



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, June 28, 2016 6:00 p.m.
360 E. Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the June 28, 2016 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

1. Palm Beach County Commission of Ethics

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN

AGENDA

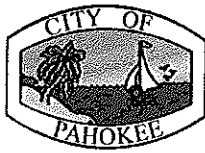
CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
TUESDAY, JUNE 28, 2016 6:30 P.M.



- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
 - 1. **May 10, 2016 Regular Scheduled Commission Meeting**
- G. CONSENT AGENDA:
- H. ORDINANCE:
- I. RESOLUTIONS:
 - 1. **RESOLUTION 2016 - 21 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE LEASE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.**
- J. PUBLIC HEARINGS:
 - 1. **ORDINANCE 2016 - 05 (second reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, CREATING CHAPTER 17, SEC. 17-78. COMMERCIAL PROPERTY-DUMPSTERS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**
 - 2. **ORDINANCE 2016 - 06 (second reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, CREATING CHAPTER 17, SEC. 17-79. MULTI-FAMILY RENTAL UNITS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**
 - 3. **ORDINANCE 2016 - 07(second reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING CHAPTER 17, SEC. 17-281. MAINTENANCE REQUIREMENTS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**
 - 4. **ORDINANCE 2016 - 08 (second reading) AN ORDINANCE OF THE CITY OF PAHOKEE, FLORIDA, TO BE DESIGNATED AS THE CITY OF PAHOKEE PARKS TRESPASS ORDINANCE; PROVIDING FOR A SHORT TITLE; PROVIDING FOR DEFINITIONS INCLUDING CRITERIA ON WHEN A TRESPASS NOTICE MAY BE ISSUED; PROVIDING FOR AUTHORIZATION TO ISSUE TRESPASS NOTICES; PROVIDING FOR APPEAL OF TRESPASS NOTICES; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTY; PROVIDING FOR CAPTIONS AND PROVIDING FOR EFFECTIVE DATE.**
- K. PROCLAMATIONS (approval):
 - 1. **Lorena Whitaker**
- L. PRESENTATIONS:
 - 1. **A1 Fish & Chicken**
 - 2. **Marathon**

NOTICE

- 3. **Wayne Whitaker**
- 4. **J.P. Sasser**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
 - 1. **Old Hospital Site**
- P. OLD BUSINESS:
 - 1. **Gymnasium Update**
- Q. NEW BUSINESS:
 - 1. **Lieutenant Piccolo (PBSO Report)**
 - 2. **Phase II Road Resurfacing (Bid Recommendation Letter)**
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING MINUTES
Tuesday, May 10, 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, May 10, 2016.

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

Official attendance was recorded as follows:

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

Additions, Deletions, and Approval of Agenda Items:

Ms. Tijauna Warner (City Clerk) requested adding Res 2016 – 17 to I1, Old Hospital Site to O2, and PBSO Update to O3.

Approval of Amendments to the Agenda.

Motion by Vice Mayor Hill. Seconded by Commissioner Murvin.

Motion carried on unanimously.

Citizen Comments (Agenda Items Only): None

Public Service Announcements:

Mayor Babb announced our May 24, 2016 City Commission Meeting has been cancelled due to Pahokee High School Graduation. We will meet again on the twice Tuesday of June (which is June 14, 2016). The City Clerk in the future will handle all the comment cards, announcements, and enforce the three (3) minute clock.

Approval of Minutes: None

Ordinances:

1. **ORDINANCE (second reading) 2016 – 03 AN ORDINANCE OF THE CITY COMMISSISON OF THE CITY OF PAHOKEE, FLORIDA, AMENDING SEC. 2-2. SALE OF ANY CITY REAL ESTATE PROPERTY, TO MODIFY THE SIGNAGE REQUIRED TO BE PLACED ON THE PROPERTY FOR SALE; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND OTHER PURPOSES**

Approval of Ordinance 2016 - 03.

Motion by Commissioner Murvin. Seconded by Vice Mayor Hill.

Motion carried on unanimously

2. **ORDINANCE (second reading) 2016 – 04 AN ORDINANCE OF THE CITY OF PAHOKEE, FLORIDA, PROVIDING FOR THE CITY'S CONTINUING CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE CITY OF PAHOKEE'S MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MSTU (MUNICIPAL SERVICE TAXING UNIT); PROVIDING FOR INTENT, PURPOSE AND CONSENT; PROVIDING FOR EFFECTIVENESS OF REPEAL; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CAPTIONS**

Approval of Ordinance 2016 - 04.

Motion by Vice Mayor Hill. Seconded by Commissioner Murvin.

Motion carried on unanimously.

Resolutions:

1. **RESOLUTION 2016 – 17 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.**

Mayor Babb advised the Cultural piece was removal from the Infrastructure Surtax and expressed the funds can be allocated towards other projects (such as the old high school).

Commissioner Holmes inquires if the portion of funds returned back to the City was known.

Mr. Brandenburg (City Attorney) advised 20% will be divided among the Cities.

Commissioner Holmes advised we will probably get about 2% out of dividends.

Mr. Williamson replied that's probably about \$300,000.00.

Commissioner Holmes inquired if our taxes will be raised one (1) cent and we only can get \$300, 000.00.

Mr. Williamson advised that will allow us to address some of these projects we don't have funding for and everything will be allocated fairly across the board.

Commissioner Holmes replied I would hate for our City to have an increase in sales tax, and then the money just disappears. The issue happened a couple years ago when money just disappeared.

Approval of Resolution 2016 - 17.

Motion by Vice Mayor Hill. Seconded by Commissioner Murvin.

Motion carried on unanimously.

Public Hearings: (Read in Ordinance Section)

Proclamations: None

Presentations:

1. **Sherryl Carter**

Vice Mayor Hill presented a certificate to Sherryl Carter for Employee of the Quarter.

2. **Jonathan Johnson** (not present will present later in the meeting)

Report of the Mayor:

Mayor Babb advised the City had two incidents today. The City had a fire right next to the food pantry and the daycare, but there were no injuries or death. However, the school has been damaged and probably will not be used for several months. The second incident was a Public Works staff member passed out and ran into a palm tree (vehicle accident), there was one (1) staff injured and two (2) getting checked out for injuries. Hopefully, we will get more information from the hospital. Also, the City vehicle was totaled. Again, the May 24, 2016 City Commission meeting is cancelled due to the Pahokee High School Graduation. I am just asking the Commission to look into plans being in placed for emergency and entering into a contract with an electrical company. Also, the Commission can look into hiring a community workforce of about ten (10) to twelve (10) individual on a contractual bases for assisting with Public Works (when they get behind on picking up trash or after large events). We don't have enough staff to clean the entire City, yet those individuals will be used as extra staff for \$10.00 an hour. Also, I need staff to look into the Marina Restaurant Contract (for concerned of the citizens) in reference to the utility bill. We don't want to put any hardship on businesses, yet if there are bills that were unpaid we need the back pay. If those payments are not made, then they will be in violation of the contract. I am directing the staff to move forward with the vendor on a payment plan. I would like to thank everyone that came out to the Mayor Meet & Greet. Also, I want to follow-up with the City Manager on all the former mayors' portraits being displayed on the wall here at the City Chambers.

Mr. Williamson inquired do you want all former mayors or all deceased mayors portraits displayed.

Mayor Babb advised all former mayors and in the event that we can't get a picture we will put up a plaque.

Mayor Babb wanted to follow-up on youth employment during the summer. My question to the City staff is where they are with that for this summer.

Mr. Williamson responded some of the business advised they don't have the funding for hiring additional staff and others advised they will look into it for next summer (not prepared for this summer).

Commissioner Walker inquired what are we as a City doing to reach out to Workforce for the summer program that they provide (with the salary).

Mr. Williamson replied Workforce has already provided us with two (2) interns.

Commissioner Walker questioned we only had two (2) positions.

Mr. Williamson replied we sure can use the help, but that's all Workforce paid for.

Mayor Babb would like the City to present a Key to the City to County Commissioner McKinlay (she has done a lot for the City). I would like to invite her out to present and have her speak on some of the things the County is doing. I would ask the Commission to vote on this.

Approval of Presenting the Key to the City to County Commissioner Melissa Mckinlay.

Motion by Vice Mayor Hill. Seconded by Commissioner Murvin.

Motion carried on unanimously.

Mayor Babb announced that Commissioner Murvin will select the next two (2) businesses for the month of May. Following Commissioner Murvin, Commissioner Holmes will select two (2) businesses for the month of June, and then we will continue down from my left to my right with Commissioner Walker and Vice Mayor Hill. Just want to let everyone know, Commissioner Walker has been in the hospital for a couple of days and is on the phone for this meeting. We want to wish her a full and speedy recovery and we have a card for her. So, Commissioner Walker we wish you well and to recover.

Mayor Babb presented a certificate to Jonathan Johnson for Employee of the Year.

