

# CITY OF PAHOKEE



## AGENDA

**City Commission Regular Meeting**  
Tuesday, February 11, 2025, 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  
Sanquetta Cowan-Williams, Commissioner  
Everett D. McPherson, Sr., Commissioner

### **CHARTER OFFICERS:**

Michael E. Jackson, City Manager  
Nylene Clarke, City Clerk  
Burnadette Norris-Weeks, P.A., City Attorney

[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. PRESENTATIONS / PROCLAMATIONS / PUBLIC SERVICE ANNOUNCEMENTS / PUBLIC COMMENTS** (*agenda items only*)

*(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. Proclamation - Recognizing City of Pahokee's Parks & Recreation Baby Blue Devils Football and Cheer Teams
- 2. Proclamation - February 2025 as Black History Month
- 3. 1st Quarter FY 2024-2025 Financial Report - Joseph R. Martin, Interim Director of Finance

- F. CONSENT AGENDA**

- 1. January 28, 2025 City Commission Meeting Minutes

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

- 1. Update - City Projects

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

- I. RESOLUTION(S)**

- 1. RESOLUTION 2025-10 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPOINTING ONE (1) NEW MEMBER AND ONE (1) ALTERNATE MEMBER TO THE ZONING/ADJUSTMENT/PLANNING BOARD; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
- 2. RESOLUTION 2025-11 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
- 3. RESOLUTION 2025-12 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RE-ADOPTING AND RATIFYING THE EXISTING DISTRIBUTION FORMULA FOR SIX CENT LOCAL OPTION FUEL TAX; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.
- 4. RESOLUTION 2025-13 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, SUPPORTING THE PROCUREMENT AND

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OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION 2025-14 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING AN AGREEMENT BETWEEN CMM ROOFING, INC. AND THE CITY OF PAHOKEE FOR THE REPAIR OF THE ROOF TO THE CITY OF PAHOKEE PARKS & RECREATION SPORTS COMPLEX ADMINISTRATIVE BUILDING “A”; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

1. Big Dog Express of South Florida, Inc. Agreement Extension

**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. GENERAL PUBLIC COMMENTS** (*items not on the agenda*)

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

**Q. ADJOURN**

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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 the Office of the City Clerk at 561-924-5534. If hearing impaired, contact Florida Relay at 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statutes 286.26)

# PROCLAMATION

**Whereas**, the City of Pahokee’s Parks & Recreation Department Baby Blue Devils Football and Cheer Teams were successful in winning multiple division Championships in the 6U Flag, 10U Tackle, and 10U Cheer Teams during the 2024 Season; and

**Whereas**, the City of Pahokee’s Parks & Recreation Department Baby Blue Devils Football and Cheer Teams' success continued with the 12 and 14 U Tackle and 6, 8, and 12 U Cheer Teams all bringing home 2<sup>nd</sup> Place Honors; and

**Whereas**, the City of Pahokee’s Parks & Recreation Baby Blue Devils Football and Cheer Teams have become perennial Champions, making a lasting impact and giving the City of Pahokee a positive name within their respective divisions and overall Youth League Programs; and

**Whereas**, the City of Pahokee’s Parks & Recreation Baby Blue Devils Football and Cheer Teams have approximately sixty (60) dedicated volunteers consisting of coaches, team moms, sideline personnel, board members and guided by five (5) committed City Staff, whose unwavering commitment is the backbone of our teams; and

**Whereas**, the City of Pahokee’s Parks & Recreation Baby Blue Devils Football and Cheer Teams are shining examples of how hard work, dedication, commitment to self-development, and teamwork yield success on and off of the field.

**NOW, THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, hereby extend our congratulations and recognize the City of Pahokee’s Parks & Recreation Baby Blue Devils Football and Cheer Teams, its Volunteers, and Staff for their 2024 Championship and overall success and dedication to Sportsmanship.

**In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 11<sup>th</sup> day of February 2025.**



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

*Clara Murvin*  
\_\_\_\_\_  
Vice Mayor Clara Murvin

*Derrick Boldin*  
\_\_\_\_\_  
Commissioner Derrick Boldin

*Sanquetta Cowan-Williams*  
\_\_\_\_\_  
Commissioner Sanquetta Cowan-Williams

*Everett D. McPherson, Sr.*  
\_\_\_\_\_  
Commissioner Everett D. McPherson, Sr.

# PROCLAMATION

**WHEREAS**, Black History Month was officially adopted in the United States in 1976 by President Gerald Ford, who designated the month of February as Black History Month; and

**WHEREAS**, Black History Month stands as a pivotal moment, offering a unique opportunity to delve deeper into the rich tapestry of black heritage, to pay homage to the countless black pioneers who have shaped our nation's trajectory, and to underscore the indelible imprint of Black History on our American narrative; and

**WHEREAS**, the knowledge gleaned from Black History Month serves as a beacon, illuminating the path to a more profound understanding of human rights issues, the monumental strides in the battle for equality for minority groups, and the ongoing fight against racial discrimination and poverty; and

**WHEREAS**, Black History Month beckons all Americans to partake in a collective reflection on the rich history and teachings of Black/African Americans, and to bear witness to the strides, beauty, and achievements they have woven into the fabric of our society.

**NOW, THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission, hereby proclaim February 2025 as:

## *Black History Month*

**In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 11<sup>th</sup> day of February 2025.**



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

*Clara Murvin*  
\_\_\_\_\_  
Vice Mayor Clara Murvin

*Derrick Boldin*  
\_\_\_\_\_  
Commissioner Derrick Boldin

*Sanquetta Cowan-Williams*  
\_\_\_\_\_  
Commissioner Sanquetta Cowan-Williams

*Everett D. McPherson, Sr.*  
\_\_\_\_\_  
Commissioner Everett D. McPherson, Sr.



City of  
**PAHOKEE**  
FLORIDA

# 1<sup>st</sup> Quarter Financial Report

Presented by: Joseph Martin

Interim Finance Director

# General Fund Financial Summary Report



**This summary covers the 1st  
Quarter of FY 2024 – 2025  
(25% of year has elapsed)  
Unaudited Data as of  
December 30, 2025.**

**FY 2024-2025 General Fund Financial Summary Report**  
**As of 12/31/2024 (25% of year elapsed)**  
**Data as of: December 31, 2024**

**General Fund Revenue Timeline Revenues:**

<b>General Fund Revenue</b>	<b>% of Budget</b>	<b>Estimated Receipt</b>	<b>Comments</b>
<b>Taxes</b>	<b>36%</b>	<b>Monthly</b>	<b>Approx. 63% of Ad valorem taxes received. Local Option Gas, Communication Services, Water Utility Service, Electric Utility Service and Propane Utility Service taxes, these are mostly state revenues and franchise agreements. .</b>
<b>Permit, Fees &amp; Licenses</b>	<b>14%</b>	<b>Monthly; cyclical</b>	<b>Approx. 17% of <u>Business Tax Receipts revenue</u> is received in the first quarter of the fiscal year; remaining revenue trickles in throughout the year Mostly building permits &amp; site plan reviews.</b>
<b>Intergovernmental</b>	<b>17%</b>	<b>Monthly; Yearly; 2-3 months lag</b>	<b>FI DOT Lighting Agreement, DJJ revenue to be received toward the end of the fiscal year &amp; PHA payment in lieu of taxes to be received in April or May 2025.</b>
<b>Fines and Forfeits</b>	<b>66%</b>	<b>Monthly; cyclical</b>	<b>Includes revenue from court fines and code compliance</b>
<b>Charges for Services Revenue</b>	<b>16%</b>	<b>Monthly; cyclical</b>	<b>Garbage revenue is collected monthly with a 1-month lag; remaining revenue for charges and services trickles in throughout the year</b>
<b>Miscellaneous &amp; other Revenue</b>	<b>15%</b>	<b>Various; monthly; cyclical</b>	<b>Varying revenue sources with various timelines (i.e. one-time payments, donations, rents, etc.)</b>

**Expenditures:**

- **Mayor & City Commission Office 19% of budget**
- **City Attorney 17% of budget**
- **City Clerk's Office 14% of budget**
- **City Manager Office 10% of budget**
- **Financial Services Department 28% of budget -One month prepaid Health Insurance**
- **IT/GATV 26% of budget**
- **Human Resources & Risk Management 27% of budget**
- **Public Safety 38% of budget-One month prepaid**
- **Code Enforcement 25% of budget**
- **Community and Economic Development 23% of budget**
- **Public Works 25% of budget**
- **Parks and Recreation: City 20% of budget, PBC 25% of budget, and Parks 31% of budget.**
- **Non-Departmental 10% of budget**



<b>Cash Management</b>			
<ul style="list-style-type: none"> <li>For the first quarter ended December 31, 2024, the General Fund Receipts <b>exceed</b> the General Fund Disbursements by \$ 221,673 . Current Fund Balance being used to cover the City’s Operations is \$ 0.</li> </ul>			
<b>City Cash Management</b>			
\$810,826		PNC Business Checking Plus	General
15,339		PNC Business Checking Plus	Capital
19,677		PNC Business Checking Plus	Payroll
62,444		PNC Business Checking Plus	SWA
313,042		PNC Business Premium Money Market	Investment
175,901		PNC Business Premium Money Market	Cemetery
<b>\$1,397,229</b>		<b>Total Cash, and Investments</b>	
<b>RESERVES</b>			
\$311,305		SBA - Local Government Investments	Reserves
62,469		SBA - Local Government Investments	Misc. Small Accounts
<b>\$373,774</b>		<b>Total SBA accounts including Reserves</b>	
<b>Restricted</b>			
\$530,263		PNC Business Premium Money Market	Disc.Surtax
882,064		PNC Business Premium Money Market	Henderson
<b>\$1,412,327</b>		<b>Total Restricted accounts including Disc. Surtax &amp; Henderson Fund</b>	
<ul style="list-style-type: none"> <li>Note: Information is based on monthly statements.</li> </ul>			

CITY OF PAHOKEE			
Quarter Ending December 30, 2024			
<u>Summary- all Funds</u>			
<u>GENERAL FUND</u>			% of budget
	Amended Budget	YTD Actual	
<b>Revenues:</b>			
<b>Taxes</b>	\$ 1,786,951	\$ 637,419	36%
<b>Permit, Fees &amp; Licenses</b>	178,050	25,119	14%
<b>Intergovernmental</b>	1,449,774	250,088	17%
<b>Fines and Forfeits</b>	83,300	55,327	66%
<b>Charges for Services</b>	949,520	150,880	16%
<b>Miscellaneous Revenue</b>	191,050	22,608	12%
<b>Other Sources *</b>	829,263	29,000	3%
<b>Total Revenues</b>	<b>\$ 5,467,908</b>	<b>\$ 1,170,441</b>	<b>21%</b>
<b>* Other sources include fund balance budgeted but not use and Intergovernmental Transfer</b>			
<b>General Fund Revenues Overview &amp; Highlights</b>	<b>Overall revenues are at 21% of the budget and 25% excluding the fund balance</b>		

**CITY OF PAHOKEE**  
**Quarter Ending December 30, 2024**

	<u>Summary- all Funds</u>		% of budget
	<u>Amended Budget</u>	<u>YTD Actual</u>	
<b>Expenditures:</b>			
<b>CITY HALL</b>			
Commission	204,767	37,934	19%
City Manager	317,292	32,962	10%
City Clerk	174,434	24,213	14%
Financial & General accounting	461,599	129,766	28%
Human Resources	105,130	28,117	27%
IT/GATV Access	40,000	10,402	26%
Legal Counsel	100,000	16,667	17%
Comprehensive Planning	15,250	-	0%
Public Safety	623,938	235,980	38%
Code Enforcement	348,501	85,894	25%
Community and Economic Development	162,119	37,523	23%
<b>PUBLIC WORKS</b>			
Roads and Streets	1,426,982	352,213	25%
<b>PARKS &amp; RECREATION</b>			
Recreation Department-City	697,273	139,620	20%
Recreation Department-PBC	155,108	39,059	25%
Parks	52,759	16,408	31%
<b>NON-DEPARTMENTAL</b>			
Non-Departmental	582,756	56,307	10%
<b>Total expenditures</b>	<b>\$ 5,467,908</b>	<b>\$ 1,243,065</b>	<b>23%</b>

