

# CITY OF PAHOKEE



## AGENDA

### **City Commission Regular Meeting**

Tuesday, June 14, 2022, 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 Lucas, Interim City Manager  
Jongelene Adams, Deputy City Manager  
Tijauna Warner, City Clerk  
Burnadette Norris-Weeks, Esq., City Attorney  
Lynne Ladner, Interim Finance/Human Resource Director

[TENTATIVE: SUBJECT TO REVISION]

## AGENDA

Keith W. Babb, Jr. **Mayor** | Clara "Tasha" Murvin **Vice-Mayor**  
Rodney Lucas **Interim City Manager** | Tijauna Warner **City Clerk** | Burnadette Norris-  
Weeks **City Attorney**

**Commissioners:** Derrick Boldin | Juan Gonzalez | Sara Perez

**A. INVOCATION AND PLEDGE OF ALLEGIANCE**

**B. ROLL CALL**

**C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:**

**D. CITIZEN COMMENTS/PUBLIC SERVICE ANNOUNCEMENTS** – All Items on Agenda (3 Minutes)

**E. APPROVAL OF MINUTES**

**F. CONSENT AGENDA**

1. RESOLUTION 2022 - 19 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY CLERK TO EXECUTE THE POLLING LOCATION AGREEMENT FORM BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF PAHOKEE.

2. April 26, 2022 City Commission Meeting Minutes

**G. REGULAR AGENDA**

1. ORDINANCE(S) & PUBLIC HEARING:

A. ORDINANCE 2022 - 02 (second reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, REPEALING AND REPLACING ARTICLE II, SECTION 2-26 ENTITLED "CITY COMMISSION MEETINGS GENERALLY" AND 2-29 ENTITLED "ORDER OF BUSINESS"; RENUMBERING AND REORDERING AS NECESSARY; PROVIDING FOR AN EFFECTIVE DATE.

2. RESOLUTION(S):

A. RESOLUTION 2022 - 20 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING CHANGE ORDER NO. 2 ON THE ATTACHED EXHIBIT "A".

B. RESOLUTION 2022 - 21 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RETIFYING APPROVAL FOR CHANGE ORDER NO. 3 TO RESOLUTION #2021-02 PERTAINING TO THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

C. RESOLUTION 2022 - 22 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RETIFYING APPROVAL FOR CHANGE ORDER NO. 4 TO RESOLUTION #2021-02 PERTAINING TO THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

D. RESOLUTION 2022 - 23 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER

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TO EXECUTE AMENDMENT NO. 5 TO THE STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT (G-1605) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

- E. RESOLUTION 2022 - 24 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AMENDMENTS TO THE CITY OF PAHOKEE'S PERSONNEL RULES AND REGULATIONS AS SET FORTH IN EXHIBIT "A" HERETO; PROVIDING AN EFFECTIVE DATE.

3. OTHER AGENDA ITEMS PRESENTATION:

**H. REPORT OF THE MAYOR**

**I. REPORT OF THE CITY MANAGER**

**J. REPORT OF THE CITY ATTORNEY**

**K. OLD BUSINESS:**

**L. NEW BUSINESS:**

1. Florida League of Cities 96th Annual Conference Voting Delegate Information

**M. COMMISSIONER COMMENTS**

**N. ADJOURN (BY MOTION AND APPROVAL OF MAJORITY PRESENT)**

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

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

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting 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).



## AGENDA

### MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, INTERIM CITY MANAGER

FROM: Tijauna Warner, City Clerk

SUBJECT: Resolution 2022 - 19

DATE: 06/03/2022

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**GENERAL SUMMARY/BACKGROUND:** Resolution 2022 – 19 is an annual agreement by and between Palm Beach County Supervisor of Elections and the City of Pahokee to provide Election Day polling location services for the Primary and General Elections Days scheduled for the countywide 2022 Election Cycle. As well as, make a good faith effort to accommodate any additional Special Election Days that may be required due to unforeseen circumstances.

**BUDGET IMPACT:** N/A

**LEGAL NOTE:** N/A

**STAFF RECOMMENDATION:** Approval of Resolution 2022 -19.

**ATTACHMENTS:** Resolution 2022 – 19 & Contract For Election Day Polling Location.



**RESOLUTION 2022- 19****A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING TO MAYOR TO EXECUTE AN ELECTION DAY POLLING LOCATION AGREEMENT BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND CITY OF PAHOKEE; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Palm Beach County Supervisor of Elections is planning to conduct an election on August 23, 2022 and on November 8, 2022 and is in need of a facility for the election; and

**WHEREAS**, the parties desire to contract for use of the Pahokee Recreation Center located at 360 E. Main Street, Pahokee, FL 33476; and

**WHEREAS**, responsibilities under the Agreement include the provision of Election Day polling location services for the Primary and General Election Days scheduled for the countywide 2022 Election Cycle, as well as make a good faith effort to accommodate any additional Special Election Days that may be required due to unforeseen circumstances.; and

**WHEREAS**, the City of Pahokee will provide access to the Polling Location no later than 5:30a.m. on Election Day.

**WHEREAS**, entering into an Agreement with the Palm Beach County Supervisor of Elections is in the best interest of the City of Pahokee.

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

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

**Section 2.**    **Authorization of City Administrator.** The City Commission of the City of Pahokee, Florida hereby authorizes the Mayor to enter into an Election Day Polling Location Agreement between the City of Pahokee and Palm Beach County Supervisor of Elections, attached hereto as Exhibit “A.” The City Clerk is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

**PASSED** and **ADOPTED** this 14<sup>th</sup> day of June, 2022.

**ATTEST:**

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

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

\_\_\_\_\_  
Rodney Lucas, Interim City Manager

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

\_\_\_\_\_  
Burnadette Norris-Weeks  
City Attorney

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

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

**VOTE:**

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

**Exhibit "A"**

**ELECTION DAY POLLING LOCATION AGREEMENT**

(ATTACHED)



## CONTRACT FOR ELECTION DAY POLLING LOCATION

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County Supervisor of Elections, a Political Subdivision of the State of Florida, by and through the Palm Beach County Board of Commissioners, hereinafter referred to as SUPERVISOR, and **(NAME) PAHOKEE RECREATION CENTER (ADDRESS) 360 E MAIN ST PAHOKEE FL, 33476** authorized to do business in the State of Florida, hereinafter referred to as FACILITY.

**PRECINCT NUMBER(S) TBD AFTER REDISTRICTING\*:** \_\_\_\_\_

\*Redistricting happens every 10 years following the Census. There is a possibility that the precinct boundaries in your area could change prior to the scheduled elections in 2022.

**PRECINCT NUMBER(S) PRIOR TO REDISTRICTING: 6004 , 6006**

In consideration of the mutual promises contained herein, SUPERVISOR and FACILITY agree as follows:

### ARTICLE 1 - SERVICES

FACILITY'S responsibility under this Contract is to provide Election Day polling location services for the following Primary and General Election Days scheduled for the countywide 2022 Election Cycle, as well as make a good faith effort to accommodate any additional Special Election Days that may be required due to unforeseen circumstances.

#### **A. Primary Election Day - Tuesday, August 23, 2022**

#### **B. General Election Day - Tuesday, November 8, 2022**

SUPERVISOR'S representatives/liaisons during the performance of this Contract shall be Ghitza Serrano-Velez, (561)656-6211, [ghitza@votepalmbeach.gov](mailto:ghitza@votepalmbeach.gov) and Erica Aquino (561)656-6219 or [erica@votepalmbeach.gov](mailto:erica@votepalmbeach.gov).

FACILITY'S representative/liaison during the performance of this Contract shall be (Name, Title)

\_\_\_\_\_, telephone no. \_\_\_\_\_,

mailing address (if different) \_\_\_\_\_.

Name and telephone number of emergency contact person before and after regular business hours, **MUST be available to answer in the event of any emergency:**

Name

Work Telephone

Home/Cellphone

Email



# Wendy Sartory Link

Palm Beach County Supervisor of Elections

Section F, Item 1.

[f](#) [t](#) [i](#) [in](#) [v](#) @VotePalmBeach

[VotePalmBeach.gov](http://VotePalmBeach.gov)

240 South Military Trail, West Palm Beach, FL 33415 561.656.6200 561.656.6287

Name and telephone number of contact person at Polling Place on Election Day:

Name	Work Telephone	Home/Cellphone	Email
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Two alternate contacts:

Name	Work Telephone	Home/Cellphone	Email
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Name	Work Telephone	Home/Cellphone	Email
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## ARTICLE 2 - SCHEDULE

FACILITY shall agree to allow voters, poll workers, poll watchers, other designated campaign representatives, and representatives of the SUPERVISOR to enter and exit premises **without delay or screening of any kind** on Election Day, until completion of voting. This shall include but is not limited to:

- A. None of the above shall be required to present identification upon entry, including at any gate.
- B. None of the above shall be required to undergo health screening upon entry.

FACILITY shall agree to accept delivery of equipment and supplies at a time and date to be determined by FACILITY and SUPERVISOR prior to Election Day. FACILITY and SUPERVISOR will also determine a date and time for SUPERVISOR to remove equipment and supplies.

Please provide the days and **hours of operation** at the location when access to the premises will be available for delivery and pickup of voting equipment. An election official will contact you to make arrangements:

FACILITY shall agree to provide a secure location to store Elections Equipment upon delivery to Polling Location and until removal.

Please indicate where election equipment will be stored and how it will be secured:



# Wendy Sartory Link

Palm Beach County Supervisor of Elections

Section F, Item 1.

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[VotePalmBeach.gov](http://VotePalmBeach.gov)

240 South Military Trail, West Palm Beach, FL 33415 561.656.6200 561.656.6287

FACILITY shall agree to allow SUPERVISOR or SUPERVISOR's designee(s) to inspect and set up the designated Polling Room **on the Monday prior to Election Day** (Monday, August 22, 2022 for the Primary Election and Monday, November 7, 2022 for the General Election).

FACILITY shall agree (initial one):

- To open the Polling Location and Polling Room no later than **5:30 A.M.** on Election Day, OR;
- To provide SUPERVISOR or its assignee (Clerk) with a key to the Polling Place.

Please indicate contact information and instructions for delivery of key, if applicable:

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FACILITY shall agree to provide from **5:30 A.M.** until completion of voting and clean-up on Election Day (initial all applicable):

- Chairs for election workers (number of chairs provided \_\_\_\_\_).
- Tables for election workers (number of tables provided \_\_\_\_\_).
- Access to power outlets (number of power outlets available\_\_\_\_\_).
- Use of restroom facilities.
- Air conditioning.

## **ARTICLE 4 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.



## **ARTICLE 5 - EXCUSABLE DELAYS**

FACILITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of FACILITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies which have been classified by the Governor of Florida or the President of the United States as a State of Emergency and subsequently issue in an Emergency Order allowing for the specific breach of this contract (i.e. an order specifically disallowing use of this or this kind of facility by the public), and abnormally severe and unusual weather conditions which render the Early Voting/Election Day site unusable.

Upon FACILITY'S request, SUPERVISOR shall consider the facts and extent of any failure to perform the work and, if FACILITY'S failure to perform was without its fault or negligence, the Contract Schedule or any other affected provision of this Contract shall be revised accordingly, subject to SUPERVISOR'S rights to change or terminate this Contract at any time.

## **ARTICLE 6 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

## **ARTICLE 7 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the FACILITY: (i) provides a service; and (ii) acts on behalf of the SUPERVISOR as provided under Section 119.011(2) F.S., the FACILITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. All agreements between FACILITY and SUPERVISOR are subject to the requirements provided under Section 119.0701, F.S.

## **ARTICLE 8 - STATEMENT OF INDEMNITY**

SUPERVISOR shall be responsible for damages, as found legally liable for and to the extent permitted by law, arising out of injury or damage to persons or property caused by or resulting from the negligence of the SUPERVISOR or any of its officers or employees. Nothing in this provision shall constitute as a waiver of sovereign immunity.

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

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Wendy Sartory Link, Palm Beach County Supervisor of Elections (Signature)

Date

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FACILITY Representative (Signature)

Date

# CITY OF PAHOKEE



## MINUTES

### **City Commission Regular Meeting**

Tuesday, April 26, 2022, 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 Lucas, Interim City Manager  
Jongelene Adams, Deputy City Manager  
Tijauna Warner, City Clerk  
Burnadette Norris-Weeks, Esq., City Attorney  
Lynne Ladner, Interim Finance/Human Resource Director

[TENTATIVE: SUBJECT TO REVISION]



## MINUTES

### A. INVOCATION AND PLEDGE OF ALLEGIANCE

### B. ROLL CALL

#### PRESENT

Commissioner Derrick Boldin  
Commissioner Juan Gonzalez  
Vice Mayor Clara Murvin  
Commissioner Sara Perez  
Mayor Keith Babb

Interim City Manager Rodney Lucas

City Attorney Burnadette Norris-Weeks

City Clerk Tijauna Warner via phone

1. **Palm Beach County Commission on Ethics** - Christie Kelley (Executive Director) & Gina Levesque (Intake and Compliance Manager)
2. **Recognition of the City of Pahokee's 100th Anniversary** - Shwanda Barnette, Ambassador, Florida League of Cities

### C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:

Mr. Lucas requested adding a Supplemental Grant Agreement from FDOT regarding Barfield Highway extending the construction schedule from June 30, 2022 to June 30, 2023 with the City Attorney completing a resolution after the vote. Mayor Babb suggested placing this item under 3(e).

Motion made by Vice Mayor Murvin to add Supplemental Grant Agreement to item 3(e), Seconded by Commissioner Boldin. Motion Passed unanimously.

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

Mayor Babb requested amending the agenda to add Mr. J. Mann (JPDT) to give an update on the Marina Restaurant's status.

Motion made by Vice Mayor Murvin to amend the agenda to add Mr. J. Mann to give an update on the Marina Restaurant, Seconded by Commissioner Boldin. Motion passed unanimously.

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

Mr. J. Mann gave a brief update on the Marina Restaurant. He advised just at the end of last month, he went to Tallahassee and the agreement was approved by the State. Mr. Mann advised they're now in the process of hopefully bringing Muck Tavern to the City of Pahokee this summer and doing everything in their power to get vendors out here to bring the Tavern to the top. He invited everyone to their grand opening which will be coming next month or around the 4th of July. Mr. Mann thanked everyone for their support.

#### 1. **FY 2019-2020 Annual Audit Report**

Mr. Roderick Harvey (HTC) presented the FY 2019 - 2020 Annual Audit Report through PowerPoint and a discussion ensued in reference to the City's financial status and upcoming audits.

**D. CITIZEN COMMENTS/PUBLIC SERVICE ANNOUNCEMENTS** – All Items on Agenda (3 Minutes)

Mr. Carl Morrison (resident) thanked Commissioner Murvin for being on the right track in reference to city employees' salaries and advised that everyone who works for the City of Pahokee will make at least \$15 per hour. He advised it should be a priority to find coverings for all the lawnmowers to help protect the employees. Mr. Morrison requested the Commission to set up quarterly Town Hall Meetings. He suggested a city ordinance stating no chicken or pig farms in this community.

**E. APPROVAL OF MINUTES**

None.

**F. CONSENT AGENDA**

None.

**G. REGULAR AGENDA**

None.

**1. ORDINANCE(S) & PUBLIC HEARING:**

None.

**2. RESOLUTION(S):**

*Resolution 2022 - 12 Table.*

**A. RESOLUTION 2022 - 13 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT WITH IMAGINE THAT PERFORMANCE, LLC EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.**

Ms. Norris-Weeks read Resolution 2022 - 13 into the record.

Mr. Lucas gave a brief explanation of Resolution 2022 - 13 and a discussion ensued regarding the Imagine That Performance, LLC Agreement, staff, and the City's Organization Chart.

Motion made by Vice Mayor Murvin to approve Resolution 2022 - 13, Seconded by Commissioner Boldin. Motion passed 4-1.

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

Voting Nay: Commissioner Gonzalez

**B. RESOLUTION 2022 - 12 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT WITH COASTAL NETWORK SOLUTIONS, LLC EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.**

*Ms. Norris-Weeks read Resolution 2022 - 12 into the record.*

Mr. Lucas explained the reasoning for Resolution 2022 - 12 and a discussion ensued regarding the Coastal Network Solution, LLC Agreement.

Motion made by Vice Mayor Murvin to approve Resolution 2022 - 12, Seconded by Commissioner Boldin. Motion passed unanimously. Voting Yea: Commissioner Boldin, Commissioner Gonzalez, Vice Mayor Murvin, Commissioner Perez, Mayor Babb

**C. RESOLUTION 2022 - 14 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING BUDGET AMENDMENT NO. 1 IN THE AMOUNT OF \$1,884,832.00 FOR FISCAL YEAR 2021–2022, SET FORTH IN COMPOSITE EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

*Ms. Norris-Weeks read Resolution 2022 - 14 into the record.*

Mr. Lucas explained the reasoning for Resolution 2022 - 14 and a discussion ensued regarding funding allocations.

Motion made by Commissioner Boldin to approve the City's Re-organization Chart, Seconded by Vice Mayor Murvin. Motion passed unanimously.

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

Motion made by Vice Mayor Murvin, Seconded by Commissioner Gonzalez. Motion passed unanimously.

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

**3. OTHER AGENDA ITEMS PRESENTATION:**

**A. Inframark Infrastructure Management Services (Public-Private Partnership) - Robert Koncar**

Mr. Robert Koncar provided information to the City Commission in reference to Inframark with a PowerPoint. Mr. Koncar explained Inframark has specialized in providing services to municipal governments and special districts in the State of Florida for over thirty-five years. He advised the Public Private Partnership model is a proven method for providing high quality municipal services. This approach allows a municipal government to contract for a specific Scope of Services provided by a private contractor, utilizing the contractor's own personnel.

**B. Financial Literacy Month Proclamation**

*Mrs. Norris-Weeks read Financial Literacy Month Proclamation into the record.*

Motion made by Vice Mayor Murvin to approve the Financial Literacy Month Proclamation, Seconded by Commissioner Gonzalez. Motion passed unanimously. Voting Yea: Commissioner Boldin, Commissioner Gonzalez, Vice Mayor Murvin, Commissioner Perez, Mayor Babb

**C. May 2022 Mental Health Awareness and Trauma-Informed Care Month Proclamation**

*Mrs. Norris-Weeks read May 2022 Mental Health Awareness and Trauma-Informed Care Month Proclamation into the read.*

Motion made by Vice Mayor Murvin to approve the May 2022 Mental Health Awareness and Trauma-Informed Care Month Proclamation, Seconded by Commissioner Gonzalez. Motion passed unanimously.

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

Mayor Babb presented the May 2022 Mental Health Awareness and Trauma-Informed Care Month Proclamation to Ms. Annie Ifill (Healthy Glades).

Ms. Adams explained the Supplemental Grant Agreement from FDOT regarding Barfield Highway extending the construction schedule from June 30, 2022 to June 30, 2023 and a discussion ensued regarding the project.

Motion made by Commissioner Perez to approve the Supplemental Grant Agreement from FDOT regarding Barfield Highway extending the construction schedule from June 30, 2022 to June 30, 2023, Seconded by Commissioner Boldin. Motion passed unanimously.

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

## **H. REPORT OF THE MAYOR**

Mayor Babb announced that we are accepting applications for the American Rescue Plan Act Advisory Committee and informed staff to go ahead and submit a plan to the State. He informed everyone that the City of Pahokee didn't receive any funding from legislation this year. Mayor Babb suggested allocating some of the ARPA funds to general funds to pay PBSO, so that can free up funding for housing repair and other services for the residents similar to how Belle Glade allocated their funds.

Commissioner Perez questioned funding for painting and a discussion ensued regarding different funding projects.

Mayor Babb announced several commissioners attended a celebration for Marsha Andrews in Belle Glade honoring her dedication to the Glades, that we are two weeks away from Cinco De Mayo, and we are having a Muck City Hall of Fame at the Dollyhand Cultural Arts Center on the 5th of June at 7 pm. He thanked staff and residents for coming out to participate in the Great American Cleanup. The City of Pahokee will be hosting a Job Fair on the 12th of May at the Eddie Rhode Gymnasium. Mayor Babb informed everyone that there have been at least two (2) developers looking into building a hotel where the Old City Hall Site. He advised the city is looking into a public-private partnership to renovate the Old High School as the New City Hall. Mayor Babb requested using some of the surtax funding to get a digital marquee for City Hall and get the second entryway sign. He reminded staff to continue looking into exploring annexation and if it's feasible.

## **I. REPORT OF THE CITY MANAGER**

Mr. Lucas announced the Strategic Planning Retreat on May 13th at the marina and inquired if the Mayor and Commissioners were available. Also, their availability for May 31st for Board Development with Major General Nixon to come back down and a discussion ensued regarding the events.

Mr. Lucas announced he looking into a summer internship program partnering with CareerSource.

Ms. Adams announced a Financial Literacy Workshop on the 29th from 6 pm to 7 pm in the Senior Room at Parks & Recreation. The Western Cities Athletic League is having their banquet on April 30th from 12 pm to 2 pm in Everglades Prep Cafeteria.

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**J. REPORT OF THE CITY ATTORNEY**

Mrs. Norris-Weeks gave a brief overview of the draft ordinance provided to the Commission about the rules and procedures at the commission meeting. Discussion ensued regarding the changes/amendments to the rules and procedures.

**K. NEW BUSINESS:**

None.

**L. OLD BUSINESS:**

None.

**M. COMMISSIONER COMMENTS**

None.

**N. ADJOURN (BY MOTION AND APPROVAL OF MAJORITY PRESENT)**

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

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

There being no further business to discuss, the meeting was adjourned at approximately 10:28 p.m.

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Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk

**ORDINANCE NO. 2022-02**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, REPEALING AND REPLACING ARTICLE II, SECTION 2-26 ENTITLED “CITY COMMISSION MEETINGS GENERALLY” AND 2-29 ENTITLED “ORDER OF BUSINESS”; 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 revising Article II, Section 2-26, of the City of Pahokee’s Code of Ordinances.

**WHEREAS**, the City Commission desires to revise its Rules of Procedure by revising Article II, Section 2-29, of the City of Pahokee’s Code of Ordinances.

**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 of the City of Pahokee Code of Ordinances entitled “City Commission Meetings Generally”, which shall be replaced and shall read as follows

City commission meetings generally.

(a) *Ground rules for decorum regarding members of the city commission.* The following shall constitute the guidelines for decorum to be adhered to by members of the city commission in their respective roles as elected public officers of the city:

- (1) Members of the city commission shall:
  - A. Each conducts themselves with dignity;
  - B. Agree to disagree with each other; and

C. Show respect for the points of view of other members of the city commission.

(2) Members of the city commission shall not:

- A. Falsely accuse another member of the city commission of wrongdoing;
- B. Criticize each other in a rancorous or unprofessional manner;
- C. Make personal attacks on another member of the city commission; or
- D. Individually act without the support of the city commission.

(b) *Procedures and Scope.*

(1) The City of Pahokee city commission is permitted by Florida law to determine its own rules of procedure. Unless otherwise set forth herein, all municipal meetings shall be conducted in accordance with the procedural requirements as established by Robert's Rules of Order, said rules of order being incorporated into this section by reference.

(2) The City Commission, the City Manager, the City Clerk, and the public shall be governed by the terms, conditions, and provisions of this section as the basis and framework for procedures of the City Commission.

(3) Members of the city commission and other public officers attending or participating in any regular or special meeting of the city commission shall abide by the standards of conduct and values set forth by to Code of Ethics for Public Officers to be established by the Commission.

(c) *Agenda.* Unless otherwise set forth herein, City Commissioners shall agree by majority vote on items to be placed on a Commission agenda. Decisions regarding the placement of an agenda item shall be made by the Commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items.

The City Manager and the City Attorney may agenda an item for discussion and vote, without Commission consideration, if the item involves the regular business and administration for smooth operations of the City.

(d) *Duties and responsibilities of mayor.*

(1) The mayor or presiding officer at any regular or special meeting of the city commission shall only introduce agenda items by the agenda item number and the brief title as listed on the agenda with no further explanation or comment. Thereafter, the mayor or presiding officer may call on the City Manager, and the City Manager or his or her designee shall furnish a brief explanation of the item under consideration. The item shall then be opened for public hearing, if applicable,

or discussion by the city commission as required for the particular item under the time limits imposed by this section.

(2) Any comments or questions by the attending public shall be directed to the mayor or presiding officer. Members of the city commission shall direct all comments and questions on the subject matter being discussed to the mayor or presiding officer only and shall not engage in cross conversations with other members of the public or direct any questions to other members of the city commission or to the public. The mayor or presiding officer shall not unreasonably withhold or delay recognition of any member of the city commission desiring to speak. The mayor or presiding officer shall recognize other members of the city commission in rotation and not call on any member a second and subsequent time until such time as all members of the city commission shall have had the opportunity to speak.

(3) If the mayor or presiding officer desires to participate in a discussion, he or she shall do so only when the speaking member of the city commission has relinquished the floor. The mayor or presiding officer shall not interrupt a speaking member of the city commission for the purpose of comment other than to move the discussion forward.

(4) The mayor or presiding officer shall not use his or her power as chair to dominate debate or discussion, nor shall the mayor or presiding officer unreasonably cut short or prolong any debate, discussion, or taking of a vote.

(5) Motions to change the order of business shall require a majority vote of the city commission.

(7) The mayor or presiding officer, in consultation with the city attorney, shall make rulings on parliamentary procedure. At least three (3) votes of members of the city commission is required to overrule the mayor or presiding officer on rulings of parliamentary procedure.

