

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting
Tuesday, September 27, 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, City Manager
Jongelene Adams, Deputy City Manager
Tijauna Warner, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Vacant, Interim Finance/Human Resource Director

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

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

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

- 1. Palm Beach County School District Status update on the local schools - Marcia Andrews, School Board Member and Angela Avery-Moore, Area Superintendent of Schools and area Principals
- 2. Village of the Glades – Pahokee: Homeless/Covid Shelter, Senior Director Yvette Branch
- [3.](#) Storm of 1928 Proclamation - Ethel Williams, Lucille Salvatore Heron, and Iris Salvatore Hodges
- [4.](#) City of Stuart - Storm of 1928 Proclamation
- [5.](#) Riquna "Bay Bay" Williams Proclamation

- F. CONSENT AGENDA**

- [1.](#) July 26, 2022 Workshop Minutes
- [2.](#) July 26, 2022 Regular Meeting Minutes
- [3.](#) August 9, 2022 Workshop Minutes
- [4.](#) August 9, 2022 Regular Meeting Minutes
- [5.](#) September 9, 2022 Workshop Minutes
- [6.](#) September 12, 2022 Regular Meeting Minutes

- G. OLD BUSINESS:**

Discussion of existing activities or previously held events, if any

- H. PUBLIC HEARING(S)**

- [A.](#) RESOLUTION 2022 - 36 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A FINAL MILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.
- [B.](#) RESOLUTION 2022 - 37 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA RELATING TO FINANCES, PROVIDING FOR THE ADOPTION AND FUNDING OF THE FINAL MUNICIPAL BUDGET OF THE CITY OF PAHOKEE, FLORIDA IN THE AMOUNT OF \$9,638,585.00,

FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

I. RESOLUTION(S)

- A. RESOLUTION - 38 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING THE OBSERVED HOLIDAYS FOR FISCAL YEAR 2022/2023 AS SET FORTH ON EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
- B. RESOLUTION 2022 - 39 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE PAHOKEE MIDDLE/SENIOR HIGH SCHOOL 2022 HOMECOMING PARADE AND AUTHORIZING THE MAYOR TO APPLY FOR A PERMIT FOR THE PARADE FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
- C. RESOLUTION 2022 - 40 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO.7 TO RESOLUTION #2016-20 PERTAINING TO PALM BEACH COUNTY INTERLOCAL AGREEMENT WITH THE CITY OF PAHOKEE AND EXHIBIT “A” OF THE COORDINATION OF ROAD AND UTILITY CONSTRUCTION FOR BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.
- D. RESOLUTION 2022 - 41 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 8 TO RESOLUTION #2021-02 PERTAINING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.
- E. RESOLUTION 2022 - 42 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO ENTER INTO AND EXECUTE THE SEVENTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND RICK L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
- F. RESOLUTION 2022 - 43 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING AN AGREEMENT BETWEEN “2” SBW & ASSOCIATES, INC. AND THE CITY OF PAHOKEE FOR PHASE I FOR THE REPLACEMENT & INSTALLATION OF NEW SIDEWALKS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

J. NEW BUSINESS:

Conversation about an activity or event upcoming, if any

1. Discuss and direction from City Commission on Signature Series Events (*Start a 3-year commitment to bring major events to the Marina*)
2. City Project Updates

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

1. American Rescue Plan Act (ARPA) Discussion and Direction

M. REPORT OF THE CITY ATTORNEY

1. Discuss and direction of Ordinance 2019 - 02

N. COMMISSIONER COMMENTS

O. FOR THE GOOD OF THE ORDER

Community events, feel good announcements

P. ADJOURN (BY MOTION AND APPROVAL OF MAJORITY PRESENT)

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

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

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

*Proclamation
Honoring the Survivors
Storm of 1928*

Whereas, The Okeechobee hurricane of 1928 (San Felipe Segundo hurricane), also known as the Storm of 1928, was one of the most devastating hurricanes in the recorded history of the North Atlantic basin and greatly affected our beloved Glades community to which over 2,500 lives were lost of which 1,600 victims were buried in mass graves. Many other victims were found on September 30, 1928; and

Whereas, On this day, Friday September 16, 2022, the City of Pahokee celebrate a time-honored tradition in the Glades community and pay tribute to those who lost their lives during this catastrophic event and honor the surviving citizens who weathered the storm, Ethel Williams, Lucille Salvatore Heron, and Iris Salvatore Hodges ; and

Whereas, Ethel Williams who was born in Tyty, Georgia and moved to Pahokee, FL where she lived before moving to the Village of Indian Town where she currently resides with a host of family and friends ; and

Whereas, Ethel Williams kept her deep connection to the City of Pahokee as a long-standing and faithful member of the New Macedonia Missionary Baptist Church in Pahokee, FL.; and

Whereas, Lucille Salvatore Heron who is a proud resident of the City of Pahokee for several decades and has been a productive member of society; and

Whereas, Lucille Salvatore Heron bravery and courage to tell her family's story will forever be an inspiration for generations to come ; and

Whereas, Iris Salvatore Hodges who is a life-long resident of the City of Pahokee and has been an inspiration to survivors and women alike has contributed in more ways then one while sharing her story and serving as inspiration to many women alike ; and

NOW, THEREFORE, be it resolved, on behalf of the City Commission and the Citizens of Pahokee, that by the virtue of the authority vested in me as Mayor of Pahokee do hereby extend this Proclamation of Recognition to Ethel Williams, Lucille Salvatore Heron, and Iris Salvatore Hodges in honor of the lives they have impacted through their will to live.

“Thank you Ethel Williams, Lucille Salvatore Heron, and Iris Salvatore Hodges for being an inspiration to us all. ”

Pass and Adopted this 27th day of September, 2022

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara Murvin

Vice Mayor Clara Murvin

Juan Gonzalez

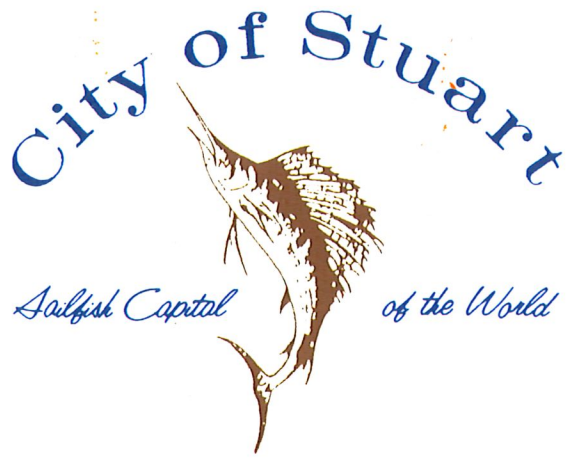
Commissioner Juan Gonzalez

Derrick Boldin

Commissioner Derrick Boldin

Sara Perez

Commissioner Sara Perez



**PROCLAMATION
IN MEMORIAM
OF THE 1928 OKEECHOBEE HURRICANE**

WHEREAS, in the early hours of September 17, 1928, the “Okeechobee Hurricane,” or the “San Felipe Segundo Hurricane” as it had been called when the same storm hit Puerto Rico, came ashore at West Palm Beach, and struck the Eastern coastline of Florida as what today is known as a Category 5 storm, causing devastation throughout its path; and

WHEREAS, nearly 3,000 people, mostly non-white migrant workers, died when the storm surge broke the earthen dike on the south side of Lake Okeechobee, flooding an area covering hundreds of square miles, and spread over Belle Glade, Chosen, Pahokee, South Bay, and Bean City; and

WHEREAS, a year after the disaster the Okeechobee Flood Control District was created to work with the U.S. Army Corps of Engineers to build the Herbert Hoover Dike, along with thousands of miles of man-made canals to help manage water overflow from Lake Okeechobee.

NOW, THEREFORE I, TROY MCDONALD, Mayor of the City of Stuart, Florida, do hereby

**HONOR IN MEMORIAM THOSE PIONEERS WHO LOST
THEIR LIVES IN THE DISASTROUS 1928 OKEECHOBEE HURRICANE**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 12th day of September, 2022.



TROY MCDONALD
MAYOR

Proclamation

"Recognizing Riquna "Bay Bay" Williams"



WHEREAS, Riquna "Bay Bay" Williams was born on March 28, 1990, in Pahokee, Florida; and

WHEREAS, she was raised by her grandmother, Shirley T. Williams, and mother, Shirley Ann Williams; and

WHEREAS, Riquna is the youngest of five siblings: Riqina Jones, Ricky Williams, Joshua Jones, and Solomon Williams; and

WHEREAS, she attended and graduated from Pahokee Middle/Senior High School. Riquna was elected team MVP and captain by teammates both junior and senior seasons, and was named First Team All-State during senior season; and

WHEREAS, Riquna's collegiate career began at the University of Miami, from 2008-2012. At the close of her collegiate career, she ranked first in Miami's history in three pointers made and attempted; and

WHEREAS, on April 16, 2012, Riquna was drafted by Tulsa in the second round of the 2012 WNBA Draft. She was named to the WNBA All Rookie Team; and

WHEREAS, she was named WNBA Sixth Woman of the Year in 2013 and she was named to the Western Conference All-Star Team in 2015; and

WHEREAS, Riquna was traded to Los Angeles in the 2016 WNBA Draft; and

WHEREAS, in 2021, she was signed to the Los Vegas Aces, as an unrestricted Free Agent and was re-signed in 2022; and

WHEREAS, on September 18, 2022, Riquna willed the Las Vegas Aces to their first WNBA championship – and her first league title.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, and on behalf of the City Commission, do hereby recognize and congratulate Riquna "Bay Bay" Williams on her stellar accomplishment.

Done this 27th day of September, 2022

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara Murvin

Vice Mayor Clara Murvin

Derrick Boldin

Commissioner Derrick Boldin

Juan Gonzalez

Commissioner Juan Gonzalez

Sara Perez

Commissioner Sara Perez

CITY OF PAHOKEE



MINUTES

Tuesday, July 26, 2022, at 5:00 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

Mayor Babb called the workshop to order at 5:25pm.

Vice Mayor Murvin lead the invocation and pledge of allegiance.

B. ROLL CALL

PRESENT

Mayor Keith Babb

Vice Mayor Clara Murvin

Commissioner Derrick Boldin via phone

Commissioner Juan Gonzalez

Commissioner Sara Perez via phone

Rodney Lucas, Interim City Manager

Burnadette Norris-Weeks, City Attorney @ 5:39pm

Tijauna Warner, City Clerk

C. TOPIC

1. PROPOSED BUDGET FISCAL YEAR 2022/2023

Ms. Ladner gave a brief overview of revenues being steady in the General Fund. Property tax values increased \$484,739 year over year to \$105,639,552 and adjusted taxable value from prior year is \$99,043,368. She informed everyone that last years operating millage was 6.5419 mills per \$1,000 and the City's proposing to maintain the operating millage at 6.5419 mills.

Mayor Babb inquired the status of a part-time custodian for parks and recreations transitioning to full-time. A discussion ensued regarding the transition of employees going from part-time to full-time.

Commissioner Boldin inquired Ms. Ladner opinion on that matter.

Ms. Ladner advised generally when your transitioning from part-time to full-time you have to apply and be interviewed.

Commissioner Perez informed that the hospital and health department requires you to apply and be considered.

Mrs. Ladner gave an updated on upcoming budget items as follows:

Budget Workshop - July 26, 2022 at 5:00pm

Budget Workshop - August 9, 2022 at 5:00pm

Tentative Budget Hearing - September 12, 2022 at 6:00pm

Final Budget Hearing - September 27, 2022 at 6:00pm

Mrs. Ladner informed Commission of the following:

Current planned expenditures do not include any capital projects. This means no street repairs, sidewalk repair/replacement, does not include the required repairs to the Marina, does not include necessary repairs to City facilities such as the gym and cafeteria.

There is not any funding for the purchase of new or replace equipment including a backhoe for the cemetery, tractor & brush hog for larger area maintenance, fleet vehicle replacement including new bus for Parks & Recreation, vehicle for City Manager to replace the one that damaged beyond repair.

Can not with any level of certainty account for the significant rise in commodity prices in the supply chain. Attempts have been made to adjust budget line items but continued inflation will have a negative impact on the long-term budget.

Surtax and ARPA funding projects will be addressed at the next workshop.

D. DISCUSSION, COMMENTS, CONCERNS

None

E. ADJOURN

There being no further business to discuss, Mayor Babb adjourns the meeting at 6:00pm.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, CMC, City Clerk

CITY OF PAHOKEE



MINUTES

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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. CALL TO ORDER

Mayor Babb called the meeting to order at 6:06pm.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor Murvin lead the invocation and pledge of allegiance.

C. ROLL CALL

PRESENT

Mayor Keith Babb

Vice Mayor Clara Murvin

Commissioner Derrick Boldin via phone

Commissioner Juan Gonzalez

Commissioner Sara Perez via phone

Rodney Lucas, Interim City Manager

Burnadette Norris-Weeks, City Attorney

Tijauna Warner, City Clerk

D. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:

Motion made by Commissioner Gonzalez adding City Manager's employment status to the agenda, Seconded by Vice Mayor Murvin.

Motion made by Commissioner Gonzalez to amended the City Manager's employment status to add to future agenda items, Seconded by Vice Mayor Murvin. Motion passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

Motion made by Vice Mayor Murvin to approve the agenda as present with the addition of adding on the City Manager to future agenda items, Seconded by Commissioner Gonzalez. Motion passed unanimously.

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

E. CITIZEN COMMENTS/PUBLIC SERVICE ANNOUNCEMENTS

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

Mr. Thomas (*resident*) Murvin advised he was proud of the City Commission coming together and Mr. Lucas.

Mr. Richard Sears (*resident*) thanked the Commission for allowing his post to use the marina and advised that vendors are interested in Market on Marina.

Mr. Terence Davis (*non-resident*) advised he's running for State Housing Representative and gave a brief explanation of he's achievements.

Chief Alex Freeman (*non-resident*) advising he's a candidate for Palm Beach County Sheriff and gave a brief explanation of he's achievements.

Mrs. Linda Joseph (*resident*) advised she's not responsible for the Pahokee Hire Signs, but she knows who's responsible for putting those signs out.

Mr. Carl Morrison Sr. (*resident*) expressed concerns with the hiring process and gave a brief explanation. Also, expressed concerns with the ARPA Committee not having a quorum and gave some examples of priorities within the City.

1. Update on Barfield Construction - Robert Audette, P.E. Engineer

Mr. Audette gave a brief updated on the Barfield Highway Project.

2. FDOT State Road 715 Update - FDOT

Ms. Melissa Redling and Mr. Fernando gave a update on State Road 15/US 441 Improvements Project.

3. Empower Healthcare - Jinga Oglesby-Brihm (Founder & CEO)

Mrs. Jinga Oglesby-Brihm inform the Commission that she's opening a clinic (Empower Healthcare) in the City of Pahokee and gave her background information.

4. City Beautification Ideas: (10) City benches and trash receptacle and Lining (29) Palm trees along S. Lake Avenue with different various of mulch and trimming along with a Celebration of 100 years banner behind the Pahokee Housing Authority building in the Right-of-Way - Peggy Boule-Washington, Assistant Director of Community Economic Development

Mrs. Peggy Boule-Washington gave brief explanation on upcoming beautification ideas.

F. CONSENT AGENDA

1. RESOLUTION 2022 - 28 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR AND INTERIM CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2022/2023 BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2022 - 28 into the record.

Mr. Lucas gave a brief explanation of Resolution 2022 - 28.

2. June 28, 2022 City Commission Workshop Minutes
3. June 28, 2022 City Commission Meeting Minutes
4. July 12, 2022 City Commission Meeting Minutes

Motion made by Vice Mayor Murvin to approve Consent Agenda Items, Seconded by Commissioner Boldin. Motion passed unanimously.

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

G. OLD BUSINESS:

None.

H. NEW BUSINESS:

1. Discussion and direction to rent out and/or charge to use by the public the following City facilities: Gym, Marina Conference Room, Marina Park and Parking Lot, Marina Pool and all park pavilions

Mr. Lucas gave a brief explanation of the City of Pahokee rental rates and advising that we are seeking permission to do a rate survey. A discussion ensued regarding rental rates.

I. PUBLIC HEARING(S)

None.

J. RESOLUTION(S)

None.

K. REPORT OF THE MAYOR

Mayor Babb advised he met with Congresswoman Shelia McComrick and she requested our upcoming federal funding list. He met with a potential developer of the Old City Hall Site and they suggested building a fifty (50) room hotel and encourage our administration to look at developers also. Mayor Babb informed everyone that he had eye surgery.

L. REPORT OF THE CITY MANAGER

Mr. Lucas gave an updated on the Audit Findings by July 28, 2022, we still have an ongoing investigation with IG, advised interviews are planned for next week, and advertisement for bids should be going out to the public soon.

M. REPORT OF THE CITY ATTORNEY

Mrs. Norris-Weeks advised the Case of Miller vs Pahokee settled for \$65,000.

N. COMMISSIONER COMMENTS

Vice Mayor Murvin thanked the citizens for coming out, being a part of the city, and that we all have to work together to beautify our city.

Commissioner Perez thanked everyone for being present and advised it's takes everyone to make a difference.

Commissioner Boldin thanked everyone for attending and advised we need all hands on deck.

Commissioner Gonzalez thanked everyone that showed up and advised we need activities for the girls in our area.

Mayor Babb advised we are having a quarterly citywide cleanup on September 24th in front of Public Works Department.

O. ADJOURN (BY MOTION AND APPROVAL OF MAJORITY PRESENT)

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

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

There being no further business to discuss, Mayor Babb adjourns the meeting at 9:08pm.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, CMC, City Clerk

CITY OF PAHOKEE



MINUTES

Tuesday, August 09, 2022, at 5:00 PM

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CITY COMMISSION:

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Juan Gonzalez, Commissioner
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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

Mayor Babb called the workshop to order at 5:26pm.

Vice Mayor Murvin lead the invocation and pledge of allegiance.

B. ROLL CALL

PRESENT

Mayor Keith Babb

Vice Mayor Clara Murvin

Commissioner Derrick Boldin via phone

Rodney Lucas, Interim City Manager

Candace Cobb, Acting City Attorney

Tijauna Warner, City Clerk

ABSENT

Commissioner Juan Gonzalez

Commissioner Sara Perez

C. TOPIC

1. PROPOSED BUDGET FISCAL YEAR 2022/2023

Mr. Lucas gave a brief overview of the budget as follows:

Budget Rationale:

Maintain Existing City Services

Maintain Quality of Life for Residents & Businesses

Maintain Healthy Level of Fund Balances

2022 Critical Dates:

August 9 - Budget Workshop & Planning meeting.

August 18 – PBCPA trim notices mailed to property owners.

September 12 – First hearing for tentative millage rate and budget.

September 27 – Second hearing for the final millage rate and budget.

October 1 – The FY23 Adopted budget becomes effective.

City proposing:

No millage increase

Current millage is 6.5419

Assessed value increase 5.49%

Why Do Expenditures Increase?

Inflation

Technology concerns

Recession

Demands for service (users)

Energy & fuel

Marketplace (supply & demand)

Post Covid-19

Supply chain issues

Tariffs
War
Events

GENERAL FUND BUDGET

Current Budget General Fund – FY2023

- Revenues \$ 5,105,921
- Expenditures \$ 5,105,921

INCLUDES:

- 3.5% COLA
- 2.5% Merit
- Living wage adjustment
- Salary Increase various staff
- Adjustment to personnel salary (per former Interim CM)
- Increase Health Care cost of 5.1%
- Increase operation cost/conference cost/promotional activities

CITY COMMISSION ACTION

SURTAX Dollars \$800,000 (Current balance + FY 23 rev)

- Early Learning Facilities (Child Care Center) Estimated \$150,000
- Broadband (Fiber Optic runs @ Marina and Sports complex with Wireless Access Points)

Estimated \$40,000

- Sidewalk replacement and construction \$300,000
- Recreational facilities Estimated \$ 100,000
- Rehabilitations/renovations of City Facilities - \$150,000

ARPA Dollars \$3,162,890

- Prepay PBSO – FY 23 and FY 24
- Street, Stormwater, Sidewalk Repair/replacement
- Marina/Campground Complex Restoration, Upgrades
- Home owner housing assistance programs
- COVID mitigation and prevention equipment for City facilities and events
- Parks Improvement projects: Splash pad, walking/jogging path @ MLK, Commissioners Park upgrades
- Rehabilitations, renovations, remediation to Sports Complex
- Electric Vehicle charging Stations at City facilities
- RFID entry systems at City Facilities
- Updated City records storage for Current and Future records
- Update/Replace City Fleet –
- SUV x 2, 1/2 ton crew cab trucks x 3, ¾ ton truck x 1, 12 passenger van x 1, backhoe x, gator utility vehicles x 4, Clam Truck x 1 & 55HP tractor with Brush Hog mower x 1
- Business Recruitment and Retention
- Infill and Housing Rehabilitation
- Monument Digital Sign for City Hall and citywide wayfinding for parks and facilities
- Community Garden
- Updated City website with online permitting and payments, job applications and ADA Accessibility

Major Capital Projects for FY23 Budget

- Personnel increases

-
- Cost of living adjustment
 - Merit
 - Additional staff

D. DISCUSSION, COMMENTS, CONCERNS

None.

E. ADJOURN

There being no further business to discuss, Mayor Babb adjourns the workshop at 5:56pm.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, CMC, City Clerk

CITY OF PAHOKEE



MINUTES

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Lynne Ladner, Interim Finance/Human Resource Director

[TENTATIVE: SUBJECT TO REVISION]

MINUTES

A. CALL TO ORDER

Mayor Babb called the meeting to order at 6:04pm.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor Murvin lead the invocation and pledge of allegiance.

C. ROLL CALL

PRESENT

Mayor Keith Babb

Vice Mayor Clara Murvin

Commissioner Derrick Boldin via phone

Commissioner Juan Gonzalez

Commissioner Sara Perez arrived at 6:51pm

Rodney Lucas, Interim City Manager

Candace Cobb, Acting City Attorney

Tijauna Warner, City Clerk

D. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:

Motion made by Vice Mayor Murvin to approve the agenda as is, Seconded by Commissioner Gonzalez. Motion passed unanimously.

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

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

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

1. P.A.C.E. Program - Chris Peterson, SVP Government Affairs, FortFi Financial, Inc.

Mr. Chris Peterson gave a brief overview of P.A.C.E. Program.

Mr. Bobby Colvin (resident) expressed concerns with the two (2) resolutions in reference to lawn equipment being purchased from a company over an hour away.

Ms. Tan Allen (resident) expressed concerns with the scoreboard not functioning on the football field, process of hiring the city manager, and that Ms. Lynne Ladner be offered the opportunity to apply for a permanent position.

Mrs. Regina Bohlen (resident) expressed concerns with the two (2) resolutions in reference to lawn equipment not being purchase locally and the hiring of Mr. Lucas.

Mr. James Scott (resident) expressed concerns with the hiring process of Mr. Lucas and hiring locally.

F. CONSENT AGENDA

None.

G. OLD BUSINESS:

Discussion of existing activities or previously held events, if any

Mrs. Peggy Boule-Washington presented upcoming events.

H. PUBLIC HEARING(S)

None

I. RESOLUTION(S)

- A. RESOLUTION 2022 - 29 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE PURCHASE OF THREE (3) JOHN DEERE Z960M ZTRAC MOWERS IN THE AMOUNT OF \$34,226.53 FROM GREEN THUMB LAWN & GARDEN LLC; PIGGYBACKING THE STATE OF FLORIDA CONTRACT NO. 25101900-21-STC, AGRICULTURE AND LAWN EQUIPMENT CONTRACT; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Candace Cobb read Resolution 2022 - 29 into the record.

Mr. Lucas gave a brief overview of Resolution 2022 - 29.

Motion made by Vice Mayor Murvin, Seconded by Commissioner Gonzalez. Mayor Babb called for questions and a discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

- B. RESOLUTION 2022 - 30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE PURCHASE OF FOUR (4) JOHN DEERE GATOR XUV825 S4 UTILITY VEHICLES IN THE AMOUNT OF \$60,652.92 FROM GREEN THUMB LAWN & GARDEN LLC; PIGGYBACKING THE STATE OF FLORIDA CONTRACT NO. 25101900-21-STC, AGRICULTURE AND LAWN EQUIPMENT CONTRACT; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Candace Cobb read Resolution 2022 - 30 into the record.

Mr. Lucas gave a brief explanation of Resolution 2022 - 30.

Motion made by Commissioner Boldin to approve Resolution 2022 - 30, Seconded by Vice Mayor Murvin. Mayor Babb called for questions and a discuss ensued. Motion passed unanimously.
Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

- C. RESOLUTION 2022 - 31 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A CONTRACT WITH RODNEY D. LUCAS TO BECOME THE CITY MANAGER OF THE CITY OF PAHOKEE, FLORIDA, ATTACHED AS EXHIBIT "A".

Ms. Candace Cobb read Resolution 2022 - 31 into the record.

Motion made by Commissioner Perez to approve Resolution 2022 - 31, Seconded by Commissioner Gonzalez. Mayor Babb called for questions and a discuss ensued. Motion passed 4-1.

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

- D. RESOLUTION 2022 - 32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 5 TO RESOLUTION #2021-02 PERTAINING TO THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Candace read Resolution 2022 - 32 into the record.

Mr. Lucas gave a brief explanation of Resolution 2022 - 32.

Motion made by Vice Mayor Murvin to approve Resolution 2022 - 32, Seconded by Commissioner Perez. Mayor Babb called for questions and a discussion ensued. Motion passed unanimously.

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

J. NEW BUSINESS:

Conversation about an activity or event upcoming, if any

None

K. REPORT OF THE MAYOR

Mayor Babb advised the was a proposed hotel, it's moving along. He expressed concerns with voting the City Manager in without due process.

L. REPORT OF THE CITY MANAGER

Mr. Lucas gave a brief report on outstanding items with Joint Legislative Committee, IG, FDEP, the State Contract for the Marina, and the hiring of new staff. A discussion ensued regarding interviews for Director of Parks & Recreation.

M. REPORT OF THE CITY ATTORNEY

None.

N. COMMISSIONER COMMENTS

Commissioner Boldin advised hopefully he'll be at the next regular meeting and congratulated Mr. Lucas on becoming the City Manager.

Commissioner Gonzalez congratulated Mr. Lucas on becoming the City Manager and expressed concern with the maintenance of the cemetery. He thanked everyone for coming to the Back to School Bash.

Commissioner Perez thanked everyone for watching and coming to the meeting.

Vice Mayor Murvin thanked everyone that came out and also everyone that's listening on YouTube. She advised if we put some of our energy into working together, we can accomplish so much more. Vice Mayor congratulated Mr. Lucas on becoming City Manager.

O. FOR THE GOOD OF THE ORDER

Community events, feel good announcements

None.

P. ADJOURN (BY MOTION AND APPROVAL OF MAJORITY PRESENT)

Motion made by Vice Mayor Murvin to adjourn meeting, Seconded by Commissioner Gonzalez. Motion passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

There being no further business to discuss, Mayor Babb adjourns the meeting at 8:18pm.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, CMC, City Clerk

CITY OF PAHOKEE



MINUTES

Friday, September 09, 2022, at 3:00 PM

Pahokee Marina Conference Room
190 North Lake Avenue
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

Pursuant to due notice the special scheduled Commission Workshop was held in the Marina Conference Room at 190 North Lake Avenue, Pahokee, Palm Beach County, Florida on September 9, 2022.

The meeting was called to order by Mayor Babb at 3:38 p.m.

Vice Mayor Murvin lead the invocation and pledge of allegiance.

B. ROLL CALL

PRESENT

Mayor Keith Babb

Vice Mayor Clara Murvin

Commissioner Derrick Boldin

Commissioner Sara Perez arrived @ 4:04pm

Rodney D. Lucas, City Manager

Jongelene Adams, Deputy City Manager (Acting City Clerk)

ABSENT

Commissioner Juan Gonzalez

Burnadette Norris-Weeks, City Attorney

Tijauna Warner, City Clerk

C. TOPIC

1. PROPOSED BUDGET FISCAL YEAR 2022/2023

Budget Rationale

- Maintain Existing City Services
- Maintain Quality of Life for Residents & Businesses
- Maintain Healthy Level of Fund Balances

2022 Critical Dates

September 9 - Budget Workshop & Planning meeting.

September 12 – First hearing for tentative millage rate and budget.

September 27 – Second hearing for the final millage rate and budget.

October 1 – The FY23 Adopted budget becomes effective.

City proposing:

- No millage increase
- Current millage is 6.5419
- Assessed value increase 6.17% from rollback rate of 6.1617 mills.

Why Do Expenditures Increase?

Inflation

Technology concerns

Recession

Demands for service (users)

Energy & fuel

Marketplace (supply & demand)

Post Covid-19

Supply chain issues

Tariffs

War
Events

GENERAL FUND BUDGET

Current Budget General Fund – FY2023

- Revenues \$ 5,105,921
- Expenditures \$ 5,105,921

INCLUDES:

- 3.5% COLA
- 2.5% Merit
- Living wage adjustment
- Salary Increase various staff
- Adjustment to personnel salary (per former Interim CM)
- Increase Health Care cost of 5.1%
- Increase operation cost/conference cost/promotional activities

CITY COMMISSION ACTION

SURTAX Dollars \$800,000 (Current balance + FY 23 rev)

- Early Learning Facilities (Child Care Center) Estimated \$150,000
- Broadband (Fiber Optic runs @ Marina and Sports complex with Wireless Access Points) Estimated \$40,000
- Sidewalk replacement and construction \$300,000
- Recreational facilities Estimated \$ 100,000
- Rehabilitations/renovations of City Facilities - \$150,000

ARPA Dollars • \$3,162,890

- Prepay PBSO – FY 23 and FY 24
- Street, Stormwater, Sidewalk Repair/replacement
- Marina/Campground Complex Restoration, Upgrades
- Home owner housing assistance programs
- COVID mitigation and prevention equipment for City facilities and events
- Parks Improvement projects: Splash pad, walking/jogging path @ MLK, Commissioners Park upgrades
- Rehabilitations, renovations, remediation to Sports Complex
- Electric Vehicle charging Stations at City facilities
- RFID entry systems at City Facilities
- Updated City records storage for Current and Future records
- Update/Replace City Fleet – SUV x 2, 1/2 ton crew cab trucks x 3, ¾ ton truck x 1, 12 passenger van x 1, backhoe x 1, gator utility vehicles x 4, Clam Truck x 1 & 55HP tractor with Brush Hog mower x 1
- Business Recruitment and Retention
- Infill and Housing Rehabilitation
- Monument Digital Sign for City Hall and citywide wayfinding for parks and facilities
- Community Garden
- Updated City website with online permitting and payments, job applications and ADA accessibility
- Major Capital Projects for FY23 Budget • Personnel increases • Cost of living adjustment • Merit • Additional staff

D. DISCUSSION, COMMENTS, CONCERNS

None.

E. ADJOURN

There being no further business to discuss, Mayor Babb adjourns the meeting at 5:22pm.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, CMC, City Clerk

CITY OF PAHOKEE



MINUTES

City Commission Regular Meeting
Monday, September 12, 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. CALL TO ORDER

Mayor Babb called the meeting to order at 6:03 PM.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor Murvin lead the Invocation and Pledge of Allegiance.

C. ROLL CALL

PRESENT

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

Rodney D. Lucas, City Manager
Burnadette Norris-Weeks, City Attorney
Jongelene Adams, Deputy City Manager (Acting City Clerk)

D. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:

Mayor Babb requested for the report from the ARPA Committee Chair to be added to the agenda.

Motion made by Vice Mayor Murvin to add the ARPA Committee Chair, Linda Joseph to the agenda under Presentations, Seconded by Commissioner Boldin. Motion passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

Motion made by Vice Mayor Murvin to approve the agenda with the addition, Seconded by Commissioner Boldin. Motion passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

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

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

Ms. Pearl Freeman (*resident*) expressed concerns about the pier's restrooms not being open and not enough lighting. Discussion ensued regarding the repairs on the marina.

Ms. Luz Torres (*resident*) provided information to the City Commission on Impact of Sugarcane. She expressed concerns on the quality of the air in the Glades and requested the City Commission to come together and find a solution to this problem.

Mrs. Regina Bohlen (*resident*) expressed concerns with the ARPA Committee and advised how she think the funds should be spent.

Mrs. Linda Joseph (*resident*) advised the City Commission of what transpired with the ARPA Committee and advised how she think the funds should be spent.

Mrs. Boule-Washington responded to Mrs. Joseph statement. Discussion ensued regarding the ARPA Committee. Mrs. Washington advised she will schedule an ARPA Committee meeting on Thursday, September 15, 2022.

1. Certificate of Appreciation - Mike Pickney
Commissioner Gonzalez lead the City Commission in presenting a Certificate of Appreciation to Mr. Mike Pinkney.
2. Certificate of Appreciation - Lynne Ladner
Not present.
3. Certificate of Appreciation - Jacqueline Ramsay
Not present.
4. Healthier Glades - Antoinita (Annie) Ifill, Project Director
Ms. Antoinita (Annie) Ifill presented information on the upcoming Mini Grant Program and advised the City Commission of Suicide Prevent Month.
5. City of Pahokee Health Benefits - Gehring Group

Motion made by Vice Mayor Murvin to pay 100% of employee's insurance, Seconded by Commissioner Gonzalez. Motion failed (2-3).

Voting Yea: Vice Mayor Murvin, Commissioner Gonzalez

Voting Nay: Mayor Babb, Commissioner Boldin, Commissioner Perez

Motion made by Commissioner Perez to pay 90% of employee's insurance, Seconded by Commissioner Boldin. Motion passed (4-1).

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

Voting Nay: Commissioner Gonzalez

Motion made by Commissioner Perez to approve the dental, life, and vision plan, Seconded by Commissioner Gonzalez. Motion passed unanimously.

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

F. CONSENT AGENDA

None.

G. OLD BUSINESS:

Discussion of existing activities or previously held events, if any

None.

