



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, March 8, 2016 6:00 p.m.

360 E. Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the March 8, 2016 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

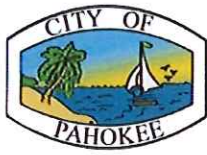
E. ADJOURN

AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
TUESDAY, March 8, 2016 7:00 P.M.



- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
 - 1. **February 23, 2016 Regular Scheduled Commission Meeting**
- G. CONSENT AGENDA:
- H. ORDINANCE:
- I. RESOLUTIONS:
 - 1. **RESOLUTION 2016 – 04 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SUBRECIPIENT AGREEMENT BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE.**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
- L. PRESENTATIONS:
 - 1. **Commissioner Allie Biggs**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
 - 1. **Floodplain**
- P. OLD BUSINESS:
 - 1. **Gymnasium Update**
 - 2. **City Manager's Evaluation**
- Q. NEW BUSINESS:
 - 1. **E. Main Place Improvement Bid Tabulation/Recommendation**
 - 2. **City of Pahokee Properties Sale/Bid**
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING MINUTES
Tuesday, February 23rd, 2016**

Pursuant to due notice the regularly scheduled Commission meeting was held in the Commission Chambers at 360 E. Main St., Pahokee, Palm Beach County, Florida on Tuesday, February 23, 2016.

The meeting was called to order by Mayor Walkes at 7:03p.m.

Official attendance was recorded as follows:

Roll Call:	Mayor Colin Walkes	Present
	Commissioner Allie Biggs	Present
	Commissioner Felisia Hill	Present
	Commissioner Nathaniel Holmes	Present
	Vice Mayor Diane Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lt. Daniel Picciolo	Present
	Deputy City Manager Tammy Jackson-Moore	Present
	City Clerk Tijauna Warner	Present

Additions, Deletions, and Approval of Agenda Items:

Vice Mayor Walker suggested adding the City Manager's Evaluation to the Agenda under New Business Q2.

Approval of Amendments to the Agenda.

Motion by Commissioner Holmes. Seconded by Commissioner Hill.

Motion carried on unanimously.

Approval of Minutes:

1. January 26, 2016 Regular Scheduled Commission Meeting.

Approval of Minutes.

Motion by Vice Mayor Walker. Seconded by Commissioner Holmes.

Motion carried on unanimously.

Ordinance:

1. **ORDINANCE 2016 (second reading) – 01 AN ORDINANCE OF THE CITY OF PAHOKEE AMENDING SECTION 17-216, PERTAINING TO THE ENFORCEMENT OF NOISE CONTROL REGULATIONS IN THE CITY, ADDING SECTION 17-216(c), PROVIDING FOR ALTERNATIVE METHOD OF ENFORCEMENT BY A LAW ENFORCEMENT OFFICER, PROVIDING SEVERABILITY, CONFLICTING, INCLUSION IN THE CODE, AND EFFECTIVE DATE.**

Mayor Walkes opens the floor for public comments, there were no comments from the public. Mayor Walkes then ask if the Commissioners have any comments.

Commissioner Biggs asked if during the City Commission Workshop, did the Mayor explain what the ordinance was about.

Mayor Walkes advised the City Attorney Mr. Brandenburg to explain what the ordinance is all about.

City Attorney Mr. Brandenburg explained this ordinance resulted from a request from the Sheriff Department. The City has a current noise ordinance that's only enforceable through Code Enforcement. The Sheriff Office has requested the ability to alternately for them to enforce it as well. This ordinance is the addition for them to enforce the noise ordinance.

Mayor Walkes advised he thinks Commissioner Holmes had a real valet question about the ordinance with noise in car or vehicles.

Commissioner Holmes advised it was just a statement.

Mayor Walkes advised he thinks it is the concern of the community, does the ordinance affect car with loud music.

Commissioner Hill wants to know how would the Sheriff determine how loud the music can be.

Lt. Picciolo advised car on the road way are not affected by this ordinance. If it's a parked car, now it becomes enforceable with the noise ordinance.

Mayor Walkes advised he wanted to explain to the citizen if the car is in motion, it can't be stop for loud music. But, if the car stops then the ordinance can be enforced.

Vice Mayor advised it was her concern as it relates to some type of grace period, then afternoon she was told that they could not stop vehicle it eliminated her concerns. Now, I am hearing if the car it sitting then it can apply. So, what are we going to do to make the citizens aware of this?

Commissioner Hill advised that's concerns I have. I've had a couple of experiences with the Sheriff Office that was not great.

Lt. Picciolo advised he don't mean to interrupt, but they have dealt with those two isolated incidents. I assure you that wasn't through this command.

Mayor Walkes advised he thinks the Vice Mayor and Commissioners bring up a good point, the education of the community and the citizen is important.

Lt. Picciolo advised like the attorney stated at the last commission meeting, this is nothing new. The only change is now instead of code enforcement, the Sheriff can enforce it.

Commissioner Hill inquired the only things she's saying is how we are going to make the citizens aware of this? Is it going to go on the website, town meeting, or something? This is something we have to elaborate on to make the City understand it. We have Sheriff that will use this to their advantage to get what they want out of the situation. Let me say this, I am very supportive of PBSO, but I must complete it very real.

City Attorney advised the officer that's called to the scene has the right to determine what noise is unreasonably loud that it becomes a nuisance to the neighbor and exercise his authority to go up to the door and ask the occupants to turn it down.

Commissioner Holmes advised if it outside of 100ft., then it's in violation.

Vice Mayor Walker still have a concern, not so much that it's transferred over to the Sherriff Office but if Code Enforcement ever enforced that rule. Now, that it's going to the Sherriff Office because their more visible in the community they're going to enforce it. I just hope they're a little lenient in the community.

Commissioner Holmes asked do we have that problem in the City.

Vice Mayor Walker advised she think it became an issue during Turn-Up.