**General Fund Expenditures Overview & Highlights**

**Overall actual expenditures to budget is favorable.**

**Special Revenue Fund**  
**Quarter Ending December 30, 2024**

% of budget

**Revenues:**

Adopted Budget

YTD Actual

Revenues/Other Sources

\$ 867,000

\$ 92,135

11%

**Expenditures:**

1% Disc Surtax- Capital Outlay

\$ 867,000

\$ 750

0%

**Special Revenue Fund Overview & Highlights**

**Revenues are 11% of the budget.**

**Special Revenue Fund Expenditures Overview & Highlights**

**Expenditures are at 0% of the budget.**

**ARPA Revenue Fund**  
**Quarter Ending December 30, 2024**

			% of budget
<b>Revenues:</b>	<b>Adopted Budget</b>	<b>YTD Actual</b>	
ARPA Revenues	\$ 123,572	\$ 123,433	100%
<b>Expenditures:</b>			
ARPA Expenditures	\$ 123,572	\$ 30,984	25%

**ARPA Fund Overview & Highlights**

**Revenues are 100% of the budget.**

**CAPITAL PROJECT FUND**

**Quarter Ending December 30, 2024**

	Adopted Budget	YTD Actual	% of budget
<b>Revenues:</b>			
Capital Projects	\$ 2,005,780	\$ - *	0%
<b>Expenditures:</b>			
Capital Projects Expenditures	\$ 2,005,780	\$ -	0%

**Capital Project Fund Revenue Overview & Highlights**

**\* Reimbursement to be added**

**Capital Project Fund Expenditures Overview & Highlights**

**Expenditures to be added**

**ENTERPRISE FUNDS**  
**Quarter Ending December 30, 2024**

	Adopted Budget	YTD Actual	% of budget
<b>Revenues:</b>			
Marina & Campground Total	\$ 384,388	\$ 36,832	10%
Cemetery Revenue Total	\$ 217,626	\$ 45,260	21%
<b>Expenditures:</b>			
Marina & Campground	\$ 384,388	\$ 98,537	26%
Cemetery Expenditures	\$ 217,626	\$ 48,878	22%

<b>Enterprise Fund Marina &amp; Campground Revenue Overview &amp; Highlights</b>	<b>Revenues from the Marina &amp; Campground are trending at 10 %.</b>
<b>Enterprise Fund Cemetery Revenue Overview &amp; Highlights</b>	<b>Revenues from the Cemetery are trending 21 %.</b>
<b>Enterprise Fund Marina &amp; Campground Expenses Overview &amp; Highlights</b>	<b>Expenses at the Marina &amp; Campground are at 26% of the budget.</b>
<b>Enterprise Fund Cemetery Expenses Overview &amp; Highlights</b>	<b>Expenses at the Cemetery are trending at 22% .</b>

# CITY OF PAHOKEE



## MINUTES

**City Commission Regular Meeting**  
Tuesday, January 28, 2025, 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  
Sanquetta Cowan-Williams, Commissioner  
Everett D. McPherson, Sr., Commissioner

### **CHARTER OFFICERS:**

Michael E. Jackson, Interim City Manager  
Nylene Clarke, City Clerk  
Burnadette Norris-Weeks, P.A., City Attorney



## AGENDA

### A. CALL TO ORDER

The meeting was called to order by Mayor Babb at 6:02 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 Sanquetta Cowan-Williams  
Commissioner Everett D. McPherson, Sr.  
Michael E. Jackson, Interim City Manager  
Burnadette Norris-Weeks, City Attorney  
Nylene Clarke, City Clerk

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

Motion made by Commissioner Boldin to accept the agenda as presented. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Cowan-Williams, Commissioner McPherson

### E. PRESENTATIONS / PROCLAMATIONS / PUBLIC SERVICE ANNOUNCEMENTS / PUBLIC COMMENTS *(agenda items only)*

1. Glades Regional Office: Introduction of Pahokee Leadership and Second Semester Updates - Angela Moore, Glades Regional Superintendent

### F. CONSENT AGENDA

1. January 14, 2025 City Commission Meeting Minutes
2. RESOLUTION 2025-05 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE CANCELLATION OF THE MARCH 11, 2025 CITY COMMISSION MEETING; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Vice Mayor Murvin to accept the Consent Agenda. Duly seconded by Commissioner Boldin and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Cowan-Williams, Commissioner McPherson

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

1. Update - City Projects

### H. PUBLIC HEARINGS AND/OR ORDINANCES

### I. RESOLUTION(S)

1. RESOLUTION 2025-06 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPOINTING A MEMBER TO THE ZONING/ADJUSTMENT/ PLANNING BOARD; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner McPherson to accept Resolution 2025-06. Duly seconded by Commissioner Boldin and passed unanimously.  
Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Cowan-Williams, Commissioner McPherson

2. RESOLUTION 2025-07 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO SECURE EMERGENCY LOBBYING SERVICES FROM \_\_\_\_\_ AND ENTER INTO AN AGREEMENT BETWEEN \_\_\_\_\_, AND THE CITY OF PAHOKEE, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

Presentations were provided by the following lobbyists: Pittman Law Group, Sunrise Consulting Group, and Becker & Poliakoff.

Motion made by Commissioner Cowan-Williams to pay \$7,000. Duly seconded by Vice Mayor Murvin. Vice Mayor Murvin removed her second.

Commissioner Cowan-Williams amended her motion to pay the lobbyist an amount not to exceed \$9,000/month. Duly seconded by Commissioner Boldin.

Motion made by Commissioner Cowan-Williams to "table the amount until we discuss the firm". Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Cowan-Williams, Commissioner McPherson

Motion made by Commissioner McPherson to accept Becker & Poliakoff. Duly seconded by Commissioner Cowan-Williams and passed unanimously.  
Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Cowan-Williams, Commissioner McPherson

Motion made by Vice Mayor Murvin for \$7,500/month. Duly seconded by Commissioner Cowan-Williams and passed unanimously.  
Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Cowan-Williams, Commissioner McPherson

3. RESOLUTION 2025-08 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A CONTRACT WITH MICHAEL E. JACKSON TO BECOME THE CITY MANAGER FOR THE CITY OF PAHOKEE, FLORIDA, ATTACHED AS EXHIBIT "A".

A motion was made by Commissioner Boldin to accept Resolution 2025-08 and duly seconded by Vice Mayor Murvin.

Commissioner McPherson amended the motion to add language to establish that "the City Manager shall provide to the City Commission an annual accounting of all accrued sick and vacation time no later than December 31st of each year", as the new paragraph five. Duly seconded by Commissioner Boldin and passed.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Cowan-Williams, Commissioner McPherson

The motion to accept Resolution 2025-08 with the amendments, passed 3-2.  
Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin  
Voting Nay: Commissioner Cowan-Williams, Commissioner McPherson

4. RESOLUTION 2025-09 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND RATIFYING THE INVOICE FROM BIG DOG EXPRESS OF SOUTH FLORIDA INC., FOR HURRICANE MILTON DEBRIS REMOVAL, FOR THE INVOICES

ATTACHED HERETO AS EXHIBIT “A”, AND FURTHER RATIFYING STORM  
DEBRIS REMOVAL FROM OCTOBER 12, 2024 TO OCTOBER 21, 2024;  
PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Vice Mayor Murvin to accept Resolution 2025-09. Duly seconded  
by Commissioner Boldin and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin,  
Commissioner Cowan-Williams, Commissioner McPherson

- J. NEW BUSINESS** (*presentation by city manager of activity or upcoming event, if any*)
- 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. GENERAL PUBLIC COMMENTS** (*items not on the agenda*)
- P. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER** (*community events, feel good announcements, if any*)
- Q. ADJOURN**

Motion made by Vice Mayor Murvin to adjourn the meeting. Duly seconded by  
Commissioner Boldin and passed 4-1.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Cowan-  
Williams

Voting Nay: Commissioner McPherson

There being no further business to discuss, Mayor Babb adjourned the meeting at 9:01 PM.

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Mayor Keith W. Babb, Jr.

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ATTEST: Nylene Clarke, CMC, City Clerk



# AGENDA

## MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, City Manager

FROM: Office of the City Clerk

SUBJECT: Appointment to the Zoning/Adjustment/Planning Board

DATE: January 29, 2025 (Revised January 31, 2025)

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**GENERAL SUMMARY/BACKGROUND:**

There are a few vacancies on the Zoning/Adjustment/Planning Board. However, the City has received two (2) applications of interest for this board; therefore, this item is being presented to fill two (2) vacancies.

**BUDGET IMPACT:**

N/A

**LEGAL NOTE:**

Defer to the City Attorney.

**STAFF RECOMMENDATION:**

Staff recommends approval of the item.

**ATTACHMENTS:**

Resolution 2025-10

**RESOLUTION 2025-10**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPOINTING ONE (1) NEW MEMBER AND ONE (1) ALTERNATE MEMBER TO THE ZONING/ADJUSTMENT/PLANNING BOARD; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article II, Section 19-26 of the City of Pahokee’s Code of Ordinances, required that the Zoning/ Adjustment/Planning Board terms to be “staggered and set forth in the following manner: One (1) member shall be appointed for a term of one (1) year; two (2) members shall be appointed for a term of two (2) years; and two (2) members shall be appointed for a term of three (3) years”; and

**WHEREAS**, pursuant to Section 19-26 an additional two (2) alternates shall be appointed for a period of three (3) years each and after the initial appointments, successive appoints shall be for a period of three (3) years, except where an appointment is made to fill a vacancy, in which case such appointment shall be for the balance of the term of the member in which the vacancy occurred; and

**WHEREAS**, the main duties of the board are to address zoning issues, site plans, and variances with a detailed outline of duties to be found in the land development regulations; and

**WHEREAS**, the current members of the board are Francisco Alcala, Carl Booth, Tamara Dowdell, and Patricia Wallace; and

**WHEREAS**, the City Commission of the City of Pahokee desires to appoint one (1) new member, Eleanor J. Babb, and further desires to appoint one (1) alternate member, Octavio Muniz, to the Zoning/ Adjustment/Planning Board.

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

**Section 1.** Adoption of Representations. The foregoing “Whereas” clauses are hereby true and correct and incorporated by reference.

**Section 2.** Appointment of Member. The City Commission hereby appoints the following new member to the Zoning/ Adjustment/Planning Board for a term of one (1) year:

Eleanor J. Babb

**Section 3.** Appointment of Alternate Member. The City Commission hereby appoints the following alternate member to the Zoning/Adjustment/Planning Board:

Octavio Muniz

**Section 4.** Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

**PASSED** and **ADOPTED** this 11<sup>th</sup> day February 2024.

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

ATTEST:

\_\_\_\_\_  
Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Commissioner Boldin	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)



# AGENDA

## MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, City Manager

FROM: Office of the City Clerk

SUBJECT: Public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a city

DATE: February 5, 2025

**GENERAL SUMMARY/BACKGROUND:**

Many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings related to neglect or abuse, or other activities that could lead to a criminal prosecution are exposed to serious threats and other acts of violence. The potential risks they face are significant and should not be underestimated.

Municipal Clerks often administer elections. Some election workers have been targeted for threats and violence due to the nature of materials they are responsible for. Further, Clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances. Occasionally, these proceedings have led to retaliation and threats by defendants.

It is crucial to note that there are currently 27 public record exemptions for specific roles, one of which applies to Code Enforcement Officers. The exemption covers Code Officers, but not Municipal Clerks. There is a pressing need to include language referencing code enforcement work in the resolution template to cover Municipal Clerks and employees who perform work related to code enforcement proceedings as part of the public record exemption.

The FACC Board of Directors is taking a proactive stance in considering how to pursue state legislation to provide a public records exemption for the personal information of current Municipal Clerks and employees who perform municipal elections work. FACC is reaching out to municipalities, urging them to adopt a resolution that will prompt the Florida State Legislature to enact legislation for this public records exemption.

**BUDGET IMPACT:**

N/A

**LEGAL NOTE:**

Defer to the City Attorney.

**STAFF RECOMMENDATION:**

Staff recommends approval of the item.

**ATTACHMENTS:**

Resolution 2025-11

## RESOLUTION 2025-11

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

**WHEREAS**, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

**WHEREAS**, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

**WHEREAS**, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staffs fall within the need for a window for greater protection; and

**WHEREAS**, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

**WHEREAS**, the City of Pahokee has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

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

**Section 1.** Adoption of Representations. The foregoing “Whereas” clauses are hereby true and correct and incorporated by reference.

