

CITY OF PAHOKEE



AGENDA

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, 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. Certificate of Appreciation - Mike Pickney
2. Certificate of Appreciation - Lynne Ladner
3. Certificate of Appreciation - Jacqueline Ramsay
4. Healthier Glades - Antoinita (Annie) Ifill, Project Director
5. City of Pahokee Health Benefits - Gehring Group

- F. CONSENT AGENDA**
- G. OLD BUSINESS:**

discussion of existing activities or previously held events, if any

- H. PUBLIC HEARING(S)**

A. 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.

B. 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.

- I. 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.

- J. NEW BUSINESS:**

conversation about an activity or event upcoming, if any

- [1.](#) American Rescue Plan Act (ARPA)
- [2.](#) Palm Beach County Sheriff's Office 17th Addendum
3. Palm Beach County Sheriff's Office Surveillance Equipment on City Property
- [4.](#) Everglades Prep Academy Contract

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

M. REPORT OF THE CITY ATTORNEY

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).



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Tijauna Warner, City Clerk
SUBJECT: Finance & City Clerk Department
DATE: 10th September 2022

GENERAL SUMMARY/BACKGROUND:

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

Any changes proposed by the City Commission at this, the First Budget Hearing, will be incorporated into this budget.

Fla. Stat. 200.065(2)(c) requires that: "Within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate. Prior to the conclusion of the hearing, the governing body of the taxing authority shall amend the tentative budget as it sees fit, adopt the amended tentative budget, re-compute its proposed millage rate, and publicly announce the percent, if any, by which the recomputed proposed millage rate exceeds the rolled-back rate computed pursuant to subsection (1). That percent shall be characterized as the percentage increase in property taxes tentatively adopted by the governing body."

BUDGET IMPACT: YES

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Finance & City Clerk Department recommends approval of Resolution 2022-33 setting the operating millage rate at 6.5419 mills for the Fiscal Year 2022-2023.

ATTACHMENTS:

Resolution 2022 – 33



Reset Form

Section H, Item A.

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

| | |
|-------------------------------|----------------------------|
| Year : 2022 | County : PALM BEACH |
| Principal Authority : Pahokee | Taxing Authority : Pahokee |

SECTION I : COMPLETED BY PROPERTY APPRAISER

| | | | | |
|--------------|--|---|--|-----------------|
| 1. | Current year taxable value of real property for operating purposes | \$ | 85,674,712 | (1) |
| 2. | Current year taxable value of personal property for operating purposes | \$ | 14,765,666 | (2) |
| 3. | Current year taxable value of centrally assessed property for operating purposes | \$ | 5,199,174 | (3) |
| 4. | Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i> | \$ | 105,639,552 | (4) |
| 5. | Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.) | \$ | 484,739 | (5) |
| 6. | Current year adjusted taxable value <i>(Line 4 minus Line 5)</i> | \$ | 105,154,813 | (6) |
| 7. | Prior year FINAL gross taxable value from prior year applicable Form DR-403 series | \$ | 99,043,368 | (7) |
| 8. | Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0 | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | Number 0 (8) |
| 9. | Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0 | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | Number 0 (9) |
| SIGN HERE | Property Appraiser Certification | I certify the taxable values above are correct to the best of my knowledge. | | |
| | Signature of Property Appraiser: Electronically Certified by Property Appraiser | Date : | 6/28/2022 8:31 AM | |

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-

| | | | | |
|-----|--|--------|-------------|------|
| 10. | Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i> | 6.5419 | per \$1,000 | (10) |
| 11. | Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i> | \$ | 647,932 | (11) |
| 12. | Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i> | \$ | 0 | (12) |
| 13. | Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i> | \$ | 647,932 | (13) |
| 14. | Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i> | \$ | 0 | (14) |
| 15. | Adjusted current year taxable value <i>(Line 6 minus Line 14)</i> | \$ | 105,154,813 | (15) |
| 16. | Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i> | 6.1617 | per \$1000 | (16) |
| 17. | Current year proposed operating millage rate | 6.5419 | per \$1000 | (17) |
| 18. | Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i> | \$ | 691,083 | (18) |

| | | | | |
|-----|--|---|--|------|
| 19. | TYPE of principal authority (check one) | <input type="checkbox"/> County | <input type="checkbox"/> Independent Special District | (19) |
| | | <input checked="" type="checkbox"/> Municipality | <input type="checkbox"/> Water Management District | |
| 20. | Applicable taxing authority (check one) | <input checked="" type="checkbox"/> Principal Authority | <input type="checkbox"/> Dependent Special District | (20) |
| | | <input type="checkbox"/> MSTU | <input type="checkbox"/> Water Management District Basin | |
| 21. | Is millage levied in more than one county? (check one) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (21) |

| | | |
|--|---|------------------------------------|
| DEPENDENT SPECIAL DISTRICTS AND MSTUs |  | STOP HERE - SIGN AND SUBMIT |
|--|---|------------------------------------|

| | | | | |
|-----|--|----|--------------------|------|
| 22. | Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i> | \$ | 647,932 | (22) |
| 23. | Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i> | | 6.1617 per \$1,000 | (23) |
| 24. | Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i> | \$ | 650,919 | (24) |
| 25. | Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i> | \$ | 691,083 | (25) |
| 26. | Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i> | | 6.5419 per \$1,000 | (26) |
| 27. | Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i> | | 6.17 % | (27) |

| | | | |
|------------------------------------|---------------------|-----------------------|--|
| First public budget hearing | Date : 9/12/2022 | Time : 6:00 PM EST | Place : City of Pahokee Commission Chambers- 360 E Main St., Pahokee, FL 33476 |
|------------------------------------|---------------------|-----------------------|--|

| | | | | | |
|---|---|--|---|------------------------------|----------------------------|
| S I G N H E R E | Taxing Authority Certification | | I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S. | | |
| | Signature of Chief Administrative Officer : Electronically Certified by Taxing Authority | | | Date : 7/22/2022 11:28 AM | |
| | Title : Rodney Lucas, Interim City Manager | | Contact Name and Contact Title : Lynne Ladner, Interim Finance/HR Director | | |
| | Mailing Address : 207 Begonia Drive | | Physical Address : 207 Begonia Drive | | |
| | City, State, Zip : PAHOKEE, FLORIDA 33476 | | Phone Number : 5619245534, Ext. 2011 | | Fax Number : 5619248140 |

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.

WHEREAS, the City Manager of the City of Pahokee (“City”) has recommended an annual budget for the City for Fiscal Year 2022-2023 commencing October 1, 2022, and ending September 30, 2023, which budget relies upon a millage rate of 6.5419 mills; and

WHEREAS, the City of Pahokee (“City”) scheduled public hearings on the proposed budget and millage rate, as required by Section 200.065, Florida Statutes, to be held on September 12, 2022, and September 27, 2022; and

WHEREAS, the City Commission of the City of Pahokee (“City Commission”) held a public hearing on September 12, 2022 and allowed for public comments on the budget; and

WHEREAS, the public and all interested parties had the opportunity to address their comments to the City Commission and the City Commission has considered the comments of the public regarding the proposed millage rate; and

WHEREAS, having considered the comments of the public regarding the millage rate, the City Commission of the City of Pahokee desires to tentatively adopt a millage rate for Fiscal Year 2022-2023.

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” paragraphs are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Tentative Millage Rate. The City Commission of the City of Pahokee hereby tentatively adopts a 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. This millage rate represents a 6.17% increase over the rollback rate of 6.1617 mills.

Section 3. Public Hearing. The second and final public hearing on the budget is scheduled for September 27, 2022, at 6:00 p.m., in the Commission Chambers at City Hall, 360 East Main Street, Pahokee, Florida 33476.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

DONE AND RESOLVED at the Special Meeting of the City Commission of the City of Pahokee, Florida, on this 12th 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) |



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Tijauna Warner, City Clerk

SUBJECT: Finance & City Clerk Department

DATE: 10th September 2022

GENERAL SUMMARY/BACKGROUND:

In accordance with Florida Statute the City must approve a Resolution to adopt a "tentative budget" for the next fiscal year. This is required for Statutory Truth in Millage (TRIM) compliance. Any changes proposed by the City Commission at the First Budget Hearing will be incorporated into this budget.

Fla. Stat. 200.065(2)(c) requires that: "Within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate. Prior to the conclusion of the hearing, the governing body of the taxing authority shall amend the tentative budget as it sees fit, adopt the amended tentative budget, re-compute its proposed millage rate, and publicly announce the percent, if any, by which the recomputed proposed millage rate exceeds the rolled-back rate computed pursuant to subsection (1). That percent shall be characterized as the percentage increase in property taxes tentatively adopted by the governing body."

BUDGET IMPACT: YES

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Finance & City Clerk Department recommends approval of Resolution 2022-34 adopting the Tentative Budget for Fiscal Year 2022-2023.

ATTACHMENTS:

Resolution 2022 – 34

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.

WHEREAS, the City Manager of the City of Pahokee (“City”) has recommended an annual budget for the City for Fiscal Year 2022-2023 commencing October 1, 2022, and ending September 30, 2023, which budget relies upon a millage rate of 6.5419 mills; and

WHEREAS, the City scheduled a Final Budget Hearing on the proposed budget and millage rate, as required by Section 200.065, Florida Statutes, to be held on September 27, 2022; and

WHEREAS, the adoption and implementation of a tentative 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.

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. Tentative Fund Budgets. The City Commission of the City of Pahokee, Florida finds and determines that the sums set forth in the following tentative fund budgets for the fiscal year beginning October 1, 2022 and ending on September 30, 2023 are necessary to preserve the Public Health, Public Peace and Public Welfare of the City of Pahokee, and are necessary for it to properly function as a City.

(a) A Tentative Budget for the General Fund of the City of Pahokee for the above-described fiscal year, in the total sum of **Five Million, One Hundred Five Thousand, Nine Hundred Twenty-One Dollars (\$5,105,921.00)** is hereby adopted (Exhibit “A”).

(b) There is hereby appropriated from the **Henderson Endowment the total sum of Two Fifty Dollars (\$250.00)** of the City of Pahokee for the above-described fiscal year the **total** sum of is hereby adopted.

(c) A Tentative Budget for the **Special Revenue Fund of the City** of Pahokee for the above-described fiscal year the **total sum of Four Hundred Fifty Thousand dollars (\$450,000)** is hereby adopted.

(d) A Tentative Budget for the **American Rescue Plan Act (ARPA) Fund** of the City of Pahokee for the above-described fiscal year the **total sum of One Million Five Hundred Seventy-Four Thousand Dollars (\$1,574,000.00)** is hereby adopted.

(e) A Tentative Budget for the Debt Service Fund of the City of Pahokee for the above-described fiscal year in the total sum of **One Hundred Thirty-Five Thousand, Two Hundred Thirty-Four Dollars (\$135,234.00)** is hereby adopted.

(f) A Tentative Budget for the Capital Project Fund of the City of Pahokee for the above-described fiscal year in the total sum of **One Million, Eight Hundred Ninety-Three Thousand, Nine Hundred Forty Three Dollars (\$1,893,943.00)** is hereby adopted.

(g) A Tentative Budget for the Marina Campground Fund of the City of Pahokee for the above-described fiscal year in the total sum of **Three Hundred Forty-Eight Thousand, Eight Hundred Forty-Five Dollars (\$348,845.00)** is hereby adopted.

(h) A Tentative Budget for the Cemetery Fund of the City of Pahokee for the above-described fiscal year in the total sum of **Two Hundred Eight Thousand, Six Hundred Eighty-One Dollars (\$208,681.00)** is hereby adopted.

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

DONE AND RESOLVED at the Special Meeting of the City Commission of the City of Pahokee, Florida, on this 12th 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"

Tentative Budget FY 2022-2023

(attached)

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

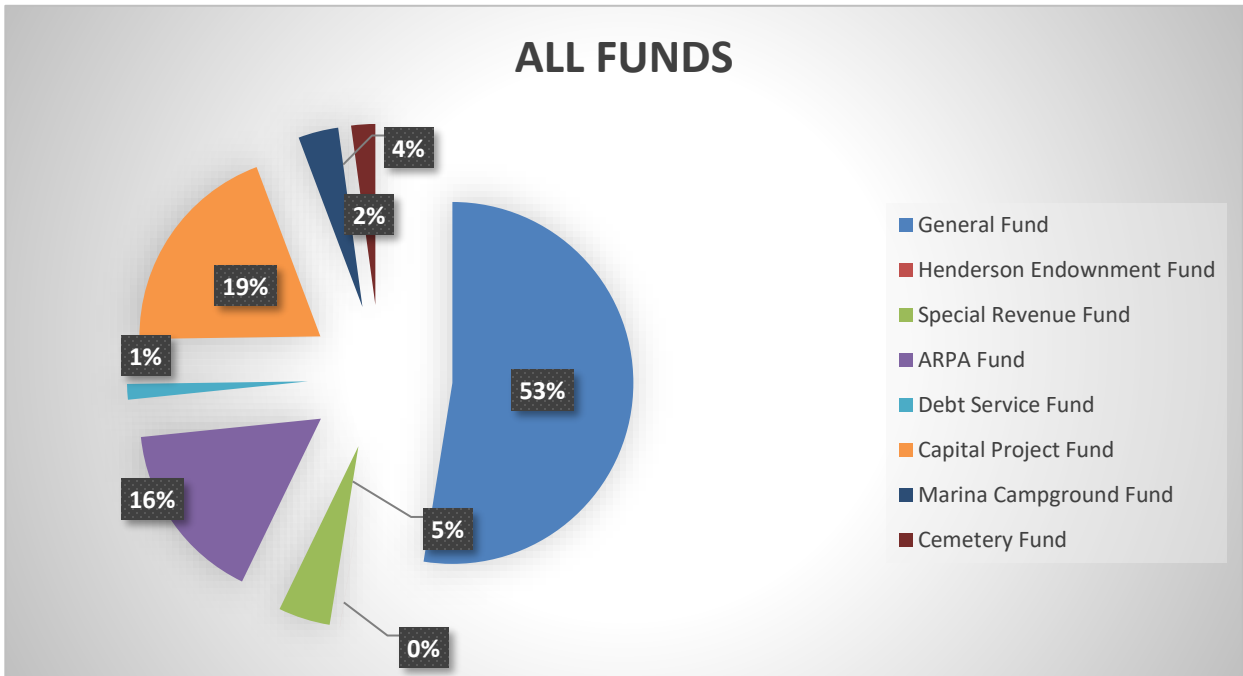
**THE PROPOSED OPERATING BUDGET EXPENDITURES/EXPENSES OF THE CITY OF PAHOKEE, FLORIDA ARE
6.2% MORE THAN PRIOR YEAR'S TOTAL OPERATING EXPENDITURES/EXPENSES**

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 |
|---|-------------------------|---|-------------------------------------|----------------------|------------------------------|-------------------------------------|---------------------------------------|--------------------------|-------------------------|
| <u>Estimated Revenues:</u> | | | | | | | | | |
| Taxes: | | | | | | | | | |
| Ad Valorem Taxes | 630,000 | - | - | - | - | - | - | - | 630,000 |
| Sales and Use Taxes | 1,276,247 | - | 450,000 | - | - | - | - | - | 1,726,247 |
| Franchise Fees | 428,955 | - | - | - | - | - | - | - | 428,955 |
| Utility Service Taxes | 337,609 | - | - | - | - | - | - | - | 337,609 |
| Licenses and Permits | 79,302 | - | - | - | - | - | - | - | 79,302 |
| Intergovernmental Revenue | 361,971 | - | - | - | - | 1,893,943 | - | - | 2,255,914 |
| Charges for Services | 680,020 | - | - | - | - | - | - | 174,476 | 854,496 |
| Fines and Forfeits | 119,000 | - | - | - | - | - | - | - | 119,000 |
| Interest Earnings & Rents | 92,745 | 250 | - | - | - | - | 165,250 | - | 258,245 |
| Miscellaneous Revenue | 235,774 | - | - | - | - | - | - | - | 235,774 |
| Interfund Transfers In | - | - | - | - | 135,234 | - | 183,595 | 34,205 | 353,034 |
| Appropriated Fund Balance | 864,298 | - | - | 1,574,000 | - | - | - | - | 2,438,298 |
| Total Estimated Revenues, Transfers, and Appropriations | 5,105,921 | 250 | 450,000 | 1,574,000 | 135,234 | 1,893,943 | 348,845 | 208,681 | 9,716,874 |
| <u>Expenditures/Expenses:</u> | | | | | | | | | |
| General Government | 1,863,182 | - | - | - | - | - | - | - | 1,863,182 |
| 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 | 1,063,119 | - | - | - | - | - | - | - | 1,063,119 |
| Human Services | 96,887 | - | - | 1,574,000 | - | - | - | - | 1,670,887 |
| Culture and Recreation | 759,137 | - | - | - | - | - | - | - | 759,137 |
| 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 | 5,105,921 | 250 | 450,000 | 1,574,000 | 135,234 | 1,893,943 | 348,845 | 208,681 | 9,716,874 |

**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 | \$ 5,105,921 | 53% |
| 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 | 19% |
| Marina Campground Fund | 348,845 | 4% |
| Cemetery Fund | 208,681 | 2% |
| | <u>\$ 9,716,874</u> | <u>100%</u> |



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 |
|---|--------------------------------|---------------------------------|-------------------|---------------|
| GENERAL FUND | | | | |
| Total Revenues | \$ 4,720,909 | \$ 5,105,921 | \$ 385,012 | 8.16% |
| Expenditures by Department | | | | |
| Commission | \$ 113,320 | \$ 90,849 | \$ (22,471) | -19.83% |
| City Manager | 280,611 | 276,259 | \$ (4,352) | -1.55% |
| City Clerk | 113,134 | 150,710 | \$ 37,576 | 33.21% |
| Financial & General Accounting | 282,016 | 383,736 | \$ 101,720 | 36.07% |
| Human Resources | 106,698 | 96,887 | \$ (9,811) | -9.19% |
| 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 | 372,520 | \$ 92,624 | 33.09% |
| Roads & Streets | 1,464,083 | 1,573,119 | \$ 109,036 | 7.45% |
| Community Development | 276,402 | 232,734 | \$ (43,668) | -15.80% |
| Recreation (City) | 573,684 | 612,262 | \$ 38,578 | 6.72% |
| Recreation (PBC) | 112,693 | 113,493 | \$ 800 | 0.71% |
| 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 | \$ 5,105,921 | \$ 385,011 | 8.16% |
| Special Revenue Fund | | | | |
| 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% |
| ARPA Fund | | | | |
| 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% |
| HENDERSON ENDOWMENT FUND | | | | |
| 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% |
| Debt Service Fund | | | | |
| Revenue | \$ - | \$ - | \$ - | 0.00% |
| 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% |
| Total Expenses and Transfers | \$ 135,234 | \$ 135,234 | \$ - | 0.00% |
| Capital Project Fund | | | | |
| 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% |
| Transfers Out | - | - | - | 0.00% |
| Total Expenses and Transfers | \$ 1,893,943 | \$ 1,893,943 | \$ - | 0.00% |
| MARINA & CAMPGROUND FUND | | | | |
| 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% |
| Transfers Out | - | - | - | 0.00% |
| Total Expenses and Transfers | \$ 265,462 | \$ 348,845 | \$ 83,383 | 31.41% |
| CEMETERY FUND | | | | |
| 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% |
| Transfers Out | - | - | - | 0.00% |
| Total Expenses and Transfers | \$ 205,640 | \$ 208,681 | \$ 3,041 | 1.48% |
| TOTAL REVENUES - ALL FUNDS | \$ 9,150,944 | \$ 9,716,874 | \$ 565,930 | 6.18% |
| TOTAL EXPENSES - ALL FUNDS | \$ 9,150,944 | \$ 9,716,874 | \$ 565,930 | 6.18% |

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 | 1 |
| Athletic Coordinator | 1 |
| Administration Assistant | 1 |
| Assistant Director of Parks & Recreation | 1 |
| Assistant Director Community Development | 1 |
| Cemetery Supervisor | 1 |
| Cemetery Worker I | 2 |
| City Clerk | 1 |
| City Manager | 1 |
| Clerk Specialist | 1 |
| Planning, Building & Zoning Manager | 1 |
| Code Enforcement Officer (Part Time) | 1 |
| Code Enforcement Officer Senior | 1 |
| Commission | 5 |
| Custodian (Part time) | 1 |
| Custodian/Maintenance (Parks & Recreation) | 1 |
| Director of Community & Economic Dev | 1 |
| Director of Finance | 1 |
| Director of Parks & Recreation | 1 |
| Director of Public Services | 1 |
| Driver & Group Leader | 1 |
| Executive Assistant | 1 |
| Grant Writer | 1 |
| Recreational Specialist (Part time- Seasonal) | 2 |
| Human Resources Director | 1 |
| Risk & Public Safety Manager | 1 |
| Junior Accountant | 1 |
| Maintenance I (PW) | 7 |
| Maintenance I (Part time) | 1 |
| Maintenance II (PW) | 1 |
| Maintenance III | 1 |
| Marina Clerk | 1 |
| Marina Store Manager | 1 |
| Operation Manager | 1 |
| Park Ranger | 1 |
| Program Director | 1 |
| Public Services Assistant Director | 1 |
| Program Specialist I & II | 2 |
| Public Works Clerk | 1 |

Summer Camp Counselors
Pad Attendant (Part time- Seasonal)