Commissioner Biggs advised somewhere along the line we have to let each agency do their jobs and have trust among ourselves. In the case if someone is done wrong, I am sure that it would come to circle. At this point, we know that all our laws haven't been enforced. We just want to try to make it better, we say we want a better Pahokee. Let's work with the Sheriff Office and our people instead of feeding into mess, we got to let them know this is going to happen. If a young man's driving a car, make sure your music is not too loud. If it doesn't work, we bring it back to the Commission and we change it again. We got to work to try to make it a better Pahokee or let it go. I mean it's just one way or another. At this time, we got to think about it and not just worry about people being upset; that's why people get elected. We can stand firm and make sure people will be able to live peacefully in Pahokee. That's just my opinion.

Commissioner Holmes advised he don't think that's feeding into mess, he thinks that's why the citizens put us up here. So, we can get on these things together.

Mayor Walkes advised that's what we here for.

Vice Mayor Walker advised it's nothing against the Sheriff Office, but we must allow the citizens to education on this ordinance. I know there's a saying that ignorance is no excuse, but sometimes we don't all know everything. It would be helpful if we all have an opportunity to be educated about the changes that are taking place.

Mayor Walkes thanks the Commissioners and thanks if there's any other further discussion.

Approval of Ordinance 2016 – 01.

Motion by Commissioner Biggs. Seconded by Commissioner Hill.

Motion carried on unanimously.

Resolutions:

1. **RESOLUTION 2016 – 03 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND (EDTF) AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.**

Approval of Resolution 2016 – 03.

Motion by Vice Mayor Walker. Seconded by Commissioner Holmes.

Motion carried on unanimously.

Proclamations:

1. **American Red Cross Month 2016**

Approval of American Red Cross Month 2016 Proclamation.

Motion by Vice Mayor Walker. Seconded by Commissioner Holmes.

Motion carried on unanimously.

Presentations:

1. **Honoring Anquan Boldin –plaque present by the City of Pahokee.**

Mr. Anquan Boldin thanks the City for putting him on the spot. I want to thank the City Commission, Mayor, Vice Mayor, citizens of Pahokee, and the City Manager. There's a lot of time you get honored in different place, but it's more important to get honored at home. I am honored to come back to it ever year because this is where my heart is, first and foremost. I don't do it by myself; it's a lot of people that help me. Two of them are here now, my father and Hakeem. The rest of my board members couldn't be here, my wife, Bishop Banks, and many more. It's a lot of times I am out of town at work and their handling my foundation. Those are the people who really should be honored because they put in a lot of time and effort. Not because somebody's doing something for them, but because they all do it out of the kindness of their hearts. I am happy and proud to be a part of them, as well as they are to be a part of

my organization. Like I said for us, it starts in Pahokee; this is where our heart is. We all grew up here and our heart is here, the potential is here. I Love Pahokee!

Mayor Walkes thanks Mr. Bolding for accepting our honoring and representing Pahokee. It's really refreshing. Once again we thank you for keeping our home in your heart. I listen to you when you are on the Grammy's, I listen to you when you do everything you do and you do it with class and you do it with dignity. I really thank you for keeping God first in everything that you do. My sons they watch you and listen to you. Thank You!

Commissioner Biggs couldn't even think about rewarding for the many time you showed acts of kindness. From the youngest, from the riches to the poorest, you have shown kindness. We thank God for you not just Mrs. Biggs, we may not show it but we really do. Thank you for not forgetting about where you came from, thank you for not forgetting this place, and thank you for be concerned about Pahokee and we love you.

Vice Mayor Walker advised she admire his humbleness, it's an inspiration and I hope that anymore pattern after you.

Commissioner Hill thanks Anquan Boldin and asked that he continue to do what he's doing.

City Manager Mr. Williamson wants to personally thank Mr. Boldin for being here tonight, your family, and especially your foundation. You've had some conversations with this administration and one thing that's important is that we relate to you the integrity your resources provided here in the City of Pahokee. I can assure you your contributions will be accounted here in the City of Pahokee. Your diligent and your support for this community, you can fairly see that the love for you is truly in this community and we won't take that for granted here. Moving forward, we look forward to working with you. Thank You!

Report of the Mayor:

Mayor Walkes advised he only have two things he would like to mention here this evening. A big thank you to AJ and the staff for putting up our Q81 signs for Man of the Year. If you haven't noticed in the community, there are a lot of signs popping up; this is the work of the Public Works Department. They're stepping up to the plate and utilizing the skills and resources that they have at their disposal to make out city beautiful. I want to thank them. The other report is if we can all come out and meet and have coffee with our Chief on Monday, March 14 at 5pm at the Bank of Belle Glade that will be great. Come out and hear what our chief has to say to us when it comes to safety in our community. That's it for the report of the Mayor. City Manager.

Report of the City Manager:

City Manager Mr. Williamson advised he heard by from the Department of Health and they are willing to come out to a Town Hall meeting to inform the citizens in Citizen Villa about the Bio-Mass incident. I also spoke with Mark the executive director for SWA and he's also willing to come out and help host that Town Hall meeting to give out important information on the next step forward. We have been discussing this in Commission meeting for some time and I think it's time we provide our citizen with some information that they need. Also, there was a conversation about insurance company not returning or not being responsive to the citizen out there in Citizen Villa. That's certainly not our area, but expressing that the insurance company needs to do their diligent to their needs. I know that the City Managers' Evaluation is on the agenda and currently HR's completing a packet. All Commissioners will receive that evaluation packet on Thursday, you will have several days to complete it. Once you get that back to HR Manager, there's also opportunities for you to ask questions. We have a short window for that evaluation, so we'll move fairly quickly with that. If you have additional questions, the HR Manager is here and she can explain that process with a little bit more deals. We had a short conversation about the economic development in Pahokee and what we need to do to move the City forward. I briefly mentioned that we may need to start researching bonds in the City of Pahokee for economic and restructure development o recruit what we need in the City of Pahokee. We are going to be looking into that to gather some information. This is the time and place to be having these conversations coming off the State of the City Address. Like Commissioner Biggs said we are going to have to be honest about what it's going to take to rebuild our infrastructure to address our company and also provide economic development right here in the City of Pahokee. Lastly, there's another conversation about amending the budget when travel it not an approved budget. Moving forward, we do need to amend the budget when there's travel that's not pre-approved within the budget for the year. Moving forward, I need to be mindful of that as well even if it's just for \$500.

