employees.

D. The Clerk shall be entitled to the rights described in Human Resources Policy.

Section 4. Termination and Severance Pay.

A. In the event the Clerk's employment is terminated by virtue of her resignation, she shall inform the City Commission in writing and shall give the City Commission one (1) months written notice in advance, unless the parties otherwise agree.

B. In the event the Clerk's employment is terminated under any other circumstances during such time as the Clerk is willing and able to perform the duties of Clerk, then the Clerk shall be entitled to severance pay in the amount equal to 20 weeks' salary, less appropriate deductions for federal withholding and other applicable taxes.

C. If termination of employment occurs under any other circumstance, i.e., death or disability, or the Clerk is unable, or anticipated to be unable, to perform the duties of her position due to a physical or mental impairment for a period of 60 consecutive days, or 75 days out of the next 365 days, then the City may terminate the Clerk and pay the Clerk, effective the last day of her employment, an amount, less appropriate deductions for federal withholding and other appropriate taxes, 8 weeks' salary at her current rate of pay.

Section 5. Bonding.

The City shall bear the full cost of any fidelity or other bonds required of the Clerk under any law or ordinance.

Section 6. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

C. Except as otherwise provided herein, the terms and conditions of employment described in this Agreement shall be effective August 11, 2021.

IN WITNESS WHEREOF, the City has caused this Employment Agreement to be signed and executed on its behalf of the City Commission by its Mayor, and duly attested to by its City Clerk, and the Clerk has signed and executed this Employment Agreement, both in duplicate on the respective dates under each signature.

CITY OF PAHOKEE

By: _____
Mayor
Dated: _____

CITY CLERK

By: _____
Tijauna Warner
Dated: _____

ATTEST:

Tijauna Warner, City Clerk

RESOLUTION 2021-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, This Agreement is entered into between the State of Florida, Division of Emergency Management (the "Division") and the City of Pahokee (the "Non-Entitlement Unit" or "Recipient"); and

WHEREAS, The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is \$3,162,890.00; and

WHEREAS, Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort; and

WHEREAS, ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024.

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

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Administrator. The City Commission of the City of Pahokee, Florida hereby authorizes the Interim City Manager to enter into an American Rescue Plan Act Agreement between the City of Pahokee and the State of Florida, Division of Emergency Management, attached hereto as Exhibit "A." The Interim City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 15th day of September, 2021.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, City Clerk

Greg Thompson, Interim City Manager

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

Gray Brandenburg, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Vice Mayor Bohlen	_____ (Yes)	_____ (No)
Commissioner Gonzalez	_____ (Yes)	_____ (No)
Commissioner Murvin	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

Exhibit "A"

American Rescue Plan Act Agreement

(ATTACHED)

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Pahokee, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) **TERM.** This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) **FUNDING.** The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$3,162,890.00**.
- (4) **USE OF FISCAL RECOVERY FUNDS**
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."⁹ Examples of essential workers include, but are not limited to:
 - 1. Staff at nursing homes, hospitals, and home care settings;
 - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 - 3. Janitors, truck drivers, transit staff, and warehouse workers
 - 4. Public health and safety staff;
 - 5. Childcare workers, educators, and other school staff; and

² "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

- 6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

e. The contact information of the representative of the Recipient is:

Authorized Representative:

Title:

Address:

Telephone:

Email:

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - ii. Authorized representative name, title, and email;
 - iii. Contact person name, title, phone, and email;
 - iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - vii. Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
- g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
- i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
- l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
- m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
- n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
- o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

"Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient."

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Pahokee, City of

By:

Name and title:

Date:

FEIN : 596000400

DUNS : 039440136

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Kevin Guthrie, Director**

Date: _____

Exhibit 1
Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management
Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)
Catalog of Federal Domestic Assistance number: 21.027
Amount of State Funding: \$3,162,890.00

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, _____, am the Authorized Agent of Pahokee, City of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
 - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By:

Signature:

Title:

Date:

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____
Signature: _____
Title: _____
Date: _____

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act Title 31, Part 35, Code of Federal Regulations	Coronavirus State and Local Fiscal Recovery Funds Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Pahokee, City of

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Pahokee, City of

Address:

DUNS Number: 039440136

Taxpayer Identification Number: 596000400

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Pahokee, City of

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

§§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



RESOLUTION 2021 - 30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR FISCAL YEAR COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Pahokee ("City") has recommended an annual budget for the City for Fiscal Year 2021-2022 commencing October 1, 2021, and ending September 30, 2022, which budget relies upon a millage rate of 6.5419 mills; and

WHEREAS, the City of Pahokee ("City") scheduled public hearings on the proposed budget and millage rate, as required by Section 200.065, Florida Statutes, to be held on September 15, 2021, and September 28, 2021; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") held a public hearing on September 15, 2021 and allowed for public comments on the budget; and

WHEREAS, the public and all interested parties had the opportunity to address their comments to the City Commission and the City Commission has considered the comments of the public regarding the proposed millage rate; and

WHEREAS, having considered the comments of the public regarding the millage rate, the City Commission of the City of Pahokee desires to tentatively adopt a millage rate for Fiscal Year 2021-2022.

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

Section 1. Adoption of Representations. The foregoing "Whereas" paragraphs are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Tentative Millage Rate. The City Commission of the City of Pahokee hereby tentatively adopts a millage rate of 6.5419 mills for Fiscal Year 2021-2022, commencing October 1, 2021, through September 30, 2022, which is \$6.5419 per \$1,000.00 of taxable property value within the City of Pahokee. This millage rate represents a 7.39% increase over the rollback rate of 6.0917 mills.

Section 3. Public Hearing. The second and final public hearing on the budget is scheduled for September 28, 2021, at 6:00 p.m., in the Commission Chambers at City Hall, 360 East Main Street, Pahokee, Florida 33476.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

DONE AND RESOLVED at the Special Meeting of the City Commission of the City of Pahokee, Florida, on this 15th day of September 2021.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, City Clerk

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

Gary Brandenburg, City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Vice Mayor Bohlen	_____ (Yes)	_____ (No)
Commissioner Gonzalez	_____ (Yes)	_____ (No)
Commissioner Murvin	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

RESOLUTION 2021 - 31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA PROVIDING FOR THE ADOPTION AND FUNDING OF THE TENTATIVE MUNICIPAL BUDGET IN THE AMOUNT OF \$7,163,704.00 FOR THE CITY OF PAHOKEE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Pahokee ("City") has recommended an annual budget for the City for Fiscal Year 2021-2022 commencing October 1, 2021, and ending September 30, 2022, which budget relies upon a millage rate of 6.5419 mills; and

WHEREAS, the City scheduled a Final Budget Hearing on the proposed budget and millage rate, as required by Section 200.065, Florida Statutes, to be held on September 28, 2021; and

WHEREAS, the adoption and implementation of a tentative fiscal budget to provide municipal expenses for the fiscal year beginning October 1, 2021, and ending September 30, 2022, for the City of Pahokee, Florida is essential.

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

Section 1. Adoption of Representations. The foregoing whereas clause is hereby ratified and confirmed as being true, and the same is hereby made a specific part of this Resolution.

Section 2. Tentative Fund Budgets. The City Commission of the City of Pahokee, Florida finds and determines that the sums set forth in the following tentative fund budgets for the fiscal year beginning October 1, 2021 and ending on September 30, 2022 are necessary to preserve the Public Health, Public Peace and Public Welfare of the City of Pahokee, and are necessary for it to properly function as a City.

(a) A Tentative Budget for the General Fund of the City of Pahokee for the above-described fiscal year, in the total sum of Four Million, Three Hundred Nineteen Thousand, Five Hundred Twenty-Eight Dollars (\$4,319,528.00) is hereby adopted (Exhibit "A").

(b) There is hereby appropriated from the **Henderson Endowment (\$250.00) and Special Revenue Fund (\$348,061.00)** of the City of Pahokee for the above-described fiscal year the **total** sum of Three Hundred Forty-Eight Thousand Three Hundred Eleven Dollars (\$348,311.00) is hereby adopted.

(c) A Tentative Budget for the Debt Service Fund of the City of Pahokee for the above-described fiscal year in the total sum of One Hundred Thirty-Five Thousand, Two Hundred Thirty-Four Dollars (\$135,234.00) is hereby adopted.

(d) A Tentative Budget for the Capital Project Fund of the City of Pahokee for the above-described fiscal year in the total sum of One Million, Eight Hundred Ninety-Three Thousand, Nine Hundred Forty-Three Dollars (\$1,893,943.00) is hereby adopted.

(e) A Tentative Budget for the Marina Campground Fund of the City of Pahokee for the above-described fiscal year in the total sum of Two Hundred Fifty-Seven Thousand, Eight Hundred Fifty-Five Dollars (\$257,855.00) is hereby adopted.

(f) A Tentative Budget for the Cemetery Fund of the City of Pahokee for the above-described fiscal year in the total sum of Two Hundred Eight Thousand, Eight Hundred Thirty-Three Dollars (\$208,833.00) is hereby adopted.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

DONE AND RESOLVED at the Special Meeting of the City Commission of the City of Pahokee, Florida, on this 15th day of September 2021.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, City Clerk

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

Gary Brandenburg, City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Vice Mayor Bohlen	_____ (Yes)	_____ (No)
Commissioner Gonzalez	_____ (Yes)	_____ (No)
Commissioner Murvin	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

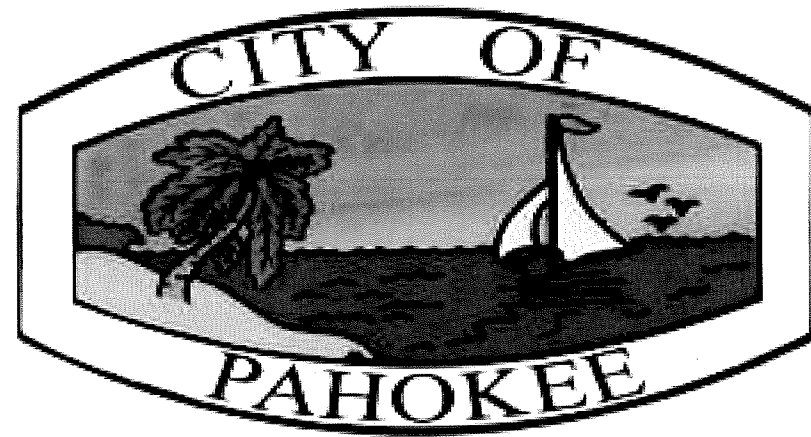
EXHIBIT "A"

Tentative Budget FY 2021-2022

(attached)

City of Pahokee, Florida

*2021-2022
Proposed Budget*



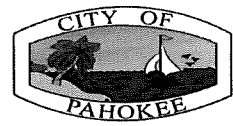
"The Grassy Waters Gateway to Lake Okeechobee"

*207 Begonia Drive
Pahokee, FL 33476*

(561) 924-5534

www.cityofpahokee.com

Proposed Budget
Tuesday, September 22, 2020



**City of Pahokee
Proposed Budget
2021-2022**

"The Grassy Waters Gateway to Lake Okeechobee"

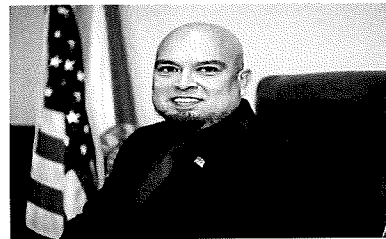
Keith Babb Jr.
Mayor



Regina Bohlen
Vice Mayor



Juan Gonzalez
Commissioner



Sara Perez
Commissioner



Clara "Tasha" Murvin
Commissioner



Gregory Thompson
Interim City Manager

Incorporated
1922
Population
5,649

Prepared by:
Finance Department
www.cityofpahokee.com

**City of Pahokee
Proposed Budget
2021-2022**

Elected Officials

Keith Babb Jr. Mayor
Regina BohlenVice Mayor
Clara MurvinCommissioner
Sara Perez..... Commissioner
Juan Gonzalez..... Commissioner

Appointed Officials

Greg Thompson.....Interim City Manager
Tijauna WarnerCity Clerk
Gary Brandenburg..... City Attorney
LT. Mugridge.....PBSO

Administration

Alvin Johnson.....Director of Public Works
Vacant.....Director of Finance
Vacant.....Director of Community Development
Micheal Pinkney.....Director of Parks & Recreation

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CITY OF PAHOKEE, FLORIDA
 BUDGET SUMMARY
 FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022
 THE PROPOSED OPERATING BUDGET EXPENDITURES/EXPENSES OF THE CITY OF PAHOKEE, FLORIDA ARE
 5.2% MORE THAN PRIOR YEAR'S TOTAL OPERATING EXPENDITURES/EXPENSES

Roll back rate 6.0917

Estimated Revenues:

Millage per \$1000

6.5419

Taxes:

	General Fund	Special Revenue Fund	Henderson Endowment Fund	Debt Service Fund	Capital Project Fund	Marina Campground Fund	Cemetery Fund	Total Budget
Ad Valorem Taxes	618,469	-	-	-	-	-	-	618,469
Sales and Use Taxes	1,276,247	348,061	-	-	-	-	-	1,624,308
Franchise Fees	428,955	-	-	-	-	-	-	428,955
Utility Service Taxes	337,609	-	-	-	-	-	-	337,609
Licenses and Permits	79,302	-	-	-	-	-	-	79,302
Intergovernmental Revenue	302,186	-	-	-	1,893,943	-	-	2,196,129
Charges for Services	680,020	-	-	-	-	-	207,833	887,853
Fines and Forfeits	119,000	-	-	-	-	-	-	119,000
Interest Earnings & Rents	101,245	-	250	-	-	121,750	-	223,245
Enterprise Management Fees	-	-	-	-	-	-	-	-
Miscellaneous Revenue	235,774	-	-	135,234	-	-	-	235,774
Interfund Transfers In	-	-	-	-	-	136,105	1,000	272,339
Appropriated Fund Balance	140,721	-	-	-	-	-	-	140,721
Total Estimated Revenues, Transfers, and Appropriations	4,319,528	348,061	250	135,234	1,893,943	257,855	208,833	7,163,704

