



CITY COMMISSION OF THE CITY OF PAHOKEE

## **WORKSHOP**

Tuesday, April 12, 2016 6:30 p.m.  
360 E. Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the April 12, 2016 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

1. **Update - Tom Derita**
2. **City Manager's Evaluation – HR Manager Ms. Bellamy**

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN



# AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE  
REGULAR COMMISSION MEETING  
TUESDAY, APRIL 12, 2016 7:00 P.M.

- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
  - 1. **Swear In Commissioner**
  - 2. **Selection of Vice Mayor**
  - 3. **March 22, 2016 Regular Scheduled Commission Meeting**
- G. CONSENT AGENDA:
- H. ORDINANCE:
  - 1. **ORDINANCE (first reading ) 2016 -02 AN ORDINANCE OF THE CITY OF PAHOKEE AMENDING THE PAHOKEE CODE OF ORDINANCES TO APPEAL CHAPTER 10-1 THROUGH 10-55 TO ADOPT A NEW CHAPTER 10 TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.**
- I. RESOLUTIONS:
  - 1. **RESOLUTION 2016 – 09 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR TO APPLY FOR PNC BANK SIGNATURE BUSINESS OPTIONS CREDIT CARD WITH LIMIT OF \$40,000.**
  - 2. **RESOLUTION 2016 – 10 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PALM BEACH COUNTY, FLORIDA, SUPPORTING PALM BEACH COUNTY AND THE SCHOOL DISTRICT OF PALM BEACH COUNTY'S PLAN TO ENACT A ONE-CENT SALES TAX TO PAY FOR NEEDED IMPROVEMENTS TO PUBLIC INFRASTRUCTURE, PARKS, PUBLIC SAFETY INITIATIVES AND ECONOMIC DEVELOPMENT, AND TO PLACE REFERENDUM ON THE NOVEMBER 8, 2016 BALLOT FOR VOTER APPROVAL OF SUCH SALES TAX; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**
  - 3. **RESOLUTION 2016 – 11 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING THE APPOINTMENT OF TIJAUNA WARNER AS CITY CLERK.**
  - 4. **RESOLUTION 2016 – 12 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT WITH EARLY LEARNING COALITION OF PALM BEACH COUNTY FOR STATEWIDE SCHOOL READINESS CHILD CARE SERVICE.**
  - 5. **RESOLUTION 2016 – 13 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT WITH EARLY LEARNING COALITION OF PALM BEACH COUNTY FOR CSC SCHOLARSHIP PROVIDER FISCAL YEAR 2016-2017.**
  - 6. **RESOLUTION 2016 – 14 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY AND MUNICIPALITIES IN PALM BEACH COUNTY FOR THE**

**SHARED DISTRIBUTION AND USE OF A PROPOSED ONE CENT LOCAL  
GOVERNMENT INFRASTRUCTURE SURTAX.**

- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
- L. PRESENTATIONS:
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
- P. OLD BUSINESS:
  - 1. **Gymnasium Update**
- Q. NEW BUSINESS:
  - 1. **Community Relations Board (alternate member)**
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:

NOTICE

# OATH OF OFFICE

I, CLARA MURVIN DO SOLEMNLY SWEAR, THAT  
I WILL SUPPORT, PROTECT AND DEFEND THE CONSTITUTION  
AND GOVERNMENT OF THE UNITED STATES OF AMERICA AND  
THE STATE OF FLORIDA;

THAT I AM DULY QUALIFIED TO HOLD OFFICE UNDER THE  
CONSTITUTION OF THIS STATE, AND CHARTER OF THE CITY OF  
PAHOKEE;

THAT, I WILL WELL AND FAITHFULLY PERFORM THE DUTIES OF  
THE OFFICE OF THE CITY OF PAHOKEE ON WHICH I AM NOW  
ABOUT TO ENTER, SO HELP ME GOD.

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Signature





**CITY COMMISSION OF THE CITY OF PAHOKEE  
REGULAR COMMISSION MEETING MINUTES  
Tuesday, March 22<sup>nd</sup>, 2016**

Pursuant to due notice the regularly scheduled Commission meeting was held in the Commission Chambers at 360 E. Main St., Pahokee, Palm Beach County, Florida on Tuesday, March 22, 2016.

The meeting was called to order by Mayor Walkes at 7:00p.m.

Official attendance was recorded as follows:

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

Mayor Walkes announced today is the passing of the gavel and it was a pleasure working with the staff, community, and City Commission. He wants the community to continue to be involved with the City moving forward, the interest in our City has grown over the last few years. He advised the staff to continue servicing this community making it a better place. Also, he wants the citizens to appreciate the staff and the hard work they do for the City because there are 38 individuals on staff servicing roughly around 6800 people. He acknowledged his beautiful wife for her unwavering support and his mom for disciplining him. He wants the community to unite because together we can, together we must, and together we will.

Mayor Colin O. Walkes passed the gavel to Mr. Keith W. Babb, Jr..

Mayor Keith W. Babb, Jr. is sworn in by Ms. Tijauna Warner, City Clerk.

Commissioner Diane Harris Walker is sworn in by Ms. Tijauna Warner, City Clerk.

Mayor Babb presented former Mayor Walkes with a plaque from the City of Pahokee.

Mayor Babb thanks the residents for electing him as mayor. He congratulates Commissioner Diane Walker on being re-elected. Also, congratulates all the candidates on their awesome work during the election. He thanks Ms. Murvin and Mr. Crawford for the effort to represent the City of Pahokee. Mayor Babb thanks his family, friends, and residents for the support and words of encouragement. He acknowledges his victory wouldn't be possible without God and his lovely wife.

Mayor Babb instructed the City Clerk to conduct the Roll Call:

Mayor Colin Walkes	Present
Commissioner Allie Biggs	Absent
Commissioner Felisia Hill	Present
Commissioner Nathaniel Holmes	Present
Vice Mayor Diane Walker	Present
City Manager Chandler Williamson	Present

City Attorney Gary Brandenburg	Present
Sergeant At Arms Lt. Daniel Picciolo	Present
Deputy City Manager Tammy Jackson-Moore	Present
City Clerk Tijauna Warner	Present

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

City Manager Mr. Williamson requested adding an amended Resolution 2016 – 06 to I2, 2016 – 07 to I3, and 2016 -08 to I4.

Mayor Babb requested adding Mr. Eddie Rhodes to L1.

**Approval of Amendments to the Agenda.**

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

**Motion carried on unanimously.**

**Approval of Minutes:**

1. March 8, 2016 Regular Scheduled Commission Meeting.

**Approval of Minutes.**

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

**Motion carried on unanimously.**

**Resolutions:**

1. RESOLUTION 2016 – 05 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA ALSO EXPRESSES ITS SUPPORT FOR THE CONTINUATION OF THE DESIGNATION OF "RURAL AREA OF OPPORTUNITY" FOR THE SOUTH CENTRAL FLORIDA REGION INCORPORATING THE CITIES OF PAHOKEE, BELLE GLADE AND SOUTH BAY, AND THE COUNTIES OF DESOTO, GLADES, HARDEE, HENDRY, HIGHLANDS, AND OKEECHOBEE, AND THE COMMUNITY OF IMMOKALEE, AND THE CONTINUATION OF ALL STAFFING AND GRANT FUNDING FOR FLORIDA'S HEARTLAND REDI, INC. THROUGH ENTERPRISE FLORIDA, PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZES AND DIRECTS THE MAYOR, CITY MANAGER AND THE CITY'S DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT TO WORK CLOSELY WITH THE STATE OF FLORIDA'S DEPARTMENT OF ECONOMIC OPPORTUNITY AND FLORIDA'S HEARTLAND REDI, INC. FOR THE BETTERMENT OF THE CITY OF PAHOKEE AND ITS RESIDENTS.

Mayor Babb advised in the future all Ordinances, Resolutions, and Proclamations be read by the City Attorney.

**Approval of Resolution 2016 – 05.**

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

**Motion carried on unanimously.**

2. RESOLUTION 2016 – 06 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR AN AUTOMOBILE FOR USE OF THE CITY MANAGER FOR CITY BUSINESS.

Commissioner inquired if the City Manager have the vehicle or is he in the process of purchasing it.

City Manager Mr. Williamson responded he's in the process of purchasing the vehicle.

Mayor Babb advised he is concerned about the cost of the City Manager's vehicle because the price of the vehicle is higher than the City Commission approved.

City Attorney Mr. Brandenburg responded the purpose of this Resolution is to increase the purchase price.



Commissioner Hill inquired “Does that include the taxes”.

City Manager Mr. Williamson replied “Yes”.

Commissioner Holmes asked “Does it include the interest rate”.

City Attorney explained there’s no interest rate when purchasing a vehicle.

Mr. Williamson advised the City of Pahokee is about 60% in replacement of our old vehicles and 80% replacement in our Public Works Department.

Commissioner Holmes questioned when the City Clerk will receive her vehicle because the vehicle she’s driving isn’t fit to be driven.

Mr. Williamson replied “The City Clerk turned the key on the replacement vehicle today”.

Commissioner Holmes responded “I would also like for the City Clerk to be able to take her vehicle home”.

Mr. Williamson stated “That will be a discussion I have with her.”

**Approval of Resolution 2016 – 06.**

**Motion by Commission Holmes. Seconded by Commissioner Hill.**

**Motion carried on unanimously.**

3. RESOLUTION 2016 – 07 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CONTRACT AGREEMENT BY AND BETWEEN MDO ENGINEERING, INC. AND THE CITY OF PAHOKEE FOR INSPECTION WORK ON FDOT PROJECT NO. 437212-1-54-01 “E. MAIN PLACE ROADWAY IMPROVEMENTS”

**Approval of Resolution 2016 – 07.**

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

**Motion carried on unanimously.**

4. RESOLUTION 2016 – 08 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PAHOKEE AND RIO-BAK CORPORATION FOR THE FDOT CONTRACT NO. ARU-42 AND FDOT PROJECT NO. 437212-1-54-01 “E. MAIN PLACE ROADWAY IMPROVEMENTS”

**Approval of Resolution 2016 – 08.**

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

**Motion carried on unanimously.**

**Presentation:**

1. Mr. Eddie Rhodes - Palm Beach County Youth Master Plan.

Vice Mayor Walker recommended the City of Pahokee After School Program attend the Palm Beach County Youth Master Plan on March 31, 2016.

Parks & Recreation Director Mrs. Pascal replied “We are already on top of that”.

City Clerk Ms. Warner advised Mayor Babb of the Proclamation on the agenda.

**Proclamation:**

1. Mort Levine

## Report of the Mayor:

Mayor Babb announced he is going to work on having live Commission Meetings because that will also help with the proper procedures and conduct during the meetings. He explains not just in the City of Pahokee Commission Meetings, but other Commissions as well. This is the only way to move Pahokee forward. Mayor Babb requested an update on the City's unauthorized events. He suggested having a Town Hall Meeting because of the complaints coming from residents about the heighten number of police.

City Clerk Ms. Warner advised Mayor Babb that the Proclamation needs to be voted on.

## Approval of Proclamation Mort Levine.

### Motion by Commissioner Holmes. Seconded by Commissioner Hill.

### Motion carried on unanimously.

Commissioner Holmes replied "I didn't know the depth of this until a couple of days ago when I was riding through our community, our citizens are saying that they can't even go to the park. The polices are there and have them under siege. We are here to service our community and it's deep. It's probably about 20 people coming telling me about this. City Manager enlighten us"!

City Manager Mr. Williamson replies "This Turn-Up Sunday is what it's known as. I had a conversation with Lt. Piccolo and P.B.S.O. last week because there was some conversation on Facebook and social media concerning increase patrols in the area, specifically around MLK Park and Rardin Street. We talked about some of the prior issues the town had during Turn-Up Sunday and coming in last year as the City Manager. The conclusion of last year Turn-Up there was a commitment to the City, to the County, and P.B.S.O.; if an event needed to take place in the City of Pahokee it needed to be sanctioned, it needed to be planned, and it needed to be organized to ensure that the quality of life in this area isn't affected. So, I took we needed to form a committee and the Mayor was in on those discussions. We were going to allow the Turn-Up event to occur over the course of two or three weekends. We continue to reach out to the organizers, Fire Department, P.B.S.O., and other to form a committee. We tried to contact the organizers directly. No one came to the table, what we realized was the promotion of this unsanctioned event through Facebook. When we realized that, we reached out to them to organize this event, to get permits because of the nature of the event. In fact, once we realized that those conversations of that committee had not formulated, we than began communicating with P.B.S.O. about what could take place around this time of year. So, that led to an increase of patrols in this area. That led to some additional police vehicles and heightened awareness by P.B.S.O. in that area".

