



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Monday, November 13, 2017 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 November 13, 2017 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN



AGENDA

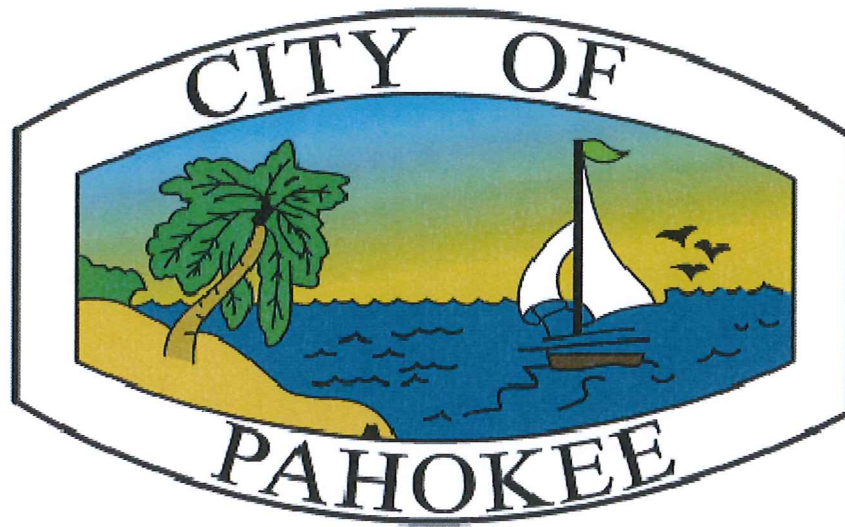
CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
MONDAY, NOVEMBER 13, 2017 6:30 P.M.

- 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. **September 26, 2017 Regular Scheduled Commission Meeting**
 - 2. **October 10, 2017 Regular Scheduled Commission Meeting**
 - 3. **October 24, 2017 Regular Scheduled Commission Meeting**
- G. CONSENT AGENDA:
- H. ORDINANCE:
 - 1. **ORDINANCE 2017 - 08 (first reading) AN ORDINANCE OF THE CITY OF PAHOKEE, FLORIDA, AMENDING SECTION 2-63(9) OF THE CODE OF ORDINANCES REGARDING SUPERVISION OF THE CITY CLERK; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND EFFECTIVE DATE.**
- I. RESOLUTIONS:
 - 1. **RESOLUTION 2017 - 32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR'S EXECUTION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PERMIT FOR THE ANNUAL PAHOKEE DR. MARTIN LUTHER KING, JR. PARADE.**
 - 2. **RESOLUTION 2017 - 33 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SUBRECIPIENT AGREEMENT BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE.**
 - 3. **RESOLUTION 2017 - 34 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR'S EXECUTION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PERMIT FOR THE ANNUAL CHRISTMAS PARADE.**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
- L. PRESENTATIONS:
 - 1. **Pahokee High School Football Team**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
- P. OLD BUSINESS:
- Q. NEW BUSINESS:
 - 1. **Lieutenant Picciolo (PBSO Report)**
 - 2. **Appoint Zoning Adjustment & Planning Board Members**
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:

T. ADJOURN:

NOTICE

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



MINUTES



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING MINUTES
Tuesday, September 26, 2017**

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 September 26, 2017.

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

Official attendance was recorded as follows:

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

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added Resolution 2017 – 26 to I1 and Resolution 2017 – 27 to I2. Mr. Brandenburg added Marina Restaurant to O1.

Approval of the Agenda with additions.

Motion by Commissioner Murvin. Seconded by Vice Mayor Holmes.

Motion carried unanimously.

Citizen Comments (Agenda Items Only):

Mr. Mark Miller expressed concerns with the negotiation for the Marina Restaurant advising difficulties moving forward.

A discussion ensued regarding the Marina Restaurant.

Public Service Announcements: *(none)*

Approval of Minutes:

1. September 12, 2017 Special Scheduled Commission Meeting

Approval of September 12, 2017 Special Scheduled Commission Meeting.

Motion by Commissioner Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

2. September 12, 2017 Regular Scheduled Commission Meeting

Approval of September 12, 2017 Regular Scheduled Commission Meeting.

Motion by Vice Mayor Holmes. Seconded by Commissioner Murvin.

Motion carried (4) aye; (1) nay. (Walker)

Regular Scheduled Commission Meeting – September 26, 2017

Consent Agenda: (none)

Ordinances: (none)

Resolutions:

Mr. Brandenburg reads Resolution 2017-26 into the record.

1. RESOLUTION 2017 – 26 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT AMENDMENT NUMBER ONE WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

Approval of Resolution 2017 - 26.

Motion by Vice Mayor Holmes. Seconded by Commissioner Hill.

Motion carried unanimously.

2. RESOLUTION 2017 – 27 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND APPROVING THE PAHOKEE HIGH SCHOOL 2017 HOMECOMING PARADE AND REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION ISSUE A PERMIT FOR THE PARADE.

Approval of Resolution 2017 - 27.

Motion by Commissioner Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

Public Hearings: (none)

Proclamations: (none)

Presentations: (none)

Report of the Mayor:

Mayor Babb thanks City Staff and Commissioners for their efforts during the storm. He advised the City Attorney has advised the Millers Group the proper procedures to take for approval of the Marina. Also, he thanks everyone for the prayers and concerns for his condition resulting from the storm.

Report of the City Manager:

Mr. Williamson advised that staff is working hard to get everything back to normal. The Chamber upgrades have been pushed back because of the storm. FPL is going to provide some additional street lighting, the first place he has requested is by the track store.

Report of the City Attorney:

1. Charter Review Committee (extended time)

Mr. Brandenburg requested extended time for the Charter Review Committee to complete their review.

Approval of Extended Time for the Charter Review Committee.

Motion by Commissioner Hill. Seconded by Commissioner Murvin.

Motion carried unanimously.

Mr. Brandenburg advised the City is being sued for \$25,000 from Weekley Asphalt because of allegation that the length of the project was actually longer than reported.

- ❖ Mr. Williamson advised the City is not paying Weekley Asphalt.

Old Business: *(none)*

New Business:

1. Lt. Picciolo (PBSO Report) (none)

Citizens Comments: *(none)*

City Commission Comments:

Commissioner Hill had no comments.

Vice Mayor Holmes had no comment.

Commissioner Murvin had no comments.

Commissioner Walker had no comments.

There being no further business to discuss, Mayor Babb adjourns the meeting at 7:54 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING MINUTES
Tuesday, October 10, 2017**

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 October 10, 2017.

The meeting was called to order by Mayor Babb at 6:32p.m.

Official attendance was recorded as follows:

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

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson requested adding Resolution 2017 – 29 to I2.

Approval of the Agenda with additions.

Motion by Commissioner Murvin. Seconded by Vice Mayor Holmes.

Motion carried unanimously.

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

Public Service Announcements: *(none)*

Approval of Minutes:

1. September 26, 2017 Special Scheduled Commission Meeting

Approval of September 26, 2017 Special Scheduled Commission Meeting.

