

CITY COMMISSION OF THE CITY OF PAHOKEE

## **WORKSHOP**

Tuesday, June 12, 2018 6:00 p.m.

360 E. Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the June 12, 2018 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN



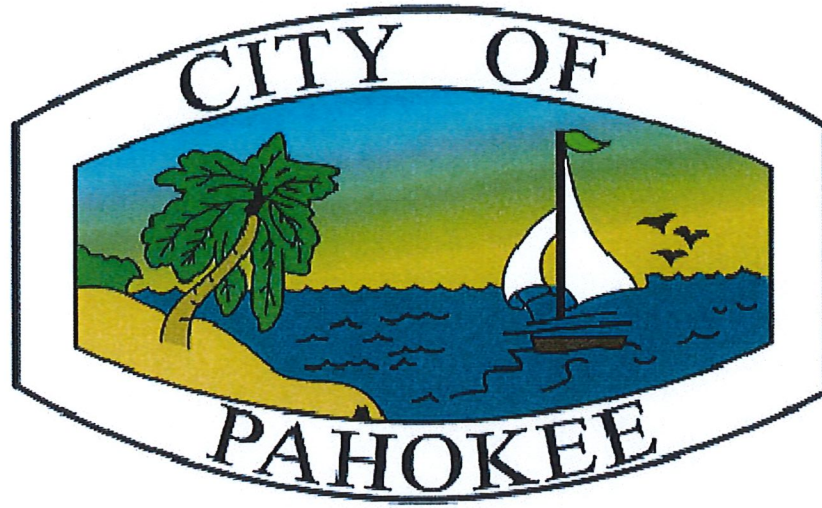
# AGENDA

## CITY COMMISSION OF THE CITY OF PAHOKEE

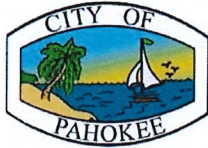
REGULAR COMMISSION MEETING

TUESDAY, June 12, 2018 6:30 P.M.

- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
  - 1. **May 8, 2018 Regular Scheduled Commission Meeting**
  - 2. **May 29, 2018 Special Scheduled Commission Meeting**
- G. CONSENT AGENDA:
- H. ORDINANCE:
  - 1. **ORDINANCE 2018 - 02 (first reading) AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF PAHOKEE, AND PROVIDING FOR AN EFFECTIVE DATE.**
- I. RESOLUTIONS:
  - 1. **RESOLUTION 2018 - 32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA PAVING & PARKING LOT RECONSTRUCTION AGREEMENT BETWEEN A. GENESIS CONSTRUCTION, LLC AND THE CITY OF PAHOKEE.**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
- L. PRESENTATIONS:
  - 1. **Dr. Martin Luther King Jr. Scholarship Award - Obriana Bent**
  - 2. **Lawn of the Month - Brenda B. Osborne & Tobie L. Osborne**
  - 3. **Former Commissioner Allie Biggs**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
- P. OLD BUSINESS:
- Q. NEW BUSINESS:
  - 1. **Lt. Picciolo PBSO Report**
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:



# MINUTES



**CITY COMMISSION OF THE CITY OF PAHOKEE  
REGULAR COMMISSION MEETING MINUTES  
Tuesday, May 8, 2018**

Pursuant to due notice the regularly scheduled Commission meeting was held in the Commission Chambers at 360 E. Main St., Pahokee, Palm Beach County, Florida on May 8, 2018.

The meeting was called to order by Mayor Babb at 6:35p.m.

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia Hill	Present
	Vice Mayor Clara Murvin	Present
	Commissioner Diane Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Deputy Barge	Present
	City Clerk Tijauna Warner	Present

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

Mr. Williamson added Resolution 2018 – 23, Resolution 2018 -24, Resolution 2018 – 25, Resolution 2018 -26 and Resolution 2018 – 27 to the agenda. Also, Mr. Williamson added under presentation employee of the quarter and employee of the year.

Mayor Babb suggested adding the cancellation of May 22, 2018 City Commission meeting due the Pahokee High School Graduation.

**Approval of Cancelling the May 22, 2018 City Commission Meeting.**

**Motion by Commissioner Walker. Seconded by Vice Mayor Murvin.**

**Motion carried unanimously.**

**Approval of Agenda with additions.**

**Motion by Commissioner Everett. Seconded by Commissioner Hill.**

**Motion carried unanimously.**

Commissioner Walker expressed concerns with items being added to the agenda after receiving the agenda packet. She advised the Commission doesn't have adequate to review the information before voting on it at the meetings.

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

**Public Service Announcements:** *(none)*

**Approval of Minutes:**



1. **April 24, 2018 Regular Scheduled Commission Meeting**

Commissioner Walker advised she would like to amend her voting for the minutes to yes.

Approval of April 24, 2018 Regular Scheduled Commission Meeting with amendments.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

Consent Agenda:

1. **RESOLUTION 2018 – 19 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING THE APPROVAL OF A GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY DATED JULY 13TH, 2017, AND APPROVING AN AMENDMENT NUMBER ONE TO THE SCOPE OF WORK BY DELETING THE FISHING PIER.**
2. **RESOLUTION 2018 – 20 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING A CONTRACT BETWEEN THE CITY AND EDSA FOR A VISION PLAN FOR THE CITY DATED JULY 7, 2017.**

Approval of Consent Agenda Items.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Ordinances: (none)

Resolutions:

*Mr. Brandenburg read Resolution 2018 - 21 into the record.*

1. **RESOLUTION 2018 – 21 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PROVIDING FOR A CONTRACT FOR JANITORIAL SERVICES AT 360 EAST MAIN STREET WITH HOLMES JANITORIAL CLEANING SERVICES FOR THE PERIOD FEBRUARY 21, 2018 TO SEPTEMBER 30, 2018.**

Approval of Resolution 2018 - 21.

Motion by Commissioner Hill. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

*Mr. Brandenburg read Resolution 2018 - 22 into the record.*

2. **RESOLUTION 2018 – 22 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING BUDGET AMENDMENTS No. 4 IN THE AMOUNT OF \$55,000.00, TO THE 2017 - 2018 FISCAL YEAR BUDGET.**

Approval of Resolution 2018 - 22.