Lt. Piccolo reminds everyone that this is something that's new and he trusts the City Commission. Lt. Piccolo states "Yet, the same audiences were up in arms about what occurred last year. There were people up to the thousands shooting up in the air about 15ft. away from the Sheriffs. We had to get response from all the patrols such as District, Royal Palm Beach, Acreage, and Wellington to come out here with Sherriff's helicopter. These same individuals that have a complaint this year were the same ones last year asking for something to be done. It's been an unsanctioned event for many years, but my officers have not prevented anybody from going to the park. If anything, they have formed partnerships in educating them on how to do it the correct way".

City Manager Mr. Williamson advised that the conversation of a police state and individuals being in fear of their lives isn't true. We have reach out to the planners of this unsanctioned event and we have to do things the right way. Mr. Williamson explains several past incidents that occurred during Turn-Up Sunday.

Commissioner Holmes announced the City Commission and the City of Pahokee are going to have to organize this event because the youth do not have nothing to do in this City.

Lt. Piccolo reached out to DJ Bud to give him a ride to City Hall to organize this event.

Commissioner Hill advised as a business owner after the event you'll have a lot to clean up. She informed the individuals that this needs to be organized because it can't work this way. The citizens have to take responsibilities for their actions such as urinating on people building, throwing trash anywhere, etc... We need to contact certain people because DJ Bud is not over this event.

Mayor Babb advised the City post something on our Facebook page about the event or hosting the event on the lake front.



City Manager Mr. Williamson announced it's going to take some planning and we are going to try to get this event organized.

Vice Mayor Walker advised there have been some discussions about extending the park hours in effect to keep the vehicles from spilling over on South Lake.

Mayor Babb announced to the public that the parks are opened.

Mayor Babb announced Mr. Charles Ray is here; therefore, we're going to move back for the presentation.

*Mr. Charles Ray conducts his presentation on City Redevelopment, Planning, and Strategy.*

Mayor Babb advised that the City of Pahokee will work with Mr. Ray to build the City.

Vice Mayor Walker inquired about an assessment.

Mr. Ray responded that he has individuals that will work on evaluating.

Vice Mayor Walker replied to Mr. Ray to let the City know, so that we can schedule a workshop.

Commissioner Holmes announced "I am very impressed with Mr. Jaison for bring Mr. Ray a board".

Mayor Babb explains the intent of the Commissioners Workshop and that they are not a requirement. Most City Commission workshops are conducted within thirty (30) minutes. Mayor Babb suggested changing the City Commission Workshop time from 6:00p.m. to 6:30p.m..

**Approval of changing City Commission Workshop Time to 6:30p.m..**  
**Motion by Commissioner Holmes. Seconded by Commissioner Hill.**  
**Motion carried on unanimously.**

Mayor Babb states "We are going to start working together. I am going to start assigning someone to do the invocation; the mayor shouldn't always do that. We will do that on a rotate bases, each Commissioner can do it themselves or appoint someone to do it. We are also going to change the Commissioners comments; we are going to rotate that as well. Keep in mind, these types of things are small; but, it's a team effort".

Commissioner Holmes suggested working on annexing some of our properties.

Mayor Babb advised we can probably have a workshop or special meeting to discuss that. He announced we are going to start rotating the awarding of certificates and plaques. Mayor Babb stated "I am 100% behind Bio-Mass"! He would hate to lose this project that would create over 200 jobs. The City of Pahokee has to embrace economic growth.

**Report of the City Manager:**

City Manager Mr. Williamson advised the City of Pahokee had a very successful year in Tallahassee. We have 1 million dollars more than what we had last year for the Marina. This year the government actually signed that into law. We also have 9million in small county outreach programs. We have 11million that we have access to for the City of Pahokee. We are turning to the federal government for funding and the lobbyist will be here next meeting to give an update. At my next Town Hall meeting, we will discuss economic development.

Vice Mayor asked "Could you sure your accomplishments from the National League of Cities Conference"?

City Manager Mr. Williamson advised it was a success. Since its President Obama last year in office, they're trying to push out as many dollars as possible. The City of Pahokee is aggressively trying to receive those grants or funding.

**Report of the City Attorney:**

City Attorney Mr. Brandenburg advised at the last meeting we discussed the City's Floodplain and it will be ready for the first reading at the next meeting. This is an important ordinance and the City Commissioner need to review it carefully.

**Old Business:**

**1. Gymnasium Update**

City Manager Mr. Williamson advised the City is still working with a private benefactor.

**2. City Manager's Evaluation**

Human Resources Director Ms. Bellamy advised she's waiting on one evaluation to summarize the report.

**Citizen Comments:**

Ms. Joanna Culberson (resident) would like to know the status of the Crawford lawsuit against the City.

City Attorney Mr. Brandenburg advised Mr. Crawford has not been pursuing his lawsuit, he hasn't filed a deposition, and he hasn't moved the case forward. So, right now the case is just sitting. There has not been no active on this case in 6months.

**City Commission Comments:**

Commissioner Holmes advised the City Attorney doesn't tell it like it is. He congratulates the City Mayor Babb and hopes we keep moving forward.

Vice Mayor Walker thanks the citizens for their support and congratulates Mayor Babb. He advised it's not about us, it's about the community. She as acknowledge Mr. Jaison for making a difference in our community. Vice Mayor Walker thanks Mr. Johnson and his staff.

Vice Mayor Walker instructed City Clerk to place the Marina restrooms on the agenda. She inquired about the repairs on the leaks in the senior citizens room.

City Manager Mr. Williamson advised the City is waiting on at least one more bid to compare pricing.

Commissioner Hill thanks everyone for coming out.

Mayor Babb recognized the senior citizens facility for all their hard work. He announced they are 20 beds short of being full. Mayor Babb thanks everyone and bid them good evening.

There being no further business to discuss, Mayor Babb adjourns the meeting at 8:41 p.m.

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Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk



ORDINANCE NO. 02

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

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**WHEREAS**, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of City of Pahokee and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

**WHEREAS**, the City of Pahokee was accepted for participation in the National Flood Insurance Program on May 15, 1978 and the City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

**WHEREAS**, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

**WHEREAS**, the City Commission has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*; and

**WHEREAS**, the City Commission adopted a requirement to require accumulation of costs of improvements and repairs of buildings, based on issued building permits, over a three year period, and to limit partitioning of enclosed areas below elevated buildings and to limit access to enclosed areas for buildings and structures in flood hazard areas and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the Florida Building Code; and

**WHEREAS**, the City Commission, based upon review of local conditions and as demonstrated by evidence has determined that there is a local need to limit new installations of manufactured homes in certain high risk flood hazard areas;

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Pahokee



that the following floodplain management regulations are hereby adopted.

## **SECTION 1. RECITALS.**

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

**SECTION 2. This ordinance specifically repeals and replaces the following ordinance(s) and regulation(s):** Chapter 10, Sections 10-1 through 10-87.

## **ARTICLE I ADMINISTRATION**

### **SECTION 1 GENERAL**

**10-1. Title.** These regulations shall be known as the *Floodplain Management Ordinance* of the City of Pahokee, hereinafter referred to as "this ordinance."

**10-2. Scope.** The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

**10-3. Intent.** The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.



**10-4. Coordination with the *Florida Building Code*.** This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

**10-5. Warning.** The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

**10-6. Disclaimer of Liability.** This ordinance shall not create liability on the part of the City of Pahokee or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

## SECTION 2 APPLICABILITY

**10-7. General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

**10-8. Areas to which this ordinance applies.** This ordinance shall apply to all flood hazard areas within the City of Pahokee, as established in Section 10-9 of this ordinance.

**10-9. Basis for establishing flood hazard areas.** The Flood Insurance Study and Wave Height Analysis for the City of Pahokee, Florida, Palm Beach County, dated April 15, 1982, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at City Hall.

**10-10. Submission of additional data to establish flood hazard areas.** To establish flood hazard areas and base flood elevations, pursuant to Article I, Section 5 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the *Florida Building Code*.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.



**10-11. Other laws.** The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

**10-12. Abrogation and greater restrictions.** This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

**10-13. Interpretation.** In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

### **SECTION 3 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR**

**10-14. Designation.** The Zoning Officer is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

**10-15. General.** The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Article I, Section 7 of this ordinance.

**10-16. Applications and permits.** The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures



and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and

- (8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

**10-17. Substantial improvement and substantial damage determinations.** For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.

**10-18. Modifications of the strict application of the requirements of the *Florida Building Code*.** The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Article I, Section 7 of this ordinance.

**10-19. Notices and orders.** The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

**10-20. Inspections.** The Floodplain Administrator shall make the required inspections as specified in Article I, Section 6 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

**10-21. Other duties of the Floodplain Administrator.** The Floodplain Administrator shall have other duties, including but not limited to:



- (1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 10-17 of this ordinance;
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
- (4) Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* to determine that such certifications and documentations are complete;
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of City of Pahokee are modified; and
- (6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

**10-22. Floodplain management records.** Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at City Hall.

#### **SECTION 4 PERMITS**

**10-23. Permits required.** Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.



**10-24. Floodplain development permits or approvals.** Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

**10-25. Buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

**10-26. Application for a permit or approval.** To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in Article I, Section 5 of this ordinance.
- (5) State the valuation of the proposed work.



- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the Floodplain Administrator.

**10-27. Validity of permit or approval.** The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

**10-28. Expiration.** A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

**10-29. Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

**10-30. Other permits required.** Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The South Florida Water Management District; section 373.036, F.S.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.
- (4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
- (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

## SECTION 5 SITE PLANS AND CONSTRUCTION DOCUMENTS

**10-31. Information for development in flood hazard areas.** The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood



Insurance Study, they shall be established in accordance with Section 10-32(2) or (3) of this ordinance.

- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 10-32(1) of this ordinance.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
- (8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
- (9) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

**10-32. Information in flood hazard areas without base flood elevations (approximate Zone A).** Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
  - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
  - (b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.



- (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

**10-33. Additional analyses and certifications.** As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 10-34 of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 10-34 of this ordinance.
- (4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

**10-34. Submission of additional data.** When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

## SECTION 6 INSPECTIONS

**10-35. General.** Development for which a floodplain development permit or approval is required shall be subject to inspection.



**10-36. Development other than buildings and structures.** The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

**10-37. Buildings, structures and facilities exempt from the *Florida Building Code*.** The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

**10-38. Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection.** Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 10-32(3)(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

**10-39. Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection.** As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 10-38 of this ordinance.

**10-40. Manufactured homes.** The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

## **SECTION 7 VARIANCES AND APPEALS**

**10-41. General.** The Board of Adjustments shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the Board of Adjustments shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code, Building*.

**10-42. Appeals.** The Board of Adjustments shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

**10-43. Limitations on authority to grant variances.** The Board of Adjustments shall base its decisions on variances on technical justifications submitted by applicants, the considerations for



issuance in Section 10-47 of this ordinance, the conditions of issuance set forth in Section 10-48 of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Board of Adjustments has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

**10-44. Restrictions in floodways.** A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 10-33 of this ordinance.

**10-45. Historic buildings.** A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

**10-46. Functionally dependent uses.** A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Section 10-44, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

**10-47. Considerations for issuance of variances.** In reviewing requests for variances, the Board of Adjustments shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and



- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

**10-48. Conditions for issuance of variances.** Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
- (2) Determination by the Board of Adjustments that:
  - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
  - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
  - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

## **SECTION 8 VIOLATIONS**

**10-49. Violations.** Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

**10-50. Authority.** For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

**10-51. Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to



perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

## ARTICLE II DEFINITIONS

### SECTION 1 GENERAL

**10-52. Scope.** Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

**10-53. Terms defined in the *Florida Building Code*.** Where terms are not defined in this ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

**10-54. Terms not defined.** Where terms are not defined in this ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

### SECTION 2 DEFINITIONS

**Alteration of a watercourse.** A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

**Appeal.** A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

**ASCE 24.** A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

**Base flood.** A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

**Base flood elevation.** The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

**Basement.** The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

**Coastal construction control line.** The line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

**Coastal high hazard area.** A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as



"high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

**Design flood.** The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

**Design flood elevation.** The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

**Development.** Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

**Encroachment.** The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

**Existing building and existing structure.** Any buildings and structures for which the "start of construction" commenced before May 15, 1978. [Also defined in FBC, B, Section 202.]

