

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting

Tuesday, December 12, 2023, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Keith W. Babb, Jr., Mayor
Clara Murvin, Vice Mayor
Derrick Boldin, Commissioner
Juan Gonzalez, Commissioner
Sara Perez, Commissioner

CITY STAFF:

Rodney D. Lucas, City Manager
Tijauna Warner, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Joseph R. Martin, Interim Director of Finance

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS**
- E. PUBLIC COMMENTS / PUBLIC SERVICE ANNOUNCEMENTS / PRESENTATIONS / PROCLAMATIONS**

(This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing the Commission, state your name and address for the record)

- 1. Treasure Coast Regional Planning Council - Evaluation and Appraisal Review (EAR) and update City's Comprehensive Plan
- 2. Aaron Taylor, Arc Development, One North Lake Project
- 3. Annie Ifill, Healthier Glades, Community Events
- 4. City of Pahokee 4th Quarter Financial Report

- F. CONSENT AGENDA**

- 1. October 24, 2023 City Commission Meeting Minutes
- 2. November 13, 2023 Special Meeting Minutes

- G. OLD BUSINESS** *(discussion of existing activities or previously held events, if any)*

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

- A. ORDINANCE 2023 - 08 *(first reading)* AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING A POLICY FOR THE DISPOSAL OF CITY-OWNED SURPLUS PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.

- I. RESOLUTION(S)**

- A. RESOLUTION 2023 - 73 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024 MUNICIPAL ELECTION(S) VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY SUPERVISOR OF ELECTIONS IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS PROVIDING FOR AN EFFECTIVE DATE.
- B. RESOLUTION 2023 - 74 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS BETWEEN QUALIFIED APPLICANTS AND THE CITY OF PAHOKEE FOR THE COVID-19 RESIDENTIAL UTILITIES AND RENTAL ASSISTANCE PROGRAM AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

C. RESOLUTION 2023 -75 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY, FOR THE PURPOSE OF FLEET MANAGEMENT SERVICES, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

J. NEW BUSINESS *(presentation by city manager of activity or upcoming event, if any)*

1. January 9, 2024 City Commission Meeting Cancellation due to PBC Day 2024
2. Discussion and direction on Representative Rick Roth's recent request for an audit

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

M. REPORT OF THE CITY ATTORNEY

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

O. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER *(community events, feel good announcements, if any)*

P. ADJOURN

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda or non-agenda item must complete the “Request for Appearance and Comment” form and present completed form to the City Clerk prior to commencement of the meeting.

Should any person seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting, such person will 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. Reference: Florida Statutes 286.0105)

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting City Clerk Tijauna Warner at Pahokee City Hall, 207 Begonia Dr. Pahokee, FL 33476 Phone: (561) 924-5534. If hearing impaired, telephone the Florida Relay Service Number, 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statutes 286.26).

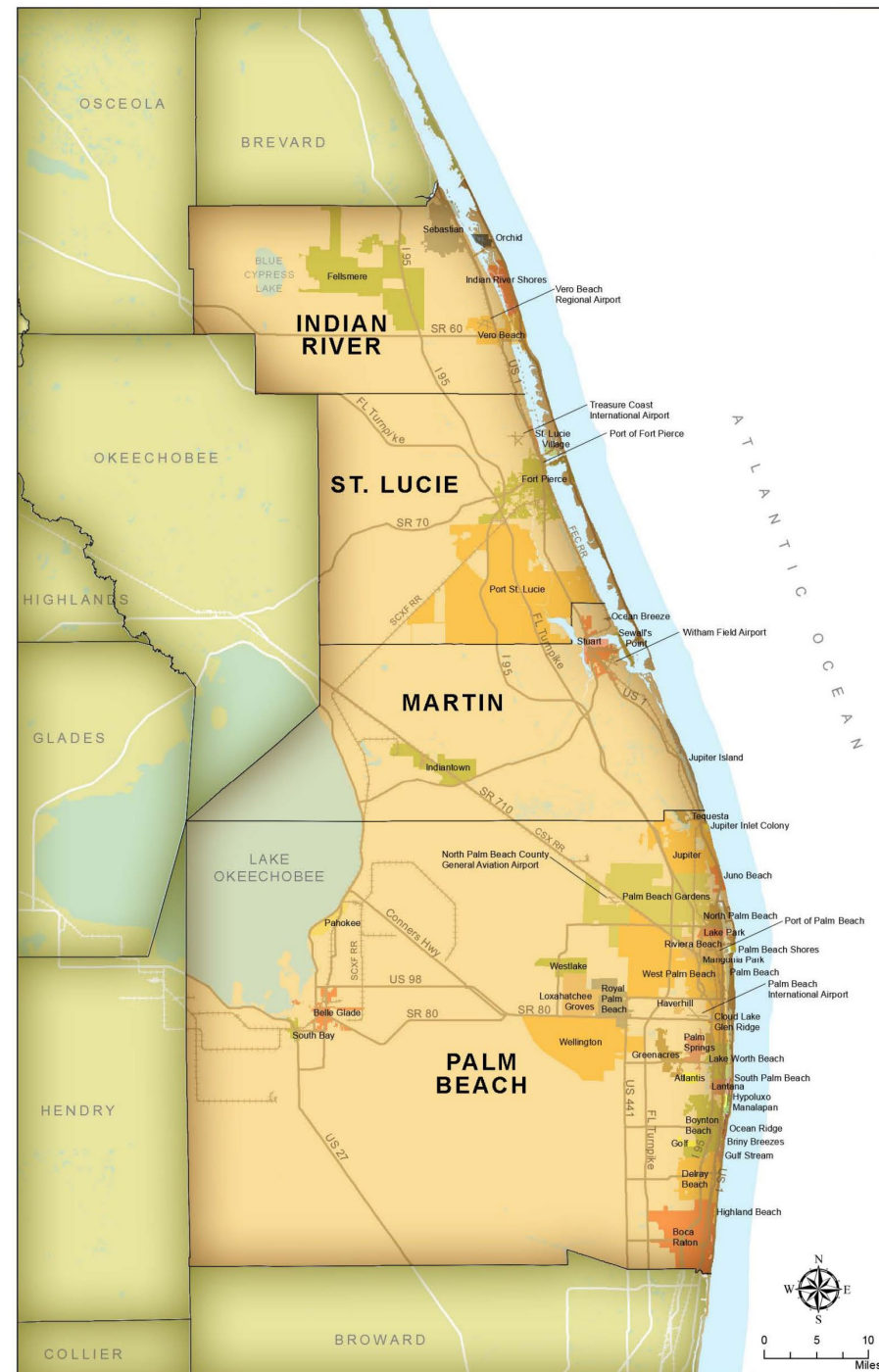


Evaluation and Appraisal Report (EAR)