Report of the City Manager:

Mr. Williamson discussed Commissioner Holmes issue with annexation. The City is working to give you an update on annexation between this Commission Meeting and the next Commission Meeting, we will have enough time to bring you a report. We just received the funding to work on MLK Baseball Field, I would like to see the baseball field brought up to standards with a softball team and baseball team (here in the City of Pahokee). Just give us a little more time to add the score board and other things. We want to improve the City by proposing an ordinance that requires our City to enclose these dumpsters off from view. Most of these dumpsters are in an odd area and opposing this ordinance will help beautify the City. City Hall has a dumpster that sits on the sidewalk, so we are going to fix ours first. We are going to have to work with our landlord to help beautify their areas. I think landlords with multi-units should paint their buildings every five (5) years and have proper parking for their tenants. A gentleman in the last Commission Meeting announced if you want to be a slumlord come here to the City of Pahokee and we want to change that. It's time to clean-up, it's time to paint, and it's time to change our City. We have to be prepared for economic development and we can't negotiate our ordinances any longer. We need to change some of our ordinances to hold the landlords accountable. We are preparing for 2017 Legislation in Tallahassee and getting everything together now. We have to continue building our relationship with the State Senate and Government. We have been reviewing the utility payments for Pahokee Mo's and as soon as we get those numbers we will take the appropriate steps. We have to find out if he paid, when he stopped paying, and calculate what he owes to the City.

Report of the City Attorney:

Mr. Brandenburg inquired if the City Commission wants him to draft an ordinance for the dumpsters, rental units, and the other items that the City Manager asked for.

Approval of City Attorney drafting an ordinance for dumpsters and multi-units.

Motion by Commissioner Murvin. Seconded by Vice Mayor Hill.

Motion carried on unanimously.

1. Palm Beach County Trespass Ordinance for Parks

Mr. Brandenburg presented a draft of the Palm Beach County Trespass Ordinance and explained that it gives PBSO the ability to enforce it.

Mayor Babb suggested a motion to adopt a similar ordinance.

Commissioner Walker suggested scheduling a workshop for the topic.

Mr. Brandenburg suggested drafting an ordinance that applies to the City and then if you want to conduct a workshop before adopting it.

Commissioner Walker advised the workshop gives the community an opportunity to engage as well because they're going to be the most affected by the change.

Commissioner Holmes advised we have to be mindful that Pahokee don't have any activities for our kids.

Mayor Babb replied we can always look at the penalties as well to make sure they're not too harsh.

Approval of City Attorney drafting an ordinance for Park Trespassing.

Motion by Commissioner Holmes. Seconded by Commissioner Murvin.

Motion carried on unanimously.

2. Old Hospital Site

Mr. Brandenburg advised the representative for the Old Hospital Site is preparing a presentation for the City Commission on June 14, 2016.

3. PBSO Update

Lt. Picciolo advised they are investigating the situation with the fire, but they have a concern with the homeless. PBSO have arranged for an organization to come out and assist the homeless, everyone is participating in the program except for one (1) individual. In the last week or so, there have been no alerting incidents within the City. PBSO created a park, walk, and talk program (PWT) which encourage deputies to get out and communicate with everyone. So, if you see the deputies out communicate with them.

Mayor Babb announced that PBSO has a website that will inform you on what's happening in your community.

Lt. Picciolo responded yes, go to pbsso.org.

Mayor Babb announced the Criminal Justice Academy on June 9, 2016 at the Belle Glade Library (please take a flyer on the way out).

Old Business:

1. Gymnasium Update

Mr. Williamson advised we have formally started a conversation with the private benefactor and the City Attorney to form a partnership. Typically, when a private benefactor is doing business with a City they want to enter into a public-private partnership to ensure all of the concerns are addressed before supplying their resources for this type of project. Our City Attorney will be meeting with them sometimes next week and forming some type of language.

Citizens Comments: *Ms. Tijauna Warner (City Clerk) announced all public comment cards.*

Mrs. Mary Dobrow expressed concerns with the marina pool and security. The marina pool is being used by others besides the campground guest. I have seen it with my own eyes and my customers said it was left a mess.

Mr. Williamson responded these issues happen on weekends, therefore we can hire a lifeguard or staff for the pool on the weekend.

Ms. Sanquetta Cowan invites City Commission to the Young Authors/Achievers Celebration on May 26, 2016 at 1pm.

Ms. Deborah Abner advised she is following up with the concession stand at the MLK Park and that she heard its some issues with the park.

Mr. Williamson responded the concession stand isn't open unless there's a baseball game taking place.

Ms. Abner replied we have other events at that park (such as gospel singing, church events, and other things) when we would like to use the concession stand.

Ms. Pearl Freeman inquired if the Community Relations Board was a help to the City.

Mayor Babb replied they were and the reason they were dismantled was stated in the letter. We appreciated all their service and they have the opportunity to re-apply or join new boards. This way we allow others an opportunity to serve on the boards.

Ms. Hazel Lucas, Esq. announced legal services to residents of Pahokee and the CLT Palm Beach County's building success in the County (passed out flyers to everyone).

Mayor Babb announced that we are going to try to setup a workshop for the community to be aware of what's being offered.

Rev. Lonnie Spry advised concerns with City streets, boards, and the finance director vacancy.

Mayor Babb replied the City Manager addressed the road being repaired. As far as the boards, we will try not to appoint family members and we are in the process of hiring a finance director.

City Commission Comments:

Commissioner Murvin announced the Young Singers of the Palm Beach are having a Choir in the Glades on May 17, 2016 at 6:30pm located at the Community United Methodist Church in Belle Glade. Also, there are two (2) Habitats for Humanity Houses, one (1) in Belle Glade and one (1) in Pahokee (accepting application until May 27, 2016). Good Night.

Commissioner Holmes advised there's no excuse not to hire a finance director. Also, the mayor needs to start tweaking his speech.

Mayor Babb suggested supporting businesses in the community, everybody needs to work with everybody.

Commissioner Walker advised we need to bring closure to the City's slogan.

Mayor Babb suggested at the next meeting the City Manager will address that.

Commissioner Walker suggested adding time limit on hiring a finance director and adding it to the next agenda. Also, an update on the status of the property going out for sale.

Ms. Warner replied we have just approved Ordinance 2016 – 04 in reference to the signage and the amount of time the signs have to be placed on the property before sale. Hopefully, the property will be out for sale by next week Thursday.

Vice Mayor Hill thanks everyone for coming out.

Mayor Babb thanks everyone for coming out and tells everyone good night.

There being no further business to discuss, Mayor Babb adjourns the meeting at 9:00p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, City Clerk

RESOLUTION 2016 - 21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE LEASE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

WHEREAS, the lease is hereby issued by the Board of Trustees of the Internal Trust Fund of the State of Florida (Lessor); and,

WHEREAS, in consideration of the faithful and timely performance of and compliance with the terms and conditions stated herein, the Lessor does hereby lease to City of Pahokee (Lessee) the sovereignty lands; and,

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

Section 1. The attached Lease Agreement is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the agreement on behalf of the City of Pahokee.

PASSED AND ADOPTED this 28th day of June, 2016.

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

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

This Instrument Prepared By:
Celeda Wallace
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE
MODIFICATION TO INCREASE SQUARE FOOTAGE

BOT FILE NO. 500224016

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Pahokee, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 18,
Township 42 South, Range 37 East, in Lake Okeechobee,
Palm Beach County, Florida, containing 584,954 square feet,
more or less, as is more particularly described and shown
on Attachment A, dated November 17, 2015.

HAVE THE USE OF the hereinabove described premises from November 25, 2015, the effective date of this modified lease, through May 13, 2023, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 112-slip docking facility with marginal docks, boat ramps, boat lifts, fishing pier, and breakwater to be used exclusively for mooring of governmental, commercial fishing charters, tours, and recreational vessels in conjunction with an upland 112-unit dry storage facility, public recreational development, including a campground, restaurant, and boat repair facilities, with fueling facilities, without a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and with liveboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 50-0129049-001-EI, dated April 10, 1998, Modified Permit No. 50-0129049-003, dated February 22, 2001, Modified Permit No. 50-0129049-004, dated September 17, 2002, Modified Permit No. 50-0129049-006, dated October 22, 2002, Consolidated Environmental Resource Permit No. 50-0129049-008, dated May 17, 2005, Consolidated Environmental Resource Permit No. 50-0129049-009, dated July 12, 2006, Modified Permit No. 50-0129049-013, dated January 12, 2007, and Environmental Resource Permit No. 50-0302773-003, dated November 25, 2015, incorporated herein and made a part of this lease by reference. The construction of the proposed structures depicted on Attachment A of this modified lease shall be completed no later than November 25, 2020. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 10 herein. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permits referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18- 21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Pahokee, Florida
207 Begonia Drive
Pahokee, Florida 33476

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEBOARDS: The term "liveboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITIONS:

A. Within 60 days after the Lessor's execution of this lease, the Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. The Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms and shall be required to replace the signs in the event they become faded, damaged or outdated. The Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street – 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