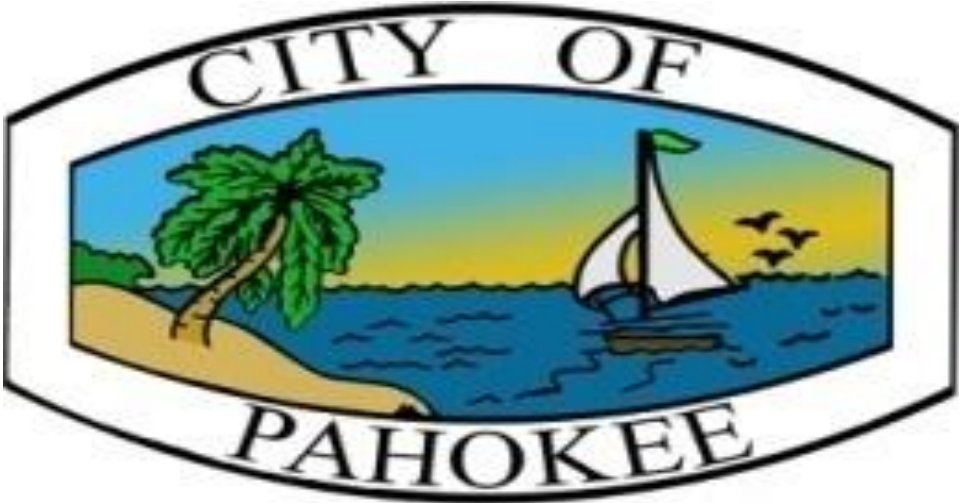
2
1

55

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

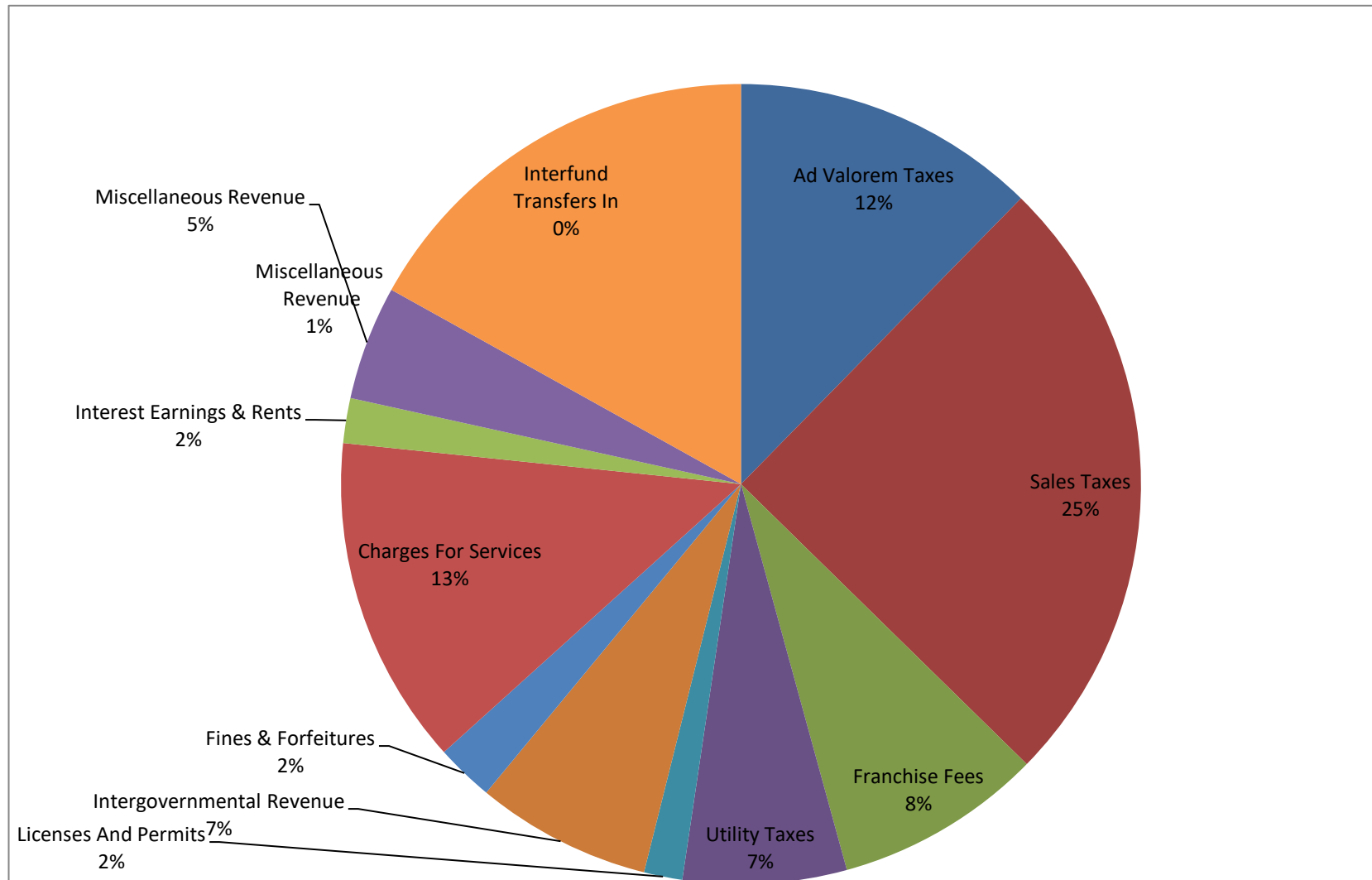
| | Department / Division | 2021 Funded Positions | 2022 Funded Positions | Current Salaries | Salaries | FICA | Retirement | Life/Health Insurance | Workers Comp | TOTALS |
|---|--------------------------------|-----------------------|-----------------------|------------------|---------------------|-------------------|-------------------|-----------------------|------------------|---------------------|
| | | | | | # | | | | | |
| General Funds | | | | | | | | | | |
| 511000 | City Commission | 5 | 5 | \$ 28,200 | \$ 23,900 | \$ 3,370 | \$ 1,697 | \$ 9,764 | \$ - | \$ 38,731 |
| 512010 | City Manager | 1 | 2 | \$ 129,000 | \$ 175,430 | \$ 13,420 | \$ 9,930 | \$ - | \$ 79 | \$ 198,859 |
| 512020 | City Clerk | 1 | 1 | \$ 52,000 | \$ 93,492 | \$ 7,152 | \$ 6,872 | \$ 7,000 | \$ 47 | \$ 114,563 |
| 513010 | Finance | 4 | 4 | \$ 170,800 | \$ 194,277 | \$ 14,862 | \$ 14,279 | \$ 15,000 | \$ 117 | \$ 238,536 |
| 513020 | Human Resources | 1 | 1 | \$ 52,000 | \$ 66,250 | \$ 5,068 | \$ 4,594 | \$ 7,462 | \$ 77 | \$ 83,451 |
| 524000 | Protective Inspections | 3 | 3 | \$ 119,000 | \$ 244,582 | \$ 18,711 | \$ 17,977 | \$ 15,000 | \$ 500 | \$ 296,770 |
| 541000 | Roads and Streets | 14 | 19 | \$ 413,263 | \$ 657,921 | \$ 50,331 | \$ 67,757 | \$ 60,000 | \$ 5,000 | \$ 841,009 |
| 555000 | Community Development | 2 | 3 | \$ 75,000 | \$ 179,573 | \$ 13,737 | \$ 13,199 | \$ 7,462 | \$ 113 | \$ 214,084 |
| 572000 | Recreation Dept- City | 5 | 10 | \$ 180,347 | \$ 263,024 | \$ 20,121 | \$ 19,332 | \$ 45,000 | \$ 1,500 | \$ 348,978 |
| 572020 | Recreation Dept-PBC | 2 | 2 | \$ 68,600 | \$ 68,600 | \$ 5,248 | \$ 8,842 | \$ 12,115 | \$ 2,588 | \$ 97,393 |
| 590000 | Non Departmental | 0 | 0 | | | | | | | |
| | General Funds Total | | | | | | | | | \$ 2,472,373 |
| Enterprise & Special Revenue Funds | | | | | | | | | | |
| 575000 | Marina & Campground | 1 | 1 | \$ 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 | | 55 | | \$ 2,070,469 | \$ 159,973 | \$ 171,691 | \$ 200,584 | \$ 14,506 | \$ 2,617,224 |

General Fund



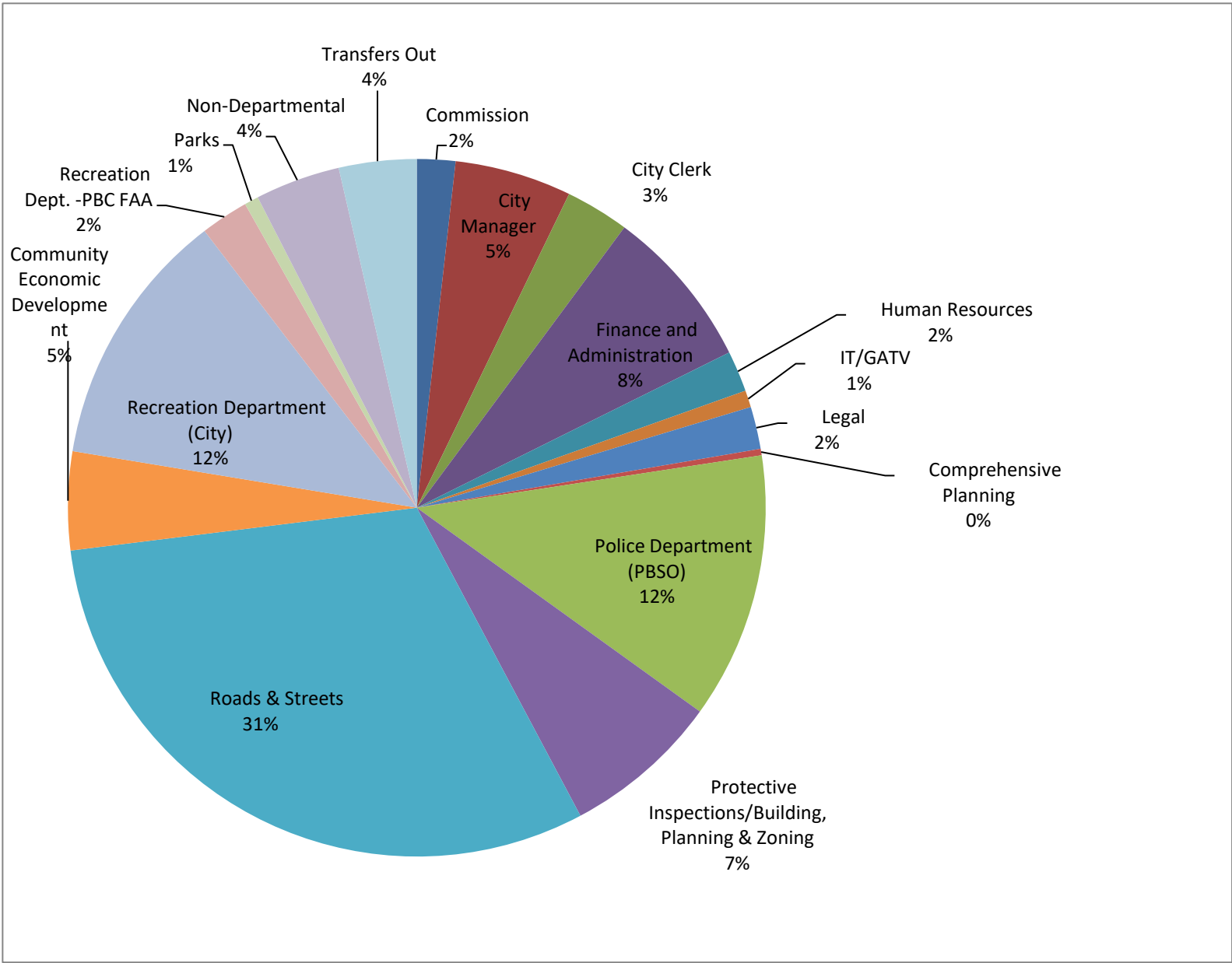
City of Pahokee, Florida
General Fund
Revenues by Type
For The Fiscal Year Ending September 30, 2023

| <u>Revenues</u> | Proposed Budget | Percent of Total |
|---------------------------|---------------------|---------------------|
| Ad Valorem Taxes | \$ 630,000 | 12.34% |
| Sales Taxes | 1,276,247 | 25.00% |
| Franchise Fees | 428,955 | 8.40% |
| Utility Taxes | 337,609 | 6.61% |
| Licenses And Permits | 79,302 | 1.55% |
| Intergovernmental Revenue | 361,971 | 7.09% |
| Fines & Forfeitures | 119,000 | 2.33% |
| Charges For Services | 680,020 | 13.32% |
| Interest Earnings & Rents | 92,745 | 1.82% |
| Miscellaneous Revenue | 235,774 | 4.62% |
| Appropriated Fund Balance | <u>864,298</u> | <u>16.93%</u> |
| Total Revenues | \$ 5,105,921 | 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 | 90,849 | 1.78% |
| City Manager | 276,259 | 5.41% |
| City Clerk | 150,710 | 2.95% |
| Finance and Administration | 383,736 | 7.52% |
| Human Resources | 96,887 | 1.90% |
| IT/GATV | 40,000 | 0.78% |
| Legal | 100,000 | 1.96% |
| Comprehensive Planning | 15,250 | 0.30% |
| Police Department (PBSO) | 630,000 | 12.34% |
| Protective Inspections/Building, Planning & Zoning | 372,520 | 7.30% |
| Roads & Streets | 1,573,119 | 30.81% |
| Community Economic Development | 232,734 | 4.56% |
| Recreation Department (City) | 612,262 | 11.99% |
| Recreation Dept. -PBC FAA | 113,493 | 2.22% |
| Parks | 33,383 | 0.65% |
| Non-Departmental | 201,125 | 3.94% |
| Transfers Out | 183,595 | 3.60% |
| Total Expenditures | \$ 5,105,921 | 100.00% |



City of Pahokee All Positions

| City Commission | Position | Rate |
|------------------------|-----------------|-------------|
| Full | Mayor | \$9,000.00 |
| Full | Vice Mayor | \$4,800.00 |
| Full | Commissioner | \$4,800.00 |
| Full | Commissioner | \$4,800.00 |
| Full | Commissioner | \$4,800.00 |
| | | \$28,200.00 |

| City Manager's | Position | |
|-----------------------|---|--------------|
| Full | City Manager | \$120,000.00 |
| Full | Deputy City Manager/Dir Econ Comm Dev | \$91,000.00 |
| Full | Operations Manager/Interim HR/Risk & Safety | \$70,000.00 |
| | | \$281,000.00 |

| City Clerk's | Position | |
|---------------------|------------------------------|--------------|
| Full | City Clerk | \$72,000.00 |
| Full | Executive Admin/Deputy Clerk | \$36,400.00 |
| Full | Administrative Assistant | \$33,280.00 |
| | | \$141,680.00 |

| Finance | Position | |
|----------------|------------------|--------------|
| Vacant | Finance Director | \$80,000.00 |
| Full | Jr. Accountant | \$47,000.00 |
| Vacant | Accounts Payable | \$41,600.00 |
| | | \$168,600.00 |

| Human Resources | Position | |
|------------------------|--------------------------|--------------|
| Vacant | Human Resources Director | \$70,000.00 |
| Vacant | Risk & Safety Manager | \$59,500.00 |
| | | \$129,500.00 |

| Community Development | Position | |
|------------------------------|-----------------|--------------|
| Full | Asst. Director | \$58,000.00 |
| Vacant | Grant Writer | \$60,000.00 |
| | | \$118,000.00 |

| Protected Inspections | Position | |
|------------------------------|------------------|--------------|
| Full | Permit Clerk III | \$52,000.00 |
| Full | Clerk Specialist | \$36,400.00 |
| Full | Code Enforcement | \$46,000.00 |
| | | \$134,400.00 |

| Cemetery | Position | |
|-----------------|-----------------|-------------|
| Full | Manager | \$33,280.00 |
| Full | Cemetery I | \$31,200.00 |
| Full | Cemetery I | \$31,200.00 |
| | | \$95,680.00 |

| Parks and Recreation | Position | |
|-----------------------------|--|--------------|
| Full | Athletic Coord/Facilities | \$47,700.00 |
| Full | Program Aid/Park Ranger/Code Enforcement | \$31,200.00 |
| Vacant | Custodian | \$31,200.00 |
| | | \$110,100.00 |

| Recreation - PBC | Position | |
|-------------------------|------------------------------|--------------|
| Full | P&R Coordinator | \$31,200.00 |
| Full | P&R Assistant - P&R Int. Dir | \$46,000.00 |
| Vacant | Driver & Group Leader | \$31,200.00 |
| | | \$108,400.00 |

| Recreation | Position | |
|-------------------|-------------------------|--------------|
| Full | Director - P&R | \$60,000.00 |
| Full | Program Specialist | \$35,360.00 |
| Full | Program Specialist - PT | \$15,600.00 |
| Vacant | Program Specialist - PT | \$15,600.00 |
| Seasonal Employee | Program Aid | \$8,160.00 |
| Seasonal Employee | Program Aid | \$7,200.00 |
| Seasonal Employee | Program Aid | \$7,200.00 |
| Seasonal Employee | Pad Attendent | \$7,200.00 |
| | | \$156,320.00 |

Roads and Streets

Position

| | | |
|--------|------------------------------|--------------|
| Full | Director - Roads and Streets | \$67,000.00 |
| Full | PW Supervisor | \$46,000.00 |
| Full | Maintenance I | \$31,200.00 |
| Full | Maintenance I | \$35,360.00 |
| Full | Maintenance I | \$31,200.00 |
| Full | Clerk III | \$35,006.40 |
| Full | Maintenance I | \$31,200.00 |
| Full | Maintenance I | \$31,200.00 |
| Full | Maintenance I | \$31,200.00 |
| Full | Maintenance I | \$31,200.00 |
| Full | Maintenance PT | \$15,600.00 |
| Vacant | Maintenance I | \$31,200.00 |
| Vacant | Maintenance I | \$31,200.00 |
| Vacant | Maintenance I | \$31,200.00 |
| Vacant | Maintenance I | \$31,200.00 |
| Vacant | Marina Store Manager | \$ 45,000.00 |
| | | \$587,166.40 |



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Jongelene Adams
SUBJECT: Community & Economic Development Department
DATE: 8th September 2022

GENERAL SUMMARY/BACKGROUND:

Barfield Highway Change Order #6– This change order is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) for additional drainage work due to an unforeseen drainage pipe coming from 4th street.

The design Engineer On Record (EOR) directed the contractor to construct the structure - S-123A, to connect the pipe into the new drainage system’s trunkline; after attempting to construct the struct, a discovery was made, a conflict between an AT&T duct bank and the proposed sanitary sewer, thus the EOR amended the design to move the sewer line to avoid the duct bank. The change also impacted the previous drainage solution, drainage inlet S123A was no longer a viable solution on the East side of the roadway. The design EOR directed the contractor to use a type 8 manhole structure instead of the S-123B, in the roadway to connect the existing drain pipe from 4th street.

The contractor, Rosso Site Development is entitled to the fabrication cost that were used for S123A and for the new manhole structure S-123B to be supplied & installed. There is no pay item in the contract to compensate the contractor for the type 8 manhole.

BUDGET IMPACT:

\$27,842.29 – 44 days will be granted for this change order. FDOT will be covering the cost for this item.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this change order #6.

ATTACHMENTS:

Change Order #6

RESOLUTION 2022 - 35

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.

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 the additional drainage work due to unforeseen drainage piping on 4th Street & Barfield Highway for the Reconstruction of Barfield Highway; and

WHEREAS, the contractor is entitled to the fabrication costs for unused S-123A and for the new manhole structure S-123B to be supplied and installed by Rosso Site Development.

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, addition work in the amount of \$27,842.29 will be paid 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 drainage work due to unforeseen drainage piping from 4th Street & 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 #6 for the additional drainage work due to unforeseen drainage piping on 4th street.

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 _____ 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 #6



CHANGE ORDER #6

Project: Barfield Highway Reconstruction
Date of Issuance: 3/15/2022
Owner: City of Pahokee
Project Engineer: Momentum CEI
Consultant/Contractor: Rosso Site Development

Project No: FM# 442030-1-31-01
Effective Date: 9/12/2022

Purpose of Change Order:

Barfield Highway Change Order #6- This change order is for Barfield Highway Reconstruction. The change order is for the compensation to Rosso Site Development (contractor) for the additional drainage work due to unforeseen drainage pipe coming from 4th street.

As directed by the Engineer of Record (EOR) the type 8 manhole structure instead of the S-123A. The contractor will be compensated for the fabrication cost of the unused S-123A as well as the new manhole structure S-123B which will be supplied and installed.

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:
\$27,842.29- cost covered by FDOT

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

RECOMMENDED:

ENGINEER

BY: (Authorized Signature)

Method of determining the change is:

Change Times:

- Contractor's records
Engineer's records
Other

Increase/Decrease in Contract Times:
Substantial Completion: 44 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)

1302 South J Street
Lake Worth, FL 33460



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

Change Order Request

Owner CO No.: _____
RSD CO No.: 11
Owner: City of Pahokee
Project: Barfield Highway

Owner Proj. No.: 2020-007
RSD Proj. No.: 01-20037
Date: 3/15/2022

Description: Revision #2 Per Response To RFI #17
48" Storm Manhole

| # | Description | Qty | Unit | Unit Price | Total Price |
|------|----------------------------------|-----|------|--------------|--------------|
| 1.00 | Revision Per Response to RFI #17 | 1 | LS | \$ 27,842.29 | \$ 27,842.29 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |

Total: \$ 27,842.29

Original Contract Amt \$ _____
Amount of this Change Order _____
Amount of Previous Change Order (s) _____
New Total Contract Amount _____

Completion time extended 44 days If yes, new completion date? _____

***ADDITIONAL DAYS WILL BE REQUIRED ONCE APPROVAL RECEIVED
AND LEAD TIME ON FABRICATION CAN BE DETERMINED FOR
DRAINAGE AND SANITARY**

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

Client Signature _____

Client Printed _____

Blair
Blair Simpson

Simpson

Digitally signed by Blair Simpson
DN: cn=Blair Simpson, o=Rosso Site
Development, ou,
email=bsimpson@rossositedevelop
ment.com, c=US
Date: 2022.07.19 12:45:01 -04'00'

Revisions

| # | Date | By | Description |
|---|-----------|-----|-------------------------------|
| 1 | 5/2/2022 | BRS | Per Robert Audette's Comments |
| 2 | 5/13/2022 | BRS | Comments on additional days |
| 3 | 6/16/2022 | BRS | Add supervision |

Concurrence for participation, James T. Lewis Jr LAP Coordinator Palm Beach Operations

James T. Lewis Jr.