*Tuesday, December 12, 2023
Treasure Coast Regional Planning Council*

Treasure Coast Regional Planning Council

- One of 10 RPC's Statewide
- Four counties
- 52 Municipalities
- 2.1 million people
- 3,700 square miles
- Provide Technical Assistance to Local Governments



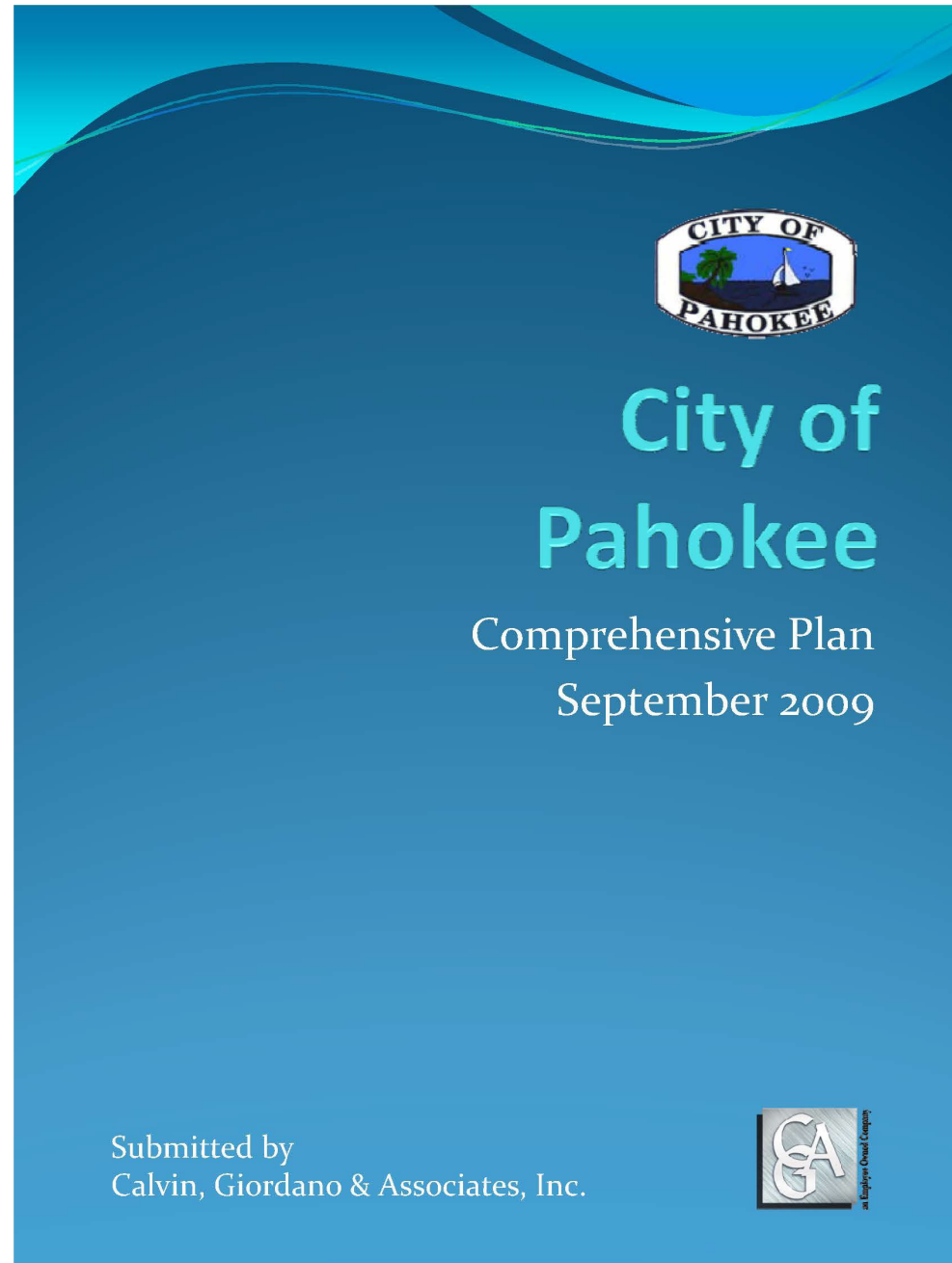
Section E, Item 1.



The Evaluation and Appraisal Report (EAR) is a Review of the Comprehensive Plan

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—(1) **The comprehensive plan shall provide the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area** that reflects community commitments to implement the plan and its elements.

Section E, Item 1.



Required Elements

- ✓ Future Land Use Element
 - ✓ Transportation
 - ✓ Infrastructure (Sanitary Sewer, Solid Waste, drainage, potable water, natural ground water)
 - ✓ Conservation (natural resources)
 - ✓ Recreation and open space
 - ✓ Housing
 - ✓ Coastal Management
 - ✓ Intergovernmental Coordination
 - Private Property Rights
-
- Optional
 - Public Schools Facilities



City of Pahokee

Comprehensive Plan
September 2009

Submitted by
Calvin, Giordano & Associates, Inc.



EAR Process and Objectives

Section E, Item 1.

- Updates needed due to Legislative Changes
- Issues of Local Concern
- Public Outreach Process to Learn about Other Issues Important to the Community



Notified FloridaCommerce June 27, 2023
We have 1 YEAR to complete!

Legislative Consistency

Section E, Item 1.

- Review Florida Statutes and Compare with all Comprehensive Plan Elements to Ensure Consistency
- Identify areas that might need updates (e.g., Property Rights Element)
- Update data
- Update Maps

Statutory Changes to the Community Planning Act

Chapter 163, Part II, Florida Statutes: 2010-2023

Examples

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—(1) The comprehensive plan shall provide the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements. These principles and strategies shall guide future decisions in a consistent manner and shall contain programs and activities to ensure comprehensive plans are implemented.