**Existing manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 15, 1978.

**Expansion to an existing manufactured home park or subdivision.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**Federal Emergency Management Agency (FEMA).** The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

**Flood or flooding.** A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

**Flood damage-resistant materials.** Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]



**Flood hazard area.** The greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

**Flood Insurance Rate Map (FIRM).** The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

**Flood Insurance Study (FIS).** The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

**Floodplain Administrator.** The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

**Floodplain development permit or approval.** An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

**Floodway.** The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

**Floodway encroachment analysis.** An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

**Florida Building Code.** The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

**Functionally dependent use.** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

**Highest adjacent grade.** The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

**Historic structure.** Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.



**Letter of Map Change (LOMC).** An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

**Light-duty truck.** As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

**Lowest floor.** The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 202.]

**Manufactured home.** A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

**Manufactured home park or subdivision.** A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**Market value.** The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost



depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

**New construction.** For the purposes of administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after May 15, 1978 and includes any subsequent improvements to such structures.

**New manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 15, 1978.

**Park trailer.** A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

**Recreational vehicle.** A vehicle, including a park trailer, which is: [See section 320.01, F.S.)

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Sand dunes.** Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

**Special flood hazard area.** An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

**Start of construction.** The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]



**Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

**Substantial improvement.** Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a three-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the three-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to the date of adoption of this ordinance. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
  
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

**Variance.** A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this ordinance or the *Florida Building Code*.

**Watercourse.** A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

## ARTICLE III FLOOD RESISTANT DEVELOPMENT

### SECTION 1 BUILDINGS AND STRUCTURES

**10-55. Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to Section 10-25 of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Article III, Section 7 of this ordinance.

**10-56. Buildings and structures seaward of the coastal construction control line.** If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code*, *Building Section 3109* and Section 1612 or *Florida Building Code*, *Residential Section R322*.



- (2) Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.

## **SECTION 2 SUBDIVISIONS**

**10-57. Minimum requirements.** Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

**10-58. Subdivision plats.** Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 10-32(1) of this ordinance; and
- (3) Compliance with the site improvement and utilities requirements of Article III, Section 3 of this ordinance.

## **SECTION 3 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS**

**10-59. Minimum requirements.** All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

**10-60. Sanitary sewage facilities.** All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment



and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

**10-61. Water supply facilities.** All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

**10-62. Limitations on sites in regulatory floodways.** No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 10-33(1) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

**10-63. Limitations on placement of fill.** Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

**10-64. Limitations on sites in coastal high hazard areas (Zone V).** In coastal high hazard areas, alteration of shoreline or native vegetation shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 10-33(4) of this ordinance demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration under or around elevated buildings and structures shall comply with Section 10-87(3) of this ordinance.

#### SECTION 4 MANUFACTURED HOMES

**10-65. General.** All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

**10-66 Limitations on installation in floodways and coastal high hazard areas (Zone V).** New installations of manufactured homes shall not be permitted in floodways and coastal high hazard areas (Zone V).

**10-67. Foundations.** All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

- (1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this ordinance. Foundations for manufactured homes subject to Section 10-71 of this ordinance are permitted to be reinforced piers or other foundation elements of at least equivalent strength.
- (2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this ordinance.



**10-68. Anchoring.** All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

**10-69. Elevation.** Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 10-709 or 10-71 of this ordinance, as applicable.

**10-70. General elevation requirement.** Unless subject to the requirements of Section 10-71 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

**10-71. Elevation requirement for certain existing manufactured home parks and subdivisions.** Manufactured homes that are not subject to Section 10-70 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- (1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or
- (2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

**10-72. Enclosures.** Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

**10-73. Utility equipment.** Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

## SECTION 5 RECREATIONAL VEHICLES AND PARK TRAILERS

**10-74. Temporary placement.** Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type



utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

**10-75. Permanent placement.** Recreational vehicles and park trailers that do not meet the limitations in Section 10-74 of this ordinance for temporary placement shall meet the requirements of Article III, Section 4 of this ordinance for manufactured homes.

## SECTION 6 TANKS

**10-76. Underground tanks.** Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

**10-77. Above-ground tanks, not elevated.** Above-ground tanks that do not meet the elevation requirements of Section 10-78 of this ordinance shall:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- (2) Not be permitted in coastal high hazard areas (Zone V).

**10-78. Above-ground tanks, elevated.** Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

**10-79. Tank inlets and vents.** Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

## SECTION 7 OTHER DEVELOPMENT

**10-80. General requirements for other development.** All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 10-62 of this ordinance if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;



- (4) Be constructed of flood damage-resistant materials; and
- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

**10-81. Fences in regulated floodways.** Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 10-62 of this ordinance.

**10-82. Retaining walls, sidewalks and driveways in regulated floodways.** Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 10-62 of this ordinance.

**10-83. Roads and watercourse crossings in regulated floodways.** Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 10-62 of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 10-33(3) of this ordinance.

**10-84. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).** In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four (4) inches.

**10-85. Decks and patios in coastal high hazard areas (Zone V).** In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is



constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

- (4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

**10-86. Other development in coastal high hazard areas (Zone V).** In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

**10-87. Nonstructural fill in coastal high hazard areas (Zone V).** In coastal high hazard areas:

- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
- (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
- (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

**SECTION 3. The Pahokee Code of Ordinances, Chapter 6 Buildings and Building Regulations, is hereby amended by the following technical amendment to the *Florida Building Code, Building*.**

Modify the definitions as follows:

**SUBSTANTIAL IMPROVEMENT.** Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a three-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each



building or structure, the three-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to the date of adoption of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Modify section 1612.4.1 as follows:

**1612.4.1 Additional requirements for enclosed areas.** In addition to the requirements of ASCE 24, enclosed areas below the design flood elevation shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators.

**SECTION 4. The Pahokee Code of Ordinances, Chapter 6 Buildings and Building Regulations, is hereby amended by the following technical amendment to the *Florida Building Code, Existing Building*.**

**SUBSTANTIAL IMPROVEMENT.** Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a three-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the three-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to date of adoption of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

**SECTION 5. The Pahokee Code of Ordinances, Chapter 6 Buildings and Building Regulations, is hereby amended by the following technical amendment to the *Florida Building Code, Residential*.**

**R322.2.2 Enclosed areas below design flood elevation.** Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

*Remainder of R322.2.2 unchanged.*



**R322.3.4 Walls below design flood elevation.** Walls and partitions are not permitted below the elevated floor, provided that such walls and partitions are not part of the structural support of the building or structure and:

- ~~1— Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and~~
- ~~2— Are constructed with insect screening or open lattice; or~~
- ~~3— Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than 10 (470 Pa) and no more than 20 pounds per square foot (958 Pa); or~~
- ~~4— Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:
  - ~~4.1. The walls and partitions below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.~~
  - ~~4.2. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.~~~~

**R322.3.5 Enclosed areas below design flood elevation.** Enclosed areas below the design flood elevation are not permitted shall be used solely for parking of vehicles, building access or storage.

**Exception:** Areas enclosed by insect screening or open lattice.

## **Section 6. FISCAL IMPACT STATEMENT.**

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

**Section 7. Applicability.** For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Pahokee. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

**Section 8. Severability.** If any section, subsection, clause or provision of this Ordinance is declared unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**Section 9. 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 10. 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 11. Effective Date.** This Ordinance shall be effective immediately upon passage by the City Commission in second reading.

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

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

\_\_\_\_\_  
KEITH W. BABB, JR., MAYOR

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

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

APPROVED AS TO LEGAL SUFFICIENCY

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



**RESOLUTION 2016 - 09**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR TO APPLY FOR PNC BANK SIGNATURE BUSINESS OPTIONS CREDIT CARD WITH A LIMIT OF \$40,000.**

**WHEREAS**, the City of Pahokee requires the use of credit card when officials and employees are traveling on authorized City business;

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

- Section 1.** The Mayor is authorized to sign the application for the PNC Visa Signature Business Option Credit Card on behalf of the City of Pahokee; and
- Section 2.** Chandler Williamson, City Manager, is designation as Administrator of the account; and
- Section 3.** Tijauna Warner, City Clerk, is designated Cardmember.

PASSED AND ADOPTED, this 12<sup>th</sup> day of April, 2016.

ATTESTED:

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

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

MAYOR BABB \_\_\_\_\_  
COMMISSIONER HILL \_\_\_\_\_  
COMMISSIONER HOLMES \_\_\_\_\_  
COMMISSIONER MURVIN \_\_\_\_\_  
COMMISSIONER WALKER \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY:

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





TM/RM/BB USE ONLY

Instructions: Use block upper case letters and stay within the lines in order to accurately process the application. All fields are required unless noted "optional".

TMO Login ID: P P 7 6 2 8 8	TMO Name: Leo Tepedino	TMO E-mail Address: leo.tepedino@pnc.com
TMO Office Phone: (561) 803-9533	TMO Cell Phone: (561) 706-4737	
<input checked="" type="checkbox"/> Business Banking <input type="checkbox"/> Commercial Banking <input type="checkbox"/> Middle Market / Corporate Finance		

Please upload completed application to CapitalStream

Please check Revolve or Pay in Full.

<input checked="" type="checkbox"/> Revolve (Maximum Credit Limit \$50,000.00)	<input type="checkbox"/> Pay In Full (Maximum Credit Limit \$250,000.00)	Estimated Annual Spend: \$ 100,000
--	--	---------------------------------------

Annual Fee up to \$500 (beginning with the 13th billing cycle after Account opening). The amount of the annual fee is based on the annual total of net purchases (as defined below) made on the Account for the previous 12 billing cycles as follows:	Annual Total of Net Purchase	Annual Fee
	\$0 - \$49,999.99	\$500
	\$50,000 - \$74,999.99	\$250
	\$75,000 - \$99,999.99	\$125
	≥ \$100,000	\$0

**Overdraft Protection:** Overdraft Protection is available for the Revolve product only.

I would like Overdraft Protection for my PNC Bank Business Checking Account. See the "Overdraft Protection" section of this application for more details.

PNC Bank Business Checking Account:	Name on Account:
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**Balance Transfer:** Balance Transfer is available for the Revolve product only.

Business/Borrower requests to transfer a balance on an existing business credit or charge card account (cannot be another PNC Bank business card account).

Name of Financial Institution:	Address:	City:	State:	Zip:
Contact Phone Number:	Name on Account:	Account Number:	Account Balance: \$	

**Business Name to Display On Card (MAXIMUM OF 24 CHARACTERS, INCLUDING SPACES):**

CITY OF PAHOKEE

**Reward Type (must choose one):**

Travel Rewards

- Miles aggregated at employee level
- Miles aggregated at business level

Cash Rebate - Rebates aggregate at business level

- Revolve - 1.5% cash back
- Pay In Full - 1% cash back

PNC points<sup>®</sup>

**Company Logo on Card (\$350 one time fee)**

Yes, I would like our company logo on the card.  
Upon approval, Card Program Administrator will receive an email with instructions for submitting logo artwork.