**Section 2.** Florida State Legislature. The City Commission of the City of Pahokee, Florida, hereby urges and encourages the Florida State Legislature to enact



legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

**Section 2.** Authorization of City Clerk. The City Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis, each State Representative and State Senator serving in the Palm Beach County Legislative Delegation, the Palm Beach County League of Cities, and the Florida League of Cities (FLC).

**Section 4.** Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

**PASSED and ADOPTED** this 11<sup>th</sup> day February, 2025.

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

ATTEST:

\_\_\_\_\_  
Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Commissioner Boldin	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

**RESOLUTION 2025-12****A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RE-ADOPTING AND RATIFYING THE EXISTING DISTRIBUTION FORMULA FOR SIX CENT LOCAL OPTION FUEL TAX; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 336.025(1)(a), *Florida Statutes* (“STATUTE”) authorizes a one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within Palm Beach County (“County”); and

**WHEREAS**, pursuant to the Statute, in 1995, the County re-levied the six (6) cent local option fuel tax (TAX) for a 30-year term, as provided in County Code Chapter 17, Article I, Section 17-3 (1995 ORDINANCE). Prior to enacting the 1995 ORDINANCE, Palm Beach County established by interlocal agreement with various municipalities representing a majority of the population of the incorporated area within the County, the distribution formula for dividing the entire proceeds of the TAX among and all eligible municipalities within the COUNTY (collectively, 1995 INTERLOCAL AGREEMENT); and

**WHEREAS**, the 1995 ORDINANCE and the 1995 INTERLOCAL AGREEMENT will, by their own terms and in accordance with the STATUTE, terminate on August 31, 2025; and

**WHEREAS**, the COUNTY desires to once again re-levy and re-impose the TAX for a new 30-year term pursuant to the STATUTE, and enter into this Interlocal Agreement to redetermine the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY; and

WHEREAS, representatives of the COUNTY and the various municipalities, utilizing the Palm Beach County League of Cities, Inc., (LEAGUE) have met and negotiated mutually acceptable terms and conditions for this Interlocal Agreement, which terms are set forth in Exhibit "A"; and

WHEREAS, it is the intent of the parties that once effective, the Interlocal Agreement will re-adopt and ratify the distribution formula currently in effect for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY and the City of Pahokee fully agrees.

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 correct and are hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** Re-Adopting and Ratifying Existing Distribution Formula. The Pahokee City Commission hereby re-adopts and ratifies the existing distribution formula for six cent local option fuel tax pursuant to the terms set forth in Exhibit "A" attached hereto.

**Section 3.** Effective Date. This Resolution shall become effective immediately upon passage.

PASSED and ADOPTED this 11<sup>th</sup> day of February, 2025.

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

ATTEST:

\_\_\_\_\_  
Nylene Clarke, CMC, City Clerk

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

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Commissioner Boldin	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

EXHIBIT "A"

INTERLOCAL AGREEMENT TO REDETERMINE, RE-ADOPT AND RATIFY  
EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL  
TAX

(ATTACHED)

**INTERLOCAL AGREEMENT TO REDETERMINE, RE-ADOPT AND RATIFY EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX**

**THIS INTERLOCAL AGREEMENT** is dated, made, and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and \_\_\_\_\_, a municipal corporation located in Palm Beach County, Florida, and organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the MUNICIPALITY.

**WITNESSETH:**

**WHEREAS**, Section 336.025(1)(a), *Florida Statutes* (STATUTE) authorizes a one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within the COUNTY; and

**WHEREAS**, pursuant to the STATUTE, in 1995, the COUNTY re-levied the six (6) cent local option fuel tax (TAX) for a 30 year term, as provided in County Code Chapter 17, Article I, Section 17-3 (1995 ORDINANCE). Pursuant to the STATUTE and prior to enacting the 1995 ORDINANCE, the COUNTY established by interlocal agreement with various municipalities representing a majority of the population of the incorporated area within the COUNTY, the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY (collectively, 1995 INTERLOCAL AGREEMENT); and

**WHEREAS**, the 1995 ORDINANCE and the 1995 INTERLOCAL AGREEMENT will, by their own terms and in accordance with the STATUTE, terminate on August 31, 2025; and

**WHEREAS**, the COUNTY desires to once again re-levy and re-impose the TAX for a new 30 year term pursuant to the STATUTE, and enter into this Interlocal Agreement to redetermine the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY; and

**WHEREAS**, representatives of the COUNTY and the various municipalities, utilizing the Palm Beach County League of Cities, Inc., (LEAGUE) have met and negotiated mutually acceptable terms and conditions for this Interlocal Agreement, which terms are set forth herein; and

**WHEREAS**, once effective, this Interlocal Agreement re-adopts and ratifies the distribution

formula currently in effect for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY,.

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the COUNTY and the MUNICIPALITY hereto covenant and agree to enter into this Interlocal Agreement as follows:

**Section 1:** This Interlocal Agreement is entered into with the specific contemplation that the Board of County Commissioners of Palm Beach County (BCC) will enact an appropriate ordinance to relevy the TAX to be effective September 1, 2025 (2025 ORDINANCE). In the event the BCC fails or refuses to enact the 2025 ORDINANCE to relevy the TAX, this Interlocal Agreement shall be null and void.

**Section 2:** The term of this Interlocal Agreement shall be for the same duration as the 2025 ORDINANCE relevying the TAX. Upon the expiration of the levy of the TAX, as provided in the 2025 ORDINANCE , this Interlocal Agreement shall terminate; except that if the BCC reimposes the TAX again as provided in the STATUTE, then this Interlocal Agreement may be renewed as provided for in the STATUTE.

**Section 3:**

A. All proceeds of the TAX collected pursuant to Section 336.025(1)(a), *Florida Statutes* shall be divided between the COUNTY and the municipalities, as follows (DISTRIBUTION FORMULA):

1. The COUNTY shall receive 66.5648 percent of the TAX collected.
2. The municipalities collectively shall receive 33.4352 percent of the TAX collected (TOTAL MUNICIPAL SHARE).

B. All money shall be collected and distributed to the respective parties as provided in Section 336.025(2), *Florida Statutes*.

C. The MUNICIPALITY (and all other municipalities eligible to participate in the distribution of the proceeds of the TAX) shall receive a pro rata share of the TOTAL MUNICIPAL SHARE pursuant to a formula (MUNICIPAL SHARE FORMULA) that is based seventy percent (70%) on lane miles located within the MUNICIPALITY (and for all other municipalities eligible to

participate in the distribution of the proceeds of the TAX) for which the MUNICIPALITY (or the other eligible municipalities) is responsible for maintenance, and thirty percent (30%) on the population of the MUNICIPALITY (or the other eligible municipalities) based upon the most recent University of Florida Population Estimate. The MUNICIPAL SHARE FORMULA is:

$$(30\% \times (\text{Municipality's population} / \text{sum of all of Municipalities' population})) + (70\% \times (\text{Municipality's lane miles} / \text{sum of all of Municipalities' lane miles})) = \text{Municipality's Pro Rata Share.}$$

**Exhibit A** attached hereto and incorporated herein by reference identifies each eligible municipality's pro rata share of the TOTAL MUNICIPAL SHARE. The calculation(s) of the MUNICIPAL SHARE FORMULA may be amended not more than once annually by the Palm Beach County League of Cities, Inc., by the preparation of a new Exhibit A on behalf of the municipalities and based upon changes in the MUNICIPAL SHARE FORMULA and submitting the new Exhibit A to the COUNTY Administrator no later than June 1 of any year. The COUNTY Administrator shall then transmit the new Exhibit A to the Florida Department of Revenue.

D. In the event that a new municipality is incorporated in the COUNTY, the new municipality's share of the TAX shall be provided from the share formerly allocated to the COUNTY and the TOTAL MUNICIPAL SHARE, as set forth below.

1. In the first full fiscal year following incorporation, the new municipality will receive a share based solely on its population, as opposed to the MUNICIPAL SHARE FORMULA that considers lane miles and population, as set forth in Section 3C above. The new municipality's share shall be determined pursuant to **Exhibit B** attached hereto which shows an example of the calculations for a hypothetical new municipality with a population of 40,000.

a. The combined COUNTY and collective municipalities contributions shall equal one hundred percent (100%) of the new municipality's share.

b. Section 3C above shall continue to apply as the MUNICIPAL SHARE FORMULA for the remaining municipalities after their contribution to the new municipality's share as set forth in Section 3 D1 above.

2. In the subsequent fiscal years after the first full fiscal year following incorporation of the new municipality:



a. The percentage allocated to the COUNTY in the DISTRIBUTION FORMULA in Section 3A above, as may be amended, shall be reduced by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1, above.

b. Likewise, the TOTAL MUNICIPAL SHARE, including the new municipality, in Section 3A above, as may be amended, shall be increased by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1 above.

c. Section 3C below shall apply to the new municipality in all annual distributions in the years after the first full fiscal year following incorporation of the new municipality.

E. In the event an existing municipality in the COUNTY is dissolved, the former municipality's share of the TAX shall be distributed to the COUNTY and to the remaining collective municipalities by applying in reverse the process set forth in Section 3D, above.

F. In the event of proposed legislation which would either create or dissolve a municipality in the COUNTY, the COUNTY and the subject municipality agree that the COUNTY Legislative Delegation and the Florida Legislature (and Governor, if deemed necessary) be made aware of this Interlocal Agreement and appropriately incorporate its provisions into such proposed legislation. The subject municipality may accomplish this by supporting the LEAGUE, as the organization that is in place to convey municipal consensus on legislative matters.

**Section 4:** This Interlocal Agreement between the COUNTY and the MUNICIPALITY is one of several identical interlocal agreements between the COUNTY and other municipalities providing the same terms for the distribution of the proceeds of the TAX. As such, this Interlocal Agreement along with all other identical interlocal agreements may be executed in multiple counterparts, each of which shall be deemed an original, but all of which combined shall constitute one in the same Interlocal Agreement for purposes of Section 336.025 *Florida Statutes*. The Interlocal Agreement between the COUNTY and the MUNICIPALITY, along with the identical interlocal agreements executed by other municipalities in the COUNTY represent a majority of the incorporated population of the COUNTY.

**Section 5:** The COUNTY and the MUNICIPALITY agree to meet every two (2) years to

evaluate the method of distribution of the TAX revenues as required by Section 336.025(1)(d), *Florida Statutes*. The MUNICIPALITY and all other municipalities that have executed an identical interlocal agreement shall be collectively represented at said meeting by the Palm Beach County League of Cities, Inc. The COUNTY shall be represented at said meeting by representatives selected by the COUNTY Administrator's Office. The MUNICIPALITY or the COUNTY may call for said meeting by providing thirty (30) days' notice to the other as set forth in Section 12 below.

**Section 6:** Nothing in this Interlocal Agreement shall preclude either the COUNTY or the MUNICIPALITY from litigating against the other on matters completely unrelated to and not contemplated by this Interlocal Agreement.

**Section 7:** This Interlocal Agreement shall take effect only upon execution by both the COUNTY, and the MUNICIPALITY along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY. In the event that either the COUNTY fails or refuses to execute this Interlocal Agreement, or fails or refuses to adopt the 2025 ORDINANCE, as more fully described in Section 1 above, or in the event that those municipalities representing a majority of the population of the incorporated areas of the COUNTY fail to execute this Interlocal Agreement, then this Interlocal Agreement shall be null and void and the parties hereto shall have no further rights or responsibilities hereunder.

**Section 8:** The invalidity of any portion, article, paragraph, provision, clause or any part thereof of this Interlocal Agreement shall have no effect upon the validity of any other part of this Interlocal Agreement.

**Section 9:** To the extent allowed by law, the venue for any action arising from this Interlocal Agreement shall be in Palm Beach County, Florida.

**Section 10:** This Interlocal Agreement shall be governed by and in accordance with the laws of the State of Florida.

**Section 11:** Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this Interlocal Agreement shall be borne by the respective parties.

**Section 12:** Any notice required under the provisions of this Interlocal Agreement shall be in writing and shall be delivered by hand or by certified or registered mail, return receipt requested, to:  
For the COUNTY:

Palm Beach County

Board of County Commissioners  
301 North Olive Avenue  
West Palm Beach, Florida 33401

With a copy to:

Palm Beach County  
County Attorney  
301 North Olive Avenue  
West Palm Beach, Florida 33401

For the MUNICIPALITY:

Palm Beach County League of Cities, Inc.  
301 North Olive Avenue, 10<sup>th</sup> Floor  
P.O. Box 1989 – Government Center  
West Palm Beach, Florida 33402  
Attention: Executive Director

With a copy to:

Davis & Associates, P.A.  
Attorneys for the Palm Beach County League of Cities, Inc.  
701 Northpoint Parkway, Suite 205  
West Palm Beach, Florida 33407  
Attention: General Counsel

The LEAGUE, upon receipt of any notice proved for herein, shall provide like notice to each municipality that is a party to this Interlocal Agreement and all other identical interlocal agreements.