Motion by Commissioner Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

Consent Agenda: *(none)*

Ordinances: *(none)*

Resolutions:

Mr. Brandenburg reads Resolution 2017-28 into the record.

1. **RESOLUTION 2017 – 28 A RESOLUTION OF THE CITY OF PAHOKEE DEMANDING THAT THE OWNERS OF CERTAIN PROPERTIES DESCRIBED HEREIN REMOVED DEBRIS, DESTROYED OR DECAYED BUILDING,**

STRUCTURES, RUINS OF ANY KIND, BUIDLING, DOCKS, OR OTHER STRUCTURES AS IDENTIFIED HEREIN, AS SOME ARE HEREBY DECLARED TO BE DANGEROUS, OR HAVE CONDITIONS INJURIOUS TO THE PUBLIC HEALTH AND SAFETY OF THE CITY OF PAHOKEE, GIVING THE PROPERTY OWNER NOTICE, A DEADLINE TO DEMOLISH OR REMOVE THE HAZARD, AND, IF NOT REMOVED, AUTHORIZING THE CITY TO DEMOLISH OR REMEDY THE HAZARDOUS CONDITION AND THEREAFTER IMPOSE AN ASSESSMENT AGAINST THE PROPERTY WHICH SHALL BE IN THE FORM OF A LIEN AGAINST THE PROPERTY FOR THE FULL COST TO THE CITY FOR REMEDYING THE HAZARDOUS AND DANGEROUS CONDITION IN ACCORDANCE WITH THE CITY OF PAHOKEE CODE, SECTION 20-2(i).

Approval of Resolution 2017 - 28.

Motion by Vice Mayor Holmes. Seconded by Commissioner Hill.

Motion carried unanimously.

Mr. Brandenburg reads Resolution 2017-29 into the record.

2. RESOLUTION 2017 – 29 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SUBLEASE AGREEMENT TO OPERATE THE PAHOKEE CAMPGROUND, MARINA, AND RESTAURANT BETWEEN THE CITY OF PAHOKEE AND EVERGLADES RESERVES HOLDINGS.

Approval of Resolution 2017 - 29.

Motion by Commissioner Murvin. Seconded by Vice Mayor Holmes.

Motion carried unanimously.

Public Hearings: *(none)*

Proclamations: *(none)*

Presentations:

1. Tuff Cuts

Commissioner Murvin presented a certificate to Tuff Cuts for Business of the Month.

2. Metro PCS

Vice Mayor Holmes presented a certificate to Metro PCS for Business of the Month.

Report of the Mayor:

Mayor Babb thanks everyone for the prayers and well wishes for his eye injury. Mayor Babb requested a hurricane give away which would be a community event where citizens can give away items to the needy and would like FEMA to participate. He advised the 1928 Storm Remembrance Ceremony will be rescheduled to a later date.

Report of the City Manager:

Mr. Williamson gave a brief report of what transpired with the Marina Restaurant Agreement and activities taking place on the Marina. He advised the City's in a good place financially and we should be proud about it.

Report of the City Attorney: *(none)*

Old Business: *(none)*

New Business:

1. Lt. Picciolo (PBSO Report) *(none)*

Citizens Comments: *(none)*

Ms. Lisa Wilson (Representative Palm Beach County Commission) advised they support and wanted to congratulate the City of Pahokee on the Marina Contract.

Ms. Joanna Culberson expressed concerns with the pervious Marina operators and gave a brief description on what bills they left the City to pay.

Mr. Eddie Rhodes thanks the City and City Commission for the preparation for Hurricane Irma and gave a brief description of the energy and time it took to make it happen.

City Commission Comments:

Commissioner Hill advised no comment.

Commissioner Walker advised no comment.

Vice Mayor Holmes inquired if we have a float for the homecoming parade.

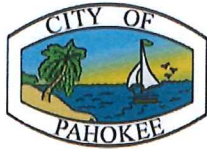
❖ Mr. Williamson replied no.

Commissioner Murvin thanks everyone for coming out and advised she has one (1) concern with the illegal dumping.

There being no further business to discuss, Mayor Babb adjourns the meeting at 7:46p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING MINUTES
Tuesday, October 24, 2017**

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 October 24, 2017.

The meeting was called to order by Mayor Babb at 6:32p.m.

Official attendance was recorded as follows:

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

Additions, Deletions, and Approval of Agenda Items:

Approval of the Agenda.

Motion by Commissioner Murvin. Seconded by Commission Hill.

Motion carried unanimously.

Citizen Comments (Agenda Items Only):

Public Service Announcements:

Ms. Patricia Wallace announced the 10th Anniversary of her son being killed in the line of duty and asked the Commission to approve her using Commissioners Park for a Balloon Releasing Ceremony on November 25, 2017. Also, she would like the City to create a scholarship in the name of the two (2) duties killed in the line of duty.

Approval of the City Manager and Finance researching the possibility of funding the Wallace & Manual Scholarship.

Motion by Commissioner Murvin. Seconded by Vice Mayor Holmes.

Motion carried unanimously.

Approval of the Balloon Release on November 25, 2017 at Commissioner Park honoring of Deputy Wallace/Manual.

Motion by Commissioner Murvin. Seconded by Commission Hill.

Motion carried unanimously.

Approval of Minutes: (*none*)

Consent Agenda: (*none*)

Ordinances: (*none*)

Resolutions:

Mr. Brandenburg reads Resolution 2017-30 into the record.

1. RESOLUTION 2017 – 30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR’S EXECUTION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PERMIT FOR THE ANNUAL PAHOKEE CHRISTMAS PARADE.

Approval of Resolution 2017 - 30.

Motion by Commission Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

Mr. Brandenburg reads Resolution 2017-31 into the record.

2. RESOLUTION 2017 – 31 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT FOR SERVICES BY THE SUPERVISOR OF ELECTIONS FOR MUNICIPAL ELECTIONS.

Approval of Resolution 2017 - 31.

Motion by Commissioner Hill. Seconded by Commissioner Murvin.

Motion carried unanimously.

Public Hearings: *(none)*

Proclamations: *(none)*

Presentations:

1. PBSO

Mayor Babb presented a certificate to PBSO for their selfless dedication of time and energy to the community during Hurricane Irma.

2. Feed South Florida

Vice Mayor Holmes presented a certificate to Feed South Florida for their selfless dedication of time and energy to the community during Hurricane Irma.

3. Catholic Charities

Commissioner Hill presented a certificate to Catholic Charities for their selfless dedication of time and energy to the community during Hurricane Irma.

4. Florida Crystals

Vice Mayor presented a certificate to Florida Crystals for their selfless dedication of time and energy to the community during Hurricane Irma.

5. 2SBW & Associates, Inc.

Report of the Mayor:

Mayor Babb advised Saturday the City of Pahokee had a Community Giveback which was a success and thanks all the employees and FEMA for participating in the event. He expressed gratitude for everybody coming together in the community and the City Manager for bring the type of resources that he has brought.