**Reporting Options:**

Account View (free to all accounts)

Advanced Reporting Tool (\$25 monthly fee)

**Card Program Administrator** Borrower's designated Employee to assist in the administration of the Account.

Name: CHANDLER WILLIAMSON	Phone Number: (561) 924-5534	E-mail address (REQUIRED): cwilliamson@cityofpahokee.com
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**Cardmember Information - Limit Names to 25 Spaces; Alpha Only; Please complete and fax the BusinessOptions Change Form to 888-652-2630 to add more.**

Name of Cardmember: TIJAUNA WARNER	Last 4 Digits of SSN 7068	Name of Cardmember:	Last 4 Digits of SSN
Name of Cardmember:	Last 4 Digits of SSN	Name of Cardmember:	Last 4 Digits of SSN
Name of Cardmember:	Last 4 Digits of SSN		



<b>Business/Borrower Information</b>	
Legal Name (under which tax returns are filed): <b>CITY OF PAHOKEE</b>	Business Tax ID/SSN: <b>596000400</b>
Doing Business As:	

<b>Borrower/Guarantor Information</b>		
Name:	Title (if applicable):	Business Tax ID/SSN:
(Check Only One) <input type="checkbox"/> Borrower <input checked="" type="checkbox"/> Guarantor	If you live in Wisconsin, are you married? <input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Borrower/Guarantor Information</b>		
Name:	Title (if applicable):	Business Tax ID/SSN:
(Check Only One) <input type="checkbox"/> Borrower <input checked="" type="checkbox"/> Guarantor	If you live in Wisconsin, are you married? <input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Agreements</b>
<p><b>1. Definitions.</b> As used in this application: The term "Borrower" shall include, individually and collectively, the individuals, corporations, partnerships, proprietorships or other entities applying for and who will be jointly and severally liable for all obligations in connection with the Account. The term "Guarantor" shall include, individually and collectively, all other persons who may be liable for the Account as an endorser, surety or guarantor. The term "Bank" means PNC Bank, National Association. The term "Account" means the Visa Signature <b>BusinessOptions</b> Card account requested in this application. The term "net purchases" means the total amount of signature-based purchases, Internet purchases, phone or mail order purchases, or automatic bill payments made with a card, which are processed or submitted through the Visa U.S.A. Inc. transaction processing system, less returns, credits and chargebacks of purchases. Purchases resulting from reduced interchange programs, PIN-based purchases, payments of existing card-balances, balance transfers, cash advances, ATM transactions, convenience checks, Interlink-processed transactions, fees charged by Bank (for example, annual fees, finance charges and related service charges, if any), payments made for pre-paid and re-loadable cards such as certain gift cards and similar cards, or payments made for payment instruments that can be readily converted to cash (for example, travelers cheques, money orders, wire transfers and similar products and services) are not included in net purchases. Bank reserves the right to determine in its sole discretion whether a particular transaction is included in net purchases.</p> <p>Borrower and Guarantor certify that the statements made on this application and any other information provided in connection with this application are true and complete. BORROWER AND GUARANTOR CERTIFY THAT THE ACCOUNT WILL BE USED FOR BUSINESS PURPOSES ONLY. Borrower and Guarantor agree to promptly notify the Bank of any material changes to this information. The Bank is authorized to make all inquiries it deems necessary to verify accuracy of the information submitted and to determine the creditworthiness of each Borrower and Guarantor, and to share any information provided to the Bank by or about any Borrower or Guarantor with any third party that performs services for the Bank in connection with this application or the Account or to whom this application or Account may be transferred. Borrower and Guarantor authorize any person or consumer reporting agency to give the Bank or such third party any information it may have on such Borrower and Guarantor and authorizes the Bank or such third party to make direct inquiries to the accountant of each Borrower or Guarantor and obtain any information it deems necessary in processing this application. Borrower and Guarantor authorize the Bank and any transferee of this application or Account to answer any questions about its credit experience with Borrower and Guarantor.</p> <p>By signing below, the undersigned, who is/are either a Borrower or Guarantor of Borrower's obligations, provides written authorization to the Bank or its designee (and any assignee or potential assignee hereof) to obtain my/our personal credit profile(s) from one or more national credit bureaus. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal or extension of the Account or additional credit and for reviewing or collecting the Account. A photocopy or facsimile copy of this authorization shall be valid as the original. By signing below, I/we affirm my/our identity(ies) as the respective individual/s identified in this application.</p>
<p><b>2. Information Sharing.</b> Each Borrower and Guarantor understands that in order to serve our customers efficiently and offer a full range of financial services, the Bank shares customer transaction and experience information among the PNC Bank family of companies. PNC Bank companies also share personal information such as applications, financial statements and credit reports. By executing this application, each Borrower and Guarantor expressly consents to the sharing of such information among the PNC Bank companies unless such Borrower or Guarantor requests that the Bank not share this other personal information (except where such information is used by one PNC Bank company to service customer accounts for another) by calling the Bank at 1-877-BUS-BNKG (1-877-287-2654) or by writing to the Bank at: PNC Bank, P.O. Box 96066, Pittsburgh, Pennsylvania 15226 and including the name, address and account number(s) or Social Security/EIN number(s) of such Borrower or Guarantor.</p>
<p><b>3. Card Agreement.</b> If Bank approves this application, the Bank will mail to Borrower identified in the Business/Borrower Information section of this application a Visa Signature <b>BusinessOptions</b> credit card agreement (as amended or restated from time to time, the "Agreement") governing the Account. Borrower agrees that: (i) Borrower shall be bound by all provisions of the Agreement; (ii) all credit requested or obtained under the Account shall be subject to the Agreement; (iii) use of the Account shall be conclusive evidence that Borrower has received the Agreement and agreed to the terms thereof; (iv) Borrower shall pay to the Bank all amounts outstanding from time to time under any Account in accordance with the Agreement; and (v) the obligations of each Borrower in connection with the Account are joint and several. In addition, Borrower agrees to pay Bank, or any successor or assignee of Bank, all amounts advanced, and all interest, fees and other charges incurred on or assessed, pursuant to the Agreement. All terms and conditions of this application are incorporated into the Agreement.</p>

Business Name: CITY OF PAHOKEE



**Agreements (continued)**

**4. Overdraft Protection.** "Overdraft Protection" allows Bank to transfer funds from the Account and prevent overdrafts on Borrower's registered PNC Bank, National Association business checking account. Enrollment in Overdraft Protection is optional. If Borrower enrolls, or has enrolled, in Overdraft Protection, the following terms apply to the Account: When Borrower enrolls in Overdraft Protection it may take up to twelve (12) days for the Overdraft Protection to be activated. Borrower authorizes Bank to make Overdraft Protection advances ("Overdraft Protection Advances") from the Account as provided herein, the Agreement and any separate Overdraft Protection terms and conditions that were/are provided to Borrower that apply to Borrower's business checking account if a business checking account that Borrower registered when enrolling in Overdraft Protection becomes overdrawn. Any Overdraft Protection Advance will be processed and will post as a cash advance to the Account, and will be subject to any cash advance limit on the Account. Borrower will be charged a cash advance fee for each Overdraft Protection Advance. In addition to any cash advance fee and interest that are assessed to the Account for an Overdraft Protection Advance, separate fees may be assessed to Borrower's designated business checking account(s) for accessing Overdraft Protection (see the fee schedule for the checking account(s) for specific fee information). Bank may cancel Overdraft Protection privileges under the Account even if the Account remains open for other transactions. Overdraft Protection privileges will be automatically cancelled if the Account is closed. Overdraft Protection may be suspended if the Account is in default as defined in the Agreement. If Borrower's right to use the Account has been terminated or suspended, or if the Account is in default under the terms of the Agreement, and Bank refuses to make an Overdraft Protection Advance, Bank may, in its sole discretion: (i) not pay any checks, items or entries that would cause an overdraft with respect to the applicable business checking account or (ii) pay any checks, items or entries and permit an overdraft with respect to the applicable business checking account. In either case, certain checking account fees may apply (see the fee schedule for Borrower's business checking account(s) for specific fee information).

**5. Employee Use of Account.** All Employees will have access to 100% of the Borrower's credit limit unless Borrower establishes specific card limits for specific Employees. Borrower agrees and acknowledges that because of Visa rules and procedures Bank may be unable to decline transactions below certain amounts or at certain establishments or in certain locations and in such cases the Borrower shall be liable notwithstanding any applicable activity limits.

**6. Guaranty.** This paragraph applies only to persons or business entities signing the "Personal Guarantors" or "Corporate Guarantors" section herein. In consideration of the extension of credit from the Bank to Borrower and other good and valuable consideration, each of the undersigned persons or business entities (individually, a "Guarantor" and collectively, the "Guarantors") hereby jointly and severally guarantees, and becomes surety for, the prompt payment and performance, when due, of all obligations owing by Borrower to the Bank, whether now existing or hereafter arising, including, without limitation, in connection with or under the Account and all obligations now or hereafter due under the Agreement (collectively, the "Obligations"). This Guaranty is absolute, unconditional, irrevocable and continuing and will remain in full force and effect until all of the Obligations have been paid in full. This Guaranty will not be affected by: any release by the Bank of any other party, guaranty or security held by it for any of the Obligations; by any failure of the Bank to preserve its rights to any guaranty; or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any guaranty thereof. This is a guaranty of payment and not of collection and the Bank shall not be required, as a condition of any Guarantor's liability, to make any demand upon or to first pursue any of its rights against Borrower or particular Guarantor, or to pursue any rights which may be available to it with respect to any other person who may be liable for the payment of the Obligations. Each Guarantor hereby waives: notice of acceptance of this Guaranty, notice of extensions of credit to Borrower from time to time, notice of default, diligence, presentment, notice of dishonor, protest, or demand for payment. The Bank at any time and from time to time, without notice to or the consent of any Guarantor, and without impairing or releasing, discharging or modifying any Guarantor's liabilities hereunder, may: (a) change any of the Agreement relating to any of the Obligations; (b) renew, substitute, modify, amend or alter, or grant consents or waivers relating to, any of the Obligations, any other guaranties or any security for any Obligations; (c) apply any and all payments by whomever paid or however realized, to any Obligations of Borrower in such order, manner and amount as the Bank may determine in its sole discretion; (d) deal with any other person with respect to any Obligations in such manner as the Bank deems appropriate in its sole discretion; (e) substitute, exchange or release any security or guaranty; or (f) take such actions and exercise such remedies as provided herein or the Agreement. Until the Obligations are paid in full, each Guarantor postpones and subordinates in favor of the Bank any and all rights, which such Guarantor may have to assert any claim against Borrower or to any realization on any property of Borrower. Each Guarantor's obligations hereunder shall not be affected, modified or impaired by any counterclaim, set-off, recoupment, deduction or defense based upon any claim such Guarantor may have against Borrower, other Guarantor or the Bank except payment of the Obligations. To the extent that the Bank incurs any costs or expenses in protecting or enforcing its rights under the Obligations or this Guaranty, including reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses will be due on demand, will be included in the Obligations, and will bear interest from the incurring or payment thereof in accordance with the Agreement. This Guaranty will be binding upon and inure to the benefit of each Guarantor and the Bank and their respective heirs, executors, administrators, successors and assigns.

**7. Right of Setoff.** In addition to all liens upon and rights of setoff against the money, securities or other property of Borrower or any Guarantor given to the Bank by law, the Bank shall have, with respect to all Obligations to the Bank under any Account or the Agreement and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and Borrower and each Guarantor hereby assigns, conveys, delivers, pledges and transfers to the Bank, all of its right, title and interest in and to, all deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, the Bank whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand or notice. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of a default without any action of the Bank, although the Bank may enter such setoff on its books and records at a later time.

**8. WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY LAW, BORROWER, GUARANTOR AND BANK EACH IRREVOCABLY WAIVES ANY AND ALL RIGHT BORROWER, GUARANTOR OR BANK MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS INSTRUMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS INSTRUMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. EACH BORROWER AND EACH GUARANTOR ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY AND IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS TRANSACTION.

**SIGNATURES REQUIRED ON PAGES 4 AND 5.**



Agreement Signatures	
<b>BORROWERS</b>	
Borrower(s): <u>CITY OF PAHOKEE</u> <div style="display: flex; justify-content: space-between;"> <span>(Name of Business)</span> <span>(Name of Individual, if any)</span> </div> <div style="display: flex; justify-content: center; margin-top: 10px;"> <span>(Name of Individual, if any)</span> </div>	
If Borrower is a legal entity, the undersigned officer(s)/partner(s)/member(s) represent and warrant that they are duly authorized to execute and deliver this application and any other agreements on behalf of such entity (any of which may contain a warrant of attorney authorizing the Bank to confess judgment against the entity for all sums due or to become due by the entity to the Bank), all necessary action to authorize the execution and delivery of this application and such agreements has been properly taken, and Borrower is and will continue to be duly authorized to borrow under the Account and to perform all of the other terms and provisions of such agreements.	
Signature	Signature
Name and Title (please print) CHANDLER WILLIAMSON, City Manager	Name and Title (please print)
Date	Date
If Borrower is an individual, the undersigned agrees to be a Borrower on the Account and to bound by the provisions of this application and the Agreement.	
Signature (Name only, no title)	Signature (Name only, no title)
Name (No title, please print)	Name (No title, please print)
Date	Date
<b>PERSONAL GUARANTOR(S)</b>	
Signature (Name only, no title)	Signature (Name only, no title)
Name (No title, please print)	Name (No title, please print)
Date	Date
<b>CORPORATE GUARANTOR(S)</b>	
Name of Company	Name of Company
By	By
Signature	Signature
Name and Title (please print)	Name and Title (please print)
Date	Date



**WISCONSIN MARITAL PURPOSE STATEMENT.** If a Borrower or any Guarantor is a married individual whose spouse is not a Borrower or a Guarantor, the following Marital Purpose Statement must be signed by that Borrower or Guarantor

The undersigned acknowledges and agrees that [his/her] obligations under the foregoing instrument are incurred in the interest of [his/her] marriage or family.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**WISCONSIN SPOUSAL CONSENT TO GUARANTY.** If only one spouse is signing as a guarantor, the other spouse must sign the Consent below.

