

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting

Tuesday, April 08, 2025, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Keith W. Babb, Jr., Mayor
Derrick Boldin, Commissioner
Sanquetta Cowan-Williams, Commissioner
Everett D. McPherson, Sr., Commissioner
James H. Scott, 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

1. Swearing-In Ceremony - Newly Elected Official and Unopposed Incumbents

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. Commission on Ethics Overview - Gina A. Levesque, Intake and Compliance Manager for Palm Beach County Commission on Ethics
- [2.](#) Proclamation Honoring Former Vice Mayor Clara Murvin
- [3.](#) Proclamation Honoring Coach Ronald Osborne

F. CONSENT AGENDA

- [1.](#) February 25, 2025 City Commission Meeting Minutes
- [2.](#) RESOLUTION 2025-17 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING THE OFFICIAL RESULTS OF THE 2025 MUNICIPAL ELECTION AS CANVASSED AND CERTIFIED BY THE PALM BEACH COUNTY CANVASSING BOARD, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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 2025-18 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPOINTING A VICE- MAYOR PURSUANT TO ARTICLE II, SECTION 2.04 (B) OF THE CITY OF PAHOKEE'S CHARTER; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
- [2.](#) RESOLUTION 2025-19 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, UPDATING THE DESIGNATION OF THE CITY OF PAHOKEE'S VOTING DELEGATE AND ALTERNATE(S) TO THE PALM BEACH COUNTY LEAGUE OF CITIES, INC., AS SET FORTH HERETO IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
- [3.](#) RESOLUTION 2025-20 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPOINTING A NEW MEMBER TO THE

PAHOKEE HOUSING AUTHORITY BOARD OF COMMISSIONERS TO FILL A VACANCY FOR THE REMAINDER OF THE UNEXPIRED TERM OF RONALD OSBORNE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION 2025-21 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING A SIX (6) MONTH EMERGENCY AGREEMENT WITH COASTAL NETWORK SOLUTIONS, LLC AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION 2025-22 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING THE CITY MANAGER'S EXECUTION OF TIME EXTENSION #1 TO THE STATE-FUNDED GRANT AGREEMENT - SMALL COUNTY OUTREACH PROGRAM (SCOP) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR CONTRACT G-2129 FM# 448100-1-54-01, ATTACHED HERETO AS EXHIBIT "A," EXTENDING THE PROJECT COMPLETION DEADLINE RELATED TO MCCLURE ROAD FROM PALM ROAD TO SOUTH LAKE DRIVE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION 2025-23 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING THE EMERGENCY AGREEMENT WITH C.A.P ENGINEERING, INC. RELATED TO CONSTRUCTION, ENGINEERING, AND INSPECTION (CEI) SERVICES IN CONJUNCTION WITH THE CONTRACT BETWEEN THE CITY OF PAHOKEE AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, BARFIELD HIGHWAY RECONSTRUCTION PROJECT, TO INCREASE THE CONTRACT AMOUNT FROM \$50,000 TO \$125,000; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION 2025-24 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING PAYMENT TO MOMENTUM CEI LLC. FOR SERVICES RENDERED IN CONJUNCTION WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONTRACT G-1753, FM# 442030-01-54-1, FOR THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT; 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. Discussion of acquiring better city vehicles - Commissioner Boldin
2. Discussion of recognizing the students who made all fives last year - Commissioner Cowan-Williams

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

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, Former Vice Mayor Clara Murvin has faithfully served the City of Pahokee from 2016 to 2025 with dedication, leadership, and an unwavering commitment to public service; and

WHEREAS, during her tenure, she has played an instrumental role in shaping policies and initiatives that have positively impacted the residents of Pahokee, always advocating for progress, equity, and community well-being; and

WHEREAS, Former Vice Mayor Murvin has been a tireless advocate for the interests of the city beyond its borders through her service as the District 5 Board Member for the Palm Beach County League of Cities, fostering collaboration and regional cooperation; and

WHEREAS, she has extended her influence and expertise to the state and national levels through her active participation in various committees for esteemed organizations such as the Florida League of Cities and the National League of Cities, ensuring that local government voices are heard and represented in broader legislative discussions; and

WHEREAS, her commitment to public service, community development, and advocacy has left a lasting legacy in the City of Pahokee, setting an example for future leaders to follow; and

WHEREAS, the City of Pahokee expresses its deepest gratitude and appreciation for her years of dedicated service, leadership, and passion for making a difference in the lives of our residents;

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, recognize and honor **Former Vice Mayor Clara Murvin** for her exemplary service and contributions, and extend our best wishes for her future endeavors.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 8th day of April 2025.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Derrick Boldin

Commissioner Derrick Boldin

Sanquetta Cowan-Williams

Commissioner Sanquetta Cowan-Williams

Everett D. McPherson, Sr.

