

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting
Tuesday, August 09, 2022, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

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

CITY STAFF:

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

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

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

- F. CONSENT AGENDA**

- G. OLD BUSINESS:**

discussion of existing activities or previously held events, if any

- H. PUBLIC HEARING(S)**

- I. RESOLUTION(S)**

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

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

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

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

- J. NEW BUSINESS:**

conversation about an activity or event upcoming, if any

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).



R PACE 101

PAHOKEE, FL

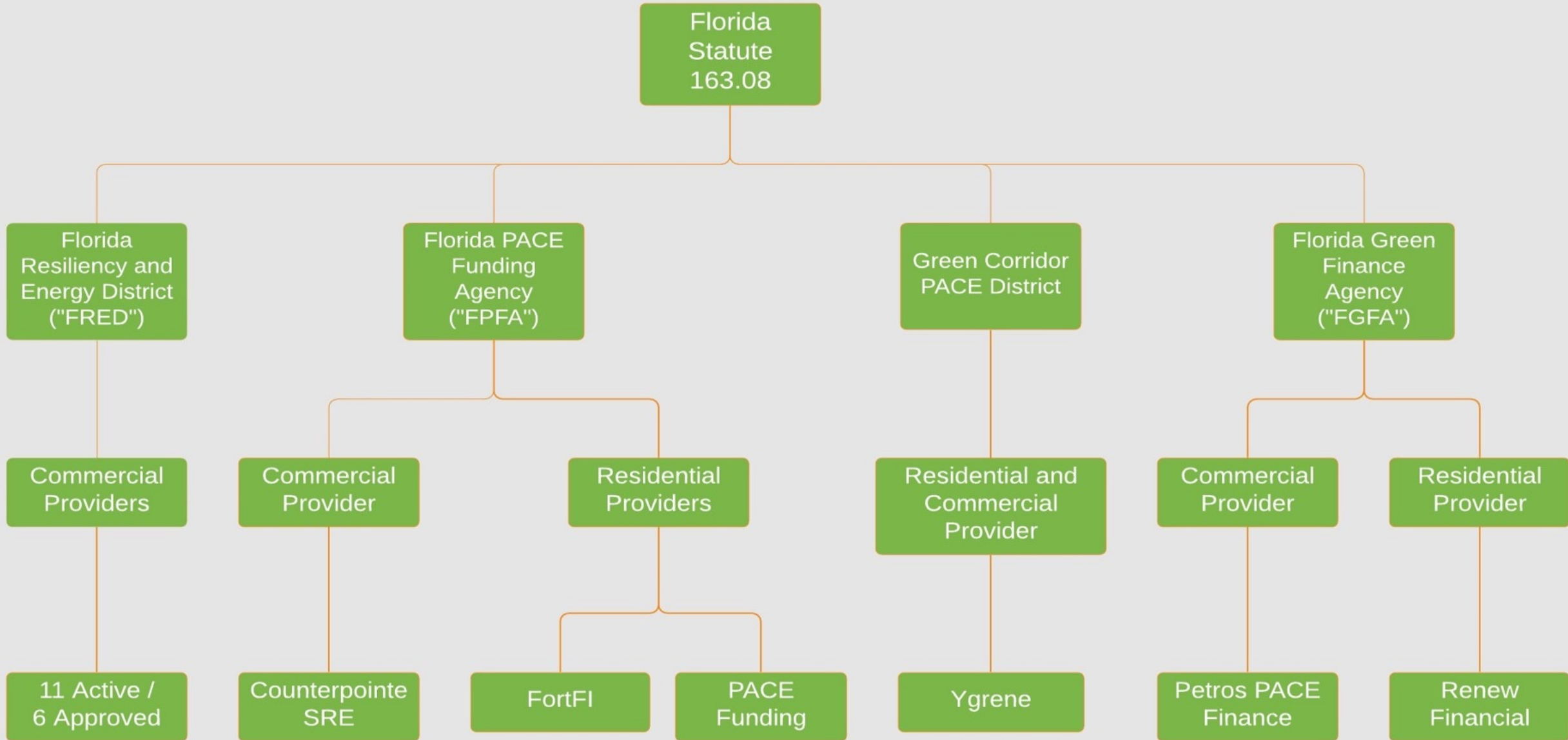
WHAT IS PACE?

- PACE (Property Assessed Clean Energy) is an innovative mechanism for financing energy efficiency, wind mitigation and renewable energy improvements for property owners.
- PACE financing is repaid as a non-ad valorem special assessment on the property's regular tax bill and is treated the same way as other local public benefit assessments such as neighborhood improvement or special taxing districts.



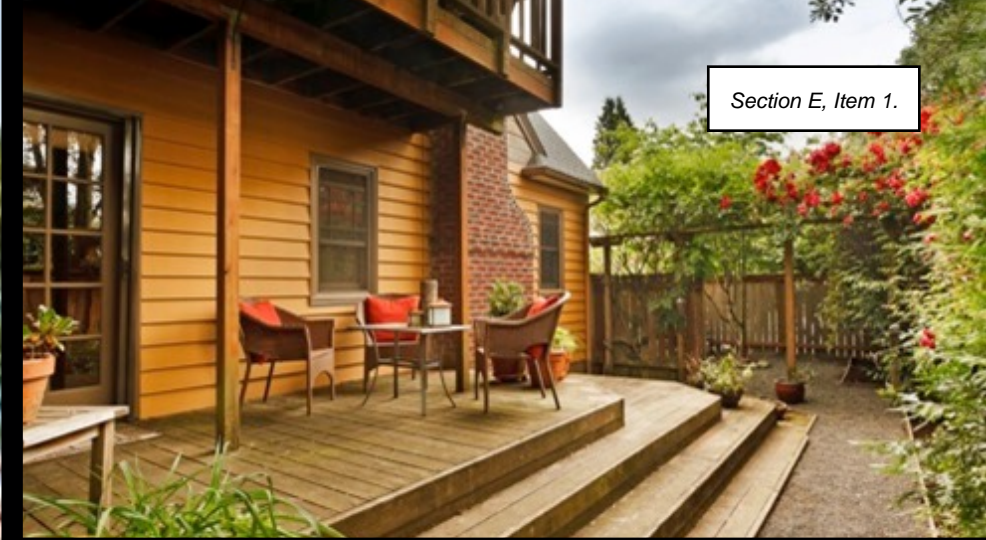
FL STATUTE 163.08: AUTHORIZING A LOCAL GOVERNMENT TO LEVY NO AD VALOREM ASSESSMENTS TO FUND CERTAIN IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY AND WIND MITIGATION

- Improved property that has been retrofitted with energy-related qualifying improvements receives the benefit of alleviating the property's burden from energy consumption.
- Improved property that has been retrofitted with wind resistance qualifying improvements receives the benefit of reducing the property's burden from potential wind damage.
- The installation and operation of qualifying improvements not only benefit the affected properties for which the improvements are made, but also assist in fulfilling the goals of the state's energy and hurricane mitigation policies.
- In order to make qualifying improvements more affordable and assist property owners who wish to undertake such improvements, the Legislature finds that there is a compelling state interest in enabling property owners to voluntarily finance such improvements with local government assistance.



TYPES OF IMPROVEMENTS

- IMPACT WINDOWS & DOORS
- ROOFING
- HVAC: HEATING & COOLING
- SOLAR PANELS & STORAGE
- BACKUP POWER GENERATORS
- LIGHTING
- INSULATION
- WATER HEATERS
- POOL PUMPS & POOL HEATERS



Section E, Item 1.



PACE ASSESSMENTS

- **Voluntary** non-ad valorem assessment
- Annual installment on property tax bill (no discount on PACE assessment)
- Assessment is attached to the property, not the property owners' credit
- Repaid over a fixed term at a fixed interest rate
- Term does not exceed the useful life of the improvement
- No pre-payment penalty (residential)
- Uniform Method of Collection Agreement with Tax Collector for placement & fee structure



QUALIFICATIONS FOR PROPERTY OWNERS



- Must be current on property taxes for last 3 years.
- Must be current on mortgage.
- Not in active bankruptcy.
- No involuntary liens against property.
- Must have minimum 10% equity
- Max funding of 20% of fair market value of the property

BENEFITS TO RESIDENTIAL PROPERTY OWNERS

PACE covers up to 100% upfront cost.
Not credit based.

Financing terms up to 30 years with fixed interest rates (5-8%)

Interest rates based on selected repayment term, not on borrower's financial profile or project size.

Available to residential & commercial property owners.
Homestead not required.

Potential to reduce utility bills and realize savings on property insurance.

Can be combined with utility, local and federal incentive programs.

PACE CONSUMER PROTECTIONS



Review of eligible measures, fair pricing



Property owner ability to pay requirements



Identity Verification



Right to cancel



Transparent terms and fees



Documents Translated



'Know Before You Owe' Disclosures



Confirmation of Terms call with property owners.



Payment to contractor after installation



Dispute Resolution



Verification of contractor license & permits

CONTRACTOR QUALITY ASSURANCE



Contractor license, background check, social media, workers' comp, and bond/insurance screening



Training and registration, including a code of conduct agreement and marketing guidelines



Watch lists, contractor reviews, ongoing skills assessment, monitoring

BENEFITS TO LOCAL GOVERNMENTS

Environmental benefits, and helps local governments achieve sustainability goals.

Structural hardening of properties to protect against wind damage.

Improves building stock and creates local jobs for contractors.

No cost or liability to the government and no public funds are used.

Contact Information:

Chris Peterson

SVP Government Affairs
FortiFi Financial
(858) 616-7500
chris@fortifi.com

Alex Alamo

Government Affairs Director
Ygrene Energy Fund
(305) 299-8974
alex.alamo@ygrene.com

Rachel Hobbs

VP Government Affairs
HomeRun Financing
(408) 207-5750
rachel@homerunfinancing.com

Jennifer Rojo-Suarez

Government Affairs Director
Renew Financial
(305) 915-1801
jrojosuarez@renewfinancial.com



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, INTERIM CITY MANAGER

FROM: Lynne Ladner

SUBJECT: Resolution 2022-29 Purchase of 3 ZTrac Mowers

DATE: July 26, 2022

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee Public Works Department maintains City parks, property, the ROW area, cemetery and other areas for which the city is responsible. It has become necessary to purchase new equipment to replace the current mowing equipment that is no longer functioning, or has begun to regularly incur costly repairs which exceed the value of the equipment due to age and extensive use. The City has solicited individual bids but found that “piggybacking” on the State of Florida Department of Management Services publicly bid procurement contracts provides the City with the best pricing for the equipment and ensures that the proper bidding process including public advertising, verification of the contract terms and agreements and publication of the pricing has been followed. The process, terms and information related to the procurement process can be found at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements.