My spouse has provided or may agree to provide a personal guaranty to PNC Bank, National Association ("Bank") related to the payment of the Credit Facility to the Bank. In connection with this Guaranty, I hereby provide my consent and acknowledge that I am acting together with my spouse but, by providing my signature below, am not becoming personally liable as a guarantor on the Credit Facility.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

*Visa Signature is registered trademark of Visa International Service Association and used under license.*

*PNC points is a registered trademark of The PNC Financial Services Group, Inc.*

*BusinessOptions is a service mark of The PNC Financial Services Group, Inc.*

Business Name: CITY OF PAHOKEE





# Visa Signature® BusinessOptions<sup>SM</sup> Card Application



v1.0

### TM/RM/BB USE ONLY

Instructions: Use block upper case letters and stay within the lines in order to accurately process the application. All fields are required unless noted "optional".

TMO Login ID: P P 7 6 2 8 8	TMO Name: Leo Tepedino	TMO E-mail Address: leo.tepedino@pnc.com
TMO Office Phone: (561) 803-9533	TMO Cell Phone: (561) 706-4737	
<input checked="" type="checkbox"/> Business Banking <input type="checkbox"/> Commercial Banking <input type="checkbox"/> Middle Market / Corporate Finance		

Please upload completed application to CapitalStream

Please check Revolve or Pay in Full.

<input checked="" type="checkbox"/> Revolve (Maximum Credit Limit \$50,000.00)	<input type="checkbox"/> Pay In Full (Maximum Credit Limit \$250,000.00)	Estimated Annual Spend: \$ 100,000
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Annual Fee up to \$500 (beginning with the 13th billing cycle after Account opening). The amount of the annual fee is based on the annual total of net purchases (as defined below) made on the Account for the previous 12 billing cycles as follows:

Annual Total of Net Purchase	Annual Fee
\$0 - \$49,999.99	\$500
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≥ \$100,000	\$0

**Overdraft Protection:** Overdraft Protection is available for the Revolve product only.

I would like Overdraft Protection for my PNC Bank Business Checking Account. See the "Overdraft Protection" section of this application for more details.

PNC Bank Business Checking Account:	Name on Account:
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Business/Borrower requests to transfer a balance on an existing business credit or charge card account (cannot be another PNC Bank business card account).

Name of Financial Institution:	Address:	City:	State:	Zip:
Contact Phone Number:	Name on Account:	Account Number:	Account Balance: \$	

**Business Name to Display On Card (MAXIMUM OF 24 CHARACTERS, INCLUDING SPACES):**

CITY OF PAHOKEE

**Reward Type (must choose one):**

- Travel Rewards
  - Miles aggregated at employee level
  - Miles aggregated at business level
- Cash Rebate - Rebates aggregate at business level
  - Revolve - 1.5% cash back
  - Pay In Full - 1% cash back
- PNC points®

**Company Logo on Card (\$350 one time fee)**

Yes, I would like our company logo on the card. Upon approval, Card Program Administrator will receive an email with instructions for submitting logo artwork.

**Reporting Options:**

- Account View (free to all accounts)
- Advanced Reporting Tool (\$25 monthly fee)

**Card Program Administrator** Borrower's designated Employee to assist in the administration of the Account.

Name: CHANDLER WILLIAMSON	Phone Number: (561) 924-5534	E-mail address (REQUIRED): cwilliamson@cityofpahokee.com
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**Cardmember Information - Limit Names to 25 Spaces; Alpha Only; Please complete and fax the BusinessOptions Change Form to 888-652-2630 to add more.**

Name of Cardmember: TIJAUNA WARNER	Last 4 Digits of SSN: 7068	Name of Cardmember:	Last 4 Digits of SSN:
Name of Cardmember:	Last 4 Digits of SSN:	Name of Cardmember:	Last 4 Digits of SSN:
Name of Cardmember:	Last 4 Digits of SSN:		

Business Name: CITY OF PAHOKEE



<b>Business/Borrower Information</b>	
Legal Name (under which tax returns are filed): <b>CITY OF PAHOKEE</b>	Business Tax ID/SSN: <b>596000400</b>
Doing Business As:	

<b>Borrower/Guarantor Information</b>		
Name:	Title (if applicable):	Business Tax ID/SSN:
(Check Only One) <input type="checkbox"/> Borrower <input checked="" type="checkbox"/> Guarantor		If you live in Wisconsin, are you married? <input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Borrower/Guarantor Information</b>		
Name:	Title (if applicable):	Business Tax ID/SSN:
(Check Only One) <input type="checkbox"/> Borrower <input checked="" type="checkbox"/> Guarantor		If you live in Wisconsin, are you married? <input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Agreements</b>
<p><b>1. Definitions.</b> As used in this application: The term "Borrower" shall include, individually and collectively, the individuals, corporations, partnerships, proprietorships or other entities applying for and who will be jointly and severally liable for all obligations in connection with the Account. The term "Guarantor" shall include, individually and collectively, all other persons who may be liable for the Account as an endorser, surety or guarantor. The term "Bank" means PNC Bank, National Association. The term "Account" means the Visa Signature BusinessOptions Card account requested in this application. The term "net purchases" means the total amount of signature-based purchases, Internet purchases, phone or mail order purchases, or automatic bill payments made with a card, which are processed or submitted through the Visa U.S.A. Inc. transaction processing system, less returns, credits and chargebacks of purchases. Purchases resulting from reduced interchange programs, PIN-based purchases, payments of existing card balances, balance transfers, cash advances, ATM transactions, convenience checks, Interlink-processed transactions, fees charged by Bank (for example, annual fees, finance charges and related service charges, if any), payments made for pre-paid and re-loadable cards such as certain gift cards and similar cards, or payments made for payment instruments that can be readily converted to cash (for example, travelers cheques, money orders, wire transfers and similar products and services) are not included in net purchases. Bank reserves the right to determine in its sole discretion whether a particular transaction is included in net purchases.</p> <p>Borrower and Guarantor certify that the statements made on this application and any other information provided in connection with this application are true and complete. BORROWER AND GUARANTOR CERTIFY THAT THE ACCOUNT WILL BE USED FOR BUSINESS PURPOSES ONLY. Borrower and Guarantor agree to promptly notify the Bank of any material changes to this information. The Bank is authorized to make all inquiries it deems necessary to verify accuracy of the information submitted and to determine the creditworthiness of each Borrower and Guarantor, and to share any information provided to the Bank by or about any Borrower or Guarantor with any third party that performs services for the Bank in connection with this application or the Account or to whom this application or Account may be transferred. Borrower and Guarantor authorize any person or consumer reporting agency to give the Bank or such third party any information it may have on such Borrower and Guarantor and authorizes the Bank or such third party to make direct inquiries to the accountant of each Borrower or Guarantor and obtain any information it deems necessary in processing this application. Borrower and Guarantor authorize the Bank and any transferee of this application or Account to answer any questions about its credit experience with Borrower and Guarantor.</p> <p>By signing below, the undersigned, who is/are either a Borrower or Guarantor of Borrower's obligations, provides written authorization to the Bank or its designee (and any assignee or potential assignee hereof) to obtain my/our personal credit profile(s) from one or more national credit bureaus. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal or extension of the Account or additional credit and for reviewing or collecting the Account. A photocopy or facsimile copy of this authorization shall be valid as the original. By signing below, I/we affirm my/our identity(ies) as the respective individual/s identified in this application.</p>
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**Agreements (continued)**

- 4. Overdraft Protection.** "Overdraft Protection" allows Bank to transfer funds from the Account and prevent overdrafts on Borrower's registered PNC Bank, National Association business checking account. Enrollment in Overdraft Protection is optional. If Borrower enrolls, or has enrolled, in Overdraft Protection, the following terms apply to the Account: When Borrower enrolls in Overdraft Protection it may take up to twelve (12) days for the Overdraft Protection to be activated. Borrower authorizes Bank to make Overdraft Protection advances ("Overdraft Protection Advances") from the Account as provided herein, the Agreement and any separate Overdraft Protection terms and conditions that were/are provided to Borrower that apply to Borrower's business checking account if a business checking account that Borrower registered when enrolling in Overdraft Protection becomes overdrawn. Any Overdraft Protection Advance will be processed and will post as a cash advance to the Account, and will be subject to any cash advance limit on the Account. Borrower will be charged a cash advance fee for each Overdraft Protection Advance. In addition to any cash advance fee and interest that are assessed to the Account for an Overdraft Protection Advance, separate fees may be assessed to Borrower's designated business checking account(s) for accessing Overdraft Protection (see the fee schedule for the checking account(s) for specific fee information). Bank may cancel Overdraft Protection privileges under the Account even if the Account remains open for other transactions. Overdraft Protection privileges will be automatically cancelled if the Account is closed. Overdraft Protection may be suspended if the Account is in default as defined in the Agreement. If Borrower's right to use the Account has been terminated or suspended, or if the Account is in default under the terms of the Agreement, and Bank refuses to make an Overdraft Protection Advance, Bank may, in its sole discretion: (i) not pay any checks, items or entries that would cause an overdraft with respect to the applicable business checking account or (ii) pay any checks, items or entries and permit an overdraft with respect to the applicable business checking account. In either case, certain checking account fees may apply (see the fee schedule for Borrower's business checking account(s) for specific fee information).
- 5. Employee Use of Account.** All Employees will have access to 100% of the Borrower's credit limit unless Borrower establishes specific card limits for specific Employees. Borrower agrees and acknowledges that because of Visa rules and procedures Bank may be unable to decline transactions below certain amounts or at certain establishments or in certain locations and in such cases the Borrower shall be liable notwithstanding any applicable activity limits.
- 6. Guaranty.** This paragraph applies only to persons or business entities signing the "Personal Guarantors" or "Corporate Guarantors" section herein. In consideration of the extension of credit from the Bank to Borrower and other good and valuable consideration, each of the undersigned persons or business entities (individually, a "Guarantor" and collectively, the "Guarantors") hereby jointly and severally guarantees, and becomes surety for, the prompt payment and performance, when due, of all obligations owing by Borrower to the Bank, whether now existing or hereafter arising, including, without limitation, in connection with or under the Account and all obligations now or hereafter due under the Agreement (collectively, the "Obligations"). This guaranty is absolute, unconditional, irrevocable and continuing and will remain in full force and effect until all of the Obligations have been paid in full. This Guaranty will not be affected by: any release by the Bank of any other party, guaranty or security held by it for any of the Obligations; by any failure of the Bank to preserve its rights to any guaranty; or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any guaranty thereof. This is a guaranty of payment and not of collection and the Bank shall not be required, as a condition of any Guarantor's liability, to make any demand upon or to first pursue any of its rights against Borrower or particular Guarantor, or to pursue any rights which may be available to it with respect to any other person who may be liable for the payment of the Obligations. Each Guarantor hereby waives: notice of acceptance of this Guaranty, notice of extensions of credit to Borrower from time to time, notice of default, diligence, presentment, notice of dishonor, protest, or demand for payment. The Bank at any time and from time to time, without notice to or the consent of any Guarantor, and without impairing or releasing, discharging or modifying any Guarantor's liabilities hereunder, may: (a) change any of the Agreement relating to any of the Obligations; (b) renew, substitute, modify, amend or alter, or grant consents or waivers relating to, any of the Obligations, any other guaranties or any security for any Obligations; (c) apply any and all payments by whomever paid or however realized, to any Obligations of Borrower in such order, manner and amount as the Bank may determine in its sole discretion; (d) deal with any other person with respect to any Obligations in such manner as the Bank deems appropriate in its sole discretion; (e) substitute, exchange or release any security or guaranty; or (f) take such actions and exercise such remedies as provided herein or the Agreement. Until the Obligations are paid in full, each Guarantor postpones and subordinates in favor of the Bank any and all rights, which such Guarantor may have to assert any claim against Borrower or to any realization on any property of Borrower. Each Guarantor's obligations hereunder shall not be affected, modified or impaired by any counterclaim, set-off, recoupment, deduction or defense based upon any claim such Guarantor may have against Borrower, other Guarantor or the Bank except payment of the Obligations. To the extent that the Bank incurs any costs or expenses in protecting or enforcing its rights under the Obligations or this Guaranty, including reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses will be due on demand, will be included in the Obligations, and will bear interest from the incurring or payment thereof in accordance with the Agreement. This Guaranty will be binding upon and inure to the benefit of each Guarantor and the Bank and their respective heirs, executors, administrators, successors and assigns.
- 7. Right of Setoff.** In addition to all liens upon and rights of setoff against the money, securities or other property of Borrower or any Guarantor given to the Bank by law, the Bank shall have, with respect to all Obligations to the Bank under any Account or the Agreement and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and Borrower and each Guarantor hereby assigns, conveys, delivers, pledges and transfers to the Bank, all of its right, title and interest in and to, all deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, the Bank whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand or notice. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of a default without any action of the Bank, although the Bank may enter such setoff on its books and records at a later time.
- 8. WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY LAW, BORROWER, GUARANTOR AND BANK EACH IRREVOCABLY WAIVES ANY AND ALL RIGHT BORROWER, GUARANTOR OR BANK MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS INSTRUMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS INSTRUMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. EACH BORROWER AND EACH GUARANTOR ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY AND IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS TRANSACTION.