163.3177(5)(a) Each local government comprehensive plan must include at least two planning periods, one covering at least the first 10-year period occurring after the plan's adoption and one covering at least a 20-year period. Additional planning periods for specific components, elements, land use amendments, or projects shall be permissible and accepted as part of the planning process.

Recommend Changes to the Goals, Objectives, and Policies

2023 Legislative Changes

Section E, Item 1.

These are Pieces of Legislation That Warrant Our Attention



LIVE LOCAL ACT of 2023 (aka SB 102)

State Housing Strategy - Statement of Legislative Intent

It is the intent of this act to articulate a state housing strategy that will carry the state toward the goal of ensuring that each Floridian has safe, decent, and affordable housing. This strategy must involve state and local governments working in partnership with communities and the private sector and must involve financial, as well as regulatory, commitment to accomplish this goal. [420.0003(1) – pg. 67 SB102]

Septic to Sewer Bill (aka HB 1379)

An Act Relating to Environmental Protection; Revising the Required Components of a Local Government Comprehensive Plan Capital Improvements Element and General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element [Excerpt from Introduction to the Bill]



PUBLIC WORKS

Community Input



City of
PAHOKEE
FLORIDA

Section E, Item 1.



Next Steps

- Get Input and Direction Elected Officials, City Employees, Citizens
- Launch Survey
- Assemble Public Input
- Begin to Gather Data
- Create Maps
- Review Plan
- Town Hall in January 2024

Stephanie Heidt, AICP
*Economic Development &
Intergovernmental Programs Director*

**Treasure Coast Regional
Planning Council**

772.221.4060 sheidt@tcrpc.org

CITY OF PAHOKEE



MINUTES

City Commission Regular Meeting
Tuesday, October 24, 2023, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Keith W. Babb, Jr., Mayor
Clara Murvin, Vice Mayor
Derrick Boldin, Commissioner
Juan Gonzalez, Commissioner
Sara Perez, Commissioner

CITY STAFF:

Rodney D. Lucas, City Manager
Tijauna Warner, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Joseph R. Martin, Interim Director of Finance

[TENTATIVE: SUBJECT TO REVISION]

MINUTES

A. CALL TO ORDER

The meeting was called to order by Mayor Babb at 6:10 PM.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor Murvin led the invocation, followed by the Pledge of Allegiance.

C. ROLL CALL

PRESENT

Mayor Keith W. Babb, Jr.

Vice Mayor Clara Murvin

Commissioner Derrick Boldin

Commissioner Juan Gonzalez

Commissioner Sara Perez (*via telephone*)

Rodney D. Lucas, City Manager

Burnadette Norris-Weeks, City Attorney

Jongelene Adams, Director of Community Economic Development

D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS

Mr. Lucas requested adding Emergency Resolution 2023 - 68 to the agenda.

Motion made by Vice Mayor Murvin to approve adding Emergency Resolution 2023 - 68 to the agenda, Seconded by Commissioner Boldin. Mayor Babb called for questions. A discussion ensued.

Motion made by Commissioner Gonzalez to table the Emergency Resolution 2023 - 68, Second by Commissioner Perez. Mayor Babb called for questions. Motion failed 2-3.

Voting Yea: Commissioner Gonzalez, Commissioner Perez

Voting Nay: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin

Motion passed 3-2 adding Emergency Resolution 2023 - 68.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin

Voting Nay: Commissioner Gonzalez, Commissioner Perez

E. PUBLIC COMMENTS / PUBLIC SERVICE ANNOUNCEMENTS / PRESENTATIONS / PROCLAMATIONS

(This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing the Commission, state your name and address for the record)

Public comments were provided by Thelma Freeman (*non-resident*), Loletha Kimes (*resident*), Shelia Williams (*resident*), Isabella McDonald (*resident*), Corey Wilkerson (*non-resident*), and Robert Love (*non-resident*).

1. Florida League of Cities John Land Years of Service Award Mayor Keith W. Babb, Jr.
- Eryn Russell, Membership Programs Specialist

Ms. Erin Russell presented Mayor Keith W. Babb, Jr with the Florida League of Cities John Land Years of Service Award.

2. Proclamation - Honoring Mr. Alvin "AJ" Johnson for 35 Years of Service

Mrs. Norris-Weeks read the Proclamation Honoring Mr. Alvin "AJ" Johnson for 35 Years of Service into the record.

Motion made by Commissioner Boldin to approve the Proclamation Honoring Mr. Alvin "AJ" Johnson for 35 Years of Service, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

City Commission present Mr. Alvin "AJ" Johnson with the Proclamation Honoring him for 35 Years of Service.

3. October Business of the Month - Riguez Barbershop

Mrs. Norris-Weeks read October Business of the Month Certificate into the record.

Commissioner Boldin presented Riguez Barbership with the October Business of the Month Certificate.

4. AECOM - Mr. Daniel J. Levy, P.G. and Dr. Byron Winston

Mr. Levy and Dr. Winston presented information about AECOM to the City Commission and a discussion ensued.

F. CONSENT AGENDA

Motion made by Commissioner Boldin to approve consent agenda items, Seconded by Vice Mayor Murvin. Mayor Babb called for questions. A discussion ensued.

Motion made by Commissioner Perez to seporate consent agenda items, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. Motion failed (2-3).

Voting Yea: Commissioner Gonzalez, Commissioner Perez

Voting Nay: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin

1. October 10, 2023 City Commission Meeting Minutes
2. RESOLUTION 2023 - 65 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE PAHOKEE MIDDLE/SENIOR HIGH SCHOOL 2023 HOMECOMING PARADE AND AUTHORIZING AN APPLICATION FOR A PARADE PERMIT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner Boldin to approve consent agenda items, Seconded by Vice Mayor Murvin. Mayor Babb called for questions. Motion passed (4-1).

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez

Voting Nay: Commissioner Perez

G. OLD BUSINESS (*discussion of existing activities or previously held events, if any*)

None.

