

CITY COMMISSION OF THE CITY OF PAHOKEE

## **WORKSHOP**

Tuesday, March 27, 2018 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 March 27, 2018 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN



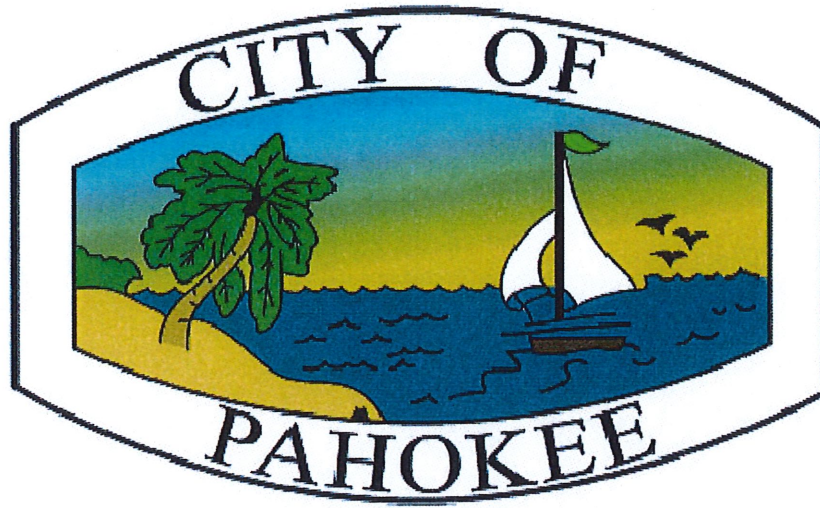
# AGENDA

## CITY COMMISSION OF THE CITY OF PAHOKEE

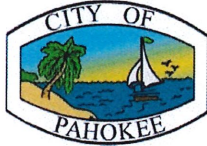
REGULAR COMMISSION MEETING

TUESDAY, March 27, 2018 6:30 P.M.

- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
  - 1. **Swear In Commissioners**
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
  - 1. **February 27, 2018 Regular Scheduled Commission Meeting**
- G. CONSENT AGENDA:
- H. ORDINANCE:
- I. RESOLUTIONS:
  - 1. **RESOLUTION 2018 – 13 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE ISSUANCE OF A “LETTER OF INTENT TO WITHDRAW” FROM THE PUBLIC RISK MANAGEMENT OF FLORIDA INSURANCE POOL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
  - 2. **RESOLUTION 2018 – 14 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, CANCELLING THE AWARD OF RESURFACING CITY OF PAHOKEE ROADWAYS, PHASE III TO WEEKLEY ASPHALT PAVING, INC.**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
- L. PRESENTATIONS:
  - 1. **Lawn of the Month – Dorothy A. Abrams**
  - 2. **Mayor Babb’s Golden Hammer & Nail – Samuel J. Martiello, Jr.**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
  - 1. **Okeechobee Land Co. v. City of Pahokee (Notice of Claim)**
- P. OLD BUSINESS:
- Q. NEW BUSINESS:
  - 1. **Lieutenant Picciolo (PBSO Report)**
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:



# MINUTES



**CITY COMMISSION OF THE CITY OF PAHOKEE  
REGULAR COMMISSION MEETING MINUTES  
Tuesday, February 27, 2018**

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 February 27, 2018.

The meeting was called to order by Mayor Babb at 6:337p.m.

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	Mayor Keith W. Babb, Jr.	Present
	Vice Mayor Nathaniel Holmes	Absent
	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 Deputy Feaman	Present
	City Clerk Tijauna Warner	Present <i>(via phone)</i>

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

Mr. Williamson added Ms. Catherine Marvez to L1. Commissioner Walker requested adding the City Clerk's Salary to the agenda.

**Approval of adding City Clerk's Salary to the Agenda.**

**Motion by Commissioner Walker. Seconded by (None).**

**Motion failed.**

**Approval of the Agenda with additions.**

**Motion by Commissioner Hill. Seconded by Commissioner Murvin.**

**Motion carried (4) Ayes; (1) Absent. (Holmes)**

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

**Public Service Announcements: (none)**

**Approval of Minutes:**

1. January 23, 2018 Regular Scheduled Commission Meeting

**Approval of January 23, 2018 Regular Scheduled Commission Meeting.**

**Motion by Commissioner Murvin. Seconded by Commissioner Hill.**

**Motion carried (4) Ayes; (1). (Holmes)**

2. February 13, 2018 Regular Scheduled Commission Meeting

**Approval of February 13, 2018 Regular Scheduled Commission Meeting.**  
**Motion by Commissioner Hill. Seconded by Commissioner Murvin.**  
**Motion carried (4) Ayes; (1) Absent. (Holmes)**

**Consent Agenda:** (none)

**Ordinances:** (none)

**Resolutions:**

*Mr. Brandenburg read Resolution 2018 - 11 into the record.*

1. RESOLUTION 2018 – 11 A RESOLUTION OF THE CITY OF PAHOKEE DEMANDING THAT THE OWNERS OF CERTAIN PROPERTIES DESCRIBED HEREIN REMOVE DEBRIS, DESTROYED OR DECAYING BUILDINGS, STRUCTURES, RUINS OF ANY KIND, BUILDING, 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 2018 - 11.**  
**Motion by Commissioner Hill. Seconded by Commissioner Murvin.**  
**Motion carried (4) Ayes; (1) Absent. (Holmes)**

*Mr. Brandenburg read Resolution 2018 - 12 into the record.*

2. RESOLUTION 2018 – 12 A RESOLUTION OF THE CITY COMMISISON OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PAHOKEE.