**SIGNATURES REQUIRED ON PAGES 4 AND 5.**

Business Name: CITY OF PAHOKEE



Agreement Signatures	
<b>BORROWERS</b>	
Borrower(s): <u>CITY OF PAHOKEE</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; text-align: center;"><i>(Name of Business)</i></div> <div style="width: 45%; text-align: center;"><i>(Name of Individual, if any)</i></div> </div> <div style="text-align: center;"><i>(Name of Individual, if any)</i></div>	
If Borrower is a legal entity, the undersigned officer(s)/partner(s)/member(s) represent and warrant that they are duly authorized to execute and deliver this application and any other agreements on behalf of such entity (any of which may contain a warrant of attorney authorizing the Bank to confess judgment against the entity for all sums due or to become due by the entity to the Bank), all necessary action to authorize the execution and delivery of this application and such agreements has been properly taken, and Borrower is and will continue to be duly authorized to borrow under the Account and to perform all of the other terms and provisions of such agreements.	
Signature	Signature
Name and Title (please print) CHANDLER WILLIAMSON, City Manager	Name and Title (please print)
Date	Date
If Borrower is an individual, the undersigned agrees to be a Borrower on the Account and to bound by the provisions of this application and the Agreement.	
Signature (Name only, no title)	Signature (Name only, no title)
Name (No title, please print)	Name (No title, please print)
Date	Date
<b>PERSONAL GUARANTOR(S)</b>	
Signature (Name only, no title)	Signature (Name only, no title)
Name (No title, please print)	Name (No title, please print)
Date	Date
<b>CORPORATE GUARANTOR(S)</b>	
Name of Company	Name of Company
By	By
Signature	Signature
Name and Title (please print)	Name and Title (please print)
Date	Date

Business Name: CITY OF PAHOKEE



**WISCONSIN MARITAL PURPOSE STATEMENT.** If a Borrower or any Guarantor is a married individual whose spouse is not a Borrower or a Guarantor, the following Marital Purpose Statement must be signed by that Borrower or Guarantor

The undersigned acknowledges and agrees that [his/her] obligations under the foregoing instrument are incurred in the interest of [his/her] marriage or family.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**WISCONSIN SPOUSAL CONSENT TO GUARANTY.** If only one spouse is signing as a guarantor, the other spouse must sign the Consent below.

My spouse has provided or may agree to provide a personal guaranty to PNC Bank, National Association ("Bank") related to the payment of the Credit Facility to the Bank. In connection with this Guaranty, I hereby provide my consent and acknowledge that I am acting together with my spouse but, by providing my signature below, am not becoming personally liable as a guarantor on the Credit Facility.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

*Visa Signature is registered trademark of Visa International Service Association and used under license.  
PNC points is a registered trademark of The PNC Financial Services Group, Inc.  
BusinessOptions is a service mark of The PNC Financial Services Group, Inc.*

Business Name: CITY OF PAHOKEE



**RESOLUTION 2016 - 10**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, PALM BEACH COUNTY, FLORIDA, SUPPORTING PALM BEACH COUNTY AND THE SCHOOL DISTRICT OF PALM BEACH COUNTY'S PLAN TO ENACT A ONE-CENT SALES TAX TO PAY FOR NEEDED IMPROVEMENTS TO PUBLIC INFRASTRUCTURE, PARKS, PUBLIC SAFETY INITIATIVES AND ECONOMIC DEVELOPMENT, AND TO PLACE A REFERENDUM ON THE NOVEMBER 8, 2016 BALLOT FOR VOTER APPROVAL OF SUCH SALES TAX; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

WHEREAS, the establishment and maintenance of infrastructure is a core function of local government; and

WHEREAS, there are many critical improvements that need to be made to infrastructure in Palm Beach County and in the 38 municipalities within the County that cannot be funded with existing revenue sources in the foreseeable future; and

WHEREAS, on March 22, 2016, the Board of County Commissioners of Palm Beach County approved a plan in cooperation with the School District of Palm Beach County, and in accordance with Section 212.055, Florida Statutes, to enact a one-cent sales tax to pay for needed improvements to infrastructure, parks, public safety initiatives and economic development; and

WHEREAS, the plan approved by the Board of County Commissioners allocated the sales tax proceeds as follows: 48 percent to the School District; 27.5 percent to the County; 18.5 percent to the 38 municipalities within Palm Beach County; 4.5 percent to the cultural institutions; and 1.5 percent to economic development.

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

Section 1. The City Commission of the City of Pahokee hereby supports the one-cent sales tax plan that would fund important infrastructure, parks, public safety, and economic development initiatives of Palm Beach County, the School District of Palm Beach County, and the 38 municipalities within Palm Beach County.

Section 2. The City Commission of the City of Pahokee hereby supports continued efforts to place the one-cent sales tax referendum on the November 8, 2016 general election ballot.

Section 3. The City of Pahokee Clerk is directed to distribute this Resolution to the Board of County Commissioners for Palm Beach County, the Palm Beach County School Board, and the Palm Beach County League of Cities, Inc.



Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12 day of April, 2016.

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

(SEAL)

ATTESTED:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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



**RESOLUTION 2016 - 11**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING THE APPOINTMENT OF TIJAUNA WARNER AS CITY CLERK.**

**WHEREAS**, pursuant to the City's Charter § 3.01, the position of City Clerk is a Charter Officer, appointed by the City Commission;

**WHEREAS**, on October 06, 2015, the City Commission approved the appointment of Tijauna Warner as the City's new City Clerk.

**WHEREAS**, all matters of the Office of City Clerk shall come under the jurisdiction of the City Clerk.

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

1. The City Commission hereby ratifies the appointment of Tijauna Warner as City Clerk.
2. This appointment was effective October 06, 2015, on that date, and continues until further action by the City Clerk or City Commission.

PASSED AND ADOPTED, this 12<sup>th</sup> day of April, 2016.

ATTESTED:

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

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

MAYOR BABB  
COMMISSIONER HILL  
COMMISSIONER HOLMES  
COMMISSIONER MURVIN  
COMMISSIONER WALKER

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

APPROVED AS TO LEGAL SUFFICIENCY:

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



RESOLUTION 2016 – 12

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT WITH EARLY LEARNING COALITION OF PALM BEACH COUNTY FOR STATEWIDE SCHOOL READINESS CHILD CARE SERVICE.**

**WHEREAS**, the City of Pahokee desires to enter into an Agreement with Early Learning Coalition of Palm Beach for the School Readiness Child Care Service; and

**WHEREAS**, both parties desire to enter into the Agreement starting July 1, 2016 through June 30, 2017.

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

1. This service agreement is effective as of July 1, 2016 and will end on June 30, 2017.
2. The City Commission hereby authorizes and directs the Mayor to execute the attached Agreement with Early Learning Coalition of Palm Beach County.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of APRIL, 2016.

ATTESTED:

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

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

APPROVED AS TO LEGAL SUFFICIENCY:

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

Mayor Babb \_\_\_\_\_

Commissioner Hill \_\_\_\_\_

Commissioner Holmes \_\_\_\_\_

Commissioner Murvin \_\_\_\_\_

Commissioner Walker \_\_\_\_\_





**STATE OF FLORIDA**  
**STATEWIDE SCHOOL READINESS PROVIDER CONTRACT**  
**FORM OEL-SR 20**

**I. PARTIES AND TERMS OF CONTRACT**

1. **Parties.** This Contract is made and entered into this 1st day of July, 2016, by and between the Early Learning Coalition of Palm Beach County, Inc. (herein referred to as "COALITION"), and City of Pahokee After School Program (herein referred to as "PROVIDER"), with its principal offices located at 207 Begoina Drive; Pahokee, FL 33476.
- a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.
- b. **Multiple Private Locations.** If PROVIDER is executing a single Contract on behalf of multiple private SR provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.
- c. **Employer Identification Number.** Insert PROVIDER's EIN here: 59-6000400. If PROVIDER does not have an EIN, PROVIDER must insert PROVIDER's Social Security Number (SSN) here N/A. PROVIDER's EIN or SSN is requested in accordance with sections (ss.) 119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Office of Early Learning and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as an SR provider, for reporting those payments for federal tax purposes, and for routine identification. If PROVIDER completes Exhibit 1 listing multiple locations with multiple EIN numbers, this paragraph may be left blank.
2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the SR Program. Payment is not conveyed to PROVIDER through this Contract. PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the SR program. This contract is to engage an eligible provider to provide SR services to eligible SR children.
3. **Term.** This Contract begins on July 1st of the fiscal year (2016) or on the date on which the Contract is signed by the last party required to sign the Contract, whichever occurs last, and the Contract ends on (COALITION select one)  June 30<sup>th</sup> of the fiscal year 2017 or  the last day of the month twelve (12) months after the effective date of the contract as indicated herein.
4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for SR program services performed before this Contract is fully executed by both parties or after expiration of the Contract.



5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the SR program and that PROVIDER and COALITION will be bound by the same:
- 42 U.S.C. §9858, et seq.;
  - 45 C.F.R. §98;
  - 45 C.F.R. §99;
  - Chapter 1002, Florida Statutes;
  - Chapter 6M-4, Florida Administrative Code; and
  - Chapter 6M-9, Florida Administrative Code.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity, corporation, or owner without the prior written approval of the COALITION. A change in corporate ownership shall be deemed a transfer. Failure to obtain the prior written approval of COALITION shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 58. This Contract binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Office of Early Learning, and COALITION.

## II. PROVIDER ELIGIBILITY

### 7. General Eligibility

- a. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), F.S., listed below. Check the box to indicate PROVIDER's type:
- A child care facility licensed under s. 402.305, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
  - A family day care home licensed or registered under s. 402.313, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
  - A large family child care home licensed under s. 402.3131, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
  - A public school or nonpublic school exempt from licensure under s. 402.3025, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
  - A faith-based child care provider exempt from licensure under s. 402.316, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
  - A before-school or after-school program described in s. 402.305(1)(c), F.S.



For a licensed before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20L must be completed as an authorized attachment to this Contract.

For a license exempt or programs that are not required to be licensed as described in Rule 65C-22.008, F.A.C., before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20LE must be completed as an authorized attachment to this Contract.

An informal child care provider to the extent authorized in the state's Child Care and Development Fund Plan as approved by the United States Department of Health and Human Services pursuant to 45 C.F.R. s. 98.18. (Form OEL-SR 20FFN is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

- b. Eligibility Pursuant to s. 1002.91(5), F.S.** PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.
- c. Eligibility Pursuant to s. 1002.91(7), F.S.** PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

### III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

- 8. Child Enrollment.** PROVIDER agrees to enroll children for the SR Program only with written authorization from COALITION which will be provided in the form of a child care certificate. PROVIDER also understands that it will not be reimbursed for services provided to a child beyond the service begin and end date identified by COALITION on the child care certificate, or if the child's eligibility is terminated prior to the end date. As described in s. 1002.87(2), F.S., PROVIDER also agrees to serve children enrolled into its SR program according to the services and location established by COALITION on the child care certificate indicating authorized hours of care. In the event that PROVIDER has multiple locations, PROVIDER shall notify and obtain approval in writing from COALITION prior to changing the location where the child shall be served.
- 9. Child Care.** PROVIDER agrees to provide child care to enrolled children at the care level designated by the child care certificate received from the COALITION. Pursuant to 45 C.F.R. s. 98.2, child care is defined as the care given to an eligible child by an eligible child care provider. PROVIDER will comply with all applicable state and federal laws, regulations and other standards and requirements in providing child care services under this agreement.
- 10. Instruction and Activities.** In accordance with s. 1002.88(1)(b), F.S., PROVIDER agrees to offer instruction and activities to enhance the age-appropriate progress of each child in attaining the child development standards established by the *Florida Early Learning and Developmental Standards: Birth to Five*, Form OEL-SR 30, adopted by the Office of Early Learning in Rule



6M-4.700, F.A.C. PROVIDER agrees to include activities to foster brain development in infants and toddlers; provide an environment that is rich in language and appropriate and child-friendly music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses; and include at least thirty (30) minutes of reading to children each day.