H. PUBLIC HEARINGS AND/OR ORDINANCES

1. ORDINANCE 2023 - 07 (second reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, SECTION 2-26(F)(1) OF THE CITY OF PAHOKEE'S CODE OF ORDINANCES ENTITLED "CITY COMMISSION DISCUSSION" TO LIMIT DEBATE TO TWO MINUTES WITH AN OPPORTUNITY FOR A ONE (1) MINUTE REBUTTAL; AMENDING ARTICLE II, SECTION 2-26 (G)(1) ENTITLED "CITIZEN'S RIGHTS" TO PROHIBIT YIELDING TIME TO ANOTHER SPEAKER; RENUMBERING AND REORDERING AS NECESSARY; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris- Weeks read Ordinance 2023 - 07 into the record.

Mr. Lucas gave a brief explanation of Ordinance 2023 - 07.

Public Hearing Opened 8:18p.m.

Public Hearing Closed 8:19p.m.

Motion made by Commissioner Boldin to approve Ordinance 2023 - 07, Seconded by Vice Mayor Murvin. Mayor Babb called for questions. A discussion ensued. Motion passed (3-2).

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin

Voting Nay: Commissioner Gonzalez, Commissioner Perez

I. RESOLUTION(S)

- A. RESOLUTION 2023 - 66 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS BETWEEN QUALIFIED APPLICANTS AND THE CITY OF PAHOKEE FOR THE COVID-19 RESIDENTIAL UTILITIES AND RENTAL ASSISTANCE PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 66 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 66.

Motion made by Vice Mayor Murvin to approve Resolution 2023 - 66, Seconded by Commissioner Boldin. Mayor Babb called for questions. A discussion ensued.

Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin,
Commissioner Gonzalez, Commissioner Perez

- B. RESOLUTION 2023 - 67 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA RATIFYING THE CITY MANAGER'S EXECUTION OF AMENDMENT NO. 1 TO GRANT AGREEMENT NO. L2104 BETWEEN THE CITY OF PAHOKEE AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 67 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 67.

Motion made by Commissioner Boldin to approve Resolution 2023 - 67, Seconded by Vice Mayor Murvin. Mayor Babb called for questions. Motion passed (4-1).

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin,

Commissioner Gonzalez
Voting Nay: Commissioner Perez

- C. RESOLUTION 2023 – 68 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH H. KELLY MARINE LLC FOR EMERGENCY REPAIR SERVICES PERTAINING TO MARINA DOCKS D, E AND F PURSUANT TO A CERTAIN CONSENT ORDER AND TEMPORARY USE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND THE CITY OF PAHOKEE, FLORIDA; APPROVING THE AMENDMENT FOR THE PROVISION OF ELECTRICAL WORK TO BE PERFORMED CONSISTENT WITH EXHIBIT “1” HERETO AND AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 68 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 68.

Motion made by Vice Mayor Murvin to approve Resolution 2023 - 68, Seconded by Commissioner Boldin. Mayor Babb called for questions. Motion passed (3-2)

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin

Voting Nay: Commissioner Gonzalez, Commissioner Perez

J. NEW BUSINESS (*presentation by city manager of activity or upcoming event, if any*)

1. Discussion and direction of AECOM Potential Proposal

Mayor Babb advised it will be discussed under the City Manager's Report.

K. REPORT OF THE MAYOR

Mayor Babb thanked the Florida League of Cities for the John Land Years of Service Award and announced the Read for the Record.

L. REPORT OF THE CITY MANAGER

Mr. Lucas asked for consenses for a Special Meeting to be schedule November 13, 2023 at 6:00pm. He gave a brief updated on Everglades Townhomes, marina floating docks repair, Glades Citizens Villas, swimming pool, and Capital Improvements.

M. REPORT OF THE CITY ATTORNEY

None.

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

None.

O. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER (*community events, feel good announcements, if any*)

Commissioner Gonzalez expressed concerns about receiving documents on the dais.

Commissioner Boldin thanked everyone for attending and watching the city's channel.

Vice Mayor Murvin congratulated Mayor Babb on receiving the Florida League of Cities John Land Years of Service Award. She inquired about the next step with blighted buildings and business upkeep.

Mrs. Norris-Weeks advised the properties receives liens and explained the process.

Commissioner Perez expressed concerns about the process and wants the city to work with the owners.

P. ADJOURN

Motion made by Vice Mayor Murvin to adjourn the meeting, Seconded by Commissioner Boldin. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

There being no further business to discuss, Mayor Babb adjourned the meeting at 9:24 PM.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, CMC, City Clerk

CITY OF PAHOKEE



MINUTES

City Commission Special Meeting

Monday, November 13, 2023, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Keith W. Babb, Jr., Mayor
Clara Murvin, Vice Mayor
Derrick Boldin, Commissioner
Juan Gonzalez, Commissioner
Sara Perez, Commissioner

CITY STAFF:

Rodney D. Lucas, City Manager
Tijauna Warner, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Joseph R. Martin, Interim Director of Finance

[TENTATIVE: SUBJECT TO REVISION]

MINUTES

A. INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor Murvin called the meeting to order at 6:05 PM. She led the invocation, followed by the Pledge of Allegiance.

B. ROLL CALL

PRESENT

Mayor Keith W. Babb, Jr. (via telephone)
Commissioner Clara Murvin
Commissioner Sara Perez
Commissioner Derrick Boldin
Rodney D. Lucas, City Manager
Samour Suckram, Acting City Attorney
Nylene Clarke, Deputy Clerk

ABSENT

Commissioner Juan Gonzalez

C. TOPIC

Public comments were provided by Leticia Kelly, Alexandra Brookings, Loletha Kimes, Robert Love, Vaughn Jones, Former Commissioner Regina Bohlen, Thelma Freeman, Isabelle McDonald, and Yarnell Williams.

1. **RESOLUTION 2023 - 69 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CITY OF PAHOKEE'S ANNUAL CHRISTMAS PARADE.**

The resolution was read into the record by Acting City Attorney Suckram and explained by Mr. Lucas.

Motion made by Commissioner Boldin to approve Resolution 2023 - 69. Duly seconded by Commissioner Perez and passed unanimously.

Voting Yea: Mayor Babb, Commissioner Murvin, Commissioner Perez, Commissioner Boldin

2. **RESOLUTION 2023 - 70 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CITY OF PAHOKEE'S ANNUAL MARTIN LUTHER KING, JR. PARADE.**

The resolution was read into the record by Acting City Attorney Suckram and explained by Mr. Lucas.

