

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting
Tuesday, October 10, 2023, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

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

CITY STAFF:

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

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

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

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

- 1. Proclamation - Proclaiming October 2023 as Breast Cancer Awareness Month

- F. CONSENT AGENDA**

- 1. September 26, 2023 City Commission Meeting Minutes
- 2. RESOLUTION 2023 - 63 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, EXPRESSING SUPPORT FOR THE EXTENSION AND CONTINUATION OF THE PALM BEACH COUNTY ONE-CENT SALES SURTAX TO FUND LOCAL INFRASTRUCTURE PROJECTS THROUGH DECEMBER 21, 2036; AUTHORIZING EXPRESSING SUPPORT OF ONE CENT SALES TAX; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.
- 3. RESOLUTION 2023 - 64 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, EXPRESSING THE INTENT OF THE CITY COMMISSION THAT THE AGENDA AND COMMISSION LEGISLATIVE AGENDA ITEMS BE SUBMITTED TO ALL CITY COMMISSIONERS AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO A REGULAR CITY COMMISSION MEETING; PROVIDING AN EFFECTIVE DATE.

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

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

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

- I. RESOLUTION(S)**

- A. RESOLUTION 2023 - 62 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN EMERGENCY AGREEMENT BETWEEN CLIMATROL QUALITY ALUMINUM PRODUCTS AND THE CITY OF

PAHOKEE FOR THE INSTALLATION OF FENCING; PROVIDING FOR AN
EFFECTIVE DATE.

- J. NEW BUSINESS** (*presentation by city manager of activity or upcoming event, if any*)
 - 1. Discussion and direction on legislative priorities
 - K. REPORT OF THE MAYOR**
 - L. REPORT OF THE CITY MANAGER**
 - M. REPORT OF THE CITY ATTORNEY**
 - N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY**
 - O. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER** (*community events, feel good announcements, if any*)
 - P. ADJOURN**
-

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

Should any person seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Reference: Florida Statutes 286.0105)

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

Proclamation



WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment is believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations, are dedicated to discovering the cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, we recognize that over two and a half million Americans are breast cancer survivors that give us hope of a better future.

NOW, THEREFORE, with support for those who continue to cope with breast cancer, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission, extend our deepest respect for survivors and those advocating for prevention and a cure and in so doing hereby proclaim October 2023 as:

“Breast Cancer Awareness Month”

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 10th day of October 2023.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara Murain

Vice Mayor Clara Murvin

Derrick Boldin

Commissioner Derrick Boldin

Juan Gonzalez

Commissioner Juan Gonzalez

Sara Perez

Commissioner Sara Perez

CITY OF PAHOKEE



MINUTES

City Commission Regular Meeting

Tuesday, September 26, 2023, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

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

CITY STAFF:

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

[TENTATIVE: SUBJECT TO REVISION]

MINUTES

A. CALL TO ORDER

The meeting was called to order by Mayor Babb at 6:21 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 Babb

Vice Mayor Clara Murvin

Commissioner Derrick Boldin

Commissioner Juan Gonzalez

Commissioner Sara Perez

Rodney D. Lucas, City Manager

Burnadette Norris- Weeks, City Attorney

Tijauna Warner, City Clerk

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

Mr. Lucas requested adding Resolution 2023 - 61 to the agenda.

Motion made by Vice Mayor Murvin to approve adding Resolution 2023-61, Seconded by Commissioner Boldin. Mayor Babb called for questions. Motion passed 3-2.

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

Voting Nay: Commissioner Gonzalez, Commissioner Perez

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

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

Ms. Vaughn Jones (*resident*) inquired about the status of her ARPA Application. Ms. Jones yield her remaining time to Mr. Robert Love. Mr. Love expressed concerns with the excessive presence of PBSO at the pervious commission meeting and someone placing oil on the chairs in the commission chamber.

Mr. Robert Love (*non-resident*) expressed concerns with the city manager's behavior and actions.

Ms. Irma Shannon (*resident*) yield her time to Mr. Robert Love explained why he is opposed to the city manager.

1. Palm Beach State College Proclamation - Dr. LaTanya L. McNeal, Executive Dean for the PBSC Belle Glade Campus

Mrs. Norris-Weeks read Palm Beach State College Proclamation into the record.

Motion made by Commissioner Boldin to approve Palm Beach State College Proclamation, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. Motion passed unanimously.

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

Mayor Babb present Dr. LaTanya L. McNeal, Executive Dean for PBSC Belle Glade Campus with the proclamation.

2. Proclamation - Honoring Mrs. Elea A'Giza-Dean

Mrs. Norris-Weeks read the Proclamation Honoring Mrs. Elea A'Giza Dean into the record.

