



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING MINUTES
Tuesday, November 24th, 2015**

Pursuant to due notice the regularly scheduled Commission meeting was held in the Commission Chambers at 360 E. Main St., Pahokee, Palm Beach County, Florida on Tuesday, November 24, 2015.

The meeting was called to order by Mayor Walkes at 7:04 p.m.

Official attendance was recorded as follows:

Roll Call:	Mayor Colin Walkes	Present
	Commissioner Allie Biggs	Absent
	Commissioner Felisia Hill	Absent
	Commissioner Nathaniel Holmes	Present
	Vice Mayor Diane Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Absent
	Sergeant At Arms Lieutenant Picciolo	Present
	Deputy City Manager Tammy Jackson-Moore	Present
	City Clerk Tijauna Warner	Present

Additions, Deletions, and Approval of Agenda Items:

Approval of Agenda

Motion by Vice Mayor Walker. Seconded by Commissioner Holmes.

Motion carried (3) aye and (2) absent.

Approval of Minutes:

1. November 10, 2015 Regular Scheduled Commission Meeting.

Approval of Minutes

Motion by Vice Mayor Walker. Seconded by Commissioner Holmes.

Motion carried (3) aye and (2) absent.

Resolutions:

1. RESOLUTION 2015 – 37 – A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR’S EXECUTION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PERMIT FOR THE ANNUAL PAHOKEE CHRISTMAS PARADE.

Approval of Resolution 2015 - 37

Motion by Vice Mayor Walker. Seconded by Commissioner Holmes.

Motion carried (3) aye and (2) absent.

Proclamations:

1. Honoring Councilman Jerry Beavers

Approval of Proclamation Honoring Councilman Beavers

Motion by Vice Mayor Walker. Seconded by Commissioner Holmes.

Motion carried (3) aye and (2) absent.

Old Business:

1. Lobbying Firm Agreement

Approval of Proclamation Honoring Councilman Beavers
Motion by Vice Mayor Walker. Seconded by Commissioner Holmes.
Motion carried (3) aye and (2) absent.

Citizen Comments:

Vice Mayor Walker advised we can't do anything, until this issue is handled. She inquired as to how the City of Pahokee will hold Sunshine State Biomass Cooperative accountable for the fire on State Market Road.

City Manager Williamson stated that the City of Pahokee has to work with Palm Beach County, Solid Waste Authority (SWA), and the Health Department to ensure that Sunshine State Biomass Cooperative remain in compliance.

Ms. Jennifer Hanna inquired if Sunshine State Biomass Cooperative has insurance.

Mr. Carl Morrison advised three (3) people had to sign off on Bio-Mass and asked if there is a policy on file.

City Manager Williamson replied yes, there is a policy, but we have not seen one on file.

Mr. Morrison also inquired if Sunshine State Biomass Cooperative had a permit to dump on the site and if there is a safety policy in place.

David Disbrow, Founder/President of Sunshine State Biomass Cooperative, stated the incident is a tragedy and advised the company's intentions were good. He advised that they have Agriculture for the Right to Farm Act and \$15,000 to keep it in compliance. Mr. Disbrow addressed the issue and answered the citizens' questions.

Fire Department advised the fire initiated from spontaneous combustion, not arson.

Mayor Walkes stated we were hoping to get this resolved. No one authorized the burn. He advised that this will not be a common practice and the factory near Citizen Village will increase property value. Mayor Walkes thanked Mr. Disbrow and stated the City of Pahokee will continue to work him to improve everything.

Sam Habet, with Fire Department, advised the issue was addressed on November 14, 2015 at approximately 12:15 a.m. and they worked the scene for the first 48 hours. During the first 24 hours, the Fire Department pumped millions of gallons of water. SWA, PBC Health Department, Palm Beach Sheriff's Office (PBSO), School District Police are working to control this situation. We are not able to measure breathing problems up to the months. SWA granted BioMass with the permit in October 2015. The Health Department has not sited them with violations as of yet. Sunshine State Biomass Cooperative had a largely success, they have complied with all requirement requests, and they have gone above and beyond. The fire was initially reported as a small fire, but it was actually a big fire. Approximately an hour into the incident, the smoke blew into Citizen Village. He reported that over a million gallons of water was pumped.