1302 South J Street
Lake Worth, FL 33460



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

CHANGE ORDER BREAKDOWN

Description of work: Revision #2 Per Response To RFI #17
48" Storm Manhole

CO #: 11

| EQUIPMENT | | | | | |
|-----------|-----------------------|-----|------|-------------------------|-------------------|
| # | Description | Qty | Unit | Unit Cost | Total Cost |
| 1 | Loader | | HR | \$62.50 | \$0.00 |
| 2 | Tractor | | HR | \$40.38 | \$0.00 |
| 3 | Roller | | HR | \$56.12 | \$0.00 |
| 4 | Mixer | | HR | \$202.61 | \$0.00 |
| 5 | Grader | | HR | \$79.95 | \$0.00 |
| 6 | Backhoe | | HR | \$93.41 | \$0.00 |
| 7 | Water Truck | | HR | \$37.98 | \$0.00 |
| 8 | Dozer | | HR | \$73.93 | \$0.00 |
| 9 | Paver | | HR | \$61.50 | \$0.00 |
| 10 | Paving Roller | | HR | \$40.38 | \$0.00 |
| 11 | Broom | | HR | \$49.97 | \$0.00 |
| 12 | Excavator (30,000 lb) | | HR | \$109.04 | \$0.00 |
| 13 | Excavator (70,000 lb) | | HR | \$169.32 | \$0.00 |
| 14 | Tamp | | HR | \$19.50 | \$0.00 |
| 15 | Saw | | HR | \$19.50 | \$0.00 |
| 16 | Pick-Up Truck | | HR | \$32.46 | \$0.00 |
| 17 | Dump Truck | | HR | \$65.00 | \$0.00 |
| 18 | Curb Machine | | HR | \$58.75 | \$0.00 |
| 19 | Pick up | 160 | HR | \$26.52 | \$4,243.20 |
| | | | | Equipment Subtotal | \$4,243.20 |
| | | | | Markup | 0.150 \$636.48 |
| | | | | EQUIPMENT TOTAL: | \$4,879.68 |

| LABOR | | | | | |
|-------|---|-------|------|---------------------|--------------------|
| # | Description | Qty | Unit | Unit Cost | Total Cost |
| 1 | Superintendent | 160.0 | HR | \$64.29 | \$10,286.40 |
| 2 | Foreman (w/ Pick-Up) | | HR | \$44.21 | \$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 | \$26.52 | \$0.00 |
| 11 | | | HR | | \$0.00 |
| | | | | Labor Subtotal | \$10,286.40 |
| | | | | Burden | 0.5146 \$5,293.38 |
| | | | | Markup | 0.150 \$1,542.96 |
| | | | | LABOR TOTAL: | \$17,122.74 |

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

| SUBCONTRACTORS | | | | | |
|-----------------------------|---------------|-----|------|------------|-------------------|
| # | Description | Qty | Unit | Unit Cost | Total Cost |
| 1 | Johnson Davis | 1 | LS | \$5,020.48 | \$5,020.48 |
| 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 | | | | | \$5,020.48 |
| Markup | | | | | 0.05 |
| SUBCONTRACTOR TOTAL: | | | | | \$5,271.50 |

Equipment Total: \$4,879.68
 Labor Total: \$17,122.74
 Material Total: \$0.00
 Subcontractors Total: \$5,271.50

Bond & General Liability Insurance: \$568.36
 MOT: \$0.00

 Total: \$27,842.29



CHANGE ORDER REQUEST

Date: 4/21/2022
J-D Project #: 41792
J-D COR Proposal #: 13

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

Attn: James Washington

Project: **Barfield Hwy**
RE: **Drainage Revision**

Furnish & Install Drainage Structure S-123B & The buy out of original premade Drainage Structure 123A.

The following is our cost summary for work performed to; Furnish & Install new proposed drainage structure S-123B. The buyout of premade structure S-123A, following the additional changes resulting from the AT&T duct bank. L&E to install S-123B.

| | | | | | |
|---|----------------|---|----|------------|------------|
| 1 | Labor | 1 | LS | \$793.60 | \$793.60 |
| 2 | Equipment | 1 | LS | \$617.83 | 617.826 |
| 3 | Material | 1 | LS | \$3,609.06 | \$3,609.06 |
| 4 | Subcontractors | 1 | LS | \$0.00 | \$0.00 |

Total Amount of Change Order: \$5,020.48

Total Amount of Days Added to The Contract:

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

Sincerely,

Chad Rawlinson

Chad Rawlinson
Project Manager



Johnson-Davis Inc.

Johnson-Davis Inc.

Job Name: Barfield Hwy
 JD Job #: 41792
 Description of Work: Drainage Revision 2

Date: 3/2/2022

COR#: 13

Labor: To Install Structure S-123B

| Name | Position | Standard Hours | Overtime Hours | Standard Rate | Overtime Rate | Total |
|----------------------|----------|----------------|----------------|---------------|---------------|-----------|
| Superintendent | | 2 | | \$ 69.26 | \$ 103.89 | \$ 138.52 |
| Foreman | Foreman | 2 | | \$ 43.09 | \$ 64.63 | \$ 86.18 |
| Operator - Excavator | Oper-Exc | 2 | | \$ 25.45 | \$ 38.18 | \$ 50.91 |
| Operator - Loader | Oper-Ldr | 2 | | \$ 21.29 | \$ 31.93 | \$ 42.58 |
| Pipe Layer | PL | 2 | | \$ 23.95 | \$ 35.92 | \$ 47.89 |
| Skilled Laborer | SL | 2 | | \$ 18.75 | \$ 28.12 | \$ 37.50 |
| Skilled Laborer | SL | 2 | | \$ 18.75 | \$ 28.12 | \$ 37.50 |
| 0 | 0 | 2 | | \$ - | \$ - | \$ - |
| | | | | \$ - | \$ - | \$ - |
| | | | | \$ - | \$ - | \$ - |

Labor Subtotal \$ 478.56
 Burden 0.442 \$ 211.52
 Markup on Labor 15.0% \$ 103.51

Labor Total \$ **793.60**

Equipment: To Install Structure S-123B

| Description | Qty | Hours | Rate | Total |
|------------------------------------|-----|-------|-----------|-----------|
| Superintendent Vehicle | 1 | 2 | \$ 21.24 | \$ 42.48 |
| Foreman Truck with Hand Tools | 1 | 2 | \$ 18.56 | \$ 37.12 |
| 20-55 Liebherr R954 C HD Excavator | 1 | 2 | \$ 172.05 | \$ 344.10 |
| 30-28 Volvo L90D | 1 | 2 | \$ 50.40 | \$ 100.80 |
| Tamper | 1 | 2 | \$ 6.37 | \$ 12.74 |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |

Equipment Subtotal: \$ 537.24
 Markup on Equipment 15.0% \$ 80.59

Equipment Total \$ **617.83**

Material

| Description | Qty | Unit | Rate | Total |
|-------------------------------|-----|------|-------------|-------------|
| Drainage Structure S-123A | 1 | EA | \$ 1,550.00 | \$ 1,550.00 |
| New Drainage Structure S-123B | 1 | EA | \$ 1,383.00 | \$ 1,383.00 |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |

Material Subtotal: \$ 2,933.00
 Tax 7% \$ 205.31
 Markup on Material 15.0% \$ 470.75

Material Total \$ **3,609.06**

Subcontractor

| Description | Qty | Unit | Rate | Total |
|-------------|-----|------|------|-------|
| | | | | \$ - |
| | | | | \$ - |

Subcontractor Subtotal: \$ -
 Markup on Subcontractors 10.0% \$ -

Subcontractor Total \$ -

Total: \$ 5,020.48

Comments:



JOHNSON-DAVIS INC.

Contractors

604 HILLBRATH DRIVE
LANTANA, FL 33462-1694

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

Subject: Labor Burden Certification

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

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

TOTAL BURDEN RATE = 44.2%

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

Thank you,

John Stanley
Chief Financial Officer



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: 01-22-26



• Heavy Construction • Underground Utilities •

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



CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
UTILITY PLANS

Section I, Item A. F.F.

DEPARTMENT OF TRANSPORTATION

CONTRACT

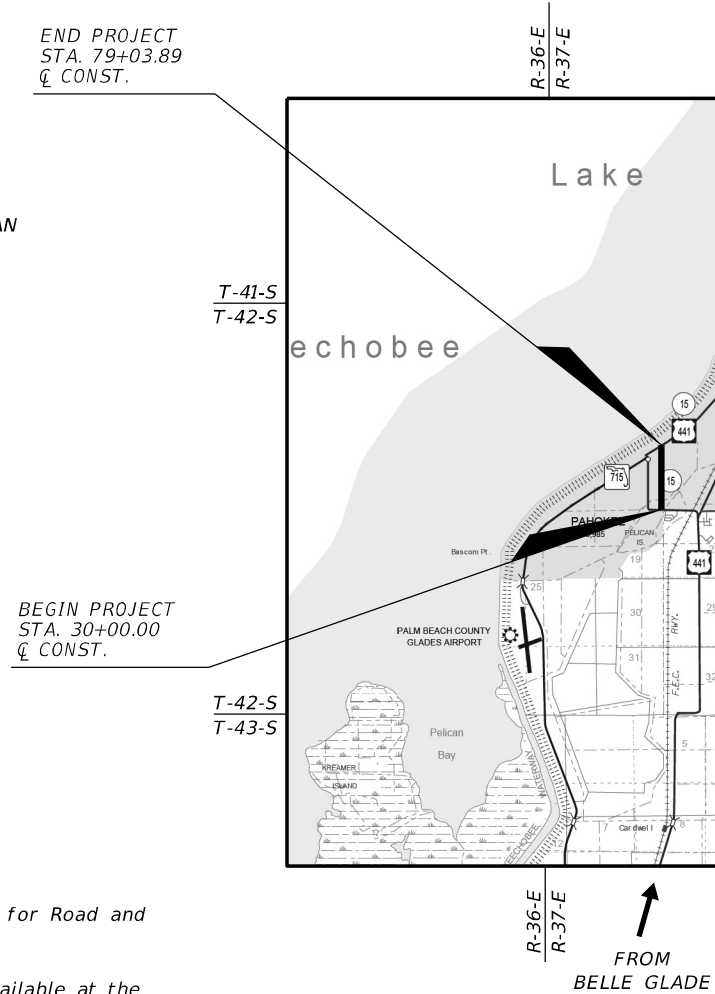
FINANCIAL PROJECT ID 442030-1

PALM BEACH

BARFIELD HIGHWAY R/W

INDEX OF ROADWAY PLANS

| SHEET NO. | SHEET DESCRIPTION |
|-----------|--------------------------------------|
| 1 | KEY SHEET |
| 2 | SIGNATURE SHEET |
| 3 - 3A | SUMMARY OF PAY ITEMS |
| 4 - 5 | DRAINAGE MAP |
| 6 - 7 | TYPICAL SECTION |
| 8 - 10 | SUMMARY OF DRAINAGE STRUCTURES |
| 11 | PROJECT LAYOUT |
| 12 | GENERAL NOTES |
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| 23 - 24 | CURB RAMP DETAILS |
| 25 - 40 | DRIVEWAY PROFILES |
| 41 - 53 | DRAINAGE STRUCTURES |
| 54 - 56 | ROADWAY SOIL SURVEY |
| 57 - 87 | CROSS SECTIONS |
| 88 - 90 | STORMWATER POLLUTION PREVENTION PLAN |
| 91 - 95 | EROSION CONTROL PLANS |
| 96 - 98 | TEMPORARY TRAFFIC CONTROL PLANS |
| 99 - 103 | UTILITY ADJUSTMENTS |



GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: IR_____-

Standard Plans for Bridge Construction are included in the Structures Plans Component

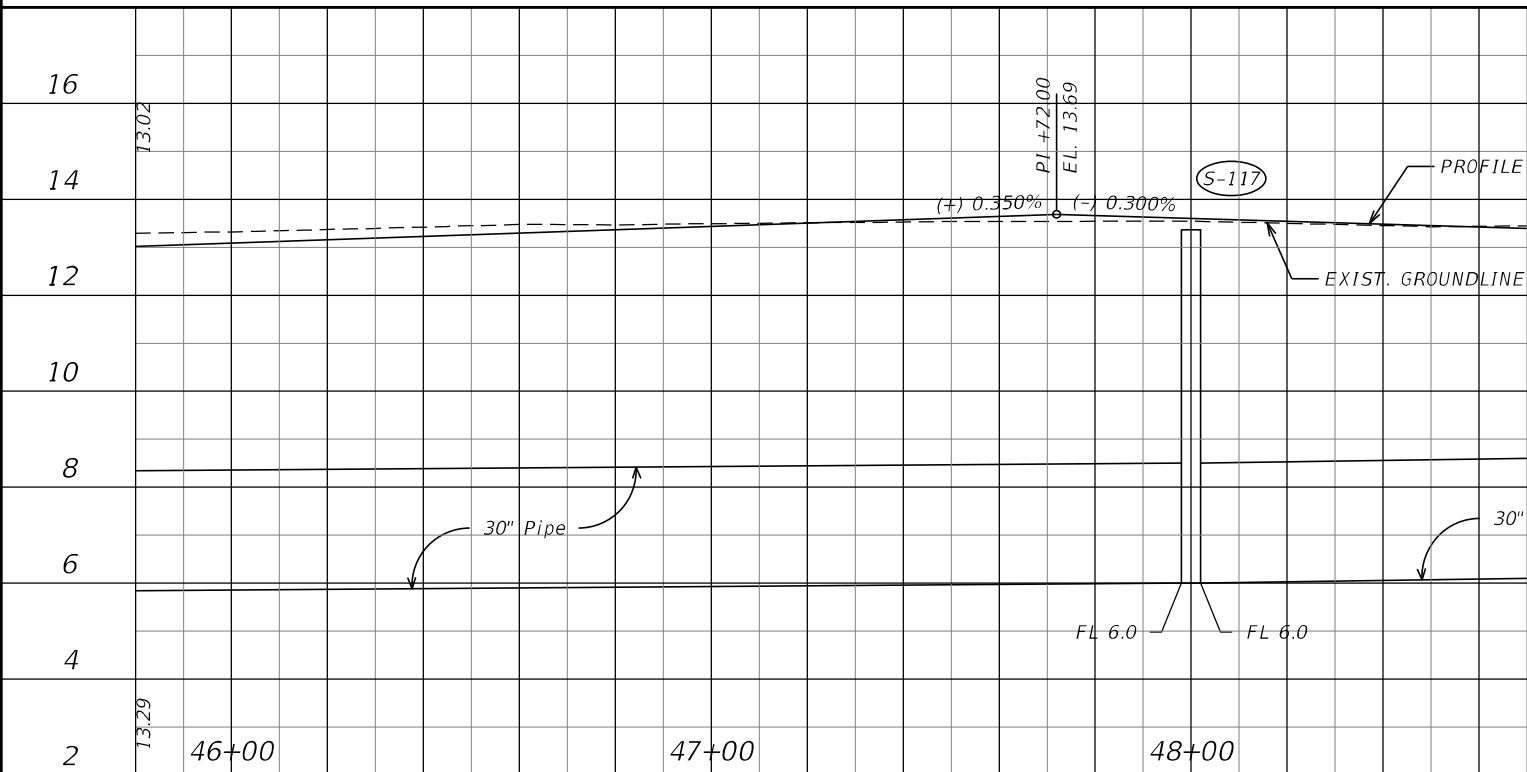
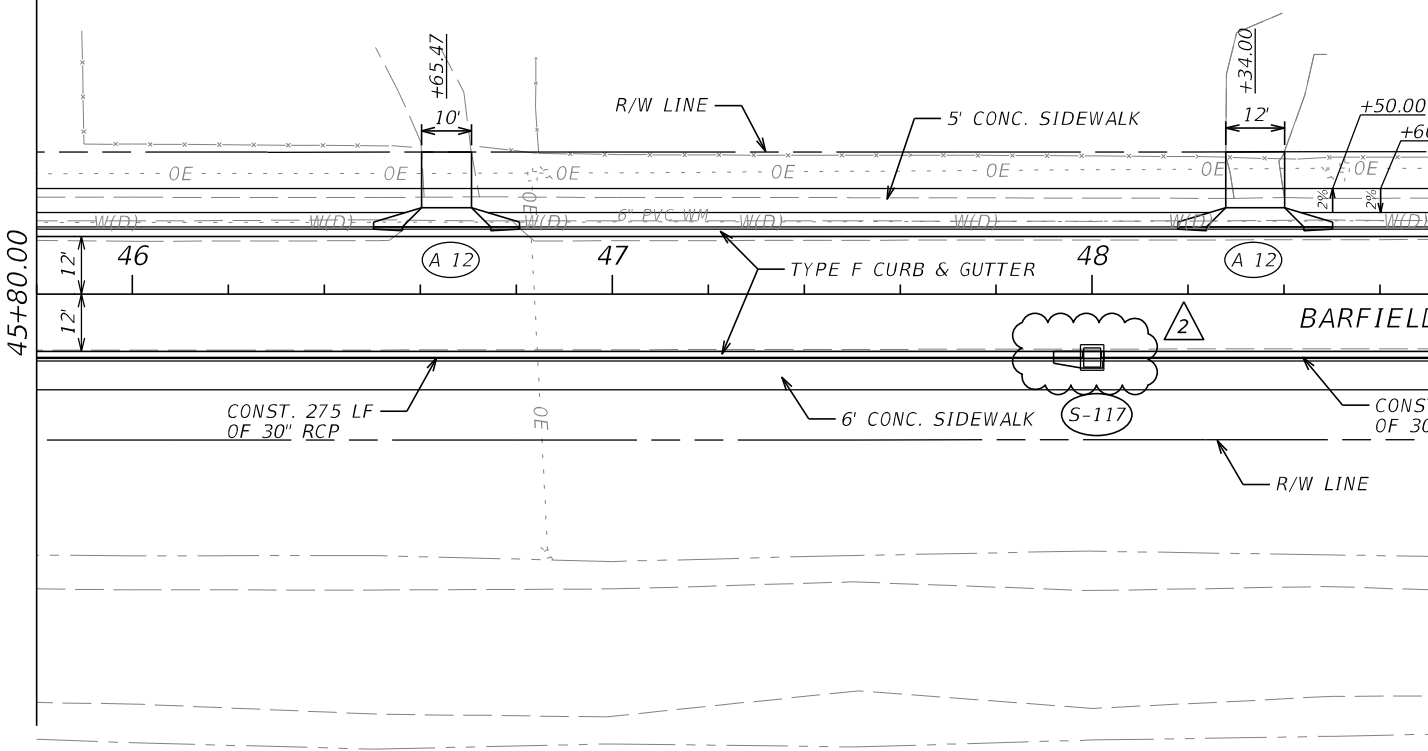
GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, JULY 2020 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

REVISIONS:

- 1 FINANCIAL PROJECT ID 442030-1
Roadway Sheet: 13, 14, 26, 57-61
(Revised 10-04-2021)
- 2 Roadway Sheet: 17, 45
(Revised 10-11-2021)

Section I, Item A.

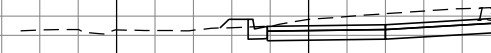


| REVISIONS | | | |
|------------|-----------------------------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| 10-11-2021 | △ ROTATED S-117 AND ADDED S-123A. | | |

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

Section I, Item A.

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S-118
 STA. 49+43.00 (12.00' LT)
 INLET TYPE P-5
 INDEX 425-021
 ELEV. 12.81 (EOP)
 FL 8.60 RT

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140 120 100 80 60 40 20

| REVISIONS | | | |
|------------|-----------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| 10-09-2021 | △ ADDED S-123A. | | |

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



CONCRETE PRODUCTS
OF THE PALM BEACHES, INC.

468 AVENUE "S"
RIVIERA BEACH, FL 33404
PHONE: 561-842-2743
FAX: 561-842-6387

JOHNSON DAVIS, INC.

BARFIELD HIGHWAY RECONSTRUCTION
FIN# 442030-1-54-01

PROJECT NUMBER:
JD2021-059

STR NUMBER:
S-123A

STR TYPE:
P5 (RIGHT)
42"x42"
"CURB INLET"
(ALT. B) <10'-0"
F.D.O.T. INDEX:
425-021 & 010

CASTING:
USF 5160-6310 OR EQUAL

CONC. WEIGHT: 1,184 #V/FT

| | |
|---------------|-------------|
| EOP ELEV: | 12.54 |
| INVERT ELEV: | 6.27 |
| CUT HEIGHT: | 6.27 |
| ADJUSTMENTS: | +0.50 -1.83 |
| BOT. ELEV: | 5.77 |
| TOTAL HEIGHT: | 4.94 |

GENERAL NOTES:
1. ALL CONCRETE TO BE 4000 PSI COMPRESSIVE STRENGTH @ 28 DAYS- TYPE II CONCRETE.
2. STRUCTURE DESIGN CONFORMS TO ASTM STANDARD C-478 SPECIFICATIONS.
3. STEEL REINFORCING PER F.D.O.T. INDEX #425-010 & #425-021.
4. ALL REINFORCING TO BE MINIMUM OF GRADE 60 STEEL WITH 2" CLR IN BASE & CENTERED IN THE WALLS.
5. ADDITIONAL REINFORCING @ ALL OPENINGS.
6. F.D.O.T. INSPECT & STAMP: YES

| | |
|-----------------|-------------------|
| DATE: 10-20-21 | REVISION: |
| DRAWN BY: AD | SCALE: N.T.S. |
| DWG NUM: S-123A | LOCATION: 17 & 45 |

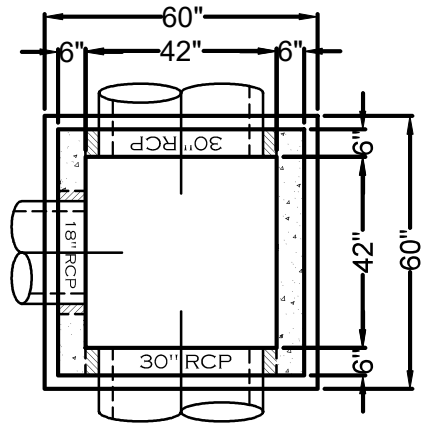
REMARKS: ADD-ON

F.D.O.T. TESTING REQUIRED

SPECIAL ACCESSORY TO ORDER BY CPPB: NONE.