Motion made by Vice Mayor Murvin to approve the Proclamation Honoring Mrs. Elea A'Giza Dean, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. Motion passed unanimously.

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

Commissioner Gonzalez present Mrs. Elea A'Giza Dean with the proclamation.

3. August Business of Month - Carmen's Coffee

Mayor Babb presented Carmen's Coffee with August Business of the Month.

4. September Business of the Month - Toros Tacos, Gloria Rodriguez

Vice Mayor Murvin present Toros Tacos with September Business of the Month.

F. CONSENT AGENDA

1. September 12, 2023 City Commission Meeting Minutes

Motion made by Vice Mayor Murvin to approve Consent Agenda Item(s), Seconded by Commissioner Boldin. Mayor Babb called for questions. Motion passed unanimously.

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

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

None.

H. PUBLIC HEARINGS AND/OR ORDINANCES

1. RESOLUTION 2022 - 55 (second reading) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A FINAL MILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023-55 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023-55.

Public Hearing Opened 7:20pm

Public Hearing Closed 7:21pm

Motion made by Vice Mayor Murvin to approve Resolution 2023-55, Seconded by Commissioner Boldin. Mayor Babb called for questions. Motion passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

2. RESOLUTION 2023 - 56 (second reading) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA RELATING TO FINANCES, PROVIDING FOR THE ADOPTION AND FUNDING OF THE FINAL MUNICIPAL BUDGET OF THE CITY OF PAHOKEE, FLORIDA IN THE AMOUNT OF \$9,036,654, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 56 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 56.

Public Hearing Opened 7:24pm

Public Hearing Closed 7:25pm

Motion made by Commissioner Boldin to approve Resolution 2023 - 56, Seconded by Vice Mayor Murvin. Mayor Babb called for questions. A discussion ensued. Motion passed 3-2.

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

Voting Nay: Commissioner Gonzalez, Commissioner Perez

I. RESOLUTION(S)

- A. RESOLUTION 2023 - 57 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING THE OBSERVED HOLIDAYS FOR FISCAL YEAR 2023/2024 AS SET FORTH ON EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 57 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 57.

Motion made by Vice Mayor Murvin to approve Resolution 2023 - 57, Seconded by Commissioner Boldin. Mayor Babb called for questions. A discussion ensued.

Motion made by Vice Mayor Murvin to approve Resolution 2023 - 57 with the amendment of removing Columbus Day, Seconded by Commissioner Gonzalez.

Mayor Babb called for questions. Motion passed unanimously.

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

Commissioner Gonzalez, Commissioner Perez

- B. RESOLUTION 2023 - 58 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE RENEWAL AND ACCEPTANCE OF THE EMPLOYEE BENEFITS PACKAGE, ATTACHED HERETO AS COMPOSITE EXHIBIT "A", FROM FLORIDA BLUE BLUECARE FOR HEALTH; HUMANA FOR LIFE INSURANCE, HUMANA DENTAL AND HUMANA VISION; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 58 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 58.

Motion made by Vice Mayor Murvin to approve Resolution 2023 - 58, Seconded by Commissioner Boldin. Mayor Babb called for questions. A discussion ensued.

Motion passed unanimously.

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

- C. RESOLUTION 2023 - 59 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING PREFERRED GOVERNMENTAL INSURANCE TRUST AS THE CITY'S GENERAL LAIBILITY, PROPERTY COVERAGE AUTO LIABILITY AND WORKERS COMPENSATION CARRIER PURSUANT TO THE TERMS ATTACHED HERE TO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 59 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 59.

Motion made by Commissioner Perez to approve Resolution 2023 - 59, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. A discussion ensued.

Motion passed unanimously.

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

- D. RESOLUTION 2023 - 60 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING THREE NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANTS (NEAT) IN THE TOTAL AMOUNT OF THIRTY THOUSAND (\$30,000,00) FOR MLK AND TRASH RECEPTACLES AND BENCHES AS PART OF THE NEIGHBORHOOD BEAUTIFICATION IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 60 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 60.

Motion made by Commissioner Boldin to approve Resolution 2023 -60, Seconded by Vice Mayor Murvin. Mayor Babb called for questions. Motion passed unanimously.

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

Mrs. Norris-Weeks read Resolution 2023 - 61 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 61.

Motion made by Vice Mayor Murvin to approve Resolution 2023 - 61, Seconded by Commissioner Boldin. Mayor Babb called for questions. A discussion ensued.

Motion passed 3-2.