Report of the City Manager:

Mr. Williamson gave a status report for current and future projects for 2017 – 2018.

1. November 14, 2017 City Commission Meeting

Mr. Williamson advised that some members of the City Commission will be attending the National League of Cities Conference on November 14, 2017; therefore, the Commission can determine whether to cancel the meeting or reschedule it.

Approval of rescheduling the City Commission Meeting to Monday, November 13, 2017.

Motion by Commissioner Hill. Seconded by Vice Mayor Holmes.

Motion carried unanimously.

Report of the City Attorney:

1. RFP 2017 – 01 Old Hospital Site

Mr. Brandenburg recommended extending the Old Hospital Site RFP for thirty (30) days.

Approval of extending RFP 2017 – 01 for thirty (30) days.

Motion by Commissioner Hill. Seconded by Commissioner Murvin.

Motion carried unanimously.

2. Charter Review Committee (recommendations)

Mr. Brandenburg advised the Charter Review Committee recommended the selection of vice mayor occur annually in the first of April and the other recommendation is that the City Clerk be under the supervision of the City Manager.

Approval of Selection of Vice Mayor occur in the first meeting of April.

Motion by Vice Mayor Holmes. Seconded by Commissioner Murvin.

Motion carried unanimously.

Approval of Denying the City Clerk being under the supervisor of the City Manager.

Motion by Vice Mayor Holmes. Seconded by Commissioner Hill.

Vice Mayor Holmes expressed concern with placing the City Clerk under the supervisor of the City Manager and Commissioner Hill agreed. A discussion ensued regarding the City Clerk being under the City Manager.

Approval of Amending to have the City Clerk under the supervision of the City Commission, but will be evaluated by the City Commission and the City Manager.

Motion by Vice Mayor Holmes. Seconded by Commissioner Murvin.

Motion carried unanimously.

Old Business: (none)

New Business:

1. Lt. Picciolo (PBSO Report)

Deputy Feaman advised that two (2) trackers were stolen from the area.

Citizens Comments:

Mr. Kirk Patrick advised he's impressed on how the Mayor handled things in the Commission meetings and expressed the community have to support the City Manager to continue to keep doing what he's doing.

Mr. Jimmy Kellerher advised on December 31, 2017 he'll retire, but will bring a business back into the City of Pahokee.

Mr. Bryan Crawford invites the City Commission to join the athletes at the Muck Bowl Dinner on November 2, 2017 at 7:00pm at Glades Central High School.

Rev. Benny L. Everett, III advised he's representing the Charter Review Committee and the reason they recommended that is so our government have a check and balance not to take power from the City Commission and give to one man.

Ms. Sanquetta Cowan announced tomorrow night is the Tri-Cities Awards at Glades Central High at 6:00pm, Pahokee has five (5) students that scored a five on the test.

City Commission Comments:

Commissioner Murvin expressed concerns about individuals putting negative statements about the City on facebook because individuals outside of the City read it.

Vice Mayor Holmes had no comment.

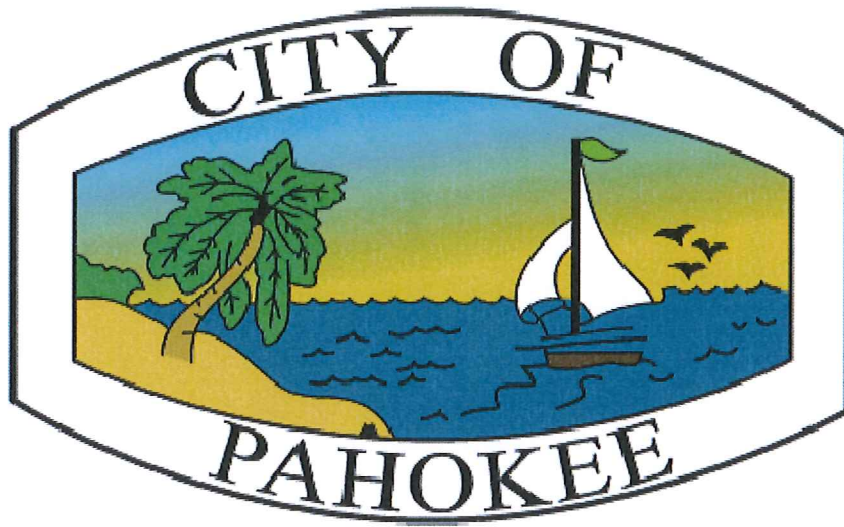
Commissioner Walker had no comment.

Commissioner Hill had no comment.

There being no further business to discuss, Mayor Babb adjourns the meeting at 7:56p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, City Clerk



ORDINANCES

ORDINANCE NO. 2017 - 08

**AN ORDINANCE OF THE CITY OF PAHOKEE, FLORIDA,
AMENDING SECTION 2-63(9) OF THE CODE OF
ORDINANCES REGARDING SUPERVISION OF THE
CITY CLERK; PROVIDING SEVERABILITY, INCLUSION
IN THE CODE, AND EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Pahokee wants to amend its Code of Ordinances regarding supervision of the City Clerk.

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. Amendment of Sec. 2-63(9) of the Code of Ordinances. The City Commission hereby amends Section 2-63(9) of the Code of Ordinances as follows:

Sec. 2-63. Office hours.

(9) *Supervision.* The clerk shall serve under the direct supervision of the city commission, ~~primarily, and also under the direction of the city manager, and both the city manager and the city commission shall evaluate the clerk;~~

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 13th day of November, 2017.

PASSED AND ADOPTED on second reading this day of , 2017.

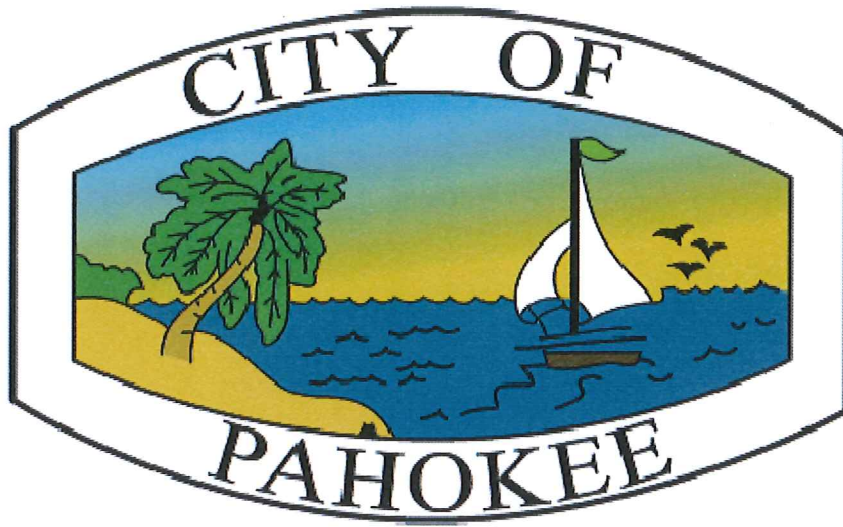
Keith W. Babb, Jr., MAYOR

Attest: _____
Tijauna Warner, CITY CLERK

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

APPROVED AS TO LEGAL SUFFICIENCY

Gary M. Brandenburg, CITY ATTORNEY



RESOLUTIONS

RESOLUTION 2017 - 32

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

WHEREAS, the City of Pahokee desires to hold a MLK Parade in honor of Dr. Martin Luther King, Jr., on Saturday, January 13, 2018, beginning at 9:00 a.m. and ending at 12:00 p.m.; and