H. PUBLIC HEARING(S)

1. RESOLUTION 2022 - 33 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR FISCAL YEAR COMMENCING OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2022 - 33 into the record.

Mr. Lucas gave a brief explanation of Resolution 2022 - 33.

Public Hearing Opened 7:58 PM

Public Hearing Closed 7:59 PM

Motion made by Vice Mayor Murvin to approve Resolution 2022-33, Seconded by Commissioner Boldin. Motion passed unanimously.

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

2. RESOLUTION 2022 - 34 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA PROVIDING FOR THE ADOPTION AND FUNDING OF THE TENTATIVE MUNICIPAL BUDGET IN THE AMOUNT OF \$9,716,874.00 FOR THE CITY OF PAHOKEE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2022 - 34 into the record.

Mr. Lucas gave a brief explanation of Resolution 2022 - 34.

Public Hearing Opened 8:00 PM

Mr. James Scott (resident) requested a budget breakdown for each department.

Mrs. Regina Bohlen (resident) advised they are asking for a complete breakdown of each department.

Public Hearing Closed 8:14 PM

Motion made by Vice Mayor Murvin to approve Resolution 2022 - 34, Seconded by Commissioner Gonzalez. Motion passed unanimously.

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

9. RESOLUTION(S)

- A. RESOLUTION 2022 - 35 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO.6 TO RESOLUTION #2021-02 PERTAINING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2022 - 35 into the record.

Mr. Lucas and Ms. Adams gave a brief explanation of Resolution 2022 - 35.

Motion made by Vice Mayor Murvin for the approval of Resolution 2022 - 35, Seconded by Commissioner Gonzalez. Motion passed unanimously.

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

J. NEW BUSINESS:

Conversation about an activity or event upcoming, if any

1. American Rescue Plan Act (ARPA)

Discussed at the beginning of the meeting.

2. Palm Beach County Sheriff's Office 17th Addendum

Mr. Lucas provided an overview of the item. A discussion ensued.

3. Palm Beach County Sheriff's Office Surveillance Equipment on City Property

Mr. Lucas provided an overview of the item.

4. Everglades Prep Academy Contract

Mr. Lucas provided an overview of the item. A discussion ensued.

H. REPORT OF THE MAYOR

Mayor Babb announced following:

- Empower Healthcare, had its Grand Opening on September 10, 2022
- The Remembrance Ceremony for the Storm of 1928 will be on September 16, 2022, 10:00 AM - 12:00 PM, at the Port Mayaca Cemetery
- He will be at the Florida League of Cities Legislative Policy Committee Meeting on September 15-16, 2022

Mayor Babb discussed the Commission considering residents' input, when making decisions.

He requested that all future major funded projects be placed on the future agendas.

Motion made by Mayor Babb to authorize staff to put all future major funded projects on the future agendas, Seconded by Vice Mayor Murvin. Discussion ensued, but no vote was taken.

He requested that Cemetery staff be provided new equipment.

I. REPORT OF THE CITY MANAGER

Mr. Lucas advised that repairs being done at the Maria complex and Sports complex, will be brought forward at the next meeting. He announced a couple of upcoming events.

J. REPORT OF THE CITY ATTORNEY

Mrs. Norris-Weeks discussed the order of business, which will be on the next agenda.

K. COMMISSIONER COMMENTS

Commissioner Perez discussed her request for the report on grants and respective status. She inquired about the Parks and Recreation Director hiring process.

Commissioner Gonzalez inquired about the entity responsible for maintaining the canal on 441, from Rardin Park to North Lake Ave.

Commissioner Boldin reiterated the inquiry about the Parks and Recreation Director hiring process, and provided data analysis for scoring.

Vice Mayor Murvin reported that she has been in contact with the Deputy County Engineer regarding the canals.

L. FOR THE GOOD OF THE ORDER

Community events, feel good announcements

None.

M. ADJOURN (BY MOTION AND APPROVAL OF MAJORITY PRESENT)

Motion made by Vice Mayor Murvin to adjourn the meeting, Seconded by Commissioner Gonzalez.

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

There being no further business to discuss, Mayor Babb adjourns the meeting at 9:46 pm.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, CMC, City Clerk



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Tijauna Warner, City Clerk
SUBJECT: Finance & City Clerk Department
DATE: 20th September 2022

GENERAL SUMMARY/BACKGROUND:

In accordance with Florida Statute the City must approve a Resolution to adopt a "final millage" for the next fiscal year. This is required for Statutory Truth in Millage (TRIM) compliance.

Any changes adopted by the City Commission during the Final Budget Hearing, shall be incorporated into the Adopted Budget for Fiscal Year 2022/2023.

BUDGET IMPACT: YES

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Finance & City Clerk Department recommends approval of Resolution 2022-36 setting the operating millage rate at 6.5419 mills for the Fiscal Year 2022-2023.

ATTACHMENTS:
Resolution 2022 – 36

ADOPTION OF RESOLUTION RELATING TO FINAL MILLAGE FOR FISCAL YEAR 2022-2023

RESOLUTION 2022 - 36

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

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a final millage rate, together with the establishment of a rolled-back rate computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, the City Commission of the City of Pahokee, Florida, on September 12, 2022, adopted a Fiscal Year 2022-2023 Tentative Millage Rate following a public hearing as required by Section 200.065, Florida Statutes; and

WHEREAS, the current year's gross taxable value for operating purposes, not exempt from taxation, within Palm Beach County has been certified by the County Property Appraiser to the City of Pahokee as One Hundred-Five Million Six Hundred Thirty-Nine Thousand Five Hundred Fifty-Two Dollars (\$105,639,552.00); and

WHEREAS, the City Commission of the City of Pahokee, Florida, finds and determines that it is necessary for taxes to be levied upon all taxable real and personal property in the City of Pahokee, Florida in order to meet the obligations incident to providing for the orderly conduct of governmental business of the city, maintaining peace and good order in the City and payment of general operating expenses of the City; and

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. Final Millage. The City Commission of the City of Pahokee hereby adopts a final millage rate of 6.5419 mills for Fiscal Year 2022-2023, commencing October 1, 2022, through September 30, 2023, which is \$6.5419 per \$1,000.00 of taxable property value within the City of Pahokee.

Section 3. The rolled-back rate for the City of Pahokee for the Fiscal Year commencing October 1, 2022, through September 30, 2023, shall be and is hereby fixed at the rate of 6.1617 mills. The levy of 6.5419 mills is greater than the rolled back rate of 6.1617 by 6.17 percent, as set forth in Exhibit "A" attached hereto.

Section 4. Instructions to The City Manager. The City Manager is directed to forward a copy of this resolution to the Palm Beach County Property Appraiser and the Palm Beach County Tax Collector.

Section 5. Effective Date. This resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** on this 27th day of September 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks 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"

Percentage of Increase in Millage Over Roll-Back Rate

(attached)

Percentage of Increase In Millage Over Roll-Back Rate:

The City of Pahokee’s Percentage Increase in Millage over Rolled-Back Rate is 6.17%. Fiscal Year 2022-2023 rolled-back taxes are \$650,919 (95% budgeted = **\$618,373**) and Fiscal Year 2022-2023 proposed taxes are \$691,083 (95% budgeted = **\$656,529**). Fiscal Year 2022-2023 proposed **tax increase is \$40,063** and Fiscal Year 2022-2023 **rolled-back rate is 6.1617**. The Fiscal Year 2021-2022 millage rate was 6.5419 and Fiscal Year 2022-2023 proposed millage is 6.5419. The Fiscal Year 2022-2023 proposed millage decrease is 0.00 and the 2021-2022 rolled-back rates was 6.0917.



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Tijauna Warner, City Clerk
SUBJECT: Finance & City Clerk Department
DATE: 20th September 2022

GENERAL SUMMARY/BACKGROUND:

In accordance with Florida Statute 200.065 the City must approve a Resolution to adopt the "final budget" for the next fiscal year. This is required for Statutory Truth in Millage (TRIM) compliance.

Any changes adopted by the City Commission during the Final Budget Hearing, shall be incorporated into the Adopted Budget for Fiscal Year 2022/2023.

BUDGET IMPACT: YES

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Finance Department recommends approval of Resolution 2022-37 approving the Final Budget for Fiscal Year 2022-2023.

ATTACHMENTS:

Resolution 2022 – 37

ADOPTION OF RESOLUTION RELATING TO FINAL MUNICIPAL BUDGET FOR FISCAL YEAR

RESOLUTION 2022 - 37

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA RELATING TO FINANCES, PROVIDING FOR THE ADOPTION AND FUNDING OF THE FINAL MUNICIPAL BUDGET OF THE CITY OF PAHOKEE, FLORIDA IN THE AMOUNT OF \$9,638,585.00, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the adoption and implementation of a final fiscal budget to provide municipal expenses for the fiscal year beginning October 1, 2022, and ending September 30, 2023, for the City of Pahokee, Florida is essential and is hereby attached as Exhibit "A".

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 clause is hereby ratified and confirmed as being true, and the same is hereby made a specific part of this Resolution.

Section 2. Adoption of Final Fund Budgets. The City of Pahokee, Florida, hereby adopts for the fiscal year, beginning October 1, 2022, and ending September 30, 2023, the final fund budgets set forth herein.

Section 3. Final Fund Budgets. The City Commission finds and determines that the sums set forth in the following final fund budgets are necessary to preserve the Public Health, Public Peace, and Public Welfare of the City of Pahokee, Florida, and are necessary to properly function as a City.

(a) There is hereby appropriated for the General Fund of the City of Pahokee, Florida for the above-described fiscal year, the total sum of Five Million Twenty-Seven Thousand Six Hundred Thirty Two Dollars (\$5,027,632.00) to provide for the budget of the General Fund.

(b) There is hereby appropriated from the Special Revenue Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Four Hundred Fifty-Thousand Dollars (\$450,000.00).

(c) There is hereby appropriated from the Henderson Endowment Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Two Hundred Fifty Dollars (\$250.00).

(d) There is hereby appropriated from the American Rescue Plan Act Grant Program (ARPA) Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of One Million Five Hundred Seventy-Four Thousand Dollars (\$1,574,000.00).

(e) There is hereby established for the budget of the Debt Service Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of One Hundred Thirty-Five Thousand Two Hundred Thirty-Four Dollars (\$135,234.00).

(f) There is hereby established for the budget of the Capital Project Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of One Million Eight Hundred Ninety-Three Thousand Nine Hundred Forty Three Dollars (\$1,893,943.00).

(g) There is hereby established for the budget of the Marina Campground Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Three Hundred Ninety-Eight Thousand Eight Hundred Forty Five Dollars (\$398,845.00).

(h) There is hereby established for the budget of the Cemetery Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Two Hundred Eight Thousand Six Hundred Eighty One Dollars (\$208,681.00).

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

PASSED and ADOPTED on this 27th day of September 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

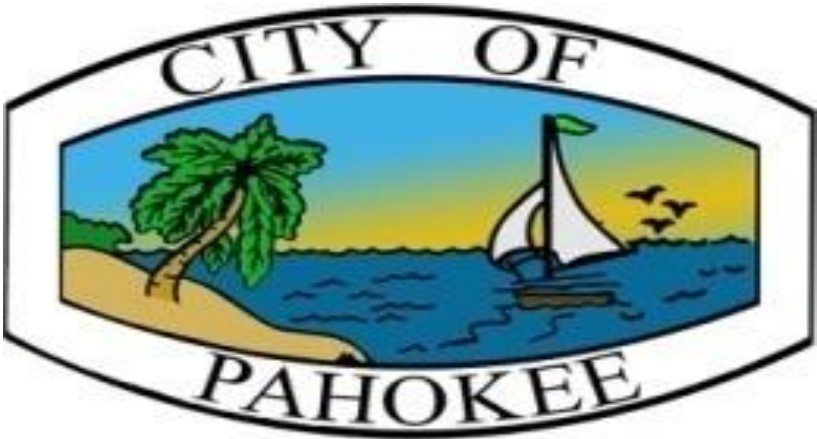
Vice Mayor Murvin	_____ (Yes)	_____ (No)
Commissioner Boldin	_____ (Yes)	_____ (No)
Commissioner Gonzalez	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

EXHIBIT "A"

Proposed Budget FY 2022-2023

(attached)

City of Pahokee, Florida
2022-2023
Proposed Budget



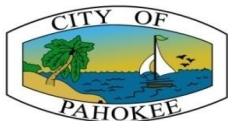
"The Grassy Waters Gateway to Lake Okeechobee"

*207 Begonia Drive
Pahokee, FL 33476*

(561) 924-5534

www.cityofpahokee.com

Proposed Budget
Tuesday, September 27, 2022



City of Pahokee Proposed Budget 2022-2023

"The Grassy Waters Gateway to Lake Okeechobee"

Keith Babb Jr.
Mayor



Clara "Tasha" Murvin
Vice Mayor



Juan Gonzalez
Commissioner



Sara Perez
Commissioner



Derrick Boldin
Commissioner



Rodney Lucas
City Manager



Incorporated
1922
Population
5,579

Prepared by:

www.Cityofpahokee.com

**City of Pahokee
Proposed Budget
2022-2023**

Elected Officials

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

Appointed Officials

Rodney Lucas.....City Manager
 Jongelene Adams.....Deputy City Manager
 Tijauna WarnerCity Clerk
 Burnadette Norris-Weeks.....City Attorney
 LT. Mugridge.....PBSO

Administration

Alvin Johnson.....Director of Public Works
 Vacant.....Director of Finance
 Peggy Boule-Washington.....Director Community Development
 Carlos Mangual.....Operation Manager
 Gregory Williams.....Park Director

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**CITY OF PAHOKEE, FLORIDA
BUDGET SUMMARY
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023**

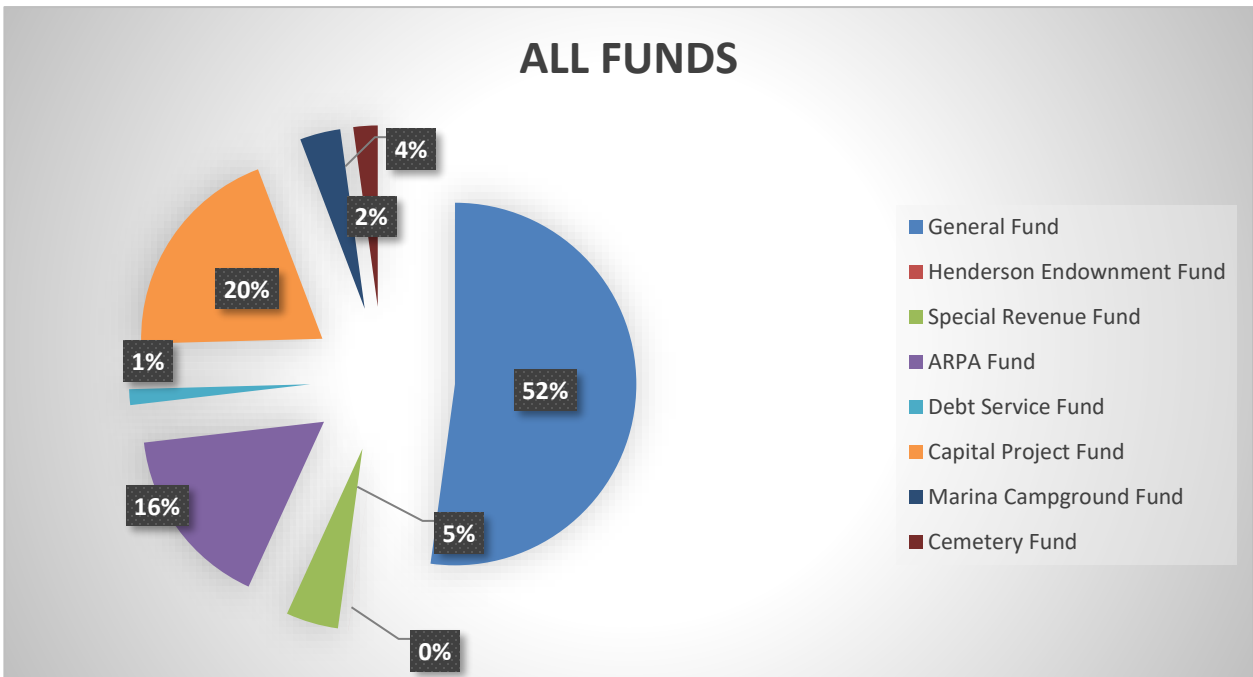
**THE PROPOSED OPERATING BUDGET EXPENDITURES/EXPENSES OF THE CITY OF PAHOKEE, FLORIDA ARE
5.3% MORE THAN PRIOR YEAR'S TOTAL OPERATING EXPENDITURES/EXPENSES**

Roll back rate 6.1617

	General Fund	Henderson Endowment Fund	Special Revenue Fund	ARPA Fund	Debt Service Fund	Capital Project Fund	Marina Campground Fund	Cemetery Fund	Total Budget
Estimated Revenues:									
Taxes:									
Ad Valorem Taxes	656,529	-	-	-	-	-	-	-	656,529
Sales and Use Taxes	1,270,668	-	450,000	-	-	-	-	-	1,720,668
Franchise Fees	430,000	-	-	-	-	-	-	-	430,000
Utility Service Taxes	337,762	-	-	-	-	-	-	-	337,762
Licenses and Permits	108,802	-	-	-	-	-	-	-	108,802
Intergovernmental Revenue	349,320	-	-	-	-	1,893,943	-	-	2,243,263
Charges for Services	694,520	-	-	-	-	-	-	174,476	868,996
Fines and Forfeits	139,000	-	-	-	-	-	-	-	139,000
Interest Earnings & Rents	92,745	250	-	-	-	-	165,250	-	258,245
Miscellaneous Revenue	61,331	-	-	-	-	-	-	-	61,331
Interfund Transfers In	-	-	-	-	135,234	-	183,595	34,205	353,034
Appropriated Fund Balance	886,955	-	-	1,574,000	-	-	-	-	2,460,955
Total Estimated Revenues, Transfers, and Appropriations	5,027,632	250	450,000	1,574,000	135,234	1,893,943	348,845	208,681	9,638,585
Expenditures/Expenses:									
General Government	1,862,939	-	-	-	-	-	-	-	1,862,939
Public Safety	630,000	-	-	-	-	-	-	-	630,000
Physical Environment	510,000	-	314,766	-	-	1,758,709	348,845	208,681	3,141,001
Road and Street Expenses	1,019,841	-	-	-	-	-	-	-	1,019,841
Human Services	98,325	-	-	1,574,000	-	-	-	-	1,672,325
Culture and Recreation	722,932	-	-	-	-	-	-	-	722,932
Debt Service	-	-	-	-	135,234	-	-	-	135,234
Interfund Transfers Out	183,595	250	135,234	-	-	135,234	-	-	454,313
Total Appropriated Expenditures/Expenses, Reserves and Transfers	5,027,632	250	450,000	1,574,000	135,234	1,893,943	348,845	208,681	9,638,585

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

General Fund	\$ 5,027,632	52%
Henderson Endowment Fund	250	0%
Special Revenue Fund	450,000	5%
ARPA Fund	1,574,000	16%
Debt Service Fund	135,234	1%
Capital Project Fund	1,893,943	20%
Marina Campground Fund	348,845	4%
Cemetery Fund	208,681	2%
	\$ 9,638,585	100%



**City of Pahokee, Florida
Departmental Revenues & Expenditures Projections
Comparison By Fund
For The Fiscal Year Ending September 30, 2023**

Fund	Amended Budget 2021-2022	Proposed Budget 2022-2023	Variance	% Inc/Dec
<u>GENERAL FUND</u>				
Total Revenues	\$ 4,720,909	\$ 5,027,632	\$ 306,723	6.50%
Expenditures by Department				
Commission	\$ 113,320	\$ 108,349	\$ (4,971)	-4.39%
City Manager	280,611	318,363	\$ 37,752	13.45%
City Clerk	113,134	170,285	\$ 57,150	50.52%
Financial & General Accounting	282,016	383,236	\$ 101,220	35.89%
Human Resources	106,698	98,325	\$ (8,373)	-7.85%
IT / GATV Access	63,000	40,000	\$ (23,000)	-36.51%
Legal Counsel	100,000	100,000	\$ -	0.00%
Comprehensive Planning	20,750	15,250	\$ (5,500)	-26.51%
Police	565,502	630,000	\$ 64,498	11.41%
Protective Inspections	279,896	318,511	\$ 38,615	13.80%
Roads & Streets	1,464,083	1,529,841	\$ 65,758	4.49%
Community Development	276,402	207,821	\$ (68,581)	-24.81%
Recreation (City)	573,684	558,922	\$ (14,762)	-2.57%
Recreation (PBC)	112,693	130,627	\$ 17,934	15.91%
Parks	33,383	33,383	\$ -	0.00%
Non-Departmental	199,633	201,125	\$ 1,492	0.75%
Transfers Out	136,105	183,595	\$ 47,490	34.89%
Total Expenditures and Transfers	\$ 4,720,909	\$ 5,027,632	\$ 306,723	6.50%
<u>Special Revenue Fund</u>				
Revenue	\$ 348,061	\$ 450,000	\$ 101,939	29.29%
Transfer In	-	-	-	0.00%
Total Revenues and Transfers	\$ 348,061	\$ 450,000	\$ 101,939	29.29%
Expenses	\$ 212,827	\$ 314,766	\$ 101,939	0.00%
Transfers Out	\$ 135,234	\$ 135,234	\$ -	0.00%
Total Expenses and Transfers	\$ 348,061	\$ 450,000	\$ 101,939	29.29%
<u>ARPA Fund</u>				
Revenue	\$ 1,581,445	\$ -	\$ (1,581,445)	-100.00%
Appropriated fund balance	\$ -	\$ 1,574,000	\$ 1,574,000	0.00%
Total Revenues and Transfers	\$ 1,581,445	\$ 1,574,000	\$ (7,445)	-0.47%
Expenses	\$ 1,581,445	\$ 1,574,000	\$ (7,445)	0.00%
Transfers Out	\$ -	\$ -	\$ -	0.00%
Total Expenses and Transfers	\$ 1,581,445	\$ 1,574,000	\$ (7,445)	-0.47%
<u>HENDERSON ENDOWMENT FUND</u>				
Revenue	\$ 250	\$ 250	\$ -	0.00%
Transfer In	\$ -	\$ -	\$ -	0.00%
Total Revenues and Transfers	\$ 250	\$ 250	\$ -	0.00%
Expenses	\$ -	\$ -	\$ -	0.00%
Transfers Out	\$ 250	\$ 250	\$ -	0.00%
Total Expenses and Transfers	\$ 250	\$ 250	\$ -	0.00%
<u>Debt Service Fund</u>				
Transfer In	\$ 135,234	\$ 135,234	\$ 0	0.00%
Total Revenues and Transfers	\$ 135,234	\$ 135,234	\$ 0	0.00%
Expenses	\$ 135,234	\$ 135,234	\$ -	0.00%
Transfers Out	\$ -	\$ -	\$ -	0.00%
Total Expenses and Transfers	\$ 135,234	\$ 135,234	\$ -	0.00%
<u>Capital Project Fund</u>				
Revenue	\$ 1,893,943	\$ 1,893,943	\$ -	0.00%
Transfer In	\$ -	\$ -	\$ -	0.00%
Total Revenues and Transfers	\$ 1,893,943	\$ 1,893,943	\$ -	0.00%
Expenses	\$ 1,893,943	\$ 1,758,709	\$ (135,234)	-7.14%
Transfers Out	\$ -	\$ 135,234	\$ 135,234	0.00%
Total Expenses and Transfers	\$ 1,893,943	\$ 1,893,943	\$ -	0.00%
<u>MARINA & CAMPGROUND FUND</u>				
Revenue	\$ 129,357	\$ 165,250	\$ (35,893)	27.75%
Transfer In	\$ 136,105	\$ 183,595	\$ 47,490	34.89%
Total Revenues and Transfers	\$ 265,462	\$ 348,845	\$ 11,597	31.41%
Expenses	\$ 265,462	\$ 348,845	\$ 83,383	31.41%
Total Expenses and Transfers	\$ 265,462	\$ 348,845	\$ 83,383	31.41%
<u>CEMETERY FUND</u>				
Revenue	\$ 204,640	\$ 174,476	\$ 30,164	-14.74%
Transfer In	\$ 1,000	\$ 34,205	\$ 33,205	3320.50%
Total Revenues and Transfers	\$ 205,640	\$ 208,681	\$ 63,369	1.48%
Expenses	\$ 205,640	\$ 208,681	\$ 3,041	1.48%
Total Expenses and Transfers	\$ 205,640	\$ 208,681	\$ 3,041	1.48%
TOTAL REVENUES - ALL FUNDS	\$ 9,150,944	\$ 9,638,585	\$ 487,641	5.33%
TOTAL EXPENSES - ALL FUNDS	\$ 9,150,944	\$ 9,638,585	\$ 487,641	5.33%

General Fund
 Personnel Services
 For the Fiscal Year Ending September 30, 2023
 (Proposed)

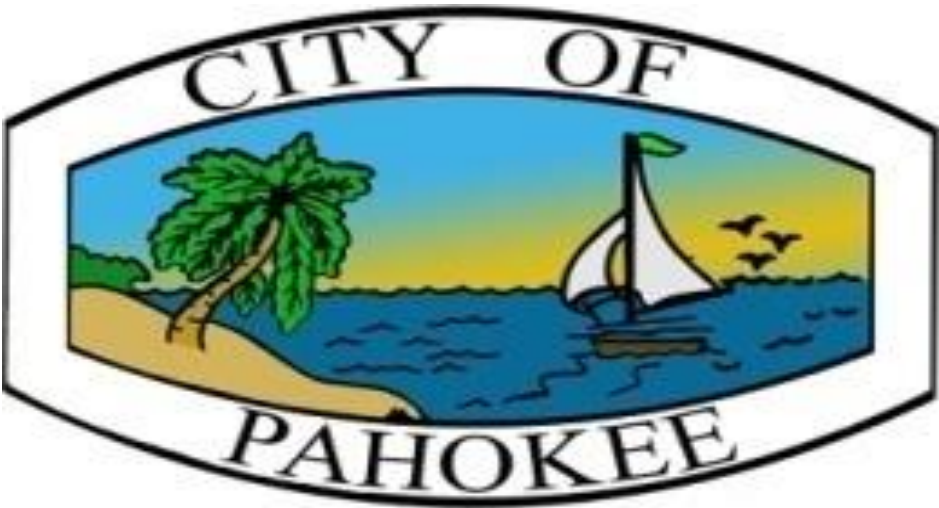
Personnel Service Detail

<u>Classification</u>	<u>Number of Positions</u>
Accounts Payable Clerk (Vacant)	1
Athletic Coordinator/Facilities	1
Administrative Assistant	1
Assistant Director of Parks & Recreation	1
Cemetery Coordinator	1
Cemetery Worker I	2
City Clerk	1
City Manager	1
Clerk Specialist	1
Planning, Building & Zoning Manager	1
Code Enforcement Officer (Part Time)(Vacant)	1
Code Enforcement Officer	1
Commission	5
Custodian (Part time)	1
Deputy City Manager / Grant Writer	1
Director of Community & Economic Dev	1
Director of Finance (Vacant)	1
Director of Parks & Recreation	1
Director of Public Services	1
Executive Assistant	1
Recreational Specialist (Part time- Seasonal)	2
Human Resources /Risk & Public Safety Manager (Vacant)	1
Senior Accountant	1
Maintenance I (PW)	6
Maintenance II (PW)	1
Maintenance III	1
Marina / Public Service Clerk III	1
Operation Manager	1
Program Director	1
Public Services Assistant Director	1
Program Specialist I/Park Ranger (Vacant)	1
Program Specialist II	1
Summer Camp Counselors (Vacant)	2
	45

**CITY OF PAHOKEE, FL
Proposed Budget for Fiscal Year 2021-2022
Personnel Service Cost by Department**

	Department / Division	2021 Funded Positions	2022 Funded Positions	Current Salaries	Salaries	FICA	Retirement	Life/Health Insurance	Workers Comp	TOTALS
General Funds										
511000	City Commission	5	5	\$ 28,200	\$ 28,200	\$ 2,157	\$ 2,073	\$ 10,000	\$ 19	\$ 38,731
512010	City Manager	1	2	\$ 165,000	\$ 202,930	\$ 15,524	\$ 9,930	\$ 12,500	\$ 79	\$ 240,963
512020	City Clerk	1	1.5	\$ 72,000	\$ 105,470	\$ 8,068	\$ 7,752	\$ 12,300	\$ 47	\$ 133,638
513010	Finance	4	4	\$ 91,600	\$ 194,277	\$ 14,862	\$ 14,279	\$ 14,500	\$ 117	\$ 238,036
513020	Human Resources	1	1	\$ 62,500	\$ 66,250	\$ 5,068	\$ 4,594	\$ 8,900	\$ 77	\$ 84,889
524000	Protective Inspections	3	4	\$ 144,900	\$ 183,574	\$ 14,043	\$ 13,493	\$ 31,150	\$ 500	\$ 242,761
541000	Roads and Streets	14	12.5	\$ 413,263	\$ 614,115	\$ 46,980	\$ 64,537	\$ 67,100	\$ 5,000	\$ 797,732
555000	Community Development	2	1.5	\$ 112,000	\$ 149,573	\$ 11,442	\$ 10,994	\$ 17,050	\$ 113	\$ 189,171
572000	Recreation Dept- City	5	8	\$ 180,347	\$ 210,120	\$ 16,074	\$ 15,444	\$ 51,500	\$ 2,500	\$ 295,638
572020	Recreation Dept-PBC	2	2	\$ 87,410	\$ 68,600	\$ 5,248	\$ 8,842	\$ 12,115	\$ 2,588	\$ 114,527
572150	Parks Department	0	0	\$ 5,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	General Funds Total									\$ 2,376,085
Enterprise & Special Revenue Funds										
575000	Marina & Campground	1	0.5	\$ 23,159	\$ 17,000	\$ 1,301	\$ 1,250	\$ 3,609	\$ -	\$ 23,159
539000	Cemetery	3	3	\$ 121,692	\$ 86,420	\$ 6,652	\$ 5,963	\$ 18,172	\$ 4,485	\$ 121,692
	Enterprise Funds Totals									
	ALL TOTAL FUNDS		45		\$ 1,926,529	\$ 147,420	\$ 159,150	\$ 258,896	\$ 15,525	\$ 2,520,936

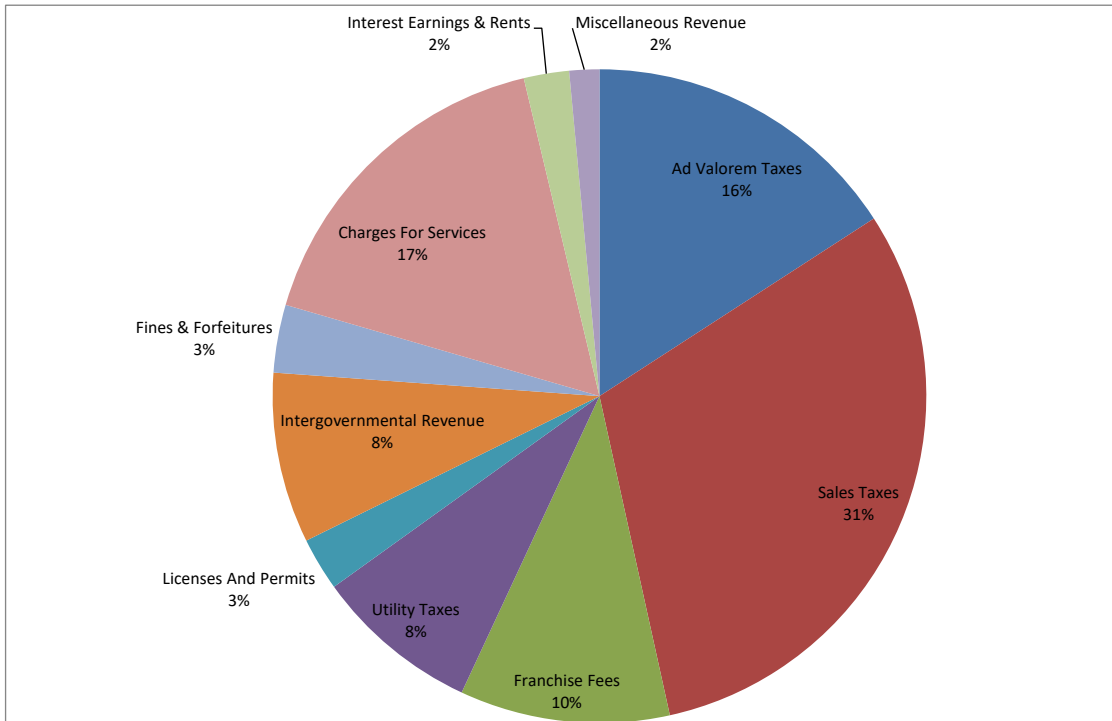
General Fund



City of Pahokee, Florida
General Fund
Revenues by Type
For The Fiscal Year Ending September 30, 2023

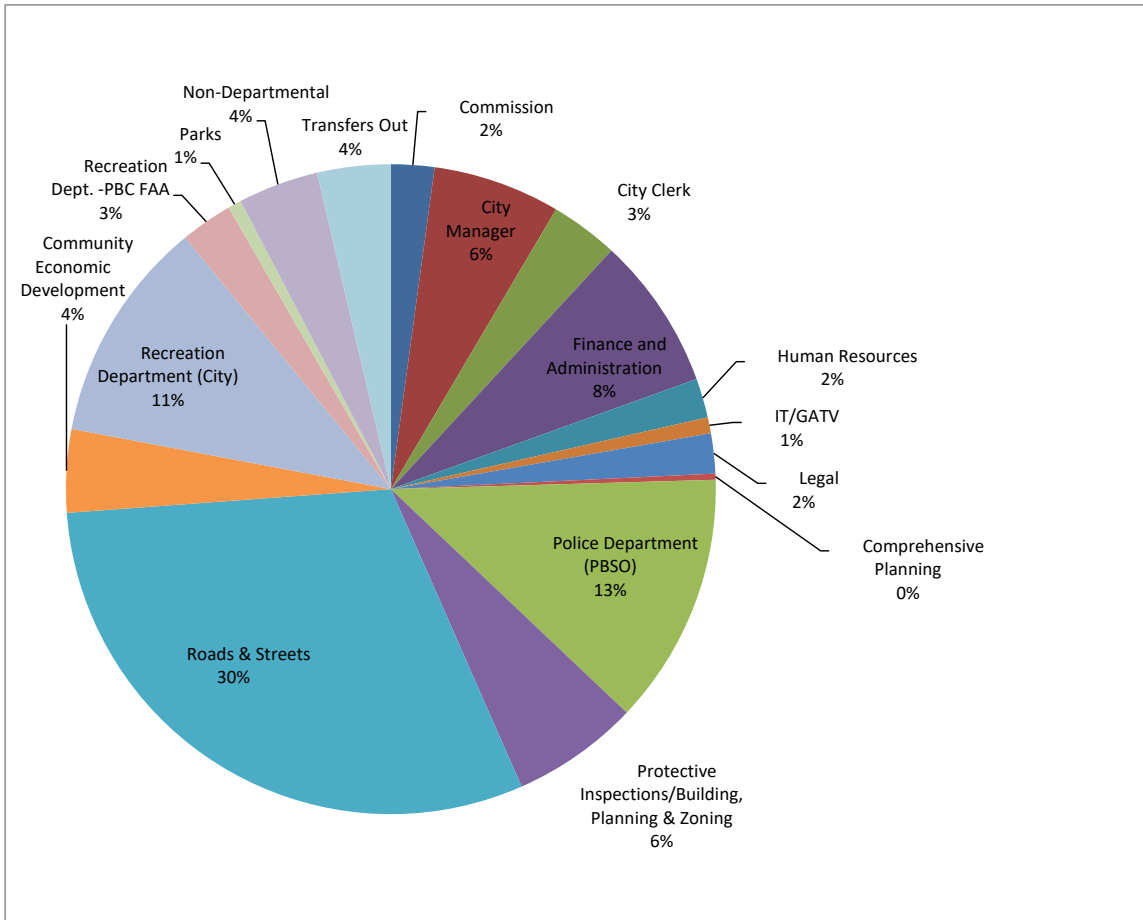
Section H, Item B.