Motion made by Commissioner Boldin to approve Resolution 2023 - 70. Duly seconded by Commissioner Perez and passed unanimously.

Voting Yea: Mayor Babb, Commissioner Murvin, Commissioner Perez, Commissioner Boldin

3. **RESOLUTION 2023 - 71 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING BUDGET AMENDMENT NO. 1 IN THE AMOUNT OF \$104,833.00 FOR FISCAL YEAR 2022-2023, SET FORTH IN COMPOSITE EXHIBIT "A" ATTACHED HERETO; PROVIDING**

FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

The resolution was read into the record by Acting City Attorney Suckram and explained by Mr. Lucas. Discussion ensued.

Motion made by Commissioner Boldin to approve Resolution 2023-71. Duly seconded by Vice Mayor Murvin and passed 3-1.

Voting Yea: Mayor Babb, Commissioner Murvin, Commissioner Boldin

Voting Nay: Commissioner Perez

4. RESOLUTION 2023 – 72 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING CHANGE ORDER NO. 24, AS SET FORTH IN EXHIBIT “A”, PERTAINING TO RESOLUTION #2021-02 AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT FUNDING AWARD, CONTRACT G-1753, FM# 442030-01-54-1 IN CONNECTION WITH THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

The resolution was read into the record by Acting City Attorney Suckram and explained by Mr. Lucas. Discussion ensued.

Motion made by Commissioner Boldin to approve Resolution 2023 -72. Duly seconded by Vice Mayor Murvin and passed 3-1.

Voting Yea: Mayor Babb, Commissioner Murvin, Commissioner Boldin

Voting Nay: Commissioner Perez

5. ORDINANCE 2023 - 08 (*first reading*) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING A POLICY FOR THE DISPOSAL OF CITY-OWNED SURPLUS PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.

The ordinance was read into the record by Acting Attorney Suckram and explained by Mr. Lucas. Discussion ensued.

Public Hearing opened at 7:08 PM and hearing none, it closed at 7:08 PM.

Motion made by Commissioner Boldin to table Ordinance 2023 - 08 (First Reading).

Duly seconded by Commissioner Perez and passed unanimously.

Voting Yea: Mayor Babb, Commissioner Murvin, Commissioner Perez, Commissioner Boldin

D. ADJOURN

There being no further business to discuss, Vice Mayor Murvin adjourned the meeting at 7:26 PM.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Deputy Clerk

ORDINANCE NO. 2023 - 08**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING A POLICY FOR THE DISPOSAL OF CITY-OWNED SURPLUS PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Section 166.021(1), Florida Statutes, municipalities have the power and authority to acquire and dispose of real property and other property declared surplus for a valid municipal purpose; and

WHEREAS, the City Commission of the Pahokee ("City Commission") desires to establish a policy for the disposal of city-owned surplus property determined obsolete or for which the continued use is uneconomical or inefficient, or which serves no useful function; and

WHEREAS, the City Commission further desires to establish a policy wherein the City of Pahokee can account for the sale, trade, donation and/or conveyance of real property and other property declared surplus; and

WHEREAS, any property owned by the City which has become obsolete, or which has outlived its usefulness, or which has become inadequate for the public purposes for which it was intended, or which is no longer needed for public purposes, may be declared surplus property.

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2.

The City Commission of the City of Pahokee hereby declares that any property owned by the City which has become obsolete, or which has outlived its usefulness, or

which has become inadequate for the public purposes for which it was intended, or which is no longer needed for public purposes, may be disposed of in accordance with the procedures set forth herein.

Section 3.

The City Commission desires to dispose of property in accordance with the following procedures:

1. The City Manager, after evaluation and good faith analysis, shall advise the City Commission in a written memorandum reasons why certain property should be declared surplus property.
2. Once the City Manager prepares a written Memorandum addressed to the Commission, a surplus Resolution shall be prepared by the City Attorney and shall be placed on the next available City Commission Meeting Agenda.
3. Under no circumstances may the City Manager dispose of City-owned property in the absence of a Resolution of the City Commission deeming the subject property as surplus property.
4. The City Manager shall then determine the most appropriate method to dispose of surplus items and report the decision at the next regular City Commission meeting. Such methods may include, but shall not be limited to, the following:
(a) Annual surplus equipment sale; (b) Sale; (c) Trade; (d) Donation.
5. The City Manager may require a surety bond for certain property, as the City Manager may deem appropriate.
6. The City Manager shall then advertise in a newspaper of general circulation that the disposal the surplus will be awarded by sealed bid or auction and awarded to the highest bidder. The City Manager may reject any and all bids as he/she deems appropriate.
7. Proceeds from the sale of the property shall go into the general fund of the City, unless the equipment was acquired by utilizing police forfeiture funds.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion in Code.

It is hereby the intention of the Commission of the City of Pahokee and it is hereby provided that the provisions of this Ordinance may become and be made a part of the Code of Pahokee, Florida.

Section 6. Conflict and Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith are hereby repealed.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon final passage.

PASSED FIRST READING this 12th day of December 2023.

PASSED SECOND READING this 23rd day of January 2023.

ATTEST:

Keith W. Babb, Jr., Mayor

By: _____
Tijauna Warner, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Boldin	_____ (Yes)	_____ (No)
Commissioner Gonzalez	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Rodney D. Lucas, City Manager

FROM: Tijauna Warner, City Clerk

SUBJECT: Palm Beach County SOE Agreement

DATE: December 4, 2023

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee and the Supervisor of Elections desire to work together on municipal elections and to allocate certain responsibilities and expenses between the parties for the municipal elections.

BUDGET IMPACT:

Yes

LEGAL NOTE:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2023 - 73.

ATTACHMENTS:

Resolution 2023 – 73

Palm Beach County SOE Agreement

RESOLUTION 2023 - 73

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024 MUNICIPAL ELECTION(S) VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY SUPERVISOR OF ELECTIONS IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee and the Supervisor of Elections desire to work together on municipal elections and allocate certain responsibilities and expenses between the parties for upcoming 2024 municipal elections; and,

WHEREAS, the Supervisor of Elections of Palm Beach County and the City of Pahokee desire to enter into an agreement with the terms set forth in Exhibit "A" hereto.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission hereby authorizes and directs the City Manager to execute the attached Agreement with the Palm Beach County Supervisor of Elections, attached hereto as Exhibit "A."