**Approval of Resolution 2018 - 12.**  
**Motion by Commissioner Murvin. Seconded by Commissioner Hill.**  
**Motion carried (4) Ayes; (1) Absent. (Holmes)**

**Public Hearings:** (none)

**Proclamations:** (none)

**Presentations:**

1. Catherine Marvez

Ms. Catherine Marvez recognized the Pahokee Middle School Robotics Team and advised she thinks the City Commission should recognize them and get funding.

- Mayor Babb advised the City Commission has recognized the Pahokee Middle School Robotics Team previously.
- Commissioner Murvin replied this is a new accomplishment.

**Approval of Recognizing the Pahokee Middle School Robotics Team.**  
**Motion by Commissioner Murvin. Seconded by Commissioner Hill.**  
**Motion carried (4) Ayes; (1) Absent. (Holmes)**

**Report of the Mayor:**

Regular Scheduled Commission Meeting – February 27, 2018

Page 2 of 3

Mayor Babb advised Keiser University will be starting a football program and he will be meeting with Coach Walkes to discuss. He informed everyone that he will select the next two (2) businesses of the month at the next commission meeting.

**Report of the City Manager:**

Mr. Williamson gave notice of the status with the old hospital site and will bring the information back to the commission soon. Mr. Williamson advised there's a brief delay with the demolition of the old treatment water plant and gave an update on the Old Pahokee High School improvements.

Mr. Williamson presented Mr. Paul Buxton as Employee of the 2<sup>nd</sup> Quarter and recognized his accomplishments.

Mr. Williamson presented Ms. Angelica Relles as Employee of the 3<sup>rd</sup> Quarter and recognized his accomplishments.

**Report of the City Attorney: (none)**

**Old Business (none)**

**New Business:**

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

**Citizens Comments:**

Rev. Lonnie Spry (*resident*) advised there's a large amount of overgrowth in East Lake Village that needs addressing and informed the City Commission to speak with Commissioner Holmes before he file a lawsuit against him as well as the City for harassing him.

Mr. Miller (*resident*) expressed concerns with the overgrowth by the Fire Station.

Ms. Sara Perez (*resident*) informed everyone that Ms. Felisia Hill is not unopposed and that the information proved to the public from Mayor Babb was incorrect.

Ms. Tamika Powell (*non-resident*) gave a brief description of the environment in the City of Pahokee and advised that she's here to encourage people in her age range to improve their living condition and environment.

Ms. Joann Culberson (*resident*) informed there's a property she been attempting have cleaned for years and inquired if the City could put a bench in front of SaveALot.

- Mr. Williamson advised this is on a list to be addressed.
- Mayor Babb expressed he wanted to restart the City's monthly or quarterly meetings to update the citizens.

**City Commission Comments:**

Commissioner Hill thanks everyone for coming out to the meeting.

Commissioner Walker thanks everyone for being at the meeting.

Commissioner Murvin announced D&G Security will be at Bright Idea seeking employees on Saturday at 9:00am.

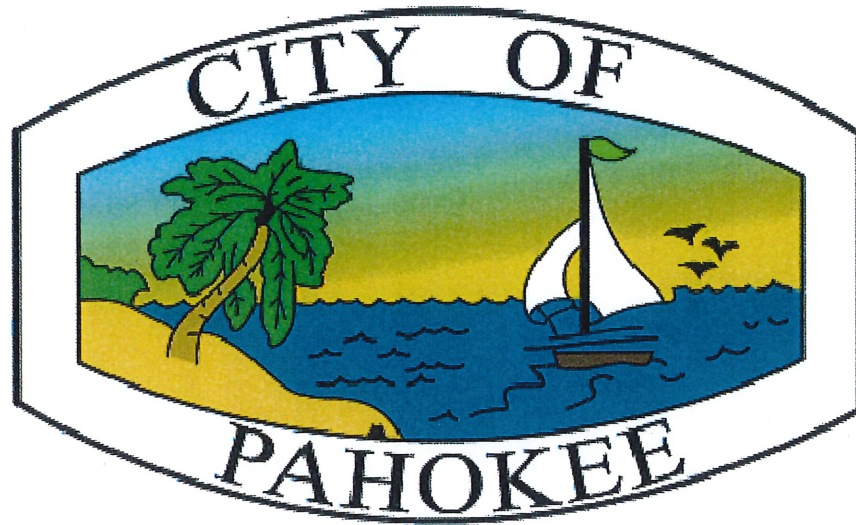
There being no further business to discuss, Mayor Babb adjourns the meeting at 7:33p.m.

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Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk



# RESOLUTIONS

**RESOLUTION 2018 - 13**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE ISSUANCE OF A "LETTER OF INTENT TO WITHDRAW" FROM THE PUBLIC RISK MANAGEMENT OF FLORIDA INSURANCE POOL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pahokee, is party to an intergovernmental cooperative agreement (the ("Agreement")) which provides for its participation in the Public Risk Management of Florida insurance (Pool"); and

**WHEREAS**, Section 4.2 and 4.3 of the Agreement provide that Pool members must serve the Executive Director with written notice of its intent to withdraw at least forty five (45) days prior to the beginning of the fiscal year for which the notice to withdraw is applicable; and

**WHEREAS**, issuance of said notice will facilitate staff analyses of insurance options for the fiscal year commencing on October 1, 2018.