<u>Revenues</u>	Proposed Budget	Percent of Total
Ad Valorem Taxes	\$ 656,529	13.06%
Sales Taxes	1,270,668	25.27%
Franchise Fees	430,000	8.55%
Utility Taxes	337,762	6.72%
Licenses And Permits	108,802	2.16%
Intergovernmental Revenue	349,320	6.95%
Fines & Forfeitures	139,000	2.76%
Charges For Services	694,520	13.81%
Interest Earnings & Rents	92,745	1.84%
Miscellaneous Revenue	61,331	1.22%
Total Revenues	\$ 5,027,632	100.00%



**City of Pahokee, Florida
General Fund
Expenditures by Department
For The Fiscal Year Ending September 30, 2023**

Departments	Proposed Budget	Percent of Total
Commission	108,349	2.16%
City Manager	318,363	6.33%
City Clerk	170,285	3.39%
Finance and Administration	383,236	7.62%
Human Resources	98,325	1.96%
IT/GATV	40,000	0.80%
Legal	100,000	1.99%
Comprehensive Planning	15,250	0.30%
Police Department (PBSO)	630,000	12.53%
Protective Inspections/Building, Planning & Zoning	318,511	6.34%
Roads & Streets	1,529,841	30.43%
Community Economic Development	207,821	4.13%
Recreation Department (City)	558,922	11.12%
Recreation Dept. -PBC FAA	130,627	2.60%
Parks	33,383	0.66%
Non-Departmental	201,125	4.00%
Transfers Out	183,595	3.65%
Total Expenditures	\$ 5,027,632	100.00%



City of Pahokee, Florida
General Fund
Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2023

Account #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
311000	Current Year Ad Valorem Taxes	\$ 618,469	\$ 626,750	656,529
311100	Early Payment Discounts	(18,000)	(18,000)	(18,000)
311200	Prior Years' Ad Valorem Taxes	18,000	18,000	18,000
312100	New Local Option Gas Tax (Ct	57,102	49,250	52,000
312200	Local Option Gas Tax	135,260	107,568	135,000
313100	Franchise Fees - Electric	238,955	219,883	240,000
314100	Communication Service Tax	72,383	62,853	73,000
314200	Water Utility Service Tax	71,847	48,483	72,000
314300	Propane Utility Service Tax	5,000	5,763	5,000
314400	Electric Utility Service Tax	260,762	209,014	260,762
321000	Business Tax Receipts	15,000	8,273	15,000
321051	Business Tax Receipts(Late Fees)	700	1,038	700
338100	County Business Tax Receipts	16,000	8,584	16,000
322000	Building Permits	40,000	63,655	65,000
322500	Inspection Fee	3,000	7,250	7,500
323500	Education Fee	1,000	1,766	1,000
324000	Site Plan Review	20,000	31,944	32,000
324200	Site Plan - Rezoning Fees	-	3,000	-
334100	FL DOT Lighting Agreement	59,720	-	59,720
334255	FL DOT Road Grant	-	1,534,763	-
335200	State Revenue Sharing	461,834	377,707	461,000
335300	Mobile Home Licenses	3,602	966	3,602
335400	Alcoholic Beverage Licenses	1,000	-	1,000
335500	8th Cent Motor Fuel Tax-Trns	84,734	120,696	84,734
335700	1/2 Cent Sales Tax	463,934	381,803	463,934
335490	DOR - Motor Fuel Tax Refunds	1,200	-	1,200
337120	PBC Economic Development Grant (CDBG)	44,866	40,256	45,000
313400	SWA Recycling Shared Revenue	400	-	400
338200	DJJ - Paymt in Lieu of Taxes	142,900	-	142,900
338300	PHA - Paymt in Lieu of Taxes	25,000	23,866	25,000
337875	Early Learning Coalition	73,000	86,556	75,000
341300	Election Qualifying Fee	500	1,072	500
341400	Title Searches	5,000	10,040	7,500
341500	Photo Copy Charges	900	579	900
366400	Bench Advertising Revenue	1,800	1,395	1,800
347007	After School Rec Activity Fe	1,300	2,000	1,300
347010	Summer Recreation Program Fe	7,020	100	7,020
347011	Basketball/Baseball/Softball	500	2,480	500
347015	Basketball/Baseball Donation	500	-	500

City of Pahokee, Florida
General Fund
Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2023

Account #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
347020	Cheerleader Registration	1,500	-	1,500
347027	Track - Registration Fees	500	-	500
347040	Orange Bowl - Sponsorship	5,000	2,906	5,000
347042	Football - Registration	5,000	750	5,000
347045	Flag Football - Concessions	4,000	3,060	4,000
347047	Recreation Department - Donations	-	4,840	-
350100	Court Fines	4,000	-	4,000
350500	Code Enforcement Fines	115,000	135,466	135,000
350505	Vacant Properties Registry	1,300	200	1,300
360100	Interest Income	1,000	-	1,000
360350	Interest - SBA	1,000	170	1,000
361049	Interest - Investment	1,000	-	1,000
361050	Interest Income	1,000	-	1,000
362200	Rents - Metro PCS	22,307	22,309	22,307
362300	Rents - Cafeteria	4,000	6,350	4,000
362400	Rent-Everglades Preparatory	35,438	27,146	35,438
362590	Rent-Lutheran Services	27,000	20,697	27,000
362910	Rent -MLK Parks/Comm	-	750	-
363100	Donations - Back to School Bash	5,000	-	5,000
363000	Donations	25,000	31,356	5,000
364200	Insurance Proceeds	-	6,368	-
369098	Other Miscellaneous Revenues	215,074	79,498	40,631
343600	Water Entity Fees	190,000	153,115	190,000
343400	Garbage Fee Income	552,000	468,298	552,000
343420	Container Fee Income	19,000	16,311	19,000
343430	Recycling Fee Income	41,000	36,229	41,000
343700	Infrastructure Fee	24,000	20,523	24,000
	Other Sources: Appropriated Fund Balance	485,602	-	886,955
TOTAL REVENUES/OTHER SOURCES		\$ 4,720,909	\$ 5,075,695	\$ 5,027,632

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 511000 City Commission

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
110	Executive Salaries	\$ 28,200	\$ 23,900	\$ 28,200
120	Regular Salaries & Wages			
130	Part Time Salaries & Wages		-	-
	1.5% Cost of Living Increase			
	2.5% Performance Increase			
110/120/130	Salaries & Wages	28,200	23,900	28,200
210	FICA Taxes	2,157	3,370	2,157
221	FLC Ret 3%	1,227	693	846
220	FLC 4.35%	846	1,004	1,227
230	Life and Health Insurance	18,371	9,764	10,000
240	Worker's Compensation	19	-	19
	TOTAL PERSONNEL SERVICE	50,820	38,731	42,449
310	Professional Fees	14,600	30,952	8,500
360	Travel & Per Diem	30,000	25,964	40,000
367	Other Charges	1,500	3,073	4,000
482	Tri-Cities Barbecue	5,000	3,505	5,000
483	Tri-Cities Meeting	900	-	900
489	Contributions & Sponsorships		-	-
515	Dues	5,000	875	1,000
528	Uniforms	500	419	500
559	Books & Subscriptions	-	-	-
561	Conference Registrations	5,000	1,000	6,000
	TOTAL OPERATING EXPENDITURES	62,500	65,788	65,900
	*Total City Commission	\$ 113,320	\$ 104,519	\$ 108,349

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023

Dept 512010 City Manager

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
110	Executive Salaries	\$ 183,208	\$ 173,297	\$ 165,500
120	Regular Salaries & Wages			27,500
130	Part Time Salaries & Wages			-
	3.5% Cost of Living Increase			5,793
	2.5% Performance Increase			4,138
110/120/130	Salaries & Wages	183,208	140,109	202,930
210	FICA Taxes	14,770	10,718	15,524
220	League of Cities Retirement 5%	10,554	-	9,930
221	FLC Ret 4.35%	-	-	-
230	Life and Health Insurance	-	-	12,500
240	Worker's Compensation	79	-	79
	TOTAL PERSONNEL SERVICE	208,611	150,827	240,963
310	Professional Fees	1,500	1,550	1,800
340	Contractual Services	48,000	55,000	55,000
360	Travel & Per Diem -Seminars	7,500	1,535	3,500
367	Other Charges	4,000	7,472	4,000
368	City Manager Luncheons	500	-	500
461	Repairs/Maintennce	4,000	2,652	3,500
515	Dues	900	1,412	500
524	Fuel	4,000	8,606	7,500
528	Uniforms	100	83	100
561	Conference Registration	1,500	250	1,000
	TOTAL OPERATING EXPENDITURES	72,000	78,560	77,400
	*Total City Manager	\$ 280,611	\$ 229,387	\$ 318,363

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 512020 City Clerk

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
110	Executive Salaries	\$ 72,000	\$ 60,646	\$ 72,000
120	Regular Salaries & Wages	\$ -	\$ -	\$ 27,500
	3.5% Cost of Living Increase	-	-	3,483
	2.5% Performance Increase	-	-	2,488
	5140000 Overtime	-	-	-
	5150000 Special Pay	-	-	-
110/120/130	Salaries & Wages	72,000	60,646	105,470
150	Special Pay	-	-	-
210	FICA Taxes	5,508	4,471	8,068
220	FLC Ret 3%	2,160	997	3,164
221	FLC Ret 4.35%	3,132	1,566	4,588
230	Life and Health Insurance	7,462	5,736	12,300
240	Worker's Compensation	47	-	47
TOTAL PERSONNEL SERVICE		90,309	73,416	133,638
310	Professional Services	2,125	3,565	11,172
340	Contractual Services	-	-	-
360	Travel & Per Diem	1,125	820	5,000
367	Other Charges	-	9,552	4,500
414	Cellular Service	800	233	250
461	Repair/Maintenance	500	60	500
490	Advertising	2,125	1,867	2,125
497	Election Staffing	15,000	12,897	10,000
515	Dues	250	305	350
524	Fuel	250	186	250
561	Conference Registration	650	815	2,500
TOTAL OPERATING EXPENDITURES		22,825	30,300	36,647
*Total City Clerk		\$ 113,134	\$ 103,716	\$ 170,285

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 513010 Financial & General Accounting

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
110	Executive Salaries	-	-	100,000
120	Regular Salaries & Wages	75,120	56,782	72,000
130	Part Time Salaries & Wages	24,318	9,680	16,120
	3.5% Cost of Living Increase	-	-	6,157
	2.5% Performance Increase	-	-	-
110/120/130	Salaries & Wages	99,438	66,462	194,277
150	Special Pay	-	-	-
210	FICA Taxes	13,727	4,963	14,862
220	FLC Ret 3%	5,383	2,009	5,828
221	FLC Ret 4.35%	7,806	2,913	8,451
230	Life and Health Insurance	22,388	7,380	14,500
240	Worker's Compensation	117	-	117
	TOTAL PERSONNEL SERVICE	148,859	83,727	238,036
310	Professional Fees	91,020	118,077	110,000
320	Accounting & Auditing	20,832	23,670	15,000
360	Travel & Per Diem	1,500	2,578	2,000
367	Other Charges	1,300	42	500
461	Repair & Maintenance	1,000	-	1,000
470	Accounting Software Service	9,155	9,613	10,000
478	Printing (Checks & Deposit slips)	550	-	550
490	Advertising	1,500	1,916	2,500
492	Bank Charges/Fees	2,500	-	500
493	Other Current Charges	-	-	-
515	Dues	250	45	100
520	Operating Supplies	1,500	734	1,500
524	Fuel	900	-	450
528	Uniforms	150	33	100
561	Conference Registrations	1,000	835	1,000
	TOTAL OPERATING EXPENDITURES	133,157	157,543	145,200
	*Total Financial & General Accounting	\$ 282,016	\$ 241,270	\$ 383,236

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 513020 Human Resources

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
110	Executive Salaries	\$ 62,500	\$ 49,950	\$ 62,500
120	Regular Salaries & Wages	\$ -	\$ -	\$ -
130	Part Time Salaries & Wages	\$ 1,250	\$ -	\$ -
	3.5% Cost of Living Increase	\$ -	\$ -	\$ 2,188
	2.5% Performance Increase	\$ -	\$ -	\$ 1,563
110/120/130	Salaries & Wages	63,750	49,950	66,250
150	Special Pay	-	-	-
210	FICA Taxes	4,877	3,564	5,068
220	FLC Ret 3%	1,875	1,513	1,875
221	FLC Ret 4.35%	2,719	2,195	2,719
230	Life and Health Insurance	7,462	7,380	8,900
240	Worker's Compensation	77	-	77
	TOTAL PERSONNEL SERVICE	80,760	64,602	84,889
310	Professional	950	-	950
360	Travel & Per Diem	2,652	435	500
367	Other Charges	5,200	233	200
461	Repairs/Maintenance	316	-	316
478	Printing	150	-	150
490	Advertising	600	-	400
493	Other Current Charges	-	-	-
494	Background Screening	500	-	500
515	Dues	600	239	600
520	Operating Supplies	300	202	300
521	Computer Supplies	450	-	250
524	Fuel	300	49	150
528	Uniforms	120	33	120
559	Books & Subscriptions	-	-	-
561	Conference Registrations	1,800	580	1,000
576	Maint - Payroll Program	12,000	8,317	8,000
	TOTAL OPERATING EXPENDITURES	25,938	10,088	13,436
	*Total Human Resources	\$ 106,698	\$ 74,690	\$ 98,325

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 513030 IT / GATV ACCESS

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
310	Professional Services	63,000	63,323	40,000
	<i>TOTAL OPERATING EXPENDITURES</i>	63,000	63,323	40,000
	<i>*Total IT / GATV Access</i>	\$ 63,000	\$ 63,323	\$ 40,000

**City of Pahokee, Florida
 General Fund
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2023**

Dept 514000 Legal Counsel

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
310	Professional Fees	100,000	109,089	100,000
	TOTAL OPERATING EXPENDITURES	100,000	109,089	100,000
	<i>*Total Legal Counsel</i>	\$ 100,000	\$ 109,089	\$ 100,000

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 515000 Comprehensive Planning

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
310	Professional Fees	20,000	6,400.00	12,000
367	Other Charges	250	-	250
490	Advertising	500	422	3,000
<i>TOTAL OPERATING EXPENDITURES</i>		20,750	6,822	15,250
<i>*Total Comprehensive Planning</i>		\$ 20,750	\$ 6,822	\$ 15,250

**City of Pahokee, Florida
 General Fund
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2023**

Dept 521000 Police Department (PBSO)

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
310	Professional Services	565,502	565,502	630,000
	<i>TOTAL OPERATING EXPENDITURES</i>	565,502	565,502	630,000
	<i>*Total Police Department</i>	\$ 565,502	\$ 565,502	\$ 630,000

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 524000 Building, Planning & Zoning/Protective Inspections

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
110	Executive Salaries	-	-	-
120	Regular Salaries & Wages	\$ 170,940	\$ 94,738	\$ 173,260
130	Part Time Salaries & Wages	\$ 3,419	\$ 8,359	\$ -
	3.5% Cost of Living Increase	\$ -	\$ -	\$ 5,983
	2.5% Performance Increase	\$ -	\$ -	\$ 4,332
110/120/130	Salaries & Wages	174,359	103,097	183,574
150	Special Pay	-	-	-
210	FICA Taxes	13,338	6,777	14,043
220	FLC Ret 3%	5,231	2,600	5,507
221	FLC Ret 4.35%	7,585	3,583	7,985
230	Life and Health Insurance	22,388	17,056	31,150
240	Worker's Compensation	2,273	-	500
	TOTAL PERSONNEL SERVICE	225,174	133,113	242,761
310	Professional Services	40,000	44,423	55,000
360	Travel & Per Diem	622	2,147	3,000
461	Repair/Maintenance	500	-	500
478	Printing	500	-	500
515	Dues	230	1,655	2,000
520	Operating Supplies	1,000	1,665	2,000
524	Fuel	2,000	960	1,500
528	Uniforms	400	132	250
561	Conference Registration	1,470	-	1,000
577	Program-BPC Code Software Service	8,000	8,000	10,000
600	Capital Outlay	-	-	-
	TOTAL OPERATING EXPENDITURES	54,722	58,982	75,750
	*Total Protective Inspections	\$ 279,896	\$ 192,095	\$ 318,511

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 541000 Roads & Streets

Object #	Account Name	Amended Budget	Actual YTD	Proposed Budget
		2021-2022	2021-2022	2022-2023
110	Executive Salaries	\$ 67,000	\$ 56,692	\$ 194,000
120	Regular Salaries & Wages	445,573	289,206	370,000
130	Part Time Salaries & Wages	32,160	17,326	32,160
	3.5% Cost of Living	-	-	17,955
	2.5% Performance Increase	-	-	-
110/120/130	Salaries & Wages	544,733	363,224	614,115
150	Special Pay	-	-	-
210	FICA Taxes	41,672	26,023	46,980
211	FRS Retirement Contributions	6,700	6,210	19,400
220	FLC Ret 3%	16,339	7,012	18,423
221	FLC Ret 4.35	23,696	2,860	26,714
230	Life and Health Insurance	98,552	56,074	67,100
240	Worker's Compensation	31,452	-	5,000
	TOTAL PERSONNEL SERVICE	763,144	461,403	797,732
310	Professional Services	3,060	926	1,500
311	Drug Testing	510	152	450
320	Accounting & Auditing	6,375	-	5,000
340	Contractual Services	489,600	449,000	510,000
352	Tipping Fees	2,591	-	-
360	Travel & Per Diem	510	909	1,500
367	Other Charges	3,060	2,718	3,060
410	Communications - Local Servi	2,448	1,069	1,500
413	Communications - Long Distan	1,020	2,520	2,800
431	Electric Service	106,080	89,053	105,000
432	Water, Sewer & Solid Waste S	4,896	3,123	4,000
450	General Liability Insurance	7,866	-	7,866
451	Auto Liability Insurance	5,000	-	3,000
452	Property Insurance	3,059	-	2,500
461	Repair/Maintenance	36,650	46,541	45,000
480	Promotional Activities	510	-	510
498	Vehicle Registration Fees	204	-	204
510	General Office Supplies	510	2,213	510
520	Operating Supplies	3,109	2,909	3,109
524	Fuel	15,300	17,164	21,000
525	Chemicals	1,734	658	2,500
526	Small Equipment	1,530	9,408	5,500
528	Uniforms	2,040	2,556	3,200
529	Protective Apparel	1,020	735	900
555	Sign/Sidewalk/Street/Replacements	2,257	994	1,500
561	Conference Registrations	-	-	-
	TOTAL OPERATING EXPENDITURES	700,939	632,648	732,109
600	CAPITAL OUTLAY	-	-	-
601	Local Discretionary Surtax	-	-	-
603	Hurricane (Emergency)	-	-	-
604	SWA Demo Grant	-	-	-
	TOTAL CAPITAL OUTLAY	-	-	-
	*Total Roads & Streets	\$ 1,464,083	\$ 1,094,051	\$ 1,529,841
	Solid Waste Expense (Physical Services)	413,780	326,017	510,000
	*Total Roads & Streets	\$ 1,050,303	\$ 768,034	\$ 1,019,841

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 555000 Community Economic Development

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
110	Executive Salaries	\$ 78,500	\$ 23,423	\$ 113,500
120	Regular Salaries & Wages	50,000	-	30,000
130	Part Time Salaries & Wages	2,170	-	-
	3.5% Cost of Living Increase	-	-	6,073
110/120/130	Salaries & Wages	130,670	23,423	149,573
210	FICA Taxes	13,216	1,792	11,442
220	FLC Ret 3%	5,183	-	4,487
221	FLC Ret 4.35%	7,516	-	6,506
230	Life and Health Insurance	15,954	-	17,050
240	Worker's Compensation	113	-	113
	TOTAL PERSONNEL SERVICE	172,652	25,215	189,171
360	Travel & Per Diem	500	909	250
367	Other Charges	500	1,525	1,500
461	Repair/Maintenance	500	-	200
478	Printing	300	-	200
480	Promotion	100,000	76,939	15,000
515	Dues	1,100	-	500
520	Operating Supplies	350	550	800
524	Fuel	500	-	200
	TOTAL OPERATING EXPENDITURES	103,750	79,923	18,650
	*Total Community Development	\$ 276,402	\$ 105,138	\$ 207,821

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 572000 Recreation Department - City

Object #	Account Name	Amended Budget	Actual YTD	Proposed Budget
		2021-2022	2021-2022	2022-2023
110	Executive Salaries	\$ 60,000	\$ 52,113	\$ 60,000
120	Regular Salaries & Wages	93,900	73,435	142,000
130	Part Time Salaries & Wages	106,324	36,374	-
	3.5% Cost of Living Increase	-	-	8,120
	2.5% Performance Increase	-	-	-
110/120/130	Salaries & Wages	260,224	161,922	210,120
150	Special Pay	7,000	7,000	-
210	FICA Taxes	19,907	12,090	16,074
211	FRS Retirement Contributions	-	-	-
221	FLC Ret 4.35%	11,223	3,779	6,304
220	FLC Ret 3%	7,903	5,477	9,140
230	Life and Health Insurance	22,388	38,062	51,500
240	Worker's Compensation	3,988	-	2,500
	TOTAL PERSONNEL SERVICE	332,633	228,330	295,638
310	Professional Services	-	77	-
320	Annual Audit Fee	5,000	-	2,500
340	Contract - Janitorial Service	14,950	11,871	20,000
342	Copier Lease	2,300	3,526	5,000
354	Permit	1,000	-	1,500
360	Travel & Per Diem	3,500	957	1,500
367	Other Charges	3,000	4,170	5,000
410	Communications - Local Servi	6,000	14,712	16,000
411	Gym Alarm Honeywell (entire complex)	1,340	-	6,000
413	Communications - Long Distan	500	466	1,000
415	Internet Service	3,500	6,338	7,500
420	Postage	200	-	-
431	Electric Service	45,000	43,351	55,000
432	Water, Sewer, & Solid Waste	7,500	5,923	7,500
436	Solid Waste Assessment	8,408	2,863	8,408
450	General Liability Insurance	12,204	-	12,204
451	Auto Liability Insurance	4,500	-	4,500
452	Property Insurance	24,322	-	24,322
461	Repair/Maintenance	25,000	32,241	30,000
494	HRS Background Screening	800	631	800
495	Cafeteria Expenses	2,500	266	2,000
496	Security (Special Events)	1,000	48	1,000
499	Annual Fire Safety Ins	-	335	350
510	General Office Supplies	4,220	408	2,500
515	Dues	1,000	1,010	3,000
520	Operating Supplies	11,000	3,359	3,700
524	Fuel	7,000	7,568	9,000
526	Small equipment	20,000	-	-
528	Uniforms	1,400	5,283	1,500
530	Food - After School Program	700	293	500
531	Misc. Expenses - After School Program	5,207	5,368	6,500
532	After School Program - Supplies	-	-	-
537	Program Supplies	10,000	11,823	15,000
544	Back-To-School BASH	6,000	9,218	9,500
561	Conference registration	2,000	-	-
	TOTAL OPERATING EXPENDITURES	241,051	172,028	263,284
	*Total Recreation Department - City	\$ 573,684	\$ 400,358	\$ 558,922

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 572020 Recreation Department - PBC

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
120	Regular Salaries & Wages	68,600	74,695	87,410
130	Part Time Salaries & Wages		-	
	3.5% Cost of Living Increase	-	-	-
	2.5% Performance Increase	-	-	-
110/120/130	Salaries & Wages	68,600	74,695	87,410
210	FICA Taxes	5,248	5,570	6,687
211	FRS Retirement Contributions	3,800	-	3,800
220	FLC Ret 3%	2,058	1,208	2,058
221	FLC Ret 4.35%	2,984	-	2,984
230	Life and Health Insurance	12,115	-	9,000
240	Worker's Compensation	2,588	-	2,588
	TOTAL PERSONNEL SERVICE	97,393	81,473	114,527
360	Travel and Per Diem	700	-	1,000
502	Miscellaneous	-	-	-
528	Uniforms	700	285	500
530	Food - After School Program	1,100	783	1,100
535	Contributions & Sponsorships	6,000	900	5,000
537	Program Supplies	6,800	6,772	7,500
561	Conference Registration	-	-	1,000
	TOTAL OPERATING EXPENDITURES	15,300	8,740	16,100
	*Total Recreation Department - PBC	\$ 112,693	\$ 90,213	\$ 130,627

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 572150 Parks Department

Object #	Account Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
320	Accounting & Auditing	500	-	500
431	Electric Service	5,135	4,085	5,135
432	Water, Sewer & Solid Waste S	11,000	12,422	11,000
436	Solid Waste Assessment	3,357	5,729	3,357
450	General Liability Insurance	2,425	-	2,425
452	Property Insurance	3,363	-	3,363
461	Repair/Maintenane	6,853	13,872	6,853
499	Annual Fire Safety Inspection	50	100	50
520	Operating Supplies	200	112	200
525	Chemicals	500	20	500
	<i>TOTAL OPERATING EXPENDITURES</i>	33,383	36,340	33,383
	<i>*Total Parks Department</i>	\$ 33,383	\$ 36,340	\$ 33,383

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2023**

Dept 590000 Non-Departmental

Object #	Account Number/Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
310	Professional Fees	20,800	9,279	20,800
342	Copier Lease	17,000	15,742	18,500
367	Other Charges-City Hall	15,500	8,172	15,500
410	Communications - Local	10,288	10,218	11,300
413	Communications - Long Distance	2,118	-	2,118
415	Internet for City	6,000	7,300	7,200
420	Postage	6,500	3,662	5,000
431	Electric Service	15,000	7,522	8,500
432	Water, Sewer and Solid Waste	10,000	2,559	3,500
434	East Beach Water Assessment-Inc 246 E Main	-	4,237	6,500
436	Solid Waste Assessment	2,719	2,865	3,000
440	Rentals and Leases	2,800	-	2,800
450	General Liability Insurance	17,626	-	17,626
451	Auto Liability Insurance	1,933	-	1,933
452	Property Insurance	28,141	-	28,141
461	Repair/Maintenance	10,192	26,672	10,192
478	Printing	200	-	200
480	Promotional Activities	2,250	-	2,250
487	Employee of the Quarter	700	-	700
488	Employee of the Year	500	-	500
499	Annual Fire Safety Inspection	200	50	200
510	General Office Supplies	4,000	1,231	4,500
515	Books, Dues & Subscription	165	-	165
546	Fourth of July Celebration	25,000	25,000	30,000
600	Capital Outlay	-	-	-
	TOTAL OPERATING EXPENDITURES	199,632	124,509	201,125
920	Interfund Transfer Marina	136,105	-	183,595
	TOTAL INTERFUND TRANSFER	136,105	-	183,595
	*Total Non-Departmental	\$ 335,737	\$ 124,509	\$ 384,720

Henderson Endowment Fund



**City of Pahokee, Florida
Henderson Endowment Fund
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2023**

Fund 051 - Henderson Endowment

Object#	Account Number/Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
REVENUES/OTHER SOURCES				
360150	Interest Income	250	-	250
	TOTAL REVENUES/OTHER SOURCES	250	-	250
EXPENDITURES				
581010	Interfund Tsfr Out - Cemetery	250	-	250
	TOTAL EXPENSES	\$ 250	\$ -	\$ 250

Special Revenue Fund



City of Pahokee, Florida
Special Revenue Fund
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2023

Fund 100 - Special Revenue Fund

Object#	Account Number/Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
REVENUES/OTHER SOURCES				
335800	Disc Sales Surtax 1%	348,061	399,675	450,000
	TOTAL REVENUES/OTHER SOURCES	348,061	399,675	450,000
EXPENDITURES				
631	Capital Outlay Disc Surtax (1%)	180,768	7,485	314,766
911	Interfund Transfer Debt Fund	167,293	-	135,234
	TOTAL EXPENSES	\$ 348,061	\$ 7,485	\$ 450,000

ARPA INTERGOVERNMENTAL FUND

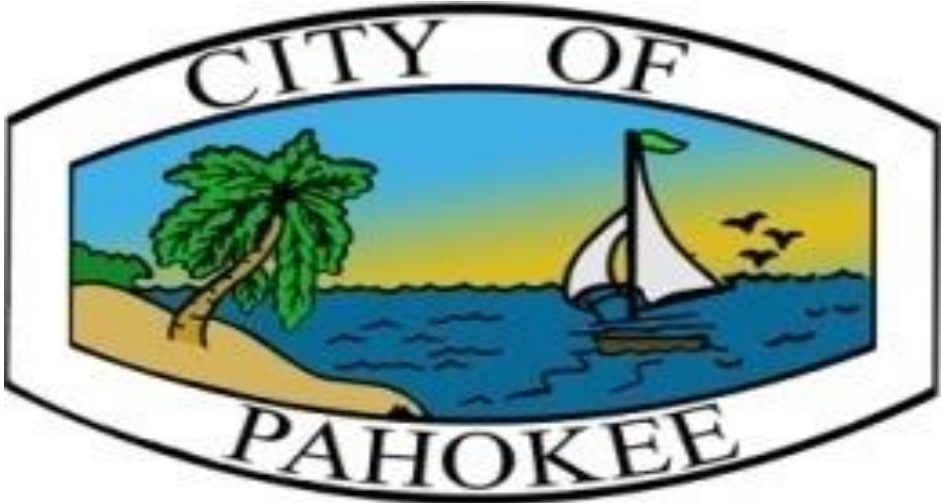


City of Pahokee, Florida
Special Revenue Fund
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2023

Fund 110 - ARPA Intergovernmental Fund

Object#	Account Number/Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
REVENUES/OTHER SOURCES				
335850	Intergovernmental Revenue	1,581,445	3,162,890	-
	Appropriated fund balance	-	-	1,574,000
	TOTAL REVENUES/OTHER SOURCES	1,581,445	3,162,890	1,574,000
EXPENDITURES				
600	Capital Outlay	1,581,445	-	1,574,000
	TOTAL EXPENSES	\$ 1,581,445	\$ -	\$ 1,574,000

Debt Service Fund



**City of Pahokee, Florida
Debt Service Fund
Schedule of Revenues
For The Fiscal Year Ending September 30, 2023**

Fund 220- Debt Fund

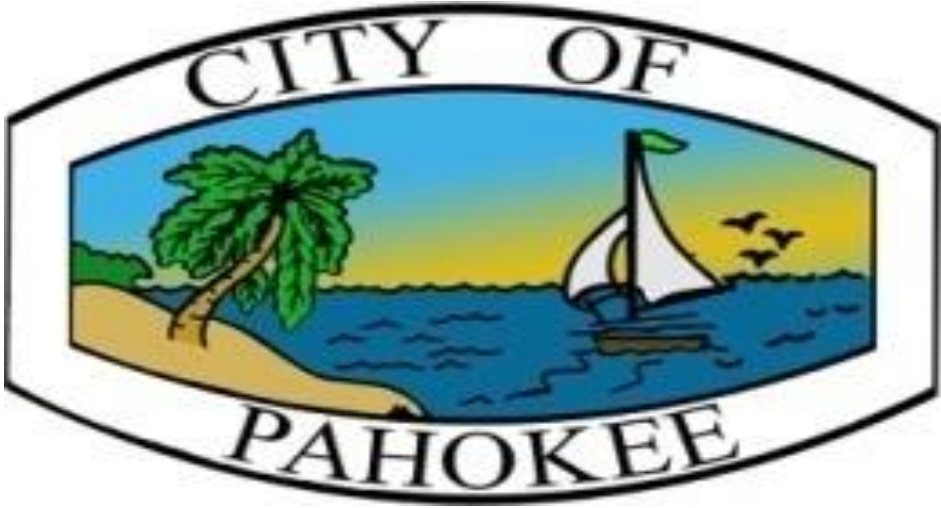
Object #	Account Number/Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
	REVENUES/OTHER SOURCES			
	Subtotal - Capital Projects - Revenues	-	-	-
381220	Interfund transfer in from Capital Projects Fund	135,234	-	135,234
	TOTAL Debt Service Fund REVENUES	\$ 135,234	\$ -	\$ 135,234