Commissioner Everett D. McPherson, Sr

James H. Scott

Commissioner James H. Scott

PROCLAMATION

WHEREAS, the City of Pahokee takes great pride in recognizing individuals who have made significant contributions to our community through their dedication and service; and

WHEREAS, Coach Ronald Osborne has served the City of Pahokee with unwavering commitment, most recently as the Athletic Coordinator, and previously as the Director of Parks and Recreation; and

WHEREAS, Coach Osborne has dedicated his career to fostering the development of the youth and inspiring multiple generations through sports, mentorship, and community engagement; and

WHEREAS, in addition to his leadership in athletics and recreation, Coach Osborne also served as a valued member of the Board of Commissioners for the Pahokee Housing Authority from October 26, 2021, to February 20, 2025, demonstrating his passion for the betterment of our city; and

WHEREAS, Coach Osborne's service to the City of Pahokee concluded on January 31, 2025, leaving behind a legacy of dedication, leadership, and positive impact on the lives of many; and

WHEREAS, the City of Pahokee expresses its heartfelt appreciation for his years of service and contributions, and wishes him continued success in all his future endeavors.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, recognize and honor **Coach Ronald Osborne** for his outstanding service and dedication to our community. His commitment and efforts have made a lasting impact, and he will be greatly missed.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 8th day of April 2025.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Derrick Boldin

Commissioner Derrick Boldin

Sanquetta Cowan-Williams

Commissioner Sanquetta Cowan-Williams

Everett D. McPherson, Sr.

Commissioner Everett D. McPherson, Sr

James H. Scott

Commissioner James H. Scott

CITY OF PAHOKEE



MINUTES

City Commission Regular Meeting

Tuesday, February 25, 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

AGENDA

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Former Commissioner Allie H. Biggs 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, City Manager
Chan Bryant Abney, Acting City Attorney
Nylene Clarke, City Clerk

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

Motion made by Vice Mayor Murvin to accept the agenda with the addition of CMM Roofing, Inc. Duly seconded by Commissioner Boldin 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. Proclamation - Recognizing Shiloh Missionary Baptist Church's Centennial
2. Proclamation - March 2025 as Let's Move Palm Beach County Month
3. Proclamation - March 2025 as Florida Bicycle Month
4. Proclamation - March 3-9, 2025 as Flood Awareness Week
5. Introduction of Community Greening - Al'Licia Pittman, Volunteer and Outreach Coordinator
6. Local Drainage District Overview and Request - David Davis, District Manager at South Florida Conservancy District
7. Fire Station Dedication for East Lake High School - Former Commissioner Allie H. Biggs
8. 1st Quarter FY 2024-2025 Financial Report - Joseph R. Martin, Interim Director of Finance

F. CONSENT AGENDA

1. February 11, 2025 City Commission Meeting Minutes
2. February 18, 2025 City Commission Workshop Minutes

Motion made by Commissioner Boldin to accept the Consent Agenda. Duly seconded by Vice Mayor Murvin 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 2025-15 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A TWO (2) YEAR EXTENSION OF THE AGREEMENT BETWEEN BIG DOG EXPRESS OF SOUTH FLORIDA, INC. AND THE CITY OF PAHOKEE FOR THE PROVISION OF SOLID WASTE AND RECYCLING COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

The City Manager reported that Mr. Perez recommended an increase of \$59,780 for Year 6 and \$60,676 for Year 7, which equals tipping fees of \$24.91 for Year 6 and \$25.28 for Year 7. All other rates will remain the same.

Motion made by Commissioner Boldin to accept the resolution with said increase, which was duly seconded by Vice Mayor Murvin.

Commissioner McPherson moved to amend the amount to \$50,000. The motion failed due to a lack of a second.

The original motion to accept the resolution with said increase passed unanimously.
Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Cowan-Williams, Commissioner McPherson

2. CMM Roofing, Inc.

The City Manager reported the necessary amendments to the CMM Roofing, Inc. contract.

Motion made by Commissioner Boldin to approve a resolution (Resolution 2025-16) to reflect the name, address, and term change, subject to the City Attorney's review. Duly seconded by Commissioner McPherson 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

Motion made by Commissioner Boldin to add to a future agenda the discussion of acquiring better city vehicles. 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 Commissioner Cowan-Williams to add to a future agenda the discussion of recognizing the students who made all fives last year. Duly seconded by Commissioner McPherson and passed unanimously.

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

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 Commissioner Cowan-Williams to adjourn the meeting. Duly seconded by Commissioner McPherson and passed unanimously.

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

There being no further business to discuss, Mayor Babb adjourned the meeting at 9:03 PM.

Mayor Keith W. Babb, Jr.

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: Accepting Official Results of the 2025 Municipal Election

DATE: March 18, 2025

GENERAL SUMMARY/BACKGROUND:

On March 11, 2025, the City of Pahokee held its municipal election for the purpose of electing a City Commissioner. Pursuant to Section 8-5 of the City of Pahokee's Code of Ordinances, the Palm Beach County Canvassing Board serves as the official Canvassing Board for the City's elections.

Following the election, the Palm Beach County Canvassing Board officially canvassed and certified the election results in accordance with applicable laws and procedures. The results have been transmitted to the City Commission for formal acceptance.

BUDGET IMPACT:

There is no financial impact associated with the adoption of the resolution.

LEGAL NOTE:

Defer to the City Attorney.

STAFF RECOMMENDATION:

Staff recommends approval of the item.