Commissioner Holmes inquired if it was arson.

Fire Department stated no, it was a deep seated fire.

Mayor Walkes advised the City of Pahokee is going to work closely with Sunshine State Biomass Cooperative.

Crawford asked are there fines, if the fire is not out by Friday?

City Manager Williamson stated that it was determined by the Health Department, there will be fines if the fire not out by Friday.

Fire Department reported that the fine will be \$10,000 per day, if the issue is not handled by the deadline. There are four (4) football fields of materials, 15 feet high. He advised that they are working through the day and can't operate the equipment at night, but the problem will be taken care of.

Mr. Morrison inquired if the Fire Department would be at the site until the fire goes out.

Fire Department advised yes, they would be there until it goes out. He advised that Sunshine State Biomass Cooperative is shut down.

City Manager Williamson stated we have to ensure that the fire is out and we will have to address the citizens with their homes.

Mayor Walkes advised we are in the process of going through it and we have to move forward.

Vice Mayor Walker thanked the residents from Citizen Village.

City Manager Williamson stated we will have them to implement a contingency plan, which should have been in place. Sunshine State Biomass Cooperative will be asked to implement a plan and before they go back into operations, we would need to see a contingency plan. If they don't put the contingency plan in place, we will have it on file; therefore, they will have to do their due diligence.

Citizen inquired who will be held accountable.

Mayor Walkes advised Sunshine State Biomass Cooperative will be held accountable.

Citizen inquired if the City of Pahokee properly researched the company.

Mayor Walkes stated that the Business Development Board (BDB) of Palm Beach County referred Sunshine State Biomass Cooperative.

Vice Mayor Walker advised that health is more important than 200 jobs.

Commissioner Holmes stated we need to get this taken care of, so that we can have 200 jobs.

There being no further business to discuss, Mayor Walkes adjourns the meeting at 8:28 p.m.

Colin O. Walkes, Mayor

ATTEST: Tijauna Warner, City Clerk

RESOLUTION NO. 2015 - 38

**A RESOLUTION OF THE CITY OF PAHOKEE, FLORIDA,
AUTHORIZING AN AGREEMENT WITH RESOURCE GROUP N.A.,
INC. FOR GOVERNMENTAL CONSULTING SERVICES.**

WHEREAS, the City of Pahokee ("City") desires to hire a consultant to help represent the City in Legislative issues; and

WHEREAS, Resource Group N.A., Inc. responded to the City's procurement and was chosen as the most-qualified firm to provide the services.

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

Section 1. The Mayor is authorized to sign the attached Agreement for governmental services.

PASSED AND ADOPTED this ____ day of _____, 2015.

ATTESTED:

Colin O. Walkes, Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Walkes _____
Vice Mayor Walker _____
Commissioner Biggs _____
Commissioner Hill _____
Commissioner Holmes _____

**AGREEMENT BETWEEN
CITY OF PAHOKEE
AND RESOURCE GROUP, N.A.**

THIS AGREEMENT made this ____ day of December, 2015, by and between the City of Pahokee, Florida ("COP") and Resource Group, N.A., Inc. ("RG"). COP and RG agree as follows:

1. Commencing on _____, 2015, RG will provide the following services;
 - A. Develop and deploy strategies to advocate and secure state funding for COP funding priorities.
 - B. Analyze, track and monitor legislation and amendments relating to local governments.
 - C. Maintain legislative and executive branch support for biomedical research issues as identified by COP.
 - D. Represent COP before elected officials, policymakers and key personnel in Tallahassee and Palm Beach County.
 - E. Coordinate lobbying efforts with COP.
 - F. Provide written progress report to COP monthly.

2. COP shall pay Retainer, Fee and Expenses, as follows:
 - A. In consideration of the provision of services provided herein by RG, COP agrees to pay a monthly fee of four thousand dollars (\$4,000)
 - B. The services by RG shall commence on _____ and end on _____. This contract may be extended for up to two (2) additional years by COP's Commission.
 - C. All expenses must be approved in advance by COP's Commission to be eligible for reimbursement.