The city is in need of three new mowers which will be for the Public Works and Cemetery. Pricing was obtained for 60 inch zero-turn radius mowers through the state contracts with the John Deere Z960MZtrak through Green Thumb being the lowest cost with the additional discount for multiple items purchasing.

BUDGET IMPACT: These items were not anticipated expenditures in the FY2021-2022 budget however, they are items that are eligible for use of Surtax funds and for the use of ARPA funds. The City did not budget for extensive use of Surtax funds in FY22 and currently has the ability to amend the FY 22 budget in the 4th quarter to cover these expenditures. The budget amendment will be necessary in the 4th quarter before we close out the as a matter of record to balance other items related to capital improvements to City facilities.

LEGAL NOTE: Defer to the City Attorney.

STAFF RECOMMENDATION: Authorized Resolution 2022-29 for the purchase of three John Deere Z960M Ztrac mowers through the State of Florida Department of

Management Services State Term Contract No. 25101900-21-STC Agriculture and Lawn Equipment. Through the authorized reseller Green Thumb Lawn & Garden Inc. at a cost of \$34,226.52

ATTACHMENTS:
EXHIBIT "A"

RESOLUTION 2022 - 29

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

WHEREAS, The City of Pahokee (“City”) regularly maintains City parks, real property, cemetery, right of way and other areas of responsibility; and

WHEREAS, the City is in need of replacement mowing equipment to replace equipment no longer functioning; and

WHEREAS, Section 2-272(4)(d) of the City of Pahokee’s Code of Ordinances exempts state or other governmental bid lists from the City’s competitive bidding requirements (piggybacking); and

WHEREAS, the Interim City Manager is therefore authorized to utilize State of Florida Department of Management Services State Term Contract No. 25101900-21-STC Agriculture and Lawn Equipment Contract (See Attached Exhibit “A”) for the purchase of thee (3) John Deere Z960m Ztrac Mowers in an amount of Thirty Four Thousand Two Hundred Twenty-Six Dollars and fifty-three cents (\$\$34,226.53); and

WHEREAS, an invoice for the purchase of (3) John Deere Z960m Ztrac Mowers is attached as Exhibit “B” from Green Thumb Lawn & Garden LLC; and

WHEREAS, the City Commission of the City of Pahokee deems that purchasing three (3) John Deere Z960m Ztrac Mowers for use by the Public Works and Parks and Recreation Departments is in the best interest of the City.

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

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

Section 2. Authorization of Interim City Manager. The City Commission of the City of Pahokee hereby authorizes the Interim City Manager to purchase Three (3) John Deere Z960m Ztrac Mowers utilizing State of Florida Department of Management Services State Contract No. 25101900-21-STC Agriculture and Lawn Equipment, attached as "Exhibit A", from Green Thumb Lawn & Garden LLC at the prices attached hereto attached as Exhibit "B."

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

PASSED and ADOPTED this 9th day of August, 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

Department of Management Services

State Term Contract No. 25101900-21-STC Agriculture and Lawn Equipment

EXHIBIT "B"

Invoice from Green Thumb Lawn & Garden LLC

Quote Id: 27001089

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Green Thumb Lawn & Garden, LLC
4250 Nw 124th Avenue
Coral Springs, FL 33065
954-344-0760
sales@greenthumbmowers.com

Prepared For:

CITY OF PAHOKEE



Proposal For:

Delivering Dealer:

Erick Marino

Green Thumb Lawn & Garden, LLC
4250 Nw 124th Avenue
Coral Springs, FL 33065

sales@greenthumbmowers.com

Quote Prepared By:

Erick Marino

emarino@greenthumbmowers.com

Date: 01 July 2022

Offer Expires: 31 August 2022

Confidential



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Green Thumb Lawn & Garden, LLC
4250 Nw 124th Avenue
Coral Springs, FL 33065
954-344-0760
sales@greenthumbmowers.com

Quote Summary

Prepared For:
CITY OF PAHOKEE
207 BEGONIA DR
PAHOKEE, FL 33476

Delivering Dealer:
Green Thumb Lawn & Garden, LLC
Erick Marino
4250 Nw 124th Avenue
Coral Springs, FL 33065
Phone: 954-344-0760
emarino@greenthumbmowers.com

Quote ID: 27001089
Created On: 01 July 2022
Last Modified On: 01 July 2022
Expiration Date: 31 August 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z960M ZTrak	\$ 11,408.84 X	3 =	\$ 34,226.52
Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)			
Price Effective Date: December 14, 2020			
Equipment Total			\$ 34,226.52

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 34,226.52
Trade In	
SubTotal	\$ 34,226.52
Est. Service Agreement Tax	\$ 0.00
Total	\$ 34,226.52
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 34,226.52

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 27001089 Customer Name: CITY OF PAHOKEE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Green Thumb Lawn & Garden, LLC
 4250 Nw 124th Avenue
 Coral Springs, FL 33065
 954-344-0760
 sales@greenthumbmowers.com

JOHN DEERE Z960M ZTrak							
Hours:							
Stock Number:							
Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)							Selling Price *
							\$ 11,408.84
Price Effective Date: December 14, 2020							
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2232TC	Z960M ZTrak	3	\$ 12,879.00	22.00	\$ 2,833.38	\$ 10,045.62	\$ 30,136.86
Standard Options - Per Unit							
001A	United States/Canada	3	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	3	\$ 949.00	22.00	\$ 208.78	\$ 740.22	\$ 2,220.66
1504	60 In. Side Discharge Mower Deck	3	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2091	Deluxe Comfort Seat with Armrests (24" High Back)	3	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 949.00		\$ 208.78	\$ 740.22	\$ 2,220.66
Dealer Attachments/Non-Contract/Open Market							
ALLIED	7" FAN	3	\$ 85.00	18.82	\$ 16.00	\$ 69.00	\$ 207.00
ALLIED	LABOR - INSTAL ROOF	3	\$ 80.00	0.00	\$ 0.00	\$ 80.00	\$ 240.00
ALLIED	LABOR INSTAL FAN	3	\$ 65.00	0.00	\$ 0.00	\$ 65.00	\$ 195.00
ALLIED	ZM3641 - ROOF	3	\$ 429.00	4.66	\$ 20.00	\$ 409.00	\$ 1,227.00
Dealer Attachments Total			\$ 659.00		\$ 36.00	\$ 623.00	\$ 1,869.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 14,487.00		\$ 3,078.16	\$ 11,408.84	\$ 34,226.52



**State Term Contract
No. 25101900-21-STC
Agriculture and Lawn Equipment**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Deere & Company** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three (3) years. The Initial Contract Term shall begin on January 1, 2021, or on the last date it is signed by all Parties, whichever is later. The Contract shall expire on December 31, 2023, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Attachment 2, Scope of Work
- b) Attachment 7, Contractor's Submitted Product Group Discount Sheet (Attachment C) from ITB No. 20-25101900-ITB)
- c) Attachment 8, Contractor's Submitted MSRP List
- d) Attachment 5, Preferred Pricing Affidavit
- e) Attachment 6, Contractor's Submitted Price Sheet
- f) Attachment 1, Special Contract Conditions
- g) Attachment 3, Price Quote Form
- h) Attachment 4, Acknowledgement of Order

IV. Contract Management.

Department's Contract Manager:

Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 370.1X
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.fl.gov

Contractor's Contract Manager:

Andrew Roman
Deere & Company
2000 John Deere Run
Cary, NC 27513
Telephone: (919) 804-2285
Email: GNSBids@JohnDeere.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

Deere & Company

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:
Andrew Roman
E2D8D7D0435C47C...
[Name] Andrew Roman

DocuSigned by:
Tami Fillyaw
001450A211104A3...
Tami Fillyaw, Chief of Staff

2/5/2021 | 6:31 AM EST
Date: _____

2/5/2021 | 3:27 PM EST
Date: _____



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, INTERIM CITY MANAGER

FROM: Lynne Ladner

SUBJECT: Resolution 2022-29 Purchase of 4 John Deere Gators

DATE: July 26, 2022

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee Public Works and Parks & Recreation Departments regularly use utility vehicles for moving employees, equipment and transporting items around city properties during the work day and at events throughout the year. These vehicles are much more fuel efficient, versatile and able to traverse through tight locations than full size vehicles. They are also street legal which makes them a cost-effective addition to the city fleet for use in these departments. The City has found that “piggybacking” on the State of Florida Department of Management Services publicly bid procurement contracts provides the City with the best pricing for the equipment and ensures that the proper bidding process including public advertising, verification of the contract terms and agreements and publication of the pricing has been followed. The process, terms and information related to the procurement process can be found at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements.

The City found that purchasing four (4) John Deere XUV825 S4 Gators from Green Thumb would be the lowest cost with the additional discount for multiple items purchasing.

BUDGET IMPACT: These items were not anticipated expenditures in the FY2021-2022 budget however, they are items that are eligible for either the use of Surtax or ARPA funds. The City did not budget for extensive use of Surtax funds in FY22 and currently has the ability to amend the FY22 budget in the 4th quarter to cover these expenditures. The budget amendment will be necessary in the 4th quarter before we close out as a matter of record to balance other items related to capital improvements to City facilities.

LEGAL NOTE: Defer to the City Attorney.

STAFF RECOMMENDATION: Authorized Resolution 2022-29 for the purchase of four John Deere XUV825 S4 Gators through the State of Florida Department of Management Services State Term Contract No. 25101900-21-STC Agriculture and Lawn Equipment.

ATTACHMENTS: Exhibit “A”

RESOLUTION 2022-30

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

WHEREAS, The City of Pahokee ("City") regularly utilizes utility vehicles for moving employees, equipment and transporting items around city properties during the work day and at events throughout the year; and

WHEREAS, Section 2-272(4)(d) of the City of Pahokee's Code of Ordinances exempts state or other governmental bid lists from the City's competitive bidding requirements (piggybacking); and

WHEREAS, the City is therefore authorized to utilize State of Florida Department of Management Services State Term Contract No. 25101900-21-STC Agriculture and Lawn Equipment Contract (See Attached Exhibit "A") for the purchase of four (4) John Deere XUV825 S4 utility vehicles in an amount of Sixty Thousand Six Hundred Fifty-Two Dollars and ninety-two cents (\$60,652.92); and

WHEREAS, an invoice for the purchase of (4) John Deere XUV825 S4 utility vehicles is attached as Exhibit "B" from Green Thumb Lawn & Garden LLC; and

WHEREAS, the City Commission of the City of Pahokee deems that purchasing four (4) utility vehicles for use by the Public Works and Parks and Recreation Departments is in the best interest of the City.