Expenditures/Expenses:

General Government	1,502,058	-	-	-	-	-	-	1,502,058
Public Safety	565,502	-	-	-	-	-	-	565,502
Physical Environment	489,600	212,827	-	-	1,893,943	257,855	208,833	3,063,058
Road and Street Expenses	955,192	-	-	-	-	-	-	955,192
Human Services	106,741	-	-	-	-	-	-	106,741
Culture and Recreation	564,330	-	-	-	-	-	-	564,330
Debt Service	-	-	-	135,234	-	-	-	135,234
Interfund Transfers Out	136,105	135,234	250	-	-	-	-	271,589
Total Appropriated Expenditures/Expenses, Reserves and Transfers	4,319,528	348,061	250	135,234	1,893,943	257,855	208,833	7,163,704

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

City of Pahokee, Florida
Departmental Revenues & Expenditures Projections
Comparison By Fund
For The Fiscal Year Ending September 30, 2022

Fund	Adopted Budget 2020-2021	Proposed Budget 2021-2022	Variance	% Inc /Dec
GENERAL FUND				
Total Revenues	\$ 3,929,007	\$ 4,319,528	\$ 390,521	9.94%
Expenditures by Department				
Commission	\$ 139,337	\$ 105,350	\$ (33,987)	-24.39%
City Manager	233,328	201,372	(31,956)	-13.70%
City Clerk	71,034	113,778	42,744	60.17%
Financial & General Accounting	280,346	285,586	5,240	1.87%
Human Resources	84,084	106,741	22,657	26.95%
IT / GATV Access	19,100	45,000	25,900	135.60%
Legal Counsel	81,600	100,000	18,400	22.55%
Local Discretionary Sales Surtax	-	-	-	0.00%
Comprehensive Planning	25,750	20,750	(5,000)	-19.42%
Police	565,502	565,502	0	0.00%
Protective Inspections	191,407	281,170	89,763	46.90%
Roads & Streets	1,213,557	1,444,792	231,235	19.05%
Community Development	100,398	153,660	53,262	53.05%
Recreation (City)	471,395	530,947	59,552	12.63%
Recreation (PBC)	117,874	-	(117,874)	-100.00%
Parks	41,157	33,383	(7,774)	-18.89%
Non-Departmental	180,602	195,392	14,790	8.19%
Transfers Out	112,536	136,105	23,569	20.94%
Total Expenditures and Transfers	\$ 3,929,007	\$ 4,319,528	\$ 390,521	9.94%

General Fund
Personnel Services
 For the Fiscal Year Ending September 30, 2022
 (Proposed)

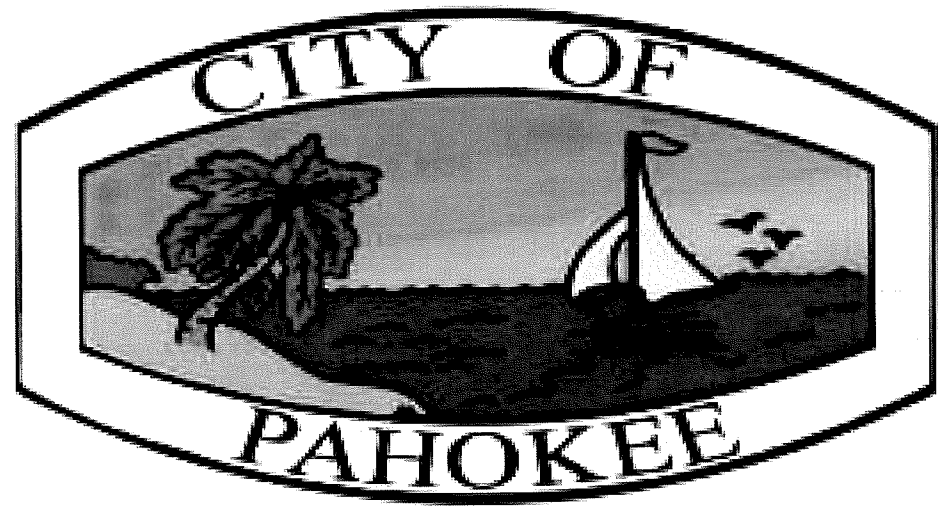
Personnel Service Detail

<u>Classification</u>	<u>Number of Positions</u>
Accounts Payable Clerk	1
Athletic Coordinator	1
Administration Assistant	1
Assistant Director of Parks & Recreation	1
Cemetery Supervisor	1
Cemetery Worker I	2
City Clerk	1
City Manager	1
Clerk Specialist	1
Planning, Building & Zoning Manager	1
Code Enforcement Officer (Part Time)	1
Code Enforcement Officer Senior	1
Commission	5
Custodian (Part time)	1
Custodian/Maintenance (Parks & Recreation)	1
Director of Community & Economic Dev	1
Director of Finance	1
Director of Parks & Recreation	1
Director of Public Services	1
Driver & Group Leader	1
Executive Assistant	1
Grant Writer	1
Recreational Specialist (Part time- Seasonal)	2
Human Resources Director	1
Junior Accountant	1
Maintenance I (PW)	7
Maintenance I (Part time)	1
Maintenance II (PW)	1
Maintenance III	1
Marina Clerk	1
Marina Store Manager	1
Park Ranger	1
Program Director	1
Public Services Assistant Director	1
Program Specialist I & II	2
Public Works Clerk	1
Summer Camp Counselors	2
Pad Attendant (Part time- Seasonal)	1
	<u>52</u>

CITY OF PAHOKEE, FL
Proposed Budget for Fiscal Year 2021-2022
Personnel Service Cost by Department

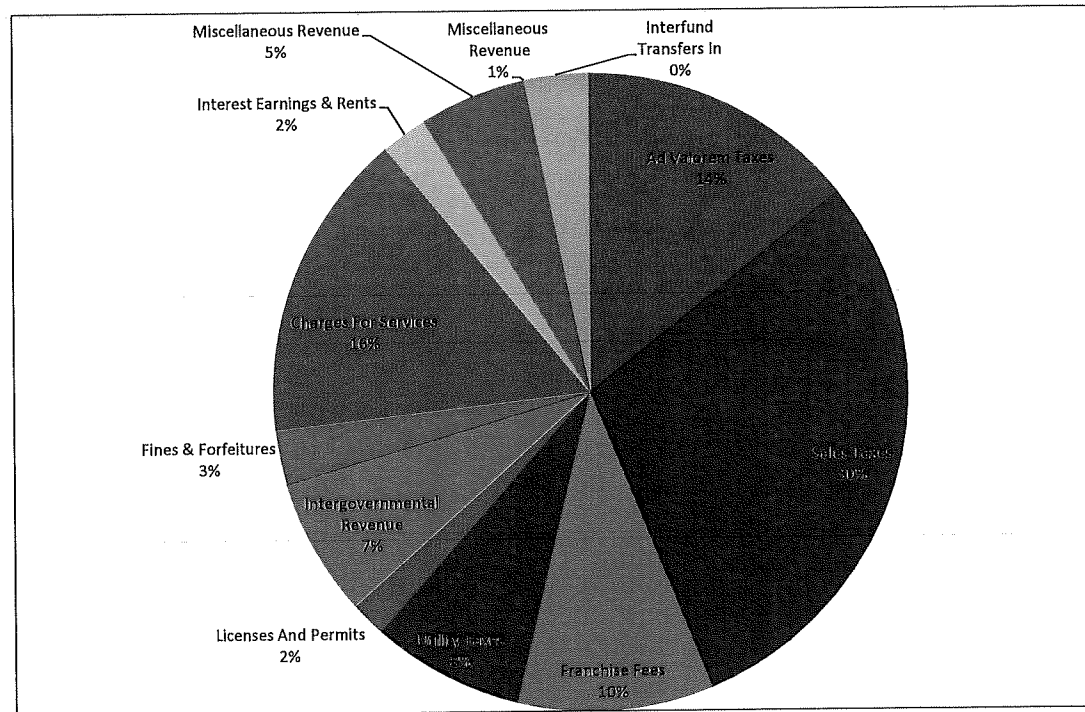
General Funds	Department / Division	2021 Funded Positions	2022 Funded Positions	Current Salaries	Cost of Living			Performance 2.5%	Salaries	FICA	Retirement	Life/Health Insurance	Workers Comp	TOTALS
					Increase 2%	Increase 2.5%	Increase 3%							
511000	City Commission	5		\$ 28,200		\$ -	\$ -	\$ 28,200	\$ 2,157	\$ 2,073	\$ 5,375	\$ 45	\$ 37,850	
512010	City Manager	1		\$ 118,000		\$ -	\$ -	\$ 120,000	\$ 9,180	\$ -	\$ -	\$ 192	\$ 129,372	
512020	City Clerk	1		\$ 41,000		\$ -	\$ -	\$ 42,000	\$ 5,546	\$ 5,329	\$ 7,462	\$ 116	\$ 90,953	
513010	Finance	4		\$ 161,202		\$ -	\$ -	\$ 179,438	\$ 13,727	\$ 13,189	\$ 22,388	\$ 287	\$ 229,029	
513020	Human Resources	1		\$ 49,000		\$ -	\$ -	\$ 50,000	\$ 4,877	\$ 4,594	\$ 7,462	\$ 120	\$ 80,803	
513030	IT/GATV Access (Contracted)			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
514000	Legal Counsel (Contracting)			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
515000	Comprehensive Planning (Contracted)			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
521000	Police Department (Contracted)			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
524000	Protective Inspections	3		\$ 130,478		\$ -	\$ -	\$ 174,359	\$ 13,338	\$ 12,815	\$ 22,388	\$ 3,548	\$ 226,448	
541000	Roads and Streets	14		\$ 402,702		\$ -	\$ -	\$ 512,967	\$ 39,242	\$ 44,403	\$ 89,552	\$ 49,091	\$ 735,254	
545000	Community Development	2		\$ 106,000		\$ -	\$ -	\$ 110,670	\$ 8,466	\$ 8,134	\$ 7,462	\$ 177	\$ 134,910	
572000	Recreation Dept- City	5		\$ 249,210		\$ -	\$ -	\$ 253,024	\$ 19,356	\$ 18,597	\$ 22,388	\$ 6,224	\$ 319,590	
572020	Recreation Dept-PEC	2		\$ 86,734		\$ -	\$ -	\$ 88,000	\$ 5,248	\$ -	\$ 12,115	\$ -	\$ -	
572150	Parks Department	0		\$ 5,440		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
590000	Non Departmental	0		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	General Funds Total			\$ -		\$ -	\$ -	\$ 1,686,928	\$ 129,091	\$ 116,346	\$ 215,444	\$ 66,800	\$ 2,131,575	
	Enterprise & Special Revenue Funds			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
595100	Henderson Endowment	0		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
575000	Marine & Campground	1		\$ 15,600		\$ -	\$ -	\$ 17,000	\$ 1,301	\$ 1,250	\$ 680	\$ 7,000	\$ 25,159	
595000	Cemetery	3		\$ 84,811		\$ -	\$ -	\$ 86,420	\$ 6,652	\$ 5,963	\$ 18,172	\$ -	\$ 124,207	
	Enterprise Funds Totals			\$ -		\$ -	\$ -	\$ 1,686,928	\$ 129,091	\$ 116,346	\$ 215,444	\$ 66,800	\$ 2,131,575	
	ALL TOTAL FUNDS			\$ -		\$ -	\$ -	\$ 1,686,928	\$ 129,091	\$ 116,346	\$ 215,444	\$ 66,800	\$ 2,131,575	

General Fund



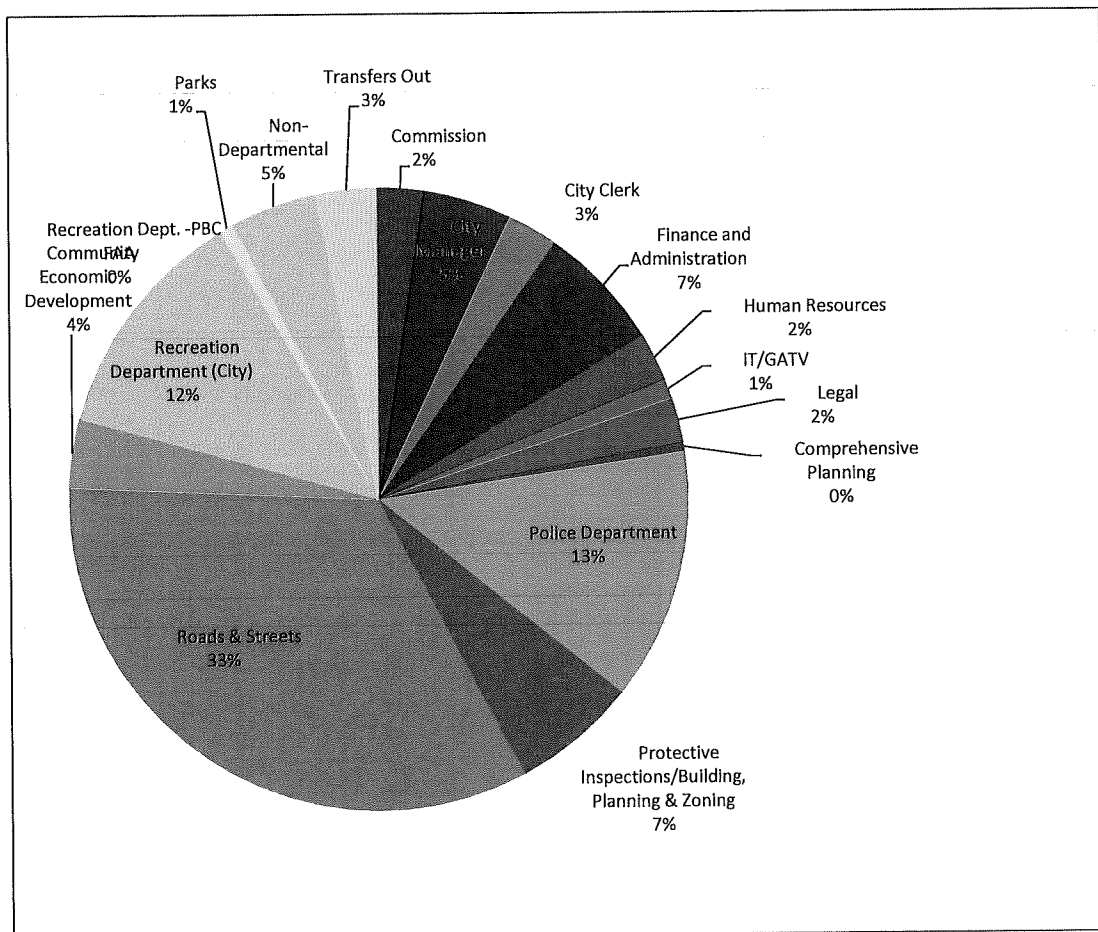
City of Pahokee, Florida
General Fund
Revenues by Type
For The Fiscal Year Ending September 30, 2022