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

- Section 1.** By means of the Resolution, the City of Pahokee does hereby authorize Chandler Williamson, City Manager, to issue a letter of Intent to Withdraw from the Pool effective October 1, 2018, subject to final confirmation of such action on or before ten (10) days prior to the beginning of such fiscal year.
- Section 2.** This Resolution shall become effective immediately upon adoption.
- Section 3.** If any section, subsection, phrase or portion of the Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of March, 2018.

ATTESTED:

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

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



APPROVED AS TO LEGAL SUFFICIENCY:

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

Mayor Babb

Commissioner Everett

Commissioner Hill

Commissioner Murvin

Commissioner Walker

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

**THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

**A CONTRACT AND BY-LAWS**

**FOR**

**PUBLIC RISK MANAGEMENT OF FLORIDA**



**(PRM)**

**AS AMENDED AND RESTATED THROUGH DECEMBER 12, 2012**

#### Article 4 - Participation and Term

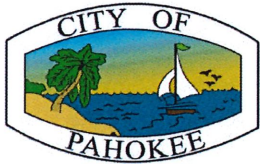
4.1. Term: The initial term of the Pool shall be from 12:01 a.m. on October 1, 1987 to 12:01 a.m. September 30, 1989. After the initial two (2) year term of the Pool, the term shall automatically be renewed for an additional term of one (1) year each. Provided, however, the Members may, through the manner provided in Section 6.9.4., terminate the Pool as of the end of the initial or any additional term during which such action is taken.

4.2. Notice of Withdrawal: So long as the Pool shall continue in existence, any current or new Preferred Member joining the Pool shall remain a Member for an initial two-year term, except a new Member coming into the Pool after the first day of the policy year shall be obligated to be a member for not less than eighteen (18) months. A new Preferred Member's rates will be guaranteed for their initial term.

Any Preferred Member may withdraw from the Pool at the end of the policy year upon serving on the Pool by mail, fax or hand delivery at least forty-five (45) days prior written notice. Any Standard Member may withdraw from the Pool at the end of the policy year upon serving on the Pool by mail, fax or hand delivery at least forty-five (45) days prior written notice. Such notice shall be addressed to the Executive Director of the Pool and shall be accompanied by a resolution of the governing body of the Member electing to withdraw from the Pool.

4.3. Actual Withdrawal/Required Withdrawal. Any Preferred Member who has served the Executive Director with prior written notice of its intent to withdraw at least forty-five (45) days prior to the beginning of the policy year for which the notice to withdraw is applicable, shall serve in writing to the Executive Director, by mail, fax or hand delivery no later than ten (10) days prior to the beginning of such policy year, a verification as to whether the Member intends to actually withdraw from the Pool at the end of the current policy year. Failure to serve such verification no later than ten (10) days prior to the beginning of the policy year for which notice of intent to withdraw is applied, shall be deemed a revocation of the prior notice of intent to withdraw; thus, binding the Member to the Pool for the ensuing policy year. An action to expel a Preferred Member shall be taken by the Executive Board in the manner described in Article 17 hereafter. Any Standard Member who chooses to withdraw from the Pool shall serve the Executive Director with prior written notice of its intent to withdraw at least forty-five (45) days prior to the beginning of the policy year for which the notice to withdraw is applicable, in writing to the Executive Director, by mail, fax or hand delivery a verification as to whether that Standard Member intends to actually withdraw from the Pool at the end of the current policy year. Failure to serve such verification at least forty-five (45) days prior to the beginning of the policy year for which the notice to withdraw is applicable shall be deemed as actual binding consent on the part of the Standard Member to remain a Standard Member of the Pool, binding that Member to the Pool for the ensuing policy year.

4.4. Admission of New Members: The Pool's Executive Board shall establish and periodically review standards and the approval process for the admission of new Members. Upon approval of these standards and of the approval process for admission by the Board of Directors, the Pool's Executive Board may grant or deny admission to proposed new Members based upon such criteria. Consideration of new Members will be communicated to all PRM



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

[www.cityofpahokee.com](http://www.cityofpahokee.com)

# City of Pahokee

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## Office of the City Manager

### COMMISSIONERS

**Keith W. Babb Jr.**  
MAYOR

**Nathaniel Holmes**  
VICE MAYOR

**Felisia C. Hill**  
COMMISSIONER

**Clara Murvin**  
COMMISSIONER

**Diane L. Walker**  
COMMISSIONER

### ADMINISTRATION

**Chandler Williamson**  
CITY MANAGER

**Tijauna Warner**  
CITY CLERK

**Gary Brandenburg**  
CITY ATTORNEY

March 30, 2018

Ms. Bonnie Mims-Executive Director  
Public Risk Management of Florida  
3434 Hancock Bridge Parkway  
Ft. Myers, Florida 33903

Re: 45 Day Notice of Withdrawal-10/1/2018

Dear Ms. Mims,

In accordance with the Contract & By-Laws contained in the Intergovernmental Cooperative Agreement (dated December 12, 2012), specifically sections 4.2 and 4.3, we are hereby providing you the required 45 day Notice of Withdrawal from the pool for your respective entity.