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

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

Section 2. Authorization of Interim City Manager. The City Commission of the City of Pahokee hereby authorizes the Interim City Manager to purchase four (4) John Deere Gator XUV 825 S4 Utility Vehicles utilizing State of Florida Department of Management Services State

Contract No. 25101900-21-STC Agriculture and Lawn Equipment attached as "Exhibit A", from Green Thumb Lawn & Garden LLC at the prices attached hereto attached as Exhibit "B."

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

PASSED and ADOPTED this 9th day of August, 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

Department of Management Services

State Term Contract No. 25101900-21-STC Agriculture and Lawn Equipment

EXHIBIT "B"

Invoice from Green Thumb Lawn & Garden LLC

Quote Id: 27059903

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Green Thumb Lawn & Garden, LLC
4250 Nw 124th Avenue
Coral Springs, FL 33065
954-344-0760
sales@greenthumbmowers.com

Prepared For:

CITY OF PAHOKEE



Proposal For:

Delivering Dealer:

Erick Marino

Green Thumb Lawn & Garden, LLC
4250 Nw 124th Avenue
Coral Springs, FL 33065

sales@greenthumbmowers.com

Quote Prepared By:

Erick Marino

emarino@greenthumbmowers.com



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Deere & Company
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FED ID: 36-2382580; DUNS#: 60-7690989

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Green Thumb Lawn & Garden, LLC
4250 Nw 124th Avenue
Coral Springs, FL 33065
954-344-0760
sales@greenthumbmowers.com

Quote Summary

Prepared For:
CITY OF PAHOKEE
207 BEGONIA DR
PAHOKEE, FL 33476

Delivering Dealer:
Green Thumb Lawn & Garden, LLC
Erick Marino
4250 Nw 124th Avenue
Coral Springs, FL 33065
Phone: 954-344-0760
emarino@greenthumbmowers.com

Quote ID: 27059903
Created On: 13 July 2022
Last Modified On: 13 July 2022
Expiration Date: 02 September 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV825M S4 (Model Year 2023) Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22) Price Effective Date: November 6, 2020	\$ 15,163.23 X	4 =	\$ 60,652.92
Equipment Total			\$ 60,652.92

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 60,652.92
Trade In	
SubTotal	\$ 60,652.92
Est. Service Agreement Tax	\$ 0.00
Total	\$ 60,652.92
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 60,652.92

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 27059903 Customer Name: CITY OF PAHOKEE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Green Thumb Lawn & Garden, LLC
 4250 Nw 124th Avenue
 Coral Springs, FL 33065
 954-344-0760
 sales@greenthumbmowers.com

JOHN DEERE GATOR™ XUV825M S4 (Model Year 2023)							
Hours:							
Stock Number:							
Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)							Selling Price *
							\$ 15,163.23
Price Effective Date: November 6, 2020							
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57EAM	GATOR™ XUV825M S4 (Model Year 2023)	4	\$ 16,499.00	13.00	\$ 2,144.87	\$ 14,354.13	\$ 57,416.52
Standard Options - Per Unit							
001A	US/Canada	4	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	4	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1027	27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Yellow Steel Wheels	4	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2007	Bench Seat - Black	4	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	4	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	4	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	4	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Manual Lift	4	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4000	OSR Nets	4	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Roof	4	\$ 755.00	13.00	\$ 98.15	\$ 656.85	\$ 2,627.40
4199	Less Rear Bumper	4	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4249	Less Front Brush Guard	4	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 755.00		\$ 98.15	\$ 656.85	\$ 2,627.40
Dealer Attachments/Non-Contract/Open Market							
ALLIED	FAN	4	\$ 85.00	13.00	\$ 11.05	\$ 73.95	\$ 295.80
ALLIED	LABOR - INSTAL FAN	4	\$ 90.00	13.00	\$ 11.70	\$ 78.30	\$ 313.20
Dealer Attachments Total			\$ 175.00		\$ 22.75	\$ 152.25	\$ 609.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 17,429.00		\$ 2,265.77	\$ 15,163.23	\$ 60,652.92



**State Term Contract
No. 25101900-21-STC
Agriculture and Lawn Equipment**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Deere & Company** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three (3) years. The Initial Contract Term shall begin on January 1, 2021, or on the last date it is signed by all Parties, whichever is later. The Contract shall expire on December 31, 2023, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Attachment 2, Scope of Work
- b) Attachment 7, Contractor's Submitted Product Group Discount Sheet (Attachment C) from ITB No. 20-25101900-ITB)
- c) Attachment 8, Contractor's Submitted MSRP List
- d) Attachment 5, Preferred Pricing Affidavit
- e) Attachment 6, Contractor's Submitted Price Sheet
- f) Attachment 1, Special Contract Conditions
- g) Attachment 3, Price Quote Form
- h) Attachment 4, Acknowledgement of Order

IV. Contract Management.

Department's Contract Manager:

Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 370.1X
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.fl.gov

Contractor's Contract Manager:

Andrew Roman
Deere & Company
2000 John Deere Run
Cary, NC 27513
Telephone: (919) 804-2285
Email: GNSBids@JohnDeere.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

Deere & Company

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:
Andrew Roman
E2D6D7D0435C47C...
[Name] Andrew Roman

DocuSigned by:
Tami Fillyaw
001459A211104A9...
Tami Fillyaw, Chief of Staff

2/5/2021 | 6:31 AM EST

Date:

2/5/2021 | 3:27 PM EST

Date:



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR, VICE-MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, INTERIM CITY MANAGER
FROM: The Office of the City Manager
SUBJECT: City Manager’s Contract
DATE: August 9, 2022

GENERAL SUMMARY/BACKGROUND:

The Commission desires to employ the services of the City Manager pursuant to the terms of the City of Pahokee’s City Charter; City of Pahokee’s Code of Ordinances, applicable County Code provisions and Florida law. It is the desire of the Commission to provide certain benefits and establish certain conditions of employment for the City Manager in accordance with this Agreement. The Commission would like to secure and retain the services of Rodney Lucas as City Manager.

BUDGET IMPACT:

\$120,000, plus benefits

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The decision is at the discretion of the City Commission.

ATTACHMENTS:

City Manager Contract

RESOLUTION 2022-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A CONTRACT WITH RODNEY D. LUCAS TO BECOME THE CITY MANAGER OF THE CITY OF PAHOKEE, FLORIDA, ATTACHED AS EXHIBIT “A”.

WHEREAS, the City Commission of the City of Pahokee desires to employ the services of a City Manager pursuant to the terms of the City of Pahokee’s City Charter; City of Pahokee’s Code of Ordinances, applicable County Code provisions and Florida law; and

WHEREAS, it is the desire of the City Commission to provide certain benefits and establish certain conditions of employment for a City Manager in accordance with the attached Agreement; and

WHEREAS, it is further the desire of the City Commission to secure and retain the services of Rodney D. Lucas as City Manager; and

WHEREAS, City Manager desires to accept employment as the City Manager in accordance with the terms and conditions of the Agreement attached hereto as Exhibit “A”.

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

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

Section 2. Appointment as City Manager. The City Commission of the City of Pahokee, Florida hereby appoints Rodney D. Lucas as the City Manager pursuant to the terms and conditions set forth in the Agreement attached hereto as Exhibit “A”.

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

PASSED AND ADOPTED this 9th day of August, 2022.

ATTESTED:

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:

Mayor Babb	_____
Vice Mayor Murvin	_____
Commissioner Boldin	_____
Commissioner Gonzalez	_____
Commissioner Perez	_____

_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)

EXHIBIT "A"
CONTRACT OF CITY MANAGER
(ATTACHED)

**CITY MANAGER
EMPLOYMENT AGREEMENT
BETWEEN**

RODNEY D. LUCAS

AND

THE CITY OF PAHOKEE, FL

THIS EMPLOYMENT AGREEMENT hereinafter called “Agreement”, is made and entered into as of the 9th day of August, 2022, by and between the City of Pahokee (hereinafter “City” or “Employer”), a political subdivision of the State of Florida, and Rodney D. Lucas (hereinafter “Manager”) P.O. BOX 299, Pahokee, FL 33476.

WHEREAS, the Commission desires to employ the services of City Manager pursuant to the terms of the City of Pahokee’s City Charter; City of Pahokee’s Code of Ordinances, applicable County Code provisions and Florida law; and

WHEREAS, it is the desire of the Commission to provide certain benefits and establish certain conditions of employment for City Manager in accordance with this Agreement; and

WHEREAS, it is the desire of the Commission to secure and retain the services of City Manager to provide inducement to remain in such employment; and

WHEREAS, City Manager desires to accept employment as the City Manager in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual promises set forth herein, the parties agree as follows:

Section 1. Employment Agreement.

- A. The Commission hereby hires and appoints City Manager, under the terms established herein, to perform the duties and functions specified in the Charter, the City Code, County Code, if applicable, and state law pertaining to the position of City Manager, and to perform such other legally permissible and proper duties and functions as the Commission shall assign from time to time.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position as the City Manager, subject only to the provisions set forth in this Agreement and the City of Pahokee Code of Ordinances.
- C. It shall be the duty of the City Manager to employ, direct, assign, reassign, evaluate, and accept the resignations of City Staff under his supervision consistent with the City rules, policies, ordinances, charter, county, state and federal law.

- D. It shall be the duty of the City Manager to organize, reorganize and arrange the City Staff of the City and to develop and establish internal regulations, rules, and procedures which the Interim City Manager deems necessary for the efficient and effective operation of the City consistent with the lawful City directives, policies, ordinances, city charter, county, state and federal law.
- E. The City Manager shall perform the duties of City Manager of the City with reasonable care, diligence, skill and experience.

Section 2. Term.

- A. This contract shall commence on August 9, 2022, subject to the provisions of the Agreement
- B. This Agreement shall not prevent, limit or otherwise interfere with the right of City Manager to resign at any time from his position with the City, provided he provides the City thirty (30) days' notice in advance. If City Manager resigns, the lump sum for all sick and vacation time for the year of his resignation. City may set earlier departure date at City's option upon receipt of a resignation letter. In the event, City Manager resigns, the City shall pay City Manager for all of the time through the thirty days' notice date, regardless of whether the City exercises its option to set an earlier departure date, including all regular compensation due him as of the last day of his employment if departure is without cause.