Notice by certified or registered mail, return receipt requested, shall be deemed effective on the date that such notice is deposited with a United States Post Office.

**Section 13:** The COUNTY and the MUNICIPALITY expressly agree that time is of the essence in this Interlocal Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

**Section 14:** The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Interlocal Agreement or as may otherwise exist in law or equity.

**Section 15:** The Inspector General of Palm Beach County has the authority to investigate and

audit matters relating to the negotiation and performance of this Interlocal Agreement, and in furtherance thereof may demand and obtain records and testimony from the parties and, any, if applicable, subcontractors and lower tier subcontractors. The parties understand and agree that in addition to all other remedies and consequences provided by law, failure of a party or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Interlocal Agreement. Failure to cooperate with the Inspector General, or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and may be punished pursuant to Section 125.69, *Florida Statutes*, in the same manner as a second degree misdemeanor.

**Section 16:** In accordance with Sec. 119.0701, *Florida Statutes*, the parties to this Interlocal Agreement must keep and maintain this Interlocal Agreement and any other records associated therewith. Upon request by either party’s custodian of public records, the non-requesting party must provide the requesting party with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Failure to do so may subject the non-requesting party to attorney’s fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, the parties shall ensure that any exempt or confidential records associated with this Interlocal Agreement are not disclosed except as authorized by law for the duration of the Interlocal Agreement term.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, PLEASE CONTACT THE RECORDS CUSTODIAN FOR THE OTHER PARTY IN ACCORDANCE WITH PARAGRAPH 13 ABOVE.**

**Section 17:** The parties agree that this Interlocal Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained in this Interlocal Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the COUNTY, the MUNICIPALITY, along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals in the day set forth above.

ATTEST:

(NAME OF MUNICIPALITY)

By: \_\_\_\_\_  
Municipal Clerk

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
County Engineer

**Exhibit A**  
**APPLICATION OF MUNICIPAL SHARE FORMULA**  
**33.4352% (TOTAL MUNICIPAL SHARE)**  
**6 Cent Gas Tax**

City	Street Lane Miles	Alley Lane Miles	Total Municipal Lane Miles	Percent of Municipal Lane Miles	2023 BEBR Population	Percent of Municipal Population	Weighted Distribution of 70% Lane Miles and 30% Population (MUNICIPAL SHARE FORMULA)	Pro Rata Share of TOTAL MUNICIPAL SHARE
				Value "A"		Value "B"		
Atlantis	26.800	0.000	26.800	0.699%	2,147	0.249%	0.56395%	0.18856%
Belle Glade	106.999	0.000	106.999	2.790%	17,286	2.006%	2.55498%	0.85426%
Boca Raton	480.522	0.000	480.522	12.530%	100,491	11.664%	12.27022%	4.10257%
Boynton Beach	244.312	2.142	246.454	6.427%	82,208	9.542%	7.36110%	2.46120%
Briny Breezes	0.528	0.000	0.528	0.014%	500	0.058%	0.02705%	0.00904%
Cloud Lake	1.599	0.000	1.599	0.042%	140	0.016%	0.03406%	0.01139%
Delray Beach	298.454	14.251	312.705	8.154%	67,213	7.801%	8.04826%	2.69095%
Glen Ridge	3.496	0.000	3.496	0.091%	215	0.025%	0.07130%	0.02384%
Golf	10.555	0.000	10.555	0.275%	281	0.033%	0.20245%	0.06769%
Greenacres	49.264	0.000	49.264	1.285%	45,476	5.278%	2.48272%	0.83010%
Gulf Stream	8.882	0.000	8.882	0.232%	959	0.111%	0.19552%	0.06537%
Haverhill	14.447	0.000	14.447	0.377%	2,193	0.255%	0.34007%	0.11370%
Highland Beach	2.516	0.000	2.516	0.066%	4,303	0.499%	0.19576%	0.06545%
Hypoluxo	0.000	0.000	0.000	0.000%	2,687	0.312%	0.09356%	0.03128%
Juno Beach	10.166	0.157	10.323	0.269%	3,883	0.451%	0.32364%	0.10821%
Jupiter	308.473	2.155	310.628	8.100%	61,333	7.119%	7.80560%	2.60982%
Jupiter Inlet Colony	5.455	0.000	5.455	0.142%	400	0.046%	0.11350%	0.03795%
Lake Clarke Shores	25.658	0.000	25.658	0.669%	3,556	0.413%	0.59216%	0.19799%
Lake Park	60.089	1.231	61.320	1.599%	9,025	1.048%	1.43354%	0.47931%
Lake Worth Beach	205.897	0.500	206.397	5.382%	43,432	5.041%	5.27973%	1.76529%
Lantana	63.141	4.052	67.193	1.752%	12,244	1.421%	1.65283%	0.55263%
Loxahatchee Groves	109.934	0.000	109.934	2.867%	3,373	0.391%	2.12410%	0.71020%
Manalapan	4.896	0.000	4.896	0.128%	420	0.049%	0.10399%	0.03477%
Mangonia Park	16.637	0.000	16.637	0.434%	2,369	0.275%	0.38617%	0.12912%
North Palm Beach	58.853	4.532	63.385	1.653%	13,145	1.526%	1.61470%	0.53988%
Ocean Ridge	13.260	0.000	13.260	0.346%	1,830	0.212%	0.30576%	0.10223%
Pahokee	43.880	0.249	44.129	1.151%	5,607	0.651%	1.00073%	0.33460%
Palm Beach	84.546	1.324	85.870	2.239%	9,207	1.069%	1.88800%	0.63125%
Palm Beach Gardens	151.491	4.628	156.119	4.071%	61,517	7.140%	4.99173%	1.66899%
Palm Beach Shores	9.833	0.000	9.833	0.256%	1,309	0.152%	0.22506%	0.07525%
Palm Springs	77.160	0.000	77.160	2.012%	27,167	3.153%	2.35439%	0.78719%
Riviera Beach	162.863	0.505	163.368	4.260%	38,795	4.503%	4.33285%	1.44870%
Royal Palm Beach	152.059	0.000	152.059	3.965%	40,299	4.677%	4.17880%	1.39719%
South Bay	25.240	0.000	25.240	0.658%	4,958	0.575%	0.63335%	0.21176%
South Palm Beach	0.000	0.000	0.000	0.000%	1,469	0.171%	0.05115%	0.01710%
Tequesta	44.689	0.189	44.878	1.170%	6,179	0.717%	1.03432%	0.34583%
Wellington	382.394	0.000	382.394	9.971%	61,788	7.172%	9.13141%	3.05310%
West Palm Beach	503.170	30.870	534.040	13.926%	122,157	14.179%	14.00151%	4.68143%
<b>TOTAL</b>	<b>3768.158</b>	<b>66.785</b>	<b>3834.943</b>	<b>100%</b>	<b>861,561</b>	<b>100%</b>	<b>100%</b>	<b>33.4352%</b>

\*\* Westlake is not eligible to receive local option gas tax revenue distributions; those totals are not included in this summary

Calculation Legend:  
 Value "A" = Individual municipality's percentage of total municipal lane miles  
 Value "B" = Individual municipality's percentage of total municipal population  
 Value "C" = 70% of Value "A" + 30% of Value "B"  
 Value "D" = Value "C" x 33.4352 Municipal Split

**Example for a hypothetical new municipality with a population of 40,000**

2024 Distribution Formula:

CountyShare	66.5648%
Municipalities' <u>TOTAL MUNICIPAL SHARE</u>	33.4352%

2024 Total Municipal Population = 861,561

New Municipality's 1<sup>st</sup> full fiscal year share is based solely on the percentage of its population:

$$40,000/861,561 = 4.643\%$$

New Municipality's Pro Rata Share of the TOTAL MUNICIPAL SHARE:

$$4.643\% \times 33.4352\% = 1.552\%$$

Calculation for the Change in the County Share:

$$1.552\% \times 66.5648\% = 1.0333\%$$

Resulting in the Updated County Share:

$$66.5648\% - 1.0333\% = \underline{65.5315\%}$$

And the Updated TOTAL MUNICIPAL SHARE:

$$33.4352\% + 1.0333\% = \underline{34.4685\%}$$

**RESOLUTION NO. 2025-13**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, SUPPORTING THE PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the movement of people, goods, and services in, around and throughout Palm Beach County relies on an interconnected transportation network and related transportation services, and

**WHEREAS**, the transportation network and transportation services are the responsibility of multiple jurisdictions and governmental agencies such as FDOT, Palm Beach County, municipalities, and various taxing districts and authorities, and

**WHEREAS**, citizens are focused on going to and from their destinations and are mostly unaware of jurisdictional boundaries, ownership responsibilities, and funding sources for these transportation networks and services, and

**WHEREAS**, the quality, manner, and time required for people, goods, and services to move in the county has tremendous impacts on every aspect of life in Palm Beach County, and

**WHEREAS**, population growth in recent years has consistently outpaced the existing transportation network's capabilities creating traffic jams, longer travel times, safety issues, extra expenses, and frustration, and;

**WHEREAS**, population growth is expected to continue to increase for the foreseeable future due to the desirability and quality of life in South Florida and Palm Beach County, and

**WHEREAS**, a Countywide Transportation Plan is the only way to effectively address the issues involved with the transportation network and services that exist now and, in the future, and

**WHEREAS**, the City Commission, of the City of Pahokee, along with other municipalities, and taxing districts recognize that working together in a



constructive and proactive manner is the only way forward for the benefit of all Palm Beach County citizens, and

**WHEREAS**, expertise in developing a collaborative and comprehensive Countywide Transportation Plan requires the engagement of a Consulting Firm of National/International repute, experience and capabilities, and

**WHEREAS**, the only entity of which the cities and the County are officially connected for purposes of working together to address issues of a countywide nature is the Intergovernmental Coordination Program (ICP), and

**WHEREAS**, the ICP is identified in the County and the cities' Comprehensive Plan Intergovernmental Coordination Elements (ICE) with a membership memorialized through Interlocal Agreements; and

**WHEREAS**, the ICP membership also includes the taxing authorities and districts who build and maintain transportation infrastructure, and

**WHEREAS**, the ICP can provide unified, trusted, and collaborative outcomes instead of ones that are weighted towards one side or the other, and

**WHEREAS**, the ICP will need the full support of the members both at the Policy level (elected officials) and the staff levels to make this process work, and;

**WHEREAS**, through passage of this Resolution, the City of Pahokee is in no way making a financial commitment; and

**WHEREAS**, the City Commission finds that collaborating with fellow municipalities, Palm Beach County, and other local governments to develop and create a Countywide Transportation Plan is in the City's best interests and serves a valid public purpose.

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

**Section 1.** The recitals set forth above are incorporated into this Resolution as true findings of fact by the City Commission.

**Section 2.** The City Commission supports the following as necessary for the achievement of a Countywide Transportation Plan

1. The crafting of a Scope of Services by the Palm Beach County City Manager's Association (PBCCMA) through an internal process of which the final version will be distributed to the County and the municipalities.
2. The ICP's Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC) shall serve as the Oversight Board for the Consulting Firm hired to craft the Countywide Transportation Plan providing policy-level activities specifically related to the contractual relationship, holding public meetings with the Consulting Firm, providing direction to IPARC 2.0, facilitating engagement and participation of the ICP membership, and making recommendations to the governing bodies of the County, municipalities and others.
3. The formation of an expanded version of the Intergovernmental Plan Amendment Review Committee (IPARC) by adding municipal and County Engineers, Public Works, IT, TPA, FDOT, Tri-Rail, Palm Tran, and others as deemed appropriate by MICFEC to serve as the Technical Advisory Committee (TAC). The Technical Advisory Committee, IPARC 2.0, will provide information as required by the Consulting Firm as the subject matter experts and provide input and advice to the Consulting Firm and MICFEC.
4. The coordination and processing of the contract with the selected Consulting Firm by use of the County government as the responsible agency for contract administration including but not limited to assuring compliance with the terms and conditions of the contract and invoice processing and payments.
5. The ICP's Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC) shall serve as the Oversight Board for the Consulting Firm hired to craft the Countywide Transportation Plan providing policy-level activities specifically related to the contractual relationship, holding public meetings with the Consulting Firm, providing direction to IPARC 2.0, facilitating engagement and participation of the ICP membership, and making recommendations to the governing bodies of the County, municipalities and others.
6. The formation of an expanded version of the Intergovernmental Plan Amendment Review Committee (IPARC) by adding municipal and County Engineers, Public Works, IT, TPA, FDOT, Tri-Rail, Palm Tran, and others as deemed appropriate by MICFEC to serve as the Technical Advisory Committee (TAC). The Technical

Advisory Committee, IPARC 2.0, will provide information as required by the Consulting Firm as the subject matter experts and provide input and advice to the Consulting Firm and MICFEC.