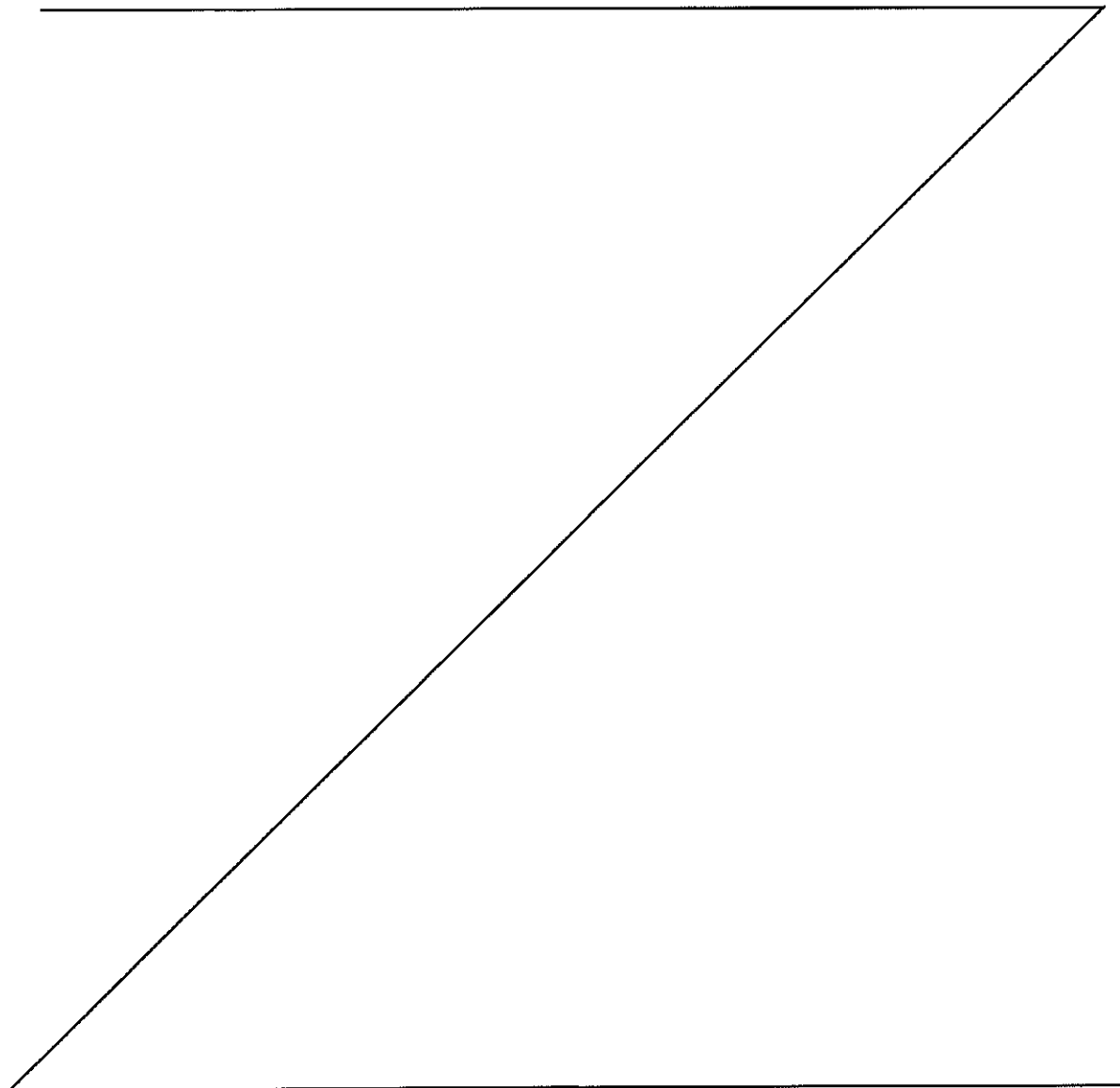
B. The Lessee shall develop and implement a Florida Fish and Wildlife Conservation Commission (FWC) approved marina educational program (which includes, at a minimum, permanent manatee educational signs, speed zone booklets, and manatee educational brochures) at centralized display no later than 30 days prior to completion of construction of the docking facility. The Lessee must maintain this educational program during the term of this lease and all subsequent renewal terms. The Lessee will be responsible for the cost of the educational materials. The Lessee shall develop this educational program with the assistance of FWC. FWC shall approve this educational plan prior to its implementation. Marina educational program guidelines can be found at <http://myfwc.com/manatee/signs/educationplan.pdf>, or can be obtained from FWC. Contact the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section at 620 South Meridian Street, 6A, Tallahassee, Florida 32399-1600 (Telephone 850-922-4330).

C. The Lessee shall prohibit mooring, on either a temporary or permanent basis, to the northeastern rock breakwater, access walkway or terminal platform of the fishing pier. To ensure compliance, the Lessee shall place and maintain signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

D. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in Rule 18-21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

E. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pumpout facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction.

F. The Lessee and marina operations staff shall inform all wet slip occupants in writing of the availability and requirement to use the sewage pumpout facilities provided on the uplands.



WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

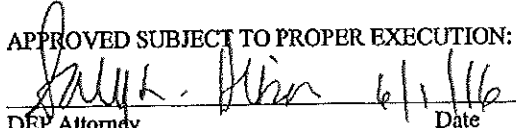
(SEAL)

BY: _____
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:


Notary Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

City of Pahokee, Florida (SEAL)

Original Signature

BY:

Original Signature of Executing Authority

Typed/Printed Name of Witness

Keith W. Babb, Jr.

Typed/Printed Name of Executing Authority

Original Signature

Mayor

Title of Executing Authority

Typed/Printed Name of Witness

"LESSEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Keith W. Babb, Jr. as Mayor, for and on behalf of City of Pahokee, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

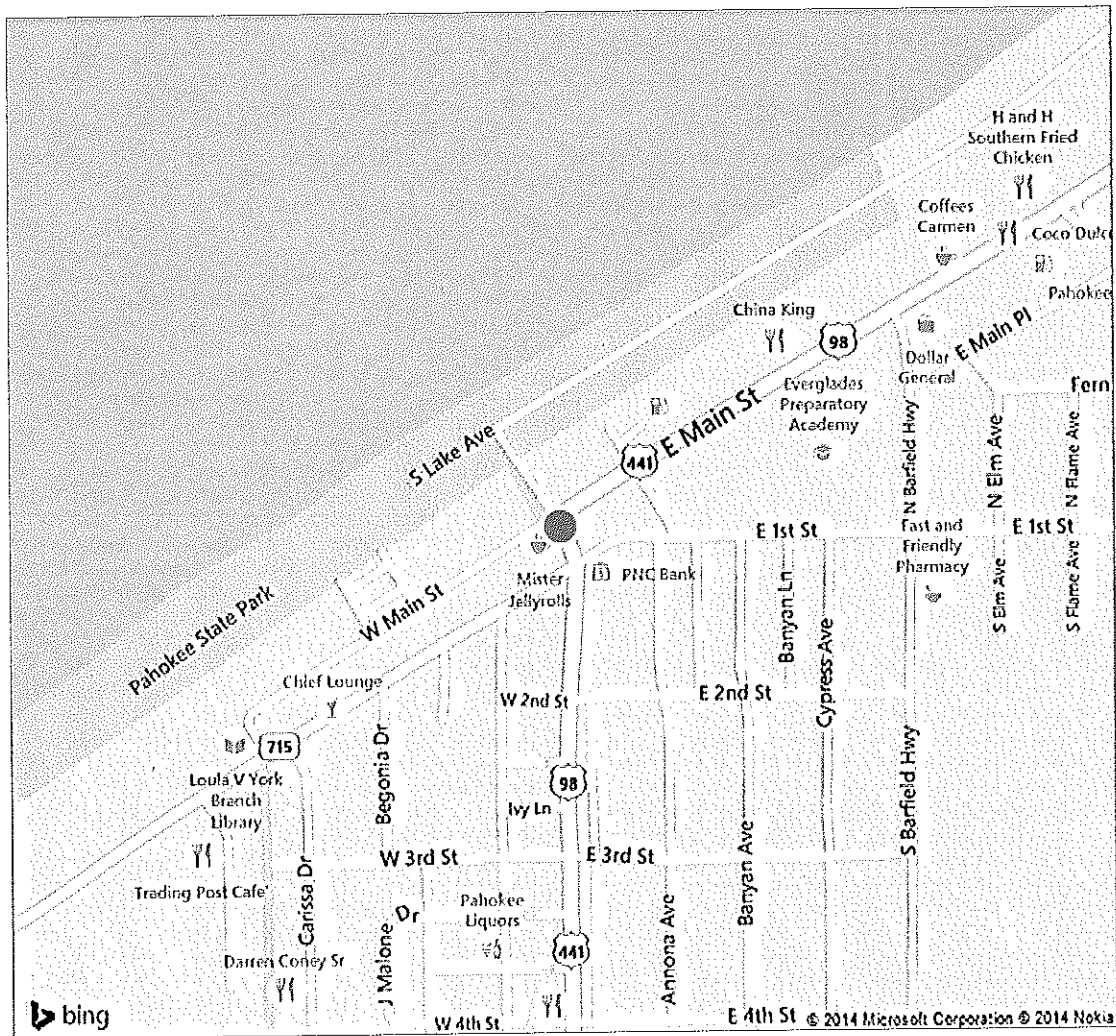
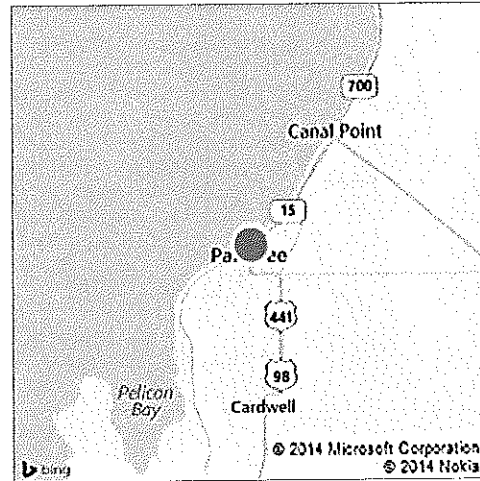
Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