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

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

1. November 14, 2023 City Commission Meeting Cancellation due to the NLC 2023 City Summit

Motion made by Vice Mayor Murvin to approve the cancellation of the November 14, 2023 City Commission Meeting due to the NLC City Summit, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. Motion passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

2. December 26, 2023 City Commission Meeting Cancellation

Motion made by Vice Mayor Murvin to approve the cancellation of the December 26, 2023 City Commission Meeting, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. Motion passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

K. REPORT OF THE MAYOR

Commissioner Gonzalez exited the commission meeting at 9:18pm.

Mayor Babb inquired about a pervious NEAT Grant for Glades Citizens Villas funds.

Ms. Adams advised no funds were received for the Glades Citizens Villas NEAT Grant and gave a brief explanation.

Mayor Babb summary of events that were hosted by the City of Pahokee. He advised he's heard concerns from others about allowing individuals to yield their time to someone else and gave a brief explanation. A discussion ensued.

L. REPORT OF THE CITY MANAGER

Mr. Lucas and Ms. Adams gave a brief update of the Barfield Highway Project. Mr. Lucas advised we are at 98.5% completion of the East Lake Village Stormwater Improvement Project, Phase IV is set to be advertise the week, and MLK Park Improvement Project ITB will be advertise Wednesday, October 11, 2023. Also, McClure Reconstruction Project design has been issued by WGI through the City and Ms. Adams gave a brief update. A discussion ensued.

Mr. Lucas requested consensus to bring back a resolution supporting the extension of the one cent sales tax. Also, we are working on a resolution to accept five (5) homes being transferred from Palm Beach County Commission, pending verification of vendor for installation of four (4) foot fencing around the football field before bring back a resolution, and pending screening material along the fence line. A discussion ensued.

Mr. Lucas announced as of last Friday the football field is officially the City's.

M. REPORT OF THE CITY ATTORNEY

None.

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

Motion made by Mayor Babb to bring back language in reference to yielding time, Seconded by Commissioner Boldin. Mayor Babb called for questions. A discussion ensued. Motion passed 3-1.

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

Voting Nay: Commissioner Perez

Commissioner Perez advised she wanted to appoint a member for the ZAP Board.

Ms. Warner advised one (1) member of the ZAP Board term has expired, four (4) members are still active, and two (2) alternates are active.

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

Commissioner Perez congratulated Pahokee High School for being recognized as the Best High School.

Commissioner Boldin had no comments.

Mayor Babb gave a brief explanation on the commission meeting timeframe. A discussion ensued.

Motion made by Commissioner Boldin to approve limiting the commission discussions to ten (10) minutes with each commissioner's comments limited to two (2) minutes, Seconded by Mayor Babb. A discussion ensued. Motion passed 3-1.

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

Voting Nay: Commissioner Perez

P. ADJOURN

Motion made by Commissioner Perez to adjourn the meeting, Seconded by Commissioner Boldin. Mayor Babb called for questions. Motion passed unanimously.

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

There being no further business to discuss, Mayor Babb adjourned the meeting at 10:03 PM.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, CMC, City Clerk



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Tijauna Warner, CMC, City Clerk

SUBJECT: City Clerk

DATE: 30 September 2023

GENERAL SUMMARY/BACKGROUND:

The City Commission of the City of Pahokee expressed support of the one cent sales tax at the September 26, 2023 City Commission Meeting. The attached Resolution 2023 – 63 solidifies the commission’s support of the one cent sales tax.

BUDGET IMPACT: N/A

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The City Clerk’s Department recommends approving Resolution 2023 - 63.

ATTACHMENTS:

Resolution 2023 – 63

RESOLUTION 2023 - 63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, EXPRESSING SUPPORT FOR THE EXTENSION AND CONTINUATION OF THE PALM BEACH COUNTY ONE-CENT SALES SURTAX TO FUND LOCAL INFRASTRUCTURE PROJECTS THROUGH DECEMBER 21, 2036; AUTHORIZING EXPRESSING SUPPORT OF ONE CENT SALES TAX; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, in November 2016, the voters of Palm Beach County approved an increase to the local sales tax from six (6) cents per dollar to seven (7) cents per dollar; and

WHEREAS, the one-cent sales surtax increase became effective on January 1, 2017, and will automatically sunset upon the earlier occurrence of either December 31, 2026 or the generation of \$2.7 billions in total revenue; and

WHEREAS, the generated one-cent sales surtax revenue may only be utilized for infrastructure projects such as roads, sidewalks, bridges, schools, parks and government buildings and facilities; and

WHEREAS, infrastructure projects provide access to clean water, electricity, transportation, and other essential services, which directly impact the health and well-being of individuals, families, and the wider community; and

WHEREAS, the City of Pahokee has received one-cent sales surtax revenue in the amount of One Million Seven Hundred Ninety-Seven Thousand Six Hundred Thirty Dollars (\$1,797,630.00) since January 1, 2017, which has allowed the City to improve its infrastructure facilities and simultaneously maintain a lower property tax millage rate; and

WHEREAS, the City of Pahokee recognizes the direct and beneficial impact the one-cent sales surtax revenue for infrastructure projects has provided to Pahokee residents, as well as the schools of Palm Beach County and the surrounding communities; and

WHEREAS, the City of Pahokee supports a collaboration with the School District of Palm Beach County and the other municipalities of Palm Beach County to extend and continue the one-cent sales surtax revenue for infrastructure projects beyond its current automatic sunset deadlines; and

WHEREAS, the City of Pahokee specifically supports the continuation of the one-cent sales surtax revenue for infrastructure projects until December 31, 2036.