Commissioner Biggs questions for two incidents she knows of, we will just going back and amend the budget or leave it where it is at this time.

City Manager Mr. Williamson advised that the second trip to Tallahassee was practically funded by the organization. We expect that refund here shortly for the hotel stay and the first trip was approved by the Commission with the Tri-Cities.

Commissioner Biggs advised that wasn't amended, approval of the event is different.

City Manager Mr. Williamson advised from now on, we need to amend the budget.

Commissioner Biggs advised the citizens that she was late due a doctor's appointment, she just wanted the citizens to know.

City Manager Mr. Williamson advised we just need to be mindful that we must amend the budget for activities outside of the budget. We are going to make sure it's amended before the travel or shortly after.

Vice Mayor Walker advised in the future the Mayor may call special meeting to eliminate the concerns we are having now and hopefully the majority of us can be there to handle business.

City Manager Mr. Williamson responded yes ma'am.

Report of the City Attorney:

City Attorney Mr. Brandenburg advised he has no items to report on.

New Business:

1. Peach Palm County League of Cities – Delegation of Voting Delegate

Mayor Walkes asked the Commissioners if all Commissioners names should be on the list and advised that we do have to vote on it as well for the Palm Beach County League of Cities.

Commissioner Biggs advised in the past they only had one alternate.

City Clerk Ms. Warner advised that all Commissioners could be alternates on the voting delegation for Palm Beach County League of Cities. If the primary delegate is not there, then the alternates can vote.

Commissioner Biggs advised let her correct that, it's either one of us not just the Mayor. Either one of us can be appointed, I'm just saying.

Vice Mayor Walker suggested selecting the Mayor as the delegate and it would be appropriate that whoever the Vice Mayor is at that time be the first alternate and there after each Commissioner afterwards.

Approval of all City Commissioners on Voting Delegation.

Motion by Vice Mayor Walker. Seconded by Commissioner Holmes.

Motion carried on unanimously.

Mayor Walkes begins to discuss the City Manager's Evaluation.

Vice Mayor Walker motioned it be removed because the City Manager discuss it in his report.

Approval of removing City Manager's Evaluation from the Agenda.

Motion by Vice Mayor Walker. Seconded by Commissioner Holmes.

Motion carried on unanimously.

Citizen Comments:

Ms. Deborah R. Abner (representing Big Mama's) requested for purchase documents presented. As you know, I am the owner and operator of Big Mama's Kitchen. That business have stagnated and moved to another location. I've found that the City had property available at down town on Buddy White Avenue and Rardin Avenue. What you have in front of you is a presentation for a request for purchase. Big Mama's is a mobile business, but it's not like your regular mobile business where you can just get your truck and put it anywhere. It's a big truck; so once you set it, it

cannot move around because it will cause too much danger to the truck. It has to be stable, so having said that if you look at the back sheet of the property description. It was a for sale sign there, but recently it was removed. If the City can combine those properties and give me a reasonable price I will purchase the properties. The Commissioners know I have had many challenges with Big Mama's Kitchen. Now, Sara Perez has offered me some relief by putting it inside her gate. It's in her fence and it's safe, but now it's not operating though I just paid taxes and late charges for a business that's not operating.

Mayor Walkes asked when we conduct the sale of City property does it have to go out for bid or can the City Manager work with Ms. Abner.

City Attorney Mr. Brandenburg advised it's going to have to be advertised, there's a specific requirement in your code requiring that.

Mayor Walkes advised Ms. Abner to work with the City Manager, if she hasn't already done so.

I have been working with Ms. Warner for several months, I've been told several times that the property was going out for bid. It was supposed to go out for bid in January, but it didn't. Now, since everybody is focused on getting everybody from the outside in, they're forgetting about us. I want to legally run my business, I can do it the wrong way but I won't. I have been in business for more than 10 years now.

Mayor Walkes advised he thinks we can help you come to some type of conclusion.

City Manager Mr. Williamson advised those properties did go out for bid last year here in the City of Pahokee. Beyond that, the City's required once a year to put those properties on sale and we will be developing that list this year. In the process of researching and developing the list for 2016, we came across an ordinance that was passed in 2007 that stated every three years the City must provide a listing of properties for affordable housing. We are in the third year. We are also developing a food truck park here in the City of Pahokee, here you can permanently park your truck and we want to do that in the City of Pahokee. We have other investors interested in this property as well for affordable housing. So, give us an opportunity to work for you and the City of Pahokee.

Commissioner Biggs advised she hears all of that but it's supposed to be a certain amount of land before you can build a house on it and this property doesn't meet the requirement. Pahokee is supposed to be the poorest city in the State of Florida. I have heard fight by other Commissioners that have come up here and been granted. It hurts my heart, but we have the right to look beyond some things and reach out to try to provide for people that are trying to make it. We work with different people all the time and throw out the book about what the charter said. I know Ms. Abner has been at this for the last couple of years and it's sad because we couldn't help her. A lot of people sell stuff and the City doesn't get one dime and they're getting rich off it. I'm not running anymore, but I still have a voice now. It's the right thing to do. There's not enough property there to build a house, if it was I could understand that. The Perez has bought property that's been out there for so many years and now it's going to waste. So, why can't we sell this little piece of property to help her get her business going? Who knows, she might give somebody a free meal sometimes. I am talking about us helping each other in the City. That's all I'm asking. We can work with her.

Commissioner Hill asked with her situation; she has been at this for about 2 to 3 years fighting, can we lease the space or rent it out. Give her some type of agreement, just to let her see if it's beneficial. Believe me, I have been in this business for years and I know you never know what may happen. We have situations where people can come in from out of town and they sell food from out of their trunks. When you are dealing with a business like that it's all about locations. So, if we were to grant her a space or lease it to her give her a guideline. Let's give her a six month lease, after those six months she may not even decide to come back.

City Manager Mr. Williamson advised he will certainly look into leasing as an option to make sure that her business is open. I haven't had an opportunity to sit with her and have that conversation on how we can help you as much as possible. City Manager advised Ms. Abner to come see him in the morning at 8am. We are in the middle stage of creating that list of properties.

Ms. Greta Godaert (representing Reap/resident) asked for your support in REAP project, it's a letter of support.