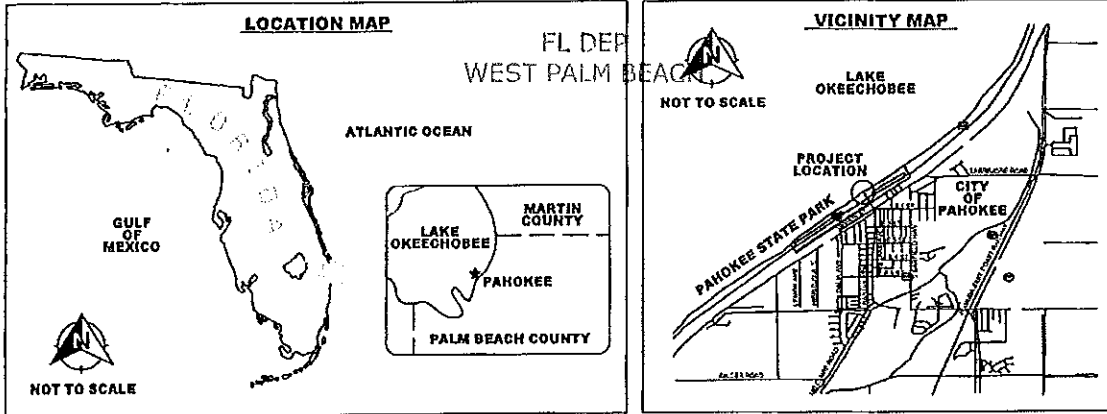


190 N Lake Ave, Pahokee, FL 33476



SCANNED
RECEIVED

NOV 19 2015



LEGAL DESCRIPTION

A PORTION OF SUBMERGED LAND LYING IN LAKE OKEECHOBEE AND NORTHERLY OF FRACTIONAL SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, CITY OF PAHOKEE, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN INTERSECTION OF THE WATERS EDGE OF LAKE OKEECHOBEE AND A LINE PARALLEL WITH AND OFFSET SOUTHWESTERLY 80.00 FEET, AS MEASURED AT RIGHT ANGLES, TO THE SOUTHWESTERLY BULKHEAD (BREAKWATER) LINE OF THE CITY OF PAHOKEE MARINA; THENCE ALONG SAID PARALLEL LINE ON AN ASSUMED BEARING OF N 33°03'31" W, FOR A DISTANCE OF 417.8 FEET MORE OR LESS, TO A POINT ON A LINE, SAID LINE BEING THE SOUTHWESTERLY EXTENSION OF A LINE OFFSET NORTHWESTERLY 28.00 FEET, AS MEASURED AT RIGHT ANGLES, TO THE NORTHWESTERLY BULKHEAD (BREAKWATER) LINE OF SAID CITY OF PAHOKEE MARINA; THENCE N 56°53'48" E, ALONG SAID PARALLEL LINE, FOR A DISTANCE OF 1306.0 FEET; THENCE S 33°03'31" E FOR A DISTANCE OF 479.4' MORE OR LESS TO THE EDGE OF WATER OF SAID LAKE OKEECHOBEE; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID WATERS EDGE A DISTANCE OF 1375.0 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 13.429 ACRES (584,954 SQ.FT.), MORE OR LESS.

NOTES:

1. REFER TO SEA DIVERSIFIED, INC., PROJECT NUMBER 16-2099 (ORIGINAL P.N. 04-544).
2. THIS SPECIAL PURPOSE SURVEY IS FOR A MODIFICATION TO LEASE NO. 500224016 FOR THE RECONFIGURATION OF THE NORTH BREAKWATER AND ADDITION OF ROCK WAVE ATTENUATION SYSTEMS.
3. PLANE COORDINATES PROVIDED HEREON ARE IN FEET AND RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83), TRANSVERSE MERCATOR PROJECTION FOR FLORIDA, EAST ZONE (0901).
4. RIGHTS-OF-WAY INFORMATION WAS OBTAINED FROM THE UNITED STATES CORPS OF ENGINEERS CONTROL MAPS ENTITLED, "HERBERT HOOVER DIKE LEVEE D9 CONTROL", DATED JANUARY 1988, D. O. FILE NO. 400-30,220, SHEETS 16 & 17.
5. THE FOLLOWING SKETCH HAS BEEN PREPARED TO DEPICT THE LOCATION OF THE EXISTING AND PROPOSED MARINA IMPROVEMENTS (FDPE FILE NUMBER 60-0120049-009) RELATIVE TO THE EXISTING PERMIT AREA ISSUED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA TO THE CITY OF PAHOKEE AS RECORDED IN DEED 1164, PAGE 464, PALM BEACH COUNTY RECORDS.
6. THIS IS NOT A BOUNDARY SURVEY. THIS IS A FIELD SURVEY WITH FIELD MEASUREMENTS OBTAINED AS REQUIRED TO SATISFY THE REQUIREMENTS OF SLER 0950.
7. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

William T. Sadler, Jr.
 WILLIAM T. SADLER, JR., P.E., P.S.M.
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NUMBER 6859
 SEA DIVERSIFIED, INC.
 FLORIDA AUTHORIZATION NUMBER LB7342

CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

SPECIFIC PURPOSE SURVEY SUBMERGED LAND LEASE MODIFICATION CITY OF PAHOKEE MARINA PALM BEACH COUNTY, FLORIDA	Prepared for: CITY OF PAHOKEE 171 NORTH LAKE AVENUE PAHOKEE, FLORIDA 33478	SEA DIVERSIFIED, INC. 21 NW 2nd STREET Delray Beach, Florida 33444 581-243-4920
	Revisions: NOV. 24, 2009 - MODIFIED MARINA DESIGN MAY 18, 2015 - UPDATE LEASE, BREAKWATER MOD. AND WAVE ATTENUATORS AUG. 21, 2015 - UPDATE LEASE PER FDPE COMMENTS NOV. 17, 2015 - MODIFY LEASE DESCRIPTION	

s:\Pahokee.sheet 1.Mod.11.17.15.dgn 11/18/2015 3:45:33 PM SEA DIVERSIFIED INC.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

SP. 18
T 425
R 37E

LEASE AGREEMENT

Palm Beach FL

(1) 3471

No. 3471

The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by local governments which may properly use and possess them for the benefit of the people of the State of Florida as specified in the following lease.

This agreement is made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as LESSOR, and the City of Pahokee, as LESSEE.

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The Lessor does hereby lease to the Lessee the following described property in the County of Palm Beach, State of Florida, together with the improvements thereon, as applicable, and subject to all existing encumbrances, viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described land for a period of Thirty (30) years for development and management for public outdoor recreation and related purposes.

2. The Lessee shall, through its agents and employees prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

3. The Lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

4. A Management Plan for this tract shall be prepared by the Lessee, in accordance with Section 253.034, Florida Statutes, within 12 months of the execution date of this Lease and shall be submitted

to the Board for approval through State Lands, acting as agent for the Board. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by the Lessee and the Board at least every five (5) years. The Lessee shall not use or alter the property except as provided for in the approved Management Plan without the advance written approval of State Lands, as agent for the Board.

5. The Lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the Lessee, or its subagent when applicable, in any matter pertaining to this agreement.