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

- Section 1.** Adoption of Representations. The foregoing “Whereas” paragraphs are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.
- Section 2.** Expression of Support. The City of Pahokee hereby expresses its support for continuation of the one-cent sales surtax revenue for infrastructure projects until December 31, 2036.
- Section 3.** Transmittal. The City Manager is hereby directed to forward this Resolution to all of the Palm Beach County Commissioners, with a copy of the Palm Beach County Administrator, the Palm Beach County League of Cities and the School District of Palm Beach County.
- Section 4.** Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 10th day of October, 2023.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Tijauna Warner, CMC, City Clerk

SUBJECT: City Clerk Departments

DATE: 30 September 2023

GENERAL SUMMARY/BACKGROUND:

The City Commission of the City of Pahokee approved on September 26, 2023 to add language that they'll receive the agenda at least five (5) business days before the meeting.

BUDGET IMPACT: N/A

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The City Clerk Department recommends approving Resolution 2023 - 64.

ATTACHMENTS:

Resolution 2023 – 64

RESOLUTION 2023 - 64

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, EXPRESSING THE INTENT OF THE CITY COMMISSION THAT THE AGENDA AND COMMISSION LEGISLATIVE AGENDA ITEMS BE SUBMITTED TO ALL CITY COMMISSIONERS AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO A REGULAR CITY COMMISSION MEETING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee City Commission (“City Commission”) finds that it would be beneficial to have commission legislative agenda items presented at least five (5) business days prior to a regular City Commission meeting; and

WHEREAS, the City Commission desires to express its intent through the passage of a resolution requiring the City Manager to have prepared and deliver an agenda no less than five (5) business days prior to a City Commission meeting.

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. Expression of Intent. The City Commission of the City of Pahokee hereby adopts this expression of intent that and agenda and all City Commission items be presented to all City Commission members at least five (5) business days prior to a regular City Commission meeting.

Section 3. Authority of the City Manager. The City Manager is hereby authorized 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 10th day of October 2023.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

ORDINANCE NO. 2023 - 07

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

WHEREAS, the City Commission of the City of Pahokee ("City Commission") desires to revise its Rules of Procedure by amending Article II, Section 2-26(f)(1), of the City of Pahokee's Code of Ordinances to limit debate to two minutes for City Commissioners, with an opportunity for a one (1) minute rebuttal; and

WHEREAS, the City Commission desires to further revise its Rules of Procedure by amending Article II, Section 2-26(g)(1) of the City of Pahokee's Code of Ordinances to prohibit yielding time to another speakers; and

WHEREAS, the City Commission finds that it would operate more efficiently if revised Rules of Procedure were adopted and followed.

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

Section 1. Amending Section 2-26(f)(1) of the City of Pahokee Code of Ordinances entitled "City Commission Discussion", which shall be amended and shall read as follows, with all other provisions remaining the same unless set forth herein and shall read:

(f) *City commission discussion.*

(1) Discussion by a member of the city commission on any one legislative item or issue shall be limited to two (2) minutes ~~not be limited~~, unless a motion to ~~limit~~ extend debate is made and adopted by a majority vote of the City Commission. Each member of the city commission ~~shall~~, in the discretion of the Mayor, may be afforded the opportunity to offer a one (1) minute rebuttal to each item discussed following a first round discussion by all City Commissioners who desire to be heard on an item. If one member is afforded time for rebuttal, all members of the City Commission shall be afforded the same amount of time for rebuttal. ~~A motion to limit debate shall take precedence over all motions, except a motion to adjourn, a point of order, or a motion to table.~~

(2) Each member of the city commission and the public who desires to speak shall address the mayor or presiding officer, and upon recognition by the mayor or presiding officer, shall confine himself or herself to the issues under debate, avoiding all personalities and indecorous language.

(3) Members of the city commission shall not interrupt anyone who has the floor, unless it is to call the meeting to order, or as otherwise provided in this section. If a member of the city commission desires to direct questions to another member of the city commission or the public, the questions shall be directed to the mayor or presiding officer who in turn will recognize the individual who wishes to answer the specific question.