Revenues	Proposed Budget	Percent of Total
Ad Valorem Taxes	\$ 618,469	14.32%
Sales Taxes	1,276,247	29.55%
Franchise Fees	428,955	9.93%
Utility Taxes	337,609	7.82%
Licenses And Permits	79,302	1.84%
Intergovernmental Revenue	302,186	7.00%
Fines & Forfeitures	119,000	2.75%
Charges For Services	680,020	15.74%
Interest Earnings & Rents	101,245	2.34%
Miscellaneous Revenue	235,774	5.46%
Appropriated Fund Balance	140,721	3.26%
Total Revenues	\$ 4,319,528	100.00%



City of Pahokee, Florida
General Fund
Expenditures by Department
For The Fiscal Year Ending September 30, 2022

Departments	Proposed Budget	Percent of Total
Commission	105,350	2.44%
City Manager	201,372	4.66%
City Clerk	113,778	2.63%
Finance and Administration	285,586	6.61%
Human Resources	106,741	2.47%
IT/GATV	45,000	1.04%
Legal	100,000	2.32%
Comprehensive Planning	20,750	0.48%
Police Department	565,502	13.09%
Protective Inspections/Building, Planning & Zoning	281,170	6.51%
Roads & Streets	1,444,792	33.45%
Community Economic Development	153,660	3.56%
Recreation Department (City)	530,947	12.29%
Recreation Dept. -PBC FAA	-	0.00%
Parks	33,383	0.77%
Non-Departmental	195,392	4.52%
Transfers Out	136,105	3.15%
Total Expenditures	\$ 4,319,528	100.00%



City of Pahokee, Florida
General Fund
Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2022

Account #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
311000	Current Year Ad Valorem Taxes	\$ 584,001	\$ 548,844	618,469
311100	Early Payment Discounts	(16,000)	(18,431)	(18,000)
311200	Prior Years' Ad Valorem Taxes	16,000	5,022	18,000
312100	New Local Option Gas Tax (Ct	52,174	45,790	57,102
312200	Local Option Gas Tax	115,963	100,381	135,260
313100	Franchise Fees - Electric	238,955	101,757	238,955
314100	Communication Service Tax	66,807	61,429	72,383
314200	Water Utility Service Tax	71,847	57,317	71,847
314300	Propane Utility Service Tax	5,000	6,011	5,000
314400	Electric Utility Service Tax	260,762	151,482	260,762
321000	Occupational Licenses	8,000	16,397	15,000
321051	Occupational License (Late Fees)	700	717	700
338100	County Occupational Licenses	16,000	3,802	16,000
322000	Building Permits	40,000	36,823	40,000
322500	Inspection Fee	3,000	6,375	3,000
323500	Education Fee	1,000	1,205	1,000
324000	Site Plan Review	20,000	17,785	20,000
324200	Site Plan - Rezoning Fees	-	4,750	-
334100	FL DOT Lighting Agreement	59,720	-	59,720
334255	FL DOT Road Grant-Admin Fees	-	97,824	-
335200	State Revenue Sharing	282,679	244,843	461,834
335300	Mobile Home Licenses	3,602	5,312	3,602
335400	Alcoholic Beverage Licenses	1,000	989	1,000
335500	8th Cent Motor Fuel Tax-Trns	84,734	76,473	84,734
335700	1/2 Cent Sales Tax	380,864	361,813	463,934
335490	DOR - Motor Fuel Tax Refunds	1,200	468	1,200
337120	PBC Economic Development Grant (CDBG)	44,866	8,095	44,866
337870	Area on Aging	15,000	28,631	-
313400	SWA Recycling Shared Revenue	400	-	400
338200	DJJ - Paymt in Lieu of Taxes	142,900	-	142,900

City of Pahokee, Florida
General Fund
Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2022

Account #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
338300	PHA - Paymt in Lieu of Taxes	25,000	26,881	25,000
337875	Early Learning Coalition	-	-	28,000
341300	Election Qualifying Fee	500	392	500
341400	Title Searches	5,000	6,230	5,000
341500	Photo Copy Charges	900	574	900
366400	Bench Advertising Revenue	1,800	1,550	1,800
347007	After School Rec Activity Fe	1,300	300	1,300
347010	Summer Recreation Program Fe	7,020	300	7,020
347011	Basketball/Baseball/Softball	500	-	500
347015	Basketball/Baseball Donation	500	-	500
347020	Cheerleader Registration	1,500	-	1,500
347027	Track - Registration Fees	500	-	500
347040	Orange Bowl - Sponsorship	5,000	-	5,000
347042	Football - Registration	5,000	2,953	5,000
347045	Flag Football - Concessions	4,000	5,430	4,000
347047	Recreation Department - Donations	-	200	-
350100	Court Fines	4,000	2,382	4,000
350500	Code Enforcement Fines	60,000	113,455	115,000
350505	Vacant Properties Registry	1,300	704	1,300
360100	Interest Income	5,000	20	1,000
360350	Interest - SBA	5,000	380	1,000
361049	Interest - Investment	2,500	124	1,000
361050	Interest Income	4,100	285	1,000
362100	Rents - Conference Room	-	-	-
362200	Rents - Metro PCS	22,307	21,660	22,307
362300	Rents - Cafeteria	4,000	1,600	4,000
362400	Rent-Everglades Preparatory	35,438	29,907	35,438
362590	Rent-Lutheran Services	27,000	25,295	27,000
362600	Rent - Thalle	8,500	-	8,500

City of Pahokee, Florida
 General Fund
 Schedule of Budgeted Revenues
 For The Fiscal Year Ending September 30, 2022

Account #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
362910	Rent -MLK Parks/Comm	5,000	5,430	-
363100	Donations - Back to School Bash	-	-	5,000
363000	Donations	5,000	-	5,000
364200	Insurance Proceeds	-	18,120	-
369098	Other Miscellaneous Revenues	215,074	301,734	215,074
343600	Water Entity Fees	190,000	175,949	190,000
343400	Garbage Fee Income	552,000	480,292	552,000
343420	Container Fee Income	19,000	16,656	19,000
343430	Recycling Fee Income	41,000	35,138	41,000
343700	Infrastructure Fee	24,000	20,983	24,000
	Other Sources: Appropriated Fund Balance	168,191	-	140,721
	TOTAL REVENUES/OTHER SOURCES	\$ 3,958,104	\$ 3,266,828	\$ 4,319,528

City of Pahokee, Florida
 General Fund
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2022

Dept 511000 City Commission

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110	Executive Salaries	\$ 28,200	\$ 26,253	\$ 28,200
120	Regular Salaries & Wages			
130	Part Time Salaries & Wages	-		-
	1.5% Cost of Living Increase			
	2.5% Performance Increase			
110/120/130	Salaries & Wages	28,200	26,253	28,200
210	FICA Taxes	3,902	4,089	2,157
221	FLC Ret 3%	1,398	732	846
220	FLC 4.35%	1,575	957	1,227
230	Life and Health Insurance	30,287	4,291	5,375
240	Worker's Compensation	120	66	45
	TOTAL PERSONNEL SERVICE	65,482	36,387	37,850
310	Professional Fees	14,600	14,155	14,600
360	Travel & Per Diem	29,916	23,392	30,000
367	Other Charges	2,000	2,479	1,500
482	Tri-Cities Barbecue	5,000	-	5,000
483	Tri-Cities Meeting	900	-	900
489	Contributions & Sponsorships	-		-
515	Dues	7,500	856	5,000
528	Uniforms	500	-	500
559	Books & Subscriptions	-	-	-
561	Conference Registrations	2,500	550	10,000
	TOTAL OPERATING EXPENDITURES	62,916	41,432	67,500
	*Total City Commission	\$ 128,398	\$ 77,819	\$ 105,350

City of Pahokee, Florida
 General Fund
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2022

Dept 512010 City Manager

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110	Executive Salaries	\$ 129,000	\$ 173,297	\$ 129,000
120	Regular Salaries & Wages			-
130	Part Time Salaries & Wages			-
	1.5% Cost of Living Increase			-
	2.5% Performance Increase			-
110/120/130	Salaries & Wages	129,000	173,297	120,000
210	FICA Taxes	9,869	13,657	9,180
220	League of Cities Retirement 5%	6,900	10,182	-
221	FLC Ret 4.35%	-	-	-
230	Life and Health Insurance	1,400	1,000	-
240	Worker's Compensation	360	268	192
	TOTAL PERSONNEL SERVICE	147,529	198,404	129,372
310	Professional Fees	1,500	-	1,500
340	Contractual Services	48,000	45,000	48,000
360	Travel & Per Diem -Seminars	7,500	90	7,500
367	Other Charges	4,000	4,614	4,000
368	City Manager Luncheons	500	-	500
414	Cellular Phone Service	-	-	-
461	Repairs/Maintennce	3,500	8,716	4,000
515	Dues	900	646	900
520	Operating Supplies	-	-	-
521	Computer Supplies	-	-	-
524	Fuel	4,000	2,148	4,000
528	Uniforms	100	-	100
559	Books & Subscriptions	-	-	-
561	Conference Registration	1,500	-	1,500
600	Capital Outlay	-	-	-
	TOTAL OPERATING EXPENDITURES	71,500	61,214	72,000
	*Total City Manager	\$ 219,029	\$ 259,618	\$ 201,372

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 512020 City Clerk

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110	Executive Salaries	\$ 52,000	\$ 11,531	\$ 72,500
	2% Cost of Living Increase	-	-	-
	2.5% Performance Increase	-	-	-
	5140000 Overtime	-	-	-
	5150000 Special Pay	-	-	-
110/120/130	Salaries & Wages	52,000	11,531	72,500
150	Special Pay	-	-	-
210	FICA Taxes	3,978	756	5,546
220	FLC Ret 3%	1,560	102	2,175
221	FLC Ret 4.35%	2,262	-	3,154
230	Life and Health Insurance	6,057	148	7,462
240	Worker's Compensation	120	79	116
TOTAL PERSONNEL SERVICE		65,977	12,616	90,953
310	Professional Services	2,125	1,440	2,125
340	Contractual Services	-	-	-
360	Travel & Per Diem	925	139	1,125
367	Other Charges	100	73	-
414	Cellular Service	800	153	800
461	Repair/Maintenance	500	75	500
490	Advertising	2,225	2,556	2,125
497	Election Staffing	10,000	10,996	15,000
515	Dues	600	136	250
524	Fuel	400	-	250
561	Conference Registration	800	-	650
TOTAL OPERATING EXPENDITURES		18,475	15,569	22,825
*Total City Clerk		\$ 84,452	\$ 28,185	\$ 113,778

City of Pahokee, Florida
 General Fund
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2022

Dept 513010 Financial & General Accounting

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110	Executive Salaries	80,000	67,207	80,000
120	Regular Salaries & Wages	70,000	57,163	75,120
130	Part Time Salaries & Wages	20,800	9,851	20,800
	2% Cost of Living Increase	-	-	3,518
	2.5% Performance Increase	-	-	-
110/120/130	Salaries & Wages	170,800	134,222	179,438
150	Special Pay	-	-	-
210	FICA Taxes	13,066	9,240	13,727
220	FLC Ret 3%	4,500	3,726	5,383
221	FLC Ret 4.35%	6,525	5,403	7,806
230	Life and Health Insurance	16,952	11,144	22,388
240	Worker's Compensation	400	244	287
	TOTAL PERSONNEL SERVICE	212,243	163,978	229,029
310	Professional Fees	13,420	10,360	13,420
320	Accounting & Auditing	20,832	-	20,832
360	Travel & Per Diem	2,000	1,165	1,500
367	Other Charges	300	1,302	1,300
461	Repair & Maintenance	1,340	1,836	1,000
470	Accounting Software Service	9,155	9,155	9,155
478	Printing (Checks & Deposit slips)	900	-	550
490	Advertising	1,917	1,916	1,500
492	Bank Charges/Fees	2,000	2,334	3,500
493	Other Current Charges	-	-	-
515	Dues	675	150	250
520	Operating Supplies	3,063	3,320	1,500
524	Fuel	1,500	1,600	900
528	Uniforms	350	-	150
561	Conference Registrations	1,200	595	1,000
	TOTAL OPERATING EXPENDITURES	58,652	33,733	56,557
	*Total Financial & General Accounting	\$ 270,895	\$ 197,711	\$ 285,586

City of Pahokee, Florida
 General Fund
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2022