WHEREAS, an application is required by the Florida Department of Transportation for the closure of roads along the route running from West Fifth Street (South) to Rardin Avenue (West), to Bacom Point Road (North) to South Lake Avenue (East), to East Fifth Street and ending at the Dr. Martin Luther King Jr., Park; and

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

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

- Section 1.** The City Commission hereby approves that Dr. Martin Luther King Jr., be honored by a parade on Saturday, January 13, 2018 from 9:00 a.m. to 12:00 p.m.
- Section 2.** The parade is hereby authorized and the Mayor is directed to execute the application to FDOT for a permit for the Dr. Martin Luther King, Jr. parade.

PASSED AND ADOPTED this 13th day of **November, 2017**

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Mayor Babb

Vice Mayor Holmes

Commissioner Hill

Commissioner Murvin

Commissioner Walker

Gary M. Brandenburg, City Attorney

RESOLUTION 2017 - 33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SUBRECIPIENT AGREEMENT BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE.

WHEREAS, Palm Beach County has entered into a Vendor Agreement with the Area Agency on Aging, Palm Beach Treasure Coast Inc., (Agency) under which Agency is to provide a set amount of funds to the County to be used to assist in providing transportation services for Senior Citizens in Palm beach County; and,

WHEREAS, up to \$22, 000.00 of the funding provided to the County under the Vendor Agreement has been designated by the Agency for the City of Pahokee Senior Citizens' Wellness Transportation Program; and,

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party.

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

- Section 1.** This Agreement shall relate back and take effect as of January 1, 2017 and shall continue until the later of December 31, 2017.
- Section 2.** The Mayor is hereby authorized and directed to execute the attached Subrecipient Agreement.

PASSED AND ADOPTED this 13th day of **November, 2017.**

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Holmes

Commissioner Hill

Commissioner Murvin

Commissioner Holmes

**SUB-RECIPIENT AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA
AND THE CITY OF PAHOKEE**

AAA Sub-Recipient Agreement 01/01/2017

THIS SUB-RECIPIENT AGREEMENT is entered into effective as of January 1, 2017, by and between Palm Beach County, Florida (the “County”) and the City of Pahokee, Florida (the “City”), in furtherance of the Standard Agreement for Older Americans Act Program Title III (IAO16-9635) dated January 1, 2016, as it has been and may be amended from time to time, (the original and all amendments are collectively referred to herein as the “Standard Agreement”) which the County has entered into with the Area Agency on Aging, Palm Beach Treasure Coast, Inc. (the “Agency”).

WHEREAS, the County has entered into the Standard Agreement with the Agency under which the Agency is to provide a set amount of funds to County to be used to assist in providing transportation services for Senior Citizens in Palm Beach County; and

WHEREAS, up to \$22,000 of the funding provided to County under the Standard Agreement has been designated by the Agency for the City of Pahokee Senior Citizens’ Wellness Transportation Program (also referred to herein as the “Program”); and

WHEREAS, the Agency and City have requested that the County “pass through” to the City, as a designated Sub-Recipient, up to \$22,000 of the funding to be provided to the County under the Standard Agreement; and

WHEREAS, the City has received and reviewed the Standard Agreement, a copy of which is attached hereto and incorporated herein by reference, and acknowledged and agreed that it will fulfill all the requirements applicable to the County under the Standard Agreement and by law, as they relate to the services to be provided for the City of Pahokee Senior Citizens’ Wellness Transportation Program, unless directed otherwise in writing by the County; and

WHEREAS, the City acknowledges and affirms that it has also received and reviewed a copy of the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. Master Agreement for Federal and State Programs (Agreement No. IM015-9635 January 2016) and the amendments thereto (collectively referred to herein as the “Master Agreement”) entered into between the Agency and the County, which is incorporated into and made a part of this Sub-Recipient Agreement by reference, and that it will fulfill all the requirements applicable to the County under said Master Agreement, as the requirements relate to the City’s provision of services under this Sub-Recipient Agreement, unless directed otherwise in writing by the County.

NOW, THEREFORE, the County and the City do mutually agree as follows:

1. The forgoing statements are true and accurate, and are incorporated into and made a part of this Agreement.
2. The County’s contract representative during the term of this Sub-Recipient Agreement is Palm Tran’s Executive Director or his designee, whose telephone number is 561-841-4200. The City’s contract representative during the term of this Sub-Recipient Agreement is the City Clerk, whose telephone number is (561) 924-5534.
3. This Sub-Recipient Agreement shall relate back and take effect as of January 1, 2017 and shall continue until the later of December 31, 2017 or such time as the duties and obligations for which the City is responsible under this Agreement have been satisfied, as determined by the County, or the agreement terminated.
4. A. The City will provide transportation services in furtherance of its Senior Citizens’ Wellness Program in accordance with the terms and conditions of the Standard Agreement, to the fullest extent thereof. City acknowledges that it has received, read, is familiar with and shall comply with and satisfy all obligations of the

County (Provider) in the same manner and to the same extent as if the City had entered into the Standard Agreement with the Agency and was bound to fulfill the "Provider's obligations established in the Standard Agreement, except to the extent that the City is directed otherwise or relieved of the performance of a particular obligation, in whole or in part, by the County's contract representative in writing.

B. The City will provide transportation services in accordance with the terms and conditions of the Master Agreement to the fullest extent thereof. City acknowledges that it has received, read, is familiar with and shall comply with and satisfy all obligations of the County (Provider) in the same manner and to the same extent as if the City had entered into the Master Agreement with the Agency and was bound to fulfill the "Provider's" obligations thereunder. Such obligations include but are not limited to the obligations of the Provider described in Sections 4 through 11, 16, 17, 26 through 34, 37, 46, 47, and 51 through 53, unless relieved of such obligation or directed otherwise, in whole or in part, by the County in writing. The City shall complete and submit to County, Attachments I and V, and A, B, D, G, H and J to the Master Agreement and any exhibits referenced in said attachments or any provision of the Master Agreement, unless relieved of such obligation or directed otherwise in writing by the County.