Please note that accompanied with this notice is a resolution from our governing body (dated...) acknowledging our option to withdraw from Public Risk Management of Florida effective October 1st, 2018. We further understand that we must provide you, at least 10 days prior to the beginning of the upcoming policy year, written notice of our actual intent to withdraw.

Your consideration is appreciated and we will be back in touch with you in the near future.

Thank you.

Respectively,

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**Chandler Williamson**  
City Manager

**RESOLUTION 2018 - 14**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA,  
CANCELLING THE AWARD OF RESURFACING CITY OF PAHOKEE ROADWAYS,  
PHASE III TO WEEKLEY ASPHALT PAVING, INC.**

**WHEREAS**, the City of Pahokee, Palm Beach County, Florida would like to cancel the awarding of Resurfacing City of Pahokee Roadways, Phase III to Weekley Asphalt Paving, Inc.

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

**Section 1.** The City Manager is authorized and directed to cancel the awarding of ITB 2017 – 01 Resurfacing City of Pahokee Roadways, Phase III to Weekley Asphalt Paving, Inc .

**PASSED AND ADOPTED** this 27<sup>rd</sup> day of March, **2018**.

ATTESTED:

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

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

APPROVED AS TO LEGAL SUFFICIENCY:

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

Mayor Babb

Commissioner Everett

Commissioner Hill

Commissioner Murvin

Commissioner Walker

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**THOMAS MONTGOMERY LAW OFFICE**  
**ONE SOUTHEAST M.L. KING, JR. BOULEVARD**  
**POST OFFICE BOX 1510**  
**BELLE GLADE, FLORIDA 33430-6510**

THOMAS MONTGOMERY  
Attorney at Law

Phone: 561-996 -6317  
Fax No: 561-992-8274  
Primary Email: [mnichols1985@bellsouth.net](mailto:mnichols1985@bellsouth.net)  
Email: [thomlaw1948@aol.com](mailto:thomlaw1948@aol.com)

March 21, 2018

Mayor Keith Babb  
City of Pahokee  
207 Begonia Drive  
Pahokee, FL 33476  
Certified Return Receipt #: 7014-0150-0002-2009-9774

RE: Okeechobee Land Co. v. City of Pahokee  
Notice of Claim

Dear Mayor Babb:

Okeechobee Land Company is presenting a claim pursuant to Chapter 768.28, Florida Statutes, against the City of Pahokee for breach of contract.

The Claimant is a Florida corporation with a home office at 246 East Main Street, Pahokee, Florida.

**NATURE OF CLAIM**

The Claimant's claim is based on a written lease to lease a building with the option to purchase.

The compensation for the option was for the Claimant to restore the building completely inside and out.

The Claimant expended in excess of \$190,000.00 in restoration of the property.

The City Commission of the City of Pahokee rejected a motion to convey the property pursuant to the Claimant's option. This creating a breach of the contract.

A copy of the contract/lease being attached and incorporated herein.

**DAMAGES**

The Claimant's lease runs out in June 2018 and the Claimant will incur the following losses and/or expenses:

1. Loss of the value of the cost of restoration of the building (\$190,000.00);
2. Loss of the cost of maintaining the property for eight years after restoration (\$40,000.00);

Mayor Keith Babb  
City of Pahokee  
RE: Okeechobee Land Co v. City of Pahokee  
March 21, 2018  
Page 2 of 2

3. The cost of relocation of the business (\$15,000.00); and
4. Loss profits of \$100,000.00.

The Claimant's total loss is \$345,000.00.

Pursuant to Florida Statutes, you must reply to this claim.

Sincerely,

*Thomas Montgomery, Esquire/mcn*

Thomas Montgomery, Esquire

TM:mcn

Attachment

cc: Jimmy Patronis  
Florida Chief Financial Officer  
200 East Gaines Street  
Tallahassee, FL 32399  
Certified Return Receipt #: 7014-0150-0002-2009-9781

Gary Bradenburg, Esquire  
[gary@brandenburgpa.com](mailto:gary@brandenburgpa.com)

*Carrollan  
Lacey*

LEASE AGREEMENT

THIS LEASE AGREEMENT, is entered into this 22 day of July, 2008, between the CITY OF PAHOKEE, a Florida municipal corporation ("Landlord"), and Okeshbae Land Company, a Florida Corporation, ("Tenant"), whose mailing address is PO Box 398, Pahokee, FL 33478.

1. Premises. In consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord 246 E. Main Street, Pahokee, FL 33478 (the "Premises").
2. Use. The Premises shall be used only by Tenant and its affiliates solely for the purpose of operating a ~~business~~.
3. Term. This Lease shall commence on Aug 1, 2008 (the "Commencement Date") and shall ~~run for a term of~~ one year from the Commencement Date. Tenant shall have the exclusive right to use the Premises.

~~This is a Triple Net Lease. This Lease shall be considered a triple net lease which shall mean that unless the lease specifically requires the Landlord to pay an amount or to perform an obligation that the Tenant shall be required to pay all costs and expenses of all types that are associated with the leased Premises.~~

5. Rent. Tenant shall pay Landlord the annual rent set forth below (the "Rent") for each consecutive twelve month period beginning with the Commencement Date and ending on the Termination Date. The Rent shall be payable by Tenant in 12 equal monthly installments in advance with the first installment due on the Commencement Date and payable on the first day of each month thereafter throughout the term of the lease. If the Term commences on a day other than the first day of the month, rent for the month shall be prorated on a daily basis, based on the number of days in such month. Tenant shall pay to Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, taxes and/or impositions, now in existence or hereafter imposed by a governmental body, based upon the privilege of renting the Premises.