ATTACHMENTS:

Resolution 2025-17

RESOLUTION 2025-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING THE OFFICIAL RESULTS OF THE 2025 MUNICIPAL ELECTION AS CANVASSED AND CERTIFIED BY THE PALM BEACH COUNTY CANVASSING BOARD, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS a municipal election was duly held in the City of Pahokee, Florida, on March 11, 2025, for the purpose of electing a City Commissioner; and

WHEREAS, pursuant to Section 8-5 of the City of Pahokee's Code of Ordinances, the Palm Beach County Canvassing Board is designated as the City of Pahokee's Canvassing Board; and

WHEREAS, the Palm Beach County Canvassing Board has officially canvassed and certified the results of said election in accordance with applicable law; and

WHEREAS, the City Commission of the City of Pahokee, Florida formally accepts the official results provided by the Palm Beach County Canvassing Board, through the Palm Beach County Supervisor of Elections Office.

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

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

Section 2. Acceptance of Official Certified Election Results. The 2025 Municipal Election results, as certified by the Palm Beach County Canvassing Board, are hereby accepted by the City Commission of the City of Pahokee, Florida.

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

PASSED and ADOPTED this 8th day of April, 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)
Commissioner Scott	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

EXHIBIT "A"

Summary Results Report
Official Municipal Election
March 11, 2025


OFFICIAL RESULTS
City of Pahokee
Official Election

Statistics	TOTAL	Election Day	Vote By Mail
Election Day Precincts Reporting	1 of 1	1	0
Registered Voters - Total	2,261		
Ballots Cast - Total	445	341	104
Ballots Cast - Blank	1	1	0
Voter Turnout - Total	19.68%		

Commissioner Group 1 - Pahokee

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail
Clara "Tasha" Murvin	198	44.59%	142	56
James H. Scott	246	55.41%	198	48
Overvotes	0		0	0
Undervotes	1		1	0



Maria Maurio

COUNTY COMMISSIONER

Dan Shuff

COUNTY JUDGE

Gregory W. Smith

SUPERVISOR OF ELECTIONS

Pahokee - 03/13/2025 05:30PM

Page 1 of 1



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, City Manager

FROM: Office of the City Clerk

SUBJECT: Appointment of Vice Mayor (April 2025)

DATE: March 28, 2025

GENERAL SUMMARY/BACKGROUND:

Section 2.04 of the City of Pahokee's Charter mandates that the City Commission shall appoint a Vice Mayor from among the sitting commissioners at the first regular meeting in April each year. The Vice Mayor serves in the Mayor's absence or disability. The appointment process follows the guidelines established in the City Charter.

BUDGET IMPACT:

There are no direct financial impacts associated with this appointment. The Vice Mayor does not receive additional compensation beyond their existing commissioner salary.

LEGAL NOTE:

Defer to the City Attorney.

STAFF RECOMMENDATION:

Staff recommends approval of this item, once the City Commission has made its selection.

ATTACHMENTS:

Resolution 2025-18

RESOLUTION 2025-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPOINTING A VICE-MAYOR PURSUANT TO ARTICLE II, SECTION 2.04 (B) OF THE CITY OF PAHOKEE'S CHARTER; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2.04 (b) of the City of Pahokee's Charter requires "at the first regular meeting in April each year the city commission shall appoint from the sitting commissioners a Vice-Mayor"; and

WHEREAS, Section 2.04 (c) of the City of Pahokee's Charter further states that the Vice-Mayor shall act as Mayor during the absence or disability of the Mayor; and

WHEREAS, the City Commission of the City of Pahokee desires to appoint a Vice- Mayor to serve in accordance with the provisions of the City Charter.

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

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

Section 2. Appointment of Vice Mayor. Pursuant to Section 2.04 (b) of the City of Pahokee's Charter, the City Commission shall appoint a Vice-Mayor at the first regular meeting in April each year. The City Commission of the City of Pahokee hereby appoints Commissioner _____ to serve as Vice-Mayor with all duties and responsibilities set forth within the City charter.

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

PASSED and ADOPTED this 8th day of April, 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
Commissioner Cowan-Williams
Commissioner McPherson
Commissioner Scott
Mayor Babb

_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, City Manager

FROM: Office of the City Clerk

SUBJECT: Designation of Voting Delegate and Alternates to the Palm Beach County League of Cities, Inc.

DATE: March 28, 2025

GENERAL SUMMARY/BACKGROUND:

On June 25, 2024, the City Commission voted to appoint a voting delegate and alternates to the Palm Beach County League of Cities, Inc. Elected Officials have changed; therefore, it is necessary for the City of Pahokee to update its designation of voting delegate and alternates.

BUDGET IMPACT:

N/A

LEGAL NOTE:

Defer to the City Attorney.

STAFF RECOMMENDATION:

Staff recommends approval of the item.

ATTACHMENTS:

Resolution 2025-19

RESOLUTION NO. 2025-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, UPDATING THE DESIGNATION OF THE CITY OF PAHOKEE'S VOTING DELEGATE AND ALTERNATE(S) TO THE PALM BEACH COUNTY LEAGUE OF CITIES, INC., AS SET FORTH HERETO IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee ("City") voted to appoint a voting delegate and alternates to the Palm Beach County League of Cities, Inc.; and

WHEREAS, because some of the elected officials have changed, it is necessary for the City to update its designation of voting delegates and alternates to the Palm Beach County League of Cities, Inc., attached hereto as Exhibit "A"; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") deems it to be in the best interests of the City to designate a voting delegate and alternates to the Palm Beach County League of Cities, Inc.