(4) While the city commission is in session, members of the city commission and the public present at the meeting shall not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the city commission. There shall be no audience outburst and disruptive conversation from members of the public.

Section 2. Amending Section 2-26(g)(1) of the City of Pahokee Code of Ordinances entitled "Citizen's Rights", which shall be amended and shall read as follows, with all other provisions remaining the same unless set forth herein and shall read:

(g) *Citizen's Rights*

(1) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on agenda items except as provided for below. Public input shall be limited to three (3) minutes per person and speakers shall be prohibited from

yielding time to any other speaker. This right Rights provided under this section shall not apply to:

- i. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Commission to act.
- ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- iii. A meeting that is exempt from Section 286.011, Florida Statutes; or
- iv. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Section 3. Severability.

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

Section 4. Inclusion in Code.

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

Section 5. Effective Date.

This Ordinance shall take effect immediately upon final passage.

PASSED FIRST READING this 10th day of October, 2023.

PASSED SECOND READING this 24th day of October, 2023.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, Acting City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Parks & Rec

SUBJECT: Resolution 2023 - 62

DATE: September 25, 2023

GENERAL SUMMARY/BACKGROUND: Parks and Recs are asking for a fence around the football field, this is something we originally planned to install once we converted our field to artificial turf.

BUDGET IMPACT: Yes, funds will come from the One-Cent sales tax

LEGAL NOTE: Defer to the City Attorney.

STAFF RECOMMENDATION: of Resolution 2023 – 62 The purpose for the fencing is for safety during games/practices, we've experienced fans/parents coming on the field during games and we feel this is the best course of action to make sure we keep a safe environment for our program.

ATTACHMENTS:
Resolution 2023-62

RESOLUTION 2023 - 62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN EMERGENCY AGREEMENT BETWEEN CLIMATROL QUALITY ALUMINUM PRODUCTS AND THE CITY OF PAHOKEE FOR THE INSTALLATION OF FENCING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee ("City") is need of a licensed contractor to install emergency fencing at a certain football field located within the City limits; and

WHEREAS, Zenergl LLC, d/b/a Climatrol Quality Aluminum Products has agreed to perform the aforementioned work for the amount of Thirty-Four Thousand Dollars (\$34,000.00); and

WHEREAS, the City Commission desires to authorize the Mayor and City Manager to execute the Agreement between Climatrol Quality Aluminum Products and the City of Pahokee for the installation of a fencing at a certain football field within the city limits, as more specifically described in the Agreement attached as Exhibit "A" attached hereto.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, 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 of Mayor and City Manager. The City Commission hereby authorizes the Mayor and City Manager to execute an emergency Agreement between Climatrol Quality Aluminum Products and the City of Pahokee in the amount of Thirty Four Thousand Dollars (\$34,000.00), for the installation of fencing at a certain football field maintained by the Parks and Recreation Department within the city limits, as more specifically described in Exhibit "A" attached hereto. The City Manager is further authorized to take all necessary and expedient action to effectuate the aims of this Resolution.

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

PASSED and **ADOPTED** this 10th day of October, 2023.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks, Esq.
Interim City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

Climatrol Quality Aluminum Products Agreement

(attached)

AGREEMENT

THIS IS AN AGREEMENT, dated the ____ day of _____, 2023, between:

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

and

ZENERGII LLC D/B/ A CLIMATROL QUALITY
ALUMINUM PRODUCTS
a company, authorized to do business in the State of Florida,
hereinafter "CONTRACTOR."

THIS AGREEMENT is dated and will be effective on the ____ day of October in the year 2023, by and between the City of Pahokee, (hereinafter called CITY) and ZENERGII LLC d/b/a CLIMATROL QUALITY ALUMINUM PRODUCTS, (hereinafter called CONTRACTOR).

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents attached hereto as Exhibit "A". The Work is generally described as follows:
Fence Installation City High School Football Field

ARTICLE 2 - DRAWING

The Project has been designed by the as set forth in Exhibit "A"
■ Contractor's Quote dated 8/8/23

ARTICLE 3 - CONTRACT TIMES

3.1 Work will be substantially completed within 10 days from the date of Notice to Proceed, and shall be finally complete within 20 days from the date of Notice to Proceed.

3.2 LIQUIDATED DAMAGES. N/C

ARTICLE 4 - CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents of Exhibit "A", in current funds as follows: Thirty Four Thousand Dollars (\$34,000.00), which is based on the price(s) set forth in Exhibit "A".

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by CITY as provided in the General Conditions.