Year 1 through Year 2: \$40,000  
 Year 3 through Year 4: \$45,000 annually (\$3,750/month)

Any sum, amount, item or charge which Tenant is required to pay pursuant to the terms of this Lease other than Annual Rent shall be considered additional rent (the "Additional Rent"), including any amounts considered Additional Rent resulting in a sales tax being due and payable on the escrowed sums, and shall be paid by Tenant to Landlord on or before the tenth (10th) day after Landlord delivers written notice to Tenant requesting the Additional Rent. The written notice shall specify the amount of and basis for the Additional Rent. Annual Rent and/or Additional Rent may be referred to herein collectively as "Rent." If Landlord shall pay any monies or incur any expenses to remedy a Tenant default of this Lease, the amount so paid or incurred shall be paid by Tenant to Landlord as Additional Rent.

All amounts payable by Tenant shall be paid by company check, cashier's check or money order, and made payable to the City of Pahokee, and mailed to: Finance Director, City of Pahokee, FL 33478. No payment by Tenant or receipt by Landlord of a lesser amount than the amount due shall be deemed to be other than on account of the earliest amount due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the amount due or pursue any other remedy provided in this Lease.

6. Security Deposit. Tenant has deposited with Landlord the sum of \$1,250 as a security deposit. The security deposit shall be held by Landlord, without liability for interest, as security for the full and faithful performance by Tenant of each and every term, covenant and

*3*



condition of this Lease. If, from time to time, any rent shall be overdue and/or unpaid then Landlord may apply the security deposit, or a part thereof, toward the amounts due from Tenant, but Tenant's liability under this Lease shall thereby be discharged only pro tanto and Tenant shall remain liable for any amounts still due.

The security deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the Term of this Lease and the surrender of clean Premises, unless application is made by Tenant for a new lease. Except as set forth below, at all times the Tenant shall be required to maintain the security deposit of \$1,250.00, and if at any time the security deposit is reduced below that amount, the Tenant shall within ten (10) days forward the amount necessary to replenish the security deposit to that amount to Landlord.

7. **Late Charges.** IF any installment of rent or additional rent is not paid within five days after its due date, Tenant shall immediately pay Landlord a late charge equal to three percent (3%) of the amount due without further demand by Landlord. If Tenant delivers a check to Landlord which is returned to Landlord for any reason, Tenant shall pay Landlord a charge of ONE HUNDRED DOLLARS (\$100.00) for each such check plus the late charge set forth above. In addition, Tenant shall pay Landlord interest on any Rent not paid within five days after its due date from the date due to the date paid at the maximum legal rate that may be charged during said period.

**Representations, Investigations and Acceptance of Premises.** Tenant acknowledges that except as may be specifically set forth hereinafter, Landlord and its agents have made no representations or warranties concerning the Premises, Building or site, or any other matter that has in any way induced Tenant to enter this Lease or upon which Tenant is relying. Tenant acknowledges that it is familiar with its condition and use. Landlord has provided Tenant with full and adequate opportunity to inspect the Building and Premises. Tenant has inspected same or waived such opportunity for inspection. Tenant accepts the Building and Premises in their current condition, and Tenant has satisfied itself of all of its concerns by conducting independent investigations of all matters related to the Premises and the Building.

**Maintenance, Repairs, Alterations and Improvements by Tenant and Landlord.**

(a) Tenant shall make at its expense all necessary repairs and improvements to the premises in order to comply with the City's building and code requirements. Tenant agrees to begin repairs within 90 days of the date of this Lease. Tenant, at Tenant's sole cost and expense, throughout the Term shall (i) keep and maintain the Premises and every part thereof in good repair, and (ii) provide Landlord with evidence that any construction, plumbing, repairs or alterations shall be licensed and insured and said insurance shall name Landlord as a loss payee. Tenant shall be responsible to replace all broken glass.

(b) Tenant shall not make any additions, alterations or improvements in or to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. ~~Landlord shall not be bound by any alterations, additions or improvements made by Tenant without its prior written consent. Landlord shall not be bound by any alterations, additions or improvements made by Tenant without its prior written consent. Landlord shall not be bound by any alterations, additions or improvements made by Tenant without its prior written consent. Landlord shall not be bound by any alterations, additions or improvements made by Tenant without its prior written consent.~~

(c) Any mechanic's lien filed against the Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to Tenant shall be discharged by Tenant within ten (10) days thereafter at Tenant's expense by payment, bond or other manner authorized or required by law. Landlord shall have the option and right to discharge any such lien if Tenant fails to do so and collect any amount so paid from Tenant.

9. Tenant may install in the building its usual business fixtures, equipment, and personal property in a proper manner, provided that no installation or removal shall interfere or damage the mechanical or electrical systems or the structure of the Building, with the understanding and acknowledgement that any such fixtures shall become part of the building and not thereafter be removed.

10. **Building Services.** Tenant shall be responsible to obtain and pay for all utilities servicing the Premises.