6. The Lessee hereby agrees, immediately upon execution of this Lease Agreement, to bind adequate fire, extended risk and liability insurance coverage from a financially-responsible insurer duly authorized to do business in the State of Florida, and will at that time notify the Lessor in writing of the amount of coverage, the insurance agent and company writing the coverage, which will be submitted to the following: Bureau of State Lands Management, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32303. Lessee will make arrangements with the insurance agent to have the Lessor annually receive a copy of the issued insurance policy. Lessee further agrees to immediately notify the Lessor and the insurance agent of any erection or removal of any building or other improvement on subject land and any changes affecting the value of any improvements and to request said agent to make adequate changes in the coverage to reflect the changes in value. Said Lessee agrees to be financially responsible for any loss due to failure to obtain adequate insurance coverage.

7. The Lessee hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the Lessor from any and all claims, actions, lawsuits and demands of any kind or nature arising out of

this agreement to the extent allowable by law.

8. The Lessee agrees to assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

9. The lessee shall not discriminate against any person or persons because of race, creed, color, sex, national origin or location of residency in the conduct of its operations hereunder.

10. This agreement is for the purposes specified herein, and subleases of any nature, are prohibited, unless previously authorized by the Lessor.

11. This lease agreement may be terminated by mutual agreement of the parties hereto. However, the lease agreement shall be terminated at the option of the Lessor when and if the said premises, including land and improvements, shall cease to be used for outdoor recreation purposes. The Lessee shall upon termination surrender the premises.

12. Upon cessation of occupation of said property, the Lessee agrees to leave all fixed improvements for the use of the Lessor and to put no claim upon said fixed improvements. Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the Lessee, payable upon demand of the Lessor.

13. The Lessee hereby agrees to require that, in the event no further use of this parcel or any part thereof is needed, the lessee shall give notification to the Division of State Lands, 3900 Commonwealth Boulevard, Tallahassee, Florida 32303 at least six (6) months prior to the release of any or all of the premises. Notification will include a legal description, the lease number, and an explanation of the release.

IN TESTIMONY WHEREOF, the lawfully designated agent of the Board of Trustees of the Internal Improvement Trust Fund has hereunto subscribed his name and has caused the official seal of said Board to be hereunto affixed, in the City of Tallahassee, Florida, on the 15th day of December, A.D. 1986.

Approved as to Form and
Legality

By Ray L. Heiser

Approved for Compliance
with Chapter 253.03, F.S.

By Steve Catalano

Butch J. Meloy
WITNESS

Conroy S. Whaley
WITNESS

By: Elroy G. [Signature]
EXECUTIVE DIRECTOR, DEPARTMENT
OF NATURAL RESOURCES AS AGENT
FOR THE BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA

By: Alvin Davis
Title: Acting Mayor
FOR THE CITY OF PAHOKEE

EXHIBIT "A"

A tract of land describing all that portion of the Herbert Hoover Dike Levee D-9 lying between the southeasterly right of way line and the waters of Lake Okeechobee from station 108+69.5 to station 163+06.5, all according to the right of way map prepared by the Central and Southern Florida Flood Control District, DWG. No. L-D9-2, more particularly described as follows:

Commencing at the Southwest Corner of fractional Section 18, Township 42 South, Range 37 East, Palm Beach County, Florida; thence North $0^{\circ} 26' 16''$ West, along the West line of said Section 18, a distance of 1910.19 feet to a point on the southeasterly right of way line of the Herbert Hoover Dike Levee D-9, a works of the Central and Southern Florida Flood Control District, as now laid out and in use, said point being station 99+65.03; thence North $57^{\circ} 00' 48''$ East, along the said right of way line, a distance of 904.47 feet to the Point of Beginning, said point being station 108+69.50; thence continue North $57^{\circ} 00' 48''$ East, along the said right of way line, a distance of 3486.18 feet to a point, said point being station 143+55.68; thence North $59^{\circ} 06' 15''$ East, along the said right of way line, a distance of 1950.82 feet to a point, said point being station 163+06.50; thence North $30^{\circ} 53' 45''$ West, to the waters edge of Lake Okeechobee; thence in a southwesterly direction, along the waters edge of Lake Okeechobee, to a point on a line (said line bearing North $32^{\circ} 59' 12''$ West from the Point of Beginning above described); thence South $32^{\circ} 59' 12''$ East to the Point of Beginning, said point being station 108+69.50. Containing 30 acres, more or less.

NO. 3471
EXHIBIT A
PAGE 1 OF 1

(2) 3471 ✓

ATL8101

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

AMENDMENT NO. 1 TO LEASE NUMBER 3471

THIS LEASE AMENDMENT is entered into this 2nd day of June, 1974, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the CITY OF PANOKEE, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on December 15, 1986, LESSOR and LESSEE entered into Lease No. 3471;

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit A of Lease No. 3471 is hereby amended to include the real property described in Exhibit "A", a copy of which is attached hereto and by reference made a part hereof.

2. The following special conditions are understood and agreed by the LESSOR and LESSEE:

- A. LESSEE shall develop, at its expense, ten (10) camp sites on the herein described lease premises. These sites will be grouped at the northern end of the camping area and shall be restricted to non-motorized users. This camping area should only be

cleared to the degree necessary to support a tent pad and picnic table, and should be placed radiant to a centralized picnic shelter. Potable water and a convenient rest room facility is to be constructed on site. An specific area shall be designated in the event of an overflow of non-motorized campers.

- B. LESSEE shall provide parking for trail users at some designated trailhead site, to be located adjacent to main the access road leading to the Hoover Dike. The LESSEE shall construct a sign designating the area as a trailhead site and informing visitors of available parking.
- C. LESSEE shall plan the remaining camping area for vehicular campers so that travel on the top of the Hoover Dike within the camping area is kept to a minimum, so as to minimizes conflict with the non-motorized users.

3. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease No. 3471 except as amended hereby, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Odessa Hunter
Witness
Odessa Hunter
Printed/typed
Glenn Haddock
Witness
Gloria Maddox
Printed/typed

BY: Daniel T. Crabb (SEAL)
CHIEF, BUREAU OF LAND
MANAGEMENT SERVICES, DIVISION
OF STATE LANDS, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
2nd day of JUNE, 1994 by Daniel T. Crabb, as Chief,
Bureau of Land Management Services, Division of State Lands,
Department of Environmental Protection, who is personally known
to me and who did not take an oath.

My Commission Expires:



SYLVIA Y. SCOTT
MY COMMISSION # CC295550 EXPIRES
JULY 23, 1997
BONDED BY TROY FARM INSURANCE, ETC

Sylvia Y. Scott
Notary Public, State of Florida
Printed, typed or stamped name:
Sylvia Y. Scott
CC295550
(Serial Number, if any)

Approved as to Form and Legality

By: [Signature]
DEP Attorney

CITY OF PAHOKEE

[Signature]
Witness
KENNETH M. SCHENCK JR
Printed/typed
[Signature]
Witness
GAIL P. GIANO
Printed/typed

By: [Signature] (SEAL)
Its: MAYOR

"LESSEE"

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this
16th day of May, 1994 by Ramon Horta, Jr.
as Mayor of Pahokee, who is personally known to
me or has produced _____ as identification.

My Commission Expires:

Debra Palmer
Notary Public, State of Florida
Printed, typed or stamped name:
Debra Palmer
Notary Public, State of Florida
My Commission Expires Oct. 4, 1994
CC052991
(Serial Number, if any)

EXHIBIT "A"

Legal Description of the Leased Property

A parcel of land lying within the United States Levee Right-of-Way of Lake Okeechobee, said land situate in Section 13, Township 42 South, Range 36 East; and Section 18, Township 42 South, Range 37 East, City of Pahokee, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 13; thence north 00 degrees 41' 02" west along the east line of said Section 13, a distance of 1954.38 feet to the point of beginning; thence south 56 degrees 56' 31" west, a distance of 1328.40 feet; thence north 33 degrees, 29' 54" west, a distance of 352.17 feet; thence north 58 degrees 49' 58" east along the shore line of said Lake Okeechobee, a distance of 1523.33 feet to a point on the said east line of Section 13 and the west line of said Section 18; thence continue along said line north 54 degrees 27' 10" east, a distance of 695.07 feet; thence south 32 degrees 53' 04" east, a distance of 334.56 feet; thence south 57 degrees 06' 09" west, a distance of 884.80 feet to a point on the said west line of Section 18 and the point of beginning of the herein described parcel.

Said parcel containing 16.49 acres, more or less.

(2) 3471

ATL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NUMBER 2 TO LEASE NUMBER 3471

CITY CAMPGROUND

THIS LEASE AMENDMENT is entered into this 23rd day of August, 2001, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the CITY OF PAHOKEE, FLORIDA, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on December 15, 19986, LESSOR and LESSEE entered into Lease Number 3471; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to extend the period of the lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Paragraph 1 of the lease is hereby amended to extend the period of the lease for an additional fifteen (15) years from December 16, 2016 through December 15, 2031.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 3471, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have caused this Lease
Amendment to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Judy Woodard
Witness

Judy Woodard
Print/Type Witness Name

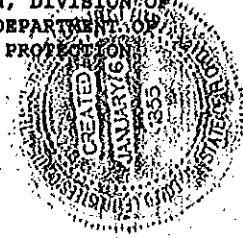
Frederica W. Jones
Witness

Frederica W. Jones
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

By: Gloria C. Nelson (SEAL)
GLORIA C. NELSON, OPERATIONS
AND MANAGEMENT CONSULTANT
MANAGER, BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"



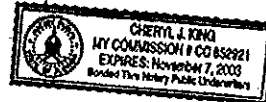
The foregoing instrument was acknowledged before me this
23rd day of August, 2001, by Gloria C. Nelson,
Operations and Management Consultant Manager, Bureau of Public
Land Administration, Division of State Lands, Florida Department
of Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida. She is personally known to me.