- 7. The ICP's Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC) shall serve as the Oversight Board for the Consulting Firm hired to craft the Countywide Transportation Plan providing policy-level activities specifically related to the contractual relationship, holding public meetings with the Consulting Firm, providing direction to IPARC 2.0, facilitating engagement and participation of the ICP membership, and making recommendations to the governing bodies of the County, municipalities and others.
- 8. The formation of an expanded version of the Intergovernmental Plan Amendment Review Committee (IPARC) by adding municipal and County Engineers, Public Works, IT, TPA, FDOT, Tri-Rail, Palm Tran, and others as deemed appropriate by MICFEC to serve as the Technical Advisory Committee (TAC). The Technical Advisory Committee, IPARC 2.0, will provide information as required by the Consulting Firm as the subject matter experts and provide input and advice to the Consulting Firm and MICFEC.
- 9. The coordination and processing of the contract with the selected Consulting Firm by use of the County government as the responsible agency for contract administration including but not limited to assuring compliance with the terms and conditions of the contract and invoice processing and payments.

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

**PASSED and ADOPTED** this 11<sup>th</sup> day February 2025.

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

ATTEST:

\_\_\_\_\_  
Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Commissioner Boldin	_____ (Yes)	_____ (No)
Commissioner Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)



# AGENDA

## MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: MICHAEL E. JACKSON, CITY MANAGER

FROM: PARKS & RECREATION

SUBJECT: CMM ROOFING, INC. – ROOF REPAIR & REPLACEMENT OF THE CITY OF PAHOKEE PARKS & RECREATION SPORTS COMPLEX ADMINISTRATIVE BUILDING “A”

DATE: FEBRUARY 6, 2025

**GENERAL SUMMARY/BACKGROUND:**

The City of Pahokee Parks & Recreation Sports Complex Administrative Building “A” is in need of a roof replacement. The City issued an RFP 2024-01 for proposals for qualified contractor to repair and replace the roof at Parks and Recreation Sports Complex. The roof replacement is needed immediately due to severe damages that have occurred to the administrative building (building “A”) over time.

The city will be using discretionary disc surtax funds to repair the roof. The amount of the received RFP from CMM Roofing, Inc. is for \$60,850.00. The City Manager would like to request authorization to move forward with the above-mentioned agreement with CMM Roofing Inc.

**BUDGET IMPACT:** Yes, \$60,850.00 – discretionary disc surtax

**LEGAL NOTE:** N/A

**STAFF RECOMMENDATION:**

Staff recommends approval of CMM Roofing, Inc. agreement for the roof replacement at the City of Pahokee Parks & Recreation Sports Complex Administrative Building “A”.

**ATTACHMENTS:**

- Resolution 2025-14
- Exhibit “A”
- Exhibit “B”

**RESOLUTION 2025-14**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING AN AGREEMENT BETWEEN CMM ROOFING, INC. AND THE CITY OF PAHOKEE FOR THE REPAIR OF THE ROOF TO THE CITY OF PAHOKEE PARKS & RECREATION SPORTS COMPLEX ADMINISTRATIVE BUILDING “A”; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pahokee, Florida (the “City”) issued Request for Proposals No. 2024-01 (the “RFP”) to identify a contractor to provide roof repair to the City of Pahokee Parks and Recreation Sports Complex Administrative Building “A”; and

**WHEREAS**, CMM Roofing, Inc. (“Contractor”) was the lowest responsible proposer to the RFP 2024-01 issued by the City and desires to contract with the City for repair and replacement of the City of Pahokee’s Parks and Recreation Sports Complex Administrative Building “A”; and

**WHEREAS**, the City and CMM Roofing, Inc. mutually recognize the need for entering into the Agreement attached as Exhibit “A” hereto designating and setting forth the responsibilities of each party; and

**WHEREAS**, the City Commission of the City of Pahokee, Florida believes that entering into the Agreement attached as Exhibit “A” with CMM Roofing, Inc. in the amount of Sixty thousand, Eight Hundred Fifty (\$60,850.00); and

**WHEREAS**, the City Commission of the City of Pahokee, Florida believes that entering into the Agreement attached as Exhibit “A” with CMM Roofing, Inc. in the best interests of the City and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS IT 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 and Approval. The City Commission of the City of Pahokee hereby authorizes and approves the Agreement between the City of Pahokee and CMM Roofing, Inc. for the roof repair and replacement for the City of Pahokee Parks & Recreation Sports Complex Administrative Building “A”, and further authorizes the Mayor to execute the Agreement attached hereto as Exhibit “A”.

Section 3. Authorizing City Manager. The City Commission of the City of Pahokee hereby authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 11<sup>th</sup> day of February 2025

ATTEST

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

\_\_\_\_\_  
Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Vote:

Commissioner Boldin	_____(Yes)	_____(No)
Commissioner Cowan-Williams	_____(Yes)	_____(No)
Commissioner McPherson	_____(Yes)	_____(No)
Vice Mayor Murvin	_____(Yes)	_____(No)
Mayor Babb	_____(Yes)	_____(No)

**EXHIBIT “A”**

**CMM ROOFING INC. AGREEMENT**



## CONTRACT

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF PAHOKEE, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as CITY, and CCM ROOFING, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 88-1858329.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the CITY all goods and services requested under the Request for Proposals #2024-01 for City of Pahokee Parks & Recreation Building A Roof Replacement, and as further stated in CONTRACTOR's Bid Proposal and pursuant to the terms and conditions of this Contract.

### ARTICLE 1. SERVICES OF THE CONTRACTOR.

A. The CONTRACTOR shall provide all goods and services as stated in the Proposal Documents and the Specifications and Project Drawings referenced therein in accordance with the Bid Proposal (hereinafter referred to as "Work"), which are incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Work is provided.

B. The Work provided by the CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and upon written notice from the CITY to proceed.

### ARTICLE 2. PERIOD OF SERVICE.

A. This Contract and the provision of all Work hereunder shall be completed by the CONTRACTOR within 28 calendar days of a Notice to Proceed which is expected to be provided on March 3, 2025 or for such other period of time agreed to in writing by the parties in accordance with the terms and conditions of this Contract.

B. The CONTRACTOR shall not be considered in default by reason of any failure in performance of the Work if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; unreasonable utility provider delays, unreasonable permitting delays and abnormally severe and unusual weather conditions.

C. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR's failure to perform was without it or its subcontractor's fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

D. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the schedule



in this Contract as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

### **ARTICLE 3. CITY'S REPRESENTATIVE.**

Unless otherwise specified by the CITY, the CITY's representative shall be the City' Manager or written designee.

### **ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.**

A. The CITY agrees to compensate the CONTRACTOR in accordance with CONTRACTOR's Bid Proposal in response to the RFP. The total and cumulative amount of this Contract shall not exceed Sixty Thousand Eight Hundred and Fifty Dollars (\$60,850.00); and

B. CONTRACTOR shall invoice the CITY on the form provided as Exhibit "C" and include such information as requested. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Work shall be invoiced in accordance with the Payment Schedule set forth in the Scope of Work/Specifications. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in this Contract without prior written authorization from the CITY shall be the liability of the CONTRACTOR.

D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all Work has been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of the Work.

F. The CITY shall retain ten percent (10%) of the invoices received from CONTRACTOR for the provision of the Work under this Contract. Said retainage will be released by the CITY upon final completion and inspection of the CONTRACTOR's work.

G. If the CITY fails to make any payment due the CONTRACTOR for the Work under this Contract within forty-five (45) days after the CONTRACTOR's transmittal of its invoice to the CITY, the CONTRACTOR may, after giving notice to the CITY, suspend the Work under this Contract until it has been paid in full all amounts due.

H. If the CITY disputes any invoice or part of an invoice, CITY shall notify CONTRACTOR of such dispute within fifteen (15) days of receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to CONTRACTOR in accordance with the terms and conditions of this Contract.

### **ARTICLE 5. INDEMNIFICATION.**

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the CITY, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. The CONTRACTOR shall not be required to indemnify the CITY, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the CITY, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in §768.28, Florida Statutes.

#### **ARTICLE 6. PERSONNEL.**

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the Work required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of the CONTRACTOR's personnel (and all sub-contractors) while on CITY premises, will comply with all CITY requirements governing conduct, safety, and security.

#### **ARTICLE 7. TERMINATION.**

A. This Contract may be cancelled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the CITY, with or without cause, upon ten (10) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for Work rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.
4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 8. FEDERAL AND STATE TAX.**

The CITY is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

#### **ARTICLE 9. INSURANCE.**

Prior to commencing any Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the Proposal Documents. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an Additional Insured.

#### **ARTICLE 10. SUCCESSORS AND ASSIGNS.**

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

#### **ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.**

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach, County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP.**

The CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

#### **ARTICLE 13. ACCESS AND AUDITS.**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

#### **ARTICLE 14. NONDISCRIMINATION.**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

#### **ARTICLE 15. ENFORCEMENT COSTS.**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 16. AUTHORITY TO PRACTICE.**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the Work under this Contract, and that it will at all times conduct its business and provide the Work under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

#### **ARTICLE 17. SEVERABILITY.**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 18. MODIFICATIONS OF WORK.**

A. The CITY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

B. If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by the contemplated change, pending the CITY's decision to proceed with the change.

C. If the CITY elects to make the change, CONTRACTOR shall not commence work on any such change until the CONTRACTOR receives written authorization from the CITY.

**ARTICLE 19. PROTECTION OF WORK AND PROPERTY.**

A. The CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the CITY's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. Until acceptance of the Work by the CITY, the CITY's property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.

C. The CONTRACTOR will also take every necessary precaution to ensure the safety of the CITY, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

D. The CONTRACTOR shall have the responsibility to repair, rebuild or restore to its former condition any and all portions of existing utilities, structures, equipment, appurtenances or facilities, other than those to be paid for under the specifications, which may be disturbed or damaged due to his construction operations. The CONTRACTOR shall return all swale areas back to their original condition, including, but not limited to, repairing broken sprinklers, filling in ruts caused by the parking of vehicles, and replacing damaged grass.

**ARTICLE 20. PRECAUTIONS/COORDINATION WITH CURRENT ACTIVITIES.**

The CONTRACTOR shall conduct his operations in such a manner that they will not unduly obstruct or delay current vehicular or pedestrian movements in the vicinity of the Work. Adequate warning signs, barricades, lights and patrolling shall be utilized to protect the public, and such measures shall comply with all applicable state and county regulations. The CONTRACTOR shall coordinate his activities with others performing construction or relocation work with the Project site. The CONTRACTOR's vehicles and equipment shall be parked and placed in such a manner so as not to block the motorist's view of traffic signs and signals or impede pedestrian access.

**ARTICLE 21. EXISTING UTILITIES AND STRUCTURES.**

It shall be the responsibility of the CONTRACTOR to determine the exact location of underground utilities and facilities. The CONTRACTOR shall locate all water services in the field prior to construction. The CITY assumes no liability for damages sustained or costs incurred because of the CONTRACTOR's operation in the vicinity of existing utilities or structures. The CONTRACTOR shall notify the respective utility companies when their existing utilities conflict with the new construction and shall coordinate his construction work with the relocation work of the utility companies, if applicable.