City Commission Comments:

Commissioner Biggs thanks everyone and thanks God she's able to be here tonight. I say what I mean and I say what I feel is right, I have nothing against Perez it was an example. We need to work with Ms. Abner to get the property done. The second thing is many years ago when I ran, it was a very very nasty election and I pray to God it's not like

that. I told everybody I would never run again. Make sure that your heart and minds are right and vote for who you want to get in. Look at what you are doing and do it right. With that being said, continue loving this City, loving each other, and that's make us. Have a good night, love all of you.

Commissioner Hill advised everyone to have a good night.

Commissioner Holmes advised the only thing is when he first came on board I said I would not make decisions in reference to certain things, that's why we hired our City Manager. Keep in mind, don't over step him. We need to sit back and let our City forward him because we are moving in the right direction finally. We just have to be patient with it.

Vice Mayor Walker advised many times we have had the Children's Day Event and Pahokee have basically taken the duties of reserving the Rardin Park for this event. We have always support this event in the past and I want to make sure we continue to do so.

Mayor Walkes asked if there was a cost associated with it.

Vice Mayor Walker advised no, there's a fee waiver.

City Manger Mr. Williamson advised the City will be liable for this event, which means we will have to get insurance to cover the event for any liability and incident.

Vice Mayor Walker advised the organization doesn't have the funds for the event.

City Manager Mr. Williamson advised it's a risk for the City to cover the organization for this event.

Mayor Walkes advised the City Manager to do research on the cost of the liability insurance for this event.

Vice Mayor Walker advised that everything that's come up, she has gotten the response that we are not going to do it instead of researching and getting the Commissioners approval. That's all I am asking is to have that done instead of just telling me it's not going to happen.

City Attorney Mr. Brandenburg advised the Commissioners to have a motion to sponsor the event with the condition that adequate insurance coverage is in place.

Approval of Sponsoring Children's Day with conditions of adequate insurance.

Motion by Vice Mayor Walker. Seconded by Commissioner Holmes.

Motion carried on unanimously.

Vice Mayor Walker said good evening everyone and thank you all for being here tonight.

Mayor Walkes thanks the Commissioners and thanks everyone for being here.

There being no further business to discuss, Mayor Walkes adjourns the meeting at 8:13 p.m.

Colin O. Walkes, Mayor

ATTEST: Tijauna Warner, City Clerk

RESOLUTION 2016 - 04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SUBRECIPIENT AGREEMENT BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE.

WHEREAS, Palm Beach County has entered into a Vendor Agreement with the Area Agency on Aging, Palm Beach Treasure Coast Inc., (Agency) under which Agency is to provide a set amount of funds to the County to be used to assist in providing transportation services for Senior Citizens in Palm beach County; and,

WHEREAS, up to \$22, 000.00 of the funding provided to the County under the Vendor Agreement has been designated by the Agency for the City of Pahokee Senior Citizens' Wellness Transportation Program; and,

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party.

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

- Section 1. This Agreement shall relate back and take effect as of January 1, 2016 and shall continue until the later of December 31, 2016.
- Section 2. The Mayor is hereby authorized and directed to execute the attached Subrecipient Agreement.

PASSED AND ADOPTED this 8th day of **March, 2016.**

ATTESTED:

Colin O. Walkes, Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Walkes

Vice Mayor Walker

Commissioner Biggs

Commissioner Hill

Commissioner Holmes

**SUB-RECIPIENT AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA
AND THE CITY OF PAHOKEE**

AAA Subrecipient Agreement __/__/2016

THIS SUBRECIPIENT AGREEMENT is entered into effective as of January 1, 2016, by and between Palm Beach County, Florida (the "County") and the City of Pahokee, Florida (the "City"), in furtherance of the Standard Agreement for Older Americans Act Program Title III (IAO16-9635) dated _____, 2016 (referred to herein as the "Standard Agreement") which the County has entered into with the Area Agency on Aging, Palm Beach Treasure Coast, Inc. (the "Agency").

WHEREAS, the County has entered into the Standard Agreement with the Agency under which the Agency is to provide a set amount of funds to County to be used to assist in providing transportation services for Senior Citizens in Palm Beach County; and

WHEREAS, up to \$22,000 of the funding provided to County under the Standard Agreement has been designated by the Agency for the City of Pahokee Senior Citizens' Wellness Transportation Program (also referred to herein as the "Program"); and

WHEREAS, the Agency and City have requested that the County "pass through" to the City, as a designated subrecipient, up to \$22,000 of the funding to be provided to the County under the Agreement; and

WHEREAS, the City has received and reviewed the Standard Agreement, a copy of which is attached hereto and incorporated herein by reference, and acknowledged and agreed that it will fulfill all the requirements applicable to the County under the Standard Agreement as they relate to the services to be provided for the City of Pahokee Senior Citizens' Wellness Transportation Program, unless directed otherwise in writing by the County; and

WHEREAS, the City acknowledges and affirms that it has also received and reviewed a copy of the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. Master Agreement for Federal and State Programs (Agreement No. IM015-9635 January 2016) (referred to herein as the "Master Agreement") entered into between the Agency and the County, which is incorporated into and made a part of this Subrecipient Agreement by reference, and that it will fulfill all the requirements applicable to the County under said Master Agreement, as the requirements relate to the City's provision of services under this Subrecipient Agreement, unless directed otherwise in writing by the County.

NOW, THEREFORE, the County and the City do mutually agree as follows:

1. The forgoing statements are true and accurate, and are incorporated into and made a part of this Agreement.
2. The County's contract representative during the term of this Subrecipient Agreement is Palm Tran's Executive Director or his designee, whose telephone number is 561-841-4200. The City's contract representative during the term of this Subrecipient Agreement is Anika Sinclair, whose telephone number is (561) 924-5534 X 23.
3. This Subrecipient Agreement shall relate back and take effect as of January 1, 2016 and shall continue until the later of December 31, 2016 or such time as the duties and obligations for which the City is responsible under this agreement have been satisfied or the agreement terminated.