11. **Other Taxes, Utilities.** Tenant shall make timely payment of all taxes and assessments levied upon Tenant's merchandise, fixtures, equipment, furniture and other property located on or used in connection with the Premises, governmental inspection fees of the Premises, and of all privilege and business license fees, taxes and similar charges in connection with Tenant's business. Tenant shall be liable for payment of any ad valorem real estate taxes and shall pay to Landlord on a monthly basis one-twelfth (1/12th) of the anticipated taxes for said year (which amount shall be based upon the prior year's tax bill), which amount shall be held in escrow by Landlord for the purpose of paying the succeeding year's taxes. To the extent amounts pre-paid by Tenant for taxes on a monthly basis are insufficient to pay the amount of taxes actually billed for the Premises, Tenant shall pay any short fall amount to Landlord within ten (10) business days of receipt of written demand therefor. Upon the written request of the Tenant, the Landlord will cooperate with any petition to reduce the property assessment, however, it shall be Tenant's obligation and expense to undertake such challenge.

12. **Insurance.** At all times during the Term of this lease, Tenant shall keep in force, with an insurance company licensed to do business in the State of Florida, the following general liability insurance, including property and bodily injury damage, in the amount of not less than One Million dollars (\$1,000,000.00). In the event that the Premises are located in an area designated by the Federal Emergency Management Agency as a Special Flood Hazard Area, flood insurance for rising water and damage as required by the National Flood Insurance Act. Such policies will: (1) include Landlord as an Additional Insured, (2) be considered primary insurance and not co-primary, (3) contain provisions denying to the insurer acquisition by subrogation of rights of recovery against Landlord, (4) provide that it may not be canceled or changed without at least thirty (30) days prior written notice from the company providing such insurance to Landlord. Tenant shall also maintain insurance to cover the premises for fire damage, windstorm damage, and vandalism.

At least five (5) days prior to the Commencement Date, Tenant shall deliver to Landlord original certificates for such insurance, as well as the Additional Insured Endorsement. Tenant shall also provide proof of worker's compensation insurance during the entire lease term. If Tenant breaches any provision requiring insurance same shall be considered an act of default and the Landlord, notwithstanding any waiver of any other remedies or rights, shall have the absolute right to purchase insurance coverage without notice to Tenant and therefore require repayment of any premiums or costs advanced for this forced placed insurance.

13. **Indemnity and Waiver of Claims.**

Tenant shall defend, indemnify and hold harmless Landlord, its officers, employees and its agents from any and all losses, damages to person or property, including death, disabilities, expenses, and/or claims of any nature, which may arise from the use or occupancy of the Premises by Tenant, its principals, agents, contractors, servants, employees, licensees, visitors, or customers.

14. **Fire or Other Casualty.** In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty, whereby the same shall be rendered untenable, then Landlord shall have the right to re-erect such Premises tenable by repairs. During the period of time that the building is being reconstructed the Tenant may be required by the City Commission to timely make all payments of Rent and additional rent to Landlord.

15. **Eminent Domain.** If all or any portion of the premises is taken by eminent domain or transferred under threat of such taking, this Lease shall automatically terminate as of the date of taking only with respect to the portion of the Premises so taken. If such portion of the Premises is taken by eminent domain results in a material impairment of Tenant's use and enjoyment of the Premises, Tenant shall have the right to terminate this Lease as of the date of taking by giving written notice thereof to

Landlord. Within ten (10) days after such date of taking, if Tenant does not elect to terminate this Lease, Landlord shall, at its expense not to exceed the sum of damages received by Landlord; promptly restore the Premises, exclusive of any improvements or other changes made by Tenant, to as near the condition which existed prior to the date of taking as reasonably possible. All compensation awarded for any taking of this leasehold and/or the improvements thereon through eminent domain shall belong to and be the property of Landlord; provided, however, that nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses or removal of Tenant's furniture, business equipment and such fixtures as Tenant is permitted to remove hereunder, but if and only if such actions shall not reduce the amount of compensation otherwise recoverable by Landlord from the condemning authority.

16. **Tenant's Assignment and Subletting.** Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet said Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld by the Landlord. If Tenant desires to assign or sublet all or a portion of the Premises, Tenant shall first advise Landlord in writing of the name, proposed use of Premises and such financial information as Landlord may reasonably require regarding the proposed assignee or subtenant. Tenant shall also submit a copy of the proposed assignment or sublease and any other agreements to be entered into concurrently with such assignment or sublease. It shall not be unreasonable for Landlord to withhold consent if the reputation, financial responsibility or business of proposed assignee or subtenant is unacceptable to Landlord or if the intended use by the proposed assignee or subtenant is not substantially the same as the use of the Premises authorized Tenant by the provisions of this Lease.

In addition, if the Tenant assigns or sublets any portion of the Lease, the Landlord shall be entitled to receive fifty (50%) percent of the rents received by the Tenant for the assigned or sublet portion over and above the amounts being paid by the Tenant to the Landlord. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anybody other than the Tenant, the Landlord may collect or accept rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent herein provided, but no collection shall be construed as a release of the Tenant from further performance by the Tenant of the terms of this Lease.