5. A. The City shall not perform any act or refuse to comply with any County direction or request which would cause the County to be in violation of the Standard Agreement, contribute to or cause the Agency to seek to terminate the Standard Agreement, or cause the Agency to seek the return of any Agency funds or payments made to City. The City will immediately remedy, at its sole cost and expense, any deficiency or violation of the Standard Agreement found by the County or the Agency, upon notice of such and take all other corrective actions required by County and/or Agency. The County may also retain payments for any trips not provided in accordance with the requirements of the Standard Agreement and this Sub-Recipient Agreement and/or terminate this Sub-Recipient Agreement upon written notice. The City will immediately return to County any funds which the County or Agency determine were not used in accordance with the Standard Agreement or this Sub-Recipient Agreement or were unlawfully or improperly paid. Any funds received by City in violation of any provision of the Standard Agreement or this Sub-Recipient shall be repaid within five (5) days of demand thereof.

B. The County may terminate this Sub-Recipient Agreement for any reason, whether for cause or convenience, upon written notice of termination to the City. The County may terminate this Sub-Recipient Agreement for cause upon five (5) days notice to the City. County may terminate this Sub-Recipient Agreement with or without cause and for its convenience upon ten (10) days notice to the City. The City may terminate with or without cause and for its convenience upon thirty (30) days notice to the County. Upon receipt of a notice of termination, the City shall immediately cease services as directed by the County. The City shall be paid for services provided in conformity with the Sub-Recipient Agreement, in whole or in part, up to the date that it is notified to cease. All notices shall be provided in writing and sent to the party's contract representative in accordance with Section 25 of this Sub-Recipient Agreement.

C. Nothing contained in this Sub-Recipient Agreement shall modify or remove any of the consequences for non-compliance under the Standard Agreement, all of which are made applicable to the City as Sub-Recipient by virtue of this Sub-Recipient Agreement, unless determined otherwise by County, in its sole discretion.

6. In accordance with the terms of this Sub-Recipient Agreement, the City will be paid for the service delivery of up to 4,583 trips at a reimbursable rate not to exceed \$4.80 per one-way trip. The total amount that the City may be paid under this Sub-Recipient Agreement shall not exceed the amount of \$22,000.

7. The data required under the Standard Agreement, including but not limited to that which is addressed in Attachments I, V, VI, VII, X, XI of the Agreement shall be submitted with each monthly invoice by the City to the County, with a copy forwarded directly to the Agency. The City shall provide any other data or information

requested and complete all forms required by County. The attachments and exhibits may be modified by the Agency, and in such case, City shall utilize the modified attachments and exhibits provided by County.

8. The City will cooperate and assist the County with the preparation of certifications, documents and reports, and prepare and furnish all such certifications, documents or reports requested by County regarding the services provided under this Sub-Recipient Agreement and the individuals utilizing the services. In addition, the City shall be solely responsible for preparing all reports and meeting any and all National Transit Database (NTD) reporting and other requirements of the Federal Transit Act, as amended, and the applicable implementing rules and regulations. These reports include, but are not limited to, random surveys of selected fixed-route trips, daily accounting of revenue and non-revenue hours and miles, passenger counts, and any other information needed for the complete performance of the National Transit Database (NTD) Report required by the FTA. City shall provide such information, data or reports as required by NTD, with copy to the County.
9. The City acknowledges that all of its records relating to this Sub-Recipient Agreement are public records for the purposes of Chapter 119, F.S., and that the City will comply with the requirements of laws relating to public records. The City will maintain the public records for a period of no less than six (6) years from the expiration or termination of this Agreement or such additional period required by Sections 8 and 9 of the Master Agreement. The County shall have the right to unilaterally terminate this Agreement for refusal by the City to allow public access to all documents, papers, records and other materials related to this Agreement in accordance with Florida law.
10. The City acknowledges that the County will act solely as a third party administrator. In such role, the County may request, receive and forward documentation required or sought by Agency or County from the City, and will make payments to the City in accordance with the terms of the Standard Agreement as it may be amended and this Sub-Recipient Agreement. The County's obligation to make payments to the City is conditioned upon the City fulfilling the duties, obligations and responsibilities of the County under the Standard Agreement as they relate to the Program, the Agency's approval and authorization of payment for the activities of the City as they relate to the Program, and County's receipt of funds for the purpose of this Sub-Recipient Agreement.
11. The County shall have no obligation to any other entity, contractor or person who is anyway associated with this Sub-Recipient Agreement or benefits from the performance of this Agreement. This Sub-Recipient Agreement confers no rights on any entity other than the parties and the Agency, and is not otherwise intended to be a third party beneficiary contract. Agency is expressly authorized to enforce any of the City's duties and obligations under this Sub-Recipient Agreement.
12. The City shall insure that all services provided hereunder are fully accessible to the disabled and provided in conformity with the requirements of the Americans with Disabilities Act of 1990, as it has and may be amended from time to time, and the implementing regulations thereto (referred to collectively as the "ADA"). The City shall be responsible for any all liability which may or shall inure to the County as a result of the City's performance or failure to perform in accordance with the ADA.
13. The City agrees that no person shall on the grounds of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Sub-Recipient Agreement.
14. The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.
15. Pursuant to Palm Beach County Resolution No. R 2014-1421, as it may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that it shall not conduct business with nor appropriate any funds

for any organization or entity that practices discrimination on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

16. The City has submitted a copy of its non-discrimination policy, which is consistent with the above paragraph and Palm Beach County Board of County Commissioner Resolution No. R-2014-1421, as amended. In the event the City does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County and attached hereto as Exhibit A, that it will conform to the County's non-discrimination policy as provided in R- 2014-1421, as amended.
17.
 - A. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the City acknowledges that it is self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such limits that may change and be established by the Florida Legislature. In the event the City maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, F.S., the City agrees to maintain said insurance policies at limits not less than \$1,000,000 combined single limit for bodily injury or property damage.
 - B. The City agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes, in accordance with law.
 - C. Upon request, the City shall provide a Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, acceptable to County, as evidence that it has obtained and has in effect the above-mentioned coverages.
 - D. Any policy of insurance obtained pursuant to the requirements of this Agreement shall designate the Palm Beach County Board of County Commissioners and Palm Tran, Inc. as additional insureds.
18. The County's performance and obligation to pay under this Sub-Recipient Agreement is contingent upon an annual appropriation by its governing body for the purposes of this Agreement. In addition, the County shall not be obligated to pay or perform: 1) For any services for which payment is sought that are not payable under the Standard Agreement or this Agreement; 2) If the Agency does not approve the requisition for payment or invoice submitted by the County to Agency for payment for services provided by the City; or 3) If the Agency terminates or cancels the Standard Agreement with the County. City expressly waives and releases the County from liability, of any kind or nature, as a result of the occurrence of any of the foregoing events. The City also represents and warrants that the City's governing body has or intends to appropriate all funds needed for the purposes of this Sub-Recipient Agreement.
19. To the extent permitted by law, the City agrees that it is liable for all claims, suits, judgments, or damages arising out of the negligent or intentional acts or omissions of the City, its agents and employees, in the course and scope of the services performed under this Sub-Recipient Agreement. Nothing contained in this paragraph shall act as a waiver of either party's sovereign immunity in excess of that waived by the State Legislature in Section 786.28, F.S.
20. Nothing contained herein is intended to nor shall it create an agency relationship between the City and the County. City acknowledges and affirmatively represents and asserts that it is familiar with the terms and conditions of this Sub-Recipient Agreement, the Standard Agreement and the Master Agreement, and in the performance of this Sub-Recipient Agreement it is and shall at all times be an independent contractor and not an agent or servant of the County or Palm Tran, Inc. City acknowledges that it has no authority, either express or implied, to hold itself out as a servant or agent of the County or Palm Tran, Inc. or to represent that it or any of its employees or contractors are agents or servants of the County or Palm Tran, Inc.