5.1. PAYMENTS. CONTRACT shall submit for payment a printed Schedule of Values on AIA for G703 – Application and Certificate for Payment Continuation Sheet. Partial payments may be made after satisfactory completion 50% of items on the approved Schedule of Values or as a percentage determined by the City Manager after authorization by the City Commission. Partial payments will be made upon submission of an original on AIA Form G702 – Application and Certificate for Payment and AIA G703 – Continuation Sheet.

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with Exhibit “A”.

5.3 AVAILABILITY OF FUNDS. CITY’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.

ARTICLE 6

(This Article left blank intentionally).

ARTICLE 7 - CONTRACTOR’S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies, if any, which pertain to the physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the

Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to CONTRACTOR.

7.5 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement.

8.2 ~~Performance Bond and Payment Bond (plus Power of Attorney Forms as applicable).~~

8.3 Notice of Award.

8.4 General Conditions and Supplementary Conditions.

8.5 If applicable, Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition (not attached hereto) and Florida Department of Transportation Design Standards, latest edition (not attached).

8.6 Paragraph Deleted

8.7 Drawings attached hereto and/or referenced in the List of Drawings (which may or may not be attached hereto).

8.8 Addenda Exhibit "A", Exhibit "B" and Exhibit "C", inclusive.

8.9 ~~CONTRACTOR'S Bid and Bid Bond.~~

8.10 ~~Any other documents required by this Agreement, the Bidding Documents or the Contract Documents whether or not the same is attached hereto.~~

8.11 The following which may be delivered or issued after the Effective Date of the Agreement may not be attached hereto: Notice to Proceed, Warranty of Title form, Final Release of Liens form, all written amendments and other documents amending, modifying, or supplementing the Contract Documents.

8.12 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in this Agreement.

ARTICLE 9 - MISCELLANEOUS

9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained on the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.5 The CONTRACTOR agrees to be bound by all the terms and conditions set forth in the Contract Documents. To the extent that a conflict exists between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. To the extent that a conflict exists between the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of the Contract Documents shall prevail in the following order of precedence:

1. Any written Amendments;
2. Technical Specifications, Drawings, and Addenda thereto;
3. Supplemental Conditions;

4. General Conditions;
5. CONTRACTOR's Bid; and
6. All remaining Contract Documents (which shall have equal value in order of precedence).

9.6 This Agreement shall not become binding and effective until approved by the City Commission of the City of Pahokee or its designated representative.

9.7 In accordance with Palm Beach County Ordinance number 2011-009, the CONTRACTOR understands that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance 2011-009 and is aware of its rights and/or obligations under such ordinance.

9.8 The 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 the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

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

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

9.11 CONTRACTOR shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of the Contract Documents and destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

9.12 Governing Law; Consent to Jurisdiction: The Contract Documents shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions, and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for federal actions, the purposes of any suit, action or other proceeding arising out of, or relating to, the Contract Documents; and, (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever.

9.13 Except where specifically provided for in the Contract Documents, the CONTRACTOR shall not be entitled to an increase in the Contract Price 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 out of or related to delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided in the Contract Documents.

9.14 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under the Contract Documents shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, the CONTRACTOR and its subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR's and/or its subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the project. The CITY grants to the CONTRACTOR and its subcontractors the right and/or limited license to use a portion of the Documents

prepared by the CONTRACTOR or its subcontractors in future projects of the CONTRACTOR or its subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or its subcontractor's own risk and without any liability to the CITY. Any modifications made by the CITY to any of the CONTRACTOR's or its subcontractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR or its subcontractor(s) will be at the CITY's sole risk and without liability to the CONTRACTOR or its subcontractor(s).

9.15 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.

9.16 To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to the contract documents.

~~9.17 This contract is funded by the State of Florida Department of Transportation. In the event FDOT's funding of this contract ceases, for any reason, then this contract shall terminate as of the date Contractor is notified funding is no longer available. In case of termination under this paragraph, Contractor shall be paid for all work to the date contractor is notified to stop work.~~

9.18 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.

9.19 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.

ARTICLE 10 - INDEMNIFICATION

10.1 This space left blank intentionally.

10.2 CONTRACTOR shall indemnify and hold harmless CITY, its appointed and elected officers, engineer and all of their respective officers, agents, and employees, from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, fees and charges of engineers, architects and other professionals, and all court, arbitration or other dispute resolution costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint,

concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Contract Documents. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

ARTICLE 11 - SALES TAX INFORMATION

11.1 The CITY is exempt from the payment of Florida State Sales and Use Tax.

ARTICLE 12 - PROJECT SIGNAGE AND BARRICADES; MAINTENANCE OF TRAFFIC; PUBLIC SAFETY AND CONVENIENCE

12.1 CONTRACTOR shall provide signs, barricades and flashing lights reasonably necessary for the protection of the work and the safety of the public, as determined and directed by the CITY, in its sole discretion.