Dept 513020 Human Resources

Object #	Account Name	Adopted Budget 2019-2020	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110	Executive Salaries	\$ 43,000	\$ 52,000	\$ 50,026	\$ 62,500
120	Regular Salaries & Wages	-	\$ -	\$ -	\$ -
130	Part Time Salaries & Wages	-	\$ -	\$ -	\$ -
	2% Cost of Living Increase	-	\$ -	\$ -	\$ 1,250
	2.5% Performance Increase	-	\$ -	\$ -	\$ -
110/120/130	Salaries & Wages	43,000	52,000	50,026	63,750
150	Special Pay	-	-	-	-
210	FICA Taxes	3,588	3,978	3,698	4,877
220	FLC Ret 3%	1,408	1,560	1,542	1,875
221	FLC Ret 4.35%	1,131	2,262	2,236	2,719
230	Life and Health Insurance	4,351	6,057	3,069	7,462
240	Worker's Compensation	127	120	77	120
	TOTAL PERSONNEL SERVICE	53,605	65,977	60,649	80,803
310	Professional	-	-	-	950
360	Travel & Per Diem	2,066	900	101	2,652
367	Other Charges	520	677	677	5,200
461	Repairs/Maintenance	250	250	110	316
478	Printing	150	150	-	150
490	Advertising	500	200	-	600
493	Other Current Charges	-	-	-	-
494	Background Screening	-	97	-	500
515	Dues	500	500	440	600
520	Operating Supplies	300	876	875	300
521	Computer Supplies	-	450	450	450
524	Fuel	200	200	35	300
528	Uniforms	150	100	62	120
559	Books & Subscriptions	-	-	-	-
561	Conference Registrations	1,000	500	525	1,800
576	Maint - Payroll Program	12,000	13,000	12,095	12,000
	TOTAL OPERATING EXPENDITURES	17,636	17,900	15,369	25,938
	*Total Human Resources	\$ 71,241	\$ 83,877	\$ 76,018	\$ 106,741

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 513030 IT / GATV ACCESS

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
310	Professional Services	20,100	35,111	45,000
	TOTAL OPERATING EXPENDITURES	20,100	35,111	45,000
	<i>*Total IT / GATV Access</i>	\$ 20,100	\$ 35,111	\$ 45,000

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 514000 Legal Counsel

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
310	Professional Fees	81,600	78,678	100,000
	TOTAL OPERATING EXPENDITURES	81,600	78,678	100,000
	<i>*Total Legal Counsel</i>	\$ 81,600	\$ 78,678	\$ 100,000

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 515000 Comprehensive Planning

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
310	Professional Fees	24,500	-	20,000
367	Other Charges	250	-	250
490	Advertising	1,000	2,181	500
TOTAL OPERATING EXPENDITURES		25,750	2,181	20,750
*Total Comprehensive Planning		\$ 25,750	\$ 2,181	\$ 20,750

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 521000 Police Department (PBSO)

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
310	Professional Services	565,502	565,502	565,502
	TOTAL OPERATING EXPENDITURES	565,502	565,502	565,502
	*Total Police Department	\$ 565,502	\$ 565,502	\$ 565,502

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022**

Dept 524000 Building, Planning & Zoning/Protective Inspections

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110	Executive Salaries	-	-	-
120	Regular Salaries & Wages	\$ 119,000	\$ 117,267	\$ 170,940
130	Part Time Salaries & Wages	-	-	-
	2% Cost of Living Increase	-	-	3,419
	2.5% Performance Increase	-	-	-
110/120/130	Salaries & Wages	119,000	117,267	174,359
150	Special Pay	-	0	0
210	FICA Taxes	9,104	9,198	13,338
220	FLC Ret 3%	3,570	3,246	5,231
221	FLC Ret 4.35%	5,177	4,207	7,585
230	Life and Health Insurance	18,172	7,650	22,388
240	Worker's Compensation	2,850	2,122	3,548
	TOTAL PERSONNEL SERVICE	157,873	143,689	226,448
310	Professional Services	20,000	47,968	40,000
360	Travel & Per Diem	622	-	622
461	Repair/Maintenance	500	1,472	500
478	Printing	800	317	500
515	Dues	230	355	230
520	Operating Supplies	1,500	885	1,000
524	Fuel	2,000	570	2,000
528	Uniforms	400	309	400
559	Books & Subscription	-	-	-
561	Conference Registration	1,470	510	1,470
563	Training	-	-	-
577	Program-BPC Code Software Service	8,000	8,000	8,000
600	Capital Outlay	-	-	-
	TOTAL OPERATING EXPENDITURES	35,522	60,386	54,722
	*Total Protective Inspections	\$ 193,395	\$ 204,075	\$ 281,170

City of Pahokee, Florida
 General Fund
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2022

Dept 541000 Roads & Streets

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110	Executive Salaries	\$ 64,500	\$ 60,307	\$ 67,000
120	Regular Salaries & Wages	348,763	270,087	413,806
130	Part Time Salaries & Wages	-	1,392	22,102
	2% Cost of Living	-	-	10,058
	2.5% Performance Increase	-	-	-
110/120/130	Salaries & Wages	413,263	331,786	512,967
150	Special Pay	-	100	-
210	FICA Taxes	31,615	23,560	39,242
211	FRS Retirement Contributions	6,450	6,231	6,700
220	FLC Ret 3%	9,450	6,184	15,389
221	FLC Ret 4.35	13,703	4,135	22,314
230	Life and Health Insurance	72,688	38,638	89,552
240	Worker's Compensation	35,842	19,797	49,091
	TOTAL PERSONNEL SERVICE	583,011	430,431	735,254
310	Professional Services	3,000	-	3,060
311	Drug Testing	500	332	510
320	Accounting & Auditing	6,250	-	6,375
340	Contractual Services	480,000	400,450	489,600
352	Tipping Fees	2,540	-	2,591
360	Travel & Per Diem	500	-	510
367	Other Charges	3,000	2,993	3,060
410	Communications - Local Servi	2,400	704	2,448
413	Communications - Long Distan	1,000	2,041	1,020
431	Electric Service	104,000	90,932	106,080
432	Water, Sewer & Solid Waste S	4,800	4,188	4,896
450	General Liability Insurance	7,712	5,133	7,866
451	Auto Liability Insurance	13,332	8,874	13,599
452	Property Insurance	2,999	1,963	3,059
461	Repair/Maintenance	30,000	35,067	36,650
480	Promotional Activities	500	500	510
498	Vehicle Registration Fees	200	-	204
510	General Office Supplies	500	338	510
520	Operating Supplies	3,048	2,766	3,109
524	Fuel	15,000	10,450	15,300
525	Chemicals	1,700	-	1,734
526	Small Equipment	1,500	1,849	1,530
528	Uniforms	2,000	1,921	2,040
529	Protective Apparel	1,000	247	1,020
555	Sign/Sidewalk/Street/Replacements	2,213	1,583	2,257
561	Conference Registrations	-	-	-
	TOTAL OPERATING EXPENDITURES	689,694	572,332	709,538
600	CAPITAL OUTLAY	-	-	-
601	Local Discretionary Surtax	-	-	-
603	Hurricane (Emergency)	-	-	-
604	SWA Demo Grant	-	-	-
	TOTAL CAPITAL OUTLAY	-	-	-
	*Total Roads & Streets	\$ 1,272,705	\$ 1,002,763	\$ 1,444,792
	<i>Solid Waste Expense (Physical Services)</i>	413,780	326,017	489,600
	*Total Roads & Streets	\$ 858,925	\$ 676,746	\$ 955,192

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 555000 Community Economic Development

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110	Executive Salaries	\$ 55,000	\$ 45,843	\$ 58,500
120	Regular Salaries & Wages	20,000	15,346	50,000
130	Part Time Salaries & Wages	-		-
	2% Cost of Living Increase	-		2,170
	2.5% Performance Increase	-		-
110/120/130	Salaries & Wages	75,000	61,190	110,670
150	Special Pay	-	-	-
210	FICA Taxes	5,738	4,374	8,466
220	FLC Ret 3%	1,650	1,438	3,320
221	FLC Ret 4.35%	2,393	2,542	4,814
230	Life and Health Insurance	6,057	6,069	7,462
240	Worker's Compensation	198	148	177
	TOTAL PERSONNEL SERVICE	91,036	75,760	134,910
310	Professional Fees	-	-	-
360	Travel & Per Diem	500	-	500
367	Other Charges	500	344	500
461	Repair/Maintenance	700	-	500
478	Printing	400	-	300
480	Promotion	7,500	13,089	15,000
515	Dues	1,100	1,100	1,100
520	Operating Supplies	500	144	350
524	Fuel	1,500	-	500
559	Books & Subscriptions	-	-	-
	TOTAL OPERATING EXPENDITURES	12,700	14,677	18,750
	*Total Community Development	\$ 103,736	\$ 90,438	\$ 153,660

City of Pahokee, Florida
 General Fund
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2022

Dept 572000 Recreation Department - City

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110	Executive Salaries	\$ 55,000	\$ 52,785	\$ 60,000
120	Regular Salaries & Wages	93,900	63,365	93,900
130	Part Time Salaries & Wages	31,447	31,180	94,090
	2% Cost of Living Increase	-	-	5,034
	2.5% Performance Increase	-	-	-
110/120/130	Salaries & Wages	180,347	147,329	253,024
150	Special Pay	-	-	-
210	FICA Taxes	13,797	11,236	19,356
211	FRS Retirement Contributions	-	-	-
221	FLC Ret 4.35%	4,467	3,624	7,591
220	FLC Ret 3%	6,477	4,322	11,007
230	Life and Health Insurance	18,172	20,562	22,388
240	Worker's Compensation	12,026	8,547	6,224
	TOTAL PERSONNEL SERVICE	235,286	195,621	319,590
320	Annual Audit Fee	5,000	-	5,000
340	Contract - Janitorial Service	10,265	3,266	14,950
342	Copier Lease	2,160	2,398	2,300
354	Permit	1,300	-	1,000
360	Travel & Per Diem	750	458	500
367	Other Charges	3,560	4,290	3,000
410	Communications - Local Servi	3,700	9,673	6,000
411	Gym Alarm Honeywell (entire complex)	1,340	-	1,340
413	Communications - Long Distan	500	429	500
415	Internet Service	900	5,454	3,500
420	Postage	200	-	200
431	Electric Service	45,000	39,442	45,000
432	Water, Sewer, & Solid Waste	10,000	6,381	7,500
436	Solid Waste Assessment	8,408	5,729	8,408
450	General Liability Insurance	12,204	8,123	12,204
451	Auto Liability Insurance	11,526	7,672	11,526
452	Property Insurance	24,322	15,921	24,322
461	Repair/Maintenance	25,000	29,690	25,000
494	HRS Background Screening	800	435	800
495	Cafeteria Expenses	2,500	455	2,500
496	Security (Special Events)	1,000	-	1,000
499	Annual Fire Safety Ins	335	775	-
510	General Office Supplies	2,500	549	2,500
515	Dues	1,000	996	1,000
520	Operating Supplies	2,000	1,590	2,000
524	Fuel	5,000	3,425	7,000
528	Uniforms	400	281	400
530	Food - After School Program	700	677	700
531	Misc. Expenses - After School Program	5,207	3,144	5,207
532	After School Program - Supplies	-	-	-
537	Program Supplies	9,000	7,036	10,000
544	Back-To-School BASH	6,000	8,151	6,000
559	Books & Subscriptions	-	-	-
	TOTAL OPERATING EXPENDITURES	202,577	166,444	211,357
	*Total Recreation Department - City	\$ 437,863	\$ 362,065	\$ 530,947

City of Pahokee, Florida
 General Fund
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2022

Dept 572020 Recreation Department - PBC

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
120	Regular Salaries & Wages	68,600	68,766	-
130	Part Time Salaries & Wages		-	
	2% Cost of Living Increase	-	-	-
	2.5% Performance Increase	-	-	-
110/120/130	Salaries & Wages	68,600	68,766	-
210	FICA Taxes	5,248	5,656	-
211	FRS Retirement Contributions	3,800	607	-
220	FLC Ret 3%	2,058	518	-
221	FLC Ret 4.35%	2,984	-	-
230	Life and Health Insurance	12,115	-	-
240	Worker's Compensation	4,040	3,007	-
	TOTAL PERSONNEL SERVICE	98,845	78,554	-
360	Travel and Per Diem	700	503	-
502	Miscellaneous	-	-	-
528	Uniforms	700	357	-
530	Food - After School Program	1,100	1,526	-
535	Contributions & Sponsorships	6,000	4,705	-
537	Program Supplies	6,800	11,704	-
561	Conference Registration	-	255	-
	TOTAL OPERATING EXPENDITURES	15,300	19,050	-
	*Total Recreation Department - PBC	\$ 114,145	\$ 97,604	\$ -

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 572150 Parks Department

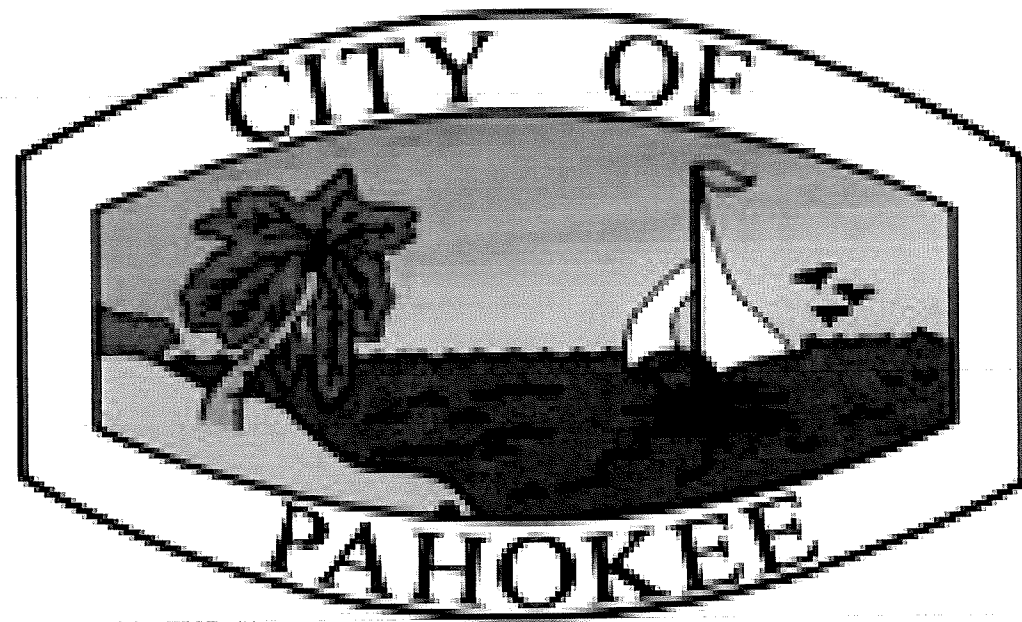
Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110/120/130	Salaries & Wages	-	-	-
210	FICA Taxes	-	-	-
240	Worker's Compensation	-	-	-
	TOTAL PERSONNEL SERVICE	-	-	-
320	Accounting & Auditing	500	-	500
431	Electric Service	5,135	2,657	5,135
432	Water, Sewer & Solid Waste S	11,000	8,683	11,000
436	Solid Waste Assessment	3,357	5,329	3,357
450	General Liability Insurance	2,425	1,614	2,425
452	Property Insurance	3,363	2,201	3,363
461	Repair/Maintenane	6,853	6,434	6,853
499	Annual Fire Safety Inspection	50	50	50
520	Operating Supplies	200	152	200
525	Chemicals	500	364	500
	TOTAL OPERATING EXPENDITURES	33,383	27,484	33,383
	*Total Parks Department	\$ 33,383	\$ 27,484	\$ 33,383