Section 3. Duties and Obligations.

- A. The City Manager shall have the duties, responsibilities and powers of said office under the City of Pahokee Charter, applicable City and County Code of Ordinances, statutes, laws, constitutional provisions and policies applicable to the position of City Manager. The Interim City Manager shall carry these out in a professional and competent manner.
- B. The City Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties and responsibilities, and to exercise his powers under this Agreement, having no outside employment whatsoever.
- C. In the event the Manager shall serve on any appointed or elected board of any professional organization or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by him related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise approved by the City Commission.
- D. Professional Obligations. During the period of this Agreement, the City Manager shall adhere to the ICMA Code of Ethics, the Code of Ethics of the State of Florida, and the Code of Ethics of the Palm Beach County, Florida.

Section 4. Termination of this Contract.

The City may terminate this contract as set forth below:

A. Without Cause

The City, upon a majority vote of its commission members, may terminate this contract without cause at any time subject to the City’s Charter and Code of Ordinances.

B. With Cause

In the event the City decides to terminate this contract for cause, the City shall not owe City Manager any compensation other than the Regular Compensation due him for all time worked through and including the date of termination and 100% of unused sick and vacation time. The City Commission’s determination of cause shall be final and conclusive. “Cause” is defined as:

- (1) Misfeasance and/or nonfeasance in the performance of his City Manager duties and responsibilities
- (2) A plea agreement, a plea or nolo contendere, or a conviction of a felony or misdemeanor, whether or not adjudication is withheld, involving conduct contrary to the community’s standards of justice.
- (3) Unsatisfactory performance based on Annual Evaluation criteria where City Manager failed to meet reasonable written performance goals and objectives agreed to by the City Commission in a duly called meeting. City Manager shall be reviewed and evaluated only on written performance goals and objective criteria established by the City Commission.

Section 5. Resignation.

- A. In the event the City Manager voluntarily resigns his position, he shall do so pursuant to Section 2-98 of the City’s Code of Ordinances, for which all conditions of said section shall apply.

Section 6. Compensation and Manager Benefits

- A. Base Salary. Employer shall pay to the Manager a Base Salary of One Hundred Twenty Thousand (\$120,000.00) Dollars for the first 12 months, plus other benefits enumerated herein, payable on the regular pay periods of Employer. This Agreement may be amended at any time and shall be reduced to writing following City Commission approval.
- B. Performance Review. Annually, beginning in January of 2023, at a meeting of the City Commission, and every year thereafter, the Commission shall conduct a review of Manager’s performance (“Performance Review”) and thereafter evaluate his salary and benefits as may be appropriate.

- C. **Benefits.** City shall provide for Manager's health care, dental and eye benefit deductions as provided to other general full-time employees of Employer, plus those items added herein. City agrees to pay the 4% contribution of the Manager's gross base salary as retirement contribution in his retirement fund and City shall provide to pay a match of a minimum 3.3% under the Florida Retirement System (FRS) towards Manager's retirement.
- D. **Vacation/Sick Leave.** Manager shall be entitled to sick, vacation leave and all other available leave to the extent as all other city employees and as prescribed by the City's Personnel Policy on same.
- E. **Memberships.** Employer shall pay all professional association membership dues, and expenses relating to Manager's professional programs, not to exceed \$3,000.00 per year.
- F. **Bonding.** The City shall bear the full cost of any fidelity or other bonds that may be required of the City Manager under any city, state and/or federal law.

Section 7. Other Benefits.

The City Manager shall be entitled to the following:

- A. **One-time Relocation Expense** to move from Mascotte to within 40-mile area of Pahokee, FL. The City shall provide the City Manager with relocation expense of Three Thousand (\$3,000).
- B. **Technology Allowance.** The City shall provide the City Manager with a mobile telephone allowance of Two Hundred Dollars (\$200.00) per month to be used for City purposes only.
- C. **Manager shall have a City vehicle for his use.** Manager shall be reimbursed for reasonable, documented, travel and lodging expenses, incurred while conducting business on behalf of the City outside of Palm Beach County and after approval by the City Commission.

Section 8. Terms and Conditions of Employment

The City Manager shall be required to perform the terms of this Agreement and all requirements as specified in Section 3.04 of the City of Pahokee's Charter. Other terms and conditions of employment may be required so long as not inconsistent or in conflict with the provisions of State law, County Ordinance, City Charter, City Ordinance or other applicable law.

Section 9. Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service by certified mail return receipt, or any other certified delivery service showing confirmation of process delivery and directed to the City Mayor and City Attorney at its main law office addresses. As to the City Manager, notice may be made by hand-delivery at the Officers of the City Hall (if City Manager is working for City) or by certified delivery service showing confirmation of process at the last known address City Manager as maintained within the City Manager’s employment file or other reliable source.

Section 10. Entire Agreement

The text of this document shall constitute the entire Agreement between the parties, except as may be amended in writing by the parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with the City Charter, City Code of Ordinances, applicable and County laws to include Ethics Ordinances and other applicable requirements; state statutes, state constitutional provisions, regulations, resolutions and policies. The Charter, the County Codes, state statutes and constitutional provisions shall take precedence over any part or portion of this Agreement and any other provisions of this Agreement to the contrary notwithstanding.

Any terms, conditions and benefits not specifically addressed in this Agreement shall not apply to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

CITY MANAGER:

Rodney D. Lucas, City Manager

THE City:

City Commission of Pahokee, a political subdivision of the State of Florida:

By: _____
Keith Babb, City Mayor

Attest:

Tijauna Warner, CMC, City Clerk



AGENDA
MEMORANDUM

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

GENERAL SUMMARY/BACKGROUND:

Barfield Highway Change Order #5– This change order is for Barfield Highway Reconstruction. The change order is for additional exploratory and survey work to resolve utility conflicts with drainage.

Exploratory potholing for AT&T conflict. This includes surveying and re-staking of structures. The exploratory potholing is between 4th and East Main Street for AT&T for draining structures.

The change orders numbers that are received from the contractors maybe a different change order number that is presented by the CED Department. The C/O number from the contractor may be different due to the fact that FDOT and/or PBCWUD did not have concurrency on a particular C/O.

BUDGET IMPACT:

\$18,245.03 – 2 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 #5.

ATTACHMENTS:

Change Order #5

RESOLUTION 2022 - 32

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

WHEREAS, pursuant to Resolution 2019-14 adopted by the City Commission of the City of Pahokee ("City") on March 26, 2019, the City and the Florida Department of Transportation (FDOT) entered into a grant funding Agreement for Construction and Construction Inspection (CEI) Engineering Services pertaining to S. Barfield Road from East Main Street to East 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 exploratory and survey work in order to resolve utility conflicts in connection with drainage for the Barfield Highway Reconstruction; and

WHEREAS, work involved will include exploratory potholing, surveying and re-staking of structures between 4th and East Main Street for AT&T draining structures; and

WHEREAS, the necessity for additional work has been verified through an Entitlement Analysis performed by Robert Audette, P.E. Sr. Project Engineer. Further, additional work in the amount of \$18,245.03 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 exploratory and survey work in order to resolve utility conflicts with drainage.

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

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

Section 2. Authorization and Approval. The City Commission of the City of Pahokee hereby authorizes and approves Change Order #5 for

additional exploratory and survey work in order to resolve utility conflicts with drainage.

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

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

PASSED and ADOPTED this 9th day of August 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, PA
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

CHANGE ORDER #5



CHANGE ORDER #5

Project: Barfield Highway Reconstruction
Date of Issuance: 3/28/2022
Owner: City of Pahokee
Project Engineer: Momentum CEI
Consultant/Contractor: Rosso Site Development

Project No: FM# 442030-1-31-01
Effective Date: 7/22/2022

Purpose of Change Order:

Barfield Highway Change Order #5- This change order is for Barfield Highway Reconstruction. The change order is for additional exploratory and survey work to resolve utility conflicts with drainage.

Exploratory potholing for AT&T conflict. This includes surveying and re-staking of structures. The exploratory potholing is between 4th and East Main Street for AT&T for draining structures.

Attachment:

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

Method of determining the change is:

Change Price:

- Unit Price
Lump Sum
Other

Method of determining the change is:

Change Times:

- Contractor's records
Engineer's records
Other

Increase/Decrease) in Contract Price:
\$18,245.03- cost covered by FDOT

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

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

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

RECOMMENDED:

AUTHORIZED:

ENGINEER

City of Pahokee
OWNER

BY: (Authorized Signature)

BY: (Authorized Signature)

Entitlement Analysis

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

Re: RFI #21 Additional Potholes and Survey

Description & Analysis:

This Change Order is written to compensate the contractor for additional exploratory and survey work to resolve utility conflicts with drainage.

RFI #21: Additional exploratory and survey work to evaluate drainage conflicts.

After performing initial potholes on 2/24/22, the contractor encountered an existing AT&T duct bank that conflicts with the proposed drainage system. The Contractor issued RFI #21 on 3/2/22 asking about resolution for Utility conflicts with drainage. In the first response to RFI #21, the EOR requested that additional survey be done at each inlet location on the west side to identify those that are in conflict and the extent of the conflict with the AT&T duct bank. This required that the Contractor go back and excavate at each structure location to provide survey information of the existing facility. This information was used by the EOR to generate a second and final response.

This Change Order does not address remedial measures proposed by the final RFI response. As solution, the EOR said to change 5 inlets tops to type 9 to allow for the box structures to be moved away from the utility.

The contractor is entitled for the cost of the initial and extra potholing and survey work directed by the RFI response to find resolution to the conflict.

2 days are granted with this Change Order.

The Contractor is 100% entitled to \$18,245.03 to perform the additional work.