42"Ø HOLE
HOLE UP: @ BASE
INVERT ELEV: 6.27

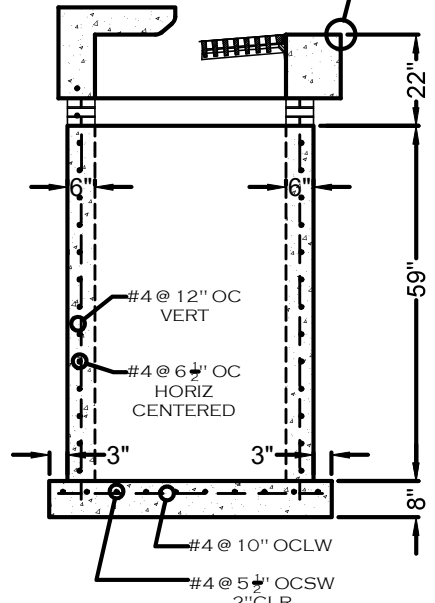
30"Ø HOLE
HOLE UP: 10 1/2"
INVERT ELEV: 7.14



42"Ø HOLE
HOLE UP: @ BASE
INVERT ELEV: 6.27

PLAN VIEW

P5 (RIGHT) TOP
USF 5160-6310



FRONT ELEVATION

| | |
|-----------------------|-----------|
| P-5 TOP TOTAL: | 6,993#S |
| | 1.75 CYDS |
| WALL TOTAL: | 4,038#S |
| | 1.01 CYDS |
| BASE TOTAL: | 2,480 #S |
| | 0.62 CYDS |
| TOTAL WEIGHT: | 13,511#S |
| | 3.38 CYDS |

P5 (RIGHT) 42"x42" "CURB INLET" (ALT. B) <10'-0"
FIN# 442030-1-54-01

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
UTILITY PLANS

Section I, Item A. F.F.

DEPARTMENT OF TRANSPORTATION

CONTRACT

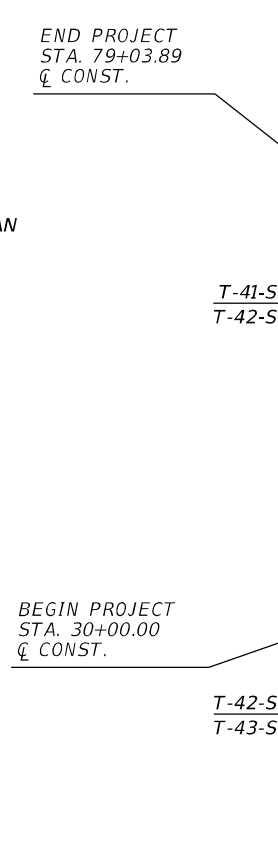
FINANCIAL PROJECT ID 442030-1

PALM BEACH

BARFIELD HIGHWAY R/W

INDEX OF ROADWAY PLANS

| SHEET NO. | SHEET DESCRIPTION |
|-----------|--------------------------------------|
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| 96 - 98 | TEMPORARY TRAFFIC CONTROL PLANS |
| 99 - 103 | UTILITY ADJUSTMENTS |



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APPLICABLE IRs: IR_____-

Standard Plans for Bridge Construction are included in the Structures Plans Component

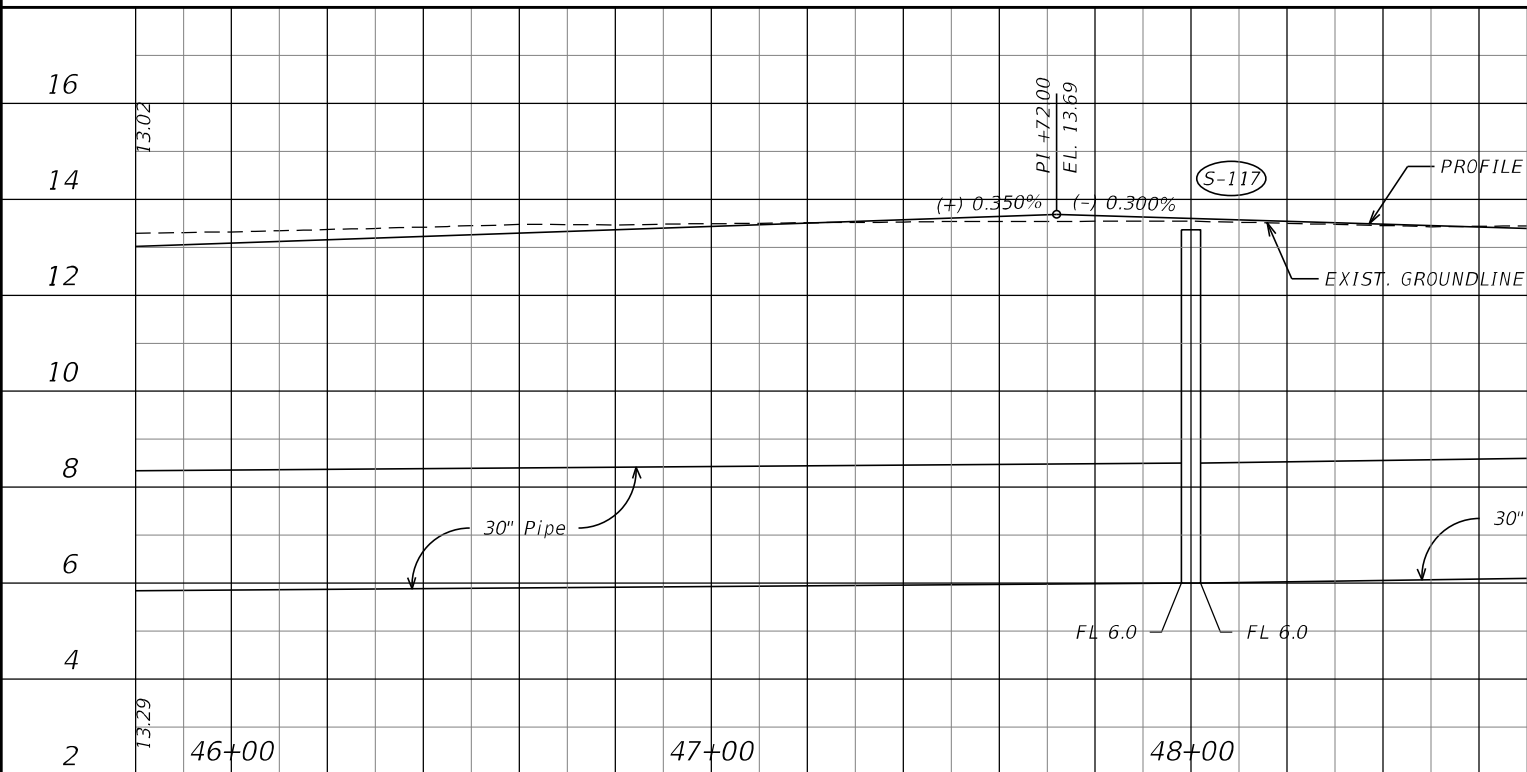
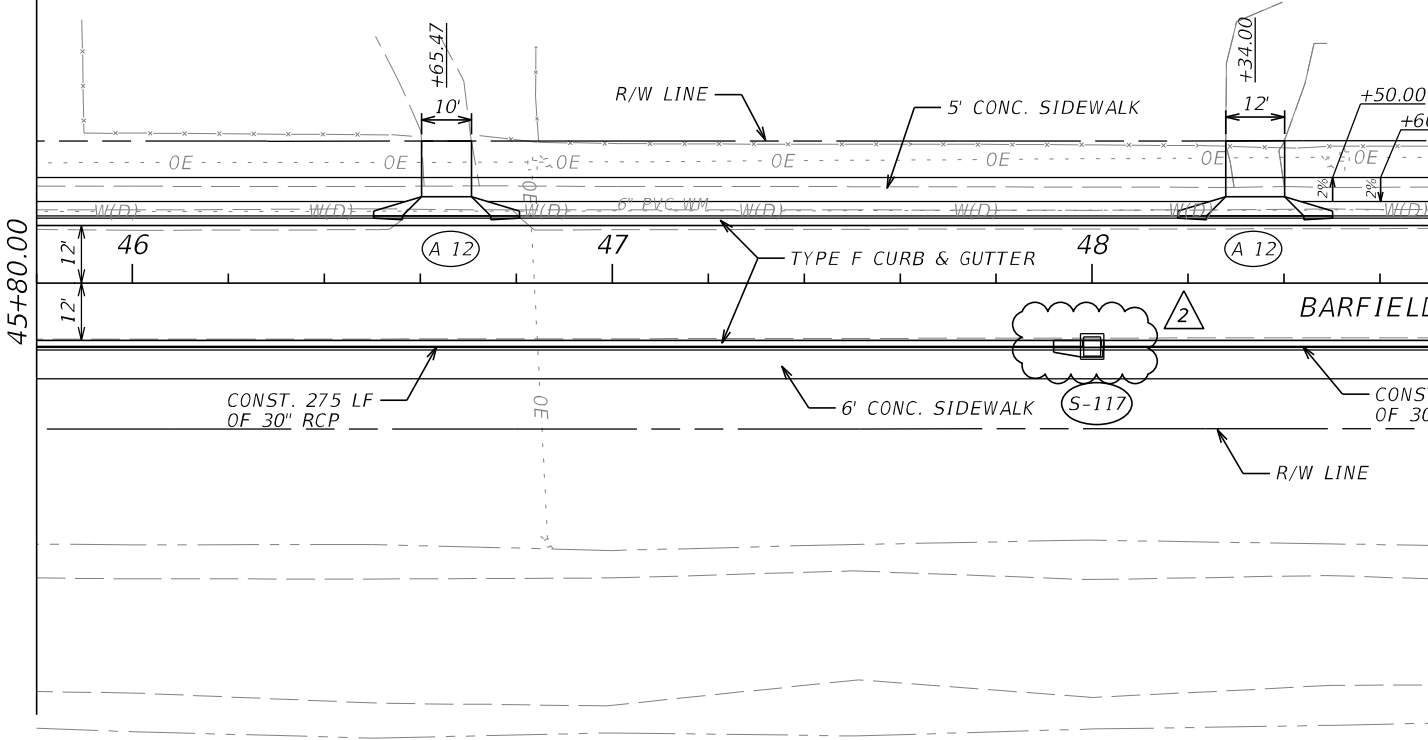
GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, JULY 2020 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

REVISIONS:

- 1 FINANCIAL PROJECT ID 442030-1
Roadway Sheet: 13, 14, 26, 57-61
(Revised 10-04-2021)
- 2 Roadway Sheet: 17, 45, 46
(Revised 12-20-2021)

Section I, Item A.



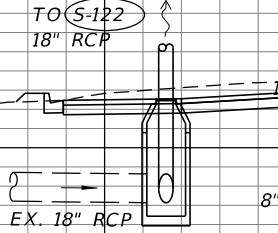
| REVISIONS | | | |
|------------|-----------------------------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| 12-20-2021 | △ ROTATED S-117 AND ADDED S-123B. | | |

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

Section I, Item A.

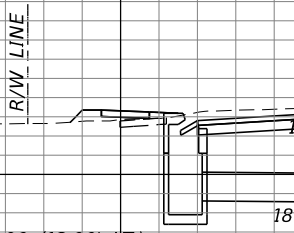
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S-123B
STA. 50+33.20 (13.60' LT)
MANHOLE TYPE 8
INDEX 425-001
RIM EL. 12.54
FL 7.14 AH
FL 7.14 LT (EXIST)

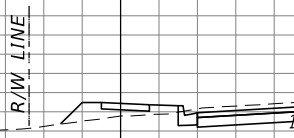


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S-118
STA. 49+43.00 (12.00' LT)
INLET TYPE P-5
INDEX 425-021
ELEV. 12.81 (EOP)
FL 8.60 RT



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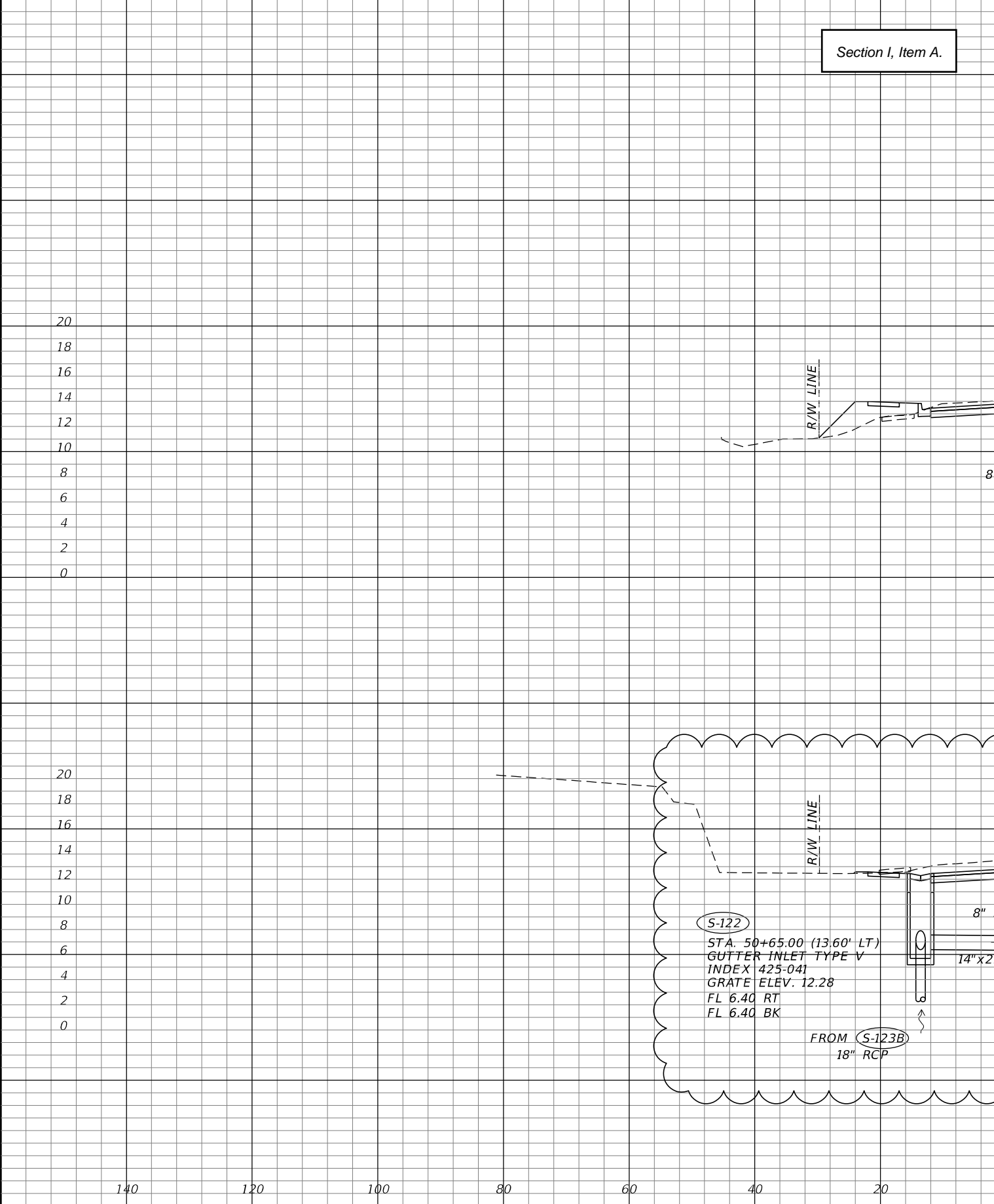


140 120 100 80 60 40 20

| REVISIONS | | | |
|------------|-----------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| 12-20-2021 | △ ADDED S-123B. | | |

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

Section I, Item A.



| REVISIONS | | | |
|------------|----------------------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| 12-20-2021 | △ REVISED S-122 AND S-123. | | |

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



CONCRETE PRODUCTS
OF THE PALM BEACHES, INC.

Section I, Item A.

DATE: October 21, 2021

PRECAST CHANGE ORDER NO 2

| | | | |
|------------------------|-----------------|-------------------|------------|
| CUSTOMER: | JOHNSON DAVIS | PO: | |
| JOB NAME: | BARIELD HIGHWAY | | |
| PERSON CALLING: | CHAD | JOB NUMBER | JD2021-059 |

| ADD QTY | STR# | ITEMS DESCRIPTION | CASTING REQ. | ITEM PRICE |
|---------|--------|--------------------------------|---------------|-------------|
| 1 | S-123A | P-5 Right Curb Inlet w/ Throat | USF 5160-6310 | \$ 1,550.00 |
| | | | | |
| | | | | |

SUBTOTAL: \$ 1,550.00

| DELETE QTY | STR# | ITEMS DESCRIPTION | CASTING REQ. | ITEM PRICE |
|------------|------|-------------------|--------------|------------|
| | | | | |
| | | | | |
| | | | | |

SUBTOTAL:

| REMARKS/REASON FOR CHANGE(S) | ADDITIONAL COMMENTS/ NOTES | |
|--|----------------------------|-------------|
| 1. WHY IS C/O NEEDED? ADDED TO PROJECT PER CUSTOMERS REQUEST | | |
| 2. IS IT IN THE ORIGINAL PLANS? NO | SUBTOTAL: | \$ 1,550.00 |
| 3. WAS IT PART OF THE ORIGINAL QUOTE? NO | CHANGE ORDER TOTAL: | \$ 1,550.00 |
| 4. CAN THE CUSTOMER PASS THE COST OF CHANGE(S) ON? YES | REQUESTED DELIVERY : | |
| 5. WHO IS APPROVING IT? CHAD | COMPLETED BY: | Mike |

CUSTOMER APPROVAL

SIGNED: _____

PRINTED NAME + DATE: _____



CONCRETE PRODUCTS
 OF THE PALM BEACHES, INC.
 460 Avenue S.
 Riviera Beach, FL 33404
 OFFICE FAX-561-842-6387
 OFFICE NO.-561-842-2743

No. 11101

Page: 1 of 1

Date: 1/21/22

JOB NO.: _____

TO:

JOHNSON DAVIS

JOB NAME:

BARFIELD HIGHWAY SANITARY
 MANHOLE REMAKES

ATTN: CHAD

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

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

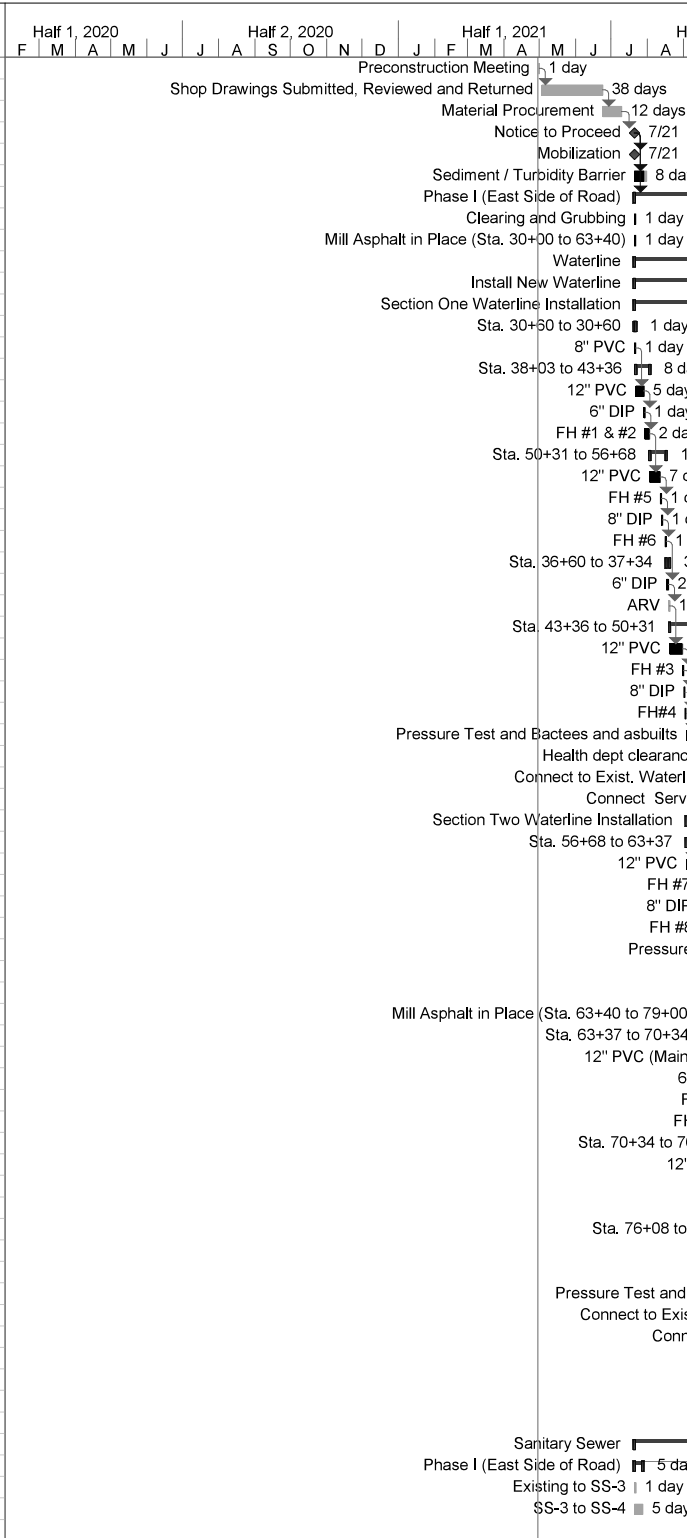
DATE OF ACCEPTANCE _____

SIGNATURE _____

QUOTED BY MICHAEL P. LOWE

Quotation/Proposal

| ID | Task Name | Duration | Start | Finish |
|----|--|-------------|--------------|--------------|
| 1 | Preconstruction Meeting | 1 day | Fri 4/30/21 | Fri 4/30/21 |
| 2 | Shop Drawings Submitted, Reviewed and Returned | 38 days | Mon 5/3/21 | Wed 6/23/21 |
| 3 | Material Procurement | 12 days | Thu 6/24/21 | Fri 7/9/21 |
| 4 | Notice to Proceed | 0 days | Wed 7/21/21 | Wed 7/21/21 |
| 5 | Mobilization | 0 days | Wed 7/21/21 | Wed 7/21/21 |
| 6 | Sediment / Turbidity Barrier | 8 days | Wed 7/21/21 | Fri 7/30/21 |
| 7 | Phase I (East Side of Road) | 141.25 days | Wed 7/21/21 | Thu 3/30/23 |
| 8 | Clearing and Grubbing | 1 day | Wed 7/21/21 | Wed 7/21/21 |
| 9 | Mill Asphalt in Place (Sta. 30+00 to 63+40) | 1 day | Wed 7/21/21 | Wed 7/21/21 |
| 10 | Waterline | 441.25 days | Wed 7/21/21 | Thu 3/30/23 |
| 11 | Install New Waterline | 349.25 days | Wed 7/21/21 | Tue 11/22/22 |
| 12 | Section One Waterline Installation | 59 days | Wed 7/21/21 | Mon 10/11/21 |
| 13 | Sta. 30+50 to 30+60 | 1 day | Wed 7/21/21 | Wed 7/21/21 |
| 14 | 8" PVC | 1 day | Wed 7/21/21 | Wed 7/21/21 |
| 15 | Sta. 38+03 to 43+36 | 8 days | Thu 7/22/21 | Mon 8/2/21 |
| 16 | 12" PVC | 5 days | Thu 7/22/21 | Wed 7/28/21 |
| 17 | 6" DIP | 1 day | Thu 7/29/21 | Thu 7/29/21 |
| 18 | FH #1 & #2 | 2 days | Fri 7/30/21 | Mon 8/2/21 |
| 19 | Sta. 50+31 to 56+68 | 10 days | Tue 8/3/21 | Mon 8/16/21 |
| 20 | 12" PVC | 7 days | Tue 8/3/21 | Wed 8/11/21 |
| 21 | FH #5 | 1 day | Thu 8/12/21 | Thu 8/12/21 |
| 22 | 8" DIP | 1 day | Fri 8/13/21 | Fri 8/13/21 |
| 23 | FH #6 | 1 day | Mon 8/16/21 | Mon 8/16/21 |
| 24 | Sta. 36+60 to 37+34 | 3 days | Tue 8/17/21 | Thu 8/19/21 |
| 25 | 6" DIP | 2 days | Tue 8/17/21 | Wed 8/18/21 |
| 26 | ARV | 1 day | Thu 8/19/21 | Thu 8/19/21 |
| 27 | Sta. 43+36 to 50+31 | 37 days | Fri 8/20/21 | Mon 10/11/21 |
| 28 | 12" PVC | 7 days | Fri 8/20/21 | Mon 8/30/21 |
| 29 | FH #3 | 1 day | Tue 8/31/21 | Tue 8/31/21 |
| 30 | 8" DIP | 1 day | Wed 9/1/21 | Wed 9/1/21 |
| 31 | FH#4 | 1 day | Thu 9/2/21 | Thu 9/2/21 |
| 32 | Pressure Test and Bactees and asbuilts | 15 days | Fri 9/3/21 | Thu 9/23/21 |
| 33 | Health dept clearance | 0 days | Thu 9/23/21 | Thu 9/23/21 |
| 34 | Connect to Exist. Waterline | 5 days | Tue 9/28/21 | Mon 10/4/21 |
| 35 | Connect Services | 5 days | Tue 10/5/21 | Mon 10/11/21 |
| 36 | Section Two Waterline Installation | 317.25 days | Fri 9/3/21 | Tue 11/22/22 |
| 37 | Sta. 56+68 to 63+37 | 317.25 days | Fri 9/3/21 | Tue 11/22/22 |
| 38 | 12" PVC | 7 days | Fri 9/3/21 | Mon 9/13/21 |
| 39 | FH #7 | 1 day | Tue 9/14/21 | Tue 9/14/21 |
| 40 | 8" DIP | 1 day | Wed 9/15/21 | Wed 9/15/21 |
| 41 | FH #8 | 1 day | Thu 9/16/21 | Thu 9/16/21 |
| 42 | Pressure Test and Bactees | 15 days | Mon 1/3/22 | Fri 11/18/22 |
| 43 | Connect to Exist. Waterline | 1 day | Fri 11/18/22 | Mon 11/21/22 |
| 44 | Connect Services | 1 day | Mon 11/21/22 | Tue 11/22/22 |
| 45 | Mill Asphalt in Place (Sta. 63+40 to 79+00) | 1 day | Thu 9/16/21 | Fri 9/17/21 |
| 46 | Sta. 63+37 to 70+34 | 20 days | Fri 9/17/21 | Thu 10/14/21 |
| 47 | 12" PVC (Main) | 7 days | Fri 9/17/21 | Mon 9/27/21 |
| 48 | 6" DIP | 1 day | Tue 10/12/21 | Tue 10/12/21 |
| 49 | FH #9 | 1 day | Wed 10/13/21 | Wed 10/13/21 |
| 50 | FH #10 | 1 day | Thu 10/14/21 | Thu 10/14/21 |
| 51 | Sta. 70+34 to 76+08 | 8 days | Fri 10/15/21 | Tue 10/26/21 |
| 52 | 12" PVC | 6 days | Fri 10/15/21 | Fri 10/22/21 |
| 53 | FH #11 | 1 day | Mon 10/25/21 | Mon 10/25/21 |
| 54 | FH #12 | 1 day | Tue 10/26/21 | Tue 10/26/21 |
| 55 | Sta. 76+08 to 78+45 | 29 days | Wed 10/27/21 | Mon 12/6/21 |
| 56 | 8" PVC | 3 days | Wed 10/27/21 | Fri 10/29/21 |
| 57 | FH #13 | 1 day | Mon 11/1/21 | Mon 11/1/21 |
| 58 | Pressure Test and Bactees | 15 days | Tue 11/2/21 | Mon 11/22/21 |
| 59 | Connect to Exist. Waterline | 5 days | Tue 11/23/21 | Mon 11/29/21 |
| 60 | Connect Services | 5 days | Tue 11/30/21 | Mon 12/6/21 |
| 61 | Demo Existing Waterline | 48 days | Mon 1/23/23 | Thu 3/30/23 |
| 62 | Sta. 35+00 to East 5th Street | 4 days | Mon 1/23/23 | Fri 1/27/23 |
| 63 | East 5th Street to East 2nd Street | 5 days | Fri 1/27/23 | Fri 2/3/23 |
| 64 | East 2nd Street to Main Street | 4 days | Fri 3/24/23 | Thu 3/30/23 |
| 65 | Sanitary Sewer | 219 days | Wed 7/21/21 | Mon 5/23/22 |
| 66 | Phase I (East Side of Road) | 5 days | Wed 7/21/21 | Tue 7/27/21 |
| 67 | Existing to SS-3 | 1 day | Wed 7/21/21 | Wed 7/21/21 |
| 68 | SS-3 to SS-4 | 5 days | Wed 7/21/21 | Tue 7/27/21 |
| 69 | Phase II (West Side of Road) | 3 days | Thu 5/19/22 | Mon 5/23/22 |



| ID | Task Name | Duration | Start | Finish | Calendar | | | | | | | | | | | | | | | | | | | |
|-----|---|-------------|--------------|--------------|--------------|---|---|---|---|--------------|---|---|---|---|--------------|---|---|---|---|---|---|---|---|---|
| | | | | | Half 1, 2020 | | | | | Half 2, 2020 | | | | | Half 1, 2021 | | | | | | | | | |
| | | | | | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | M |
| 70 | Existing to SS-2 | 1 day | Thu 5/19/22 | Thu 5/19/22 | | | | | | | | | | | | | | | | | | | | |
| 71 | SS-2 to SS-1 | 2 days | Fri 5/20/22 | Mon 5/23/22 | | | | | | | | | | | | | | | | | | | | |
| 72 | Stormwater Conveyance System | 97 days? | Mon 11/1/21 | Tue 3/15/22 | | | | | | | | | | | | | | | | | | | | |
| 73 | 84" RCP (incl. S-104) (Orininal Start of 7/12/21. Actual start 11/1/21 Due to Unforeseen Permitting Delay) | 15 days | Mon 11/1/21 | Fri 11/19/21 | | | | | | | | | | | | | | | | | | | | |
| 74 | S-104 to S-103 | 3 days | Mon 11/22/21 | Wed 11/24/21 | | | | | | | | | | | | | | | | | | | | |
| 75 | S-103 to 18" Plug (S-102) | 1 day | Thu 11/25/21 | Thu 11/25/21 | | | | | | | | | | | | | | | | | | | | |
| 76 | S-103 to S-101 | 1 day | Fri 11/26/21 | Fri 11/26/21 | | | | | | | | | | | | | | | | | | | | |
| 77 | S101 to 18" Plug (S-100) | 1 day | Mon 11/29/21 | Mon 11/29/21 | | | | | | | | | | | | | | | | | | | | |
| 78 | S-104 to S-107 | 4 days | Tue 11/30/21 | Fri 12/3/21 | | | | | | | | | | | | | | | | | | | | |
| 79 | S-107 to 18" Plug (S-108) | 1 day | Mon 12/6/21 | Mon 12/6/21 | | | | | | | | | | | | | | | | | | | | |
| 80 | ATT Delay - Relocate Fiber | 8 days | Tue 12/7/21 | Thu 12/16/21 | | | | | | | | | | | | | | | | | | | | |
| 81 | S-107 to S-110 | 2 days | Fri 12/17/21 | Mon 12/20/21 | | | | | | | | | | | | | | | | | | | | |
| 82 | S-110 to 18" Plug (S-109) | 1 day | Tue 12/21/21 | Tue 12/21/21 | | | | | | | | | | | | | | | | | | | | |
| 83 | S-110 to S-113 | 3 days | Wed 12/22/21 | Fri 12/24/21 | | | | | | | | | | | | | | | | | | | | |
| 84 | S-113 to 18" Plug (S-112) | 1 day | Mon 12/27/21 | Mon 12/27/21 | | | | | | | | | | | | | | | | | | | | |
| 85 | S-113 to S-116 | 3 days | Tue 12/28/21 | Thu 12/30/21 | | | | | | | | | | | | | | | | | | | | |
| 86 | S-116 to 18" Plug (S-115) | 1 day | Fri 12/31/21 | Fri 12/31/21 | | | | | | | | | | | | | | | | | | | | |
| 87 | Pass East 5th Street | 0 days | Fri 12/31/21 | Fri 12/31/21 | | | | | | | | | | | | | | | | | | | | |
| 88 | S-116 to S-117 | 4 days | Mon 1/3/22 | Thu 1/6/22 | | | | | | | | | | | | | | | | | | | | |
| 89 | S-117 to S-119 | 2 days | Fri 1/7/22 | Mon 1/10/22 | | | | | | | | | | | | | | | | | | | | |
| 90 | S-119 to 18" Plug (S-118) | 1 day | Tue 1/11/22 | Tue 1/11/22 | | | | | | | | | | | | | | | | | | | | |
| 91 | Existing Utility Conflict Resolution/Re-Design (SS & Drainage) | 120 days | Wed 1/12/22 | Tue 6/28/22 | | | | | | | | | | | | | | | | | | | | |
| 92 | Existing Utility CO Approval Est TBD | 1 day | Wed 6/29/22 | Wed 6/29/22 | | | | | | | | | | | | | | | | | | | | |
| 93 | Existing Utility Structure Submittal and Fabrication | 30 days | Thu 6/30/22 | Wed 8/10/22 | | | | | | | | | | | | | | | | | | | | |
| 94 | Support Existing Unmarked Drainage | 3 days | Thu 8/11/22 | Mon 8/15/22 | | | | | | | | | | | | | | | | | | | | |
| 95 | S-119 to S-123 | 2 days | Wed 2/23/22 | Tue 8/16/22 | | | | | | | | | | | | | | | | | | | | |
| 96 | S-123 to 18" Plug (S-122) | 1 day | Wed 9/14/22 | Wed 9/14/22 | | | | | | | | | | | | | | | | | | | | |
| 97 | S-123 to S-124 | 4 days | Thu 9/15/22 | Tue 9/20/22 | | | | | | | | | | | | | | | | | | | | |
| 98 | S-124 to S-126 | 1 day | Wed 9/21/22 | Wed 9/21/22 | | | | | | | | | | | | | | | | | | | | |
| 99 | S-126 to 18" Plug (S-125) | 1 day | Thu 9/22/22 | Thu 9/22/22 | | | | | | | | | | | | | | | | | | | | |
| 100 | S-126 to S-127 | 4 days | Fri 9/23/22 | Wed 9/28/22 | | | | | | | | | | | | | | | | | | | | |
| 101 | S-127 to S-129 | 1 day | Thu 9/29/22 | Thu 9/29/22 | | | | | | | | | | | | | | | | | | | | |
| 102 | S-129 to 18" Plug (S-128) | 1 day | Tue 3/15/22 | Fri 9/30/22 | | | | | | | | | | | | | | | | | | | | |
| 103 | S-129 to S-131 | 2 days | Wed 3/16/22 | Fri 9/30/22 | | | | | | | | | | | | | | | | | | | | |
| 104 | S-131 to 18" Plug (S-130) | 1 day | Fri 9/30/22 | Mon 10/3/22 | | | | | | | | | | | | | | | | | | | | |
| 105 | S-131 to S-132 | 4 days | Mon 10/3/22 | Fri 10/7/22 | | | | | | | | | | | | | | | | | | | | |
| 106 | S-132 to S-134 | 3 days | Fri 3/25/22 | Mon 10/10/22 | | | | | | | | | | | | | | | | | | | | |
| 107 | S-134 to 18" Plug (S-133) | 1 day | Mon 10/10/22 | Tue 10/11/22 | | | | | | | | | | | | | | | | | | | | |
| 108 | Pass East 2nd Street | 0 days | Tue 10/11/22 | Tue 10/11/22 | | | | | | | | | | | | | | | | | | | | |
| 109 | S-134 to S-136 | 2 days | Tue 10/11/22 | Thu 10/13/22 | | | | | | | | | | | | | | | | | | | | |
| 110 | S-136 to S-137 | 1 day | Thu 10/13/22 | Fri 10/14/22 | | | | | | | | | | | | | | | | | | | | |
| 111 | S-136 to 18" Plug (S-135) | 1 day | Fri 10/14/22 | Mon 10/17/22 | | | | | | | | | | | | | | | | | | | | |
| 112 | S-136 to S-138 | 2 days | Mon 10/17/22 | Wed 10/19/22 | | | | | | | | | | | | | | | | | | | | |
| 113 | S-138 to S-139 | 2 days | Wed 10/19/22 | Fri 10/21/22 | | | | | | | | | | | | | | | | | | | | |
| 114 | S-139 to S-141 | 2 days | Fri 10/21/22 | Tue 10/25/22 | | | | | | | | | | | | | | | | | | | | |
| 115 | S-141 to S-142 | 1 day | Tue 10/25/22 | Wed 10/26/22 | | | | | | | | | | | | | | | | | | | | |
| 116 | S-141 to 18" Plug (S-140) | 1 day | Wed 10/26/22 | Thu 10/27/22 | | | | | | | | | | | | | | | | | | | | |
| 117 | S-141 to S-143 | 1 day | Thu 10/27/22 | Fri 10/28/22 | | | | | | | | | | | | | | | | | | | | |
| 118 | S-143 to 18" Plug (S-144) | 1 day | Fri 10/28/22 | Mon 10/31/22 | | | | | | | | | | | | | | | | | | | | |
| 119 | S-143 to S-146 | 2 days | Mon 10/31/22 | Wed 11/2/22 | | | | | | | | | | | | | | | | | | | | |
| 120 | S-146 to 18" Plug (S-145) | 1 day | Wed 11/2/22 | Thu 11/3/22 | | | | | | | | | | | | | | | | | | | | |
| 121 | S-146 to S-148 | 4 days | Thu 11/3/22 | Wed 11/9/22 | | | | | | | | | | | | | | | | | | | | |
| 122 | S-148 to 18" Plug (S-147) | 1 day | Wed 11/9/22 | Thu 11/10/22 | | | | | | | | | | | | | | | | | | | | |
| 123 | S-148 to S-150 | 4 days | Thu 11/10/22 | Wed 11/16/22 | | | | | | | | | | | | | | | | | | | | |
| 124 | S-150 to 18" Plug (S-149) | 1 day | Wed 11/16/22 | Thu 11/17/22 | | | | | | | | | | | | | | | | | | | | |
| 125 | Roadway (East 7th Street to East 5th Street) | 241.75 days | Tue 12/21/21 | Wed 11/23/22 | | | | | | | | | | | | | | | | | | | | |
| 126 | Dig out and Rock | 9 days | Tue 12/21/21 | Fri 12/31/21 | | | | | | | | | | | | | | | | | | | | |
| 127 | Finish Grade Curb Pad | 2 days | Mon 1/3/22 | Thu 11/17/22 | | | | | | | | | | | | | | | | | | | | |
| 128 | Pour Curb | 2 days | Wed 1/5/22 | Thu 11/17/22 | | | | | | | | | | | | | | | | | | | | |
| 129 | Install 2nd Lift of Rock | 1 day | Fri 1/7/22 | Fri 1/7/22 | | | | | | | | | | | | | | | | | | | | |
| 130 | Prep 6" Concrete Drives | 1 day | Mon 1/10/22 | Thu 11/17/22 | | | | | | | | | | | | | | | | | | | | |
| 131 | Pour 6" Concrete Drives | 2 days | Tue 1/11/22 | Thu 11/17/22 | | | | | | | | | | | | | | | | | | | | |
| 132 | Prep 4" Concrete Sidewalk | 4 days | Tue 1/11/22 | Fri 11/18/22 | | | | | | | | | | | | | | | | | | | | |
| 133 | Pour 4" Concrete Sidewalk | 7 days | Thu 1/13/22 | Fri 11/18/22 | | | | | | | | | | | | | | | | | | | | |
| 134 | Install 1st Lift Asphalt | 1 day | Mon 1/17/22 | Mon 1/17/22 | | | | | | | | | | | | | | | | | | | | |
| 135 | Prep for Sod | 4 days | Wed 1/19/22 | Mon 11/21/22 | | | | | | | | | | | | | | | | | | | | |
| 136 | Install Sod | 2 days | Mon 11/21/22 | Wed 11/23/22 | | | | | | | | | | | | | | | | | | | | |

Project: 20037 Barfield Hwy
 Date: Tue 6/7/22

Task Milestone Summary Critical

| ID | Task Name | Duration | Start | Finish | Gantt Chart | | | | | | | | | | | | | | | | | | | |
|-----|--|----------|--------------|--------------|--------------|--------------|--------------|--------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Half 1, 2020 | Half 2, 2020 | Half 1, 2021 | Half 2, 2021 | | | | | | | | | | | | | | | | |
| | | | | | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S |
| 205 | Roadway (East 5th Street to East 2nd Street) | 45 days | Thu 11/17/22 | Thu 1/19/23 | | | | | | | | | | | | | | | | | | | | |
| 206 | Dig out and Rock | 15 days | Thu 11/17/22 | Thu 12/8/22 | | | | | | | | | | | | | | | | | | | | |
| 207 | Finish Grade Curb Pad | 4 days | Thu 12/8/22 | Wed 12/14/22 | | | | | | | | | | | | | | | | | | | | |
| 208 | Pour Curb | 6 days | Fri 12/9/22 | Mon 12/19/22 | | | | | | | | | | | | | | | | | | | | |
| 209 | Install 2nd Lift of Rock | 2 days | Mon 12/19/22 | Wed 12/21/22 | | | | | | | | | | | | | | | | | | | | |
| 210 | Prep 6" Concrete Drives | 4 days | Mon 12/19/22 | Fri 12/23/22 | | | | | | | | | | | | | | | | | | | | |
| 211 | Pour 6" Concrete Drives | 4 days | Tue 12/20/22 | Mon 12/26/22 | | | | | | | | | | | | | | | | | | | | |
| 212 | Prep 4" Concrete Sidewalk | 4 days | Fri 12/23/22 | Thu 12/29/22 | | | | | | | | | | | | | | | | | | | | |
| 213 | Pour 4" Concrete Sidewalk | 10 days | Mon 12/26/22 | Mon 1/9/23 | | | | | | | | | | | | | | | | | | | | |
| 214 | Finish Grade Rock | 2 days | Mon 1/9/23 | Wed 1/11/23 | | | | | | | | | | | | | | | | | | | | |
| 215 | Install 1st Lift Asphalt | 1 day | Wed 1/11/23 | Thu 1/12/23 | | | | | | | | | | | | | | | | | | | | |
| 216 | Prep for Sod | 4 days | Thu 1/12/23 | Wed 1/18/23 | | | | | | | | | | | | | | | | | | | | |
| 217 | Install Sod | 2 days | Tue 1/17/23 | Thu 1/19/23 | | | | | | | | | | | | | | | | | | | | |
| 218 | Roadway (East 2nd Street to Main Street) | 31 days | Wed 1/18/23 | Thu 3/2/23 | | | | | | | | | | | | | | | | | | | | |
| 219 | Dig out and Rock | 9 days | Wed 1/18/23 | Tue 1/31/23 | | | | | | | | | | | | | | | | | | | | |
| 220 | Finish Grade Curb Pad | 3 days | Tue 1/31/23 | Fri 2/3/23 | | | | | | | | | | | | | | | | | | | | |
| 221 | Pour Curb | 3 days | Wed 2/1/23 | Mon 2/6/23 | | | | | | | | | | | | | | | | | | | | |
| 222 | Install 2nd Lift of Rock | 1 day | Mon 2/6/23 | Tue 2/7/23 | | | | | | | | | | | | | | | | | | | | |
| 223 | Prep 6" Concrete Drives | 1 day | Mon 2/6/23 | Tue 2/7/23 | | | | | | | | | | | | | | | | | | | | |
| 224 | Pour 6" Concrete Drives | 1 day | Tue 2/7/23 | Wed 2/8/23 | | | | | | | | | | | | | | | | | | | | |
| 225 | Prep 4" Concrete Sidewalk | 6 days | Tue 2/7/23 | Wed 2/15/23 | | | | | | | | | | | | | | | | | | | | |
| 226 | Pour 4" Concrete Sidewalk | 8 days | Wed 2/8/23 | Mon 2/20/23 | | | | | | | | | | | | | | | | | | | | |
| 227 | Finish Grade Rock | 2 days | Mon 2/20/23 | Wed 2/22/23 | | | | | | | | | | | | | | | | | | | | |
| 228 | Install 1st Lift Asphalt | 1 day | Wed 2/22/23 | Thu 2/23/23 | | | | | | | | | | | | | | | | | | | | |
| 229 | Prep for Sod | 4 days | Thu 2/23/23 | Wed 3/1/23 | | | | | | | | | | | | | | | | | | | | |
| 230 | Install Sod | 2 days | Tue 2/28/23 | Thu 3/2/23 | | | | | | | | | | | | | | | | | | | | |
| 231 | Asphalt (Final Lift) | 10 days | Thu 3/2/23 | Thu 3/16/23 | | | | | | | | | | | | | | | | | | | | |
| 232 | Striping | 10 days | Thu 3/30/23 | Thu 4/13/23 | | | | | | | | | | | | | | | | | | | | |
| 233 | Substantial Completion | 0 days | Thu 4/13/23 | Thu 4/13/23 | | | | | | | | | | | | | | | | | | | | |
| 234 | Punchlist | 22 days | Thu 4/13/23 | Mon 5/15/23 | | | | | | | | | | | | | | | | | | | | |
| 235 | Final Completion | 0 days | Mon 5/15/23 | Mon 5/15/23 | | | | | | | | | | | | | | | | | | | | |

Entitlement Analysis

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

Re: Roadway Revision #2

Description & Analysis:

This Change Order is written to incorporate into the contract Roadway Revisions #2, dated 12/23/21. It will also compensate the contractor for additional drainage work due to an unforeseen drainage pipe coming from 4th Street.