SECTION 3. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and passage.

PASSED and ADOPTED this 12th day of December, 2023.

Keith W. Babb, Jr., Mayor

ATTESTED:

Tijauna Warner, CMC, City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Burnadette Norris-Weeks, City
Attorney

Mayor Babb _____
Vice Mayor Murvin _____
Commissioner Boldin _____
Commissioner Gonzalez _____
Commissioner Perez _____

Exhibit "A"

**2024 MUNICIPAL ELECTION
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

(ATTACHED)



2024 MUNICIPAL ELECTION(S) VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and _____, **Florida** (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of MUNICIPALITY’S Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Uniform Municipal Election during calendar year 2024, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations (Exhibit “A”).

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (Exhibit “A”).

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training in accordance with Exhibit “A”.

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibits “A” and “B”. Where MUNICIPALITY holds elections in conjunction with the Presidential Preference Primary, the Fee Schedule in Exhibit “A” controls. In all other situations, Run-Off Election and Stand-Alone Election Fee Schedules set forth in Exhibit “B” control. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained in Exhibits “A” and “B” are subject to change.

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE’s warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Elections. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes in both English and Spanish and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising. If additional advertisements are required by the MUNICIPALITY’S charter, ordinance(s) or resolution(s), MUNICIPALITY shall be responsible for preparing and arranging for publication of all such legal advertising which is not already satisfied under state and federal statutes. MUNICIPALITY shall be responsible for the accurate and complete translation of any such advertisements.

7.2 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (See Section 99.095(3), Florida Statutes.) If the candidate reaches the required number of signatures, SOE will continue to verify timely submitted signed petitions until the candidate indicates in writing to stop verification.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer if the MUNICIPALITY’S races cause the ballot to add an additional page, in which case

MUNICIPALITY shall be responsible for the costs of the additional page. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Presidential Preference Primary, including any additional pages required for MUNICIPALITY'S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for the cost of providing any translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will also be responsible for reimbursing SOE for any and all costs incurred in accordance with the fee schedule shown in Exhibit "B".

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall pay poll workers directly for their services.

10.3 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY shall pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers which, as of

the Effective Date hereof, is set forth in Exhibit “B”. If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.

ARTICLE 11 – SELECTION OF POLLING PLACES

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election, MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS

12.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall prepare, proof and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s)(including the order of appearance on the ballot), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information.

12.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, SOE *shall not* create or mail sample ballots. If MUNICIPALITY wishes to create a sample ballot, SOE will post it on SOE’s website.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, facilitate voter signature cures, accommodate public inspection of Vote-By-Mail ballot mailing envelopes and voter certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Florida Statute 101.68.

In the event of a run-off election and for all stand-alone municipal elections, if MUNICIPALITY doesn’t use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which the MUNICIPALITY’s Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present

for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit “A”).

14.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, the SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup in accordance with the fee schedule set forth in Exhibit “B”.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, if MUNICIPALITY doesn’t use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY’s Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this Agreement but both parties agree to work toward recording voter history in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

To the extent permitted by law, MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses, including but not limited to administrative challenges, civil suits or other legal challenges or appeals that may arise from the contest of election results or the validation of any candidate qualifications, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. Except for negligent acts of SOE in performance of this agreement, MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any

judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by the MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

EXHIBIT “A”

Palm Beach County Supervisor of Elections
Schedule of Municipal Election Fees
Presidential Preference Primary and Municipal Elections
2024

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total (small municipality \leq 2k registered voters = \$600)	\$750.00
VBM Services Other Than Required for PPP	
VBM Ballot Services – Per Ballot Processed	\$6.91/Ballot
VBM Return Mail Postage Costs – Actual Cost	TBD
Unanticipated Costs	TBD

EXHIBIT “B”

Palm Beach County Supervisor of Elections
Schedule of Municipal Run-Off/Stand-Alone Election Fees
Presidential Preference Primary and Municipal Elections
2024

General Municipal Run-Off/Stand-Alone Election Services	Estimated Costs
Vote-by-Mail Ballot Services	\$7.11/Ballot
Run-Off/Stand-Alone Election Day Services	\$7,195.66
Precinct Services (per precinct)	\$596.24
Accounting/Billing	\$141.36
Polling Location Inspection (if applicable)	\$ 66.53
POLL WORKER PAY Early Voting hourly rate: Site Supervisor: \$19/hour Assistant Site Supervisor: \$17/hour Inspector: \$15/hour Election Day lump sum*: Clerk: \$390.00 Assistant Clerk: \$250.00 VST: \$305.00 Inspector: \$230.00 Precinct Deputy: \$200.00 Standby Poll Worker (deployed by SOE): Paid at rate for the position which they are trained *Rate of pay is a lump sum that includes training and election day. The Clerk and VST pay rate also includes Monday set-up. Any additional items requested by the municipality will be invoiced separately	TBD
On call support (\$2500 range)	Invoiced by Vendor TBD
VBM Return Postage Fees	\$.60

*Itemized invoices will be provided in the event of a run-off election.



MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Lakeria Phillips, Clerk Specialist

SUBJECT: American Rescue Plan Act Fund Allocation – Rental/ Water Assistance

DATE: December 6, 2023

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee has instituted a Residential Utilities and Rental Assistance Program to provide grants benefiting residents in need of rental and or water assistance within the City.

The City of Pahokee has received an allocation of \$3,162,890. The funds were received in two transactions of \$1,581,445. FY2022-23, with a program allocation of \$225,000 to cover up to \$1,500 per qualifying household/ renter.

In this third batch, the City is seeking approval to award 4 qualifying residents for approved rental/water assistance (Exhibit A attached – Resident Spreadsheet).

BUDGET IMPACT: ARPA funds were received in the amount of \$3,162,890. Revised allocation remains \$225,000 and will be allocated towards Residential Utilities and Rental Assistance Program up to \$1,500 per qualifying household/ renter. Requesting approval for 4 qualifying residents totaling \$3,534.63.

LEGAL NOTE: N/A

STAFF RECOMMENDED MOTION:

CED recommend approval of Resolution 2023 - 74.