City of Pahokee, Florida
 General Fund
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2022

Dept 590000 Non-Departmental

Object #	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
310	Professional Fees	20,800	5,880	20,800
342	Copier Lease	11,000	14,232	17,000
367	Other Charges-City Hall	10,327	12,207	15,500
369	Aid to Chamber of Commerce	-	-	-
410	Communications - Local	10,288	8,993	10,288
413	Communications - Long Distance	2,118	-	2,118
415	Internet for City	6,000	5,162	6,000
420	Postage	6,500	3,318	6,500
431	Electric Service	15,000	7,661	15,000
432	East Beach Water Assessment-Inc 246 E Main	12,950	7,505	10,000
436	Solid Waste Assessment	2,719	6,684	2,719
440	Rentals and Leases	2,800	-	2,800
450	General Liability Insurance	20,444	13,608	20,444
451	Auto Liability Insurance	3,330	2,171	3,330
452	Property Insurance	34,686	22,705	34,686
461	Repair/Maintenance	10,192	4,450	10,192
478	Printing	200	-	200
480	Promotional Activities	2,250	2,000	2,250
487	Employee of the Quarter	700	-	700
488	Employee of the Year	500	-	500
499	Annual Fire Safety Inspection	200	116	200
510	General Office Supplies	4,000	4,722	4,000
515	Books, Dues & Subscription	165	-	165
546	Fourth of July Celebration	10,000	12,150	10,000
600	Capital Outlay	-	-	-
	TOTAL OPERATING EXPENDITURES	187,169	133,564	195,392
920	Interfund Transfer Marina	136,105	62,485	136,105
	TOTAL INTERFUND TRANSFER	136,105	62,485	136,105
	*Total Non-Departmental	\$ 323,274	\$ 196,049	\$ 331,497

Special Revenue Fund

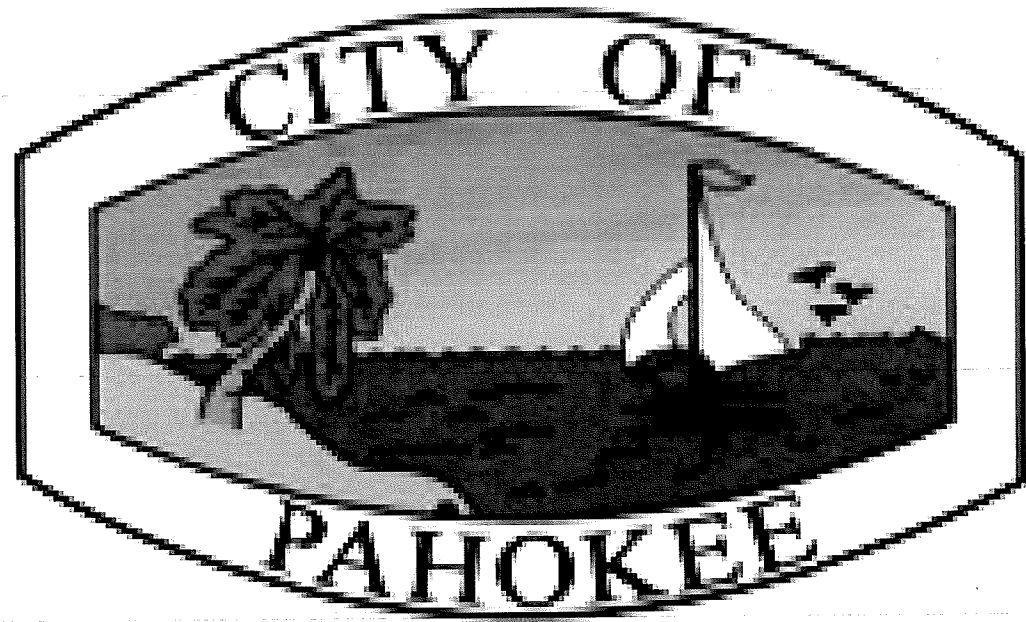


City of Pahokee, Florida
Special Revenue Fund
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2022

Fund 100 - Special Revenue Fund

Object#	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
REVENUES/OTHER SOURCES				
335800	Disc Sales Surtax 1%	348,061	317,467	348,061
	TOTAL REVENUES/OTHER SOURCES	348,061	317,467	348,061
EXPENDITURES				
631	Capital Outlay Disc Surtax (1%)	180,768	145,435	212,827
911	Interfund Transfer Debt Fund	167,293	-	135,234
	TOTAL EXPENSES	\$ 348,061	\$ 145,435	\$ 348,061

Henderson Endowment Fund

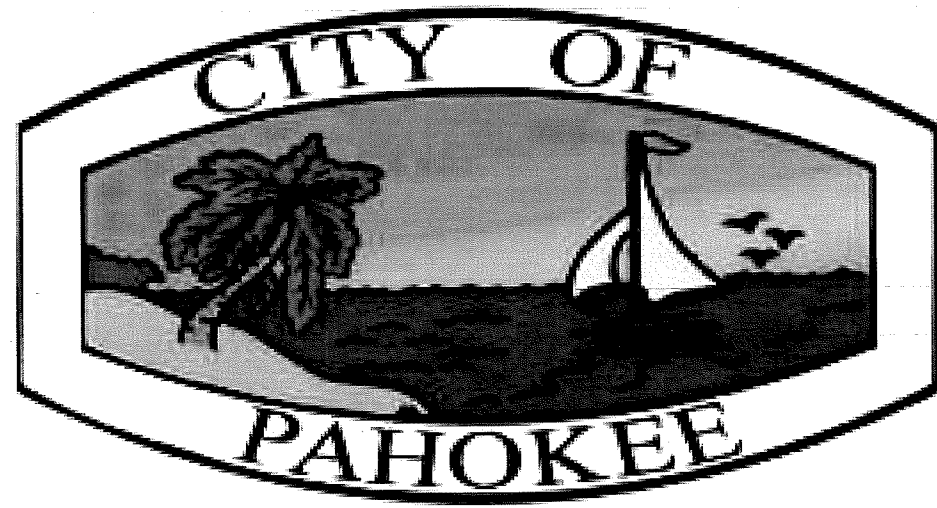


City of Pahokee, Florida
Henderson Endowment Fund
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2022

Fund 125 - Henderson Endowment

Object#	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
REVENUES/OTHER SOURCES				
360150	Interest Income	3,000	138	250
	TOTAL REVENUES/OTHER SOURCES	3,000	138	250
EXPENDITURES				
581010	Interfund Tsfr Out - Cemetery	3,000	-	250
	TOTAL EXPENSES	\$ 3,000	\$ -	\$ 250

Debt Service Fund



City of Pahokee, Florida
 Debt Service Fund
 Schedule of Revenues
 For The Fiscal Year Ending September 30, 2022

Fund 220- Debt Fund

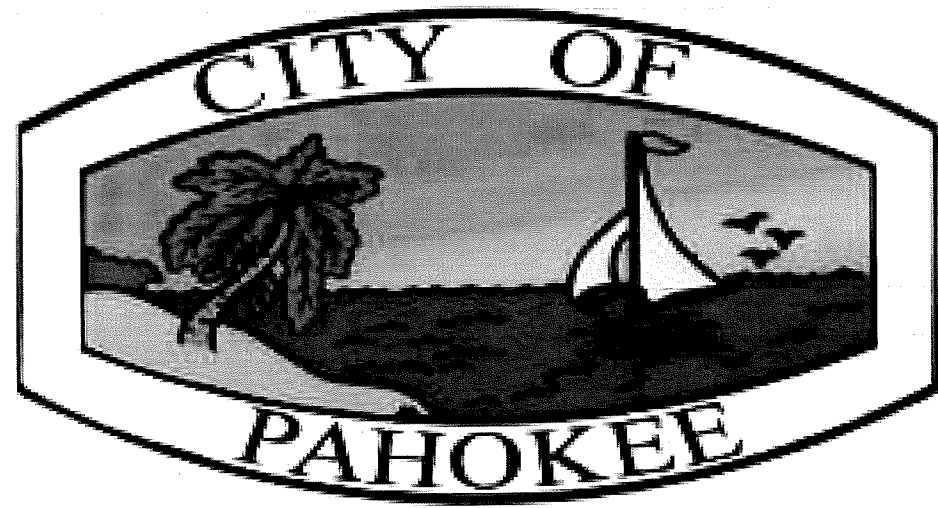
Object #	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
	REVENUES/OTHER SOURCES			
	Subtotal - Capital Projects - Revenues	-	-	-
	Interfund transfer in from Capital Projects Fund	135,234	90,156	135,234
	TOTAL Debt Service Fund REVENUES	\$ 135,234	\$ 90,156	\$ 135,234

City of Pahokee, Florida
 Debt Service Fund
 Schedule of Expenses
 For The Fiscal Year Ending September 30, 2022

Debt Fund

Object #	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
711	Principal on Loan	114,448	109,698	125,017
721	Interest Expense	20,786	14,266	10,217
	TOTAL OPERATING EXPENSE	135,234	123,964	135,234
	Interfund Transfer	-	-	-
	Total Interfund Transfer	-	-	-
	*Total Debt Service Fund	\$ 135,234	\$ 123,964	\$ 135,234

Capital Project Fund



City of Pahokee, Florida
Capital Project Fund
Schedule of Revenues
For The Fiscal Year Ending September 30, 2022

Fund 330 - Capital Project Fund

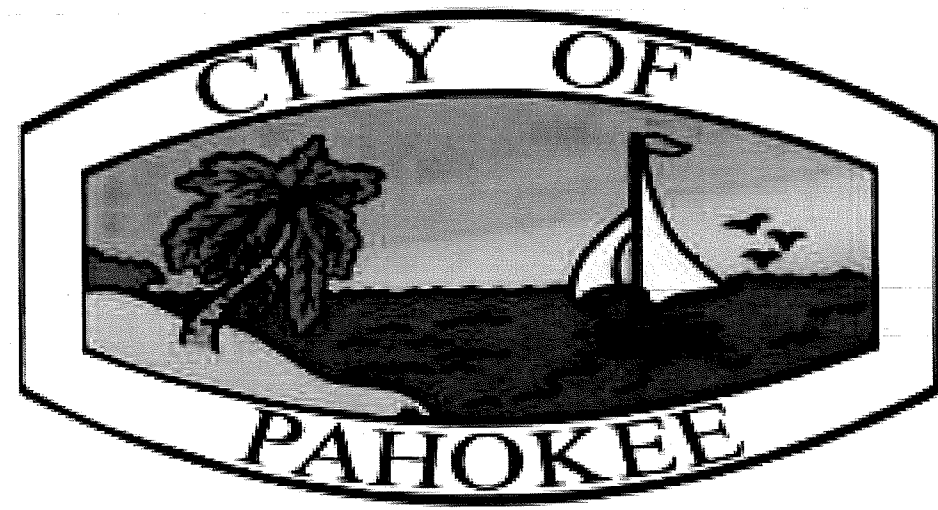
Object #	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
REVENUES/OTHER SOURCES				
	Capital Outlay (FDOT Road Project)			
334255	EDTF- phase 4,5, SCOP -McClure	1,143,943	86,105	1,143,943
334300	Storm Waste Authority Grant		274,504	
335800	LOCAL Discretionary Sales Surtax (1%)	-	-	-
384630	Debt Proceeds		-	
334302	Glades Citizens Villa- Grant	750,000	75,202	
	East Lake Village (Storm Drains)			750,000
334303	Brownfield Grant		109,189	
334300	SWA Grant	-		
369098	Other Micellaneous Revenues		46,800	
	Subtotal - Capital Projects - Revenues	1,893,943	591,799	1,893,943
	Interfund transfer in	-		-
	TOTAL CAPITAL PROJECTS REVENUES	\$ 1,893,943	\$ 591,799	\$ 1,893,943

City of Pahokee, Florida
 Capital Project Fund
 Schedule of Expenses
 For The Fiscal Year Ending September 30, 2022

Capital Project Fund

Object #	Account Number/Name	Adopted Budget 2020-2021	Actual	Proposed Budget 2021-2022
600	Capital Outlay (FDOT Road Project) Barfield Hwy	1,143,943	4,148,041	
	Capital Outlay (FDOT Road Project) EDTF-phase 4,5, SCOP -McClure			1,143,943
631	Local Discretionary Sales Surtax			-
621	Commissioners Park Grant			
622	Football Field Renovation			
635	Glades Citizens Villa			
	East Lake Village (Storm Drains)	750,000	645,217	750,000
637	BrownField Grant Reconstruction		114,909	
634	SWA Grant		212,000	
	TOTAL OPERATING EXPENSE	1,893,943	5,120,167	1,893,943
911	Interfund Transfer Debt Fund	-	-	-
	Total Interfund Transfer	-	-	-
912	Interfund Transfer Out to General Fund	-	-	-
	Total Interfund Transfer	-	-	-
	*Total Capital Project Fund	\$ 1,893,943	\$ 5,120,167	\$ 1,893,943

Marina Fund



City of Pahokee, Florida
 Marina & Campground Fund
 Schedule of Revenues
 For The Fiscal Year Ending September 30, 2022