City of Pahokee, Florida
Debt Service Fund
Schedule of Expenses
For The Fiscal Year Ending September 30, 2023

Debt Fund

Object #	Account Number/Name	Amended Budget 2021-2022	Actual YTD 2020-2021	Proposed Budget 2022-2023
711	Principal on Loan	125,017	105,123	130,630
721	Interest Expense	10,217	19,405	4,604
	TOTAL OPERATING EXPENSE	135,234	124,528	135,234
	Interfund Transfer	-	-	-
	Total Interfund Transfer	-	-	-
		-	-	-
	*Total Debt Service Fund	\$ 135,234	\$ 124,528	\$ 135,234

Capital Project Fund



**City of Pahokee, Florida
Capital Project Fund
Schedule of Revenues
For The Fiscal Year Ending September 30, 2023**

Fund 330 - Capital Project Fund

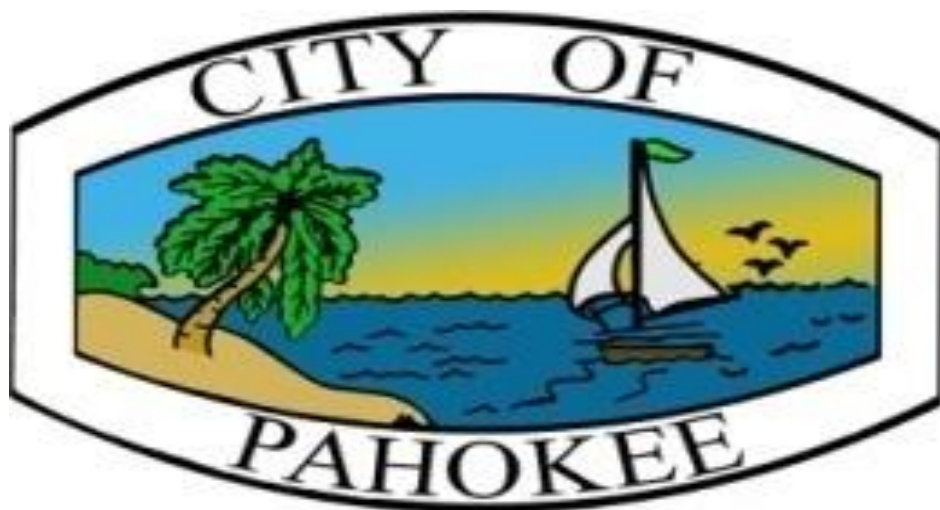
Object #	Account Number/Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
REVENUES/OTHER SOURCES				
	Capital Outlay (FDOT Road Project) EDTF-			
334255	phase 4,5, SCOP -McClure	1,143,943	178,242	1,103,943
334300	Storm Waste Authority Grant		-	-
335800	LOCAL Discretionary Sales Surtax (1%)	-	-	-
384630	Debt Proceeds		-	
334302	East Lake Village (Storm Drains)	750,000	-	750,000
334303	Brownfield Grant		(29,500)	
334300	SWA Grant	-		40,000
369098	Other Micellaneous Revenues		-	
	Subtotal - Capital Projects - Revenues	1,893,943	148,742	1,893,943
	Interfund transfer in	-		-
	TOTAL CAPITAL PROJECTS REVENUES	\$ 1,893,943	\$ 148,742	\$ 1,893,943

City of Pahokee, Florida
Capital Project Fund
Schedule of Expenses
For The Fiscal Year Ending September 30, 2023

Capital Project Fund

Object #	Account Number/Name	Amended Budget 2021-2022	Actual Budget 2021-2022	Proposed Budget 2022-2023
600	Capital Outlay (FDOT Road Project) Barfield Hwy	1,143,943	3,435,504	
631	Capital Outlay (FDOT Road Project) EDTF-phase 4,5, SCOP -McClure			968,709
621	Local Discretionary Sales Surtax		7,300	-
622	Commissioners Park Grant			
622	Football Field Renovation			
635	Glades Citizens Villa			
	East Lake Village (Storm Drains)	750,000	-	750,000
637	BrownField Grant Reconstruction		-	
634	SWA Grant		-	40,000
	TOTAL OPERATING EXPENSE	1,893,943	3,442,804	1,758,709
911	Interfund Transfer Debt Fund	-	-	135,234
	<i>Total Interfund Transfer</i>	-	-	135,234
912	Interfund Transfer Out to General Fund	-	-	-
	<i>Total Interfund Transfer</i>	-	-	-
	*Total Capital Project Fund	\$ 1,893,943	\$ 3,442,804	\$ 1,893,943

Marina Fund



**City of Pahokee, Florida
Marina & Campground Fund
Schedule of Revenues
For The Fiscal Year Ending September 30, 2023**

Fund 445 - Marina & Campground

Object #	Account Number/Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
REVENUES/OTHER SOURCES				
347510	Marina Campground Revenue	129,357	162,302	165,000
	Concession and snacks	-	-	250
	Rents for Conference Room	-	-	-
	Subtotal - Marina Revenues	129,357	162,302	165,250
	Interfund transfer in-From General Fund	136,105	-	183,595
	TOTAL MARINA & CAMPGROUND REVENUES/OTHER SOURCES	\$ 265,462	\$ 162,302	\$ 348,845

**City of Pahokee, Florida
Marina & Campground Fund
Schedule of Expenses
For The Fiscal Year Ending September 30, 2023**

Dept 575000 Marina & Campground

Object #	Account Number/Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
110/120/130	Regular Salaries & Wages	17,000	14,810	17,000
210	FICA Taxes	1,300	953	1,301
220	FLC Ret 2% (changed to 4.35%)	510	444	740
221	FLC Ret 3%	740	644	510
230	Life and Health Insurance	3,609	3,651	3,609
	TOTAL PERSONNEL SERVICE	23,159	20,504	23,159
310	Professional Fees	1,300	1,373	1,700
311	Drug Testing	100	-	100
320	Accounting & Auditing	500	-	500
354	Permits	1,000	2,199	1,800
410	Communications Local Services	1,715	1,009	1,500
413	Communications Long Distance	285	-	285
415	Internet Services	5,200	5,262	6,000
431	Electric Services	44,678	56,894	65,000
432	Water, Sewer & Solid Waste	136,920	66,571	125,000
436	Solid Waste Assessment	8,968	7,638	8,500
444	DNR Annual Adm Fee	436	600	300
450	General Liability Insurance	694	-	694
452	Property Insurance	11,607	-	11,607
461	Repair/Maintenance	9,500	76,151	60,000
490	Advertising	1,500	3,490	8,500
492	Bank Charges/Fees	2,200	-	1,000
499	Annual Fire Safety	-	-	6,000
510	General Office Supplies	1,000	913	1,500
515	Dues	200	-	200
520	Operating Supplies	14,000	18,780	20,000
559	Books & Subscriptions	-	-	-
640	Equipment	500	-	500
	TOTAL OPERATING EXPENSE	242,303	240,880	320,686
600	Capital Outlay	-	-	5,000
	TOTAL CAPITAL OUTLAY	-	-	5,000
	Sub-Total Marina Expenditures	265,462	261,383	348,845
	Interfund Transfer Out to General Fund	-	-	-
	*Total Marina & Campground Expenses	\$ 265,462	\$ 261,383	\$ 348,845

Cemetery Fund



City of Pahokee, Florida
Cemetery Fund
Schedule of Revenues
For The Fiscal Year Ending September 30, 2023

Fund 450 - Cemetery

Object#	Account Number/Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
346920	Pre-Need Perpetual Care		2,800	2,800
346921	Private Perpetual Care Fees	8,500	12,740	13,000
361010	Restricted Interest- Perpetual	100	-	100
363653	Pre-Need Open/Closing			-
363654	Private Openings and Closing	40,000	42,120	43,000
364111	Sale of Cemetery Lot- Private	31,011	30,315	32,000
364112	Sale of Cemetery Lot- PreNeed	13,000	24,340	25,000
364121	Sale of Vault Liners- Private	25,000	16,790	17,000
364123	Sale of Vault Liners- PreNeed	5,000	-	3,000
364130	Marker Installation- Private	500	-	500
364132	Vault Service	5,000	3,000	3,000
364150	Cremation Fees	7,000	2,000	2,000
364171	Sale of Memorials- At Need	43,596	1,631	1,700
364172	Sale of Memorial- PreNeed	1,807	-	500
364181	Sale of Crypts-At Need	9,000	23,385	25,000
364182	Sale of Crypts - Preneed	6,000	-	1,000
369041	Rental/House	3,250	-	-
369042	Cemetery Land Lease Income	4,500	3,402	3,500
369098	Other Miscellaneous Revenues	1,376	150	1,376
	Subtotal - Cemetery Revenues	204,640	162,673	174,476
	Interfund transfer in-From General Fund	-		34,205
3810100	Interfund Trns In- SRF Henderson	1,000	-	-
	Total Cemetery Revenues/Other Sources	\$ 205,640	\$ 162,673	\$ 208,681

**City of Pahokee, Florida
Cemetery Fund
Schedule of Expenses
For The Fiscal Year Ending September 30, 2023**

Dept 539000 Cemetery

Object #	Account Number/Name	Amended Budget 2021-2022	Actual YTD 2021-2022	Proposed Budget 2022-2023
110/120/130	Regular Salaries & Wages	86,420	75,282	86,420
150	Special Pay	0	0	0
210	FICA Taxes	6,652	5,598	6,652
220	FLC Ret 4.35%	3,529	1,860	3,529
221	FLC Ret 3%	2,434	2,696	2,434
230	Life and Health Insurance	18,172	13,115	18,172
240	Worker's Compensation	4,485	-	4,485
	TOTAL PERSONNEL SERVICE	121,692	98,550	121,692
310	Professional Services	-	-	-
320	Accounting & Auditing	4,500	-	4,500
360	Travel & Per Diem	1,000	54	500
410	Communications - Local Servi	3,000	7,972	8,000
413	Communications - Long Distan	600	305	400
415	Internet Service	840	1,647	2,000
420	Postage	200	-	200
431	Electric Service	2,500	2,432	2,700
432	Water, Sewer & Solid Waste	1,800	1,336	1,600
442	License	100	-	100
450	General Liability Insurance	2,453	-	2,453
451	Auto Liability Insurance	500	-	500
452	Property Insurance	2,506	-	2,506
461	Repair/Maintenance	11,756	7,285	11,000
510	General Office Supplies	500	1,876	2,000
520	Operating Supplies	4,713	2,958	3,500
524	Fuel	7,000	4,756	7,000
525	Chemicals	500	-	100
526	Small Equipment	2,000	-	1,000
528	Uniforms	500	99	250
529	Protective Apparel	-	-	-
551	COS Markers (Memorial Sales)	24,000	5,022	24,000
552	COS Lot Markers	1,000	-	1,000
553	COS Vault Liners	11,680	17,556	11,680
559	Books & Subscriptions	300	-	-
	TOTAL OPERATING EXPENSE	83,948	53,299	86,989
600	Capital Outlay	-	-	-
	TOTAL CAPITAL OUTLAY	-	-	-
	*Total Cemetery Expenses	\$ 205,640	\$ 151,849	\$ 208,681

Ad Valorem Taxes	Taxes that are received from properties in the City (millage amount is fire assessment from palm beach county per agreement)
Sales and Use Taxes	Revenues received from the State (Revenue Sharing, 8 cent motor fuel tax, communication service tax, half cent tax, local and new local gas tax)
Franchise Fees	Monies received from FPL & GUA
Utility Service Taxes	Monies received from water, electric, and gas companies as a service tax
Licenses and Permits	Business tax receipts, building permits, and mobile home licenses
Intergovernmental Revenue	Funds received from other governmental entities mainly grant funds--FDOT, PBC
Charges for Services	Anything the City charges a fee for: garbage, cafeteria rentals, lien searches, and etc.
Fines and Forfeits	Code enforcement fines and court fines
Interest Earnings & Rents	Interest that is received from bank accounts and rent for City owned properties-- Okeechobee Land, POPS, and Everglades Prep.
Enterprise Management Fees	Fee that is charged to Enterprise funds for the General Fund to manage them
Miscellaneous Revenue	Anticipated donations to receive throughout the year. (Basketball, football, PBC payment for SWA assessment)
Interfund Transfers (In)	Funds that are transferred to help cover the shortfall of Enterprise Funds.

General Government	All departments excluding the ones listed below.
Public Safety	All expenses associated with the payment to PBSO
Physical Environment	All expenses associated with the cost of garbage collections-- monthly payments to SWS and tipping fees
Road and Street Expenses	All expenses associated with Public Services-- Salaries, auto repairs, street lights, maintenance to equipment, and etc.
Human Services	All expenses associated with Human Resources- Salary, payroll maintenance program, employee buyout for those who opt out of insurance
Culture and Recreation	All expenses associated with Parks & Recreation-- Salaries, electrical service, water services, grants for generators, and etc.
Debt Service	The amount of debt to be paid during the year-- Bank of Belle Glades expected maturity 2023
Interfund Transfers (Out)	



AGENDA
MEMORANDUM

TO: Honorable Mayor & City Commissioners
VIA: Rodney Lucas, City Manager
FROM: Nylene Clarke, Executive Assistant
SUBJECT: Human Resources & City Clerk Department
DATE: September 21, 2022

GENERAL SUMMARY/BACKGROUND:

The City Commission adopts a holiday schedule annually for the City of Pahokee.

BUDGET IMPACT: No

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2022-38, approving the Observed Holidays for Fiscal Year 2022-2023.

ATTACHMENTS:

Resolution 2022-38

RESOLUTION 2022 - 38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING THE OBSERVED HOLIDAYS FOR FISCAL YEAR 2022/2023 AS SET FORTH ON EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee, Florida (the "City Commission") adopts a holiday schedule annually for the City of Pahokee; and

WHEREAS, the City Commission desires to adopt the holidays to be observed by the City for Fiscal Year 2022/2023 (the "Observed Holidays"), as set forth on Exhibit "A" attached hereto;

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 true and correct and incorporated by reference.

Section 2. Adoption of Observed Holidays. The City Commission of the City of Pahokee hereby adopts the Observed Holidays for Fiscal Year 2022/2023 set forth on Exhibit "A."

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

PASSED and ADOPTED this 27th day of September 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

Exhibit "A"

Veterans Day	November 11 th , 2022
Thanksgiving	November 24 th & 25 th , 2022
Christmas Eve & Christmas Day	December 23 rd & 26 th , 2022
New Year's Eve	December 30 th , 2022
New Year's Day	January 2 nd , 2023
Martin Luther King Jr. Day	January 16 th , 2023
Presidents' Day	February 20 th , 2023
Memorial Day	May 29 th , 2023
Juneteenth Day	June 19 th 2023
Independence Day	July 4 th , 2023
Labor Day	September 4 th , 2023
Veterans Day	November 10 th , 2023

The Commission approves two floating holidays each fiscal year. For Fiscal Year 2022/2023, the floating holidays shall be:

- Columbus Day October 9, 2023
- July 3rd, 2023



AGENDA
MEMORANDUM

TO: Honorable Mayor & City Commissioners
VIA: Rodney Lucas, City Manager
FROM: Nylene Clarke, Executive Assistant
SUBJECT: Human Resources & City Clerk Department
DATE: September 21, 2022

GENERAL SUMMARY/BACKGROUND:

Pahokee Middle/Senior High School desires to hold a 2022 Homecoming Parade on October 21, 2022, at 2:00 PM. In order for the Homecoming Parade to be held, a permit from the Florida Department of Transportation is required to close the roads along the route set forth in Exhibit “A” of the resolution.

BUDGET IMPACT: No

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2022-39, approving Pahokee Middle/Senior High School’s 2022 Homecoming Parade.

ATTACHMENTS:

Resolution 2022-39

RESOLUTION 2022 - 39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE PAHOKEE MIDDLE/SENIOR HIGH SCHOOL 2022 HOMECOMING PARADE AND AUTHORIZING THE CITY MANAGER TO APPROVE THE PERMIT APPLICATION FOR THE HOMECOMING PARADE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pahokee Middle/Senior High School desires to hold a 2022 Homecoming Parade on October 21st, 2022 at 2:00 p.m.; and

WHEREAS, in order for the Homecoming Parade to be held, a permit from the Florida Department of Transportation (“FDOT”) is required to close the roads along the specified route; and

WHEREAS, in order to secure a permit, the Florida Department of Transportation requires a resolution from the City Commission of the City of Pahokee, Florida (the “City Commission”) indicating approval of the Homecoming Parade.

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. Approval of Parade. The City Commission hereby approves the Homecoming Parade to be held by Pahokee Middle/Senior High School on October 21st, 2022 at 2:00 p.m.

Section 3. Authorization of City Manager. The City Commission hereby directs and authorizes the City Manager to execute a permit application for the Homecoming Parade.

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

(INTENTIONALLY LEFT BLANK)

PASSED and ADOPTED this 27th day of September 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Jongelene Adams
SUBJECT: Community & Economic Development Department
DATE: 22nd September 2022

GENERAL SUMMARY/BACKGROUND:

Barfield Highway Change Order #7 – This change order is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) the removal of the bollards, and adjusting of the elevations of the existing fire hydrants and valves located at station 35+40 Rt and station 31+00 Rt..

The existing fire hydrants located at station 35+40Rt must be raised to equate to the new embankment fill that was added for the new sidewalk. Also, at station 31+00Rt, the fire hydrant will need to be adjusted for the new profile as a result of the sidewalk addition. This means the bollards need to be removed and the valve would be adjusted.

There was no pay item in the contract for this work. The Rosso Site Development is entitled to 100% of the \$10,188.29 for the work that will be performed and completed the work.

There is an additional two (2) days granted with this Change Order #7.

Palm Beach County Water Utility District (PBCWUD) has concurred with this CO.

BUDGET IMPACT: \$10,188.29 and an additional two (2) days will be granted for this change order. Palm Beach County Water Utility District has granted concurrence of the additional cost & days.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this change order #7.

ATTACHMENTS:

Change Order #7
Resolution 2022 - 40

RESOLUTION 2022 - 40

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO.7 TO RESOLUTION #2016-20 PERTAINING TO PALM BEACH COUNTY INTERLOCAL AGREEMENT WITH THE CITY OF PAHOKEE AND EXHIBIT “A” OF THE COORDINATION OF ROAD AND UTILITY CONSTRUCTION FOR BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2016-20 adopted by the City Commission of the City of Pahokee, Florida (“CITY”) on September 14, 2016, the City and Palm Beach County Glades Utility Authority (County Resolution #2013-0094); and

WHEREAS, pursuant to Resolution 2016-, the City approved the Interlocal Agreement with Palm Beach County Water Utility Agreement funding for the reconstruction of Barfield Highway in the amount of \$1,046,389.63 to be reimbursed to the City of Pahokee for the Reconstruction of Barfield Highway and authorizes the Mayor to execute the necessary agreement; and

WHEREAS, a change order is necessary to accommodate additional compensation for Rosso Site Development to perform and complete the work to remove bollards and adjust the elevations of existing Fire Hydrants and Valves; and

WHEREAS, the existing fire hydrant located at station 35+40 Rt needs to be raised to equate to the new embankment fill that was added for the new sidewalk; and

WHEREAS, another fire hydrant at station 31+00 Rt also needs to be adjusted for the new profile caused by the sidewalk and the bollards will need to be removed and valves adjusted; and

WHEREAS, the City Commission of the City of Pahokee finds that a Change Order is necessary to compensate the contractor for additional compensation and allotted days for the performance and completion of the fire hydrants, valve adjustments and bollard removal; and

WHEREAS, the contractor will be compensated for the amount of \$10,188.29 to perform the additional work and will be granted the two (2) additional days with this change order.

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

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

Section 2. Authorization and Approval. The City Commission of the City of Pahokee hereby authorizes and approves Change Order #7 to perform and complete the concrete slope pavement not included in the original plan along the retaining wall of the Pelican Canal.

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

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

PASSED and ADOPTED this 27th day of September 2022.

ATTEST

Keith W. Babb, Jr., Mayor

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: _____

Seconded By: _____

Vote:

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

EXHIBIT “A”
CHANGE ORDER #7



CHANGE ORDER #7

Project: Barfield Highway Reconstruction
Date of Issuance: 09/2/2022
Owner: City of Pahokee
Project Engineer: Momentum CEI
Consultant/Contractor: Rosso Site Development

Project No: FM# 442030-1-31-01
Effective Date: 9/27/2022

Purpose of Change Order:

Barfield Highway Change Order #7- This change order is for Barfield Highway Reconstruction. The change order is for the removal of the bollards, and adjusting of the elevations of the existing fire hydrants and valves located at station 35+40 and station 31+00.

The existing fire hydrant located at station 35+40 rt must be raised to equate to the new embankment fill that was added for the new sidewalk. Also, at station 31+00 Rt, the fire hydrant will need to be adjusted for the new profile as a result of the sidewalk addition. This also means that the bollards needed to be removed and the valves would be adjusted.

There was no pay item in the contract for this work. The Rosso Site Development (contractor) is entitled to 100% compensation of the \$10,188.29 for the work that will be performed and completed.

Also, an additional two (2) days are being requested in this change order.

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:
\$10,188.29- cost covered by PBCWUD

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

RECOMMENDED: [Signature] ENGINEER

BY: Robert Audette, PE (Authorized Signature)

Method of determining the change is:
Change Times:

- Contractor's records
Engineer's records
Other PBCWUD

Increase/Decrease in Contract Times:
Substantial Completion: 2 days
Ready for final payment: days

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

AUTHORIZED: City of Pahokee OWNER

BY: (Authorized Signature)

Entitlement Analysis

Financial Project ID: 442030-1-54-01
Contract No.: G-1753
County: Palm Beach
Description: Pahokee, Barfield Highway Reconstruction

Re: Rosso Change Order for Fire Hydrant, Valve Adjustments and Bollard Removal

Description & Analysis:

This Change Order is written to compensate the contractor for additional work to remove bollards and adjust the elevations of existing Fire Hydrants and Valves.

Issue: RFI 31, Existing Fire Hydrants and Valve Adjustments

An existing Fire Hydrant located at station 35+40 Rt needs to be raised to match the new embankment fill that was added for the new sidewalk.

Another Fire Hydrant at station 31+00 Rt also needs to be adjusted for the new profile caused by the sidewalk.

In both cases, the bollards will need to be removed and valves adjusted.

There is no pay item to compensate the contractor for this work.

2 days are granted with this Change Order.

The Contractor is 100% entitled to \$10,188.29 to perform the additional work.



Robert Audette, P.E.
Sr. Project Engineer

1302 South J Street
Lake Worth, FL 33460



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

Change Order Request

Owner Co No. _____

Change Order No.: 24R1 Owner Proj. No.: 2020-007
Owner: City of Pahokee RSD Proj. No.: 01-20037
Project: Barfield Highway Date: 9/2/2022

Description: Cost to adjust two Fire Hydrants and associated valve stem and collar.

#	Description	Qty	Unit	Unit Price	Total Price
1.00	Fire hydrants Valve Stem and Collar adjustment	1	LS	\$ 10,188.29	\$ 10,188.29
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total: \$ 10,188.29

Original Contract Amt \$ -
 Amount of this Change Order \$ 10,188.29
 Amount of Previous Change Order (s) \$ -
 New Total Contract Amount \$ 10,188.29

Completion time extended 2 days If yes, new completion date? _____

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

Michael Rezk
 Client Signature _____
 Michael Rezk 9/8/2022
 Client Printed _____

Blair Simpson
 Blair Simpson
 Digitally signed by Blair Simpson
 DN: cn=Blair Simpson, o=ROSSO Site Development, ou, email=bsimpson@rossositedevelopment.com, c=US
 Date: 2022.09.22 14:29:00 -04'00'

Revisions

#	Date	By	Description
1	9/6/2022	JW	Adjusted Hrs per PBC request, also added RSD time for supervision
2	9/8/2022	JW	Adjusted Superintendent Rate

1302 South J Street
 Lake Worth, FL 33460



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

CHANGE ORDER BREAKDOWN

Description of work: Cost to adjust two Fire Hydrants and associated valve stem and collar.

CO #: 24R1

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	16	HR	\$32.46	\$519.36
17	Dump Truck		HR	\$65.00	\$0.00
18	Curb Machine		HR	\$58.75	\$0.00
Equipment Subtotal					\$519.36
Markup 0.150					\$77.90
EQUIPMENT TOTAL:					\$597.26

LABOR					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Superintendent	16	HR	\$64.29	\$1,028.64
2	Foreman		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					\$1,028.64
Burden 0.5146					\$529.34
Markup 0.150					\$154.30
LABOR TOTAL:					\$1,712.27

MATERIAL					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	JD Price to Adjust (2)Fire hydrants Valve Stem and Collar	1	LS	\$6,670.24	\$6,670.24
2			LS		\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00

Material Subtotal \$6,670.24
 Markup 0.150 \$1,000.54
MATERIAL TOTAL: \$7,670.78

SUBCONTRACTORS					
#	Description	Qty	Unit	Unit Cost	Total Cost
1		1	LS		\$0.00
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 \$0.00
 Markup 0.10 \$0.00
SUBCONTRACTOR TOTAL: \$0.00

Equipment Total: \$597.26
 Labor Total: \$1,712.27
 Material Total: \$7,670.78
 Subcontractors Total: \$0.00

Bond & General Liability Insurance: \$207.98
 MOT: \$0.00


Total: \$10,188.29



LABOR BURDEN

FICA	FUTA	SUTA	WC	RETIREMENT BENEFITS	MEDICAL	HOLIDAY / VACATION / SICK	Total
7.65%	0.60%	1.08%	13.39%	4.00%	17.44%	7.30%	51.46%

In agreement with FDOT Specification section 4-3.2.1. As an officer or director of Rosso Site Development, Inc. I certify the above rates to be true and accurate.


 Blair Simpson-VP

5-19-22
 Date



Johnson Davis
Subcontractor Quote

Appendix 'A'



CHANGE ORDER REQUEST

Date: August 29, 2022
 Customer/Owner: Rosso Site Development
 Address: 1302 South J Street
 City, State Zip: Lake Worth, FL 33460

Attn: Blair Simpson

Project: Barfield Hwy
 Project #: 41792
 Re:

J-D COR #: 27

James,

Additional Work Associated with removing and disposing of existing bollards, Raising two existing fire hydrants to a Finish Grade Elevation provided by Rosso. No bollards are figured to re-install.

DATE: TBD
 TASK: (2) Existing Fire Hydrant Adjustments and Bollard Removal

1	Labor	1	LS	\$2,303.60	\$2,303.60
2	Equipment	1	LS	\$2,038.54	\$2,038.54
3	Material	1	LS	\$2,328.11	\$2,328.11
4	Subcontractors	1	LS	\$0.00	\$0.00

Total Amount of Change Order: \$6,670.24

Total Amount of Days Added to The Contract: 2

Please review and forward to the responsible parties for authorization. As always, should there be any questions or if you require any additional information please do not hesitate to contact our office.

Sincerely,

Chad Rawlinson

Chad Rawlinson
 Project Manager



Johnson-Davis Inc.

Job Name: Barfield HwyDate: 8/29/2022JD Job #: 41792Description of Work: (2) Existing Fire Hydrant Adjustments and Bollard Removal*Labor*

Name	Position	Standard Hours	Overtime Hours	Standard Rate	Overtime Rate	Total
Support Crew Leader		16		\$ 25.23	\$ 37.84	\$ 403.66
Support Crew Skilled Labor	SL	16		\$ 17.86	\$ 26.79	\$ 285.80
Superintendent		4		\$ 69.26	\$ 103.89	\$ 277.04
Operator - Excavator	Oper-Exc	16		\$ 26.41	\$ 39.62	\$ 422.64
0	0			\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -

Labor Subtotal \$ 1,389.13

Burden 0.442 \$ 614.00

Markup on Labor 15.0% \$ 300.47

Labor Total \$ 2,303.60

Equipment

Description	Qty	Hours	Rate	Total
Superintendent Vehicle	1	4	\$ 45.86	\$ 183.44
Support Crew Truck with Hand Tools	1	16	\$ 34.00	\$ 544.00
40-46 Dump Trailer	1	16	\$ 9.74	\$ 155.84
Tamper	1	16	\$ 6.37	\$ 101.92
20-88 Takeuchi TB260	1	16	\$ 47.34	\$ 757.44
Cut off Saw 14"	1	4	\$ 7.50	\$ 30.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Equipment Subtotal: \$ 1,772.64

Markup on Equipment 15.0% \$ 265.90

Equipment Total \$ 2,038.54

Material

Description	Qty	Unit	Rate	Total
Fire Hydrant Extensions 24"	2	EA	\$ 562.00	\$ 1,124.00
Misc Bolts and Nuts	2	EA	\$ 50.00	\$ 100.00
2' Valve Stem Extensions	2	EA	\$ 192.00	\$ 384.00
Valve Box & Lid	2	EA	\$ 185.00	\$ 370.00
0	0		\$ -	\$ -
0	0		\$ -	\$ -
0	0		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Material Subtotal: \$ 1,978.00

Tax 7% \$ 138.46

Markup on Material 10.0% \$ 211.65

Material Total \$ 2,328.11

Subcontractor

Description	Qty	Unit	Rate	Total
				\$ -
				\$ -

Subcontractor Subtotal: \$ -

Markup on Subcontractors (up to \$50,000.00) 10.0% \$ -

Markup on Subcontractors (after \$50,000.00) 5.0%

Subcontractor Total \$ -

Total: \$ 6,670.24

Comments:

This proposal does not include any installation of bollards. It is assumed that the average height that the hydrants need to be raise are 24". No additional money is included for any additional restraints that need to be installed. T.B.D. May be additional costs. Layout and confirmation of F.G. by Rosso.