Cheryl J. King
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: Joseph A. Alsi
DEP Attorney

CITY OF PAHOKEE, FLORIDA, BY ITS
BOARD OF CITY COMMISSIONERS

[Signature]
Witness

KEN SCHERCK
Print/Type Witness Name

[Signature]
Witness

Shelia Sanchez
Print/Type Witness Name

STATE OF Florida
COUNTY OF Alachua

By: [Signature]

ROY SINGLETARY
Print/Type Name

Title: MAYOR

"LESSEE"



The foregoing instrument was acknowledged before me this
21 day of August, 2001, by Roy Singletary
as Mayor, on behalf of The City of Pahokee
He/she is personally known to me.

[Signature]
Notary Public, State of Florida

Debra Palmer
Print/Type Notary Name

Commission Number:

Commission Expires:



Debra Palmer
MY COMMISSION # CC775437 EXPIRES
December 14, 2002
FIDELITY & SECURITY INSURANCE CO.

ORDINANCE NO. 2016-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, CREATING CHAPTER 17, SEC. 17-78. COMMERCIAL PROPERTY-DUMPSTERS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Commission of Pahokee finds that revisions to the Code of Ordinances of the City of Pahokee are necessary.

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

Section 1. Recitals. The foregoing "WHEREAS" clause is ratified and confirmed as being true and correct as is made a specific part of this Ordinance.

Section 2. Sec. 17-78 is hereby created to read as follows:

Sec. 17-78. Commercial properties – Dumpsters.

All outdoor receptacles for the storage and disposal of refuse, vegetation, and recyclable material, such as dumpsters, trash compactors, and recycling containers shall meet the following standards:

a. Storage Area

A minimum of one refuse container and one recycling container shall be provided per multi-family project with four (4) units or more and each nonresidential project. All refuse containers shall be stored in a storage area. Storage areas shall have a minimum dimension of ten feet by ten feet.

b. Location

Containers shall be located to minimize turning and back up movements by pick-up and removal vehicles.

- c. **Setback**
Containers shall be set back the minimum setback provided in the Code from adjacent residential districts and uses.

- d. **Screening**
Containers shall be screened from view by a solid opaque enclosure. The open end of the enclosure shall have an opaque gate which provides a minimum of ten feet of clearance when open for service. All exposed exterior sides of the enclosure, other than the open end, shall be landscaped with one 36-inch high shrub planted 24 inches on center.

- e. **Retrofitting of Existing Developments**
 - (1) The retrofitting of existing developments to comply with the standards of this Section is permitted at a ratio of deletion of one parking space for each outdoor receptacle, not to exceed ten percent of the total required parking spaces. Retrofitting of existing developments shall occur no later than nine (9) months from the date of adoption of the Code June 28, 2016.

 - (2) Upon a showing of hardship to the City Commission, and upon recommendation from the City manager, the retrofitting of existing developments may be extended for a period not to exceed three (3) months.

- f. **Permits**
Permits for the location of dumpsters shall be required and shall be reviewed for compliance with this Code.

Section 3. 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 4. Conflict. All sections or parts of sections of the revised Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Code of Ordinances of the City of Pahokee, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon passage by the City Commission in second reading.

PASSED AND ADOPTED on first reading this 14th day of June, 2016

PASSED AND ADOPTED on second reading this 28th day of June, 2016.

Keith W. Babb, Jr., MAYOR

Attest: _____
Tijauna Warner, CITY CLERK

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

APPROVED AS TO LEGAL SUFFICIENCY

Gary M. Brandenburg, CITY ATTORNEY

ORDINANCE NO. 2016-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, CREATING CHAPTER 17, SEC. 17-79. MULTI-FAMILY RENTAL UNITS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Commission of Pahokee finds that revisions to the Code of Ordinances of the City of Pahokee are necessary.

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

Section 1. Recitals. The foregoing “WHEREAS” clause is ratified and confirmed as being true and correct as is made a specific part of this Ordinance.

Section 2. Sec. 17-79 is hereby created to read as follows:

Sec. 17-79. Multi-Family Rental Units

1. Multi-Family Rental Units (MFRU) shall mean any property that has more than three rental units.
2. All Multi-Family Rental Units (MFRU) exteriors shall be kept free of mold and mildew and chipped paint.
3. All Multi-Family Rental Units (MFRU) shall be pressure-washed, primed, and completely painted every five (5) years. Within one year of the date of this ordinance, all MFRU shall be pressure-washed, primed and completely painted unless the owner requests an inspection from the Code Enforcement Department and they determine the buildings are not in need of painting until a later date, which will be set by Code Enforcement, based upon the condition of the existing paint. In no event shall the time for painting be postponed beyond five (5) years from the date of adoption of this ordinance June 28, 2016 and every five (5) years thereafter.

4. (a) All Multi-Family Residential Units (MFRU) shall have the required number of parking spaces under the Land Development Code. All grandfathered MFRU shall have, at a minimum, 1.5 spaces per unit. All spaces shall meet the requirements for paved parking, striping and drainage, have the required base foundation, and be asphalt or concrete. All MFRU's shall be required to obtain the proper permits and complete parking in compliance with this Code within six (6) months of the adoption of this Code June 28, 2016.
- (b) Variance – MFRU's may apply for a variance from the requirements of this section, provided that they meet the variance requirements of the ULDC and can show specific off-site parking which the MFRU is legally entitled to use.
5. All MFRU's shall have on file with the City information regarding contact information for the owner and for the landscape and maintenance crew responsible for the upkeep of the grounds.
6. MFRU Landscaping – All MFRU's shall replace all landscaping that is missing from the original approvals within six (6) months of the date of adoption of this Ordinance. All MFRU's that do not have an approved landscape plan on file with the City shall, within one year, apply for, obtain, and implement a landscape plan that meets the City Code.

Section 3. 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 4. Conflict. All sections or parts of sections of the revised Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Code of Ordinances of the City of Pahokee, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon passage by the City Commission in second reading.

PASSED AND ADOPTED on first reading this 14th day of June, 2016

PASSED AND ADOPTED on second reading this 28th day of June, 2016.

Keith W. Babb, Jr., MAYOR

Attest: _____
Tijauna Warner, CITY CLERK

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

APPROVED AS TO LEGAL SUFFICIENCY

Gary M. Brandenburg, CITY ATTORNEY

ORDINANCE NO. 2016-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING CHAPTER 17, SEC. 17-281. MAINTENANCE REQUIREMENTS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Commission of Pahokee finds that revisions to the Code of Ordinances of the City of Pahokee are necessary.

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

- Section 1. Recitals.** The foregoing “WHEREAS” clause is ratified and confirmed as being true and correct as is made a specific part of this Ordinance.
- Section 2. Sec. 17-281 (1) is hereby amended as follows:**
- (1) Properties subject to this article shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items, including, but not limited to, furniture, clothing, large and small appliances, or any other items that give the appearance that the property is abandoned or not being properly maintained. Weeds, overgrown brush or dead vegetation over ~~ten (10)~~ twelve (12) inches tall are prohibited.
- Section 3. 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 4. Conflict.** All sections or parts of sections of the revised Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.
- Section 5. Inclusion in the Code of Ordinances.** It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Code of Ordinances of the City of Pahokee, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “ordinance” may be changed to “Section”

or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon passage by the City Commission in second reading.

PASSED AND ADOPTED on first reading this 14th day of June, 2016

PASSED AND ADOPTED on second reading this 28th day of June, 2016.

Keith W. Babb, Jr., MAYOR

Attest: _____
Tijauna Warner, CITY CLERK

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

APPROVED AS TO LEGAL SUFFICIENCY

Gary M. Brandenburg, CITY ATTORNEY

ORDINANCE NO. 2016-08

AN ORDINANCE OF THE CITY OF PAHOKEE, FLORIDA, TO BE DESIGNATED AS THE CITY OF PAHOKEE PARKS TRESPASS ORDINANCE; PROVIDING FOR A SHORT TITLE; PROVIDING FOR DEFINITIONS INCLUDING CRITERIA ON WHEN A TRESPASS NOTICE MAY BE ISSUED; PROVIDING FOR AUTHORIZATION TO ISSUE TRESPASS NOTICES; PROVIDING FOR APPEAL OF TRESPASS NOTICES;; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTY; PROVIDING FOR CAPTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida, ("City") owns and/or operates various parks throughout the City; and

WHEREAS, current City codes and ordinances allow for citations to be issued in certain circumstances when violations are committed within parks owned by the City but do not provide a mechanism to temporarily enjoin violators from returning to such property; and

WHEREAS, City finds that the presence of individuals who have violated City ordinances, rules or regulations, certain State laws or notices contained on a posted sign while within parks owned and/or operated by the City creates a threat to the safety and welfare of visitors and citizens of the City and that temporarily enjoining such individuals from access to such property will promote public safety and welfare and protect such property; and

WHEREAS, City wishes to establish a mechanism to issue trespass notices to individuals who violate City ordinances, rules or regulations, State laws or notices contained in a posted sign while on City parks; and

WHEREAS, the City wishes to establish procedures to be followed when trespass notices are issued, including a process to appeal the issuance of a trespass notice; and

WHEREAS, adopting a trespass ordinance is in the best interest of the citizens and visitors to the City who visit parks.