Fund 445 - Marina & Campground

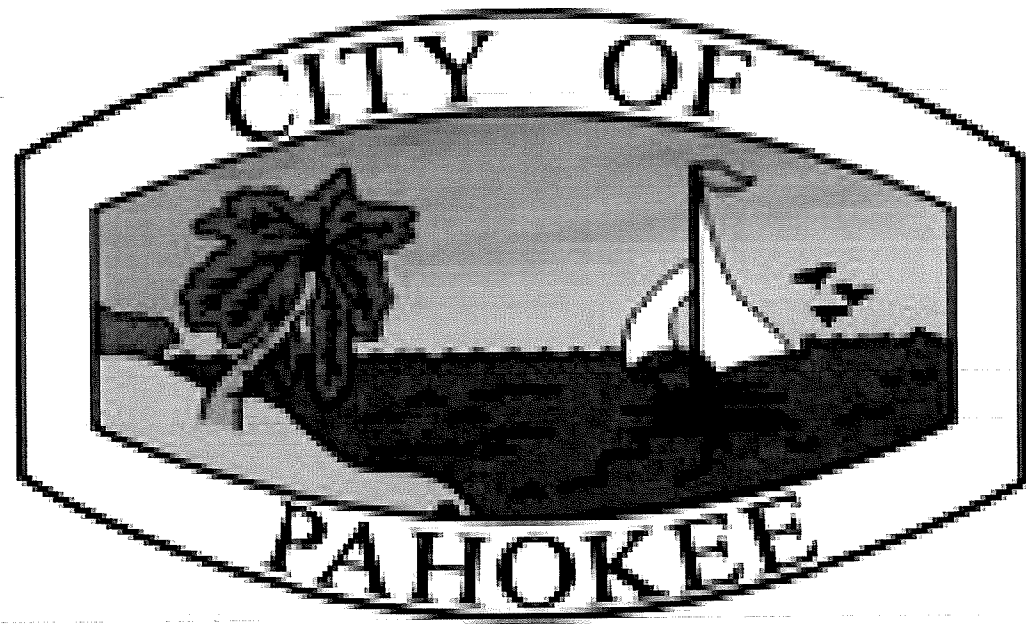
Object #	Account Number/Name	Adopted Budget 2018-2019	Actual Budget 2018-2019	Adopted Budget 2019-2020	Unaudited Actual 2019-2020	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
	REVENUES/OTHER SOURCES							
347510	Marina Campground Revenue	115,000	115,000	115,000		120,500	126,255	120,500
	Concession and snacks	2,500	2,500	2,500		-	-	250
	Rents for Conference Room	3,000	3,000	3,000		-	-	1,000
	Subtotal - Marina Revenues	120,500	120,500	120,500	-	120,500	126,255	121,750
	Interfund transfer in-From General Fund							
		26,698	26,698	26,698		136,105	62,485	136,105
	TOTAL MARINA & CAMPGROUND REVENUES/OTHER SOURCES	\$ 147,198		\$ 147,198	\$ -	\$ 256,605	\$ 188,740	\$ 257,855

City of Pahokee, Florida
Marina & Campground Fund
Schedule of Expenses
For The Fiscal Year Ending September 30, 2022

Dept 575000 Marina & Campground

Object #	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110/120/130	Regular Salaries & Wages	15,600	15,852	17,000
210	FICA Taxes	1,193	1,086	1,301
220	FLC Ret 2% (changed to 4.35%)	679	608	740
221	FLC Ret 3%	468	443	510
230	Life and Health Insurance	2,929	2,997	3,609
	TOTAL PERSONNEL SERVICE	20,869	20,986	23,159
310	Professional Fees	500	1,290	1,300
311	Drug Testing	100	76	100
320	Accounting & Auditing	500	-	500
354	Permits	1,000	450	1,000
410	Communications Local Services	1,715	885	1,715
413	Communications Long Distance	285	-	285
415	Internet Services	3,000	4,851	5,200
431	Electric Services	45,000	40,446	44,678
432	Water, Sewer & Solid Waste	136,920	119,311	136,920
436	Solid Waste Assessment	8,968	7,638	8,968
444	DNR Annual Adm Fee	436	-	436
450	General Liability Insurance	694	462	694
452	Property Insurance	4,750	3,109	4,000
461	Repair/Maintenance	8,500	12,836	9,500
490	Advertising	3,500	-	1,500
492	Bank Charges/Fees	2,400	1,123	2,200
499	Annual Fire Safety	-	-	-
510	General Office Supplies	1,416	383	1,000
515	Dues	1,000	-	200
520	Operating Supplies	13,552	15,260	14,000
559	Books & Subscriptions	-	-	-
640	Equipment	1,500	194	500
	TOTAL OPERATING EXPENSE	235,736	208,313	234,696
600	Capital Outlay	-	-	-
	TOTAL CAPITAL OUTLAY	-	-	-
	Sub-Total Marina Expenditures	256,605	229,299	257,855
	Interfund Transfer Out to General Fund	-	-	-
	*Total Marina & Campground Expenses	\$ 256,605	\$ 229,299	\$ 257,855

Cemetery Fund



City of Pahokee, Florida
 Cemetery Fund
 Schedule of Revenues
 For The Fiscal Year Ending September 30, 2022

Fund 450 - Cemetery

Object#	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
363653	Pre-Need Open/Closing			
363654	Private Openings and Closing	40,000	47,505	40,000
346920	Pre-Need Prepetual Care		2,000	
346921	Private Perpetual Care Fees	8,500	14,000	8,500
361010	Restricted Interest- Perpetual	100	-	100
369041	Rental/House	3,250	-	3,250
369042	Cemetery Land Lease Income	4,500	3,402	4,500
364111	Sale of Cemetery Lot- Private	31,011	42,200	31,011
364112	Sale of Cemetery Lot- PreNeed	13,000	11,275	13,000
364120	Pre- Need Vault Sale			
364121	Sale of Vault Liners- Private	25,000	22,150	25,000
364123	Sale of Vault Liners- PreNeed	5,000	-	5,000
364130	Marker Installation- Private	500	114	500
364132	Vault Service	5,000	2,550	5,000
364150	Cremation Fees	7,000	3,000	7,000
364171	Sale of Memorials- At Need	43,596	7,094	43,596
364172	Sale of Memorial- PreNeed	5,000	-	5,000
364181	Sale of Crypts-At Need	9,000	12,180	9,000
364182	Sale of Crypts - Preneed	6,000	6,990	6,000
369098	Other Miscellaneous Revenues	1,376	1,785	1,376
	Subtotal - Cemetery Revenues	207,833	176,245	207,833
3810100	Interfund Trns In- SRF Henderson	3,000	-	1,000
	Total Cemetery Revenues/Other Sources	\$ 210,833	\$ 176,245	\$ 208,833

City of Pahokee, Florida
Cemetery Fund
Schedule of Expenses
For The Fiscal Year Ending September 30, 2022

Dept 539000 Cemetery

Object #	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110/120/130	Regular Salaries & Wages	86,420	75,864	86,420
150	Special Pay	0	0	0
210	FICA Taxes	6,652	5,762	6,652
220	FLC Ret 4.35%	3,529	3,287	3,529
221	FLC Ret 3%	2,434	2,267	2,434
230	Life and Health Insurance	18,172	13,191	18,172
240	Worker's Compensation	7,000	3,196	7,000
	TOTAL PERSONNEL SERVICE	124,207	103,567	124,207
310	Professional Services	-	-	-
320	Accounting & Auditing	4,500	-	4,500
360	Travel & Per Diem	1,000	-	1,000
410	Communications - Local Servi	3,000	2,647	3,000
413	Communications - Long Distan	600	194	600
415	Internet Service	840	1,331	840
420	Postage	200	15	200
431	Electric Service	2,500	3,722	2,500
432	Water, Sewer & Solid Waste	1,800	1,865	1,800
442	License	100	-	100
450	General Liability Insurance	2,453	1,633	2,453
451	Auto Liability Insurance	1,178	829	1,178
452	Property Insurance	2,506	1,640	2,506
461	Repair/Maintenance	11,756	10,760	11,756
510	General Office Supplies	500	768	500
520	Operating Supplies	4,713	4,005	4,713
524	Fuel	7,000	2,794	7,000
525	Chemicals	500	495	500
526	Small Equipment	2,000	1,542	2,000
528	Uniforms	500	-	500
529	Protective Apparel	-	-	-
551	COS Markers (Memorial Sales)	25,000	5,047	24,000
552	COS Lot Markers	1,000	1,000	1,000
553	COS Vault Liners	12,680	12,651	11,680
559	Books & Subscriptions	300	-	300
	TOTAL OPERATING EXPENSE	86,626	52,939	84,626
600	Capital Outlay	-	-	-
	TOTAL CAPITAL OUTLAY	-	-	-
	*Total Cemetery Expenses	\$ 210,833	\$ 156,506	\$ 208,833

Ad Valorem Taxes	Taxes that are received from properties in the City
Sales and Use Taxes	Revenues received from the State (Revenue Sharing, 8 cent motor fuel tax, communication service tax, half cent tax, local and new local gas tax)
Franchise Fees	Monies received from FPL & GUA
Utility Service Taxes	Monies received from water, electric, and gas companies as a service tax
Licenses and Permits	Business tax receipts, building permits, and mobile home licenses
Intergovernmental Revenue	Funds received from other governmental entities mainly grant funds--FDOT, PBC
Charges for Services	Anything the City charges a fee for: garbage, cafeteria rentals, lien searches, and etc.
Fines and Forfeits	Code enforcement fines and court fines
Interest Earnings & Rents	Interest that is received from bank accounts and rent for City owned properties-- Okeechobee Land, POPS, and Everglades Prep.
Enterprise Management Fees	Fee that is charged to Enterprise funds for the General Fund to manage them
Miscellaneous Revenue	Anticipated donations to receive throughout the year. (Basketball, football, PBC payment for SWA assessment)
Interfund Transfers (In)	Funds that are transferred to help cover the shortfall of Enterprise Funds.

General Government	All departments excluding the ones listed below.
Public Safety	All expenses associated with the payment to PBSO
Physical Environment	All expenses associated with the cost of garbage collections-- monthly payments to SWS and tipping fees
Road and Street Expenses	All expenses associated with Public Services-- Salaries, auto repairs, street lights, maintenance to equipment, and etc.
Human Services	All expenses associated with Human Resources- Salary, payroll maintenance program, employee buyout for those who opt out of insurance
Culture and Recreation	All expenses associated with Parks & Recreation-- Salaries, electrical service, water services, grants for generators, and etc.
Debt Service	The amount of debt to be paid during the year-- Bank of America loan \$94,006 and PBSO repayment \$60,000
Interfund Transfers (Out)	

City of Pahokee, Florida
General Fund
Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2022

Account #	Account Name	Proposed Budget 2021-2022
311000	Current Year Ad Valorem Taxes	618,469 AD VALOREM TAXES
311100	Early Payment Discounts	(18,000) AD VALOREM TAXES
311200	Prior Years' Ad Valorem Taxes	18,000 AD VALOREM TAXES
312100	New Local Option Gas Tax (Ct	57,102 SALES & USE TAXES
312200	Local Option Gas Tax	135,260 SALES & USE TAXES
313100	Franchise Fees - Electric	238,955 FRANCHISE FEES
314100	Communication Service Tax	72,383 SALES & USE TAXES
314200	Water Utility Service Tax	71,847 UTILITY SERVICE TAXES
314300	Propane Utility Service Tax	5,000 UTILITY SERVICE TAXES
314400	Electric Utility Service Tax	260,762 UTILITY SERVICE TAXES
321000	Occupational Licenses	15,000 LICENSES AND PERMITS
321051	Occupational License (Late Fees)	700 LICENSES AND PERMITS
338100	County Occupational Licenses	16,000 LICENSES AND PERMITS
322000	Building Permits	40,000 LICENSES AND PERMITS
322500	Inspection Fee	3,000 LICENSES AND PERMITS
323500	Education Fee	1,000 LICENSES AND PERMITS
324000	Site Plan Review	20,000 CHG FOR SVCS
334100	FL DOT Lighting Agreement	59,720 INTERGOV
335200	State Revenue Sharing	461,834 SALES & USE TAXES
335300	Mobile Home Licenses	3,602 LICENSES AND PERMITS
335400	Alcoholic Beverage Licenses	1,000 SALES & USE TAXES
335500	8th Cent Motor Fuel Tax-Trns	84,734 SALES & USE TAXES
335700	1/2 Cent Sales Tax	463,934 INTERGOV
335490	DOR - Motor Fuel Tax Refunds	1,200 MISCELLANEOUS REV
337120	PBC Economic Development Grant (CDBG)	44,866 INTERGOV
313400	SWA Recycling Shared Revenue	400 INTERGOV
338200	DJJ - Paymt in Lieu of Taxes	142,900 INTERGOV
338300	PHA - Paymt in Lieu of Taxes	25,000 INTERGOV
337875	Early Learning Coalition	28,000 INTERGOV
341300	Election Qualifying Fee	500 CHG FOR SVCS
341400	Title Searches	5,000 CHG FOR SVCS
341500	Photo Copy Charges	900 CHG FOR SVCS
366400	Bench Advertising Revenue	1,800 CHG FOR SVCS
347007	After School Rec Activity Fe	1,300 CHG FOR SVCS
347010	Summer Recreation Program Fe	7,020 CHG FOR SVCS
347015	Basketball/Baseball Donation	500 MISCELLANEOUS REV
347020	Cheerleader Registration	1,500 CHG FOR SVCS
347027	Track - Registration Fees	500 CHG FOR SVCS
347040	Orange Bowl - Sponsorship	5,000 CHG FOR SVCS
347042	Football - Registration	5,000 CHG FOR SVCS
347045	Flag Football - Concessions	4,000 MISCELLANEOUS REV
350100	Court Fines	4,000 FINES & FORFEITS
350500	Code Enforcement Fines	115,000 FINES & FORFEITS
350505	Vacant Properties Registry	1,300 INTERGOV
360100	Interest Income	1,000 INTERESTS & RENTS
360350	Interest - SBA	1,000 INTERESTS & RENTS
361049	Interest - Investment	1,000 INTERESTS & RENTS
361050	Interest Income	1,000 INTERESTS & RENTS
362200	Rents - Metro PCS	22,307 INTERESTS & RENTS
362300	Rents - Cafeteria	4,000 INTERESTS & RENTS
362400	Rent-Everglades Preparatory	35,438 INTERESTS & RENTS
362590	Rent-Lutheran Services	27,000 INTERESTS & RENTS
362600	Rent - Thalle	8,500 INTERESTS & RENTS
342400	Donations - Back to School Bash	5,000 MISCELLANEOUS REV
363000	Donations	5,000 MISCELLANEOUS REV
369098	Other Miscellaneous Revenues	215,074 MISCELLANEOUS REV
343600	Water Entity Fees	190,000 FRANCHISE FEES
343400	Garbage Fee Income	552,000 CHG FOR SVCS
343420	Container Fee Income	19,000 CHG FOR SVCS
343430	Recycling Fee Income	41,000 CHG FOR SVCS
343700	Infrastructure Fee	24,000 CHG FOR SVCS
	Other Sources: Appropriated Fund Balance	140,721
	TOTAL REVENUES/OTHER SOURCES	\$ 4,319,528