3. Arbitration

Prior to bringing any lawsuit under this Agreement, the parties agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the applicable rules of the Florida Rules of Civil Procedure. Good faith compliance with this clause shall be considered a condition precedent to the right of any party to bring a lawsuit under this Agreement.

4. Results

Resource Group N.A., Inc. neither promises nor warrants any particular outcome or result in this matter.

5. Compliance with Law

The parties agree to comply with all ordinances and rules relating to lobbying governmental officials and neither party shall do anything which constitutes a violation of law in order to influence the actions of public officials or others concerned with the administration of public affairs.

6. **Compliance with Laws and Codes:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by RG shall not be a cause for relief from responsibility.
7. **Discrimination Prohibited.** COP is committed to assuring equal opportunity in the administration of its contracts and complies with all laws prohibiting discrimination. RG is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression, with respect to this Agreement.
8. **Independent Contractor Relationship.** RG is, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to RG's supervision, and control. RG shall exercise control over the means and manner in which it and its employees perform the work, and in all respects RG's relationship, and the relationship of its employees, to the COP shall be that of any Independent Contractor and not as employees or agents of the COP.
9. **Non Collusion.** RG certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders in obtaining this Agreement.

No premiums, rebates or gratuities are permitted, either with, prior to or after provision of services. Any such violation may result in cancellation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with the City of Pahokee.

10. **Conflict of Interest.** RN shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of the City. Further, RG shall disclose the name of any employee or relative of an employee who owns, directly or indirectly, an interest of ten percent or more in RN's firm or any of its affiliates.
11. **Successors and Assigns.** COP and RG each binds itself and its successors and assigns with respect to all provisions of this Contract. Neither COP nor RG shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
12. **Indemnification.** Regardless of the coverage provided by any insurance, RG shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of RG, its subcontractors, agents, servants or employees during the course of performing services pursuant to this Agreement.
13. **Public Records.** Any material submitted to COP pursuant to this Agreement is considered a public document in accordance with Section 119.07, F.S. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
14. **Legal Expenses.** COP shall not be liable to RG for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

15. **Termination for Convenience.** COP or RG may, whenever the interests of the City or RG may so require, terminate the Agreement for convenience. Either party shall give forty-five (45) days prior written notice of termination when the termination is to become effective.

16. **Access and Audits.** RG shall maintain adequate records related to all charges, expenses and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. COP shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the RG's place of business.

17. **Palm Beach County Office of Inspector General Audit Requirements.**

Pursuant to Palm Beach County Code, Section 2-421 – 2.440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed City contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the City, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

This is the entire Agreement between the City of Pahokee and Resource Group, N.A., Inc. and can be modified only by written agreement signed by both parties.

WITNESS:

RESOURCE GROUP N.A., INC.

Witness Signature

By: _____
Thomas DeRita, Jr., CEO

Print Witness Name

Witness Signature

Print Witness Name

ATTEST:

CITY CLERK

By: _____
Tijauna Warner

CITY OF PAHOKEE, a political
Subdivision of the State of Florida

By: _____
Colin O. Walkes, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Gary Brandenburg, City Attorney

BRANDENBURG & ASSOCIATES, P.A.

11891 U.S. Highway One, Suite 100
North Palm Beach, Florida 33408
(561) 799-1414
www.BrandenburgPA.com

Gary M. Brandenburg

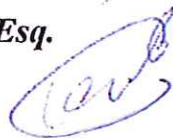
Gary@BrandenburgPA.com

ATTORNEY AT LAW

TO: *Mayor Colin Walkes
Vice Mayor Diane Walker
Commissioner Allie Biggs
Commissioner Keith Babb, Jr.
Commissioner Felisia Hill*

FROM: *Gary M. Brandenburg, Esq.*

DATE: *January 6, 2014*



SUBJECT: *Bio-Char Update*

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BioCarbon Technologies, Inc. (BCT) would like the City to allow them to use the City's property (26 acres) for the storage and processing of vegetative and woody debris (Biomass).