Robert Audette, P.E.
Sr. Project Engineer

1302 South J Street
Lake Worth, FL 33460



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

Change Order Request

Owner CO No.: TBD

RSD CO No.: 12
Owner: City of Pahokee
Project: Barfield Highway

Owner Proj. No.: 2020-007
RSD Proj. No.: 01-20037
Date: 3/28/2022

Description: Exploratory potholing for AT&T conflict. This includes surveying and restaking of structures
RFI #21 Resolution: Exploratory potholing between 4th and Main Street for AT&T for drainage structures

#	Description	Qty	Unit	Unit Price	Total Price
1.00	Potholing for AT&T Conflict	1	LS	\$ 18,245.03	\$ 18,245.03
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total: \$ 18,245.03

Original Contract Amt \$ -
Amount of this Change Order \$ 18,245.03
Amount of Previous Change Order (s) _____
New Total Contract Amount \$ 18,245.03

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

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

Client Signature _____


Blair Simpson

7/19/22

Client Printed _____

Revisions

#	Date	By	Description
2	5/19/2022	BRS	Per comments

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	0.150 \$0.00
	MATERIAL TOTAL:	\$0.00

SUBCONTRACTORS					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Johnson Davis	1	LS	\$9,218.08	\$9,218.08
2	Atlas	1	LS	\$5,500.00	\$5,500.00
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	\$14,718.08
	Markup	0.05 \$735.90
	SUBCONTRACTOR TOTAL:	\$15,453.98

Equipment Total:	\$0.00
Labor Total:	\$2,418.60
Material Total:	\$0.00
Subcontractors Total:	\$15,453.98

Bond & General Liability Insurance:	\$372.45
MOT:	\$0.00
Total:	\$18,245.03



Bond & General Liability Insurance Breakdown


Bond Percentage	1.44%
General Liability	.648%



LABOR BURDEN

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

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


 Blair Simpson-VP

5-19-22
 Date

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

April 19, 2022

CHANGE ORDER # 5

Rosso Site Development

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

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

ADDITIONAL SURVEYING & MAPPING SERVICES

1) Conflict Locations at Drainage Structures Between 4th Street and Main Street

(Field & Office) \$ 2,500.00

2) Re-Stake Drainage Structures Between 4th and Main Street \$ 3,000.00

Total CO #5 Lump Sum \$ 5,500.00

IN WITNESS WHEREOF, the CONSULTANT and the CLIENT have executed this Agreement the day and year indicated below:

As to CONSULTANT
Atlas Surveying & Mapping Inc.

As to CLIENT
Rosso Site Development

Kenneth Drury, P.S.M.
President
Date: _____

Name
Title
Date: _____



CHANGE ORDER REQUEST

Date: 6/27/2022
J-D Project # : 41792
J-D COR Proposal #: 14 R2

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

Attn: James Washington

Project: **Barfield Hwy**
RE: **Exploratory Potholing Conflicts in ROW (West Side of Barfield Hwy from 4th to Main St)**

James,

The following is our cost summary and detailed breakdown for the additional work requested to pothole AT&T conflicts to collect as-built data for the EOR. To locate Drainage Structures and conduit conflicts on West End of Barfield Hwy beginning at 4th St. specifically @ S-133, S135, S-140, S-144, S-145, S-147, S-149. All work is based on T&M.

DATE: Feb 24th & April 1st

TASK: Exploratory Potholing Conflicts in ROW (West Side of Barfield Hwy from 4th to Main St)

1	Labor	1	LS	\$4,546.95	\$4,546.95
2	Equipment	1	LS	\$2,171.13	\$2,171.13
3	Material	1	LS	\$0.00	\$0.00
4	Subcontractors	1	LS	\$2,500.00	\$2,500.00

Total Amount of Change Order: \$9,218.08

Total Amount of Days Added to The Contract: 2

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

Sincerely,

Chad Rawlinson

Chad Rawlinson
Project Manager



Johnson-Davis Inc.

Johnson-Davis Inc.

Job Name: Barfield Hwy

Date: 6/27/2022

JD Job #: 41792

J-D COR Proposal #: 14 R2

Description of Work: For Potholing Conflicts with Drainage West side of Barfield Hwy
Feb 24th & April 1st

Labor: For Potholing/Soft Digs West Side Drainage

Name	Position	Standard Hours	Overtime Hours	Standard Rate	Overtime Rate	Total
Superintendent	Super	4	0	\$ 69.26	\$ 103.89	\$ 277.04
Foreman	Foreman	16	1.5	\$ 43.09	\$ 64.63	\$ 786.37
Operator - Loader	Oper-Ldr	8	1.5	\$ 21.29	\$ 31.93	\$ 218.20
Skilled Laborer	SL	8	1.5	\$ 18.75	\$ 28.12	\$ 192.16
Skilled Laborer	SL	8	0	\$ 18.75	\$ 28.12	\$ 149.98
Skilled Laborer	SL	8	0	\$ 18.75	\$ 28.12	\$ 149.98
Operator - Excavator	Oper-Exc	16	1.5	\$ 25.45	\$ 38.18	\$ 464.54
Pipe Layer	PL	8	0	\$ 23.95	\$ 35.92	\$ 191.58
Pipe Layer	PL	5	0	\$ 23.95	\$ 35.92	\$ 119.74
Truck Driver	D	3.5	0	\$ 22.27	\$ 33.41	\$ 77.95
Support Crew Leader	CL	8	2.5	\$ 23.90	\$ 35.85	\$ 280.83
Support Crew Skilled Labor	SL	8	2.5	\$ 19.40	\$ 29.10	\$ 227.95
Labor Subtotal						\$ 2,627.54
Burden 0.442						\$ 1,326.33
Markup on Labor 15.0%						\$ 593.08
Labor Total						\$ 4,546.95

Equipment: For Potholing/Soft Digs West Side Drainage

Description	Qty	Hours	Rate	Total
Superintendent Vehicle	1	4	\$ 21.24	\$ 84.96
Foreman Truck with Hand Tools	1	17.5	\$ 18.56	\$ 324.80
30-52 Komatsu WA-270-8 Loader	1	9.5	\$ 55.70	\$ 529.15
35-66 Mini-Hoe Jubota KX121-3ST (30 HP Kubota)	1	20	\$ 24.06	\$ 481.20
Support Crew Truck with Hand Tools	1	10.5	\$ 29.85	\$ 313.43
35-61 Mini-Hoe Kubota KX913R1S (30 HP Kubota)	1	8	\$ 19.30	\$ 154.40
			\$ -	\$ -
Equipment Subtotal:				\$ 1,887.94
Markup on Equipment 15.0%				\$ 283.19
Equipment Total				\$ 2,171.13

Material:

Description	Qty	Unit	Rate	Total
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Material Subtotal:				\$ -
Tax 7%				\$ -
Markup on Material 15.0%				\$ -
Material Total				\$ -

Subcontractor

Description	Qty	Unit	Rate	Total
Mobilization	1	LSU	\$ 2,500.00	\$ 2,500.00
				\$ -
Subcontractor Subtotal:				\$ 2,500.00
Subcontractor Total				\$ 2,500.00

Total: \$ 9,218.08

Comments: Inclusions & Exclusions:

This COR includes; (1) Mobilization.



JOHNSON-DAVIS INC.

Contractors

604 HILLBRATH DRIVE
LANTANA, FL 33462-1694
PHONE: 561-588-1170 FAX: 561-585-5252
CU-C043087

Subject: Labor Burden Certification

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

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

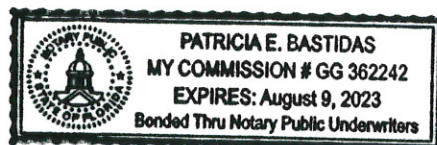
TOTAL BURDEN RATE = 44.2%

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

Thank you,

John Stanley
Chief Financial Officer

State of Florida, County of Palm Beach
Sworn and Subscribed before me this 19 day of May, 2022
Patricia E. Bastidas
Notary Public Personally Known to Me
My Commission Expires: Aug. 9, 2023



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



DAILY DRIVER'S REPORT

DATE: 2/18/2022

DRIVER: Henry Buchholz

Section I, Item D.

DAY OF WEEK: Friday

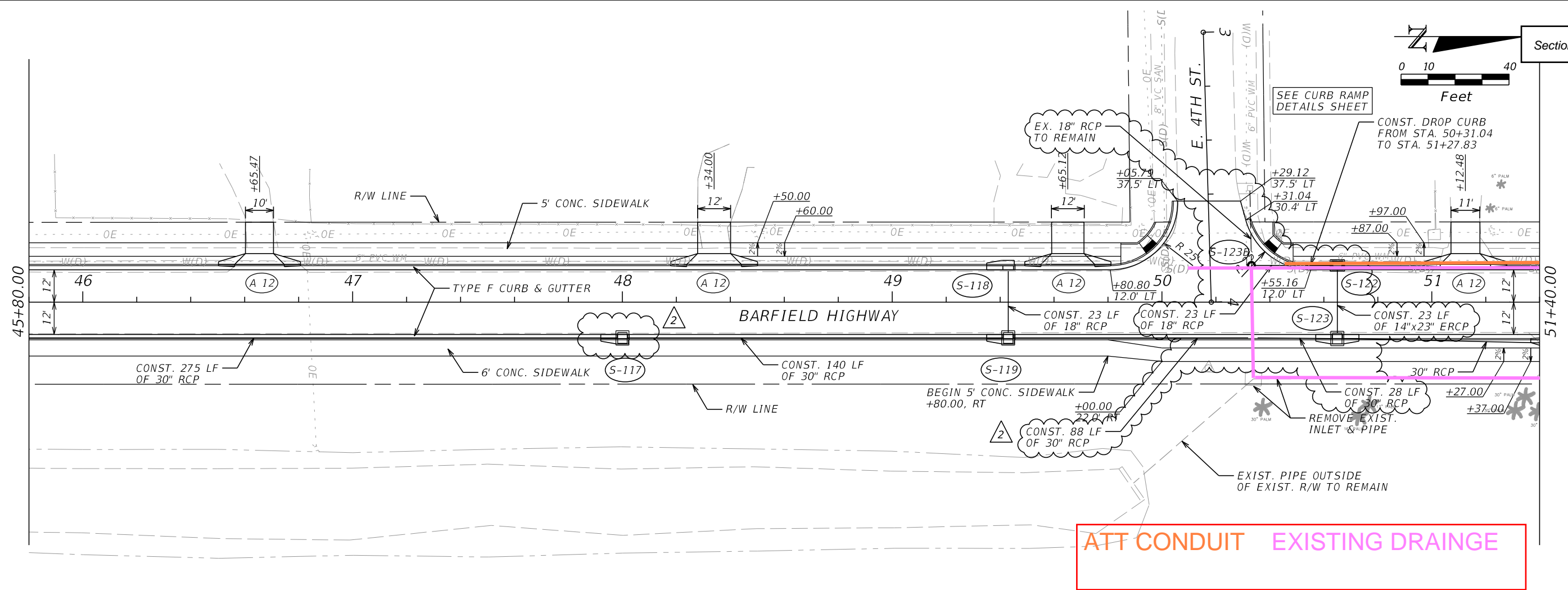
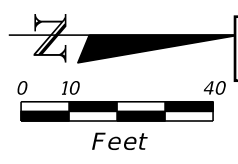
VEHICLE #: 45-220