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

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

Section 2. **Updating and Accepting Delegate List.** The City Commission of the City of Pahokee hereby updates and accepts the delegate list, attached hereto as Exhibit "A."

Section 3. **Conflict.** All resolutions in conflict herewith are hereby and expressly repealed.

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

PASSED and ADOPTED this 8th day of April 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)
Commissioner Scott	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

Exhibit "A"

**Designation of Voting Delegate & Alternate(s) to the
Palm Beach County League of Cities, Inc.**

(ATTACHED)



Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2017, the governing body of (City, Town, or Village name):

City of Pahokee

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies **ONLY** to weighting voting items for the General Membership.

Voting Delegate: Mayor Keith W. Babb, Jr.

Email: kbabb@cityofpahokee.com

Alternate(s): Commissioner Derrick Boldin

Email: dboldin@cityofpahokee.com

Alternate(s): Commissioner Sanquetta Cowan-Williams

Email: scowan-williams@cityofpahokee.com

Alternate(s): Commissioner Everett D. McPherson, Sr.

Email: emcpherson@cityofpahokee.com

Alternate(s): Commissioner James H. Scott

Email: jscott@cityofpahokee.com

Alternate(s):

Email:

Alternate(s):

Email:

Action taken this 8th day of April, 2025

Mayor Signature

Attest:

Clerk Signature (SEAL)



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, City Manager

FROM: Office of the City Clerk

SUBJECT: Consideration of Appointment to the Pahokee Housing Authority Board to Fill a Vacancy of an Unexpired Term

DATE: April 1, 2025

GENERAL SUMMARY/BACKGROUND:

The Pahokee Housing Authority (PHA) has a vacancy on its Board of Commissioners due to the resignation of Former Pahokee Housing Authority Commissioner Ronald Osborne, effective February 20, 2025. In accordance with Florida Statute 421.05, the City Commission is required to fill this vacancy within 60 days of the resignation to ensure compliance with the statutory timeframe. The proposed item complies with the statutory timeframe.

To date, the City has received one (1) application of interest for the Pahokee Housing Authority Board.

BUDGET IMPACT:

There is no fiscal impact associated with the appointment of the new board member.

LEGAL NOTE:

Defer to the City Attorney.

STAFF RECOMMENDATION:

Staff recommends approval of this item, once the Mayor, through the City Commission, has selected an appointee pursuant to Florida law.

ATTACHMENTS:

Resolution 2025-20

RESOLUTION 2025-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPOINTING A NEW MEMBER TO THE PAHOKEE HOUSING AUTHORITY BOARD OF COMMISSIONERS TO FILL A VACANCY FOR THE REMAINDER OF THE UNEXPIRED TERM OF RONALD OSBORNE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Pahokee Housing Authority ("PHA") operates as a public housing agency to provide safe and affordable housing for residents of Pahokee, Florida; and

WHEREAS, the PHA Board of Commissioners is composed of members appointed by the Mayor with the approval of the City Commission; and

WHEREAS, a vacancy has occurred on the Board due to the resignation of a Pahokee Housing Authority Commissioner prior to the expiration of a term; and

WHEREAS, the PHA Board shall be filled by appointment of the Mayor, subject to approval by the City Commission, for the remainder of the unexpired term; and

WHEREAS, the City Commission has received and reviewed application(s) from qualified candidate(s) and has selected an individual to serve for the remainder of the unexpired term.

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

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

Section 2. Appointment of Board Member. The City Commission hereby approves the appointment of _____ to the Pahokee Housing Authority Board, effective immediately, to serve for the remainder of the unexpired term previously held by Former Pahokee Housing Authority Commissioner Ronald Osborne.

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

passage and adoption.

PASSED and **ADOPTED** this 8th day of April, 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)
Commissioner Scott	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

RESOLUTION 2025-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING A SIX (6) MONTH EMERGENCY AGREEMENT WITH COASTAL NETWORK SOLUTIONS, LLC AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee ("City Commission") desires to contract with Coastal Network Solutions, LLC to provide IT Services, including Business Technology Consulting and unlimited remote technology service, Network Maintenance and Support/Troubleshooting Services; and

WHEREAS, it is necessary and proper to enter into an emergency contractual agreement for these services with Coastal Network Solutions, LLC; and

WHEREAS, the City Commission finds that it is in the best interest of the City to enter into the needed services for a six (6) month term.