The business model proposed by BCT is summarized as follows:

BCT would collect Biomass from various sources. Those sources would pay them to take the material at a rate that was cheaper than the tipping fee for disposal of the Biomass at the local landfill. This would save the source money; BCT would be paid to take it and store it at the Pahokee property.

Once the Biomass is on-site, BCT proposes to turn it into products that they could sell, creating another source of revenue for the Company. One of the products proposed is Bio-Char, which is produced by a process that requires machinery which is quite expensive.

BCT proposed the City consider providing the land because the process will provide jobs for the residents of the City of Pahokee.

This proposal, by its nature, requires the City to consider several issues;

- 1) What would happen if the Company failed, after piling tons of Biomass onto City property?



- 2) What environmental issues should the City be concerned with? BCT indicates that it will only allow clean Biomass to be piled on the City property. However, what happens if that is not the case, and hazardous materials become mixed in with the Biomass?
- 3) What would fair compensation be for the use of the City's property?

I believe the first two issues must be addressed prior to the City's consideration of the third.

To address the first issue, I suggested that BCT should have to give the City an estimate of how much Biomass it anticipates being brought on-site and stored. This would then become the maximum amount the Company would be allowed to bring onto the City property. This maximum amount of Biomass would then be used to calculate the cost to the City of disposing of the Biomass in the event the Company fails. BCT would be required to provide the City with a surety bond or other form of security in that amount. If the Company fails, the City would have the funds available to clean the site and dispose of the biomass.

On the second issue, BCT would have to provide the City with an acceptable environmental insurance policy that would protect the City if hazardous waste, asbestos, or other contaminants were placed on the property.

The Company also indicated they had ordered the expensive equipment used to produce Biochar. Consequently, I requested a copy of the order or contract for the equipment.

I also indicated that I only make a recommendation to the Commission and, if the Company felt my suggestions were not necessary, they could present any alternatives to the Commission.

RESOLUTION NO. 2014 - 35

A RESOLUTION OF THE CITY OF PAHOKEE, FLORIDA, SUPPORTING THE PROPOSAL TO BUILD AND OPERATE A FACILITY THAT RECEIVES CLEAN BIOMASS MATERIALS (LAWN AND YARD DEBRIS), COMPOSTS THE MATERIAL INTO USABLE PRODUCTS, AND PRODUCES BIOCHAR, A SOIL ENHANCER AND FERTILIZER

WHEREAS, the City of Pahokee ("City") has undertaken a program to promote the Economic Development of the City and provide residents with employment opportunities; and

WHEREAS, the City desires to use surplus real property that it owns to further the Economic goals of the community; and

WHEREAS, the City has, with the help of the Business Development Board of Palm Beach County, received a proposal by BioCarbon Technologies, Inc. (BCT) to build and operate a lawn and yard debris composting facility, BioChar Production, Packaging and Bagging Plant, with associated related facilities on a parcel owned by the City of Pahokee; and

WHEREAS, the City owns the Property located at 1001 McClure road, PCN No. 48-37-42-19-00-000-7030 (the "Property") consisting of 26± acres that BCT believes is suitable for the proposed project; and

WHEREAS, based on the recommendation of the Business Development Board, Glades Region Division, and the City Commission's own review, the City desires to support the development of the BCT project.

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

Section 1. The City fully supports the development of the BCT project.

Section 2. The City intends to make the Property accessible to BCT upon which terms and conditions to be negotiated between the parties, which shall include:

- A. An appropriate means to make the Property available to BCT, which allows BCT to take advantage of Federal and State funding opportunities
- B. Providing for employment goals for residents of the City; and
- C. Providing assurances that the facility will be operated in an environmentally safe manner which protects the City's interests in the Property and promotes the Economic Development of the City of Pahokee.

PASSED AND ADOPTED this ____ day of _____, 2014.