11. **General Health and Safety.** Provider agrees to provide a healthy and safe environment for children in care pursuant to s. 402.305(5), (6), and (7), F.S., as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are specifically addressed in each provider type attachment.
12. **Smoke Free Environment.** In accordance with Part C of Public Law 107-110 (No Child Left Behind), the “Pro-Children Act of 2001,” no child care facility shall permit smoking within any indoor facility (or portion of such facility) operated by PROVIDER, to provide routine child care or early childhood development services to children. This does not apply to any portion of such facility that is used for a private residence. Individuals in violation are subject to a \$1,000 fine, administrative compliance or both.
13. **Curriculum.** In accordance with s. 1002.88(1)(f), F.S., PROVIDER agrees to use the following state-approved curriculum or curricula in the provision of the SR Program:  
PINN  
edition or date: 2nd edition  
If PROVIDER is using different curricula at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the curriculum or curricula being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert “Not Applicable” in the space provided.
14. **Character Development Program.** In accordance with s. 1002.88(1)(g), F.S., PROVIDER agrees to implement the following character development program to develop basic values:  
Self-Assessment  
edition or date: 2nd edition  
If PROVIDER is using a different program at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the character development program being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert “Not Applicable” in the space provided.
15. **Developmental Screenings.** PROVIDER acknowledges that Provider is responsible for conducting developmental screenings for each child aged six weeks to kindergarten eligibility in accordance with Rule 6M-4.720, F.A.C. In accordance with s. 1002.88(1)(h), F.S., PROVIDER must collaborate with COALITION to complete initial screening for each child, aged six weeks to kindergarten eligibility, within forty-five (45) days after the child's first or subsequent enrollment, to identify a child who may need individualized supports. PROVIDER acknowledges that COALITION is responsible for initiating individualized services, including but not limited to providing referrals, based on child screening results. PROVIDER and COALITION acknowledge that pursuant to s. 1002.84(5), F.S., screening shall not be a requirement of entry into the school readiness program and shall be only given with parental consent.

**Subsequent Screenings.** PROVIDER acknowledges that Provider is responsible for subsequent screenings. Subsequent screening will be conducted at a minimum, annually in



the month of the child's birthday or at time of redetermination in accordance with Rule 6M-4.720, F.A.C.

16. **Prohibited Forms of Discipline.** In accordance with s. 1002.88(1)(i), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
17. **Child Immunizations and Health Screenings.** In accordance with s. 1002.88(1)(j), F.S., within thirty (30) calendar days of enrolling a child, PROVIDER agrees to obtain and retain information from the parent regarding the child's age-appropriate immunizations, physical development and other health requirements as indicated on the Student Health Examination form DH 3040 and Florida Certification of Immunization form Part A-1, B, or C DH 680 or the Religious Exemption from Immunization form DH 681.
18. **Program Operation.** In accordance with s. 1002.88(1)(k), F.S., if PROVIDER offers before-school or after-school programs, PROVIDER agrees those programs shall meet or exceed the requirements of s. 402.305(5), (6), and (7), F.S. In accordance with s. 1002.88(1)(q), F.S., and as identified in Exhibit 3, PROVIDER agrees to operate on a full-time and part-time basis and provide extended-day and extended-year services to the maximum extent possible without compromising the quality of the program to meet the needs of parents who work.
19. **Workers' Compensation and Unemployment Compensation.** In accordance with s. 1002.88(1)(n), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S. PROVIDER agrees to provide the COALITION with evidence of worker's compensation insurance coverage.
20. **Sign-In/Sign-Out Process.** PROVIDER agrees to maintain daily attendance documentation, including a documented "sign-in/sign-out" process approved by COALITION and implemented by PROVIDER, and which accurately documents attendance and absences. PROVIDER agrees to retain the attendance documentation in accordance with COALITION's records retention requirement established in accordance with s. 1002.84(10), F.S.
21. **Child Absences.** In accordance with s. 1002.87(8), F.S., PROVIDER agrees to notify COALITION in writing if a child enrolled is absent for five (5) consecutive days with no contact from the parent by the close of the fifth (5<sup>th</sup>) day. In accordance with ss. 1002.81(5) and 1002.87(7), F.S., if the need for care cannot be re-established, then the COALITION will notify the PROVIDER and the parent that school readiness funding will be discontinued. The end of eligibility for funded child care services will be fourteen (14) days from the fifth (5<sup>th</sup>) day that the child was not in attendance with no contact from the parent.
22. **Rilya Wilson Act and At-Risk Children.** In accordance with s. 1002.87(9), F.S., PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s. 39.604, F.S.) for each at-risk child under the age of school entry who is enrolled in the school readiness program.



23. **Parental Choice.** PROVIDER agrees that the parent has the right to choose the provider of child care services for his/her children. In the event the parent chooses to change to a different SR PROVIDER, it is within the parent's rights to do so, except as limited by s. 1002.84(8), F.S., as described in paragraph 46.c.
24. **Parental Access.** PROVIDER agrees to afford authorized parents unlimited access to their children in SR programs, during normal hours of provider operation and whenever the children are in the care of the provider. Access may be subject to appropriate safety procedures.
25. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., as available, to submit information and updates regarding the SR program.
26. **Child Care Resource and Referral.** PROVIDER agrees to participate in the annual update process coordinated by each Child Care Resource and Referral agency as described in Rule 6M-9.300(5) and (6), F.A.C.
27. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive SR reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit.
28. **Deliverables**

Deliverable	Tasks and Activities	Due Date	Payment
1. One month of child care services	Child enrollment activities per the requirements in section III	Monthly	Per the level of service: established by the child care certificate provided to the PROVIDER by the COALITION; at the rates specified in Exhibit 3: Provider Reimbursement Rates; and documented through an approved monthly attendance report
	Instruction and activities per the requirements in section III		
	Health and safety activities per the requirements in section III		
	Use of curriculum per the requirements in section III		
	Character development activities per the requirements in section III		
2. Monthly attendance report	Monthly attendance report submitted by the PROVIDER to the COALITION per the requirements in section VII	Monthly by the day indicated in section VII	N/A
3. Proof of Developmental Screening	<b>If applicable:</b>		N/A
Applies to providers responsible for	Developmental screenings for each child aged six weeks to	Within 45 days after the child's	



Deliverable	Tasks and Activities	Due Date	Payment
developmental screening as indicated in section III  Proof of Developmental Screening (continued)	kindergarten eligibility per the requirements in section III.  Subsequent screenings conducted annually in month of child's birthday.  PROVIDER shall submit the child's screening results to the COALITION  Enter the data into an electronic system  PROVIDER shall provide in writing the screening results for each child to the child's parent.	first or subsequent enrollment  Annually  Within thirty (30) calendar days of completion of screening  Within sixty (60) calendar days after screening	

#### IV. COALITION RESPONSIBILITIES

29. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality SR services.
30. **Developmental and Subsequent Screenings.** Applicable if PROVIDER is responsible for Developmental Screenings and Subsequent Screenings as indicated in paragraph 15. COALITION shall give notification to PROVIDER a minimum of thirty (30) calendar days prior to the date the child must be screened. COALITION will have staff persons available to explain screening results if required by a parent.
31. **Child Eligibility.** COALITION has ultimate responsibility for determining the eligibility of children enrolling in the SR program. COALITION will issue forms that make up a child care certificate (also known as a payment certificate), as described in s. 1002.82(6)(b) and (c), F.S., to the parent of each eligible child who enrolls in the SR program.
32. **Limitations on Authority.** COALITION may not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.; or require PROVIDER to administer a preassessment or postassessment.
33. **Monitoring.** COALITION will monitor PROVIDER for compliance with this Contract and the provisions governing the SR program listed in paragraph 5., in accordance with s. 1002.85(2)(h), F.S. PROVIDER will be monitored in accordance with the COALITION monitoring plan, or in response to a parental complaint.



## V. ACCESS

34. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the SR Program during normal business hours, except as otherwise restricted by government facilities.
35. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the SR Program during normal business hours and upon request by COALITION or the Office of Early Learning. Records that are stored off-site shall be provided within seventy-two (72) hours.

## VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

36. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family information. PROVIDER agrees to have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidentiality agreements will be maintained by the PROVIDER and provided to the COALITION upon request. Information associated with the SR Program shall only be made available in accordance with the restrictions of s. 1002.97, F.S. For the purposes of records of children enrolled in the SR Program, this Contract is considered an interagency agreement for the purpose of implementing the SR Program as described in s. 1002.97(3)(g), F.S. Accordingly, to the extent that PROVIDER receives school readiness records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.97, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.97, F.S.
37. **Record Maintenance.** PROVIDER agrees to maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences and proof of parent co-payments for children funded by the SR program. The records must be maintained for audit purposes for a period of five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
38. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the SR program before the conclusion of the retention period for SR records as described in paragraph 37, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the SR program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all SR records required to be maintained under paragraph 37. to COALITION no later than the close of business on the day PROVIDER ceases to offer the SR program.

## VII. COMPENSATION and FUNDING

39. **Method of Payment.** PROVIDER reimbursement for eligible children will be based on the child care certificate (also known as a payment certificate) issued by COALITION and presented by a parent, and through the use of the procedures outlined herein.
40. **Reimbursement Rates Established.** PROVIDER agrees to provide documentation of its published private child care rates included in Exhibit 3. PROVIDER agrees to accept the



approved PROVIDER reimbursement rate which is the lesser of the COALITION maximum reimbursement rate established by COALITION and approved by Office of Early Learning, identified in Exhibit 3. PROVIDER is paid based on budget availability, at the approved PROVIDER reimbursement rate less any parent co-payments assessed by COALITION as reflected on the child care certificate.

41. **Gold Seal Rate.** PROVIDER agrees to provide documentation of its Gold Seal Quality Designation. Gold Seal providers shall receive the Gold Seal rate identified in Exhibit 3 for all care levels which have received a Gold Seal Quality Designation.
42. **Special Needs Rate.** PROVIDER will receive a special needs rate identified in Exhibit 3 when providing services to a child with an identified special need. A special need child is defined as a child who has been determined eligible as a child with a disability in accordance with Chapter 6A-6, F.A.C., and is participating in a program for children with disabilities provided by the school district or a child who has an individualized educational plan (IEP) or family support plan (FSP).
43. **Rate Changes and Limitations.** PROVIDER agrees to report any changes in its published child care rates or its Gold Seal status, if applicable. PROVIDER acknowledges that COALITION is prohibited from making payments, inclusive of Gold Seal or special needs rate differentials, which would cumulatively exceed PROVIDER's private payment rate. In the event that any information submitted by PROVIDER in Exhibit 3 changes, PROVIDER must notify COALITION in writing of the change no later than close of business on the day of the change. COALITION may amend PROVIDER's reimbursement rate based on the information submitted by PROVIDER or any of the factors identified in this paragraph. COALITION must notify PROVIDER, in writing, of any change in reimbursement rate at least thirty (30) calendar days before the change is implemented.
44. **Rates and Fees for Parents.** PROVIDER acknowledges that it is prohibited from charging parents receiving SR services a higher rate than that charged to private pay parents. In addition to the parent co-payment assessed by COALITION, PROVIDER must provide the parent with a list of any fees it charges and, if applicable, written notice of the difference between the private pay rate and SR reimbursement, prior to the parent enrolling his/her child in PROVIDER's SR program. PROVIDER is prohibited from charging any fees other than the parent co-payment or those fees provided to the parent on the fee list described above.
45. **Military Subsidies.** PROVIDER agrees that it will notify COALITION if it receives military subsidy payments through or from the Child Care Aware of America<sup>®</sup> (formally NACCRRRA) or any legal successor organizations, on behalf of any child enrolled in PROVIDER's SR program. PROVIDER understands that its SR reimbursement rate may be changed as a result of receipt of such military subsidy payments. If PROVIDER fails to report receipt of such military subsidy payments, PROVIDER will be subject to fraud investigation for violation of the requirements of the SR program.
46. **Co-payment.** As required by s. 1002.84(8), F.S., and Rule 6M-4.401, F.A.C., PROVIDER shall collect the assessed parent co-payment in accordance with Rule 6M-4.400, F.A.C., from the parent.
  - a. **Co-payment Amount.** The amount of the co-payment which must be collected for each child is included on his or her child care certificate. In the event that an assessed parent co-



payment is changed by COALITION, COALITION will send the PROVIDER written notice of the change. Only co-payment changes from the COALITION are valid.