(8) The mayor or presiding officer may, during city commission proceedings, request that the city commission move on to the next item on the meeting agenda by voting or otherwise.

(e) *Time of meetings.* All regularly scheduled meetings of the city commission shall begin not later than 6:00 p.m., and shall end no later than 9:00 p.m. Any items remaining on the agenda shall be placed under Old Business for the next commission agenda. In setting matters over to the next meeting or a special meeting, the city clerk is directed to take into consideration all notice provisions relative to municipal ordinances and, specifically, Florida Statutes, Section 166.041.

(f) *City commission discussion.*



(1) Discussion by a member of the city commission shall not be limited, unless a motion to limit debate is made and adopted. Each member of the city commission shall be afforded the opportunity to offer rebuttal to each item discussed. 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.

(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. This right does 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.

(h) Manner of Addressing the Commission - Time Limit: Each person addressing the Commission shall sign in with the City Clerk no later than 6:05 PM. Persons shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Commission, shall limit his/her address to three (3) minutes. All remarks shall be addressed to the Commission as a body, and not to

any member thereof. No person, other than members of the Commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Commission. When requested by any member of the Commission the City Manager, City Attorney, as well as staff members, may enter into any discussion. No questions shall be asked the Commissioners, except through the presiding officer. The City Manger and the City Attorney may ask the Chair for permission to speak at any time. Questions regarding day-to-day operations should be directed to the City Manager for an answer at a later time.

i) *Personal and Slandorous Remarks:* Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, while addressing the Commission may be requested to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before the Commission at the meeting from which ejected.

(j) *Freedom of Expression.* Nothing herein shall be construed to limit any member of the public from expressing their opinions outside of a public meeting.

(k) *Application to city boards.* All references in this section to "city commission" shall also mean the various city boards provided for in this code or created by the city commission.

(l) *Special meetings.* Special meetings of the governing body shall be called solely for specific and stated purposes only. It is the intention of the city commission that no items shall be added to a special meeting agenda other than those items for which the meeting was called.

(m) *Quorum and dismissal from City boards/committees.* The majority of the voting members present at any Board/Committee meeting shall constitute a quorum to conduct business. Board/ Committee members shall be removed from a board/committee for missing three (3) consecutive committee meetings or four (4) total meetings during any fiscal year, unless due to illness or excused by a vote of the City Commission.

Board/Committee members shall serve at the pleasure of the commission and may be suspended and removed for other just cause. Any committee/board member who becomes a candidate for public elective office, or becomes an employee of city, shall automatically forfeit committee membership status.

**Section 2. Amending Section 2-29 of the City of Pahokee's Code of Ordinances entitled "Order of Business", shall be replaced and shall read as follows:**

Order of Business.

The following order of business shall be observed:

- a. Invocation and Pledge of Allegiance;
- b. Roll call;
- c. Additions, deletions, and approval of agenda items;

- d. Citizen Comments/Public Service Announcements – All Items On Agenda (3 Minutes);
- e. Approval of minutes;
- f. Consent agenda;
- g. Resolution(s)
- h. Ordinance(s);
- i. Public hearings;
- j. Proclamation(s);
- k. Presentation(s);
- l. Report of the mayor;
- m. Report of the city manager;
- n. Report of the city attorney;
- o. Old business (discussion of existing activities or previously held events, if any)
- p. New business (conversation about an activity or event upcoming, if any);
- q. Future Agenda Items of Commissioners, if any.
- r. For the Good Of The Order (community events, feel good announcements)
- s. Adjourn.

At all special meetings, the regular order shall be dispensed with after the roll call with the exception of public comment which shall be three (3) minutes per person.

**Section 3.** City commissioners' votes recorded on ordinances and resolutions.

Each city commissioner's vote shall be recorded on all ordinances and resolutions presented to the city commission.

**Section 4.** Votes required to pass resolutions.

A minimum of three (3) votes in favor of a resolution is required to effect passage of the resolution.

**Section 5.** Requests for readily available information; reporting citizen complaints.

When requesting readily available information or documents not requiring research or analysis, or relaying citizen complaints regarding code enforcement violations, members of the city commission may deal directly with department director under the direction and supervision of the City Manager for questions only. For all other inquiries, requests for action or assistance, or reports, including but not limited to complaints regarding, by, or about employees of the city, members of the city commission shall deal solely with the City Manager. All follow-up to inquiries by members of the city commission shall be made to the City Manager. No orders may be given by any City employee by any City Commissioner.

Nothing in this section shall be construed to permit any member of the city commission to suggest, direct, or instruct any city staff member to perform any duties or functions, not previously directed by the City Manager or to resolve citizen complaints in a specific manner.

**Section 6. Clerk designated custodian, duties.**

The City Clerk shall be the custodian of the public records of the city for all purposes consistent with Florida law. Any public record coming into the possession of any officer, official, employee, agent or servant of the city. All public records received by the city clerk shall have placed thereon an appropriate designation as to the time and date of receipt. Duplicates of any instruments or records of which the city clerk has the original, need not be filed with the city clerk.

**Section 7. Inspection by citizens.**

The public records of the city shall be open for inspection of any interested person or party during the customary business hours of the city clerk's office, subject however to the proper rules and regulations for the efficient conduct of the clerk's business and Florida law.

**Section 8. Removing or withholding from custodian.**

No person shall remove, conceal, withhold, retain or keep any public record from the lawful custody of the city clerk.

**Section 9. Public hearings.**

It is the intent of this provision to provide citizens of the City of Pahokee with the earliest opportunity to comment on proposed ordinances. Public hearings shall be held at the second reading of the ordinance, except as otherwise provided by law.

**Section 10. Indemnification of municipal offices for losses and expenses incurred in defense of litigation instituted against official for actions in discharging municipal duties.*****(a) Definitions.***

(1) "Official" shall mean the mayor, every city commissioner, officer, agent, or employee of the city, whether elected, appointed or employed, with or without compensation.

(2) "Indemnification" shall include the payment of all expenses and losses, including reasonable counsel fees, paid, incurred or imposed upon an official as a result of any litigation or proceeding.

(3) "Expense" shall include any monies paid by an official and incurred in the defense or settlement of any litigation or proceeding, including but not limited to, legal fees, costs of litigation, and the amount of any settlement, judgment or verdict.

(b) *Indemnification.*

(1) Whenever in the performance of, or in connection with the performance of, official duties in behalf of the city, an official has been involved or shall hereafter be involved in a dispute, proceeding or litigation, either in a representative or individual capacity, with or without the city as a co-party in the matter, the city shall promptly indemnify said official. The city shall promptly preserve, protect, defend, aid and assist said official, and exonerate, indemnify and hold harmless said official from and against any and all expenses, liabilities, claims, demands, proceedings, damages, losses, charges, advances, disbursements, payments, expenses, costs, including reasonable counsel fees following approval of commission, awards, settlements, judgments, decrees and mandates, paid, incurred by, or imposed upon said official in all disputes, proceedings, trials and appeals, by reason of said official being or having been a city official, even though he is no longer an official at the time the expenses are incurred or the claims are made against him. The protection herein guaranteed shall exist during and after the term of office or employment, for liabilities incurred during the term of office or employment if in the persons official capacity.

**(2) Each official protected hereby shall promptly cooperate** in his or her own defense, and shall:

- A. File a written notice with the City Manager requesting indemnification, which notice shall include all summons, writs and other documents pertaining to the claim made against said official;
- B. Attend hearings, trials, and depositions and furnish such evidence as shall be needed;
- C. Grant the city full rights of subrogation and the right to recover under any claims, offsets, or counterclaims of the protected official arising out of or in connection with the controversy involved in this section; provided, that if the protected official shall recover any sum, then the city shall deduct all disbursements, costs, and expenses of litigation including attorneys' fees, and any award against the city, and the remainder shall belong to the protected official;
- D. Execute and deliver to the city all assignments, papers, and documents needed to carry out the purposes of this section.

(3) If at any time it shall appear that the controversy has no connection with official duties, the city commission may require an investigation and report by the City Manager and/or City Attorney. The city may, for good cause, refuse to proceed with the indemnification or defense by use of the following procedure:

- A. The official shall be given a written notice, at least twenty (20) days before a hearing, and a written complaint showing that the controversy has

no connection with official duties. The notice shall state the particulars of the complaint with enough detail so that the person may prepare his defense;

B. At the hearing, which shall be before the city commission, the city and the official shall produce witnesses who shall give sworn testimony;

C. At the conclusion of the hearing, the commission shall make its findings of fact and conclusions on the evidence. If the commission shall find that the controversy has no connection with official duties, and involves only a private or personal matter, then the commission may refuse to proceed with the indemnification and defense.

(4) After final determination the city may, for good cause, refuse to pay any judgment or decree entered against any official by following this procedure after a final judgment or decree, including any appellate proceedings:

A. The official shall be given a written notice, at least twenty (20) days before a hearing, and a written complaint showing that he did not act in good faith and was guilty of a flagrant, willful, and intentional violation of a city ordinance or a law of Florida. The notice shall state the particulars of the complaint with enough detail so that the person may prepare his defense;

B. At the hearing, which shall be before the city commission, the city and the official shall produce witnesses who shall give sworn testimony;

C. At the conclusion of the hearing the commission shall make its findings of fact and conclusions on the evidence. If the commission shall conclude that the official did not act in good faith and was guilty of a flagrant, willful and intentional violation of a city ordinance or a law of Florida, then the commission may refuse to pay all or a part of said judgment or decree;

D. If the official shall willfully fail or refuse to cooperate in his defense, then the commission may, to the extent that the city was damaged thereby, reduce the protection and indemnification provided under this section.

(5) At all hearings hereunder the sole question shall be the obligation of the city to indemnify the official, and the merits of the claim made against the official shall not be an issue, so that the defense of the claim shall not be prejudiced.

**Section 11. Settlement of claims; administrative procedure for expeditious processing of claims against and in favor of City.**

(a) In those instances where municipal property has been damaged or municipal employees have been injured due to the actions of third parties, and municipal funds have been or will be expended for property repairs or medical costs, recovery shall be sought as follows:

(1) The City Manager shall evaluate all such claims and shall attempt to secure full reimbursement.

(2) To the extent that a specific fund is budgeted, whenever the municipal claim can be satisfied in full and the city completely indemnified, the City Manager shall be authorized to release the third party from liability upon payment in full. If the amount of the claim is more than five thousand dollars (\$5,000.00), the form of the release shall be reviewed and approved by the city attorney and approved by the City Commission before being executed and provided to the person/party being released.

(3) Whenever partial settlement of a municipal claim has been offered, the City Manager shall coordinate with the applicable insurance carrier and City Attorney and evaluate the settlement offer as follows:

A. If the total amount of the municipal claim involved is five thousand dollars (\$5,000.00) or less, the City Manager shall be authorized to settle the claim.

B. If the total amount of the municipal claim involved is more than five thousand dollars (\$5,000.00), the City Manager shall cause the proposed settlement to be placed upon the agenda of the next regularly scheduled meeting of the city commission. Upon recommendation by the City Manager, the city commission shall then determine whether or not to accept the proposed settlement offer.

(4) The City Attorney shall be available to advise the city commission and the City Manager at all stages of the above proceedings.

(5) In those instances where settlement of municipal claims cannot be effected within a reasonable time, the City Attorney, with an approving vote of the city commission, shall file the appropriate lawsuit to effect collection of the claim.

(6) The City Commission shall be notified by the City Manager at the next regular City Commission meeting of the amount of any claim settled by the City Manager.

## **Section 12. 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 13. Effective Date.**

This Ordinance shall take effect immediately upon final passage.

PASSED FIRST READING this \_\_\_\_ day of \_\_\_\_\_ 2022.

PASSED SECOND READING this \_\_\_\_ day of \_\_\_\_\_ 2022.

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

ATTEST:

\_\_\_\_\_  
Tijauna Warner, 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)





## AGENDA

### MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, INTERIM CITY MANAGER

FROM: Jongelene Adams

SUBJECT: Community & Economic Development Department

DATE: 4<sup>th</sup> June 2022

#### **GENERAL SUMMARY/BACKGROUND:**

Barfield Highway Change Order #02 – This change order is for Barfield Highway Reconstruction. These items were previously approved by Greg Thompson but not brought forth to Commission.

There are three (3) items within this change order:

- **#1 - Grout existing waterline RFI #13 (PBCWUD).** the underground subcontractor will grout the old waterline in lieu of removal of the old waterline. This is a total of 1200 linear ft of pipe removal will be underrun for an overall savings to PBCWUD (approved by PBCWUD)
- **#2 - Alternate Traffic Control Plan.** A TCP was submitted at the onset of the project – this TCP eliminated the one lane only & one-way traffic requirement from the original TCP. This alternate plan allows traffic to flow easier for the residents.
- **#3 - Time extension for the January scheduled update.** The original start date of the NTP was delayed due to procurement issues, and the late start of the Pelican canal work. The East Beach Water Control District would not allow work to begin on the 84 - inch culvert pipe before the end of the rainy season in November of 2021.

Also, there were Covid – 19 related material (concrete) procurement delays hindering the roadway and drainage activities during this period – the overall contract was adjusted to reflect the 2023 end date. This added the 157 days to the current contract time. (FDOT supplement agreement – extension approved by on 10<sup>th</sup> May 2022 Commission meeting) This extension allows for the contract extension between the City of Pahokee & Rosso Site Development.

#### **BUDGET IMPACT:**

**#1** Grout for the waterline extension abandonment – cost to PBCWUD is \$10,146.53 NO ADDITIONAL COST to the CITY.

**#2** TCP – No Cost

**#3** Time Extension – NO COST

**LEGAL NOTE:** N/A

**STAFF RECOMMENDATION:**

The Department of Community & Economic Development recommends Mayor & City Commission approve this change order #2 for the work that has already been completed.

**ATTACHMENTS:**

Change Order #2 & cost breakdown

TCP

Contractor's Schedule

Resolution 2022 - 20

**RESOLUTION 2022 - 20**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING CHANGE ORDER NO. 2 ON THE ATTACHED EXHIBIT “A”.**

**Whereas**, there is a need for the approval for change order on contracts that the City Commission has already approved; and

**Whereas**, this change order is for Barfield Highway Reconstruction Project: Grouting of an existing waterline; Alternate Traffic Control Plan and Rosso Site Development time extension for January Schedule and;

**Whereas**, this change order has an additional 157 days to the Rosso Site Development contract with the City of Pahokee.

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

**SECTION 1:** The change order listed in Exhibit “A” is hereby approved.

**SECTION 2:** The Finance Director is authorized to remit payment for the change orders.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022,

**ATTESTED:**

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

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

**APPROVED AS TO LEGAL SUFFICIENCY:**

**Mayor Babb** \_\_\_\_\_  
**Vice Mayor Murvin** \_\_\_\_\_  
**Commissioner Boldin** \_\_\_\_\_  
**Commissioner Gonzalez** \_\_\_\_\_  
**Commissioner Perez** \_\_\_\_\_

\_\_\_\_\_  
**Burnadette Norris-Weeks, City Attorney**

**Exhibit “A”**

1. Rosso Site Development (Change Order #02)



CHANGE ORDER #2

Project: Barfield Highway Reconstruction  
Date of Issuance: 12/15/2021  
Owner: City of Pahokee  
Project Engineer: Momentum CEI  
Consultant/Contractor: Rosso Site Development

Project No: FM# 442030-1-31-01  
Effective Date: 12/15/2021

Purpose of Change Order:

#1: Grouting of Existing Waterline, RFI #13 - Abandon in place the old waterline by grouting it in lieu of removal. A total of 1200 linear feet of pipe removal will be for underrun for an overall saving for PBC. No Cost to City- PBCWUD covers the Cost which will be reimbursed to the City.

#2: Alternate Traffic Control Plan (FDOT) - This alternate TCP eliminated the one lane only and one-way traffic requirement from the original TCP. Making traffic easier & more accessible for residents. - No Cost to City

#3: Time Extension for January Schedule - Due to the contractor requesting an amended construction NTP (originally scheduled for July), a late start date from the EBWCD - would not allow for work to begin on the 84-inch culvert pipe during the rainy season in November 2021; also COVID related issues of the delay in materials hindered roadway and drainage activities. The overall contract time was adjusted to March 2023 - this is an additional 157 with was added to the overall FDOT contract which was approved by FDOT and presented to City of Pahokee Commission on 10<sup>th</sup> May 2022 (FDOT Supplemental Agreement.

This time extension is for the contract between Rosso Site Development & the City of Pahokee. - No Cost to City.

Attachment:

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining the change is:  
Change Price:

- ☐ Unit Price  
☐ Lump Sum  
☐ Other \_\_\_\_\_

Method of determining the change is:  
Change Times:

- ☒ Contractor's records  
☐ Engineer's records  
☐ Other \_\_\_\_\_



Increase/Decrease) in Contract Price:

\_\_\_\_\_

**Increase**/Decrease in Contract Times:

Substantial Completion: \_\_\_\_ **157** \_\_\_\_ days

Ready for final payment: \_\_\_\_\_ days

If the change involves an increase, the amount  
is not to be executed without further authorization

If the change involves an increase, the times  
are not to be exceeded without further authorization.

RECOMMENDED:

\_\_\_\_\_

ENGINEER

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

(Authorized Signature)

AUTHORIZED:

\_\_\_\_ City of Pahokee \_\_\_\_\_

OWNER

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

(Authorized Signature)

1302 South J Street  
Lake Worth, FL 33460



Ph: 561-689-0889  
Fax: 561-689-2851

Change Order Request

Owner CO No.: 01  
RSD CO No.: 07  
Owner: City of Pahokee  
Project: Barfield Highway  
Owner Proj. No.: 2020-007  
RSD Proj. No.: 01-20037  
Date: 12/15/2021

Description: Grout existing waterline in place. Underrun pipe removal line item in original contract

#	Description	Qty	Unit	Unit Price	Total Price
1.00	Grout Existing Waterline PBCWUD	1200	LF	\$ 8.46	\$ 10,146.53
2.00	Revised TCP plan (no cost) FDOT				\$ -
3.00	Time extension due to unforeseen conditions FDOT				\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total: \$ 10,146.53

Original Contract Amt \$ -  
Amount of this Change Order \$ 10,146.53  
Amount of Previous Change Order (s) \$ -  
New Total Contract Amount \$ 10,146.53

Completion time extended 157 days If yes, new completion date?

When executed by all parties, this document will become part of the above reference construction contract.

Client Signature Blair Simpson  
Client Printed Greg Thompson  
Digitally signed by Blair Simpson  
DN: cn=Blair Simpson, o=ROSSO  
Site Development, ou,  
email=bsimpson@rossositedevelop  
ment.com, c=US  
Date: 2022.03.14 14:17:25 -04'00'

Revisions

#	Date	By	Description
1	2/9/2022	BRS	combine CO

1302 South J Street  
Lake Worth, FL 33460



Ph: 561-689-0889  
Fax: 561-689-2851

Change Order Request

Owner CO No.: 01  
RSD CO No.: 07  
Owner: City of Pahokee  
Project: Barfield Highway  
Owner Proj. No.: 2020-007  
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					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total: \$ 10,146.53

Original Contract Amt \$ -  
Amount of this Change Order \$ 10,146.53  
Amount of Previous Change Order (s) \$ -  
New Total Contract Amount \$ 10,146.53

Completion time extended 157 days If yes, new completion date?

When executed by all parties, this document will become part of the above reference construction contract.

Client Signature  
Client Printed

Blair Simpson

Simpson

Digitally signed by Blair Simpson  
DN: cn=Blair Simpson, o=ROSSO  
Site Development, ou,  
email=bsimpson@rossositedevelo  
pment.com, c=US  
Date: 2022.03.14 14:17:25 -04'00'

Revisions

#	Date	By	Description
1	2/9/2022	BRS	combine CO



1302 South J Street  
Lake Worth, FL 33460

# **ROSSO** Site Development

Ph: 561-689-0889  
Fax: 561-689-2851

## CHANGE ORDER BREAKDOWN

Description of work: Grout existing waterline in place. Underrun pipe  
Owner CO No.: removal line item in original contract  
RSD CO No.

CO #: 07

EQUIPMENT					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Loader		HR	\$62.50	\$0.00
2	Tractor		HR	\$40.38	\$0.00
3	Roller		HR	\$56.12	\$0.00
4	Mixer		HR	\$202.61	\$0.00
5	Grader		HR	\$79.95	\$0.00
2	Revised TCP plan (no cost)		HR	\$93.41	\$0.00
3	Time extension due to unforeseen conditions		HR	\$37.98	\$0.00
8	Dozer		HR	\$73.93	\$0.00
9	Paver		HR	\$61.50	\$0.00
10	Paving Roller		HR	\$40.38	\$0.00
11	Broom		HR	\$49.97	\$0.00
12	Excavator (30,000 lb)		HR	\$109.04	\$0.00
13	Excavator (70,000 lb)		HR	\$169.32	\$0.00
14	Tamp		HR	\$19.50	\$0.00
15	Saw		HR	\$19.50	\$0.00
16	Pick-Up Truck		HR	\$32.46	\$0.00
17	Dump Truck		HR	\$65.00	\$0.00
18	Curb Machine		HR	\$58.75	\$0.00

Equipment Subtotal \$0.00

Markup 0.175 \$0.00

**EQUIPMENT TOTAL: \$0.00**

LABOR					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Superintendent (w/ Pick-Up)		HR	\$108.75	\$0.00
2	Foreman (w/ Pick-Up)		HR	\$84.20	\$0.00
3	Operator-Road Crew		HR	\$38.06	\$0.00
4	Laborer-Road Crew		HR	\$20.79	\$0.00
5	Operator-Underground Crew		HR	\$36.24	\$0.00
6	Pipe Layer, Tailman, Laborer-Underground Crew		HR	\$26.32	\$0.00
7	Curb Machine Operator-Concrete Crew		HR	\$43.50	\$0.00
8	Finisher-Concrete Crew		HR	\$32.61	\$0.00
9	Former/Laborer-Concrete Crew		HR	\$23.65	\$0.00
10			HR		\$0.00
11			HR		\$0.00

Labor Subtotal \$0.00

Burden 0.489 \$0.00

Markup 0.175 \$0.00

**LABOR TOTAL: \$0.00**

1 2/9/2022 BRS combine CO

MATERIAL					
#	Description	Qty	Unit	Unit Cost	Total Cost
1			LS		\$0.00
2			LS		\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00

Material Subtotal \$0.00

Markup 0.175 \$0.00

**MATERIAL TOTAL: \$0.00**

SUBCONTRACTORS					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Johnson Davis	1	LS	\$9,466.10	\$9,466.10
2		1	LS		\$0.00
3		1	LS		\$0.00
4		1	LS		\$0.00
5		1	LS		\$0.00
6		1	LS		\$0.00
7		1	LS		\$0.00

Subcontractor Subtotal \$9,466.10

Markup 0.05 \$473.31

**SUBCONTRACTOR TOTAL: \$9,939.41**

Equipment Total: \$0.00

Labor Total: \$0.00

Material Total: \$0.00

Subcontractors Total: \$9,939.41

Bond &amp; General Liability Insurance: \$207.13

MOT: \$0.00

**Total: \$10,146.53**

**ROSSO**  
Site Development

**Johnson Davis**  
Subcontractor Quote

**Appendix 'A'**



## REQUEST FOR INFORMATION

12/6/2021

Rosso Site Development  
1302 South J Street  
Lake Worth, FL 33460  
Attn: James Washington

**JOB NAME:** Barfield Hwy  
**RE:** Abandon in Place 6" Existing Water Main

**J-D RFI #:** 7  
**J-D JOB #:** 41792

Question:  
James,

Johnson-Davis wanted to look into the feasibility of "adandon-in-place" the existing 6" watermain as opposed to excavating after the change over to the new system. This would lessen the impact overall to the site. By grout filling 1200 LF existing line in sections as we swap over to the new system. The original cost, per linear foot is \$ 13.50, to excavate, remove and backfill existing pipe. The cost to abandon in place by grout filling the existing 6" is \$ 7.89 LF. Which gives an overall credit back of \$ 6,733.90. Please see attached COR 08 showing the breakdown of this work and the credit.

Answer:

Submitted by:

*Chad Rawlinson*

Chad Rawlinson  
Project Manager

Date: 12/6/2021  
J-D Project #: 41792  
J-D COR Proposal #: **COR 08**

Project: Barfield Hwy  
RE: Abandon in Place 6" Existing Water Main

DATE: Abandon in Place 6" Existing Water Main

1	Labor	\$2,798.40
2	Equipment	\$2,325.40
3	Materials	\$3,108.60
4	Subcontractor	\$1,233.70

Pipe Removal pay Item will be underrun by the same length as stated in Rosso Coversheet

1200 LF @	\$ 7.89	Total To Grout Fill Abandon:	\$ 9,466.10
<del>1200 LF @</del>	<del>\$ 13.50</del>	<del>Total Remove Existing 6" WM:</del>	<del>\$ 16,200.00</del>
		<del>Credit Back:</del>	<del>\$ 6,733.90</del>

Please review and forward to the responsible parties for authorization.  
As always, should there be any questions, please feel free to contact our office.

Sincerely,

Chad Rawlinson

Chad Rawlinson  
Project Manager





**BARFIELD HIGHWAY (East 7<sup>th</sup> St to E Main St)**  
**CITY OF PAHOKEE**

Owner Project No.: 2020-07

Rosso Project No.: 01-20037

Submittal No.: 08

Description: MOT

Subcontractor/Supplier: Rosso

Submittal Date: 6/08/2021

Bid #:

Bid Item Description:

This submittal has been checked for accuracy,  
completeness and compliance with contract  
requirements.