Issue: Unforeseen Drainage Pipe, Roadway Revision #2 (RFI #12 and #17)

The contractor encountered an existing drainage pipe while constructing the trunkline at station 50+30 Rt and issued RFI #12 about it. In his response to RFI #12, the EOR directed to construct structure S-123A to connect this pipe into the new drainage system’s trunkline. The contractor immediately proceeded to fabricate the structure as directed. Later, when attempting to commence construction on the sanitary sewer line, a conflict was found between an AT&T duct bank and the proposed sanitary sewer. The contractor issued RFI #17 about this new conflict. In his response to RFI #17, the design was amended by the EOR to move the sewer line to avoid the duct bank. This change also impacted the previous drainage solution from RFI #12: drainage inlet S-123A was no longer a viable solution along the East side of the roadway. The EOR directed to use a type 8 manhole structure instead, S-123B, in the roadway to connect the existing drainpipe from 4th Street.

The contractor is entitled for the fabrication cost of unused S-123A and for the new manhole structure S-123B to be supplied and installed. There is no pay item in the contract to compensate the contractor for this type 8 manhole.

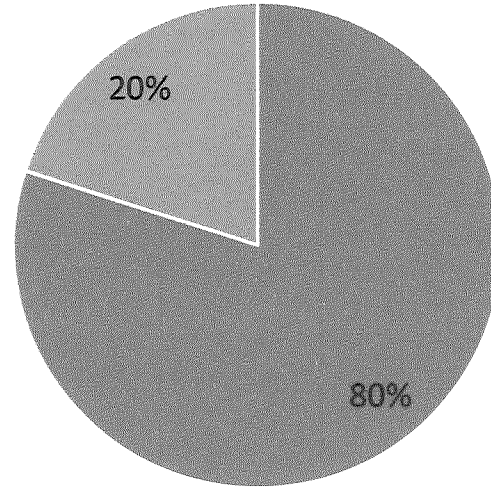
44 days are granted with this Change Order per the May Schedule Update included in the contractor’s proposal.

The Contractor is 100% entitled to \$27,842.29 to perform the additional work, including additional supervisory time for the schedule delay.



Robert Audette, P.E.
Sr. Project Engineer

ARPA Revenue Allocations



■ Home/Business Rehabilitation Grant Program ■ Community-Wide Revitalization

Home/Business Rehabilitation Grant Program Type of Repairs

- Roof
- Windows
- Doors
- Ramps
- HVAC
- Fence
- Electrical
- Plumbing
- Backflow
- Other Needs determined by Grantee

Community-Wide Revitalization

- Sidewalks
- Resurfacing of roads
- Drainage
- Street Signs

| AMERICAN RECOVERY ACT ALLOCATION | | | | | |
|--|----------|----------|--------------------|--------------------|---------------------|
| | Category | Selected | Year 1 | Proposed Year 2 | Amount Available |
| ARPA Revenues by annual allocation | | | \$1,581,445 | \$1,581,445 | \$3,162,890 |
| Priorities | | | | | |
| Public Service | | | | | |
| Senior Assistance | | | | | |
| Veterans Assistance | | | | | |
| Underserved Residents (120% of median Income/80%/50%/30% based upon HUD Guidelines) | | | | | |
| Assistance for Residents not meeting above criteria - programing guidelines to be developed | | | | | |
| Community-Wide | | | | | |
| Streets/Sidewalks/Curbs & Gutters/Street Signs/Paint Intersection Stop Line/Crosswalks | | | \$100,000 | | \$3,062,890 |
| Clean out storm drains and replace storm drain covers | | | \$40,000 | | \$3,022,890 |
| Marina Docks C, D & E repairs | | | \$475,000 | | \$2,547,890 |
| Marina and Campground - Wifi to all slips and throughout RV Park | | | | \$5,000 | \$2,542,890 |
| Campground Improvements - upgrades to RV lots including electric, water, sewer, etc | | | | \$20,000 | \$2,522,890 |
| Cemetery - Software Update, Marquee Sign | | | | \$30,000 | \$2,492,890 |
| Homeowners Assistance Programs - Utilities and Weatherization(repairs, updates | | | \$25,000 | \$35,000 | \$2,432,890 |
| PBSO Annual Contract Payment | | | \$565,502 | \$565,502 | \$1,301,886 |
| Backflow Preventor Program | | | \$30,000 | | \$1,271,886 |
| Annexation/DeAnnexation | | | \$30,000 | \$15,000 | \$1,226,886 |
| Business Retention/Recruitment and Tourism Marketing program | | | \$15,000 | \$15,000 | \$1,196,886 |
| In-fill and Housing Rehabilitation | | | \$25,000 | \$25,000 | \$1,146,886 |
| Economic Development Incentives | | | \$10,000 | \$10,000 | \$1,126,886 |
| City Properties | | | | | |
| Repair/Replace/Construct ADA compliant ramps | | | \$15,000 | \$15,000 | \$1,096,886 |
| Purchase and install a digital sign at City Hall and Marina to inform public of meetings, city events and public notices | | | \$25,000 | | \$1,071,886 |

| | | | | | | |
|---|--|--|-----------|----------|-------------|--|
| Implement online payment processing system for all City programs and permitting processes | | | \$7,500 | | \$1,064,386 | |
| Update/Revise City website to be more user and mobile friendly while retaining ADA accessibility requirements | | | \$7,500 | | \$1,056,886 | |
| Community Garden | | | \$4,500 | \$2,500 | \$1,049,886 | |
| | | | | | \$1,049,886 | |
| Parks and Recreation | | | | | \$1,049,886 | |
| Splash Pad | | | \$80,000 | | \$969,886 | |
| Sports Complex | | | | \$50,000 | \$919,886 | |
| Bicycle Pathways - Green Paint to designate | | | | \$30,000 | \$889,886 | |
| Commissioners Park | | | \$15,000 | | \$874,886 | |
| Martin Luther King Park - Walking-Jogging | | | \$15,000 | | \$859,886 | |
| | | | \$30,000 | | \$829,886 | |
| | | | | | | |
| Wayfinding Signage - Unified look and standards throughout community for all buildings/property/attractions | | | \$25,000 | | \$804,886 | |
| | | | | | \$804,886 | |
| Master Plans | | | \$60,000 | \$60,000 | \$684,886 | |
| Comprehensive Plan/EAR | | | | | \$684,886 | |
| Parks | | | | | \$684,886 | |
| Utilities | | | | | \$684,886 | |
| Planning and Zoning | | | | | \$684,886 | |
| Citizens | | | | | \$684,886 | |
| | | | | | \$684,886 | |
| GIS Overlay Maps | | | \$7,500 | \$7,500 | \$669,886 | |
| | | | | | | |
| Technology/Smart City | | | | | \$669,886 | |
| Electric Vehicle Charging Stations - City Parks/Marina & Campground/City Hall/Gymnasium/Sports Complex | | | | \$10,000 | \$659,886 | |
| RFID entry systems for city complexes and employee T&A | | | \$12,000 | | \$647,886 | |
| City Records Storage - Current and Future | | | \$20,000 | \$20,000 | \$607,886 | |
| | | | | | | |
| Vehicles and Equipment | | | | | \$607,886 | |
| 4x4 SUV Replacement vehicles for City Fleet x 2 | | | | \$45,000 | \$562,886 | |
| 1/2 ton crew cab pick-up trucks to replace aging City Fleet vehicles x 3 | | | \$50,000 | \$25,000 | \$487,886 | |
| 3/4 ton pick-up truck to replace aging City fleet vehicle x 1 | | | \$38,000 | | \$449,886 | |
| 15 passenger Cargo Van | | | | \$28,000 | \$421,886 | |
| Clam Truck for Public Works Dept Fleet | | | \$180,000 | | \$241,886 | |
| Complete repairs and certification testing of PW Fleet bucket truck | | | \$25,000 | | \$216,886 | |
| 42-55 HP tractor with 60-72 inch brushhog mower | | | \$50,000 | | \$166,886 | |
| Backhoe | | | \$135,000 | | \$31,886 | |
| Gator x 4 | | | \$30,000 | | \$1,886 | |
| | | | | | | |
| TOTAL | | | | | \$1,886 | |
| | | | | | | |
| Total Available Funding American Rescue | | | | | \$1,886 | |
| | | | | | | |

| | | | | | | |
|--------------------------|--|--|--|--|---------|--|
| Unallocated Funds | | | | | | |
| | | | | | \$1,886 | |
| | | | | | | |

| Priorities | Community Input | | | | | |
|--|-----------------------|-----------------------|--------------|--------------|----------|----------|
| | | | 1st Total | 2nd Total | Date 1st | Date 2nd |
| ARPA ANNUAL INCOME | \$1,581,445.00 | \$1,581,445.00 | | | | |
| Public Service | 10% | 10% | \$158,145.00 | \$158,145.00 | | |
| Senior Assistance | 3% | 3% | | | | |
| Veterans Assistance | 2% | 2% | | | | |
| Underserved Residents (120% of median Income/80%/50%/30% based upon HUD Guidelines) | 3% | 3% | | | | |
| Assistance for Residents not meeting above criteria - programing guidelines to be developed | 2% | 2% | | | | |
| Community-Wide (city decide) | 25% | 25% | \$395,361.00 | \$395,361.00 | | |
| Streets/Sidewalks/Curbs & Gutters/ Street Signs/Paint Intersection Stop Line/ Crosswalks | | | | | | |
| Clean out storm drains and replace storm drain covers | | | | | | |
| Marina Docks C, D & E repairs | | | | | | |
| Marina and Campground - Wifi to all slips and throughout RV Park | | | | | | |
| Campground Improvements - upgrades to RV lots including electric, water, sewer, etc | | | | | | |
| Cemetery - Software Update, Marquee Sign | | | | | | |
| Homeowners Assistance Programs - Utilities and Weatherization(repairs, updates | | | | | | |
| PBSO Annual Contract Payment | | | | | | |
| Backflow Preventor Program | | | | | | |
| Annexation/DeAnnexation | | | | | | |
| Business Retention/Recruitment and Tourism Marketing program | | | | | | |
| In-fill and Housing Rehabilitation | | | | | | |
| Economic Development Incentives | | | | | | |
| | | | | | | |
| City Properties | 10% | 10% | \$158,145.00 | \$158,145.00 | | |
| Repair/Replace/Construct ADA compliant ramps | 2% | 2% | | | | |
| Purchase and install a digital sign at City Hall and Marina to inform public of meetings, city events and public notices | 3% | 3% | | | | |
| Implement online payment processing system for all City programs and permitting processes | 2% | 2% | | | | |
| Update/Revise City website to be more user and mobile friendly while retaining ADA accessibility requirements | 2% | 2% | | | | |
| Community Garden | 1% | 1% | | | | |
| | | | | | | |

| | | | | | | |
|---|------------|------------|--------------|--------------|--|--|
| Parks and Recreation | 12% | 12% | \$189,773.00 | \$189,773.00 | | |
| Splash Pad | 2% | 2% | | | | |
| Sports Complex | 2% | 2% | | | | |
| Unify Parks (4) signs/gates fencing | 2% | 2% | | | | |
| Bicycle Pathways - Green Paint to designate | 2% | 2% | | | | |
| Commissioners Park | 2% | 2% | | | | |
| Martin Luther King Park - Walking-Jogging Path/Trails | 3% | 3% | | | | |
| | | | | | | |
| Wayfinding Signage - Unified look and standards throughout community for all buildings/property/attractions | 2% | 2% | | | | |
| | | | | | | |
| Master Plans | 13% | 13% | \$205,588.00 | \$205,588.00 | | |
| Comprehensive Plan/EAR | 2% | 2% | | | | |
| Parks | 2% | 2% | | | | |
| Utilities | 2% | 2% | | | | |
| Planning and Zoning | 2% | 2% | | | | |
| Citizens | 3% | 3% | | | | |
| GIS Overlay Maps | 2% | 2% | | | | |
| Community Health Fair | | | | | | |
| Technology/Smart City | 5% | 5% | \$79,072.00 | \$79,072.00 | | |
| Electric Vehicle Charging Stations - City Parks/Marina & Campground/City Hall/Gymnasium/Sports Complex | 2% | 2% | | | | |
| RFID entry systems for city complexes and employee T&A | 2% | 2% | | | | |
| City Records Storage - Current and Future | 1% | 1% | | | | |
| | | | | | | |
| Vehicles and Equipment(City decide) | 25% | 25% | \$395,361.00 | \$395,361.00 | | |
| 4x4 SUV Replacement vehicles for City Fleet x 2 | | | | | | |
| 1/2 ton crew cab pick-up trucks to replace aging City Fleet vehicles x 3 | | | | | | |
| 3/4 ton pick-up truck to replace aging City fleet vehicle x 1 | | | | | | |
| 15 passenger Cargo Van | | | | | | |
| Clam Truck for Public Works Dept Fleet | | | | | | |
| Complete repairs and certification testing of PW Fleet bucket truck | | | | | | |
| 42-55 HP tractor with 60-72 inch brushhog mower | | | | | | |
| Backhoe | | | | | | |
| Gator x 4 | | | | | | |

| | | | | | | |
|--------------|------|------|----------------|--------------|--|--|
| | | | | | | |
| TOTAL | 100% | 100% | \$1,581,445.00 | \$1581445.00 | | |
| | | | | | | |

The guideline states: Funds must be used for cost that incurred on or after March 3, 2021. Further, cost must be obligated by December 31, 2024, and expended by December 31, 2026.

This is my list of suggestions to spend ARPA Money

| Item # | Suggestion | Rational | Percentage |
|--------|---|---|------------|
| 1 | COVID Equipment for the City | Purchasing COVID equipment for the city buildings. Touchless sinks, touchless paper towel dispensers, touchless soap dispensers, Air purifiers, UV Lights, Face pro Facial IRT Facial Recognition with Time Clock and Temperature Detection body scan machine | |
| 2 | <p>Provide air purifiers, UV lights or touchless individual soap dispenser for families.</p> <p>Assist in medical expenses unreimbursed expenses for medical care for COVID 19 treatment out of pocket expenses.</p> <p>Assist in burial deaths due to COVID 19. Person applying must provide documentation from a licensed funeral home service showing their incurred out of pocket expenses for burial due to COVID 19.</p> <p>Home Repair & home weatherization</p> | <p>Assist in the spread of the virus in the home</p> <p>To assist with incurred medical cost due to the pandemic. Person applying must provide documentation of unreimbursed medical bills they paid for out of pocket due to COVID 19 for themselves. They had to be their husband, wife, child/ren, grandparents' mother-in law, or father-in law. (page 15)</p> <p>To assist families that have buried loved ones due to COVID 19. Person applying must provide documentation from a licensed funeral home service showing their incurred out of pocket expenses for the burial due to COVID 19. They had to be their husband, wife, child/ren, gran parents' mother-in law, or father-in law. (page 15)</p> <p>Any repairs that meet the COVID 19 Guidelines. (page 18)</p> | |
| 3 | Street lighting throughout the city | By installing street lights throughout the city, it will support long term growth and opportunity for the city. Page 4 & 7 | |
| 4 | All Marino spots be repaired and operational including loading docks | By repairing all the slots, it will build a strong resilient and equitable recovery by improving infrastructure and making this investment will support long term growth and opportunity for the Marino and the city. Page 4 & 7 | |
| 5 | Equipment for the cemetery | Purchasing new equipment due to increase of COVID deaths. Purchasing and investing in new equipment will build a strong resilient and equitable recovery by improving infrastructure that will support long term growth and opportunity for the cemetery. Page 4 | |

Continuation of my list of suggestions to spend ARPA Money

| Item # | Suggestion | Rational | Percentage |
|--------|--|--|------------|
| 6 | Equipment for public works including Digital Signage | Loss of revenue from city due to decrease of revenue due to COVID (permits). To improve infrastructure throughout the city (roads repair pot holes) It will build a strong resilient and equitable recovery by making this investment that will support long term growth and opportunity for the city. Page 4 | |
| 7 | Drainage Covers | Purchasing and investing in drainage covers will build a strong resilient and equitable recovery by improving infrastructure that will support long term growth and opportunity for the city. Page 4 | |
| 8 | Street/Sidewalks repairs | By repairing street & sidewalks, it will build a strong resilient and equitable recovery by improving infrastructure and making this investment will support long term growth and opportunity for the city. Page 4 & 7 | |
| 9 | WIFI Marino | Providing affordable access to broadband internet will build a strong resilient and equitable recovery by making this investment that will support long term growth and opportunity for the Marino and the city. Page 4 | |

| AMERICAN RECOVERY ACT ALLOCATION | | | |
|--|-------------|-------------|-------------|
| | | Proposed | Amount |
| | Year 1 | Year 2 | Available |
| ARPA Revenues by annual allocation | \$1,581,445 | \$1,581,445 | \$3,162,890 |
| Spending Priorities | | | |
| Community-Wide | | | |
| Streets/Sidewalks/Curbs & Gutters/Street Signs/Paint Intersection Stop Line/Crosswalks | \$100,000 | | \$3,062,890 |
| Clean out storm drains and replace storm drain covers | \$40,000 | | \$3,022,890 |
| Marina Docks C, D & E repairs | \$475,000 | | \$2,547,890 |
| Marina and Campground - Wifi to all slips and throughout RV Park | | \$5,000 | \$2,542,890 |
| Campground Improvements - upgrades to RV lots including electric, water, sewer, etc | | \$20,000 | \$2,522,890 |
| Cemetery - Software Update, Marquee Sign | | \$30,000 | \$2,492,890 |
| Homeowners Assistance Programs - Utilities and Weatherization(repairs, updates | \$25,000 | \$35,000 | \$2,432,890 |
| PBSO Annual Contract Payment | \$565,502 | \$565,502 | \$1,301,886 |
| Backflow Preventor Program | \$30,000 | | \$1,271,886 |
| Annexation/DeAnnexation | \$30,000 | \$15,000 | \$1,226,886 |
| Business Retention/Recruitment and Tourism Marketing program | \$15,000 | \$15,000 | \$1,196,886 |
| In-fill and Housing Rehabilitation | \$25,000 | \$25,000 | \$1,146,886 |
| Economic Development Incentives | \$10,000 | \$10,000 | \$1,126,886 |
| | | | |