Motion by Commissioner Hill. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

*Mr. Brandenburg read Resolution 2018 - 23 into the record.*

3. **RESOLUTION 2018 – 23 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN ASSIGNMENT AND ASSUMPTION OF CONTRACT, AND AN "AS IS" ACKNOWLEDGMENT BETWEEN PALM BEACH COUNTY AND THE CITY.**

Commissioner Walker inquired if it's feasible for the City.

- Mr. Williamson replied yes.

**Approval of Resolution 2018 - 23.**

**Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.**

**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 - 24 into the record.*

- 4. RESOLUTION 2018 – 24 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT WITH EARLY LEARNING COALITION OF PALM BEACH COUNTY FOR STATEWIDE SCHOOL READINESS CHILD CARE SERVICE.**

**Approval of Resolution 2018 - 24.**

**Motion by Commissioner Walker. Seconded by Commissioner Hill.**

**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 - 25 into the record.*

- 5. RESOLUTION 2018 – 25 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT WITH EARLY LEARNING COALITION OF PALM BEACH COUNTY FOR CSC SCHOLARSHIP PROVIDER FISCAL YEAR 2018-2019.**

Commissioner Everett inquired if the scholarship was funding to sponsor students.

- Mr. Williamson advised it's like a voucher for the summer program to take care of fees for parents.

**Approval of Resolution 2018 - 25.**

**Motion by Commissioner Walker. Seconded by Commissioner Hill.**

**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 - 26 into the record.*

- 6. RESOLUTION 2018 – 26 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE GREASE TRAP AGREEMENT BETWEEN PALM BEACH SEPTIC SYSTEMS AND THE CITY OF PAHOKEE.**

**Approval of Resolution 2018 - 26.**

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

**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 - 27 into the record.*

- 7. RESOLUTION 2018 – 27 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA RAILING AGREEMENT BETWEEN CLIMATROL QUALITY ALUMINUM PRODUCTS AND THE CITY OF PAHOKEE.**

Commissioner Everett inquired where exactly would the railing be located.

- Mr. Williamson advised it would be on the seawall and explained it has stopped the City from getting full insurance.
- Commissioner Everett inquired would it impede the citizens from fishing.
- Mr. Williamson replied at some points it will and explained it stops the City from being sued.

- Commissioner Everett advised that's a difficult decision to make because it prevents citizens from fishing and a discussion ensued.

**Approval of Resolution 2018 - 27.**

**Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.**

**Motion carried unanimously.**

Commissioner Everett informed we are approving this taking into consideration Vice Mayor Murvin response that the rail is not higher than 42inches from the seawall.

**Approval of Resolution 2018 – 27 with amendments.**

**Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.**

**Motion carried unanimously.**

**Public Hearings:** *(none)*

**Proclamations:**

**1. Municipal Clerks Week**

**Approval of Municipal Clerks Week.**

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

**Motion carried unanimously.**

**2. Kids to Park Day**

Commissioner Everett suggested adding some type of activity with the City. Also, he would entertain an idea of having some type of family day at the MLK Park.

**Approval of Kids to Park Day.**

**Motion by Commissioner Walker. Seconded by Commissioner Hill.**

**Motion carried unanimously.**

**3. Senior Corps Week**

Commissioner Murvin recommended recognizing the Senior Volunteers that were attending the meeting.

**Approval of Senior Corps Week.**

**Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.**

**Motion carried unanimously.**

**Presentations:**

**1. Regina Bernice Butler – Business of the Month**

*Commissioner Hill presented a certificate to Ms. Regina Bernice Butler (not present) for business of the month.*

**2. Leonard Mobile Tires – Business of the Month**

*Vice Mayor Murvin presented a certificate to Mr. Leonard Rolle (not present) for business of the month.*

**3. Nylene Clarke – Employee of the Quarter**

*Mayor Babb presented a check to Ms. Nylene Clarke for employee of the quarter.*

**4. Angelica Reyes – Employee of the Year**

Vice Mayor Murvin & Commissioner Hill presented a check and certificate to Ms. Angelica Reyes for employee of the year.

**Report of the Mayor:**

Mayor Babb announced the Everglades Preparatory Academy Graduation was today and majority of the Commission attended. He congratulated all of the graduates from Everglades Preparatory Academy and announced Pahokee High School Graduation is scheduled for May 22, 2018 and explained that was the reason the City Commission meeting was cancelled for that day. Mayor Babb advised the Community Relations Board can conduct a Family Day or get involved with more activities (I Love Pahokee Day, MLK Event, etc...).

**Report of the City Manager:**

Mr. Williamson gave a brief update on Glades Citizens Villa Pre-Bid Meeting and Commissioners Park Improvement Bid. He advised he's had conversation with the County in reference to funding for the gymnasium, yet he doesn't have a timeline as of yet. Mr. Williamson informed the community that there will be renovations conducted in Parks and Recreations soon and explained some of the projects (classrooms, football field, etc...). In addition, he informed the City received another \$210,000 for Glades Resurfacing and gave a brief description of the projects (Barfield Highway, McClure Road, etc...).

Mayor Babb inquired about the Old Hospital Site.

- Mr. Williamson explained there was a buyer and they had a change of heart. He advised he has a secondary plan that he's working on now. He's hopefully, that everything will move forward.

Mayor Babb inquired about the status on the Old Pahokee High School.

- Mr. Williamson advised he's received two (2) quotes for the Old Pahokee High School that should be going out within the next ten (10) days.

Mayor Babb inquired about a date for the Town Hall Meeting.

- Mr. Williamson wanted to engage the Commission on hosting their own Town Hall Meeting.
- Mayor Babb replied we need to do it in combination. He recommended Mr. Williamson to explain the permitting for using the football field or parks.
- Mr. Williamson informed if you are not hosting an event you can use the parks and fields, but if you are hosting an organized event you will need a permit (application, liability insurance, etc...).
- Mayor Babb recommended at some point the Commission need to come back and address this issue. He asked Mr. Williamson to explain what's transpiring with the organized yard sales.
- Mr. Williamson replied you can have yard sales on your resident with an annual fee of \$25.00. But, if you have sale of items outside your residential home it has to be in a commercial zone and a discussion ensued.