4.
 - A. The City will provide transportation services in furtherance of its Senior Citizens' Wellness Program in accordance with the terms and conditions of the Standard Agreement, to the fullest extent thereof. City acknowledges that it has received, read, is familiar with and shall comply with and satisfy all obligations of the County (Provider) in the same manner and to the same extent as if the City had entered into the Standard Agreement with the Agency and was bound to fulfill the "Provider's obligations established in the Standard Agreement, except to the extent that the City is directed otherwise or relieved of the performance of a particular obligation, in whole or in part, by the County's contract representative in writing.
 - B. The City will provide transportation services in accordance with the terms and conditions of the Master Agreement to the fullest extent thereof. City acknowledges that it has received, read, is familiar with and shall comply with and satisfy all obligations of the County (Provider) in the same manner and to the same extent as if the City had entered into the Master Agreement with the Agency and was bound to fulfill the "Provider's" obligations thereunder. Such obligations include but are not limited to the obligations of the Provider described in Sections 4 through 11, 16, 17, 26 through 34, 37, 46, 47, and 51 through 53, unless relieved of such obligation or directed otherwise, in whole or in part, by the County in writing. The City shall complete and submit to County, Attachments I and V, and A, B, D, G, H and J to the Master Agreement and any exhibits referenced in said attachments or any provision of the Master Agreement, unless relieved of such obligation or directed otherwise in writing by the County.
5.
 - A. The City shall not perform any act or refuse to comply with any County direction or request which would cause the County to be in violation of the Standard Agreement, contribute to or cause the Agency to seek to terminate the Standard Agreement, or cause the Agency to seek the return of any Agency funds or payments made to City. The City will immediately remedy, at its sole cost and expense, any deficiency or violation of the Standard Agreement found by the County or the Agency, upon notice of such and take all other corrective actions required by County and/or Agency. The County may also retain payments for any trips not provided in accordance with the requirements of the Standard Agreement and this Subrecipient Agreement and/or terminate this Subrecipient Agreement upon written notice. The City will immediately return to County any funds which the County or Agency determine were not used in accordance with the Standard Agreement or this Subrecipient Agreement or were unlawfully or improperly paid. Any funds received by City in violation of any provision of the Standard Agreement or this Subrecipient shall be repaid within five (5) days of demand thereof.
 - B. The County may terminate this Subrecipient Agreement for any reason, whether for cause or convenience, upon written notice of termination to the City. The County may terminate this Subrecipient Agreement for cause upon five (5) days notice to the City. County may terminate this Subrecipient Agreement with or without cause and for its convenience upon ten (10) days notice to the City. The City may terminate with or without cause and for its convenience upon thirty (30) days notice to the County. Upon receipt of a notice of termination, the City shall immediately cease services as directed by the County. The City shall be paid for services provided in conformity with the Subrecipient Agreement, in whole or in part, up to the date that it is notified to cease. All notices shall be provided in writing and sent to the party's representative in accordance with Section 23 of this Subrecipient Agreement.
 - C. Nothing contained in this Subrecipient Agreement shall modify or remove any of the consequences for non-compliance under the Standard Agreement, all of which are made applicable to the City as subrecipient by virtue of this Subrecipient Agreement, unless determined otherwise by County, in its sole discretion.
6. In accordance with the terms of this Subrecipient Agreement, the City will be paid for the service delivery of up to 4,583 trips at a reimbursable rate not to exceed \$4.80 per one way trip. The total

amount that the City may be paid under this Subrecipient Agreement shall not exceed the amount of \$22,000.

7. The data required under the Standard Agreement, including but not limited to that which is addressed in Attachments I, V, VI, VII, X, XI of the Agreement shall be submitted with each monthly invoice by the City to the County, with a copy forwarded directly to the Agency. The City shall provide any other data or information requested and complete all forms required by County.
8. The City will cooperate and assist the County with the preparation of certifications, documents and reports, and prepare and furnish all such certifications, documents or reports requested by County regarding the services provided under this Subrecipient Agreement and the individuals utilizing the services. In addition, the City shall be solely responsible for preparing all reports and meeting any and all National Transit Database (NTD) reporting and other requirements of the Federal Transit Act, as amended, and the applicable implementing rules and regulations. These reports include, but are not limited to, random surveys of selected fixed-route trips, daily accounting of revenue and non-revenue hours and miles, passenger counts, and any other information needed for the complete performance of the National Transit Database (NTD) Report required by the FTA. City shall provide such information, data or reports as required by NTD, with copy to the County.
9. The City acknowledges that all of its records relating to this Subrecipient Agreement are public records for the purposes of Chapter 119, F.S. The City will maintain such records for a period of no less than six (6) years from the expiration or termination of this Agreement or such additional period required by Sections 8 and 9 of the Master Agreement. The County shall have the right to unilaterally terminate this Agreement for refusal by the City to allow public access to all documents, papers, records and other materials related to this Agreement in accordance with Florida law.
10. The City acknowledges that the County will act solely as a third party administrator. In such role, the County may request, receive and forward documentation required or sought by Agency or County from the City, and will make payments to the City in accordance with the terms of the Standard Agreement as it may be amended and this Subrecipient Agreement. The County's obligation to make payments to the City is conditioned upon the City fulfilling the duties, obligations and responsibilities of the County under the Standard Agreement as they relate to the Program, the Agency's approval and authorization of payment for the activities of the City as they relate to the Program, and County's receipt of funds for the purpose of this Subrecipient Agreement.
11. The County shall have no obligation to any other entity, contractor or person who is anyway associated with this Subrecipient Agreement or benefits from the performance of this agreement. This Subrecipient Agreement confers no rights on any entity other than the parties and the Agency, and is not otherwise intended to be a third party beneficiary contract. Agency is expressly authorized to enforce any of the City's duties and obligations under this Subrecipient Agreement.
12. The City shall insure that all services provided hereunder are fully accessible to the disabled and provided in conformity with the requirements of the Americans with Disabilities Act of 1990, as it has and may be amended from time to time, and the implementing regulations thereto (referred to collectively as the "ADA"). The City shall be responsible for any all liability which may or shall inure to the County as a result of the City's performance or failure to perform in accordance with the ADA.