ATTESTED:

Colin O. Walkes, Mayor

Anika Sinclair, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Walkes

Vice Mayor Hill

Commissioner Babb

Commissioner Biggs

Commissioner Walker

BRANDENBURG & ASSOCIATES, P.A.

11891 U.S. Highway One, Suite 100
North Palm Beach, Florida 33408
(561) 799-1414
www.BrandenburgPA.com

Gary M. Brandenburg

Gary@BrandenburgPA.com

ATTORNEY AT LAW

TO: *Mayor Colin Walkes
Members of the City Commission*

FROM: *Gary M. Brandenburg, Esq.
City Attorney, City of Pahokee*

DATE: *November 3, 2015*

SUBJECT: *Crawford v. Pahokee*

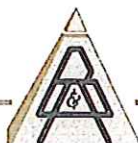
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We have received a settlement proposal from Mr. Crawford's attorney (copy attached).

It is my responsibility as your lawyer to forward the proposal and seek your advice on it. This can be accomplished at the Regular Meeting of the Commission or at a Special Attorney / Client meeting that is closed to the public. A closed meeting would allow us to openly discuss case strategy, weaknesses and strengths of the case, without disclosing this information to the Plaintiff.

If we have a closed meeting of the City Commission, those who are allowed to attend will be the Commission members, Chandler Williamson, a court reporter, and myself. The subject matter of the meeting will be confined to settlement negotiation or strategy related to the expenses of the litigation. No formal decision will be voted on during the closed-door session. All decisions with respect to the case will be presented and voted upon during a public meeting. A complete transcript of the meeting will be obtained and kept sealed until the litigation is resolved.

Please advise if you would like to have a closed Attorney/Client meeting. If you do decide to have a closed Attorney/Client meeting, this item shall be placed on the next agenda with Notice given to the public. At that meeting, the Mayor should, at the appropriate time during the regular meeting agenda, announce the Commission is going into an Attorney/Client meeting, at which time the Commission Members, City Attorney, City Manager and court reporter shall go to a private meeting room. At the conclusion of that meeting, the Regular Agenda will continue. Any settlement or other item will be announced and, if necessary, voted upon.



Gary Brandenburg

From: mnichols1985 <mnichols1985@bellsouth.net>
Sent: Thursday, October 22, 2015 2:43 PM
To: Gary Brandenburg
Subject: Crawford v. City of Pahokee

Dear Mr. Brandenburg:

Be advised that Mr. Crawford is willing to resolve this case as follows:

1. The election results of March 10, 2015 be voided and the seat be declared vacant;
2. A special election be held in March 2016 to fill the seat;
3. Henry Crawford be appointed to serve until the special election; and
4. The City pay fees and cost totaling \$6,732.00.

Please review the same and advise accordingly.

Sincerely,
Thomas Montgomery, Esquire

Maria C. Nichols
Secretary to Thomas Montgomery, Esquire
P.O. Box 1510
Belle Glade, FL 33430
561-996-6317
Email: mnichols1985@bellsouth.net

Select Year:

The 2015 Florida Statutes

[Title XIX](#)

[Chapter 286](#)

[View Entire Chapter](#)

PUBLIC BUSINESS PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

286.011 Public meetings and records; public inspection; criminal and civil penalties.—

(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.

(2) The minutes of a meeting of any such board or commission of any such state agency or authority shall be promptly recorded, and such records shall be open to public inspection. The circuit courts of this state shall have jurisdiction to issue injunctions to enforce the purposes of this section upon application by any citizen of this state.

(3)(a) Any public officer who violates any provision of this section is guilty of a noncriminal infraction, punishable by fine not exceeding \$500.

(b) Any person who is a member of a board or commission or of any state agency or authority of any county, municipal corporation, or political subdivision who knowingly violates the provisions of this section by attending a meeting not held in accordance with the provisions hereof is guilty of a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(c) Conduct which occurs outside the state which would constitute a knowing violation of this section is a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(4) Whenever an action has been filed against any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision to enforce the provisions of this section or to invalidate the actions of any such board, commission, agency, or authority, which action was taken in violation of this section, and the court determines that the defendant or defendants to such action acted in violation of this section, the court shall assess a reasonable attorney's fee against such agency, and may assess a reasonable attorney's fee against the individual filing such an action if the court finds it was filed in bad faith or was frivolous. Any fees so assessed may be assessed against the individual member or members of such board or commission; provided, that in any case where the board or commission seeks the advice of its attorney and such advice is followed, no such fees shall be assessed against the individual member or members of the board or commission. However, this subsection shall not apply to a state attorney or his or her duly authorized assistants or any officer charged with enforcing the provisions of this section.