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

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

Section 2. Authorizing City Manager. The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 8th day of April 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 Cowans-Williams	_____(Yes)	_____(No)
Commissioner McPherson	_____(Yes)	_____(No)
Commissioner Scott	_____(Yes)	_____(No)
Mayor Babb	_____(Yes)	_____(No)

Exhibit "A"

Coastal Network Solutions, LLC Agreement

(ATTACHED)

AGREEMENT

THIS IS AN AGREEMENT, dated the ____ day of _____, 2025, between:

CITY OF PAHOKEE
a Florida municipal corporation, hereinafter "CITY,"

and

COASTAL NETWORK SOLUTIONS, LLC., a for profit
corporation, authorized to do business in the State of Florida,
hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 CITY is in immediate need of an independent contractor to perform work related to information technology support services;
- 1.2 The City Manager has determined there is an immediate need for reliable IT services on an emergency basis;
- 1.3 CONTRACTOR has been providing IT services to CITY since April, 2022;
- 1.4 The Agreement between the parties has expired and Section 2-272 (6)(a) of the City of Pahokee's Code of Ordinances states that "the city commission may make emergency purchases to meet a pressing need for the protection of the public health, safety, or welfare, other than for regular or recurring requirements, upon signature of the city clerk, and approval of a majority of the city commission in session";

- 1.5 The City Manager is recommending a short term agreement with CONTRACTOR for the provision of the needed services for a period of six (6) months for CONTRACTOR to render the services related to the scope of work set forth herein and for CITY to procure the IT services.

ARTICLE 2
SCOPE OF WORK

- 2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in this Article.

The CONTRACTOR shall provide the following services to the CITY in accordance with the terms set forth below:

- a) Support Services: Technical support to keep hardware and all network services functional, network support, and backup maintenance. Also included is repair and maintenance of all hardware, and wiring.
- b) On-site Support: a technician will be assigned to the City and on-call as needed.
- c) Out-of-Band Support: Contractor shall support issues that are outside of contract scope. This includes, but is not limited to, new equipment installation. This out-of-band support shall be billed on a Time and Materials (T&M) basis.
- d) Network Monitoring - Contractor shall provide monitoring of all critical systems including security patches, drive space, memory usage, file/folder permissions, and Virtual Private Network (VPN) usage.
- e) Service Desk - CITY shall have access to the Contractor's web ticketing system. This will allow staff to enter a service request via the web for any IT-related issues.
- f) Site: Work shall be provided at the following locations: 207 Begonia Dr., Pahokee, FL 33476 and 360 E. Main Street, Pahokee, FL 33476.
- g) Managed Services: Services consisting of basis technical support to keep hardware and network services functional, network support and backup

maintenance. Also included is repair and maintenance of all hardware and wiring.

2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within ten (10) days following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.4 None of the work or services under this contract shall be subcontracted beyond that that approved by the City in writing.

ARTICLE 3 TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by CITY in a prompt manner and in accordance with the Scope of Work.

3.2 It is mutually agreed that time is of the essence of this Contract and should the CONTRACTOR fail to complete the work within a reasonable time and if possible within the same business day.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed the amount of Three Thousand (\$3,000.00) per month for the provision of the Managed IT Services. Out-of-scope T&M Services shall be billed

City _____ Contractor _____

at an amount of \$100.00 per hour. There shall be no payment by CITY for out-of-pocket travel time.

4.2 CONTRACTOR shall invoice City through Electronic Mail for the Services that it has provided on a monthly basis. Invoices shall be paid within thirty (30) days. Check shall be sent to: Coastal Network Solutions, 7344 162nd Ct. N., Palm Beach Gardens, FL 33418

4.3 The CITY will make payments to CONTRACTOR for completed and proper work.

4.4 The CONTRACTOR shall guarantee all portions of the work against poor workmanship and faulty materials for a period of thirty days (30) days after final spray.

4.5 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.6 CONTRACTOR is prohibited from placing a lien on the City's property. This prohibition applies to; *inter alia*, all sub-consultants and subcontractors, suppliers and labors.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor, if applicable, to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the

CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance - as required by law;
- b) Employer's Liability Insurance - \$500,000 per occurrence;
- c) Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per Accident for bodily injury and \$500,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the treatment site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting

losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 PERFORMANCE BOND

9.1 No performance bond shall be required or this contract.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall take effect as of the date of execution as shown herein below and continue for a period of six (6) months thereafter. The Agreement shall not be extended.

11.2 Either Party may terminate this Agreement upon notice in writing if the other is in breach of any material obligation contained in this Agreement.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement and all Exhibits attached hereto.

City _____ Contractor _____

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and;
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of

this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT NYLENE CLARKE, CITY CLERK, THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 924-5534 ext. 2013; 207 Begonia Drive. Pahokee, FL 33476

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 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, 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: Michael Jackson, City Manager
207 Begonia Drive
Pahokee, FL 33476

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

CONTRACTOR: Mark Liskay, Manager
Coastal Network Solutions, LLC

7344 162nd Court North
Palm Beach Gardens, FL 33418

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach, County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit Court in and for Palm Beach County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Intellectual Property Rights. The CONTRACTOR agrees to grant to the CITY a non-exclusive, irrevocable, royalty free license to use, copy and modify any elements of the Material not specifically created for the CITY as part of the Services. In respect of the Material specifically created for the CITY as part of the Services, the CONTRACTOR assigns the full title guarantee to the Buyer and any all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. If any third party intellectual property rights are used in the Material the CONTRACTOR shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the CONTRACTOR and the CITY. For the purposes

of this Clause 2.1, "Material" shall mean the materials, in whatever form, used by the CONTRACTOR to provide the Services, as determined by CITY and the products, systems, programs or processes, in whatever form, produced by the CONTRACTOR pursuant to this Agreement