ATTACHMENTS:

Resolution 2023 – 74

RESOLUTION NO. 2023 - 74

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS BETWEEN QUALIFIED APPLICANTS AND THE CITY OF PAHOKEE FOR THE COVID-19 RESIDENTIAL UTILITIES AND RENTAL ASSISTANCE PROGRAM AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee ("City") has instituted a COVID-19 Emergency Rental Assistance Program ("Program") as a part of the American Rescue Plan Act city initiative; and

WHEREAS, four (4) applicants ("Grantees") have qualified for the program and will be invited to execute Grant Agreements. The applicants are set forth in attached Exhibit "A"; and

WHEREAS, the City has budgeted funds to provide grants benefiting Pahokee residents who desire utility and rental assistance, as a part of the City's COVID-19 Emergency Rental Assistance Program, in an amount not to exceed Two-Hundred Twenty-Five Thousand Dollars (\$225,000); and

WHEREAS, the Grantees are required to provide the necessary documents for program participation; and

WHEREAS, the City of Pahokee City Commission desires to approve a total of Three Thousand Five Hundred Thirty-Four Dollars and 63/100 (\$3,534.63) for four (4) qualified applicants for the Program.

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

Section 1. **Adoption of Representations.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. **Approval of Applications.** The City Commission of the City of Pahokee hereby grants approval and acceptance of four (4) applications for grant agreements for residential utilities for the City's COVID-19 Emergency Rental Assistance Program, as set forth in Exhibit "A" attached hereto.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 12th day of December, 2023.

ATTEST:

Keith W. Babb, Jr., Mayor

By: _____
Tijauna Warner, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Boldin	_____ (Yes)	_____ (No)
Commissioner Gonzalez	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

EXHIBIT “A”

RENTAL/ WATER ASSISTANCE

ARPA Rental and Utilities (Water) Assistance-Exhibit A

Last Name	First Name	Resident Address	Landlord Verified	Funds Requested	Rental Approved	Utilities Approved	Total
Wimberly	Javoris	707 McClure Rd	Yes	\$ 1,920.00	\$ 1,000.00		\$ 1,000.00
Britton	Cassandra	720 Rickey Jackson Blvd	Yes	\$ 2,000.00	\$ 1,000.00		\$ 1,000.00
Johnson	Kaliyah	164 Adams Pl Apt 5	Yes	\$ 1,034.63	\$ 850.00	\$ 184.63	\$ 1,034.63
Hopson	Clarence	733 Rickey Jackson Blvd	Yes	\$ 834.60	\$ -	\$ 500.00	\$ 500.00

\$ 5,789.23 \$ 2,850.00 \$ 684.63 \$ 3,534.63



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Rodney D. Lucas, City Manager

FROM: Office of the City Clerk

SUBJECT: First Amendment to Amended and Restated Interlocal Agreement R2019-0207

DATE: November 30, 2023

GENERAL SUMMARY/BACKGROUND:

On February 5, 2019, the City of Pahokee and Palm Beach County entered into an Amended and Restated Interlocal Agreement (R2019-0207), which set forth the terms and conditions for all fleet management services, amended and restated, in its entirety, and replaced, the 2009 Interlocal Agreement. The Parties wish to set forth the consideration for the First Amendment to Amended and Restated Interlocal Agreement R2019-0207.

BUDGET IMPACT:

Yes

LEGAL NOTE:

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2023 – 75.

ATTACHMENTS:

Resolution 2023 - 75

RESOLUTION 2023 - 75

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY, FOR THE PURPOSE OF FLEET MANAGEMENT SERVICES, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 15, 2009, the Palm Beach County ("County") and the City of Pahokee ("City") entered into an Interlocal Agreement (R2009-2132), that was subsequently amended by the First Amendment to Interlocal Agreement (R2014-1816) on December 2, 2014 (Collectively the 2009 Interlocal Agreement) setting forth the terms and conditions by which the County would provide fuel management services to the City; and

WHEREAS, on February 5, 2019, the parties entered into an Amended and Restated Interlocal Agreement (R2019-0207), which set forth the terms and conditions for all fleet management services, amended and restated, in its entirety, and replaced, the 2009 Interlocal Agreement; and

WHEREAS, the parties now desire to enter into the First Amendment to Amended and Restated Interlocal Agreement R2019-0207 to include language that will continue the term through February 5, 2029 with a renewal option; modify the Agreement to add a provision that "fuel may only be dispensed into vehicles owned by the City and operated by City employees" and further state that "fuel may not be dispensed into privately owned vehicles under any circumstances"; and

WHEREAS, the amendment also makes clear that neither party will assume liability for acts, omissions and negligence of the other party and allows for termination of the Agreement by either party, with or without cause to take effect sixty (60) days from the receipt of notice, but states that "in the event of termination by either the County or the City, the City will not be reimbursed for any contributions to the Vehicle Replacement Fund" and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") finds that entering into the First Amendment to Amended and Restated Interlocal Agreement R2019-0207 is in the best interest of the city and its residents.

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

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirm as being true, and the same are hereby made a specific part of this resolution.

Section 2. Authorization of Mayor. The City Commission of the City of Pahokee hereby authorizes the Mayor to enter into the First Amendment to Amended and Restated Interlocal Agreement R2019-0207 between the City of Pahokee and Palm Beach County, attached hereto as Exhibit “A.” The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 12th day of December 2023.

ATTEST:

Keith W. Babb, Jr., Mayor

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: _____

Seconded By: _____

Vote:

Commissioner Boldin
Commissioner Gonzalez
Commission Perez
Vice Mayor Murvin
Mayor Babb

____(Yes) ____ (No)
____(Yes) ____ (No)
____(Yes) ____ (No)
____(Yes) ____ (No)
____(Yes) ____ (No)

EXHIBIT “A”

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL
AGREEMENT R2019-0207**

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Amended and Restated Interlocal Agreement R2019-0207, dated February 5, 2019, is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as “County”), and the City of Pahokee, a municipal corporation (hereinafter referred to as “City”).

In consideration of the mutual promises contained herein, the County and the City agree as follows:

1. The term of the Agreement is renewed beginning on February 5, 2024 and continuing through February 5, 2029, pursuant to the exercise of the renewal option for five (5) years.
2. Section 3 of the Agreement is hereby modified to add the following:

SECTION 3: UNLEADED/DIESEL FUEL

3.07 No Privately Owned Vehicles. Fuel may only be dispensed into vehicles owned by the City and operated by City employees. Fuel may not be dispensed into privately owned vehicles under any circumstances.