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

Section 1. TITLE: APPLICABILITY.

- (a) This Ordinance shall be known as the City of Pahokee Parks Trespass Ordinance.
- (b) All provisions of this Ordinance shall be applicable to City Parks.

Section 2. DEFINITIONS.

- (a) *Applicable Local Law* shall include the following:

- (1) Intentionally damaging or destroying City property, real or personal, including but not limited to any building; bridge; table; bench; fireplace; railing; paving; water line or other public utility or parts of appurtenances thereof; posted sign, notice or placard whether temporary or permanent; monument; stake, post or other boundary marker; or other structure, equipment, facility or appurtenance whatsoever; or

- (2) Removing a live plant, plant part or plant material from City Property; or

- (3) Molesting, harming, frightening, killing, trapping, hunting, chasing, shooting, throwing objects at, harassing, feeding, or otherwise inhibiting the natural movements and habits of any invertebrate, mammal, amphibian, reptile, fish or bird within the City. This paragraph shall not preclude fishing in a designated fishing area or removal of any nuisance wildlife or animal as authorized by the City.

- (4) Removing or attempting to remove any wild animal, or the eggs or nests of any amphibian, reptile, fish, bird or invertebrate from City property. This paragraph shall not preclude fishing in a designated fishing area or removal of any nuisance wildlife or animal as authorized by the City.

- (5) Using, discharging or possessing fireworks (other than a firework display permitted by the City) explosives, or substances that could be combined into an explosive mixture within City property; or

- (6) Building or attempting to build any fire within City Property except in such areas where fireplaces or grills are provided or as specifically authorized by a regulation or permit issued by the City or dropping, showing or otherwise depositing lighted matches, burning cigarettes or cigars or other flammable material within City Property; or

(7) Having been found to have violated any provision of the City Parks and Recreation Ordinance three or more times; or

(8) Violating a notice contained on a posted sign on City Property.

(b) *Applicable State Law* shall include Chapter 316 (State Uniform Traffic Control), Chapter 782 (Homicide), Chapter 784 (Assault; Battery; Culpable Negligence), Chapter 787 (Kidnapping; False Imprisonment; Luring or Enticing a Child; Custody Offenses), Chapter 790 (Weapons and Firearms), Chapter 794 (Sexual Battery), Chapter 796 (Prostitution), Chapter 800 (Lewdness; Indecent Exposure), Chapter 806 (Arson and Criminal Mischief), Chapter 810 (Burglary and Trespass), Chapter 812 (Theft, Robbery, and Related Crimes), Chapter 823, (Public Nuisances); Chapter 825, (Abuse, Neglect, and Exploitation of Elderly Persons and Disabled Adults), Chapter 827 (Abuse of Children), Chapter 828 (Animals: Cruelty, Sales, Animal Enterprise Protection), Chapter 843 (Obstructing Justice), Chapter 847 (Obscenity), Chapter 856 (Drunkennness; Open House Parties; Loitering; Prowling; Desertion), Chapter 859 (Poisons; Adulterated Drugs), and Section 877.03 (Breach of the Peace; Disorderly Conduct), Chapter 893 (Drug Abuse Prevention and Control).

(c) *County Property* shall mean any facility, building or outdoor area that is part of a park or owned and/or operated by the City.

Section 3. TRESPASS NOTICE; AUTHORIZATION TO ISSUE; APPEAL.

(a) Any Palm Beach County Sheriff's Deputy or law enforcement officer acting within his/her jurisdiction is authorized to issue a Trespass Notice to any individual who violates and Applicable Local Law or Applicable State Law while on City Property.

(b) Any person issued a Trespass Notice shall be prohibited from returning to the City Property specified in the Trespass Notice as follows:

(1) For the first Trespass Notice, for a period of six (6) months.

(2) For the second Trespass Notice, for a period of one (1) year.

(3) For the third or subsequent Trespass Notice, for a period of two (2) years.

(c) A copy of the Trespass Notice shall be provided by mail or hand delivery to the Trespass Notice recipient with a copy provided to the employee or official having control over the City Property. The Trespass Notice shall include the name and address of the Trespass Notice recipient, the date, the provision of law the Trespass Notice recipient has violated, a brief description of the offending conduct, the location of the offense, the name of the person issuing the Trespass Notice and a description of the City Property to which the Trespass Notice recipient shall not return during the Trespass Notice period described in Section 3(b) of this Ordinance. The written Trespass Notice shall advise of the right to appeal and the location and telephone number for filing the appeal. The Trespass Notice shall include a warning that any person found on City Property in violation of a Trespass Notice may be arrested for trespassing.

(d) Appeal of Trespass Notice. The Trespass Notice recipient shall have the right to appeal as follows:

(1) An appeal of a Trespass notice must be filed, in writing, at the address listed on the Trespass Notice within ten (10) days of the issuance of the Trespass Notice. The appeal shall include the Trespass Notice recipient's (appellant) name, address, telephone number, electronic mail address and facsimile number, if any, a copy of the Trespass Notice, and a statement of the basis for the appeal. Failure to file a written appeal within ten (10) days of issuance of the Trespass Notice shall be deemed a waiver of the right to appeal.

(2) A filing fee in the amount of \$20.00 shall accompany the appeal of the Trespass Notice.

(3) Appeals shall be heard by a Special Magistrate with jurisdiction and authority to hear and decide alleged violations of the codes and ordinances enacted by the City.

(4) Within forty (40) days following the filing of the appeal, a hearing shall be held in front of a Special Magistrate. Notice of the hearing shall be provided to the appellant by U.S. mail, electronic mail, facsimile, certified mail or hand delivery. If the issuance of a Trespass Notice was predicated of a violation of Applicable State Law and the criminal case is pending before the County or Circuit Court, the appeal hearing shall be stayed until the resolution of that case.

(5) The hearing shall be open to the public and shall be recorded.

(6) At the hearing the burden of proof shall be on the City to demonstrate by clear and convincing evidence that a violation of an Applicable Local Law or Applicable State Law on City Property has occurred. However, proof that the appellant has entered a plea of guilty, regardless of adjudication, to the underlying offense shall be admissible at the hearing as an admission against interest.

(7) If the appellant fails to attend the appeal hearing, the appeal shall be dismissed with prejudice.

(8) All testimony shall be under oath and shall be recorded. The formal rules of evidence shall not apply but fundamental due process shall be observed and shall govern the proceedings. Upon determination of the special magistrate, irrelevant, immaterial, or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of the State of Florida.

(9) The special magistrate may inquire of or question any witness present at the hearing. The appellant or his/her attorney and an employee or attorney representing the City shall be permitted to inquire of or question any witness present at the hearing. The special magistrate may consider testimony presented by any witness at the hearing.

(10) At the conclusion of the hearing, the special magistrate shall orally render his or her decision (order) upholding or overruling the Trespass Notice based on evidence entered into the record. If the special magistrate upholds the Trespass Notice, appellant shall be enjoined from returning to the City Property specified in the Trespass Notice for a period provided in Section 3(b) above. The decision shall then be transmitted to the appellant in the form of a written order including findings of fact and conclusions of law consistent with the record. The order shall be transmitted by mail to the appellant

within ten (10) days after the hearing and a copy shall be sent to the law enforcement agency whose officer issued the Trespass Notice.

(11) Any aggrieved party may appeal an order of the special magistrate to the Circuit Court of Palm Beach County. Such appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. Any appeal filed pursuant to this Ordinance shall be considered timely if filed within thirty (30) days of the execution of the order to be appealed. The City may assess a reasonable charge for the preparation of the record to be paid by the appellant in accordance with F.S. § 119.07.

(12) The Trespass Notice shall remain in effect during any appeal process, unless a stay pending review is entered by the special magistrate.

(13) A special magistrate shall have the power to:

a. Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by a sheriff or other authorized persons consistent with Rule 1.410(d), Florida Rules of Civil Procedure, upon request by the special magistrate.

b. Subpoena records and other documentary evidence.

c. Take testimony under oath.

d. Issue orders having full force and effect of law.