**ARTICLE 22. NOTICE.**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested or overnight delivery service addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice

shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

- CITY: City of Pahokee  
Attn: Michael Jackson, City Manager  
207 Begonia Drive  
Pahokee, FL 33493
- Copy to: Burnadette Norris-Weeks, P.A.  
Attn: Burnadette Norris-Weeks  
401 N. Avenue of the Arts (NW 7<sup>th</sup> Avenue)  
Fort Lauderdale, FL 33311
- CONTRACTOR: Conner Lees  
CCM Roofing, Inc.  
950 Tamiami Trail  
#113  
Port Charlotte, FL 33953

All notices required in this Contract shall be sent by certified mail, return receipt requested. The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**ARTICLE 23. ENTIRETY OF CONTRACTUAL AGREEMENT.**

The CITY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 24. TERMINOLOGY AND CAPTIONS.**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

**ARTICLE 25. WAIVER.**

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.



**ARTICLE 26. PREPARATION.**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**ARTICLE 27. MATERIALITY.**

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

**ARTICLE 28. EXHIBITS AND CONTRACT DOCUMENTS.**

Each exhibit and other contract documents referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

**ARTICLE 29. LEGAL EFFECT.**

This Contract shall not become binding and effective until approved by the City Council of the City of Pahokee.

**ARTICLE 30. SURVIVABILITY.**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

**ARTICLE 31. DEFAULT.**

A. Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

1. The filing of a lien by any sub-CONTRACTOR, sub-contractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
2. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
3. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or

CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

- 4. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the Work under this Contract on schedule as agreed to by CONTRACTOR in this Contract.

B. CONTRACTOR shall provide written notice to the CITY of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

**ARTICLE 32. WARRANTY.**

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, subject to the conditions set forth in the Specifications. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the CITY, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the CITY with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

**ARTICLE 33. TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES.**

Time is of the essence in all respects under this Contract, and the parties agree that the CITY will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay to the CITY an amount equal to \$750.00 per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the CONTRACTOR.

**ARTICLE 34. WAIVER OF SUBROGATION.**

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

**ARTICLE 35. REPRESENTATIONS/BINDING AUTHORITY.**

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

**CONTRACTOR:**

BY: \_\_\_\_\_  
Authorized Representative  
CCM Roofing, Inc.

CITY OF PAHOKEE

BY: \_\_\_\_\_  
Michael Jackson  
CITY MANAGER

ATTEST:  
BY: \_\_\_\_\_

CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
CITY ATTORNEY

EXHIBIT "A"  
(RFP DOCUMENT)

**EXHIBIT B – CONTRACTOR'S PROPOSAL**

**EXHIBIT "C"**  
**APPLICATION FOR PAYMENT NO. \_\_\_\_\_**

To: CITY OF PAHOKEE (OWNER)

From: \_\_\_\_\_

Contract: City of Pahokee **Parks & Recreation Building A Roof Replacement**  
For Work accomplished through the date of \_\_\_\_\_, 2025.

- 1. Original Contract Price: \$ \_\_\_\_\_
- 2. Net change by Change Orders and Written Amendments (+ or -): \$ \_\_\_\_\_
- 3. Current Contract Price (1 plus 2): \$ \_\_\_\_\_
- 4. Total completed and stored to date: \$ \_\_\_\_\_
- 5. Retainage (per Agreement):  
  - Ten percent** (10%) of completed Work,  
material and equipment purchased: \$ \_\_\_\_\_
- 6. Total completed and stored to date less retainage (4 minus 5): \$ \_\_\_\_\_
- 7. Less previous Application for Payments: \$ \_\_\_\_\_
- 8. **DUE THIS APPLICATION (6 MINUS 7):** \$ \_\_\_\_\_

Accompanying Documentation:

**CONTRACTOR'S Certification:** The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done and goods purchased under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work, materials and equipment covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances, and (3) all Work, materials and equipment covered by this Application for Payment are in accordance with the Contract Documents and not defective.

Dated \_\_\_\_\_ By: \_\_\_\_\_  
Contractor

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_ By: \_\_\_\_\_

**SEALED PROPOSALS FOR  
RFP NO. 2024-01**

**COMMERCIAL ROOF REPLACEMENT FOR  
CITY OF PAHOKEE  
PARKS & RECREATION  
SPORTS COMPLEX**



**CITY OF PAHOKEE COMMISSION**

**KEITH W. BABB JR., MAYOR  
CLARA MURVIN, VICE MAYOR  
DERRICK BOLDIN, COMMISSIONER  
SANQUETTA COWAN-WILLIAMS, COMMISSIONER  
EVERETT McPHERSON, COMMISSIONER**

**BIDS TO BE OPENED ON**

**3:00pm, local time  
Tuesday, 23<sup>rd</sup> July 2024**

**MICHAEL E. JACKSON, INTERIM CITY MANAGER**

**CITY OF PAHOKEE \* 207 BEGONIA DRIVE \* PAHOKEE \* FLORIDA \* 33476**

**LEGAL NOTICE**  
**REQUEST FOR PROPOSALS**  
**RFP 2024-01**  
**CITY OF PAHOKEE ROOF REPLACEMENT**  
**PARKS & RECREATION SPORTS COMPLEX**

The City of Pahokee, Florida, a Florida municipal corporation located in Palm Beach County, Florida, will be receiving sealed proposals for RFP #2024-01 for ROOF REPLACEMENT FOR PARKS & RECREATION SPORTS COMPLEX until **2:00pm, local time, Tuesday, 23<sup>rd</sup> July 2024**, at which time they will be stamped and logged in by the City Clerk or City Hall Administration. Proposals received after this time will be returned unopened.

**A mandatory pre-bid meeting is scheduled for 10:00am, local time, Friday, 12<sup>th</sup> July 2024** at the Commission Chambers located at 360 East Main Street, Pahokee, Florida 33476. Failure to attend the mandatory pre-bid meeting shall result in rejection of the proposal.

The complete RFP including specifications, drawings, and proposal forms may be obtained by bona fide bidders from the Community & Economic Development Office at 207 Begonia Drive, Pahokee, Florida 33476, Monday through Friday, 9:00 a.m. to 3:00 p.m. or from the City of Pahokee’s website at: [www.cityofpahokee.com](http://www.cityofpahokee.com) For more information contact at 561.924.2972 or via email: [jadams@cityofpahokee.com](mailto:jadams@cityofpahokee.com).

Sealed envelopes should be marked **“RFP 2024-01 ROOF REPLACEMENT FOR PARKS & RECREATION SPORTS COMPLEX”**. The City of Pahokee shall accept the Request for Proposals from the most responsive & responsible proposer that best meets the needs of the City, taking into consideration, also the capability to perform the contract on a timely basis, financial responsibility of the proposer, previous satisfactory performance and other such abilities of the proposer that the City, in its sole discretion, determines will enable the bidder to perform effectively and efficiently.

Bids will be **opened and read** aloud by the Bid Review Committee on **3:00pm, local time, Tuesday, 23<sup>rd</sup> July 2024**, local time and the winning bidder will be notified by **5:00pm local time, Monday, 22<sup>nd</sup> July 2024**.

The City of Pahokee shall not be liable for any costs incurred by any proposer in connection with its response to this ITB. The City reserves the right to reject any and all proposals, to waive any informality in any proposals, solicit and re-advertise for new Proposal submittals or to abandon the project in its entirety. No bidder may be withdrawn for a period of sixty (60) days after the scheduled closing date for the receipt of the proposal.

CITY OF PAHOKEE

PUBLISH: CITY OF PAHOKEE WEBSITE: Monday, 1<sup>st</sup> July 2024  
DEMANDSTAR WEBSITE: Monday, 1<sup>st</sup> July 2024

THE PALM BEACH POST News:  
Print: Wednesday, 3<sup>rd</sup> July 2024, Wednesday, 10<sup>th</sup> July 2024  
Online: Wednesday, 3<sup>rd</sup> July 2024, Wednesday, 10<sup>th</sup> July 2024



City of Pahokee - Community & Economic Development Department



RFP 2024-01

REQUEST FOR PROPOSALS CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
Bid Advertised	Monday, 1 <sup>st</sup> July 2024 Monday, 1 <sup>st</sup> July 2024  Wednesday, 3 <sup>rd</sup> July 2024, Wednesday, 10 <sup>th</sup> July 2024	Posted on DemandStar Posted on the City of Pahokee’s website Posted in The Palm Beach Post
<b>Mandatory Pre-Bid Meeting</b>	10:00am, local time, Friday, 12 <sup>th</sup> July 2024	See Pre-Bid meeting clause
Deadline for questions	12noon, local time, Wednesday, 17 <sup>th</sup> July 2024	See deadline for questions clause
Anticipated Date for Responses to Questions	12noon, local time, Friday, 19 <sup>th</sup> July 2024	Questions must be emailed and responses will be replied to via email to all who attend the Mandatory Pre-Bid Meeting
<b>Sealed Bids Due</b> (Bids number must be clearly indicated on the envelope)	2:00pm, local time, Tuesday, 23 <sup>rd</sup> July 2024	<b>Submit BEFORE the Due Date and Time to the following address:</b> Department of Community & Economic Development City of Pahokee 207 Begonia Drive Pahokee, Florida 33476
Opening BID Meeting	3:00pm, local time, Tuesday, 23 <sup>rd</sup> July 2024	
Anticipated Date of Intended Award	5:00pm local time, Friday, 26 <sup>th</sup> July 2024	Award letter will be emailed and sent via US mail to the selected contractor

Remainder of the Page Intentionally Left Blank

The City of Pahokee is issuing a Request for Proposals (RFP) from qualified commercial roof replacement contractors to replace the roof of on the Parks and Recreation Sports Complex Administrative building (Bldg. A) located at 360 East Main Street, Pahokee, Florida 33476. To be considered for this contract, your business must meet the qualifications and satisfy the requirements set forth in this Request for Proposals. Proposals must be received at the address listed below until 2:00pm local time on Tuesday, 23<sup>rd</sup> July 2024:

*City of Pahokee - City Hall  
Department of Community & Economic Development  
“RFP 2024-01 Commercial Flat Roof Replacement - Parks & Recreation Sports Complex Admin Bldg - A”  
207 Begonia Drive  
Pahokee, Florida 33476*

**SCOPE OF WORK**

The City is seeking interested and qualified licensed contractors to submit a proposal to replace the existing flat roof on the Parks & Recreation Sports Complex Admin Bldg. - A located at 360 East Main Street, Pahokee, Florida 33476

Proposals must include all labor, materials, personnel, and equipment needed. Interested parties must demonstrate qualifications, experience and abilities associated to accomplish and support all aspects of the prescribed scope of work in a cost-effective manner. Proposal must include copies of any and all state, county and city valid licenses and valid certificate of insurance.

**INSTRUCTIONS**

Proposal will be received until 2:00pm local time on Wednesday, 23<sup>rd</sup> July 2024 at the City of Pahokee - City Hall, Department of Community & Economic Development, 207 Begonia Drive, Pahokee, Florida 33476. All submittals shall be in a sealed, clearly marked envelope. Envelopes must indicate the name of the bidder and “RFP 2024-01 Commercial Flat Roof Replacement - Parks & Recreation Sports Complex Admin Bldg. - A”

Submittals shall consist of three (3) clearly marked originals and one (1) copy which shall be signed and submitted to the Office of Community & Economic Development no later than the time and date specified in this solicitation. Timely submissions of the response is the responsibility of the bidder. An electronic PDF version of the entire proposal package must be provided upon request after the submittal deadline.

Bids submitted may not be withdrawn or modified for 60 days following the date on which they are opened and recorded by the Department of Community & Economic Development.

Questions regarding this Request for Proposals shall be directed to Greg Williams, Director of Parks & Recreation, 207 Begonia Drive, Pahokee, Florida 33476; 561.924.2972 (phone) or via email: [gwilliams@cityofpahokee.com](mailto:gwilliams@cityofpahokee.com)

The City of Pahokee reserves the right to reject any or all proposals, to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the City, to waive irregularities in any proposal, and to accept a proposal which best meets the needs of the City irrespective of the bid price.

### **GENERAL PROPOSAL REQUIREMENTS**

The specifications outlined in this RFP will be made a part of any agreement entered into between the City and the selected individual or firm. All bidders should follow the format specified below. Applicants should base their submittals on the details of this RFP, specifically the detailed information provided in any addenda that may be issued.