START TIME: <u>8:30</u>	Location: <u>SD Yrd</u>	
TASK: <u>Pletrip</u>		
DESTINATION: <u>Benfield</u>		
TIME OUT: <u>9:00</u>	JOB NO: <u>220</u>	TOTAL: <u>.5</u>
TIME IN: <u>10:00</u>	Location: <u>Benfield</u>	
TASK: <u>load Henry box / Ride boat</u>		
DESTINATION: <u>SD Yrd</u>		
TIME OUT: <u>11:00</u>	JOB NO: <u>4179</u>	TOTAL: <u></u>
TIME IN: <u>12:00</u>	Location: <u>SD Yrd</u>	
TASK: <u>off load</u>		
DESTINATION: <u></u>		
TIME OUT: <u>1:00</u>	JOB NO: <u>220</u>	TOTAL: <u>.5</u>
TIME IN: <u></u>	Location: <u></u>	
TASK: <u></u>		
DESTINATION: <u></u>		
TIME OUT: <u></u>	JOB NO: <u></u>	TOTAL: <u></u>
TIME IN: <u></u>	Location: <u></u>	
TASK: <u></u>		
DESTINATION: <u></u>		
TIME OUT: <u></u>	JOB NO: <u></u>	TOTAL: <u></u>
TIME IN: <u></u>	Location: <u></u>	
TASK: <u></u>		
DESTINATION: <u></u>		
TIME OUT: <u></u>	JOB NO: <u></u>	TOTAL: <u></u>

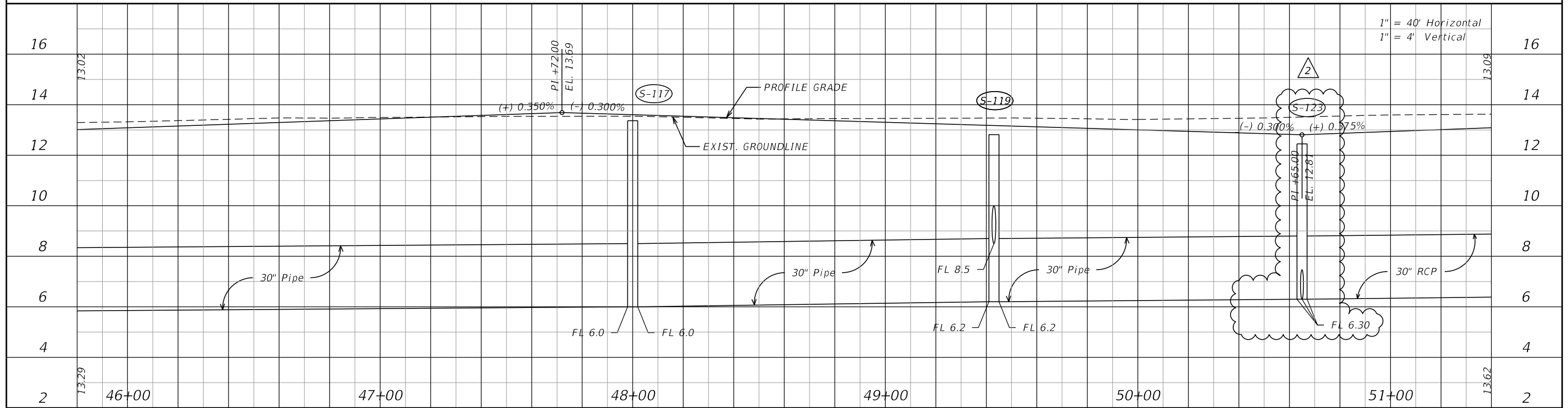
9	TIME IN	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
10	TIME IN	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
11	TIME IN	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
12	TIME IN	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
HOURLY SUMMARY			
	JOB NO.	TOTAL HOURS	CODE NO.
1	<u>220</u>	<u>1.0</u>	
2	<u>4179</u>	<u>3.5</u>	<u>1250.1.</u>
3		.	
4		.	
5		.	
6		.	
7		.	
8		.	
9		.	
10		.	
11		.	
12		.	
TOTAL HOURS		<u>4.5</u>	
TIME SHEETS CODED BY		<u>[Signature]</u>	
TIME CARDS VERIFIED BY			

Notes:

ENTERED FEB 23 2022



ATT CONDUIT EXISTING DRAINAGE



1" = 40' Horizontal
1" = 4' Vertical

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

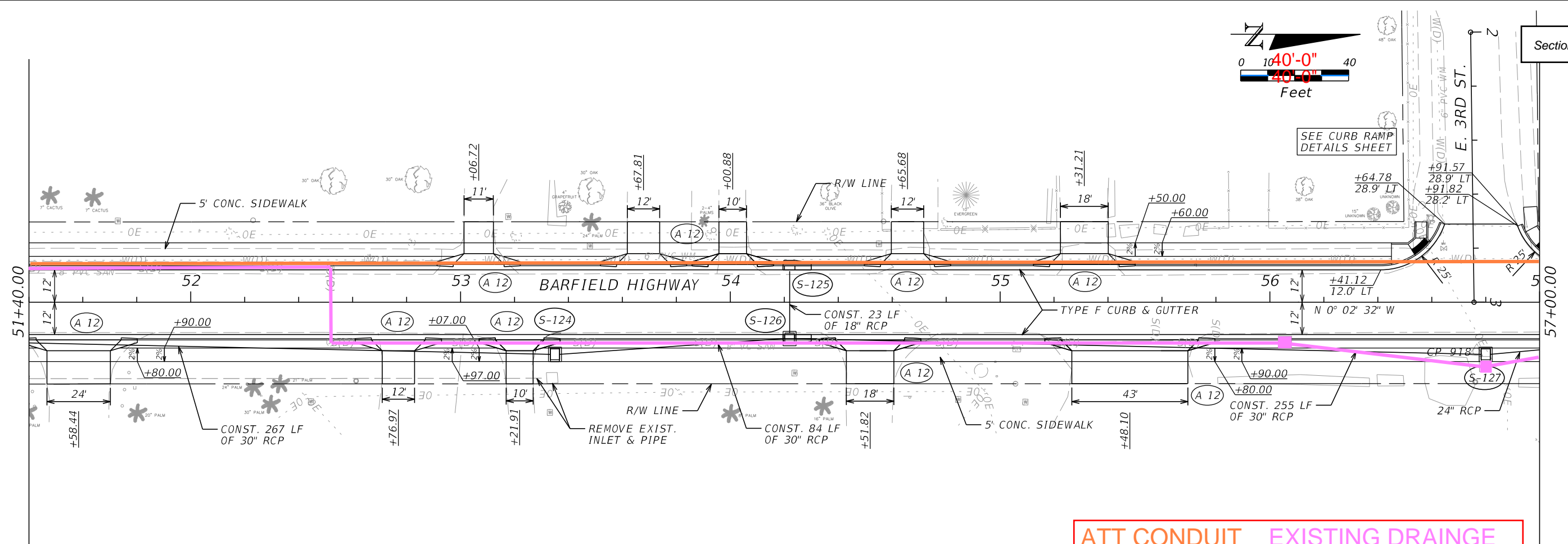
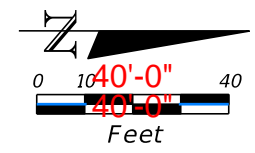
RODERICK MYRICK, P.E.
P.E. LICENSE NUMBER 56969
AE ENGINEERING, INC.
219 N. NEWNAN STREET, 4TH FLOOR
JACKSONVILLE, FL 32202
CERTIFICATE OF AUTHORIZATION: 27212

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

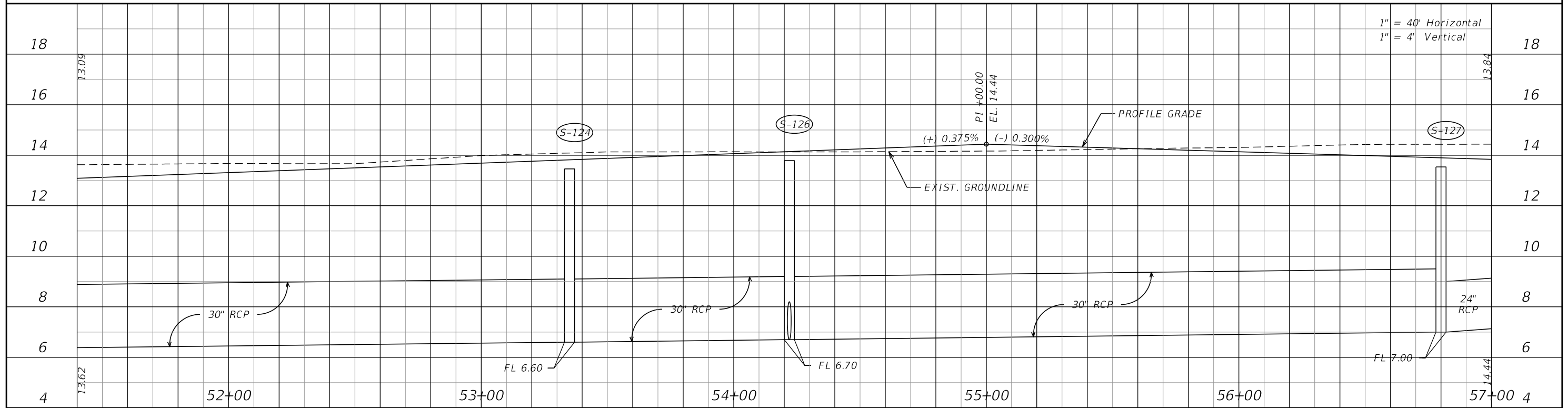
ROADWAY PLAN-PROFILE

SHEET NO.	66
	17

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ATT CONDUIT EXISTING DRAINAGE