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



LARISA DITU PELKEY
Commission # HH 178111
Expires January 22, 2026
Bonded Thru Budget/Notary Services

State of Florida, County of Palm Beach

Sworn and subscribed before me this 09 day of March, 2019 ²⁰²² ₂₀₂₀

Notary Public

Personally known to me

My Commission Expires: 01.22.24



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



2022 Equipment Rates for FDOT Jobs

Description	Hourly Rate
Trucks	
Superintendent Vehicle	\$45.86
Foreman Truck with Hand Tools	\$46.09
Support Crew Truck with Hand Tools	\$34.00
Field Mechanic Service Truck	\$42.86
45-104 Tandem Truck Tractor	\$67.94
45-115 Single Axle Truck Tractor	\$66.41
45-117 Tri-Axle Truck Tractor	\$69.20
45-128 Tandem Flat Bed (241) Truck	\$39.20
45-164 Tri-Axle Dump Truck - Steel Body	\$71.29
45-249 Tri-Axle Truck Tractor	\$70.09
45-279 Tandem Tractor	\$70.91
45-280 Single Axle Tractor	\$70.91
45-331 Tri-Axle Dump Truck	\$73.40
40-27 Lowboy Trailer	\$38.50
40-27 Lowboy Trailer	\$38.66
40-28 Jeep for Lowboy Trailer	\$9.80
40-34/39 Flatbed Trailer	\$8.22
40-12 Drop Deck Trailer	\$17.28
40-44 Aluminum Dump Trailer	\$9.23
40-24 Steel Dump Trailer	\$9.30
40-46 Dump Trailer	\$9.74
40-42 Small Equipment Trailer 16,000 LBS	\$2.57
Rubber Tire Excavators	
25-61 CAT 420D IT (Combination Backhoe)	\$46.77
25-52 CAT 430D IT (Combination Backhoe)	\$62.86
25-67 CAT 420F IT (Combination Backhoe)	\$65.81
20-57 Liebherr R915 Excavator (Rubber Tire)	\$104.93
20-63 John Deere 220D Excavator (Rubber Tire)	\$167.49
20-75 Liebherr A900C	\$104.93
Track Excavators	
20-37 Liebherr R934 HDSL Excavator	\$148.34
20-39 Iner-Drain 6050HT (Sock Machine)	\$94.02
20-40 Liebherr R912 HDSL Excavator	\$133.98
20-44 Liebherr R944 HDSL Excavator	\$152.71
20-48 Liebherr R944 HDSL Excavator	\$147.05
20-50 Liebherr R934 B HDSL Excavator	\$150.33
20-53 Liebherr R944 B HDSL Excavator	\$147.36
20-54 Liebherr R934 B HDSL Excavator	\$150.33
20-55 Liebherr R954 C HD Excavator	\$207.14
20-56 Komatsu PC380LC-6 LC-380 Excavator	\$133.70
20-59 Caterpillar 328D Excavator	\$156.16
20-60 Caterpillar 336DL Excavator	\$158.23
20-65 Komatsu PC360LC-10 Excavator	\$152.89
20-68 Komatsu PC390LC-10 Excavator	\$160.87
20-69 Komatsu PC240LC-11 Excavator	\$145.09
20-70 Komatsu PC390LC-11 Excavator	\$170.40
20-71 Komatsu PC390LC-11 Excavator	\$170.97
20-72 Komatsu PC138LC-11 Excavator	\$113.53
20-73 Komatsu PC290LC-11 Excavator	\$160.53
20-74 Komatsu PC138LC-11 Excavator	\$105.22
20-77 Caterpillar 320L Excavator	\$138.65
20-78 Caterpillar 325 Excavator	\$136.47
20-79 Komatsu PC238LC-11 Excavator	\$124.04
20-80 Komatsu PC138LC-11 Excavator	\$105.22
20-81 Caterpillar 307E2 Excavator	\$67.72
20-82 John Deere 350G LC	\$161.67
20-84 John Deere 50G	\$41.18
20-86 John Deere 345G	\$161.67
20-87 John Deere 380G	\$221.99
Wheel Loaders	
30-30 John Deere 644H Loader	\$66.30
30-32 Liebherr L544 Loader	\$66.13
30-33 Volvo L70 Loader	\$49.20
30-34 Liebherr L538 Loader	\$69.12
30-36 Volvo L90E Loader	\$56.04
30-37 Volvo L110E Loader	\$71.11
30-38 Komatsu WA380-6 Loader	\$64.08
30-39 Komatsu WA380-6 Loader	\$64.71
30-40 Caterpillar 950H Loader	\$70.41
30-42 Komatsu WA200-7 Loader	\$59.12
30-43 Komatsu WA380-7 Loader	\$76.10
30-44 Komatsu WA200-7 Loader	\$58.47
30-45 Komatsu WA200-7 Loader	\$59.86
30-46 Caterpillar 938L Loader	\$67.44
30-47 Komatsu WA200-7 Loader	\$59.63
30-48 Komatsu WA380-7 Loader	\$80.62
30-49 Komatsu WA380-8 Loader	\$89.30
30-50 Caterpillar CAT 924M Loader	\$42.64
30-51 Komatsu WA-320-8 Loader	\$71.42
30-52 Komatsu WA-270-8 Loader	\$75.49
30-53 Caterpillar 930M Loader	\$72.61
30-54 Caterpillar 930M Loader	\$72.61
30-55 John Deere 524L	\$68.20
30-56 John Deere 544L	\$69.06
30-57 John Deere 524L	\$68.20
30-58 John Deere 544L	\$69.06
30-59 John Deere 644L	\$81.09
30-60 John Deere 644L	\$81.09
Mini Excavators / Bobcats / Dozer	
35-01 John Deere 650 H4GP Dozer	\$63.39
35-27 Bobcat 913G	\$32.37
35-41 Bobcat T300	\$39.83
35-61 Mini-Hoe Kubota KX913R1S (30 HP Kubota)	\$19.30
35-62 Mini-Hoe Kubota KX080-3 (70 HP Kubota)	\$76.53
35-64 Mini-Hoe Kubota KX130-1R2 (30 HP Kubota)	\$19.03
35-66 Mini-Hoe Kubota KX121-3S1 (30 HP Kubota)	\$24.06
20-67 Caterpillar 305E2 (11k LBS Mini)	\$47.38
20-89 Takeuchi TB260	\$47.34
Specialty Equipment	
75-20 Ford Box Blade Tractor 3910	\$33.38
82-145 Water Truck (2000 gal)	\$63.01
82-157 Water Truck (2000 gal)	\$63.01
85-177 APE Power Unit 260	\$15.57
85-229 Hydraulic Hammer ICE BE	\$93.72
85-230 Rotary Heat Auger ICE EX26	\$263.40
Water Trailer (1000 gal)	\$15.55
Vibratory Rollers	
75-30 Ingersoll Rand SDM0 Vibratory Roller	\$42.07
75-31 Dynapac CA121D Vibratory Roller	\$37.07
75-32 Dynapac CA121D Vibratory Roller	\$37.43
75-34 Dynapac CA121D Vibratory Roller	\$37.26
75-34 Dynapac C2000S double drum	\$15.34
75-35 Volvo SD45D Vibratory Roller single drum	\$35.68
75-36 Volvo SD45D Vibratory Roller single drum	\$35.70
Pumps	
Well Point Header and Points (No Pump)	\$12.00
10" Well Point Pump & Disch Hose - (24 Hrs/day)	\$36.71
6" Well Point Pump & Disch Hose - (24 Hrs/day)	\$40.59
8" Quiet Pack Well Point Pump & Disch Hose - (24 Hrs/day)	\$36.29
6" Well Point Pump & Disch Hose - (24 Hrs/day)	\$35.56
12" Hydraulic Pump & Hoses (8hr/day minimum)	\$55.29
6" Hydraulic Pump & Hoses (8hr/day minimum)	\$45.59
6" Hydraulic Pump & Hoses (8hr/day minimum)	\$36.74
4" Hydraulic Pump & Hoses (8hr/day minimum)	\$38.00
4" Jet Pump & Hoses	\$20.82
4" Double Diaphragm & Hoses	\$13.52
3" Trash Pump & Hoses	\$6.58
Vibratory Hammer	\$93.72
Rental Equipment	
Shoring Plate 1"x8"x20	\$23.00
Shoring Plate 1"x8"x16	\$20.00
Shoring Plate 1"x8"x12	\$19.00
Shoring Plate 1"x8"x10	\$18.00
Stone Boat (12 CY)	\$85.00
Manhole box 6"x10"	\$80.00
Trench Shield Box 24"x8"x6"	\$120.00
Trench Shield Box 24"x6"x4"	\$185.00
Trench Shield Box 20"x6"x4"	\$115.00
Trench Shield Box 18"x8"x4"	\$110.00
Trench Shield Box 10"x28"x6"	\$280.00
Trench Shield Box 10"x24"x6"	\$140.00
Trench Shield Box 8"x24"x6"	\$100.00
Trench Shield Box 8"x16"x4"	\$110.00
Pipe Piles - Airbag for drainage 12"-18"	\$65.00
Pipe Piles - Airbag for drainage 18"-24"	\$95.00
Pipe Piles - Airbag for drainage 15"-30"	\$120.00
Pipe Piles - Airbag for drainage 24"-48"	\$190.00
Pipe Piles - Airbag for drainage 48"-72" (w/ lift line)	\$593.00
Pipe Piles - Airbag for sewer pipe (pass through)	\$750.00
Pipe Piles - Airbag for sewer pipe (solid chub)	\$265.00
Small Equipment	
Air Compressor	\$19.21
Timber	\$6.37
Light Plant (8hr/day minimum)	\$10.16
Walkway Saw	\$8.53
Cut off Saw 14"	\$7.50
Generator	\$4.85

Section I, Item C.

2022 Labor Rates for FDOT Jobs

Labor		Standard	Overtime
Superintendent		\$69.26	\$103.89
Foreman	Foreman	\$43.15	\$64.72
Arnold, Roger	Foreman	\$45.00	\$67.50
Brady, Jeff	Foreman	\$44.55	\$66.83
Ceance, Chescal	Foreman	\$50.60	\$75.90
Dort, Wisler	Foreman	\$44.16	\$66.24
Fernandez, Pablo	Foreman	\$50.00	\$75.00
Henrisme, Jacky	Foreman	\$44.16	\$66.24
Hernandez, Jose R	Foreman	\$50.00	\$75.00
Hernandez, Odilon	Foreman	\$50.60	\$75.90
Lashley, Stern	Foreman	\$44.00	\$66.00
Molina, Moises	Foreman	\$27.50	\$41.25
Tharpe, Richard	Foreman	\$27.50	\$41.25
Thelison, Aristhene	Foreman	\$41.00	\$61.50
Pierson, Rickey	Foreman	\$41.00	\$61.50
Rothermel, David	Foreman	\$44.00	\$66.00
Operator - Excavator	Oper-Exc	\$26.41	\$39.62
Arce, Alfonso	Oper-Exc	\$28.00	\$42.00
Brasfield, Alexander	Oper-Exc	\$24.20	\$36.30
Cuadrado del Valle, Juan	Oper-Exc	\$26.10	\$39.15
Gerken, David	Oper-Exc	\$26.10	\$39.15
Guerrero, Lorenzo	Oper-Exc	\$28.00	\$42.00
Guerrero Oseguera, Agustin	Oper-Exc	\$23.50	\$35.25
Hester, Anthony	Oper-Exc	\$26.10	\$39.15
Kobbe, Nickolas	Oper-Exc	\$26.10	\$39.15
Lewis, Delroy	Oper-Exc	\$26.10	\$39.15
MCDonald, Phil	Oper-Exc	\$28.16	\$42.24
Mullan, Christopher	Oper-Exc	\$28.00	\$42.00
Nava Rivera, Alejandro	Oper-Exc	\$28.00	\$42.00
Parkinson, Siegfried (Pete)	Oper-Exc	\$28.19	\$42.29
Stephens, Napoleon	Oper-Exc	\$24.20	\$36.30
Thomas, Alva	Oper-Exc	\$26.10	\$39.15
Walker, Jeffrey	Oper-Exc	\$26.10	\$39.15
Villoldo, Eduardo	Oper-Exc	\$26.10	\$39.15
Operator - Loader	Oper-Ldr	\$22.63	\$33.94
Briggs, Dustin	Oper-Ldr	\$22.60	\$33.90
Davio, Gordon	Oper-Ldr	\$25.32	\$37.98
Edmond, Eugene	Oper-Ldr	\$21.00	\$31.50
Franco, Jose	Oper-Ldr	\$21.00	\$31.50
Jean, Jeannot	Oper-Ldr	\$22.60	\$33.90
Martinez, Jorge	Oper-Ldr	\$22.60	\$33.90
Montes, Carlos	Oper-Ldr	\$22.60	\$33.90
Morales, Eloy	Oper-Ldr	\$22.60	\$33.90
Pinder, Gregory	Oper-Ldr	\$25.00	\$37.50
Santiago, Jessie	Oper-Ldr	\$22.60	\$33.90
Wells, Nathaniel	Oper-Ldr	\$21.00	\$31.50
Pipe Layer	PL	\$24.85	\$37.27
Arana Pineda, Jesus	PL	\$22.60	\$33.90
Arce, Santos	PL	\$28.00	\$42.00
Atha, Zachary	PL	\$22.60	\$33.90
Carr, Vincent	PL	\$24.82	\$37.23
Castanon, Walter	PL	\$22.60	\$33.90
Castro Flores, Ramon	PL	\$22.60	\$33.90
Ceance, Chedo	PL	\$25.00	\$37.50
Collville, Christopher	PL	\$25.00	\$37.50
Dieujeste, Willy	PL	\$22.00	\$33.00
MacRoy Jr., Elijah	PL	\$25.00	\$37.50
Morales Hernandez, Pedro	PL	\$25.00	\$37.50
Pascual, Andres	PL	\$28.31	\$42.47
Raphael, Mainiau	PL	\$25.00	\$37.50
Ruiz, Luis	PL	\$25.00	\$37.50
Samuel, Antonio	PL	\$28.57	\$42.86
Steen, Ronald	PL	\$25.00	\$37.50
Theophilus, Assmic	PL	\$25.00	\$37.50
Velasquez, Tranquilino	PL	\$25.16	\$37.74
Skilled Laborer	SL	\$19.78	\$29.67
Barragan Oseguera, Juan	SL	\$21.20	\$31.80
Bucio, Fernando	SL	\$20.00	\$30.00
Calcerrada Diaz, Yurisander	SL	\$20.00	\$30.00
Carmey, Mau, Juan	SL	\$20.00	\$30.00
Castanon, Walter	SL	\$21.20	\$31.80
Dumarsais, Oslin	SL	\$16.00	\$24.00
Garcia, Genaro	SL	\$21.20	\$31.80
Gonzalez Dominguez, Rafael	SL	\$21.20	\$31.80
Henrisme, Jackens	SL	\$17.50	\$26.25
Hernandez Villanueva, Luis	SL	\$21.20	\$31.80
Jean, Jean Robert	SL	\$17.50	\$26.25
Julceus, Jerome	SL	\$17.50	\$26.25
Lewis Jr, Delroy	SL	\$16.00	\$24.00
Lormeus, Jacquecy	SL	\$21.20	\$31.80
Louisca, Renel	SL	\$20.00	\$30.00
McClanahan, Trevor	SL	\$21.20	\$31.80
Molina Rios, Jesus	SL	\$21.20	\$31.80
Nozistene, Frederic	SL	\$20.00	\$30.00
Oceguera, Juan Barragan	SL	\$21.20	\$31.80
Osuna, Gustavo	SL	\$22.00	\$33.00
Palma Bustillo, Miguel	SL	\$20.00	\$30.00
Philemons, Kechener	SL	\$20.00	\$30.00
Pierre Louis, Fadoul	SL	\$17.50	\$26.25
Pierre Louis, Famuel	SL	\$21.20	\$31.80
Piersant, Yvon	SL	\$17.50	\$26.25
Robinson, Corey	SL	\$16.00	\$24.00
Roundtree, Jarrod	SL	\$21.20	\$31.80
Ruiz Fonseca, Angel	SL	\$20.00	\$30.00
Saint Pierre, Kenol	SL	\$21.20	\$31.80
Saint Pierre, Obens	SL	\$17.50	\$26.25
Servilus, Desir	SL	\$21.20	\$31.80
Simmons, Anthony	SL	\$20.00	\$30.00
Thomas, Alva	SL	\$20.00	\$30.00
Torres Garcia, Jorge	SL	\$21.20	\$31.80
Toyo, Jean	SL	\$20.00	\$30.00
Turenne, Ernst	SL	\$20.00	\$30.00
Yanez, Adriel	SL	\$20.00	\$30.00
Support Crew Leader	CL	\$25.23	\$37.84
Arce, Magdalena	CL	\$27.00	\$40.50
Davis, Jerry	CL	\$25.80	\$38.70
Gil Vazquez, Humberto/ Carp	CL	\$25.30	\$37.95
Harp, Kenneth	CL	\$25.30	\$37.95
Lester, John	CL	\$22.60	\$33.90
Molina, Moises	CL	\$25.30	\$37.95
Pierre, Robens	CL	\$25.30	\$37.95
Support Crew Skilled Labor	SL	\$17.86	\$26.79
Henrisme, Jackens	SL	\$17.50	\$26.25
Michel, Thomas	SL	\$16.00	\$24.00
Phanor, Aniel	SL	\$20.00	\$30.00
Philius, Grady	SL	\$17.50	\$26.25
Philemons, Kechener	SL	\$16.40	\$24.60
Regisme, Duquene	SL	\$20.00	\$30.00
Rodriguez, Araceli	SL	\$18.00	\$27.00
Thomas, Gregory	SL	\$17.50	\$26.25
Truck Driver	D	\$22.65	\$33.97
Clemmons Sr., Derrick	D	\$20.40	\$30.60
Feliciano, Eddie	D	\$21.82	\$32.73
Miller, Howard	D	\$25.57	\$38.36
Tracy, Steven	D	\$22.80	\$34.20

Section I, Item C.



RFI 31 Response

Appendix 'B'



CONSTRUCTION REQUEST FOR INFORMATION

RFI #: 31	CONTRACTOR COMPANY: Rosso Site Development	RFI REQUESTER: James Washington	RFI DATE: 08/02/22
PROJECT NAME: Barfield Hwy	OWNER: City of Pahokee	PROJ #: City: 2020-07 RSD: 01-20037	

REQUESTED INFORMATION/CLARIFICATION:

The existing Fire Hydrant Flange shown in the attached is 1ft below sidewalk grade and 2ft away and the bollards will conflict with the installation of the proposed sidewalk. RSD would like to know if the EOR would like to raise/relocate the Fire Hydrant and remove the (2) two Bollards that are in conflict with the proposed sidewalk? The blue shaded area is current route of sidewalk. Please advise RSD on how to proceed.

RESPONSE:

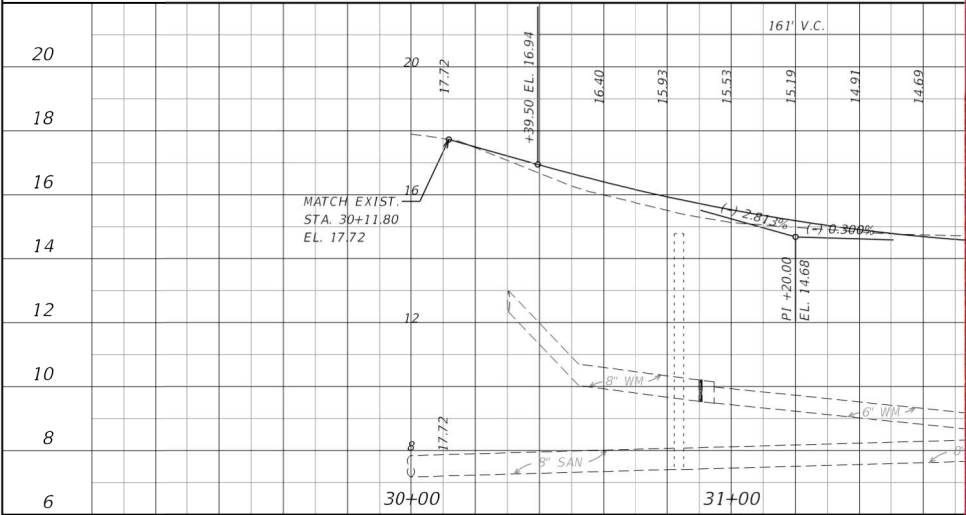
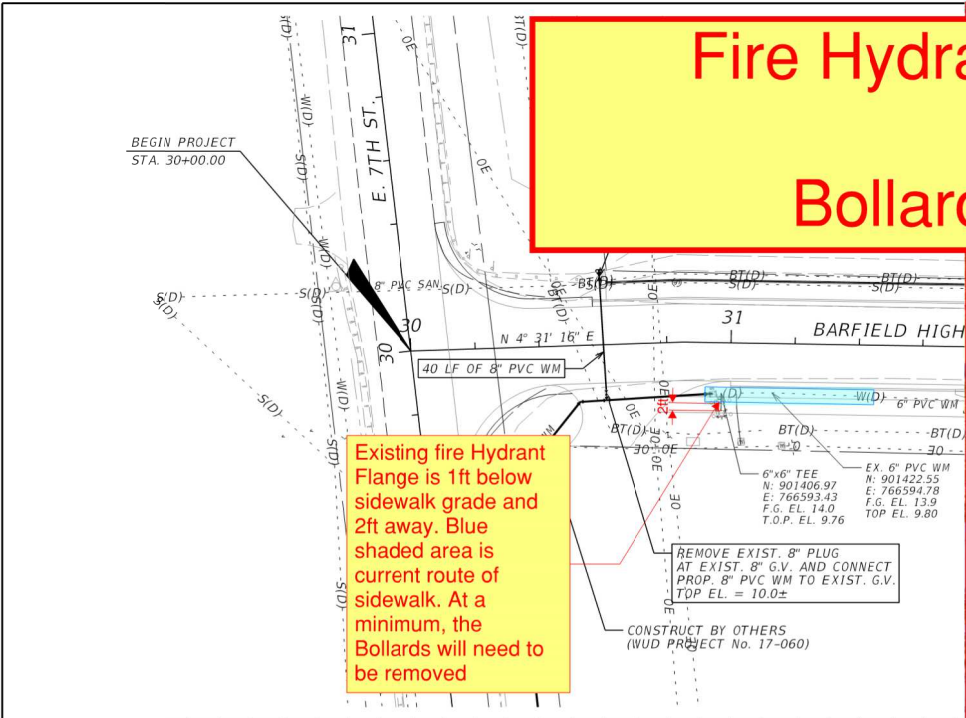
See Email thread for response from PBC.

Robert Audette, PE

See follow up email 8/15 below on additional FH to be adjusted.

Robert

Fire Hydrant Elevation & Bollard Conflict



REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

RODERICK MYRICK, P.E.
P.E. LICENSE NUMBER 56969
AE ENGINEERING, INC.
219 N. NEWMAN STREET, 4TH FL.
JACKSONVILLE, FL 32202
CERTIFICATE OF AUTHORIZATION

Robert Audette

Subject: FW: Barfield Hwy - RFI #31 Existing Hydrant Bollard Conflict (FM#442030-1-54-01), G-1753

Thanks,

Robert
Cell: (786) 397-3521

From: Michael N. Rezk <MRezk@pbcwater.com>
Sent: Monday, August 15, 2022 9:40 AM
To: Robert Audette <raudette@momentumcei.com>
Cc: Myrick, Rod (AE) <rod@aeengineeringinc.com>; Jongelene Adams <jadams@cityofpahokee.com>; Mohammad Farhadtooski <mfarhadtooski@momentumcei.com>; Chuck Gant <cgant@pbcwater.com>; Charlie Tran <ctran@aeengineeringinc.com>; Jackie Michels <JMichels@pbcwater.com>
Subject: RE: Barfield Hwy - RFI #31 Existing Hydrant Bollard Conflict (FM#442030-1-54-01), G-1753

Robert,

Please see the email below from Chuck for FH at sta 35+40. Please have the contractor provide a cost estimate for both FH needed work.

Regards,

Michael Rezk

From: Chuck Gant <cgant@pbcwater.com>
Sent: Thursday, August 11, 2022 10:51 AM
To: Robert Audette <raudette@momentumcei.com>; Charlie Tran <ctran@aeengineeringinc.com>; Michael N. Rezk <MRezk@pbcwater.com>
Cc: Myrick, Rod (AE) <rod@aeengineeringinc.com>; Jongelene Adams <jadams@cityofpahokee.com>; Mohammad Farhadtooski <mfarhadtooski@momentumcei.com>
Subject: RE: Barfield Hwy - RFI #31 Existing Hydrant Bollard Conflict (FM#442030-1-54-01), G-1753

Fire hydrant at sta 35+40. Remove all bollards, raise hydrant & valve box.

chuck

From: Robert Audette <raudette@momentumcei.com>
Sent: Tuesday, August 2, 2022 12:20 PM
To: Charlie Tran <ctran@aeengineeringinc.com>; Michael N. Rezk <MRezk@pbcwater.com>
Cc: Myrick, Rod (AE) <rod@aeengineeringinc.com>; Jongelene Adams <jadams@cityofpahokee.com>; Chuck Gant <cgant@pbcwater.com>; Mohammad Farhadtooski <mfarhadtooski@momentumcei.com>
Subject: FW: Barfield Hwy - RFI #31 Existing Hydrant Bollard Conflict (FM#442030-1-54-01), G-1753

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments not be accessed unless expected from a trusted source. *****

Michael, Charlie,

Please see attached RFI. Let me know if flange height adjustment is needed and if 4 or 2 bollards need to be removed. This may be a Chuck call. He can also verify the FH at 35+40 Rt to see if the slope is ok as constructed around the FH.

Thanks,

Robert
Cell: (786) 397-3521

From: Julie Eimers <jeimers@rossositedevelopment.com>
Sent: Tuesday, August 2, 2022 11:51 AM
To: Robert Audette <raudette@momentumcei.com>; Charlie Tran <ctran@aeengineeringinc.com>
Cc: James Washington <JWashington@rossositedevelopment.com>; Jim Lewis <james.lewis@dot.state.fl.us>; Rod Myrick <rod@aeengineeringinc.com>
Subject: Barfield Hwy - RFI #31 Existing Hydrant Bollard Conflict (FM#442030-1-54-01)

Please find attached RFI #31 for the Barfield Hwy project. Direction is needed for existing hydrant height and bollards that are in conflict with the sidewalk.

Thank you,

Julie Eimers
Project Manager



1302 South J Street
Lake Worth, FL 33460
P (561) 689-0889
F (561) 689-2851

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Robert Audette

From: Robert Audette
Sent: Tuesday, August 9, 2022 10:49 AM
To: James Washington; Julie Eimers
Cc: Jongelene Adams; Mohammad Farhadtooski; Jim Lewis; Michael N. Rezk
Subject: FW: Barfield Hwy - RFI #31 Existing Hydrant Bollard Conflict (FM#442030-1-54-01), G-1753
Attachments: 5093_C010-C014.pdf; 20037-31 RFI_Existing Fire Hydrant Bollards Response.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Julie, James,

Response to your RFI is found below.

Let me know if you are willing to do the FH + Bollard removal and valve adjustments by using the Manhole Adjust pay item 425-5-1 for simplicity. If not, please provide your cost estimate for review by PBC. FH and valves will need to comply to county standards found in the plan.

Thanks,

Robert
Cell: (786) 397-3521

From: Michael N. Rezk <MRezk@pbcwater.com>
Sent: Tuesday, August 9, 2022 9:28 AM
To: Robert Audette <raudette@momentumcei.com>
Cc: Myrick, Rod (AE) <rod@aeengineeringinc.com>; Jongelene Adams <jadams@cityofpahokee.com>; Mohammad Farhadtooski <mfarhadtooski@momentumcei.com>; Charlie Tran <ctran@aeengineeringinc.com>; Chuck Gant <cgant@pbcwater.com>; Jackie Michels <JMichels@pbcwater.com>
Subject: RE: Barfield Hwy - RFI #31 Existing Hydrant Bollard Conflict (FM#442030-1-54-01), G-1753

Robert,

We haven't verified yet the FH at sta 35+40 but for FH at sta 31-/+ please do the following:

- The FH will need to be raised.
- Bollards to be removed.
- See attached record drawings, the existing valve boxes to be adjusted.

We will let you know what work needs to be done for FH at sta 35+50 then please have the contractor submit a cost estimate for the CO prior to the work in case we don't have bid items for that type of work.

Regards,

Michael Rezk

From: Chuck Gant <cgant@pbcwater.com>
Sent: Tuesday, August 9, 2022 7:08 AM
To: Robert Audette <raudette@momentumcei.com>; Charlie Tran <ctran@aeengineeringinc.com>; Michael N. Rezk <MRezk@pbcwater.com>
Cc: Myrick, Rod (AE) <rod@aeengineeringinc.com>; Jongelene Adams <jadams@cityofpahokee.com>; Mohammad Farhadtooski <mfarhadtooski@momentumcei.com>
Subject: RE: Barfield Hwy - RFI #31 Existing Hydrant Bollard Conflict (FM#442030-1-54-01), G-1753

Robert,

Don't forget to raise the valve boxes in this area also.

Chuck

From: Robert Audette <raudette@momentumcei.com>
Sent: Monday, August 8, 2022 2:41 PM
To: Charlie Tran <ctran@aeengineeringinc.com>; Michael N. Rezk <MRezk@pbcwater.com>
Cc: Myrick, Rod (AE) <rod@aeengineeringinc.com>; Jongelene Adams <jadams@cityofpahokee.com>; Chuck Gant <cgant@pbcwater.com>; Mohammad Farhadtooski <mfarhadtooski@momentumcei.com>
Subject: RE: Barfield Hwy - RFI #31 Existing Hydrant Bollard Conflict (FM#442030-1-54-01), G-1753

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Hello Michael,

I spoke with Chuck and he said to remove all 4 bollards and to adjust the FH height. Please confirm on behalf of the County for the RFI response. He'll check the other FH later this week.

Thanks,

Robert
Cell: (786) 397-3521

From: Robert Audette
Sent: Tuesday, August 2, 2022 12:20 PM
To: Charlie Tran <ctran@aeengineeringinc.com>; Michael N. Rezk <mrezk@pbcwater.com>
Cc: Myrick, Rod (AE) <rod@aeengineeringinc.com>; Jongelene Adams <jadams@cityofpahokee.com>; Chuck Gant <cgant@pbcwater.com>; Mohammad Farhadtooski <mfarhadtooski@momentumcei.com>
Subject: FW: Barfield Hwy - RFI #31 Existing Hydrant Bollard Conflict (FM#442030-1-54-01), G-1753

Michael, Charlie,

Please see attached RFI. Let me know if flange height adjustment is needed and if 4 or 2 bollards need to be removed. This may be a Chuck call. He can also verify the FH at 35+40 Rt to see if the slope is ok as constructed around the FH.

Thanks,

Robert
Cell: (786) 397-3521

From: Julie Eimers <jeimers@rossositedevelopment.com>
Sent: Tuesday, August 2, 2022 11:51 AM
To: Robert Audette <raudette@momentumcei.com>; Charlie Tran <ctran@aeengineeringinc.com>
Cc: James Washington <JWashington@rossositedevelopment.com>; Jim Lewis <james.lewis@dot.state.fl.us>; Rod Myrick <rod@aeengineeringinc.com>
Subject: Barfield Hwy - RFI #31 Existing Hydrant Bollard Conflict (FM#442030-1-54-01)

Please find attached RFI #31 for the Barfield Hwy project. Direction is needed for existing hydrant height and bollards that are in conflict with the sidewalk.

Thank you,

Julie Eimers
Project Manager



1302 South J Street
Lake Worth, FL 33460
P (561) 689-0889
F (561) 689-2851

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AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Jongelene Adams
SUBJECT: Community & Economic Development Department
DATE: 19th September 2022

GENERAL SUMMARY/BACKGROUND:

Barfield Highway Change Order #8 – This change order is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) building a concrete slope pavement at the Pelican Canal Culvert.

The contract plans were for use of miscellaneous asphalt as the finished surface on the sloped areas of the culvert wall at the Pelican Canal. Rosso Site Development (contractor) stated that it would not be possible to compact on the sloped surface. The Engineer of Record (EOR) agreed to the use of 4” concrete slope pavement. The current contract does not include the concrete slope pavement as a pay item.

Rosso Site Development has agreed to perform the work using the Statewide Average unit price for the pay item 524-2-2, the Concrete Slope Pavement, Non-reinforced 4” as a negotiated settlement for compensation. There will be an underrun of the miscellaneous asphalt.

The Rosso Site Development is entitled to 100% of the unit price of \$144.56 per square yard of slope pavement. The estimated quantity is 160SY for a total amount \$23,129.60 to perform and complete the work.

There is an additional four (4) days granted with this Change Order #8 per the request of the contractor’s proposal.

BUDGET IMPACT: \$23,129.60 and an additional four (4) days will be granted for this change order. FDOT has granted concurrence of the additional cost & time extension

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this change order #8.

ATTACHMENTS:

Change Order #8, Resolution 2022 – 41

RESOLUTION 2022 - 41

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 8 TO RESOLUTION #2021-02 PERTAINING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, 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, Florida (“CITY”) on March 26th, 2019, the City and the Florida Department of Transportation (FDOT) enter into a grant funding Agreement for Construction and Construction Inspection (CEI) Engineering Services pertaining to S. Barfield Road from East Main Street to East 7th 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, a change order is necessary to accommodate additional compensation for Rosso Site Development to perform and complete the work for the concrete slope payment at the Pelican Canal Culvert; and

WHEREAS, the contractor will perform the work in accordance with the Statewide Average unite price for the pay item #524-2-2 Concrete Slope Payment of non-reinforced 4” as a negotiated settlement for compensation; and

WHEREAS, the necessity for the additional compensated costs as been verified through an Entitlement Analysis performed by Robert Audette, P.E. Sr. Project Engineer. Further, additional work in the amount of \$23,129.60 including and additional four (4) days will be paid and added to the contract by the Florida Department of Transportation; and

WHEREAS, the City Commission of the City of Pahokee finds that a Change Order is necessary to compensate the contractor for additional work and allotted four (4) days for the performance and completion of the concrete slope pavement which was not included in the original contract plan at the Pelican Canal Culvert for the Reconstruction of Barfield Highway.

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

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

Section 2. Authorization and Approval. The City Commission of the City of Pahokee hereby authorizes and approves Change Order #8 to perform and complete the concrete slope pavement not included in the original plan along the retaining wall of the Pelican Canal.

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

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

PASSED and ADOPTED this 27th day of September 2022.

ATTEST

Keith W. Babb, Jr., Mayor

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: _____

Seconded By: _____

Vote:

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

EXHIBIT “A”
CHANGE ORDER #8



CHANGE ORDER #8

Project: Barfield Highway Reconstruction

Project No: FM# 442030-1-31-01

Date of Issuance: 08/24/2022

Effective Date: 9/27/2022

Owner: City of Pahokee

Project Engineer: Momentum CEI

Consultant/Contractor: Rosso Site Development

Purpose of Change Order:

Barfield Highway Change Order #8- This change order is for Barfield Highway Reconstruction. The change order is for the compensation to Rosso Site Development (contractor) for the additional building of the concrete slope pavement which was not included in the original contract plan. The contract plan was to use the miscellaneous asphalt as the finished surface on the sloped areas running along the Pelican Canal retaining wall; instead, the EOR agreed to use the 4" concrete slope pavement. The contractor has agreed to perform the work using Statewide Average unit price for the pay item #524-2-2, Concrete Slope Pavement, Non-Reinforced 4" as a negotiated settlement for compensation.

Rosso Site Development is entitled to 100% of the unit price of \$144.56 per square yard of Slope Pavement. The estimated quantity is 160SY for a total amount \$23,129.60 to perform the work.

An additional four (4) days are granted with the Change Order per the contractor's proposal.

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 (checked)
Lump Sum
Other

Method of determining the change is:

Change Times:

- Contractor's records (checked)
Engineer's records
Other

Increase/Decrease) in Contract Price: \$23,129.60- cost covered by FDOT

Increase/Decrease in Contract Times: Substantial Completion: 4 days, Ready for final payment:

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:

Handwritten signature of Robert Audette, PE, ENGINEER

AUTHORIZED:

City of Pahokee, OWNER

BY: Robert Audette, PE (Authorized Signature)

BY: (Authorized Signature)

Entitlement Analysis

Financial Project ID: 442030-1-54-01
Contract No.: G-1753
County: Palm Beach
Description: Pahokee, Barfield Highway Reconstruction

Re: Pelican Canal Concrete Slope Pavement

Description & Analysis:

This Change Order is written to compensate the contractor for building a concrete slope pavement at the Pelican Canal Culvert

Issue: RFI #30 Concrete Slope Pavement

The contract plan was to use miscellaneous asphalt as the finished surface on the sloped areas along the culvert retaining wall at Pelican Canal. The contractor stated that it was not possible to compact on sloped surface. The EOR agreed to use 4" concrete slope pavement instead. There is no pay item in the contract for concrete slope pavement.

The contractor agreed to perform the work using Statewide Average unit price for pay item 524-2-2, Concrete Slope Pavement, Non-Reinforced 4" as a negotiated settlement for compensation.

4 days are granted with this Change Order per the contractor's proposal.

The Contractor is 100% entitled to a unit price of \$144.56 per square yard of Slope Pavement. The estimated quantity is 160 SY for a total amount \$23,129.60 to perform the work. Miscellaneous asphalt will be underrun.



Robert Audette, P.E.
Sr. Project Engineer

1302 South J Street
Lake Worth, FL 33460



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

Change Order Request

Owner Co No.