13. The City agrees that no person shall on the grounds of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Subrecipient Agreement.
14. The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.
15. City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.
16.
 - A. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the City acknowledges that it is self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such limits that may change and be established by the Florida Legislature. In the event the City maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, F.S., the City agrees to maintain said insurance policies at limits not less than \$1,000,000 combined single limit for bodily injury or property damage.
 - B. The City agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes, in accordance with law.
 - C. Upon request, the City shall provide a Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, acceptable to County, as evidence that it has obtained and has in effect the above-mentioned coverages.
 - D. Any policy of insurance obtained pursuant to the requirements of this Agreement shall designate the Palm Beach County Board of County Commissioners and Palm Tran, Inc. as additional insureds.
17. The County's performance and obligation to pay under this Subrecipient Agreement is contingent upon an annual appropriation by its governing body for the purposes of this Agreement. In addition, the County shall not be obligated to pay or perform: 1) For any services for which payment is sought that are not payable under the Standard Agreement; 2) If the Agency does not approve the requisition for payment or invoice submitted by the County to Agency for payment for services provided by the City; or 3) If the Agency terminates or cancels the Standard Agreement with the County. City expressly waives and releases the County from liability, of any kind or nature, as a result of the occurrence of any of the foregoing events. The City also represents and warrants that the City's governing body has or intends to appropriate all funds needed for the purposes of this Subrecipient Agreement.
18. To the extent permitted by law, the City agrees that it is liable for all claims, suits, judgments, or damages arising out of the negligent or intentional acts or omissions of the City, its agents and employees, in the course and scope of the services performed under this Subrecipient Agreement. Nothing contained in this paragraph shall act as a waiver of either party's sovereign immunity in excess of that waived by the State Legislature in Section 786.28, F.S.

19. Nothing contained herein is intended to nor shall it create an agency relationship between the City and the County. City acknowledges and affirmatively represents and asserts that it is familiar with the terms and conditions of this Subrecipient Agreement, the Standard Agreement and the Master Agreement, and in the performance of this Subrecipient Agreement it is and shall at all times be an independent contractor and not an agent or servant of the County or Palm Tran, Inc. City acknowledges that it has no authority, either express or implied, to hold itself out as a servant or agent of the County or Palm Tran, Inc. or to represent that it or any of its employees or contractors are agents or servants of the County or Palm Tran, Inc.
20. This Subrecipient Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in a court of competent jurisdiction located in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
21. Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Subrecipient Agreement shall be borne by the respective parties. This clause pertains only to the parties to this Subrecipient Agreement.
22. No waiver of any provisions of this Subrecipient Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
23. The preparation of this Subrecipient Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
24. All written notices required under this Subrecipient Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Clinton B. Forbes, Executive Director
Palm Tran
3201 Electronics Way
West Palm Beach, Fl. 33407

And, if sent to the Grantee shall be mailed to:

City of Pahokee
Attn: Mayor
171 North Lake Ave.
Pahokee, FL 33476

Each party may change its address upon notice to the other.

25. A. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code as set forth in Sections 2-421 through 2-440, as they may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the City, its officers,

agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

B. City shall cooperate with the Inspector General. Such cooperation shall include, but not be limited to, the provision of access to records regarding this Subrecipient Agreement. Failure to cooperate with the Inspector General or interfering with or impeding any investigation is a violation of Palm Beach County Code, Sections 2-421 through 2-440, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

26. Neither this Subrecipient Agreement, nor any interest herein, shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the City without the prior written consent of County.
27. The County has agreements which require the County to agree and assure agencies of the State of Florida that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of employees and the employees of subcontractors. Accordingly, the City agrees that it will utilize the System, in accordance with law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used to perform transportation services to verify the employment eligibility of its employees. The City shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the County, Agency and/or other applicable State agency on forms and in the manner required by the County. The City affirms that it will not employ unauthorized aliens or take any other act which may cause the County to be in violation of any term or condition of any agreement between the County, Agency or other agency of the State.
28. Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Subrecipient Agreement.
29. The County and City agree that this Subrecipient Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
30. Any provision of this Subrecipient Agreement which is of a continuing nature or imposes an obligation which by its nature extends beyond the term of this agreement, shall survive its expiration or earlier termination.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have caused this Subrecipient Agreement to be executed by their duly authorized officials this ____ day of _____, 2016.

Witnesses:

Palm Beach County Florida, by and through its Executive Director of Palm Tran

Print Name

By: _____
Clinton B. Forbes
Executive Director, Palm Tran

Signature

Attest:

City of Pahokee, by its City Council

By: _____
City Clerk

By: _____
Mayor

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions

County Attorney

Charles D. Frazier
Assistant Director, Palm Tran

NON-DISCRIMINATION POLICY

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All Cities doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract/agreement with Palm Beach County. In the event the City of Pahokee does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such City of Pahokee shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

City of Pahokee hereby acknowledges that it does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy and City of Pahokee hereby acknowledges and affirms by signing below that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

City of Pahokee hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

City of Pahokee hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, City of Pahokee hereby acknowledges and affirms by signing below that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE:

City of Pahokee shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract/agreement.

CITY OF PAHOKEE:

City of Pahokee

Signature

Name (type or print)

Title



February 29, 2016

Chandler Williamson
City Manager
City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

**Re: E. Main Place Improvements Bid Recommendation – City of Pahokee, Florida, Florida
Department of Transportation Funding Project No. 437212-1-54-01**

Dear Mr. Williamson,

On February 23, 2016 at 9:00 a.m. bids documents were received and opened from four (4) contractors for the above referenced project. The results of the bids are listed below including WGI’s Engineer’s Estimate of Costs.

<u>Bidder</u>	<u>Total Base (Regular) Bid Items</u>	<u>Total Alternate Bid Items</u>
Rio-Bak Corporation*	\$883,096.00	\$957,419.00
Community Asphalt Corp.	\$1,054,450.60	\$1,041,557.60
Edens Construction Co., Inc.	\$1,088,200.10	\$1,167,640.50
Weekley Asphalt Paving ,Inc.	\$1,128,277.70	\$1,073,355.80
WGI (Project Engineer)	\$1,032,779.86	\$989,703.86

*Lowest Bidder

Wantman Group, Inc. (WGI) has reviewed Rio-Bak Corporation’s contract documents and have contacted the references provided. Based on conversations with the references we have received satisfactory feedback that their key personnel and their equipment will be sufficient to adequately perform the scope of work to be performed under this contract. Furthermore, their references have provided positive feedback regarding their past performance and would award projects to Rio-Bak Corporation in the future. Rio-Bak Corporation’s bid documents appear to be in order and WGI recommends the City attorney review Rio-Bak’s bid documents for legal sufficiency.