1. **Cover Page:** The proposal shall include the RFP Title, date of submittal, company name, address, electronic-mail, and telephone numbers. This page should also include the main point of contact.
2. **Resumes, Qualifications and Experience:** This section contains an overview of the bidder's background, training, and experience. Provide at least three but not more than five similar projects that you have completed in the last five years.
3. **Services Provided:** This section contains the information requested as detailed in "Services Requested" section of this RFP.
4. **Pricing:** The proposal shall include a complete scope of services and all associated in the proposal are true and correct to the best of their knowledge.
5. **Certification:** The bidder will provide a certification that the statements contained in the proposal are true and correct to the best of their knowledge.
6. **Additional Attachments:** All other attachments, e.g. required forms, company information, etc. or any additional information to be included with the proposal. Provide any additional information you would like the City to consider and any value-added goods or services that City might be interested in.

This Request for Proposals is not an offer of contract. Receipt of proposal neither commits the City of Pahokee to award a contract to any party, even if all requirements stated in this proposal are met, nor limits the City of Pahokee's right to negotiate in its best interest. The City reserves the right to contract with a bidder whose proposal is determined to be in its best interests. The City reserves the right to reject any and all offers received. No proposals will be accepted from anyone who is in arrears for prior expenses or fees owed to the City.

Expenses incurred in the preparation of proposals in response to this Request for Proposals are the bidder's responsibility. No work performed by the selected contractor that is out of the scope as defined by the contractor's proposal will be reimbursed unless specifically authorized by the City in writing.

All proposals are subject to the Florida Statute Chapter 119. Once proposals are opened, the information contained therein becomes freely accessible to the public.

### **SERVICES REQUESTED**

The City is seeking a qualified contract to replace the flat roof at the Parks & Recreation Sports Complex Admin Bldg. - A. The City will rely upon the contractor's expertise and experience to suggest the best roofing solution suited to the building. This Request for Proposals identifies the requirements that are considered to be the minimum by the City according to specifications of the City's BPZ Dept and/or EOR. Specific details described within this Request for Proposals notwithstanding, it will be the obligation of the selected contractor to adhere to accepted industry standard methods and practices in completing work and to complete a project that is consistent in terms of appearance and quality of materials and workmanship of other areas of the Parks & Recreation Sports Complex.

The proposed services must include, but need not be limited to, the following:

1. Complete turnkey project to remove and replace entire flat roof of the Parks & Recreation Sports Complex Admin Bldg. - A at located at 360 East Main Street, Pahokee, Florida 33476.
2. The general work to be performed in replacing the roof will be the following:
  - a. Any necessary safety measures installed;
  - b. Complete removal of the existing roof and flashing
  - c. All electrical disconnections for the careful work around any telemetry or equipment on the roof.
  - d. All electrical reconnections required for the proper installation of any telemetry or equipment on the roof
  - e. Installation of the roofing, flashing and other appurtenances, and
  - f. Removal and proper disposal of project debris and complete site restoration
3. Contractor shall protect and include all necessary electrical disconnections and reconnections for transmitters, appliances, and other equipment located on the roof.
4. Contractor's estimate must provide a total cost of the project, including draw amounts and dates.
5. Contractor's proposal must provide a detailed description of the work to be performed.
6. Contractor's proposal must provide a detailed description of the material(s) to be used.
7. Contractor's proposal must provide a detailed description of warranty coverage, including specific manufacturer and installer warranties.
8. On-site space requirements must be made known for the contractor and equipment parking.
9. **Contractor is responsible for securing all required permits and inspections.**
10. Contractor must work with on-site project coordinator on timelines for project start and end. This includes working with Parks & Recreation Staff and/or their designee for access inside the building when necessary.

**TIME OF WORK AND COMPLETION.**

The contractor shall have work substantially completed by August 30<sup>th</sup>, 2024 and all work completed by September 15<sup>th</sup>, 2024. Any electrical work activities requiring power disconnection must be completed within 24 hours. The contractor shall not discontinue work for more than five (5) consecutive calendar days without the prior written approval of the City Manager. The work to be completed pursuant to this Request for Proposals will be scheduled between the hours of 9:00am and 4:00pm, Monday through Saturday, unless the contractor obtains written permission from the City Manager or his/her designee.

**MAINTENANCE OF PROJECT SITE.**

The contractor shall not work, store or operate equipment outside designated work areas without the permission of the City Manager or his/her designee.

The Contractor’s operations shall not interfere with city operations and/or emergency vehicles.

The contractor shall protect all abutting property from injury or loss and shall defend and save the City harmless from all such damages, injuries and loss occurring because of his/her work.

The contractor shall assume full responsibility from loss or damage to the work during the entire construction period resulting from conditions and from all other causes whatsoever not directly due to the acts or neglect of the City, including fire, vandalism and malicious mischief, and shall complete the work in accordance with this request for proposals within the time provided in this Request for Proposals.

The contractor shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, and shall provide watchmen and other facilities as required by local conditions, all at no additional cost to the City.

**CONTRACTOR REQUIREMENTS.**

The successful bidder will be required to agree to the below requirements, as well as prepare and provide the following:

1. The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Further, the City will consider the selected business to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the contract.
2. The Contractor shall be responsible for operating the site in a manner so as to minimize the risks associated with its being a nuisance during times when construction activities have been suspended and the site is not occupied by the contractor or its employees or subcontractors.
3. The proposal must include a list of similar roofing projects completed, as well as the name and contact information for that business or individual to use as reference.
4. The Contractor must be able to meet the insurance requirements specified in Appendix A.

5. Contractor, subcontractors and their employees shall be considered independent contractors and shall not be deemed employees of the City for any reason.

**SELECTION PROCESS.**

The City will make its selection based on its review of the proposals submitted. The criteria will include qualifications, experience, fee structure, ability to meet the needs of the City. The City of Pahokee reserves the right to reject any or all the proposals, and waive informalities in the proposals or the proposal process. The City may interview selected bidder(s). The City further reserves the right to award the contract to other than the lowest bidder if such action is deemed to be in the best interest of the City. The City reserves the right to consider other factor not named here in making its decision. This includes timeliness, cost, quality of materials used, and documented experience pertaining to similar roofing projects.

**PRE-BID ACCESS TO ROOF.**

Pre-bid access will occur after the pre-bid meeting only. Prospective bidders are encouraged to conduct a site visit prior to bid submittal. Access will be provided during regular business hours (9:00am to 1:00pm) the week of July 12 - 17, 2024. Contact Greg Williams, Director, Parks & Recreation, Parks & Recreation Sports Complex, 360 East Main Street, Pahokee, Florida 33476; 561.924.2972 (phone); or [gwilliams@cityofpahokee.com](mailto:gwilliams@cityofpahokee.com) (email) to arrange a date and time for inspection of roof.

**FEES.**

The proposal must include a “not-to-exceed” price to perform the list of requirements itemized. The proposal should also include the total hours estimated to complete the work. Please see attached bid form.

**SUBCONTRACTORS.**

Any subcontracted services proposed by the bidder shall be described and information provided as to the nature of the services the subcontractor provides as it relates to this proposal. The bidder shall include the name of the subcontractor, describe prior business relationships with these firms, the experience and qualification of said entities, and describe methods the contractor will employ manage the subcontractor. The financial and legal relationship between the bidder and the subcontractor must be described in the proposal and approved by the City prior to initiation of a contract. Bidders and their subcontractors must comply with all confidentiality laws and will be responsible for standard insurance requirements, which are part of these specifications.

**E-VERIFY**

In accordance with Florida Statutes§448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company’s “Company Profile page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for

immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

**QUESTIONS.**

Any interested party may submit, in writing via email to [gwilliams@cityofpahocee.com](mailto:gwilliams@cityofpahocee.com), questions regarding this RFP and proposed services no later than 12noon local time, on Wednesday, 17<sup>th</sup> July 2024. All questions will be answered in writing, via email response to the sender, and posted as an addendum to the RFP.

**BID FORM**  
**RFP 2024-01**  
**Commercial Roof Replacement**  
**Parks & Recreation Sports Complex**  
**Administrative Building - A**

Contractor Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Bid Amount (Lump Sum) \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_)

Alternates: Please Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exceptions - Please Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ I have read the Request for Proposals dated 1 July 2024

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



## APPENDIX A

### CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as well protect him from claims as set forth below, which may arise out of or result from the contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone employed by any of them or anyone for whose acts the Contractor may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefits acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. The City of Pahokee must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the City has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the City.

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less the One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his/her subcontractor's to procure and to maintain during the life of his subcontract Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his/her subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage - completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon Contractor's obligation to indemnify the City.

**HOLD HARMLESS**

The Contractor shall, to the fullest extent permitted by law, at all times indemnify and save harmless the City of Pahokee from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, to the extent caused in whole or in part, directly or indirectly, by the negligent acts or omissions of the Contractor, any person employed by the Contractor, or anyone for whom the Contractor is liable, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights obligations of indemnity which exist in law, or in equity, for the benefit of the City.

IN WITNESS WHEREOF, the CONTRACTOR has set its hand this \_\_\_\_\_day of \_\_\_\_\_, 2024.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**VENDOR INFORMATION FOR THE CITY OF PAHOKEE**

Please complete the following information for the City of Pahokee to track vendor applicant information for the City’s purchasing process and vendor registration for permitting.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Type (Sole Proprietorship, Corporation, LLC, etc) \_\_\_\_\_

Is your business Disadvantaged Business Enterprise (DBE)? **YES** \_\_\_\_\_ **NO** \_\_\_\_\_

Is your business a Minority and Women-Owned Business Enterprise (MWBE)?  
**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

Does your business have a small business status? **YES** \_\_\_\_\_ **NO** \_\_\_\_\_

Are you a registered vendor with the City of Pahokee? **YES** \_\_\_\_\_ **NO** \_\_\_\_\_

Any other business status, please provide information: \_\_\_\_\_

Provide the name of the Certifying Entity(ties): \_\_\_\_\_

Have your conducted business with the City before? **YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If the answer to the above question is **NO**, please provide your Federal ID Number and attach a copy of W-9 form, FEIN #: \_\_\_\_\_

Are your registered with the State of Florida Department of Business and Professional Regulations?  
**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

How did you discover this Bid opportunity? \_\_\_\_\_

**Completing the above information does not change your chances of being awarded a contract with the City of Pahokee. The information collected will NOT be sold.**

**Thank you.**





We've Got You Covered

CMM Roofing Inc  
2231 72nd Terrace E,  
Sarasota, FL 34243  
LIC: CCC1334661

Friday July 19, 2024

*Subject: RFP 2024-01 - Parks and Recreation Building A Re-Roof*

I hope this letter finds you well and thank you for the opportunity to provide a proposal for this project. Within this proposal you will find a list of our recent commercial projects and open awarded commercial contracts as of June 2024.

We expect the roofing scope of this project to take approximately 21 days to substantially complete. We will have a crew of 5-6 men on this job. We will require a staging area for the equipment and material that is ground dropped but this is something that can be determined prior to project commencement. We will have the entire project closed out within 30 days.

We are quoting a GAF 60 Mil TPO System that will carry a 20 year no dollar limit warranty.

Please let us know if you have any questions.

Thank you,  
Connor Lees  
Vice President  
727-300-9792

### **CMM Roofing Inc - Statement of Qualifications:**

Below you will find our currently open projects, our completed projects of similar scope, as well as some of our most important projects completed in the past 12 months. Please let us know if you have any further questions. We maintain offices in Florida, Georgia, and Texas. Our headquarters is located in Sarasota, Florida.