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 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 Contractor 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 that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

Attested

City of Pahokee

BY: _____
Nylene Clarke, CMC, City Clerk

BY: _____
Michael E. Jackson, City Manager

APPROVED AS TO FORM

Burnadette Norris-Week, P.A.
City Attorney

CONTRACTOR

WITNESSES:

BY: _____
Mark Liskay, Manager
Coastal Network Solutions, LLC

ATTEST:

SECRETARY

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper

City _____ Contractor _____

official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

City _____ Contractor _____



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, City Manager

FROM: Community and Economic Development Department

SUBJECT: Time Extension #1 for State Funded Grant Agreement-Small County Outreach Program (SCOP) (G-2129, FM #448100-1-54-01)

DATE: April 1, 2025

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee entered into a State Funded Grant Agreement (SFGA) with the Florida Department of Transportation (FDOT) under Financial Project No. 448100-1-54-01, Contract No. G-2129, for the McClure Road project. The original agreement set a project completion deadline of June 30, 2025. Due to administrative and financial challenges experienced over the past eighteen months, the City has requested an extension of the project deadline to ensure adequate time for construction completion, close-out, and submission of the final invoice package.

FDOT has agreed to grant the requested extension, and Time Extension #1 to the SFGA reflects this change.

BUDGET IMPACT:

There is no immediate fiscal impact associated with the extension of the project timeline. The extension will provide adequate time for completion, close-out, and submission of the final invoice package. All costs associated with the project are covered under the original SFGA with FDOT.

LEGAL NOTE:

Defer to the City Attorney.

STAFF RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

Resolution 2025-22

RESOLUTION 2025-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING THE CITY MANAGER’S EXECUTION OF TIME EXTENSION #1 TO THE STATE-FUNDED GRANT AGREEMENT - SMALL COUNTY OUTREACH PROGRAM (SCOP) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR CONTRACT G-2129 FM# 448100-1-54-01, ATTACHED HERETO AS EXHIBIT "A," EXTENDING THE PROJECT COMPLETION DEADLINE RELATED TO MCCLURE ROAD FROM PALM ROAD TO SOUTH LAKE DRIVE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida ("CITY") and the State of Florida Department of Transportation ("FDOT") entered into a State-Funded Grant Agreement ("SFGA") for Financial Project No.: 448100-1-54-01, Contract No.: G-2129, for the design, construction, and construction engineering inspection (CEI) services of McClure Road from Palm Road to South Lake Drive; and

WHEREAS, the SFGA is set to expire on June 30, 2025; and

WHEREAS, due to several administrative changes and financial challenges experienced by the City over the past eighteen (18) months, it was necessary for the City Manager to proactively request an extension from FDOT, which has been granted; and

WHEREAS, pursuant to Section 3.00 of the SFGA, FDOT has agreed to extend the Project completion deadline to June 30, 2026, to allow the City adequate time for construction completion, close-out, and submission of the final invoice package (See Attached Exhibit "A"); and

WHEREAS, the City Commission of the City of Pahokee, Florida, has determined that ratifying the execution of the extension with the FDOT is 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 FOLLOWS:

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

Section 2. Authorizing City Manager. The City Commission of the City of Pahokee, Florida, hereby ratifies execution of Time Extension #1 with FDOT, as set forth in Exhibit “A” attached hereto. Further, the City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution

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

PASSED and ADOPTED this 8th day of April, 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)
Commissioner Scott	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

EXHIBIT "A"

**TIME EXTENSION #1 TO THE STATE-FUNDED GRANT AGREEMENT - SMALL
COUNTY OUTREACH PROGRAM (SCOP) - G-2129 FM# 448100-1-54-01**

(ATTACHED)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

DATE: March 25, 2025

TO: Michael E. Jackson,
City Manager
City of Pahokee

FROM: Jason Nwamah,
District Four Local Program Coordinator

SUBJECT: Time Extension #1
State Funded Grant Agreement-Small County Outreach Program (SCOP)
Financial Project No.:448100-1-54-01 Contract No.: G-2129
Project Description: McClure Road From Palm Road to South Lake Drive

The City of Pahokee is the recipient of a State Funded Grant Agreement (the "SFGA") for the above referenced Project that will expire on June 30, 2025. The City of Pahokee has requested a time extension due to several administrative changes and financial challenges that have taken place at the City over the past eighteen months.

Pursuant to Section 3.00 of the SFGA, the Department herein agrees to grant the time extension until **June 30, 2026**.

This extension will provide adequate time for completion of the Project construction, close-out and submission of the final invoice package. Construction activities should be completed by June 30, 2026.