(5) Whenever any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision appeals any court order which has found said board, commission, agency, or authority to have violated this section, and such order is affirmed, the

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BRANDENBURG & ASSOCIATES, P.A.

11891 U.S. Highway One, Suite 100
North Palm Beach, Florida 33408
(561) 799-1414
www.BrandenburgPA.com

Gary M. Brandenburg

Gary@BrandenburgPA.com

ATTORNEY AT LAW

TO: *Mayor Colin Walkes and
Members of the Pahokee City Commission*

FROM: *Gary M. Brandenburg, Esq.*

DATE: *November 3, 2015*

SUBJECT: *Old Hospital Site*

=====

The Commission has asked for a memorandum delineating what options the City has with respect to the Old Hospital. In particular, the derelict condition of the building, safety hazards, and general compliance with City Codes.

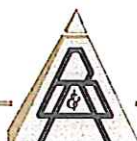
Both the last administrator and the current City Manager have attempted to deal with the owners of the facility to no avail. Generally, they responded that they are planning some rehabilitation and reuse of the structure in the future and that they will hire locals in the interim to board up and clean up the property. This has not been accomplished to the City's satisfaction and their attempts have been temporary in nature.

Code Enforcement has cited the property for numerous violations and building inspections have determined it is an unsafe and dangerous building. The citations have been brought before the Special Magistrate and fines and a lien were imposed. Those fines have accrued to the amount of approximately \$1.8 million.

Code Enforcement liens are usually resolved when the property is sold, as they constitute an encumbrance on the title, which will transfer to the new owner.

This owner has asked for a reduction in liens in the past, but has not offered any plan to bring the property into compliance.

The owner is a New York State company and has not filed the forms with the Florida Secretary of State to register as a foreign corporation doing business in the State of Florida. We have requested the New York State Secretary of State to provide us with the information on their registered agent. This will allow us to serve them with process and obtain "Personal Jurisdiction" over the corporation.



- Option 1. Wait until the property is sold and the owners will have to deal with the City on the liens.
- Option 2. Foreclose on the lien. This process will require us to obtain service in New York with a contract Process Server, since it is a New York corporation. If successful, the property is sold by the Clerk to the highest bidder. The City will be entitled to "credit bid" for the amount of the lien (\$1.8 million) and probably will be awarded the property. However, the City probably does not want the liability associated with the derelict building or the cost of the demolition. Demolition will be costly, and the building may contain asbestos, making it even more expensive.
- Option 3. File suit to have a judge declare the site a nuisance, dangerous building and order the property owner to demolish the structure or bring it up to Code. If successful, we will get the requested Court Order. Then the problem becomes enforcement of the Order.
- Option 4. Lobby the State or County for funds to do an abatement on the property. That is, hire a company to demolish the building and place a lien on the property for the cost. Without the property owner's permission, this would be a problem and could open the City up for a condemnation lawsuit.
- Option 5. Lobby the County or State for funds that could be set aside for demolition if the City is successful in obtaining title to the property, as set forth in Option 2. Then the City could foreclose, obtain title, have the money to clean up the site, and then use it for redevelopment.
- Option 6. Palm Beach County has adopted local amendments to the Standard Building Code which allow the County to go through a process declaring the building a dangerous situation, and requiring it to be demolished. The County then demolishes the building and pays the cost to do so. The cost is assessed against the property, added to the property's property taxes, and handled the same as ad valorem taxes if not paid.
- Option 7. Continue to negotiate with the Property owners.

I hope this memo will provide the Commission with alternatives to the City direction on this matter.