Therefore, WGI recommends the award of the contract to Rio-Bak Corporation for those services as required and specified for the E. Main Place Improvements in the amount of \$883,096.00 based on Rio-Bak Corporation being the lowest qualified and responsive bidder.

If you have any questions, please feel free to contact me at 561.687.2220.

Sincerely,
WANTMAN GROUP, INC.

Brian J. LaMotte, PE
Vice President

Encl: Bid Tabulation Sheet - Exhibit “A”

EXHIBIT "A"

BID COMPARISON

E. Main Place Roadway Improvements
 FDOT Project No. 437212-1-54-01

ITEM NO.	DESCRIPTION	UNIT	EST QUANT	RIO-BAK		COMMUNITY ASPHALT		EDENS CONSTRUCTION		WEEKLEY ASPHALT		WGI	
				UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST
1	General Conditions	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 87,690.00	\$ 87,690.00	\$ 200,000.00	\$ 200,000.00	\$ 52,900.00	\$ 52,900.00	\$ 93,992.28	\$ 93,992.28
2	Infiltration	LS	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
3	Maintenance of Traffic	LS	1	\$ 13,300.00	\$ 13,300.00	\$ 173,530.00	\$ 173,530.00	\$ 21,000.00	\$ 21,000.00	\$ 130,022.00	\$ 130,022.00	\$ 28,019.78	\$ 28,019.78
4	Cleaning and Grubbing	SY	7,790	\$ 8.88	\$ 68,376.00	\$ 7.20	\$ 55,440.00	\$ 6.60	\$ 50,820.00	\$ 8.68	\$ 66,816.00	\$ 14.00	\$ 107,800.00
5	Removal of Organic Soil	CY	4,410	\$ 10.90	\$ 48,069.00	\$ 10.90	\$ 48,069.00	\$ 9.00	\$ 39,690.00	\$ 26.43	\$ 90,096.30	\$ 18.00	\$ 79,380.00
5A	Removal of Organic Soil	CY	3,120	\$ 11.90	\$ 37,128.00	\$ 10.90	\$ 34,008.00	\$ 9.90	\$ 30,888.00	\$ 23.74	\$ 74,068.20	\$ 18.00	\$ 56,160.00
6	Removal of Existing Drainage Infrastructure	LS	1	\$ 2,750.00	\$ 2,750.00	\$ 2,950.00	\$ 2,950.00	\$ 7,000.00	\$ 7,000.00	\$ 2,850.00	\$ 2,850.00	\$ 8,880.00	\$ 8,880.00
7	Grot and Place Out of Service	CY	90	\$ 275.00	\$ 24,750.00	\$ 337.00	\$ 30,330.00	\$ 18,850.00	\$ 16,965.00	\$ 260.00	\$ 23,400.00	\$ 150.00	\$ 13,500.00
8	Asphalt Pavement, 1.5" thick	SY	4,850	\$ 10.50	\$ 50,925.00	\$ 8.30	\$ 40,255.00	\$ 16.45	\$ 79,782.50	\$ 9.85	\$ 47,772.50	\$ 13.00	\$ 63,050.00
9	Limerock Base, 24" thick, Road	SY	5,840	\$ 20.45	\$ 119,428.00	\$ 36.10	\$ 210,824.00	\$ 26.50	\$ 154,760.00	\$ 30.58	\$ 178,587.20	\$ 35.00	\$ 204,400.00
9a	Limerock Base, 10" thick, Road	SY	5,840	\$ 16.65	\$ 97,236.00	\$ 24.60	\$ 143,664.00	\$ 21.61	\$ 126,302.40	\$ 20.92	\$ 122,172.80	\$ 25.00	\$ 146,000.00
10A	Geosynthetic Reinforcement	SY	5,840	\$ 18.40	\$ 107,456.00	\$ 11.70	\$ 68,328.00	\$ 20.00	\$ 116,800.00	\$ 3.00	\$ 17,520.00	\$ 6.60	\$ 38,544.00
11	Limerock Base, 12" thick, Sidewalk/ Apron	SY	1,660	\$ 15.70	\$ 26,062.00	\$ 22.20	\$ 36,852.00	\$ 18.60	\$ 30,876.00	\$ 43.90	\$ 72,876.00	\$ 16.50	\$ 27,390.00
12	Limerock Driveway, 12" thick	SY	130	\$ 17.80	\$ 2,314.00	\$ 49.60	\$ 6,448.00	\$ 32.00	\$ 4,160.00	\$ 47.00	\$ 6,110.00	\$ 16.00	\$ 2,080.00
13	Concrete Driveway Apron	SY	320	\$ 47.00	\$ 15,040.00	\$ 45.00	\$ 14,400.00	\$ 70.00	\$ 22,400.00	\$ 57.88	\$ 18,521.60	\$ 55.00	\$ 17,600.00
14	Concrete Curb and Gutter	LF	2,790	\$ 17.50	\$ 48,825.00	\$ 20.70	\$ 57,753.00	\$ 18.50	\$ 51,615.00	\$ 18.30	\$ 51,057.00	\$ 30.00	\$ 83,700.00
15	Concrete Sidewalk	LF	1,900	\$ 30.10	\$ 57,190.00	\$ 27.10	\$ 51,490.00	\$ 65.50	\$ 124,450.00	\$ 37.48	\$ 71,212.00	\$ 30.00	\$ 57,000.00
16	Imported Fill/Backfill Material	CY	500	\$ 13.00	\$ 6,500.00	\$ 21.10	\$ 10,550.00	\$ 23.50	\$ 10,750.00	\$ 20.47	\$ 10,235.00	\$ 12.65	\$ 6,325.00
17	Pavement Markings	LS	1	\$ 17,400.00	\$ 17,400.00	\$ 16,640.00	\$ 16,640.00	\$ 20,000.00	\$ 20,000.00	\$ 19,556.00	\$ 19,556.00	\$ 10,000.00	\$ 10,000.00
18	Signs, Furnish and Install	EA	8	\$ 575.00	\$ 4,600.00	\$ 490.00	\$ 3,920.00	\$ 5,360.00	\$ 5,360.00	\$ 523.00	\$ 4,184.00	\$ 450.00	\$ 3,600.00
18	Signs, Relocate Existing	EA	4	\$ 300.00	\$ 1,200.00	\$ 285.00	\$ 1,140.00	\$ 1,400.00	\$ 1,400.00	\$ 212.00	\$ 848.00	\$ 200.00	\$ 800.00
19	Sod	SY	300	\$ 10.00	\$ 3,000.00	\$ 6.10	\$ 1,830.00	\$ 20.00	\$ 6,000.00	\$ 3.90	\$ 1,170.00	\$ 2.50	\$ 750.00
20	Drainage Inlets/Manholes	EA	13	\$ 4,400.00	\$ 57,200.00	\$ 2,900.00	\$ 37,700.00	\$ 48,100.00	\$ 48,100.00	\$ 5,116.00	\$ 66,768.00	\$ 4,300.00	\$ 55,900.00
21	Drainage Pipe, 15" RCP	LF	418	\$ 77.00	\$ 32,186.00	\$ 52.00	\$ 21,736.00	\$ 63.00	\$ 26,334.00	\$ 63.45	\$ 26,522.10	\$ 42.00	\$ 17,556.00
22	Drainage Pipe, 18" RCP	LF	27	\$ 83.00	\$ 2,241.00	\$ 80.00	\$ 2,160.00	\$ 88.00	\$ 2,376.00	\$ 75.40	\$ 2,035.80	\$ 56.00	\$ 1,512.00
23	Drainage Pipe, 24" RCP	LF	666	\$ 90.00	\$ 61,740.00	\$ 60.10	\$ 41,228.00	\$ 65.60	\$ 45,001.60	\$ 89.70	\$ 61,534.20	\$ 68.00	\$ 46,488.00