**Report of the City Attorney:**

Mr. Brandenburg advised Technomarine didn't agree to return any of the funds back to the City of Pahokee and asked if they would like to proceed with legal action against Technomarine.

**Approval of authorizing the City Attorney to take legal action against Technomarine.**

**Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.**

**Motion carried unanimously.**

**Old Business (none)**

**New Business:**

**Citizens Comments:**

Mr. Alphonso Smith, Jr. (*resident*) expressed concerns about the current situation with staff (Jonathan Johnson) and advised that their actions concerning Mr. Johnson maybe a hazard to the Commission and gave a brief description.

Ms. Olivia Clark (*resident*) recommended having healthier snacks and foods at Kids to Park Day.

Ms. Joyce Perez (*resident*) informed the Commission that Thursday they will be picking up the license for Breath of Life.

Mr. Richard Brown (*resident*) expressed concern with the yard sale ordinance and code enforcement. He gave a brief description of yard sales in the previous years.

Ms. Sharon Colvin (*resident*) inquired about the huge pole in front of PNC Bank.

- Mr. Williamson advised that it will be utilized for cell phone communication tower and satellites.

Mr. Mansie Miller (*resident*) inquired what arrangement the City has with the trash pick-up and explained it's cheaper to use our own trucks.

- Mr. Williamson replied he have a lot of things he will be addressing with Waste Management and explained the process of the trash pick-up.

Ms. Jennifer Hanna (*resident*) expressed concerns about projects within the City of Pahokee and required dates from the City Manager instead of stating it's coming soon.

**City Commission Comments:**

Commissioner Walker inquired the status of adding her evaluation of the City Manager to the tabulation sheet and a discussion ensued.

**Approval of adding Commissioner Walker's Evaluation of the City Manager to the tabulation sheet and in the future a deadline is set by the Commission with no late submittals accepted.**

**Motion by Commissioner Everett. Seconded by Vice Mayor Walker.**

**Motion carried unanimously.**

Commissioner Everett advised we want to be the best City we can be and there's seems to be some miscommunication or confusion with yard sales. He explained the ordinance he read in reference to yard sales and inquired if he's correct. He advised sometimes we can win the battle and lose the war, informing the community put him on the dais and he has to take into consideration the citizens comments. However, we have to follow rules. He agreed that employees have to follow policies and procedures. After hearing Mr. Smith and not knowing everything that transpired, inquired of the City Manager meet with Mr. Johnson to discuss the issues.

Vice Mayor Murvin bids good night.

There being no further business to discuss, Mayor Babb adjourns the meeting at 9:20p.m.

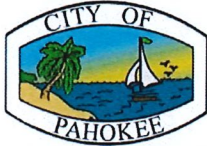
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Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk





**CITY COMMISSION OF THE CITY OF PAHOKEE  
SPECIAL COMMISSION MEETING MINUTES  
Tuesday, May 29, 2018**

Pursuant to due notice the special scheduled Commission meeting was held in the Commission Chambers at 360 E. Main St., Pahokee, Palm Beach County, Florida on May 29, 2018.

The meeting was called to order by Mayor Babb at 11:10 a.m.

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia Hill	Present
	Vice Mayor Clara Murvin	Present
	Commissioner Diane Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lt. Picciolo	Absent
	City Clerk Tijauna Warner	Present

**Topic:**

*Mr. Williamson explained the City's recommendation to award Weekley Asphalt Paving, Inc. ITB 2018 – 02.*

**1. ITB 2018 – 02 Recommendations & Award Weekley Asphalt Paving, Inc.**

Mayor Babb recommended the City Manager send letter out to residents near the area explaining the upcoming project.

**Approval of ITB 2018 – 02 Awarded to Weekley Asphalt Paving, Inc.**  
**Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.**  
**Motion carried unanimously.**

*Mr. Williamson explained the City's recommendation to award Lynch Paving & Construction, Inc. ITB 2018 – 03.*

**2. ITB 2018 – 03 Recommendations & Award Lynch Paving & Construction, Inc.**

**Approval of ITB 2018 – 03 Awarded to Lynch Paving & Construction, Inc.**  
**Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.**  
**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 – 28 into the record. Mr. Williamson gave an overview of Resolution 2018 – 28.*

3. RESOLUTION 2018 – 28 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA PAINTING & RENOVATION UPGRADES AGREEMENT BETWEEN ARUBA CONSTRUCTION & ROOFING, INC AND THE CITY OF PAHOKEE.

**Approval of Resolution 2018 - 28.**

**Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.**

**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 – 29 into the record. Mr. Williamson gave an overview of Resolution 2018 – 29.*

4. RESOLUTION 2018 – 29 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA SECURITY & NETWORK SYSTEM AGREEMENT BETWEEN HILIOS, LLC AND THE CITY OF PAHOKEE.

Mayor Babb inquired if there's a threat of not meeting the deadline.

- Mr. Williamson replied yes.

**Approval of Resolution 2018 - 29.**

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

**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 – 30 into the record. Mr. Williamson gave an overview of Resolution 2018 – 30.*

5. RESOLUTION 2018 – 30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE OLD PAHOKEE HIGH SCHOOL BEAUTIFICAN AGREEMENT BETWEEN A. GENESIS CONSTRCTON, LLC AND THE CITY OF PAHOKEE.

Mayor Babb inquired what would be the color of the building.

- Mr. Williamson informed it would be an earth tuned color that will assist with the universal look.

**Approval of Resolution 2018 - 30.**

**Motion by Commissioner Everett. Seconded by Commissioner Hill.**

**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 – 31 into the record. Mr. Williamson gave an overview of Resolution 2018 – 31.*

6. RESOLUTION 2018 – 31 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE COMMISSIONERS PARK IMPROVEMENT AGREEMENT BETWEEN LYNCH PAVING & CONSTRUCTION, INC. AND THE CITY OF PAHOKEE.

**Approval of Resolution 2018 - 31.**

**Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.**

**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 – 32 into the record. Mr. Williamson gave an overview of Resolution 2018 – 32.*

7. RESOLUTION 2018 – 32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA PETROLEUM FUELING PUMPS AGREEMENT BETWEEN PETROLEUM MARINE CONSTRUCTION, LLC AND THE CITY OF PAHOKEE.