Reviewed



Rejected

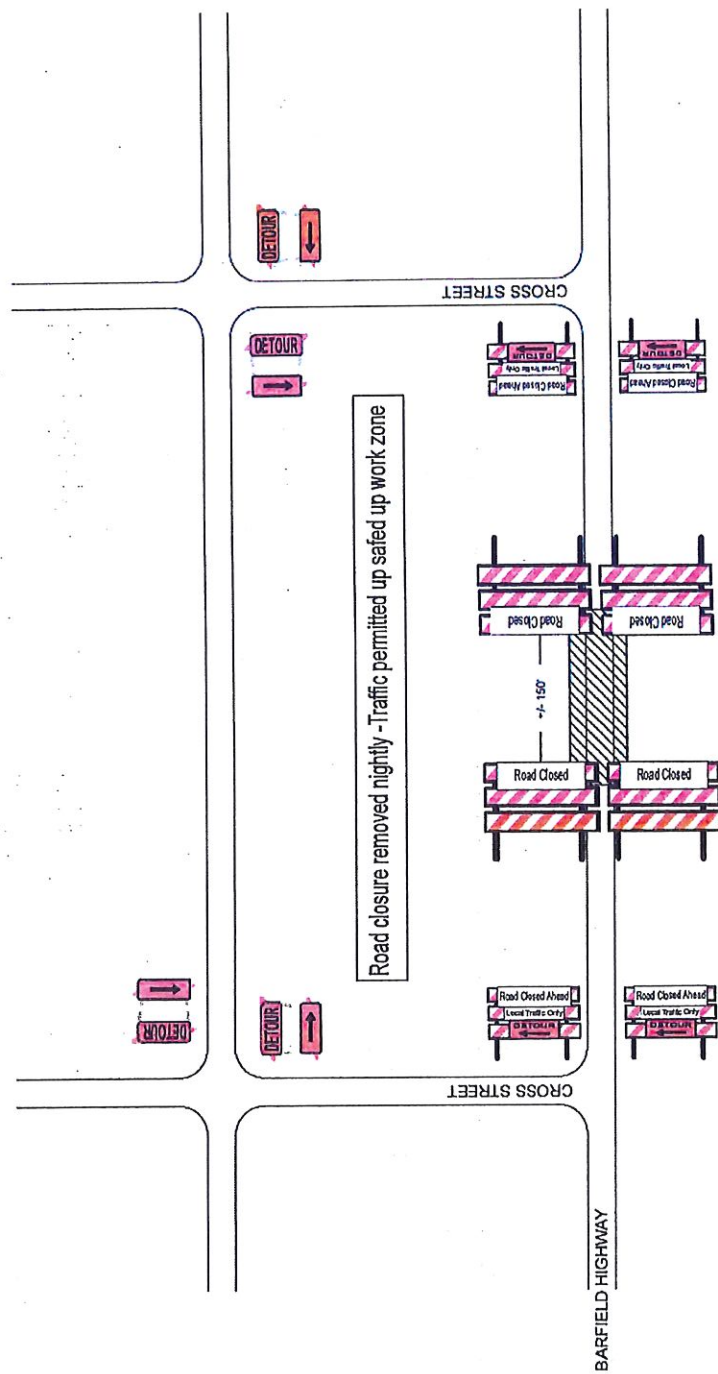


Approved

*Julie Eimers*

Rosso Site Development

7/6/2021  
H



TYPICAL ROAD CLOSURE SHOWING WORK AREA

NTS



Phase I - Road closure from E 7th St to E 5th St - Overnight for 84" RCP Install - Daytime for other work





Phase II - Road closure from E 5th St to E 4th St - Detour to Cypress Ave - Daytime Only













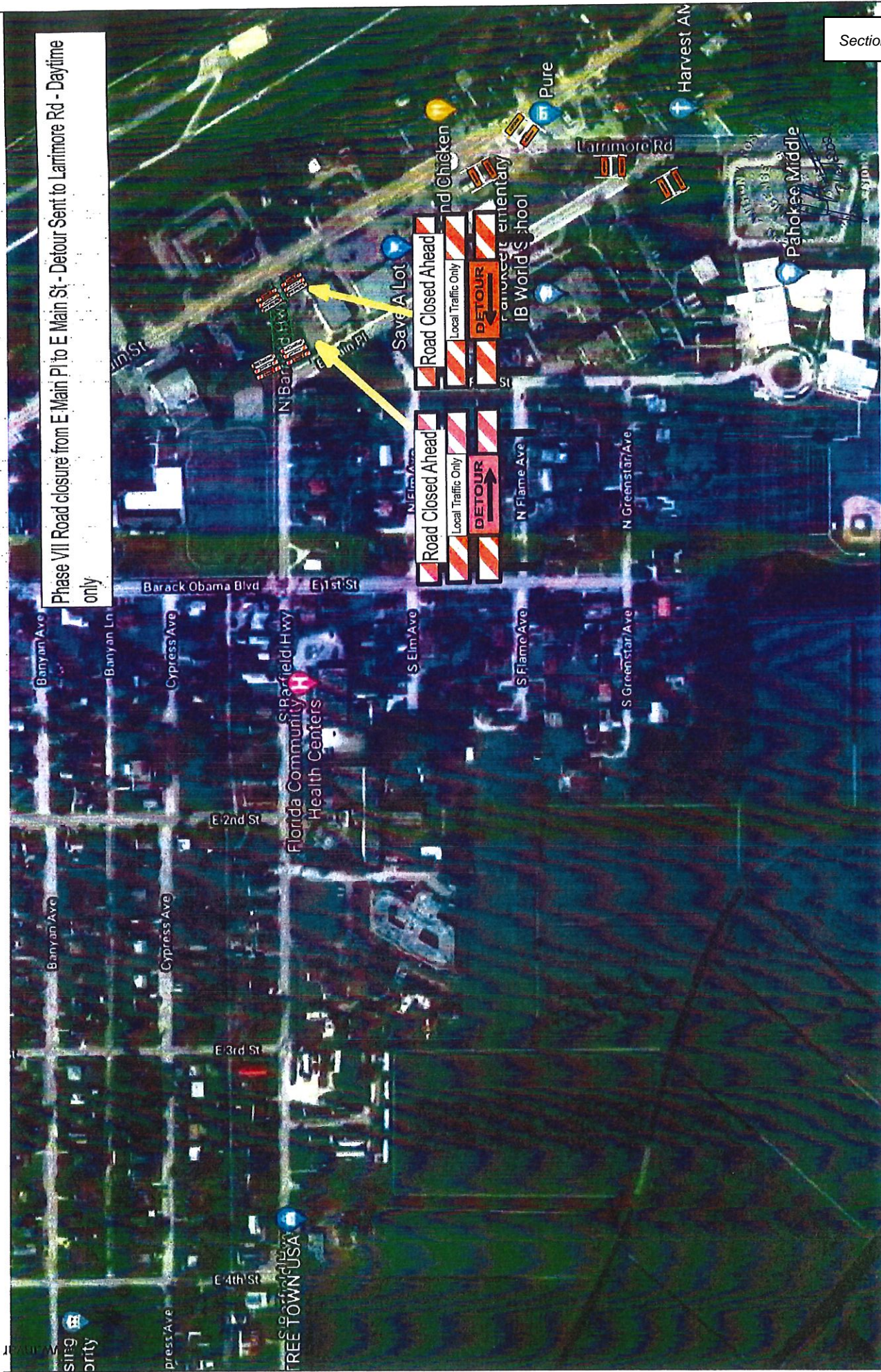








Phase VII Road closure from E Main Pl to E Main St - Detour Sent to Lammore Rd - Daytime only

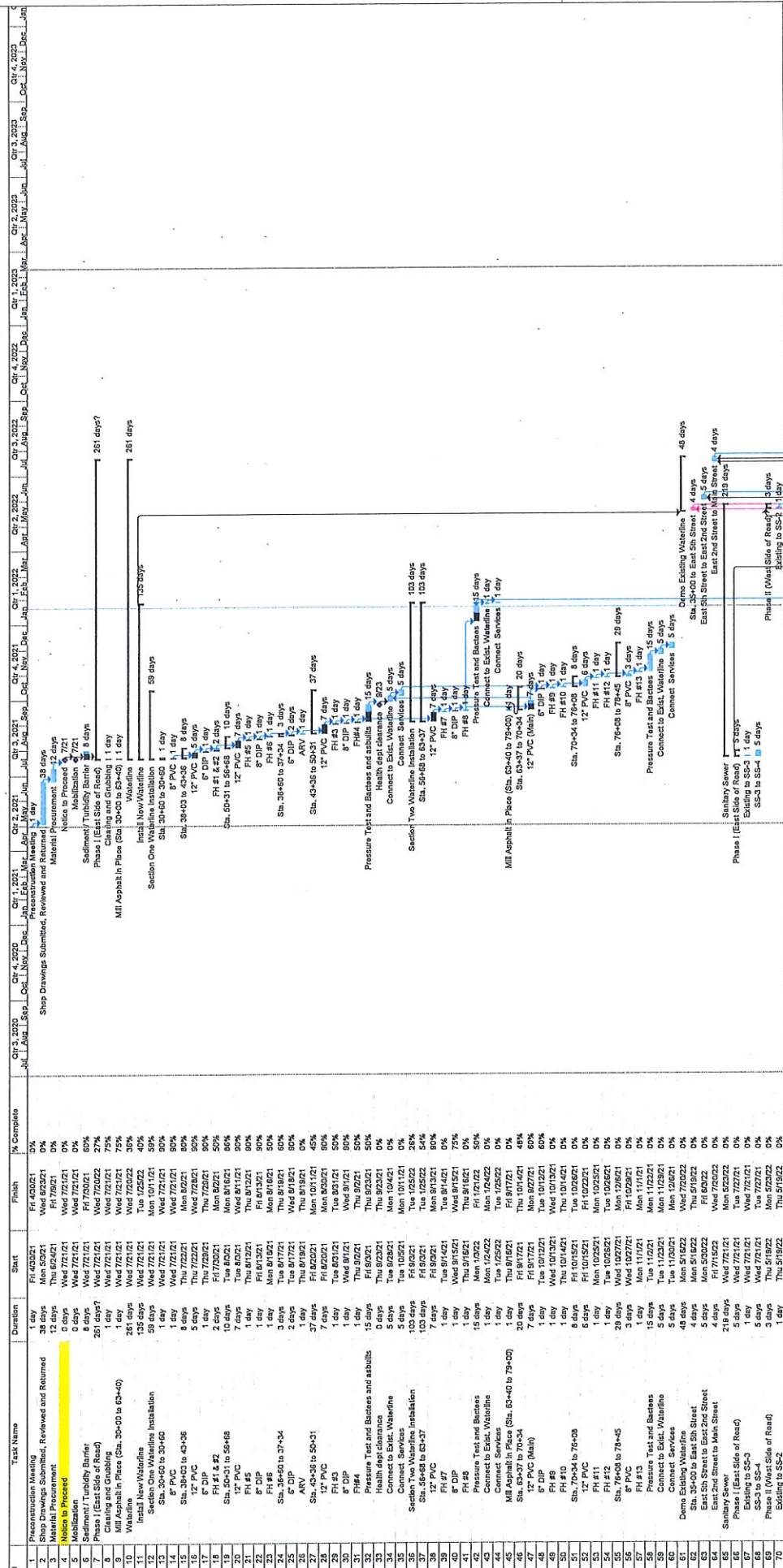








**ROSSO**  
Site Development  
City of Pahokee  
Barfield Highway  
Project Schedule

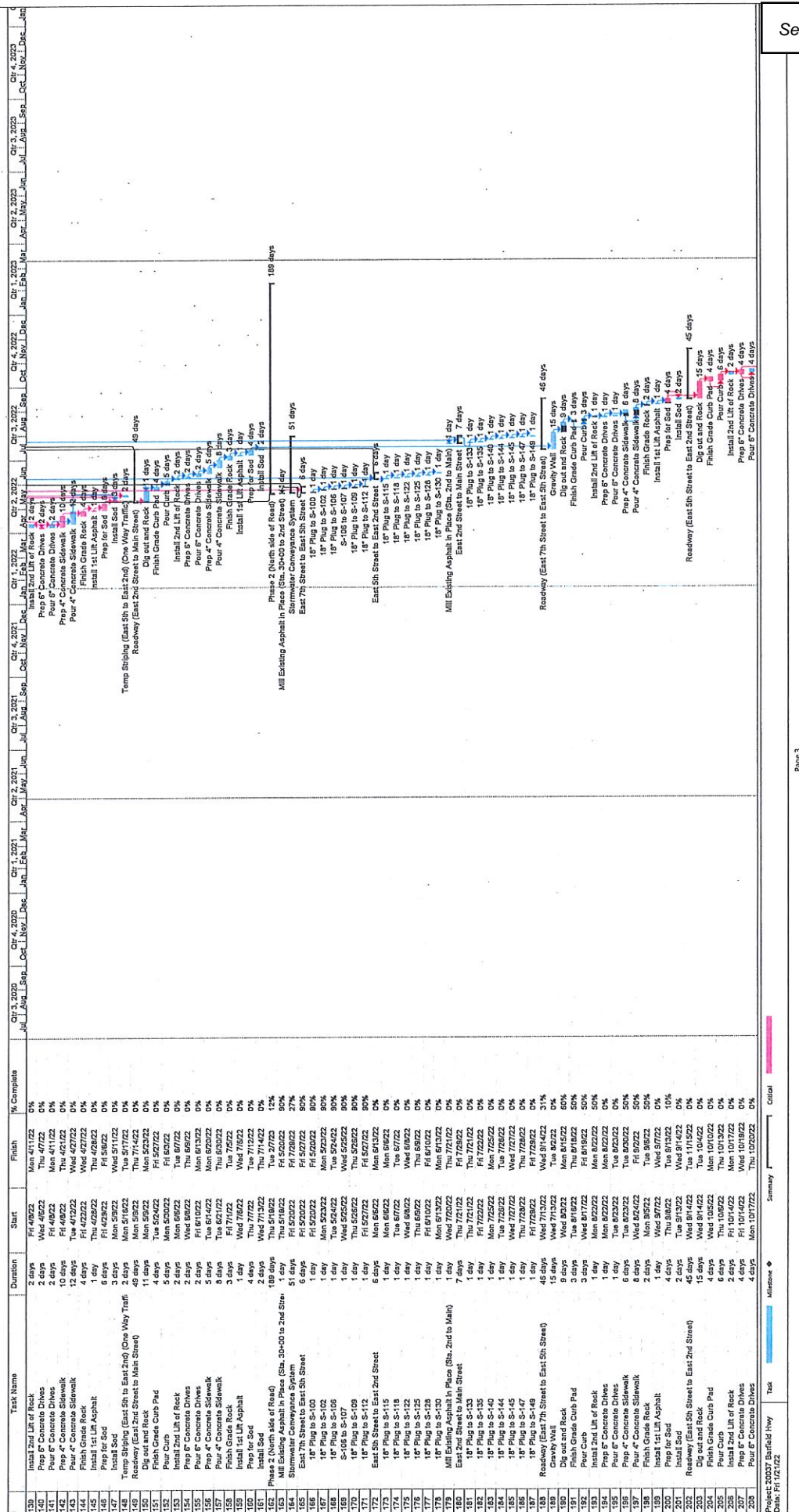




[illegible]

# ROSSO

Site Development  
City of Pahokee  
Barfield Highway  
Project Schedule



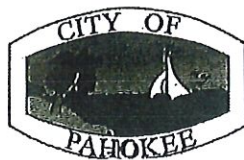
**ROSSO**  
Site Development  
City of Pahokee  
Barfield Highway  
Project Schedule

Task	Milestone	Summary	Critical
Project 20037 Barfield Hwy			
Date: Fri 1/21/22			



**Barfield Hwy Reconstruction**  
**FIN 442030-1-54-01; Pahokee Resolution 2021-02, G-1753**  
**Time extension request**

	date	day #
	7/20/2021	0
NTP bgn date	7/21/2021	1
Original Time (days)	440	
Last contract day	10/3/2022	440
Revised end date per Jan 2022 Schedule	3/9/2023	597
Additional days needed:		157



## City of Pahokee

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September 28, 2021

Ms. Blair Simpson  
Vice President  
Rosso Site Development, Inc.  
1302 South J Street  
Lake Worth, FL 33460  
Ph.: (561) 818-4191

RE: Notice to Proceed (Revised NTP)  
Financial Project ID: 442030-1-54-01  
Pahokee Resolution: 2021-02  
Description: Barfield Highway Reconstruction

Dear Ms. Simpson:

Please consider this your official Notice to Proceed (NTP) for the above referenced project. This is in response to your request to amend the NTP start date. You are hereby authorized to proceed with the City of Pahokee Reconstruction of Barfield Highway Project as of Wednesday, July 21st 2021. Contract time will begin to be counted on this day. The Work shall be completed within 440 calendar days and completed by October 3<sup>rd</sup> 2022 as specified in the contract documents.

Greg Thompson  
Interim City Manager

CC : Robert Audette, PE Momentum CEI, Inc.



## AGENDA

### MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, INTERIM CITY MANAGER

FROM: Jongelene Adams

SUBJECT: Community & Economic Development Department

DATE: 4<sup>th</sup> June 2022

---

#### **GENERAL SUMMARY/BACKGROUND:**

Barfield Highway Change Order #03 – This change order is for Barfield Highway Reconstruction. This item is to compensate the contractor for permitting costs for the work in the Pelican Canal. These costs were not accounted for in the bid documents.

The contractor is entitled to the 100% of the permit costs. Approval from FDOT to reimburse these costs has been given.

#### **BUDGET IMPACT:**

#1 Permit costs for East Beach Water Control District - \$2943.78. FDOT will be participating in 100% of the costs.

#### **LEGAL NOTE:** N/A

#### **STAFF RECOMMENDATION:**

The Department of Community & Economic Development recommends Mayor & City Commission approve this change order #3 for contractor permit costs for the East Beach Water Control District.

#### **ATTACHMENTS:**

Change Order #3 & permit cost breakdown  
Resolution 2022 - 21

**RESOLUTION 2022 - 21**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RETIFYING APPROVAL FOR CHANGE ORDER NO. 3 TO RESOLUTION #2021-02 PERTAINING TO THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, pursuant to Resolution 2021-02, the City approved the grant award funding for the reconstruction of Barfield Highway in the amount of \$3,891,096.63 to Rosso Site Development, Inc. and authorized the Mayor to execute the necessary agreement; and

**WHEREAS**, without knowledge of the City Commission, Former Interim City Manager Greg Thompson approved a Change Order #3 pertaining to reimbursement for dewatering permit in relation to Pelican Canal; and

**WHEREAS**, the permit costs for payment to East Beach Water Control District was \$2,943.78, as set forth in Exhibit "A" hereto; and

**WHEREAS**, the City Commission of the City of Pahokee finds that ratification of this prior decision is needed for proper contract compliance and proper recordkeeping for the City of Pahokee.

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

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

**Section 2.** Authorization and Approval. The City Commission of the City of Pahokee hereby authorizes and approves Change Order #3 pertaining to reimbursement for dewatering permit in the amount of \$2,943.78 and as set forth in Exhibit "A" hereto.

**Section 3.** Authority of Interim City Manager. The Interim 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 14th day of June 2022.

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

**ATTEST:**

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

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

\_\_\_\_\_  
Burnadette Norris-Weeks, PA  
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”**

1. Rosso Site Development (Change Order #03)

1302 South J Street  
Lake Worth, FL 33460



Ph: 561-689-0889  
Fax: 561-689-2851

### Change Order Request

Owner CO No.:

RSD CO No.: 10

Owner: City of Pahokee

Project: Barfield Highway

Owner Proj. No.: 2020-007

RSD Proj. No.: 01-20037

Date: 12/16/2021

Description: Dewatering Permit was not disclosed prior to bid. Per Florida Statute 218.80 this financial responsibility does not fall on the contractor. This is for the permit fee only. Seperate CO for bypass work requested by City and District.

We were required to install and maintain bypass pumping per district manager for irrigation supply to resident of Pahokee. This was not a disclosed requirement at time of bid. This will be in seperate CO.

#	Description	Qty	Unit	Unit Price	Total Price
	Dewatering-Permit Fee Only	1	LS	\$ 2,943.78	\$ 2,943.78
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total: \$ 2,943.78

Original Contract Amt	\$	-
Amount of this Change Order	\$	2,943.78
Amount of Previous Change Order (s)	\$	-
New Total Contract Amount	\$	2,943.78

Completion time extended 0 days If yes, new completion date? \_\_\_\_\_

When executed by all parties, this document will become part of the above reference construction contract.

Client Signature \_\_\_\_\_

Client Printed \_\_\_\_\_

Blair  
Blair Simpson

Simpson

Digitally signed by Blair Simpson  
DN: cn=Blair Simpson, o=Rosso  
Site Development, ou,  
email=bsimpson@rossositedevelop-  
ment.com, c=US  
Date: 2022.05.13 11:53:54 -04'00'

### Revisions

#	Date	By	Description
1	5/2/2022	BRS	Separate permit fee from cost of bypass pumping and survey
2	5/6/2022	BRS	Add owner CO, revise markup

1302 South J Street  
Lake Worth, FL 33460



Ph: 561-689-0889  
Fax: 561-689-2851

CHANGE ORDER BREAKDOWN

Description of work: Dewatering Permit was not disclosed prior to bid. Per Florida Statute 218.80 this financial responsibility does not fall on the contractor. This is for the permit fee

CO #: 10

EQUIPMENT					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Loader		HR	\$62.50	\$0.00
2	Tractor		HR	\$40.38	\$0.00
3	Roller		HR	\$56.12	\$0.00
4	Mixer		HR	\$202.61	\$0.00
5	Grader		HR	\$79.95	\$0.00
6	Backhoe		HR	\$93.41	\$0.00
7	Water Truck		HR	\$37.98	\$0.00
8	Dozer		HR	\$73.93	\$0.00
9	Paver		HR	\$61.50	\$0.00
10	Paving Roller		HR	\$40.38	\$0.00
11	Broom		HR	\$49.97	\$0.00
12	Excavator (30,000 lb)		HR	\$109.04	\$0.00
13	Excavator (70,000 lb)		HR	\$169.32	\$0.00
14	Tamp		HR	\$19.50	\$0.00
15	Saw		HR	\$19.50	\$0.00
16	Pick-Up Truck		HR	\$32.46	\$0.00
17	Dump Truck		HR	\$65.00	\$0.00
18	Curb Machine		HR	\$58.75	\$0.00
Equipment Subtotal					\$0.00
Markup 0.175					\$0.00
EQUIPMENT TOTAL:					\$0.00

LABOR					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Superintendent (w/ Pick-Up)		HR	\$108.75	\$0.00
2	Foreman (w/ Pick-Up)		HR	\$84.20	\$0.00
3	Operator-Road Crew		HR	\$38.06	\$0.00
4	Laborer-Road Crew		HR	\$20.79	\$0.00
5	Operator-Underground Crew		HR	\$36.24	\$0.00
6	Pipe Layer, Tailman, Laborer-Underground Crew		HR	\$26.32	\$0.00
7	Curb Machine Operator-Concrete Crew		HR	\$43.50	\$0.00
8	Finisher-Concrete Crew		HR	\$32.61	\$0.00
9	Former/Laborer-Concrete Crew		HR	\$23.65	\$0.00
10			HR		\$0.00
11			HR		\$0.00
Labor Subtotal					\$0.00
Burden 0.489					\$0.00
Markup 0.175					\$0.00
LABOR TOTAL:					\$0.00

MATERIAL					
#	Description	Qty	Unit	Unit Cost	Total Cost
1			LS		\$0.00
2			LS		\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00

Material Subtotal \$0.00  
Markup 0.175 \$0.00  
**MATERIAL TOTAL: \$0.00**

SUBCONTRACTORS					
#	Description	Qty	Unit	Unit Cost	Total Cost
1		1	LS		\$0.00
2		1	LS		\$0.00
3	Permit Fee	1	LS	\$2,746.37	\$2,746.37
4		1	LS		\$0.00
5		1	LS		\$0.00
6		1	LS		\$0.00
7		1	LS		\$0.00

Subcontractor Subtotal \$2,746.37  
Markup 0.05 \$137.32  
**SUBCONTRACTOR TOTAL: \$2,883.69**

Equipment Total: \$0.00  
Labor Total: \$0.00  
Material Total: \$0.00  
Subcontractors Total: \$2,883.69

Bond & General Liability Insurance: \$60.09  
MOT: \$0.00  
**Total: \$2,943.78**

**EAST BEACH WATER CONTROL DISTRICT**

P.O. Box 969  
 Belle Glade, Florida 33430  
 Phone (561) 996-2940 Fax (561) 996-2960

DATE: January 24, 2022  
 INVOICE # AECOM -142

**BILL TO:**  
 Rosso Site Development, Inc.  
 1302 S. J. Street  
 Lake Worth, FL 33460

**FOR:** Barfield Highway  
 Dewatering

DESCRIPTION	HOURS	RATE	BILLED AMOUNT
<b><i>District Engineering Expenses for the Barfield Highway Reconstruction - Dewatering</i></b>			
<b>Karen Brandon, P.E., - AECOM</b>			
<b><u>27-Aug-21</u></b>			
*Site meeting on Barfield Highway and review plans	3.50	\$ 258.98	\$ 906.43
<b><u>27-Aug-21</u></b>			
*Mileage for on site meeting for Barfield Highway project	0.00	\$ -	\$ 49.28
<b><u>3-Sep-21</u></b>			
*Follow-up on Barfield Highway project, review SFWMD permit file and plans	2.00	\$ 258.98	\$ 517.96
<b><u>17-Sep-21</u></b>			
*Call and email Jesse Markle at SFWMD - Re: exemption	0.50	\$ 258.98	\$ 129.49
<b><u>1-Oct-21</u></b>			
*Barfield Highway - review and send email comments on dewatering plan resubmital	1.00	\$ 258.98	\$ 258.98
<b><u>15-Oct-21</u></b>			
* Discussion regarding Barfield Highway permitting and water quality	0.25	\$ 258.98	\$ 64.75
<b><u>5-Nov-21</u></b>			
*Draft letter to SFWMD - Re: Barfield Highway water quality and permit exemption	2.00	\$ 258.98	\$ 517.96
<b><u>12-Nov-21</u></b>			
*Draft dewatering permit for Barfield Highway	1.00	\$ 258.98	\$ 258.98
<b>Deborah Williams, Sr. Office Specialist</b>			
<b><u>12-Nov-21</u></b>			
*Edit and email permit to East Beach Water Control District	0.50	\$ 85.08	\$ 42.54
SUBTOTAL			\$ 2,746.37
OTHER			
TOTAL			\$ 2,746.37

Make all checks payable to East Beach Water Control District

Thank you,

Tiffany Helvey  
 Administrative Assistant





CHANGE ORDER #3

Project: Barfield Highway Reconstruction  
Date of Issuance: 5/6/2022  
Owner: City of Pahokee  
Project Engineer: Momentum CEI  
Consultant/Contractor: Rosso Site Development

Project No: FM# 442030-1-31-01  
Effective Date: 6/15/2022

**Purpose of Change Order:**

This C/O is to compensate the contractor for (dewatering) permit costs for EBWCD for the Pelican Canal. Costs were not originally accounted for in during the permitting with SFWMD.