CITY OF PAHOKEE

Signed by:
By: Michael Jackson
Michael E. Jackson,
City Manager


Date: 03/25/2025 | 1:53 PM EDT

APPROVED

The Department approves a time extension for the subject State Funded Grant Agreement to **June 30, 2026**

Date: 03/26/2025 | 11:33 AM EDT

DocuSigned by:
By: 
Name: John P. Krane, P.E.
Title: Director of Transportation Development

Legal Review: 
Name: Francine Steelman
Title: Interim Chief Counsel, District Four



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, City Manager

FROM: Community and Economic Development Department

SUBJECT: Amendment to Agreement with C.A.P. Engineering, Inc. for CEI Services (G-1753, FM #442030-01-54-1)

DATE: April 1, 2025

GENERAL SUMMARY/BACKGROUND:

Pursuant to Resolution 2025-04, the City Commission previously approved an agreement with C.A.P. Engineering, Inc. to provide Construction Engineering Inspection (CEI) services for the Barfield Highway Reconstruction Project. The original agreement authorized funding for CEI services in an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

During the course of the project, it has become evident that additional funding is required to complete the necessary CEI services. As a result, an amendment to the existing agreement has been proposed to increase the contract amount from Fifty Thousand Dollars (\$50,000.00) to One Hundred Twenty-Five Thousand Dollars (\$125,000.00), representing an additional Seventy-Five Thousand Dollars (\$75,000.00) in funding.

The increased funding will ensure that C.A.P. Engineering, Inc. can continue to provide the required oversight, inspections, and compliance monitoring necessary for the completion and closeout of the Barfield Highway Reconstruction Project. This amendment does not change the scope of work but rather adjusts the budget to accommodate additional costs incurred.

All other terms and conditions of the original agreement will remain in full force and effect. The amendment to the agreement is attached as Exhibit A to the proposed resolution.

BUDGET IMPACT:

The amendment increases the total contract amount by \$75,000.00, which will be funded solely by the City of Pahokee.

LEGAL NOTE:

Defer to the City Attorney.

STAFF RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

Resolution 2025-23

RESOLUTION 2025-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING THE EMERGENCY AGREEMENT WITH C.A.P ENGINEERING, INC. RELATED TO CONSTRUCTION, ENGINEERING, AND INSPECTION (CEI) SERVICES IN CONJUNCTION WITH THE CONTRACT BETWEEN THE CITY OF PAHOKEE AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, BARFIELD HIGHWAY RECONSTRUCTION PROJECT, TO INCREASE THE CONTRACT AMOUNT FROM \$50,000 TO \$125,000; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2025-04, the City Commission of the City of Pahokee, Florida ("CITY") previously approved an emergency agreement with C.A.P. Engineering, Inc. for Construction Engineering Inspection (CEI) services related to the Barfield Highway Reconstruction Project; and

WHEREAS, the original agreement approved CEI services from C.A.P. Engineering, Inc. for an amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the City Commission has determined that an increase in the contract amount is necessary to complete the required CEI services for the Barfield Highway Reconstruction Project; and

WHEREAS, this resolution amends the agreement with C.A.P. Engineering, Inc. to increase the total contract amount from Fifty Thousand Dollars (\$50,000.00) to One Hundred Twenty-Five Thousand Dollars (\$125,000.00), representing an additional Seventy-Five Thousand Dollars (\$75,000.00) in funding to be provided solely by the City of Pahokee; and

WHEREAS, all other terms and conditions of the original agreement shall remain unchanged and in full force and effect.

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

- Section 1.** Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.
- Section 2.** Amendment to Agreement. The City Commission of the City of Pahokee hereby amends the Agreement with C.A.P. Engineering, Inc., increasing the total contract amount from Fifty Thousand Dollars (\$50,000.00) to One Hundred Twenty-Five Thousand Dollars (\$125,000.00).
- Section 3.** Authorizing City Manager. The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution, including executing the amended agreement with C.A.P. Engineering, Inc., attached hereto as Exhibit “A”.
- Section 4.** Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 8th day of April 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
Commissioner Cowan-Williams
Commissioner McPherson
Commissioner Scott
Mayor Babb

_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)

EXHIBIT "A"

C.A.P. ENGINEERING INC. CEI SERVICES AMENDMENT

(ATTACHED)

AGREEMENT

THIS IS AN AMENDMENT, dated the ____ day of _____, 2025, between:

CITY OF PAHOKEE, a Florida municipal corporation, hereinafter "CITY,"

and

C.A.P. Engineering, Inc. (CAP), a company, authorized to do business in the State of Florida, hereinafter "CONSULTANT."

THIS AMENDMENT is between the City of Pahokee, (hereinafter called CITY) and, C.A.P. Engineering, Inc. (CAP), (also called CONSULTANT) and amends the Agreement entered into by the parties on January 14, 2025.

WHEREAS, pursuant to Resolution 2025-04, the City Commission of the City of Pahokee, Florida ("CITY") previously approved an emergency agreement with C.A.P. Engineering, Inc. for Construction Engineering Inspection (CEI) services related to the Barfield Highway Reconstruction Project; and

WHEREAS, the original agreement approved CEI services from C.A.P. Engineering, Inc. for an amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the City Commission has determined that an increase in the contract amount is necessary to complete the required CEI services for the Barfield Highway Reconstruction Project; and

WHEREAS, the parties desire to amend Article 4 of the existing Agreement entitled "CONTRACT PRICE" to with C.A.P. Engineering, Inc. to increase the total contract amount from Fifty Thousand Dollars (\$50,000.00) to One Hundred Twenty-Five Thousand Dollars (\$125,000.00), representing an additional Seventy-Five Thousand Dollars (\$75,000.00) in funding to be provided by the City of Pahokee; and

WHEREAS, the parties desire to enter into an amendment consistent with the terms and conditions set forth herein.