17. **Default by Tenant and Remedies of Landlord.** (a) The Tenant shall be in default: (i) if Tenant fails to pay any sum due Landlord hereunder within five (5) business days after written notice to Tenant by Landlord; (ii) if Tenant defaults in any of the other covenants, terms, conditions, provisions or agreements of this Lease on the part of the Tenant to be kept, observed or performed and such default is not remedied within thirty (30) days after written notice to Tenant by Landlord; or (iii) there is filed by or against Tenant a petition (i) in bankruptcy, (ii) alleging insolvency, (iii) for reorganization, (iv) for appointment of a receiver, (v) for an arrangement under state or federal bankruptcy law, (vi) for levy or attachment of Tenant's personal property, (vii) for debtor relief, or (viii) for a similar type proceeding, and such petition or proceeding is not dismissed within thirty (30) days after written notice to Tenant by Landlord; or (4) Tenant vacates or abandons the Premises.

(b) If Tenant is in default, then the Landlord shall have the following rights in addition to any other rights or remedies available to Landlord at law or in equity, or under other provisions of this Lease: (1) to terminate this Lease; (2) to apply any security deposit to the fulfillment of Tenant's obligations; (3) to declare immediately due and payable all Rent due for the unexpired portion of the Term; (4) to re-enter the Premises, with or without terminating this Lease and remove all persons and property therefrom and to repossess the Premises together with all additions, alterations and improvements thereto; and (5) to let the Premises with or without terminating this Lease. These remedies shall be cumulative to the Landlord and the election of one does not waive or otherwise prevent the exercise or enforcement of any of the enumerated remedies or rights noted in (1) through (5) in this paragraph, or any other rights or remedies available to Landlord at law or in equity, or under other provisions of this Lease.

(c) If Landlord re-lets the Premises, Landlord may hold Tenant liable for the deficiency, if any, between the total of the unpaid installments of Annual Rent for the remaining Term and the monthly

rent at which the Premises are re-let, plus all of Landlord's damages, fees, expenses, cost of refurbishment and other sums incurred in order to re-let the Premises. Tenant shall become liable for all such fees, expenses and cost incurred by Landlord immediately upon their being incurred, but Landlord at its option may apply rent received from a replacement tenant to such costs and expenses. Tenant shall not be entitled to any surplus accruing from a reletting. All rights, remedies and powers under this Lease shall be cumulative and shall be in addition to any rights, remedies, and powers provided at law or in equity.

(g) If Tenant shall be in default and Landlord, in its sole discretion, engages attorneys (i) to collect from Tenant amounts due and owing to Landlord; (ii) to enforce the provisions of this Lease or (iii) enable Landlord to exercise any remedy provided herein, Tenant shall be liable to Landlord for Landlord's reasonable attorney's fees and expenses, together with court costs, if any, incurred by Landlord.

18. **Additional Covenants of Tenant.** Tenant shall keep the Premises in a clean, safe and sanitary condition and shall comply with all present and future rules, regulations and standards of any national or regional fire protection association (or any other body exercising similar functions) and of insurance carriers and organizations providing insurance for Tenant or Landlord. Tenant shall not use, permit or suffer anything to be done in the Premises, including without limitation, the creation of odors, noise or vibrations, or anything to be brought into or kept in the Premises which occasions discomfort or annoyance to any other tenants or occupants of the Building, or which in Landlord's reasonable judgment may tend to interfere with the proper and economic operation of the Building by Landlord.

19. **Written Notice.** Written notice shall be deemed delivered by Landlord for purposes of this Lease when said notice is (i) mailed (certified) by Landlord to Tenant at the address of the Premises to the attention of Tenant, or such other address as Tenant may advise Landlord by written notice to address its mail, or (ii) hand-delivered to Tenant. Written notice shall be deemed delivered by Tenant for purposes of this Lease when said notice is (i) mailed (certified) to Landlord at: City Manager, City Hall, 171 N. Lake Avenue, Pahokee, FL 33476.

**No Modification.** This Lease is the parties' final expression of their agreement and a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can only be modified by a written instrument signed by Landlord and Tenant.

21. **Quiet Enjoyment.** So long as Tenant is not in default under this Lease, Tenant shall have the right to peaceful and quiet enjoyment of the Premises.

22. **Waiver of Rights.** No failure of Tenant or Landlord to exercise any power or right granted hereunder or to insist upon strict compliance by the other with its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the party's right to demand strict compliance with the provisions hereof at any other time.

**Entry by Landlord.** Landlord shall at all times have the right to enter the Premises to inspect the same, and to alter, improve or repair Premises and any portion of thereof, that Landlord may deem necessary, without abatement of rent, further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claims for inconvenience or quiet enjoyment of the Premises occasioned thereby.