21. This Sub-Recipient Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in a court of competent jurisdiction located in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
22. Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Sub-Recipient Agreement shall be borne by the respective parties. This clause pertains only to the parties to this Sub-Recipient Agreement.
23. No waiver of any provisions of this Sub-Recipient Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
24. The preparation of this Sub-Recipient Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
25. All written notices required under this Sub-Recipient Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Clinton B. Forbes, Executive Director
Palm Tran, Inc.
3201 Electronics Way
West Palm Beach, FL. 33407

And, if sent to the Grantee shall be mailed to:

City of Pahokee
Attn: City Clerk
171 North Lake Ave.
Pahokee, FL 33476

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

26.
 - A. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code as set forth in Sections 2-421 through 2-440, of the Code as they may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.
 - B. City shall cooperate with the Inspector General. Such cooperation shall include, but not be limited to, the provision of access to records regarding this Sub-Recipient Agreement. Failure to cooperate with the Inspector General or interfering with or impeding any investigation is a violation of Palm Beach County Code, Sections 2-421 through 2-440, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

27. Neither this Sub-Recipient Agreement, nor any interest herein, shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the City without the prior written consent of County.
28. The County has agreements which require the County to agree and assure agencies of the State of Florida that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of employees and the employees of subcontractors. Accordingly, the City agrees that it will utilize the System, in accordance with law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used to perform transportation services to verify the employment eligibility of its employees. The City shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the County, Agency and/or other applicable State agency on forms and in the manner required by the County. The City affirms that it will not employ unauthorized aliens or take any other act which may cause the County to be in violation of any term or condition of any agreement between the County, Agency or other agency of the State.
29. Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Sub-Recipient Agreement.
30. The County and City agree that this Sub-Recipient Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
31. Any provision of this Sub-Recipient Agreement which is of a continuing nature or imposes an obligation which by its nature extends beyond the term of this Agreement, shall survive its expiration or earlier termination.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have caused this Sub-Recipient Agreement to be executed by their duly authorized officials this ____ day of _____, 2017.

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

ATTEST:

City of Pahokee, by its City Council

By: _____
Tijauna Warner, City Clerk

By: _____
Keith W. Babb Jr., Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Clinton B. Forbes
Executive Director, Palm Tran

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Palm Beach County Attorney

**EXHIBIT A
NON-DISCRIMINATION POLICY FORM
Solicitation/Contract # _____**

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County **"shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information."**

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, **prior** to entering into any contract with the County." In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

Check one:

- Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

OR

- Organization/Entity hereby acknowledges that it **does not** have a written non-discrimination policy and hereby **affirms by signing below** that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

ORGANIZATION / ENTITY INFORMATION:

Name of Organization or Entity

Signature

Name (type or print)

Title

RESOLUTION 2017 – 34

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

WHEREAS, the Pahokee Chamber of Commerce desires to hold a Christmas Parade from 6:00 p.m. through 8:00 p.m. on Monday, December 5, 2017; and

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

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

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

- Section 1.** The City Commission a Christmas parade on December 5, 2017, starting at 6:00 p.m. and ending approximately 8:00 p.m.
- Section 2.** The parade is hereby authorized and the Mayor is directed to execute the application to FDOT for a permit for the Christmas parade.

PASSED AND ADOPTED this 13th day of NOVEMBER, 2017.

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

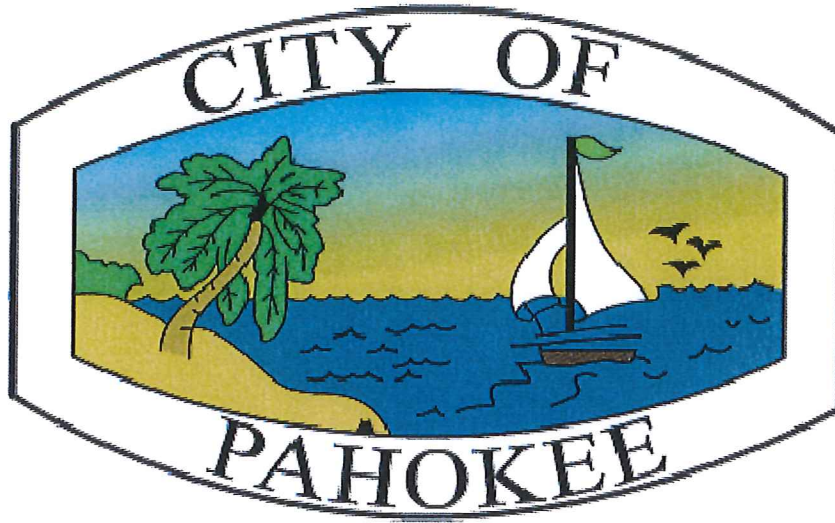
Mayor Babb _____

Vice Mayor Holmes _____

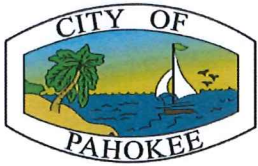
Commissioner Hill _____

Commissioner Murvin _____

Commissioner Walker _____



NEW BUSINESS



City of Pahokee

Office of the City Clerk

207 Begonia Dr.
Pahokee, FL 33476
Phone: (561) 924-5534
Fax: (561) 924-8140

www.cityofpahokee.com

MEMORANDUM

TO: Mayor & Commissioners
FROM: Tijauna Warner, City Clerk
DATE: November 3, 2017
SUBJECT: **Zoning Adjustment & Planning Board Appointments**

COMMISSIONERS

Keith W. Babb Jr.
MAYOR

Nathaniel Holmes
VICE MAYOR

Felisia C. Hill
COMMISSIONER

Clara Murvin
COMMISSIONER

Diane L. Walker
COMMISSIONER

The **Zoning Adjustment & Planning Board** is active and the members of this board terms have expired. You might re-appoint the members or select new appointees. The terms of the board members shall be staggered and set forth in the following manner: One (1) member shall be appointed for a term of (1) year; two (2) members shall be appointed for a term of two (2) years; and two (2) members shall be appointed for a term of three (3) years. In addition two (2) alternates shall be appointed for a period of three (3) years each. After the initial appointments, successive appoints shall be for a period of three (3) years, except where an appointment is made to fill a vacancy, in which case such appointment shall be for the balance of the term of the member in which the vacancy occurred.