- b. **Co-payment Assessment and Collection.** Assessed parent co-payments are automatically deducted from PROVIDER's monthly reimbursement. PROVIDER is required to collect parent co-payments.
- c. **Co-payment Documentation.** PROVIDER must give the parent a receipt for each co-payment made by the parent and retain receipt records for all child care co-payments. Upon request, PROVIDER shall provide a current accounting and copy of co-payment receipt records to the COALITION. COALITION will use this documentation to ensure parents who transfer their children to another child care provider have met their co-payment obligations before receiving additional school readiness services.

- 47. **Holiday Schedule.** PROVIDER agrees to follow the holiday schedule approved by COALITION for PROVIDER's program, which includes Twelve (12) \_\_\_\_\_ days per year as set forth in Exhibit 4: Holiday Schedule and understands that these are the only holidays for which PROVIDER will receive reimbursement. Pursuant to Rule 6M-4.500, F.A.C., reimbursement may be made for up to twelve (12) recognized holidays per year.
- 48. **Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance reports for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the third (3<sup>rd</sup>) business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next open payment cycle.
- 49. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
- 50. **Emergency Temporary Closure.** PROVIDER agrees all requests for compensation for temporary closures beyond PROVIDER's control will be handled in accordance with Rule 6M-4.501, F.A.C.
- 51. **Disallowed Costs.** Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the SR Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER shall be subject to collection efforts and/or funds may be obtained from other early learning programs. PROVIDER shall have an opportunity to substantiate or appeal the decision of a questioned or disallowed cost. Any unresolved questioned costs may become disallowed costs.
- 52. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))



53. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use “Federal funds to supplement, [but] not [to] supplant non-Federal funds.” (20 U.S.C., s. 6314(a)(3)(B))

## VIII. FINANCIAL CONSEQUENCES

54. As a result of PROVIDER’s failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this contract or terminate the contract.

## IX. NONDISCRIMINATION

55. **Discrimination Prohibited.** PROVIDER agrees not to discriminate against children, families and staff on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. PROVIDER will comply with the terms of 45 C.F.R. §98.47 regarding non-discrimination against staff persons on the basis of religion.

## X. NONCOMPLIANCE, PROBATION AND TERMINATION

### 56. **Noncompliance Determination.**

- a. **Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the SR program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. (“Corrective action” means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Upon determining that the PROVIDER has satisfactorily completed the corrective action, the COALITION shall notify the PROVIDER in writing.
- b. **Probation.** If COALITION concludes that PROVIDER has received a corrective action notice for the same violation two or more times or have had multiple corrective action plans within the contract year or if the corrective action plan is not completed within the prescribed timelines, PROVIDER shall be placed on probation for a period up to six (6) months. Probation may include one or more of the following conditions: training or staff development, monitoring or technical assistance by COALITION or submission of documentation related to the violation. COALITION must notify PROVIDER in writing of the terms and duration of the probation, including required timelines. The terms of the probation must correlate to the basis of the corrective action.



**57. Termination for Cause.**

- a. **Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; (b) The material failure to comply with the terms of this Contract, including, but not limited to, failure to implement corrective action or comply with the terms of probation as described in paragraph 56 above; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 63.
- b. **Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

**58. Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon notification by the Department of Children and Families (DCF) or local licensing agency that actions or inactions of a PROVIDER pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's determination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64.

**59. Revocation of Eligibility.** In accordance with s. 1002.88(2), F.S., if PROVIDER's Contract is terminated under paragraph 56., 57., or 58., COALITION may revoke PROVIDER's eligibility to deliver the school readiness program for a period of five (5) years. In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under contract with the COALITION, and whether the PROVIDER had previously violated there terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.

**60. Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given and alternative arrangements for uninterrupted services shall be made at least thirty (30) calendar days before the termination date for children



served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER.

- 61. Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented SR hours completed prior to termination of this Contract.
- 62. Eligible Child Care Provider.** In order to receive state or federal funds under this Contract, PROVIDER must be an eligible child care provider as defined under 45 C.F.R. §98.2. Failure to maintain status as an eligible child care provider shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 58. PROVIDER certifies that each location at which PROVIDER offers the SR program is an eligible child care provider. PROVIDER agrees to notify COALITION immediately if it ceases to be an eligible child care provider.
- 63. Fraud.**

  - a. Anti-Fraud Plan.** PROVIDER agrees to comply with the anti-fraud plan established by COALITION in accordance with s. 1002.91, F.S.
  - b. Payment Certificate Fraud Investigation.** In accordance with s. 1002.82(6)(d), F.S., if it is determined that PROVIDER has given any cash or other consideration to the beneficiary in return for receiving a payment certificate, COALITION or its fiscal agent shall refer the matter to the Department of Financial Services pursuant to s. 414.411, F.S., for investigation.
  - c. Suspension for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the school readiness program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 64. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
  - d. Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of five (5) years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or board director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.
  - e. Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified



List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

64. **Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 5: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER's School Readiness Contract is being examined.
65. **Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section X of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of the revised Exhibit 1 showing any stricken locations to the PROVIDER. This Contract shall remain in full force and effect as to all other locations on Exhibit 1 which have not been stricken.
66. **Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

## **XI. NOTIFICATION**

67. **Information Change Notification.** PROVIDER agrees to report any changes in contact or program information within fourteen (14) calendar days or temporary emergency closings of the SR program within two (2) calendar days. Permanent business closings or changes in business location or ownership must be reported at least thirty (30) calendar days prior to changes. PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.
68. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is named party or defendant and which relates to the PROVIDERs operation at any location at which SR services are being provided.
69. **Notification of Disqualification or Public Assistance Fraud.**



- a. PROVIDER shall notify COALITION within five (5) calendar days if the PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
- b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

## 70. Contact Persons.

- a. **Coalition Contact.** The representative for COALITION for the purposes of this Contract is Provider Services Manager who can be contacted at 561-214-8000 or by email at Provider.Services@elcpalmbeach.org.
- b. **Provider Contact.** The representative for PROVIDER for the purposes of this Contract is Chandler Williamson who can be contacted at 561-924-5534 or by email at cwilliamson@cityofpahokee.com.
- c. **Contact Change.** In the event that either party designates different representatives after execution of this Contract, notice of the name and contact information of the new representative will be rendered in writing to the other party within ten (10) calendar days of change.

## XII. INDEMNIFICATION

71. PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, the Office of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. **If PROVIDER is a state agency, public school or school district, this paragraph is limited to the extent required by s. 768.28, F.S.**

## XIII. SEVERABILITY

72. If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

## XIV. NO AMENDMENTS

73. No attachments, amendments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1: Provider Location List; Exhibit 2: Required Documentation; Exhibit 3: Provider Reimbursement Rates;



Exhibit 4: Holiday Schedule; Exhibit 5: Due Process Procedures; and Form OEL-SR 20L, Form OEL-SR 20LE, or Form OEL-SR 20FFN, as described in paragraph 7.

*(Remainder of this page intentionally left blank.)*



**XIV. EXECUTION OF CONTRACT**

In accordance with s. 1002.88(1)(p), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the School Readiness program including, but not limited to the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section X.

**Warranty of Authority.** Each person signing this contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

\_\_\_\_\_  
**Signature of President/Vice President/  
Secretary/Officer/Owner/Principal/or Other  
Authorized Representative**  
 By Electronic Signature  
Mayor

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Provider's Additional Signatory (If required by  
the Provider)**  
 By Electronic Signature

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

COALITION has caused this Contract to be executed as of the date set forth in paragraph 1.

\_\_\_\_\_  
**Signature of Authorized Coalition Representative**  
 By Electronic Signature

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



**Exhibit 1: Provider Location List**

Provider Name: City of Pahokee After School Program

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit “Not Applicable” in the box below.

Not Applicable.

If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) program providers, enter each name and physical location in the table below. If PROVIDER is executing a single Contract on behalf of multiple private SR sites within COALITION’s service area, enter each name and physical location in the table below. If PROVIDER is using a different curriculum or curricula at various sites, enter the name of the curriculum or curricula used at each site. Identify the character development Program used at each site, if character development is included in the curriculum or curricula indicate as “included.”

**Note:** PROVIDER may use multiple Exhibit 1 to list all locations that are included under this contract.

If COALITION determines a physical location to be ineligible to offer the SR program, COALITION will strike through the name and location in the table below and initial and date in the column titled “Official Use Only” and send a copy of this Exhibit to PROVIDER.

Location Number (DCF/FEIN Number)	Location Name	Physical Address	Curriculum (Date/Edition)	Official Use Only
			Character Development (Date/Edition)	
1.				
2.				
3.				
4.				
5.				
6.				
7.				



## Exhibit 2: Required Documentation

Provider Name: City of Pahokee After School Program

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s).



**Exhibit 3: Provider Reimbursement Rates**

Provider Name: City of Pahokee After School Program

Provider Operational Hours: 8:00am - 6:00pm

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation?  Yes  No

PROVIDER's Private Pay Rates  
(To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates							\$19.89	
Part-Time Daily Rates							\$12.53	
Before or After School Rates	N/A	N/A	N/A	N/A			\$10.44	

COALITION Maximum Reimbursement Rates  
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	\$28.76	\$25.25	\$20.89	\$20.48	\$20.27	\$20.27	\$19.86	\$0.00
Full-Time Gold Seal Daily Rates	\$34.51	\$30.29	\$25.07	\$24.58	\$24.32	\$24.32	\$23.83	\$0.00
Part-Time Daily Rates	\$22.91	\$21.68	\$16.62	\$16.21	\$16.01	\$16.01	\$10.44	\$0.00
Part-Time Gold Seal Daily Rates	\$27.49	\$26.02	\$19.94	\$19.45	\$19.21	\$19.21	\$12.53	\$0.00
Before or After School Rates	N/A	N/A	N/A	N/A	\$16.01	\$16.01	\$10.44	\$0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	\$14.74	N/A	N/A	N/A
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	\$8.00	N/A	N/A	N/A



**Approved PROVIDER Reimbursement Rate\***

(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
<b>Full-Time Daily Rates</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$19.86</b>	<b>\$0.00</b>
<b>Part-Time Daily Rates</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10.44</b>	<b>\$0.00</b>
<b>Before or After School Rates</b>	N/A	N/A	N/A	N/A	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Full-Time VPK Wrap Rate</b>	N/A	N/A	N/A	N/A	<b>\$14.74</b>	N/A	N/A	N/A
<b>Part-Time VPK Wrap Rate</b>	N/A	N/A	N/A	N/A	<b>\$8.00</b>	N/A	N/A	N/A

*\*Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

Effective Date of Rates Established in This Exhibit 07/01/2016



**Exhibit 4: Holiday Schedule**

Provider Name: City of Pahokee After School Program

<b>Holiday</b>	<b>Date Observed</b>
Independence Day	07/04/2016
Labor Day	09/05/2016
Thanksgiving Day	11/24/2016
Christmas Holiday	12/26/2016
New Year's Holiday	01/02/2017
Memorial Day	05/29/2017
Day after Thanksgiving Day	11/25/2016
Christmas Holiday	12/27/2016
Christmas Holiday	12/28/2016
Christmas Holiday	12/29/2016
Christmas Holiday	12/30/2016
Martin Luther King Jr Day	01/16/2017

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.



## Exhibit 5: Due Process Procedures

Provider Name: City of Pahokee After School Program

1. **Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.
2. **Request for Review Hearing.** If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide School Readiness Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.
  - a. **Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.
  - b. **Request Time.** The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.
  - c. **Supporting Documentation.** The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.
3. **Implementation of Review.** If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.
  - a. **Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. Three of the members must be a mandatory member as set forth in section 1002.83(4) with at least one provider representative member.
  - b. **Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing,



return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

- c. Date and Location Selection.** Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.
- d. Conducting the Review Hearing.** The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.
- e. Notice of Review Hearing Conclusion.** Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The Review Hearing Committee must also appoint a Review Hearing Committee member or a Coalition staff person to prepare a written notice of the review hearing conclusion. (If the notice is developed by a Coalition staff person, the notice must be reviewed by the Review Hearing Committee in a subsequent public meeting and approved before being sent to the provider.) The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. Finally, if the majority of the Review Hearing Committee determines:

  - i.** That no part of the determination made by the Coalition was correct, the notice must state provider is not required to take further action.
  - ii.** That any part of the determination made by the Coalition is correct, the notice must identify the portion(s) determined to be correct. As applicable, the notice must also state:



- A.** If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s);
- B.** If the provider's School Readiness Contract or eligibility to offer the School Readiness Program will be terminated, the date of termination.

The decision of the Review Hearing Committee is final.