Change Order No.: 21 Owner Proj. No.: 2020-007
 Owner: City of Pahokee RSD Proj. No.: 01-20037
 Project: Barfield Highway Date: 8/24/2022

Description: 4" Slope Pavement - Pelican Canal East & West side

#	Description	Qty	Unit	Unit Price	Total Price
	4" Slope Pavement	160	SY	\$ 144.56	\$ 23,129.60
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total: \$ 23,129.60

Original Contract Amt \$ -
 Amount of this Change Order \$ 23,129.60
 Amount of Previous Change Order (s) \$ -
 New Total Contract Amount \$ 23,129.60

Completion time extended 4 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

Digitally signed by Blair Simpson
 DN: cn=Blair Simpson, o=Rosso
 Site Development, ou,
 email=bsimpson@rossositedevel
 opment.com, c=US
 Date: 2022.09.22 14:29:23 -04'00'

Revisions

#	Date	By	Description
X	XX/XX/XX	XXX	

1302 South J Street
 Lake Worth, FL 33460



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

CHANGE ORDER BREAKDOWN

Description of work: 4" Slope Pavement - Pelican Canal East & West side

CO #: 21

EQUIPMENT					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Skidsteer		HR	\$62.50	\$0.00
2	Superintendent (w/ Pick-Up)		HR	\$108.75	\$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 (Concrete Foreman)		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 0.150					\$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 0.5146					\$0.00
Markup 0.150					\$0.00
LABOR TOTAL:					\$0.00

MATERIAL					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	4" Slope Pavement - Unit Price Per DOT	160	SY	\$144.56	\$23,129.60
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
Material Subtotal					\$23,129.60
Markup					0.000 \$0.00
MATERIAL TOTAL:					\$23,129.60

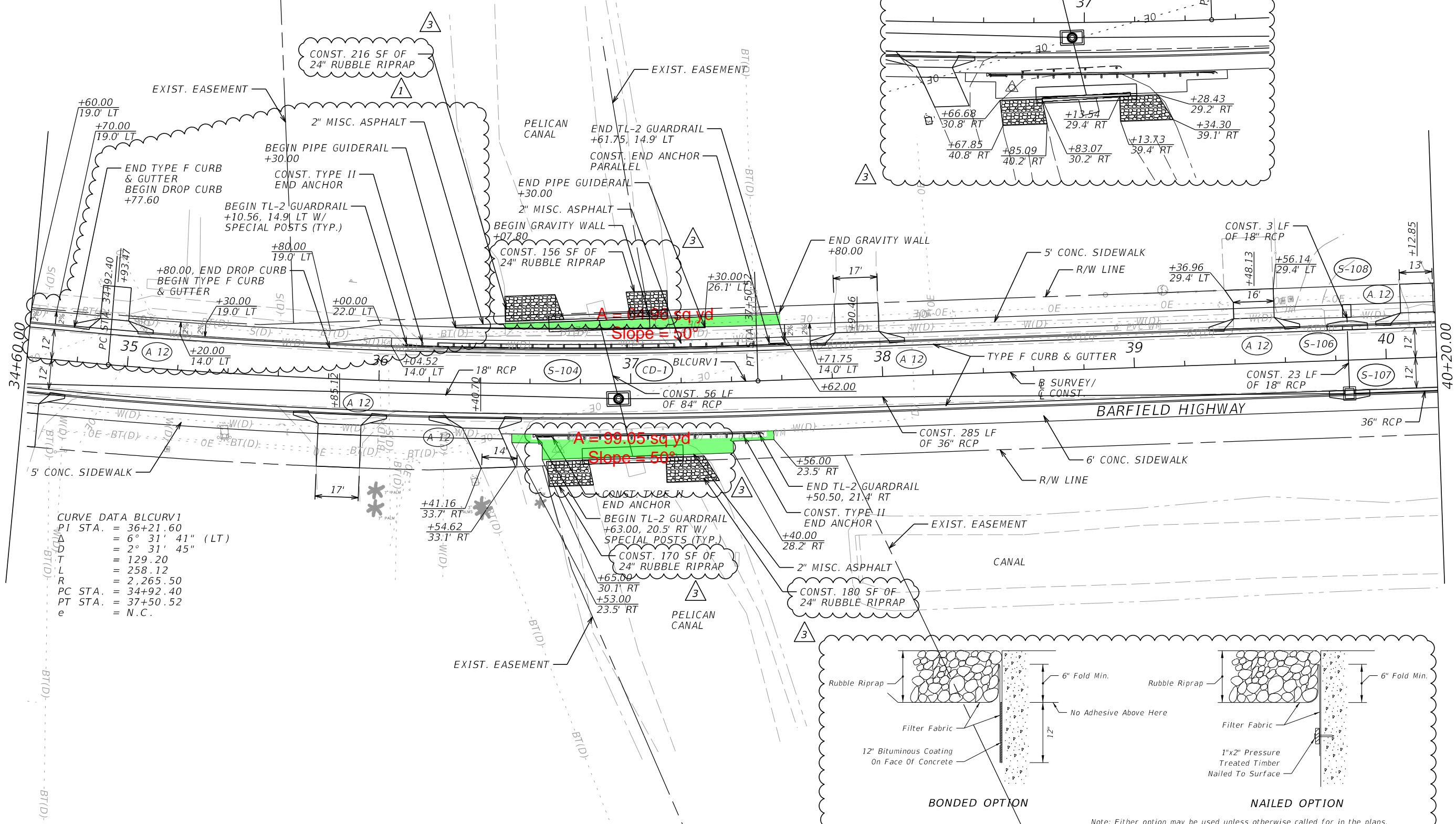
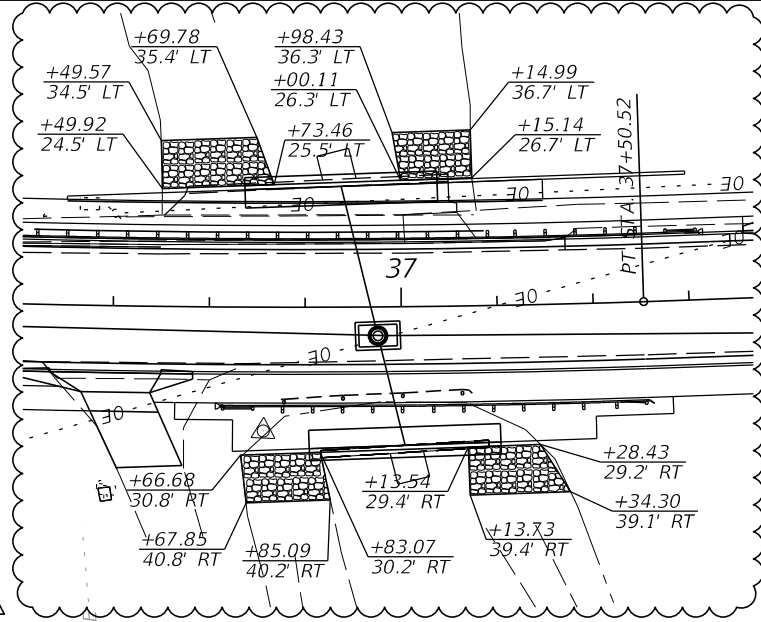
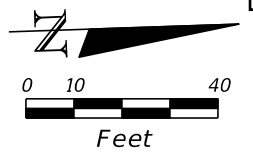
SUBCONTRACTORS					
#	Description	Qty	Unit	Unit Cost	Total Cost
1		1	LS		\$0.00
2		1	LS		\$0.00
3		1	LS		\$0.00
4		1	LS		\$0.00
5		1	LS		\$0.00
6		1	LS		\$0.00
7		1	LS		\$0.00
Subcontractor Subtotal					\$0.00
Markup					0.10 \$0.00
SUBCONTRACTOR TOTAL:					\$0.00

Equipment Total:	\$0.00
Labor Total:	\$0.00
Material Total:	\$23,129.60
Subcontractors Total:	\$0.00
Bond & General Liability Insurance:	\$0.00
MOT:	\$0.00
Total:	\$23,129.60

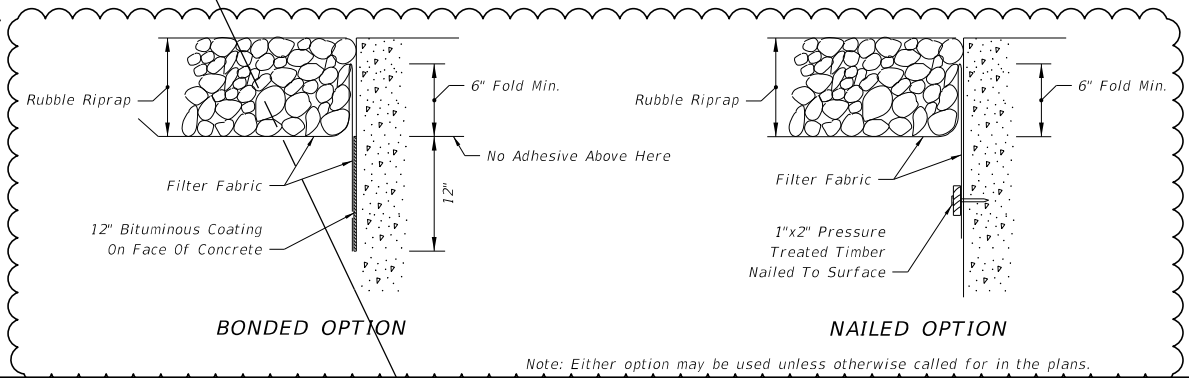


20037-21 CO Slope Pavement

Appendix 'A'



CURVE DATA BLCURV1
 PI STA. = 36+21.60
 Δ = 6° 31' 41" (LT)
 D = 2° 31' 45"
 T = 129.20
 L = 258.12
 R = 2,265.50
 PC STA. = 34+92.40
 PT STA. = 37+50.52
 e = N.C.



Note: Either option may be used unless otherwise called for in the plans.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
10-4-2021	REMOVE GRAVITY WALL & REVISE DRIVEWAY		
2-25-2022	ADD RUBBLE RIPRAP		

RODERICK MYRICK, P.E.
 P.E. LICENSE NUMBER 56969
 AE ENGINEERING, INC.
 219 N. NEWNAN STREET, 4TH FLOOR
 JACKSONVILLE, FL - 32202
 CERTIFICATE OF AUTHORIZATION: 27212

CITY OF PAHOKEE		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	PALM BEACH	442030-1-54-01

ROADWAY PLAN	
SHEET NO.	136
	14

Report Run On: 08/22/2022

Florida Department of Transportation
 Item Average Unit Cost
 From 2022/02/01 to 2022/07/31
 Statewide

Contract Type: CC
 Displaying: VALID ITEMS WITH HITS
 From: 0102 1 To: 9999999


Item	No. of Conts	Weighted Average	Total Amount	Total Unit Quantity Meas	Obs?	Description
0521 6 31	1	\$226.64	\$65,498.96	289.000 LF	N	CONCRETE PARAPET, RETAINING WALL SYSTEM MOUNTED W/SIDEWALK, 27" HEIGHT
0350 30 13	5	\$191.21	\$327,727.64	1,714.000 SY	N	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH
0353 70	1	\$950.00	\$879,985.00	926.300 CY	N	CONCRETE PAVEMENT SLAB REPLACEMENT
0455 14 24	1	\$320.00	\$726,080.00	2,269.000 LF	N	CONCRETE SHEET PILING, 12" X 30" WITH FRP STRAND AND REINFORCING
0522 1	91	\$62.53	\$10,768,698.53	172,221.000 SY	N	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK
0522 2	113	\$65.96	\$10,460,512.57	158,600.000 SY	N	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK
0524 2 49	1	\$140.00	\$980.00	7.000 SY	N	CONCRETE SLOPE PAVEMENT, 6", REINFORCED
0524 2 1	2	\$96.15	\$159,228.00	1,656.000 SY	N	CONCRETE SLOPE PAVEMENT, NON REINFORCED, 3"
0524 2 2	11	\$144.56	\$821,101.34	5,680.000 SY	N	CONCRETE SLOPE PAVEMENT, NON REINFORCED, 4"
0524 2 4	2	\$106.71	\$23,156.41	217.000 SY	N	CONCRETE SLOPE PAVEMENT, NON REINFORCED, 6"
0521 8 3	2	\$312.28	\$151,766.54	486.000 LF	N	CONCRETE TRAFFIC RAILING BARRIER, WITH JUNCTION SLAB, 32" VERTICAL FACE
0521 5 4	2	\$281.97	\$54,420.95	193.000 LF	N	CONCRETE TRAFFIC RAILING- BRIDGE, 32" VERTICAL FACE
0521 5 12	3	\$139.51	\$191,124.00	1,370.000 LF	N	CONCRETE TRAFFIC RAILING- BRIDGE, 36" MEDIAN SINGLE SLOPE
0521 5 13	8	\$128.39	\$1,360,530.32	10,597.000 LF	N	CONCRETE TRAFFIC RAILING- BRIDGE, 36" SINGLE-SLOPE
0520 70	33	\$111.22	\$1,570,497.43	14,121.000 SY	N	CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH
0630 2 14	32	\$38.55	\$223,356.58	5,794.000 LF	N	CONDUIT, FURNISH & INSTALL, ABOVEGROUND
0630 2 15	10	\$64.76	\$416,890.75	6,437.000 LF	N	CONDUIT, FURNISH & INSTALL, BRIDGE MOUNT



LABOR BURDEN

FICA	FUTA	SUTA	WC	RETIREMENT BENEFITS	MEDICAL	HOLIDAY / VACATION / SICK	Total
7.65%	0.60%	1.08%	13.39%	4.00%	17.44%	7.30%	51.46%

In agreement with FDOT Specification section 4-3.2.1. As an officer or director of Rosso Site Development, Inc. I certify the above rates to be true and accurate.


 Blair Simpson-VP

5-19-22
 Date



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Tijauna Warner, City Clerk

SUBJECT: Community Economic Department & City Clerk Department

DATE: 22th September 2022

GENERAL SUMMARY/BACKGROUND:

This Seventeenth Addendum to the Law Enforcement Service Agreement is made by and between The City of Pahokee (hereinafter referred to as “City”), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). The City and the Sheriff shall hereinafter be referred to as the “Parties.”

The Parties executed a Law Enforcement Service Agreement effective February 12, 2006, a First Addendum effective June 16, 2006, Second Addendum effective October 01, 2007, a Third Addendum effective October 01, 2008, a Fourth Addendum effective October 01, 2009, a Fifth Addendum effective October 01, 2010, a Sixth Addendum effective October 01, 2011, a Seventh Addendum effective October 01, 2012, an Eighth Addendum effective October 01, 2013, a Ninth Addendum effective October 01, 2014, a Tenth Addendum effective October 01, 2015, and an Eleventh Addendum effective October 01, 2016, a Twelfth Addendum effective October 01, 2017, a Thirteenth Addendum effective October 01, 2018, a Fourteenth Addendum effective October 01, 2019, a Fifteenth Addendum effective October 01, 2020, and a Sixteenth Addendum effective October 01, 2021, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services.

BUDGET IMPACT: YES

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2022-42 for LESA 17th Addendum.

ATTACHMENTS:

Resolution 2022 – 42

RESOLUTION 2022 - 42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO ENTER INTO AND EXECUTE THE SEVENTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND RICK L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida (the "City") and Rick L. Bradshaw, Sheriff of Palm Beach County, Florida (the "Sheriff") entered into an agreement for the provision of law enforcement services to the City on February 12, 2006 (the "Agreement"); and

WHEREAS, the City and the Sheriff have amended the Agreement on sixteenth separate occasions and desire to enter into a seventeenth amendment to the Agreement (the "Seventeenth Addendum") to set forth the consideration to be paid to the Sheriff for the period beginning October 1, 2022 and ending on September 30, 2023; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") deems that entering into the Seventeenth Addendum is in the best interests of the residents 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 of Mayor and City Manager. The City Commission of the City of Pahokee hereby authorizes the Mayor and City Manager to enter into the Seventeenth Addendum to the Law Enforcement Service Agreement between the City of Pahokee and Rick L. Bradshaw, Sheriff of Palm Beach County, Florida, attached hereto as Exhibit "A." The City Manager 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 27th day of September, 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

Seventeenth Addendum to the Law Enforcement Service Agreement

(attached)

SEVENTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE CITY OF PAHOKEE

This Seventeenth Addendum to the Law Enforcement Service Agreement is made by and between The City of Pahokee (hereinafter referred to as “City”), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). The City and the Sheriff shall hereinafter be referred to as the “Parties.”

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective February 12, 2006, a First Addendum effective June 16, 2006, Second Addendum effective October 01, 2007, a Third Addendum effective October 01, 2008, a Fourth Addendum effective October 01, 2009, a Fifth Addendum effective October 01, 2010, a Sixth Addendum effective October 01, 2011, a Seventh Addendum effective October 01, 2012, an Eighth Addendum effective October 01, 2013, a Ninth Addendum effective October 01, 2014, a Tenth Addendum effective October 01, 2015, and an Eleventh Addendum effective October 01, 2016, a Twelfth Addendum effective October 01, 2017, a Thirteenth Addendum effective October 01, 2018, a Fourteenth Addendum effective October 01, 2019, a Fifteenth Addendum effective October 01, 2020, and a Sixteenth Addendum effective October 01, 2021, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to set forth the consideration for the third year of the extended contract term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 6 Section 6.1 of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2022 through September 30, 2023, as follows: The total cost of personnel and equipment shall be \$582,466.00. Monthly payments shall be \$48,538.83. The last monthly payment shall be \$48,538.87.
2. Article 6, Section 6.5 has been added to the Law Enforcement Service Agreement as follows: Additional law enforcement services shall be compensated at a rate of \$100.00 per hour and will be billed by the SHERIFF to the CITY on a monthly basis. This rate is subject to annual review and change upon agreement between the CITY and SHERIFF.
3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF’S OFFICE

CITY OF PAHOKEE

BY: _____
Ric L. Bradshaw, Sheriff

BY: _____

Title: Sheriff

Print Name: _____

Title: _____

Witness: _____
Eric Coleman, Major

Attest: _____

DATE: _____

DATE: _____



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Jongelene Adams

SUBJECT: Community & Economic Development Department

DATE: 22nd September 2022

GENERAL SUMMARY/BACKGROUND:

“2” SBW & Associates, Inc. has been awarded the RFP 2022-01 Phase I of the Replacement & Installation of New Sidewalks. This RFP 2022-01 was advertised on 24th September to 31st September 2022 in the Palm Beach Post.

The submitted RFPs were received on the 9th September 2022 and was opened at the Commission Chambers on the 13th September 2022 for RFP 2022-01.

This RFP is for the sidewalks on Begonia Drive. The linear length of the sidewalks on both sides of the street is 1300 sq ft. area. The NTP will be issued after the contractor has submitted all the required permits and documentation.

The Community & Economic Development Department has verified all licenses and documentation submitted by “2” SBW & Associates, Inc.

BUDGET IMPACT:

“2” SBW proposed cost is: \$104,275.18. These funds will be expended from surtax dollars.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this contract to “2” SBW & Associates, Inc.

ATTACHMENTS:

Resolution 2022- 43

Contract

“2” SBW & Associates, Inc. submitted RFP 2022-01

City of Pahokee RFP 2022-01

RESOLUTION 2022 - 43

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING AN AGREEMENT BETWEEN “2” SBW & ASSOCIATES, INC. AND THE CITY OF PAHOKEE FOR PHASE I FOR THE REPLACEMENT & INSTALLATION OF NEW SIDEWALKS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida (the “City”) issued Request for Proposals No. 2022-01 (the “RFP”) to identify a contractor to provide construction services for Phase I of the Replacement and Installation of New Sidewalks; and

WHEREAS, “2” SBW & Associates, Inc. (“Contractor”) was the lowest responsible proposer to the RFP 2022-01 issued by the City and desires to contract with the City for Phase I of the Replacement and Installation of New Sidewalks; and

WHEREAS, the City and “2 SBW & Associates, Inc. mutually recognize the need for entering into the Agreement attached as Exhibit “A” hereto designating and setting forth the responsibilities of each party; and

WHEREAS, the City Commission of the City of Pahokee, Florida believes that entering into the Agreement attached as Exhibit “A” with “2” SBW & Associates, Inc. in the amount of \$104,275.18; and

WHEREAS, the City Commission of the City of Pahokee, Florida believes that entering into the Agreement attached as Exhibit “A” with “2” SBW & Associates, Inc. in the best interests of the City and its residents.

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

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

Section 2. Authorization and Approval. The City Commission of the City of Pahokee hereby authorizes and approves the Agreement between the City of Pahokee and “2” SBW & Associates, Inc. for the Phase I for the Replacement & Installation of New Sidewalks, and further authorizes the Mayor to execute the Agreement attached hereto as Exhibit “A”.

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

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

PASSED and ADOPTED this _____ day of September 2022.

ATTEST

Keith W. Babb, Jr., Mayor

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: _____

Seconded By: _____

Vote:

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

EXHIBIT “A”

“2” SBW & Associates, Inc. Contract

**CITY OF PAHOKEE
CONTRACT AGREEMENT
Contract for Replacement & Installation of New Sidewalks**

PROJECT: CITY OF PAHOKEE REPLACEMENT & INSTALLATION OF NEW SIDEWALKS
OWNER: CITY OF PAHOKEE
CONTRACTOR: "2" SBW & Associates, Inc.

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the CITY OF PAHOKEE (OWNER) and _____ (CONTRACTOR) to perform the Work identified in Article 2 in accordance with the Project’s Contract Documents.

Article 1

CONTRACT PAYMENT. The OWNER agrees to pay CONTRACTOR for satisfactory performance of CONTRACTOR's Work the sum of **One hundred four thousand two seventy-five dollars and eighteen cents (\$104,275.18).**

PAYMENT SCHEUDLE

Submit for approval by the OWNER, a printed updated Schedule of Values on the AIA form G703-Application and Certificate for Payment Continuation Sheet. Partial payments may be made after satisfactory completion of each item on the approved Schedule of Values or as a percentage determined by the Project Manager and approved by the OWNER’s City Manager and City Commission.

PROMPT PAYMENT CLAUSE

Progress payments shall be made to CONTRACTOR for Work satisfactorily performed no later than thirty(30) days after receipt of payment request and Release of Lien from CONTRACTOR. The down payment shall be credited against progress payments pro rata. Final payment of the balance due shall be made to CONTRACTOR not later than thirty(30) days after receipt by OWNER of final payment request and final Release of Lien for CONTRACTOR’s Work and OWNER’s acceptance of the Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, and guarantees required by the Contract Documents of Contractor.

Invoices returned to a CONTRACTOR due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the OWNER. A vendor Ombudsman, whose duties include acting as an advocate for contractors who may be experiencing problems in obtaining timely payments from the OWNER, may contact the State of Florida Comptroller’s Hotline: 1.800.848.3792.

Article 2

SCOPE OF WORK.

- (a) CONTRACTOR shall furnish necessary labor, materials, services, tools, equipment and other things necessary to fully perform and complete the Work in cooperation with the other trades in a good and workmanlike manner to the satisfaction and acceptance of OWNER and perform all the Work as set forth herein (hereinafter referred to as the "Work").

- (b) No claim shall be made due to minor variations in the actual conditions of the premises from what is shown on the plans. CONTRACTOR shall examine the premises, note and ascertain the existing conditions at the site and the nature and location of the Work. All Work affected or governed thereby or required for the thorough and satisfactory execution and completion of his Work, whether indicated or specified or not, and regardless of quantity estimated, shall constitute part of this Contract and shall be performed without extra charge.

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

Article 3

SCHEDULE OF WORK.

- (a) CONTRACTOR hereby acknowledges that time is of the essence with respect to the OWNER's completing the Project and that such completion is substantially dependent upon CONTRACTOR's performance of this Contract on or before the dates set forth in the Progress Schedule. Time, therefore, is of the essence in this Contract.

- (b) CONTRACTOR shall turn the Work over to OWNER in good condition and free and clear of all claims or liens arising from the performance of the Contract, and shall, at his expense, defend all suits and pay all claims arising from his performance of this Contract.

- (c) CONTRACTOR covenants and agrees that he shall not employ any labor which will interfere with labor harmony at the job site or with the introduction and storage of materials and execution of Work by other contractors. If CONTRACTOR breaches this covenant and such breach shall cause a stoppage of Work at the job site, CONTRACTOR shall be liable for all damages suffered by OWNER caused by such delay in completing the job.

- (d) CONTRACTOR shall, prior to submission of his first requisition for payment, supply to OWNER the name, address and telephone number of every supplier or subcontractor furnishing materials and/or labor to CONTRACTOR for the Work covered herein and a cost breakdown of this Contract.

- (e) CONTRACTOR shall comply with all laws, ordinances and regulations relating to the manner of doing the work or to the supplying of the material at the job site, and shall provide safe working conditions for his employees, other employees and the public.
- (f) If any part of CONTRACTOR's work depends for proper execution or results upon the work of any other contractor, CONTRACTOR shall inspect and promptly report to OWNER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of CONTRACTOR'S work.
- (g) Time is of the essence. CONTRACTOR shall provide OWNER with any requested scheduling information of CONTRACTOR's Work. The Schedule of Work, including that of this Contract shall be prepared by OWNER and may be revised as the Work progresses. CONTRACTOR recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. CONTRACTOR shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

Article 4

CHANGES.

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

Article 5**FAILURE OF PERFORMANCE.**

- (a) Should CONTRACTOR at any time fail to prosecute and complete the Work in accordance with the Progress Schedule or as herein provided or fail to diligently and continuously perform his Work, or if in the opinion of OWNER the Work of CONTRACTOR cannot be completed in the time period set forth, or if OWNER is notified of CONTRACTOR'S failure to pay for any material or labor used on the Project, or in the event of a strike or stoppage or Work resulting from a dispute involving or affecting the labor employed by CONTRACTOR, or if CONTRACTOR fails to perform any of the requirements herein, then such event shall be deemed a default and OWNER shall notify CONTRACTOR to correct such default and shall specify in such notice the action to be taken and a reasonable date by which the default shall be corrected.
- (b) If a default occurs and is not corrected on or before the date specified in the notice to CONTRACTOR, OWNER shall be entitled to exercise either or both of the following remedies as well as any other remedies available, including but not limited to binding and consolidated arbitration and litigation in a court of law.
- (1) OWNER may immediately take any action necessary to correct such default, including specifically the right to provide labor, overtime labor and materials and may deduct the cost of correcting such default from payment due, or that may become due to CONTRACTOR.
- (2) OWNER may terminate this Contract and the employment of CONTRACTOR, take possession of CONTRACTOR'S materials, tools and equipment used in performing such Work, and employ another contractor or use the employees of OWNER to finish the remaining Work to be performed hereunder. OWNER may deduct the costs of completing the remaining work from the unpaid contract price, and if the cost of completing the remaining Work exceeds the unpaid Contract amount, CONTRACTOR shall pay to OWNER such excess costs, including but not limited to overhead and attorney's fees.
- (c) OWNER, in any such event may also refrain from making any further payments under this Contract to CONTRACTOR until the entire project shall be fully finished and accepted by OWNER, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by OWNER to CONTRACTOR, but if such expenses and damages shall exceed such unpaid balance, CONTRACTOR shall promptly pay the difference to OWNER. If OWNER does not terminate the right of CONTRACTOR to proceed, CONTRACTOR shall continue with the balance of the Work. If OWNER is damaged by reason of any breach by CONTRACTOR of this Contract, the CONTRACTOR shall, subject to any defenses and offsets to which CONTRACTOR may be entitled under this Contract, pay OWNER such damages.

Article 6

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

Prior to commencing work, CONTRACTOR shall procure and maintain in force at CONTRACTORS expense until the completion and final acceptance of the Work, the following insurance from companies satisfactory to OWNER in the indicated amounts. Workers' Compensation Insurance and Employees Liability Insurance, Comprehensive General Liability Insurance (\$1,000,000.00 combined single limit) including premises-operation, independent contractors, products completed, operations hazard with contractual coverage and Comprehensive Automobile Liability Insurance (\$1,000,000.00 combined single limit and \$1,000,000.00 umbrella policy) and shall furnish to OWNER duplicate of original copies of insurance certificates evidencing compliance with the foregoing insurance requirements, naming OWNER as additional insured. All policies shall provide for ten (10) day cancellation or change notice to OWNER in the event of any change in or cancellation of said policies. The indemnification obligations under Section 5a shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under Workers' Compensation Acts, Disability Benefit Acts or Other Employee Benefits Acts.

Article 7

INDEMNIFICATION.

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

Article 8

WARRANTY.

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

Article 9

SPECIAL PROVISIONS.

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

CONTRACTOR

CITY OF PAHOKEE
"OWNER"

X _____
BY:
CONTRACTORS Federal
Tax ID Number: _____

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

ATTESTED:

By: _____
Tijauna Warner, CMC, Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Burnadette Norris- Weeks, City Attorney

EXHIBIT "A"

Specification of Work

Street/Sidewalk Location	Linear Ft
Selected sections of Begonia Drive from Bacom Point Road to 3 rd Street	1300

Florida Department of Transportation (FDOT) 2018 Standard Specifications shall be used related to sidewalk removal and replacement.

[Http://www.fdot.gov/programmanagement/Implemented/SpecBooks/January2018/JANUAR2018BK.shtm](http://www.fdot.gov/programmanagement/Implemented/SpecBooks/January2018/JANUAR2018BK.shtm)



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**GENERAL CONTRACTORS
&
CONSTRUCTION
MANAGEMENT**

CITY OF PAHOKEE

**RFP 2022-01
PHASE I
REPLACEMENT
&
INSTALLATION OF
NEW SIDEWALKS**

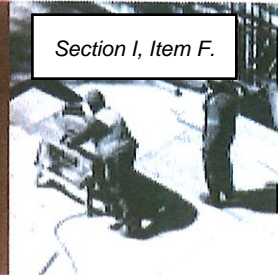
207 Begonia Drive
Pahokee, FL 33476

INTRO PACKET



P.O. Box 1420 • Belle Glade, FL 33430
Phone (561) 992-0306 • Fax (561) 992-0308
Email: 2-SBW@2-SBW.com
Website: www.2-sbw.com

Section I, Item F.



September 8, 2022

Re: 2 SBW & Associates, Inc. Introductory Portfolio
Via Email: cityclerk@cityofpahokee.com

Dear City of Pahokee Bid Review Committee,

Please allow this opportunity for us to introduce you to our firm and the services that we provide. We look forward to a healthy/prosperous working relationship with you and the City.

2 SBW & Associates, Inc. is the only privately-owned Minority and Small Business Enterprise General Contractor and Construction Management firm located in Western Palm Beach County, Florida. Our company has been in operation since 2007 and is comprised of licensed and insured General and Building Contractors. Our agency consists of professional, diverse, knowledgeable, efficient and highly qualified management and support staff with over thirty years of professional industry experience.

2 SBW & Associates Inc. offers every trade in the construction industry and provides our clientele with an exemplary level of services. Our level of expertise includes, but is not limited to, Commercial, Education K-12, Colleges/Universities, Municipalities and Residential construction. Our trade specialties are demolition, acoustical ceilings, rough carpentry, painting, window/door installation, interior/exterior framing and pre/post construction cleaning.

In constructing our projects, we provide cost feasibility, environment-friendly designs, energy efficiency and neighborhood compatibility. We complete all of our projects within budget and on time. We assure that all key project personnel has the appropriate licenses, registrations and certifications as required by regulating governances and project specifications. Our professionalism and dedication to our clientele are the qualities that truly validate us most. At 2 SBW & Associates, Inc., it is not just about getting the job done right and on time, but most importantly, it is about making the entire process hassle-free and elevate the experience.

2 SBW & Associates, Inc., takes pride in our commitment to comply with all HUD, federal, state and local laws, regulations and building codes. We are proud to be a fully compliant Section 3 qualified General Contractor that is committed to hiring locally. When contracted for a project, we make sure that 30% of our aggregate number of new hires is comprised of residents from the local community, enabling them to re-invest in their community stimulating their local economy.

As we build for a better 2morrow, we are committed to developing mutually beneficial business relationships, making positive community investments and bridging gaps, enabling us to better serve our clients' needs and collectively ensuring opportunities for a better 2merrow.

We thank you for allowing us to acclimate you to our firm. We also appreciate the opportunity to assist you in your upcoming sidewalk project. We simply want to say, "Thank You"!

With Appreciation,

James L. Walker
James L. Walker, President

"Building for a better 2morrow"

Licensed, Bonded & Insured
CGC-1517064



P.O. Box 1420 • Belle Glade, FL 33430
 Phone (561) 992-0306 • Fax (561) 992-0308
 Email: 2-SBW@2-SBW.com
 Website: www.2-sbw.com



CAPABILITY STATEMENT

CORPORATE OVERVIEW

2 SBW & Associates, Inc.(S-Corporation) has been in operation since 2007 and is headquartered in Belle Glade, Florida with field offices in Rivera Beach and Okeechobee, Florida. 2 SBW & Associates, Inc. has bonding capacity.

SERVICES

2 SBW & Associates, Inc is a privately-owned General Contractor and Construction Management company located in Western Palm Beach County. 2 SBW & Associates, Inc is comprised of licensed, bonded, insured and experienced General and Building Contractors. The company encompasses a professional and experienced workforce with over thirty (30) years of professional experience.

2 SBW & Associates, Inc. specializes in Design Build, Turnkey, K-12, University/College, Municipal, Commercial, Residential Industrial, Disaster Relief and Wind Mitigation Construction and Renovations, Estimating and Analysis, Demolition, Construction and Project Management.