EXHIBIT "A"

ITEM NO.	DESCRIPTION	UNIT	EST QUANT	RIO-BAK			COMMUNITY ASPHALT			EDENS CONSTRUCTION			WEEKLEY ASPHALT			WGI		
				UNIT PRICE	EXTENDED COST		UNIT PRICE	EXTENDED COST		UNIT PRICE	EXTENDED COST		UNIT PRICE	EXTENDED COST		UNIT PRICE	EXTENDED COST	
24	Mitered End Section, 14"x23" Elliptical	EA	1	\$ 2,750.00	\$ 2,750.00		\$ 1,520.00	\$ 1,520.00		\$ 3,000.00	\$ 3,000.00		\$ 2,862.00	\$ 2,862.00		\$ 1,000.00	\$ 1,000.00	
25	Closed Flume	EA	1	\$ 3,500.00	\$ 3,500.00		\$ 2,450.00	\$ 2,450.00		\$ 8,000.00	\$ 8,000.00		\$ 3,900.00	\$ 3,900.00		\$ 3,000.00	\$ 3,000.00	
26	Reconstruct Trench Drain, 2'x37"	LS	1	\$ 7,800.00	\$ 7,800.00		\$ 9,970.00	\$ 9,970.00		\$ 7,100.00	\$ 7,100.00		\$ 6,290.00	\$ 6,290.00		\$ 3,500.00	\$ 3,500.00	
27	DBI Grate, Chain and Lock	LS	1	\$ 1,100.00	\$ 1,100.00		\$ 979.00	\$ 979.00		\$ 1,500.00	\$ 1,500.00		\$ 1,447.00	\$ 1,447.00		\$ 750.00	\$ 750.00	
28	Clean and Flush Existing Drainage Pipe	LF	490	\$ 11.00	\$ 5,390.00		\$ 10.40	\$ 5,096.00		\$ 13.50	\$ 6,615.00		\$ 6.70	\$ 3,283.00		\$ 5.00	\$ 2,450.00	
29	Guiderail	LF	10	\$ 275.00	\$ 2,750.00		\$ 79.00	\$ 790.00		\$ 250.00	\$ 2,500.00		\$ 90.00	\$ 900.00		\$ 150.00	\$ 1,500.00	
30	Water Utility Adjustments	LS	1	\$ 55,000.00	\$ 55,000.00		\$ 39,250.00	\$ 39,250.00		\$ 35,000.00	\$ 35,000.00		\$ 55,194.00	\$ 55,194.00		\$ 40,179.80	\$ 40,179.80	
31	General Utility Adjustments	LF	1	\$ 1,200.00	\$ 1,200.00		\$ 3,430.00	\$ 3,430.00		\$ 2,500.00	\$ 2,500.00		\$ 8,000.00	\$ 8,000.00		\$ 5,600.00	\$ 5,600.00	
32	Video Allowance	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00	
33	Utility Allowance	LS	1	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00	
	SUM TOTAL REGULAR BID ITEMS 1 through 9 and 11 through 33				\$ 323,096.00			\$ 1,054,456.60			\$ 1,088,700.10			\$ 1,128,277.20			\$ 1,032,772.86	
	SUM TOTAL ALTERNATE BID ITEMS 1 through 4, 5 Alt., 6 through 8, 9 Alt., 10 Alt. and 11 through 33										\$ 1,167,640.50			\$ 1,073,355.80			\$ 989,703.86	

EXHIBIT "A" TO THE RFP 2016 - 01

LIST OF PROPERTIES

Commercial Property Sale		
Item #	Address	Parcel No.
1	223 Buddy White Avenue	48-37-42-18-06-003-0131
2	393 Rardin Avenue	48-37-42-18-06-003-0132
Affordable Housing Property Sale		
Item #	Address	Parcel No.
1	290 Cypress Avenue	48-37-42-18-10-000-0150
2	371 Golden Place	48-37-42-18-05-002-0120