3. Section 8 is deleted in its entirety and replaced with the following:

SECTION 8: LIABILITY

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or City pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the City shall indemnify, defend, save and hold the County harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of any act, error or omission of the City in connection with its performance of this Agreement. In the event the County shall be made a party to litigation commenced against the City or by the City against a third party, then the City shall protect and hold harmless and pay all costs and attorneys’ fees incurred by the County in connection with such litigation and any appeals thereof. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by either party to indemnify the other party for its own negligence, willful or intentional acts. The provisions of this section shall survive the termination or expiration of this Agreement.

4. Section 10 is deleted in its entirety and replaced with the following:

SECTION 10: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time via written amendment executed by both the Board of County Commissioners and the City. Annual updates to the Attachments will not require the approval of the Board of County Commissioners or the City but will automatically become part of this Agreement when issued by the County and noticed to the City.

5. Section 11 is deleted in its entirety and replaced with the following:

SECTION 11: TERMINATION

This Agreement may be terminated by either party, with or without cause. Any termination shall take effect sixty (60) days from the receipt of notice. In the event of termination by either the County or the City, the City will not be reimbursed for any contributions to the Vehicle Replacement Fund.

6. The Agreement is hereby modified to add the following:

SECTION 22: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 23: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

SECTION 24: E-VERIFY – EMPLOYMENT ELIGIBILITY

24.01 City warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the City's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

24.02 County shall terminate this Agreement if it has a good faith belief that City has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

7. Attachment 4 to the Agreement is deleted in its entirety and replaced with Attachment 4 attached hereto and incorporated herein.

8. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the City and the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County and the City has hereunto set its hand the day and year above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
County Attorney

By: _____
Isami Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

CITY OF PAHOKEE, FLORIDA

By: _____
Tijauna L. Warner, City Clerk

By: _____
Keith W. Babb Jr., Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Burnadette Norris-Weeks, City Attorney

Attachment 4
Palm Beach County
Vehicle Replacement Fund

TO: ALL DEPARTMENTS

FROM: SARA BURNAM
DIRECTOR, FLEET MANAGEMENT

PREPARED BY: Fleet Management Division

SUBJECT: Replacement Policy Program

PPM #: FMO-016

<u>ISSUE DATE</u>	<u>EFFECTIVE DATE</u>
10/1/91	12/30/20

PURPOSE:

This policy is established to define the vehicle/equipment replacement criteria, replacement schedule and Fleet Management’s Policy Fee charges for all vehicles/equipment (assets) covered under Fleet’s Replacement Policy Program (Program).

UPDATES:

Future updates to this PPM are the responsibility of the Director of the Fleet Management Division.

POLICY:

The Program is established to provide a funding source for the standardized replacement of assets for those County Departments and other agencies who choose to participate in the Program.

All assets participating in the Program will be purchased, replaced and maintained by Fleet Management. Replacement assets will be purchased according to criteria based upon useful life, mileage, usage, cost of repairs, life cycle costing and/or other extenuating circumstances (theft, extensive damage, corrosion, etc.).

PROCEDURE:

- 1) As part of the annual Budget process, Fleet Management will evaluate all assets which are part of the Program to determine which assets may exceed the following replacement criteria:
- A. Useful Life/Mileage/Hours *
- | | |
|---|------------------------------|
| Specialized Equipment (ATV’s, turf equipment, etc.) | 5 years/ N/A |
| Light Duty (cars, all vans, trucks less than 10,001 GVWR) | 6 years/ 80,000miles |
| Medium Duty (trucks 10,001 GVWR or more) | 7 years/ 90,000miles |
| Heavy Equipment (off-road vehicles/equipment) | up to 10 years/ 10,000 hours |
| <i>(Varies depending on Machine Class)</i> | |
| Trailers | 10 years/ N/A |

*Note: These criteria might vary dependent upon the department's utilization of the asset.

B. Economic Evaluation/Life Cycle Costing

Assets are also economically evaluated annually to determine if they may not be cost effective to maintain. Based upon the economic evaluation, it may be recommended that an asset be replaced in the upcoming Fiscal Year whether or not it meets the useful life/mileage/hours criteria.

- 2) Program assets stolen, suffering extensive damage or requiring repairs that are not cost effective may be replaced immediately either through reassignment from the loaner fleet or by purchase if funding is available.
- 3) Assets increasing the size of the Program can only be added by the following:
 - A. As part of the annual budget process at the request of the user department and upon approval of the Budget by the BCC
 - B. Non-budget additions require the submission of an approved Mid-Year Fleet Expansion Request Form (Attachment A) following the criteria in County PPM CW-0-035. A low utilization report must be completed and attached to the Mid-Year Fleet Expansion Request Form (Attachment A) submitted to administration.
- 4) Fleet's replacement recommendations and input on any other specific asset needs of the department/division will be reviewed annually with each department/division participating in the Program.
- 5) Upon approval of the Budget, approved assets will be purchased in the timeliest and cost effective manner.
- 6) Upon receipt of the asset the user department will be charged a monthly Policy Charge for the unit. The purpose of the Policy Charge is to:
 - A. Fund the future replacement of the asset
 - B. Fund a fleet of loaner vehicles which can be used at no charge when an asset is in for service
 - C. Cover the administrative costs of operating the Program

The following criteria are used to determine the monthly Policy Charge:

- A. The purchase price of the asset
- B. The useful life of the asset (See Section 1)
- C. An annual inflationary rate
- D. The projected salvage value of the asset
- E. If the asset costs \$10,000 or more an Administrative Fee is added to the monthly payment.

Each of these criteria is reviewed for potential adjustment during the annual budget process

Assets purchased by the user department, may be placed in the Program upon agreement to pay the monthly Policy Charge.


SARA BURNAM
DIRECTOR, FLEET MANAGEMENT

Supersession History

FMO-016, issued 10/01/91
FMO-016, revised 12/08/98
FMO-016, revised 09/10/09
FMO-016, revised 11/28/11
FMO-016, revised 11/13/17
FMO-016, revised 12/30/20