12.2 CONTRACTOR shall, at all times, conduct its work as to insure the least possible obstruction and inconvenience to: normal pedestrian and vehicular traffic; access to all public and private properties during all stages of the Work; and to the general public and the residents in the general vicinity of the Work.

12.3 CONTRACTOR shall be responsible for the proper and efficient maintenance of traffic to the extent applicable. No more than one-half (1/2) of the subject road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. No road or street shall be closed to the public, except with the permission of the proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks, public telephones, drainage ditches and irrigation ditches.

12.4 In performing the requirements of this Article, CONTRACTOR shall adhere to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and Design Standards, latest edition and any applicable ordinances, statutes and regulations to the extent applicable.

12.5 If a conflict exists between a City of Pahokee specification and a FDOT

specification, the City shall determine, in its sole discretion, which specification applies.

ARTICLE 13 - INSURANCE

13.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph or by the City have been satisfied.

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 days (30) 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 "Bests 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 five (5) 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 bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles

- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

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 14 - PROTECTION OF PROPERTY

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

Any damages to CITY'S property (i.e. structures, roads, culverts, fences, trees or other natural resources) caused by the CONTRACTOR while working on this project shall be the responsibility of the CONTRACTOR to remedy, as determined by the CITY. The CONTRACTOR shall be responsible for the conduct of all CONTRACTOR personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered during construction activities the CONTRACTOR shall immediately halt construction within that area and notify the CITY's Project Manager, City Manager or City's Engineer. Please note: The State's Archeologist also has the power to halt work if he or she believes artifacts are being disturbed and/ or Palm Beach County Water Utility District believes the construction being performed is impeding the existing lines connected to the County's flow of water and/or drainage system.

ARTICLE 15 - INDEPENDENT CONTRACTOR

15.1 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 16 - E-VERIFY

E-Verify 448.095 Fla Stat (2023) - By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla . Stat. (2023), "Employment Eligibility", as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla Stat. (2023), as amended; and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

ARTICLE 17 - 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:

Rodney D. Lucas, 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:

David Acevedo, Manager
8451 MCALLISTER WAY
WEST PALM BEACH, FL 33411

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals
_____ day of October 2023.

CITY OF PAHOKEE

ATTEST:

Tijauna Warner, CMC, City Clerk

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, City Attorney

Rodney D. Lucas, City Manager

CONTRACTOR

WITNESSES:

Inc

BY:_____
David Acevedo, President or
Paul Taylor, President
Climatrol Quality Aluminum Products,

ATTEST:

Print Name of Contractor

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 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 _____, 2023.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT “A”

EXHIBIT "B"
PRICE FOR SERVICES

CONTRACT PAYMENT. The CITY agrees to pay CONTRACTOR for satisfactory performance of CONTRACTOR's Work the sum of **Thirty Four housand and Zero Dollars (\$34.000.00).**

EXHIBIT "C"
INSURANCE CERTIFICATE

5530 NW 161 St.
Hialeah, FL 33014



DADE (305) 5
OTHER (800) 2
FAX (305) 828-9200

Section I, Item A.