Schedule		
369098	Other Miscellaneous Revenues	10,000.00
	Health Options (Rebate for FY2017 Health Insur	5,074.04
	Sell of the old hospital	200,000.00
	Total	215,074.04

ORDINANCE NO. 2021-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, MODIFYING ARTICLE II, SECTION 2-26, CITY COMMISSION MEETINGS GENERALLY; COMPENSATION AND EXPENSE ALLOWANCE FOR CITY COMMISSION; ATTENDANCE AT MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS; ORDER OF BUSINESS; CITY COMMISSIONERS' VOTES RECORDED ON ORDINANCES AND RESOLUTIONS; ORDER, VOTES REQUIRED TO PASS RESOLUTIONS; CLERK DESIGNATED CUSTODIAN, DUTIES; REMOVING OR WITHHOLDING FROM CUSTODIAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee ("City Commission") desires to revise its Rules of Procedure by revising Article II, Section 2-26 of the City of Pahokee Code of Ordinances; and

WHEREAS, the City Commission finds that it would operate more efficiently if revised Rules of Procedure were adopted and followed.

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

SECTION 1. Sec. 2-26. of the Code of Laws and Ordinances of the City of Pahokee is modified to read as follows:

(1) City Commission meetings generally.

(a) *Ground rules for decorum regarding members of the city commission.* The following shall constitute the guidelines for decorum to be adhered to by members of the city commission in their respective roles as elected public officers of the city:

(1) Members of the city commission shall:

- A. Each conducts themselves with dignity;
- B. Agree to disagree with each other; and

C. Show respect for the points of view of other members of the city commission.

(2) Members of the city commission shall not:

- A. Falsely accuse another member of the city commission of wrongdoing;
- B. Criticize each other in a rancorous or unprofessional manner;
- C. Make personal attacks on another member of the city commission; or
- D. Individually act without the support of the city commission.

(b) *Procedures and Scope.*

(1) The City of Pahokee city commission is permitted by Florida law to determine its own rules of procedure. Unless otherwise set forth herein, all municipal meetings shall be conducted in accordance with the procedural requirements as established by Roberts Rules of Order, said rules of order being incorporated into this section by reference.

(2) The city commission, the city Manager, the city clerk, and the public shall be governed by the terms, conditions, and provisions of this section as the basis and framework for procedures of the city commission.

(3) Members of the city commission and other public officers attending or participating in any regular or special meeting of the city commission shall abide by the standards of conduct and values set forth by to Code of Ethics for Public Officers to be established by the Commission.

(c) *Agenda.* The City Manager and the City Attorney may place matters on the agenda for Regular and Special meetings. Commissioners may ask to have matters placed on subsequent Regular agenda meetings.

The City Manager and the City Attorney may agenda items.

(d) *Duties and responsibilities of mayor.*

(1) The mayor or presiding officer at any regular or special meeting of the city commission shall introduce agenda items by the agenda item number and the brief title as listed on the agenda. Thereafter, the mayor or presiding officer may call on the City Manager or City Attorney and request a brief explanation of the item under consideration. The item shall then be opened for public hearing or discussion by the city commission, as applicable.

(2) Any comments or questions by the attending public shall be directed to the mayor or presiding officer. Members of the city commission shall direct all comments

and questions on the subject matter being discussed to the mayor or presiding officer and shall not engage in cross conversations with other members of the public or direct any questions to other members of the city commission or to the public. The mayor or presiding officer shall not unreasonably withhold or delay recognition of any member of the city commission desiring to speak. The mayor or presiding officer shall recognize other members of the city commission in rotation and not call on any member a second and subsequent time until such time as all members of the city commission shall have had the opportunity to speak.

- (3) If the mayor or presiding officer desires to participate in a discussion, he or she shall do so only when the speaking member of the city commission has relinquished the floor. The mayor or presiding officer shall not interrupt a speaking member of the city commission for the purpose of comment other than to move the discussion forward.
 - (4) The mayor or presiding officer shall not use his or her power as chair to dominate debate or discussion, nor shall the mayor or presiding officer unreasonably cut short or prolong any debate, discussion, or taking of a vote.
 - (5) Motions to change the order of business on the published agenda shall require a majority vote of the city commission.
 - (6) The mayor or presiding officer, in consultation with the city attorney, shall make rulings on parliamentary procedure. A majority of commissioners present may overrule the mayor or presiding officer on rulings of parliamentary procedure.
- (e) *Time of meetings.* All regularly scheduled meetings of the city commission shall begin at 6:00 p.m. and shall conclude upon motion and majority vote to adjourn.
- (f) *City commission discussion.*
- (1) Discussion by a member of the city commission shall not be limited, unless a motion to limit debate is made and adopted. Each member of the city commission shall be afforded the opportunity to offer rebuttal to each item discussed. A motion to limit debate shall take precedence over all motions, except a motion to adjourn, a point of order, or a motion to table.
 - (2) Each member of the city commission and the public who desires to speak shall address the mayor or presiding officer, and upon recognition by the mayor or presiding officer, shall confine himself or herself to the issues under debate, avoiding all personalities and indecorous language.
 - (3) Members of the city commission shall not interrupt anyone who has the floor, unless it is to call the meeting to order, or as otherwise provided in this section. If a member of the city commission desires to direct questions to another member of the city commission or the public, the questions shall be directed to the mayor or

presiding officer who in turn will recognize the individual who wishes to answer the specific question.

- (4) While the city commission is in session, members of the city commission and the public present at the meeting shall not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the city commission. There shall be no audience outburst and disruptive conversation from members of the public.

(g) *Citizen's Rights*

- (1) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on agenda items except as provided for below. Public input shall be limited to three (3) minutes. Speakers cannot designate their time to someone else. The Mayor and/or Commissioners cannot extend a speaker's time. This right does not apply to:

- i. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Commission to act.
- ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- iii. A meeting that is exempt from Section 286.011, Florida Statutes.

- (h) *Manner of Addressing the Commission - Time Limit:* Each person addressing the Commission shall sign in with the City Clerk no later than the beginning of the item they wish to discuss. Persons shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Commission, shall limit his/her address to three (3) minutes. All remarks shall be addressed to the Commission as a body, and not to any member thereof. No person, other than members of the Commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Commission. When requested by any member of the Commission the City Manager, City Attorney, as well as staff members, may enter into any discussion. No questions shall be asked the Commissioners, except through the presiding officer. The City Manager and the City Attorney may ask the Chair for permission to speak at any time.

- (i) *Personal and Slandorous Remarks:* Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, while addressing the Commission, may be requested to leave the meeting.

- (j) *Special meetings.* Special meetings of the governing body shall be called solely for specific and stated purposes only.

- (k) *Quorum for City Commission Meeting.* Any three members of the Commission shall constitute a quorum.

SECTION 2. Compensation and expense allowance for City Commission.

- (a) The following shall be the annual salaries for the respective elective offices of the City:
- (1) Mayor, nine thousand dollars (\$9,000.00);
 - (2) City commissioner, four thousand eight hundred dollars (\$4,800.00).
- (b) In addition to the compensation, each such officer shall be entitled to receive the following:
- (1) Reimbursement and payment for reasonable out-of-town authorized travel expenses while on city business, in accordance with Florida Statute 112.061;
 - (2) The regular city's share and contribution toward the cost of any premium or payment for any authorized general employees' pension plan, health and accident insurance program, life insurance program, and medical insurance program as applicable to all regular city employees.
- (c) The mayor or any city commissioner who is absent from two (2) consecutive regular meetings of the city commission shall forfeit or not be entitled to receive the equivalent of one (1) month's compensation, and a like sum for each subsequent absence from two (2) consecutive such meetings. Upon a finding by the city commission that any such absence was due to illness, death in the immediate family of any city commissioner or for the purpose of conducting city business or city related business; such absence may be excused and this forfeiture waived by the City Commission.

SECTION 3. Attendance at meetings by telephone or other electronic means.

- (a) Any city commissioner, who is unable to attend any regular or special city commission meeting in person may be afforded the opportunity to appear at said meeting via telephone or other electronic means if approved by a majority of the commissioners present; however, in no event shall any meeting be held unless a minimum of three (3) commissioners are present in person at said meeting.
- (b) It is not the intent of this section to allow city commission members to attend city commission meetings by telephone or other electronic means, simply for their convenience, but only for special circumstances where attendance is not possible.

SECTION 4. Order of business.

The following order of business shall be observed:

- (a) Invocation and Pledge of Allegiance;
- (b) Roll call;
- (c) Additions, deletions, agenda items;
- (d) Citizen Comments/Public Service Announcements - (3 Minutes);
- (e) Approval of minutes;
- (f) Consent agenda;
- (g) Regular agenda;
 - (1) Ordinance(s), 1st and 2nd Reading, and Public hearings;
 - (2) Resolution(s);
 - (3) Other agenda items;
- (h) Report of the city manager;
- (i) Report of the city attorney;
- (j) Old business;
- (k) New business;
- (l) Commissioner comments;
- (m) Adjourn (by Motion and Approval of majority present).

At all special meetings, the regular order shall be dispensed with after the roll call with the exception of public comment which shall be three (3) minutes per person.

SECTION 5. City commissioners' votes recorded on ordinances and resolutions.

Each city commissioner's vote shall be recorded on all ordinances and resolutions presented to the city commission.

... votes required to pass resolutions.

...um of three (3) votes in favor of a resolution or ordinance is required to effect passage of the resolution or ordinance.

SECTION 7. Clerk designated custodian, duties.

The City Clerk shall be the custodian of the public records of the city for all purposes. Any public record coming into the possession of any officer, official, employee, agent or servant of the city, shall be filed with the city clerk within seventy-two (24) hours of receipt or if the same falls upon a day that the city hall is not open for conduct of municipal business, then by noon of the first ensuing business day. All public records received by the city clerk shall have placed thereon an appropriate designation as to the time and date of receipt. Duplicates of any instruments or records of which the city clerk has the original need not be filed with the city clerk.

SECTION 8. Removing or withholding from custodian.

No person shall remove, conceal, withhold, retain or keep any public record from the lawful custody of the city clerk.

SECTION 9. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 10. 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 11. 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 12. Effective Date.

This Ordinance shall take effect immediately upon final passage.

PASSED FIRST READING this 24th day of August, 2021.

PASSED SECOND READING this ___ day of _____, 2021.

ATTESTED:

Tijauna Warner, City Clerk

Keith J. Babb, Jr., Mayor

APPROVED AS TO
LEGAL SUFFICIENCY:

Mayor Babb _____
Vice Mayor Bohlen _____
Commissioner Murvin _____
Commissioner Gonzalez _____
Commissioner Perez _____

By: _____
Gary M. Brandenburg, City Attorney

ORDINANCE NO. 2021-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, DESIGNATING THE CITY CLERK AS THE CITY'S OFFICIAL REPRESENTATIVE IN ALL TRANSACTIONS WITH THE SUPERVISOR OF ELECTIONS IN RELATION TO MATTERS PERTAINING TO THE USE OF REGISTRATION BOOKS AND RECORDS FOR THE HOLDING OF ALL MUNICIPAL ELECTIONS; PROVIDING FOR THE CANVASSING BOARD OF PALM BEACH COUNTY, FLORIDA, TO CANVASS ALL MUNICIPAL ELECTIONS, COMPOSITION OF CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee ("City Commission") desires to establish and maintain a reliable and consistent election process for the City of Pahokee.

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

SECTION 1. Designation of the City Clerk as Official Representative

The Clerk of the City is designated as the official representative of the City of Pahokee in all transactions with the Supervisor of Elections of Palm Beach County, Florida, and all matters pertaining to the use of registration books and records for the holding of all City of Pahokee elections.

SECTION 2. Canvassing Board

The City of Pahokee designates the Palm Beach County Canvassing Board, appointed by the Palm Beach County Board of County Commissioners and Chief Judge of the 15th Judicial Circuit ("PBCCB") as the City of Pahokee Canvassing Board., and delegates all canvassing duties, as defined by Florida Statutes and the City of Pahokee Charter, to the PBCCB. The PBCCB shall be composed of the Palm Beach County Supervisor of Elections, a County Judge appointed by the 15th Judicial Circuit Chief Judge, who will act as Chair, the Chair of the Board of County Commissioners or their respective alternate or substitute.

SECTION 3. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. Conflict.

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

SECTION 5. Inclusion in the Code of Ordinances

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

SECTION 6. Effective Date

This Ordinance shall take effect immediately upon final passage.

PASSED FIRST READING this 15th day of September, 2021.

PASSED SECOND READING this ___ day of _____, 2021.