IT IS MUTUALLY AGREED by and between City and CAP as follows:

1. Article 4 of the existing Agreement entitled "CONTRACT PRICE" shall be amended:

4.1 CITY shall pay CONSULTANT for completion of the Work in accordance with the payment schedule set forth below:

Fee Schedule:

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$285
Project Manager	\$250
CEI Senior Project Engineer	\$215
CEI Project Engineer	\$150
CEI Inspector	\$100
CEI Contract Support Specialist	\$106

Reasonable reimbursable expenses such as travel costs shall be invoiced monthly and at direct cost.

The fee for all services will be based on the Fee Schedule listed above. The total fee to be paid to CONTRACTOR for services shall not exceed ~~Fifty Thousand Dollars (\$50,000.00)~~ One Hundred Twenty-Five Thousand Dollars (\$125,000.00).

2. Except as expressly set forth herein, all other terms and conditions in the Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of this Amendment and the provisions of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date first written above.

CITY OF PAHOKEE, a political
subdivision of the State of Florida

Michael E. Jackson, City Manager

By: _____
Keith W. Babb, Jr., Mayor

ATTEST:

By: _____
Nylene Clarke, CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Burnadette Norris-Weeks
City Attorney



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, City Manager

FROM: Community & Economic Development Department

SUBJECT: Payment Authorization for Momentum CEI, Inc. - Barfield Highway Reconstruction Project (G-1753, FM# 442030-01-54-1)

DATE: April 1, 2025

GENERAL SUMMARY/BACKGROUND:

In March 2019, the City of Pahokee entered into a grant funding agreement with the Florida Department of Transportation (FDOT) for Construction and Construction Inspection (CEI) Engineering Services for the Barfield Highway Reconstruction Project (Contract G-1753, FM# 442030-01-54-1).

Through Resolution 2021-08, the City contracted Momentum CEI, Inc. to provide construction engineering inspection services for the project at an initial contract amount of \$466,932.00. Subsequently, through Resolution 2023-09, the City Commission approved Change Order No. 1 in the amount of \$249,921.45, increasing the total contract value.

The contract with Momentum CEI, Inc. is no longer active; however, the company has completed services amounting to \$75,275.40, which remain unpaid. FDOT has reviewed and approved a pay application in the amount of \$73,126.92, leaving a balance of \$2,148.48 to be covered by the City of Pahokee.

Momentum CEI, Inc. has fulfilled its obligations related to the Barfield Highway Reconstruction Project. Authorizing this payment ensures that the City remains in compliance with contractual obligations and maintains a strong partnership with vendors and FDOT for future projects.

BUDGET IMPACT:

The outstanding amount of \$75,275.40 reflects services rendered in good faith. FDOT's approval of reimbursement for \$73,126.92 mitigates the financial impact on the City, leaving only a minimal portion to be covered by the City's funds.

LEGAL NOTE:

Defer to the City Attorney.

STAFF RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

Resolution 2025-24

RESOLUTION 2025-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING PAYMENT TO MOMENTUM CEI LLC. FOR SERVICES RENDERED IN CONJUNCTION WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONTRACT G-1753, FM# 442030-01-54-1, FOR THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2019-14, adopted by the City Commission of the City of Pahokee, Florida ("CITY") on March 26, 2019, the City and the Florida Department of Transportation (FDOT) entered into a grant funding Agreement for Construction and Construction Inspection Engineering (CEI) Services pertaining to S. Barfield Road from East Main Street to East 7th Street; and

WHEREAS, pursuant to Resolution 2021-08, the City approved Momentum CEI, Inc. (later converted to Momentum CEI LLC) to perform all aspects of Construction Engineering Inspection Services related to the state-funded grant agreement between the Florida Department of Transportation (FDOT) and City of Pahokee, Contract G-1753, FM #442030-01-54-1, for Barfield Highway, in the amount of \$466,932.00; and

WHEREAS, pursuant to Resolution 2023-09, the City Commission approved Change Order No. 1 in the amount of \$249,921.45, increasing the contract amount accordingly; and

WHEREAS, the contract between the City and Momentum CEI, Inc. is no longer active; however, services totaling \$75,275.40 have been incurred and remain unpaid; and

WHEREAS, FDOT has reviewed and approved a payment application in the amount of \$73,126.92, which will be reimbursed to the City under the existing grant agreement, leaving a balance of \$2,148.48 to be covered by the City of Pahokee; and

WHEREAS, it is in the best interest of the City of Pahokee to authorize payment for services rendered and ensure compliance with grant funding requirements.

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

- Section 1.** Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.
- Section 2.** Authorization and Approval. The City Commission of the City of Pahokee hereby authorizes payment of \$75,275.40 to Momentum CEI LLC for services rendered, with \$73,126.92 of said amount to be reimbursed by FDOT and the remaining balance of \$2,148.48 to be paid by the City of Pahokee.
- Section 3.** Authorizing City Manager. The City Manager is hereby authorized to take all necessary and expedient actions to effectuate the intent of this Resolution, including the processing of payments and coordination with FDOT for reimbursement.
- Section 4.** Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 8th day of April, 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)
Commissioner Scott	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)