~~Landlord shall not be liable for any damages, including consequential damages, to the Tenant or its property, or for any loss of business, or for any loss of profits, or for any loss of data, or for any loss of information, or for any loss of opportunity, or for any loss of reputation, or for any loss of goodwill, or for any loss of time, or for any loss of use, or for any loss of enjoyment, or for any loss of convenience, or for any loss of comfort, or for any loss of health, or for any loss of safety, or for any loss of peace of mind, or for any loss of honor, or for any loss of respect, or for any loss of dignity, or for any loss of status, or for any loss of credit, or for any loss of confidence, or for any loss of trust, or for any loss of friendship, or for any loss of affection, or for any loss of love, or for any loss of life, or for any loss of limb, or for any loss of sight, or for any loss of hearing, or for any loss of speech, or for any loss of smell, or for any loss of taste, or for any loss of touch, or for any loss of feeling, or for any loss of motion, or for any loss of power, or for any loss of strength, or for any loss of vigor, or for any loss of energy, or for any loss of vitality, or for any loss of youth, or for any loss of old age, or for any loss of wisdom, or for any loss of knowledge, or for any loss of skill, or for any loss of art, or for any loss of science, or for any loss of religion, or for any loss of morality, or for any loss of justice, or for any loss of equity, or for any loss of law, or for any loss of order, or for any loss of government, or for any loss of society, or for any loss of humanity, or for any loss of civilization, or for any loss of progress, or for any loss of improvement, or for any loss of benefit, or for any loss of pleasure, or for any loss of happiness, or for any loss of peace, or for any loss of quiet, or for any loss of repose, or for any loss of rest, or for any loss of sleep, or for any loss of food, or for any loss of drink, or for any loss of clothing, or for any loss of shelter, or for any loss of protection, or for any loss of security, or for any loss of safety, or for any loss of health, or for any loss of life.~~

24. **Compliance with Law, Environmental Hazards.** Tenant shall not permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated (collectively "Laws"). Tenant, at Tenant's expense, shall comply with all Laws which impose any duty with respect to the use, occupation or alteration of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant whether Landlord be a party thereto or not, that Tenant has violated Laws shall be conclusive of that fact as between the Landlord and Tenant. The Tenant agrees not to store in, on or outside of the Premises any hazardous materials of any type, as defined by any local, state or federal agency, or any other toxic, corrosive reactive or ignitable material. The Tenant agrees to document all hazardous waste disposal, if any, and to keep the same on file for five (5) years and to document the same by one of the following types of documentation: A hazardous waste manifest; a bill of lading from a bonded hazardous substance transporter showing shipment to a licensed hazardous waste facility; or a confirmation of receipt of material from a recycler, a waste exchange operation or other permitted hazardous waste management facility. Tenant agrees not to generate hazard effluent. Tenant agrees to allow reasonable access to facilities for monitoring of the above by Landlord and appropriate government authorities to assure compliance with the above as well as any other conditions relating to the use of the subject property.

25. **Surrender of Premises.** On the Termination Date or upon earlier cancellation of this Lease, Tenant shall remove all personal property from the Premises, surrender the Premises to Landlord in as good condition as the Premises were on the Commencement Date, ordinary wear and tear excepted and deliver all keys to the Premises, and the common areas and any other keys pertaining to the Premises to Landlord. No receipt of money by Landlord from Tenant after (i) termination of this Lease or (ii) the service of any notice of commencement of any suit or final judgment for possession shall reinstate, continue or extend the Term or affect any such notice, demand, suit or judgment. No act or thing done by Landlord or its agent during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it be made in writing and subscribed by a duly authorized officer or agent of Landlord.

**Holding Over.** If Tenant remains in possession of the Premises after the expiration of the Term without the written consent of Landlord, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions of this Lease in favor of Landlord except that (i) the monthly rent shall be double the installment of Annual Rent payable for the month immediately preceding said holding over, and (ii) Tenant will pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to timely surrender to Landlord possession of the Premises, and will indemnify and save Landlord harmless from and against all claims made by any succeeding tenant of the Premises against Landlord on account of delay of Landlord in delivering possession of the Premises to any succeeding tenant. The provisions of this paragraph shall not be construed as a consent by Landlord to the possession of the Premises by Tenant after the expiration of the Term, and shall not be deemed to limit or exclude any of Landlord's rights of re-entry or any other rights granted to Landlord hereunder or under law. If Tenant remains in possession of the Premises after the expiration of the Term, with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last installment of Annual Rent, plus all other charges payable hereunder, and upon all the terms hereof.

27. **Captions and Definitions.** The captions in this Lease are for convenience and reference only and shall not be deemed to be part of this Lease or construed as in any manner limiting any of the terms of this Lease. Whenever used herein and where the context requires, the singular shall include the plural, the plural shall include the singular and any gender shall include any other gender.

28. **Successors and Assigns.** This Lease shall inure to the benefit of and be binding upon Landlord and Tenant, their successors and assigns but shall only inure to the benefit of a tenant to whom an assignment by Tenant has been consented to in writing by Landlord as herein provided.

29. **Applicable Law, Construction.** This Lease shall be governed and interpreted in accordance with the laws of the State of Florida. In the event of any controversy, dispute, or contest over the meaning,

interpretation, validity, or enforceability of this Lease or any of its terms and conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion of it.

30. Litigation. In the event of any litigation between the parties, the prevailing party shall be entitled to collect costs and attorneys fees including attorney's fees on appeal. Venue shall be in Palm Beach County.

31. Mediation. In the event of any dispute between the parties, the parties agree to resolve said dispute by means of mediation, and as a condition precedent to the filing of any civil action. The parties shall bear the cost of mediation equally, and shall agree on the mediator to be used.

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TENANT

Okeechobee Land Company

Authorized signature

*Emilio Pagan*  
Print name

LANDLORD

City of Pahokee

*Wayne Whitaker*  
Wayne Whitaker, Mayor

Attest:

RAQUEL DIAZ, City Clerk

Approved as to form:

*Mimi McAndrews*  
MIMI MCANDREWS, City Attorney

check # 3416 rec'd  
\$1,250 deposit m/c/m

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