- ☐ New Order
☐ Revision

WWW.CLIMATROLQUALITY.COM
CONTRACT AGREEMENT

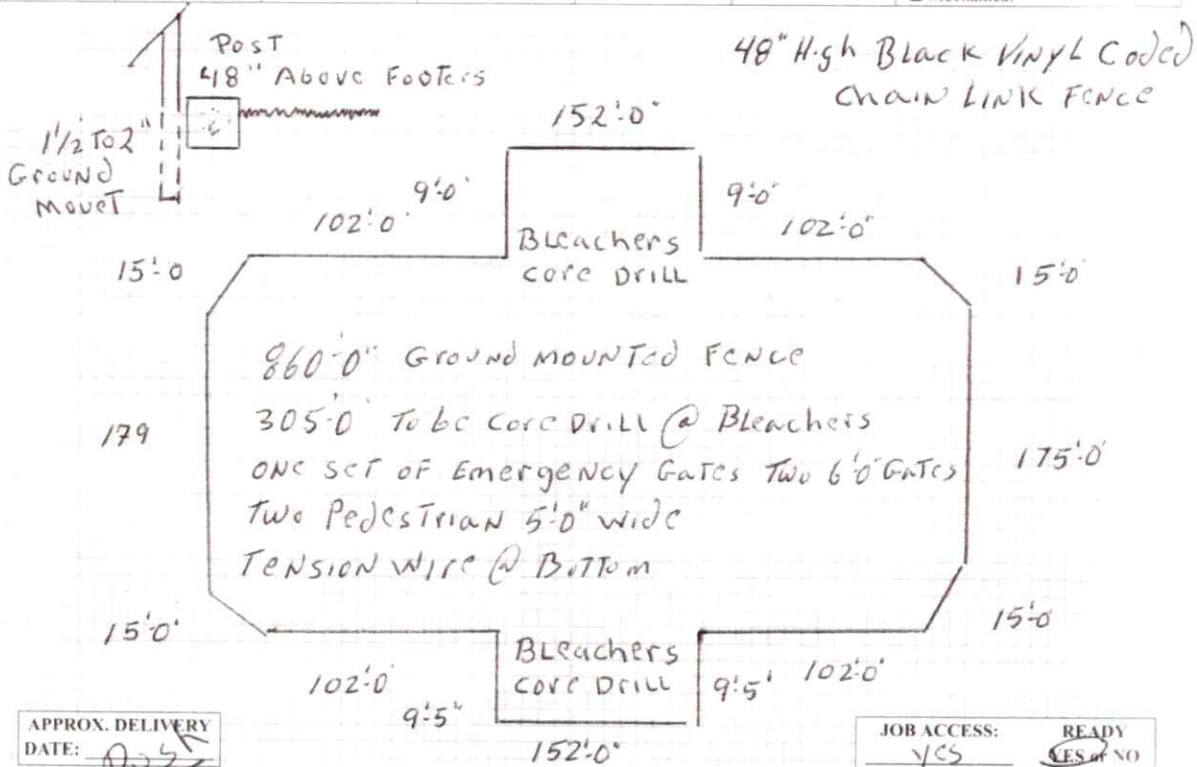
DATE: _____

SOLD TO: CITY OF PAHOKEE
ADDRESS: 207 Begonia Ave
CITY/STATE: PAHOKEE, FL ZIP CODE: _____
HOME #: (____) _____ WORK: (____) _____ EXT: _____
FAX: (____) Mr Rodney Lucas CELL: (352) 449-2353
EMAIL ADDRESS: RLUCAS@CITYOFPAHOKEE.COM
PROPERTY OWNER: _____ PHONE: (____) _____
OWNER'S ADDRESS: _____ ZIP CODE: _____
INSTALL. ADDRESS: _____
LOT / BLOCK / SUBDIVISION: High School Football Field

Acct # _____
O/E # _____
Check # _____
Dep. \$ _____
CQAP Authorization _____
Date: _____

___ POOL ENCLOSURE ___ PATIO OR PORCH ENCLOSURE ___ RAILING ___ SHUTTERS ___ WINDOWS
CIRCLE: BRONZE WHITE OR CUSTOM FOR ALUMINUM FRAME OR RAILING COLOR Black

ROOF	SCREEN	DOORS	KICK PLATE	ALUM. ROOF	GUTTERS	RAILING
<input type="checkbox"/> Mansard <input type="checkbox"/> Hip <input type="checkbox"/> Gable <input type="checkbox"/> Flat <input type="checkbox"/> Other	<input type="checkbox"/> 18x14 <input type="checkbox"/> 20x20 <input type="checkbox"/> Charcoal <input type="checkbox"/> Shade Approx. Ht. _____ Walls: _____	<input type="checkbox"/> None <input type="checkbox"/> Screen # _____ <input type="checkbox"/> Dog Door # _____	<input type="checkbox"/> None <input type="checkbox"/> Approx. Lin. _____ Ft. _____ <input type="checkbox"/> Ht. _____	<input type="checkbox"/> Insulated <input type="checkbox"/> Regular Pan Color: _____	<input type="checkbox"/> Extruded # Ft. _____ <input type="checkbox"/> Flashing # Ft. _____ <input type="checkbox"/> Downspouts	<input checked="" type="checkbox"/> 48" <input type="checkbox"/> Picket <input type="checkbox"/> Gates: <u>4 Gates</u> <input checked="" type="checkbox"/> Ground Mount <input checked="" type="checkbox"/> Core Drill <input type="checkbox"/> Welded <input type="checkbox"/> Mechanical



CQAP Representative: _____ Date: 08-09-2023

*All balances under this contract are due at the time of installation and not at the time of final inspection. Contract price is good for measurements shown above. Any changes after final measurements will be charged accordingly. Climatrol Quality Aluminum Products shall not be responsible for damage caused by digging to underground pipes, landscaping, or other property. No warranty on gutter systems.

Buyer's Initials _____

Total Price \$ 34,000.00 Buyer's Initials _____
C.O.D. CUSTOMERS - TERMS ☐
Deposit _____
Balance upon completion

I/We have read both the front and back of the foregoing proposed contract and accept the same on the terms and conditions stated herein.

PURCHASER: _____ PRINT NAME: _____ DATE: _____
PURCHASER: _____ PRINT NAME: _____ DATE: _____