(e) The City Manager or his/her designee may authorize an individual who has received a Trespass Notice to enter a specific City Property included within a Trespass Notice to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied. Any individual issued such authorization shall have a copy of the authorization in his/her possession upon entry and throughout the duration of his/her presence upon the specific City Property. In addition, a copy of such authorization shall be sent by the City Manager or his/her designee to the law enforcement agency that issued the Trespass Notice prior to the scheduled entry onto the specific City Property.

(f) Any person found on City Property in violation of this Ordinance may be arrested for trespassing.

(g) This Ordinance shall not be construed to limit the authority of any law enforcement officer or code enforcement officer to take any other enforcement action authorized by law.

Section 4. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:

The provisions of this Ordinance shall become and be made a part of the City Code. The sections of this Ordinance may be renumbered or re-lettered to accomplish such, and the word ordinance may be changed to section, article, or other appropriate word.

Section 5. REPEAL OF LAWS IN CONFLICT:

All local laws and ordinances in conflict with any provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 6. SEVERABILITY:

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 7. ENFORCEMENT:

This Ordinance is enforceable by all means provided by law. Additionally, the City may choose to enforce this Ordinance by seeking injunctive relief in the Circuit Court of Palm Beach County.

Section 8. PENALTY:

Any violation of any portion of this Ordinance shall be punishable as provided by law.

Section 9. CAPTIONS:

The captions, section headings, and section designations used in this Ordinance are for convenience only and shall have no effect on the interpretation of the provisions of this Ordinance.

Section 10. 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 on second reading this ____ day of _____, 2016.

Keith W. Babb, Jr., MAYOR

Attest: _____
Tijauna Warner, CITY CLERK

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

APPROVED AS TO LEGAL SUFFICIENCY

Gary M. Brandenburg, CITY ATTORNEY

Business of the Month

PRESENTED TO:

A1 FISH & CHICKEN

715 EAST MAIN STREET PAHOKEE, FL. 33476

In recognition of Outstanding Service to the Community

on

Presented this 28th day of June 2016

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

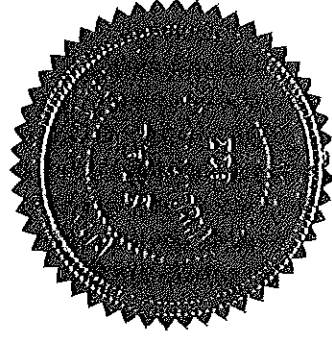
Commissioner Clara Murvin
Commissioner Clara Murvin

Commissioner Diane L. Walker
Commissioner Diane L. Walker

Vice Mayor Felisia C. Hill
Vice Mayor Felisia C. Hill

Commissioner Nathaniel Holmes
Commissioner Nathaniel Holmes

Chandler F. Williamson, City Manager
Chandler F. Williamson, City Manager



Business of the Month

PRESENTED TO:

MARATHON

680 EAST MAIN STREET PAHOKEE, FL. 33476

In recognition of Outstanding Service to the Community

on

Presented this 28th day of June 2016

Mayor Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Commissioner Clara Murvin

Commissioner Clara Murvin

Commissioner Diane L. Walker

Commissioner Diane L. Walker

Vice Mayor Felicia C. Hill

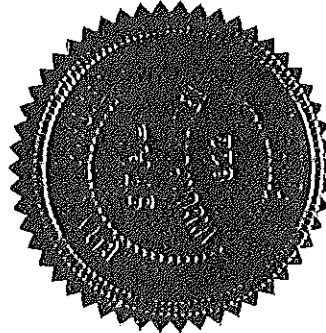
Vice Mayor Felicia C. Hill

Commissioner Nathaniel Holmes

Commissioner Nathaniel Holmes

Chandler F. Williamson, City Manager

Chandler F. Williamson, City Manager





June 24, 2016

Tammy Jackson-Moore, Assistant City Manager
City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

**RE: FDOT Project No. 437691-2-54-01 "Resurfacing of City of Pahokee Roadways – Phase II"
WGI No. 1726.10**

Dear Ms. Jackson-Moore:

On Wednesday June 22nd at 9:00 am bids were opened by the City of Pahokee for the above referenced project. Two (20) bids were received, reviewed and we found no scrivener's or mathematical errors in the bid tabulation sheets. The results of the bids are as follows:

<u>Bidder</u>	<u>Total Bid Items</u>
Community Asphalt Corporation	\$236,321.19
Weekley Asphalt Paving, Inc.	\$227,049.00 (Lowest Bid)

The Bid Tabulation Sheet is attached and shows that Weekley Asphalt Paving, Inc. was the lowest bidder at \$227,049.00.00. The following summarizes our findings for the low bidder:

Weekley Asphalt Paving, Inc.

- Bid Submittal was received
- Bid form signed by authorized representative was submitted
- Acknowledged Addendum Nos. 1
- A Bid Bond/Security or Cashier's Check was received
- Schedule of Values was received
- Schedule of Contractors was received
- Schedule of Equipment we received
- Sworn Statement under Section 287.13393(a) was received
- Drug free workplace form was received
- Questionnaire was received
- References were received
- Insurance Certificate was received
- A copy of appropriate licenses was received
- The Conflict of Interest Form was received

Wantman Group, Inc. has contacted the references for Weekely Asphalt Paving, Inc. and has received satisfactory feedback with all references contacted stating their projects have been completed on-time, within budget, with minimal changes orders and are capable of constructing a project of this magnitude. They also have the required equipment and manpower available to complete the project. In addition, Weekly recently completed Phase I of the City's resurfacing program and performed the work in a satisfactory manner.

Ms. Erica Washington
June 24, 2016
Page 2

Due to the funding available from the FDOT our bid recommendation will include a revised bid schedule (attached) which will eliminate Buddy White Road and a small section of East 2nd Street from the bid. The bid document do state that the award of the contract will be based on the available FDOT funding and the roads will be resurfaced based on the road priority list established by the City and as reflected in the Schedule of Bid.

It is our recommendation that Weekly Asphalt Paving, Inc., will be able to complete a project of this size based on past work experience. Wantman Group, Inc. recommends award of the Construction Contract to **Weekley Asphalt Paving, Inc.** for construction services included in Total Bid Item amount in the revised amount of \$209,899.00 based on them being the lowest responsive bidder.

If you have any questions regarding the information presented, please contact us at 561-687-2220.

Respectfully submitted,
WANTMAN GROUP, INC.



Brian J. LaMotte, P.E.
Vice-President

cc: Chandler Williamson- City Manager
Tijuana Warner- City Clerk

SCHEDULE OF BID PRICES - REVISED LOW BIDDER

SCHEDULE DUE TO FUNDING AVAILABLE

Bidder will complete the Work for the following prices:

ITEM No.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
1	Barack Obama Blvd. (1 st Street) (See note 1)	SY	11,160	NINE Dollars FIFTY Cents	9.50	106,020.00
2	Daniel Place (Amaryllis to Rardin) (See note 1)	SY	830	NINE Dollars FIFTY Cents	9.50	7,885.00
3	Annona Ave E.4 th to Barack Obama Blvd.)	SY	2,750	NINE Dollars FIFTY Cents	9.50	26,125.00
4	East 2 nd Street (S. Lake to Cypress Ave.) (REDUCED LENGTH)	SY	5,600	NINE Dollars FIFTY Cents	9.50	53,200.00
5	Buddy White (Amaryllis to Rardin) (DELETED)	SY		Dollars	0.00	0.00
6	24" White Stop Bars w/ 40' Long Double Yellow Stripes (Thermoplastic)	EA	6	TWO HUNDRED EIGHTY EIGHT Dollars TWENTY FIVE Cents	288.25	1,729.50
7	6" Double Yellow Stripes (Thermoplastic)	LF	3,150	ONE Dollars SIXTY Cents	1.60	5,040.00
8	Manhole and Water Valve Adjustment	LS	1	EIGHT THOUSAND FIVE HUNDRED Dollars ZERO Cents	500.00	8,500.00
9	Stop Sign (See note 2)	EA	1	FIVE HUNDRED Dollars ZERO Cents	500.00	500.00
10	Crosswalk (See note 3)	EA	1	NINE HUNDRED Dollars ZERO Cents	900.00	900.00
BID ITEMS 1 through 10 (in numbers)				Two Hundred Nine Thousand Eight Hundred Ninety Nine Dollars Fifty Cents		209,899.00

Notes:

1. Barack Obama Blvd. and East 2nd Street are to be constructed with double yellow striping (Thermoplastic) for entire length of roads except at intersections.
2. Install stop sign per MUTCD R1-1 Located at intersection of Daniel Place and Amaryllis Ave.
3. Install two crosswalks at the intersection of Barack Obama Blvd. and Banfield Highway. Per FDOT Index No. 17346

Unit Price is per square yard of 1" friction course and tack coat per FDOT Design Standards Latest Edition for materials, construction methods and payment. All roadway surfaces to be groomed prior to applying tack coat and asphalt.