TRADE SPECIALTIES

Acoustical Ceilings, Carpentry, Demolition, Painting, Roof, Sidewalk Installation, Interior Framing and Exterior Framing, Pre/Post Construction Cleaning

DUNS

003207136

PRIMARY NAICS CODES

236110, 236115, 236116, 236117, 236118, 236220

CLIENTELE

Bank of America
 City of Labelle
 City of West Palm Beach
 Palm Beach County Dept. of Economic Sustainability
 Haagen Dazs
 Palm Beach County Housing Authority
 Townstar /Subway

Bank of Belle Glade
 City of South Bay
 State of Florida Dept. of Children & Families
 GEO Group, Inc.
 Lutheran Services of Florida
 Palm Beach County School Board
 Ballpark of the Palm Beaches

PAST PERFORMANCE

Amelia Gardens (Infrastructure)
 GEO Correctional Facility Metal Building
 Pahokee Housing Authority
 Sellow Excel Charter School
 South Bay Villas Rehabilitation Phase I
 Rosenwald Elementary School

City of South Bay Commerce Center
 HUD Housing
 Palm Beach Outlets
 South Bay Infill Housing
 Timber Trace Elementary School
 Watson B. Duncan Middle School

CERTIFICATIONS

State Certified General/Building Contractor
 Certified Section 3
 City of West Palm Beach (SBE)
 South Florida Water Management (SBE)

State of Florida Office of Supplier Diversity (M/WBE)
 Broward County School District (M/WBE)
 Palm Beach County O.E.B.O (SMBE)
 Palm Beach County School District (M/WBE-SBE)

AFFILIATIONS

Associated General Contractors of America (FECC)
 Better Business Bureau (A+ Accredited Business)

Building Trades Association
 Black Chamber of Commerce of Palm Beach County

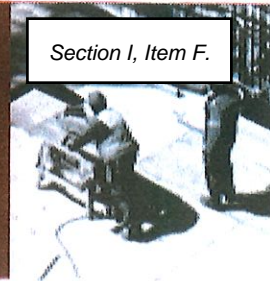
"Building for a better 2morrow"

Licensed, Bonded & Insured
 CGC-1517064

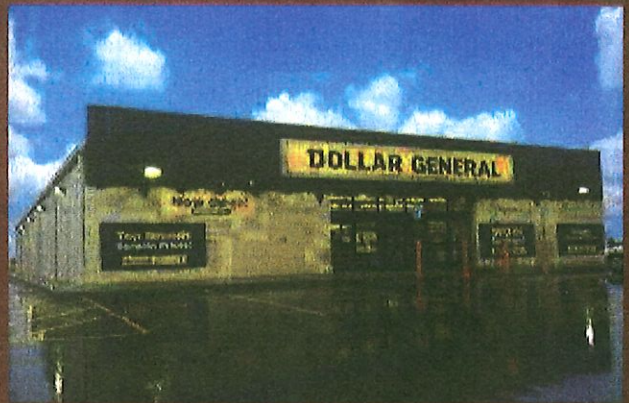


P.O. Box 1420 • Belle Glade, FL 33430
 Phone (561) 992-0306 • Fax (561) 992-0308
 Email: 2-SBW@2-SBW.com
 Website: www.2-sbw.com

Section I, Item F.



2-SBW PROJECT PORTFOLIO



SERVICES

2 SBW & Associates, Inc., specializes in Design Build, Turnkey, K-12, University/College, Municipal, Commercial, Residential, Industrial, Disaster Relief and Wind Mitigation Construction and Renovations, Estimating and Analysis, Demolition, Construction and Project Management.

TRADE SPECIALTIES

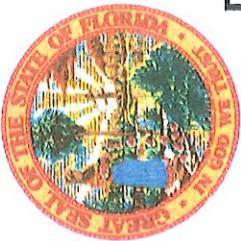
Acoustical Ceilings, Carpentry, Demolition, Painting, Roof, Sidewalk Installation, Interior Framing and Exterior Framing, and Pre/Post Construction Cleaning.

"Building for a better 2morrow"

Licensed, Bonded & Insured
 CGC-1517064

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WALKER, JAVIN L

'2' SBW & ASSOCIATES INC
P. O. BOX 1420
BELLE GLADE FL 33430

LICENSE NUMBER: CGC1517064

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
155 US HWY 27 SOUTH
SOUTH BAY, FL 33493

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	WALKER JAVINI	CGC: 517064	U22.268597 - 04/01/22	\$3.00	B47148920

This document is valid only when received by the Tax Collector's Office.

2 SBW & ASSOCIATES INC
2 SBW & ASSOCIATES INC
PO BOX 1420
BELLE GLADE, FL 33430

**STATE OF FLORIDA
PALM BEACH COUNTY
2021/2022 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201469026
EXPIRES: SEPTEMBER 30, 2022**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

Policy Holder:
2 SBW & Associates Inc
PO Box 1420
Belle Glade, FL 33430

The attached endorsements listed below applies to policy number: 08501397

Form 2366 (02/11) Blanket Additional Insured Endorsement
Form 2367 (06/10) Blanket Waiver of Subrogation Endorsement

Endorsement effective: March 19, 2022

Endorsements listed above are effective until policy cancellation date. Fees will be waived on your current policy term.

Form 2386 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If you pay the fee for this Blanket Additional Insured Endorsement, we agree with you that any person or organization with whom you have executed a written agreement prior to any loss is added as an additional insured with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional insured only as a person or organization liable for your operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional insured.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom you have executed a written agreement has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that person or organization, signed and executed by you before the **bodily injury or property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the insured to perform work for the insured or on the insured's behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If you pay the fee for this Blanket Waiver of Subrogation Endorsement, we agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any loss.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTRA COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

TABLE OF CONTENTS

Additions to SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Non-Owned Watercraft
2. Fire, Lightning, Explosion, Smoke, or Leakage from an Automatic Fire Protection System

Additions to SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Increased Limits for Bail Bonds
2. Increased Limit of Loss of Earnings

Additions to SECTION II – WHO IS AN INSURED

1. Additional Insured Status for Persons or Organizations Required by Written Contract or Agreement
2. Incidental Medical Malpractice
3. Newly Acquired or Formed Organizations

Additions to SECTION III – LIMITS OF INSURANCE

1. Damage to Premises Rented To You
2. Increased Medical Payments Limit
3. Additional Insured- Persons or Organizations Required by Written Contract or Agreement

Additions to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Knowledge of Occurrence
2. Primary and Noncontributory
3. Transfer of Rights of Recovery
4. Liberalization
5. Unintentional Failure to Disclose

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COMMERCIAL GENERAL LIABILITY

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is revised as follows:

1. **Non-Owned Watercraft.** Paragraph 2. **Exclusions, g. Aircraft, Auto Or Watercraft** item (2) is deleted and replaced with the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. **Property Damage Exclusion.** Paragraph 2. **Exclusions, j. Damage to Property** is revised by deleting the clause that states:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented To You as described in Section III - Limits Of Insurance.

and replacing it with:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke or leakage from an automatic fire protection system) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is revised as follows:

3. **Increased Limits.** Paragraph 1.b. is deleted and replaced by the following, to provide that we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- b. Up to \$2,500 for cost of bail bonds required because of motor vehicle accidents or traffic law violations arising out of the use of any motor vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

4. **Increased Limits.** Paragraph 1.d. is deleted and replaced by the following, to provide that we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$350 a day because of time off from work.

SECTION II -WHO IS AN INSURED - is revised as follows:

1. **Additional insureds.**

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

- 1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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COMMERCIAL GENERAL LIABILITY

- (a) Your acts or omissions; or
- (b) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured described above:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. **Incidental Medical Malpractice.** The following exception is added:

Paragraph 2.a.(1)(d) does not apply to your "employees" or "volunteer workers" who provide professional health care services on your behalf as a duly licensed:

- (i) Emergency Medical Technician; or
- (ii) Paramedic.

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COMMERCIAL GENERAL LIABILITY

This exception does not apply if you are in the business or occupation of providing emergency medical or paramedic services.

3. Newly Acquired or Formed Organizations.

Paragraph 3.a. is deleted and replaced with the following:

- (a) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

Paragraph 3.c. is deleted and replaced with the following:

- (b) Coverage A does not apply to "bodily injury" or "property damage" to "your product" that occurred before you acquired or formed the organization; and

SECTION III - LIMITS OF INSURANCE - The following is added for the purpose of this Endorsement:

The Limits of Insurance shown in the Declarations apply to the insurance provided by this endorsement, except the following limits, which are amended:

1. Damage To Premises Rented To You.

The limit for Damage to Premises Rented to You is amended to be the lesser of:

- (a) The Each Occurrence Limit shown in the Declarations; or
- (b) \$300,000.

2. Increased Medical Payments Limit.

Without increasing any applicable General Aggregate Limit or per occurrence Limit, the Medical Expense Limit in Coverage C is \$10,000 per person unless a greater amount is shown in the Declarations.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - is revised as follows:

1. Knowledge of Occurrence. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit.

When you or any other insured know or should know that there has been an "occurrence" or offense which may result in a claim or "suit" to which this insurance may apply, you must notify us as soon as practicable, and such duty to give us notice shall be deemed to have been triggered when facts sufficient to believe an "occurrence" or offense has occurred becomes known to:

- (1) You, if you are an individual;
- (2) A member or partner, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company;
- (4) An "executive officer" or director, if you are an organization other than a partnership, joint venture or limited liability company;
- (5) A trustee, if you are a trust;
- (6) Your insurance manager;
- (7) Your legal representative if you die or dissolve;
- (8) Any person claiming coverage or seeking benefits under the policy; or
- (9) Any member, partner, manager, "executive officer", director, or trustee of any organization, limited liability company, corporation, partnership, joint venture or trust claiming coverage or seeking benefits under the policy.

98
5
44

COMMERCIAL GENERAL LIABILITY

2. **Primary and Noncontributory.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. **Transfer Of Rights Of Recovery.** The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us.**

We waive the rights of recovery we may have because of payments we make for injury or damages arising out of:

- (a) Your ongoing operations or "your work" done under a contract with a person or organization and included in the "products-completed operations hazard"; or
- (b) The ownership, maintenance or use of that part of a premise leased to you.

Our rights may not be waived except if waived in writing by us prior to the "occurrence" giving rise to the injury or damage for which we make payments under this Coverage. The insured must do nothing after the loss to impair or prejudice our rights and must do whatever we deem necessary to enable us to exercise our rights. At our request, the insured shall bring "suit" against liable parties or transfer those rights to us.

4. **Liberalization.** The following is added:

If we revise this version of this General Liability Extra Coverage Endorsement to provide more coverage without additional premium charges, this endorsement will automatically provide the revised coverage as of the day the revision is effective in the state in which you reside.

5. **Unintentional Failure to Disclose.** The following is added:

An unintentional failure to completely describe or unintentional error or omission in the description of any premises or operations intended by you to be covered by this Commercial General Liability Coverage Form will not invalidate coverage for those premises or operations. An unintentional error, omission or failure must be reported to us as soon as practical after it is discovered.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY AND ENDORSEMENTS REMAIN UNCHANGED.



...building for a better 2morrow

P.O. Box 1420
 Belle Glade, FL 33430
 O: 561.992-0306 E: proposals@2-sbw.com

DATE: September 8, 2022
PROPOSAL # 2022-250

PROPOSED TO:
 City of Pahokee
 207 Begonia Drive
 Pahokee, FL 33476

PROPOSAL VALID UNTIL: September 28, 2022
PREPARED BY: 2 SBW

BID PROJECT:
 City of Pahokee RFP 2022-01 Phase I- Replacement & Installation of New Sidewalks
 Sections of Begonia Drive from Bacom Point Road to 3rd Street
 Pahokee, FL 33476

COMMENTS OR SPECIAL INSTRU: This Proposal Is For Removal and Installation of 1,300 LF of Exterior Concrete Sidewalk(s) Located @ Sections of Begonia Drive from Bacom Point Road to 3rd Street, Pahokee, FL 33476 Scopes of Work Will Be Performed According To Florida Department of Transportation (FDOT) 2018 Standard Specifications As Referenced in RFP No. 2022-01	
DESCRIPTION	
<p>PREPARATIONS:</p> <p>Ideally All Sidewalk & Tree Removals Will Be Completed First. Followed by Preparation For Installation At All Locations/Sections. Followed By Density Compaction Tests, Inspections, and Concrete Cures At All Locations/Sections. Followed By Restoration At All Locations.</p> <p>Work Includes Removal of Grass, Stumps, and Other Materials to Prepare The Ground for Sidewalks Installation. All Form Work & Site Preparation Shall Be Conducted w/Minimum Impact and/or Damage to The Adjacent Properties.</p> <p>If Applicable, Removal & Disposal of Existing Trees As Indicated By The City. All Trees to Remain Shall Be Preserved.</p> <p>New Four and/or Six Inches Thick Sidewalks Shall Be Constructed In Accordance w/Section 522 of The FDOT - SSR&BC, Latest Edition & Other Requirements As Required.</p> <p>Any Disturbed Swale Areas Private Property (Including Driveways & Aprons) or Other Public Property Shall Be Re-Sodded & Graded Properly at The Contractor's Expense.</p>	
<p>EXTERIOR SIDEWALKS:</p> <p>Removal of 1,300 LF Existing Exterior Concrete Sidewalk(s)</p> <p>Includes Density Report</p> <p>Form New Sidewalk Area 1,300 LF 4" Thick and 4' Wide</p> <p>Pour & Level 1,300 LF New Concrete Sidewalk with 3,000 PSI Concrete w/Fiber</p> <p>Removal of All Form Ecards</p> <p>Forms: Steel, Wood, or Other Suitable Material of Size & Strength to Resist Movement During Concrete Placement. Conforms to ACI 301</p> <p>Joints: Must Be Prescribed to Help Prevent Cracking Per FDOT Approved Supplier. Mix Design Certification Will Be Required Before The Cure to Any Work.</p> <p>All Sidewalks Shall Be A Minimum of Four (4" Inches Thick Except Across Driveways, Driveway Approached & First (5") Feet of Ramps Closet To Paved Roadways Where They Shall Be A Minimum of Six (6") Thick.</p>	

Licensed Insured General Contractors
CGC-1517064



CONCRETE FINISHING: Smooth Surface by Screeding & Floating. Producing A Uniformed Texture. Work Edges of Slab to A 1/2' Radius. Eliminate Tool Marks On Concrete Surface. Broom Finish After Excess Moisture Has Disappeared.	
INCLUSIONS: Removal of All Debris Affiliated w/Scope Permits	
EXCLUSIONS: Determination <i>dw</i>	
NOTES: All Material Is Guaranteed To Be As Specified. All Work To Be completed In A Workmanlike Manner According To Standard Practices. Any Alteration or Deviation From Above Specification Involving Extra Costa, Will Be Executed Only Upon Written Order & Will Become An Extra Charge Over & Above This Proposal. All Are Agreements Contingent Upon Strikes, Accidents or Delays Beyond Our Control. Our Worker's Are Fully Covered By Workmen's Compensation Insurance.	
WARRANTY: One Year Labor Warrant y	



TOTAL COST	\$ 104,275.18
-------------------	----------------------

By Signing This Proposal You Agree To The Above Terms And Will Process Accordingly.

Signature: _____

Date: _____

Printed Name: _____

THANK YOU FOR THIS OPPORTUNITY! WE SEEK 2 ELEVATE YOUR EXPERIENCE!

**Licensed Insured General Contractors
CGC-1517064**

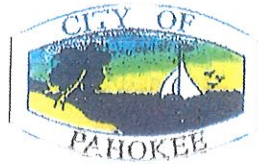


EXHIBIT "A"
RFP No. 2022-01

BID PROPOSAL FORM

Proposal of "2"SBW & Associates, Inc. to furnish all materials, equipment and labor and to perform all work in accordance with the Proposal Documents for: **Replacement and Installation of New Sidewalks in the City of Pahokee.**

TOTAL AMOUNT OF THE PROPOSAL:

\$ 104,275.18

Written Out: One Hundred and Four Thousand Two Hundred Seventy-Five Dollars
and 18/-00 Cents

Proposals shall include all sales taxes and other applicable fees. The undersigned Proposer has carefully examined the Documents and the site of the proposed work. The undersigned is familiar with the nature and extent of the work and any conditions that may in any manner affect the work to be done. The undersigned agrees to do all the work and furnish all materials call for by the Documents, in the manner prescribed therein and to the standards of quality and performance established by the City of Pahokee, for the total price designed in the spaces provided above.

[Handwritten Signature]
Signature:

Javin L. Walker

Print Name:

President

September 8, 2022

Title:

Date:

155 US HWY 27S, South Bay, FL 33493 Mailing Address: P.O. Box 1420, Belle Glade, FL 33430
Address:

Office: (561) 992-0306

Estimating@2-sbw.com

Phone Number:

Email Address:

**** ATTACHED PROPOSED PROJECT SCHEDULE TO PROPOSAL FORM**

**** ATTACHED COST BREAKDOW FOR EACH LOCATION WITH AND WITHOUT TREE REMOVAL**



EXHIBIT "B"
RFP No. 2022-01
COST BREAKDOWN

Street/Sidewalk Location	Linear Ft
Selected sections of Begonia Drive from Bacom Point Road to 3 rd Street	1300

One Hundred and Four Thousand Two Hundred Seventy-Five
TOTAL and 18/100 Cents \$ 104,275.18 \$



EXHIBIT "C"
RFP No. 2022-01
REGISTRATION FORM

Proposers should complete and return this form to the City Clerk's Office prior to 12:00pm EST, Tuesday, 6th September 2022 in order to receive any addenda(s) issued for this Request for Proposals.

It is the responsibility of the Proposer to ensure its receipt of all addenda items.

Name of Company: "2"SBW & Associates, Inc,

Contact Person: Darlin K. Pyrtle, Director of Operations

Mailing Address: P.O. Box 1420

City: Belle Glade State: Florida Zip: 33430

Phone Number (561) 992-0306 Fax Number: —

Email Address: Darlin@2-sbw.com

Preferred Method of Receipt Acknowledgement: Email or Fax



EXHIBIT "D"
RFP No. 2022-01

RESPONDENT INFORMATION PAGE

Company name: "2"SBW & Associates, Inc.

Authorized Signer(s): Javin L. Walker
Printed Name

[Handwritten Signature]
Signature(s)

Title: President

Authorized Signer(s): _____
Printed Name Signature(s)

Title: _____

Company's Physical Address: 155 US HWY 27S

Company's City: South Bay State: FL Zip: 33493

Company's Telephone: (561) 992-0306 Company's Fax: —

Email Address: Estimating@2-sbw.com

Website (if applicable): www.2-sbw.com

Federal Identification Number: 65-0930953

This is a requirement for every Bidder/Respondent.



EXHIBIT "E"
RFP No. 2022-01

CONFIRMATION OF A DRUG-FREE WORKPLACE

In accordance with Section 237.087, Florida Statutes, whenever two or more Responses are equal with respect to price, quality, and service which are received by any political subdivisions for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of "2"SBW & Associates, Inc.

I certify that Javin L. Walker complies fully with the above requirements.

Authorized Representative's Signature

Date

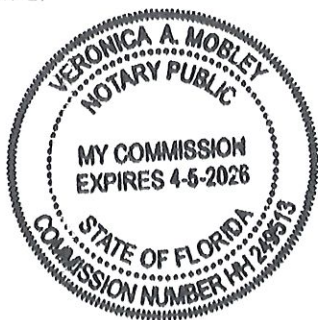
September 8, 2022

Javin L. Walker

President

Printed Name:

Title:



Veronica A. Mobley
Veronica A. Mobley
HH 249513
04-05-2026



EXHIBIT "F"
RFP No. 2022-01
REFERENCES

List below or on an attached sheet similar past projects. Please provide the name, address and telephone numbers of organization, governmental or private, for whom you now are, or have within the past five (5) years provided similar services. (THIS FORM MAY BE COPIED).

REFERENCE #1

Name of Client: City of South Bay Sidewalk Removal & Installations

Address: 335 SW 2nd Avenue

Phone Number: (561) 996-6751 Fax: (561) 996-7950

Contact Person: Leondrae D. Camel Title: City Manager

Description of Services: Removal of existing sidewalks on the SW 6th Avenue Block and installation of new sidewalk.

Completed on Time: Yes No (if no) Explanation: _____

Completed within Budget Dollars: Yes No (if no) Explanation: _____

REFERENCE #2

Name of Client: Lutheran Services of Florida

Address: 3627 West Waters Avenue

Phone Number: (813) 508-8915 Fax: N/A

Contact Person: Justin Henry Title: Associate Vice President of Support Services

Description of Services: Removal and replacement of existing sidewalks and ramps at the Belle Glade Peppi Head Start Facility.

Completed on Time: Yes No (if no) Explanation: _____

Completed within Budget Dollars: Yes No (if no) Explanation: _____

REFERENCE #3

Name of Client: Royal Palm Lake Apartments w/Robling Construction

Address: 1749 E. Main Street, Pahokee, FL 33476

Phone Number: (561) 510-4416 Fax: N/A

Contact Person: Jon Lowke Title: Vice President

Description of Services: Exterior and Interior Demolition

Completed on Time: Yes No (if no) Explanation: _____

Completed within Budget Dollars: Yes No (if no) Explanation: _____



(References – Page 2 of 2)

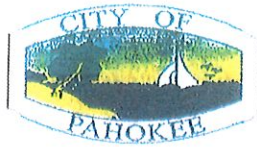


EXHIBIT "G"

RFP No. 2022-01

CAMPAIGN CONTRIBUTION STATEMENT

Completed By Vendor: Check which statement applies, fill in the requested information, if applicable and sign below.

Neither the undersigned business nor any of its owners or officers contributed more than \$100,000 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below in the designated area].

The undersigned business or one or more of its owners or officers contributed more than \$100,000 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked that statement, please complete the information requested below and sign in the designated area].

1. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.

2. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.

3. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.

4. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.

5. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.

I certify the above statements are true and correct to the best of my knowledge and I understand that false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Pahokee

Signature: 

Printed Name: Javin L. Walker

Title: President

Name of Business/Company: "2"SBW & Associates, Inc.

Completed By Commissioner/Mayor: Check which statement applies, fill in the requested information, if applicable, and sign below in the designated area.

[] Neither the above referenced business nor any of its owners or officers contributed more than \$100,000 to my campaign. [If you checked this statement, you are done and may sign below in the designated area].

[] The above referenced business or one or more of its owners or officers contributed more than \$100,000 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked that statement, please complete the information requested below and sign in the designated area].

- _____ contributed a total of \$ _____ to my campaign.
- _____ contributed a total of \$ _____ to my campaign.
- _____ contributed a total of \$ _____ to my campaign.
- _____ contributed a total of \$ _____ to my campaign.

I certify the above statements are true and correct to the best of my knowledge and I understand that false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Pahokae

Signature: _____

Printed Name: _____

Title: _____

Name of Business/Company: _____

FOR CITY CLERK'S USE ONLY.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 2022.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor _____ verbally disclosed the campaign contribution(s) set forth above.

8. Has any CILB held by your firm and/or employee been suspended within the last five (5) years?
Yes _____ No X
If 'yes' explain on a separate signed page, including the reason.

9. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
Yes _____ No X
If 'yes', explain on a separate signed page, identifying all such projects by owner, owner's address and date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

10. In the last five (5) years has your firm or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on or completing, any government agency or public works projects for any reason? Note: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position?
Yes _____ No X
If 'yes', explain on a separate signed page. State whether the firm involved was the firm applying for qualification in this CILB or ANOTHER FIRM. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project and the basis for the action.

11. In the past five (5) years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?
Yes _____ No X
If "yes", on a separate signed page, identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or if resolved, a brief description of the resolution).

12. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
Yes _____ No X
If "yes" explain on a separate signed page. Name of insurance carrier, the form of insurance and the year of refusal.

13. Does your firm have the ability to conduct business with three (3) City projects and three (3) projects outside the City contract on a concurrent basis?
Yes _____ No X

Javin L. Walker
Printed Name
[Signature]
Authorized Representative's Signature

(Narrative Questionnaire - page 2 of 2)

President
Title
September 8, 2022
Date



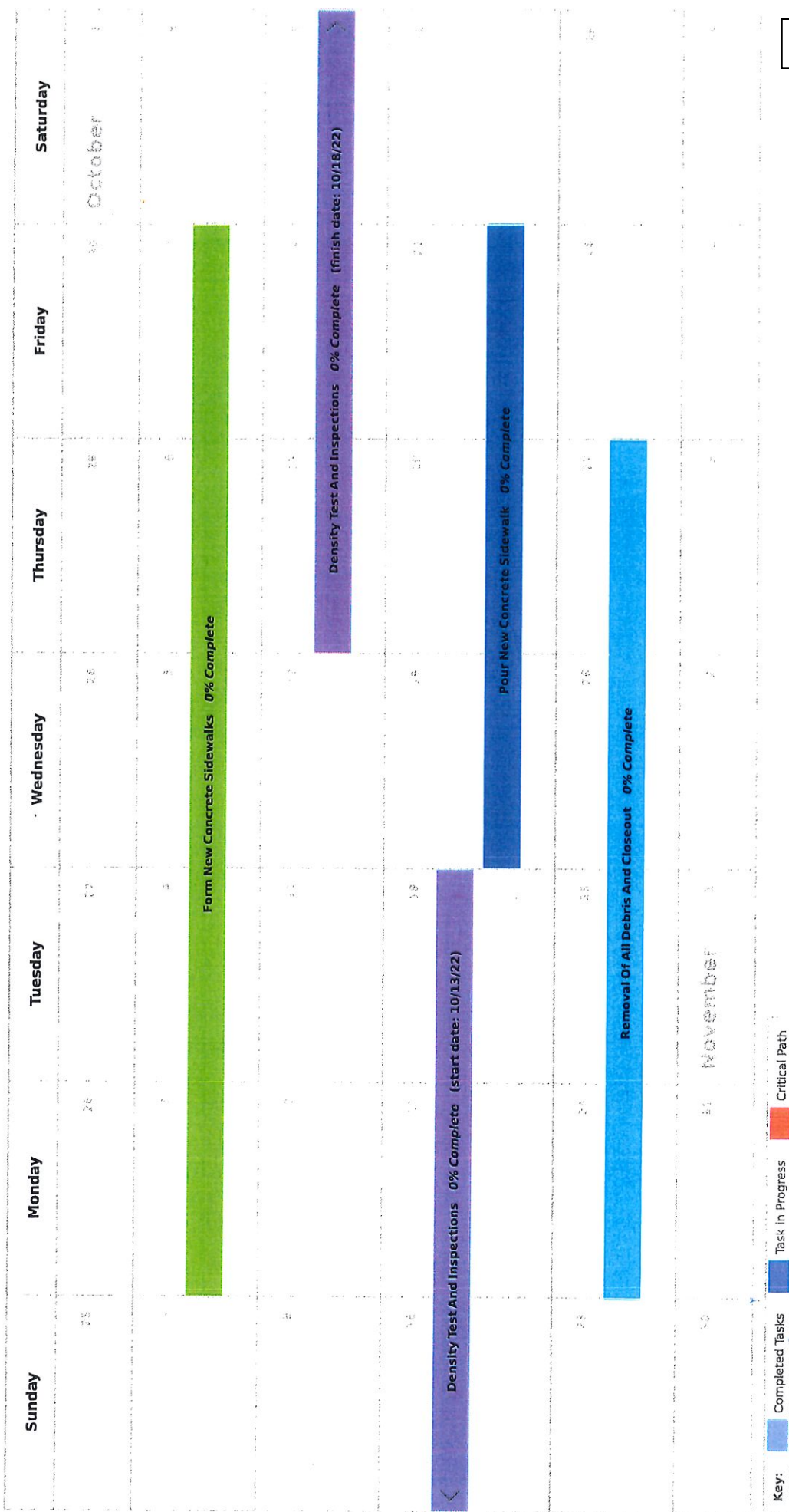
Veronica A. Mobley
Veronica A. Mobley
HH 249513
04-05-2026



2 SBW & Associates, Inc.

Printed on Thu Sep 8, 2022 at 4:06 pm EDT

BID Proposal #: 2022-250 City of Pahokee
RFP2022-01 PHASE I SIDEWALKS
207 Begonia Drive
Pahokee, Florida 33476



Section I, Item F.

**REQUEST FOR PROPOSALS
RFP NO. 2022-01**

**PHASE I of
REPLACEMENT AND INSTALLATION OF
NEW SIDEWALK
in the City of Pahokee**



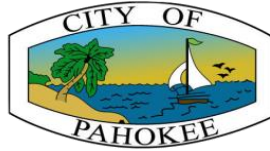
CITY OF PAHOKEE CITY COMMISSION

**KEITH W. BABB, JR., MAYOR
CLARA MURVIN, VICE MAYOR
DERRICK BOLDIN, COMMISSIONER
JUAN GONZALEZ, COMMISSIONER
SARA PEREZ, COMMISSIONER**

**SEALED PROPOSALS OPENED
Tuesday, 13th September 2022
10:00am**

**RODNEY LUCAS
CITY MANAGER**

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



RFP #2022-01
PHASE I of
REPLACEMENT AND INSTALLATION OF
NEW SIDEWALKS
in the City of Pahokee

RFP CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
RFP Advertised	Wednesday, 24th August 2022	Advertised: The Palm Beach Post www. Cityofpahokee.com
Mandatory Pre-Submission Meeting	Tuesday, 6 th September 2022 at 10:00am	See Pre-Submission Meeting Clause
Deadline for Questions	Wednesday, 7 th Sept 2022 at 12noon	See Deadline for Questions Clause
Anticipated Date for Responses to Questions	Wednesday, 7 th Sept 2022 at 2:00pm	Must be emailed and will be responded to all who attended the mandatory pre-bid meeting.
SEALED BIDS DUE (RFP number should be clearly marked on the envelop)	Friday, 9 th September 2022 at 2:00pm	Submit BEFORE the due date and time to the following address: City Clerk's Office (Submissions Will Be Stamped) City of Pahokee 207 Begonia Drive Pahokee, Florida 33476
RFP Reviewed by Committee	Tuesday, 13 th Sept 2022 at 10:00am	
Winning bidder contacted by 5:00 PM	Wednesday, 14th Sept 2022 by 5:00pm	
Anticipated Date of Announcement of Award	Thursday, 15th Sept 2022 at 10:00am	Award letter will be emailed and mailed to the awardee. Award & Contract must be approved by City Commission. Holiday Season will determine approval of Contract

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LEGAL NOTICE

REQUEST FOR PROPOSALS
RFP NO. 2022-01
PHASE I of
REPLACEMENT and INSTALLATION of NEW SIDEWALKS
in the City of Pahokee

The City of Pahokee, Florida, a Florida municipal corporation located in Palm Beach County, Florida, will be receiving sealed proposals for the PHASE I Replacement and Installation of Sidewalks in the City of Pahokee until **2:00pm** local time on **Friday, 9th September 2022**.

Proposals will be **opened and read** aloud by the Bid Review Committee on **Tuesday, 13th September 2022** at **10:00am**, local time and the winning bidder will be notified by **5:00pm** on **Wednesday, 14th September 2022**.

The complete request for proposals (RFP) including specifications and proposal forms may be obtained by bona fide proposers from the City Clerk Office, 207 Begonia Drive, Pahokee, Florida 33476, Monday through Friday, 8:30am to 3:00pm or from the City of Pahokee’s website: www.cityofpahokee.com. For more information contact at 561.924.5534 ext. 2006 or via email: cityclerk@cityofpahokee.com.

A Mandatory Pre-submission meeting is scheduled for **10:00am**, local time, on **Tuesday, 6th September 2022** at the City of Pahokee Commission Chamber located at 360 East Main Street, Pahokee, Florida 33476. Failure to attend the Mandatory Pre-Bid Meeting shall result in the rejection of the sealed bid proposal.

Sealed proposal envelopes should be marked “**RFP 2022-01 for Replacement and Installation of New Sidewalks**” The City of Pahokee shall accept the proposal of the lowest responsible proposer that best meets the needs of the City, taking into consideration, also the capability to perform the contract on a timely basis, financial responsibility of the proposer, previous satisfactory performance and other such abilities of the proposer that the City, in its sole discretion, determines will enable the bidder to perform effectively and efficiently.

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

CITY OF PAHOKEE
City Clerk

PUBLISH: CITY OF PAHOKEE WEBSITE: Wednesday, 24th August 2022

THE PALM BEACH POST News:

Print: Wednesday, 24th August 2022, Wednesday, 31st August 2022
Online: Wednesday, 24th August 2022, Wednesday, 31st August 2022

**INSTRUCTIONS TO PROPOSERS
AND SPECIFICATIONS**

SECTION 1. GENERAL INFORMATION

The proposal documents consist of the Legal Notice; Bid Calendar; the Instructions to Proposers and Specifications; the Proposal Form; Cost Breakdown; Registration form; Respondent Information Page; the Drug Free Workplace Certification; References Form; Campaign Confirmation Statement; Narrative Questionnaire; the Sworn Statement on Public Entity Crimes, the Contract, the Specifications and any Addenda issued prior to the date designated for the receipt of sealed RFP.

The City of Pahokee will receive sealed RFPs at the City of Pahokee’s City Hall, City Clerk’s Office, 207 Begonia Drive, Pahokee, Florida 33476 until **2:00pm** local time on **Friday, 9th September 2022.**

Any proposals received after the time specified will not be accepted and shall be returned unopened to the Proposer. All Bids shall be publicly opened and read aloud by the Bid Review Committee on **Monday, 13th September 2022** at **10:00am**, local time and the winning proposer will be notified by **5:00pm** on **Tuesday, 14th September 2022.**

SECTION 2. PROPOSAL SUBMISSION

Complete sets of the RFP Documents shall be used in preparing the Proposal. The City of Pahokee (“City” or “Owner”) does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. **Each proposer shall submit one (1) original and three (3) copies and one (1) electronic copy of the Proposal.**

A **Mandatory** Pre-Submission meeting is scheduled for **10:00am**, local time, on **Tuesday, 6th September 2022** at the City of Pahokee Commission Chamber located at 360 East Main Street, Pahokee, Florida 33476. Failure to attend the Mandatory Pre-Submission Meeting shall result in the rejection of the sealed proposal.

The Proposal Form is to be completed, signed and placed in a sealed envelope bearing the words **“RFP 2022-01 for Replacement and Installation of Sidewalks”** on the outside and mailed or presented to the City of Pahokee’s City Clerk’s Office on or before the specified time and date. The Proposal Form shall be accompanied by: (1) a Statement of Qualifications; (2) Drug Free Workplace Certification and, (3) Sworn Statement Regarding Public Entity Crimes.

It is the sole responsibility of the Proposer to ensure that the Bid is received by the City Clerk on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. Proposals submitted by telephone, email or facsimile will not be accepted.