Mayor Babb inquired is there a threat of not meeting the deadline for this project.

- Mr. Williamson replied yes and gave a brief explanation.
- Commissioner Everett inquired how comfortable the City Manager is that the fuel pumps would attract more visitors.
- Mr. Williamson replied he's 150% comfortable, once everything is complete on the marina.

**Approval of Resolution 2018 - 32.**

**Motion by Commissioner Hill. Seconded by Commissioner Everett.**

**Motion carried unanimously.**

**Discussion, Comments, Concerns:**

Mayor Babb explained that there would be special meetings called if needed even if we cancel a regular scheduled Commission meeting and gave a brief description.

Commissioner Everett requested an update on Technomarine.

- Mr. Brandenburg replied they refused to give the money back, therefore he's moving forward with legal action.
- Commissioner Everett inquired is there any communication with Code Enforcement advising residents that they can't fish on the pier.
- Mr. Williamson replied he's not prepared to give an update on what Code Enforcement said, but it's when most of the projects start fishing will not be available during that time.
- Commissioner Everett thanked everyone for their hard work.

Commissioner Murvin inquired what kind of fencing will be placed up for the railing.

- Mr. Williamson replied normal railing on fishing piers, where kids can't fall through it.
- Commissioner Murvin thanked everyone for their work and asked God to bless the hands of the ones who are working for the City.

**Approval of Adjourning May 29, 2018 Special City Commission Meeting.**

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

**Motion carried unanimously.**

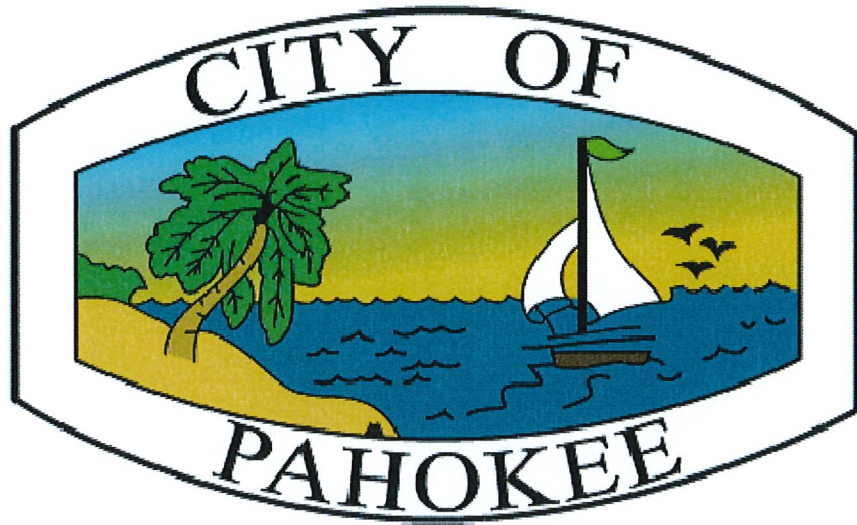
There being no further business to discuss, Mayor Babb adjourns the meeting at 12:11p.m.

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Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk



# **ORDINANCES**

**ORDINANCE NO. 2018 – 02**

**AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF PAHOKEE, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City Pahokee, Florida recognizes that the City of Pahokee and its citizens need and desire the continued benefits of electric service; and

**WHEREAS**, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the City of Pahokee does not desire to undertake to provide such services; and

**WHEREAS**, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

**WHEREAS**, there is currently in effect a franchise agreement between the City of Pahokee and FPL, the terms of which are set forth in City of Pahokee Ordinance No. 89-3, passed and adopted March 28, 1989, and FPL's written acceptance thereof dated March 30, 1989 granting to FPL, its successors and assigns, a thirty (30) year electric franchise ("Current Franchise Agreement"); and

**WHEREAS**, FPL and the City of Pahokee desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to the City of Pahokee in exchange for the nonexclusive right and privilege of supplying electricity and other



services within the City of Pahokee free of competition from the City of Pahokee, pursuant to certain terms and conditions, and

**WHEREAS**, the City Commission of the City of Pahokee deems it to be in the best interest of the City of Pahokee and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement;

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

Section 1. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the City of Pahokee, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable

egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 3. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5(a). As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal six (6.0%) percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed six (6.0%) percent of such revenues for any monthly billing period of the Grantee, except as expressly provided in Section 5(b) below.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited, as in the existing franchise Ordinance No. 89-33, to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 5(b). If during the term of this franchise the Grantee enters into a franchise agreement with any other municipality located in Palm Beach and Broward Counties, Florida, the terms of which provide for the payment of franchise fees by the Grantee at a rate greater than 6% of the Grantee's residential, commercial and industrial revenues (as such customers are defined by FPL's tariff), under the same terms and conditions as specified in Section 5(a) hereof, the Grantee, upon written request of the Grantor, shall negotiate and enter into a new franchise agreement with the Grantor in which the percentage to be used in calculating monthly payments under Section 5(a) hereof shall be no greater than that percentage which the Grantee has agreed to use as a basis for the calculation of payments to the other Palm Beach and Broward Counties municipalities, provided, however, that such new franchise agreement shall include additional benefits to the Grantee, in addition to all benefits provided herein, at least equal to those provided by its franchise agreement with the other Palm Beach and Broward Counties municipalities.

Subject to all limitations, terms and conditions specified in the preceding sentence, the Grantor shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and the Grantee shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall



include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 7. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this

franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 8. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the

Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 11. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the

Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Grantor waives, settles and bars all claims relating in any way to the amounts paid by the Grantee under the Current Franchise Agreement embodied in Ordinance No. 89-3.

Section 12. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 13. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 14. Ordinance No. 89-3, passed and adopted March 28, 1989 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 15. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption

of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this \_\_\_ day of \_\_\_\_\_, 2018.

PASSED AND ADOPTED in second reading this \_\_\_ day of \_\_\_\_\_, 2018.