| AMERICAN RECOVERY ACT ALLOCATION | | | |
|--|--------------------|--------------------|--------------------|
| | | Proposed | Amount |
| | Year 1 | Year 2 | Available |
| ARPA Revenues by annual allocation | \$1,581,445 | \$1,581,445 | \$3,162,890 |
| City Properties | | | \$1,126,886 |
| Repair/Replace/Construct ADA compliant ramps | \$15,000 | \$15,000 | \$1,096,886 |
| Purchase and install a digital sign at City Hall and Marina to inform public of meetings, city events and public notices | \$25,000 | | \$1,071,886 |
| Implement online payment processing system for all City programs and permitting processes | \$7,500 | | \$1,064,386 |
| Update/Revise City website to be more user and mobile friendly while retaining ADA accessibility requirements | \$7,500 | | \$1,056,886 |
| Community Garden | \$4,500 | \$2,500 | \$1,049,886 |
| | | | \$1,049,886 |
| Parks and Recreation | | | \$1,049,886 |
| Splash Pad | \$80,000 | | \$969,886 |
| Sports Complex | | \$50,000 | \$919,886 |
| Unify Parks (4) signs/gates fencing | | \$30,000 | \$889,886 |
| Bicycle Pathways - Green Paint to designate | \$15,000 | | \$874,886 |
| Commissioners Park | \$15,000 | | \$859,886 |
| Martin Luther King Park - Walking-Jogging Path/Trails | \$30,000 | | \$829,886 |
| | | | |
| Wayfinding Signage - Unified look and standards throughout community for all buildings/property/attractions | \$25,000 | | \$804,886 |
| | | | \$804,886 |

| AMERICAN RECOVERY ACT ALLOCATION | | | |
|--|--------------------|--------------------|--------------------|
| | | Proposed | Amount |
| | Year 1 | Year 2 | Available |
| ARPA Revenues by annual allocation | \$1,581,445 | \$1,581,445 | \$3,162,890 |
| Master Plans | \$60,000 | \$60,000 | \$684,886 |
| Comprehensive Plan/EAR | | | \$684,886 |
| Parks | | | \$684,886 |
| Utilities | | | \$684,886 |
| Planning and Zoning | | | \$684,886 |
| Citizens | | | \$684,886 |
| | | | \$684,886 |
| GIS Overlay Maps | \$7,500 | \$7,500 | \$669,886 |
| | | | |
| Technology/Smart City | | | \$669,886 |
| Electric Vehicle Charging Stations - City Parks/Marina & Campground/City Hall/Gymnasium/Sports Complex | | \$10,000 | \$659,886 |
| RFID entry systems for city complexes and employee T&A | \$12,000 | | \$647,886 |
| City Records Storage - Current and Future | \$20,000 | \$20,000 | \$607,886 |
| | | | |

| AMERICAN RECOVERY ACT ALLOCATION | | | |
|--|-------------|-------------|-------------|
| | | Proposed | Amount |
| | Year 1 | Year 2 | Available |
| ARPA Revenues by annual allocation | \$1,581,445 | \$1,581,445 | \$3,162,890 |
| Vehicles and Equipment | | | \$607,886 |
| 4x4 SUV Replacement vehicles for City Fleet x 2 | | \$45,000 | \$562,886 |
| 1/2 ton crew cab pick-up trucks to replace aging City Fleet vehicles x 3 | \$50,000 | \$25,000 | \$487,886 |
| 3/4 ton pick-up truck to replace aging City fleet vehicle x 1 | \$38,000 | | \$449,886 |
| 15 passenger Cargo Van | | \$28,000 | \$421,886 |
| Clam Truck for Public Works Dept Fleet | \$180,000 | | \$241,886 |
| Complete repairs and certification testing of PW Fleet bucket truck | \$25,000 | | \$216,886 |
| 42-55 HP tractor with 60-72 inch brushhog mower | \$50,000 | | \$166,886 |
| Backhoe | \$135,000 | | \$31,886 |
| Gator x 4 | \$30,000 | | \$1,886 |
| | | | |
| TOTAL | | | \$1,886 |
| | | | |
| Total Available Funding American | | | \$1,886 |
| | | | |
| Unallocated Funds | | | |
| | | | \$1,886 |

| City of Pahokee - American Resuce Plan Act (ARPA) | FY22 | FY23 | FY24 | FY25 | Totals |
|--|-----------|-----------|-----------|-----------|--------------------|
| Covid Reimbursement - Pahokee residents limited to 5 per household | | | | | \$0 |
| \$150 per person - First 3,000 Pahokee residences | \$0 | \$225,000 | \$112,500 | \$112,500 | \$450,000 |
| Business Grant up to first 100 Pahokee businesses next 3 years, \$5,000 each | \$0 | \$250,000 | \$125,000 | \$125,000 | \$500,000 |
| Home Improvement/Repair for the first 100 Pahokee home owners, \$5,000 each | \$0 | \$250,000 | \$125,000 | \$125,000 | \$500,000 |
| Road Entry way signs (2)/Vehicle chargers (4) | | \$92,000 | | | \$92,000 |
| *PBSO | | \$585,000 | \$585,000 | | \$1,170,000 |
| Hurricane Preparedness | \$15,000 | \$15,000 | \$15,000 | \$0 | \$45,000 |
| City Equip. Includes Cemetry | \$138,000 | \$177,000 | \$0 | \$0 | \$315,000 |
| Covid Management & Prevention | \$10,000 | \$20,000 | \$0 | \$0 | \$30,000 |
| New City Hall - Digital Marquee | | \$30,000 | | | \$30,000 |
| Sports Complex | | \$30,000 | | | \$30,000 |
| ARPA spending total | | | | | \$3,162,000 |
| | | 3162890 | | | \$890 \$3,162,000 |
| | | | | | |
| *Prepaid Services | | | | | |
| Marina & Campground Complex | \$100,000 | \$192,500 | \$292,500 | | \$585,000 |
| Streets, Roads & Sidewalks | | \$292,500 | \$292,500 | | \$585,000 |
| **Note: Operating guidelines for the program to be prepared by staff | | | | | \$1,170,000 |

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: _____

LEASE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND THE EVERGLADES PREPARATORY ACADEMY

THIS LEASE is made by and between The City of Pahokee, a Florida Municipal Corporation, together with its successors and assigns, herein after collectively referred to as "Landlord," and Everglades Preparatory Academy, Inc., a Florida Non Profit Corporation, herein after referred to as "Tenant."

WHEREAS, the City of Pahokee is the owner of certain real property, commonly known as "Old Pahokee High School"; and

WHEREAS, Everglades Preparatory Academy, Inc. ("Everglades") intends to operate a charter school in the City of Pahokee, and desires to lease space at the Old Pahokee High School for the operation of its charter school;

WHEREAS, the City of Pahokee desires to assist in providing quality education to its residents and thereby desires to lease space to Everglades for the purpose of operating a charter school;

WHEREAS, the parties recognize that the Old Pahokee High School is in need of repair, and that the City of Pahokee cannot afford to make the needed repairs;

WHEREAS, for the first five years, the City will charge a nominal rent to Everglades in exchange for making improvements to the building;

THEREFORE, the parties agree as follows:

1. CERTAIN LEASE PROVISIONS.

The description and amounts set forth below are qualified by their usage elsewhere in this Lease, including those sections referred to in parentheses following such descriptions:

- 1.1 Tenant's address and telephone number:
Tenant Name: Everglades Preparatory Academy.
Address: 541 East Main Street, Pahokee, Florida 33476.
Telephone: (561) 924-3002
Facsimile: (561) 924-3013
Authorized Representative: Alex Borell
Title/Position: Officer/Director; Attorney for Tenant
Cell phone: (786) 586-5562



I hereby certify that this is a true and correct copy of an original document which is on file with the City of Pahokee, Florida
P. McLean 5/18/07
P. McLean, City Clerk Date

- 1.2 Premises: Old Pahokee High School
Tenant Space Number: Building C, Building D, Gymnasium and Cafeteria.
Building Address: 360 North Main Street, Pahokee, Florida 33476.

- 1.3 Leased Area:
Building "C" available 24/7
Building "D" available 24/7
Gymnasium available 5:00 a.m. to 3:00 p.m. Mon. - Fri. *
Cafeteria available 5:00 a.m. to 3:00 p.m. Mon. - Fri. *
Athletic Field available 5:00 a.m. to 5:00 p.m. Mon. - Fri.
Parking Facilities available 24/7

Initial [Signature] EB

* Tenant has indicated that it does not need these facilities at night, and that any meetings after 3:00 p.m. will be held in a classroom in Building C or D.

1.3a Parking Spaces: Tenant is entitled to utilize the parking lot for parking of its employees' and visitors' vehicles.

1.4 Total Building Area: Four (4) buildings.

| | |
|--------------------|---------------|
| Building "C" | 3,896 sq. ft. |
| Building "D" | 2,756 sq. ft. |
| Gymnasium | 9,699 sq. ft. |
| Cafeteria Building | 6,038 sq. ft. |

1.5 OMITTED.

1.6 Lease Term: ~~10 Years~~ with an option to renew for 10 additional years.

1.7 Commencement Date: Feb. _____, 2007.

1.7a Rent Commencement Date: May 1, 2007.

1.8 Expiration Date: ~~April 30, 2017~~

Base Rent for Lease Term exclusive of Florida Sales Tax, electricity and other utility charges is set forth below:

| Term | Rent per Foot | Monthly Rent |
|--------|---------------|--------------|
| Annual | N/A | \$2500.00 |
| | | |
| | | |

1.9 ~~The first and last month's rent plus Florida Sales Tax (if applicable) to be submitted upon execution of the lease, as well as the deposit per 1.17.~~

1.10 OMITTED.

1.11 (a) Address of Landlord for rent payments:

City of Pahokee
171 North Lake Avenue
Pahokee, Florida 33476

(b) Address of Landlord for notices: Same as 1.11a.

(c) Address of Tenant for Notices:

Everglades Preparatory Academy

Initial /

541 East Main Street
Pahokee, Florida 33476

- 1.12 Utilities. Tenant shall be responsible for its proportionate share of all utilities, or determined by installation of separate meters. Tenant shall be responsible for obtaining and paying for its own phone service.
- 1.13 Common Area Maintenance (CAM): None for the first three years.
- 1.14 Landlord's Share of Operating Expenses: None.
- 1.15 Landlord's Share of Real Estate Taxes: N/A
Property Control Number is:
Property Control Number for Parking Lot is:
If Tenant's tax exemption is applied to property taxes, this Section shall not apply.
- 1.16 Electricity and Water: The Leased Premises is sub-metered for electricity and water. Tenant is responsible for all electrical and water usage within the Leased Premises.
- 1.17 Security Deposit: Five thousand dollars (\$5,000.00.) to be held in a non-interest bearing account. Payable upon execution of this lease.
- 1.18 Use: Charter School. Tenant is responsible to procure at its cost and expense, all Federal, State, and Local approvals necessary for the legal operation of its facility. Tenant will apply for a conditional use permit from the City of Pahokee. This lease is subject to approval by the City of Pahokee for such use.
- 1.19 Brokers: None.
- 1.20 Prepaid Rent: None.
- 1.21 Guarantor: N/A.
- 1.22 Improvements made by Tenant:

Tenant agrees to make, at a minimum, the following improvements:

| | | |
|----|---|--------------------------|
| a. | Electrical (bells, wiring for computers, etc.) | estimated cost \$100,000 |
| b. | Roofing (repairs) | 36,000 |
| c. | Plumbing (toilets, draining, etc.) | 40,000 |
| d. | Security (alarms, fire extinguishers, monitors, etc.) | 18,000 |
| e. | Painting/Flooring/AC | 45,000 |
| f. | Windows | 8,000 |
| g. | Acoustics | 3,000 |
| h. | Other maintenance | 25,000 |
| i. | Misc. | 15,000 |

Total Repairs

Approx. \$297,000

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Upon request of Landlord, Tenant shall submit proof that these improvements have been made and that the contractors involved have been paid. Tenant understands that it is required to comply with all applicable state, county, city or other building code requirements regarding these improvements.

1. Demised Premises

Landlord leases to Tenant and Tenant rents from Landlord those certain premises described below which are within that certain section of the Facility having a leasable area of approximately 22,389 square feet (hereinafter referred to as "Facility") located at 360 North Main Street, City of Pahokee, State of Florida, which premises are more particularly described as follows: Building C, Building D, Gymnasium, Cafeteria Building, Athletic Field, and Parking Facilities ("Demised Premises"). The boundaries and location of the Demised Premises are outlined in a diagram of the Facility, which is attached hereto and made a part hereof and marked "Exhibit A." Said Rider sets forth the general layout of the Facility and shall not be deemed to be a warranty, representation or agreement on the part of the Landlord that said Facility will be exactly as indicated on said diagram. Landlord may increase, reduce or change the number, dimensions or location of the walks, building and parking areas as Landlord shall deem proper, and reserves the right to make alterations or additions to, and to build additional buildings on, the building in which the Demised Premises are contained and to add buildings adjoining same or elsewhere in the Facility, but in no event shall such alterations be made to the Leased Premises.

The use and occupation by Tenant of the Demised Premises shall include the right to the non-exclusive use, in common with others, of all such automobile parking areas, driveways, truck and service courts, walks and other facilities designated for common use, as have been installed by Landlord, and of such other and further facilities as may be provided or designated from time to time by Landlord for common use, subject however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by Landlord.

2. Commencement of Term, Construction and Possession:

- (a) The term of this Lease shall commence as set forth in Section 1.7. Tenant shall, upon request of Landlord execute and deliver to Landlord a written declaration in recordable form stating and insuring the commencement and termination date thereof and certifying that the Lease is in full force and effect and there are no defenses or offsets thereto or stating those claimed by Tenant.
- (b) Tenant agrees to submit to Landlord within ten (10) days from the execution of this Lease, plans and specifications covering all work which Tenant proposes to do at Tenant's sole cost and expense in the Demised Premised. All work done by Tenant must be in full compliance with all local, state and federal ordinances, and be performed by licensed and fully insured contractors licensed by the State of Florida and licensed to do business in Palm Beach County and the City of Pahokee. Contractors' insurance must name Landlord as additional insured. Tenant agrees not to commence work upon any of the aforesaid Tenant's work until Landlord has approved such plans and specifications in writing. Landlord agrees to act with reasonable promptness with respect to such plans and specifications, and approval will not be unreasonably withheld.

3. Length of Term:

The term of this Lease shall be for ~~10 years~~ following the rent commencement date, as defined in 1.7a above, with an additional ~~ten (10) year~~ option granted to the Tenant. Tenant shall notify Landlord no less than 90 days prior to the end of lease of Tenant's intent to renew or not renew said lease. In the required



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notice is not provided to Landlord, then the lease shall automatically renew and the rent shall be adjusted accordingly.

4. Use of Premises:

- (a) Tenant shall use the Demised Premises solely for the purpose set forth 1.18. Such use shall be in full compliance with all government laws, ordinances and regulations and shall exclude the sale of alcohol, and lewd, lascivious, prurient, pornographic or obscene publications.
- (b) Tenant acknowledges that the Demised Premises are used as a voting precinct for local, general and special elections, and that these premises shall continue to be made available to the City and the Supervisor of Elections for Palm Beach County for such purpose. Landlord shall give reasonable notice to Tenant when the premises will be needed for voting purposes.
- (c) Tenant acknowledges that City of Pahokee has long-range plan to redevelop the City, and that said plans may eventually require Tenant to relocate. In such event, Landlord shall work with Tenant to find an alternative location, and under the then existing terms of the lease.

5. Rent: *BASE RENT & ADJUSTMENT AFTER 5 YRS*

- (a) Maximum Rent: Tenant covenants and agrees to pay Landlord a minimum annual rental as set forth in this agreement, plus sales tax or any other charge which may be made on the rental by any federal, state or governmental authority, payable in equal monthly installments without notice, deductions or set-offs, on the first day of each calendar month during the term hereof. Such minimum rent shall commence to accrue on the "Rent Commencement Date." ~~The minimum rental under this paragraph may be adjusted annually after the first five years, and any increase shall not exceed five per cent (5%) per year. In no event shall the rent exceed the existing market rate at the time of the increase.~~
- (b) Additional Rent: Both Tenant and Landlord expressly understand and agree that all other sums, excepting Base Rent as described in this Section 5, which may from time to time become due under this Lease, shall be deemed Additional Rent. Additional Rent shall include, but not be limited to, late charges, interest, pro-rata share of Operating Expenses and Real Estate Taxes, Attorney's Fees, Security Deposits, and any cash bonds which may by circumstance be required to be posted hereunder. Both Tenant and Landlord expressly understand and agree that all monies paid by Tenant hereunder shall be first credited to Additional Rent (and allocated among different items of Additional Rent as Landlord may determine), and only then to Base Rent. All payments of Additional Rent shall be in lawful money of the United States of America, shall be paid without and deduction, offset or abatement, and shall be payable to Landlord at the address stated in Section 1.11(a) or to such other persons or at such other places as Landlord may designate in writing. The obligation to make payments of Additional Rent hereunder shall be an independent covenant.
- (c) Pro-Rate Share of Operating Expenses: OMITTED.
- (d) Pro-Rate Share of Real Estate Taxes: If Tenant's tax exempt status is transferred to the Demised Premises so that Landlord does not pay any property taxes on the Demised Premises, this section will not apply.

Landlord agrees to expend as its share of Real Estate Taxes paid for and sustained by the Landlord during any calendar year an amount not greater than that specified in Section 1.15. Said sum shall constitute the maximum payable by Landlord as its contribution toward Real Estate Taxes. Real Estate Taxes shall include general and special taxes, assessments, duties and levies, charged and

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levied upon or assessed against the Facility and/or any improvement situated on the real property on which the Facility stands, any leasehold improvement, fixtures, installations, additions and equipment used in the maintenance or operation of the Facility, whether owned by Landlord or Tenant, not paid directly by the Tenant. Further, if any time during the term of this Lease, the method of taxation of real estate prevailing at the time of execution hereof shall be or has been altered so as to cause the whole or any part of the taxes now or hereafter levied, assessed or imposed on real estate to be levied, assessed or imposed upon Landlord, wholly or partially, as a capital levy or otherwise, or on, or measured by the rents received from the Facility, then such new or altered taxes attributable to the Premises shall be deemed to be included within the term "Real Estate Taxes" for purposes of this paragraph. The reference to "building" in this subparagraph shall include, as allocated by the Landlord, improvements or facilities utilized in common by the Facility and other buildings upon or adjacent to the real property on which the Facility stands.

Commencing on the first January after the Commencement Date, and continuing thereafter during the term of this Lease, Tenant shall pay to Landlord monthly in advance on the first day of each month, without notice or demand and without any deduction, offset or abatement, in lawful money of the United States of America, the amount of the Tenant's Pro-Rata Share of the Shared Expenses as estimated by the Landlord to be incurred for the calendar year in which the monthly payments are to be made. If the Expiration Date is not December 31, the monthly payments owing hereunder during the last partial calendar year of the Lease shall be appropriately adjusted. For the period from Commencement Date to December 31 in the same calendar year, Tenant shall not pay estimated shared Expenses but shall be obligated for its actual Pro-Rata share of Shared Expenses for said period upon receipt of Landlord's Statement described below. The term "Shared Expenses" shall mean the amount by which Operating Expenses and Real Estate Taxes incurred in any period exceed the amount of Landlord's obligation for the same as specified in Section 1.14 and 1.15.

In each calendar year after the year in which the Commencement Date occurs, Landlord shall send to Tenant a Landlord's Statement which shall set forth the actual amount of shared Expenses, with the exception of those States in which real estate taxes are billed on other than a calendar year basis, in that event Landlord's statement of Real Estate Taxes will be based on the Real Estate Tax fiscal Year and sent within a reasonable time after receipt of Real Estate Tax Statements, and Tenant's Pro-Rata Share thereof for the preceding calendar year or portion thereof and the estimated amount of shared Expenses and Tenant's Pro-Rata Share thereof for the calendar year in which the Landlord's Statement is given. Landlord's failure to render a Landlord's Statement with respect to any period shall not eliminate or reduce Tenant's obligation to pay Shared Expenses and shall not prejudice Landlord's right to render a Landlord's Statement with respect to any subsequent period. The obligation of Tenant under the provisions of this paragraph with respect to any increase in rent shall survive the expiration or any sooner termination of the term of the Lease. Within 15 days next following the notification by Landlord of the contents of its Landlord Statement, Tenant shall pay to Landlord the entire amount of Tenant's Pro-Rata share of actual shared Expenses for the prior period covered by the Landlord's Statement less the amount of Shared Expenses actually paid by Tenant for said period, plus Tenant shall also then pay to Landlord such amount as is necessary to assure that, through the calendar month in which the Landlord's Statement is given, the Tenant has paid to Landlord the full amount of estimated Shared Expenses for the calendar year in which Landlord's Statement is given, as if the Landlord's Statement were given on January 1 of said calendar year. For each month following for the remainder of said calendar year, Tenant shall pay the monthly estimated Shared Expenses set forth in the Landlord's Statement. In the event that the estimated payments made by the Tenant in the calendar year preceding the date on which the Tenant is given notice of the Landlord's Statement exceed the Tenant's Pro-Rata Share of actual Shared Expenses for such calendar year, then should the Tenant not be otherwise in default hereunder, the amount of such

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excess shall be applied by the Landlord to the next succeeding installments of monthly estimated payments of Shared Expenses.

(e) Statements: Nothing in this Lease shall be construed to require Landlord to render the statements describe in Section 5 simultaneously or in any particular order. All reasonable determinations by Landlord pursuant to Section 5 shall be presumed to be correct. Until Tenant is advised of the adjustment in its obligation to pay Shared Expenses, if any, pursuant to the provisions of Section 5, Tenant's monthly rental shall continue to be paid at the then current rent (including all prior adjustments thereto pursuant to this Lease). Upon written notice to Landlord relating to the computation of Shared Expenses. All Shared Expenses shall be computed on the actual basis. In computing Shared Expenses, no cost or expenses may be accounted more than once, any expenses which are paid by the proceeds of insurance shall be excluded, and any expenses which are separately metered or billed directly to and separately paid by any other tenant shall be excluded. Tenant shall have the right to cause an audit to be made of Landlord's computation of Shared Expenses, at Tenant's sole expense, not more frequently than once per calendar year. Tenant shall not be entitled to withhold or deduct any portion of Base Rent or Additional Rent during the pendency of any such audit. Any errors disclosed by such audit shall be promptly corrected, provided that Landlord shall have the right to cause another independent audit to be made of such computations, and in the even of a disagreement between the auditors, the audit disclosing the least amount of deviation from Landlord's original computations shall be conclusively deemed to be correct.