#### **Florida Headquarters:**

2231 72nd Terrace E,  
Sarasota, FL 34243

#### **Georgia Operations:**

One West Court Square, Suite 750  
Decatur, GA 30030

#### **Texas Operations:**

4500 Mercantile Plaza, Suite 300  
Fort Worth, TX 76137

### **Contracts Currently on Hand / In Progress:**

Address	Description	Contract Value
Avon Park Middle School - Reroof Pods 2,3,4,7,and 8	60,000 sqft modified bitumen torch applied roof replacement. Install New Polyiso insulation, New Cover Board, and a new 3 Ply Modified Bitumen Built Up Roofing System. <u>Awarded</u>	\$1,150,000
Sebring High School - Re-Roof Building 7	18,000 sqft modified bitumen torch applied roof replacement. Install New Polyiso insulation, New Cover Board, and a new 3 Ply Modified Bitumen Built Up Roofing System. <u>Awarded</u>	\$205,000
Florida A&M University Phase 1B Dorm Construction Roof Installation	48,000 sqft Lightweight concrete installation and 115 Mil PVC fleeceback installation. <u>Awarded</u>	\$998,000
City of Canton Georgia - Public Safety Building Re-Roof	14,000 sqft 60 Mil TPO Roof Replacement. Install new R30 Insulation, New Crickets, and New Fully Adhered Membrane. Furnish and Install New 24 Gauge Standing Seam Roof. <u>Awarded</u>	\$221,900
Bayport Condominiums - Reroof Multiple Units	15,000 sqft TPO Roof Replacement. Tear off the existing roof down to the LWIC deck. Furnish and Install new Polyiso Insulation and new fully adhered 60 Mil TPO. Furnish and Install New Parapet Coping Metal. <u>Awarded</u>	\$255,000
Tampa Hillsborough Expressway Headquarters - Reroof	10,000 sqft modified bitumen torch applied roof replacement. Install New Polyiso Insulation, New Cover Board, and a new 2 Ply Modified Bitumen Built Up Roofing System. <u>Awarded</u>	\$192,950
Spook Hill Elementary School New Cafeteria Roof Installation	25,000 sqft new construction school cafeteria roof. Install MBCI 24 Gauge Standing Seam Roof. <u>Awarded</u>	\$335,000
Lakes Wales Charter Schools 1818 Building Re-Roof Project	15,000 sqft school annex building. Install new 60 Mil TPO roofing system. <u>Awarded</u>	\$235,000
Boca Grande Community Center Roof Replacement	15,000 sqft community center roof replacement. Remove existing Clay Tile and Install New Clay Tile. <u>Awarded</u>	\$185,000
Indian River County Fire Station 11 Roof Replacement	10,000 sqft fire station roof replacement. Remove existing shingle roof and install new .040 Aluminum Standing Seam Roof. <u>Awarded</u>	\$185,000

**Projects Completed Within the Past 6 Months:**

Golf Course Villas - 1640 Atares Drive Punta Gorda	75,000 sqft condo complex. Install new Decra Villa Tile stone coated metal roofing system. <u>Complete</u>	\$1,195,000
Department of Military Affairs - Ft Myers Army - 3405 Marion Street Ft Myers	14,000 sqft armory. Install new Polyiso Insulation and new GAF Ruberoid Torch Down System. <u>Complete</u>	\$330,000
Gulf Cove United Methodist Church - 1100 S McCall Rd, Port Charlotte, FL 33981	17,000 sqft church. 22 Gauge Mechanical Seam Panels Over Roof Hugger Sub Purlin System. Gable Trim Replacement. <u>Complete</u>	\$425,000
Normandy Shores Country Club - 2401 Biarritz Dr, Miami Beach, FL 33141	10,000 sqft Golf Club House. Tear Off Existing Tile and Torch Down Roof. Install New Torch Down and New Cement Tile Roof. <u>Complete</u>	\$198,000
Florida Keys Mosquito Control Hanger - 503 107th Street, Gulf, Marathon FL	20,000 sq ft airport hanger. Install new 60 Mil TPO over coverboard. <u>Complete</u>	\$311,050
Normandy Shores Country Club - 2401 Biarritz Dr, Miami Beach, FL 33141	10,000 sqft Golf Club House. Tear Off Existing Tile and Torch Down Roof. Install New Torch Down and New Cement Tile Roof. <u>Complete</u>	\$198,000
Levy County Rd Department - Re-Roof	10,000 sqft New R Panel Metal Roof, Install Vinyl Backed Insulation. <u>Complete</u>	\$107,950
Siesta Breakers Condo Re-Roof - 6480 Midnight Pass Rd Sarasota FL	25,000 sqft condo tower complex. Two Residential Towers - New 60 Mil TPO Roof Laid over Tapered Polyiso Insulation. 5 Story Coastal High Rise. <u>Complete</u>	\$898,000
Heron's Glen Country Club Clubhouse Re-Roof - 2250 Heron's Glen Blvd N Ft Myers FL	60,000 sqft golf clubhouse. Tear Off Existing Tile Roof - Install New Decra Villa Tile Stone Coated Metal Panels. <u>Complete</u>	\$898,000
City of Clermont Florida - City Hall Re-Roof -	14,100 sqft office building - New 60 Mil TPO Roof Laid over Tapered Polyiso Insulation, Fully Bonded Project. <u>Complete</u>	\$215,000
Dockside Villas Condo Association - 3920 Bal Harbor Blvd Punta Gorda Florida -	60,000 sqft - Multi-Building Residential Condo Complex New Roof. Tear Off Tile Roof - Install Decra Villa Shake XD Stone Coated Metal Panels. <u>Complete</u>	\$886,000
Spinnaker Point Condos - 4000 Bal Harbor Blvd Punta Gorda -	68,500 sqft - Residential Condo Complex New Roof. Tear Off Stone Coated Metal Panels - Install Decra Villa Tile Stone Coated Metal Panels. <u>Complete</u>	\$1,005,000
El Galleon East HOA - 1775 Gulf Blvd Englewood FL	9,000 sqft - Residential Condo Tower Re-Roof - 24 Gauge Painted Kynar - Rolled Base and Cap Sheet. <u>Complete</u>	\$98,000
Kings Gate Villa HOA - 24000 Rampart Blvd Punta Gorda FL	225,000 sqft - 39 Duplexes New Shingle Roof Install. <u>Complete</u>	\$1,350,000
Vista Del Largo HOA - 26283 Nadir Rd Punta Gorda Florida	12,000 sqft - 2 Condo Buildings - New 24 Gauge Standing Seam Roof Install. <u>Complete</u>	\$130,350

**Parks and Recreation Building A  
360 E Main Street Pahokee, Florida  
Re-Roof Scope of Work**

- Obtain Notice of Commencement and record with City/County
- Obtain all requisite engineering for submittal of permits
- File and Pay for all associated Permits with Local Permitting Authority
- Tear Off Existing Roofing Membrane and Tarp down to the existing pitched wood deck. Dispose at County Landfill.
- Inspect Roof Deck and Ensure it is Ready for ISO and Membrane Installation - clean any loose debris
- Furnish and Install 2" GAF Energyguard Insulation to the Wood Deck using Drilltec Plates and #12 Fasteners. *(If Roof Deck is Not Structurally Pitched Tapered Insulation Will Be Required As a Change Order)*
- Furnish and Install Fully adhered GAF Everguard 60 Mil TPO using GAF bonding adhesive
- Furnish and Install GAF Universal TPO Corners
- Heat Weld All TPO Seams, Corners, and Flashing Details
- Furnish and Flash all Rooftop Penetrations with Flexible TPO Membrane or Premade TPO Boots
- Furnish and Install pressure treated wood blocking / nailer along perimeter of roof
- Furnish and Install 24 Gauge Edge Metal - flash in with TPO Coverstrip
- Provide 2 Year CMM Workmanship Warranty
- Provide 20 Year GAF NDL Warranty on TPO
- Crews will follow all applicable OSHA requirements including but not limited to wearing PPE, fall restraint harnesses and installing visible rooftop warning line systems
- Jobsite will be swept daily for trash and debris. CMM Roofing to utilize the GC's dumpsters for all trash and debris.
- Provide 2 Year CMM Workmanship Warranty
- Provide 20 Year GAF NDL Warranty on TPO

**Exclusions:**

*1: Structural Work:* This proposal explicitly excludes replacement of the wood roof deck, wood rafters, or anything below the existing roofing membrane. If the roof deck, wood rafters, or fascia need to be replaced they will be replaced at the unit prices listed below. Structural work is not included in this proposal

*2: Tapered Insulation.* If the roof deck is not structurally tapered, tapered polyiso insulation will be required at an additional cost determined at the time of roof tear off.



**CMM Roofing - Proposal Pricing**

<b>Building</b>	<b>Roof Price</b>
<b><i>60 Mil TPO Roof Replacement</i></b>	<b>\$54,950.00</b>
<b><i>Install 6" Seamless Gutters and 4 Downspouts</i></b>	<b>\$5,900.00</b>
<b>Total Bid</b>	<b>\$60,850.00</b>

**Accessorial Fees:**

Replace Tongue and Groove: \$7.50 / Linear Foot

Replace Fascia Board: \$7.50 / Linear Foot

Replace Plywood: \$75.00 / 4x8 Board

Replace Trusses: TBD on Size of Truss. \$7.50 to \$15.00 / Linear Foot

**CMM Roofing Payment Terms**

If substantial completion of work exceeds one month, the owner/customer will make payments to CMM Roofing Inc for the value of work completed during the previous month. The payment amount will be based upon the percentage of work completed plus the value of any stored job specific materials. The deposit amount for this percentage of the work will be deducted and the monthly bill prorated accordingly.

Final payment will be due upon substantial completion of the project.

When the building passes final inspection with the local permitting authority it will be deemed substantially complete.

Punch List items do not affect substantial completion or final payment.

5% of the contract price can be held in retainage to insure completion of punch list items. Upon satisfactory completion of the punch list items the final 5% payment will be considered due.

Payments not remitted within 30 calendar days of request for payment will be considered past due and will incur interest at a rate of 12% per annum.

The Contractor retains all lien rights until full payment is remitted. Conditional lien releases will be issued upon individual final payments. A full and final lien release will be issued upon receipt of final payment of the contract price plus any accessorial charges per the below table.

Any and all collection costs will be the sole responsibility of the Owner including but limited to attorney fees, court fees, lien fees, etc.

**BID FORM**  
**RFP 2024-01**  
**Commercial Roof Replacement**  
**Parks & Recreation Sports Complex**  
**Administrative Building - A**

Contractor Name: CMM Roofing Inc

Street Address: 2231 2nd Terrace E

City: Sarasota State: FL Zip: 34243

Office #: 941-232-0888 Cell #: 727-300-9792

Email Address: C/cej@cmmroofing.com

Bid Amount (Lump Sum) Fifty Four thousand Nine Hundred Fifty dollars  
(\$ 54,950.00 )

Alternates: Please Describe: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exceptions - Please Describe: Does NOT include structural work -  
deck repair, fascia repair, truss repair is excluded.  
Does not include tapered insulation, Does not include  
new gutters  
\_\_\_\_\_  
\_\_\_\_\_

I have read the Request for Proposals dated 1 July 2024

Authorized Signature: [Signature] Date: 7/19/24

Title: Vice president

**VENDOR INFORMATION FOR THE CITY OF PAHOKEE**

Please complete the following information for the City of Pahokee to track vendor applicant information for the City's purchasing process and vendor registration for permitting.

Business Name: CMM Roofing Inc

Address: 2231 72nd Terrace E Sarasota FL 34243

Business Type (Sole Proprietorship, Corporation, LLC, etc) Corporation

Is your business Disadvantaged Business Enterprise (DBE)? YES \_\_\_\_\_ NO X

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? YES \_\_\_\_\_ NO X

Does your business have a small business status? YES \_\_\_\_\_ NO X

Are you a registered vendor with the City of Pahokee? YES \_\_\_\_\_ NO X

Any other business status, please provide information: N/A

Provide the name of the Certifying Entity(ies): CMM Roofing Inc - CCC1334661

Have you conducted business with the City before? YES \_\_\_\_\_ NO X

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of W-9 form, FEIN #: 88-1858329

Are you registered with the State of Florida Department of Business and Professional Regulations? YES ✓ NO \_\_\_\_\_

How did you discover this Bid opportunity? Public Noting

Completing the above information does not change your chances of being awarded a contract with the City of Pahokee. The information collected will NOT be sold.

Thank you.

**HOLD HARMLESS**

The Contractor shall, to the fullest extent permitted by law, at all times indemnify and save harmless the City of Pahokee from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, to the extent caused in whole or in part, directly or indirectly, by the negligent acts or omissions of the Contractor, any person employed by the Contractor, or anyone for whom the Contractor is liable, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights obligations of indemnity which exist in law, or in equity, for the benefit of the City.

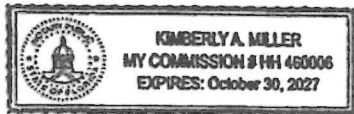
IN WITNESS WHEREOF, the CONTRACTOR has set its hand this 19 day of July, 2024.

SIGNATURE: *[Handwritten Signature]*

NAME: *Cannon Loos*

TITLE: *Vice President*

*Kimberly A Miller*  
*7/19/24*



YES We carry all of these  
CL

APPENDIX A

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as well protect him from claims as set forth below, which may arise out of or result from the contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone employed by any of them or anyone for whose acts the Contractor may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefits acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. The City of Pahokee must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the City has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the City.

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less the One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his/her subcontractor's to procure and to maintain during the life of his subcontract Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his/her subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage - completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon Contractor's obligation to indemnify the City.