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

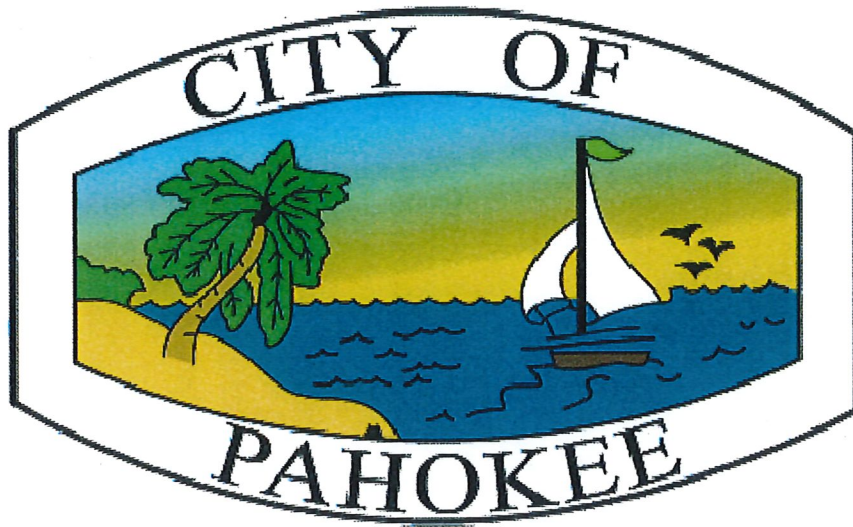
Attest: \_\_\_\_\_  
Tijauna Warner, CITY CLERK

	First Reading	Second and Final Reading
MAYOR BABB	_____	_____
COMMISSIONER HILL	_____	_____
COMMISSIONER MURVIN	_____	_____
COMMISSIONER WALKER	_____	_____
COMMISSIONER EVERETT	_____	_____

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Gary M. Brandenburg, CITY ATTORNEY





# RESOLUTIONS

**RESOLUTION 2018 - 33**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA PAVING & PARKING LOT RECONSTRUCTION AGREEMENT BETWEEN A. GENESIS CONSTRUCTION, LLC AND THE CITY OF PAHOKEE.**

**WHEREAS**, this Campground & Marina Paving & Parking Lot Reconstruction Agreement is entered into by and between A. GENESIS CONSTRUCTION, LLC and the CITY OF PAHOKEE; and,

**WHEREAS**, the parties desire to enter into this agreement in order to define the expectations of each party with regards to the Project, identify the services to be provided by A. Genesis Construction, LLC, and outline the process to be allowed.

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

**Section 1.** The City Commission hereby authorizes and directs the Mayor to execute the attached Campground & Marina Paving & Parking Lot Reconstruction Agreement with A. Genesis Construction, LLC.

**PASSED AND ADOPTED this 12<sup>th</sup> day of June, 2018.**

ATTESTED:

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

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

APPROVED AS TO LEGAL  
SUFFICIENCY:

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

Mayor Babb \_\_\_\_\_  
Vice Mayor Murvin \_\_\_\_\_  
Commissioner Everett \_\_\_\_\_  
Commissioner Hill \_\_\_\_\_  
Commissioner Walker \_\_\_\_\_

**CITY OF PAHOKEE**  
**Campground & Marina Renovation Project**  
**CONTRACT AGREEMENT**

JOB NO: Paving & Parking Lot Reconstruction

ACCOUNT CODE: HL081-06

**THIS AGREEMENT** is made this 12th day of June 2018, by and between CITY OF PAHOKEE (OWNER) and A. GENESIS CONSTRUCTION, LLC (CONTRACTOR) to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

PROJECT: CAMPGROUND & MARINA RENOVATION PROJECT  
OWNER: CITY OF PAHOKEE  
ARCHITECT: N/A  
CONTRACTOR: A. GENESIS CONSTRUCTION, LLC

**Article 1**

**CONTRACT PAYMENT.** The OWNER agrees to pay CONTRACTOR for satisfactory performance of CONTRACTOR's Work the sum of One hundred fifty – three thousand eight hundred sixty eight Dollars (\$ 153,868.00). Progress payments, less retainage of 10%, shall be made to CONTRACTOR for Work satisfactorily performed no later than twenty-five (25) days after receipt of payment request and Release of Lien from CONTRACTOR. Final payment of the balance due shall be made to CONTRACTOR not later than thirty (30) days after receipt by OWNER of final payment request and final Release of Lien for CONTRACTOR's Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, and guarantees required by the Contract Documents or Contractor.

**Article 2**

**SCOPE OF WORK.**

- (a) CONTRACTOR shall furnish necessary labor, materials, services, tools, equipment and other things necessary to fully perform and complete the Work in cooperation with the other trades in a good and workmanlike manner to the satisfaction and acceptance of OWNER and perform all the Work as set forth herein (hereinafter referred to as the "Work").
- (b) No claim shall be made due to minor variations in the actual conditions of the premises from what is shown on the plans. CONTRACTOR shall examine the premises, note and ascertain the existing conditions at the site and the nature and location of the Work. All Work affected or governed thereby or required for the



thorough and satisfactory execution and completion of his Work, whether indicated or specified or not, and regardless of quantity estimated, shall constitute part of this Contract and shall be performed without extra charge.

- (c) CONTRACTOR agrees to commence CONTRACTOR's Work herein described upon notification by OWNER, and to perform and complete such Work in accordance with Contract Documents and under the general direction of OWNER in accord with CONTRACTOR'S schedule. This shall include all work necessary or incidental to complete the: See Exhibit "A", Specification of Work, and Exhibit "B", Schedule of Work

### **Article 3**

#### **SCHEDULE OF WORK.**

- (a) CONTRACTOR hereby acknowledges that time is of the essence with respect to the OWNER's completing the Project and that such completion is substantially dependent upon CONTRACTOR's performance of this Contract on or before the dates set forth in the Progress Schedule. Time, therefore, is of the essence in this Contract.
- (b) CONTRACTOR shall turn the Work over to OWNER in good condition and free and clear of all claims or liens arising from the performance of the Contract, and shall, at his expense, defend all suits and pay all claims arising from his performance of this Contract.
- (c) CONTRACTOR covenants and agrees that he shall not employ any labor which will interfere with labor harmony at the job site or with the introduction and storage of materials and execution of Work by other contractors. If CONTRACTOR breaches this covenant and such breach shall cause a stoppage of Work at the job site, CONTRACTOR shall be liable for all damages suffered by OWNER caused by such delay in completing the job.
- (d) CONTRACTOR shall, prior to submission of his first requisition for payment, supply to OWNER the name, address and telephone number of every supplier or subcontractor furnishing materials and/or labor to CONTRACTOR for the Work covered herein and a cost breakdown of this Contract.
- (e) CONTRACTOR shall comply with all laws, ordinances and regulations relating to the manner of doing the work or to the supplying of the material at the job site, and shall provide safe working conditions for his employees, other employees and the public.
- (f) If any part of CONTRACTOR's work depends for proper execution or results upon the work of any other contractor, CONTRACTOR shall inspect and promptly report to OWNER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of CONTRACTOR'S work.
- (g) Time is of the essence. CONTRACTOR shall provide OWNER with any requested scheduling information of CONTRACTOR's Work. The Schedule of Work, including

that of this Contract shall be prepared by OWNER and may be revised as the Work progresses. CONTRACTOR recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. CONTRACTOR shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

#### **Article 4**

##### **CHANGES.**

- (a) OWNER may authorize changes to or deductions from the Work, said authorization to be effective and binding only when written (hereinafter referred to as "extra work").
- (b) Whenever extra work is requested by OWNER and the scope and nature of same is reasonably susceptible to lump sum quotation, CONTRACTOR shall provide such quotation within five (5) days of a request for same.
- (c) Any claim for compensation for extra work, whether lump sum or otherwise, must be presented to OWNER within five (5) days of authorization of the extra work. Claims for extra work received thereafter will not be considered. Proper claims for extra work shall be paid in accordance with this Contract Agreement.
- (d) Duly authorized extra work is hereinafter deemed included in the "Work". No dispute as to adjustments in the Contract Amount for extra work shall excuse CONTRACTOR from proceeding with the Work.
- (e) OWNER, without nullifying the Agreement, may direct CONTRACTOR to make changes to CONTRACTOR'S Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a CONTRACTOR'S Change Order pursuant to the Contract Documents.

#### **Article 5**

##### **FAILURE OF PERFORMANCE.**

- (a) Should CONTRACTOR at any time fail to prosecute and complete the Work in accordance with the Progress Schedule or as herein provided or fail to diligently and continuously perform his Work, or if in the opinion of OWNER the Work of CONTRACTOR cannot be completed in the time period set forth, or if OWNER is notified of CONTRACTOR'S failure to pay for any material or labor used on the Project, or in the event of a strike or stoppage or Work resulting from a dispute involving or affecting the labor employed by CONTRACTOR, or if CONTRACTOR fails to perform any of the requirements herein, then such event shall be deemed a default and OWNER shall notify CONTRACTOR to correct such default and shall specify in such notice the action to be taken and a reasonable date by which the default shall be corrected.



(b) If a default occurs and is not corrected on or before the date specified in the notice to CONTRACTOR, OWNER shall be entitled to exercise either or both of the following remedies as well as any other remedies available, including but not limited to binding and consolidated arbitration and litigation in a court of law.

(1) OWNER may immediately take any action necessary to correct such default, including specifically the right to provide labor, overtime labor and materials and may deduct the cost of correcting such default from payment due, or that may become due to CONTRACTOR.

(2) OWNER may terminate this Contract and the employment of CONTRACTOR, take possession of CONTRACTOR'S materials, tools and equipment used in performing such Work, and employ another contractor or use the employees of OWNER to finish the remaining Work to be performed hereunder. OWNER may deduct the costs of completing the remaining work from the unpaid contract price, and if the cost of completing the remaining Work exceeds the unpaid Contract amount, CONTRACTOR shall pay to OWNER such excess costs, including but not limited to overhead and attorney's fees.

OWNER, in any such event may also refrain from making any further payments under this Contract to CONTRACTOR until the entire project shall be fully finished and accepted by OWNER, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by OWNER to CONTRACTOR, but if such expenses and damages shall exceed such unpaid balance, CONTRACTOR shall promptly pay the difference to OWNER. If OWNER does not terminate the right of CONTRACTOR to proceed, CONTRACTOR shall continue with the balance of the Work. If OWNER is damaged by reason of any breach by CONTRACTOR of this Contract, the CONTRACTOR shall, subject to any defenses and offsets to which CONTRACTOR may be entitled under this Contract, pay OWNER such damages.

#### Article 6

**INSURANCE.** CONTRACTOR SHALL FURNISH INSURANCE CERTIFICATES LISTING CITY OF PAHOKEE AS CERTIFICATE HOLDER AND ADDITIONAL INSURED.

Prior to commencing work, CONTRACTOR shall procure and maintain in force at CONTRACTORS expense until the completion and final acceptance of the Work, the following insurance from companies satisfactory to OWNER in the indicated amounts. Workers' Compensation Insurance and Employees Liability Insurance, Comprehensive General Liability Insurance (\$1,000,000.00 combined single limit) including premises-operation, independent contractors, products completed, operations hazard with contractual coverage and Comprehensive Automobile Liability Insurance (\$1,000,000.00 combined single limit and \$1,000,000.00 umbrella policy) and shall furnish to OWNER duplicate of original copies of insurance certificates evidencing compliance with the foregoing insurance requirements, naming OWNER as additional insured. All policies shall provide for ten (10) day cancellation or change notice to OWNER in the event of any change in or cancellation of said policies. The indemnification obligations under

Section 5a shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under Workers' Compensation Acts, Disability Benefit Acts or Other Employee Benefits Acts.

#### Article 7

##### **INDEMNIFICATION.**

In consideration of the sum of One Dollar (\$1.00) paid by OWNER to CONTRACTOR, receipt of which is acknowledged for the Indemnification herein, CONTRACTOR shall indemnify and hold harmless OWNER from all damages, losses, or expenses, including attorney(s) fees, whether at trial or on appeal, and all litigation costs, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damages to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of this Contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of CONTRACTOR or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by the party to be indemnified. CONTRACTOR agrees to hold CITY OF PAHOKEE harmless in the event of damages or injuries due to any negligence of their part, and that they will pay all legal and defense costs associated with any damage or injury claims.

#### Article 8

##### **WARRANTY.**

CONTRACTOR warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to OWNER for a period of one (1) year from the date of Substantial Completion of the Project.

#### Article 9

##### **GRANT COMPLIANCE.**

CONTRACTOR agrees to comply with all requirements imposed on CONTRACTOR pursuant to the State of Florida DEO Grant to CITY OF PAHOKEE, dated July 1, 2017, Agreement #HL081, a copy of which has been provided to CONTRACTOR, and affirms that CONTRACTOR is fully qualified and meets all of the requirements of the grant agreement to perform the Work thereunder.



**Article 10**

**SPECIAL PROVISIONS.**

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In witness whereof, the parties have executed this Agreement under Seal, the day and year first written above.

A. Genesis Construction LLC  
CONTRACTOR -  
A. Genesis Construction, LLC

X [Signature]  
BY:  
CONTRACTORS  
Federal Tax ID Number: 81-3733486

CITY OF PAHOKEE  
"OWNER"

By: [Signature]  
Keith W. Babb, Jr., Mayor

ATTESTED:  
By: \_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

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



EXHIBIT "A"

Specification of Work

JOB AS OUTLINED BELOW:

THE SCOPE OF WORK INCLUDES ALL LABOR, MATERIALS AND EQUIPMENT

- I. GENERAL CONDITIONS
  - A. MOBILIZATION
  - B. Survey/Asbuilts/Staking
  - C. Profit and Overhead
  - D. Insurance GI and Builders Risk
  - E. Supervision
  - F. MOT
  
- II. PAVEMENT WORK
  - A. Clean Existing Asphalt Areas
  - B. Sawcut 5 Patches
  - C. Gravel (2 Areas)
  - D. 1" Asphalt Lift
  - E. Tack (Areas with just rock will be primed)
  - F. Pavement Markings/Car Stops/Paint Existing
  
- III. CONCRETE WORK
  - A. "D" Curb

NOTES: \*\*\*Permits not included

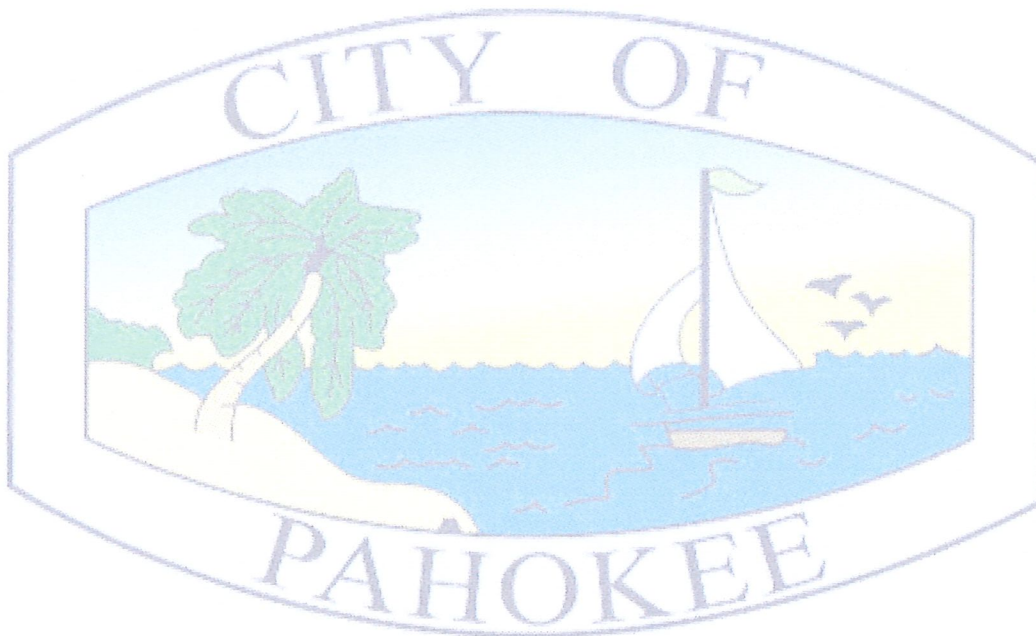
**\*\* The attached "Map included with Exhibit "A" shows the areas of City of Pahokee Campground & Marina Renovations Project – Paving & Parking Lot Map.**

EXHIBIT "B"

Schedule of Work

Work shall commence within seven (7) days of the Notice to Proceed and be substantially completed within the eighteen (18) days of execution of this contract by the City of Pahokee.

Provide a Construction & Project Closeout schedule as it relates to the eighteen (18) days of project completion.



As requested, please see the following outline for work to be completed by Genesis Construction LLC

- Place 1" Asphalt with Tack on north end of Marina (2893 SY)
- Install new "type D" concrete curb on public side of Marina from North Parking (1215 LF).
- Reconstruction of damaged asphalt roadway which includes saw cutting of existing asphalt, install 6" of lime rock and 1" Asphalt (TLC 12.5/S-1) between north parking lot and the north bathroom.
- Placed gravel at top road of Marina (2 Areas) on the north end of roadway.
- Install New Pavement markings for all parking areas.
- Paint existing car stop for all parking areas including parking area at the top road of Marina
- Clean all existing asphalt areas from south of restaurant to ground north parking lot.



Pahokee Marina  
Paving / Striping / Curbing Plan

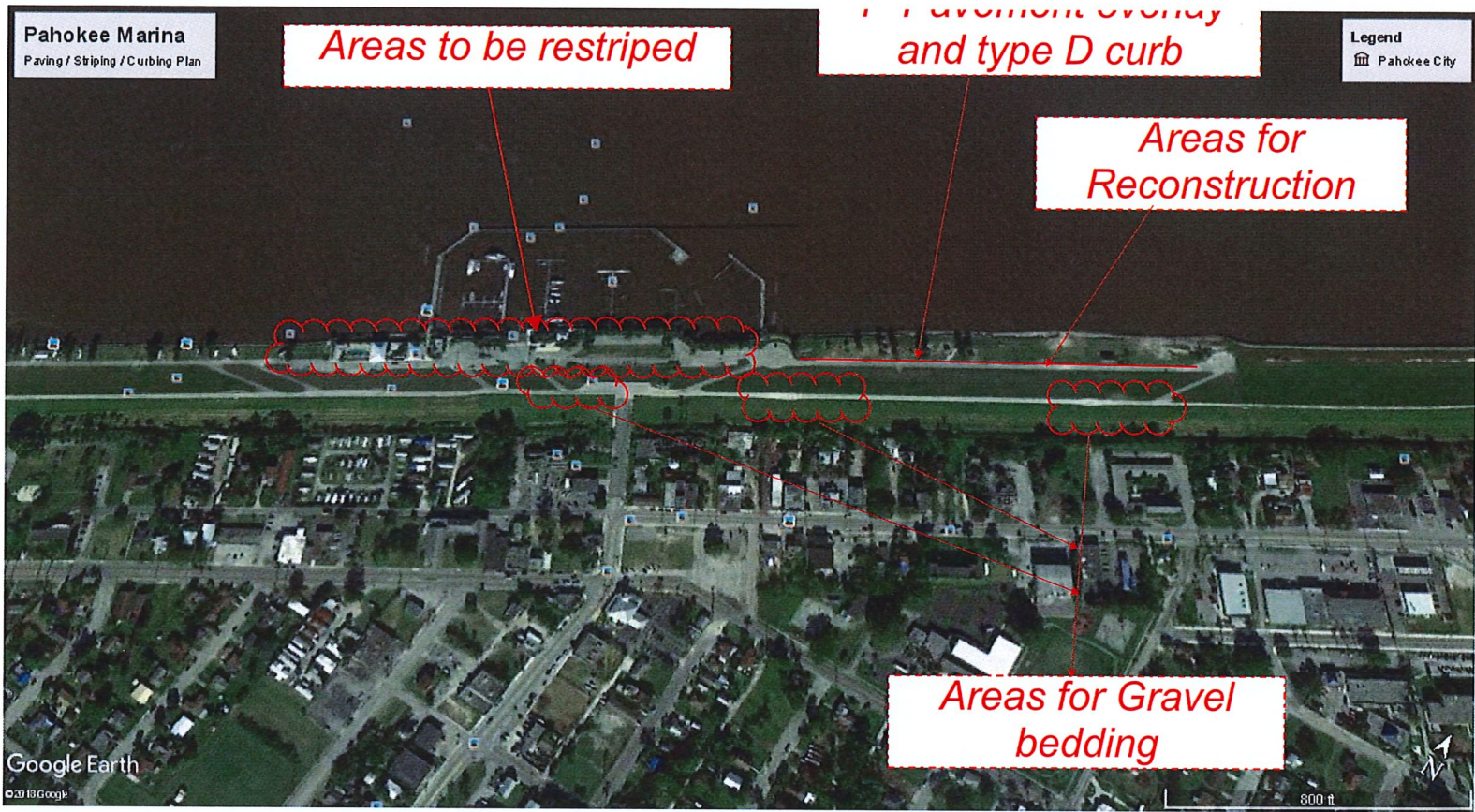
Areas to be restriped

Pavement Overlay  
and type D curb

Legend  
Pahokee City

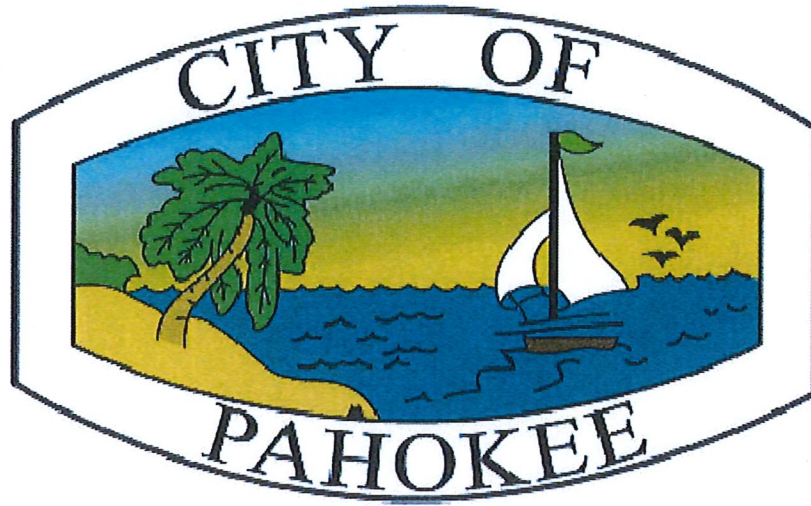
Areas for  
Reconstruction

Areas for Gravel  
bedding

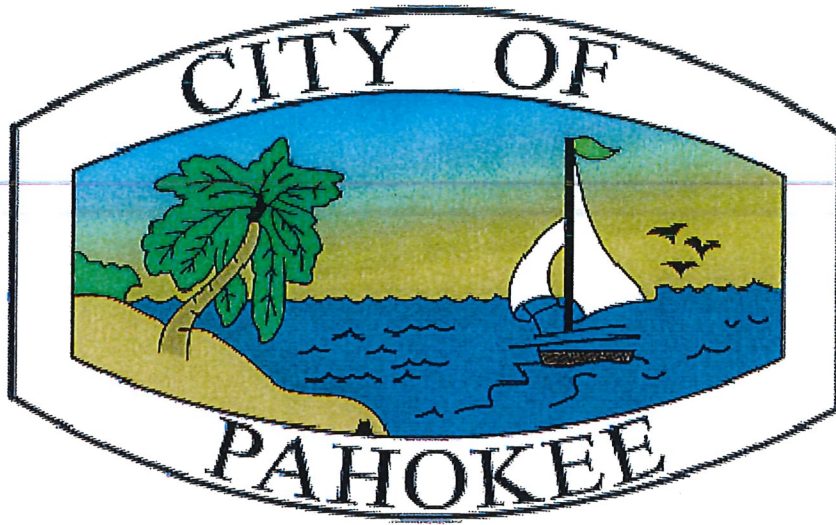


Google Earth  
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# PRESENTATIONS



# NEW BUSINESS