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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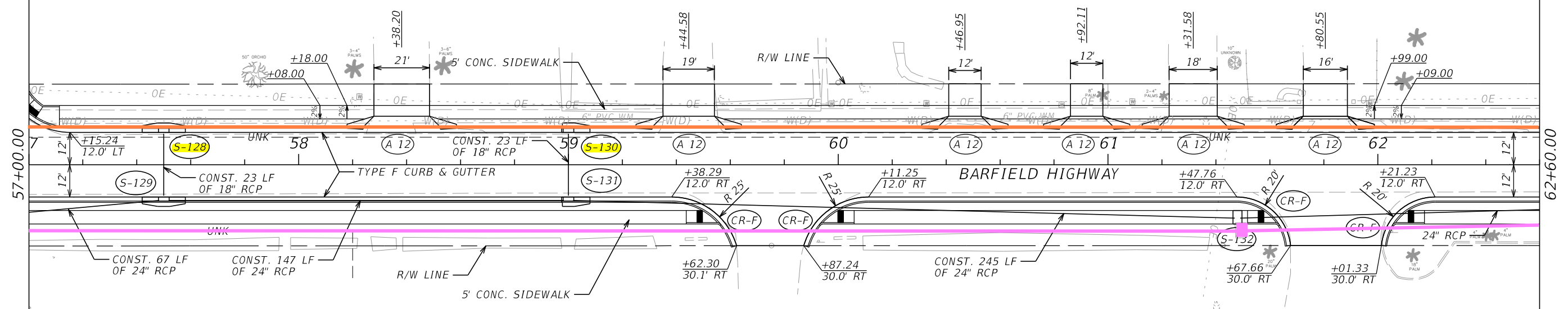
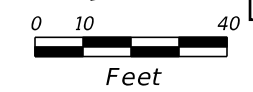
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	PALM BEACH	442030-1-54-01

ROADWAY PLAN-PROFILE

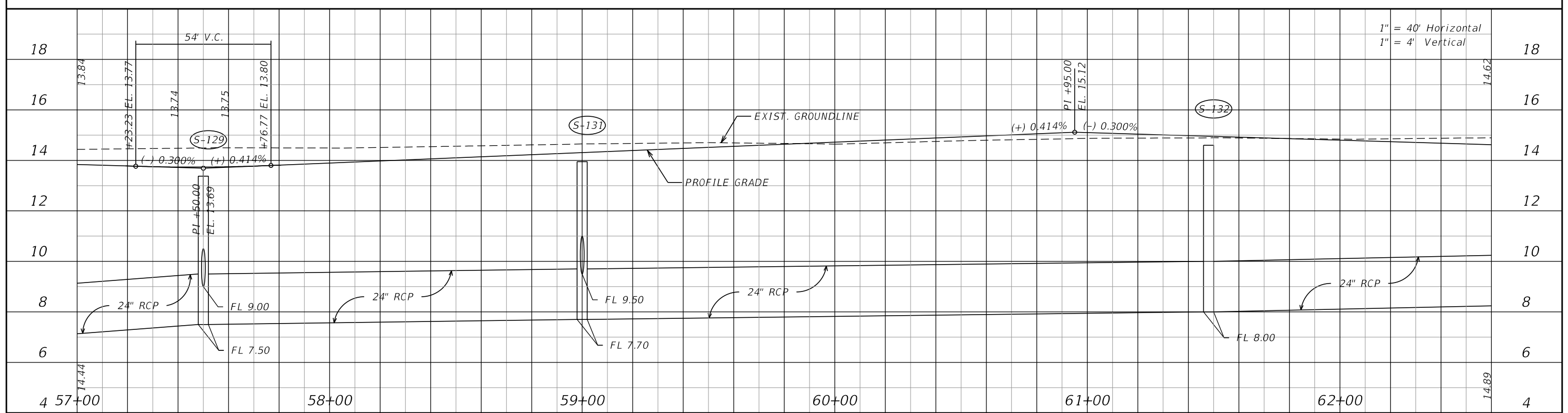
SHEET NO.	67
	18



Section I, Item D.



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

RODERICK MYRICK, P.E.
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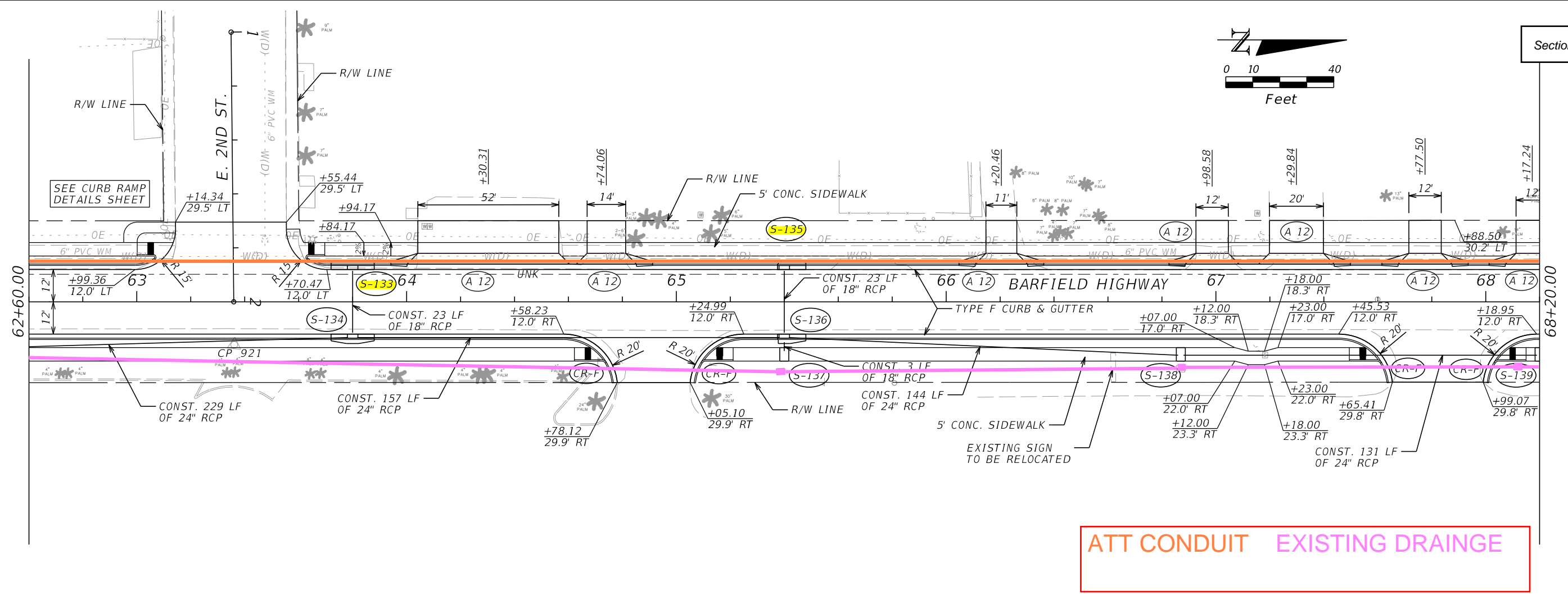
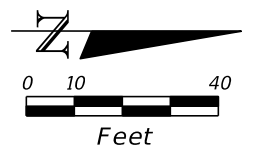
CITY OF PAHOKEE		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	PALM BEACH	442030-1-54-01