The below names are appointed members of Zoning Adjustment & Planning Board (which may be re-appointed):

- Royal York
- Patricia Wilson
- Nicholas Larsen
- Charles Reineke

ADMINISTRATION

Chandler Williamson
CITY MANAGER

Tijauna Warner
CITY CLERK

Gary Brandenburg
CITY ATTORNEY

The below names have submitted applications for the Zoning Adjustment & Planning Board:

- Juan A. Gonzalez Jr.
- Samuel J Martiello Jr

Sincerely,

Tijauna Warner
City Clerk

ARTICLE II. - ZONING/ADJUSTMENT/ PLANNING BOARD^[2]

Sec. 19-26. - Created; composition.

The board of adjustment and the planning and zoning board are combined to form the zoning/adjustment/planning board. The zoning/adjustment/planning board will assume the functions of both boards as previously set forth.

The terms of the board members shall be staggered and set forth in the following manner: One (1) member shall be appointed for a term of (1) year; two (2) members shall be appointed for a term of two (2) years; and two (2) members shall be appointed for a term of three (3) years. In addition two (2) alternates shall be appointed for a period of three (3) years each. After the initial appointments, successive appointments shall be for a period of three (3) years, except where an appointment is made to fill a vacancy, in which case such appointment shall be for the balance of the term of the member in which the vacancy occurred.

The main duties of the board will be to address zoning issues, site plans, and variances. The detailed outline of duties is found in the land development regulations and includes the duties designated for both boards.

(Ord. No. 98-7, 8-25-1998)

Sec. 14-20. - Decision-making and administrative authorities.

(a) *City commission.*

- (1) *Authority.* In addition to the jurisdiction, authority and duties which may be conferred on the city commission by other provisions, the city commission of the City of Pahokee shall have the following duties and powers under this chapter:
- a. To consider and enact development code regulations and an official zoning map;
 - b. To consider and enact, enact with modifications, repeal, partially repeal, or reject amendments to these regulations or official zoning map, provided that the city commission has first obtained the recommendation of the planning board;
 - c. To establish fees, charges, and expenses imposed by these development code regulations;
 - d. To enforce the development code regulations, provisions, and restrictions by appropriate administrative and legal action;
 - e. To appoint and confirm members of the city planning board, the board of adjustment, and such other boards or committees as may be required by this development code, as amended;
 - f. To hear and decide appeals from any orders, requirements, decision, or determinations made by the board of adjustment; and,
 - g. To hear and decide appeals from any orders, requirements, decision, or determinations made by the planning board concerning an application for a site plan review.

(b) *Planning board.*

- (1) *Establishment, composition, and terms.* The planning board shall consist of seven (7) members who shall be electors of the city and shall serve without compensation. The city commission shall appoint each for a term of three (3) years. Each member shall hold office for the term for which appointed.
- The absence of a member for three (3) consecutive meetings without an excuse approved by the chairman of the planning board and noted in the minutes, shall be deemed just cause for removal by the city commission.

Any member may be removed from office by the city commission with a majority vote.

If a vacancy occurs in the membership of the planning board, the city commission within twenty (20) days shall fill the vacancy for the unexpired term.

- (2) *Authority.* The planning board shall abide by all applicable provisions of chapter 166, Laws of Florida (City Charter) as amended.
- (3) *Functions and powers.* The functions and powers of the planning board shall include:
- a. To keep the city commission and the general public informed and advised as to the physical development of the city;
 - b. To recommend to the city commission principles and policies for guiding action in the physical development of the city;
 - c. To conduct such public hearings as may be required to gather information necessary for the preparation, establishment, and maintenance of the comprehensive plan, as well as all other public hearings required by these regulations or required by the city commission;
 - d. To advise and consult with the director of community development in the preparation of a comprehensive plan; to consider it and amendments to it; and to recommend to the city commission the plan and amendments formulated, as well as proposed ordinances and regulations designed to promote orderly development consistent with the plan;

- e. To advise and recommend on the preparation and adoption of a comprehensive plan for the city pursuant to Florida (City Charter), as amended, and by F.S. ch. 163.3161;
- f. To recommend whether or not specific proposed developments conform to the principles and requirements of the comprehensive plan as to growth and improvement;
- g. To consider all major and minor plats which subdivide lands and recommend acceptance, modification, or rejection of them, and to recommend regulations for the subdivision and platting of land;
- h. To provide advice and recommendations to the city commission on each application for amendments to this chapter and the official zoning map;
- i. To consider and approve, approve with modifications, or deny applications for site plan review;
- j. As requested, to recommend to the city manager the appointment of a director community development;
- k. To prepare in conjunction with the director of community development, the city manager, and the director of finance a list of capital improvements recommended for construction during the next fiscal year and the succeeding four (4) fiscal years. This list shall show the recommended order of priority, the year recommended for beginning and completing construction, and the estimated costs for each recommended improvement;
- l. To consider all general plans for major landscaping proposed by the city or to be located on city property and to make recommendations with each plan; and,
- m. To consider all questions involving the location, removal, or alternation in any works of art belonging to the city, including monuments, memorials, and statuary, that are not kept indoors or assigned hereby or by ordinance of the jurisdiction of another agency; and prior to the acceptance or rejection of any proposed gift to the city in the form of a monument or memorial, to approve or recommend modification or rejection of a sketch or plan thereof and the proposed location thereof.

(4) *Review of applications and amendments by the director of community development.* No development application or amendment to this chapter, official zoning map or comprehensive plan shall be considered or authorized until the impact and extent thereof have been studied by the director of community development who shall have a minimum of thirty (30) days to provide a written report recommending approval, modification, or denial of the application or amendment and the reasons for said recommendation to the planning board and city commission.

(5) *Procedures.* The planning board shall adopt rules of procedures, subject to any limitations prescribed by the city Charter, these regulations or ordinances. It shall select a chairman, secretary, and other officers and shall prescribe their duties and powers. Four (4) members shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time.

The planning board shall keep minutes of its proceedings, record the vote of each member on each question, and keep records of its discussion, findings, recommendations, and other official actions. All records or other accounts of meetings shall be public records and be filed with and available from the department of community development.

(c) *Board of adjustment.*

(1) *Establishment, composition, and terms.* The board of adjustment shall consist of seven (7) members who shall be electors of the city and shall serve without compensation. The city commission shall appoint each for a term of three (3) years. Each member shall hold office for the term for which appointed.

The absence of a member for three (3) consecutive meetings without an excuse approved by the chairman of the board adjustment and noted in the minutes, shall be deemed just cause for removal by the city commission.

Any member may be removed from office by the city commission for malfeasance, misfeasance, or nonfeasance in office, or for conduct unbecoming an officer whether connected or unconnected with official duties; provided, no member shall be removed except by affirmative vote of all except one (1) of the membership of the city commission. A hearing or vote for removal of any member shall not occur unless at least twenty (20) days have elapsed following service of written charges upon a member. Prior to a hearing or vote for removal, any member shall be provided at least ten (10) days notice.