ATTESTED:

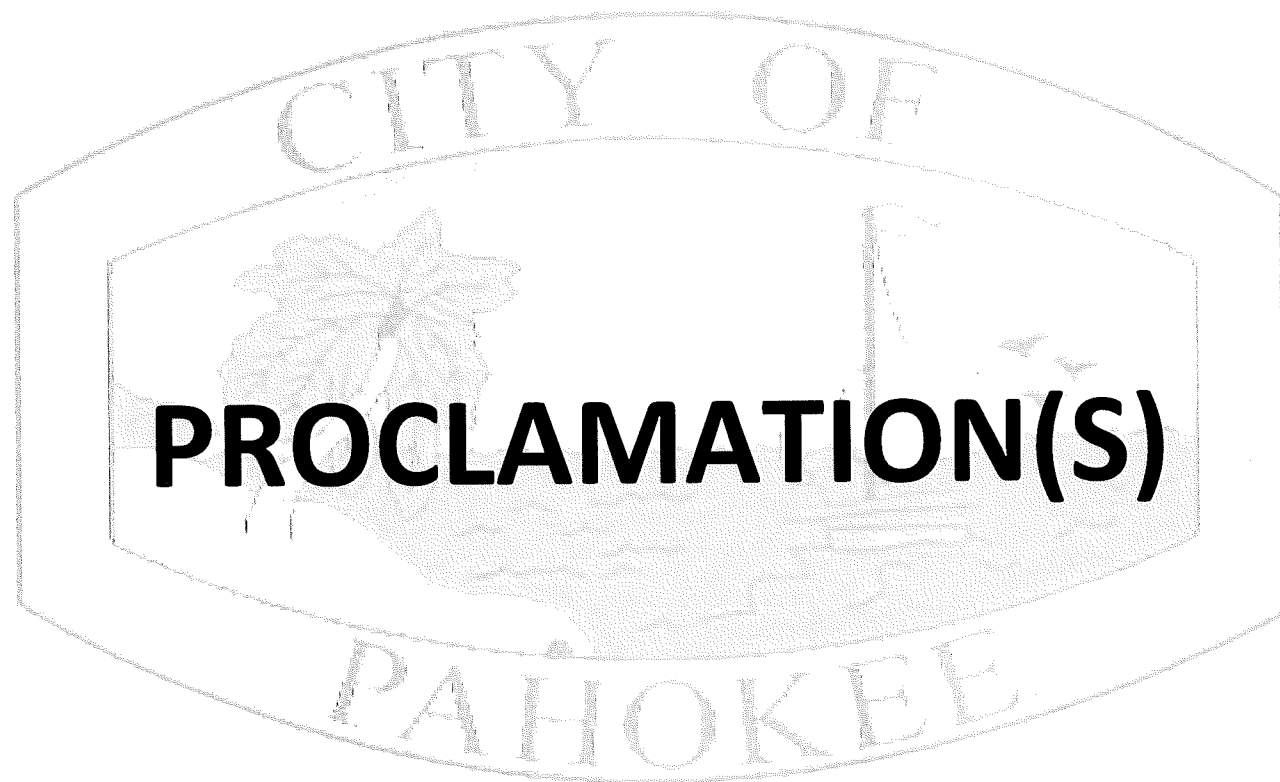
Tijauna Warner, City Clerk

Keith J. Babb, Jr., Mayor

APPROVED AS TO
LEGAL SUFFICIENCY:

Mayor Babb _____
Vice Mayor Bohlen _____
Commissioner Murvin _____
Commissioner Gonzalez _____
Commissioner Perez _____

By: _____
Gary M. Brandenburg, City Attorney



Proclamation

*Expression of Sympathy
Bishop Bud Mickins Jr.*

Whereas, the residents of Pahokee with heavy hearts, are still very proud to recognize the life and valuable contributions of Bishop Bud Mickins Jr. ;and

Whereas, Bishop Bud Mickins Jr. was born on November 21, 1947 in Pahokee, Florida to Bud Mickins Sr. (father) and Mozetta Mickins (mother); and

Whereas, Bishop Bud Mickins Jr. graduated from East Lake High School ("Hawk") with his high school diploma; and

Whereas, Bishop Bud Mickins Jr. earned a BA Degree in Business Administration from Florida Memorial College; and

Whereas, Bishop Bud Mickins Jr. devoted 25 years of his career as a Case Manager for the Comprehensive AIDS Program; and

Whereas, Bishop Bud Mickins Jr. dedicated his life to the Lord in February 1976 with the Pahokee Church of God as a Deacon and became an Ordained Administrative Bishop in 1993; and

Whereas, Bishop Bud Mickins Jr. will be remembered by his effervescent spirit and commitment to the Glades and high regard he earned by all whom he touched; and

NOW, THEREFORE, be it resolved, on behalf of the City Commission and the Citizens of Pahokee, that by the virtue of the authority vested in me as Mayor of Pahokee do hereby extend our sincerest sympathy to the family of Bishop Bud Mickins Jr.;

"Expression of Sympathy Bishop Bud Mickins Jr."

Pass and Adopted this 15th day of September 2021

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Regina Bohlen

Vice Mayor Regina Bohlen

Juan Gonzalez

Commissioner Juan Gonzalez

Clara M. Murvin

Commissioner Clara Murvin

Sara Perez

Commissioner Sara Perez



Proclamation

Lakeside Medical Center's Birthing Center

WHEREAS, Lakeside Medical Center, a 70-bed, acute care safety net hospital that is owned and operated by the Health Care District of Palm Beach County, served over 23,000 patients in 2020 and is one of the few rural teaching hospitals in Florida, graduating its eighth class of Family Medicine Residents in 2021; and

WHEREAS, the physicians, nurses and staff at Lakeside Medical Center are committed to delivering high quality acute care through evidence-based medicine in a caring, safe and technologically-advanced setting; and

WHEREAS, in 2021, the Birthing Center at Lakeside Medical Center carries on its 60-year tradition of delivering generations of healthy babies for residents of the Glades communities and providing new mothers with high-quality, compassionate care through labor and delivery; and

WHEREAS, through the hospital's partnership with OB/GYN Specialists of the Palm Beaches, board-certified Obstetricians and Gynecologists as well as Anesthesiologists provide care 24-hours a day throughout the year, as do Certified Nursing Assistants and Registered Nurses with over 20 years of experience who are certified in labor/delivery and newborn care; and

WHEREAS, to accommodate a family-oriented birthing experience, the Birthing Center at Lakeside Medical Center offers seven large, private post-partum suites and five large, private labor suites that are adjacent to the hospital's award-winning surgical unit in the event a Caesarian section is needed; and

WHEREAS, in-house Board-certified Pediatricians are also available around the clock to attend to any newborn's needs, answer parents' questions and ensure a newborn is ready for discharge and a Certified Lactation Specialist is on-staff to guide new mothers and their babies with breastfeeding; and

WHEREAS, following the baby's birth, a new mom and her partner are treated to a fine dining experience to celebrate the special delivery and members of the community invited to schedule a tour of the Birthing Center at Lakeside Medical Center or ask questions by calling 561-829-4950 during business hours; and

WHEREAS, in 2020 Lakeside Medical Center received national, gold-level recognition from the Association of perOperative Registered Nurses for ensuring patient and staff safety in the operating room, and in 2018 Lakeside Medical Center was named an "A" rated, top hospital in the nation for patient safety as recognized by Leapfrog's Hospital Safety Grade, and was honored by Florida Blue as a 2018 Blue Distinction® Center for Maternity Care; and

WHEREAS, the C. L. Brumback Primary Care Clinics are conveniently co-located at Lakeside Medical Center to serve as the medical home for newborns and their families; and

Now, Therefore, be it resolved, on behalf of the City Commission and the Citizens of Pahokee, that by the virtue of the authority vested in me as Mayor of Pahokee do hereby recognize that Lakeside Medical Center's Birthing Center "delivers."

Done this 15th day of September, 2021

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Regina Bohlen

Vice Mayor Regina Bohlen

Juan Gonzalez

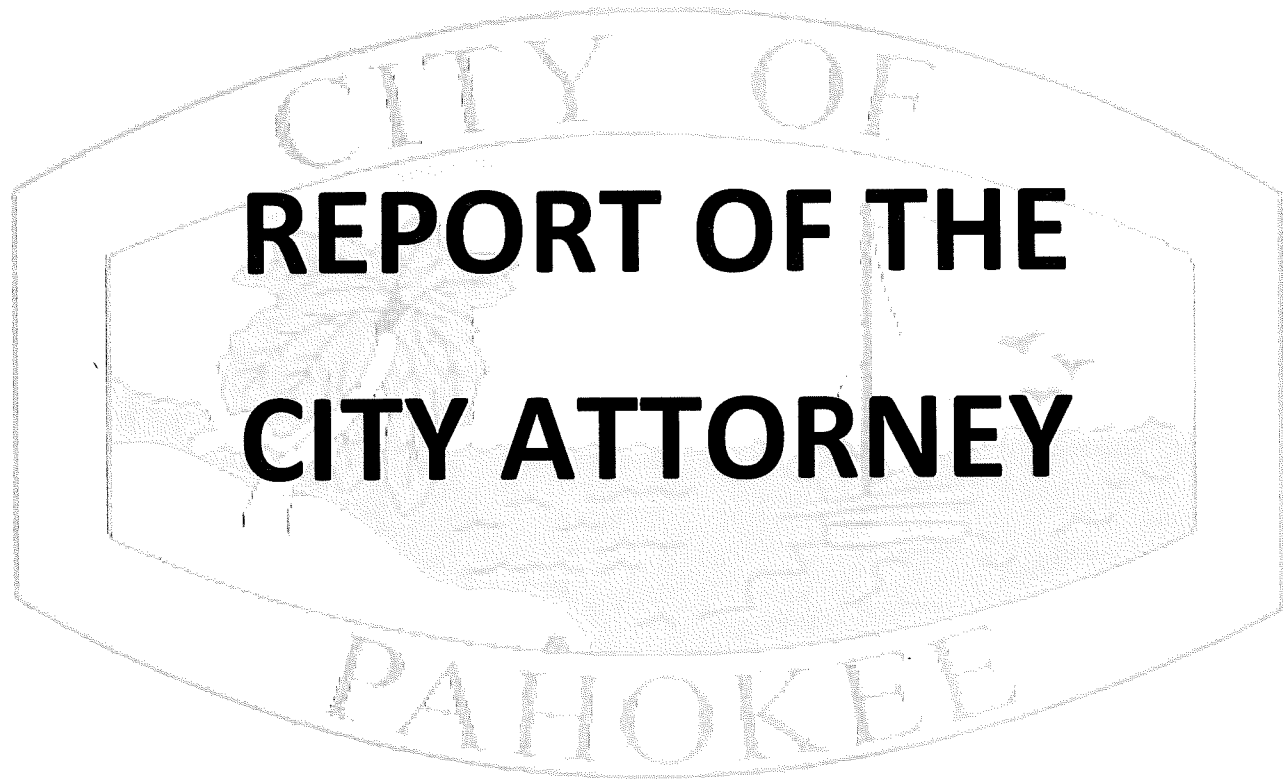
Commissioner Juan Gonzalez

Clara M. Murvin

Commissioner Clara Murvin

Sara Perez

Commissioner Sara Perez



BRANDENBURG & ASSOCIATES, P.A.

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Gary M. Brandenburg

Gary@BrandenburgPA.com

ATTORNEY AT LAW

TO: City Commission of the City of Pahokee
FROM: Gary Brandenburg, City Attorney
DATE: August 31, 2021
SUBJECT: Update on City of Pahokee Litigation Matters

1. Sara Perez v. Pahokee

The Mayor incorrectly reported the history of this case.

Pahokee filed a lawsuit through your former city attorney, Ms. Weeks, seeking to throw Ms. Perez off of the ballot. The case was lost. The Court thought the case was outrageous and indicated they would consider awarding Commissioner Perez attorney fees.

When the Court considered attorney fees, it indicated that the City's suit was totally frivolous, but declined to award attorney fees against a poor city. The Court noted, however, that it would not hesitate next time.

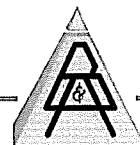
This case is over.

2. Okeechobee Land Company v. City of Pahokee

The Mayor and Ms. Weeks misrepresented this case.

Okeechobee Land Company filed suit on August 24, 2018, claiming they had a right of first refusal on a piece of property. I answered and as a defense stated:

- a. The lease did not contain an enforceable option to purchase; it was merely an agreement to attempt to agree on a purchase price in the future. It is not enforceable.
- b. Plaintiff did not offer to pay the City market value for the property and wanted a deduction for "improvements", which is not required by the lease.



- c. Defendant is entitled to attorney fees and costs and defending this action pursuant to paragraph 3 of the lease.

Ms. Weeks took over the case on May 2, 2019. After she was terminated, Ms. Weeks improperly represented to the Court that she was still the city attorney and argued a Motion for Summary Judgment on August 23, 2021, on the basis I had previously set forth in the City Answer. The Court granted the motion. This case is over.

3. Wallace, Cowan, Crawford, Boldin, Biggs and Crawford v. Pahoee

Ms. Weeks has intervened as a Defendant.

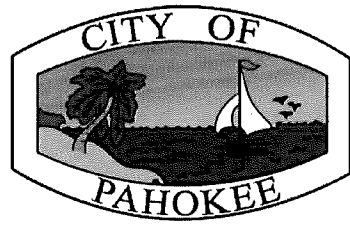
Ms. Sharonda Lang Crawford has dropped out as a Plaintiff.

We have answered and filed a cross and counterclaim.

Discovery is ongoing.

4. Mark Miller v. Pahoee

The insurance company is handling this case. They have assigned it to Roberts, Reynolds, Bedard & Tuzzio to defend.



Observed Holidays 2021 - 2022

Veterans Day	November 11 th , 2021
Thanksgiving	November 24 th -26 th , 2021
Christmas Eve & Christmas Day	December 24 th & 27 th , 2021
New Year's Eve	December 31 st , 2021
New Year's Day	January 3 rd , 2022
Martin Luther King Jr. Day	January 17th, 2022
Presidents' Day	February 21st, 2022
Memorial Day	May 30th, 2022
Juneteenth Day	June 20 th 2022
Independence Day	July 4th, 2022
Labor Day	September 5th, 2022

City Manager Two (2) day Discretion