ROADWAY PLAN-PROFILE

SHEET NO. 68

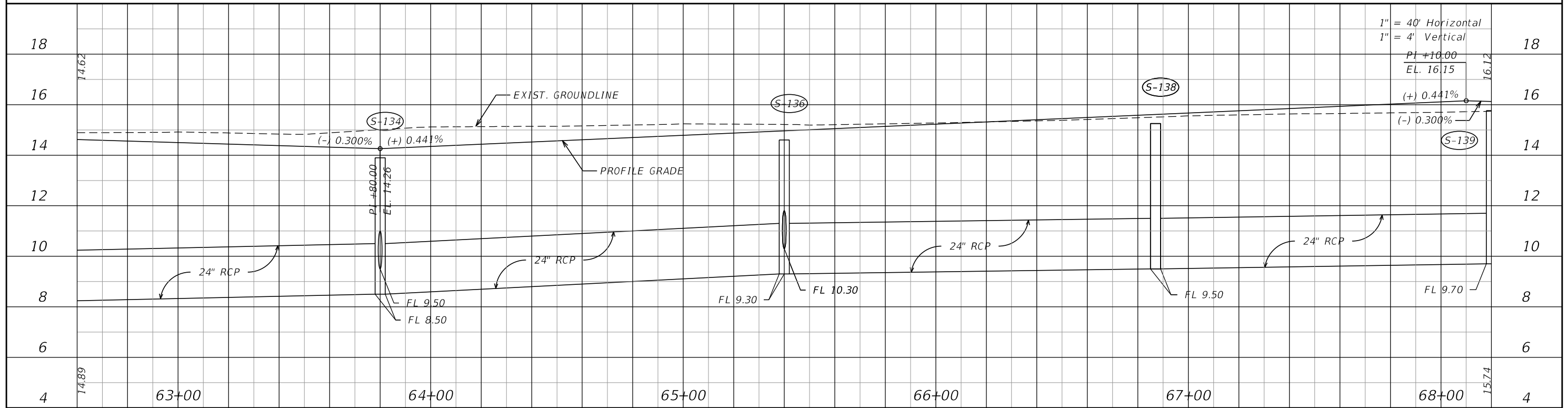
19

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EXISTING DRAINAGE



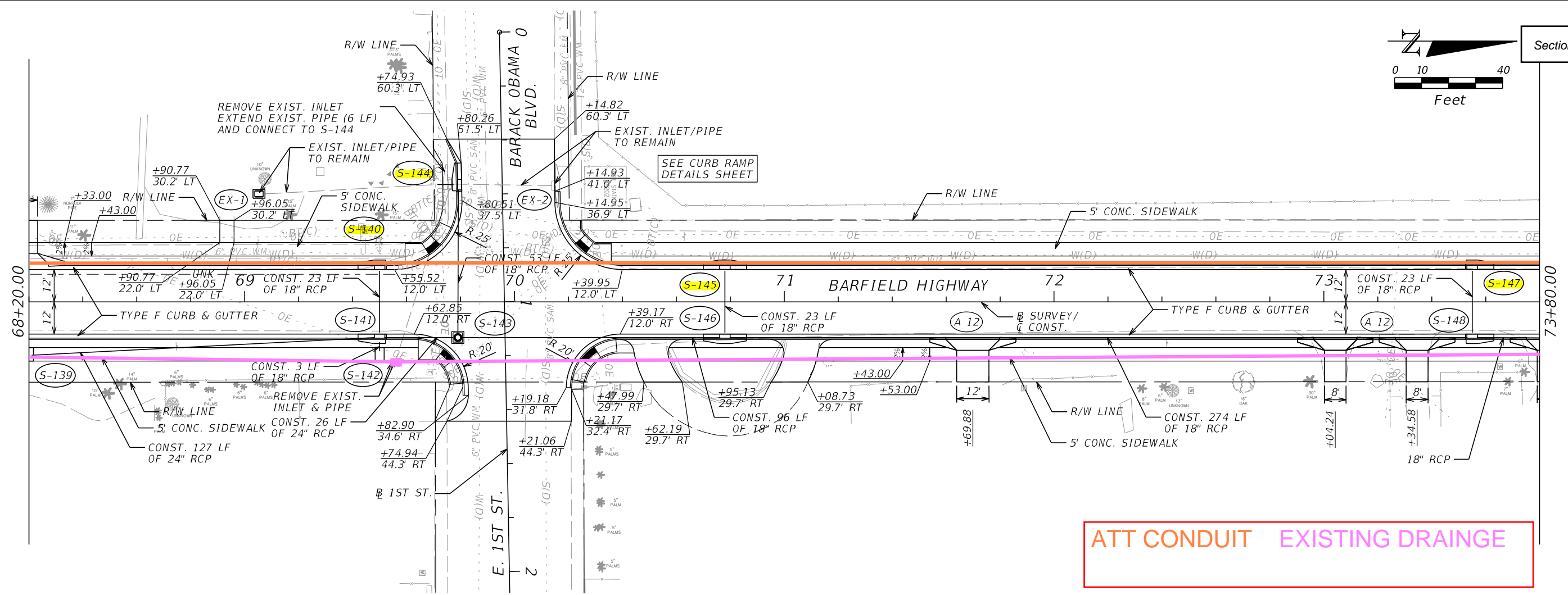
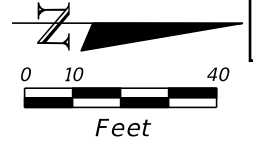
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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

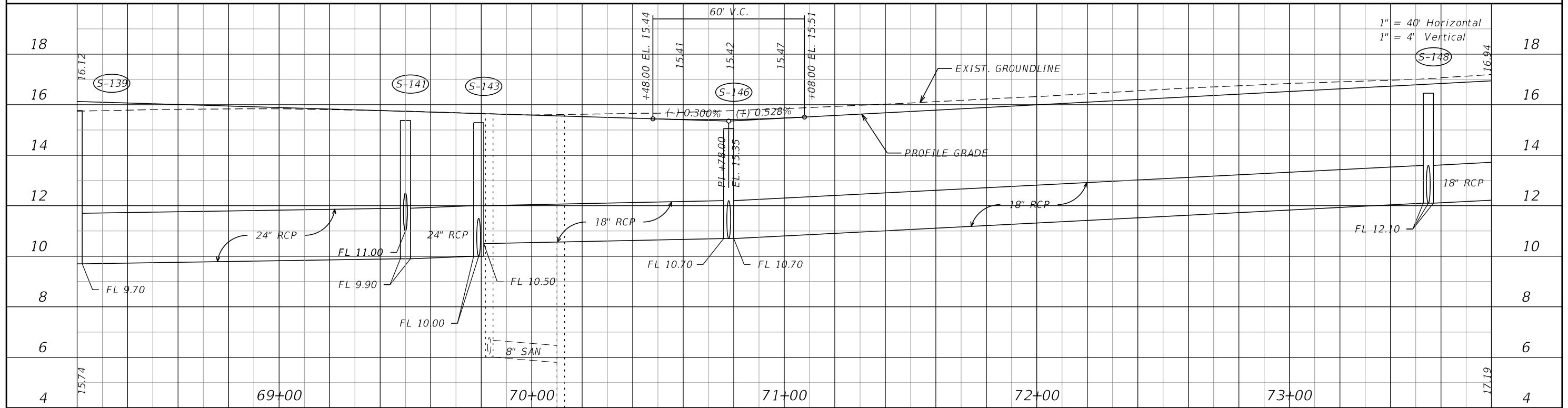
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	PALM BEACH	442030-1-54-01

ROADWAY PLAN-PROFILE	
SHEET NO.	69
	20

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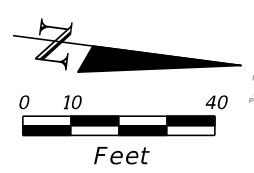
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	PALM BEACH	442030-1-54-01

ROADWAY PLAN-PROFILE

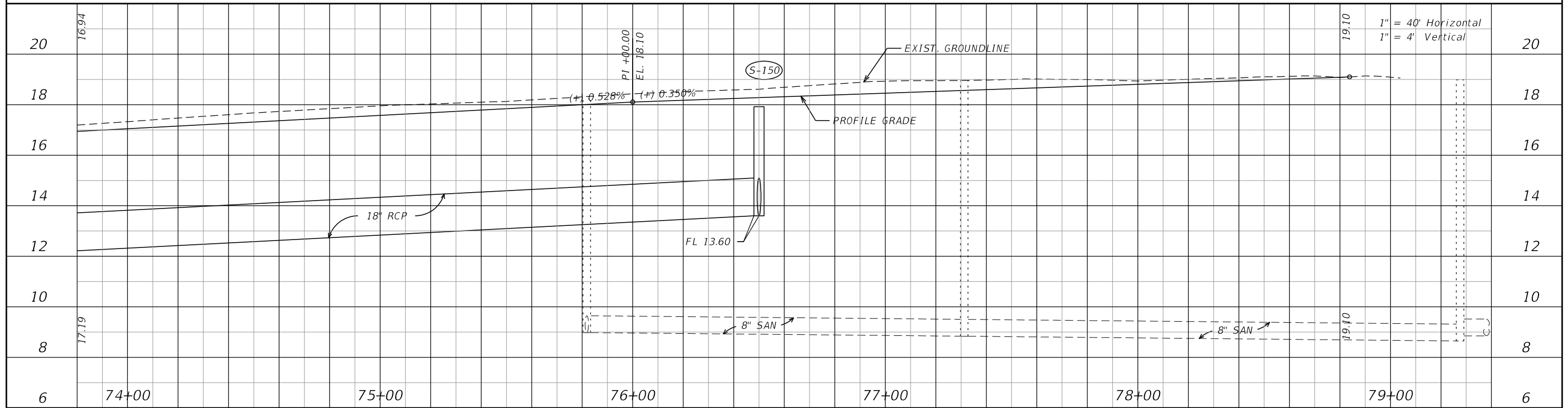
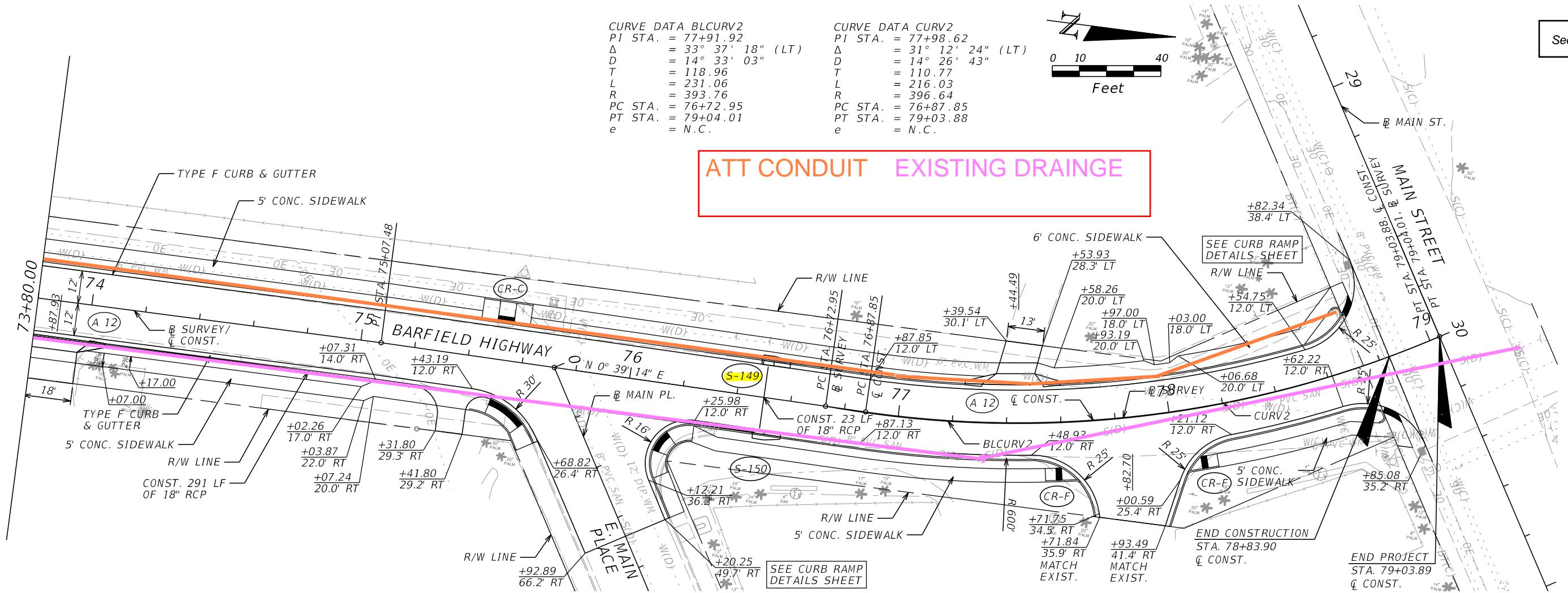
SHEET NO.	70
	21

CURVE DATA BLCURV2
 PI STA. = 77+91.92
 Δ = 33° 37' 18" (LT)
 D = 14° 33' 03"
 T = 118.96
 L = 231.06
 R = 393.76
 PC STA. = 76+72.95
 PT STA. = 79+04.01
 e = N.C.

CURVE DATA CURV2
 PI STA. = 77+98.62
 Δ = 31° 12' 24" (LT)
 D = 14° 26' 43"
 T = 110.77
 L = 216.03
 R = 396.64
 PC STA. = 76+87.85
 PT STA. = 79+03.88
 e = N.C.



ATT CONDUIT EXISTING DRAINAGE



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

ROADWAY PLAN-PROFILE	
SHEET NO.	71
	22

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