This cost has been approved by FDOT. There is no additional cost to the City.

Contractor is entitled to 100% of the permitting costs.

**Attachment:**

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining the change is:  
Change Price:

- ☐ Unit Price  
☒ Lump Sum  
☐ Other \_\_\_\_\_

Method of determining the change is:  
Change Times:

- ☐ Contractor's records  
☐ Engineer's records  
☐ Other \_\_\_\_\_

**Increase/Decrease** in Contract Price:

2494.78

**Increase/Decrease** in Contract Times:

Substantial Completion: \_\_\_\_\_ days

Ready for final payment: \_\_\_\_\_ days

If the change involves an increase, the amount is not to be executed without further authorization

If the change involves an increase, the times are not to be exceeded without further authorization.

RECOMMENDED:

\_\_\_\_\_  
ENGINEER

BY: \_\_\_\_\_  
(Authorized Signature)

AUTHORIZED:

\_\_\_\_\_  
City of Pahokee  
OWNER

BY: \_\_\_\_\_  
(Authorized Signature)

1302 South J Street  
Lake Worth, FL 33460



Ph: 561-689-0889  
Fax: 561-689-2851

### Change Order Request

Owner CO No.:

RSD CO No.: 10

Owner: City of Pahokee

Project: Barfield Highway

Owner Proj. No.: 2020-007

RSD Proj. No.: 01-20037

Date: 12/16/2021

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We were required to install and maintain bypass pumping per district manager for irrigation supply to resident of Pahokee. This was not a disclosed requirement at time of bid. This will be in seperate CO.

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					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total: \$ 2,943.78

Original Contract Amt	\$	-
Amount of this Change Order	\$	2,943.78
Amount of Previous Change Order (s)	\$	-
New Total Contract Amount	\$	2,943.78

Completion time extended 0 days If yes, new completion date? \_\_\_\_\_

When executed by all parties, this document will become part of the above reference construction contract.

Client Signature \_\_\_\_\_

Client Printed \_\_\_\_\_

Blair  
Simpson

Simpson

Digitally signed by Blair Simpson  
DN: cn=Blair Simpson, o=Rosso  
Site Development, ou,  
email=bsimpson@rossositedevel  
opment.com, c=US  
Date: 2022.05.13 11:53:54 -04'00'

### Revisions

#	Date	By	Description
1	5/2/2022	BRS	Separate permit fee from cost of bypass pumping and survey
2	5/6/2022	BRS	Add owner CO, revise markup

1302 South J Street  
Lake Worth, FL 33460

# ROSSO

Site Development

Ph: 561-689-0889  
Fax: 561-689-2851

## CHANGE ORDER BREAKDOWN

Description of work: Dewatering Permit was not disclosed prior to bid. Per Florida Statute 218.80 this financial responsibility does not fall on the contractor. This is for the permit fee

CO #: 10

EQUIPMENT					
#	Description	Qty	Unit	Unit Cost	Total Cost
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8	Dozer		HR	\$73.93	\$0.00
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16	Pick-Up Truck		HR	\$32.46	\$0.00
17	Dump Truck		HR	\$65.00	\$0.00
18	Curb Machine		HR	\$58.75	\$0.00

Equipment Subtotal \$0.00  
Markup 0.175 \$0.00

**EQUIPMENT TOTAL: \$0.00**

LABOR					
#	Description	Qty	Unit	Unit Cost	Total Cost
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9	Former/Laborer-Concrete Crew		HR	\$23.65	\$0.00
10			HR		\$0.00
11			HR		\$0.00

Labor Subtotal \$0.00  
Burden 0.489 \$0.00  
Markup 0.175 \$0.00

**LABOR TOTAL: \$0.00**



MATERIAL					
#	Description	Qty	Unit	Unit Cost	Total Cost
1			LS		\$0.00
2			LS		\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00

Material Subtotal \$0.00

Markup 0.175 \$0.00

**MATERIAL TOTAL: \$0.00**

SUBCONTRACTORS					
#	Description	Qty	Unit	Unit Cost	Total Cost
1		1	LS		\$0.00
2		1	LS		\$0.00
3	Permit Fee	1	LS	\$2,746.37	\$2,746.37
4		1	LS		\$0.00
5		1	LS		\$0.00
6		1	LS		\$0.00
7		1	LS		\$0.00

Subcontractor Subtotal \$2,746.37

Markup 0.05 \$137.32

**SUBCONTRACTOR TOTAL: \$2,883.69**

Equipment Total: \$0.00

Labor Total: \$0.00

Material Total: \$0.00

Subcontractors Total: \$2,883.69

Bond & General Liability Insurance: \$60.09

MOT: \$0.00

**Total: \$2,943.78**

**EAST BEACH WATER CONTROL DISTRICT**

P.O. Box 969  
 Belle Glade, Florida 33430  
 Phone (561) 996-2940 Fax (561) 996-2960

DATE: January 24, 2022  
 INVOICE # AECOM -142

**BILL TO:**  
 Rosso Site Development, Inc.  
 1302 S. J. Street  
 Lake Worth, FL 33460

**FOR:** Barfield Highway  
 Dewatering

DESCRIPTION	HOURS	RATE	BILLED AMOUNT
<b>District Engineering Expenses for the Barfield Highway Reconstruction - Dewatering</b>			
<b>Karen Brandon, P.E., - AECOM</b>			
<u><b>27-Aug-21</b></u>			
*Site meeting on Barfield Highway and review plans	3.50	\$ 258.98	\$ 906.43
<u><b>27-Aug-21</b></u>			
*Mileage for on site meeting for Barfield Highway project	0.00	\$ -	\$ 49.28
<u><b>3-Sep-21</b></u>			
*Follow-up on Barfield Highway project, review SFWMD permit file and plans	2.00	\$ 258.98	\$ 517.96
<u><b>17-Sep-21</b></u>			
*Call and email Jesse Markle at SFWMD - Re: exemption	0.50	\$ 258.98	\$ 129.49
<u><b>1-Oct-21</b></u>			
*Barfield Highway - review and send email comments on dewatering plan resubmital	1.00	\$ 258.98	\$ 258.98
<u><b>15-Oct-21</b></u>			
* Discussion regarding Barfield Highway permitting and water quality	0.25	\$ 258.98	\$ 64.75
<u><b>5-Nov-21</b></u>			
*Draft letter to SFWMD - Re: Barfield Highway water quality and permit exemption	2.00	\$ 258.98	\$ 517.96
<u><b>12-Nov-21</b></u>			
*Draft dewatering permit for Barfield Highway	1.00	\$ 258.98	\$ 258.98
<b>Deborah Williams, Sr. Office Specialist</b>			
<u><b>12-Nov-21</b></u>			
*Edit and email permit to East Beach Water Control District	0.50	\$ 85.08	\$ 42.54
SUBTOTAL			\$ 2,746.37
OTHER			
TOTAL			\$ 2,746.37

Make all checks payable to East Beach Water Control District

Thank you,

Tiffany Helvey  
 Administrative Assistant



## AGENDA

### MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, INTERIM CITY MANAGER

FROM: Jongelene Adams

SUBJECT: Community & Economic Development Department – Barfield Hwy Reconstruction C/O#4

DATE: 4<sup>th</sup> June 2022

#### **GENERAL SUMMARY/BACKGROUND:**

Barfield Highway Change Order #04 – This change order is for Barfield Highway Reconstruction. This item is to incorporate the utilities revision #1 to compensate the contractor for the additional exploratory work due to an existing AT&T duck bank on the West side of the roadway.

The contractor was directed by PBCWUD to perform exploratory work for the new proposed alignments to ensure no conflicts existed. The contractor is entitled to fabrication costs of the unused original manhole structures: SS-1; SS-2 and SS-3 per the original plan.

The contractor is entitled to the 100% of the costs of the disposal (2); cost of (3) unused manholes boxes; exploratory excavations per directive for PBCWUD and the survey work to re-stake the new structures.

#### **BUDGET IMPACT:**

No additional direct costs will be incurred by the City. PBCWUD will fund these additional costs - \$18,825.11. Per the ILA agreement between the City & PBCWUD.

#### **LEGAL NOTE:** N/A

#### **STAFF RECOMMENDATION:**

The Department of Community & Economic Development recommends Mayor & City Commission approve this change order #4 for contractor utilities revision- AT&T duct bank conflict.

#### **ATTACHMENTS:**

Change Order #4; costs breakdown & revision design  
Resolution 2022 - 22

## RESOLUTION 2022 -22

### A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RETIFYING APPROVAL FOR CHANGE ORDER NO. 4 TO RESOLUTION #2021-02 PERTAINING TO THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

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

**WHEREAS**, pursuant to Resolution 2021-02, the City approved the grant award funding for the reconstruction of Barfield Highway in the amount of \$3,891,096.63 to Rosso Site Development, Inc. (Contractor) and authorized the Mayor to execute the necessary agreement; and

**WHEREAS**, Contractor was directed by Palm Beach County Water Utilities District (PBSWUD) to perform exploratory work for the new alignment of utilities in order to ensure that no conflicts existed; and

**WHEREAS**, Contractor is entitled to fabrication costs of the unused original manhole structures: SS-1; SS-2 and SS-3 per the original plan; 100% of the costs of the disposal; costs of (3) unused manholes boxes; exploratory excavations at the direction of PBCWUD, and for survey work to re-stake the new structures; and

**WHEREAS**, the costs for the aforementioned services was \$18,825.11, which has been approved by FDOT; and

**WHEREAS**, the City Commission of the City of Pahokee finds that ratification of this prior decision is needed for proper contract compliance and proper recordkeeping for the City of Pahokee.

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

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

**Section 2.**    Authorization and Approval.    The City Commission of the City of Pahokee hereby authorizes and approves Change Order #4 pertaining to reimbursement

for fabrication costs of the unused original manhole structures: SS-1; SS-2 and SS-3 per the original plan; 100% of the costs of the disposal; costs of (3) unused manholes boxes; exploratory excavations at the directive for PBCWUD and for survey work to re-stake the new structures in the amount of \$18,825.11 and as set forth in in Exhibit “A” attached hereto.

**Section 3.** Authority of Interim City Manager. The Interim 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 14th day of June 2022.

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

ATTEST:

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

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

\_\_\_\_\_  
Burnadette Norris-Weeks, PA  
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”**

1. Rosso Site Development (Change Order #04)



CHANGE ORDER #4

Project: Barfield Highway Reconstruction  
Date of Issuance: 5/23/2022  
Owner: City of Pahokee  
Project Engineer: Momentum CEI  
Consultant/Contractor: Rosso Site Development

Project No: FM# 442030-1-31-01  
Effective Date: 6/15/2022

**Purpose of Change Order:**

This C/O #4 is to incorporate the utilities revision #1 compensate the contractor for additional exploratory work due an existing AT&T duct bank on the West side of the roadway.

When commencing construction on the sanitary sewer line North of 4<sup>th</sup> street, there was a conflict with an AT&T duck bank and the sewer's proposed alignment. The EOR amended the design to remove the sewer line to the middle of the street to avoid the duct bank.

The contractor was directed by PBCWUD to perform addition pothole verification for the new proposed alignment to ensure no conflicts existed. The contractor is entitled to the cost for fabrication costs of the unused original manhole structures - SS-1, SS-2 and SS-3 fabricated per the original plan for the work to be performed for exploratory excavations as directed by PBCWUD and surveying of the work to re-stake the new structures.

The contractor is entitled to 100% of the costs for additional work.

**Attachment:**

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining the change is:  
Change Price:

- ☐ Unit Price  
☒ Lump Sum  
☐ Other \_\_\_\_\_

Increase/Decrease) in Contract Price:  
\$18,825.11 to PBCWUD ILA agreement

If the change involves an increase, the amount is not to be executed without further authorization

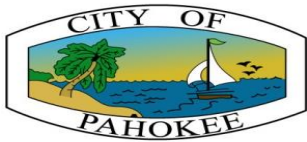
Method of determining the change is:  
Change Times:

- ☐ Contractor's records  
☐ Engineer's records  
☐ Other \_\_\_\_\_

Increase/Decrease in Contract Times:  
Substantial Completion: \_\_\_\_\_ days  
Ready for final payment: \_\_\_\_\_ days

If the change involves an increase, the times are not to be exceeded without further authorization.





RECOMMENDED:

\_\_\_\_\_  
ENGINEER

BY: \_\_\_\_\_  
(Authorized Signature)

AUTHORIZED:

\_\_\_\_\_  
City of Pahokee  
OWNER

BY: \_\_\_\_\_  
(Authorized Signature)

1302 South J Street  
Lake Worth, FL 33460

**ROSSO**  
Site Development

Ph: 561-689-0889  
Fax: 561-689-2851

### Change Order Request

Owner CO No.: 04

RSD CO No.: 09

Owner: City of Pahokee

Project: Barfield Highway

Owner Proj. No.: 2020-007

RSD Proj. No.: 01-20037

Date: 12/15/2021

Description: Revision Per Response To RFI #17  
Add Two 48" Sanitary Manholes  
Utility Plans Revision #1  
Includes exploratory digging for original sewer line location and proposed sewer line location

#	Description	Qty	Unit	Unit Price	Total Price
1.00	Revision Per Response to RFI #17	1	LS	\$ 18,825.11	\$ 18,825.11
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total: \$ 18,825.11

Original Contract Amt	\$	-
Amount of this Change Order	\$	18,825.11
Amount of Previous Change Order (s)	\$	-
New Total Contract Amount	\$	18,825.11

Completion time extended \_\_\_\_\_ days If yes, new completion date? \_\_\_\_\_  
\*time to be included in FDOT change order

When executed by all parties, this document will become part of the above reference construction contract.

Client Signature \_\_\_\_\_

Client Printed \_\_\_\_\_

Blair  
Blair Simpson  
Simpson

Digitally signed by Blair Simpson  
DN: cn=Blair Simpson, o=Rosso Site  
Development, ou,  
email=bsimpson@rossositedevelopme  
nt.com, c=US  
Date: 2022.06.01 12:02:35 -04'00'

### Revisions

#	Date	By	Description
2	3/15/2022	BRS	Separate Sewer and Drainage
3	4/7/2022	BRS	Per Robert Audette's comments 4/1
4	5/2/2022	BRS	Per Robert Audette's comments, added exploratory digging for sewer only
5	5/23/2022	BRS	Per Robert Audette's comments

1302 South J Street  
Lake Worth, FL 33460

**ROSSO**  
Site Development

Ph: 561-689-0889  
Fax: 561-689-2851

## CHANGE ORDER BREAKDOWN

Description of work: Revision Per Response To RFI #17  
Add Two 48" Sanitary Manholes  
Utility Plans Revision #1

CO #: 09

EQUIPMENT					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Loader		HR	\$62.50	\$0.00
2	Tractor		HR	\$40.38	\$0.00
3	Roller		HR	\$56.12	\$0.00
4	Mixer		HR	\$202.61	\$0.00
5	Grader		HR	\$79.95	\$0.00
6	Backhoe		HR	\$93.41	\$0.00
7	Water Truck		HR	\$37.98	\$0.00
8	Dozer		HR	\$73.93	\$0.00
9	Paver		HR	\$61.50	\$0.00
10	Paving Roller		HR	\$40.38	\$0.00
11	Broom		HR	\$49.97	\$0.00
12	Excavator (30,000 lb)		HR	\$109.04	\$0.00
13	Excavator (70,000 lb)		HR	\$169.32	\$0.00
14	Tamp		HR	\$19.50	\$0.00
15	Saw		HR	\$19.50	\$0.00
16	Pick-Up Truck		HR	\$32.46	\$0.00
17	Dump Truck		HR	\$65.00	\$0.00
18	Curb Machine		HR	\$58.75	\$0.00
Equipment Subtotal					\$0.00
Markup					0.175 \$0.00
EQUIPMENT TOTAL:					\$0.00

LABOR					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Superintendent (w/ Pick-Up)		HR	\$108.75	\$0.00
2	Foreman (w/ Pick-Up)		HR	\$84.20	\$0.00
3	Operator-Road Crew		HR	\$38.06	\$0.00
4	Laborer-Road Crew		HR	\$20.79	\$0.00
5	Operator-Underground Crew		HR	\$36.24	\$0.00
6	Pipe Layer, Tailman, Laborer-Underground Crew		HR	\$26.32	\$0.00
7	Curb Machine Operator-Concrete Crew		HR	\$43.50	\$0.00
8	Finisher-Concrete Crew		HR	\$32.61	\$0.00
9	Former/Laborer-Concrete Crew		HR	\$23.65	\$0.00
10			HR		\$0.00
11			HR		\$0.00
Labor Subtotal					\$0.00
Burden					0.489 \$0.00
Markup					0.175 \$0.00
LABOR TOTAL:					\$0.00

2 3/15/2022 BRS

Separate Sewer and Drainage

MATERIAL					
#	Description	Qty	Unit	Unit Cost	Total Cost
1			LS		\$0.00
2			LS		\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
Material Subtotal					\$0.00
Markup 0.175					\$0.00
MATERIAL TOTAL:					\$0.00

SUBCONTRACTORS					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Johnson Davis	1	LS	\$15,252.69	\$15,252.69
2	Atlas	1	LS	\$2,310.00	\$2,310.00
3		1	LS		\$0.00
4		1	LS		\$0.00
5		1	LS		\$0.00
6		1	LS		\$0.00
7		1	LS		\$0.00
Subcontractor Subtotal					\$17,562.69
Markup 0.05					\$878.13
SUBCONTRACTOR TOTAL:					\$18,440.82

Equipment Total: \$0.00  
Labor Total: \$0.00  
Material Total: \$0.00  
Subcontractors Total: \$18,440.82

Bond & General Liability Insurance: \$384.29  
MOT: \$0.00

Total: \$18,825.11



# PROPOSAL

Date: 5/20/2022  
J-D Project # : 41792  
J-D COR Proposal #: COR 11

Rosso Site Development  
1302 South J Street  
Lake Worth, FL 33460

Attn: Blair Simpson

Project: Barfield Hwy

RE: Sewer Revision

Additional Sewer Structures SS-1 & SS-3, 8hr day of Explortory Excavation,  
Buy out of original premade sewer structures.

The following is our cost summary for work performed to; Furnish & Install new proposed sewer structures SS-1 & SS-3. The buyout of premade structures; SS-1, SS-2, SS-3. L&E are based one 8 hr day of exploratory soft digs. Previously directed by PBC at 4th on original proposed sewer line and AT&T Conduit as well as the second directive by PBC to softdig the new proposed sewer location centerline of the road.

DATE:

Sewer Revision

1	Labor - Exploratory Soft Digs	\$4,603.44
2	Equipment - Exploratory Soft Digs	\$2,116.00
3	Materials -	\$8,533.25

Total Amount of Proposal: \$15,252.69

Additional Days:

Please review and forward to the responsible parties for authorization.  
As always, should there be any questions, please feel free to contact our office.

Sincerely,

*Chad Rawlinson*

Chad Rawlinson

Project Manager



# Johnson-Davis Inc.

Section 2, Item C.

Job Name: Barfield Hwy  
Description of Work: Sewer Revision

Date: 5/20/2022  
JD Job #: 41792  
COR #: COR 11

## Labor: For Exploratory Only

Description	Qty	Standard Hours	Overtime Hours	Standard Rate	Overtime Rate	Total
Foreman	1	8		\$ 55.00	\$ 82.50	\$ 440.00
Operator	1	8		\$ 40.00	\$ 60.00	\$ 320.00
Operator	1	8		\$ 40.00	\$ 60.00	\$ 320.00
Pipe Layer	1	8		\$ 40.00	\$ 60.00	\$ 320.00
Skilled Laborer	1	8		\$ 38.00	\$ 57.00	\$ 304.00
Skilled Laborer	1	8		\$ 38.00	\$ 57.00	\$ 304.00
Skilled Laborer	1	8		\$ 38.00	\$ 57.00	\$ 304.00
Superintendent	1	8		\$ 58.00	\$ 87.00	\$ 464.00

**Labor Subtotal** \$ 2,776.00

Burden 0.442 \$ 1,226.99  
Markup on Labor 15.0% \$ 600.45

\$ 4,603.44

## Equipment: For Exploratory Only

Description	Qty	Hours	Rate	Total
Crew Pick-up with Hand Tools	1	8	\$ 22.00	\$ 176.00
1.75 CY Backhoe	1	8	\$ 125.00	\$ 1,000.00
3.50 CY Loader	1	8	\$ 67.00	\$ 536.00
Superintendent Vehicle	1	8	\$ 16.00	\$ 128.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

**Equipment Subtotal:** \$ 1,840.00

Markup on Equipment 15.0% \$ 276.00

\$ 2,116.00

## Material

Description	Qty	Unit	Rate (w/tax)	Total
Material Price Difference to purchase new manholes	2	EA	\$ 271.78	\$ 543.56
Sewer Structure SS-1	1	EA	\$ 2,663.23	\$ 2,663.23
Sewer Structure SS-2	1	EA	\$ 2,663.23	\$ 2,663.23
Sewer Structure SS-3	1	EA	\$ 2,663.23	\$ 2,663.23
				\$ -

**Material Subtotal:** \$ 8,533.25

\$ 8,533.25

## Subcontractor

Description	Qty	Unit	Rate	Total

**Subcontractor Subtotal:** \$ -

Markup on Subcontractors 10% \$ -

\$ -

**Total:** \$ 15,252.69

Comments:





JOHNSON-DAVIS INC.

Contractors

604 HILLBRATH DRIVE  
LANTANA, FL 33462-1694

PHONE: 561-588-1170 FAX: 561-585-5252  
CU-C043087

Subject: Labor Burden Certification

I, John P. Stanley, the Chief Financial Officer of Johnson-Davis, Inc., certify that the following statements are true and correct. The following information is submitted pursuant to Specification 4-3.2.1:

Burden Rate Breakdown									
Workers Compensation	State Unemployment & Federal	FICA	Vacation, Holiday, Personal Time, Bereavement Pay	Health / Dental Insurance	Life Insurance	401(K)	G/L Ins.	Disability Insurance	DFWP
0.065	0.062	0.0765	0.07	0.095	.0017	0.04	0.022	0	0.01

**TOTAL BURDEN RATE = 44.2%**


If you have any questions or require any additional information, feel free to contact me.

Thank you,

  
John Stanley  
Chief Financial Officer

State of Florida, County of Palm Beach

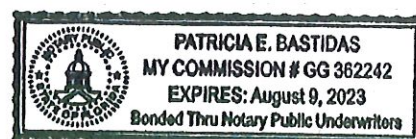
Sworn and Subscribed before me this 19 day of May, 2022



Notary Public

Personally Known to Me

My Commission Expires: Aug. 9, 2023



• *Heavy Construction* • *Underground Utilities* •  
Main office: 604 Hillbrath Drive- Lantana, FL 33462 • Phone: 561-588-1170 • Fax: 561-585-5252  
Ft. Pierce Office: 863 S. Kings Hwy- Ft. Pierce, FL 34945 • Phone: 772-468-9200 • Fax: 772-468-9202



# CONTRACT PLANS COMPONENTS UTILITY PLANS

INDEX OF ROADWAY PLANS	
SHEET NO.	SHEET DESCRIPTION
W-01	KEY SHEET
W-02 - W-03	TYPICAL SECTION
W-04	GENERAL NOTES
W-05 - W-09	WUD STANDARD DETAILS
W-10 - W-18	PLAN - PROFILE SHEETS

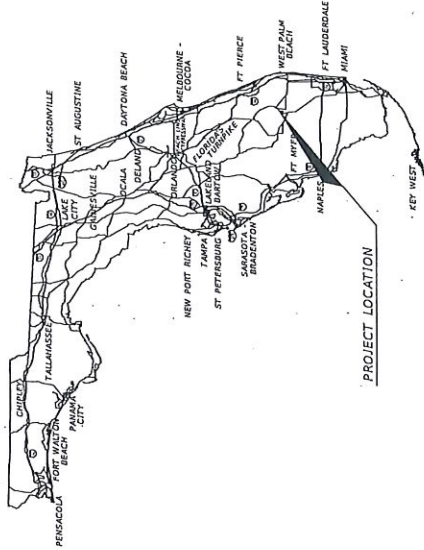
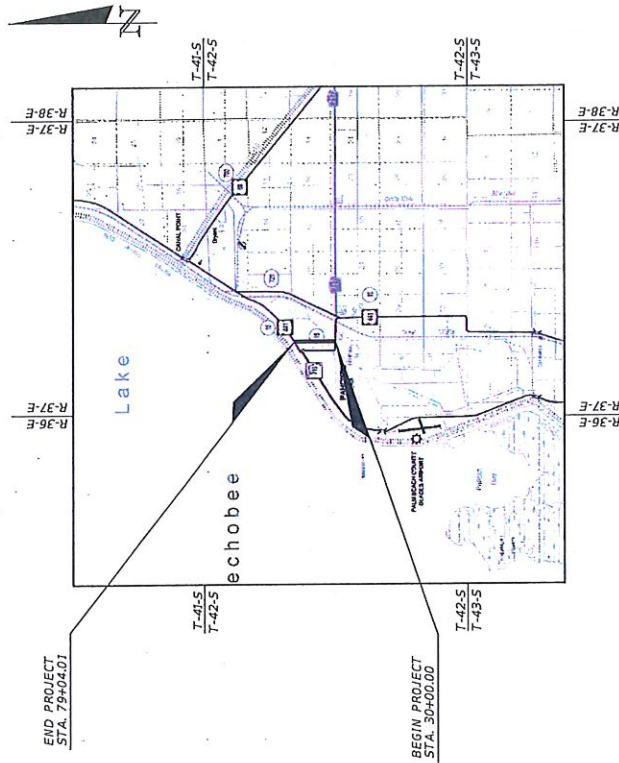
## CITY OF PAHOKEE

### CONTRACT PLANS

FINANCIAL PROJECT ID 442030-1-54-01

PALM BEACH COUNTY

BARFIELD HIGHWAY - WATER MAIN REPLACEMENT



THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL  
PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED  
AND THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

ROADWAY PLANS  
ENGINEER OF RECORD:

RODERICK MYRICK, P.E. NO. 56969  
AE ENGINEERING, INC.  
219 N. NEWMAN ST., 4TH FLOOR  
JACKSONVILLE, FL 32202  
CERTIFICATE OF AUTHORIZATION: 27212

REVISIONS:  
A FINANCIAL PROJECT ID 442030-1-54-01  
Utility Sheet: W-13, W-14.  
(Revised 12-20-2021)

GOVERNING STANDARDS AND SPECIFICATIONS:  
The Palm Beach County Water Utilities Department's "Minimum Design  
And Construction Standards for Potable Water, Reclaimed Water And  
Wastewater Systems" Effective The Date Of Plan Approval By Palm  
Beach County Water Utilities Department And Special Provisions Thereof  
If Noted In the Contract Specifications For This Project.

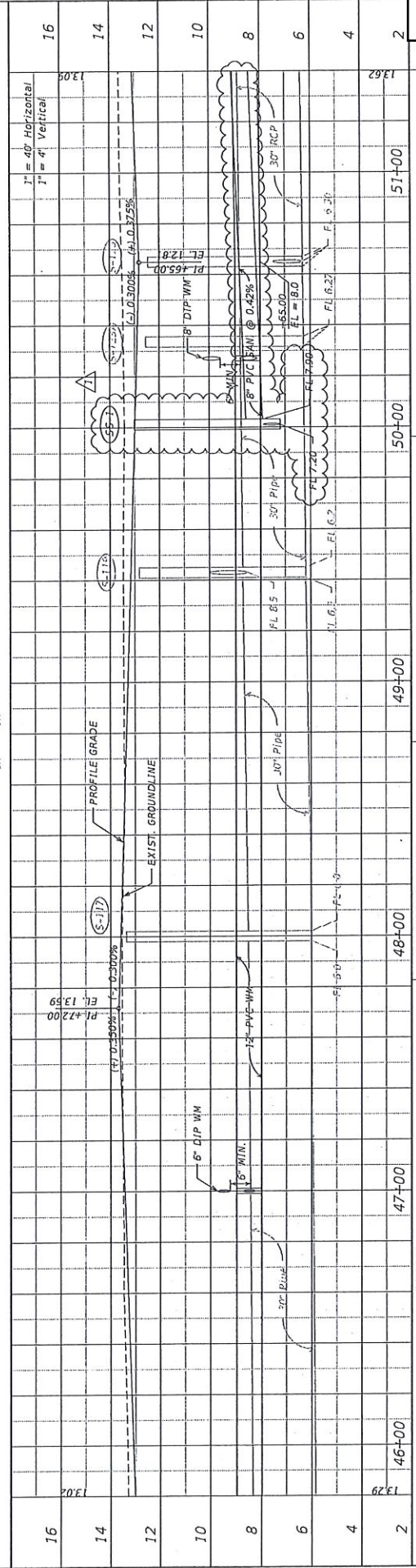
Section 2, Item C.

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Charlie Tran

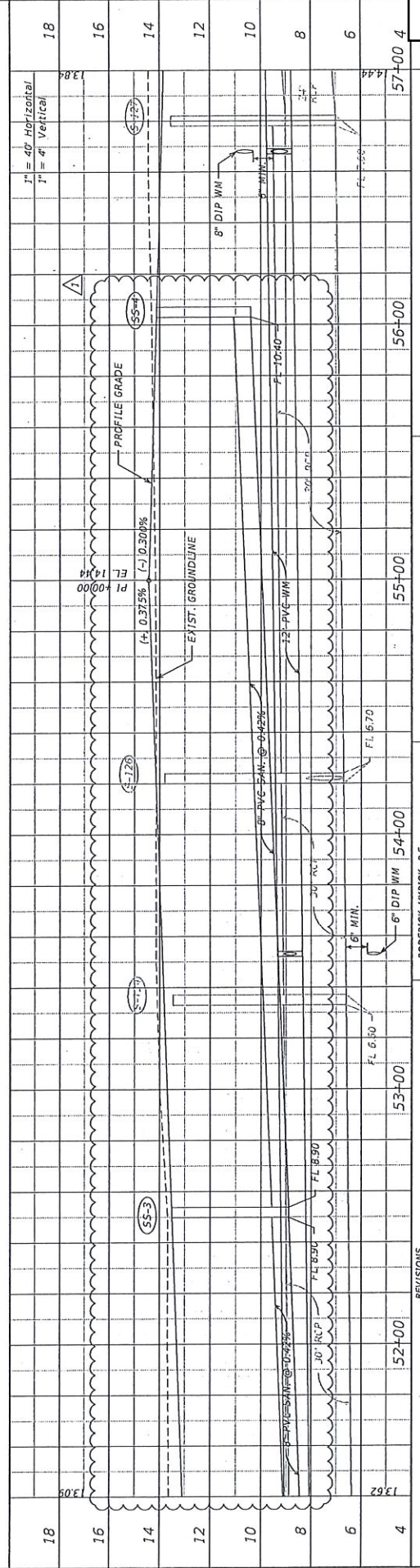
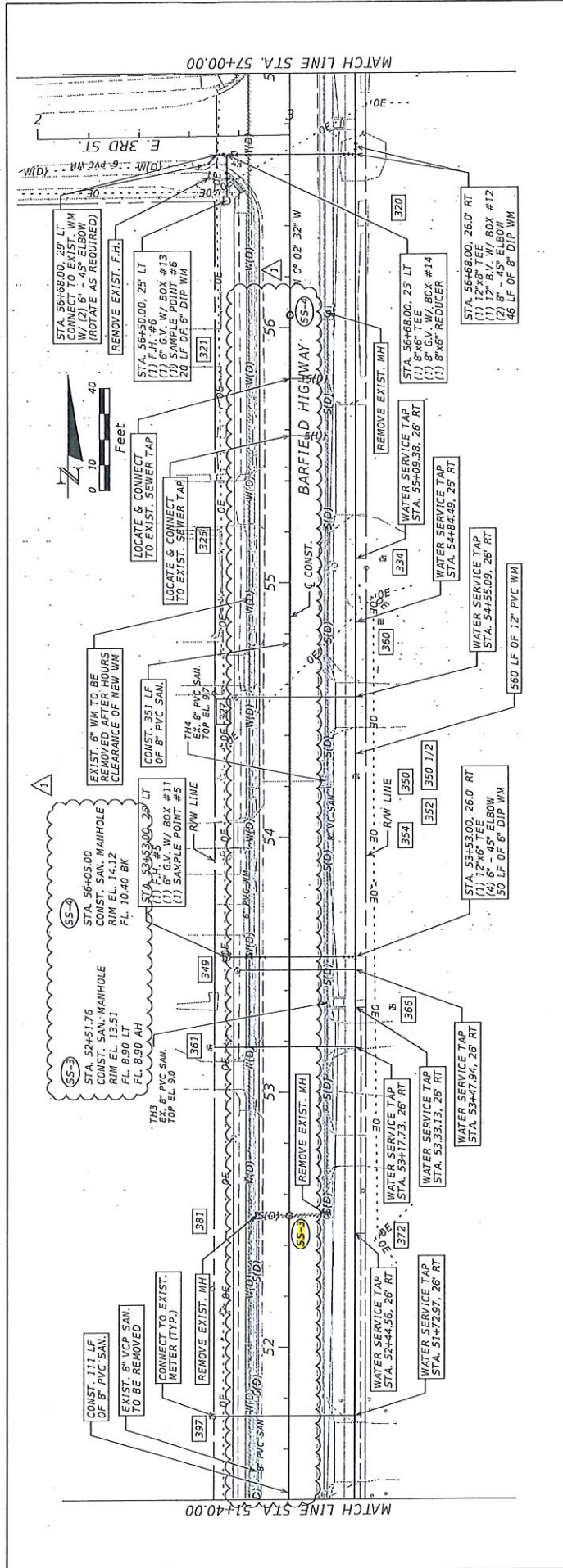




REVISIONS		CITY OF PAHOKEE		WATER MAIN REPLACEMENT		51
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID
12-20-2021	Δ REVISED 55-1.					
		RODERICK WYRICK, P.E. P.E. LICENSE NUMBER 56969 AE ENGINEERING, INC. 219 N. NEWMAN STREET, 4TH FLOOR JACKSONVILLE, FL 32202 CERTIFICATE OF AUTHORIZATION: 2722		PALM BEACH		442030-154-01



Section 2, Item C.



DATE		DESCRIPTION	DATE	REVISIONS	
12-20-2021	Δ	REMOVED SS-2 AND REVISED SS3 AND SS-4.			
CITY OF PAHOKEE		CITY OF PAHOKEE			
ROAD NO.		COUNTY	FINANCIAL PROJECT ID		
PALM BEACH		442030-154-01			
RODERICK MYRICK, P.E.		RODERICK MYRICK, P.E.			
P.E. LICENSE NUMBER 56969		P.E. LICENSE NUMBER 56969			
AE ENGINEERING, INC.		AE ENGINEERING, INC.			
219 N. NEWMAN STREET, 4TH FLOOR		219 N. NEWMAN STREET, 4TH FLOOR			
JACKSONVILLE, FL 32202		JACKSONVILLE, FL 32202			
CERTIFICATE OF AUTHORIZATION: 2722		CERTIFICATE OF AUTHORIZATION: 2722			
12/21/2021 12:59:01 PM		12/21/2021 12:59:01 PM			
Charlie Tran		Charlie Tran			



**CONCRETE PRODUCTS**  
OF THE PALM BEACHES, INC.

460 Avenue S.  
Riviera Beach, FL 33404  
OFFICE FAX-561-842-6387  
OFFICE NO.-561-842-2743

**No. 11101**

Page: 1 of 1

Date: 1/21/22

JOB NO.: \_\_\_\_\_

TO:

JOB NAME:

JOHNSON DAVIS

BARFIELD HIGHWAY SANITARY  
MANHOLE REMAKES

ATTN: CHAD

Quantity	Item Description	Unit Price	Extended Total
2	Type 48" Dia. Sanitary Manhole w/ USF 420-KD w/ Boots & Agru-Liner 0'-6'	\$2,743.00	\$5,486.00
1	Type 48" Dia. P-8 Storm Manhole w/ USF 170-XB w/ NO Sump	\$1,383.00	\$1,383.00
	Any Type of Baffle, Skimmer or Weir BY OTHERS		
NOTES:		TOTAL	\$6,869.00
ADD TAX			

All Quotations/Proposals prices are good for 30 days. After 30 days, prices will be adjusted to reflect any increases in materials (Cement, Steel, Aggregates, castings, etc.)  
ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

DATE OF ACCEPTANCE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
QUOTED BY MICHAEL P. LOWE

**Quotation/Proposal**





**CONCRETE PRODUCTS**  
OF THE PALM BEACHES, INC.

460 Avenue S.  
Riviera Beach, FL 33404  
OFFICE FAX: 561-842-6387  
OFFICE: 561-842-2743  
CELL NO: 561-358-3332 EMAIL --jdick@cppb.us

**No. 122920**

Page: 1 of 1

Date: 31-Dec-20

TO:

JOB NAME:

BIDDERS

BARFIELD HIGHWAY FDOT  
442030 1 54 01

ESTIMATING

Quantity	Item Description	Unit Price	Extended Total
2	84" STRAIGHT ENDWALLS CLASS II CONC.	\$14,000.00	\$28,000.00
1	TYPE 9 CURB INLET W/ USF 5130-6016<10	\$1,300.00	\$1,300.00
16	P5 INETS W/PRECAST THROAT, USF 6310 <10	\$1,650.00	\$26,400.00
10	P6 INLETS W/PRECAST THROAT, USF 6310 <10	\$2,043.00	\$20,430.00
3	J5 INLETS W/PRECAST THROAT, USF 6310 <10	\$1,986.00	\$5,958.00
4	J6 INLETS W/PRECAST THROAT, USF 6310 <10	\$2,576.00	\$10,304.00
8	TYPE C MOD INLTS W/TOP SLAB <10	\$1,058.00	\$8,464.00
1	TYPE V INLET W/ USF 6651 PTD <10	\$1,312.00	\$1,312.00
1	P7 MANHOLE W/ USF 170-XB <10	\$1,176.00	\$1,176.00
1	J8 MANHOLE W/ USF 170-XB >10	\$5,054.00	\$5,054.00
4	48RD SAN MANHOLES W/BOOTS,AGRU,JT WRAP. USF 420-KD 0/6	\$2,489.00	\$9,956.00
	RAMNEK 80.00/BOX. BUTYL 150.00/BOX. CAPWELDS INCLUDED.		
NOTES:		<b>TOTAL</b>	<b>\$118,354.00</b>
			<b>Plus Tax</b>

All Quotations/Proposals prices are good for 30 days. After 30 days, prices will be adjusted to reflect any increases in materials (Cement, Steel, Aggregates, castings, etc.)

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

DATE OF ACCEPTANCE

SIGNATURE

QUOTED BY JEFF DICK

**Quotation/Contract**



**Atlas Surveying & Mapping, Inc.**  
**612 Skylake Dr.**  
**West Palm Beach, FL 33415**  
**Office 561-640-4069**  
**Cell 754-224-7441**  
**email: mjc2239@gmail.com**

April 27, 2022

**CHANGE ORDER # 2**

Rosso Site Development

RE: Agreement for Professional Land Surveying Services  
And Construction Stake-out Services for the  
Construction of Barfield Highway

In accordance with your request, this agreement between Atlas Surveying & Mapping Inc. ("CONSULTANT") and Rosso Site Development ("CLIENT") for professional surveying services is submitted for your consideration and approval.

**ADDITIONAL SURVEYING & MAPPING SERVICES**

**Re-Stake (4) Sanitary Sewer Manholes**

Field Staking ..... \$ 2,075.00  
Project Manager ..... \$ 85.00  
PSM / Principal ..... \$ 150.00

**Total CO #2 Lump Sum Fee ..... \$ 2,310.00**

As to CONSULTANT  
Atlas Surveying & Mapping Inc.

As to CLIENT  
Rosso Site Development

\_\_\_\_\_  
Kenneth Drury, P.S.M.  
President  
Date:\_\_\_\_\_

\_\_\_\_\_  
Name  
Title  
Date:\_\_\_\_\_



**Bond & General Liability Insurance Breakdown**

Bond Percentage	1.44%
General Liability	.648%



## AGENDA

### MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, INTERIM CITY MANAGER

FROM: Jongelene Adams

SUBJECT: Community & Economic Development Department

DATE: 10<sup>th</sup> June 2022

---

**GENERAL SUMMARY/BACKGROUND:**

The City of Pahokee, Florida ("City") and the Florida Department of Transportation ("FDOT") desire to supplement the State-Funded Grant Agreement entered into and executed on February 21, 2019 funding certain roadway resurfacing projects in the City ("Agreement") to extend the completion deadline therein set forth to December 31, 2022 and to modify the deliverables set forth in Exhibit "A" of the State Funded Grant Supplemental Agreement No. 5 to the Agreement.

**BUDGET IMPACT:** N/A

**LEGAL NOTE:** N/A

**STAFF RECOMMENDATION:**

The Department of Community & Economic Development recommends Mayor & City Commission approve Resolution 2022 – 23.

**ATTACHMENTS:**

Resolution 2022 – 23  
State-Funded Grant Supplemental Agreement NO. 5

# RESOLUTION 2022 - 23

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 5 TO THE STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT (G-1605) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).**

**WHEREAS**, the City of Pahokee and the Florida Department of Transportation (FDOT) desire to enter into an amendment to the State-Funded Grant Agreement executed by the parties on February 21, 2019; and

**WHEREAS**, the parties desire to enter into the agreement attached hereto as Exhibit "A"; and

**WHEREAS**, all provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by the supplemental agreement.

**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 3.** Authorization of City Manager. The City Commission of the City of Pahokee hereby authorizes the City Manager to execute the amendment and take all necessary and expedient action to effectuate the intent of this Resolution.

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

**PASSED and ADOPTED** this 14th day of June, 2022.

ATTESTED:

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

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

APPROVED AS TO LEGAL  
SUFFICIENCY:

---

Burnadette Norris-Weeks, PA  
City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Boldin

Commissioner Gonzalez

Commissioner Perez

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**Exhibit "A"**

**State-Funded Grant Supplemental Agreement No. 5**

(ATTACHED)

**STATE-FUNDED GRANT  
SUPPLEMENTAL AGREEMENT**

PRO

Section 2, Item D.

SUPPLEMENTAL NO.

5

CONTRACT NO.

G-1605

FPN

443363-2-54-01Recipient: CITY OF PAHOKEE

This Supplemental Agreement ("Supplemental"), dated \_\_\_\_\_ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on February 21, 2019 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

---

---

The parties agree that the Agreement is to be amended and supplemented as follows:

This amendment extends the term of this Agreement from June 30, 2022 to December 31, 2022.

Paragraph 3 of the Agreement is amended as follows:

This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 30, 2022. If the Recipient does not complete the Project within this time period, the Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in the Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under the Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of the Agreement, unless otherwise agreed by the Parties, in writing.

Reason for this Supplemental and supporting engineering and/or cost analysis:

The City of Pahokee experienced changes in Administrative staffing which impacted their availability and resources over the past 12 months. Therefore, this Supplement Agreement extends the terms of the executed Stated Funded Grant Agreement (SFGA) to align with the anticipated construction schedule and avoid agreement expiration prior to project completion. The City plans to advertise the project from Thursday, June 9, 2022 to Thursday, June 23, 2022, with an anticipated Project Letting/ Bid opening on Wednesday, June 28, 2022.



**STATE-FUNDED GRANT  
SUPPLEMENTAL AMENDMENT**

PROGR

**Section 2, Item D.**

Page 2 of 2

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date(s) below.

FDOT  
State of Florida, Department of Transportation

City of Pahokee

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

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

Print Name: STEVEN C. BRAUN, P.E.

Print Name: \_\_\_\_\_

Title: Director of Transportation Development

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Review:

As approved by the Board on:

\_\_\_\_\_  
See attached Encumbrance Form for date of  
funding approval by Comptroller

\_\_\_\_\_  
Attest: \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
City Attorney



## AGENDA

### MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, INTERIM CITY MANAGER

FROM: Lynne Ladner

SUBJECT: Update of City Travel Policy – Meals Section

DATE: June 6, 2022

---

#### **GENERAL SUMMARY/BACKGROUND:**

The City of Pahokee has not updated the Travel policy meals section regarding Per Diem costs since its adoption in 2013. In that time costs for meals when travel have increased significantly and the result has been that elected officials and employees are paying increasing amounts out of pocket to pay for meal costs when traveling for City business.

**BUDGET IMPACT:** There will be an overall impact but the total cost for FY 2022 is unknown at this time. There are limited amounts of travel remaining in the fiscal year and it will be necessary to budget for an increase in this amount for future years.

**LEGAL NOTE:** By utilizing a rate standardized by the US General Services Administration takes the guessing out of the equation and provides a standard annual review policy to adjust higher or lower as necessary and as the economy makes those adjustments similar to the annual IRS mileage reimbursement rates for travel using personal vehicles.

**STAFF RECOMMENDATION:** Amend the City of Pahokee Travel Policy Section title Meals to read: The City will reimburse employees for approved overnight travel up to the per diem rates set by the U.S General Services Administration and Adjusted Annually for the current FY for the State of Florida using the Standard Rate (as applies to all locations without a specified rate).

**ATTACHMENTS:** Resolution 2022 - 24  
 City of Pahokee Travel Policy – June 2013  
 U.S. General Services Administration FY 2022 Per Diem Rates for  
 Florida – Standard Rate Highlighted

## RESOLUTION NO. 2022 - 24

### A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AMENDMENTS TO THE CITY OF PAHOKEE'S PERSONNEL RULES AND REGULATIONS AS SET FORTH IN EXHIBIT "A" HERETO; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Pahokee City Commission ("City Commission") desires to amend its Personnel Rules and Regulations as set forth in Exhibit "A" hereto; and

**WHEREAS**, the Personnel Rules and Regulations serve as guidelines and policies for governance of personnel matters for all city employees, including employee conduct, workplace conditions, drug and alcohol policies, policies that implement state and federal employment laws, and other aspects of public employment and city service; and

**WHEREAS**, these Rules and Regulations are intended to apply to all city employees that do not have an employment contract with the City and to all city employees with employment contracts that do not already address these policy issues; and

**WHEREAS**, the policies contained in Personnel Policy and Employee Manual, attached to this resolution as Exhibit A, and incorporated herein by this reference, are general guidelines for the City's current employment practices and workplace procedures. They are not intended to be a contract, expressed or implied, or any type of promise or guarantee of specific treatment upon which employees may rely, nor a guarantee of employment of any specific duration; and

**WHEREAS**, City Commission desires to amend the Personnel Rules and Regulations to: 1) prohibit pets in the workplace absent certain exceptions supported by state or federal law; 2) prohibit personal deliveries to the workplace of any kind; and 3) establish standard travel reimbursement rates, procedures, and limitations, with certain justifiable exceptions and exemptions, applicable to all employees in accordance with §112.061, Florida Statutes; and

**WHEREAS**, amendment of the City of Pahokee's Personnel Rules and Regulations is in the best interest of the City.

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

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

**Section 2.**    Authorization and Approval.    The City Commission of the City of Pahokee hereby adopts, authorizes and approves amendments to the City’s Personnel Rules and Regulations, as set forth in Exhibit “A” hereto.

**Section 3.**    Authority of Interim City Manager.    The Interim 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 14th day of June 2022.

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

**ATTEST:**

\_\_\_\_\_  
Tijauna Warner, 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)



# CITY OF PAHOKEE

## PERSONNEL RULES & REGULATIONS

207 Bacom Point Road  
Pahokee, FL33476

June 11, 2022

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## **NOTICE**

This manual contains certain policies of the City of Pahokee relating to your employment. The policies serve as guidelines to help City employees: (1) understand the personnel program of the City; (2) clarify action to be taken to minimize the possibility of unauthorized personnel action; and (3) work together in achieving our common goals.

The contents of this Manual are presented for your information. Nothing in this Manual is intended to, or shall create any contractual obligation of any kind. Every employee is an at-will employee. The City reserves the right to terminate an employee at any time. No promise of employment or employment-related benefit(s) for any specific period of time is offered, established, or to be implied, in or from anything in this Manual, and no representative of the City has any authority to enter into any agreement for employment for any specified period of time or agreement for remuneration or any other benefit of employment, except the City Commission. Any oral or written statements or promises to the contrary are expressly disavowed and should not be relied upon by any existing or prospective employee.

All provisions in the Manual are subject to change by the City at any time if it is in the best interests of the City to do so.



PREFACE

Out of a desire to assist City employees to understand the role of key individuals and groups who play a major part in administering the personnel function, it is appropriate to include in this introduction a brief description of the roles that those key participants play.

Form of government

The commission-manager form of government combines the strong political leadership of elected officials of a governing body with the strong managerial experience of an appointed local government manager. The commission-manager form establishes a representative system where all power is concentrated in the elected commission and where the commission hires a professionally trained manager to oversee the delivery of public services. The City of Pahokee has operated under a commission-manager form of government for several years.

Role of City Commission

In a commission/manager form of government, the role of a city commissioner is to make policy decisions on issues that are responsive to citizens' needs and wishes. For example, the Commission approves the budget and determines the tax rate. The Commission approves the personnel policy. The Commission also focuses on the community's goals, major projects, and long-term issues such as community growth, land use development, capital improvement plans, capital financing, and strategic planning. Under the City's Charter, the City Commission is not permitted to be involved in the day-to-day operations of the City. The Charter requires the City Commission to hire a City Manager to carry out the Commission's policy and ensure that the entire community is being served.

Role of City Manager

Under the City's Charter, the City Manager is responsible to carry out the Commission's policies and the day-to-day operations for all departments in the City. These responsibilities include administering and implementing the personnel policy. The City Manager has the sole authority to recruit, promote, suspend, discipline or discharge employees; to establish work, productivity and performance standards; and to introduce new or improved methods, staffing, equipment or facilities. The City Manager serves the community and brings the benefits of training and experience in administering local government projects and programs on behalf of the City Commission. The City Manager prepares a budget for the Commission's approval; and serves as the Commission's chief adviser. The City Commission and citizens count on the City Manager to provide complete and objective information, pros and cons of alternatives, and long-term consequences. The City Manager makes policy recommendations to the Commission, which the Commission may adopt, modify or reject. The City Manager is bound by whatever action the City Commission takes. The city manager's agreement/contract may operate differently in many areas as it pertains to vacation, sick, salary, termination, or resignation.

Department/Division Heads and Supervisors

Department/Division Heads and supervisors are responsible for directing the work of departments and assisting the City Manager in carrying out the procedures in the personnel policy within their respective departments. Department Heads are responsible for determining work assignments and methods as well as maintaining necessary discipline.

### Non Supervisory Employees

Every employee is an integral part of the City's day-to-day operations and plays a major role in delivering City services to residents. Each new employee shall be introduced to the Commission as soon as possible upon being hired. Personnel rules, policies and procedures should facilitate the performance of work in a professional manner, with a minimum amount of red tape and procedure. Employee input can also be of value in periodically reviewing City policies and rules. The point of view of employees as groups and individuals should be given consideration in the decision-making process.

### **MANAGEMENT RIGHTS**

The City Manager possesses the sole and exclusive right and authority to operate and direct the employees of the City and its various departments in all aspects. These rights include, but are not limited to, the following illustrations of authority:

1. To plan, direct, and control the means and places of operations or services to be conducted by employees of the City;
2. To schedule and assign work;
3. To direct the working forces, create job descriptions and positions;
4. To assign overtime;
5. To employ and assign or to transfer employees within the City organization;
6. To promote, designate salary, suspend, discipline or discharge employees;
7. To lay off or otherwise relieve employees;
8. To introduce new or improved methods, equipment or facilities;
9. To specify and contract out for goods and services;
10. To establish work, productivity and performance standards;
11. To take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency as may be declared per Section 2-1(d) of the Code of Ordinances. The Mayor, in consultation with the City Manager and PBSO, shall determine if civil emergency conditions exist, which may include, but not be limited to, riots, civil disorders, tornado conditions, hurricane conditions, floods or other similar catastrophes;
12. The Mayor and the City Commission have the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted thereto.
13. The City Manager may delegate his authority to the appropriate staff member, except that only the City Manager has authority to approve the hiring or termination of any employee.

**DEPARTMENT RULES**

These Personnel Rules and Regulations do not limit the power and authority of any Department/Division Head to make departmental rules and regulations governing the conduct and performance of employees. However, Departmental Rules and Regulations shall not conflict with provisions of these rules, and any such rules shall be published and a copy furnished to each employee to whom they apply. Such Rules and Regulations, when approved, published, and distributed as herein provided, shall have the force and effect of rules of that department/division and disciplinary action may be based upon breach of any such rules and regulations.

**RELEASE OF INFORMATION**

All public information requests are to be directed to the City Clerk and/or the City Manager. Employees shall not release such information without specific authorization or as may be authorized by City rules and regulations.

**POSITIONS COVERED BY THESE RULES AND REGULATIONS**

These personnel rules and regulations shall apply to the following positions:

- 1. The City Manager and Clerk, with the exception of the Grievance and Termination provisions; and
- 2. All fulltime and part-time employees, as provided in this manual.

**SICK AND VACATION POLICY FOR CITY MANAGER AND CITY CLERK**

The City Manager shall notify the Mayor if he/she is ill and unable to work. The Mayor shall approve of vacation time requested by the City Manager or City Clerk in advance. The City Clerk must obtain prior approval from the City Manager or Mayor to be absent from work, attend conferences, etc. The City Commission shall be consulted for vacation time exceeding one week. The City Manager shall notify the Mayor by phone or email of vacations and shall indicate who should be contacted in his/her absence.

**MATTERS NOT COVERED BY THESE RULES AND REGULATIONS**

A matter not covered within the personnel rules and regulations shall be governed by practices and procedures of the City, or as otherwise required by law.

**BACKGROUND SCREENING POLICY**

Purpose of Background Screening

The City of Pahokee requires a background screening for all full-time and part-time employees. The background screenings are required once a conditional offer of employment has been extended by the City of Pahokee Human Resources Department and when employees are transferred or promoted (as deemed necessary).

Background screenings serve as an important part of the hiring and selection process at the City of Pahokee. This information is collected as a means of promoting a safe work environment for current and future City of Pahokee employees. Background screenings will include, but are not limited to, criminal history checks, drivers' license checks, and past employment verifications.

Policy and Procedures

The City of Pahokee will ensure that all background screenings are completed in compliance with all federal and state statutes. When a criminal history record check is required, the internal or external applicant for the position must authorize, in writing, the background investigation using the City-provided form. All background screenings will be initiated and processed by and through the City of Pahokee's Human Resources Department.

Level I Background Screenings will be conducted on all full-time and part-time employees within the City of Pahokee's Public Services Department, Cemetery Department and City Hall through FDLE. Level II Background Screenings will be conducted on all full-time and part-time employees within the City of Pahokee's Parks and Recreation Department following the Florida statutes and the Department of Children and Families.

Although a disqualification is possible, in accordance with federal and state statutes, a previous conviction does not automatically disqualify an applicant from consideration for employment with the City of Pahokee. Depending on a variety of factors, (for example, the nature of the position, the nature of the conviction, age of the applicant when the illegal activity occurred), the applicant may still be eligible for employment with the City of Pahokee (see, Review and Use of Background Information, below).

However, if an applicant attempts to withhold information or falsify information pertaining to previous convictions, the applicant will be disqualified from further employment consideration in any position with the City. Employee transfers and/or promotions within the City will require a background screening. If the employee is found to have falsified any information, the employee may be immediately discharged.

Operation of Motor Vehicle

Each applicant who seeks a position requiring the operation of motor vehicles shall undergo a motor vehicle record check. Traffic offenses and misdemeanor offenses shall not automatically disqualify an applicant from employment.

Review and Use of Background Information

Each applicant's history shall be reviewed in relationship to the job sought, including:

1. Age at time of offense, and how long applicant has gone without offenses;
2. Type of record (does it relate to a safety issue, financial issue, violence, sexual misconduct, etc.);
3. Does record show repetitive offenses;
4. Current status (has applicant successfully completed probation, rehabilitation programs, have applicant's rights been restored in the case of a felony);
5. Any other relevant matters.

The Human Resources Director and City Manager will evaluate all applicants' knowledge; skills and abilities in relation to the position sought and decide whether or not to offer the applicant the position. The City Manager, as part of the employment offer, may extend the probationary period of any applicant with a criminal or motor vehicle history that reveals offenses.



Recordkeeping

All information attained from the background screening process will only be used as part of the employment process.

**RESIDENCY**

Residency within the City or at any specific distance from the City is not a prerequisite for initial or continued employment unless specifically required by the Charter. NO employee will be denied employment based solely on residency or distance from the City of Pahokee.

**PROHIBITION OF EMPLOYMENT OF RELATIVES**

1. Relatives of any City Commissioner or Mayor in the City are disqualified from being hired as a charter officer, as defined in Article III of the City of Pahokee Charter, during the term for which said official holds office. Should a relative already be employed as a Charter Officer by the City at the time of election, that employee is prohibited from attempting to influence the Commission member's vote on any issue related to the operation of the City.
2. City employees are prohibited from hiring, recommending the hiring or promotion of, or supervising, a relative.
3. Relative is defined as spouse, child, parent, sibling, uncle, aunt, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, stepfather, stepmother, stepson, stepdaughter, half-brother or sister.
4. CITY COMMISSIONERS AND THE MAYOR ARE PROHIBITED FROM HIRING, RECOMMENDING THE HIRING OF, OR PROMOTION OF A RELATIVE PURSUANT TO STATE LAW.

## **POLICY ON ROMANTIC RELATIONSHIPS AT WORK**

In the course of business operations, we have found that work relationships are usually more productive and rewarding if these relationships remain professional in nature and business oriented. If a sound and secure business relationship is impaired by emotional or personal involvement, all of us can be affected adversely -- employees, management and customers. As an example, a manager dating another employee could be viewed by others as favoritism or discrimination and could provide a basis for a serious employee morale problem.

Therefore, we have established a policy on romantic relationships at work which states that no supervisor or member of management is allowed to date or maintain a romantic relationship with any employee under his or her direct or indirect supervision. In addition, no supervisor or member of management may date or maintain a romantic relationship with any employee whose duties could create a real or apparent conflict of interest. Should a romantic relationship develop, it is the supervisor's responsibility to notify management so that appropriate preventive action may be taken. Violation of this policy may be grounds for disciplinary action, up to and including dismissal from employment.

## **PROBATIONARY PERIOD**

### Defined

The probationary period shall be an integral part of the examination process and shall be utilized as an opportunity to observe an employee's work, to train the employee, and/or to reject any employee whose work performance fails to meet required work standards. A probationary employee may be terminated at any time during the probation period. The probation period shall be ninety days (90) from the first day of work.

### Positions Subject to Probation

The following positions are subject to a probationary period of ninety (90) days:

- A. Initial employment of any position.
- B. Transfer to another position.
- C. Re-employment (after thirty (30) days from separation).

### Extension

If an employee is absent from work for more than 15 working days during the probationary period for any reason, such absence shall serve to extend the probationary period by the length of the absence.

### Layoff

If an employee with a satisfactory record is laid off during a probationary period and he/she is subsequently re-appointed to the same position in the same department, he/she shall be given credit for the portion of the probationary period completed before he/she was laid off.

Use of Vacation Leave

Employees shall accrue, but are not eligible to use vacation time during their probationary period. Employees may request to use vacation time accrued during the probationary period prior to the end of the probationary period, but this request must be approved in writing by both the Department Head and the City Manager prior to use. Should an employee who uses vacation time during his/her probationary period no longer be employed at the end of the probationary period for any reason other than the death of said employee, vacation time used will be deducted from the final paycheck of said employee.

Supervision of Performance

Supervisors shall observe the employee's work performance and shall counsel a probationary employee whose work performance is marginal or inadequate.

Completion of Probationary Period

Prior to the completion of the employee's probationary period the supervisor, with the approval of the Department/Division Head, will recommend one of the following actions to the City Manager:

- A. Recommend that the employee be removed from probationary status, and receive any associated pay increase.
- B. Recommend that the employee's probationary period be extended for a period not to exceed three (3) months, at which time the employee will not receive a pay increase until performance is deemed satisfactory.
- C. Recommend that the employee be dismissed.
- D. Recommend that the employee be demoted or returned to a former position in which he/she has regular status, unless the reasons for his/her failure to complete his/her probationary period would be cause for dismissal.
- E. Recommend with approval from City Manager rate increase.

None of the foregoing actions shall be subject to review or appeal by the employee.

Notice

An employee who has completed one (1) year of probationary service (i.e., probation was extended),and who has not received before completion of one (1) year service a written notice from the City that the employee's services are terminated or that the probationary period has been extended, shall be considered to have successfully completed the probationary period.

**PHYSICAL EXAMINATIONS**

Examination Required

Every full-time employee, part-time, seasonal and/or temporary employee as designated by the City Manager, who has been offered a position with the City, shall undergo and satisfactorily pass a complete physical examination prior to probationary appointment by the City. The purpose of this examination is to

determine whether the prospective employee possesses the standards of health and fitness required for the position for which he/she will be appointed.

A physician's certificate shall be completed for all pre-employment physicals. The examining physician shall be appointed by the City. The City will pay for the initial physical.

#### Additional Medical Tests

Additional medical tests may be required if the initial examination findings dictate them. The initial examination and any additional medical tests shall be conducted by a physician or physicians appointed by the City and at the City's expense.

#### Special Physical Examinations and Medical Tests

The City Manager or a Department/Division Head may require any employee to undergo a physical examination or medical test at any time when, in the judgment of such City official, a reasonable suspicion exists that such City employee is not able to perform the job to which they have been assigned. All such examinations and tests shall be performed by a physician or physicians appointed by the City, and at the City's expense. Circumstances which may warrant a special physical examination or medical test shall include, but shall not be limited to the following:

1. An inability to perform job-related duties because of a physical or mental problem or condition.
2. The employee's return from an extended absence because of a serious injury, when time lost has exceeded thirty (30) working days.
3. The transfer of an employee to a position that requires greater physical capabilities.
4. An employee's frequent use of sick time or disability benefits.
5. An employee who is observed to be working in an impaired state due to the use of alcohol or controlled substances may be required to report immediately to a physician selected by the City for an examination and testing to determine the presence of alcohol and controlled substances.
6. An employee who has been involved in an abnormal number of on-the-job injuries or repeated recurrences of disability from a previous on-the-job injury.

#### Drug Free Work Place

The City is committed to maintaining a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, transfer, purchase, sale, or use of a controlled substance or any amount of alcohol, and/or being under the influence of alcohol or illegal drugs while on the City's property, while on duty, or while operating a vehicle or machine leased or owned by the City is prohibited. Employees shall not report for work while under the influence of medications that may adversely affect the safety of any person or property or job performance.

In keeping with the City's commitment to safety, upon reasonable suspicion that an employee is in violation of this policy, an employee may be required to submit to a drug test. Reasonable suspicion may include:

- 1) Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
- 2) Conduct or erratic behavior while at work or a significant deterioration in work performance.
- 3) A report of drug use provided by a reliable and credible source.
- 4) Evidence that an individual has tampered with a drug test during that individual's employment with the City.
- 5) Information that an employee has caused, or contributed to, or been involved in an accident while at work.
- 6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.

The City of Pahokee, Florida Drug-Free Workplace Policy, set forth in Exhibit "A", is hereby adopted.

The City reserves the right to determine which type of drug/alcohol test is appropriate — breathalyzer, hair sample, blood, and/or urine analysis. In addition, an employee who is involved in an accident while on duty may be required to submit to a drug test.

**SAFETY-SENSITIVE POSITIONS**

Subsequent to a conditional offer of employment, candidates for certain safety-sensitive full and part-time positions shall be required to undergo a drug test. These positions are safety sensitive, operate heavy equipment, machinery or City vehicles, work with children, handle cash, or include some other essential function or requirement which necessitates pre-employment drug testing from a safety perspective. Any person refusing such a test will not be employed. Employees in safety-sensitive positions are subject to random drug testing at any time, without notice or reasonable suspicion of usage of alcohol or drugs.

Employees who are undergoing medically prescribed treatment, which may limit their ability to perform on the job, must report this information to their Supervisor.

**REPORTS OF INJURY**

Safe Work Habits

Each employee is required, as a condition of employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees and to conserve City property and equipment.

Reporting

Employees who are injured while performing their duties for the City shall make an immediate report of the injury to their immediate supervisor. The failure of an employee to report an on-the-job injury shall be deemed to be grounds for disciplinary action. Every injury, including those not requiring medical attention,



shall be reported in writing to the Department/Division Head and the Human Resources Department by the injured employee’s supervisor within twenty-four (24) hours of the injury. Department/Division Heads shall be responsible for notifying the City Manager of all injuries reported by employees under their jurisdiction and shall insure that proper written reports are prepared and forwarded to appropriate officials.

Immediate Medical Care

If an employee is injured to such an extent that the employee requires immediate medical care, the employee shall go immediately to a physician designated by the City for treatment.

Return to Work

After medical attention, if the employee is released for regular light duty, if available, as determined by the department in conjunction with the Human Resources Department, the employee shall obtain from the attending physician a certification that the employee can return to work. Employees shall be required to release all medical information relative to the injury to the City or its authorized agents. In addition, the employee shall be responsible for securing the necessary documentation to justify workers’ compensation payments. In the case of an employee who has been released for light duty, said employee may be placed on light duty, if available and at the discretion of the Department/Division Head, in a temporary position consistent with the light duty conditions specified by the attending physician and at the employee’s normal rate of compensation, until such time that the attending physician releases the employee for regular duty.

**INSURANCE**

Health and Life

All full-time employees of the City and dependents are eligible to participate in the City group health and life insurance program. Insurance coverage shall commence after sixty (60) days of employment, and shall cease on the employee's final day of full-time employment with the City. A brochure describing the provisions of insurance coverage shall be furnished to each employee. Benefits and premiums are subject to change each year.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

Federal legislation requires that the City arrange for an employee to continue certain benefits that may be in force for the employee and/or his/her dependents upon the occurrence of certain events which would normally result in termination of coverage under the Plan. Further information can be obtained from the Human Resources Department.

Workers' Compensation and Unemployment

Every employee of the City is covered by workers' compensation and unemployment insurance as provided for by state statutes. The total cost of this coverage’s is paid by the City. An employee who is injured from a cause arising out of and in the course of his/her employment may be eligible for benefits under workers' compensation as provided by state law. The employee must comply with the accident reporting procedures outlined elsewhere in these Personnel Rules and Regulations.

Seat Belt

Failure to wear a seat belt could result in reduced workers’ compensation benefits if you are injured in a work-related vehicle accident.

**TUITION REIMBURSEMENT**

In order to contribute to employee development and retention the City of Pahokee has established a tuition reimbursement program. This program is designed to encourage employees to develop their professional skills by taking recognized educational courses related to their current or future career goals with the City of Pahokee.

To be eligible for the City of Pahokee Tuition Reimbursement program the employee must be considered a regular full time employee. Meaning, the employee must work a minimum of 37.5 hours per week. In addition, the employee must have completed their probationary period and be in good standings with the City of Pahokee one (1) year prior before being approved for program. The tuition reimbursement program is limited to three (3) employees per calendar year. Selections are determined on a first come first serve bases. Curriculum must align with current job description or future municipal job.

The City of Pahokee Tuition Reimbursement program shall apply only to courses in the pursuit of associate, bachelor and postgraduate degree and must be related to the same or similar field in which the employee currently works for the city. Reimbursement in the amount of 100% will be paid for the instruction or tuition fees, providing that the employee obtains a letter grade of "A". A letter grade of “B” constitutes reimbursement in the amount of 80%. A letter grade of "C" constitutes reimbursement in the amount of 40%. Reimbursement will not be paid out for any additional expenses incurred (i.e. text books, transportation, equipment, etc.).

Prior to receiving reimbursement the employee must complete a tuition reimbursement form, located in the Human Resources office. They must also obtain authorization from their immediate supervisor and the City Manager. The tuition reimbursement form and evidence of a successful grade must be submitted to the expense department within 30 days of completing the course. Reimbursement will occur as per standard City of Pahokee expense procedures.

The total tuition reimbursement costs of the City of Pahokee shall not exceed \$2,000 per employee per fiscal year (October 1st – September 30th).

The employee will be responsible for their schedule to attend classes. However, classes must be attended during off duty hours. Employees may not attend during normal working hours, without written approval by the City Manager.

All employees receiving, any reimbursement under this program must remain employed by the City of Pahokee for a minimum of one (1) year following the date the tuition reimbursement is paid to the employee. However, those employees separating from employment for whatever reason, whether voluntary or involuntary, before expiration of the required period, the employee must refund the City of Pahokee for reimbursement. The refund can be in the form of a lump sum amount or no more than 6 monthly payments upon separation date approved by the Finance Director and the City Manager.

**OUTSIDE EMPLOYMENT**

The City of Pahokee strongly discourages, but does not prohibit, outside employment subject to the following conditions. Outside employment cannot:

- 1. Be conducted on City time.
- 2. Interfere with working hours or overtime requirements of the employee's position.

3. Involve the use of City uniforms, facilities, equipment or supplies of any kind.
4. Involve the use of official information not available to the public.
5. Give the appearance to the public to be an official act of the City.
6. Create a conflict of interest, or give the appearance of impropriety.
7. Reflect adversely upon the employee or the City.
8. Be in conflict with the employee's position with the City. This shall include work which an employee would be expected to do as part of his/her normal duties; work requiring approval or review of the City, or work which would tend to influence the exercise of improper judgment on any matter coming before the employee in the course of his/her City employment.
9. Inhibits the employees' ability to perform their job with the City.

An employee must obtain permission to hold outside employment. All requests for outside employment shall be in writing and reviewed by both the employee's direct supervisor, the department head and the City Manager.

If an employee holds outside employment and is injured at their job with the City, the City shall assume no responsibility for wages lost at the outside employment as a result of the injury.

#### Injuries in Outside Employment

If an employee suffers an injury or illness during or resulting from an outside employment activity, the City will not be responsible for any workers' compensation benefits from the City.

### **DEATH OF AN EMPLOYEE**

In the event of the death of an employee, in addition to City-paid life insurance and pension benefits, if applicable, his/her designee shall receive the deceased's final paycheck and the monetary equivalent of his/her accumulated annual vacation leave and sick leave as would normally be paid to an employee upon termination of employment. The employee's estate shall surrender to the City all City uniforms and equipment in the employee's possession, prior to receipt of said payment. The City will pay the final paycheck to the person who is designated by the employee at hiring or subsequently named.

### **VEHICLE ASSIGNMENT**

Employees in the City's service will not be permanently assigned a City-owned automobile unless it is determined by the City Manager that one of the following applies:

1. The nature of the employee's work requires that the majority of his/her time is spent in field activities requiring extensive travel throughout the City.

2. The nature of the employee's work requires that he/she is on call twenty-four (24) hours a day and is expected to respond on short notice to emergencies or weather related events.
3. The nature of the employee's work requires that he/she operate specialized vehicles or vehicles with specialized equipment.
4. City vehicles, although assigned to particular individuals, are to be kept available for use by other City employees when not in use by the individuals to whom they are assigned.

### **USE OF CITY VEHICLES AND EQUIPMENT**

1. In using the City's vehicular equipment, employees must keep in mind that they are representatives of the City government and that their conduct in adhering to the rules and safety and courtesy on the road is a reflection on the City. It is imperative that such employees abide by these rules. Any fines incurred by an employee while operating a City vehicle due to traffic or parking violations shall be the sole responsibility of the employees. The City Manager has the sole authority to issue or revoke the use of all city equipment and fleet vehicles.
2. City vehicles, equipment, supplies, tools and uniforms shall not be used for private or unauthorized purposes. At no time should an employee utilize a city vehicle for personal errands or transportation. The City Manager is the only chartered member allowed a personal take-home vehicle.
3. Employees shall be responsible for the proper care and use of City vehicles and equipment and shall report promptly any accident, breakdowns, or malfunction so that repairs may be made.
4. Employees shall not dispose of City property including sale, auction, disposal, etc., without the approval of the City Manager. The City Manager shall adhere to the policy established for the sale of surplus property.
5. City vehicles and equipment storage thereon shall be properly locked whenever the vehicle is left unattended.
6. Employees, including the City Manager, are required to report any moving violations to their immediate Supervisor; supervisors should immediately report violations to the Human Resources Department.

### **USE OF CITY TELEPHONE**

1. Employees are permitted to use City telephones for personal local calls in cases of necessity. This is a privilege and not a right and may be withdrawn by the Department/ Division Head if abused through excessive use or if telephoning causes interference with work duties.
2. Employees are expected to treat callers in a helpful and courteous manner and to assist them to the extent possible in resolving their problem in a way that will reflect favorably upon the City of Pahokee.

**MILEAGE REIMBURSEMENT**

Any employee utilizing his/her private vehicle for City business as approved by the respective Department/Division Head or the City Manager, in case of Department/Division Heads shall be entitled to reimbursement in accordance with Florida Statutes.

**PERSONAL BELONGINGS LOST, DAMAGED OR  
DESTROYED IN THE PERFORMANCE OF DUTY**

Employees bringing personal property to work do so at their own risk. Employees suffering damage or loss of personal belongings on-the-job will not be reimbursed by the City.

**CHANGE OF NAME, ADDRESS, MARITAL OR FAMILY STATUS**

Employees shall report all changes in name, address, telephone number and marital or family status to Human Resources within 72 hours.

**IDENTIFICATION CARDS**

Identification cards may, at the discretion of the City Manager, be issued to employees for use in the performance of official business for the City such as identification to citizens or to local merchants when making an inspection or authorized purchase. Any use of the ID card for nonofficial business is prohibited.

The employee's Department/Division Head or supervisor shall be notified immediately if an ID card is lost or stolen. Upon termination of employment, the ID card shall be surrendered to the employee's Department/Division Head.

**PAYROLL INFORMATION**

Pay Periods

Employee salaries shall be payable on a biweekly basis. Employees who terminate their employment in the middle of the pay period shall be paid for the actual time worked during that pay period. Terminated employees shall receive their final paycheck on the first regularly scheduled pay day which follows their date of termination.

Direct Deposit Policy

As a condition of employment with the City of Pahokee employees are required to participate in payroll direct deposit. An employee payroll will be deposited directly into their bank account at a participating banking institution each payday.



Each employee would receive a statement showing gross pay, itemized deductions and net pay. The statement would also show the number of hours for which the employee being paid, including such benefits as vacation time, sick and holiday hours.

The benefits of direct deposit are:

- Employees' payroll is automatically deposited directly into an account of their choice.
- Prevents loss or stolen pay checks
- Employees' pay available on pay day even in the event of natural disasters, illness, holiday closing, vacation or any other events.

Please see HR Manager for enrollment forms.

#### Maintenance of Time Records

Department/Division Heads shall maintain daily time records and shall furnish the City Manager with payroll records for all employees under their supervision, duly certified for payment on the working day after the close of the payroll period, unless otherwise authorized. Department/Division Heads shall review and sign their payrolls, and shall report any irregularities to the City Manager immediately. Salaried employees or their Supervisor shall be required to complete weekly time sheets.

#### Compensation Received from Outside Agencies

In any case in which the compensation for services of any employee is paid by any outside agency or from private sources for services performed as a representative of the City, such payments shall be remitted directly to the City.

#### Pay Rates and Pay Rates For Higher Skills

In any case where an employee is qualified for and is temporarily required to serve and accept the responsibility for work in a more responsible position with a higher pay range, such employee may receive the entrance rate of that position or can be advanced in the higher pay range to a level above his or her present rate, whichever is higher, while so assigned, subject to approval of the City Manager. Such temporary assignment, to qualify for the higher rate of pay, shall be regular and continuous in character for at least thirty (30) consecutive days.

#### Rates of Pay for Part-Time Employees

A Department/Division Head may, with the approval of the City Manager, compensate part-time, seasonal and temporary employees at an hourly rate of pay. These hourly rates will be consistent with the duties and responsibilities of the position, and will be established from time to time at competitive levels.

#### Garnishment of Employee's Salary

The City will follow state and federal laws regarding any court-ordered garnishment of an employee's salary. The City Attorney will review all garnishment papers and advise the City Manager as to what the appropriate procedure is on a case-by-case basis.

**TRANSFER, PROMOTION AND DEMOTION**

Transfer

When an employee is transferred, the employee’s rate of pay in the new position will be determined in the following manner:

- A. If an employee transfers into a position in a new department which is identical to his or her previous position, his or her rate of pay will remain the same.
- B. If an employee voluntarily transfers into a position with a pay range lower than that of his/her previous position, his or her rate of pay will be established at the lower pay range. Note that a transfer into a lower classification may not be considered a demotion.

Promotion

When an employee is promoted, effective on the date of promotion, the employee’s rate of pay in the new position will be adjusted to that step in the pay range for the new position. Pay increases are at the discretion of the City Manager based on performance evaluations, change in position, and education components.

Demotion

When an employee is demoted, the employee’s rate of pay in the new position will be adjusted to the rate of pay of the lower position.

**OVERTIME PAY/BONUS**

General Policy

Department/Division Heads make every effort to maintain service level standards while keeping overtime use to a minimum. When the department budget is insufficient, the department/division heads will consider offering compensatory time to the employees.

Overtime Eligibility

Except as listed below, full-time, nonexempt employees shall be compensated for periods worked in excess of forty (40) hours per week, at a rate of one and one-half (1-1/2) times their regular straight-time rate of pay.

Unless otherwise authorized, personnel in the following job classifications shall be exempt from the overtime provisions of these rules and regulations. These employees will be expected, as part of their responsibility, to work in excess of forty (40) hours per week from time to time as required by special circumstances, and may receive compensatory time-off at the discretion of the Department/Division Head or the City Manager.

Prior Approval Required

All overtime work must be approved by the Department/Division Head and the City Manager, or their designee.

Bonuses

Bonuses may only be awarded in a manner consistent with 215.425, Florida Statutes, as amended.

**COMPENSATORY TIME**

Defined

A nonexempt full-time employee may, at the employee's discretion, select to be compensated in paid time off from work in accordance with the State of Florida and the Federal Fair Labor Standards Act (FLSA) Rules and Regulations. The choice of overtime or compensatory time should be reached prior to the performance of the assigned overtime.

Accrual

Compensatory time off shall be accrued at a rate equal to one and one-half (1-1/2) the number of hours actually worked in excess of forty (40) in any work week.

When Taken

Accrued compensatory time off may be taken by the employee at times mutually agreeable to the employee and the Department/Division Head. Compensatory time off shall accrue at one and one-half (1-1/2) times their regular straight-time rate of pay.

Maximum Accrual

Compensatory time off may be accrued up to a maximum of eighty (40) hours at any time during any fiscal year.

Use of Compensatory Time

The employee must receive advance approval from their supervisor prior to using compensatory time.

Pay Deductions

All required pay deductions shall be withheld from any payments made to any employee there under.

Termination of Employment

Any non-exempt employee leaving the City shall be compensated for compensatory time accrued and unused at the date of separation at the employee's straight-time rate of pay.

Salaried Exempt Employees

Employees not eligible for overtime may accrue up to eighty (80) hours of compensatory time during any fiscal year for attending meetings or functions specifically assigned to the employee by the supervisor if the assignment does not fall within the normal job description and is approved in advance. The compensatory time must be used within the fiscal year accrued. Upon termination, the employee shall not be entitled to any payment for accrued compensatory time.

**FLEX TIME**

Hourly Employees

Whenever an hourly employee is required to work beyond their normal work hours by their supervisor, upon agreement between the supervisor and the employee, the employee shall be entitled to flex time on a 1:1 basis for hours worked. Supervisors must allow employees to use flex time accrued during the pay period the flex time was accrued. The employee and supervisor shall reach agreement on the appropriate time off for usage of flex time.

Employees shall not take off flex time without the supervisor’s prior permission. Flex time will not be approved a day before a holiday or day after a holiday. Flex time will not be granted on Fridays of a work week.

Salaried Employees

Salaried employees are required to work until the assigned job is complete. Many times this requires working more hours per week than standard work hours, attending night meetings, and out of town events. Salaried employees are, therefore, given more flexibility in their work schedule, as long as the job assigned is completed. Salaried employees are expected to act professional in all aspects of their employment and especially with the flexibility, their schedule allows. An agreement will be reached between the employee and the supervisor regarding work hours. Abuse of a salaried employee’s schedule flexibility will be cause for dismissal.

**HOURS OF WORK& ATTENDANCE**

Working Hours

In general, normal working hours for City employees shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, except Public Works employees whose normal working hours are Monday through Friday, 7:00 a.m. to 4:00 p.m.

The normal work week shall be forty (40) hours, eight (8) hours per day. However, due to the specific responsibilities of various departments, different hours and days of work and different tours of duty may be established for certain positions. Each employee will be notified by the Department/Division Head as to the specific hours of work.

Break Periods

Department/Division Heads shall establish reasonable lunch periods of no more than one (1) hour, 1 break periods of no more than fifteen (15) minutes each during each work day, and shall arrange them in the most appropriate manner for maintaining departmental operations. Work and lunch breaks which are not taken shall not result in additional compensation to the employee. Employees shall not leave the premises while on break without permission from their supervisor.

Reporting for Work

Employees shall report promptly at their designated working place and shall devote their entire efforts during working hours to assigned duties. In the event that an employee is unable to report for work as scheduled, his/her supervisor shall be notified by telephone within one hour before his/her designated starting time. Failure to notify the supervisor as provided herein may result in loss of all or a portion of that day's pay.

Absence Without Leave

Unauthorized and unreported absences shall be considered absent without leave and may constitute grounds for dismissal.

**PERSONNEL FILES**Responsibility for Maintenance

The City Manager and/or Human Resources shall maintain a personnel file of all employees in the City's service. The files shall consist of, but not be limited to, dates and records of sick leave, injuries, vacation, commendations, reprimands, performance evaluations, accidents, or damage involving City property, education and special training received at City expense. Access to an employee's personnel file shall be limited to the employee, the employee's Department/Division Head, the City Manager, and such personnel as the City Manager may designate or as otherwise authorized by law.

Record of Action

All appointments, separations and other personnel transactions involving any or all City departments shall be made on forms designated by the City Manager. No transactions will be completed until the appropriate forms have been submitted and approved.

Public Information

Personnel files are available for public inspection in accordance with the City's public records request policy. However, prior to the release of the personnel information, the personnel file shall be forwarded to the City Attorney for review and compliance with privacy laws. Information released for public inspection shall be made available at reasonable times during regular work hours.

Inspection

The City shall, upon an employee's written request, be permitted to inspect any personnel file which is, has been or is intended to be used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, except as provided herein or as otherwise authorized by law.

Copying Files

An employee may obtain a copy of the information or part of the information contained in the employee's personnel file, and will be charged per the City's Public Records Request Policy.

Dispute

If the employee disagrees with any information contained in his/her personnel file, the employee may submit a written statement explaining the employee's position. The City shall attach the employee's statement to the disputed portion of the personnel file. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the City shall not imply or create any presumption of City agreement with its contents.



## **EMPLOYEE DEVELOPMENT, TRAINING AND TRAVEL REIMBURSEMENT**

### Employee Development and Training

The City Manager, Department/Division Heads, City administration, employees and others may foster and promote programs of in-service training of City employees for the purpose of improving the quality of employee services rendered to the City and to help employees prepare themselves for advancement in the City's service.

### Types of Training

The following types of training may be offered employees at the discretion of the supervisor and the City Manager. Permission for all training must be approved in advance.

1. Recruit training. Formal training programs which must be completed during the probationary period following original appointment as a prerequisite to continued employment.
2. In-service training. Training conducted during working or nonworking hours on an individual or group basis to improve skill performance, introduce new techniques, and/or keep abreast of developments in the employee's field.
3. Specialized training. Attendance of vocational, technical, or professional training programs directly related to service functions.
4. Academic instruction. Completion, by correspondence or classroom attendance, of course work provided by accredited educational institutions where such information will benefit the City. Prior Approval Required

Training may be recommended by Department/Division Heads and approved by the City Manager prior to registration. Approval, if given, shall be made in accordance with the criteria set below. No reimbursement for training expenses shall be made without such approval.

### 5. Training Decisions

Decisions as to which training sessions may be authorized are based upon budgetary considerations. In general, no more than one state conference outside the Palm Beach County area may be authorized for any general management/supervisory employee in any year and in each case must be approved in advance by the City Manager. Various local conferences for all other employees may be authorized as funds and duty conditions permit.

### 6. Membership in Professional Organizations

City employees are encouraged to affiliate with and the City may pay the membership fees for professional organizations for which they qualify by education or training provided that such affiliation produces observable benefits for the City and is authorized in advance by the City Manager.

### 7. Professional Licenses

The City shall pay the cost of all federal and state license registration and certification fees required by the employee's position.

8. Travel, Reimbursement and Payment of Training Expenses
- a) The City desires to establish standard travel reimbursement rates, procedures, and limitations, with certain justifiable exceptions and exemptions, applicable to all employees in accordance with §112.061, Florida Stautes.

b) There shall be no allowance made for meals when the travel vicinity is confined to Palm Beach County.

c) Expenses for recruit, in-service, and specialized training including tuition, fees, supplies, and books may be reimbursed by the City, as budgetary constraints allow. Employees should consult with the Department/Division head prior to registering for training to ensure that proper funding is available. Documented travel, lodging, and other related costs will be reimbursed in accordance with Florida statutes and City policy.

PERFORMANCE EVALUATIONS

Responsibility

A formalized program for evaluating the work performance of all employees in the City's service shall be maintained. The City Manager, in cooperation with Department/Division Heads, will administer a system of rating employee performance. The standards of performance recommended as a basis of such rating will have reference to the quality and quantity of work done, the manner in which the work is done, the conduct of employees and faithfulness to their duties, and other characteristics which measure the value of the employee.

Purpose of Evaluation

The purpose of these evaluations is to enable employees and supervisory personnel to work together to improve job performances and, therefore, the service provided to the citizens of the City. A copy of the job performance evaluation will be provided to and discussed with the employee involved. The employee will have a space provided on the evaluation to comment on the rating. The employee, as well as all individuals involved in the rating process, will be required to sign and date the form. The original evaluation shall be placed in the employee's personnel file.

Use of Evaluations

Performance evaluations may also be used for the following:

1.

To determine the successful completion of an employee’s probationary period.
2.

Disciplinary actions, including dismissal;
3.

Salary increases;
4.

Training, promotions, demotions and transfer.

Frequency of Evaluations

Each department supervisor shall prepare evaluations of the performance of all probationary, full-time and part-time employees, which will be evaluated at 30, 60, 90 and 120 (director's discretion) days. Job performance evaluations will be due at the end of one (1) year of employment for probationary employees, and thereafter at least once annually for all full and part-time employees based on their anniversary date. This does not preclude more frequent evaluations, which may be prepared by the supervisor or Department/Division Head.

#### Seasonal/Temporary Employees

Seasonal/temporary employees are not covered by the City's performance evaluation program. Seasonal/temporary employees who are re-employed in the same position may be awarded a step increase at the discretion of the City Manager; provided, however, those seasonal/temporary employees shall not be eligible for more than one (1) salary increase in a twelve (12) month period.

### **HOLIDAYS**

#### Defined

The number of paid holidays is subject to change each year based calendar . The following eleven (11) Holidays are paid holidays recognized each year for all full-time City employees. Holidays that fall on weekends can be recognized the Friday before or following Monday.

1. New Year's Day (New Years Eve at Discretion of City Manager)
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day Before (Wednesday Half Day, Discretion of City Manager)
10. Thanksgiving Day & Day After
11. Christmas Eve & Christmas Day (Day after Christmas is considered a holiday)

#### Personal Day

An employee who has completed ten (10) years of service shall be given their anniversary date off work with pay.

THE COMPLETE HOLIDAY SCHEDULE IS SUBJECT TO CHANGE EACH YEAR AND ADDITIONAL HOLIDAYS MAY BE ADDED UPON APPROVAL BY THE CITY COMMISSION.

#### Holidays Falling on Weekends

If a recognized holiday falls on a Saturday, the designated holiday shall be on the previous Friday. If a recognized holiday falls on a Sunday, the designated holiday shall be on the Monday following the holiday.

#### Holiday Pay

Some employees may be scheduled to work on a holiday. In those cases, the employee shall be given credit for the holiday. Employees who are on leave of absence without pay or disability leave shall not be entitled to holiday compensation or an additional day off with pay.

City Manager Discretion

The City Manager will determine additional discretionary days for any department or operation will be closed in observance of a holiday.

Sick Leave Before or After a Holiday

Employees calling in sick the day before or the day after a holiday will not be compensated for the holiday. At the City Manager's discretion, an employee with a written doctor's note may be compensated for the holiday.

**VACATION LEAVE**

Vacation leave may be accrued up to a one (1) year maximum (325). Employees who have accrued one (1) year of vacation time will be required to take their annual vacation time off work. Employees can only carry over 225 hrs on January 1<sup>st</sup>. Employees will accrue vacation leave from the first day of hire; however, the employee must be employed (6 months) prior to taking vacation leave. If an employee's vacation leave accrual exceeds the maximum allowed, no additional time will be added to the employee's annual leave until the total is reduced below the one (1) year maximum.

Both the department head and the City Manager must approve pre-paid vacation. Vacation request must be submitted 2 weeks prior of vacation start date. The employee is required to fill out a vacation leave request form signed by the employee, and the department head and City Manager. Request for leave is forwarded to the Personnel Office. HR Manager will provide a signed copy to employee. Vacation leave can be taken before or after a holiday, however employees who abuse this privilege maybe denied future use of vacation time during holiday periods without exception. Vacation leave can also be denied during this time period if it directly affects the operations of a department or city-wide functions.

Payment of Vacation Upon Separation

Employees who have accrued vacation leave shall be paid for one-hundred (100% percent) of their accrued but unused vacation leave upon their voluntary or involuntary termination of employment from the City. At the discretion of the City Manager any employee leaving the City involuntary or without giving proper notice shall not be compensated for accrued but unused sick leave. City Manager's leave and sick are specified in the city manager's contractual agreement approved by commission.

Vacation Leave Accrual – General Employee

- 1. Non-Department Head:  
0-60 months accrue 3.08 hours bi-weekly pay period (2 weeks)  
60-120 months accrue 4.62 hours bi-weekly pay period (3 weeks)  
10 years or greater 6.15 hours bi-weekly pay period (4 weeks)
- 2. Department Head:  
0-60 months accrue 4.62 hours bi-weekly pay period (3 weeks)  
10 years or greater 6.15 hours bi-weekly pay period (4 weeks)



## SPECIAL LEAVE

### Bereavement Leave

In the case of death in the employee's immediate family, the employee shall be given three (3) days of paid leave. The employee's supervisor may authorize an additional two (2) days, which will be deducted from sick leave. Immediate family is defined as spouse, son or daughter, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, aunt, uncle, grandchildren, son-in-law or daughter-in-law. (Special leave shall not be accrued, carried over or paid back upon separation.)

Full-time employees not on a 40-hour work week shall receive benefits under this section on a pro-rated basis computed by the Department/Division Head.

### Verification

A Department/Division Head may require verification of the funeral and the employee's relationship to the deceased.

### Jury Duty

If you are notified to appear for jury duty, inform your Department Head immediately in order to allow the Department Head to arrange for coverage during your absence, if necessary. You will be paid regular wages, as if you had worked, for a maximum of ten (10) days. If you are released from jury duty more than four hours before the end of your scheduled work shift, you must report to work that day or be charged for half a day off of work. If you are scheduled to call-in rather than report directly to jury duty, you must appear for work as usual until being notified to report to jury duty.

### Court Appearances

1. Job related – Employees required to appear in court for job-related purposes shall be considered on duty with the City and shall receive compensation in salary and benefits equal to that associated with the employee's regular duty. Transportation expenses will be reimbursable based on the provisions of these personnel rules and regulations. Any monies received for court appearances or subpoena fees will be forwarded to the City Finance Department for payment into the general fund of the City. Under no circumstances may an employee keep subpoena or court appearance fees and receive compensation from the City.
2. Non-job Related – Employees subpoenaed to court for any reason unrelated to their employment with the City, for example, divorce proceedings, custody suits, inheritance suits, bankruptcy, traffic violations, etc., must use vacation time, compensatory time or personal holidays as compensation for their time.

## **SICK LEAVE**

### Accumulation of Sick Leave

Each full-time employee shall accrue sick leave at the rate of 3.69 hours on a bi-weekly basis. Sick leave benefits accrue from the first date of hire, but may not be taken until the employee has completed ninety (90) days of service. In no event shall sick leave accumulate beyond 200 hours/25 days for a non-exempt or exempt employee. City Manager's leave and sick are specified in the city manager's contractual agreement approved by commission.

### Use of Sick Leave

Sick leave shall not be considered personal time which an employee may use at his or her discretion. It is intended to insure employees against occasional illness and to provide time off with pay during periods of short-term disability.

### Scheduling of Sick Leave

Employees that need to use sick leave must notify their supervisor immediately after becoming aware of this need, but in any event no later than (30) minutes after the employee's scheduled start time. Failure to notify immediate supervisor of the need to use sick leave in a timely manner may result in disciplinary actions. If an employee has requested sick leave for a period of three (3) consecutive working days, a physician's certification must be furnished as evident of an employee illness or any injury that prevents attendance at work. If there is a reasonable suspicion that an employee is abusing sick leave, he or she may be required to present a physician's certification for any period of time for which sick leave is being requested. Failure to present required documentation may result in disciplinary actions up to termination. If sick leave is required the day before or after a holiday a physician's note can be required by City Manager or Director of Department.

### Maximum Allowable Sick Leave Carryover

The maximum allowable sick leave that may be accrued and carried into the next calendar year for all employees is 125 hours/21.5 days. Chartered employee is per contract agreement.

### Payment of Sick Leave Upon Separation/Termination

Employees who have accrued sick leave shall be paid for filthy (50% percent) of their accrued but unused sick leave upon their voluntary termination of employment from the City. At the discretion of the City Manager any employee leaving the City involuntary or without giving proper notice shall not be compensated for accrued but unused sick leave. In no case shall an employee be compensated for more than 125 hours of accrued sick leave. Chartered employees (city manager) determination is per contractual agreement with City Commission.

### Family and Medical Leave Policy

In accordance with the Family and Medical Leave Act of 1993, as amended ("FMLA"), the City will grant job-protected unpaid family and medical leave to eligible employees for up to 12 weeks per 12-month period for any one or more of the following reasons:

1. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee); or
2. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or

3. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.
4. Exigent Circumstances Leave: to handle a qualifying exigency for a covered military member who is the parent, spouse, or child of the eligible employee.

## Military Caregiver Leave

The City also will grant job-protected unpaid FMLA military caregiver leave to eligible employees for up to 26 weeks per 12-month period in order to care for a covered service member with a serious injury or illness that occurred in the line of duty on active duty who is the parent, spouse, child, or next of kin of the covered service member.

### Definitions

1. "12-Month Period" means a rolling 12-month period measured forward from the date leave is first taken. The next 12-month period begins the first time FMLA leave is taken after the completion of the previous 12-month period.
2. "Spouse" means a husband or wife as defined or recognized under state law for purposes of marriage, including common law marriage, and does not include unmarried domestic partners. If both spouses work for the City, their total leave in any 12-month period may be limited to an aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent, or an aggregate of 26 weeks to care for a covered service member.
3. "Child" means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or step-child.
4. "Parent" means a biological parent of an employee or an individual who stood *in loco parentis* to an employee when the employee was a son or daughter.
5. "Covered Military Member" for purposes of Exigent Circumstances Leave means a covered service member is a **current** member of the Regular Armed Forces, National Guard, or Reserve, including those on the temporary disability retired list (TDRL), but not including former members or members on the permanent disability retired list. The service member must be receiving medical treatment or oversight by a Department of Defense or Veterans Affairs health care provider or by a Department of Defense TRICARE network or non-network authorized private health care provider.
6. "Next of Kin" means the nearest blood relative other than a spouse, parent, or child, with priority given to blood relatives who have been given legal custody, followed by brothers, sisters, grandparents, aunts and uncles, and first cousins. The service member also may designate the next of kin in advance.
7. "Qualifying Exigency under Military Leave" means a qualifying exigency is a non-medical activity that is directly related to the covered military member's active duty or call to active duty status.
8. "Qualifying Exigencies" means (1) short-notice deployment; (2) attendance at military events and related activities; (3) childcare and school activities: where as a result of the military member's active duty or call to active duty status, the covered employee is required to arrange for alternative childcare arrangements, provide childcare on an urgent, immediate basis, enroll or transfer a child to a new school or daycare center, or attend meetings with staff at a school or daycare facility; (4) financial and legal arrangements: a covered employee may take leave to make financial or legal arrangements that address the covered military member's absence while on active duty or call to

active duty status; (5) counseling; (6) rest and recuperation (for which an employee may use up to five (5) days of leave to spend with a covered service member for each instance of rest and recuperation during the period of deployment up to a maximum total of twelve (12) weeks); (7) post-deployment activities, including attendance at arrival ceremonies and reintegration briefings; and (8) additional activities, where the employer and employee agree to the leave.

9. "Serious Health Condition" means an illness, injury, impairment, or a physical or mental condition that involves:
  - A. Inpatient care in a hospital, hospice, or residential medical-care facility; or
  - B. Any period of incapacity requiring absence from work for more than three calendar days AND that involves continuing treatment by a health care provider; or
  - C. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
  - D. Any period of incapacity related to pregnancy or prenatal care.
10. "Continuing Treatment" means:
  - A. Two or more visits to a health care provider within 30 days of the beginning of the period of incapacity; or
  - B. Two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; or
  - C. A single visit to a health care provider that results in a regimen of continuing treatment; or
  - D. In the case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of a health care provider by visiting the health care provider for the condition or disability at least two times per year.

#### Coverage and Eligibility

To be eligible for family/medical leave, an employee must have worked for the City for at least 12 months (but not necessarily 12 consecutive months) and have worked at least 1,250 hours during the previous 12 months.

#### Intermittent or Reduced Leave

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when medically necessary. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.



### Substitution of Paid and Unpaid Leave Under This Policy Will Not Exceed 12 or 26 Weeks

An employee may be required to substitute accrued paid leave (including accrued paid vacation leave, accrued paid sick leave, Short Term Disability, Long Term Disability, and/or worker's compensation) for any part of a family/medical leave taken for any reason. When an employee has used accrued paid vacation and/or sick time for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 12 weeks (26 weeks for medical caregiver leave). Requests for all paid leaves shall be in accordance with the City's paid leave policies.

### Notice Requirement

1. An employee is required to give 30 days' notice in the event of a foreseeable leave. A ***"Request for Family/Medical Leave"*** form should be completed by the employee and returned to Human Resources. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" form.
2. If an employee fails to give 30 days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides notice.
3. When planning medical treatment, an employee must make a reasonable effort to schedule the leave so as not to unduly disrupt the City's operations, subject to the approval of the health care provider.

### Medical Certification

1. For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit the appropriate completed **"Certification of Health Care Provider"** form, located in the Human Resources Department. Medical certification must be provided by the employee within 15 days after requested. If the employee fails to provide adequate certification within this time period, the City may delay leave until such certification is produced and/or subject the employee to discipline up to and including termination for taking unauthorized leave or excessive absenteeism (except in cases of medical emergency). In the case of a medical emergency, the employee must submit certification as soon as is reasonably possible.
2. The City may require a second or third opinion (at its own expense), periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.
3. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file.

### Effect on Benefits

1. An employee granted leave under this policy will continue to be covered under the City's group health insurance plan and life insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.
2. Employee contributions to the group health insurance will be required either through payroll deduction or by direct payment to the City by the 15<sup>th</sup> of each month for insurance coverage to continue. The employee will be advised in writing at the beginning of the leave period as to the

amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave. A thirty (30) day grace period will apply to payments and coverage.

3. If an employee's contribution is more than thirty (30) days late, the City may terminate the employee's insurance coverage.
4. If the City pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the City for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.
5. If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member, or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the City may seek reimbursement from the employee for the portion of the premiums paid by it on behalf of that employee (also known as the employer contribution) during the period of leave.
6. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.
7. No vacation days or personal days are accrued while on leave.
8. Some leaves of absence may also be covered by Short Term Disability (STD) or Long Term Disability (LTD) as outlined by the City's benefits coverage policies. FMLA leave runs at the same time with any other applicable paid or unpaid leave. Using available paid time off, STD, LTD, or Worker's Compensation will not extend your leave time beyond the maximum time allowed per 12 month period.

#### Job Protection

1. If the employee returns to work within 12 weeks following a family/medical leave or 26 weeks following military caregiver leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status, and authority.
2. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.
3. If the employee fails to return to work on or before the previously agreed upon return to work date, in absence of further communication with the Human Resources Department, he/she will be considered to have abandoned his/her job.
4. Should an employee choose not to return to work during the 12-week or 26-week leave, he or she should notify the Human Resources Department. Once notification is received, the employee is no longer eligible for leave or any the benefits associated with the leave.
5. Certain highly compensated or "key employees" may be denied restoration to their prior or equivalent position. Key employees are those employees who are among the highest paid ten

percent of the employees of the worksite. The worksite is defined by all the employees employed by the City within a 75 mile radius. Denial is based on the following conditions:

- A. The denial is necessary to prevent substantial economic injury to the employer;
  - B. The employer has notified the employee of his/her “key” status as well as its decision to deny restoration should the leave take place or continue; and
  - C. The employee elects not to return to work after being notified of the employer’s decision.
- The City will comply with any state law regarding family and medical leave that may vary from this policy. For additional information about state laws or this policy, please contact the Human Resources Department.

General Leave of Absence

If you do not meet the eligibility requirements for FMLA leave, but need time off due to medical or personal reasons, the City may grant up to four (4) weeks of unpaid leave, but job reinstatement is not guaranteed. Thirty (30) days advance notice is required regarding foreseeable medical or personal needs. If the need is unexpected, notice should be provided as soon as possible. You will be paid for your accrued sick and vacation time as part of the leave. You are required to pay for your portion of group health insurance by the 15th of each month for insurance coverage to continue. A leave of absence may be extended at the discretion of management. In the event of an extended leave of absence last longer than one month, employees are required to pay the full group health insurance monthly premium after the first month. The City cannot guarantee reinstatement to the former position or to a position with similar status and pay, except in the case of FMLA leave.

Maternity Leave of Absence

Maternity leave of absence will follow the same guidelines, benefits, and limits as the family/medical leave.

**SEPARATION, DISCIPLINARY ACTION&STATUS CHANGES**

Undated or Incomplete Forms

No person shall demand or request that an employee sign an undated resignation or any blank form. No employee shall be required to sign such a form. Any such demand shall entitle the employee to immediate use of the City grievance procedure.

Modification to Forms

Any information placed on a form or any modification or alteration of existing information made on a form subsequent to having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position or condition of employment unless the modification or alteration is initialed and dated by the employee. Any employee required to sign any form prepared pursuant to these Rules shall be given a copy of it at the time the employee's signature is affixed. The employee, as well as all individuals involved, will be required to sign and date all disciplinary forms for purposes of acknowledgment only.

Return of City Property

An employee leaving City employment shall return all City property to his/her Department/Division Head. Failure to return City property will result in the employee's final check being held up and the value of outstanding City property deducted from it.

### Status Memo

Upon separation, staff/directors shall prepare a memo summarizing all outstanding projects, including the status, progress reports, last actions taken, action that needs to be taken, all important time frames, contact information for vendors and/or state agencies involved with a particular project. The memo shall be forwarded to the City Manager/or Director prior to receiving a final paycheck and benefits package.

### Exit Interview

Any time an employee permanently terminates employment with the City, the employee's Department/Division Head shall schedule an Exit Interview with the employee and the City Manager or Human Resources. Exit interviews shall not affect in any manner, any monies or benefits due to the employee by virtue of the separation. The employee shall complete an Exit Interview Questionnaire and be encouraged to provide input into matters directly associated with their employment with the City such as:

- (a) Job satisfaction.
- (b) Personnel matters.
- (c) Training, both in-house and outside.
- (d) The employee's impression of his/her supervision.
- (e) Compensation and benefits including employee's rights under applicable state and federal laws.
- (f) General suggestions as to how to improve the delivery of services to both the employee and the citizen.
- (g) The employee's reason for leaving.

An employee wishing to voluntarily terminate City employment in good standing shall file with his/her Department/Division Head a letter of resignation stating the reason or reasons for the termination not less than fourteen (14) calendar days prior to termination date. The Department/Division Head with the approval of the City Manager may agree to permit a shorter period of notice due to extenuating circumstances.

Voluntary termination of employment by the employee without adequate notice shall be accomplished in the same manner as if adequate notice was given, except that the employee shall not be compensated for any accrued vacation or sick leave.

Computation of Final Paycheck

An employee leaving City employment in good standing shall be entitled to receive the monetary equivalent of all earned vacation time (100%). All payroll withholdings shall be deducted from the final paycheck. If the employee qualifies for a reimbursement for unused sick leave, this will also be included. Final payments will be authorized by the City Manager, if all prerequisites of Status Memo (pg 33) are adhered.

Disposition of the Final Paycheck

The final paycheck shall be ready to be picked up at City Hall on the regularly scheduled pay day following the involuntary or termination date. An employee may request Human Resources to mail the final check to the employee.

If an employee elects to withdraw from and thereby forfeit his/her pension benefits, if eligible, he/she shall be provided with proper forms and directions from the authorized agent of the employee's pension fund.

Re-employment

An employee who resigns or is laid off from City employment, in good standing, and who subsequently applies for re-employment, may be considered in filling positions in the City service for which he/she is qualified. An employee who has resigned from City employment in good standing and is re-employed shall not be credited with prior City service in the computation of seniority or vacation time earned. An employee who resigns without fourteen (14) calendar days' prior written notice, resigns while disciplinary action is pending against him/he,; or is dismissed from employment, shall not be eligible for re-employment.

**LAYOFF**Authority

The Department/Division Head with the approval of the City Manager retains full authority to layoff and assign work. Layoffs may be implemented by reason of, e.g., shortage of work or funds, the abolition of the position, material changes in the duties or organization, or for other reasons which may be determined by the City. The temporary or permanent separation of an employee from employment as a penalty or disciplinary action shall not be considered a layoff.

Transfer

If an employee is scheduled to be laid off, he/she may request a transfer to another position in the employee's occupational category if a vacancy exists and he/she is qualified to fill the vacant position.

Approval of City Manager

Prior to the implementation of layoffs, the names and position titles of any and all employees scheduled for layoff shall be submitted to the City Manager for review and approval.



Layoff Procedure

In the event that employee layoffs are to occur within a department, the Department/Division Head, under the direction of the City Manager, may use the following layoff procedure:

1. Temporary, part-time, and probationary employees in the affected position classification within the department shall be laid off prior to the layoff of full-time employees.
2. The basis for determining layoffs of full-time employees shall include, but is not limited to, seniority, performance appraisals, conduct, and qualifications.
3. Subject to approval by the City Manager, an employee may request a voluntary transfer to another position for which the employee is qualified, if any are available.

The Department/Division Head shall follow the procedures for voluntary termination when laying off an employee, except that the Notice of Layoff form shall be completed, rather than the Employee Voluntary Notice of Resignation.

Recall List

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the position classification to which they are recalled without further training.

Recall Procedure

Employees who are eligible for recall shall be given written notice of a recall which shall be sent to the employee. The employee shall notify the City Manager, in writing, of his intention to return within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of the mailing of the notice, whichever is less. The City shall be deemed to have fulfilled its obligations by mailing the recall notice to the employee's last known mailing address; it being the obligation and responsibility of the employee to provide the City with his/her latest mailing address. Recalled employees shall report for work within fourteen (14) calendar days after their notification of intent to return.

**DISCIPLINE**

It shall be the duty of all employees to maintain high standards of conduct, cooperation, efficiency, and economy in their work for the City. Department/Division Heads and Supervisors shall organize and direct the work of their units in a manner calculated to achieve these objectives.

Discipline is established for the good of everyone, the City and its employees. It is intended to improve employee performance, or to correct unacceptable employee action. Discipline may include talking and counseling with an employee, and special training of an employee in his/her job. Discipline may also include imposing a penalty for violations of the personnel policy or for actions that are detrimental and/or disruptive to the effective discharge of City functions.

**THE FOLLOWING EXAMPLES ILLUSTRATE THE TYPES OF ACTIONS OR SITUATIONS WHICH MAY SUBJECT THE EMPLOYEE TO DISCIPLINE AND/OR TERMINATION. IN MOST CASES, DISCIPLINARY ACTION WILL INCLUDE A REVIEW OF THE SERIOUSNESS OF THE OFFENSE, THE CIRCUMSTANCES AND THE EMPLOYEE'S PAST WORK RECORD. THE FOLLOWING LIST ARE EXAMPLES ONLY AND ARE NOT TO BE CONSTRUED AS BEING THE ONLY SITUATIONS FOR WHICH AN EMPLOYEE MAY BE DISCIPLINED.**

1. Falsification, material omission or fraud in securing employment.
2. Intoxication, use or possession of non-prescribed drugs or use of prescribed drugs without notifying the supervisor while on duty.
3. Theft, destruction or loss of City moneys, equipment or property.
4. Any act which endangers the safety, health, or well being of another City employee or which causes disruption of City operations or discredit to the City.
5. Failure to perform the duties of the position.
6. False representation as to the quality or quantity of work performed.
7. Solicitation of gifts, bribes, donations, or any other thing of value for any personal purpose in exchange for special or preferential treatment related to City business.
8. Unauthorized use of City property or services of other employees for non City-related purposes.
9. Abuse of leave privileges.
10. Conducting personal business during working hours.
11. Failure to report to work after leave of absence has been expired or has been disapproved, revoked, or canceled by the employee's superior.
12. Excessive absenteeism or tardiness.
13. Failure to follow safety procedures, including failure to submit accident reports, or to report accidents in a timely manner.
14. Insubordination.
15. Over-extension of rest or lunch periods.
16. Using or threatening to use or attempting to use personal or political influence in securing additional benefits, including transfer of position or character of work.
17. Displaying an abusive attitude, language or conduct unbecoming an employee of the City while on duty.
18. Falsifying any City records.

19. Making a false workers' compensation claim or assisting another employee in making a false workers' compensation claim.
20. Failing to properly supervise employees or take appropriate disciplinary steps if necessary.
21. Violation of any policy.

#### Formal Disciplinary Procedures

The City Manager and/or department head may, at his/her sole discretion, choose to utilize one of the disciplinary procedures set out below:

1. Oral Reprimand – Unless the severity of the employee's actions requires a stronger or more direct response, the supervisor may determine that the first course of disciplinary action is an oral reprimand. An oral reprimand shall reference the actions for which the reprimand is issued. Although an oral reprimand shall not be kept in the personnel file, record of such shall be documented by the individual who has issued it.
2. Written Reprimand – Unless the severity of the employee's actions requires a stronger or more direct response, the second step in the disciplinary procedure is a written reprimand issued to the employee by the supervisor or Department/Division Head. This reprimand will include a description of the actions for which the reprimand is issued, an outline of the circumstances surrounding them, and a statement regarding the resolution of the incident. The employee shall be given an opportunity to respond to the reprimand in writing, which shall be attached to it, and to sign indicating receipt of such a written reprimand. Failure to sign shall be noted.
3. Suspension – An employee may be suspended by the Department/Division Head for a period of up to ten (10) working days when the offense or infraction is appropriate. When a suspension is enacted, the Department/Division Head taking such action will provide a letter of documentation, and a copy of this letter will be placed in the employee's personnel file. The employee shall sign the Suspension Order and shall be given an opportunity to respond to the suspension in writing, which shall be attached to the order. Failure to sign shall be noted. An employee may be suspended with or without pay for an indefinite period when the Department/Division Head determines such action is necessary and in the best interests of the City, e.g., in cases where an employee is charged and awaiting trial for a criminal offense or pending a decision to terminate the employee. When an employee has acted or is alleged to have acted in a manner which would be cause for dismissal, the employee may be suspended while such charges are investigated.
4. Demotion – An employee may be demoted or assigned to less responsible work, when their work has not been satisfactory or for other reasons. A reduction in salary shall accompany such demotion. When a vacancy exists in a lower classification for which the employee is qualified, the Department/Division Head may place the employee in the vacancy. When no such vacancy exists, the Department/Division Head shall notify the City Manager, and the employee will be terminated without prejudice and become eligible for re-employment to another position which he/she is qualified with the City.
5. Dismissal – Dismissal is the final course of disciplinary action. Whenever the actions or attitudes of an employee conflict with the policies, rules and practices of the City, the Department/Division Head may dismiss an employee with prior notification to the City

Manager. Any employee subject to termination shall be afforded a pre-termination meeting as required by law.

## **GRIEVANCE PROCEDURE**

All employees are entitled to have the opportunity to resolve workplace issues via this process when the employee cannot resolve the issue with the employee's direct supervisor. It is the purpose of this grievance procedure to assure that employee issues will be considered fairly, rapidly and without reprisal. However, it is incumbent upon the employee to invoke this process as soon as practical in order to timely and fairly attempt to resolve the issue.

### Procedure

1. Present your complaint to your immediate supervisor within five (5) working days from the time the problem occurs. Your supervisor shall attempt to resolve the problem within three (3) working days after you make the complaint.
2. If you have not received an answer from your immediate supervisor within five (5) working days, or if you are not satisfied with the answer, write a short memo and include the facts and circumstances of the problem. Present the written statement to your supervisor's Director within five (5) working days after the supervisor's deadline in Step One. If you want help in writing the memo, you can ask Human Resources to assist you. The Director will investigate the grievance and meet with you to discuss the grievance within five (5) working days thereafter. The Director will render a decision within five (5) working days following the meeting date.
3. If you have not received an answer from the Director within five (5) working days, or if you are not satisfied with the answer, give a copy of your memo and the Director's decision to the City Manager, or his designee, within five (5) working days after the Director's deadline in Step Two. The City Manager, or his designee, will investigate the grievance and meet with the employee to discuss the grievance within five (5) working days. The City Manager, or his designee, will notify the employee of his decision within five (5) days following the meeting date.
4. If you have been terminated and wish to appeal that decision, write a short memo and include the facts and circumstances surrounding the termination, and why you feel you should not have been terminated. Give the memo to the City Manager. The City Manager will arrange to meet with you and will render a decision within two (2) days. If the City Manager was involved in the termination, or for some other reason it is not practical to appeal directly to the City Manager, forward your memo to the Human Resource Manager, who will forward your memo to the City Attorney (or other designated objective, unbiased person) for review. Keep in mind that there is no guarantee of re-employment, even if the decision-maker agrees with you.

## HARASSMENT PROHIBITED

The City has a zero-tolerance policy for any type of behavior that could be construed as sexual harassment and/or discrimination, and is committed to providing a work environment that is free of this type of atmosphere, including all other forms of harassment.

Sexual harassment includes any unwelcome sexual advances, any requests for sexual favors, and any other conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of such conduct is used as a basis for making employment decision; or
3. Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile, or offensive work environment. Conduct commonly considered to be unlawful sexual harassment includes:
  - (a) Verbal – Unwelcome sexual jokes, pressuring a subordinate to go out on a date, sexual innuendos, gender-specific insults, inappropriate references to anatomy, or threats.
  - (b) Non-verbal – Suggestive or insulting sounds, whistling, or "catcalls," or suggestive bodily gestures.
  - (c) Visual – Posters, signs, pin-ups, or slogans of a sexual nature.
  - (d) Physical – Unwelcome touching, hugging, kissing, pinching, or intentionally brushing the body; coerced sexual conduct; or actual assault.
  - (e) Other – Denying qualified individual job opportunities because of an unqualified individuals' voluntary or coerced submission to sexual conduct.

The best guard against every form of harassment is to treat all persons with whom you work in a professional manner without regard to their gender, race, or other characteristics. This is what the City demands from all of its employees.

Employees should promptly report all incidents of sexual or other unlawful harassment to any supervisor or directly to Human Resources. Employees can raise concerns and make reports without fear of reprisal.

Because false accusations regarding harassment can have serious effects on the person or persons accused, false accusations will be dealt with as a form of harassment.

The City will investigate in a prompt and fair manner. It is hoped that all such complaints can be resolved through the City's own efforts.

## EQUAL EMPLOYMENT OPPORTUNITY



The City is fully committed to the concept of Equal Employment Opportunity as a necessary element of basic merit system principles that all persons shall be afforded equal access to positions limited only by their ability to do the job. To that end, the City shall not discriminate against or harass any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, age, disability, sexual orientation, marital, or veteran status.

### **SMOKE-FREE WORK PLACE**

Smoking is prohibited inside all City offices and other City facilities. This includes all work spaces, private offices, lounges, restrooms, stairwells, etc., and City-owned vehicles. In addition, smoking is prohibited within fifty (50) feet of the entrances and exits, including emergency exits to City buildings. Employees may smoke during authorized break times at locations designated as smoking areas.

## **COMPUTERS, E-MAIL & CITY DOCUMENTS**

City employees are not authorized to utilize City computers or the City e-mail system for their own personal use. However, the City understands that on occasion, an employee may receive a personal e-mail at work. All e-mails and the e-mail address of the sender may be subject to disclosure under the public records law.

All documents created for City business, whether on City computers or on an employee's personal computer, and all e-mails related to city business are a public record. (Also, city documents not created on computers are generally public record.) Therefore, any document, and e-mails sent and received related to City business shall not be deleted or destroyed. State law regulates the retention and destruction of public records. Documents and e-mails can only be deleted upon authorization from the City Clerk, who is in charge of retention of all public records. An employee caught deleting City-related e-mail or documents shall be subject to immediate termination.

Employees should discourage others from sending personal, private correspondence of any nature to an employee's City e-mail address. Any questions about destroying files or documents should be forwarded to the City Clerk.

## **SOCIAL MEDIA POLICY**

We understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all associates, employees, appointed and elected officials who work on behalf of the City of Pahokee.

### *Guidelines*

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication. The same principles and guidelines found in the City policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of the City or Company's legitimate business interests may result in disciplinary action or violation of ethical standards for local government.

### *Know and follow the rules*

Please ensure your postings are consistent with the policies contained in the employee handbook. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### *Be respectful*

Always be fair and courteous to fellow associates, customers, members, suppliers or people who work on behalf of the City. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

#### *Be honest and accurate*

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the City, fellow associates, members, customers, suppliers, and people working on behalf of the City or competitors. Such practices are a direct violation of the Code of Ethics of Palm Beach County and Florida Statute **Chapter 112, CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES**

#### *Free Speech*

The U.S. Constitution guarantees every citizen the right to free speech. However, there are parameters to free speech. Free speech may not be used to support defamation of character, defame, deliver erroneous information, or create social media hysteria as it pertains to appointed officials, elected bodies, or employees for the City of Pahokee.

#### *Post only appropriate and respectful content*

Maintain the confidentiality of the City trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications. Social media posting of this type of information is violation of the Code of Ethics and Florida Statute

Do not create a link from your blog, website or other social networking site to a City website without identifying yourself as a City associate. Express only your personal opinions. Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of the City, fellow associates, members, customers, suppliers or people working on behalf of the City. If you do publish a blog or post online related to the work you do or subjects associated with the City, make it clear that you are not speaking on behalf of the City. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the City."

#### *Using social media at work*

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager. Do not use the City email addresses to register on social networks, blogs or other online tools utilized for personal use.

#### *Retaliation is prohibited*

The City prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for

reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

#### *Media contacts*

Employees should not speak to the media on the company's behalf without contacting the City Manager/Mayor. All media inquiries should be directed to the City Manager, and the Community and Economic Development.

If you have questions or need further guidance, please contact your HR representative.

### **UNIFORMS, DRESS & APPEARANCE**

As representatives of City government, all City employees must appear appropriately dressed for the employee's particular job. Additionally, employees are expected to observe normal and reasonable standards of personal hygiene, and to present a professional appearance at all times, free from unpleasant odors. This includes among other things, bathing regularly, and brushing teeth, washing hair, using mouthwash if needed, and using deodorant/antiperspirant. All hair, beards and mustaches must be of a length so as not to create operational or safety problems, and must be maintained in a clean, neat and orderly fashion.

Human Resources may require any employee who comes to work dressed inappropriately or in an unclean manner to return home and change or clean up appropriately, on the employee's own time (without pay). If an employee is in need of personal hygiene assistance, or has questions about appropriate work attire, contact Human Resources.

Employees who are required to wear uniforms shall report in a clean full uniform on each workday. Uniforms must be worn in the manner prescribed by the Department Director or the City Manager. Failure to comply may result in the employee being sent home for the day without pay. Uniforms shall not be worn at times other than during the performance of City duties, unless approved by the City Manager in advance. Employees are responsible for laundering uniforms and for minor repairs.

An employee is responsible to reimburse the City for the employee's uniform that must be replaced due to becoming lost, damaged or otherwise, except for normal wear and tear. Uniforms must be returned upon leaving employment with the City. If uniforms are not returned, the City may withhold from the employee's pay reimbursement to the extent allowed by law.

### **WORKPLACE VIOLENCE PREVENTION**

The City is committed to preventing workplace violence and to maintaining a safe work environment. All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, horseplay, or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the City without proper authorization.

Conduct that threatens, intimidates, or is disrespectful to another employee, a customer, vendor, contractor, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any

other characteristic protected by federal, state, or local law. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific as possible about details.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening. The City will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The City encourages employees to bring their disputes or differences with other employees or members of the public to the attention of a director or the City Manager before the situation escalates into potential violence. The City is eager to assist in the resolution of these disputes and will not discipline employees for raising such concerns.

**PETS IN THE WORKPLACE**

Pets in the workplace shall be prohibited. The City will allow any employee to possess a service animal or an emotional support animal with proper documentation that said animal qualifies for the accommodation pursuant to a state or Federal law.

**DELIVERIES TO THE WORKPLACE**

Personal deliveries to the workplace of any kind shall be strictly prohibited.

**CODE OF ETHICS**

City employees are bound by Chapter 112 (Part III) of the Florida Statutes, the “Code of Ethics for Public Officers and Employees” which states, in part:

No officer or employee of a state agency or of a county, city or other political subdivision of the state shall have any interest, financial or otherwise, direct or indirect, engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the public interest.

Employees should be aware of the obligations of public service and their responsibility to protect the public trust. This obligation can be met by abiding by three (3) core concepts of ethical concerns:

1. Employees shall not use public office for private gain, and;
2. Employees shall act impartially and not give preferential treatment to any private organization or individual.

3. Employees acting as a purchasing agent or acting in an official capacity are prohibited from purchasing, renting or leasing any realty, goods, or services for the City of Pahokee, directly or indirectly, from a business entity in which the employee, or a relative of the employee, is an officer, partner, director or proprietor, or in which the employee, or a relative of the employee, has a material interest or owns more than a 5% interest in the vendor's business. Relative is defined in Florida State Statutes 112.3135(d).

In addition, employees must strive to avoid any action that would create the appearance that they are violating the Code of Ethics. A City employee who may encounter a potential conflict of interest above must disclose the information by filing a "Conflict of Interest Disclosure Form" with Human Resources. This form should be filed immediately upon the employee becoming aware of the conflict.



CITY OF PAHOKEE

Receipt & Acknowledgement of City of Pahokee  
Personnel Rules & Regulations

This City of Pahokee Personnel Rules & Regulations is an important document intended to help you become acquainted with the City. This document will serve as a guide. It is not the final word in all cases. Because the general business atmosphere and economic conditions are always changing, the contents of this document may be changed at any time at the City’s discretion.

Please read the following statements, general rules, and guidelines, and sign below to indicate your receipt and acknowledgement of the City of Pahokee Personnel Rules & Regulations.

- \* I have received and read a copy of the City of Pahokee Personnel Rules & Regulations. I understand that the policies, rules, and benefits described in it are subject to change at the sole discretion of the City at any time. I understand that this document replaces (supersedes) all other previous personnel rules and regulations.
- \* I further understand that my employment is terminable “at will,” either by myself or the City, regardless of the length of my employment or the granting of benefits of any kind.
- \* I understand that no contract of employment other than “at will” has been expressed or implied, and that no circumstances arising out of my employment will alter my “at will” employment relationship unless expressed in writing.
- \* I understand that, should the content of this document be changed in any way, the City may require an additional signature from me to indicate that I am aware of and understand any new policies.
- \* I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the City of Pahokee Personnel Rules & Regulations.

_____ Employee’s Printed Name	_____ Employee’s Signature	_____ Date
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To: Key Official

From: Eryn Russell, Florida League of Cities

Date: May 11, 2022

Subject: 96th Annual Conference Voting Delegate Information

The Florida League of Cities' Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida on August 11-13, 2022. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are also available online at [flcities.com](http://flcities.com).

If you have any questions on voting delegates, please email [erussell@flcities.com](mailto:erussell@flcities.com). **Voting delegate forms must be received by the League no later than July 29, 2022.**

Attachments: Form Designating Voting Delegate



96th Annual Conference  
Florida League of Cities, Inc.  
August 11-13, 2022  
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 29, 2022.**

Designation of Voting Delegate

Name of Voting Delegate: \_\_\_\_\_

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

Delegate Email: \_\_\_\_\_

Municipality of: \_\_\_\_\_

AUTHORIZED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*Return this form to:*  
Eryn Russell  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
Fax: (850) 222-3806  
Email: [erussell@flcities.com](mailto:erussell@flcities.com)