If a vacancy occurs in the membership of the board of adjustment, the city commission within twenty (20) days shall fill the vacancy for the unexpired term.

(2) *Authority.* The board of adjustment shall abide by all applicable provisions of chapter 166, Laws of Florida (City Charter) as amended.

(3) *Functions and powers.* The functions and powers of the board of adjustment shall include:

- a. To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by the director of community development in the enforcement of this chapter;
- b. To reverse or affirm, in whole or in part, or modify the appeal from any order, requirement, decision, or determination of the director of community development;
- c. To interpret the provisions of these regulations in such a way as to carry out the intent and purpose of the official zoning map and comprehensive plan;
- d. To grant variances;
- e. To consider and approve, approve with modifications, or deny applications for conditional use approval; and,
- f. To compel the attendance of witnesses at hearings or meetings and to administer oaths.

(4) *Review of applications by the director of community development.* No development application shall be considered or authorized until the impact and extent thereof have been studied by the director of community development who shall have a minimum of thirty (30) days to provide a written report recommending approval, modification, or denial of the application or amendment and the reasons for said recommendation to the board of adjustment.

(5) *Procedures.* The board of adjustment shall adopt rules of procedures, subject to any limitations prescribed by the City Charter, these regulations or ordinances. It shall select a chairman, secretary, and other officers and shall prescribe their duties and powers. Four (4) members shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time.

The board of adjustment shall keep minutes of its proceedings, record the vote of each member on each question, and keep records of its discussion, findings, recommendations, and other official actions. All records or other accounts of meetings shall be public records and be filed with and available from the department of community development.

(d) *Office of the director of community development.*

(1) *Appointment.* The director of community development shall be the head of the department of community development and shall serve at the pleasure of the city manager.

(2) *Jurisdiction, authority, and duties.* In addition to the jurisdiction, authority and duties which may be conferred on the director of community development by other provisions, the director of community

development shall also have the following powers and duties under this chapter:

- a. The director of community development shall receive, review, and approve certificates of compliance, land clearing permits, building permits, sign permits, and certificates of occupancy in accordance with the procedures in section 14-21;
- b. The director of community development shall receive, review, and approve applications for administrative review in accordance with the procedures in section 14-23;
- c. The director of community development, whenever a use is not specifically listed in article V. shall make a determination as to whether the proposed use is a use permitted by this ordinance, in accordance with article V;
- d. The director of community development shall serve as staff planner to the planning board, the board of adjustment and the city commission, including the provision of aid and technical assistance in:
 1. The processing and review of site plan review applications as provided in section 14-24;
 2. The processing and review of applications for conditional use review as provided in section 14-25;
 3. The processing and review of applications for variances as provided in section 14-26;
 4. The initiation, processing, and review of applications for the amendment to the text of this chapter as provided in section 14-27;
 5. The initiation, processing, and review of applications for amendments to the official zoning map as provided in section 14-27;
 6. The initiation, processing and review of comprehensive plan amendments as provided in section 14-28; and
 7. The processing and review of applications for planned developments as provided in article VII.
- e. The director of community development shall maintain the official zoning map series;
- f. The director of community development shall maintain the official comprehensive plan and future land use map series;
- g. The director of community development shall, whenever requested to do so by the city commission, conduct or cause to be conducted, with the assistance of other city departments if necessary, investigations, reports, surveys, studies, maps, charts, and recommendations with respect to matters before the city commission, the planning board, or the board of adjustment; and
- h. The director of community development shall enforce the provisions of this chapter.



CITY OF PAHOKEE
BOARDS & COMMITTEES APPLICATION

NAME: Samuel J. Martello Jr.
ADDRESS: 179 Cypress Ave
Home Phone #
Cell Phone #
EMAIL:

Email is the most important method by which we communicate. Please provide a current e-address.

Please check the Board or Committee on which you are interested in serving:

- Code Enforcement Advisory Board (checked)
Community Relations Board
Economic Development Board
Youth Council Board
Pahokee Housing Authority (checked)
Zoning/Adjustment/Planning Board
Beautification Advisory Board
Education Advisory Board
Parks & Recreation Advisory Board
Pahokee Community Revitalization Corp.
Cemetery Advisory Board
OTHER

Are you a Resident of Pahokee? (residency is not required on ALL Boards) Y
Do you own property within the City? y
Are you a registered voter? y
Are you employed by the City? No
Do you currently serve on any Board or Committee of the City of Pahokee? No
Are you willing to submit to an attendance policy? Yes
Are you familiar with the Florida Sunshine Law? (orientation is provided) No
Will you become acquainted with and abide by all rules and regulations pertaining to the Sunshine and Ethics Laws of Florida? Yes
Have you been convicted of a felony? No

Brief Resume of your Education and Experience:
collegial Training nuclear Medicine
Real Estate Broker - Property Manager

I HEREBY CONFIRM THAT ALL THE INFORMATION FURNISHED BY ME IS TRUE AND ACCURATE AND THAT, TO THE BEST OF MY KNOWLEDGE, I MEET THE CRITERIA FOR SERVING ON THE BOARD/COMMITTEE FOR WHICH I AM APPLYING.

Signature line with handwritten signature and label SIGNATURE

Date line with handwritten date 11/3/17 and label DATE



CITY OF PAHOKEE
BOARDS & COMMITTEES APPLICATION

NAME: Juan A. Gonzalez Jr.
ADDRESS: P.O. Box 225
Home Phone #
Work#
Cell Phone #
Other:
EMAIL:

Email is the most important method by which we communicate. Please provide a current e-address.

Please check the Board or Committee on which you are interested in serving:

- Code Enforcement Advisory Board
Community Relations Board
Economic Development Board
Youth Council Board
Pahokee Housing Authority
Zoning/Adjustment/Planning Board
Beautification Advisory Board
Education Advisory Board
Parks & Recreation Advisory Board
Pahokee Community Revitalization Corp.
Cemetery Advisory Board
OTHER

Are you a Resident of Pahokee? (residency is not required on ALL Boards) yes
Do you own property within the City? yes
Are you a registered voter? NO yes
Are you employed by the City? NO
Do you currently serve on any Board or Committee of the City of Pahokee? NO
Are you willing to submit to an attendance policy? yes
Are you familiar with the Florida Sunshine Law? (orientation is provided) Not Sure
Will you become acquainted with and abide by all rules and regulations pertaining to the Sunshine and Ethics Laws of Florida? Not Sure
Have you been convicted of a felony? yes/1991

Brief Resume of your Education and Experience: Graduated from school of choice, took classes at West Tech, PBCC, ITT Tech,

I HEREBY CONFIRM THAT ALL THE INFORMATION FURNISHED BY ME IS TRUE AND ACCURATE AND THAT, TO THE BEST OF MY KNOWLEDGE, I MEET THE CRITERIA FOR SERVING ON THE BOARD/COMMITTEE FOR WHICH I AM APPLYING.

SIGNATURE

DATE 11/21/2014