The Proposal opening time shall be scrupulously observed. Under no circumstances shall Proposals delivered after the time specified be considered. Such Proposals will be returned unopened to the potential proposer.

RFPs by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The submission of an RFP shall constitute an incontrovertible representation by the Proposer that the Proposal Documents are sufficient in scope and detail to indicate and convey a complete understanding of all terms and conditions for performance of the work and the completion of the Project.

SECTION 3. SPECIFICATIONS

The City of Pahokee, Florida, is actively seeking sealed proposals from licensed contractor(s) for the replacement and installation of new sidewalks in the locations listed within the Scope of Work Specifications included in the RFP.

SECTION 4. CONTACT PERSON

For information concerning this RFP, please contact:

City Clerk's Office
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476
561.924.5534 ext. 2006

All questions must be submitted in writing by email to cityclerk@cityofpahokee.com at least five (5) days prior to the bid opening.

SECTION 5. ACCEPTANCE/REJECTION

The City shall accept the Proposal of the responsible Proposer that best meets the needs of the City taking into consideration, among other things, the financial responsibility of the Proposer, proven skill and experience, capability to perform the contract on a timely basis, previous satisfactory performance, and such other abilities of the Proposer that the City, in its sole discretion, determines will enable the Proposer to perform effectively and efficiently.

The City reserves the right to reject any and all Proposals, in whole or in part, to make awards either as individual items or as a total combined Proposal, whichever it considers in the best interest of the City and to waive any informality in any Proposal.

SECTION 6. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal Response shall be evaluated or considered any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this Request for Proposal (RFP) solicitation are the only conditions applicable to the RFP and the Proposal's authorized signature affixed to the Proposer's proposal form attests to this.

SECTION 7. INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the RFP Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of the RFP will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established RFP opening date. Submission of a Proposal constitutes acknowledgement by the Proposer of the receipt of addenda. All addenda are a part of the RFP Documents and each Proposer will be bound by such addenda, whether or not actually received. It is the responsibility of each Proposer to verify that he or she has received all addenda issued before sealed proposals are opened. City of Pahokee personnel are not authorized to interpret or give information as to RFP requirements in addition to that which is contained in the written RFP Documents and addenda.

SECTION 8. CONTRACTUAL AGREEMENT

The RFP Documents shall be included and incorporated into the Contract. For purposes of interpretation, the order of contract precedence will be the Contract and then the remaining RFP Documents. The RFP Documents shall be construed in a manner so as to give effect to each term and condition whenever possible. In the event of an express conflict, the more restrictive or specific provision shall control.

SECTION 9. FEDERAL AND STATE TAX

The City is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the City shall not be authorized to use the City's Tax Exemption Number in securing materials for performance of the work associated with this Project.

SECTION 10. LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any

public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

SECTION 11. VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of the RFP evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how light. If variations are not stated in the RFP, the City shall construe the Proposer to fully comply with the specifications, terms and conditions as given herein.

SECTION 12. INSURANCE REQUIREMENTS

- (A) Prior to the approval of the Contract, the selected Proposer shall provide to the City certificates evidencing insurance coverage in the minimum amounts as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the selected Proposer has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the City. Failure to comply with the foregoing requirements shall not relieve the selected proposer of its liability and obligations under a resulting contract.
- (B) The selected Proposer shall maintain, during the life of a resulting contract, commercial general liability insurance, in the amount of \$500,000 per occurrence or \$1,000,000 in aggregate to protect the selected Proposer from claims for damages for bodily and personal injury, including wrongful death, as well as from claims for damages for bodily and may arise from any operation under a resulting contract, whether such operations be performed by the selected Proposer or by anyone directly employed by or contracting with the selected Proposer.
- (C) The selected Proposer shall maintain, during the life of a resulting contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the selected Proposer from claims for damages for bodily and personal injury, including death, as well as form claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the selected Proposer or by anyone directly or indirectly employed by the selected Proposer.
- (D) The parties to the resulting contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the other party.
- (E) All insurance, other than Worker's Compensation, to be maintained by the selected Proposer shall specifically include the City of Pahokee as an Additional Insured.

13. PERFORMANCE BOND

A Performance Bond shall be required from the Contractor by the City of Pahokee for this project. Prior to commencing any work, and within 10 calendar days after acknowledgement and receipt of the Contractor's award, the Contractor shall furnish the City of Pahokee with a Performance Bond in the amount of 10 percent (10%) of the total contractor price to ensure full and complete performance of the contract to the City of Pahokee's Project Manager and/or City Manager. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the City of Pahokee, and a description of the property being improved with a general description of the project. Please note: A Notice to Proceed will not be issued by the City of Pahokee's Project Manager and/or City Manager until after the required bonds have been received. Failure to provide a Performance Bond may be grounds to find the Contractor in default, which could include: cancellation of the contract, and/or the Contractor's removal from the City's approved contractor list for future solicitations.

The Bond shall be issued from a reliable Surety Company licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds on behalf of the Surety had the authority to do so on the date of the bond.

The Contractor is required to furnish replacement bonds in the event of cancellation of the original Performance Bond. The cost of the Performance Bond shall be borne by the Contractor. In lieu of a Performance Bond. The City of Pahokee may with prior approval and alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

14. LABOR AND MATERIAL PAYMENT BOND

A labor and material payment bond shall be required from the Contractor by the City of Pahokee for this project. Prior to commencing any work, and within ten (10) calendar days after issuance of a purchase order, the Contractor shall furnish a Payment Bond in the amount of 100 percent (100%) of the total Contract Price to ensure full and complete payment of the Contract. The Payment Bond shall be sent to the City of Pahokee's Project Manager. The Bond shall be issued from a reliable Surety Company acceptable to the City, licensed to do business in the State of Florida and signed by a Florida Licensed Registered Agent. Please note: A Notice to Proceed will not be issued by the City's Project Manager until after the required bonds have been received. Failure to provide a Labor and Material Payment Bond may be grounds to find the Contractor in default, which could include; cancellation of the contract, and/or the Contractor's removal from the City's approved vendor's list for future solicitation.

The Contractor is required to furnish replacement bonds in the event of cancellation of the original Labor and Material Payment Bond. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds on behalf of the Surety had the authority to do so on the date of the bond. The cost of the Labor and Material Payment Bond shall be borne by the Contractor.

15. SUBCONTRACTOR

If a Contractor is authorized to subcontract, the Contractor shall ensure, and provide assurances to the City upon request. That any subcontractor selected for work under this Contract has the

necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the City with the names of any subcontractor considered for work under this agreement, the City reserves the right to reject any subcontractor. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the City of Pahokee upon request. Contractor further agrees that the City of Pahokee shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the City against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work.

City’s Right to Reject Subcontractor’s. The City shall retain the right to reject any of the subcontractor’s whose qualifications or performance, in the City’s judgment are insufficient.

SECTION 13. TRADE, BRAND NAMES

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limited competition. The City reserves the right, however, to order specific brand/manufacturer items on a “NO SUBSTITUTE” basis where those items have been found by usage and experience to be the most durable, suitable, and acceptable for the operational condition of the City.

SECTION 14. AWARD

The City reserves the right to hold all Proposals for a period not to exceed sixty (60) days after the date of Proposal opening as stated in the Request for Proposals.

The City of Pahokee shall accept the proposals of the lowest responsive and responsible proposer that best meets the needs of the City, taking into consideration, among other things, the capability to perform the contract in a timely basis, previous satisfactory performance, financial responsibility of the proposer, and other such abilities of the proposer that the City, at its sole discretion, determines will enable the proposer to perform effectively and efficiently.

SECTION 15. PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the City the goods or perform the services set forth in the Proposal Documents until one or more of the Proposals have been duly accepted by the City.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and promptly demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of the Proposal that Proposer may withdraw their Proposal. Thereafter, that Proposer will be disqualified from further proposal submissions on the Project.

SECTION 16. NON-APPROPRIATIONS

It is the obligation of the City to make an RFP award and execute a Contract under the terms of this Request for Proposal is contingent upon funds being lawfully appropriated for the purpose of the contract. Should funds not be appropriated for this purpose, the City, at its sole discretion, shall have the right to reject all Proposals.

SECTION 17. PROPOSAL FORMS

In filling out Proposal forms, Proposers shall be governed by the following provisions.

- (A) Proposers must be made on the blank provided herewith, and all blank spaces in the Proposal Form must be filled in.
- (B) Lump sum Proposals shall be shown in both figures and writing.
- (C) Proposals must be signed in ink by the Proposer with the signature in full.
- (D) In the event of a multiplication or addition error, the unit prices set forth in the Proposal Form shall control.
- (E) Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the proposal.
- (F) If a Proposer wishes to change prices, the Proposer shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alterations of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

SECTION 18. STATEMENT OF QUALIFICATIONS

This Proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the work specified. The Proposer shall submit the following information with its Proposal:

- (A) Copy of Contractor’s License and experience record showing the Proposer’s experience performing similar work. Include a list of any sub-contractors and their experience as well.
- (B) List of other satisfied customers Proposer has constructed similar projects with: location; dates of contracts; description of work performed; pictures of completed work, if available; names; telephone numbers; email addresses and mailing addresses of owners.
- (C) Provide a schedule of Work for the project demonstrating the proposer’s capability to perform the contract on a timely basis.

Failure to submit the above requested information may be cause for rejection of the Proposal.

SECTION 19. CONE OF SILENCE

This Request for Proposal is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract entered into in violation of the Cone of Silence provisions shall render the transaction voidable.

SECTION 20. NON-COLLUSION

By submitting a Proposal, each Proposer affirmatively represents that neither the Proposer nor any of its officers, partners, owners, agents, representatives or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer to submit a collusive or sham Proposal or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Proposal or to secure through any agreement or collusion any advantage. The prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, or employees.

SECTION 21. SITE ACCESS AND DUTIES

For the performance of the contract, the contractor will be permitted to occupy such portions of the City property as permitted by the owner or its representative or as necessary to complete requested services. He shall leave the site of work in a neat and orderly condition equal to that which originally existed.

SECTION 22. REGULATIONS, PERMITS AND FEES

The selected Proposer will be required to obtain at its own expense all licenses, building tax receipts and costs for inspections required to provide the required services to the City. The selected Proposer must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents. The selected Proposer will also be required to complete paperwork and make application for a building permit to the City. The cost for this permit shall be borne by the Contractor.

SECTION 24. CERTIFICATION

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the vendor shown on the Proposal page.

SECTION 25. PROJECT SCHEDULE/COMPLETION TIME

An estimated project schedule shall be provided in writing by the Proposer and attached to the proposal. The completion time must meet the City's approval. During the time of work, the Proposer will provide weekly progress reports that include updated estimates of project

completion. The work of the project must show continuous progress towards completion and account for any and all changes and delays.

SCOPE OF WORK/SPECIFICATIONS

The City of Pahokee, Florida is actively seeking sealed proposals from licensed contractor(s) for the replacement and installation of sidewalks in the following locations:

Street/Sidewalk Location	Linear Ft
Selected sections of Begonia Drive from Bacom Point Road to 3 rd Street	1300

Florida Department of Transportation (FDOT) 2018 Standard Specifications shall be used related to sidewalk removal and replacement.

[Http://www.fdot.gov/programmanagement/Implemented/SpecBooks/January2018/JANUAR2018BK.shtm](http://www.fdot.gov/programmanagement/Implemented/SpecBooks/January2018/JANUAR2018BK.shtm)

The following Sections are called out:

- Section 110: Clearing and Grubbing – covers the excavation for the sidewalk areas, including removal of stumps, roots, etc.
- Section 522: Concrete Sidewalks and Driveways – anything related to sidewalks are covered.
- Section 921 – 925: Materials for Portland cement concrete.

TECHNICAL SPECIFICATIONS

General Scope of Work

- Contractor shall furnish all materials, labor, supervision, and transportation, permits, licenses, equipment and any incidentals necessary to perform these services as stated herein.
- The work includes removal of grass, stumps and other materials to prepare the ground for sidewalks installation. All form work and site preparation shall be conducted with minimum impact and/or damage to the adjacent properties.
- If applicable, remove and dispose of existing trees as indicated by the City. All trees to remain shall be preserved.
- New four and/or six inches thick sidewalks shall be constructed in accordance with Section 522 of the FDOT – SSR&BC, latest edition and other requirements as required.
- Any disturbed swale areas, private property (including driveways and aprons) or other public property shall be re-sodded and graded properly at the Contractor’s expense.

- Ideally all sidewalk and tree removals will be completed first. Followed by preparation for installation at all locations. Followed by concrete pours at all locations. Followed by restoration at all locations.

Material Removal/Additional Soil

- Excess material, including demolished material, roots from trees, excess earth and excess building materials are property of the Contractor and shall be removed from the site daily and legally disposed of.
- All material excavated or brought to the project for use/reuse shall be piled within the Public Right-of-Way in a location previously approved by the City.
- The Contractor shall leave all locations in an acceptable manner once concrete has been poured. Contractor shall coordinate work to ensure that all sites are clean.
- The Contractor shall replace any sod, concrete and/asphalt removed, damaged or displaced during demolition or performance of the work at the Contractor's expense.

Quality Assurance

- Concrete shall not be poured, placed or installed until such time of an inspection of forms has taken place by the City's authorized personnel. Inspection shall be made to verify appropriate compaction of sub base and to check forms for line and grade.
- The City will inspect the installation. If any concrete is found to be installed improperly, the Contractor will be required to remove and replace promptly. Upon notifications from the Contractor, the City will perform a re-inspection. Should additional concrete be found to be unsatisfactorily installed, and additional inspections are required, those re-inspections will be at the Contractor's expense, at the discretion of the City.

Concrete

- Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement. Conforms to ACI 301.
- Joints: Must be prescribed to help prevent cracking per FDOT design standards.
- Concrete Mix Design: Mix concrete shall be provided from an FDOT approved supplier. Mix Design certification will be required before the onset to any work.

Execution

- Inspections of all surfaces must be completed to ensure conditions will not adversely affect the quality of the installation. Do NOT proceed with the installation until adverse condition have been corrected.
- Compact sub base surface immediately before putting concrete in place.

- Clearing and grubbing, removal and disposal of existing grass, dirt, roots, etc.
- Replace organic material with clean fill and installed up to 6" lifts and compact to minimum of 95% compaction. Contractor must submit type of clean fill for City's approval prior to construction.
- The City maintains the right to request compaction testing at all locations as the City deems necessary. Should compaction tests be found to be inadequate, unsatisfactory, and the City determines there is a need to do additional testing, the compaction tests will be at the Contractor's cost, as determined by the City.
- Concrete Finishing:
 - *Smooth surface by screeding and floating. Producing a uniformed texture.
 - *Work edges of slab to a 1/2' radius. Eliminate tool marks on concrete surface.
 - *Broom finish after excess moisture has disappeared.
 - *Unacceptable results are: Concrete finishes with graffiti or indentations. If this occurs Contractor will incur the cost to replace.

Installation

- Comply with requirements Section 522 of the FDOT - SSR&BC, latest edition and other requirements as required.
- All sidewalks shall be a minimum of four (4") inches thick except across driveways, driveway approaches, and first five (5") feet of ramps closest to paved roadways where they shall be a minimum of six (6") thick.
- Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of re-enforcing, dowel, and joint devices.
- Deposit and spread concrete in a continuous operation between transverse joints, as far as possible.
- Avoid premature cracking by installing expansions joint where and when required by the City per FDOT specifications.
- Install Bio-barrier at existing trees that remain. Length of bio-barrier shall be ten (10') long centered on the tree by twelve (12') deep at one inch - two inches (1" - 2") below the top of the sidewalk.
- All sidewalks that the City has determined to be replaced due to deterioration, cracking, uplifting, improper sloping, misalignments, grade, etc. will be removed and replace as required by specifications.

- Removal of existing sidewalk shall be performed by saw cutting the section of unacceptable sidewalk (as determined by the City) at the nearest acceptable five (5') flag. New sidewalk shall be poured in its place as established by specifications.
- All areas where existing sidewalk is to be replaced must be prepared and graded to match adjacent sidewalk flags.

- All replacement sidewalk sections shall be installed to match the existing sidewalk elevation.

- Contractor shall restore all sites to the pre-existing condition or better, adding sod at Contractor's expense if existing is damaged. If existing site, prior to sidewalk replacement/installation, does not have sod, clean fill (soil) must be added to avoid gaps next to sidewalk.

Irrigation

- Contractor is responsible for identifying any irrigation piping that residents may have either in the swale or along the existing sidewalk. Any irrigation piping, sprinklers or wiring must be replaced and relocated when lines are encroaching into the ROW where new sidewalks are to be installed, to the resident's satisfaction.

- Contractor shall identify and document all locations and notify the City's authorized personnel of any existing irrigation systems. Documents will be used by the City's authorize personnel for inspection to verify satisfactory repairs or replacements.
- Any piping that is removed shall be replaced with same diameter PVC. Schedule 40 PVC fittings shall be used.

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EXHIBIT "A"
RFP No. 2022-01

BID PROPOSAL FORM

Proposal of _____ to furnish all materials, equipment and labor and to perform all work in accordance with the Proposal Documents for: **Replacement and Installation of New Sidewalks in the City of Pahokee:**

TOTAL AMOUNT OF THE PROPOSAL:

\$ _____

Written Out: _____ **Dollars**
and _____ **Cents**

Proposals shall include all sales taxes and other applicable fees. The undersigned Proposer has carefully examined the Documents and the site of the proposed work. The undersigned is familiar with the nature and extent of the work and any conditions that may in any manner affect the work to be done. The undersigned agrees to do all the work and furnish all materials call for by the Documents, in the manner prescribed therein and to the standards of quality and performance established by the City of Pahokee, for the total price designed in the spaces provided above.

Signature:

Print Name:

Title:

Date:

Address:

Phone Number:

Email Address:

**** ATTACHED PROPOSED PROJECT SCHEDULE TO PROPOSAL FORM**

**** ATTACHED COST BREAKDOW FOR EACH LOCATION WITH AND WITHOUT TREE REMOVAL**



EXHIBIT "B"
RFP No. 2022-01
COST BREAKDOWN

Street/Sidewalk Location	Linear Ft
Selected sections of Begonia Drive from Bacom Point Road to 3 rd Street	1300

TOTAL _____ \$ _____ \$

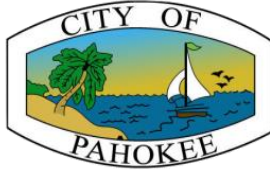


EXHIBIT "C"
RFP No. 2022-01
REGISTRATION FORM

Proposers should complete and return this form to the City Clerk's Office prior to 12:00pm EST, Tuesday, 6th September 2022 in order to receive any addenda(s) issued for this Request for Proposals.

It is the responsibility of the Proposer to ensure its receipt of all addenda items.

Name of Company: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Preferred Method of Receipt Acknowledgement: Email or Fax

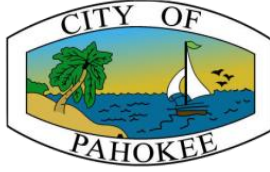


EXHIBIT "D"
RFP No. 2022-01

RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized Signer(s): _____
Printed Name Signature(s)

Title: _____

Authorized Signer(s): _____
Printed Name Signature(s)

Title: _____

Company's Physical Address: _____

Company's City: _____ State: _____ Zip: _____

Company's Telephone: _____ Company's Fax: _____

Email Address: _____

Website (if applicable): _____

Federal Identification Number: _____

This is a requirement for every Bidder/Respondent.



EXHIBIT "E"
RFP No. 2022-01

CONFIRMATION OF A DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Responses are equal with respect to price, quality, and service which are received by any political subdivisions for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any, employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,

I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Printed Name:

Title:

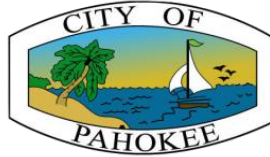


EXHIBIT "F"
RFP No. 2022-01
REFERENCES

List below or on an attached sheet similar past projects. Please provide the name, address and telephone numbers of organization, governmental or private, for whom you now are, or have within the past five (5) years provided similar services. (THIS FORM MAY BE COPIED).

REFERENCE #1

Name of Client: _____

Address: _____

Phone Number: _____ Fax: _____

Contact Person: _____ Title: _____

Description of Services: _____

Completed on Time: Yes ___ No ___ (if no) Explanation: _____

Completed within Budget Dollars: Yes ___ No ___ (if no) Explanation: _____

REFERENCE #2

Name of Client: _____

Address: _____

Phone Number: _____ Fax: _____

Contact Person: _____ Title: _____

Description of Services: _____

(References – Page 1 of 2)

Completed on Time: Yes ___ No ___ (if no) Explanation: _____

Completed within Budget Dollars: Yes ___ No ___ (if no) Explanation: _____

REFERENCE #3

Name of Client: _____

Address: _____

Phone Number: _____ Fax: _____

Contact Person: _____ Title: _____

Description of Services: _____

Completed on Time: Yes ___ No ___ (if no) Explanation: _____

Completed within Budget Dollars: Yes ___ No ___ (if no) Explanation: _____



EXHIBIT "G"

RFP No. 2022-01

CAMPAIGN CONTRIBUTION STATEMENT

Completed By Vendor: Check which statement applies, fill in the requested information, if applicable and sign below.

Neither the undersigned business nor any of its owners or officers contributed more than \$100,000 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below in the designated area].

The undersigned business or one or more of its owners or officers contributed more than \$100,000 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked that statement, please complete the information requested below and sign in the designated area].

1. _____ contributed a total of \$ _____
to the campaign of City Commission member _____.

2. _____ contributed a total of \$ _____
to the campaign of City Commission member _____.

3. _____ contributed a total of \$ _____
to the campaign of City Commission member _____.

4. _____ contributed a total of \$ _____
to the campaign of City Commission member _____.

5. _____ contributed a total of \$ _____
to the campaign of City Commission member _____.

I certify the above statements are true and correct to the best of my knowledge and I understand that false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Pahokee.

Signature: _____

Printed Name: _____

Title: _____

Name of Business/Company: _____

Completed By Commissioner/Mayor: Check which statement applies, fill in the requested information, if applicable, and sign below in the designated area.

[] Neither the above referenced business nor any of its owners or officers contributed more than \$100,000 to my campaign. [If you checked this statement, you are done and may sign below in the designated area].

[] The above referenced business or one or more of its owners or officers contributed more than \$100,000 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked that statement, please complete the information requested below and sign in the designated area].

_____ contributed a total of \$ _____ to my campaign.

_____ contributed a total of \$ _____ to my campaign.

_____ contributed a total of \$ _____ to my campaign.

_____ contributed a total of \$ _____ to my campaign.

I certify the above statements are true and correct to the best of my knowledge and I understand that false or inaccurate statement may result in the rejection of this bid/proposal/submittal or thee immediate termination of any resulting agreement with the City of Pahokee.

Signature: _____

Printed Name: _____

Title: _____

Name of Business/Company: _____

FOR CITY CLERK'S USE ONLY.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 2022.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____ verbally disclosed the campaign contribution(s) set forth above.

(Campaign Contribution Statement – Page 2 of 2)



EXHIBIT "H"
RFP No. 2022-01

NARRATIVE QUESTIONNAIRE

All responses should conform to the following structure, order and must incorporate information where appropriate.

The following forms and narratives must be completed and submitted. **Failure to respond** to any questions may result in disqualification of the Responses as non-responsive and not be considered by the Selection Committee.

1. Has your contractor’s license been revoked at any time in the last five (5) years?
Yes _____ No _____
2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in default within the last five (5) years.
Yes _____ No _____
3. At any time during the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project or bidding of performance of a government contract?
Yes _____ No _____
4. List all Florida construction license numbers, classifications and expiration dated of the Florida contractor license held by your firm:

5. If any of the firm’s license(s) are held in the name of a corporation or partnership, list the names of the qualifying individual(s) listed on the Department of Business and Professional Regulations (DPBR) Construction Industry Licensing Board (CILB) records who meet the experience and examination requirements for each license
6. Has your firm changed names or license number in the past five (5) years?
Yes _____ No _____
If “yes” explain on a separate signed page, including the reason.
7. Has any owner, partner or officer of your firm operated a construction firm under any other name in the last five (5) years?
Yes _____ No _____
If “yes” explain on a separate signed page, including the reason.

8. Has any CILB held by your firm and/or employee been suspended within the last five (5) years?
Yes _____ No _____
If “yes” explain on a separate signed page, including the reason.
9. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
Yes _____ No _____
If “yes”, explain on a separate signed page, identifying all such projects by owner, owner’s address and date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.
10. In the last five (5) years has your firm or any firm with which any of your company’s owners, officer’s or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on or completing, any government agency or public works projects for any reason? **Note: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position?**
Yes _____ No _____
If “yes”, explain on a separate signed page. State whether the firm involved was the firm applying for qualification in this ITB or ANOTHER FIRM. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project and the basis for the action.
11. In the past five (5) years has any claim against your firm concerning your firm’s work on a construction project been filed in court or arbitration?
Yes _____ No _____
If “yes”, on a separate signed page, identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or if resolved, a brief description of the resolution).
12. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
Yes _____ No _____
If “yes” explain on a separate signed page. Name of insurance carrier, the form of insurance and the year of refusal.
13. Does your firm have the ability to conduct business with three (3) City projects and three (3) projects outside the City contract on a concurrent basis?
Yes _____ No _____

(Narrative Questionnaire - page 2 of 2)

**CITY OF PAHOKEE
CONTRACT AGREEMENT
Contract for Replacement & Installation of New Sidewalks**

PROJECT: CITY OF PAHOKEE REPLACEMENT & INSTALLATION OF NEW SIDEWALKS
OWNER: CITY OF PAHOKEE
CONTRACTOR: _____

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the CITY OF PAHOKEE (OWNER) and _____ (CONTRACTOR) to perform the Work identified in Article _____ in accordance with the Project’s Contract Documents.

Article 1

CONTRACT PAYMENT. The OWNER agrees to pay CONTRACTOR for satisfactory performance of CONTRACTOR's Work the sum of _____ Dollars (\$_____).

PAYMENT SCHEUDLE

Submit for approval by the OWNER, a printed updated Schedule of Values on the AIA form G703-Application and Certificate for Payment Continuation Sheet. Partial payments may be made after satisfactory completion of each item on the approved Schedule of Values or as a percentage determined by the Project Manager and approved by the OWNER’s City Manager and City Commission.

PROMPT PAYMENT CLAUSE

Progress payments shall be made to CONTRACTOR for Work satisfactorily performed no later than thirty(30) days after receipt of payment request and Release of Lien from CONTRACTOR. The down payment shall be credited against progress payments pro rata. Final payment of the balance due shall be made to CONTRACTOR not later than thirty(30) days after receipt by OWNER of final payment request and final Release of Lien for CONTRACTOR’s Work and OWNER’s acceptance of the Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, and guarantees required by the Contract Documents of Contractor.

Invoices returned to a CONTRACTOR due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the OWNER. A vendor Ombudsman, whose duties include acting as an advocate for contractors who may be experiencing problems in obtaining timely payments from the OWNER, may contact the State of Florida Comptroller’s Hotline: 1.800.848.3792.

Article 2

SCOPE OF WORK.

- (a) CONTRACTOR shall furnish necessary labor, materials, services, tools, equipment and other things necessary to fully perform and complete the Work in cooperation with the other trades in a good and workmanlike manner to the satisfaction and acceptance of OWNER and perform all the Work as set forth herein (hereinafter referred to as the "Work").
- (b) No claim shall be made due to minor variations in the actual conditions of the premises from what is shown on the plans. CONTRACTOR shall examine the premises, note and ascertain the existing conditions at the site and the nature and location of the Work. All Work affected or governed thereby or required for the thorough and satisfactory execution and completion of his Work, whether indicated or specified or not, and regardless of quantity estimated, shall constitute part of this Contract and shall be performed without extra charge.
- (c) CONTRACTOR agrees to commence CONTRACTOR's Work herein described upon notification by OWNER, and to perform and complete such Work in accordance with Contract Documents and under the general direction of OWNER in accordance with CONTRACTOR'S schedule. This shall include all work necessary or incidental to complete the: See Exhibit "A" - Specification of Work

Article 3

SCHEDULE OF WORK.

- (a) CONTRACTOR hereby acknowledges that time is of the essence with respect to the OWNER's completing the Project and that such completion is substantially dependent upon CONTRACTOR's performance of this Contract on or before the dates set forth in the Progress Schedule. Time, therefore, is of the essence in this Contract.
- (b) CONTRACTOR shall turn the Work over to OWNER in good condition and free and clear of all claims or liens arising from the performance of the Contract, and shall, at his expense, defend all suits and pay all claims arising from his performance of this Contract.
- (c) CONTRACTOR covenants and agrees that he shall not employ any labor which will interfere with labor harmony at the job site or with the introduction and storage of materials and execution of Work by other contractors. If CONTRACTOR breaches this covenant and such breach shall cause a stoppage of Work at the job site, CONTRACTOR shall be liable for all damages suffered by OWNER caused by such delay in completing the job.
- (d) CONTRACTOR shall, prior to submission of his first requisition for payment, supply to OWNER the name, address and telephone number of every supplier or subcontractor furnishing materials and/or labor to CONTRACTOR for the Work covered herein and a cost breakdown of this Contract.

- (e) CONTRACTOR shall comply with all laws, ordinances and regulations relating to the manner of doing the work or to the supplying of the material at the job site, and shall provide safe working conditions for his employees, other employees and the public.
- (f) If any part of CONTRACTOR's work depends for proper execution or results upon the work of any other contractor, CONTRACTOR shall inspect and promptly report to OWNER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of CONTRACTOR'S work.
- (g) Time is of the essence. CONTRACTOR shall provide OWNER with any requested scheduling information of CONTRACTOR's Work. The Schedule of Work, including that of this Contract shall be prepared by OWNER and may be revised as the Work progresses. CONTRACTOR recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. CONTRACTOR shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

Article 4

CHANGES.

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

Article 5

FAILURE OF PERFORMANCE.

- (a) Should CONTRACTOR at any time fail to prosecute and complete the Work in accordance with the Progress Schedule or as herein provided or fail to diligently and continuously perform his Work, or if in the opinion of OWNER the Work of CONTRACTOR cannot be completed in the time period set forth, or if OWNER is notified of CONTRACTOR'S failure to pay for any material or labor used on the Project, or in the event of a strike or stoppage or Work resulting from a dispute involving or affecting the labor employed by CONTRACTOR, or if CONTRACTOR fails to perform any of the requirements herein, then such event shall be deemed a default and OWNER shall notify CONTRACTOR to correct such default and shall specify in such notice the action to be taken and a reasonable date by which the default shall be corrected.
- (b) If a default occurs and is not corrected on or before the date specified in the notice to CONTRACTOR, OWNER shall be entitled to exercise either or both of the following remedies as well as any other remedies available, including but not limited to binding and consolidated arbitration and litigation in a court of law.
 - (1) OWNER may immediately take any action necessary to correct such default, including specifically the right to provide labor, overtime labor and materials and may deduct the cost of correcting such default from payment due, or that may become due to CONTRACTOR.
 - (2) OWNER may terminate this Contract and the employment of CONTRACTOR, take possession of CONTRACTOR'S materials, tools and equipment used in performing such Work, and employ another contractor or use the employees of OWNER to finish the remaining Work to be performed hereunder. OWNER may deduct the costs of completing the remaining work from the unpaid contract price, and if the cost of completing the remaining Work exceeds the unpaid Contract amount, CONTRACTOR shall pay to OWNER such excess costs, including but not limited to overhead and attorney's fees.
- (c) OWNER, in any such event may also refrain from making any further payments under this Contract to CONTRACTOR until the entire project shall be fully finished and accepted by OWNER, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by OWNER to CONTRACTOR, but if such expenses and damages shall exceed such unpaid balance, CONTRACTOR shall promptly pay the difference to OWNER. If OWNER does not terminate the right of CONTRACTOR to proceed, CONTRACTOR shall continue with the balance of the Work. If OWNER is damaged by reason of any breach by CONTRACTOR of this Contract, the CONTRACTOR shall, subject to any defenses and offsets to which CONTRACTOR may be entitled under this Contract, pay OWNER such damages.

Article 6

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

Prior to commencing work, CONTRACTOR shall procure and maintain in force at CONTRACTORS expense until the completion and final acceptance of the Work, the following insurance from companies satisfactory to OWNER in the indicated amounts. Workers' Compensation Insurance and Employees Liability Insurance, Comprehensive General Liability Insurance (\$1,000,000.00 combined single limit) including premises-operation, independent contractors, products completed, operations hazard with contractual coverage and Comprehensive Automobile Liability Insurance (\$1,000,000.00 combined single limit and \$1,000,000.00 umbrella policy) and shall furnish to OWNER duplicate of original copies of insurance certificates evidencing compliance with the foregoing insurance requirements, naming OWNER as additional insured. All policies shall provide for ten (10) day cancellation or change notice to OWNER in the event of any change in or cancellation of said policies. The indemnification obligations under Section 5a shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under Workers' Compensation Acts, Disability Benefit Acts or Other Employee Benefits Acts.

Article 7

INDEMNIFICATION.

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

Article 8

WARRANTY.

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

Article 9

SPECIAL PROVISIONS.

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

CONTRACTOR

CITY OF PAHOKEE
"OWNER"

X _____
BY:
CONTRACTORS Federal
Tax ID Number: _____

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

ATTESTED:

By: _____
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Burnadette Norris- Weeks, City Attorney

EXHIBIT "A"

Specification of Work

Street/Sidewalk Location	Linear Ft
Selected sections of Begonia Drive from Bacom Point Road to 3 rd Street	1300

Florida Department of Transportation (FDOT) 2018 Standard Specifications shall be used related to sidewalk removal and replacement.

[Http://www.fdot.gov/programmanagement/Implemented/SpecBooks/January2018/JANUAR2018BK.shtm](http://www.fdot.gov/programmanagement/Implemented/SpecBooks/January2018/JANUAR2018BK.shtm)