(f) Time and Place of Payment: Tenant shall promptly pay all rentals and other charges due hereunder and render all statements herein prescribed at the office of the Landlord or Landlord's agent set forth in Section 1.11, or to such other person or corporation, or at such other place as shall be designated by Landlord in writing, on or before the designated due date. If Landlord shall pay any monies or incur any expenses in correction of any violation of any covenant of Tenant herein set forth, the amounts paid or incurred shall, at Landlord's option and on notice to Tenant, be considered additional rentals payable by Tenant within the first installment of rental thereafter to become due and payable and may be collected or enforced as by law provided in respect of rentals. Landlord and Tenant hereby agree that Tenant shall pay rent by the 1st of each month. Tenant agrees to pay a late fee of 5% of the unpaid rent simultaneously with payments made to Landlord after the 15th of each month. Such fee will become due and payable after the 15th of each month and may be collected on enforced as provided under Paragraph 25 of this Lease.

(g) RENT ADJUSTMENT TO CONSUMER PRICE INDEX: OMITTED.

6. Security Deposit:

(a) Upon execution of this Lease, the Tenant shall deposit with the Landlord the sum set forth in Section 1.17 to be held as collateral security for the payment of any rentals and other sums of money payable by Tenant under this Lease, and for the faithful performance of all other covenants and agreements of Tenant hereunder; the amount of said deposit, without interest, to be repaid to Tenant after the termination of this Lease and any renewal thereof, provided Tenant shall have made all such payments, and performed all such covenants and agreements. Upon any default by Tenant hereunder all or part of said deposit may, at Landlord's sole option, be applied on account of such default, and thereafter Tenant shall promptly restore the resulting deficiency in said deposit. Should Landlord retain said deposit on account of default, the deposit shall in no way be construed as liquidated damages, and Landlord reserves its right to seek any additional damages sustained from default by Tenant. Tenant hereby waives the benefit of any provision of law requiring from Landlord and may be co-mingled by Landlord with its own funds.

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(b) Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Demised Premises in the event that such interest be sold and provided purchaser assumes all of Landlord's obligations and duties under this Lease Agreement, thereupon Landlord shall be discharged from any further liability with respect to such deposit, and this shall also apply to any subsequent transfers.

7. Common Area Facilities:

All facilities furnished by Landlord and designated for the general use, in common, of occupants, including Tenant hereunder, their officers, agents, employees and customers, including, but not limited to parking areas, truckway or ways, loading docks, pedestrian sidewalks and ramps, landscaped areas, exterior stairways and other similar facilities shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and arrangement of such parking areas and other facilities above referred to, to restrict parking by tenants and their employees to employee parking areas, and to make rules and regulations pertaining to and necessary for the proper operation and maintenance of the common facilities. Landlord shall also have the right from time to time to establish, change, alter, amend and enforce against Tenant and the other users of the common facilities such reasonable rules and regulations (including the exclusion of employees' parking from the common facilities) as in its opinion are necessary or advisable for the proper and efficient operation and maintenance of the common facilities. The rules and regulations may include, without limitation, the hours during which the common facilities shall be open for use.

However, nothing in this lease shall be construed to relieve Tenant of its responsibility to immediately notify Landlord in writing upon becoming aware that any part of the common areas need repair. Further, Tenant acknowledges that it is not being charged for maintenance of the common areas during the first five years of this lease. Therefore, any damage to the common areas caused by Tenant or its employees, guests, invitees, volunteers, or agents shall be repaired by Tenant, and all direct and related expenses shall be borne by Tenant unless Landlord and Tenant otherwise agree in writing.

8. Public Utilities:

Tenant shall pay for its own electrical usage, water and sewer.

9. Repairs:

Roof is Landlord's Responsibility

Tenant is fully aware of the current condition of the Demised Premises and has agreed to make substantial improvements necessary for operating a charter school. Tenant will keep the interior of the Demised Premises, together with all fixtures and all electrical, plumbing, heating, air conditioning and other mechanical installations whether located within or on the roof of the Demised Premises, all doors, and all plate glass and door and window glass, in good order and proper repair at its own expense, using materials and labor of kind and quality equal to the original work, and will surrender the Demised Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage by fire or other causality of the kind issued against in standard policies of fire insurance with extended coverage. Except as herein above provided, Landlord shall have no obligation to repair, replace, maintain, alter or modify the Demised Premises or any part thereof, or any plumbing, heating, electrical, air conditioning or other mechanical installation whether located within or on the roof of the Demised Premises. Under no circumstances shall Landlord be obligated to repair, replace or maintain and plate glass or door or window glass. In furtherance of Tenant's obligation to maintain and repair heating, air conditioning and other mechanical installations in or serving the Demised Premises, Tenant agrees to obtain and keep in full force during the

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term of the Lease, or any renewal thereof, a maintenance, repair and service contract on such equipment reasonably satisfactory to Landlord.

10. Tenant's Right to Make Alterations:

Tenant covenants and agrees that it will not make any alterations, improvements or additions to the Demised Premises during the term of this Lease or any extension thereof without first obtaining the written consent of the Landlord. Tenant will not cut or drill into, or secure any fixture, apparatus or equipment of any kind to any part of the Demised Premises without first obtaining written consent of the Landlord. All alterations, improvements, and additions made by Tenant as aforesaid shall remain upon the Demised Premises at the expiration or earlier termination of this Lease and shall become the property of the Landlord, unless Landlord shall, prior to the termination of this Lease, have given written notice to Tenant to remove same, in which event, Tenant shall remove such alterations, improvements and additions and restore the Demised Premises to the same order and condition in which it was at the commencement of this Lease. Should Tenant fail to do so, Landlord may do so, collecting, at Landlord's option, the cost and expense thereof from the Tenant as additional rent.

11. Affirmative Covenants to Tenant:

Tenant agrees:

- a) To comply with any and all requirements of any public authorities, and with the terms of any State or Federal statute or local ordinances or regulation applicable to Tenant or its use of the Demised Premises and save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so.
- b) To give Landlord prompt written notice of any accident, fire burglary, theft or damage occurring on or the Demised Premises.
- c) That all loading and unloading of goods shall be restricted to the rear of the Facility and only at such times in the areas and through such entrances as may be designated for such purpose by the Landlord. Trailers or trucks shall not be permitted to remain parked overnight in any areas of the Facility, whether loaded or unloaded. Office supplies may be delivered through the front door.
- d) To keep all garbage and refuse in the kind of container specified by Landlord and to place the same outside of the Demised Premises, prepared for collection in the manner and at the times and places specified by Landlord and in accordance with municipal regulations.
- e) To keep the outside areas immediately adjoining the Demised Premises clean and not to burn, place or permit any rubbish, obstruction or merchandise in such areas.
- f) To keep Demised Premises clean, orderly and free from objectionable odors and from insects, vermin and other pests.
- g) To conduct its business in the Demised Premises in all respects in a dignified manner and in accordance with high standards operation.
- h) To comply with all reasonable rule and regulations of Landlord in effect at the time of the execution of this Lease or any time or times, and from time to time promulgated by Landlord in its sole discretion shall deem necessary in connection with the Demised Premises, the building of which the

Demised Premises are a part, or the Facility, including the installation of such fire extinguishers and other safety equipment as Landlord may reasonable required.

- i) Tenant shall pay for and maintain service contracts with: a) a waste management or other company that will supply Tenant its own dumpster; b) a local trash hauler who will remove trash at least twice a week; c) an exterminator who will exterminate the Leased Premises as necessary but in no event less than once a month; d) a janitorial contractor who will clean the Leased Premises on a daily basis; e) an HVAC contractor who will maintain the HVAC equipment within the Leased Premises.
- j) To be responsible for and to pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned or placed in, upon or about the Demised Premises by Tenant.

12. Negative Covenants of Tenant:

Tenant agrees that it will not do any of the following without the prior consent of the Landlord in writing:

- a) Use or operate any machinery that, in Landlord's opinion, is harmful to the building or disturbing to other tenants in the building of which Demised Premises is a part.
- b) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or any part thereof, or on the building of which the Demised Premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk that at the date when Tenant receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay Landlord as additional rent any and all increase or increases of premiums or insurance carried by Landlord on the Demised Premises, or any part thereof, or on the building of which the Demised Premises may be a part, caused in any way by the occupancy of Tenant.

13. Signs:

Tenant may, at Tenant's expense, erect signs which comply with state and local laws.

14. Rights of Landlord:

Landlord reserves the following rights with respect to the Demised Premises:

- a) At all reasonable times, by itself or on its duly authorizes agents, to go upon and inspect the Demised Premises and every part thereof and at its option to make repairs, alterations and additions to the Demised Premises or the building of which the Demised Premises are a part.
- b) To collect all rents, as well as any additional rent, percentage rent on any other charges due Landlord by Tenant, from any receiver, debtor in possession, or trustees which may be appointed for the account of Tenant.

15. Damage to Premises:

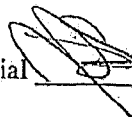

If the Demised Premises shall be partially damaged by any casualty insurable under the Landlord's insurance policy, Landlord shall, upon receipt of he insurance proceeds, provided same are sufficient to cover the cost, and, subject to the rights of any mortgagees, repair the same with reasonable speed, and a

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just and proportionate part of the rent shall be abated until so repaired. The obligation of the Landlord hereunder shall be limited to the extent of its insurance proceeds. If more than fifty (50%) percent of the Demised Premises shall be rendered untenable or should be damaged as a result of a risk which is not covered by Landlord's insurance, of fifty (50%) percent or more of the gross leasable area of the Facility shall be damaged or destroyed by fire or other cause, notwithstanding that the Demised Premises may be unaffected by such an event, then or in any such event, Landlord may elect to repair the damage or cancel the Lease within forty-five (45) days of said occurrence by notice of cancellation to Tenant and Tenant shall vacate the Demised Premises. Unless this Lease is terminated by the Landlord, Tenant shall hold the proceeds of all insurance carried by Tenant on its property and improvements in trust for the purpose of repair and replacement. In the event Landlord elects to repair the damage, any abatement of rent shall end five (5) days after notice by Landlord to Tenant that the Demised Premises have been repaired. If any damage is caused by the negligence of Tenant or its employees, the damages shall be repaired by Landlord, upon receipt of the insurance proceeds, but there shall be no abatement of rent. Notwithstanding anything to the contrary herein, in the event the Demised Premises is damaged 50% or more, and Tenant cannot use the Demised Premises, rent shall be fully abated until the Demised Premises is repaired.

16. Indemnification, Public Liability Insurance and Other Insurance:

- a) Tenant will defend, indemnify and save Landlord, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property occurring in or about, or arising out of, the use of the Demised Premises (including adjacent sidewalks, loading platforms, or any other common areas), under this agreement unless caused by the acts or omissions of Landlord.
- b) Tenant shall at all times during the term hereof keep in force at its own expense the following coverages of insurance:
 - 1. Public liability insurance, with a company authorized to do business in the state of Florida, sufficient to cover such indemnification and naming Landlord as an additional insured , with minimum limits of One Million (\$1,000,000.00) Dollars on account of bodily injuries to or death of, one person, and One Million (\$1,000,000.00) Dollars on account of damage to property, and *Tenant will provide a copy of the additional insured endorsement as well as the certificate of insurance prior to beginning renovations.*
 - 2. Plate glass insurance in the Demised Premises;
 - 3. Workers compensation insurance;
 - 4. Automobile liability insurance, with minimum limits of One Million (\$1,000,000.00) Dollars.
 - 5. Fire, flood, windstorm, and hurricane insurance equal to the replacement cost of Tenant's betterments and improvements on the Demised Premises.
 - 6. Coverage for theft and vandalism.
- c) All carriers must be licensed by the State of Florida and authorized by the Department of Financial Services to do business in Florida. Tenant will furnish Landlord, prior to beginning renovations, copies of policies or certificates of insurance evidencing coverages required by this Lease, including a

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copies of all required endorsements naming the City as an additional insured. All policies shall be primary to those of the City.

- d) All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies without first giving thirty (30) days prior written notice thereof to Landlord. In the event an insurer issues a notice of cancellation, Tenant shall immediately obtain replacement coverage prior to the expiration of said policy. Alternatively, the Landlord may obtain replacement insurance and shall charge the Tenant accordingly; or the Landlord may cancel the lease which would be effective upon the expiration of said policy.
- e) Tenant shall furnish Landlord with a certificate of insurance or other acceptable evidence that such insurance is in force, and evidence that the premiums have been paid by Tenant at least ten (10) days prior to the due date of the same.

17. **Waiver of Claims:**

Except for claims arising out of Landlord's willful, wanton, or negligent acts, the Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all claims for, damage to person or property sustained by Tenant or any person claiming through Tenant resulting from fire, accident, occurrence or condition in or upon the Demised Premises or building of which they shall be a part, including but not limited to such claims for damage resulting from:

- a) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railing or walks;
- b) any equipment or appurtenances becoming out of repair;
- c) the bursting, leading or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or premises;
- d) the backing up of any sewer pipe or downspouts;
- e) the escape of steam or hot water;
- f) water being upon or coming through the roof or any other place upon or near such building or premises or otherwise;
- g) the falling of any fixtures, plaster or stucco;
- h) broken glass; and
- i) any act or omission of co-tenants or other occupants of said building or adjoining or contiguous property or buildings.

Landlord and Tenant agree that in the event the Demised Premises or its contents are damaged or destroyed by fire or other insured casualty, the rights, if any, of either party against the other with respect to such damage or destruction are waived; and that all policies of fire and/or extended coverage or other insurance covering the Demised Premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insured have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

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18. Trade Fixtures:

All trade fixtures installed by Tenant in the Demised Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of this Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default under any covenant or agreement contained in this Lease; and provided further that in the event of such removal, Tenant shall promptly restore the Demised Premises to their original order and condition. Any such trade fixture not removed at or prior to such termination shall be and become property of Landlord. Lighting fixtures, flooring, plumbing fixtures and air conditioning equipment, whether or not installed by Tenant, shall not be removable at the expiration of any renewal or extension thereof, and shall become the property of Landlord.

19. Assigning, Mortgaging, Subletting:

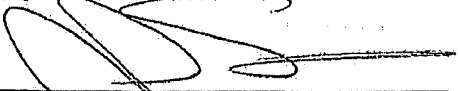
Tenant shall not assign, mortgage, pledge or encumber this Lease; in whole or in part, or sublet the whole part or any part of the Demised Premises by any license or concessionaire, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent to any such assignment, sublease or use will not be deemed a consent to any subsequent assignment, sublease or use. If Tenant is a corporation, and if control thereof changes at any time during the term hereof, Landlord, at its option, may, by giving sixty (60) days prior written notice to Tenant, declare such change a breach of this Lease. Landlord reserves the right to charge a reasonable administrative service fee for the costs of processing such assignment, mortgage, or sublease documentation. Landlord shall be entitled to assign all of its rights and obligations under the Lease. Notwithstanding anything to the contrary contained herein, the local School Board or other governmental organization having authority over Charter Schools, may replace the current management and ownership of the Tenant without Landlord's consent, provided the local School Board or similar entity assumes all of the terms and conditions of this Lease.

20. Subordination:

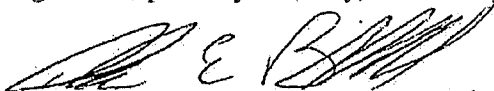
Tenant agrees that it does hereby subordinate its rights hereunder to the lien of any mortgage, ground lease or any other method of financing or refinancing now or hereafter placed against the land and/or the Demised Premises and/or any or all of the buildings now or hereafter built to be built on the Facility by Landlord and to any and all advances made or to be thereunder and to the interest thereon and to all renewals, replacements, consolidations and extensions thereof. This paragraph shall be self-operative and no further instrument of subordination shall be required. Tenant further agrees that it will enter into and execute all documents which any mortgagee or any ground lessor may reasonable request Tenant to enter into and execute, including, but not limited to, a subordination, nondisturbance and attornment agreement.

21. Nothing in this lease shall be construed to relieve Tenant of any obligations under the School District of Palm Beach County, regarding insurance, indemnification, or requirements for facilities used for Charter Schools as required by the School District policy/code; or any other applicable School District requirement.

City of Pahokee, Landlord


By: J.P. Sasser, Mayor

Everglades Preparatory Academy, Tenant


By: Authorized signer

Date: 3/27/07

Alex E. Borell
Print name of authorized signer

Attest: Patricia McLean

By: Patricia McLean, City Clerk

Date: 3/27/07

Date: 3-27-2007

Approved as to form:

Mimi McAndrews
Mimi McAndrews, City Attorney

AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND THE EVERGLADES PREPARATORY ACADEMY

WHEREAS, the City of Pahokee, a Florida municipal corporation ("Landlord") and Everglades Preparatory Academy, Inc., a Florida non profit corporation ("Tenant"), entered into a Lease Agreement on March 27, 2007 (the "Agreement"); and

WHEREAS, Landlord and Tenant now desire to amend the Agreement to remove the Gymnasium as part of the premises leased.

1. The Agreement, Section 1.2, is amended to read:

Premises: Old Pahokee High School
Tenant Space Number: Building C, Building D, Gymnasium and Cafeteria
Building Address: 360 North Main Street, Pahokee, FL 33476

2. The Agreement, Section 1.3, is amended to read:

Leased Area: Building "C" available 24/7
Building "D" available 24/7
Gymnasium available 5:00 a.m. to 3:00 p.m. Mon. - Fri.*
Cafeteria available 5:00 a.m. to 3:00 p.m. Mon. - Fri.*
Athletic Field available 5:00 a.m. to 5:00 p.m. Mon. - Fri.
Parking Facilities available 24/7

*Tenant has indicated that it does not need these facilities at night, and that any meetings after 3:00 p.m. will be held in a classroom in Building C or D.

3. Tenant and Landlord acknowledge Tenant has executed the option to extend the lease until April 2027, under paragraph (3) of the Agreement.

4. The Agreement, Section 1.16, is amended as follows:

Electricity and Water: The Leased Premises is sub-metered for electricity and water. Tenant is responsible for all electrical and water usage within the Leased Premises. Tenant is responsible for Solid Waste Authority charges (currently \$175 per month).

5. All other provisions of the Agreement remain in full force and effect.

LANDLORD:

TENANT:

CITY OF PAHOKEE

EVERGLADES PREPARATORY ACADEMY, INC.

By: [Signature]
Keith W. Babb, Mayor
Date: 8/10/17

By: [Signature]
Printed Name: Emilia Farjuel
Date: 08.03.2017

ATTEST:

By: [Signature]
Tijauna Warner, City Clerk

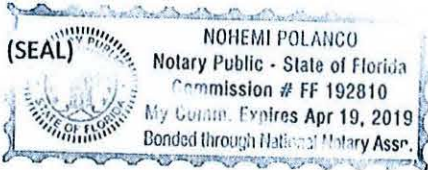
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
Gary Brandenburg, City Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing was sworn to, subscribed and acknowledged before me on this the 10th day of August, 2017, by Keith W. Babb, Mayor of the City of Pahokee. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public - Signature
Nohemi Polanco.
Notary Public - Print Name
Commissioner No.: 192810
My Commissioner Expires: 4/19/19

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing was sworn to, subscribed and acknowledged before me on this the 3 day of August, 2017, by Emilia Fargul, as _____, an authorized representative of the Everglades Preparatory Academy, Inc. He/she is personally known to me or has produced _____ as identification.



[Signature]
Notary Public - Signature
Deana Cruz
Notary Public - Print Name
Commissioner No.: FF 173072
My Commissioner Expires: 10/30/18

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN
THE CITY OF PAHOKEE
AND
EVERGLADES PREPATORY ACADEMY, INC.**

THIS SECOND AMENDMENT TO LEASE (“Second Amendment”) by and between The City of Pahokee, a body politic, and Everglades Preparatory Academy, Inc., a Florida not-for-profit, is effective this ___ day of _____, 2022.

WHEREAS, the parties entered into that certain “Lease Agreement between the City of Pahokee and the Everglades Preparatory Academy” dated March 27, 2007 (“Lease” herein); and

WHEREAS, the parties entered into that certain “Amendment to Lease Agreement between the City of Pahokee and the Everglades Preparatory Academy” effective August 10, 2017 (“First Amendment” herein); and

WHEREAS, the parties are seeking to amend the Lease so as to clarify the allocation of responsibilities in regards to certain portions of the Leased Area.

THEREFORE, the parties agree as follows:

1. Paragraph 1.8, Expiration Date, is amended to provide for a new expiration date of: **April 30, 2037.**

2. Paragraph 9, Repairs, is deleted and replaced in its entirety as follows:

9. Repairs. Tenant is fully aware of the current condition of the Demised Premises and has made substantial improvements necessary for operating a charter school. Tenant will keep the interior of the Demised Premises, together with all fixtures and all electrical, plumbing, heating, air conditioning and other mechanical installations, whether located within or on the roof of the Demised Premises, all doors and all plate glass and door and window glass, in good order and proper repair at its own expense, using materials and labor of kind and quality equal to the original work, and will surrender the Demised Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage by fire or other casualty of the kind insured against by standard policies of fire insurance with extended coverage.

Except as herein provided, Landlord shall have no obligation to repair, replace, maintain, alter or modify the Demised Premises, or any part

thereof, or any plumbing, heating, electrical, air conditioning or other mechanical installation whether located within or on the roof of the Demised Premises.

Notwithstanding the previous paragraphs, the parties have agreed to divide all payment obligations relating to the repair or replacement of the roof and air conditioners as follows: Landlord shall reimburse Tenant 60% of all costs Tenant incurs for air conditioner and roof repairs, maintenance, or replacement.

Under no circumstances shall Landlord be obligated to repair, replace or maintain and plate glass or door or window glass.

3. This Amendment is effective as of June 1, 2022.

4. All other provisions of the Lease and the First Amendment are incorporated herein by reference.

City of Pahokee, Landlord

Everglades Preparatory Academy, Tenant

By:
Its:

By:
Its: